



TAMIL NADU NATIONAL LAW UNIVERSITY

QUESTION PAPERS

END SEMESTER EXAMINATIONS

(EVEN SEMESTER)

MAY 2018



ENG02-18

Name :

Register No.:

TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

First Year - Second Semester, End Semester Examinations (Even-Semester), May 2018

ENGLISH-II / BUSINESS ENGLISH-II

Time: 2½ Hours

Maximum Marks: 50

Part – A (10 X 1 = 10 Marks)

I. Read the following passage carefully and answer the following questions briefly:

1. May be you're bored of bananas, apples and grapes and need a fresh produce pick? A nutrient-rich serving of kiwifruit may be just what you need. A serving of kiwifruit (2 kiwis) has twice the vitamin C of an orange, as much potassium as a banana and the fibre of a bowl of whole grain cereal—all for less than 100 calories!
2. The fuzzy fruit is sky-high in both soluble and insoluble fibre, both of which are essential for promoting heart health, regulating digestion, and lowering cholesterol levels—that's a winning trifecta. Kiwifruit has also been considered a "nutritional all-star," as Rutgers University researchers found that kiwifruit has the best nutrient density of 21 commonly consumed fruits.
3. Along with vitamin C, kiwifruit are rich in many bioactive compounds that have antioxidant capacity to help to protect against free radicals, harmful by-products produced in the body. If you want clean energy, think of kiwifruit because they're rich in magnesium, a nutrient essential to convert food into energy.
4. A kiwifruit also doubles as a peeper-keeper by supplying your eyes with protective lutein, a carotenoid that's concentrated in eye tissues and helps protect against harmful free radicals. Kiwifruit is also packed with blood pressure-lowering potassium. In fact, a 100- gram serving of kiwifruit—that's about one large kiwi—provides 15% of the Recommended Daily Allowance (RDA) of potassium.

5. Kiwifruit has been growing in New Zealand for over 100 years. Once the fruit gained in popularity, other countries started to grow them including Italy, France, Chile, Japan, South Korea and Spain. At first, kiwis were referred to as 'Yang Tao' or 'Chinese Gooseberry,' but the name was ultimately changed to kiwifruit so that everyone would know where the fruit came from.

6. A ripe kiwi fruit will be plump and smooth-skinned, and free of wrinkles, bruise, and punctures. If you find that your kiwi is a little too firm after buying it, simply let it ripen at room temperature for three to five days. The firmer the fruit, the more tart it will taste. To speed up the ripening process, you can also place kiwis in a paper bag with an apple or banana. If you want to store the fruit longer, you should keep in a plastic bag in the refrigerator.

- a) What does a serving of kiwi offer?
- b) Why has kiwi been considered a "nutritional all-star"?
- c) How is kiwifruit helpful for the eyes?
- d) How can you make a kiwifruit ripen?
- e) What is the significance of the name 'Yang Tao' with reference to kiwi?
- f) The word 'compound' means:
 - (i) calcium
 - (ii) mixture
 - (iii) texture
 - (iv) vitamin
- g) The word 'concentrated' means:
 - (i) strong
 - (ii) liquid
 - (iii) large
 - (iv) replace
- h) The word 'bruises' means:
 - (i) roughness
 - (ii) desolation
 - (iii) popularity
 - (iv) discoloured
- i) The word 'tart' means:
 - (i) sweet
 - (ii) salty
 - (iii) bitter
 - (iv) nutty
- j) Find the antonym of the word 'impoverished' (in Paragraph 3).

Part – B (5 X 1 = 5 Marks)

II. Based on the understanding of the movie 'Pink' answer the following questions in 50 words.

- a) What is 'Zero FIR'?
- b) Briefly discuss whether a woman can be granted 'bail' in the weekends?
- c) What is the procedure for arresting a woman between 6 PM – 6 AM?
- d) What charges did Rajveer file against Minal?
- e) Was Minal given with the option for recording her statement in-camera?

Part – C (5 X 1 = 5 Marks)

III. Complete the following passage by filling in one or two words each with suitable nouns, prepositions, verbs or any other:

Most of us fail in our efforts (a)_____ self-improvement because our schemes are too ambitious and we never have time (b)_____ carry them out. We also make the fundamental error of announcing our resolution to everybody so that we look even more foolish when we slip back (c)_____ our bad old ways. Aware of these pitfalls, this year I attempted (d)_____ keep my resolution to myself. I limited myself to two modest ambitions, to do physical exercise every morning and to read more (e)_____ the evening. An overnight party on New Year's Eve provided me with a good excuse for not carrying out either of these new resolutions on the first day of the year, but on the second, I applied myself assiduously to the task.

Part – D (10 Marks)

IV. Write an Essay on

"India's changing role in the Climate Change and the International Solar Alliance".

(OR)

"A world free from Nuclear Weapons – Highlight the same in the background of US's exit from Iran Nuclear deal" not exceeding 1000 words.

Part – E (5 Marks)

V. Complete the following story creatively not exceeding 600 words:

Yesterday, I was watching TV. Suddenly I heard people shouting outside.....

Part – F (10 Marks)

VI. Analyse the judgement in IRAC.

Shayara Bano vs Union of India and Ors (Triple talaq case)

Part – G (5 Marks)

VII. Read the passage given below and write the same precisely in about 300 words

Kerala, a state in the southwest corner of India, may appear small, its narrow shape hugging the coastline, but its appearance belies the teeming number of art forms it is home to. Among the numerous performing arts that are indigenous to Kerala is Mohiniyattam, whose name is commonly translated as ‘the dance of the enchantress’. The performer’s graceful body movements, her cream and gold costume, her face made up to recall the celestial apsaras, her hair in a bun perched on one side of her head, ringed by white flowers, and the evocative music that accompanies all this, add up to a unique experience of visual and aural aesthetics. The characteristic swaying movements of the torso in Mohiniyattam conjure up images we associate with Kerala: the tall coconut palms swaying beneath the cloud-laden sky, their slim trunks as supple as their feathery fronds; the rising and falling waves of the Arabian Sea; or the undulating hills, green with groves of fruit trees, tapioca or rubber. Whatever gracefully dipping and rising image one chooses to associate with Kerala, it matches the deep sideways bends and rotation of the dancer’s waist, the elegance and symmetry of her postures, and the gentle arm and leg extensions that seem to flow from one position to the next. But Mohiniyattam is not merely about beauty and grace. Like the other classical dance forms of India, it is also a highly dramatic art of storytelling and a medium of exploring human emotions. The dancer uses the entire movement vocabulary, including facial expressions, a complex lexicon of hand gestures as well as postures and footwork, to convey the lyrics of the songs that are sung by the accompanying vocalist. The music of Mohiniyattam adds immensely to its appeal and effect. A Mohiniyattam orchestra typically consists of a singer and several melodic and percussion instruments. Rhythm accompaniment is provided by a mridangam or a maddalam. Cymbals or talam are also used to mark the rhythm. Melodic accompaniment comes from a flute or veena, or both. An important accompanying instrument is the edakka, an hourglass-shaped drum played with a stick. Kerala’s classical music is known as sopanasangeetam. ‘Sopanam’

refers to the steps leading up to a shrine. The philosophy behind this devotional form of singing uses the metaphor of a devotee climbing the steps of the shrine to represent the rising ecstasy of an aspirant reaching, step by step, nearer to the divine goal. Mohiniyattam is often accompanied by sopanasangeetam, although dancers also perform to popular compositions of Carnatic music. Like the other classical dance and theatre forms of India, Mohiniyattam can trace its roots to the Natya Shastra, the great Sanskrit compendium of theatre arts dated between the 2nd century BC and the 2nd century AD. In this treatise, when we read of the different movement styles to convey different moods, it is easy to recognize the style under which Mohiniyattam would be classified — gentle, graceful and delicate, used to represent concepts of romance and beauty. In the first chapter of the Natya Shastra, Bharata, the legendary author of the text, states that he specifically asked for female dancers to execute this type of movement, as it could not be accomplished by male bodies. Today, this view might indeed be disputed, as training the body to be graceful is not dependent on the gender of the dancer. Thus, although for several centuries Mohiniyattam was conventionally danced by women, today a few male dancers have challenged this stereotype. Notable among them is KM Abu – reportedly, he is not only the first male exponent of Mohiniyattam to have received a doctorate in the discipline (in 2015), but is also the first Muslim scholar to have done so. Mohiniyattam has a complicated history, and there is no clear consensus on its origins. While the earliest textual reference to this art by name is found in a 16th century work, it is agreed that Mohiniyattam received a fillip during the 18th and 19th centuries. Maharaja Swati Tirunal (1813–1846), ruler of a princely state known as Travancore in British India, was a composer, poet and multifaceted artist in whose reign Mohiniyattam flourished. The poet Vallathol Narayana Menon, a nationalist and reformer who lived from 1878 to 1958, contributed greatly to the resuscitation and popularisation of several of Kerala’s art forms including the dance drama form of kathakali, but he also worked for the propagation of Mohiniyattam and founded the Kerala Kalamandalam in Thrissur, Kerala, as a centre for the arts. One of Kalamandalam’s senior alumni, Kalamandalam Kalyanikutty Amma, was a legendary name in the field of Mohiniyattam revival, performance and teaching during the 20th century. Today, Mohiniyattam is not merely a ‘dance of the enchantress’. Its practitioners select themes not just from the conventional stories of gods and goddesses but also social dilemmas like the ageing process, the rights of women and perennial questions of war and peace. Among the well-known dancers and teachers of Mohiniyattam are Bharati Shivaji, Deepti Omchery Bhalla, Jayaprabha Menon, Kanak Rele, Pallavi Krishnan, Gopika Varma and Methil Devika to name but a handful.

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SOCIOLOGY-II

Time: 2½ Hours

Maximum Marks: 50

Part – A (11 X 4 = 44 Marks)

Answer any ELEVEN of the following questions. Each question carries four marks.

1. What are the four major types of descriptive statistics? Explain with examples.
2. What are the three criteria for statistical observation?
3. Define Ordinal and Nominal variable with examples.
4. Define Organization of scores (Array) with an example.
5. What is a Histogram?
6. What are the four characteristics of Association?
7. What is Syllogism? Explain its three propositions.
8. What are the Measures of Central Tendency?
9. What are the various types Research designs in Social Sciences and explain in detail with example?
10. What are the four types of observation techniques used in a research?
11. What are Cohort studies? Explain with examples.
12. Explain Sociogram.
13. Explain a Pictograph.

Part – B (3 X 2 = 6 Marks)

Answer any THREE of the following questions. Each question carries two marks:

14. Cite the following book in MLA style
Bakshi, P. (2015). *The Constitution of India* 13th ed., Gurgaon: Universal Law Publishing.
15. What is the root word of Statistics? When did modern statistics began? Explain what is Tabellverket?
16. What are the dependent and independent variables in a research?
17. Explain the contributions of Florence Nightingale's contribution to Statistics.

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BUSINESS ECONOMICS

Time: 2½ Hours

Maximum Marks: 50

Part – A (5 X 6 = 30 Marks)

Answer any FIVE of the following questions in not more than 250 words:

1. Why do private solutions to negative externalities not always work?
2. What is Positive of Normative Economics and Normative of Positive Economics?
3. What is shift in the Labor-Demand curve? Explain the factors that cause the Labor-Demand curve to shift?
4. What is the nature of Savings and Investments in a Closed Economy and Open Economy? Elucidate on the basis of various factors determining them and their outcomes.
5. Write a note on Fixed Exchange Rate, Floating Exchange Rate and Managed Floating.
6. What are the reasons behind the persistent problem of Unemployment?

Part – B (2 X 10 = 20 Marks)

Answer ALL the questions in not more than 500 words:

7. On the basis of your observation in the documentary, “Don’t Panic – How to end poverty in 15 years” presented by Professor Hans Rosling, explain the reasons behind a country’s underdevelopment.
8. What is the Philosophy behind Minimum Wage Laws? How is the theory of Efficiency wages being justified to reach Full Employment?

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First Year - Second Semester, End Semester Examinations (Even-Semester), May 2018

POLITICAL SCIENCE – II (POLITICAL OBLIGATION)

Time: 2½ Hours

Maximum Marks: 50

Part – A (3 X 10 = 30 Marks)

Answer any THREE of the following questions. Answer to each question should not be less than 500 words:

1. “Vedanta does not justify violence and bloodshed in individual’s resistance to the authority of Institutions”. “Although force must be renounced as an instrument of policy, its use may not only be justified but necessary under certain circumstances” – Explain the ideas depicted in Vedanta on the basis of the above given two statements.
2. Discuss the ideas of Joseph Raz on the obligation to obey the Law.
3. Explain how the colonial nature of the Indian Legal System has affected the crisis of legitimation of law in India according to Upendra Baxi.
4. Explain the views of Gandhi on Civil disobedience and his concept of State

Part – B (4 X 5 = 20 Marks)

Answer any FOUR of the following questions. Answer to each question should not be less than 300 words:

5. Explain the Meaning and Nature of Political Obligation.
6. Critically examine Marxian Theory of Political Obligation.
7. “For T.H. Green, State is a means to an end and that end is the full moral development of the individuals who compose it” – Explain.
8. Distinguish between Legal and Moral Obligation.
9. Discuss the ideas of H.D. Thoreau on Good Government and on the problem of obedience to unjust laws.

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RESEARCH TOOLS FOR DECISION MAKING

Time: 2½ Hours

Maximum Marks: 50

Part – A (5 X 2 = 10 Marks)

Answer any FIVE of the following questions:

1. What do you mean by Business Research Process?
2. Write short notes on
 - (i) Research Design
 - (ii) Hypothesis
3. What is Time Series? Write any two importances of Time Series in business forecasting.
4. Distinguish between Correlation and Regression
5. Draw a Trend line by the method of Semi-averages:

<i>Year</i>	2001	2002	2003	2004	2005	2006	2007
<i>Sales (000)</i>	110	105	115	112	120	118	130

6. From the following distribution, Calculate Harmonic Mean:

<i>Marks</i>	50	40	25	20	10
<i>No. of Students</i>	10	20	50	30	20

7. A sample of 1000 students from Bombay University was taken and their average weight was found to be 112 kgs with a standard deviation of 20 kgs. Could the mean weight of students in the population be 120 kgs. Use Z-test (1% level of significance is 2.58)

Part – B (2 X 5 = 10 Marks)

Answer any TWO of the following questions:

8. Explain the components of a Research Design
9. Calculate Karl Pearsons Coefficient of correlation from the following data and interpret the value:

<i>Roll No. of Students</i>	1	2	3	4	5
<i>Marks in Accountancy</i>	48	35	17	23	47
<i>Marks in Statistics</i>	45	20	40	25	45

10. Calculate index number from the following data under Laspeyres Method, Paasches Method, Bowleys Method:

	<i>Base Year</i>		<i>Current Year</i>	
	<i>Rate</i>	<i>Kilo</i>	<i>Rate</i>	<i>Kilo</i>
<i>Bread</i>	10	3	8	3.25
<i>Meat</i>	20	15	15	20
<i>Tea</i>	2	25	3	23

11. The following results are obtained from a sample of 10 boxes of biscuits:

Mean weight of contents - 490 gms
 Standard deviation of the weight - 9 gms

Could the sample come from a population having a mean of 500 gms. Use t-test (Given that the significant value at 1 % level of significance for 9 degree of freedom is 3.25)

Part – C (3 X 10 = 30 Marks)

Answer any THREE of the following questions:

12. Calculate Mode from the data given below:

<i>Marks</i>	15-19	20-24	25-29	30-34	35-39	40-44
<i>No. of. Students</i>	4	3	5	3	6	12

13. Perform a Two way ANOVA on the data given below:

<i>Plots of Land</i>	<i>Treatment</i>			
	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
I	38	40	41	39
II	45	49	42	36
III	40	38	42	42

14. A certain drug was administered to 500 people out of a total of 800 included in the sample to test its efficacy against typhoid. The results are given below:

	<i>Typhoid</i>	<i>No Typhoid</i>	<i>Total</i>
<i>Drug</i>	200	300	500
<i>No Drug</i>	280	20	300
<i>Total</i>	480	320	800

On the basis of these data, can be it concluded that the drug is effective in preventing typhoid? Use Chi-Square Test. (Given that the significant value at 5 % level of significance for 1 degree of freedom is 3.84)

15. From the following data obtain the two Regression equation on Y on X and X on Y:

X	6	2	10	4	8
Y	9	11	5	8	7

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First Year – Second Semester, End Semester Examinations (Even-Semester), May 2018

HISTORY-I (INDIAN HISTORY)

Time: 2½ Hours

Maximum Marks: 50

Part – A (10 X 1 = 10 Marks)

Answer ALL the questions:

Choose the Correct answer of the following:

1. The term History is derived from _____ word *Istoria* which means enquiry, research and exploration.
 - a. Latin
 - b. Greek
 - c. Chinese
 - d. Arabic
2. Select the correct language in which Jain and Buddhist literature were written?
 - a. Prakrit
 - b. Pali
 - c. Sanskrit
 - d. Both A & B
3. Who among the following has written *Parisistha Parvana*?
 - a. Hem Chandra
 - b. Pusyamitra Sunga
 - c. Banabhatta
 - d. Kalidasa
4. Who were Manu, *Yajnavalkya*, *Narada* and *Brihaspati* ?
 - a. Law givers of ancient India
 - b. Gods of Vedic religion
 - c. Buddhist scholars and logicians
 - d. Celebrated mathematicians and astronomers of ancient India

5. Who among the following proclaimed that “*Kingship knows no Kinship*”?
- Iltutmish
 - Balban
 - Alla-ud-din Khalji
 - Mohammed Bin Tughlaq
6. Which of the following dynasties under the *Saivaite Nayanmars* and *Vashnavaites* preached the Bhakti cult?
- Pallavas, Pandyas and Cholas
 - Pallavas, Kaktyas and Cholas
 - Pallavas, Pandyas and Cheras
 - Rashtrakutas, Pandyas and Cholas
7. Who among the following ladies wrote a historical account during the Mughal period?
- Gulbadan Begum
 - Noorjahan Begum
 - Jahanara Begum
 - Zebun-nissah Begum
8. Under Akbar, the Mir Bakshi was required to look after
- The state treasury
 - The royal household
 - The land revenue system
 - Military affairs
9. Who said? “*For our own motherland a junction of the two great systems, Hinduism and Islam.... Is the only hope*”.
- Raja Rammohun Roy
 - Ramakrishna Parmahansa
 - Swami Vivekananda
 - Swami DayanandSaraswati
10. The theory of economic drain of India during British imperialism was propounded by
- Jawaharlal Nehru
 - Munro
 - R.C. Dutt
 - M.K. Gandhi

Part – B (5 X 4 = 20 Marks)

Answer any FIVE of the following questions in 60 words each:

- Define History and Historiography.
- Write a short note on Ancient Guild Laws.
- Point out the four kinds of courts under Guptas.
- Examine the Laws of inheritance and Women’s right to property in Ancient India.
- Critically analyze the impact of Bhakti and Sufi movement in India.
- Give an account on Land Revenue system under the East India Company.
- Explain the growth of Education system during the British rule in India.

Part – C (2 X 10 = 20 Marks)

Answer any TWO the following question in detail:

- Describe the court procedures in Ancient India. With special reference to Courts under the *Sangam Age*.
- Sketch the Legal Institutions under Delhi Sultantate and Mughals.
- Throw light on the Social and Religious reform movement in India in 19th century.

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MARKETING MANAGEMENT

Time: 2½ Hours

Maximum Marks: 50

Part – A (4 X 5 = 20 Marks)

Answer any FOUR of the following questions:

1. What is Marketing Research? What are steps will be taken to conduct a Marketing research? Explain.
2. How will you sell a refrigerator to an Eskimo?
3. Is Brand differed from Branding? What are the strategies can be adopted for Branding a product.
4. Define – Consumer Behaviour. Explain the different stages in buying process.
5. Discuss the causes of growing consumerism.

Part – B (3 X 10 = 30 Marks)

Answer any THREE of the following questions:

6. “Money spent on advertisement is wasteful”. Do you agree? Give reasons.
7. Which channel of distribution would you consider must appropriate for a low priced mass consumer product such as soap to be sold all over India. Give reasons for your selection.
8. Assume that you are a consultant in Marketing. A deodorant Product segmented for teenagers are to be launched through online marketing.
 - (i) Suggest online website marketing strategy
 - (ii) How the decision of celebrity and costing can be decided?
9. How will you explain the concept of product mix to your new sales man?

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LAW OF CONTRACTS-I (GENERAL PRINCIPLES OF CONTRACT)

Time: 2½ Hours

Maximum Marks: 50

PART – A (3 X 7 = 21 Marks)

Answer in all THREE of the following problems. Question No. 1 is Compulsory. Out of the remaining, answer any TWO questions. All questions in this Part are to be answered by applying the relevant legal principles and precedents:

1. Ram held certain stocks in trust for Kumar. Ram wrongfully disposes of the stock. Kumar files a suit for specific performance against Ram claiming the stocks held in trust by him. Will Kumar succeed?

[OR]

Viyaya has filed a suit against Mala for the recovery of certain arrears of amount due. Mala, the defendant, in the suit seeks an order of injunction from the court to get herself restrained from participating or proceeding in the suit filed by Vijaya. Is it in order for Mala to seek such a relief?

2. Krishna posted a letter of proposal to Priya on 2nd January 2016. Next day Krishna sent a fax message cancelling the proposal. The fax message reached Priya at 11.00 A.M. on 3rd January while the letter of proposal reached at 11.30 A.M. on that day. Priya, ignoring the fax message given by Krishna posts her letter of acceptance on 3rd January itself at 11.45 A.M. Is there a concluded contract between Krishna & Priya and if so state valid reasons?
3. Murugan agrees to supply rice to Kamal. Murugan had a godown near Kamal's house wherein rice was stored and Kamal had access to that place. When supply of rice was made by Murugan. Kamal refused to take delivery on the ground that it is inferior in quality what was represented by Murugan, thus rescinding the contract. Is the rescission valid?

4. Raja promises Ram to drop a prosecution which he has instituted against him for robbery and Ram promises to restore the value of the things. Decide if the promise made by Raja is valid under law and state the reasons for its invalidity or otherwise.

PART – B (3 X 7 = 21 Marks)

Answer in all THREE questions from this Part. Question No.5 is Compulsory. Answers to all the questions in this Part must be in about 400 words:

5. A possessory action should be distinguished from the proprietary action. Analyse this statement in the light of the provisions of Section 5 & 6 of the Specific Relief Act, 1963.

[OR]

The object of Rectification of Instruments is to carry out the intention of both the parties but not to compel one party to submit to the variation sought by another. Explain this statement with reference to the provisions of 'Rectification of Instruments'.

6. A promise without consideration is a gift, whereas one made for a consideration is a bargain. (Winfield) Bring out the significance of this statement and especially point out the exceptions to the Doctrine of Consideration provided under the Indian Contract Act, 1872.
7. "All contingent contracts are not wagering but all wagering contracts are necessarily contingent in nature." Bring out the ingredients of wager and that of contingent contracts. Also State if an Insurance Contract is one of wager.
8. Discharge of a contract means severance of contractual relationship between the parties. Explain impossibility of performance as a ground for discharge of contracts.

PART – C (4 X 2 = 8 Marks)

Answer in all FOUR questions from this Part. Answers to questions in this Part must be in about 50 words:

9. (a) Unconscionable bargain
(b) Fraud by Silence
(c) Mistake as to non-existent subject-matter
(d) Maintenance and Champerty
(e) He who seeks equity must do equity

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FAMILY LAW-I

Time: 2½ Hours

Maximum Marks: 50

Answer the following Questions:

1. Prem's sister in law, Pooja, gives birth to a baby. Nisha, Pooja's sister, comes to live with Pooja at her husband's house, to help her with taking care of the baby. Unfortunately, in a freak accident (she falls down the stairs), Pooja dies, leaving behind her baby and her husband, Rajesh. Nisha starts taking care of Pooja's baby. Prem's parents think it will be a good idea to get Nisha to marry Rajesh.

This fact situation is the plot of the Indian musical 'Hum Aapke Hain Kaun', released in 1994. Based on the above facts:

- (a) Is it permissible under the law applicable to Hindus for Pooja to marry Rajesh? (2 Marks)
- (b) Is it permissible under the law applicable to Hindus for Pooja to marry Prem? (2 Marks)
- (c) Nisha initially agrees to the marriage thinking the groom is Prem. If she had realised the mistake at the time of the marriage ceremony, but went ahead with the marriage fearing dishonour, would this be a valid marriage? (1 Mark)
2. In the 2003 Telugu movie Okkadu, (remade in Tamil in 2009 as 'Gilli'), Obul, an influential leader of a political faction, wants to marry Swapna Reddy, a young unmarried woman. On her refusal, he threatens to kill her brother. If Swapna gives in and agrees to marry Obul, would this be a valid marriage under the law applicable to Hindus? Is it void or voidable marriage? (2 Marks)
3. In the movie Koyla, an Indian film released in 1997, Raja is an elderly but powerful feudal lord who wants to marry Gauri, a young village girl. He sends her an offer of marriage, but with a picture of Shankar, his young servant, making her believe that Shankar is the groom. She agrees to the marriage on the basis of this. It is decided that the marriage will take place according to Hindu ceremonies. During the ceremony, Raja keeps his face covered.

However, during the performance of saptapadi, before the seventh step, Gauri sees Shankar in the crowd and realises she has been cheated, and the groom is not Shankar. She faints, but Raja forces unconscious Gauri to take the seventh step.

Is the marriage valid under the law applicable to Hindus? Please take into account the factors both before and during the marriage. (3 Marks)

4. Venkalam is a 1993 Malayalam movie about a customary practice among a sculptor's community in Kerala where brothers are married to the same woman. It is believed that this was done in order to reduce the conflicts arising from the presence of two women in the same household. The elder brother, Gopalan, married Thankamani, who he meets at a village fair. Gopalan's mother wants Gopalan's brother, Manoj to marry Thankamani as well. Is this permissible under the law applicable to Hindus? Explain with the help of decided cases on custom as a source of Hindu Law. (3 Marks)
5. In the award winning film Manichitrathazhu, Ganga and Nakulan are a married couple who arrive at Nakulan's ancestral house to spend a vacation there. While at the ancestral house, Ganga experiences a mental illness where she starts behaving and acting like Nagavalli, a deceased dancer who used to live in the house. She attempts to kill Nakulan as a result of this illness. Later, Nakulan's friend and psychiatrist manages to cure Ganga.

On the basis of the above facts and based on the law applicable to Hindus:

- (a) Assuming that Ganga's mental illness was of a curable nature, can Nakulan get a divorce on the basis of Ganga's mental illness? Why or why not? (1.5 Marks)
- (b) It is discovered that Ganga had already experienced this mental illness during her adolescent years, and Nakulan was unaware of this fact. Does that affect the validity of their marriage? (1.5 Marks)

6. Write briefly on any FIVE of the following:

- (a) Explain the significance of "Mehr" under Muslim Law, with the help of decided cases. (3 Marks)
- (b) State the validity of Child Marriage under Prohibition of Child Marriage Act, 2006. (3 Marks)
- (c) Distinguish between "Khula" and delegated divorce under Muslim Law. (3 Marks)
- (d) Explain the concept of 'Fasid' and 'Batil' Marriages under Muslim Law. (3 Marks)
- (e) Ecclesiastical Courts and Divorce in Christian law. (3 Marks)
- (f) Muta marriages in Muslim Law. (3 Marks)

7. Explain the concept of "desertion" as a matrimonial guilt and what are the various factors to be taken into consideration while deciding a petition for divorce on the ground of desertion under Hindu Marriage Act, 1955. (5 Marks)
8. Define natural guardian and discuss whether the mother can act as the natural guardian of a legitimate minor child during the life time of father with the help of decided cases. (4 Marks)
9. Rahul and Shreelkha were colleagues at a company. Rahul who was working as a Personal Officer of the Company, was a married person with two children and Shreelkha was unmarried. They got into a relationship and left the job from the above-mentioned company and started living with the respondent in an apartment. Rahul and Shreelkha started operating a business in which they both worked and received the profits. After some time, Rahul shifted the business back to his house and continued the business with the help of his son. This meant that Shreelkha was deprived of her right of working and earning.

- (a) On the basis of the above facts, can Shreelkha ask for maintenance from Rahul under the Protection of Women from Domestic Violence Act, 2005 (PWDVA, 2005)? Why or why not? (3 Marks)
- (b) What are the criteria identified by the judiciary in order to define the term 'relationship in the nature of a marriage' under the PWDVA, 2005? (5 Marks)

[OR]

Sanjay and Shoma married according to Hindu rites. After a few years, Sanjay decides to marry another woman, called Maya. Failing to get a divorce from Shoma under the Hindu Marriage Act, 1955, Sanjay converted to Islam and married under Muslim Law. Shoma initiated criminal case against Sanjay under Section 494, Indian Penal Code, 1860.

- (a) Discuss briefly whether Sanjay would be guilty of Bigamy in the light of *Sarla Mudgal v. Union of India* (1995). (3 Marks)
- (b) Describe the arguments that the court takes regarding the Uniform Civil Code in *Sarla Mudgal* case. What are some of the criticisms that have been raised against the demand for a Uniform Civil Code? (5 Marks)

10. In the critically acclaimed Tamil movie "Kannathil Muthamittal", Thiruchelvan, a budding writer who is unmarried, wants to adopt a girl child. In the movie, it is shown that he marries somebody in order to make himself eligible for such adoption. Is this necessary under:

- (a) The Hindu Adoption and Maintenance Act, 1956? (1 Mark)
- (b) Juvenile Justice (Care and Protection of Children) Act, 2015? (1 Mark)

Name :

Register No.:

TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) Degree Programme

Second Year - Fourth Semester, End Semester Examinations (Even-Semester), May 2018

INDIAN ECONOMY

Time: 2½ Hours

Maximum Marks: 50

Part – A (5 Marks)

1. Answer ALL the questions:

- (a) Name the authority which compiles and releases Wholesale Price Index in India?
- (b) The currency facing the pressure of chasing the most demanded currency is termed as?
- (c) Name the authority which recommends Minimum Support Prices to the Government of India.
- (d) What is Nairobi Package with regard to WTO?
- (e) Name of the curve that maps the relationship between the percentage of income or wealth earned or appropriated and percentage of people earned that particular percentage of income or wealth?

Part – B (3 X 5 = 15 Marks)

Answer any THREE of the following questions in not more than 100 words:

2. Elucidate the components of Current Account and Capital Account of India.
3. Explain Tariff and Non Tariff Trade Barriers.
4. Define:
 - (a) Minimum Support Price
 - (b) Core Inflation
 - (c) Market Stabilisation Scheme
 - (d) Blue Box Subsidies
 - (e) Hard Money
5. Elaborate on the different types of Budget Deficit?

Part – C (3 X 10 = 30 Marks)

Answer any **THREE** of the following questions in not more than **200** words:

6. Structural Adjustment Programme and International Monetary Fund.
7. Critically evaluate Green Revolution in India.
8. Explain the Fiscal, Monetary and Administrative Strategies to regulate inflation in India.

COMA-18

Name :

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TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.Com. LL.B. (Hons) Degree Programme

Second Year - Fourth Semester, End Semester Examinations (Even-Semester), May 2018

COST AND MANAGEMENT ACCOUNTING

Time: 2½ Hours

Maximum Marks: 50

Part – A (5 X 2 = 10 Marks)

Answer any **FIVE** of the following questions:

1. What is Management Accounting?
2. Write a short note on
 - i. Labour Turnover
 - ii. Financial Statement Analysis
3. What is Budgetary Control?
4. Write any three objectives of Management Accounting?
5. What is Allocation of Overheads?
6. Calculate the number of Separations during the year from the following information:

Labour Turnover (based on Separations)	10%
Labour Turnover (based on Replacements)	8%
Number of Replacements during the year	24
7. In a factory workers are paid at Rs.50 per hour. During the month of April 2010, there were 25 working days of 8 hours each.

There is also a piece work plan where in Rs.10 is to be rate per piece produced. During the month worker X produced on average 48 pieces per working day. Ascertain the wages of worker X under

 - (a) Time Wages
 - (b) Piece Wages

Part – B (2 X 5 = 10 Marks)

Answer any **TWO** of the following questions:

8. Distinguish between Fund Flow Statement and Cash Flow Statement.

9. Fixed overhead	Rs.1,20,000
Variable overhead	Rs. 2,00,000
Direct Wages	Rs. 1,50,000
Direct Materials	Rs. 4,10,000
Sales	Rs.10,00,000

Calculate the Break – Even Point and the P.V Ratio.

10. The following are the particulars applicable to a work process:

Time rate Rs. 5 per hour
 High task 40 units per week
 Piece rate above the high task Rs.6.5 per unit
 In a 40 hour week, the production of the workers was as follows:
 A 35 units B 40 units
 C 41 units D 52 units
 Calculate the wages of the workers under Gantt's task bonus plan.

11. Calculate 1.Sales Value Variance 2.Sales Price Variance 3.Sales Volume Variance:

Product	Budget		Actual	
	Qty	Price p.u	Qty	Price p.u
A	400	30	500	31
B	200	25	100	24

PART – C (3 X 10 = 30 Marks)

Answer any THREE of the following questions:

12. a) Following are given balance sheets as on 31st Dec 1998 and 1999 of Calcutta Steel Co. Ltd. You are required to prepare a Common- size Balance Sheet and interpret the results.

Balance Sheets

Liabilities	1998 Rs.	1999 Rs.	Assets	1998 Rs.	1999 Rs.
Equity share capital	3,20,000	4,80,000	Fixed Assets		
Capital Reserve	80,000	1,28,000	Land & Buildings	2,64,000	6,52,800
Revenue reserve	1,77,000	1,67,200	Furniture	7,200	14,400
6% Debentures	1,60,000	2,60,000	Plant & Machinery	44,800	59,200
Current Liabilities			Investments	2,16,000	1,36,000
Sundry creditors	2,04,000	93,000	Current Assets		
Bills payable	5,600	8,000	Stock in trade	1,28,000	1,04,000
			Book Debts	1,67,200	1,52,000
			Bills Receivable	25,600	10,400
			Cash at Bank	94,400	8,000
	9,47,200	11,36,800		9,47,200	11,36,800

(OR)

b) From the following profit and loss account of Eveready Co. Ltd for the year ending on 31st March 1998 and 1999, you are requested to prepare a Comparative income statement and comment on the performance:

Particulars	Year ended 31.3.1999 Rs.	Year ended 31.3.1998 Rs.
Sales	12,80,000	9,60,000
Less: Cost of Goods sold	7,12,000	4,96,000
Gross Profit	5,68,000	4,64,000
Less: Administrative Expenses	2,56,000	1,76,000
Selling Expenses	1,44,000	1,68,000
Interest Charges	6,400	9,600
	4,06,400	3,53,600
	1,61,000	1,10,400
Net Profit before income tax	80,800	55,200
Less: Income Tax @ 50%	80,800	55,200

13.a) From the following balance sheets, prepare Fund Flow Statement:

Liabilities	1992 Rs.	1993 Rs.	Assets	1992 Rs.	1993 Rs.
Share capital	2,00,000	2,10,000	Fixed assets	3,50,000	4,75,000
Retained earnings	1,60,000	3,00,000	Inventory	1,00,000	95,000
Premium on shares	-	5,000	Bills Receivable	43,000	50,000
Accumulated Depreciation	80,000	1,00,000	Prepaid Expenses	4,000	5,000
Debentures	60,000	-	Cash	15,800	10,200
Bills Payable	37,800	40,200	Commission on shares	25,000	20,000
	5,37,800	6,55,200		5,37,800	6,55,200

Additional Information:

1. Depreciation for the year Rs.20,000
2. Income tax paid Rs.40,000
3. Interim dividend paid during the year was Rs.20,000

(OR)

(b) The following are the summarized Balance Sheets of a company as on 31st December 1997 and 1998:

Liabilities	1997 Rs.	1998 Rs.
Share Capital	6,00,000	7,50,000
General Reserve	1,50,000	1,80,000
Profit & Loss	90,000	92,000
Mortgage Loan	2,00,000	-----
Sundry Creditors	4,50,000	4,20,000
Provision for Taxation	90,000	1,05,000
Total	15,80,000	15,47,000
Assets	Rs.	Rs.
Land and Building	6,00,000	5,70,000
Machinery	4,50,000	5,07,000
Stock	3,00,000	24,00,000
Sundry Debtors	22,80,00	1,92,000
Cash	2000	3000
Bank	-----	20,000
Goodwill	-----	15,000
Total	15,80,000	15,47,000

Additional Information: During the year ended December, 1998:

- 1) Dividend of Rs.64,000 was paid.
- 2) Assets of another company were purchased for a consideration of Rs.1,50,000 payable in shares.
The following assets were purchased: Stock Rs.60,000; Machinery Rs.75,000, Goodwill – Rs.15,000
- 3) Machinery was further purchased for Rs.24,000
- 4) Depreciation written off of machinery Rs.36,000
- 5) Income tax provided during the year Rs.1,00,000
- 6) Loss on sale of machinery Rs.600 was written off to general reserve.

You are required to prepare the Cash Flow Statement (Under Revised AS-3 Format)

14.(a) Explain in detail the tools and techniques of Management accounting

(OR)

(b) Shri Ram Company Ltd. Manufactures two products X and Y. Its sales department has three divisions: East, West, North. Preliminary sales budgets for the year ending 31st December 1999 based on the assessment of the divisional managers were:

Product X: East – 3,00,000 units: West – 6,00,000 units and North – 1,50,000 units.

Product Y: East – 4,00,000 units: West – 5,00,000 units and North – Nil

Sales Price = X : Rs.5 and Y : Rs.4 in all areas.

Arrangements are made for the extensive advertising of products X and Y and its estimated that East division sales will increase by 1,50,000 units. Arrangements are also made to advertise and distribute product Y in the Northern area in the Second half of 1999 when sales are expected to be 6,00,000 units.

Since the estimated sales of the West division represented an unsatisfactory target, it is agreed to increase both the estimates by 20%.

Prepare a sales budget for the year to 31st Dec 1999.

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B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

Second Year - Fourth Semester, End Semester Examinations (Even-Semester), May 2018

JURISPRUDENCE

Time: 2½ Hours

Maximum Marks: 50

Part – A (5 X 10 = 50 Marks)

Answer any FIVE of the following questions:

1. Sauron is a poor citizen of the country of Middle-Earth. One day, he decides that he would like to make a ring for himself. However, he soon realises that he does not have any metal to make the ring. He thus steals a gold cup from Bilbo Baggins, a rich citizen, and takes a year to reforge it into a ring for himself. Sauron is very pleased with his creation and names the ring "My Precious".

Five years later, however, My Precious drops from Sauron's pockets into a small pond. It is found by Bilbo's son Frodo Baggins who decides to keep it.

Who *owns* "My Precious"? What does it even mean to have *ownership* over something? Which *theory* do you think best justifies the ownership of property?

2. Loki enrolls as a student at Midgard College. At the time of admission, he signs an undertaking and promises to follow the rules of the College. One of these rules of the College is that the hostel rooms of all students will be checked at 11:00 PM every day. On one day, however, Loki refuses to let the College authorities check his hostel room. He claims that according to a recent ruling by the Supreme Court of Midgard, he had a *right* to privacy. When reminded of his undertaking, Loki simply argues that his right *trumps* all previous considerations.

The principal of the College, the inimitable Lord Thanos, however, reminds Loki that he has the *power* to remove him from the hostel room under the law of Midgard and then check his room anyway.

Can Lord Thanos check Loki's room? What does it actually mean to have a *right* and a *power*? Which *theory* do you think best justifies the concept of rights?

3. Hoth was the first planet in the Alpha Galaxy to introduce a democratic form of government. The Hothian political leader Draco was also the first leader to introduce written laws which were enforceable only by the Courts. Since Hothian Democracy was predominantly controlled by the Aristocratic Class, the legal system was prone to exploitation which resulted in the enactment of *codified laws* against the interests of the less privileged class of Hoth. One of the laws called *Respect for Draconian Laws Act* prohibited any kind of protest against the laws introduced by Draco. Any form of protest by any person, at any time in the past or in the future was made punishable by death.

Does the enactment of the *Draconian Laws* through formal procedures make it obligatory for the Hothians to obey it? How is *obedience* to law different from *fidelity* to law? Is the *Draconian Laws Act* truly a Law?

4. Jean Valjean was a designated slave and was lawfully owned by a rich merchant called Owen Hall. In 500 C.D., slavery was constitutional in the State Zenotia. There was no law in the Zenotian Constitution which imposed any limitations on the powers of the Zenotian slave owners. Jean Valjean was one of the thousands of slaves in Zenotia who were subjected to brutal treatment by their owners which involved starvation and occasional beatings. One day, Valjean fell asleep at work and was punished with a week's starvation by his Master Hall. Three days into the week, Valjean had lost nearly all his physical strength and was in dire need of food. His pleas for forgiveness went unheard and he could not risk losing his only source of livelihood by protesting against his master. On the fourth day, while working in Master Hall's kitchen, he saw a basket full of freshly baked bread and cookies lying on the counter. Tempted by food which he had been deprived of for the past four days, he picked up a slice of bread and two cookies and hid them in his robe. However, the Mistress of the house caught Valjean stealing the food and immediately reported it to Hall.

Furious by the act of the slave, Master Hall handed him over to the local law enforcement agency ZBI which charged him with theft and with showing disrespect to his lawful master. The Court of Zenotia, according to Article 11.4.0 of the Zenotian Constitution, held him guilty and sentenced him to 57 years in the State Prison. Sadly, this was not the first case of this kind; multiple slaves had been sentenced to prison before on account of the slightest 'misdemeanours'. However, Valjean's imprisonment proved to be

an immediate trigger to a slaves' mutiny across the State of Zenotia with the slaves demanding the abolition of slavery through a few major amendments in the Constitution of Zenotia. The mutiny witnessed the support of numerous *free citizens* too and soon the demands to abolish slavery were backed by the demands to grant basic human rights to all the Zenotians, equally.

Is Article 11.4.0 of the Zenotian Constitution valid *Law*? Let us assume that the slaves succeed in overthrowing the Zenotian government. Will Article 11.4.0 still be *Law*? Can a rule which justifies the ownerships of persons ever be valid *Law*?

5. Erin Pockowitch was a single 'mom-to-be' who was employed as an Assistant Editor at 'The Ausdruck' a popular national daily in the United States of Turmerica. Being a single woman with a day job as her only source of income, she was working multiple shifts to save as much as possible for her baby. To ensure the safety of her baby, she had renovated her apartment to make it baby-proof and spent a huge amount of her savings in doing so. She was left with very little money for her postpartum necessities. Worried by her financial conditions, Erin approached her boss, Muthupandi, requesting him to grant her a 'paid' maternity leave but her request was denied. In 1958, there was no law that could compel any of the employers to grant a 'paid' leave to its employees regardless of their predicaments.

Upset by the decision of her employer she decided to approach the Court on the grounds of violation of her human rights including the right of a woman to a safe and secure motherhood. The all male bench of the court rejected her arguments on the ground that there was no law in the United States of Turmerica protecting the rights of a "mother". Further, it held that the paper was merely following the Equality of Privileges, Work and Wages Act of 1958 (EPWW) under which employers had to ensure that all "workers" are given equal opportunities regardless of their status and gender. Since, EPWW was validly passed by the all male Parliament of Turmerica and accepted by the people, the paper had no option but to enforce it and disallow the 'paid' maternity leave.

Do you agree with the decision of Mr. Muthupandi? Do you think the fact that the bench of the court and the Parliament of Turmerica both only have male members, effects the *validity* of EPWW? How do you think the concept of *Law* takes into account *gender* disparity?

6. Batman is a super hero who dedicates himself to protecting Gotham City from its criminal underworld as a bat-masked vigilante at night. His arch-nemesis is the Joker, murderous, psychopathic criminal

mastermind with a dark sense of humour. Batman has had the opportunity to kill Joker many times, but has always let him go due to a personal rule- no matter how evil a villain, Batman does not kill.

On one occasion, Joker kidnaps both Batman's girlfriend Rachel and his best friend Harvey. He puts both of them in a separate rooms with timed-explosives, and asks Batman to choose who to save. Not choosing any option will lead to both Rachel's and Harvey's death. Batman chooses to save Harvey, and the explosives in Rachel's room burst, leading to her death. Can Batman said to have *caused* Rachel's death? Can he be held *responsible* for Rachel's death? What does it mean to *cause* and be *responsible* for an action?

7. Lon Fuller's the Case of the Speluncean Explorers is one of the most famous and influential thought experiments in Jurisprudence. It presents a legal philosophy puzzle to the reader and five possible solutions in the form of judicial opinions that are attributed to judges sitting on the fictional "Supreme Court of Newgarth" in the year 4300. Jurisprudence however has moved on since Fuller's time. Through your experience with this course, can you write a judgement to the case of the Speluncean Explorers which offers a markedly different solution than the five Judges in the case?

LCRI-18

Name :

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B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

Second Year - Fourth Semester, End Semester Examinations (Even-Semester), May 2018

LAW OF CRIMES-I

Time: 2½ Hours

Maximum Marks: 50

Part – A (2 X 10 = 20 Marks)

Answer any TWO of the following questions:

1. Critically examine the decision of the Supreme Court in *Reg vs Govinda* (1877) ILR 1 Bom 342.
2. "Although involuntariness or automatism is ordinarily a complete defence to any criminal charge, the use of that defence is limited by a number of considerations." Discuss.
3. Examine the scope and extent of Right of Private Defence in IPC 1860. Illustrate your answer by case law.

Part – B (3 X 6 = 18 Marks)

Answer any THREE of the following questions:

4. Anita and Ashok worked in an MNC, married in a temple without their parent's consent. The couple resided together in an apartment for two years and Anita got pregnant in the meanwhile. One day, suddenly, Ashok went missing and a baffled; Anita contacted all friends of her husband. After one month, she was informed by one of such friends that Ashok had a first wife Sudha with whom he married as per Hindu law and two kids from her. Ashok's resided family at Jabalpur and Ashok has finally proceeded to stay with them forever. At Anita's complaint, Ashok was arrested and tried for rape. Ashok contended that the sexual relations that he had with Anita occurred with her consent only so consensual sexual relations between two adults could not be described as rape. Decide.

5. Arun finds a purse on the main road. On opening he found cash amount of Rs. 20,000 and few addresses inside it. Thereafter, he telephoned and by post contacted all the addresses, but couldn't locate the real owner. Arun also put notices and advertisements in the local newspaper. However, even after six months when no one came forward to claim the purse. Arun use the money partly for paying the expenses incurred in advertising and contacting persons and rest of the money for meeting his daily needs.

6. Himesh arrested for murder his wife at their apartment in Mumbai. On the fateful night in the kitchen of his house. He was on terms of immoral intimacy with one Mrs.Sharma. Himesh had suspicious of his wife's conduct with his close friend Sanjay. On the fateful night husband and wife quarrelled which culminated in the saying by the wife, "Well, if it will ease your mind, I have been untrue to you" and she went on "I know I have done wrong, but I have no proof that you haven't at Mrs.Sharma". Upon hearing this, Himesh lost the temper, picked up the hammer-head and struck on her head. She lost her life immediately. Decide the criminal liability of Himesh with the help of decided case laws.

7. Bob, who had been stabbed by Deny at his left leg, was hospitalized immediately. Doctor advised him for amputation of his leg as it was poised due to infection. But Bob refused to have that surgery and died which might have saved his life. Is Deny liable for Bob death? Give reasons for your answer with the help of legal principles and cases.

Part – C (3 X 4 = 12 Marks)

Answer any THREE of the following questions:

Distinguish the following with the help of appropriate legal provisions

8. Wrongful restraint and wrongful confinement
9. Assault and criminal force
10. Theft and robbery
11. Voyeurism and stalking

FAL2-18

Name :

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B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

Second Year - Fourth Semester, End Semester Examinations (Even-Semester), May 2018

FAMILY LAW-II

Time: 2½ Hours

Maximum Marks: 50

PART-A (2 X 4.5 = 9 Marks)

Answer any TWO of the following Questions (Maximum 500 words):

1. Differentiate between privileged and unprivileged wills
2. Explain the various grounds of disqualification of an heir as per HSA, 1956
3. Briefly make a note upon the concept of 'Waqf'

PART-B (3 X 7 = 21 Marks)

Answer any THREE of the following Questions (Relevant Case laws and Legal provisions should necessarily be used):

4. Mr. Mujeeb is a Sunni Mohammedan by birth. He got married to Nazriya Khan, a Sunni Mohammedan by birth in 1988 as per Shia traditions. The couple was employed in a school in Lucknow and hence, they bought a house in Lucknow and even shifted Nazriya's Mother and Maternal grandmother along with them. The couple was blessed with a son and a daughter. As years passed, their children graduated and left the city for their respective jobs. Mr. Shakeel, Mujeeb's first son was a marine engineer who used to travel a lot around the world as part of his job. Hence, his wife and two minor daughters were also staying with Mujeeb in Lucknow. On 23.04.2018, Mujeeb receives a phone call informing that the ship which had Shakeel and others wrecked and everyone had board including their son was declared to be dead. This was a serious shock to all the family members. The funeral ceremony took place two weeks later. In May, 2018 Mr. Mujeeb decided to partition the property that his son had left behind which included a saving deposit of Rs. 20 lakh, 40 Square Metres of immovable property and few movables.

4.1. Advise Mr. Mujeeb as to who all will be Mr. Shakeel's heirs and how to distribute the properties.

4.2. After 3 years, Mr. Mujeeb's daughter got married to a Shia Mohammedan as per Shia traditions and they have 2 daughters and a son. But suddenly one day, Mr. Mujeeb's daughter also passes away. Decide as to whom all will inherit Mr. Mujeeb's daughter's property and distribute the shares.

5. Mrs. Rosanne, aged 78 years, lives in France in her own house. Her husband Mr. Holmes Dubious passed away in 2014. Her older and only son lives in France with his family. However, her only daughter -Susanne got married to an Indian in the year 2005 and is settled in India. Their marriage was solemnized in India and they had registered their marriage in a Church. Susanne currently works for a private IT company along with her husband -Mr. Ashton John who is also currently employed with the same company. The couple has 2 children. In the year 2017, Mrs. Rosanne flew down to India to meet her daughter and family. While staying in India, she had visited a nearby jewelry shop and bought few ornaments for herself which she had found extra-ordinary worth 10 sovereigns. Also, as a part of her birthday celebrations, her daughter and son-in-law also gifted her a diamond studded pendent. Apart from these, she had received few more valuable gifts from her son, grandchildren and other kith and kin. Unfortunately, the year 2018 seems to be very bad for Susanne's family.

Susanne's husband had died in an industrial accident at the site where he was currently trying to test a program. This was a heavy blow to the family. This news had immediately triggered cardiac arrest causing Mrs. Rosanne to be hospitalized. For a week she was in ICU where she had passed away. This totally shattered Susanne and therefore, Ashton's only brother -Eldo took care of them for some time. After few months, in May 2018, Mr. Eldo decides to go for distribution of the properties left behind by Mr. Ashton and Mrs. Rosanne. Mr. Eldo finds that his brother has left behind only a LIC policy worth 10 lakhs, a plot worth 30 lakhs and has few shares in private equity firm worth some Rs.50,000. **As their family Lawyer, please advise Mr. Eldo with respect to the distribution of properties of both Mrs. Rosanne and Mr. Ashton in accordance of the provisions of the Indian Succession Act, 1925.**

6. Mrs. Rajalakshmi belonged to Marumakkathiyam family which is situated in south of Kerala. She was married to Mr. Rajeevan Nair in the year 1991. She had acquired a house worth 40 lakhs from grandmother as a gift and also has a savings deposit worth 10 lakh from her salary as she was having a small textile shop. Mr. Rajeevan Nair was a civil engineer and had a decent salary to get themselves a home. They both had only a daughter - Swetha. But fate had very unpleasant plans for the Nair family. Little Swetha had died at a very small age

of 6 years due to cancer. Thereafter, they have been all alone and never even thought of adopting any children. In the year 2018, Mrs. Rajalakshmi and Mr. Rajeevan Nair went to Rameshwaram to perform certain religious offerings to their dead daughter. But the couple due to their desperate lone life committed suicide by drowning themselves in the deep ocean in Ramashewaram. Mrs. Rajalakshmi is survived by her Mother, 2 brothers, 1 predeceased brother's daughter and grandfather. Whereas, Mr. Rajeevan is survived by his father and 2 sisters only. Decide who will be the rightful heirs to properties of Mrs. Rajalakshmi and Mr. Rajeevan.

7. Mr. Sahul Hamid is a Sunni Muslim who lived at Kulathur in Tiruchirappalli. He was a priest in Kulathur Mosque. He had few properties which includes 11.5 acres of agricultural land. He died on 31st July 2018 due to cancer that he had been suffering since 2009. Before his death, he disposed some of his properties in the following manner -

- In 2011, he bequeathed half of one-third of his property to Kulathur Madrasa for the developmental purposes of the Madrasa.
- On July 19th, 2015 at 09.05 am, when he was conducting special Namaz (prayer) at the Mosque, he felt a second heart stroke. Hence, on the same day, he disposed the rest of his property, by making three different written gifts but in equal shares -

"...I am writing my following Wasiyat, in my full conscious and rational mind. I am affected with cancer and have few more days to live a calm life on this earth. Before I die, I want to dispose of all my properties to my dear and near ones so as to avoid any litigations and ugly fights after my death. Today I had my second stroke which shows my serious condition. Henceforth, all my properties shall be distributed equally in the following manner after deducting the share already due to Madrasa-

1. One part of my property should go in favor of my loving wife to have taken care of me, while my mother and adopted child- Nassu are also alive.
2. Another part should go to three persons i.e., firstly to my dear Nassu, my adopted child for life and to his children and lineal descendants successively. The last holder of the property shall have power to nominate his/ her successor as any one whom he/she might consider fit from amongst the descendants of each of the past three successors.
3. The third part shall be bequeathed to Mr. Vinay Nair, my dear tenant who being a non- Mohammedan took care of me always..."

When his will is taken for Probate to the local courts, his heirs have a disputed opinion as to the wasiyat that is created. Henceforth, decide which of the above mentioned bequeathal are valid or not.

PART-C (2 X 10 = 20 Marks)

Answer the following Questions: However, kindly note that Question No: 8 is compulsory. (Minimum 4 case laws needs to be referred):

8. Hira Devi, a Hindu Woman, died on 20-01-2018. Her younger son Sudeep found a will from the cupboard in her room. He along with his wife Varuna, son Akhilesh, and daughter Vidya, shared the same household with Hira Devi at the time of her death. The holograph Will read as follows:

“My husband Laxman died on 20-01-2000. I have two sons and two daughters. It was his wish as well as mine that we all stay together in this house, which was given to me by my Father-in-Law as a gift by virtue of a gift deed dated 15-11-1958, for taking care of him during his old age. Besides this, I have four acres of land in Satpura, of which I am the rightful owner in my father's property who died intestate on 10-03-1958, being a coparcener. Two of my brothers had filed a case against me and my sister alleging that we had no right in the property. While appeal was pending before the High Court, good sense prevailed over my brothers and we settled the matter out of court, accepting my right in the property. As a gesture of good will to my two brothers Neelkanth and Kamalkanth, I wish to bequeath to them one teak tree each from that property as and when the property comes within my ownership on the basis of the out of court settlement.

Two years after the death of my husband, on my birthday 15th August 2002, incidentally, I was born on 15-08-1947, my eldest son created an unpleasant situation in my family fighting with my youngest son over sharing of expenses of running the house. Thereafter my eldest son, Padmadeep, his wife Suneethi and their two daughters started to live separately. I am aware that the real reason for him to move is that my treatment for paralysis of right side has become expensive for him to bear. My husband gave daughter Meghna away in marriage observing all customs and duties cast by religion. On each of her two pregnancies, all social and religious customs were followed.

Right now I am living with my youngest son Sudeep and his family and my unmarried daughter Megha. Despite some unfortunate events in my family, I love all my children equally like any other mother and have always treated them equally. I am displeased with my eldest son for moving out of the house. I am a person who observes all religious and social norms, and follow all longstanding traditions. I desire that he attend in all religious and other

ceremonies conducted in this house at least and all family practices and assets take the natural and ordinary course. I hereby bequeath this house, my right therein to my son Sudeep and grandson Akhilesh equally. In case of birth of any male children to my son Sudeep, those children shall also get equal share in my properties.

Megha, a student of law, approaches you, a legal counsel, to seek advice about the validity of bequests and possibilities of challenging the will. She asks the following questions to you. Advise her.

- 8.1. Grounds on which this will can be challenged?
- 8.2. Megha raises specific doubt whether her mother had any right to bequeath either of the properties. Explain to her the position of law and its application in the context of given facts.
- 8.3. In the event, the dispute reaching the court of law, the rules court may apply to interpret and the specificities in the context of this Will.
- 8.4. Meanwhile, son of Neelkanth, who was born during the lifetime of Hira Devi's father, filed a suit for partition and separate possession of the coparcenary property. What could be the fate of that suit in the present position of law and judicial decisions?

9. Mr. Mastani a businessman and Shia Mohammedan by religion. He always wanted to gift a car to his younger son as against his other two sons and 1 daughter. He was confused as to whether Quran allows it or not. Henceforth, he refers to Hedaya and finds that “...Hiba in its literal sense signifies the donation of a thing from which the donee may derive a benefit...” However, he remembers that prophet used to say that “...Exchange gifts among yourselves so that love may increase...” But he is still confused as to whether by giving a small gift to his younger son, will he be discriminating against any of his other children under Mohammedan law. As a law student who has studied Family Law- II recently, explain to him the concept of Hiba under Mohammedan Law. Also differentiate it with the concept of Gifts under Transfer of Property Act, 1882.

10. Opine keeping in mind the whole concepts governing the Intestate and Testamentary laws under various personal laws, in a secular country like India, whether we should keep up the motto of ‘Unity in Diversity’ and allow the personal laws to flourish on their own or it is time to go for unification of personal laws? The answer can be based on comparison of any two personal intestate or testamentary succession laws.

(1) Sharers	(2) Normal Share		(3) Conditions under which the normal share is inherited	(4) <i>This column sets out—</i> (A) Shares of Sharers Nos. 3, 4, 5, 8 and 12 as varied by special circumstances; (B) Conditions under which Sharers Nos. 1, 2, 7, 8, 11 and 12 succeed as Residuarys.
	of one	of two or more collectively (b)		
FATHER	1/6	—	When there is a child or child of a son h.L.s.	[When there is no child or child of a son h.L.s., the father inherits as a residuary; see Tab. of Res., No. 3.]
TRUE GRANDFATHER [sec 62 cl. (a)].	1/6	—	When there is a child or child of a son h.L.s. and no father or nearer true grandfather	[When there is no child or child of a son h.L.s., the Tr. G.F. inherits as a residuary, provided there is no father or nearer Tr. G.F.; see Tab. of Res., No. 4.]
HUSBAND	1/4	—	When there is a child or child of a son h.L.s.	1/2 when no child or child of a son h.L.s.
WIFE (c)	1/8	1/8	When there is a child or child of a son h.L.s.	1/4 when no child or child of a son h.L.s.
MOTHER	1/6	—	(a) When there is a child or child of a son h.L.s., or (b) when there are two or more brothers or sisters, or even one brother and one sister, whether full consanguine or uterine.	1/3 when no child or child of a son h.L.s., and not more than one brother or sister (if any); but if there is also a wife or husband and the father, then only 1/3 of what remains after deducting the wife's or husband's share
TRUE GRANDMOTHER sec 62, cl. (c)].	1/6	1/6	A. <i>Maternal</i> —when no mother, and no nearer true grandmother either paternal or maternal. B. <i>Paternal</i> —when no mother, no father, no nearer true grandmother either paternal or maternal, and no intermediate true grandfather.	
DAUGHTER	1/2	2/3	When no son.	[With the son she becomes a residuary; see Tab. of Res., No. 1.]
SON'S DAUGHTER h.L.s. sec 62, cl. (f)]. <i>e.g.</i>	1/2	2/3	When no (1) son, (2) daughter, (3) higher son's son, (4) higher son's daughter, or (5) <i>equal son's son</i> . (d)	When there is only one daughter, or higher son's daughter but no (1) son, (2) higher son's son, or (3) <i>equal son's son</i> , the daughter or higher son's daughter will take 1/2 and the son's daughter h.L.s. (whether one or more) will take 1/6, i.e., 2/3—1/2] [With an equal son's son she becomes a residuary; see Tab. of Res., No. 2].
Son's Daughter	1/2	2/3	When no (1) son, (2) daughter, or (3) <i>son's son</i> .	When there is only one daughter the son's daughter (whether one or more) will take 1/6, if there be no son or <i>son's son</i> . (With the son's son she becomes a residuary; see Tab. of Res., No. 2].
Son's Son's Daughter	1/2	2/3	When no (1) son, (2) daughter, (3) son's son, (4) son's daughter, or (5) <i>son's son's</i> .	When there is only one daughter or son's daughter, the son's son's daughter (whether one or more) will take 1/6, if there be no (1) son, (2) son's son or (3) <i>son's son's son</i> . [With the son's son's son she becomes residuary; see Tab. of Res., No. 2.]
UTERINE BROTHER or SISTER	1/6	1/3	When no (1) child, (2) child of a son h.L.s., (3) father of (4) true grandfather.	
FULL SISTER	1/2	2/3	When no (1) child, (2) child of a son h.L.s., (3) father (4) true grandfather, or (5) <i>full brother</i> .	[With the full brother she becomes a residuary; see Tab. of Res., No. 5.]
CONSANGUINE SISTER	1/2	2/3	When no (1) child, (2) child of a son h.L.s., (3) father, (4) true grandfather, (5) full brother, (6) full sister, or (7) <i>consanguine brother</i> .	But if there is only one full sister and she succeeds as a sharer, the consanguine sister (whether one or more) will take 1/6, provided she is not otherwise excluded from inheritance. [With the consanguine brother she becomes a residuary; see Tab. of Res., No. 7.]

The collective share is always divided equally among those to whom it is allotted.

A Mahomedan can have as many as four wives at a time.

If there be a *son's son* and a *son's son's daughter*, the former is a *higher son's son* in relation to the latter. If there be a *son's son* and a *son's daughter*, the former is a *lower son's son* in relation to the latter. And if there be a *son's son* and *son's daughter* or a *son's son's daughter*, the former is in *equal son's son* in relation to the latter, both being equally removed from the deceased.

TABLE OF SHARERS—SHIA LAW [§90]

(Baillie, II, 271-276, 381.)

Sharers	Normal share		Conditions under which the share is inherited	Share as varied by special circumstances
	of one	of two or more collectively		
1. Husband	1/4	..	When there is a lineal descendant.	1/2 when no such descendant.
2. Wife	1/8	1/8	When there is a lineal descendant.	1/4 when no such descendant
3. Father ²	1/6	..	When there is a lineal descendant	[If there be no lineal descendant, the father inherits as residuary.]
4. Mother	1/6	..	(a) When there is a lineal descendant; or (b) When there are two or more full or consanguine brothers, or one such brother and two such sisters, or four such sisters, with the father.	1/3 in other cases
5. Daughter	1/2	2/3	When no son	[With the son she takes as a residuary]
6. Uterine brother	1/6	1/3	When no parent, or lineal descendant. (see §88)	
7. or sister				
8. Full sister	1/2	2/3	When no parent, or lineal descendant, or full brother, or father's father. (see §88, 101)	[The full sister takes as a residuary, with the full brother and also with the father's father. (see §101)]
9. Consanguine sister	1/2	2/3	When no parent, or lineal descendant, or full brother or sister, or consanguine brother or father's father. (see §88, 101)	[The consanguine sister takes as a residuary with the consanguine brother and also with the father's father. (see §101.)]

CLA2-18

Name :

Register No.:

TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

Second Year - Fourth Semester, End Semester Examinations (Even-Semester), May 2018

CONSTITUTIONAL LAW - II

Time: 2½ Hours

Maximum Marks: 50

Instructions:

- Bare Acts of Constitutional Law is allowed.
- Answer each part of the question paper taking into consideration the statutory provisions, principles of law, illustrations and case laws as and when necessary.

Answer any FIVE Questions:

1. Discuss the Constitutional validity of the following applying the relevant rules of Constitutional Interpretation. [5 + 5 = 10 Marks]
 - A. State Y enacts a law under Entry 6, List II "Public Health and sanitation, hospitals and dispensaries", restricting the use of loudspeakers near hospitals. Mr. A upon being prosecuted for violating the law challenges the competence of the state legislatures to enact such a law on the ground that it encroaches on Entry 31, List I "Broadcasting and other forms of Communication" which is within the exclusive domain of legislature.
 - B. State Z enacted a law for holding a common entrance test to select candidates for professional course in the State. This law is challenged on the ground that it interferes with the legislative power of the Parliament under Entry 66, List I.

Entry 66, List I: Coordination and Determination of standards in institutions of Higher Education.

Entry 25, List III: Education, including technical, medical education and universities subject to the provisions of entries 63, 64, 65 and 66 of List I.
2. A) Power of the High Courts under Article 226 is held not only to be injunctive in ambit but is also remedial in scope. In the light of this observation, discuss the scope of writ jurisdiction of High Courts under the Constitution of India with the help of decided case law. [6 Marks]

B) Mr. 'X's son was awarded death sentence which was finally approved by the Supreme Court. But the fact of convict being a juvenile at the time of commission of the offence, remained unnoticed even in review petition under Article 137. Suggest an appropriate remedy in this case. Support your answer with relevant case law. [4 Marks]

3. A) Explain the principle of 'repugnancy'. What procedures are to be followed to make a state law valid, even if the same was repugnant to the Power of the Parliament to Legislature? [5 Marks]

B) Parliament enacted the Hindu Succession Act 1956 which recognized only limited rights of daughters as compared to sons in joint family property of a deceased male Hindu. The State of Andhra Pradesh amended the said Act in 1985 which treated daughters as coparceners provided that their marriage had not been performed before 05.09.1985. Subsequently, Parliament amended the Hindu Succession Act which provided that irrespective of the date of marriage, all daughters would deem to be coparceners. The parliament while amending Section 6 of the Hindu Succession Act, 1956 did not repeal the Andhra Pradesh Amendment Act.

What is the effect of the 2005 amendment done by the Parliament regarding the rights of married daughter in the state of Andhra Pradesh? Discuss. [5 Marks]

[Hint: List III, Entry 5:

Marriage and divorce; infants and minors; adoption; wills, intestacy and succession; joint family and partition]

4. During a 'national emergency', a citizen has no *locus standi* to move before a Constitutional Courts to enforce his or her certain fundamental rights. Reflect on this statement and discuss about the innate relationship between fundamental rights during National Emergency. Justify your answer with relevant case laws. [10 Marks]

5. A) Critically analyse the law of Parliamentary Privileges as available to the Member of Parliament in India. Explain the relationship between Parliamentary Privileges and Fundamental Rights? [7 Marks]

B) X, a sitting member of the Lok Sabha is disqualified from the membership on account of accepting bribe. Discuss the validity of his disqualification. [3 Marks]

6. A) Critically analyze the concept of "Collegium System" for the appointment of judges of Supreme Court and High Courts. Can the appointment of judge made by collegium be challenged on any ground? [5 Marks]

B) The Procedure for the removal of a judge is both ineffective and outdated. Place your arguments in favour as well as against the procedure with the aid of decided case laws. [5 Marks]

Name :

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TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) Degree Programme

Third Year - Sixth Semester, End Semester Examinations (Even-Semester), May 2018

POLITICAL SCIENCE – IV (Public Policy and Public Administration)

Time: 2½ Hours

Maximum Marks: 50

Part – A (3 X 10 = 30 Marks)

Answer any THREE of the following questions. Answer to each question should not be less than 500 words:

1. Define Public Policy and discuss various types and stages of Public Policy.
2. "The Hawthorne researches demonstrate the need to analyze organizations as living social structures"- Comment.
3. Explain the main features and implications of 73rd and 74th Constitutional Amendment Acts.
4. Explain the Legislative and Executive controls over Public Administration.

Part – B (4 X 5 = 20 Marks)

Answer any FOUR of the following questions. Answer to each question should not be less than 300 words:

5. Explain the four Ps of departmental basis – Purpose, Process, Persons and Place.
6. What is Delegated Legislation? What are the Merits and Drawbacks of Delegated Legislation?
7. Explain the objectives, organization and functions of NITI Aayog.
8. Write about the Constitution, Powers and Functions of National Human Rights Commission.
9. Write a brief note on MGNREGA, 2005.

Name :

Register No.:

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TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.Com. LL.B. (Hons) Degree Programme

Third Year - Sixth Semester, End Semester Examinations (Even-Semester), May 2018

FINANCIAL MANAGEMENT AND PRACTICAL AUDITING

Time: 2½ Hours

Maximum Marks: 50

Part – A (4 X 5 = 20 Marks)

Answer ALL the following questions:

1. Explain the concept of “cost of capital”. Also explain different types of costs
2. As an Auditor how would you audit Accounts of Law firms?
3. “Risk analysis is an essential feature of investment decision making process”
What are the major risk factors and how will you control them?
4. Auditor: “A watchdog not a bloodhound” Do you Agree?

Part – B (3 X 10 = 30 Marks)

Answer any THREE of the following questions:

5. A Ltd., has under consideration the following two projects. Their details are as under:

	<u>Project X</u>	<u>Project Y</u>
Investment in Machinery	Rs.10,00,000	Rs.15,00,000
Life of Machinery	4 years	6 years
Scrap value of Machinery	10%	10%
Tax rate	50%	50%
Income from depreciation and tax		
at the end of year:		
1	Rs.8,00,000	15,00,000
2	8,00,000	9,00,000
3	8,00,000	15,00,000
4	8,00,000	8,00,000
5	-	6,00,000
6	-	3,00,000

You are required to calculate the (a) Pay Back Period (b) Net Present Value (c) Internal Rate of return and suggest which project is to be preferred.

6. While preparing a project report on behalf of a client you have collected the following facts.

	Amount per unit (Rs.)
Estimated cost per unit of production is:	
Raw material	80
Direct labour	30
Overheads (Exclusive depreciation)	60
Total cost	170

Additional Information:

Selling price Rs.200 per unit

Level of activity: 1,04,000 units of product per annum

Raw materials in stock = 4 weeks

Work in progress (assume 50% completion stage in respect of conversion costs) = average 2 weeks

Finished goods in stock = average 4 weeks

Credit allowed by supplier = average 4 weeks

Credit allowed to debtors = average 8 weeks

Lag in payment of wages = average 1 1/2 weeks

Cash at bank is expected to be Rs.25, 000

You may assume that production is carried on every throughout the year (52 weeks) and wages and overheads accrue similarly. All sales are on credit basis only. Estimate the net working capital required for that project. Add 10% to you computed figure to allow contingencies.

7. A company has sales of Rs.10,00,000/- variable cost of Rs.7,00,000/- and operating fixed cost of Rs.2,00,000/- and debt of Rs.5,00,000/- at 10% rate of interest. What are the operating, financial and combined leverages? If the firm's sales increased to the level of Rs.12,00,000/- what will be their new leverages and if their sales is increased and decreased by 15%, what will be their new EPS and Tax rate is 50%.
8. (a) XYZ Ltd., belongs to a risk class for which the appropriate capitalization rate is 10%. It currently has outstanding 50,000 shares selling at Rs.100 each. The firm is contemplating the declaration of dividend of Rs.5 per

share at the end of the current financial year. The company expects to have a net income of Rs.5,00,000/- and has a proposal for making new investments of Rs.10,00,000/-. Show that under the MM hypothesis, the payment of dividend does not effect the value of the firm.

(7 Marks)

- (b) The following information is available in respect of a firm:

Capitalization rate is 10%

Earnings per share is Rs.50/-

Rate of return on investment is 12%

Show the effect of dividend policy on market price of shares applying

Walter's formula when dividend payout ratio is (a) 0% (b) 20%

(c) 40%

(3 Marks)

Present Value and Future Value Tables

Table A-3 Present Value Interest Factors for One Dollar Discounted at k Percent for n Periods: $PVIF_{k,n} = 1 / (1 + k)^n$

Period	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%	13%	14%	15%	16%	20%	24%	28%	30%
1	0.9901	0.9804	0.9709	0.9618	0.9524	0.9434	0.9346	0.9259	0.9174	0.9091	0.9009	0.8929	0.8850	0.8772	0.8696	0.8621	0.8333	0.8065	0.8000	0.7692
2	0.9803	0.9612	0.9428	0.9248	0.9070	0.8900	0.8734	0.8572	0.8417	0.8264	0.8116	0.7972	0.7831	0.7693	0.7561	0.7432	0.6944	0.6504	0.6400	0.5917
3	0.9706	0.9423	0.9161	0.8910	0.8669	0.8439	0.8213	0.7998	0.7793	0.7598	0.7412	0.7231	0.7055	0.6891	0.6737	0.6593	0.5927	0.5488	0.5300	0.4652
4	0.9610	0.9238	0.8886	0.8648	0.8427	0.8216	0.7998	0.7793	0.7598	0.7412	0.7231	0.7055	0.6891	0.6737	0.6593	0.6456	0.5656	0.5169	0.4950	0.4159
5	0.9516	0.9057	0.8726	0.8501	0.8287	0.8082	0.7875	0.7675	0.7481	0.7292	0.7107	0.6926	0.6750	0.6578	0.6411	0.6251	0.5319	0.4766	0.4517	0.3543
6	0.9423	0.8870	0.8556	0.8336	0.8129	0.7928	0.7729	0.7532	0.7338	0.7146	0.6957	0.6771	0.6588	0.6408	0.6232	0.6061	0.4999	0.4367	0.4071	0.2953
7	0.9332	0.8776	0.8468	0.8244	0.8044	0.7847	0.7652	0.7459	0.7268	0.7078	0.6891	0.6706	0.6523	0.6343	0.6166	0.5993	0.4828	0.4118	0.3772	0.2573
8	0.9243	0.8684	0.8380	0.8153	0.7959	0.7765	0.7573	0.7383	0.7194	0.7006	0.6820	0.6635	0.6452	0.6272	0.6094	0.5919	0.4649	0.3860	0.3461	0.2263
9	0.9154	0.8593	0.8293	0.8063	0.7875	0.7684	0.7495	0.7307	0.7120	0.6934	0.6749	0.6565	0.6382	0.6201	0.6022	0.5845	0.4494	0.3623	0.3170	0.1963
10	0.9065	0.8502	0.8205	0.7973	0.7790	0.7605	0.7418	0.7232	0.7046	0.6861	0.6676	0.6491	0.6307	0.6124	0.5942	0.5761	0.4325	0.3368	0.2850	0.1633
11	0.8977	0.8413	0.8118	0.7884	0.7705	0.7516	0.7329	0.7143	0.6957	0.6771	0.6585	0.6400	0.6215	0.6031	0.5847	0.5664	0.4141	0.3186	0.2600	0.1373
12	0.8890	0.8325	0.8032	0.7796	0.7621	0.7429	0.7244	0.7058	0.6872	0.6686	0.6500	0.6314	0.6128	0.5943	0.5758	0.5574	0.3958	0.2999	0.2330	0.1103
13	0.8804	0.8238	0.7946	0.7708	0.7536	0.7341	0.7156	0.6969	0.6782	0.6595	0.6408	0.6221	0.6034	0.5847	0.5660	0.5474	0.3839	0.2876	0.2120	0.0893
14	0.8719	0.8152	0.7861	0.7621	0.7452	0.7254	0.7068	0.6880	0.6692	0.6504	0.6316	0.6127	0.5938	0.5749	0.5560	0.5372	0.3694	0.2726	0.1900	0.0673
15	0.8634	0.8066	0.7776	0.7534	0.7368	0.7167	0.6981	0.6792	0.6603	0.6414	0.6224	0.6034	0.5844	0.5654	0.5464	0.5274	0.3577	0.2602	0.1776	0.0549
16	0.8550	0.7981	0.7692	0.7449	0.7285	0.7082	0.6895	0.6705	0.6515	0.6324	0.6133	0.5942	0.5751	0.5560	0.5369	0.5178	0.3450	0.2468	0.1642	0.0415
17	0.8467	0.7897	0.7609	0.7365	0.7202	0.7000	0.6811	0.6620	0.6428	0.6236	0.6044	0.5852	0.5660	0.5468	0.5275	0.5082	0.3331	0.2333	0.1507	0.0280
18	0.8384	0.7813	0.7525	0.7280	0.7117	0.6914	0.6724	0.6533	0.6341	0.6148	0.5955	0.5762	0.5569	0.5375	0.5181	0.4987	0.3197	0.2184	0.1358	0.0131
19	0.8301	0.7730	0.7442	0.7196	0.7033	0.6830	0.6639	0.6447	0.6255	0.6062	0.5869	0.5676	0.5482	0.5288	0.5094	0.4899	0.3079	0.2051	0.1225	0.0000
20	0.8219	0.7648	0.7359	0.7113	0.6950	0.6747	0.6555	0.6362	0.6169	0.5975	0.5781	0.5587	0.5392	0.5197	0.4999	0.4799	0.2939	0.1895	0.1069	0.0000
21	0.8137	0.7566	0.7277	0.7031	0.6868	0.6665	0.6472	0.6279	0.6085	0.5891	0.5696	0.5501	0.5305	0.5109	0.4912	0.4714	0.2814	0.1755	0.0929	0.0000
22	0.8056	0.7485	0.7196	0.6950	0.6787	0.6584	0.6391	0.6197	0.6003	0.5808	0.5612	0.5416	0.5219	0.5022	0.4824	0.4626	0.2686	0.1603	0.0777	0.0000
23	0.7975	0.7404	0.7115	0.6869	0.6706	0.6503	0.6310	0.6116	0.5921	0.5725	0.5528	0.5331	0.5133	0.4935	0.4737	0.4538	0.2558	0.1455	0.0629	0.0000
24	0.7894	0.7323	0.7034	0.6788	0.6625	0.6422	0.6229	0.6035	0.5840	0.5644	0.5447	0.5250	0.5052	0.4853	0.4654	0.4455	0.2415	0.1286	0.0460	0.0000
25	0.7813	0.7242	0.6953	0.6707	0.6544	0.6341	0.6148	0.5954	0.5759	0.5563	0.5366	0.5168	0.4969	0.4769	0.4569	0.4368	0.2288	0.1139	0.0313	0.0000
26	0.7732	0.7161	0.6872	0.6626	0.6463	0.6260	0.6067	0.5873	0.5678	0.5481	0.5283	0.5084	0.4885	0.4685	0.4484	0.4282	0.2162	0.1003	0.0177	0.0000
27	0.7651	0.7080	0.6791	0.6545	0.6382	0.6179	0.5986	0.5791	0.5595	0.5398	0.5199	0.4999	0.4798	0.4596	0.4394	0.4191	0.2051	0.0862	0.0036	0.0000
28	0.7570	0.7000	0.6711	0.6465	0.6302	0.6099	0.5904	0.5708	0.5511	0.5313	0.5114	0.4914	0.4713	0.4511	0.4308	0.4105	0.1925	0.0700	0.0000	0.0000
29	0.7489	0.6919	0.6630	0.6384	0.6221	0.6018	0.5823	0.5626	0.5428	0.5229	0.5029	0.4828	0.4626	0.4423	0.4220	0.4017	0.1777	0.0512	0.0000	0.0000
30	0.7408	0.6838	0.6549	0.6303	0.6140	0.5937	0.5742	0.5544	0.5345	0.5145	0.4944	0.4742	0.4539	0.4336	0.4132	0.3928	0.1648	0.0343	0.0000	0.0000
31	0.7327	0.6757	0.6468	0.6222	0.6059	0.5856	0.5661	0.5462	0.5262	0.5061	0.4859	0.4656	0.4452	0.4248	0.4044	0.3839	0.1519	0.0174	0.0000	0.0000
32	0.7246	0.6676	0.6387	0.6141	0.5978	0.5775	0.5576	0.5375	0.5173	0.4970	0.4767	0.4563	0.4358	0.4153	0.3947	0.3741	0.1372	0.0000	0.0000	0.0000
33	0.7165	0.6595	0.6306	0.6060	0.5897	0.5694	0.5493	0.5291	0.5088	0.4884	0.4680	0.4475	0.4269	0.4062	0.3855	0.3648	0.1248	0.0000	0.0000	0.0000
34	0.7084	0.6514	0.6225	0.5979	0.5816	0.5613	0.5412	0.5209	0.5006	0.4802	0.4597	0.4391	0.4184	0.3976	0.3768	0.3560	0.1119	0.0000	0.0000	0.0000
35	0.7003	0.6433	0.6144	0.5898	0.5735	0.5532	0.5331	0.5128	0.4924	0.4719	0.4513	0.4306	0.4098	0.3889	0.3680	0.3471	0.0999	0.0000	0.0000	0.0000
36	0.6922	0.6352	0.6063	0.5817	0.5654	0.5451	0.5249	0.5046	0.4841	0.4635	0.4428	0.4220	0.4011	0.3802	0.3592	0.3382	0.0878	0.0000	0.0000	0.0000
37	0.6841	0.6271	0.5982	0.5736	0.5573	0.5370	0.5167	0.4963	0.4757	0.4550	0.4342	0.4133	0.3923	0.3713	0.3502	0.3291	0.0754	0.0000	0.0000	0.0000
38	0.6760	0.6190	0.5901	0.5655	0.5492	0.5289	0.5085	0.4880	0.4673	0.4465	0.4256	0.4046	0.3835	0.3624	0.3413	0.3202	0.0637	0.0000	0.0000	0.0000
39	0.6679	0.6109	0.5820	0.5574	0.5411	0.5208	0.5004	0.4799	0.4591	0.4382	0.4172	0.3961	0.3750	0.3538	0.3326	0.3114	0.0501	0.0000	0.0000	0.0000
40	0.6598	0.6028	0.5739	0.5493	0.5330	0.5127	0.4922	0.4716	0.4507	0.4297	0.4086	0.3874	0.3662	0.3449	0.3236	0.3023	0.0386	0.0000	0.0000	0.0000
50	0.6089	0.5519	0.5230	0.4984	0.4821	0.4617	0.4412	0.4206	0.3999	0.3791	0.3582	0.3372	0.3161	0.2949	0.2736	0.2523	0.0000	0.0000	0.0000	0.0000

Table A-4 Present Value Interest Factors for a One-Dollar Annuity Discounted at k Percent for n Periods: $PVIFA = [1 - 1 / (1 + k)^n] / k$

Period	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%	13%	14%	15%	16%	20%	24%	28%	30%
1	0.9901	0.9804	0.9709	0.9618	0.9524	0.9434	0.9346	0.9259	0.9174	0.9091	0.9009	0.8929	0.8850	0.8772	0.8696	0.8621	0.8333	0.8065	0.8000	0.7692
2	1.9794	1.9416	1.9125	1.8811	1.8504	1.8204	1.7900	1.7603	1.7311	1.7024	1.6741	1.6461	1.6184	1.5911	1.5641	1.5372	1.4333	1.3165	1.1800	1.0600
3	2.9410	2.8839	2.8368	2.7896	2.7423	2.6950	2.6477	2.6004	2.5531	2.5058	2.4585	2.4112	2.3639	2.3166	2.2693	2.2220	1.9999	1.7750	1.5200	1.2400
4	3.9020	3.8077	3.7134	3.6191	3.5248	3.4305	3.3362	3.2419	3.1476	3.0533	2.9590	2.8647	2.7704	2.6761	2.5818	2.4875	2.0999	1.7100	1.3000	0.9200
5	4.8634	4.7196	4.6757	4.6318	4.5879	4.5440	4.5001	4.4562	4.4123	4.3684	4.3245	4.2806	4.2367	4.1928	4.1489	4.1050	3.4999	2.7400	2.0000	1.3600
6																				

Name :

Register No.:

TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

Third Year – Sixth Semester, End Semester Examinations (Even-Semester), May 2018

CORPORATE LAWS-II

Time: 2½ Hours

Maximum Marks: 50

Information to the candidates:

1. This is a open book examination. Corporate Laws Manual, Printed judgments, published articles and photocopies of any of them alone is allowed in the examination hall.
2. Marks are printed against each question.
3. Candidates are required to reply on the question AS IS given.

Answer ALL the following questions:

1. Mr. X, a Citizen of France was appointed as one of the five directors in the company. Company is seeking your advice on the validity of the appointment of Mr. X to the Board? Advice the company.

(10 Marks)

2. Aroma Co Ltd., having a total of 10000 Crores paid up capital and presence in 20 states in India had a peculiar situation that it has to get the current Managing Director, who is also appointed as Chairman with additional remuneration of 2500000/- per annum for the post of Chairman, off the Company. What are laws to be complied for the removal of the Managing Director? Do you have any alternative suggestions to the Company so that the cost of such parting ways with the Managing Director will be reduced to the Company?

(15 Marks)

3. Mr. Z, an executive director of the Company was participating in the board meeting through the video conferencing. Subsequent to the meeting one of the member who owns about 10,00,000 Lakhs of shares out of 1,00,00,000 shares has sent a letter to the Company stating that the participation of Mr. Z in board meeting through video conferencing is to be avoided and that his attendance not to be counted for the purpose of quorum in the board meeting. Mr. Z seeks advice from if there is any violation of law by the company. Advice Mr. Z.

(10 Marks)

4. The Techno Serve Ltd., was known to have adhered to the highest standard of corporate governance rules. Its board had very reputed auditors appointed under the provision of the Companies Act, 2013 for carrying out the audit of the functions and activities of the Company. One of the members seeks your view on the legality of the appointment by the Board. The member alleges that the Audit Committee of the Company did not get involved in the appointment process. Advise the member as to the role of the audit committee and legality of the appointment.

(15 Marks)

LAL2-18

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B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

Third Year – Sixth Semester, End Semester Examinations (Even-Semester), May 2018

LABOUR LAW-II

Time: 2½ Hours

Maximum Marks: 50

Instructions:

Answer all the questions taking into consideration the statutory provisions, principles of law, illustrations and case laws as and when necessary.

Answer all the following questions:

1. Consider the following set of facts and decide the case below: (10 Marks)

The appellant Parkview Paradise Residency and Sangam SRM Tourism are private companies registered in Madurai, District of Tamil Nadu having more than 1000 employees working in it. The Government of Tamil Nadu issued a notification 'A' in March 2017 under Section 1(5) of the ESI Act, 1948 covering certain class of establishments dealing with business in Tourism & Transport. The dispute arose when the Deputy Director of ESIC served show cause notice to the branch offices of appellants at Coorg for default in payment of contribution by the principal employer for a certain contribution period from 1st April 2017 to 30th September 2017. The appellants contended that the above notification would not apply to them. Later in January 2018 an independent Notification 'B' was issued by the Karnataka Government.

Decide:

- The applicability of notification 'A' with regard to the extent and scope of application of the ESI Act, 1948.
- Decide the liability of the Principal Employer to pay contribution before and after January 2018.
- Earlier the same parties were engaged in the business of software development and had denied contribution, and had challenged the letter demanding ESI Contribution from them on the ground that the unit was not carrying any manufacturing process within the meaning of the relevant provision of the relevant Act under which they were asked to contribute. Decide.

2. Consider the following statements as said by M.C Mehta: (10 Marks)

Argument I: In Bhopal Gas Tragedy the US multinational company UCC argued sabotage. The Indian government could not (or would not) prove negligence or regulatory failure or even lack of responsible adherence to internal safety standards. The liability was never established, partly because of ignorance, combined with powerlessness.

Argument II: The power of multinationals, especially over their 'key management personnel' is neither restricted by national boundaries nor effectively controlled by international law, this is because of the complex corporate structure of multinationals with networks of subsidiaries and decisions which make it exceedingly difficult or even impossible to pinpoint responsibility for the damage caused by the enterprise.

Do you agree with the statements?

- a. Critically analyse the statements in light of Labour Legislations, and the reforms that followed which would dilute the harshness of the statements. Also give your opinion on how well India is prepared to deal with such hazards as on 22nd May, 2018.

3. While carrying out the assessment of the applicable wage rates for different categories of employees in order to calculate the statutory bonus the petitioners Netflix Lexis Travels Pvt. Ltd found that Mr. Indrajeet Sengupta who had been working as the assistant hospitality manager since 1996-2017 in the company with a consolidated payment of Rs. 20,000, had been engaged in misappropriation of property. The departmental inquiry committee later found out that misappropriation couldn't be proved and that he was innocent. Later, after a week Mr.Sengupta was accused of hurling abuses at one his senior managers. He was dismissed from the company as well as statutory bonus as well as productivity bonus payable to him for consecutive three years was also not given to him. The company was running in huge profit since last few years so employees were getting maximum bonus for past four years which was probably expected in 2017 also. Mr.Sengupta has filed a case before the appropriate authority under the bonus act. Is his claim maintainable?

(10 Marks)

- a. Discuss all the aspects of the case and give legal advice to Mr.Sengupta to adopt a course of action, giving appropriate legal reasons for it.

4. Consider the following legal arguments and answer the question:

(10 Marks)

Argument I: Provident Fund retirees and Pension retirees constitute different classes, and they cannot be said to form a homogeneous class.

Argument II: The pension retirees alone did constitute a homogeneous class within which any further classification for the purpose of liberalised pension scheme was impermissible.

Which of the two argument according to you is correct? Decide the precision of the arguments and explain how gratuity, P.F and Pension are different from each other.

5. Hart & Fuller Juris Construction Ltd. (Herein after called HFJC) has about 31 female employees who were recruited to work on a perennial basis for the same nature of work but their services were not regularized and hence they continued to work on casual basis. Prabata Kapoor one among the 31 workers had been working in the SDMC since last 5 years filed a case for maternity benefits, but HFJC denied the benefits and issued a dismissal notice against Prabata. Later she filed an appeal before the industrial tribunal against her dismissal order and for the benefits arising out of the Maternity Benefit Act, 1961. While the decision was pending, Prabata died post delivery, giving birth to the child. After five days of Prabata's death the child also died. (10 Marks)

- a. Decide the case in light of the provisions of Maternity Benefit Amendment Act, 2017 and ESI Act and other decided cases.
- b. Decide what would be the cash and non-cash benefits Prabata would be eligible for if she wins the case and how would her death effect the benefits?
- c. Do you think the Maternity Benefit Amendment Act is a welcome move towards protection for women to exercise her right to carry profession guaranteed under Indian Constitution or will it also have adverse impact on the women workforce in labour market?

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TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

Third Year – Sixth Semester, End Semester Examinations (Even-Semester), May 2018

PUBLIC INTERNATIONAL LAW

Time: 2½ Hours

Maximum Marks: 50

PART - A (1 X 10 = 10 Marks)

Question Number 1 is compulsory:

1. The M V *Enrica Lexie*, the ship registered in Italy. When the ship was in the western coast of India, the men on the Italian-flagged privately owned commercial ship began firing; as a result of gun shot two Indian nationals were allegedly killed. After the incident, the *Enrica Lexie* was compelled to proceed to Kochi Port. The Indian coast forms part of the "High Risk Area" for pirate attacks. It was contended by the Italy that the entering of the *Enrica Lexie* into Indian waters has been the result of a subterfuge by the local police, in order to contribute to the identification of some suspected pirates. Two Italian naval personnel were charged under Section 302 of the Indian Penal Code, 1860 and remanded to judicial custody for interrogation. After the Diplomatic discussions, the two marines were allowed to return to Italy on a temporary leave. Indian National Investigation Agency (NIA) also filed charges including murder, mischief, conspiracy and under the Convention on Suppression on Unlawful Acts the Safety of Maritime Navigation, 1988. The government of Italy offered some solatium as compensation to the victims family and relatives the same was challenged by the government of India on the ground that it was a challenge to the Indian judicial system and impermissible. However, Italy clarified by stating that the offer was not compensation in the proceedings initiated by them but by way of goodwill and gesture and would be prevented from precluding claims.

Italy has filed a petition in Kerala High Court contenting on the following grounds:

- (i) Act of Indian government is against the sovereign equality of states.
- (ii) Kerala Police had no authority to conduct investigation in the case.
- (iii) Courts in Kerala lacked its jurisdiction on the ground that the ship was outside the Indian waters and the same in the international navigation area

- (iv) The Italian marine personnel are military personnel on duty in defense of a part of the national territory.
- (v) The marines personnel were entitled to functional immunity.

Therefore the court must stay all further proceedings in the case against the two Italian personnel.

The Government of India contended that Indian courts are competent to initiate appropriate measures claiming coastal state jurisdiction to assert jurisdiction readings of its own statutes. The government of India has also cited principle of Territorial Nexus. Government of India also denied functional immunity and citing the lack of any international obligation regarding immunity from prosecution for Vessel Protection Detachments (VPD) on privately owned merchant vessels. The Supreme Court of India, observed that the State of Kerala did not have jurisdiction beyond certain limits. No criminal trial can take place in India until the issues of jurisdiction and immunity have been decided by the Annex VII Tribunal.

In the mean time, there are sad happening were also experienced including strong disappointment and profound bitterness on diplomatic initiatives between India and Italy. Italian authorities notified India that they would not return the marines unless there was a guarantee they would not face the death penalty. However, Indian strongly demanded for safety for all her personnel and property. Italy guaranteed the safety of its embassy staff in compliance with international treaty obligation. The government of Italy has demanded for human rights protection for the Italian marine personnel.

The European Union (EU) condemned that Italian marine personnel detention without charges in a series beach of their human rights. The EU has also passed a resolution proposing to submit the same dispute to International Arbitration. The Government of India has remarkably condemned the EU proposal and described the EU interference is unnecessary. The United Nations High Commissioner for Human Rights (UNHCHR) has expressed concern regarding the respect of human rights of the two Italian marine personnel. The United Nations (UN) also has advised that the present dispute between India and Italy may have wider implications around matters of international peace and security, including anti-piracy operations therefore both the states should seek a reasonable and mutually acceptable solution bilaterally rather than with the involvement of the UN. Both the states have agreed upon for judicial settlement in accordance with the provisions of international law.

Read the above passage carefully and answer the following questions:

Each sub question must be answered not exceeding 50 words each:

- (A) What are various zones recognized in the United Nations Convention on Law of Sea, 1982 and specify their limits?
- (B) What are the Distinction between Internal waters and Territorial waters?
- (C) What do mean by Piracy in international law?

- (D) What do you mean by flag state theory in international law?
- (E) What are differences between Sovereign Immunity and Diplomatic Immunity?
- (F) Whether the Italian marine personnel are immune from Criminal Jurisdiction under the Vienna Convention on Diplomatic Relations, 1961?
- (G) Who may exercise jurisdiction for any offence committed in Indian Territorial Waters?
- (H) If by government of India, What are the Indian Statues and Legislations could be referred to confer jurisdiction?
- (I) State and mention the jurisdiction of International Tribunal of Law of the Sea in taking cognisance of the offence occurred in the Indian Territorial waters.
- (J) State the relevance of Universal Jurisdiction as proposed by the Permanent Court of International Justice in *Lotus case*?

PART - B (3 X 8 = 24 Marks)

Answer any THREE of the following in not exceeding 500 words each.

2. Article 38 (1) of the Statute of International Court of Justice is widely recognized as the most authoritative statement as to the sources of International Law. Critically examine this statement by referring the essential elements of custom with relevant judicial decisions.
3. "The threat or use of nuclear weapons would generally be contrary to the rules of international law applicable in armed conflict, and in particular the principles and rules of humanitarian law. The Court Cannot conclude definitely whether the threat or use of nuclear weapons would be lawful or unlawful in an extreme circumstance of self-defence, in which the very survival of a State would be at stake."
- Legality of the Threat or Use of Nuclear Weapons*, (1996) I.C.J. Rep. 66.
- Analyse this statement by referring ILC Draft Articles on State Responsibility, 2001 and do what extend States are responsible for the environmental harm between present and future generations.
4. Define State in International Law? What are the modes for acquisition and Loss of State Territory in International Law?
5. All Members shall refrain in their international relations from the threat or use of force against the territorial integrity or political independence of any state, or in any other manner inconsistent with the Purposes of the United Nations. Article 2 (4) of the United Nations Charter.

Examine this statement by referring the relevant provisions of the United Nations to adopt suitable measures by the Security Council in achieving its primary responsibility.

Answer any TWO of the following in not exceeding 400 words each (Answer the problem by referring relevant judicial precedents in international law):

6. State 'A' claims a right of passage between Daman and the enclaves, across intervening state B's territory, to the extent necessary for the exercise of its sovereignty over the enclaves, subject to B's right of regulation and control of the passage claimed, and without any immunity in State A's favour. State B contended that State A is proved by A's admission that on the exercise of the rights is subject to State B's regulation and control as the territorial sovereign, and the right is not accompanied by any immunity, even in the case of the passage of armed forces. However, State A's peaceful usage over the enclaves was interrupted by State B. State A contended that customary principle of international law permit absolute sovereignty over the enclaves. State B contended that practice between only two states was not sufficient to form a local custom therefore the State A's claim on the territory is not sustainable. Whether the State B's contention is acceptable in international law? Decide.
7. PQRS Limited was corporation incorporated in State 'C'. The corporation produced and supplied electricity in State 'D'. PQRS Ltd., has issued bonds to investors including State D's investors, but during the State D's Civil War, the D's government refused to allow PQRS Ltd., to transfer currency to pay bondholders the interest they were due. In 1948, a group of bondholders of State 'C' sues in State 'D' to declare PQRS Ltd., had defaulted on the ground it had failed to pay the interest and the Court allowed their claim. Of the shares, 88 percent were owned by State E's shareholders, and State E's made an initial claim at the International Court of Justice (ICJ) in 1958, but later withdrew it to allow negotiations. Subsequent negotiations broke down, and a new claim was filed in 1962. State 'D' contended that State 'E' had no standing because PQRS was a State A's Company. Whether the contentions of State 'D' sustainable? Decide.

8. a) Domestic Jurisdiction

b) International Commission for Settlement of Investment Disputes (ICSID)

PART - D (3 X 2 = 6 Marks)

Answer any THREE of the following in not exceeding 150 words each:

9. *Rebus Sic Standibus*
10. Distinguish Public International Law and Private International Law
11. Five Freedoms of Air
12. Comment upon *Trial Smelter Arbitration Case*, U. N. Rep. Int'l Arb. Awards 1905 (1)
13. Subsidiary Organs

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B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

Third Year – Sixth Semester, End Semester Examinations (Even-Semester), May 2018

INTELLECTUAL PROPERTY LAW

Time: 2½ Hours

Maximum Marks: 50

Instructions:

- Support your answers with suitable legal provisions and relevant case laws.
- Use IRAC/IRAD method for solving the problem question.

PART – A (3 X 8 = 24 Marks)

Answer any THREE of the following Questions:

- Who is a 'true and first' inventor under Patents Act, 1970? Identify the reasons for insisting that human beings alone could be treated as inventors?
- "One of the surest and the safest test to determine whether or not there has been a violation of copyright is to see if the reader, spectator or the viewer after having read or seen both the works is clearly of the opinion and gets an unmistakable impression that the subsequent work appears to be a copy of the original". Do you think that this test is adequate and safe to separate an idea while protecting the expression of an idea?
- State the essential requirements for registration of a 'design' under Designs Act, 2000. What is the difference between novelty and originality in design? How is the novelty or originality under the Designs Act different from those under the Patent and Copyright Acts?
- What is Traditional Knowledge? Analyse the possible standards for treating traditional knowledge as part of intellectual property. Do you agree with the statement that the traditional knowledge, however defined, resides firmly in the public domain? Why?

5. What are non-traditional marks? State in brief the requirements for registration of a trademark and critically analyse the issue of registrability of non-traditional marks in the light of decided cases.

PART – B (2 X 10 = 20 Marks)

Answer any TWO of the following Questions:

6. 'M/s.Gaurav Steels Private Limited' (hereinafter GSPL) is a company manufacturing steel products under the trademark 'Gujrat' since 1988. The GSPL claimed that the trademark 'Gujrat' has acquired secondary meaning on account of its continuous and exclusive use coupled with large-scale publicity and advertisement. The purchasers of the GSPL products are general labourers, mechanics, plumbers and builders etc.. In 2004, the GSPL successfully registered their trademark 'Gujrat' under 'Class 6' before the Registrar of Trademarks, New Delhi. In 2015, M/s. Astra Steels Private Limited (hereinafter ASPL) a new entrant in the steel business and a competitor to GSPL started using the trademark 'Gujarat' for its steel products and also filed an application for registration under 'Class 6' before the Registrar of Trademarks, New Delhi. Aggrieved by the above, the GSPL filed a suit for infringement of its trademark 'Gujrat' against ASPL under the ground of deceptively similar mark. Decide.
7. 'Autobots' is a globally known automobile manufacturer company incorporated in Korea. In 1997, it has launched the world's first commercial hybrid car named 'Bumblebee' in Korea, United States, United Kingdom and Australia etc. In 1995, during the trial phase, Autobots Company successfully obtained trademark registration for the word 'Bumblebee' in Korea and eventually in other jurisdictions thereafter. M/s. Optimus Prime Auto Industries (hereinafter Optimus) an Indian automobile spare parts manufacturing company in 2001 had adopted and used the mark 'Bumblebee'. Further, in 2003 Optimus successfully obtained two trademark registrations in India for their mark 'Bumblebee'. Later in 2012, Autobots introduced 'Bumblebee' in the Indian market and they came to know about the use of their trademark by Optimus. Following which, 'Autobots' filed a passing off action against 'Optimus' on the ground that Optimus is using their well-known trademark "Bumblebee" without any consent and contended on basis of global reputation and prior user. Decide.
8. 'Hike' is a popular firm in the United States of America (U.S.A) engaged in the business of manufacturing and marketing sports shoes and footwear since 1990. It is known for the excellent quality of its products globally including India. In July 2012, Hike introduced a new sports shoe in India under the trademark 'Infinity' and it was sold more than one million units in the first three months

and became an instant hit. The side trim device of the infinity sports shoe which is a part of the trademark as well, is said to be the artistic work designed by one Mr.Mark Zuckerberg and he assigned all of his copyright therein to 'Hike'. Treating it to be an artistic work, Hike applied for copyright in India and its application was rejected on the basis there exists already a design registration on the side trim device by Hike in India. The Registrar of Copyright and Copyright Board observed that 'a design when registered under Designs Act, 2000 loses copyright protection'. Against the decision, Hike preferred an appeal before High Court of Madras. Decide.

PART – C (2 X 3 = 6 Marks)

Answer any TWO of the following Questions:

9. Trafficking of Trademarks
10. Criteria for Registration of Plant Varieties in India.
11. *A&M Records, Inc. v. Napster, Inc., 239 F.3d 1004 (2001)*

Name : Register No.: **TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI****B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme**

Third Year – Sixth Semester, End Semester Examinations (Even-Semester), May 2018

LAW OF EVIDENCE

Time: 2½ Hours

Maximum Marks: 50

Instructions:

- Question paper comprises of six questions of 10 marks and **FIVE** questions are to be answered and carry equal marks.
- While attempting questions, kindly keep in mind internal marking given to questions or sub-questions.
- Question Numbers 2 & 3 are compulsory.
- 2.5 Marks questions must be answered in 75 words; 10 Marks questions in 200 words;

1. Adarsh Kumar Goel.J. clarified in *Shafhi Mohammad v. State of Himachal Pradesh*, about 'the legal position on the admissibility of the electronic evidence, especially by a party who is not in possession of device from which the document is produced. Such party cannot be required to produce certificate under Section 65B (4) of the Evidence Act, 1872. The applicability of requirement of certificate being procedural can be relaxed by Court wherever interest of justice so justifies'.

In view of the above said ratio, interpret the sections related to digital evidence and its admissibility.

2. Write short notes on the following (4 X 2.5 = 10 Marks - 75 words each):
- a. *Shall Presume*
 - b. *De novo trial*
 - c. *Pater estquemuptice demonstrate*
 - d. "Any action of an individual, and obviously the violent action constituting a crime, cannot occur without leaving a trace"

3. Kindly read the following situation and examine the witnesses as per Chapter X of the Indian Evidence Act, 1872 (IEA, 1872).

The time was ripe to kill the girl, Krishna told his juvenile nephew on a cold January evening, according to a police report. The ritual had been performed and Alisa, a ten-year-old girl, was taken to a culvert in front of a church where she had been kept in captivity, and sedated, for four days in Nagaur District of Rajasthan. But, before she was strangulated and her head hit twice with a stone "to make sure" she was dead, Rohan Singua, a special police officer, made a demand. He wanted to rape the girl before she was killed.

"As such once again the little girl was gang-raped" by the accused police officer and then by the juvenile. The investigation revealed that the rape and murder were systematic, preplanned. Rizwan, brother of Alisa was the only oral witness who had noticed Krishna talking to his sister. "Accordingly, on the basis of medical opinion, Section 376 (D) of the Indian Penal Code was added in the case. The medical opinion also established beyond doubt that the victim was held in captivity and administered sedatives and the cause of her death was asphyxia leading to a cardiopulmonary arrest", added Mr. Shaazim Sagar, the Medical Expert.

WITNESSES TO BE CALLED AT TRIAL

Prosecution

Rizwan, a juvenile brother of the deceased PW1
Mr. Shaazim Sagar, Medical Expert PW2

Defense

Krishna, DW1
Rohan Singua, DW2

NOTE:

- Proper Chief- Cross- Re-examination procedures must be adopted as per Sec. 138 IEA, 1872; During cross- examination, leading questions are allowed under Sec. 143 IEA, 1872;
- It is mandatory on the part of the counsel to examine both the witnesses;
- Affidavits of the witnesses can be framed by the counsel itself; (Needn't explain/write on the answer sheet);
- If satisfied, at any time the court can declare a witness as hostile as per Sec.154 IEA, 1872;
- The court has invoked Sec.311 CrPC i.e., Power to summon material witness, or examine person present;
- No adjournment is allowed as per Sec.309 CrPC;
- Judgment can be pronounced in 50 words;

4. Read the following and answer accordingly.

Matadin, the father of Ram Lochan appellant, was a fixed rate tenant of the plots in dispute. One Ram Naresh obtained a money decree against Matadin from the Court in the year 1953. He sought to execute the decree by attachment and sale of the immovable property of the judgment-debtor. As under the rules the Small Cause Court had no jurisdiction to execute the decree by attachment and sale of immoveable property. The Court ordered execution by sale of the plots in dispute and transferred the decree for auction sale to the Collector. Accordingly the plots in question were put to auction sale and were purchased by the decree-holder himself on 20th July, 1956. The sale was confirmed on 29th August, 1956, and sale certificate was issued on 8th September, 1956. The Dakhalnama on the record indicates that the decree-holder obtained possession on 14th March, 1957. He got his name recorded in the revenue papers also on the basis of the auction sale. The judgment-debtor meanwhile died leaving behind Ram Lochan appellant as his heir and legal representative. The suit giving rise to the present appeal was filed by Ram Lochan for declaration that he was the Bhumidhar in possession of the plots in dispute and prior to him his father was the Bhumidhar in possession of the plots. He alleged that defendant No. 1 (Ram Naresh) got the suit land sold in execution of the money decree of the Small Cause Court, though such a decree could not have been executed by attachment and sale of immovable property by the executing Court after the enforcement of U. P. Civil Laws (Reforms and Amendment) Act (XXIV of 1954). He also alleged that the judgment-debtor had absolutely no knowledge of the sale proceedings, and no notice was served on him.

Keeping in view above fact-situation, and the scheme of kinds of evidence under the Indian Evidence Act, 1872, answer the following questions:

- a. What kind of evidence/s this fact-situation giving rise to? Enlist and relate with the provisions (2.5 Marks)
- b. Explain Res Gestae (2.5 Marks)
- c. Admissions under Relevancy of facts (2.5 Marks)
- d. *Falsus in Uno Falsus Omnibus* (2.5 Marks)
5. 'Narco-analysis is one of such scientific forms of investigation in which some sort of statement from the accused is acquired which might form an evidence.' – Elucidate the contemporary scientific tests by laying emphasis on the 'Expert Opinion'.
6. Explain the importance laid to documentary evidence in the Indian Evidence Act, 1872.

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TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

End Semester Examinations (Even-Semester), May 2018

CYBER LAW

Time: 2½ Hours

Maximum Marks: 50

- Each question carries 10 marks and answer 5 questions
- Answer the questions consisting of 2.5 marks in 75 words, 4 marks in 150 words, 6 marks in 300 words and 10 marks in 500 words
- Questions number 1 & 4 are compulsory

1. *"The anonymity and lack of transparency and the way in which it conceals and protects money laundering and financing of terrorism is just unacceptable. It needs to be taken into account but then there will be innovations coming out of these movements."* - IMF head Christine Lagarde

Governments around the world have signalled their ongoing or imminent intent to legislate and regulate crypto currencies around the world, and it seems the largest banking and financial firms are waiting for more clarity before they forge ahead with plans to enter the market. Countries like Russia are forging ahead with the creation of their own, government-issued crypto currency, which they can fully control. A major concern is also the massive adoption of Bitcoin and altcoins in the past 12 months.

Having the above said statements in mind, answer the following question.

(2.5 Marks each – 75 Words)

- If in future, cryptos are regulated then what will be the pros and cons of E-commerce industry?
- Digital Signature v. Crypto currencies
- Explain the role played by E-governance in bitcoins.
- Whether bit coin offences/contraventions fall under cyber civil litigation or cyber criminal litigation?

2. As a counsel, argue on behalf of legalising Sec 66 A of Information Technology Act, 2000 and discuss the constitutional and human rights issues revolving around the same.

(10 Marks - 500 Words)

3. 'Cyber crime: Under-reporting of attacks gives hackers a green light', say police. The National Crime Agency warns that a failure to report cyber attacks means that many hackers see no consequences for their actions. In light of the warning given by the Crime Agency, analyse the kinds of existing cyber crimes with relation to the Information Technology Act, 2000.

(10 Marks - 500 Words)

4. On 20th October 2017 all the countries of the world were attacked by cyber nerds to show their dominance. Hence on 30th November 2017 a global summit was held to decide on establishment of 24/7 Network to monitor the cyber space. – For the establishment of 24/ 7 network each country agreed to the following.

- **24/7 Network**, Each Party shall designate a point of contact available on a twenty-four hour, seven-day- a - week basis, in order to ensure the provision of immediate assistance for the purpose of investigations or proceedings concerning criminal offences related to computer systems and data, or for the collection of evidence in electronic form of a criminal offence.
- Such assistance shall include facilitating, or, if permitted by its domestic law and practice, directly carrying out the following measures:
 - i. The provision of technical advice;
 - ii. The preservation of data pursuant;
 - iii. The collection of evidence, the provision of legal information, and locating of suspects.
 - iv. A Party's point of contact shall have the capacity to carry out communications with the point of contact of another Party on an expedited basis. If the point of contact designated by a Party is not part of that Party's authority or authorities responsible for international mutual assistance or extradition, the point of contact shall ensure that it is able to co-ordinate with such authority or authorities on an expedited basis.
 - v. Each Party shall ensure that trained and equipped personnel are available, in order to facilitate the operation of the network.
- To facilitate this global 24/7 network a GCSRA – Global Cyber Space Regulatory Authority is to be constituted by each country.

In view of the above said situation, draft duties and liabilities of GCSRA and also emphasise the need for the establishment of Cyberspace Court.

(10 Marks - 500 Words)

5. Answer the following questions:

- Discuss the importance of brand value in E-Commerce with special reference to the following cases

(6 Marks - 300 Words)

- TATA v. Green Peace
- Satyam info way v sify net
- TATA v Make my trip.com

- State whether trademark is a property? and analyse the difference in the nature of online and offline trademark with special reference to Passing off, applicability of the honest and concurrent user exception.

(4 Marks - 150 Words)

6. (a) Define E contracts and discuss types of E-Contracts with case laws.

(6 Marks - 300 Words)

- (b) State the prospects and risks associated in engaging E-Banking services and also explain the measure taken by banks in regulating E-Banking activities.

(4 marks - 150 Words)

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TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

End Semester Examinations (Even-Semester), May 2018

CRIMINOLOGY, PENOLOGY & VICTIMOLOGY

Time: 2½ Hours

Maximum Marks: 50

Part – A (3 X 8 = 24 Marks)

Answer any **THREE** of the following questions, answer must be descriptive:

1. Trace the evolution of victimology and appreciate the development of Compensatory Jurisprudence of Supreme Court of India in this light.
2. Explain the Constitutional Imperatives relating to prison reforms.
3. Discuss psychological theory of criminology with special reference to Sigmund Freud contribution.
4. Crime and delinquency are outcome of "Social Structural Disorder" - Discuss.

Part – B (3 X 6 = 18 Marks)

Answer any **THREE** of the following questions:

5. The accused aged 20 years was tried for committing murder of his elder brother but he was convicted only under Section 323 of IPC as the injury caused by him was simple in nature. He pleaded to release him on probation which was opposed by the prosecution pointing out that the charge was one for murder. Draft a written submission based on the norms for admitting one on probation.
6. Master Romeo, a boy of sixteen years of age, shot down three of his class mates all of a sudden inside the school compound and ran away from the scene of Crime. The police investigation revealed the involvement of all the three diseased boys and the accused along with some other boys in drugs abuse and selling of drugs to which they were initiated by a local gang. There were several previous occasions in which the accused boy was warned by the teachers and the Principal of the school wherein he was found involved in perpetration of violence against other students. The police

arrested the boy who killed three boys and produced before the Magistrate. The Magistrate remanded the Boy to police custody for further investigation and later committed the case to sessions court for trial. The parent of the boy approach you for legal assistance. Draft a legal opinion examining the legality of the actions adopted by the Magistrate.

7. Mr.Ramachandran is undergoing sentence of imprisonment for life and spend almost five years in prison. His prosecution and punishment was on a charge of murder which he, along with others, committed on political motivation as part of the Left Extremist movement. Though the government was releasing life convicts on furlough under the rules, refused to extend the benefit to Mr.Ramachandran. Mr.Ramachandran's relatives approached you get legal advice to challenge the decision of government not releasing the convict on furlough. Draft a legal opinion on this issue.

8. The Scheduled Castes and The Scheduled Tribes (Prevention of Atrocities) Act, 1989 Section 3. (2) Whoever, not being a member of a Scheduled Caste or a Scheduled Tribe, -

(i) gives or fabricates false evidence intending thereby to cause, or knowing it to be likely that he will thereby cause, any member of a Scheduled Caste or a Scheduled Tribe to be convicted of an offence which is capital by the law for the time being in force shall be punished with imprisonment for life and with fine; and if an innocent member of a Scheduled Caste or a Scheduled Tribe be convicted and executed in consequence of such false or fabricated evidence, the person who gives or fabricates such false evidence, shall be punished with death;

A social activist and hard-core champion of abolition of capital punishment want to challenge the constitutional validity of the above-mentioned section. Draft an argument note, with the support of legal principles evolved through case law, challenging the constitutional validity of the above-mentioned provision of law.

Part - C (2 X 4 = 8 Marks)

Answer any TWO short notes on the following:

9. Restorative Justice
10. Labeling theory
11. Differential Association theory
12. Open Prison

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TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

End Semester Examinations (Even-Semester), May 2018

COMPARATIVE CONSTITUTIONAL LAW

Time: 2½ Hours

Maximum Marks: 50

Instructions:

- The examination is an open book examination where the students can be allowed to bring the Constitutional Laws Text Book, Case Laws, Class Notes in printed or xerox form; Any printed full articles or photocopy of any of them to the Examination Hall.
- Answer all the questions taking into consideration the statutory provisions, principles of law, illustrations and case laws as and when necessary.

Part - A (5 X 10 = 50 Marks)

Answer the following questions:

1. "Judicial review is necessary for Constitutions with limited government to enforce & protect fundamental rights of people but the dilemma is that an unrepresentative and unaccountable institution trumps the will of the representatives of the people in legislature and executive". Comment.
2. "The principle of separation of powers in common law countries cannot function except in association with the theory of checks and balances and an impartial & independent judiciary as a watchdog". Discuss the statement by comparing Australia, USA and Indian Constitutions.
3. "The philosophy of rights in the Constitution stems two differing ideas i.e. reconciliation of liberty with authority and Constitutional goals of the state". Reflect on this statement and analyze the 'Freedom of Religion' in India.
4. Critically examine the policy of accepting 'Caste' as a factor for constitutional equalization. Examine the policy by incorporating the ideas of Ronald Dworkin - "Rights as Trumps".

5. **Evidence:** Assume that in jurisdiction X, there is no Right to Die with Dignity (Euthanasia) in the constitutional text. Jurisdiction Y includes the Right to Die with Dignity (Euthanasia) in the constitutional text, and Jurisdiction Z's Supreme Court has crafted a Right to Die with Dignity (Euthanasia) through a series of judgments, but it does not appear in the constitutional text.

Imagine a judge in jurisdiction 'X', faced with medical-scientific research in the context of a foreign judgment on the Right to Die with Dignity (Euthanasia.) How should this "evidence" figure in the judge's comparative study, or while citing to foreign judgments? What are the consequences of ignoring the societal context?

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TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

End Semester Examinations (Even-Semester), May 2018

LAW AND SOCIAL TRANSFORMATION

Time: 2½ Hours

Maximum Marks: 50

Part – A (5 X 10 = 50 Marks)

Answer any **FIVE** of the following questions:

1. Consider the following extract from the Constituent Assembly Debates:

"On 26th of January 1950, we are going to enter into a life of contradictions. In politics we will have equality and in social and economic life we will have inequalities. In politics we will be recognising the principles of one man one vote and one vote one value. In our social and economic life, we shall, by reason of our social and economic structure, continue to deny the principle of one man one value. How long shall we continue to live this life of contradictions? How long shall we continue to deny equality in our social and economic life? If we continue to deny it for long, we will do so only by putting our political democracy in peril. We must remove this contradiction at the earliest possible moment or else those who suffer from inequality will blow up the structure of [our] political democracy ..."

- **B. R. Ambedkar, final speech delivered in the Indian Constituent Assembly**

Do you think now, after 70 years of Independence we have gotten over some of these contradictions? Do you think it is ever possible to end these contradictions through law? Which approach that you have studied in the course do you think is the best path for India to achieve social transformation?

2. Consider the following extract about PILs from Anuj Bhuwania's book *Courting the People*:

"The urban fabric seemed torn asunder by PIL cases intervening in almost every part of the administration. The courts gave the impression of governing the city through the instrument of PIL. Newspaper headlines routinely quoted statements by the Delhi high court threatening to shut down the municipal

corporation of Delhi (MCD): 'Stop farmhouse weddings or we will shut MCD: HC' or 'Catch monkeys or shut down, HC tells MCD'. Slums labelled 'encroachments' were being demolished all over the city under court orders, the incidents reported with relish by new periodicals like *Neighbourhood Flash* and local sub-city supplements such as *South Delhi Live* that had begun to come bundled with major newspapers like the *Hindustan Times*. The city news became the site of both the demand and supply of the courts' attention. Any political intervention against any of this – or even the intention of an intervention – would be declared 'populist'. In those days, if one followed the city news at all, PIL was inescapable."

What do you think about the introduction of PIL jurisdictions in courts? Do you think the PILs have transformed the Indian society for the better? In general, do you think PILs are a good way to achieve social transformation?

3. Consider the following extract from an article by Dr. BK Das:

"It is believed that, beggars are obstacle to tourism and a scar on highly developed cities. Thus beggars are dehumanised as they build bad image of the country before the world. Before the starting of Commonwealth Games in India, a drive was taken to get rid of beggars from the street. Nine teams of police personnel were deployed to pick up beggars from twelve zero tolerance zones and two mobile courts were made for immediate prosecution of beggars."

What do you think about this action of the Indian government? What do you think of laws prohibiting and criminalising begging in India? Do you think it is a good way to get rid of the problem of poverty and vagrancy in India?

4. Consider the following statement in an article by Narrain and Thiruvengadam:

"Charles Epp asserted that, in spite of having a vibrant, rights-friendly Constitution and a powerful Supreme Court, India has experienced only a weak rights revolution. According to Epp, the primary reason for this is the lack of an adequate "support structure" for rights advocacy before the courts. Epp defines this support structure as "consisting of rights-advocacy organizations, rights advocacy lawyers, and sources of financing, particularly government supported financing." Epp contends that the relative failure of the "rights revolution" in India is directly linked to the fact that the "Indian interest group system is fragmented, the legal profession consists primarily of lawyers working individually, not collectively, and the availability of resources for noneconomic appellate litigation is limited."

Do you agree with Epp's argument? Do you think lawyers in India have made gains in positive social transformation? In general, do you think a support structure of cause lawyers and organisations can bring about a rights-revolution?

5. Consider the following extract from a newspaper:

"Comparing the NCRB and NFHS data in 2005, just 5.8 percent of rapes by men other than the woman's husband were reported to the police, and just 0.6 percent of rapes by the husband. Since marital rape was not recognised as a crime in India, it was probably reported as "cruelty"..."

...The NFHS itself asks women who experienced violence if they reported it to the police; just 0.6 per cent said that they had...

...The Delhi-based women's rights organisation Jagori made similar findings in a sample survey in Delhi in 2011 – just 0.8 per cent of women who had been sexually assaulted, stalked or harassed reported it to the police."

Why do you think most rapes go unpunished in India? Do you think introducing capital punishment for rape will improve these statistics? What are the others ways through which we can improve both reportage as well as conviction in cases of sexual assault?

6. Consider the following extract from an article by Krithiha Rajam:

"Both before and after Independence, the government enacted laws prohibiting the dedication of Devadasis. It has been more than 20 years since the practice was banned across India. However, according to the National Human Rights Commission, in 2013, there were as many as 450,000 Devadasis in India. Another commission led by Justice Raghunath Rao revealed that there are about 80,000 Devadasi women in just Andhra Pradesh and Telangana. The people involved in the practice are either not aware that laws are there in place prohibiting it or choose to ignore them. Given how economically vulnerable the communities involved here are, the laws are probably not going to be helpful as long as the attempt is just to criminalize and prohibit the Devadasi system. This is evident from the stark difference between the number of Devadasis being dedicated and the number of people who have been charged under the act. Instead, providing these communities with basic education and making them economically empowered, along with sensitisation, would be the ideal way forward."

Do you think the practice of Devadasi should be abolished? Why do you think the laws designed to prohibit the Devadasi system have failed? What do you think is the best way to reform the Devadasi system?

7. Consider the following extract of an article by Siddharth Narain after the Koushal decision by Supreme Court?

"The Supreme Court's decision in Suresh Kumar Kaushal v Naz Foundation has re-criminalized millions of LGBT persons, putting their lives at risk and subjecting them to the threat of violence, harassment and arrest. Despite this loss in court, we should not see this as a defeat. It is not a defeat because the mood of the country has changed, rising up in anger against prejudice masquerading as law. It is not a defeat because finally voices from the political establishment of this country have come out in support of LGBT rights...It is not a defeat because parents of LGBT persons have rallied around their children in this hour of crisis. It is not a defeat because friends, colleagues, students, teachers, and classmates have been shaken up by the injustice of this moment. The 377 judgment is not a defeat because commentators across the political spectrum have criticised the logic of the judgment. It is not a defeat because the legal community including the Advocate General of this country has questioned the rationale of this decision... It is not a defeat because this judgment has spawned a new generation of activism

...The mood of this country has changed. Public discourse has changed. People have changed. The law must change. There is no going back."

Do you think that LGBTQI activism against Section 377 was successful? What do you make of the strategies used by LGBTQI groups in order to change the law? Do you think such strategies can be used for social transformation in other spheres?

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B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

End Semester Examinations (Even-Semester), May 2018

ELECTION LAW

Time: 2½ Hours

Maximum Marks: 50

PART – A (5 X 10 = 50 Marks)

Answer ALL the questions:

1. What is an election symbol and what are the types of election symbols? What are the grounds for recognition of a political party? Why do only recognised political parties are allotted reserved election symbols?
2. Mr. Gundappa is the Chief Minister (CM) of the State of Dravinataka. His party has 159 MLA's strength in 294 members State Assembly. The combined opposition strength is 135. One year after assuming office, dissidence developed in ruling party MLA's, as the Chief Minister could not satisfy some of the MLA's who are aspiring for Minister posts. Mr. Rahul Grover, one of the dissident MLA's always criticized the Chief Minister and his Government. He publicly supported the opposition leader and used to attend opposition party leader's meetings and functions. CM Gundappa wrote a letter to Speaker of the House to disqualify Rahul Grover on the inference that his conduct amounts to voluntarily giving up the membership of the political party to which he belongs.

Ms. Beepaka Singh, another dissident MLA wrote a letter requesting the Governor to call on the Leader of the Opposition Party to form the Government. In return, CM Gundappa wrote a letter to the Speaker to disqualify Ms. Beepaka also. Meanwhile, Mr. Bala Sankar, an independent MLA switched his support to the opposition from the ruling party. 16 other dissident ruling party MLA's also decided to withdraw their support to the CM. Hence, CM Gundappa wrote a letter to Speaker to disqualify them ahead of the trust vote. The Speaker went ahead and disqualified all the 19 MLA's (16 rebel MLA's + Mr. Rahul Grover, Ms. Beepaka Singh and

Mr. Bala Sankar) under the provisions of the anti-defection law as envisaged in the Tenth Schedule of the Indian Constitution.

The 19 disqualified MLA's has now approached the High Court of Dravinataka on the ground that they have a fundamental right to switch political affiliations and their disqualification order is a gross misuse of the anti-defection law by the Speaker. However, the Speaker argues that his decision is final and is not subject to any judicial scrutiny. Decide.

3. Consider the following hypothetical case study with respect to the Republic of KRATOS in order to answer the questions given below:

KRATOS's single-member constituencies have traditionally varied dramatically in population. The constituency populations for the 1997 elections ranged from as few as 3,635 people to as many as 301,558 people (with most constituency populations well above or below the population quota of 102,271). This configuration of constituencies systematically over-represented residents of the most sparsely populated areas (the Sindhu Valley and northern, eastern, and southern KRATOS), and under-represented the residents of Ludas Town as well as other more densely populated areas (western and central KRATOS). This malapportionment was not a source of controversy, however, until the era of the one-party state (1969-1991) came to an end. With the reintroduction of multi-party politics in 1992, it became evident that this system of unequal representation favoured the regions that supported the then-ruling party, TNNLU SU, and discriminated against the regions that supported the opposition parties. In fact, in the 1997 elections, TNNLU SU won a narrow majority of 107 of the 210 seats in the National Assembly with only 43% of the vote, in large part because the enormous disparity in constituency populations worked to favour the party. TNNLU SU's defeat in the parliamentary election of 2002 was quite remarkable given the discrepancy in constituency size in favour of their interests. TNNLU SU, in fact, had a 20% advantage in the parliamentary election overall. The Laws applicable to Republic of KRATOS is in *pari materia* to the Laws of India.

- a. What according to you is the main issue in the above problem which is not conducive to the principle of democracy? Write a solution to it explaining the concept of delimitation.
- b. Does the current delimitation policy amounts to constitutional fraud and constitutes a threat to the democratic framework of the State?
- c. Give your views on whether or not the Republic of KRATOS should continue adherence to the current delimitation policy taking into consideration the problem in the case study.

4. On fact matrix, the Appellant. Mr. Syamal Higde Jyotibas and the respondent Mr. Paul Pearson Gonsalvis were candidates in Vasantpur Valley Legislative Assembly elections held on January 28, 2018. At the time of scrutiny, the appellant objected to the nomination of the respondent on the ground that as per the requirement of Section 36(2) of the Act of 1951, he had failed to file the proper affidavit as per Article 173 of the Constitution, and that the affidavit was forged one inasmuch as he had falsely stated that his highest educational qualification is MBA, and he had passed out from FALTU (Fuller Academy of Law and Technology University, and that affidavit also contained certain other facts which were incorrect, and he had not subscribed to the oath before the returning officer or any competent authority as directed by the Election Commission of India. However, the returning officer, after affording an opportunity of hearing, declined to reject the nomination. Accordingly, the election was held in which the respondent was declared as the duly elected candidate. Mr. Jyotibas now wants to challenge the election on various grounds, including the ones on which he had earlier raised objections at the time of scrutiny. He had earlier filed a case in the High Court of appropriate jurisdiction, when the election decision was pending but it was held that the catch-all jurisdiction under Article 226 cannot consider the correctness, legality of this case.

Kindly advise the Appellant thinking you are his lawyer on all the relevant details relating all the steps he has to take to get a feasible solution. Also advise him on what are the other grounds on which he can seek a remedy.

5. Write critical legal notes on any 'TWO' of the following:

- 5.1 Explain corrupt practices by quoting any two examples with case laws. What is the difference between the terms 'corrupt practices' and 'electoral offences'?
- 5.2 Quality of Political Parties with reference to the eight criteria of Larry Diamond and Leonardo Morlino.
- 5.3 Decriminalisation of Politics with reference to funding of election and role of money.

Name :

Register No.:

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TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

End Semester Examinations (Even-Semester), May 2018

INSURANCE LAW

Time: 2½ Hours

Maximum Marks: 50

PART – A (4 X 5 = 20 Marks)

Answer any FOUR of the following questions (answer in 500 words):

1. Brief about the benefits of applying a health insurance under the Rastriya Swathiya BimaYojana (RSBY).
2. What are the different types of Crop Insurance available for the Indian farmers?
3. What is the difference between ahazard, a peril and a risk? Explain the same with an illustration.
4. Write a note on 'Contra Preferentum' rule in Insurance Contracts.
5. Write a note on the role of IRDA in insurance sector.

PART - B [1 X 15 = 15 Marks]

This is a compulsory question. Use relevant provisions from the Insurance Contract provided:

6. Mr. Shyam had taken an insurance against Fire for his whole residence which is a 3 BHK flat with attached Garage from the Sun General Insurance, UK. The whole policy was for a worth of £5000. The major part of the policy is given as an Annexure. On 13th May, 2018, Mr. Shyam had decided to repaint his house as his daughter's wedding was due in June 1st week. For the purposes of repainting the furniture and woods, few tins of 2 Litres Varnish (highly flammable) was kept inside the home. The painters had taken the Varnish tins and kept open in the dining table where the Microwave was kept temporarily as the kitchen was being painted. Mr. Shyam's nephew, about 10 years of age had bought pizza and wanted to reheat it for dinner. He found the Microwave on the dining table and proceeded for connecting it with the nearby plug point. In this process, his nephew had dragged the dining table and

connected the Microwave and kept the pizza for 8 minutes by increasing power to 70%. He really liked to eat pizza with crispy edges, so he decided to leave the Microwave for extra few minute than the required time for reheating pizza. While waiting for his pizza to be heated crispy, he fell asleep in the nearby couch. He was woken up by a blast from Microwave and saw that the whole dining table was on fire due to the spilled varnish. Moreover, the whole curtain nearby was also on fire which was actually very akin to the dining table and a tapestry worth some £152 was also on fire. Before anyone could come and stop the fire, the dining table worth £550 was partially destroyed along with the fully destroyed Microwave, curtains and tapestry. The total destruction was valued for £900. As Mr. Shyam's legal advisor –

- 6.1 Explain whether Mr. Shyam will or will not be able to proceed for claim of insurance money using the Insurance Policy for Fire.
- 6.2 Identify the proximate cause and check if it's covered under the policy or not.
- 6.3 What is the quantum of damage that can be claimed by Mr. Shyam.
- 6.4 Identify the subrogation and contribution clauses and the rights of Insurers under the policy.
- 6.5 What are the essential warranties and conditions to be followed to enforce this claim?

PART - C [2 X 7.5 = 15 Marks]

Answer any TWO of the following Questions:

7. The ship named *Le Grand* started its voyage from the Chennai port on 24.05.2018 at 10 nautical miles at the early morning 10 am. It was a passenger ship consisting of 300 passengers and 103 crew members. There were few special cargos which were also to be delivered in the port of Shanghai, China. *Le Grand* was insured by its owner for a voyage policy worth Rs. 2.36 crores. The ship started on time from the port of destination and was calculated to reach the Shanghai port on its 15th day of travel. The Cargo's worth is 50 lakhs, which was also insured for its full value. Being a cruise ship with passengers who came for holidays, after its 2 days of travel it was decided that the ship will halt at Chittagong, Bangladesh for one extra day. After its extra day of halt, the captain took a decision to increase its speed so as to reach Shanghai on its 15th day. But the sea being extra ordinarily turbulent due to the starting of south west monsoon was causing major problem in navigation. Thus, the captain decided to go against his previous decision and navigated in normal speed with regards to the heavy weather. Hence, *Le Grand* reached Shanghai port on 19th day of travel. While unloading the goods in the port,

it was noticed that the package has some damages and some obnoxious smell was coming out of the cargo indicating spoilage. The bill of lading for the same was handed over by the Captain to Mr. Rajan, agent to Mr. Sunny, who has to get the delivery of the Cargos on its arrival to Shanghai. Mr. Rajan exercised right of election and sent back the spoiled goods worth 10 lakhs in the same ship. At the Shanghai port, the ship was found to have some small leak which was because of the heavy load which was kept and the ship being very old (almost 25-30 years) and going through the turbulent weather.

After the repairs, *Le Grand* resumed its journey on its 21st day and reached its destination- Australia on its 48th day- 4 days later than its due arrival. After reaching the port of destination, Mr. Rajan tries to enforce the Insurance he had taken with Reliance Marine Insurance Ltd, Chennai for the loss he had got because of damage in goods and delay in delivery in Shanghai port. **Decide using the relevant legal provisions and case laws.**

8. Mr. Thomas, aged 40, had taken insurance for his car from Bajaj Alliance for Rs. 6.5 lakhs in the year 2016. His vehicle was in good condition and well maintained. In 2018, he wanted to sell his car. For the same, he had put up an ad in Olx for a sum of Rs. 9 lakhs. Many saw his ad and applied. Among them was one Mr. Mehak, who came down to check and buy his car. Both of them had negotiated online for the car at 7.2 lakhs with immediate transfer of all related documents during the delivery of the Car. Mehak came down to meet Mr. Thomas and take the delivery immediately on 15th May, 2018 itself. He thus, came down and took the entire set of documents. Before he could take the car back to his place, he wanted to drive and check the condition of the car. Hence, Mr. Mehak and Thomas ignited the car and decided to drive the car in the nearby highway. Mr. Mehak was driving the car in the highway very fast. Being Sunday afternoon, the roads were exceptionally empty. Suddenly, out of a sub road, a small lean boy, aged 7 tried to run and cross the road with his pet lamb. Mr. Mehak couldn't apply sudden brake and hit the child and the lamb very fast. The lamb was killed and the child was very badly hit and bleeding profusely. They took him to the Hospital and the doctors reported back saying the child was in serious condition. FIR was filed against Mr. Thomas for rash and negligent driving. After a week, the child recovered but has got a severe back injury causing him permanent injury to the spine. This case comes before the local M.A.C.T and Mr. Thomas argues that he is not a party to the petition, as he had delivered all the documents to Mr. Mehak. **Decide as to who will be the correct party who can enforce the Motor Vehicle Insurance Policy. Also decide the Bajaj Alliance's liability with regard to the same.**

9. Ragini, aged 38 years, a working single mother had applied for Life Insurance policies for her two children- Jithesh, aged 12 and Namitha, aged 17 respectively. The LIC had issued them both Jeevan Lakshya Policy, which gave the sum assured for 8 lakhs and 9 lakh respectively with a premium of Rs. 8031/- and Rs. 9576/- annually for both her children. She also decided that she would take a policy worth 5 lakh in her own name and paid a premium of Rs. 12,456/- annually. One day, on 23rd April, 2010, Jithesh entered into a big fight with her upon his marks from recent test and left his home. Ragini thought that he might come back within a day, but he didn't come for the day. After 2 days, Ragini panicked and reported it to police. They also started searching vigorously but couldn't find. The search for Jithesh continued for a year and Ragini too waited patiently that her son would be found. But all was in vain. Years passed by, even though Ragini continued to pay premium for his son's LI Policy and kept it alive every year. After 8 years, Ragini had passed away due to a cardiac arrest and her daughter, Namitha tries to enforce both her mother's as well as her brother's LI policy. **Decide.**

Your Policy

Your Policy and any Endorsements, are proof of a contract between You and Us. This contract is based on the information given by or for You when You applied for this insurance by a proposal and declaration which forms part of this contract. You promise that the information You have given Us is true as far as You know.

In return for You paying and Our accepting Your premium, We will provide insurance cover under the Terms of this Policy during the Period of Insurance i.e., from 1st May 2018 till 30th April, 2019. Please read any Endorsements to check which sections of this Policy apply.

In consideration of the Insured named – Mr. Shyam, aged 57 years, having applied to the Company for this insurance by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein and having paid or agreed to pay the premium.

The Company shall in the event of loss or damage arising during the Period of Insurance i.e., from 1st May 2018 till 30th April, 2019 or any subsequent period in respect of which the Insured shall pay to the Company and it shall accept the premium required for the renewal of this insurance by payment or at its option by repair reinstatement or replacement provide indemnity or compensation as described in the following pages.

SECTION 2 - INSURED PERILS

2.1 Perils

1. fire (whether resulting from explosion or otherwise) excluding:
 - a. earthquake, volcanic eruption or other convulsion of nature
 - b. damage occasioned by
 - i. its own spontaneous fermentation or heating, or
 - ii. its undergoing any process involving the application of heat;
 - c. Any damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forest, bush, prairie, pampas, or jungle, and the clearing of lands by fire.
2. lightning
3. explosion
 - a. of boilers or
 - b. of gasUsed for domestic purposes only but excluding damage caused by earthquake, volcanic eruption or other convulsion of nature.

SECTION 3 - SPECIAL PERILS EXTENSION

The insurance by this Policy shall, subject to the Special Conditions hereinafter contained, be extended to include destruction or damage caused by such of the additional perils, detailed below.

3.1 Special Peril A - Earthquakes and Volcanic Eruption

Notwithstanding anything stated to the contrary in Section 4.7 of the Policy, this Insurance covers loss or damage by Fire or otherwise occasioned by or through or in consequence of:

1. Earthquake and volcanic eruption and flood (including overflow of the sea) caused by these perils.

Subject to the undernoted Excess Clause and Special Conditions.

provided always that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply to loss or damage directly caused by any perils which this insurance extends to include by virtue of this extension.

A. excess clause

It is understood and agreed that as regards loss or damage to any property hereby insured directly caused by the above mentioned perils, the liability of the Company shall be limited to its rateable proportion of the amount by which such loss has occurred.

It is further agreed that the words "loss occurrence" shall mean all individual losses arising out of and directly occasioned by one catastrophe. However, the duration and extent of any "loss occurrence" so defined shall be limited to:

72 consecutive hours as regards earthquake, seaquake, tidal wave and/or volcanic eruption and no individual loss from whatever insured peril, which occurs outside these periods or areas, shall be included in that "loss occurrence".

B. special conditions

1. The insurance provided by this extension excludes:
 - a. Consequential Loss of any kind,
 - b. Loss or damage caused by explosion.
 - c. Loss by reason of any ordinance or law regulating the construction or repair of buildings.

2. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

3.2 Special Peril B - Flood

It is hereby agreed that this Insurance covers loss or damage directly caused by:

Flood which for the purposes of this extension shall mean the overflowing or deviation from their normal channels either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside building insured or containing the property insured excluding:

1. Loss or damage directly caused by subsidence, landslips.
2. Loss or damage by flood caused by Earthquake, Volcanic Eruption, Hurricane, Cyclone, Tornado, Windstorm.

A. provided that

1. The Excess mentioned in 2. Above shall apply to each item of the Policy individually.
2. All conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.
3. The liability of the Company shall in no case under this extension and the Policy exceed the Sum Insured by each item of the Policy.

3.3 Special Peril C - Riots and Strikes

It is hereby agreed that the insurance under this Policy shall extend to cover Riot and Strike damage which for the purpose of this extension shall mean (subject always to the Special Conditions hereinafter contained) loss or damage to the property insured directly caused by:

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in section A. 2. Of the Special Conditions in this Section.
2. The action of any lawfully constituted authority suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

3.4 Special Peril D - Malicious Damage

It is hereby agreed that the insurance under the Riot and Strike Extension, shall extend to include Malicious Damage which for the purpose of this extension shall mean:

Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition A. 2. of the said Riot and Strike Extension but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

Provided always that all the conditions and provisions of the said Riot and Strike Extension shall apply to this extension as if they had been incorporated herein.

3.5 Special Peril E - Explosion

It is hereby agreed that the insurance under this Policy shall, subject to the

Special Conditions hereinafter contained, extend to include: Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss or damage to boilers, economisers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

Provided always that all the Conditions of this Policy (except insofar as Section 4.8 8. is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

special conditions

1. The Company shall not be liable, under the extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of acts of terrorism committed by any person acting on behalf of or in connection with any organisation.

For the purpose of this Condition "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

2. If there shall be any other fire insurance on the property insured under this Policy the Company shall be liable only pro rata with such other fire insurance for any loss or damage by explosion whether or not such fire insurance be extended to cover loss or damage by explosion.

3. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any Excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

3.6 Special Peril F - Impact Damage

It is hereby agreed that this insurance covers loss or damage directly caused by impact by any road vehicles horses or cattle not belonging to under the control of the Insured or any member of his family or any person in or upon the Insured's service.

For the purpose of this extension the property insured shall include walls, gates and fences around and pertaining thereto.

Provided that:

1. All the Conditions of this Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.
2. The liability of the Company shall in no case under this extension and the Policy exceed the Sum Insured by each item of the Policy.

3.7 Special Peril G - Bush Fire

It is hereby agreed that the insurance under this Policy shall extend to include loss or damage directly caused by Bush Fire which for the purpose of this Extension shall mean:

Loss or damage to the property insured occasioned by or through or in consequence of the burning of forests, bush, prairie, pampas or jungle and the clearing of lands by fire (except such clearing by or on behalf of the Insured), and Section 4.8 9. of this Policy shall to this extent be modified accordingly.

Provided that if there shall be any Fire Insurance on the property insured under this Policy the Company shall be liable only pro rata with such other Fire Insurance for any loss or damage as aforesaid whether or not such other Fire Insurance be so extended.

3.8 Special Peril H - Spontaneous Combustion
Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion.

3.9 Special Peril I - Smoke

Which for the purpose of this extension shall mean smoke due to a sudden unusual and faulty operation of any apparatus vented to a chimney of flue except that no liability shall accrue to the Insurers:

1. In respect of any cumulative damage or destruction resulting from operation of the apparatus.
2. In respect of smoke resulting from any open fireplaces.

SECTION 4 - GENERAL CONDITIONS

4.1 Fraudulent Misrepresentation

If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any material fact to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

4.2 Official Receipt

No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

4.3 Other Insurance

The Insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.

4.4 Limit of Liability

1. The Company subject to liability will pay the Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Company's option reinstate or replace such property or part of it provided that the liability of the Company in any one event under this Policy shall not exceed:
 - a. in the whole the total Sum Insured or in respect of any item its sum insured at the time of the loss destruction or damage
 - b. the Sum Insured remaining after deduction for any other loss destruction or damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such Sum Insured.

4.5 Fall of Building

All insurance under this Policy:

1. on any building or part of any building,
2. on any property contained in any building,
3. on rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building,

Shall cease immediately upon any fall or displacement:

- a. of such building or of any part thereof,
- b. of the whole or any part of any range of buildings or of any structure of which such buildings forms part,

Provided that such fall or displacement is of the whole or substantial or important part of such building or important part of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increase risk of fire or is otherwise material.

And provided that such fall or displacement is not caused by fire, loss or damage which is covered by this Policy or which would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

4.6 Excluded Losses

1. This insurance does not cover:
 - a. Loss by theft during or after the occurrence of a fire
 - b. Loss or damage to property occasioned by its fermentation, natural heating or spontaneous combustion [except as may be provided in writing in accordance with Section 4.8 6. or by its undergoing any heating or drying process.
 - c. Loss or damage occasioned by or through or in consequence of:
 - i. the burning of property by order of any public authority
 - ii. subterranean fire
 - d. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
2. This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Section 4.6 2. Only combustion processes include any self-sustaining process of nuclear fission.

4.7 Excluded Perils

This Policy does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:

1. Earthquake, volcanic eruption, or other convulsive nature
2. Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
3. War, Invasion act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
4. Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial

law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this Policy, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit, or other proceeding where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this Policy, the burden of proving that such loss or damage is covered shall be upon the Insured.

4.8 Excluded Property

Unless otherwise expressly stated in the Policy this insurance does not cover:

1. Goods held in trust or on commission.
2. Bullion or unset precious stones.
3. Any curiosity or work of art for an amount exceeding \$150.00.
4. Manuscripts, plans, drawings or designs, patterns, models or moulds.
5. Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, computer system records.
6. Coal, against loss or damage occasioned by its own spontaneous combustion.
7. Explosives.
8. Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of gas used for illuminating or domestic purpose in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.
9. Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.

4.9 Alterations of Risk

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence any loss or damage, obtains the sanction of the Company signified by Endorsement upon the Policy, by or on behalf of the Company

1. if the nature of the occupation of or other circumstances affecting the building insured or containing the insured

property be changed in such a way as to increase the risk of loss or damage by fire.

2. if the building insured or containing the insured property becomes unoccupied and so remains for a period of more than forty (40) days.
3. if the property, insured be removed to any building or place other than that in which it is herein stated to be insured.
4. if the interest in the property insured passes from the Insured otherwise than by will or operation of law.

4.10 Cancellation by us

We have the right to cancel this Policy by giving You seven (7) seven days notice by registered mail in writing to Your last known address.

If a claim has been made, or an incident that may give rise to a claim has been reported, then no refund of premium will be due.

If no claim has been made then We will refund You a pro rata premium in proportion to the amount of time that Your Policy has been in force.

4.11 Claims Procedure and Requirements

On the happening of any loss or damage the Insured shall immediately give notice to the Company, and shall within fifteen (15) days after the loss or damage, or such further time as the Company may in writing allow, deliver to the Company:

1. a claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of loss or damage, not including profit of any kind.
2. Particulars of all other insurance, if any.

The Insured shall also at all times at his own expense procure, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proof and information with respect to the claim and origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matter connected therewith.

No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

4.12 Insurers' Rights

On the happening of any loss or damage to any of the property insured by this

Policy, the Company may:

1. Enter and take and keep possession of the building or premises where the loss or damage has happened.
2. Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
3. Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
4. Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by an act done in the exercise or supported exercise of its powers hereunder, incur any liability to the Insured or diminish its right to reply upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

4.13 Co-operation of Insured

The Insured shall, at the expense of the Company, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and thing shall be or become necessary or required before or after his indemnification by the Company.

4.14 Non-contribution

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same property this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

4.15 Average

If the property hereby insured shall, at the time of any loss or damage for which indemnity is provided, be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference,

4.16 Temporary Removal Clause

Subject to the following provisions, the property insured by this Policy is covered whilst temporarily removed for clearing, renovation, repair or other similar purposes elsewhere on the same or to any other premises and in-transit thereto or therefrom by road, rail or inland waterway in the Geographical Area. The amount recoverable under this extension in respect of each item of this Policy shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed, nor, in respect of any loss occurring elsewhere than at the premises, 10% of the Sum Insured by each item deducting therefrom the value of any building (excluding fixtures and fittings).

This extension does not apply to property if and so far as it is otherwise insured, nor as regard losses occurring elsewhere than of the premises from which the property is temporarily removed to:

1. Motor Vehicles and Motor Chassis.
2. Property held by the Insured in trust.

4.17 Purchasers Interest Clause

It is hereby agreed that if at the time of destruction or damage to any building hereby insured the Insured shall have contracted to sell his interest in such building and the purchase shall not have been but shall be thereafter completed, the purchaser on the completion of the purchase, if and so far as the property is not otherwise insured by or on behalf of the Purchaser against such destruction or damage shall be entitled to the benefit of this Policy so far as it relates to such destruction or damage without prejudice to the rights and liabilities of the Insured or the Insurers under this Policy to the date of completion.

4.18 Reinstatement Clause (Building)

1. In the event of the property insured under the undermentioned items of the within Policy being destroyed or damaged, the basis upon which the amount payable under each of the said items of the Policy is to be calculated shall be the reinstatement of the property destroyed or damaged, subject to the following special provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

For the purpose of the insurance under this memorandum "reinstatement" shall mean:

The carrying out of the after-mentioned work, namely:

- a. Where property is destroyed, the rebuilding of the property, if a building, or in the case of other property its replacement by similar property in either case in a condition equal to but not better or more extensive than its condition when new.
- b. Where property is damaged, the repair of the damaged and the restoration of the damaged portion of the property to a condition substantially the same as before, not better or more extensive than its condition when new.

SPECIAL PROVISIONS

- a. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurers not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or damage or within such further time as Insurers may (during the said twelve (12) months) allow, otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
- b. When any property insured under this memorandum is damaged or destroyed in part only, the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- c. No payment beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- d. Each item insured under this memorandum is declared to be separately subject to the following Condition of Average, namely:

If at the time of reinstatement the sum representing eighty-five percent (85%) of the cost which has been incurred in reinstatement if the whole of the property covered by such item had been destroyed, exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any destruction of any damage to such property by any other peril hereby insured against then the Insured shall be

considered as being his own Insurer for the difference between the Sum Insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

- e. No payment beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated therein shall be made if the time of destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
- f. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated therein the rights and liabilities of the Insurers and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of this Policy, including any Condition of Average there as if this memorandum had not been incorporated therein.
- g. This Memorandum shall be without force or effect if:
 - i. The Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further time the Company may in writing allow his intent to replace or reinstate the property destroyed or damaged.
 - ii. The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged the same or another site.

Name :

ENVL-18

Register No.:

TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

Fourth Year – Eighth Semester, End Semester Examinations (Even-Semester), May 2018

ENVIRONMENTAL LAW

Time: 2½ Hours

Maximum Marks: 50

Instructions:

- Answer any **FIVE** of the following Questions; Question number 1 is compulsory;
- Each question carries 10 marks and answer the questions consisting 2 marks in 75 words, 3 marks in 100 words, 4 marks in 150 words and 6 marks in 350 words;
- Answer the question as it is.

1. Water is a primary resource for several human activities, and rivers are a major source of water in several parts of India. River Ganga is the most important river system in India. It originates from the Gangotri glacier at Gomukh, at an altitude of about 6000 m in the Garhwal Himalaya. Ganga River is seriously polluted due to discharge of toxic pesticides from the point and non-point sources. As these toxic substances do not degrade, they remain persistent in the environment, and also have the ability to accumulate in the food chain, which might pose potential hazards in long run.

(a) What do you mean by Water Pollutant? State the 'pollutants' that contaminate river Ganga.

(2 Marks)

(b) Explain the reasons for the delay in implementing the decisions of the Supreme Court in M.C Mehta v UOI (Kanpur tanneries case). M.C Mehta v UOI (Calcutta leather tanneries case)

(4 Marks)

(c) Rs.20,000 crore was allotted for 'Namami Gange project', out of which Rs.2814 crore have been utilised for cleaning the river front and the river surface. Explain the principles of doctrine of Public Trust and justify the allotment of tax payers' money for such huge projects to protect and conserve the natural resources as stated in Stockholm and Rio Declaration.

(4 Marks)

2. (a) Critically examine the approach of the Indian Judiciary in recognising the "right to clean and healthy environment" as a Fundamental Right in India. (6 Marks)
- (b) Write a note on 'Sustainable Development' and 'Inter-Generational Equity' (4 Marks)
3. (a) Explain the concept of 'Environment Impact Assessment' with special reference to *Narmada Bachao Andolan v UOI* and *Sterlite Industries (India) Ltd. v UOI* (6 Marks)
- (b) State the importance of Coastal Regulation Zone Rules and also mention the classification of Coastal Regulation Zone. (4 Marks)
4. (a) Explain the objectives of Convention on Biological Diversity and discuss the importance of In-situ and Ex-situ Conservation. (6 Marks)
- (b) Write a note on the National Forest Policy, 2018 and explain its importance in conservation and implementation of the international principles. (4 Marks)
5. Explain the following International environment law principles:
- (a) Precautionary Principle (4 Marks)
- (b) State Sovereignty (3 Marks)
- (c) Polluter Pays Principle (3 Marks)
6. (a) Discuss the importance of Wild life conservation in India and explain the circumstance in which hunting of wild animal is permitted. Also, discuss the punishment given for hunting wild animals with regard to Blackbuck Poaching case. (6 Marks)
- (b) Discuss the acts that amount to cruelty to animals under the Prevention of Cruelty to Animals Act, 1960 and state your opinion on beef ban and *Animal Welfare Board of India v A. Nagaraja and others*. (4 Marks)
7. (a) Write a note on Pollution and its impact on the environment (4 Marks)
- (b) Explain the mechanisms and strategies stated under Kyoto Protocol to curb carbon emission and reduce global warming. (6 Marks)

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Register No.:

TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

Fourth Year – Eighth Semester, End Semester Examinations (Even-Semester), May 2018

LAND LAWS

Time: 2½ Hours

Maximum Marks: 50

Part – A (1 X 15 = 15 Marks)

Answer any ONE of the following questions:

1. Independent India considered the welfare of the cultivating tenant as one of its prime concern. In pursuance of which different states have passed Land Reforms legislations and specific legislations giving relief to cultivating tenants. The state of Tamil Nadu has passed, among others, the following enactments; Tamil Nadu Cultivating Tenants Protection Act, 1955; Tamil Nadu Cultivating Tenants Arrears of Rent Relief Act, 1972; Tamil Nadu Cultivating Tenants Protection From Eviction Act, 1983; Tamil Nadu Cultivating Tenants (Payment of Fair Rent) Act, 1956.

It is argued that the nature of tenancy has transformed and taken new shapes in contemporary liberalized economy. It is also contested that the laws mentioned above are not capable of addressing the challenges faced by the farmers of the day.

Critically analyze the tenancy laws mentioned above in the light of above arguments. Also evaluate in the context, the recent policy and legislative efforts in field of contract farming.

2. The burden of development is disproportionately borne by the tribal communities in India. Despite being promised protection by the Constitution of India and other legislations, they are negatively impacted by the forces of industrialization, privatization and globalization.

Do you consider the provisions of the Right to Fair Compensation and Transparency in Land Acquisition, Resettlement and Rehabilitation Act, 2013 to be capable of shielding the interests of the SC/ST communities in cases of displacement due to land acquisition? Please be informed that the Act required to be reviewed in the light of constitutional mandate, other relevant legislations and judicial decisions.

Part – B (2 X 10 = 20 Marks)

Answer any TWO of the following questions:

3. Article 39 of the Constitution of India urges the state to adopt policies that facilitate equitable distribution of material resources to serve common good. Yet, Land Reform legislations had to face a number of legal hurdles in early independent India.

Critically evaluate the Tamil Nadu Land Reforms Fixation of Ceiling on Land Act, 1961 with amendments, and state whether it fulfills the constitutional agenda especially in the backdrop of the exemption clauses.

4. The Right to Fair Compensation and Transparency in Land Acquisition, Resettlement and Rehabilitation Act, 2013 contains elaborate provisions for rehabilitation and resettlement of the displaced. Evaluate the legislative scheme with the objective to identify whether it meets the norms of justice.
5. Give a general overview of the obligations of landlord and tenant in the new Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 and compare it with the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960. Do you consider new legislation an improvement over the old one? State your reasons.

Part – C (2 X 7.5 = 15 Marks)

Write Short Answers on TWO of the following:

6. Zamindari system of Revenue Administration and its impact on farmers.
7. Explain the special powers in Section 40 of the Right to Fair Compensation and Transparency in Land Acquisition, Resettlement and Rehabilitation Act, 2013 in case of urgency to acquire land and highlight the drawbacks.
8. Appreciation of the definition of “cultivating tenant” in tenancy legislations of Tamil Nadu.

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TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

Fourth Year – Eighth Semester, End Semester Examinations (Even-Semester), May 2018

PRIVATE INTERNATIONAL LAW

Time: 2½ Hours

Maximum Marks: 50

Instructions:

- a. Support your answers with suitable legal provisions and relevant case laws.
b. Use IRAC/IRAD method for solving the problem question.

Part – A (2 X 10 = 20 Marks)

Answer any TWO of the following:

1. Explain the theories for ascertaining the domicile of a married woman under private international law? Can a married woman acquire a domicile separate from that of her husband? (10 Marks)
2. “The proper law of the contract is the system of law which the parties expressly or impliedly choose as the law governing their contract or, in the absence of such choice, the ‘system of law with which the contract has its closest and most real connection’”. Elucidate. (10 Marks)
3. An English creditor obtains an *ex parte* judgment against an Indian debtor from the English Court.
- a. Advise the English creditor as to recognition and enforcement of foreign judgments in India. (5 Marks)
- b. State the defences available to a defendant against whom a foreign judgment is sought to be enforced in India? (5 Marks)

Part – B (2 X 10 = 20 Marks)

Answer any TWO of the following Questions:

4. (a) A Hindu male citizen of India residing in Durban, South Africa marries in Bhutan a Hindu girl, a citizen and domiciliary of Nepal, under the Indian Foreign Marriage Act, 1969 which punishes bigamy. But the Nepal and South African customary laws allow polygamy. The husband remarries in Nepal and the aggrieved first wife seeks your legal opinion. Advice. (5 Marks)

(b) Francis, a French National living in Puducherry, India had movable and immovable properties in France and died intestate leaving behind his wife and two sons in India. According to which law the properties will be distributed to legal heirs? (5 Marks)

5. Andrews, an Indian domicile married Anne, an English domicile in London. Both of them are professing Christianity and the marriage is performed in the church following religious customs. On return to India, alone without his spouse, Andrews filed a divorce petition under Special Marriage Act, 1954 and the district court of Tiruchirappalli granted the divorce. Anne challenges the validity of the divorce decree before the High Court of Madras on the ground that proper law was not applied. She contends that the marriage had been solemnized in a church and therefore, relief was available in India only under the Divorce Act, 1869. Decide. (10 Marks)

6. A child was born through commercial gestational surrogacy commissioned in India. The surrogate mother was an Indian and the commissioned parents were citizens of France. However, before the baby was born, the commissioned parents got divorced, with the wife not ready to accept the child. The surrogate mother too abandoned child but the biological father of the surrogate child, Mr Williams expressed willingness to take the child to France. Even after that, the three-month-old baby had been unable to leave India after birth because she holds neither Indian nor French nationality. The French Embassy in India refused to grant the child a French passport or visa and the French Civil Code does not recognize surrogate children. Whereas in India, the surrogate child need a birth certificate for an Indian passport which the municipal authorities declined as it requires the name of both mother and father. The surrogate child being a girl child and Mr Williams is a foreigner the Municipal authorities declined to issue the birth certificate. Though the surrogate child has technically three mothers namely, the intended mother who had contracted for the surrogacy, the egg donor, and the gestational surrogate, yet legally she had none. Thus it is very clear that the biological father and his surrogate daughter were caught between two legal systems, neither of which was prepared to handle a case like theirs. Mr Williams seeks your legal advice in this regard.

(10 Marks)

Part - C (2 X 5 = 10 Marks)

Answer any TWO of the following Questions:

7. Explain Double Actionability Rule. (5 Marks)
8. Briefly comment on the role of Hague Conference in the codification of Private International Law. (5 Marks)
9. Write a short note on substance and procedure in Private International Law. (5 Marks)

COML-18

Name :

Register No.:

TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

Fourth Year – Eighth Semester, End Semester Examinations (Even-Semester), May 2018

COMPETITION LAW

Time: 2½ Hours

Maximum Marks: 50

Instructions:

- a. All the questions should be answered by quoting relevant legislative provisions and at least two relevant judicial precedents. The problem based questions should be preferably answered in the *IRAC Method*.
- b. Answer the questions with relevant and cogent answers only.
- c. Support your answers with real judicial precedents.
- d. You are strictly directed to follow the Question Number as given in the Question Paper.

PART - A (4 X 9 = 36 Marks)

Answer any 'FOUR' of the following questions (Question Nos. 1 - 5):

1 'Beepika' had engaged professional legal services of 'Beepika' an advocate from the Madras High Court. 'Beepika' later alleged professional negligence on the part of 'Beepika' and filed a consumer complaint against her at the *District Consumer Forum*. The Forum directed the advocate to pay 'Beepika' a sum of Rs. 10,000/- as compensation for mental agony and harassment. 'Beepika' challenged this order in the *State Consumer Disputes Redressal Commission*, which overruled the District Forum's order on the ground that a complaint against a practising advocate is not maintainable before the Consumer Forum, in view of Section 2(1)(o) of the *Consumer Protection Act, 1986*. In 'Beepika's' appeal against this order before the *National Commission*, it was held that the reasoning given by the State Commission was outdated and erroneous. The National Commission further stated that Section 2(1)(o) of the Consumer Act was wide enough to cover the services rendered by professionals like professors, advocates, doctors, auditors etc. This verdict from the National Commission is now challenged by 'Beepika' as well as by the *Bar Council of India (BCI)* before the Hon'ble Supreme Court. BCI contends that the decision

of the National Commission would amount to encroachment of BCI and other State Bar Councils authority to deal with complaints against advocates under the *Advocates Act, 1961* and as such, Consumer Forums have no jurisdiction over advocates. Decide.

2 *HBK Ltd.*, (hereinafter 'Seller'), manufacturer of sunglasses entered into an agreement with *HHH Traders* (hereinafter 'Purchaser'), for sale of its products. The agreement includes, among others, the following clauses:

- a. That the 'Purchaser' shall not deal with goods, products, articles, by whatever name called, manufactured by any person other than that of the 'Seller'.
- b. That the 'Purchaser' shall not sell the goods manufactured by the 'Seller' outside the municipal limits of the city of Trichinopoly.
- c. That the 'Purchaser' may sell the goods manufactured by the 'Seller' at the price as embossed on the price label of the sunglasses. The 'Purchaser' is also allowed to sell the footwear at prices lower than those embossed on the price label.

Examine the validity of the above clauses by quoting the relevant provisions from the *Competition Act, 2002* and the *MRTTP Act, 1969*.

3 "Agreements which may otherwise be lawful and enforceable under the general law – such as the *Indian Contract Act, 1872* – may still be anti-competitive and fall foul of Section 3 of the *Competition Act, 2002*. Similarly, a practice or conduct which may be considered as an abuse under Section 4 of the *Competition Act* may otherwise, but for the said provision be legitimate under the general law. Equally, mergers and amalgamations that are permissible under the general law may result in aggregation of market power that may not be permitted under the *Competition Act*." (emphasis added). In light of the above observations by the Delhi High Court in *Telefonaktiebolaget LM Ericsson (PUBL) v. CCI and Another* (W.P.(C) 464/2014 & CM Nos.911/2014 & 915/2014),

- 3.1 Comment on the role played by the High Courts in adjudicating competition disputes.
- 3.2 Briefly explain the interface between CCI & other Sectoral Regulators and
- 3.3 How Sections 60 and 62 of the *Competition Act, 2002* have to be interpreted when there is a conflict between the *General Law* and the *Competition Law*?

4 The *Competition Commission of India (CCI)* has received complaints from three passengers 'A', 'B' and 'C' that the *Indian Railway Catering and Tourism Corporation (IRCTC) Ltd.*, has been abusing its dominant position in the railway industry. The complaints *inter alia* allege the following unfair and restrictive practices followed by the *IRCTC*:

- a. unfair/discriminatory conditions in connection with the online passenger reservation system;
- b. the compulsory provision of food on the Rajdhani, Shatabdi and Duronto trains;
- c. market barrier discouraging entry of new *IRCTC* agents;
- d. monopoly on food courts at large railway stations; and
- e. restrictions against private players providing meals through e-catering in trains with no pantry facility.

Explain in detail the procedure to be followed and the various factors that will be considered by the CCI to ascertain whether *IRCTC* enjoys a dominant position in the railway industry. What orders can the CCI pass on completion of the inquiry?

5 Write short notes:

- 5.1 Resale Price Maintenance (OR) Tie in Arrangements.
- 5.2 The 'leniency policy' of CCI offers firms involved in a cartel, which self-report and hand over critical evidence, either total immunity from fines or a reduction of fines which the Commission would have otherwise imposed on them. Comment.

Part - B (2 X 7 = 14 Marks)

Answer any 'TWO' of the following Questions (Question Nos. 6 - 8):

- 6 Evolution of the 'Effects Doctrine' from the *MRTTP Act, 1969* to Section 32 of the *Competition Act, 2002* – A Comparative Analysis.
- 7 Explain the following two questions (7.1 & 7.2) with reference to relevant provisions from the *Consumer Protection Act, 1986*:
 - 7.1 *Camway India Enterprises (P) Ltd.* (hereinafter 'Camway') is engaged in the business of selling variety of food products including dietary supplements

through direct sale and network marketing. One of their famous products is *Nutritia Protein Tin* which was advertised as an energy drink for weight loss measures. As per the label of the tin, the energy drink consists of 0.5% fat and permissible Class – I preservatives. 'Mr. A' bought this product in January 2017 and realised that despite using the product for over a year, his weight hasn't reduced. Therefore, he approaches a NGO by name *Consumer Guidance Society, Tiruchirappalli* (hereinafter 'CGST'). CGST finds out that *Nutritia* contains more % of fat content than what is declared in the label. CGST also finds out that the tin contained Class – II preservatives, which were not declared on the label. Hence, CGST files a complaint before the District Forum alleging that *Camway* has indulged in unfair trade practices by misbranding of products and deceptive advertisement. Decide.

7.2 Comparative advertising *per se* does not amount to commercial disparagement of goods or services. Comment.

8 Write short notes on the following:

8.1 Any four differences between the *M RTP Act, 1969* and the *Competition Act, 2002*.

8.2 Mandatory Pre Combination Notification and Compulsory Wait Period.

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TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

Fourth Year – Eighth Semester, End Semester Examinations (Even-Semester), May 2018

CLINICAL-II (DRAFTING, PLEADING AND CONVEYANCE)
(Including Limitation Act, The Registration Act & The Stamp Act)

Time: 2½ Hours

Maximum Marks: 50

PART – A (2 X 10 = 20 Marks)

Answer TWO questions from this part:

1. Draft an appropriate Deed incorporating the details furnished by following the principles of Drafting of Deeds.

a) M/s. Lakshmi Builders (P) Ltd, is carrying on business in the sale of Flats constructed by them on the lands owned by them. In the course of their business, they acquired Five acres of land near Vandalur, Chennai and constructed Block of Flats on that land and the entire complex being known as 'Lakshmi Complex.' They have offered to sell a Flat in the I Floor in Block 'A' to Ms. Vimala, residing at Mylapore, Chennai, who also agrees to purchase the same. The cost of the Flat is Rs.80/- Lakhs. The Builder approaches you to draft an Agreement to Sell between them and the proposed Buyer. Render Professional help by drafting a suitable Agreement.

[OR]

b) Mahesh is the owner of 5 acres of vacant land locate in Kodaikanal. The Department of Tourism of Government of Tamil Nadu proposes to conduct an Exhibition in Kodaikanal and for this purpose approaches Mahesh to grant a license to them to use the said 5 acres of land for a period of 60 days, the exhibition to commence on 1st June 2016. Mahesh also agrees in this regard. Mahesh approaches you and requires you to draft a suitable Deed of Licence to fulfil the needs of the Department of Tourism. Render professional help by drawing up a suitable Deed of Licence.

2. Draft a suitable pleading incorporating the particulars furnished in accordance with the procedural requirements laid down in Civil Procedure Code.

a) M/s. Sharma Transports (P) Limited is carrying on the business of transporting household goods from Delhi to Chennai. Mr. D. Suresh, an I.T. employee who has been transferred to Chennai entrusted the task of packaging and moving of his house hold items to the Carrier from Delhi. The Carrier accepted to do so and quoted Rs.1 Lakh for packaging and another 1 Lakh for transportation from Delhi. The parties, having agreed in this regard, the goods were moved from Delhi. When the items carried were delivered at Chennai, the Carrier failed to deliver 2 items viz., a costly sofa set of the value of Rs. 1 Lakh and a carton consisting of cooking utensils of the value of Rs. 20,000/-. Though the consignor had demanded deliver of these items or pay in the alternative the value thereof the carrier furnished only evasive replies as more than three months have passed since the date of delivery, the consignor now approaches you to file a suit against the carrier for appropriate relief. Draft a suitable Pleint.

b) M/s. Mercury Textiles is a Stockist, carrying on a whole sale business in Textiles and supplying the same to the Retailers on credit basis. The Stockist is a Sole Proprietary concern carrying on business at Bo.10, Thillai Nagar, Trichy. M/s. Ram Textiles is a Retailer carrying on business at No.10, Main Road, Puthur, Trichy used to place order with the Stockist and purchase textiles of various descriptions on credit basis allowed by the Stockist for further sale in his shop at Puthur. The transactions between the parties were going on for a decade and a sum of Rs.2 Lakhs remained unpaid since January 2017. The Stockist, therefore, approaches you to file a suit against the Retailer for the recovery of the amount due from him. Render professional help and draw a suitable Pleint.

PART – B (3 X 6 = 18 Marks)

Answer any THREE questions from this part in about 400 words:

3. "The Law of Limitation prescribes the time-limit for different suits within which an aggrieved person can approach the court for redress or justice. The suit, if filed after the exploration of time-limit, is struck by the law of limitation." Explain in detail the circumstances in which the litigation of suit is barred in court of law with relevant exceptions under Limitation Act, 1963.

4. "Adverse possession is a doctrine under which a person in possession of land owned by someone else may acquire valid title to it" Discuss.

5. The Registration Act, 1908 specifies the document which are compulsorily registrable. Discuss the relevant provisions, including time and place of presentation of such documents in detail.

6. "The payment of proper stamp duty on instruments bestows legality on them." What are the instruments chargeable to stamp duty and discuss the modes of paying them?

PART – C (4 X 3 = 12 Marks)

7. Answer any FOUR questions from this part in about 200 words:

- Prescribed Period and Period of Limitation
- Duties and Powers of Registering Officers
- Deposit of Wills
- Cancellation of Stamps
- Denoting Duty

Name :

Register No.:

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TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

Fourth Year – Eighth Semester, End Semester Examinations (Even-Semester), May 2018

CORPORATE FINANCE LAW

Time: 2½ Hours

Maximum Marks: 50

Information to candidates:

1. This is an open book examination. Hence, any material including class notes may be taken to the examination hall.
2. Candidates are required to rely on the facts AS IS given.
3. Candidates are required to note the word limit and marks indicated against each question. Precision will be appreciated and the upper word limit is what mentioned in every question.

1. **Read the below facts carefully and answer question(s) below (in not more than 1000 words):**

Sahara India Real Estate Corporation Limited (SIRECL) and Sahara Housing Investment Corporation Limited (SHICL) (hereinafter referred to as 'Saharas' for short) were ordered by the Supreme Court to refund monies collected in the form OFCDs from public for non-compliance of market regulations as applicable at that time. Now Saharas are of the opinion that they will refund monies to those who request for refund. But in order to retain investments in the Co., they want to approach the Securities and Exchange Board of India with a plan of action to comply with applicable laws. However, Saharas seek your advice, **in not more than 1500 words**, if they can approach SEBI for post facto approval of the issue of above referred to OFCDs.

If you are of the opinion that Saharas can go to SEBI, what all steps should be taken by Saharas in order to seek approval from SEBI to continue with the already completed issue of OFCDs?

[OR]

If you are of the opinion that Saharas cannot approach SEBI under the present laws, assuming yourself as a Law Officer of SEBI, suggest modification in the applicable laws to SEBI for its internal consideration so that a situation like the above could be effectively addressed by SEBI. In writing the suggestions, do consider the dual role of SEBI to protect the investors and to promote securities markets.

(15 Marks)

2. Read the excerpts from the annual report of the Nestle India Ltd (the Co.) provided below carefully. Based on the information provided you required to advise, **in not more than 1000 words**, the Co. on preliminary compliance (i.e. before relying on market intermediaries for further works to be done) required for infusion of capital of INR 100,000,000/- divided into equal number of shares of face value of Re.1 each.

(10 Marks)

3. Read excerpts from the annual report of Jaysree Tea and Industries Ltd (the Co.) provided herewith. Assuming that the Co. is proposing to go for a public issue through book building process, you are required to draft relevant clauses in an appropriate draft offer document in not more than 2000 words.

(15 Marks)

4. Based on the annual report of Jaysree Tea and Industries Ltd. referred to above, assume that the Co. is proposing a private placement. You are required to draft relevant clauses in a private placement offer letter in term applicable laws as on today, in not more than 1000 words.

(10 Marks)





The Group Logo

As represented by the 21st Century Atlas



Our Chairman Syt. B. K. Birla

The Atlas, the Titan - Collective Strength

Atlas, bearer of the heavens is synonymous with vast, all-encompassing strength and is used to symbolise the Group's own collective strength. It reflects the combined qualities of astute and dynamic management while emphasising the Group's tenacity, consistency, reliability and overall leadership.

The Sun - Enlightenment and Growth

The Sun, as a source of infinite energy and inspiration, is used here in conjunction with the Atlas head to represent the vitality and powerful presence of the Group - both in its industrial prowess and its financial, technological and intellectual skills.

The Earth Segments - Diversified Activities

Each of the latitudes around the Titan represent various sections - industrial, agricultural, financial and other activities of the Group. As with the infinite variety of the world, so is the strength of the Group, made up of its diverse activities.

The Globe - Global Vision

The Group's global presence and vision is reflected in the entirety of the Earth's sphere.

The Base - Solid Foundations

The strength of the entire edifice depends upon the strength of the foundation embedded in the bedrock, represented here by the group name.

The Symmetry - The Resilience, Versatility and Stability

Seen in its entirety, each of the elements - the Atlas, the Sun, the Earth divisions, the Globe and the Base, together sum up a well conceptualised and balanced conglomerate.

Strong Foundation

Sustained Growth

Proven Leadership

Annexure 5 to the Directors' Report (Contd.)

IV. i) Category-wise Share Holding:

Category of Shareholders	No. of Shares held at the beginning of the year (01.04.2016)				No. of Shares held at the end of the year (31.03.2017)				% Change during the year
	Demat	Physical	Total	% of Total Shares	Demat	Physical	Total	% of Total Shares	
A. Promoters									
(1) Indian									
a) Individual/HUF	1052660	-	1052660	3.64	1052660	-	1052660	3.64	-
b) Central Govt	-	-	-	-	-	-	-	-	-
c) State Govt(s)	-	-	-	-	-	-	-	-	-
d) Bodies Corp.	8394420	-	8394420	29.07	14907230	-	14907230	51.62	22.55
e) Banks / FI	-	-	-	-	-	-	-	-	-
f) Any Other (Specify) Trust	6845598	-	6845598	23.71	316788	-	316788	1.10	-22.51
Sub-total (A) (1):-	16292678	-	16292678	56.42	16276678	-	16276678	56.36	-0.06
(2) Foreign									
a) NRIs - Individuals	-	-	-	-	-	-	-	-	-
b) Other Individuals	-	-	-	-	-	-	-	-	-
c) Bodies Corp.	-	-	-	-	-	-	-	-	-
d) Banks / FI	-	-	-	-	-	-	-	-	-
e) Any Other	-	-	-	-	-	-	-	-	-
Sub-total (A) (2):-	-	-	-	-	-	-	-	-	-0.06
Total shareholding of Promoter (A) = (A)(1)+(A)(2)	16292678	-	16292678	56.42	16276678	-	16276678	56.36	-0.06
B. Public Shareholding									
1. Institutions									
a) Mutual Funds	-	1200	1200	-	-	1200	1200	-	-
b) Banks / FI	571824	23794	595618	2.06	579412	23794	603206	2.09	0.03
c) Central Govt	-	-	-	-	-	-	-	-	-
d) State Govt(s)	-	-	-	-	-	-	-	-	-
e) Venture Capital Funds	-	-	-	-	-	-	-	-	-
f) Insurance Companies	-	-	-	-	-	-	-	-	-
g) FIs	1480000	-	1480000	5.13	1400000	-	1400000	4.85	-0.28
h) Foreign Venture Capital Funds	-	-	-	-	-	-	-	-	-
i) Others (specify)	-	-	-	-	80000	-	80000	0.28	0.28
FPI-Corporate									
Sub-total (B)(1):-	2051824	24994	2076818	7.19	2059412	24994	2084406	7.22	0.03
2. Non-Institutions									
a) Bodies Corp.	2115427	45696	2161123	7.48	1820554	83718	1904272	6.59	-0.89
i) Indian	-	-	-	-	-	-	-	-	-
ii) Overseas	104944	-	104944	0.36	104944	-	104944	0.36	-

Annexure 5 to the Directors' Report (Contd.)

Category of Shareholders	No. of Shares held at the beginning of the year (01.04.2016)				No. of Shares held at the end of the year (31.03.2017)				% Change during the year
	Demat	Physical	Total	% of Total Shares	Demat	Physical	Total	% of Total Shares	
b) Individuals									
i) Individual shareholders holding nominal share capital upto ₹ 1 lakh	6283002	698326	6981328	24.18	5892294	640636	6532930	22.62	-1.55
ii) Individual shareholders holding nominal share capital in excess of ₹ 1 lakh	966489	36900	1003389	3.47	1699997	-	1699997	5.89	2.41
c) Others (specify)									
i) Non Resident Individual	251092	4976	256068	0.89	268145	4976	273121	0.95	0.06
ii) Foreign National	1140	-	1140	0.01	1140	-	1140	0.01	-
Subtotal (B)(2):	9722094	785898	10507992	36.39	9787074	729330	10516404	36.42	0.03
Total Public Shareholding (B)=(B)(1)+(B)(2)	11773918	810892	12584810	43.58	11846486	754324	12600810	43.64	0.06
C. Shares held by Custodian for GDRs & ADRs	-	-	-	-	-	-	-	-	-
Grand Total (A+B+C)	28066596	810892	28877488	100.00	28123164	754324	28877488	100.00	-

ii) Shareholding of Promoters:

Sl. No.	Shareholder's Name	Share holding at the beginning of the year (01.04.2016)				Share holding at the end of the year (31.03.2017)				% change in share holding during the year
		No. of Shares	% of total Shares	No. of Pledged/ Encumbered Shares	% of Shares Pledged/ encumbered to total shares	No. of Shares	% of total Shares	No. of Pledged/ Encumbered Shares	% of Shares Pledged/ encumbered to total shares	
1	JPM Merchandise Agencies Limited	6114108	21.17	-	-	6114108	21.17	-	-	-
2	Mr. B.K. Birla	46000	0.16	-	-	46000	0.16	-	-	-
3	Mrs. Jayashree Mohta	985770	3.41	-	-	985770	3.41	-	-	-
4	Mr. Vikash Kandoi	1126	0.01	-	-	1126	0.01	-	-	-
5	Mr. Kumar Mangalam Birla	4500	0.01	-	-	4500	0.01	-	-	-
6	Mrs. Vasavadatta Bajaj	15264	0.04	-	-	15264	0.04	-	-	-
7	Bharat Arogya And Gyan Mandir	36828	0.13	-	-	36828	0.13	-	-	-
8	Century Textiles and Industries Ltd.	300000	1.04	-	-	300000	1.04	-	-	-
9	Hindusthan Discounting Co. Ltd.	16000	0.06	-	-	-	-	-	-	-0.06

Annexure 5 to the Directors' Report (Contd.)

Sl. No.	Shareholder's Name	Share holding at the beginning of the year (01.04.2016)				Share holding at the end of the year (31.03.2017)				% change in share holding during the year
		No. of Shares	% of total Shares of the Company	No. of Pledged/ Encumbered Shares	% of Shares Pledged/ encumbered to total shares	No. of Shares	% of total Shares of the Company	No. of Pledged/ Encumbered Shares	% of Shares Pledged/ encumbered to total shares	
10	Kesoram Industries Limited	388116	1.34	-	-	388116	1.34	-	-	-
11	Pilani Investment and Industries Corp. Ltd.	2844	0.01	-	-	2844	0.01	-	-	-
12	Prakash Educational Society	3000	0.01	-	-	3000	0.01	-	-	-
13	Birla Education Trust	313788	1.09	-	-	313788	1.09	-	-	-
14	Manav Investment & Trading Co. Ltd.	1020924	3.54	1020924	3.54	1020924	3.54	1020924	3.54	-
15	Aditya Marketing and Manufacturing Ltd.	70000	0.24	-	-	70000	0.24	-	-	-
16	Jayantika Investment & Finance Ltd.	-	-	-	-	6528810	22.61	-	-	-
17	Jayashree Finvest Pvt. Ltd.	445600	1.55	-	-	445600	1.55	-	-	-
	ECE Industries Ltd.	-	-	-	-	-	-	1020924	3.54	-
	Total	16292678	56.42	1020924	3.54	15831078	56.36	1020924	3.54	-

iii) Change in Promoters' Shareholding (please specify, if there is no change)

Sl. No.	Name of the Promoters	Shareholding at the beginning of the year (01.04.2016)		Cumulative Shareholding during the year (2016-17)	
		No. of shares	% of total shares of the company	No. of shares	% of total shares of the company
1	Hindusthan Discounting Ltd.	16000	0.06	16000	0.06
	At the beginning of the year	16000	0.06	16000	0.06
	Market Sale on 04.07.2016	-	-	-	-
2	Jayshree Beneficiary Trust	6528810	22.61	6528810	22.61
	At the beginning of the year	6528810	22.61	6528810	22.61
	As per Court Order dated 08.08.2016	-	-	-	-
3	Jayshree Finvest Private Ltd.	445,600	1.54	445,600	1.54
	At the beginning of the year	445,600	1.54	445,600	1.54
	Inter-se transfer on 03.02.2017	-	-	-	-
	At the end of the year	-	-	-	-

Annexure 5 to the Directors' Report (Contd.)

iv) Shareholding Pattern of top ten Shareholders (other than Directors, Promoters and Holders of GDRs and ADRs):

Sl. No	For Each of the Top 10 Shareholders		Shareholding at the beginning of the year (01.04.2016)		Shareholding at the end of the year (31.03.2017)	
	No.		No. of shares	% of total shares of the company	No. of shares	% of total shares of the company
1	EDS Multi Strategy Fund Ltd.		1288000	4.46	1288000	4.46
2	JSTI Beneficiary Trust		606920	2.10	606920	2.10
3	The New India Assurance Co. Ltd.		497368	1.72	497368	1.72
4	Alka Jain		-	-	293317	1.02
5	Ashok Kumar Jain		16033	0.06	224701	0.78
6	Ares Diversified		112000	0.39	112000	0.39
7	Devi Investment And Development INC		104800	0.36	104800	0.36
8	Wallfort Financial Services Ltd.		175000	0.61	82308	0.29
9	Reliance Securities Ltd.		-	-	80000	0.28
10	Elara India Opportunity Fund Ltd.		80000	0.28	80000	0.28

v) Shareholding of Directors and Key Managerial Personnel:

Sl. No	For Each of the Directors and KMP		Shareholding at the beginning of the year (01.04.2016)		Cumulative Shareholding during the year 2016-17	
	No.		No. of shares	% of total shares of the company	No. of shares	% of total shares of the company
1	Mr. B.K.Birla					
	At the beginning of the year		46000	0.16	46000	0.16
	At the end of the year		46000	0.16	46000	0.16
2	Mrs. Jayashree Mohta					
	At the beginning of the year		985770	3.41	985770	3.41
	At the end of the year		985770	3.41	985770	3.41
3	Mr. B.M.Khaitan					
	At the beginning of the year		200	0.00	200	0.00
	At the end of the year		200	0.00	200	0.00
4	Mr.G.P.Goenka					
	At the beginning of the year		600	0.00	600	0.00
	At the end of the year		600	0.00	600	0.00
5	Mr.Prashant Jhawar*					
	At the beginning of the year		200	0.00	200	0.00
	At the end of the year		200	0.00	200	0.00
6	Mr.S.K.Tapuriah					
	At the beginning of the year		768	0.00	768	0.00
	At the end of the year		768	0.00	768	0.00
7	Mr.Subodh Kumar Agrawal					
	At the beginning of the year		200	0.00	200	0.00
	At the end of the year		200	0.00	200	0.00

Annexure 5 to the Directors' Report (Contd.)

Sl. No	For Each of the Directors and KMP		Shareholding at the beginning of the year (01.04.2016)		Cumulative Shareholding during the year 2016-17	
	No.		No. of shares	% of total shares of the company	No. of shares	% of total shares of the company
8	Mr. Vikash Kandoi					
	At the beginning of the year		1126	0.01	1126	0.01
	At the end of the year		1126	0.01	1126	0.01
9	Mr.D.P.Maheshwari					
	At the beginning of the year		11348	0.04	11348	0.04
	Market Sale on 21st July, 2016		5000	0.02	6348	0.02
	Market Purchase on 30th September, 2016		1963	0.01	8311	0.03
	Market Purchase on 16th November, 2016		4000	0.01	12311	0.04
	Market Purchase on 2nd December, 2016		10000	0.03	22311	0.08
	Market Purchase on 5th December, 2016		1320	0.00	23631	0.08
	Market Sale on 18th January, 2017		7025	0.02	16606	0.06
	Market Sale on 23rd January, 2017		3000	0.01	13606	0.05
	Market Sale on 20th February, 2017		10000	0.03	3606	0.01
	At the end of the year		3606	0.01	3606	0.01

V. Indebtedness

Indebtedness of the Company including interest outstanding/accrued but not due for payments

	Secured Loans excluding deposits	Unsecured Loans	Deposits	Total Indebtedness	
				(₹ in Lakh)	
Indebtedness at the beginning of the financial year					
i) Principal Amount	29939.55	8250.00	-	-	38189.55
ii) Interest due but not paid	-	-	-	-	-
iii) Interest accrued but not due	206.89	48.33	-	-	255.22
Total (i+ii+iii)	30146.44	8298.33			38444.77
Change in Indebtedness during the financial year					
• Addition	-	7818.18	-	-	7818.18
• Reduction	(7654.91)	-	-	-	(7654.91)
Net Change	(7654.91)	7818.18			163.27
Indebtedness at the end of the financial year					
i) Principal Amount	22344.83	16060.08	-	-	38404.91
ii) Interest due but not paid	-	-	-	-	-
iii) Interest accrued but not due	146.70	56.43	-	-	203.13
Total (i+ii+iii)	22491.53	16116.51			38608.04

Annexure 5 to the Directors' Report (Contd.)

VI) Remuneration of directors and Key Managerial Personnel

A. Remuneration to Managing Director, Whole-time Directors and/or Manager

Sl. No.	Particulars of Remuneration	Name of MD/WTD/ Manager			Total Amount (₹)
		Mrs. Jayashree Mohta	Mr. Vikash Kandoi	Mr. D.P.Maheshwari	
1	Gross Salary				
	(a) Salary as per provisions contained in section 17(1) of the Income tax provisions contained in section 17(1) of the Income Tax Act, 1961	9000000.00	3600000.00	10010020.00	22610020.00
	(b) Value of perquisites u/s 17(2) perquisites u/s 17(2) of Income Tax Act, 1961	-	-	975000.00	975000.00
	(c) Profits in lieu of salary under section 17(3) Income Tax Act, 1961	-	-	-	-
2	Stock Option	-	-	-	-
3	Sweat Equity	-	-	-	-
4	Commission				
	- as a % of profit	-	-	-	-
	- others, specify	-	-	-	-
5	Others, please specify	-	-	-	-
	Total (A)	9000000.00	3600000.00	10985020.00	23585020.00
	Ceiling as per the Act	10% of the net profits of the Company calculated as per section 198 of the Companies Act, 2013			

B. Remuneration to other directors:

I. Independent Directors:

Sl. No.	Particulars of Remuneration	Name of Directors					Total Amount (₹ In '000)
		Mr.B.M. Khaitan	Mr.G.P. Goenka	Mr. Prashant Jhavar	Mr. S. K. Tapuriah	Mr. Subodh Kumar Agrawal	
1	Independent Directors						
	Fee for attending board / committee meetings	30	30	30	160	150	400
	Commission	-	-	-	-	-	-
	Others, please specify	-	-	-	-	-	-
	Total (1)	30	30	30	160	150	400

Annexure 5 to the Directors' Report (Contd.)

II. Other Non Executive Directors:

Sl. No.	Particulars of Remuneration	Name of Director Mr. B. K. Birla	Total Amount (in ₹ '000)
	Fee for attending board / committee meetings	20	20
	Commission	-	-
	Others, please specify	-	-
	Total(2)	20	20
	Total(B)=(1+2)		420
	Total Managerial Remuneration		
	Overall Ceiling as per the Act	1% of the net profits of the Company calculated as per section 198 of the Companies Act, 2013	

C. Remuneration to Key Managerial Personnel other than Managing Director/Manager/Whole Time Director

Sl. No.	Particulars of Remuneration	Key Managerial Personnel Company Secretary/CFO	Total Amount (₹)
1	Gross salary		
	(a) Salary as per provisions contained in section 17(1) of the Income-tax Act, 1961	7771868.00	7771868.00
	(b) Value of perquisites u/s 17(2) Income-tax Act, 1961	607800.00	607800.00
	(c) Profits in lieu of salary under section 17(3) Income tax Act, 1961	-	-
2	Stock Option	-	-
3	Sweat Equity	-	-
4	Commission		
	- as % of profit	-	-
	- others, specify.	-	-
5	Others, please specify		
	Total		8379668.00

VII. Penalties/Punishment/Compounding of offences : NONE

For and on behalf of the Board

D. P. Maheshwari
(Managing Director)
(DIN: 02203749)Jayashree Mohta
(Vice-Chairperson)
(DIN: 01034912)

Kolkata, the 8th day of May, 2017

Management's Discussion and Analysis

OVERVIEW

Indian Tea production was higher at 1239 million kg. compared to 1208 million kg. in 2015. The crop of Assam, Darjeeling and Terai was down. There was increase in crop of Cachar. Your Company produced 223.72 lakh kg. of tea against 223.50 lakh kg. last year. Out of this your own crop was 181.86 lakh kg against 173.95 lakh kg. The bought leaf production decreased to 41.05 lakh kg from 49.64 lakh kg. Rising employee cost, declining yield and erratic climate is affecting the tea industry at large.

District	Tea Manufactured by the Company (April to March)			All India Production* (Jan. to December)		
	2016-17**	2015-16**	Increase/ Decrease (%)	2016	2015	Increase/ Decrease (%)
Cachar	8.46	7.69	10.01	50.79	45.40	11.87
Assam Valley	7.45	8.16	(-8.70)	591.39	585.83	0.95
Total Assam	15.91	15.85	0.38	642.18	631.22	1.74
Darjeeling	0.83	0.86	(-3.49)	8.13	8.76	(-7.19)
Dooars	0.93	0.91	2.20	205.91	181.78	13.27
Terai	2.94	2.99	(-1.67)	143.43	133.96	7.07
Total West Bengal	4.70	4.76	(-1.26)	357.47	324.50	10.16
Others	-	-	-	27.29	25.37	7.57
Total North India	20.61	20.61	0.00	1026.94	981.09	4.67
Tamilnadu	1.76	1.74	1.15	145.41	163.09	(-10.84)
Kerala	-	-	-	61.52	57.97	6.12
Karnataka	-	-	-	5.28	6.51	(-18.89)
Total South India	1.76	1.74	1.15	212.21	227.57	(-6.75)
Total Production	22.37	22.35	0.09	1239.15	1208.66	2.52

* All India figures on calendar year basis and estimated for 2016.

** The above production includes tea manufactured from bought leaf.

District wise price realised by the Company for own produce compared to previous year is as under:

Tea Areas	This year			Previous year		
	Qty.	Rate (₹)	Dist. Average (₹)	Qty.	Rate (₹)	Dist. Average (₹)
Cachar	8.69	134.67	116.60	7.49	132.19	112.99
Assam	5.65	186.17	148.47	5.74	208.94	157.95
Darjeeling	0.80	454.81	324.16	0.84	438.80	289.95
Dooars/Terai	3.77	145.58	128.45	3.92	149.57	123.93
South India	1.92	115.62	108.59	2.10	105.43	108.96
Total	20.84	161.22		20.09	167.53	

OUTLOOK

In the current year, tea market opened on a cautious note. Higher carry forward stock coupled with quantum of fresh arrivals has affected the market. Plainer teas/bottom end prices are likely to remain steady. Good cultivated teas in

SEGMENT ANALYSIS AND REVIEW

The Company is engaged in the manufacture of tea and chemicals & fertilisers besides tea warehousing and investment activities. Tea accounts for 81%, chemicals & fertilisers 16% and others 3% of the gross turnover during 2016-17. The sugar was demerged into a separate entity with effect from 1st April, 2016.

TEA

Your Company's district wise production compared to All India production is enumerated below:

(Quantity in million kg.)

Management's Discussion and Analysis (Contd.)

prices, political turmoil, erratic exchange rates etc, the overall demand for tea has not dampened, so indications for exports are positive. So we can take overall outlook for current year as healthy.

RISKS AND CONCERNS

- High Value teas unlikely to witness major spurt in prices as global economies slow down
- Rupee strong against Euro, Pound sterling and US Dollar
- Consistent quality and stalk free tea is an important component towards achieving better averages
- Increase in employee cost and shortage of labour is a major concern.

CHEMICALS & FERTILISERS

Review of Operations

Despite decrease in sale of SSP in West Bengal your Company increased its market share with improved quality and better marketing.

OUTLOOK

SSP is the most nutrient rich chemical fertilizer. The Government of India recognized its importance and encouraging the usage to maintain the nutrient balance in soil. The Rupee/dollar exchange rate is favourable for the fertilizer industry as a whole. This should boost up SSP industry in future. The subsidy was reduced by ₹ 830/- per M.T. last year and ₹ 177/- per M.T. w.e.f. April, 2017.

OPPORTUNITIES AND THREATS

Strengths

- Annapurna brand of the Company is well received in West Bengal market and enjoys premium over others.
- Established distributors network in all districts of West Bengal.
- Applicability of SSP for various agricultural produces.

Threats

- Continuous reduction in Government subsidy for sale of SSP.
- Abnormal delay in release of subsidy by the Government blocking working capital. Poor and/or less widespread monsoon in West Bengal affects the sale.
- Continuing price disparity between urea and phosphatic fertilizers.

DISCUSSION ON FINANCIAL PERFORMANCE WITH RESPECT TO OPERATIONAL PERFORMANCE

The Company laid emphasis on working capital management to have strict check on borrowings and interest cost, substantial saving was achieved on finance cost. There was focus on cash forecasting and liquidation of unproductive assets to retire debts. The deployment of extra fund was guided by the tenets of safety of principal, liquidity and

return. During the year the investment portfolio mix was continuously rebalanced in line with the evolving interest rate environment.

BUSINESS RESPONSIBILITY STATEMENT (BRI)

HEALTH, SAFETY, SECURITY AND ENVIRONMENT

Health, safety, security and environment (HSSE) is a key priority for the Company. Our goals are: no accidents, no harm to people and no damage to environment. The health, safety and security of everyone who works for the Company, is ensured.

All fertilisers factories of your Company are following full Environment Management System and Occupational Health & Safety Management System

All the tea estates follow green environment policy. Afforestation is being carried out on regular basis.

DEVELOPMENT IN HUMAN RESOURCES MANAGEMENT

The industrial relation in all tea estates and other units continued to be cordial. The Company carries out various program for development of its executives at all levels. During the year the company carried out development programme/top management interaction at key level for improvement in plantation activities and overall corporate performance.

During the year under review, the focus continued to be on the development of leadership capability and talent management with a view to ensure alignment to the overall business strategy. The focus was on engaging employees for improvement in quantity to derive better results. Using interactive sessions, your Company engaged all its employees on Safety, Respect, Excellence, Courage and One Team and is now actively seeking to embed these values.

There is endeavour on the part of management to the Company hives and retains its best talent.

Your Company continued to maintain high standards of employee relations and 2016-17 saw many achievements on this front. All the employees were motivated with their grievances sorted out by the top management to give their 100% to the Company.

The total number of people employed in your Company as on 31st March, 2017 was 23131.

CAUTIONARY STATEMENT

The statements in the report of the Board of Directors and the Management's Discussion and Analysis report describing the company's projections, estimates, expectations or predictions may be forward looking statements within the meaning of applicable securities laws and regulations. Actual results could differ materially from those expressed or implied since the Company's operations are influenced by many external and internal factors beyond the control of the Company. Further tea and chemicals industries depend upon the vagaries of nature and any adverse/favourable situation can change the whole situation.

Corporate Governance Report

[Pursuant to Part C of Schedule V of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 "Listing Regulations"]

The Company believes that Corporate Governance emerges from the application of the best and sound management practices and compliance with the laws with highest standards of transparency and business ethics. The basic principle is to achieve business excellence keeping in view the needs and interest of all its stakeholders.

1. COMPANY'S PHILOSOPHY ON CODE OF CORPORATE GOVERNANCE

Corporate Governance is creation and enhancing long term sustainable value for the stakeholders through ethically driven business process. At Jay Shree Tea, it is imperative that our Company affairs are managed in a fair and transparent manner. The Company is committed to good Corporate Governance and transparency in all dealings and places emphasis on business ethics, responsibilities conduct, integrity and accountability. The Company acknowledges the rights of its shareholders and provides information on performance and other key events of the Company to them. This timely and accurate disclosure of information improves public understanding of the structure, activities and policies of the Company.

Directors	Categories of Directors	No. of Board Meetings Attended	Attendance at the last AGM	No. of outside Directorship held	No. of outside Committee Membership held	No. of outside Chairmanship held	No. of shares held in the Company as on 31.03.2017
Mr. B. K. Birla (Chairman)	Promoter-Non-executive	1	No	4	-	-	46000
Mrs. Jayashree Mohta	Promoter-Executive	5	Yes	2	-	-	985770
Mr. B.M. Khaitan	Independent-Non-Executive	1	No	5	1	-	200
Mr. G.P. Goenka	Independent-Non-Executive	1	No	5	-	1	500
Mr. Prashant Jhawar	Independent-Non-Executive	1	No	8	-	-	200
Mr. S.K. Tapuriah	Independent-Non-Executive	4	Yes	-	-	-	768
Mr. Subodh Kumar Agrawal	Independent-Non-Executive	4	No	1	2	-	200

Consequently, the Company is able to attract investors, and enhance the trust and confidence of the stakeholders.

2. BOARD OF DIRECTORS

Composition:

The Board of Directors of the Company comprises of an optimum combination of Executive and Non-Executive Directors, which is in conformity with the provisions of Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. As of the year ended 31st March, 2017, the Board of directors includes a Non-Executive Independent Chairman, five Independent directors, two whole-time directors designated as Vice-Chairperson and Executive Director and a Managing Director. The Non-Executive Directors are industrialist of repute and eminent professionals drawn from amongst persons with experience in business and industry, finance and management. The composition is as under :

Membership of other Boards of Directors/ Committee of directors and Attendance record for the Company:

Five Board Meetings were held in 2016-2017 i.e. on 3rd May, 2016; 5th August, 2016; 10th November, 2016; 16th January, 2017 and 8th February, 2017:

Corporate Governance Report (Contd.)

Directors	Categories of Directors	No. of Board Meetings Attended	Attendance at the last AGM	No. of outside Directorship held	No. of outside Committee Membership held	No. of outside Chairmanship held	No. of shares held in the Company as on 31.03.2017
Mr. Vikash Kandoi	Executive (Executive Director)	4	Yes	-	-	-	1126
Mr. D.P. Maheshwari	Executive (Managing Director)	5	Yes	-	-	-	3606

No director is related to any other director on the Board in terms of the provisions of the Companies Act, 2013 except Mr. B.K. Birla, Mrs. Jayashree Mohta and Mr. Vikash Kandoi who are related to each other. Mr. B.K. Birla is father of Mrs. Jayashree Mohta and Mr. Vikash Kandoi is son-in-law of Mrs. Jayashree Mohta.

All the Directors affirmed that apart from receiving sitting fees and/or remuneration by Executive Directors and Managing Director, they do not have any pecuniary relationships or transactions with the Company, its promoters, its Directors, its Senior Management or its subsidiaries i.e. Majhulia Sugar Industries Pvt. Ltd., North Tukvar Tea Co. Ltd., Jayantika Investment & Finance Ltd., Birla Holdings Ltd., joint venture and associates (as defined in AS 23) which might affect independence of directorship in the Company.

Code of Conduct :

The Company has a code of conduct for all its Board members and senior management personnel which is available on the website of the Company. All the Board members and senior management personnel have confirmed compliance with the code, a declaration to this effect duly signed by the Managing Director is attached and forms part of the Annual Report of the Company.

Separate Meeting of Independent Directors:

As stipulated by the Code of Independent Directors under Companies Act 2013 and the Listing Regulations, a separate meeting of the Independent Directors of the Company was held on 8th February, 2017 to review the performance of Non Independent Directors including the Chairman and the Board as whole. The Independent Directors also reviewed the quality, content and timeliness of the flow

of information between the Management and the Board and its Committees which is necessary to effectively and reasonably perform and discharge their duties.

Familiarization Programme:

The Company has taken steps to familiarize its directors including Independent Directors about the Company operations, procedures and practices, business model, industry in which the Company operates and their role and responsibilities through necessary documents, reports and internal policies. The details of such programs can be accessed from the Company's website.

3. AUDIT COMMITTEE

The constitution of Audit Committee is as per requirement of Regulation 18 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Section 177 of the Companies Act, 2013.

The Audit Committee comprises of three Non-Executive Independent Directors and Mr. D.P. Maheshwari, Managing Director of the Company. Mr. R.K. Ganeriwala, President, CFO & Secretary, the Internal Auditors and Statutory Auditors are permanent invitees to the meeting.

The terms of reference of the Committee are:

- Oversight of the Company's financial reporting process, disclosure of its financial information, reviewing quarterly & yearly financial statements to ensure that the financial statement is correct, sufficient and credible.
- Recommending to the Board, the appointment, re-appointment of the statutory auditor and the fixation of audit and other fees.

Corporate Governance Report (Contd.)

3. Reviewing with the management the annual financial statements and auditor's report thereon before submission to the Board for approval.
4. Reviewing and monitoring the auditor's independence and performance.
5. Recommending to the Board, the appointment and remuneration of Cost Auditor.
6. Reviewing with the management, performance of internal auditors and adequacy of the internal control systems.
7. To review the functioning of the Whistle Blower Mechanism.
8. Approval or any subsequent modification of transactions of the Company with related parties.
9. To evaluate internal financial controls and risk management systems.
10. Such other functions as may be prescribed under the applicable laws and regulations.

Four Meetings of the Audit Committee were held in 2016-2017 on 3rd May, 2016; 4th August, 2016; 10th November, 2016; and 8th February, 2017.

Attendance record of the Audit Committee Meetings.

Name of Directors	No. of Meetings
Mr. S. K. Tapuriah (Chairman)	4
Mr. Subodh Kumar Agrawal (Member)	4
Mr. D. P. Maheshwari (Member)	4

4. EVALUATION OF THE BOARD'S PERFORMANCE

During the year, the Board evaluated its own performance as well as that of its Committees and individual Directors, including the Chairman of the Board. The exercise was carried out covering various aspects of the Boards functioning such as composition of the Board & committees, qualification, experience & competencies, performance of specific duties & obligations, governance issues etc. Separate exercise was carried out to evaluate the performance of Non-Independent Directors including the Board Chairman who were evaluated on parameters such

as attendance, contribution at the meetings and otherwise. The performance of Independent Directors has been evaluated based on the guidelines as provided under Schedule IV of the Act and it has been determined that their term of appointment shall be extended or continued as the case may be.

The evaluation of the Independent Directors was carried out by the entire Board except by the Director being evaluated and that of the Chairman and the Non-Independent Directors were carried out by the Independent Directors.

The directors were satisfied with the evaluation results, which reflected the overall engagement of the Board and its Committees with the Company.

5. NOMINATION AND REMUNERATION COMMITTEE

The Nomination and Remuneration Committee is constituted as per Regulation 19 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Section 178(1) of the Companies Act, 2013. The Nomination and Remuneration Committee comprises of three Non Executive Directors and Mr.R.K. Ganerwala, President, CFO & Secretary acts as Secretary to this Committee. The committee had met once in the year 2016-17 on 3rd May, 2016.

Attendance record of the Nomination and Remuneration Committee Meetings.

Name of Directors	No. of Meetings
Mr. B. M. Khaitan (Chairman)	1
Mr. Prashant Jhawar (Member)	-
Mr. S. K. Tapuriah (Member)	1

Terms of reference of this committee are:

- i) Determining/recommending the criteria for appointment of Executive, Non- Executive and Independent Directors to the Board.
- ii) Determining/recommending the criteria for qualification, positive attributes and Independence of Directors and recommend to the Board a policy relating to the remuneration for the directors, key managerial personnel and other employees.

Nestlé India Limited • Annual Report 2017



Committed to a Healthier Future

The Board of Directors of Nestlé India Limited



(From left to right)

Shobinder Duggal (Director - Finance & Control and CFO)

Rajya Vardhan Kanoria (Non Executive Director)

Asnok Kumar Mahindra (Non Executive Director)

Swati A. Piramal (Non Executive Director)

Suresh Narayanan (Chairman & Managing Director)

Rama Bijapurkar (Non Executive Director)

Rakesh Mohan (Non Executive Director)

Martin Roemkens (Director - Technical)

B. Murlu (SVP - Legal & Company Secretary)

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NESTLÉ INDIA LIMITED

NOTES FORMING PART OF THE FINANCIAL STATEMENTS

1. CORPORATE INFORMATION

Nestlé India Limited ("the Company") is a company domiciled in India, with its registered office situated at 100/101, World Trade Centre, Barakhamba Lane, New Delhi - 110 001. The Company has been incorporated under the provisions of Indian Companies Act and its equity shares are listed on the BSE Limited in India. The Company is primarily involved in Food business which incorporates product groups viz. Milk Products and Nutrition, Prepared dishes and Cooking aids, Powdered and Liquid Beverages and Confectionery.

2. SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PREPARATION AND MEASUREMENT

Statement of compliance

The financial statements of the Company have been prepared in accordance with and to comply in all material aspects with the Indian Accounting Standards (Ind AS) as notified under Section 133 of the Companies Act, 2013 read with Companies (Indian Accounting Standards) Rules, 2015 and the relevant provisions of the Act, as applicable.

These financial statements for the year ended 31 December 2017 are the first financial statements of the Company prepared under Ind AS. For all periods upto and including the year ended 31 December 2016, the Company had prepared its financial statements in accordance with Accounting Standards notified under Section 133 of the Companies Act, 2013, read with Companies (Accounting Standards) Rules, 2006 ('Previous GAAP'). Detailed explanation on how the transition from Previous GAAP to Ind AS has affected the Company's financial position, financial performance and cash flows is given in Note 54.

Previous year's figures have been regrouped / reclassified wherever necessary to conform with the current year's classification / disclosures.

Basis of measurement

The financial statements have been prepared on accrual and going concern basis under the historical cost convention except for certain class of financial assets/ liabilities, share based payments and net liability for defined benefit plans that are measured at fair value. The accounting policies have been consistently applied by the Company unless otherwise stated.

Financial Year

The Company has opted the period of 1st day of January to 31st day of December, each year as its financial year for the purpose of preparation of financial statements under the provisions of Section 2(41) of the Companies Act, 2013, which the Company Law Board has allowed.

Functional and Presentation Currency

The financial statements have been prepared and presented in Indian Rupees (₹), which is also the Company's functional currency.

Rounding off

All amounts in the financial statement and accompanying notes are presented in ₹ million and have been rounded-off to one decimal place unless stated otherwise.

Current and Non-current Classification

The Company has ascertained its operating cycle as 12 months for the purpose of current / non-current classification of assets and liabilities. This is based on the nature of products and the time between acquisition of assets for processing and their realisation in cash and cash equivalents.

Measurement of Profit from Operations

For better understanding of the financial performance, the Company has chosen to present "Profit from Operations" as an additional information in the Statement of Profit and Loss. "Profit from Operations" is arrived from 'Profit before Exceptional items and Tax' after reducing Other Income and adding back Finance Costs (including interest cost on employee benefit plans), Net provision for contingencies (others) and corporate social responsibility expense.

**STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 31 DECEMBER, 2017**

		(₹ in million)		
A) EQUITY SHARE CAPITAL				
Balance as at 1 January 2016		964.2		
Movement during the year		-		
Balance as at 31 December 2016		964.2		
Movement during the year		-		
Balance as at 31 December 2017		964.2		
B) OTHER EQUITY				
	Reserves and Surplus		Items of Other Comprehensive Income	
	General Reserve	Retained Earnings	Equity Instrument through Other Comprehensive Income	Effective portion of Cash Flow Hedges
				Total
Balance as at 1 January 2016	8,374.3	21,016.0	-	4.1
Profit after tax	-	10,013.6	-	-
Other comprehensive income	-	(551.8)	(200.0)	(8.6)
Total comprehensive income	-	9,461.8	(200.0)	(8.6)
Dividend (Refer note 52)	-	(5,640.3)	-	-
Dividend Distribution tax	-	(1,148.2)	-	-
Total appropriations	-	(6,788.5)	-	(6,788.5)
Balance as at 31 December 2016	8,374.3	23,689.3	(200.0)	(4.5)
Profit after tax	-	12,251.9	-	-
Other comprehensive income	-	(907.2)	-	17.4
Total comprehensive income	-	11,344.7	-	17.4
Dividend (Refer note 52)	-	(8,291.8)	-	-
Dividend Distribution tax	-	(1,687.7)	-	-
Total appropriations	-	(9,979.5)	-	(9,979.5)
Balance as at 31 December 2017	8,374.3	25,054.5	(200.0)	12.9

As per our report of even date attached
For B S R & CO. LLP
F.R.N. : 101248W/W-100022
Chartered Accountants

JITEN CHOPRA
Partner
Membership No. - 092894

SURESH NARAYANAN
Chairman and Managing Director
(DIN-07246738)

SHOBINDER DUGGAL
Director - Finance & Control and CFO
(DIN-00039580)

B. MURLI
Sr. VP - Legal & Company Secretary

14 February 2018
Gurugram

14 February 2018
Gurugram

For and on behalf of the Board of Directors

NOTES FORMING PART OF THE FINANCIAL STATEMENTS

	As at 31 December 2017 (₹ in million)	As at 31 December 2016 (₹ in million)	As at 1 January 2016 (₹ in million)
18 - OTHER EQUITY			
General reserve	8,374.3	8,374.3	8,374.3
Retained earnings	25,054.5	23,689.3	21,016.0
Items of Other Comprehensive Income			
Effective portion of cash flow hedges	12.9	(4.5)	4.1
Equity Instruments through other comprehensive income	(200.0)	(200.0)	-
	<u>33,241.7</u>	<u>31,859.1</u>	<u>29,394.4</u>

Nature and description of reserve

- (i) **General Reserve** - General reserve are free reserves of the company which are kept aside out of company's profits to meet the future requirements as and when they arise. The Company had transferred a portion of the profit after tax (PAT) to general reserve pursuant to the earlier provisions of Companies Act, 1956. Mandatory transfer to general reserve is not required under the Companies Act, 2013.
- (ii) **Retained Earnings** - Retained earnings are the accumulated profits earned by the Company till date, less transfer to general reserves, dividend (including dividend distribution tax) and other distributions made to the shareholders.
- (iii) **Effective portion of cash flow hedges** - The Company uses forward contracts to hedge its risks associated with foreign currency transactions relating to firm commitments and highly probable forecast transactions. This reserve represents the cumulative changes in fair value of forward contracts that are designated as Cash Flow Hedges. These will be reclassified to statement of profit and loss upon occurrence of the underlying forecasted transactions.
- (iv) **Equity instruments through other comprehensive income** - This represents the cumulative gains and losses arising on fair valuation of equity instruments measured at fair value through other comprehensive income under an irrevocable option.

19 - NON-CURRENT BORROWINGS

Unsecured loans

	204.2	204.2	77.5
Deferred VAT liabilities			
State of Karnataka ⁽¹⁾	147.2	127.3	90.4
State of Himachal Pradesh ⁽²⁾	351.4	331.5	167.9

- (1) Interest free, repayable after 10 years from the date of disbursement in 10 equal annual instalments commencing from year 2024.
(2) Interest free, repayable after 8 years from the year of deferment commencing from year 2021.

20 - NON-CURRENT PROVISIONS

	14,641.0	12,145.8	10,178.1
Employee benefits:			
Pension and gratuity (Refer note 36)	1,081.1	15,722.1	944.6
Other incentives and welfare benefits ⁽¹⁾	7,193.8	6,631.7	13,090.4
Contingencies (Refer note 39)	22,915.9	19,722.1	846.6
			11,024.7
			4,947.0
			15,971.7

- (1) Includes compensated absences, restricted stock unit plans, performance share unit plans, long service awards and ceremonial gifts.

NOTES FORMING PART OF THE FINANCIAL STATEMENTS

	As at 31 December 2017 (₹ in million)	As at 31 December 2016 (₹ in million)	As at 1 January 2016 (₹ in million)
21 - DEFERRED TAXES (NET) ⁽¹⁾			
Deferred tax liabilities			
Property, Plant and Equipment	2,533.5	2,710.9	2,872.9
Inventories	208.7	187.7	-
Financial Instruments	12.4	34.3	34.4
	<u>2,754.6</u>	<u>2,932.9</u>	<u>2,907.3</u>
Deferred tax assets			
Contingencies	1,143.8	1,033.8	900.6
Employee benefits - Compensated absences and Gratuity	331.9	287.4	220.8
Allowance for doubtful debts and receivables	20.6	19.9	21.9
Other items deductible on payment	38.7	38.4	17.0
	<u>1,535.0</u>	<u>1,379.5</u>	<u>1,160.3</u>
	<u>1,219.6</u>	<u>1,553.4</u>	<u>1,747.0</u>

(1) Refer note 42

22 - OTHER NON-CURRENT LIABILITIES

Deferred Government Grants	6.0	6.8	-
	<u>6.0</u>	<u>6.8</u>	<u>-</u>

23 - CURRENT BORROWINGS

Secured loans⁽¹⁾			
From banks			
- Bank overdraft	-	-	9.0
Unsecured loans			
From banks			
- Bank overdraft	-	-	0.4
	<u>-</u>	<u>-</u>	<u>9.4</u>

(1) The Company's borrowing facilities, comprising fund based and non fund based limits from various bankers, are secured by way of a first pari passu charge on all movable assets (excluding plant and machinery), inventories and book debts.

24 - TRADE PAYABLE

Payables to micro enterprises and small enterprises (Refer note 51)	52.5	48.8	37.5
Other payables	9,793.9	7,942.8	7,456.6
	<u>9,846.4</u>	<u>7,991.6</u>	<u>7,494.1</u>

NOTES FORMING PART OF THE FINANCIAL STATEMENTS

	As at 31 December 2017 (₹ in million)	As at 31 December 2016 (₹ in million)	As at 1 January 2016 (₹ in million)
25 - OTHER CURRENT FINANCIAL LIABILITIES			
Payables for capital expenditure	680.1	853.1	433.4
Customers' credit balances and payables	1,027.9	879.2	859.5
Employee costs and reimbursements	1,245.2	1,155.5	995.6
Book Overdraft	9.4	11.5	19.4
Unpaid dividends ⁽¹⁾	97.3	106.8	102.8
Security deposits	66.3	75.6	70.0
Derivative liabilities - forward contracts	14.0	34.7	12.0
	<u>3,140.2</u>	<u>3,116.4</u>	<u>2,492.7</u>

(1) No amount due and outstanding to be credited to Investor Education and Protection Fund.

26 - CURRENT PROVISIONS

Employee benefits:					
Pension (Refer note 36)	182.5	171.1	151.9		
Other incentives and welfare benefits ⁽¹⁾	249.7	432.2	238.9	410.0	226.5
Contingencies (Refer note 39)		442.4		128.0	
		<u>874.6</u>		<u>538.0</u>	<u>506.4</u>

(1) Includes compensated absences, restricted stock unit plans/ performance share unit plans, long service awards and ceremonial gifts.

27 - OTHER CURRENT LIABILITIES

Statutory liabilities (Goods & Services tax, Sales tax, Excise Duty, TDS etc.)	377.1	1,338.8	1,287.9
Advance from customers	168.7	249.0	171.7
Others	520.1	433.7	705.1
	<u>1,065.9</u>	<u>2,021.5</u>	<u>2,164.7</u>

NESTLÉ INDIA LIMITED

NOTES FORMING PART OF THE FINANCIAL STATEMENTS

	Year ended 31 December 2017 (₹ in million)	Year ended 31 December 2016 (₹ in million)
28 - OTHER OPERATING REVENUES		
Export incentives	395.4	465.2
Other operating income (includes scrap sales)	175.3	184.5
	<u>570.7</u>	<u>649.7</u>
29 - OTHER INCOME		
Interest on bank deposits, investments and employee loans etc. ⁽¹⁾	1,245.8	1,097.4
Interest on tax free long term bonds ⁽¹⁾	362.1	278.0
Dividend on mutual funds	159.4	129.4
Net Gain on financial assets at fair value through profit & loss	1.9	4.2
	<u>1,769.2</u>	<u>1,509.0</u>
(1) as per effective interest rate method		
30 - COST OF MATERIALS CONSUMED		
Raw materials	35,222.3	31,118.8
Packing materials	7,094.3	6,632.1
	<u>42,316.6</u>	<u>37,750.9</u>
31 - CHANGES IN INVENTORIES OF FINISHED GOODS, WORK-IN-PROGRESS AND STOCK-IN-TRADE		
Opening stock		
Finished goods	3,708.5	3,824.8
Work-in-progress	912.7	780.3
Stock-in-trade	172.7	117.4
	<u>4,793.9</u>	<u>4,722.5</u>
Closing Stock		
Finished goods	3,881.7	3,708.5
Work-in-progress	1,148.1	912.7
Stock-in-trade	280.5	172.7
	<u>5,310.3</u>	<u>4,793.9</u>
Net (increase)/ decrease in opening and closing stock	(516.4)	(71.4)
Net movement in excise duty on finished goods	(279.2)	(5.2)
	<u>(795.6)</u>	<u>(76.6)</u>

Name : Register No.:

TAMIL NADU NATIONAL LAW SCHOOL, TIRUCHIRAPPALLI

B.A. LL.B. (Hons) / B.Com. LL.B. (Hons) Degree Programme

Fifth Year – Tenth Semester, End Semester Examinations (Even-Semester), May 2018

MEDIA LAW

Time: 2½ Hours

Maximum Marks: 50

Answer the following Questions:

1. What do you mean by the 'aversion defence' in the determination of obscenity? (2 Marks)
2. Would you consider the Press Council of India as a way of self-regulation of media? Why or why not? (2 Marks)
3. In the context of the freedom of the press to report on events, what does the term 'breathing space' mean? (2 Marks)
4. What are the elements of the Hicklin's test for determining obscenity? How is it different from the Roth test? (3 Marks)
5. In the Karnataka State Elections, it comes to light that a particular candidate, Mr. X, had paid a newspaper some money in return for which the newspaper published an article about a welfare scheme he had introduced during his tenure as a Minister. Would this amount to 'paid news'? What provisions are available in determining and curtailing such practices during elections? (3 Marks)
6. In his memorial to the British Government, Raja Ram Mohun Roy writes that the freedom of the press in India allowed the diffusion of reason and information through society and improved the working of the government by creating a reading public. Is this a universal or particular argument for free speech? How are they different? (3 Marks)

Please answer any SEVEN out of the following questions: (7 X 5 = 35 Marks)

7. Doordarshan invites scriptwriters to send in scripts for a new series on the life of the poet Mir Taqi Mir. Out of the scripts received, Doordarshan selects a script by a famous writer in the Hindi Film Industry, even though the script was received two days after the deadline. Aggrieved, a scriptwriter who sent his script before the last date, files a case against Doordarshan. In the light of the above facts and decided cases, explain whether Doordarshan acted wrongly in this case (5 Marks)

8. Ranjan Kak, a documentary film maker, makes a film about the Kashmir problem in 1988. His documentary is critically acclaimed, but Doordarshan denies to broadcast it, citing that it gave too biased a view of the issues involved. Based on decided cases, determine whether this action of Doordarshan is justified. In your answer, please discuss whether there is a right to access to government broadcasting in India and its importance **(5 Marks)**
9. Jasmeet is a popular singer with many hits to his name. He is particularly well known for making the 'Bhangra' genre of music popular across India. A toy company, releases a doll that retains a remarkable likeness to Jasmeet, and sings a couple of phrases from a popular Bhangra folk song. What remedies does Jasmeet have under Indian law if he wants to prevent the company from selling these dolls? Using the above fact situation and decided cases, explain the law governing publicity rights in India **(5 Marks)**.
- 10.(a) Public trials are said to serve an important "sunshine function". What does that mean? **(2 Marks)**
- (b) Discuss at least two cases where media has played an important role in influencing public opinion. What guidelines are available under decided cases in exercising restraint when it comes to reporting of legal proceedings? **(3 Marks)**
11. A critically acclaimed director makes a film about sex work in Sonagacchi, Kolkata. He submits his film for certification, applying for a U certification. The CBFC grants the film A certification. Aggrieved, the filmmaker approaches the court contending that certification of cinemas by the CBFC amounts to pre-censorship which is against Article 19 (1) (a). Do you think he will succeed in this claim? Explain your answer on the basis of decided cases **(5 Marks)**
12. The movie Vishwaroopam was banned by the State Government, even though it was certified by the Central Film Certification Board. In the light of this decision, discuss the power of State and Central Government in relation to regulation of films **(5 Marks)**
13. After a domestic altercation, the brother-in-law of a public official sought copies of memos, show-cause notices and censure/punishment awarded to a public servant under the Right to Information Act, 2005. Will this be made available to him by the authority under the Act? Why or why not? Explain with the help of decided cases **(5 Marks)**
14. It is estimated that out of 155 million households with TV connections, 4.6 million households have access only to Prasar Bharti's terrestrial networks. How does the decision in Secretary, Ministry of Information and Broadcasting v. Cricket Association of Bengal ("Cricket Association") (1995) affect these households? Explain how the majority the judgment in this case tackles the issue of ownership of airwaves **(5 Marks)**