



TAMILNADU NATIONAL LAW UNIVERSITY

QUESTION PAPERS

PG PROGRAMME

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**END SEMESTER (ODD-SEMESTER)
EXAMINATIONS, NOVEMBER-2025**

Name :

Register No.:

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**TAMIL NADU NATIONAL LAW UNIVERSITY, TIRUCHIRAPPALLI
LL.M. Programme (BUSINESS LAW)**

**End Semester (Odd -Semester) Examinations, November - 2025
LAW AND JUSTICE IN A GLOBALIZING WORLD**

Time: 2 ½ Hours

Maximum Marks: 50

PART – A (5 x 8 = 40 Marks)

Answer any FIVE of the following questions in not exceeding 800 words each:

1. “Globalization has increasingly blurred the boundaries of State sovereignty, particularly in areas where international trade, investment, and human rights intersect with domestic governance”. Does globalization undermine India’s sovereign policy space, or does it provide opportunities for redefining sovereignty in an interconnected world? - Critically comment with a real time example.
2. Critically analyse the impact of globalization on migration governance in India, with specific reference to the legal and constitutional challenges posed by the NRC and the Citizenship (Amendment) Act, 2019. How do these developments reflect the tensions between global human rights obligations and the domestic imperatives of national identity and security?
3. In light of India’s ongoing struggle to eradicate poverty amidst rapid economic growth, critically examine how principles of global justice and human rights obligations shape the State’s responsibility to ensure equitable access to basic social and economic entitlements. Illustrate your discussion with a recent real-time problem
4. Critically examine how the forces of globalisation contribute to environmental degradation in India, with particular reference to the coastal industrialization and port expansion projects citing relevant projects.
5. In 2024, a major multinational private military corporation, M/s. *GlobalShield Security Ltd.*, registered in Country Asmania (a powerful non-State Party to the Rome Statute), is alleged to have provided armed assistance to government forces in Country Bouvnia (a State Party to the Rome Statute). During its operations, GlobalShield personnel are accused of committing war crimes, including attacks on civilian populations and unlawful detention of humanitarian workers. While Bouvnia has requested the ICC Prosecutor to investigate, Asmania has refused to cooperate, citing sovereignty and claiming that its nationals fall outside the ICC’s jurisdiction. The victims’ groups argue that globalisation and the cross-border nature of modern corporate activities require expanded international accountability. Critically analyse, the challenges posed by globalisation to the ICC’s jurisdictional limits

6. In 2024, the government of a developing country introduced a new Foreign Investment Facilitation Act allowing multinational e-commerce corporations to operate with minimal regulatory barriers. Following this, several local Small and Medium Enterprises (SMEs) protested, arguing that the influx of foreign companies led to monopolistic market behaviour, erosion of domestic employment, and violation of fair competition principles. The government defends its policy as essential to attracting global investment and aligning with international trade obligations under the World Trade Organization (WTO). How globalization and free market principles influence the regulatory autonomy of developing states? Whether national legal systems can regulate global corporate power without contravening WTO or investment treaty norms?
7. In 2023, the Government of India entered into a Memorandum of Understanding (MOU) with a multinational renewable energy corporation, *Solar Terra Inc.*, to establish a 2,500-acre solar power plant in the tribal-dominated *Janagiri* region of Madisha. The project is framed as a step toward achieving India's clean energy targets under the Paris Agreement and promoting global sustainability goals. However, the Yaongria Londh community, which has ancestral and spiritual ties to the *Janagiri* hills, claims that the land acquisition and environmental clearance process ignored their constitutional and statutory rights under the Fifth Schedule, the Forest Rights Act (2006), and the Panchayats (Extension to Scheduled Areas) Act, 1996. The petitioners contend that global investment pressures and the language of "green development" have been used to justify the displacement of Indigenous populations under the guise of globalization and sustainable growth. The State replied that the project serves a compelling national interest and aligns with global environmental commitments. Evaluate, with reference to international and Indian legal frameworks, how globalization has reshaped the protection and recognition of Indigenous rights in India.

PART – B (2 x 5 = 10 Marks)

Answer any TWO of the following questions in not exceeding 400 words each:

Write Short Notes on

1. Democratic Deficit
2. Phases of Globalization
3. South East Asian Financial Crisis
4. Globalization and Human Trafficking

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TAMIL NADU NATIONAL LAW UNIVERSITY, TIRUCHIRAPPALLI
LL.M. Programme (BUSINESS LAW)

End Semester (Odd -Semester) Examinations, November - 2025

COMPARATIVE PUBLIC LAW

Time: 2 ½ Hours

Maximum Marks: 50

PART – A (5 x 8 = 40 Marks)

Answer any FIVE of the following questions in not exceeding 800 words each:

1. "Comparative public law is not merely about comparing legal texts, but understanding the socio-political contexts in which constitutional norms operate."

Evaluate the various methods and benefits of studying comparative public law. What are the primary sources of comparative public law? Explain how comparative constitutional law contributes to better understanding of domestic legal systems.

2. What are the essential features of constitutionalism? Examine the concepts of limited government and rule of law as foundational principles of constitutional governance. How do these principles manifest differently in various constitutional traditions? Illustrate your answer with examples from at least two jurisdictions.

3. "Federalism in India operates as a unique model that defies traditional classifications of federal systems."

Evaluate this statement by examining the concepts of quasi-federalism, cooperative federalism, and competitive federalism in the Indian context. How does the Indian model compare with federal arrangements in, Canada, or the United States? Examine the role of judiciary in maintaining federal equilibrium.

4. Evaluate the argument that strong executive action may sometimes be necessary for national stability. Under what conditions, if any, might temporary suspension of constitutional provisions be justifiable in a constitutional democracy?

5. Examine the theory and practice of constitutional interpretation in comparative perspective. Examine the different approaches to constitutional interpretation such as originalism, textualism, purposive interpretation, and the living constitution doctrine. How do courts balance fidelity to constitutional text with the need for constitutional evolution?

6. "The power to amend the constitution is essential for constitutional adaptation, but unlimited amendment power can destroy the constitution itself."

In light of this statement, analyze the various methods of constitutional amendment across different jurisdictions. Evaluate the rationale for imposing limitations on amending power. Critically examine the theory of 'unconstitutional constitutional amendments' with relevant examples.

7. What are the justifications for martial law? Who should hold military authorities accountable during martial law, and how? Explain the challenges of enforcing accountability when normal institutional checks and balances are suspended or weakened. Consider both domestic and international accountability mechanisms.

PART – B (2 x 5 = 10 Marks)

Answer any TWO of the following questions in not exceeding 400 words each:

8. Explain the principle of subsidiarity in the context of multi-level governance and decentralization. How does this principle contribute to conflict management in multi-cultural societies? Provide examples from any two federal systems.

9. What is meant by "internationalization of constitutional law"? Explain the phenomenon of "constitutional borrowing" in the drafting of bills of rights with suitable examples. What are the main criticisms of this practice?

10. Distinguish between the following pairs of concepts with appropriate illustrations:

a) Constitutional governance and Constitutionalism **(2.5 marks)**

b) Civil liberties and Social rights **(2.5 marks)**

11. Analyze the role of Public Interest Litigation (PIL) in the enforcement of individual freedoms and constitutional rights. How does PIL contribute to constitutional justice and access to justice for marginalized communities? What are its potential limitations?

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TAMIL NADU NATIONAL LAW UNIVERSITY, TIRUCHIRAPPALLI
LL.M. Programme (BUSINESS LAW)
End Semester (Odd-Semester) Examinations, November - 2025
RESEARCH METHODS AND LEGAL WRITING

Time: 2 ½ Hours

Maximum Marks: 50

PART – A (5 x 8 = 40 Marks)

Answer any FIVE of the following questions in not exceeding 800 words each:

1. Write a note on 'need for using simple legal language in writing'. Do you think that language sophistication is irrelevant in legal writing? Justify your views.
2. What do you mean by research? What are the essential qualities of researcher for undertaking research? Do you think that technological advancements have undermined the basic requirements of research and the researcher? Justify your views.
3. "Future of the legal research has to be either on interdisciplinary or multidisciplinary". – Do you agree with the statement? Explain various types of research with suitable illustrations.
4. Critically analyse the importance of 'literature review' in research. How far the literature review assists to shape the research design? Explain.
5. Explain in detail the significance of hypothesis in a research design. Can there be a research design without hypothesis? Justify.
6. "Non doctrinal research is a process through which legal research could be further corroborated/strengthened" – In the light of the above statement, while collecting data, describe the various sampling methods that could be used. Provide your answer with suitable illustrations.
7. "Most of the legal researchers do not have habit of not even stepping into the law library for research as the required resources are otherwise available in the online databases." – Do you agree with the statement? Do you think that legal research can be conducted without visiting the library? Justify your views with suitable illustrations.

PART – B (2 x 5 = 10 Marks)

Answer any TWO of the following questions in not exceeding 400 words each:

8. Write a note on "Ethics in Research".
9. Various sources of research materials with suitable illustrations

10. Write a newspaper column on "Legal aspects of Climate Change". You are required to give a suitable title to gain the attention of the readers.

11. "Research objectives are one of the key elements of a research design to determine the buffer zone of the topic chosen". Explain.

Maximum Marks: 50

Time: 2 N Hours

PART - A (5 x 8 = 40 Marks)

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2. What do you mean by research? What are the essential qualities of researcher for undertaking research? Do you think that technological advancements have undermined the basic requirements of research and the researcher? Justify your views.
3. "Future of the legal research has to be either on interdisciplinarity or multidisciplinary." - Do you agree with the statement? Explain various types of research with suitable illustrations.
4. Critically analyse the importance of literature review in research. How far the literature review assists to shape the research design? Explain.
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PART - B (2 x 5 = 10 Marks)

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TAMIL NADU NATIONAL LAW UNIVERSITY, TIRUCHIRAPPALLI
LL.M. Programme (BUSINESS LAW)
End Semester (Odd-Semester) Examinations, November - 2025
CONTRACT MANAGEMENT

Time: 2 ½ Hours

Maximum Marks: 50

PART – A (5 x 8 = 40 Marks)

Answer any FIVE of the following questions in not exceeding 800 words each:

1. Critically examine the distinction between the Will Theory and the Reliance Theory under the Law of Contracts. Examine how these theoretical frameworks shaped the contemporary understanding of consent and enforceability under the Indian Contract Act, 1872.
2. **M/s. CityRide Cab Services Pvt. Ltd. (hereinafter referred to as CityRide)** offers an online taxi booking app with standard terms and conditions that users must accept before booking which contains the following clause: *“The company shall not be liable for any loss, damage, or delay howsoever caused during the course of service.”* During a ride, the cab driver, an employee of CityRide, negligently collides with another vehicle, causing serious injury to the passenger. The passenger sues CityRide for damages. The company relies on the above clause to deny liability. Will the passenger succeed? Decide with the help of principles governing the interpretation of exemption clauses in standard form contracts and relevant judicial decisions.
3. *“The Government, while entering into contracts, is expected not to act like a private individual but to conform to certain healthy standards and norms. Its actions must not be arbitrary, irrational, or irrelevant.”*

With reference to the above statement, elucidate when a government contract can be held violative of Article 14 of the Constitution of India and briefly explain the constitutional and procedural requirements that regulate government contracts in India by referring to relevant judicial decisions.

4. M/s. UlagTrade LLC., a company based in Dubai, negotiated with M/s. Indo Metals Ltd., (hereinafter referred to as Indo Metals) an Indian company, through a series of e-mails for the supply of bauxite. The final e-mail in the chain clearly set out complete and final agreement on all essential terms including the agreed quantity, price, shipment schedule and arbitration clause. The parties also expressly agreed that any disputes arising out of the transaction would be governed by Indian law.

Subsequently, M/s. Indo Metals refused to perform the contract, contending that no formal written agreement had been signed and hence no binding contract existed. M/s. UlagTrade LLC. invoked the arbitration clause for breach of contract, relying solely on the e-mail correspondence and the electronic confirmation of terms.

Evaluate whether a valid and enforceable contract exists between the parties, by referring to relevant provisions under the Information Technology Act, 2000, the Indian Contract Act, 1872, and relevant judicial decisions. Further, enumerate the essential conditions for treating e-mail communications as a valid and binding contract.

5. Section 27 of the Indian Contract Act, 1872 provides that “*Every agreement by which any one is restrained from exercising a lawful profession, trade or business of any kind, is to that extent void.*” In light of this provision, **critically examine how the Indian judiciary has interpreted and dealt with the enforceability of restrictive covenants in employment contracts.**
6. Parties to a contract often include **arbitration clauses** to avoid prolonged court proceedings. **Section 34 of the Arbitration and Conciliation Act, 1996** embodies this intent by restricting judicial intervention and permitting courts to set aside an arbitral award only on **specific statutory grounds**. However, Indian courts have, through interpretation, expanded the meaning of the term “**public policy of India**” under Section 34, leading to wider judicial scrutiny of arbitral awards. **Critically analyse whether this judicial expansion of the term “public policy” aligns with the legislative objective of minimal court interference in arbitration.**
7. The Public Works Department (hereinafter referred to as PWD) of a State Government in India issued a limited tender to five pre-selected contractors for the construction of a new district hospital. A contractor who was not invited challenged this process. In this context, Explain the different kinds of tenders used in public procurement and explain the circumstances under which the Government may legitimately resort to a limited tender process.

PART – B (2 x 5 = 10 Marks)

Answer any TWO of the following questions in not exceeding 400 words each:

8. What is the purpose of *Price Variation clause* in construction contracts? With the help of relevant judicial decisions, discuss the remedies available to an aggrieved contractor in the absence of such clause in the contract.
9. *Boilerplate clauses* are often overlooked as mere ‘standard’ or ‘basic’ inclusions in contracts, yet it is precisely this perceived simplicity that makes them essential. Comment.

10. Explain the requirements for claiming loss of expected profit in cases of breach or wrongful termination of contract, as laid down by the Supreme Court in the case of *Unibros v. All India Radio*, 2023 INSC 931.

 11. Critically analyse the contemporary relevance of Lord Hoffmann's principles of contractual interpretation laid down in *Investors Compensation Scheme Ltd v. West Bromwich Building Society*, [1998] 1 WLR 896.
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TAMIL NADU NATIONAL LAW UNIVERSITY, TIRUCHIRAPPALLI
LL.M. Programme (BUSINESS LAW)

End Semester (Odd-Semester) Examinations, November - 2025
LAW RELATING TO BANKING AND INSURANCE LAWS

Time: 2 ½ Hours

Maximum Marks: 50

PART – A (5 x 8 = 40 Marks)

Answer any FIVE of the following questions in not exceeding 800 words each:

1. M/s. PayMoney Fintech Co., is a new Fintech company registered under Payment and Settlements Act, 2007 and started working in India from 2020. Recently, they launched a new mobile wallet payment service called 'Pay4m' Wallet. They offered payment services as well as fund transfer services. One day, Mr. Vyshak, who wanted to transfer around 1 Lakh to his father through the Pay4m wallet requested the payment, but found that the transaction never happened. However, the money was debited from his wallet services. Mr. Vyshak complained about the same to M/s. PayMoney Fintech Co. and raised issues. Examine the recourse mechanism in this case.
2. Mr. Aaron, aged 45, applied for a life insurance policy worth ₹50 lakhs with M/s. Secure Life Insurance Co., in 2022 While filling the proposal form, he failed to disclose that he had been suffering from diabetes and high blood pressure for the past five years. He believed these conditions were minor and did not affect his ability to work. The insurance company issued the policy based on the information provided. Two years later, Mr. Aaron passed away due to a heart attack. When his wife, Mrs. Latha, filed a claim for the insured amount, the insurance company investigated and discovered his undisclosed medical conditions. On this basis, the company rejected the claim, citing a breach of the principle of utmost good faith Mrs. Latha argues that her husband's death was due to a heart attack and not directly caused by diabetes, and hence, the insurance company's rejection is unjustified.
3. Mr. Rajesh borrowed ₹50,000 from Mr. Karan and executed a promissory note on 1st January 2025, promising to repay the amount within six months with interest at 10% per annum. After a few months, Mr. Karan noticed that the note mentioned no specific place of payment. Without informing Mr. Rajesh, he added the words "Payable at State Bank of India, Chennai" to the promissory note to make it more convenient for encashment. When Rajesh later refused to pay, Mr. Karan filed a suit to recover the amount based on the promissory note. Decide the validity of the instrument.

4. Mr. Rohan Mehta, a well-known businessman and Managing Director of M/s. Zenith Exports Ltd., obtained loans worth ₹900 crores from several Indian banks to fund his company's expansion from 2020-2024. Within two years, the company defaulted on payments, and investigations by the Enforcement Directorate (ED) revealed that Mr. Rohan had diverted most of the funds to offshore shell companies in Dubai and the British Virgin Islands. Before the investigation could be completed in 2025, Mr. Rohan fled India and took permanent residence in the United Kingdom. Despite repeated summons from the Special Court (under the Prevention of Money Laundering Act, 2002), he failed to appear. The Enforcement Directorate(ED) filed an application before the Special Court to declare Mr. Rohan Mehta a 'Fugitive Economic Offender (FEO)' under the FEO Act 2018. Can Mr. Rohan Mehta be declared so under the FEO Act 2018? If so, what is the next course of action?

5. Dr. Sudha, aged 30 years, is a newly appointed Honorary OBT/GYN in the Apollo Hospital, Tiruchirappalli. She is required to visit the Hospital as a regular employee and not avail leaves, but has to remain in the Hospital for only limited time period as in her appointment letter. For her work, instead of salary, she received an honorarium of Rs. 50,000/- per month. Therefore, Dr. Sudha used to travel to work in the hospital van during the night shifts starting from 9 pm ending till 5 am early morning. She was also called during all the emergency cases and certain specialized cases as it was the nature of her work. On 20.02.2025, while returning back from work, the Hospital van carrying various employees of the Hospital including Dr. Sudha met with an accident due to negligence of the driver. Dr. Sudha unfortunately, succumbed to the injuries. Her father, Mr. Shailesh now made a claim with the Hospital authorities to enforce their Motor Vehicle Insurance stating that Dr. Sudha is one of the 'employees' of the Hospital relying upon the clause-

*"...In consideration of the payment of an additional premium it is hereby understood and agreed that the Company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by **any passenger other than the insured and/or his paid driver attendant or cleaner and/or a person in the employ of the insured coming within the scope of the Workman Compensation Act, 1923** and subsequent amendments of the said Act and engaged in and upon the service of the insured at the time such injury is sustained whilst mounting into dismounting from or travelling in but not driving the motor car and caused by violent accidental external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in:*

Scale of Compensation

a) Death only 100%..."

When Mr. Shailesh initiated the claim, the M/s. Hospital & Bajaj Alliance Insurance Co Ltd., (Insurer) denies the claim saying that being in Honorary member is a '**contract of service**' and comes within the scope of Workman Compensation Act, 1923 as she was 'employed' during the happening of loss and is a regular employee and the accidental benefit as proposed above is only for other 'other' passengers. However, on the opposite, Mr. Shailesh claims that she has been employed for 'contract for service' as the employment contract itself is headed as '**Contract for Service**' indicating he is an

independent professional and enumerated that he shall be given only honorarium and also his contract upon expiry of 3 years shall be renewable only at the option of mutual consent, he shall devote himself fully for the institution & his contract is not terminable without notice. Therefore, Dr, Sudha is 'other' passenger and thus entitled to the benefit under the policy. As a student of Insurance laws, you are required to advise as to the claim made by Mr. Shailesh.

6. Mr. Arjun Verma, a small-scale businessman, obtained a term loan of ₹50 lakhs from M/s. Bharat National Bank Ltd. in 2023 to expand his manufacturing unit. He mortgaged his factory land and building as security for the loan. Due to business losses during the pandemic, Mr. Arjun defaulted on loan repayments for more than six months. The bank classified his account as a Non-Performing Asset (NPA) on 1st June 2025 and issued a demand notice under Section 13(2) of the SARFAESI Act, 2002, requiring him to pay ₹58 lakhs (including interest and charges) within 60 days. Arjun failed to make payment within the notice period. Explain the course of action for M/s. Bharat National Bank Ltd., in this regard.
7. M/s. Ocean Traders Ltd., insured its cargo of electronic goods worth ₹2 crores being shipped from Mumbai to Singapore under a marine insurance policy covering all perils of the sea. During the voyage, the ship encountered an unexpected and violent storm in the Arabian Sea. Due to the heavy waves, several containers, including those belonging to M/s. Ocean Traders, were washed overboard and lost. However, the insurer refused to indemnify the loss, arguing that the goods were improperly secured on the deck and that such loss was due to the negligence of the crew rather than a peril of the sea. Upon enquiry, it was found that the rope which was used to secure the goods in the deck was not of good quality and hence the goods slipped away in the marine adventure. Evaluate the enforceability of Marine Insurance as per the Marine Insurance Act, 1963.

PART – B (2 x 5 = 10 Marks)

Answer any TWO of the following questions in not exceeding 400 words each:

8. Former, RBI Governor Mr. Urjith Patel in his book '*Overdraft: Saving the Indian Saver*' says "... After centuries of ruinous experiences, some governments learnt, others haven't, to control themselves, create self-governing Central banks and let them manage money and regulate banks..." Substantiate this statement by analyzing the relevant laws regulating the RBI.
9. 'An Insurance Ombudsman, in simple words, acts as a self-sustaining, quasi-judicial body. Its main job is to resolve conflicts between policyholders and their insurance companies...' Justify this statement by referring to the Insurance Ombudsman Rules 2017 (as amended by 2023).
10. Define Non – Banking Financial Companies (NBFCs). Explain the importance of Scale Based Regulation of NBFCs. Do you think the concept of 'banking' is diminishing in the current era with increase towards online digital banking services and growth of NBFCs?

11. Comment upon the various measures taken by Reserve Bank of India (RBI) to adequately handle the Capital adequacy requirement, Asset Liability Management and Risk Management of the banks in par with the Basel Concordant and BIS standard.
12. What is meant by 'Insurable Interest'? Evaluate the significance of the same in Insurance Contracts. Do you think the significance of this concept is diminishing now a days with increase in more life and health Insurance policies?

PART - B (2 x 5 = 10 Marks)

Answer any TWO of the following questions in not exceeding 400 words each:

8. Former RBI Governor Mr. Ujjaini Patel in his book 'Overdue: Saving the Indian Rupee' says "After centuries of various experiences some governments learnt others haven't to control themselves, create self-governing central banks and let them manage money and regulate banks." Substantiate this statement by analysing the relevant laws regulating the RBI.

9. An Insurance Ombudsman in simple words acts as a self-sustaining quasi-judicial body. Its main job is to resolve conflicts between policyholders and their insurance companies. Justify this statement by referring to the Insurance Ombudsman Rules, 2017 (as amended by 2023).

10. Define Non-Banking Financial Companies (NBFCs). Explain the importance of State Based Regulation of NBFCs. Do you think the concept of 'banking' is diminishing in the current era with increase towards online digital banking services and growth of NBFCs?

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TAMIL NADU NATIONAL LAW UNIVERSITY, TIRUCHIRAPPALLI

LL.M. Programme (BUSINESS LAW)

End Semester (Odd-Semester) Examinations, November - 2025

CORPORATE LAWS

Time: 2 ½ Hours

Maximum Marks: 50

PART – A (5 x 8 = 40 Marks)

Answer any FIVE of the following questions in not exceeding 800 words each:

1. Trace the evolution of the doctrines of corporate legal personality and limited liability, in the United Kingdom, by examining their development through legislative experimentation and judicial interpretation and critically analyse how these doctrines impact the contemporary governance framework of companies in India.

2. Mr. Athalan resigned from his position as Executive Director of M/s. Surya Motors Ltd., on 15th March 2021. Under his employment contract, he was restricted for a period of three years from approaching or soliciting any standing customers of M/s. Surya Motors Ltd.,

On 12th April 2023, a new company named M/s. Akshaya Auto Solutions Private Ltd., was incorporated by the brother-in-law of Mr. Arun. Within a short time, M/s. Akshaya Auto Solutions Private Ltd., began contacting several customers of M/s. Surya Motors Ltd., by using Mr. Athalan's personal contacts.

When M/s. Surya Motors Ltd., raised objections, Mr. Athalan argued that he held no formal position in M/s. Akshaya Auto Solutions Private Ltd., and therefore could not be held responsible for any approach made by the new company.

Decide the matter and explain the principle of law involved along with the relevant provisions and judicial decisions.

3. On 3rd May 2024, Ms. Raghavi, who holds 68% of the equity shares and voting power in M/s. Trident Innovators Private Ltd., began exploring possibilities for expanding the company's operations after receiving interest from institutional investors. During consultations with market advisors, she was informed that several investment routes and regulatory benefits would be accessible only if M/s. Trident Innovators Private Ltd., were structured as a public company.

Hence, on 14th of August 2024, Ms. Raghavi convened a meeting with the board of directors of M/s. Trident Innovators Private Ltd., During the discussion, questions were raised regarding the higher compliance standards and the requirement to make changes to the company structure. The company's legal consultant also pointed out that some

provisions in the Memorandum of Association and the Articles of Association of M/s. Trident Innovators Private Ltd., may not align with the statutory requirements applicable to public companies in India.

As counsel for M/s. Trident Innovators Private Limited, advise Ms. Raghavi on the considerations she must take into account before seeking to convert the company into a public company, and explain the amendments that would be required to the existing constitutional documents of the company in order to lawfully effect such a transition.

4. M/s. Nandita Wellness Ltd., an unlisted public company, circulated a document titled Strategic Growth Invitation to a large number of individuals. The document described the company's business, financial position, projected returns, and proposed terms of issue, and invited expressions of interest for subscribing to equity-linked instruments. More than 230 individuals responded, and based on these responses, the company made private allotments of equity shares and a mix of convertible instruments. No document was filed with the Registrar of Companies or with any stock exchange. Several allottees later claimed that the circulated document did not disclose pricing details and that the final terms of allotment differed from what had originally been presented. The company maintains that the document was merely informational and not a prospectus.

On these facts, examine whether the circulation of the document and subsequent allotment of securities comply with the corporate law framework in India. Support your answer with relevant provisions of the Companies Act, 2013 and applicable judicial precedents.

5. M/s. Vardhini Textiles Ltd., appointed Mr. Kiran as a director soon after he acquired a significant amount of equity shares in the company. Over the next few years, several concerns arose within the board. It was discovered that Mr. Kiran had failed to attend multiple board meetings without seeking leave, had not disclosed that his partnership firm was supplying raw materials to the company, and had delegated few of his duties to junior employees without placing them before the board. The chairperson later received a complaint that Mr. Kiran had been assuring prospective investors that he could influence board decisions in return for personal commission.

During the same period, certain shareholders claimed that several board resolutions were passed without proper discussion because Mr. Kiran had circulated written notes to other directors persuading them to approve transactions in which he personally had an interest. The company secretary expressed concern that these actions might expose the company to statutory non-compliance.

On these facts, examine the legal implications of Mr. Kiran's conduct under the Companies Act, 2013. Explain the principles relating to the rights and duties of directors under the Indian Companies Act and Common Law Countries Practice.

6. On 12th March 2023, a group of individuals began planning to set up M/s. Riverstone Infrastructure Ltd., to undertake a large construction project. During the initial stages, on 5th April 2023, Mr. Ishaan, who was coordinating the formation of the company, negotiated and finalised a contract for the purchase of a parcel of land with a third party, stating that the contract was "for the benefit of the proposed company."

On 18th April 2023, before the company was incorporated, he also arranged for certain cleaning services on the land and received a commission from the service provider without informing the proposed shareholders.

M/s. Riverstone Infrastructure Ltd., was incorporated on 30th June 2023. After incorporation, the company refused to proceed with the land purchase agreement, stating that it had never authorised, accepted, or ratified any such arrangement. Some of the initial subscribers questioned whether Mr. Ishaan was entitled to retain the commission he received during the promotional stage.

The seller of the land now claims that the company is bound by the agreement, arguing that it was negotiated “on behalf of the company before its formation,” and that the company’s subsequent incorporation should not affect its enforceability.

Based on these facts, examine the legal position regarding the duties and liabilities of promoters of companies and the enforceability of pre-incorporation contracts under Indian regulatory framework.

7. Examine the various methods through which different types of Indian companies may raise capital in the primary market under the securities framework, with reference to the relevant provisions of the Companies Act, 2013. In this context, analyse the role of the secondary market and evaluate how its functioning supports a company’s overall financial position.

PART – B (2 x 5 = 10 Marks)

Answer any TWO of the following questions in not exceeding 400 words each:

8. Identify and evaluate the statutory mechanisms under Indian company law that safeguard the interests of minority shareholders, with particular reference to the remedies available when the conduct of majority shareholders or directors becomes prejudicial to the interests of the minority shareholders and the company.
 9. Critically evaluate the extent to which the responsibility for detecting financial irregularities rests with auditors and analyse their role within the corporate governance framework in India.
 10. Analyse the principal legal distinctions between a company, a partnership, and a limited liability partnership under Indian law, with specific reference to their registrations, governance structure, liability framework, and membership.
 11. Explain the *doctrines of ultra vires*, constructive notice and indoor management and analyse how these doctrines aid corporate governance in India.
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