



Shri Vile Parle Kelavani Mandal's

# **JITENDRA CHAUHAN COLLEGE OF LAW**

(Affiliated to University of Mumbai and Recognized by Bar Council of India, New Delhi)  
Mithibai College Building, 8th Floor, Bhaktivedanta Swami Marg, Vile Parle (W), Mumbai-400056.  
Tel: 022 4233 1401 / 2 / 3 / 4 • E-mail : jcclooffice@gmail.com • Website : www.jccl.ac.in



Date: 14<sup>th</sup> February, 2025

## **NOTICE**

### **II LL.B. (SEM-IV) (2024-2025)**

### **APPLIED COMPONENT GROUP**

### **Drafting, Pleading & Conveyancing - II**

### **(75 :25 Pattern) Regular and ATKT**

All students of S.Y. LL.B. (Sem-IV) as part of their curriculum are required to successfully complete and pass in Practical Oriented Applied Component Course (Drafting, Pleading & Conveyancing [DPC II]).

#### **I. SYLLABUS**

The Drafting syllabus comprises of following:

<b>Module I</b>	<b>Module II</b>
1.1 Sale Deed	2.1 Matrimonial Petitions- Divorce Petitions, Mutual Consent Divorce Petitions
1.2 Mortgage Deed- Simple, English, Mortgage by Conditional sale, Usufructuary, mortgage	2.2 Application for Maintenance
1.3 Lease deed, Leave and License Agreement	2.3 Application for Custody
1.4 Exchange Deed	2.4 Pleadings for restitution of conjugal rights
1.5 Gift Deed	2.5 Nullity of marriage
1.6 Trust Deed	
1.7 Registration of Documents- S 17, 18 Indian Registration Act, 1908	
1.8 Partnership Deed	

<b>Module III</b>	<b>Module IV</b>
3.1. Limited Liability Partnership Deed	4.1 Will and Codicil
3.2 Petitions for winding up a company under Companies Act, 2013	4.2 Application for heirship certificate 4.8 Testamentary Petition for Succession Certificate (Probate)
3.3 Draft Notice for Annual General Meeting and Special General Meeting	4.3 Application for Certified Guardian
3.4 Legal Notice for Defective Goods	4.4 Adoption Deed under Juvenile Justice Act, 2015
3.5 Application for Corporate insolvency resolution under IBC 2016	4.5 RTI applications, reply, appeal

## **II. EVALUATION PATTERN & COMPONENTS**

DPC – II comprises of the following TWO components:

<b>Sr. No.</b>	<b>COMPONENT</b>	<b>MARKS</b>
1.	Journal	50
2.	Written Examination	50
<b>TOTAL</b>		<b>100</b>

### **1. Guidelines for The Submission of Journal**

- a) **Annexure I** to this Notice consists of 9 drafting questions from MODULE I & II. Students are required to write **ANY FIVE** of the same.
- b) Each drafting question shall carry 10 marks each.
- c) The Journal shall be **HANDWRITTEN** only.
- d) The Journal shall be written on **A4 SIZE BOTH SIDE RULED JOURNAL PAPER** only. Journal is to be written on both sides of the paper.
- e) The Journal should compulsorily contain the following particulars:
  1. Cover Page
  2. Table of Contents
  3. Pages must be numbered appropriately
- f) The Cover Page of the Journal must contain the following details:
  1. Subject: DPC II

2. Full Name of Student
  3. Division & Roll number
  4. Name of the College
2. The hard copy of the Journal will be collected on **29<sup>th</sup> March, 2025**, by the invigilator **during the written examination.**
3. **Guidelines for the Written Examination**
- a. A written Examination of 50 Marks shall be held on **29<sup>th</sup> March 2025**.
  - b. Duration of Exam: 2 hours
  - c. Time of Exam: 3:00 PM to 5:00 PM
  - d. The Examination shall comprise of BOTH Theory and Drafting questions:
    - 1) Drafting questions shall be from Module III and IV only.
    - 2) Theory questions shall be from ALL Modules.
  - e. The Paper pattern of the Examination shall be as under:

<b>Sr. No.</b>	<b>Question Type</b>	<b>Total Marks</b>
1.	Theory Questions from all Modules	10
2.	Drafting (Module III & IV)	40
<b>TOTAL</b>		<b>50</b>

For any further queries, you may get in touch with the following Faculty:

1. Associate Prof. Dr. Sharmila Ghuge
2. Asst. Prof. Sneha Rajivkumar Nair



**Dr. Priya J. Shah**  
(I/c Principal)

## ANNEXURE I

1. Attempt **ANY FIVE** of the below mentioned Questions
  2. Each Question carries 10 Marks.
  3. The details of the parties, etc. are to be written in the drafts.
  4. Answers are to be written in English Only.
  5. In case any facts necessary for drafting (dates, addresses, names etc.) are not mentioned in the questions, students may presume such facts. Do not leave blank spaces in your answers.
- 
- 1) Ms. Anita Deshmukh, a retired government officer, wants to gift her house in Delhi (worth Rs. 4 crore) to her adopted daughter, Kavita, out of love and affection. However, she has concerns that if Kavita fails to take care of her in old age, she might want to revoke the gift. Additionally, Ms. Anita's biological son, Varun, who has been estranged for 10 years, has suddenly returned and opposes the gift, claiming that he has a legal right as a natural heir.
    - a) Draft a gift deed that includes a revocation clause in case Kavita fails to fulfil certain conditions.
    - b) Explain whether Varun can challenge the gift in court under Indian succession laws.
    - c) Advise Ms. Anita on whether she should opt for a conditional gift or a registered Will instead.
  - 2) A company, Mohan Enterprises, approaches XYZ Bank for a loan of Rs. 5,00,00,000/- to expand its manufacturing unit. The company offers its factory premises located in Pune, having a market valuation of Rs. 8,00,00,000/-, as collateral.

Upon due diligence, XYZ Bank finds that Mohan Enterprises has an existing loan with another bank, which is regularly serviced but still has an outstanding amount of Rs. 1,50,00,000/-. Despite this, XYZ Bank is willing to sanction the loan but requires a first charge on the factory premises.

Draft a relevant deed keeping in mind the bank's interest in securing the property as first charge against the loan.
  - 3) Mr. Raghav Bansal, a banker, and Mrs. Simran Bansal, a journalist, were married in Jaipur on 22.11.2010 as per Hindu traditions. They have been residing in Bandra, Mumbai but have decided to part ways due to differences in lifestyle and work schedules.

They have two children, Rahul and Kirti aged 10 and 7 respectfully. While Simran wants to relocate to Bangalore with the children due to her job, Raghav is opposing the relocation as he wants joint custody.

- Raghav has agreed to pay Rs. 50,000 per month as child support.
- Simran has agreed to allow Raghav visitation rights for one weekend per month and shared custody during summer vacations.
- Raghav wants a clause in the agreement restricting Simran from taking the children abroad without his consent.

Draft a Mutual Divorce Petition, ensuring child custody and relocation terms are legally addressed.

- 4) Mr. Rahul Batra is interested in purchasing 5 acres of agricultural land in Whitefield, Bangalore, but he wants to ensure that:
1. The land has a clear title with no pending litigation or government claims.
  2. The land can be converted from agricultural to residential use.
  3. He wants to pay an advance of Rs. 25 lakh, with the balance Rs. 1.75 crore payable after he secures the land conversion approval within 8 months.

Mr. Rahul has approached you for legal advice on verifying the land's status and the appropriate agreement to sign with the seller, Mr. Manjunath Gowda.

- a) Draft a document that secures Mr. Rahul's concerns regarding title clearance and conversion approval.
- b) Draft the agreement Mr. Rahul should enter into with Mr. Manjunath to secure the land while awaiting conversion approval.

- 5) Aarav Mehta, aged 30 years, R/o B-12, Silver Heights, Juhu, Mumbai 400049, and Kabir Malhotra, aged 32 years, R/o 305, Orchid Towers, Bandra West, Mumbai 400050, have decided to start a film production house together. Aarav is a scriptwriter and director, while Kabir is a cinematographer.

They plan to invest Rs. 50 lakhs each into the venture. The firm will be registered under the name "Cinematic Dreams" and will operate from Office No. 15, Paramount Studios, Film City, Goregaon, Mumbai 400065. The profit-sharing ratio between them will be 60:40, with Aarav taking 60% and Kabir taking 40% due to his lesser investment in technical equipment. Both partners have agreed that in case of disputes, an arbitrator

will be appointed instead of going to court. If any partner wishes to exit, they must give a 6-month prior notice and can sell their share only to the other partner, not outsiders. Draft a Partnership Deed incorporating these terms and ensuring legal protection for both partners.

6. Ms. Priya Sharma, a software engineer, and Mr. Arjun Mehta, a businessman, got married on 15.02.2023 in Delhi as per Hindu customs and rituals. Soon after the marriage, Priya discovered that Arjun was already married to another woman, Riya Mehta, and their marriage was still subsisting. When confronted, Arjun admitted that he had not obtained a divorce from Riya and insisted that both women could live with him. Priya, feeling deceived and emotionally distressed, moved back to her parental home in Pune within a month of the wedding. She has now decided to seek legal recourse and wants to file a petition for nullity of marriage under Section 11 of the Hindu Marriage Act, 1955, on the ground that her marriage with Arjun is void due to his existing marriage with Riya.

Draft an Application for Nullity of Marriage on behalf of Priya Sharma, ensuring to include:

- a) Details of the marriage and discovery of Arjun's previous marriage.
  - b) The legal ground for nullity under the Hindu Marriage Act, 1955.
  - c) A request for appropriate relief, including a declaration that the marriage is null and void.
7. Mr. Amit Khanna, a retired government officer, owns a 3BHK apartment in Andheri, Mumbai. He wishes to rent out the apartment and to enter into a Leave and License Agreement with a potential occupant, Mr. Rohan Verma, a corporate employee working in Mumbai. Rohan wants to occupy the apartment for two years for residential purposes. After discussions, they are considering going ahead with the leave and license agreement:

Leave and License Agreement: A renewable 11-month agreement, with a monthly license fee of ₹55,000 and a refundable security deposit of ₹1,50,000. The licensee cannot claim tenancy rights and must vacate upon expiration unless renewed. The landlord and give 30 days' notice to terminate the said agreement.

Draft a Leave and License Agreement highlighting the short-term nature of the arrangement, licensee's obligations, and vacation clause.

8. Mr. Rajesh Malhotra, a successful businessman based in Pune, wishes to establish a charitable trust in memory of his late wife, Mrs. Anjali Malhotra, who was passionate about providing education to underprivileged children. He wants to create a public charitable trust named "Anjali Educational Foundation" to provide scholarships, free educational materials, and financial aid to students from economically weaker sections.

To set up the trust, Rajesh intends to contribute an initial corpus of ₹50 lakhs and may add more funds later. He has identified three trustees:

- a) Rajesh Malhotra (Founder & Managing Trustee)
- b) Dr. Meera Iyer (Educationist)
- c) Mr. Sandeep Joshi (Chartered Accountant)

9) The trust will operate in Maharashtra and will be registered under the Indian Trusts Act, 1882. The trustees will ensure the proper utilization of funds, and no trustee shall receive any personal benefit from the trust. Rajesh wants to include provisions for adding new trustees, dissolution of the trust, and investment of funds for sustainable growth.

Draft a Trust Deed for "Anjali Educational Foundation," ensuring to include:

- a) Objectives of the Trust (Providing education, scholarships, etc.).
- b) Details of Trustees and their Powers.
- c) Corpus Fund and Management of Assets.
- d) Rules for Addition or Removal of Trustees.
- e) Dissolution Clause and Utilization of Remaining Funds.



**Dr. Priya J. Shah**  
(I/c Principal)