



## HIMACHAL PRADESH NATIONAL LAW UNIVERSITY SHIMLA

*Mid-Term Examinations, November 2022*

Paper Code: LB-701

Subject: Principles of Taxation Law

B.A./B.B.A. LL.B. 7<sup>th</sup> Semester4<sup>th</sup> November, 2022

Time: 1 hour 30 minutes

Maximum Marks: 25

Instructions:

*Attempt any two questions from Section-A. Each question in Section-A carries two and half marks. Attempt any two questions from Section-B. Each question in Section-B carries ten marks.*

**SECTION-A (Short-Answer Type)****(2x2.5=05Marks)****Q.1 Short Answer Type Questions:**

- A. Ms. Harsha Mehta, an Indian Citizen, is a noted film director. She went to UK and has been a tax resident of UK for the last three years. She, along with four other noted film personalities, entered into partnership for producing and directing a film on Indian King Ashoka. The Partnership firm is registered in UK. The firm decided to complete the cinematography in India. For the Financial Year 2020-21, the firm received an income of Rs 3.6 Cr through the shooting of cinematograph film in India. Decide the tax liability under the Income Tax Act, 1961.
- B. Proxy Advertisers is a company incorporated under the Companies Act, 2013. The company is doing bulk business in preparing advertisements related materials such as hoardings, banners etc. With a view to avoid possible loss due to accidental fire, the company purchases fire-insurance against all its properties including building, machinery and already prepared hoardings and banners stored in the store-house. The company has paid Rs. 78000/ premium against the insurance and claimed a deduction for said expenditure under Section 30 read with Section 37 of Income Tax Act, 1861. The Income Tax Officer allowed the claim with respect to building and machineries, but refused to permit the deduction against the premium paid against 'prepared hoardings and banners stored in the store-house'. Discuss the legality of the order passed by ITO.
- C. Discuss the concept of 'Income' under the Income Tax Act, 1961.

Assessee Ramlal is doing business to provide easy finance/loans to his customers. In the Financial Year 2010-21, he took a loan of Rs. 25 lakhs from Infinite Finance Ltd, a company that engages in the financing business. Mr. Ramlal gave the money as debt to his customer Mr. Shyamlal. However, due to the pandemic, his customer is unable to pay back the debt and the interest. In view of the pandemic, Ramlal waived off the applicable interest over the debt i.e. a sum of Rs. 72550/. For Academic Year 2021-22, the Income Tax Officer included the waived-off money as his 'income'. The assessee Ramlal argued that the waived-off amount could not be considered his income.

**SECTION-B (Long-Answer/Descriptive/Analytical Type)****(2x10=20Marks)**

- Q.2** Assessee owns a huge plot of agricultural land over which his family has been growing teak trees. The usual practice was to cut the grown-up trees, leaving roots there. After few months of further care of these roots, they often grow as new plants. Assessee had no other source of income. Until Financial Year 2010-11, he has been continuously showing income under 'Agricultural income'. In the Financial Year 2010 the assessee decided to shift his old business i.e., business of teak tree to that of rubber tree plantation. The assessee started cutting all the teak trees, removed the roots, and planted new rubber plants. He sold the teak trees and earned Rs 180,250/ in the Financial Year 2011-12. However, he claimed the sale proceed as capital loss, and thus a 'zero income' in the return filed for Academic Year 2012-13. On the other hand, the Income Tax Officer treated entire sale proceed as income, and refused to treat the same as 'agricultural income'. Examine the legality of the assessee claim and the order of ITO.
- Q.3** In the year 2001, Mr. Ram Kumar, Mr. Shyam Kumar, and Mohd Abdulla entered into partnership business. The partnership deed had a clause that on the death of a partner, the firm would not dissolve, and the surviving partners were empowered to continue the partnership on payment to the widow of the deceased partners of:(a) a share of profits of the deceased;(b) the amount of his share in the net profits accrued due for a period of one year from the date of his death, if the partnership subsisted for such period;(c) the surviving partners are required to make the aforesaid payments within two years from the date of demise of the deceased partner, and (d) the partnership would stand dissolved if the surviving partners do not desire to take over the share of the deceased partner and to continue the partnership business.
- Mr. Shyam died on April 10, 2012. The firm, with an intent to continue the business paid following amount to Ms. Aaradhana, widow of Mr. Shyam, (a) a sum of Rs. 10,22,250/- as share of profit to the deceased on April 30, 2013 as accrued till March 31, 2012, and(b) Rs. 221,355/- as his share in the net profits for Financial Year 2012-13, calculated based on his net share in the capital of the firm. During Academic Year 2013-14, the firm claimed deduction of both the amount, being diversion of income, to calculate the total income of the firm. Decide the legality of the claim raised by the firm with the help of judicial precedents.
- Q.4** Mr. Ram Kumar has one ancestral house property wherein he, along with his other members of the family members, is residing (marked as P-1). On October 20, 2021, he purchased two residential properties (P-2 & P-3), one in the name of his wife, and the other in the name of his married daughter, respectively. Both the properties are lying vacant. For the Academic Year 2022-23, the Income Tax Officer assessed the notional annual value of the P-1 as 'Nil'. The annual value of property P-2 as 2.60 Lakhs and P-3 as Rs. 2.70 Lakhs respectively. The Income Tax officer directed Mr. Kumar to exercise his option between P-2 & P-3 as 'self-occupied residential property' for claiming the exemption from taxation. Mr. Kumar claimed tax exemption from all the three properties. Discuss the legality of his claim.



## HIMACHAL PRADESH NATIONAL LAW UNIVERSITY SHIMLA

*Mid-Term Examinations, November 2022*

Paper Code: LB-702

Subject: Intellectual Property Rights-I

B.A./B.B.A. LL.B. 7<sup>th</sup> Semester4<sup>th</sup> November, 2022

Time: 1 hour 30 minutes

Maximum Marks: 25

Instructions:

*Attempt any two questions from Section-A. Each question in Section-A carries two and half marks. Attempt any two questions from Section-B. Each question in Section-B carries ten marks.*

**SECTION-A (Short-Answer Type)****(2x2.5=05Marks)****Q.1 Short Answer Type Questions:**

- A. Discuss the salient features of TRIPS agreement vis a vis Intellectual Property Rights.
- B. *Domain Names are more than an internet addresses and are valuable corporate asset that are entitled to equal protection of law as trademarks.* Discuss this in light of landmark cases.
- C. Discuss the possibility of registration of the following under the Trade Marks Act, 1999:
  - (i) Jumuna for glass-bottled water.
  - (ii) Fit-foot for shoes.

**SECTION-B (Long-Answer/Descriptive/Analytical Type)****(2x10=20Marks)**

- Q.2 “TRIPS Agreement has undergone major developments: disputes arising under the TRIPS Agreement that have proceeded to formal adjudication in the WTO, and negotiation among WTO Members regarding access to medicines and public health under the TRIPS Agreement”. Discuss the dispute settlement mechanism and process of settling disputes as described under TRIPS and WTO.
- Q.3 Zina Pharma Co. has been using ‘BETADINE’ as a trade mark for medicinal and pharmaceutical products since 1980. Cara Pharma Co. started using ‘BEETADINE’ as a trade mark for the similar products from 2005. Zina Pharma co. after knowing about Cara Pharma Co.’s use filed a suit for restraining Cara Pharma Co. from using the mark ‘BEETADINE’ on the ground that the mark is deceptively similar to his mark ‘BETADINE’. What are the striking factors to be considered in deciding the question of deceptive similarity of a trade mark.

- Q.4** “A mark must possess distinctive character so as to be registrable under the Trade Marks Act, 1999.’ Explain the meaning of inherent and acquired distinctive character”. Whether a mark which is descriptive is always non-distinctive? Give reasons in support of your answer.



## HIMACHAL PRADESH NATIONAL LAW UNIVERSITY SHIMLA

*Mid-Term Examinations, November 2022*

Paper Code: LB-703

Subject: Public International Law

B.A./B.B.A. LL.B. 7<sup>th</sup> Semester5<sup>th</sup> November, 2022

Time: 1 hour 30 minutes

Maximum Marks: 25

Instructions:

*Attempt any two questions from Section-A. Each question in Section-A carries two and half marks. Attempt any two questions from Section-B. Each question in Section-B carries ten marks.*

**SECTION-A (Short-Answer Type)****(2x2.5=05Marks)****Q.1 Short Answer Type Questions:**

- A. In a conflict between State A and State B United Nations appointed Mr. X a mediator to solve the conflict between State A and State B. In this process X also freed many prisoners of both the states. Many extremist forces were not happy with this and X was assassinated by one of the group. X was in the service of the United Nations. The avenue before United Nations was to hold someone responsible for injuries suffered by its employee Mr. X. The dispute is submitted before ICJ. The question before ICJ is whether the UN has the capacity to make an international claim to demand reparations when a State is responsible for injuries to one of its agents /employees in the performance of its duties? Decide with relevant case law.
- B. Discuss the principle of *Pacta Sunt Servanda* as basis of International Law.
- C. Can Article 38 of the Statute of International Court of Justice be regarded as a complete statement of the sources of international law? Discuss.

**SECTION-B (Long-Answer/Descriptive/Analytical Type)****(2x10=20Marks)**

- Q.2 “A sharp contrast exists between the traditional and modern definitions of international law, yet they share some common features.” Discuss the distinctions between these definitions and the way they have reoriented international law.
- Q.3 Discuss the state practices of India and USA with regard to enforcement of customary International Law and convention within their municipal legal system. Do they follow the Blackstonian principle of incorporation of International Law in municipal law as followed in UK? Discuss.

- Q.4** Two states **A** and **B** submitted their dispute on a subject matter **X** before the International Court of Justice. There is no treaty on subject-matter **X** between state **A** and State **B**. State **A** contends that there has been customary practice between state **A** and state **B** on the subject matter **X**. **B** contends that bilateral customary practice cannot be regarded as a source of International Law. Decide. Cite relevant case law/s (if any) in support of your answer.



## HIMACHAL PRADESH NATIONAL LAW UNIVERSITY SHIMLA

*Mid-Term Examinations, November 2022*

Paper Code: LB-704

Subject: Drafting, Pleading and Conveyance

B.A./B.B.A. LL.B. 7<sup>th</sup> Semester5<sup>th</sup> November, 2022

Time: 1 hour 30 minutes

Maximum Marks: 25

Instructions:

*Attempt any two questions from Section-A. Each question in Section-A carries two and half marks. Attempt any two questions from Section-B. Each question in Section-B carries ten marks.*

**SECTION-A (Short-Answer Type)****(2x2.5=05Marks)****Q.1 Short Answer Type Questions:**

- A. What is the purpose of law? What is the difference between procedural law and substantive law.
- B. What is the object of pleadings?
- C. While drafting a suit which provisions of CPC are to be taken into consideration? Elaborate,

**SECTION-B (Long-Answer/Descriptive/Analytical Type)****(2x10=20Marks)**

- Q.2 “A well drafted document is equivalent to a strong argument and can make or break a case”. Do you agree with the statement? Elaborate the importance of the art of strong drafting in legal profession.
- Q.3 The Petitioner (Anjali) and Respondent (Aditya) are wife and husband and their marriage was solemnised on 15/08/2021 according to Hindu Rites and Rituals in Shimla, District of Himachal Pradesh. The respondent began to avoid and ignore the petitioner and from the beginning of marriage and began to physically assault the petitioner. For some time the petitioner made no complaint and underwent such ill-treatment, hoping the respondent would see better sense. However, in January, 2022, the respondent started cohabiting with C, a co-worker from his office at her residence. Thereafter, petitioner filed a suit against the respondent for the Divorce under Section 13(1) of The Hindu Marriage Act, 1955. Draft a petition for Divorce under relevant provision of HMA
- Q.4 Abhay, a young bright engineer, while on his way to home from his office succumbed to death at Saket due to falling of a tree on his vehicle. Vimla, mother of Abhay seeks damages from Municipal Corporation, Delhi. Draft a plaint for recovery of damages on behalf of the plaintiff.



HIMACHAL PRADESH NATIONAL LAW UNIVERSITY SHIMLA

*Mid-Term Examinations, November 2022*

Paper Code: LB-705

Subject: International Trade Law

B.A./B.B.A. LL.B. 7<sup>th</sup> Semester

7<sup>th</sup> November, 2022

Time: 1 hour 30 minutes

Maximum Marks: 25

Instructions:

*Attempt any two questions from Section-A. Each question in Section-A carries two and half marks. Attempt any two questions from Section-B. Each question in Section-B carries ten marks.*

**SECTION-A (Short-Answer Type)**

**(2x2.5=05Marks)**

**Q.1 Short Answer Type Questions:**

- A. “Acceptance in international contract must be unconditional and unqualified” Elucidate the formation of contract under CISG.
- B. Write a short note on obligation of seller under CISG.
- C. “A bank guarantee is a promise from a lending institution that ensures the bank will step up if a debtor can't cover a debt”. Comment.

**SECTION-B (Long-Answer/Descriptive/Analytical Type)**

**(2x10=20Marks)**

- Q.2 “Incoterms 2020 rules are the official commercial terms published by the International Chamber of Commerce (ICC). They are a voluntary, authoritative, globally-accepted and adhered-to text for determining the responsibilities of buyers and sellers for the delivery of goods under sales contracts for international trade”. Discuss the Ex work (ExW) and FCA (Free carrier) in detail.
- Q.3 As a trade finance tool, Letters of Credit are designed to protect both exporters and importers. Elucidate the different type of letter of credit with special reference to Red clause letter of credit.
- Q.4 The bill of lading is a legally binding document which provides the carrier and the shipper with all the information necessary for the accurate processing of shipment goods”. Discuss the various kinds of bills of lading and international law governing bills of lading.