Lloyd Law College & Lloyd School of Law

PRACTICAL TRAINING COURSE FILE WORK

DRAFTING OF PLEADING & CONVEYANCING

Course Marks :: Theory Paper: 50, Practical File: 30, Viva-Voce: 20

LL.B. Sem. V (2023-26) :: Course Code (K-5005)

B.A.LL.B Sem. IX (2021-2026) :: Course Code (BL-9005)

B.Com.LL.B Sem. IX (2021-2026) :: Course Code (BCL-9005)

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Guidelines/instructions for preparing the Practical course File:

- **First page should be taken from the attachments.**
- **Second Page - Index** with page numbers.
- Use **plain A4 size paper**. Write on **one side of the paper.** Leave back side of each paper blank.
- Project file shall be **"MANUSCRIPT – HAND WRITTEN" single hand written only**. Handwriting should be **neat and legible**.
- **Scrutiny of Practical File** will be done **on the day of Practical Examination** first by our College Faculty and second by the External Examiner from the CCS University, Meerut.
- **MANDATORY PRESENCE:** Absence in any of the above Practical Course Work Exercise Examination will disentitle the student any marks, attendance, supplementary and fail thereof in all other theory and practical papers as per Examination Rules of the C.C.S. University, Meerut.

- **PLAGIARISM:** There should not be copying of the file, if found, both the files shall be rejected and marked 'ZERO'. The college shall not be responsible for the wrong doing of the student.
- **UNIFORM:** Advocate Uniform is mandatory to appear for the 'Practical Paper' Viva-Voce exercise.
- **ADMIT CARD:** It is mandatory on every examinee to carry with their BA.LL.B Sem. VIII University Examination Admit Card as stamped by the college before the Examinations in Original for the Viva-Voce Examination.
- Students have to write minimum **100 pages (One Hundred pages)** in his or her own hand writing. It shall be **spiral bound**. Every component should start with new Page and every page should have a page number.
- **CAUTION:** Photostat practical files shall be rejected, and can never be allowed in any case to be eligible for evaluation. No money should be offered or paid to anyone for the practical examination, if any student, staff or faculty, University Examiner found in the same, criminal case will be lodged against both the parties.

TOPICS FOR PROJECT

NOTE: Attempting all Topics is mandatory.

PROJECT NO:: 1

On 01.03.2024, Rohan Mehta, an entrepreneur based in Ahmedabad, advanced a sum of ₹15,00,000/- to his college friend, Sameer Khan, for the

purpose of starting an online platform called PetFlix — an App supposedly dedicated to streaming live shows of trained parrots, dogs and cats.

Sameer executed a handwritten Loan Agreement dated 01.03.2024 at Ahmedabad, promising that he would either return to Rohan the full amount within one year with interest @ 12% per annum, or share 25% of the profits from the platform with Rohan, whichever was higher.

However, after one year, the App was never launched and Sameer claimed that most of the money had been spent on *"training a golden retriever to bark in eight languages."* He further alleged that the money was a "voluntary contribution for animal welfare" and not a recoverable loan. To support his claim, he produced an email allegedly sent by Rohan stating, *"Happy to donate for the welfare of our furry friends."* Rohan insisted that the email is fabricated.

To complicate matters further, Sameer admittedly transferred ₹5,00,000/- out of ₹15,00,000/- to his cousin, Farhan Khan, in Lucknow, who now claims he received it as repayment of a separate family debt. Sameer has since shifted his residence permanently to Hyderabad.

Rohan served a Legal Notice dated 01.05.2025 to Sameer demanding refund of ₹15,00,000/- along with due interest or profits, but Sameer replied that *"the dogs are still rehearsing, and the profits will come once they perfect the opera."*

Draft an appropriate Civil Suit for Rohan Mehta to be filed before the competent Court of Law.

PROJECT NO:: 2

Draft a Written Statement to the Plaint drafted by you in Project No. 1.

PROJECT NO:: 3

Asha Sharma and Rajiv Sharma were married in 2011 and have two minor children namely, Rohan and Anika. Due to repeated incidents of cruelty and neglect, Asha left the matrimonial home in January 2023 and began residing with her parents in Noida. She filed a petition for maintenance under Section 125 of the CrPC before the Family Court, Noida.

After hearing both parties, the Family Court passed an Order dated 15.03.2024, directing Rajiv to pay ₹12,000/- per month to Asha, and ₹6,000/- per month each to Rohan and Anika from the date of the petition i.e. 01.02.2023.

Rajiv is employed as an Assistant Manager in a private company in Delhi and draws a monthly salary of approximately ₹70,000/- Despite having sufficient income, he has paid only three instalments of maintenance (April, May, and June 2024) and has defaulted on all other payments. As of 01.01.2025, the total arrears of maintenance amount to ₹3,06,000/-.

Asha issued a legal notice to Rajiv on 10.02.2025, asking for payment of arrears, but Rajiv ignored the notice. The Order of the Family Court has neither been stayed nor challenged in any appellate forum.

Asha now wishes to execute the maintenance order and recover the arrears of maintenance, along with continuing monthly maintenance.

Draft an Execution Petition on behalf of the Decree Holder, Asha Sharma, seeking enforcement of the maintenance Order dated 15.03.2024 passed by the Family Court, Noida and recovery of arrears of maintenance from the Judgment-Debtor, Rajiv Sharma.

PROJECT NO:: 4

Mr. Amit Khanna, aged 45, is a small business owner running an electronics shop in Lucknow. In January 2022, he entered into an agreement with M/s Bright Star Distributors, a wholesale supplier of electronic goods owned by Mr. Rohit Sinha, to purchase LED televisions and home theatre systems for his electronics store.

Between 15.02.2022 and 30.06.2022, M/s Bright Star Distributors supplied electronics worth ₹12,50,000/- to Amit on a credit basis. According to the supplier, Amit made partial payments amounting to ₹4,00,000/- and defaulted on the remaining balance of ₹8,50,000/- despite several reminders.

Amit, however, claimed that goods worth approximately ₹3,00,000/- were defective, and he had returned them to M/s Bright Star Distributors in July 2022. He further alleged that the supplier failed to adjust the value of the returned goods and wrongly insisted on the full payment.

In October 2022, M/s Bright Star Distributors filed Civil Suit No. 118/2022, before the Court of the Senior Civil Judge, Lucknow, seeking recovery of outstanding amount of ₹8,50,000/- with Interest @ 12% p.a. from 01.07.2022 till realization and costs of the Suit.

During the trial, the supplier M/s Bright Star Distributors produced invoices, delivery challans, and ledger statements. Amit failed to produce documentary proof of having returned the defective goods; he only relied on oral testimony and claimed that the supplier M/s Bright Star Distributors refused to provide any acknowledgment of the return of goods.

After hearing both parties, the Senior Civil Judge, Lucknow, passed a Judgment and Decree dated 18.11.2024, holding that Amit failed to prove the alleged return of goods. The Court decreed the Suit for ₹8,50,000/- as principal amount with Interest @ 9% p.a. from the date of filing of the Suit till realization with costs of the Suit amounting to ₹50,000/-

Amit strongly disagrees with the Judgment, contending that the Trial Court ignored material evidence, failed to appreciate inconsistencies in the Supplier's documents, and erred in granting interest and costs to the Supplier. He intends to challenge the Judgment and Decree dated 18.11.2024 before the District Judge, Lucknow.

Draft a Civil Appeal on behalf of Mr. Amit Khanna before the District Judge, Lucknow, challenging the Judgment and Decree dated 18.11.2024 passed by the Senior Civil Judge in Civil Suit No. 118/2022.

PROJECT NO:: 5

On 16.08.2025, Ms. Priya Kumar, a 20-year-old Law student at the Rainbow University, went missing from her hostel. Her roommate stated that Priya had left the hostel at 07:30 p.m. saying that she was going to meet her friend, Arjun, at Cloud Place. She never returned.

On 17.08.2025, Priya's father, Mr. Ramesh Kumar, lodged a missing person's complaint at Police Station Cloud Place, but the police took no effective steps to find Priya.

Priya had been actively participating in the University debates criticizing the State Government's policies. Shortly before her disappearance, on

12.08.2025, she had tweeted on *X*: *"If I go missing, know that it's not voluntary."*

CCTV footage later surfaced showing Priya being taken into a white SUV with a blurred number plate near the Square Gate accompanied by two men in plain clothes.

The police initially claimed that Priya had "eloped with her boyfriend." However, Arjun gave an affidavit stating that he never met Priya that evening.

An anonymous email sent to Priya's college Principal claimed that she was being kept in an undisclosed facility by the State security agencies for "questioning."

After repeated demands, the police told Priya's father that they had no knowledge of her whereabouts and the State Home Department officially denied any custody. Meanwhile, the local newspapers reported sightings of a woman resembling Priya at a Government Guest House in Marshmallowpur.

Mr. Ramesh Kumar believes that his daughter is in illegal custody of the State authorities and that her liberty is being unlawfully curtailed. He decides to approach the Hon'ble High Court of Dreamland Pradesh under Article 226 of the Constitution of India. Draft an appropriate Writ on behalf of Mr. Ramesh Kumar.

PROJECT NO:: 6

Rohit Singh, 28, is a resident of Ghaziabad and works as a delivery supervisor in a logistics company. On 12.05.2024, the local police received information that a man had been found dead in a vacant plot near Shanti Vihar Colony. The deceased was later identified as Manish Singh, aged 30, a former colleague of Rohit.

During investigation, the police detained Rohit on suspicion of involvement. The prosecution case alleges that Rohit and Manish had strained relations after an argument regarding misappropriation of company funds during their previous employment. According to the FIR lodged by Manish's brother, several witnesses allegedly saw Rohit and Manish arguing near a tea stall on the night of the incident.

The police claim that the CCTV footage shows Rohit and Manish walking into a nearby lane around 09:30 p.m. and that Rohit was later seen leaving the area alone. The post-mortem report states that Manish died due to head injuries caused by a blunt object around 10:00 pm – 10:30 p.m.

Rohit was arrested on 14.05.2024 and has been in judicial custody since then. The police further allege that Rohit attempted to destroy evidence by throwing Manish's mobile phone into a drain after the incident. The phone was recovered on 16.05.2024 based on Rohit's disclosure statement.

Rohit maintains that he is innocent and that he left Manish at around 09:45 p.m. after the argument and went home directly. He argues that there is no direct evidence, no eyewitness to the assault, and the alleged CCTV footage is inconclusive. He has no criminal history, is a permanent resident of Ghaziabad, and his family depends on his income.

The police have filed the charge sheet on 29.06.2024, and the trial is likely to take time.

Rohit now wishes to file a Bail Application before the Sessions Court, Ghaziabad, seeking regular bail in the case registered as FIR No. 215/2024, under Sections 302 and 201 of the Indian Penal Code.

Draft a Bail Application on behalf of Rohit Verma before the Sessions Court, Ghaziabad, seeking regular bail in FIR No. 215/2024 under Sections 302 and 201 IPC.

PROJECT NO:: 7

Rahul Mehra, aged 32, is a shopkeeper residing in Meerut, Uttar Pradesh. On 05.01.2023, an FIR was lodged at Civil Lines Police Station, being FIR No. 14/2023 by one Karan Chauhan, alleging that Rahul had assaulted him with a wooden stick during a dispute over parking space outside their locality.

According to the prosecution, Karan sustained multiple injuries on his head and arms. He was taken to the District Hospital, where he remained admitted for two days. The medical report indicated simple injuries, except one lacerated head wound which was classified as "grievous" due to temporary loss of consciousness.

The police investigated the case and filed a charge sheet for the offences under Sections 324, 325, and 506 of the IPC.

During trial before the Court of the Chief Judicial Magistrate (CJM), Meerut, the prosecution examined six witnesses, including the complainant, two neighbours, the doctor, and the investigating officer. The complainant identified Rahul as the assailant, stating that Rahul attacked him suddenly and without any provocation. The defence argued that the injuries were the result of a scuffle initiated by Karan, and that Rahul acted in self-defence. The defence also pointed out that the two "independent witnesses" were close friends of the complainant and had given contradictory statements regarding the time of the incident.

Despite this, by Judgment dated 20.11.2024, the Chief Judicial Magistrate (CJM), Meerut, convicted Rahul under Sections 325 and 506 of the IPC, and by Order on Sentence dated 25.11.2024, the Chief Judicial Magistrate (CJM), Meerut, sentenced him to 2 years' rigorous imprisonment under Section 325 of the IPC and 6 months' simple imprisonment under Section 506 of the IPC, with both the sentences to run concurrently, along with a fine of ₹10,000/-

Rahul has been taken into judicial custody after conviction. He maintains that the conviction is unsustainable *inter alia* due to contradictions in prosecution evidence, absence of reliable independent witnesses, no proof of intention to cause grievous hurt, and failure of the Trial Court to consider the defence of self-defence.

Rahul now wishes to file a Criminal Appeal before the Sessions Court, Meerut, challenging his conviction and sentence.

Draft a Criminal Appeal on behalf of Rahul Mehra before the Sessions Court, Meerut, challenging the Judgment dated 20.11.2024 and the Order on Sentence dated 25.11.2024 passed by the Chief Judicial Magistrate (CJM) in FIR No. 14/2023.

PROJECT NO:: 8

Mr. Aditya Verma, aged 34, is a software engineer residing in Kanpur, Uttar Pradesh. He entered into an Agreement on 15.03.2024 with Mr. Rohit Tandon, a property broker, for assistance in purchasing a residential plot.

Aditya paid an advance of ₹3,00,000/- to Rohit as a token amount for a plot in Shyam Nagar.

Later, Aditya discovered that the Plot shown to him was already under dispute between two brothers, and Rohit allegedly had no authority from the actual owner to sell it. Aditya demanded a refund of the token amount. Rohit initially promised repayment but kept delaying.

On 10.07.2024, Aditya sent a Legal Notice to Rohit seeking refund of the amount of ₹3,00,000/- Rohit did not respond to the Legal Notice.

Instead, on 25.07.2024, Rohit lodged FIR No. 221/2024 at Swaroop Nagar Police Station, against Aditya alleging offences under Sections 417, 420, 506 of the IPC.

The FIR alleged that Aditya threatened Rohit, refused to pay brokerage, and attempted to "forcibly take possession" of the Plot. Aditya maintains that these allegations are false and retaliatory, filed only after he demanded refund of ₹3,00,000/- from Rohit.

During investigation, it was found that there was no witness supporting Rohit's claim of threats. The CCTV footage from a nearby shop on the date of the alleged "threat incident" shows Aditya wasn't present in the area. The Plot dispute is purely civil, with documents indicating unclear title. The police issued repeated notices to Aditya, but he fully cooperated every time. Rohit has a history of two similar complaints being quashed earlier by the High Court.

Aditya contends that the dispute is contractual/civil in nature, no ingredients of cheating and other offences are made out, and the FIR is an abuse of process of law and a tool of harassment.

Aditya now wishes to file a Criminal Miscellaneous Petition under Section 528 of the BNSS, 2023 before the High Court of Judicature at Dreamland Pradesh, seeking quashing of FIR No. 221/2024.

Draft a Criminal Miscellaneous Petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 on behalf of Mr. Aditya Verma before the High Court of Judicature at Dreamland Pradesh, seeking quashing of FIR No. 221/2024 registered under Sections 417, 420, and 506 of the IPC.

PROJECT NO:: 9

Mr. Raghav Malhotra, aged 68, is a retired Government Engineer residing at D-007, Green Park, New Delhi. He is in reasonably good health, but wishes to formally record the distribution of his assets to avoid future disputes among his family members.

He is married to Ms. Sunita Malhotra, aged 66, who is a homemaker. They have three children:

1. Arun Malhotra (40 years), married, living separately in Gurgaon with his wife.
2. Meera Kapoor (38 years), married, living in Noida with her family.
3. Karan Malhotra (30 years), unmarried, living with the parents.

Mr. Raghav Malhotra owns the following assets:

1. Self-acquired residential house at Green Park, New Delhi (where he resides).
2. One Flat in Indirapuram, Ghaziabad, purchased in his name.
3. Fixed Deposits totalling ₹22,00,000/- with State Bank of India.
4. A Car (Honda City, 2019 model) registered in his name.
5. Personal jewellery and household articles.
6. Provident Fund and Pension benefits (nomination made in favour of his wife).

Family dynamics:

- He wants his wife to have the right to reside in the Green Park House for her lifetime, after which the property should go to Karan.
- He wants the Indirapuram Flat to go to Meera.
- He wishes to give ₹5,00,000/- from his FDs to Arun, and the remaining FD amount to be divided equally between Meera and Karan.

- His Car should go to Karan.
- His Jewellery and personal articles should be inherited by his wife.
- He wishes to appoint his wife as the sole executor of the Will.
- In case she is unable to act, Karan should serve as the executor.

Mr. Raghav Malhotra is mentally sound and signing the Will of his own free will. He intends to execute the Will in the presence of two witnesses, who are his close friends and not beneficiaries.

Draft a Will for Mr. Raghav Malhotra incorporating the above facts.

PROJECT NO:: 10

M/s Ireo Grace Pvt. Ltd. wants to let out one of its commercial properties, ad-measuring 5000 square feet, situated at Gold Souk Mall, Gurugram, on 'as-is-where-is' basis for a period of five years for a monthly rent of Rs. 10,00,000/- per month to Kitty Su Club. Kitty Su Club will need to deposit an interest free security of Rs. 60,00,000/- with M/s Ireo Grace Pvt. Ltd. which shall be refundable on termination of the Agreement subject to any deductions. The Agreement may be renewed for a period of further five years at the discretion of M/s Ireo Grace Pvt. Ltd. The property will be used for operating a Club on all days. The monthly rent will be increased @ 10% per annum after the first year of Agreement. M/s Ireo Grace Pvt. Ltd. has permitted a moratorium of 90 days from the date of possession of the property by the Kitty Su Club during which the Kitty Su Club shall be liable to pay only 50% of the monthly rent to M/s Ireo Grace Pvt. Ltd. The charges for electricity, water, telephone, internet, municipal and other taxes, etc. shall be solely borne by Kitty Su Club. No structural changes shall be made in the property by Kitty Su Club. Kitty Su Club shall be responsible for obtaining necessary licences from the concerned authorities to operate the Club. Kitty Su Club shall install the fire extinguishers and other fire safety equipment in the property at its own cost. Kitty Su Club shall keep the property in a clean and orderly manner. The Agreement shall be terminated without notice if the Kitty Su Club commits any breach of the terms of the Agreement. The Agreement may also be terminated by either parties before the expiry of five years term by giving the other party an advance notice of six months. After the termination of the Agreement Kitty Su Club shall

remove its equipment from the property and shall have no right to enter the property after termination of the Agreement. Kitty Su Club shall indemnify M/s Ireo Grace Pvt. Ltd. from any claims arising due to the business of Kitty Su Club. The Haryana Courts shall have the exclusive jurisdiction to try, entertain and decide any disputes arising from the Agreement. The Agreement shall not be assignable, transferable or inheritable. Draft a Lease Agreement between M/s Ireo Grace Pvt. Ltd. and Kitty Su Club.

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