

Instructions:

Please read the instructions carefully which are as follows:

1. The candidates are required to answer Questions No 1 to 4 provided in the document, below.
2. The candidates should read each question carefully and answer to the extent of question of law required.
3. Failure to attempt all of the four question(s) listed below will result in instant disqualification from the process.
4. For applicants applying through courier, please answer each question on a separate page and attach type or attach the question paper atop the answer page or booklet.
5. For applicants applying through courier, you are required attach the questions at the end of the application and mention the word count for each question.
6. For applicants applying through courier, exceeding the word limit for any of the questions listed will lead to negative marking.
7. For applicants applying through courier, you are required to attach only the photocopies of your original documents. Please DO NOT attach original documents. The Supreme Court will not be responsible for any loss accrued in the process.
8. Further instructions are available on Page 09 of the Application and the advertisement.

Personal Statement Instruction(s):

The candidates are required to write a personal statement not exceeding 750 words. The personal statement should be a narrative statement describing how you have achieved your current goals. It should not be a mere listing of facts. It should include information about your education, practical experience, special interests, and career plans. Describe any significant factors that have influenced your educational or professional development.

Q.1: Ahmed enters into a franchise agreement with Burgers' Co. It is agreed upon and between the parties that Ahmed would pay Burgers' Co a monthly royalty of Rs. 300,000. In exchange, Ahmed would get to use the franchise name of Burgers' Co. In default of honoring the agreement, the matter would be referred to arbitration. It transpires that Ahmed fails to pay the required amount. The matter was referred to arbitration and an arbitral award was awarded against Ahmed in favour of Burgers' Co and the agreement is terminated through the award. Ahmed continues to use the brand name of Burgers' Co, despite cease-and-desist notices from Burgers' Co and refuses to acknowledge the termination of the agreement.

Burgers' Co files a suit in the Intellectual Property Tribunal against Ahmed. Contrarily, Ahmed files a Civil Suit against Burgers' Co for damages and an injunction.

You act on behalf of Burgers' Co. Please advise on the appropriate course of action.

Q2: Zahid intends to buy property from Shabbir measuring 20 Kanals. An agreement dated 20.07.2017 is executed in this respect in which the consideration price is written as Rs. 20,000,000/-. The date of payment stipulated in the agreement is 20.09.2017.

Zahid pays Shabbir Rs. 10,000,000 on 19.08.2017. Zahid is under the impression that Shabbir will transfer the property in his name after he pays the remaining Rs. 10,000,000.

Instead of mutating the property in the name of Zahid, Shabbir mutates it in the name of Shams. Zahid asks Shabbir to transfer the property in his name. Shabbir replies by saying that the amount Zahid had paid Shabbir was not the payment of the property and Zahid did not specify it as such. Shabbir assumed that the payment made by Zahid was a loan that Zahid had obtained from Shabbir earlier to start his business, which he was bound to return since Shabbir had repeatedly been asking for the same.

Shabbir states that since Zahid did not pay the consideration amount to him before the payment date, the agreement stood rescinded and he sold the property to Shams.

Zahid has approached you for advice. What legal action should he take against Shabbir and what necessary steps should he take?

Q3(a) Savvy Enterprises is a business that manufactures and sells indoor office furniture. Its head office is in London, United Kingdom. Savvy Enterprises is looking to start its business of selling and manufacturing indoor office furniture in Pakistan as a Company limited by shares. You have been engaged by Savvy Enterprises to make necessary legal arrangements in Pakistan so that Savvy Enterprises can begin its business. Advise Savvy Enterprises about its legal formalities which must be complied with to successfully start its business in Pakistan.

(b) Savvy Enterprises is looking to buy a factory in Rawalpindi, Pakistan. They have contacted you regarding a low-cost factory that is currently being auctioned by the Government of Pakistan for Rs. 5,000,000. Savvy Enterprises has engaged your firm to perform due diligence on their behalf. Briefly outline the advice you would give to Savvy Enterprises in this regard.

(c) Savvy Enterprises is in contact with Super Indoor Pvt Ltd that has its head office in Karachi, Pakistan. Super Indoor Pvt Ltd is a Company that distributes and manufactures indoor home furniture. Savvy Enterprises is looking to expand its business and has asked you to draft a contract to this effect with Super Indoor Pvt Ltd. You have drafted the contract; however, Savvy Enterprises has told you that all disputes arising out of the prospective agreement between Super Indoor Pvt Ltd and Savvy Enterprises will be resolved through arbitration. Advise Savvy Enterprises on the question whether the Seat of Arbitration should be in London or Karachi.

Q4(a) Electro World is a limited liability company based in Pakistan. It is involved in the sale and manufacture of electronic vehicles. The Company is looking to expand its business by investing in the public transportation sector of Pakistan. It is the Company's idea that it will provide public transportation by using electronic vehicles in Pakistan. Electro World's CEO has contacted you seeking legal advice on the legal requirements which must be fulfilled prior to launching its business venture in Pakistan.

Advise Electro World on this question and explain the legal framework in this regard.

(b) Assuming that Electro World has fulfilled all legal requirements, it now seeks to purchase electronic vehicles in Pakistan. Electro World enters into a contract with Optimus Prime Motors, a company based in Pakistan engaged in the business of manufacture and sale of electronic vehicles. Electro World approached Optimus Prime Motors for the purchase of 120 electronic vehicles.

In this regard, Electro World pays Optimus Prime Motors Rs. 10,000,000 out of 20,000,000 as half payment, with the condition that the rest will be paid on delivery. Optimus Prime Motors engages the services of Ocean Shipping Co for delivery of the vehicles.

During the voyage, the ship carrying the vehicle sinks in Pakistani waters. When Electro World knows of this incident, it contacts Optimus Prime Motors alleging that since the goods were not delivered, they should return Rs. 10,000,000 paid earlier by Electro World.

Optimus Prime Motors states that since the documents of the goods had been delivered to Electro World, ownership had passed to them and therefore, Electro World is liable to pay the outstanding Rs. 10,000,000 to Optimus Prime Motors.

You act on behalf of Optimus Prime Motors. Advise them on the legal position on the matter and their possible legal remedies under Pakistani law.