

DRAFTING, PLEADINGS & APPEARANCES

CS Vikas Vohra *Corporate BaBa*



HIGHLIGHTS

- As per new ICSI modules
- Colored book for better learning
- Important concepts highlighted for quick revision

PART - 1



CS VIKAS VOHRA (FOUNDER)

CSEET	EXECUTIVE	PROFESSIONAL
Legal Aptitude	Company Law & Practice	Drafting, Pleadings & Appearances
	Capital Market & Securities Laws	



CA CS HARISHA MATHARIYA (FOUNDER)

CSEET	EXECUTIVE	PROFESSIONAL
Business Environment	Corporate Accounting & Financial Management	



ADV CHIRAG CHOTRANI

CSEET	EXECUTIVE	PROFESSIONAL
Legal Aptitude	Setting Up of Business, Industrial & Labour Laws	Environmental, Social & Governance - Principles and Practice
	Jurisprudence, Interpretation & General Laws	Corporate Funding & Listings in Stock Exchanges
	Economic, Commercial & Intellectual Property Laws	



CMA VIPUL SHAH

CSEET	EXECUTIVE	PROFESSIONAL
	Tax Laws & Practice	



CS VAIBHAV CHITLANGIA

CSEET	LAW ENTRANCE	PROFESSIONAL
Logical Reasoning	Logical Reasoning	Strategic Management & Corporate Finance
Quantitative Aptitude	Maths	Corporate Restructuring, Valuation & Insolvency
		Insolvency & Bankruptcy- Law & Practice



CS MUSKAN GUPTA

CSEET	LAW ENTRANCE	PROFESSIONAL
Business Communication	English Language	Compliance Management, Audit & Due Diligence
	Legal Aptitude	CSR & Social Governance
		Intellectual Property Rights- Law & Practice



ADV. AMRUTA CHHAJED

LAW COURSE DIRECTOR



ADV. VISHISHTA NAYAK

CSEET	LAW ENTRANCE
Current Affairs	Current Affairs
Economics	General Knowledge

Whether you like it or not, the inherent question in everyone is - Whats in it for me? It will be your folly to ignore this aspect of life. Some are motivated by money, some by a sense of purpose, some by a learning environment, some need cool environments and some need challenging environments. Nothing works for all. Something works for all. Everybody has a dominant need, which keeps changing as they keep growing. Every heart has a yearning. In that sense, we are all the same and we are all different.

The key is to take others perspective into consideration. Unless you see the world the way other sees it, you cannot empower the world to see it the way you see it. Leadership is to step into others shoes and then empowering them to walk in the direction that's right for them and that's good for all. There is no one way for all the people. Leadership has to be customized.

People relate to you not for what you are with them but for what they can be when they are with you. Deep relationships are not built by making you understand me but in giving you the confidence that I have understood you. Even with children, they find you interesting only if you talk to them about what they are interested in. once they develop that interest in your company, then you can empower them.

The secret is - **TO SEE THROUGH OTHERS EYES!!!!**

MY LOVE AND RESPECT TO.....

To **Rajlaxmi** - My Soul. You are around.

To my **Mummy** - You are my source of inspiration, your sacrifices showed me the right path every time I went wrong

To my **Papa** - You taught me the ability to bounce back and stand still, come what may

To every **Student** - Glad to have found so many teachers in you, my source of happiness, my strength

To my **Competitors** - You added meaning and worth to my name - Vikas. Thank you for being so strong and amazing. You bring out the best in me

To **my Team** - I can fight the world, when someone goes on to argue that you guys aint the best. Because you certainly are.

To **YES Academy** and to every person around, my well wishers, my critics for helping me rise in every walk. Its your blessings, which lets me survive and go far.

VIKAS VOHRA (Corporate Baba)

SANDESH....

Dear Reader,

At the outset, let me first take this opportunity to thank you for spending some of your valuable time with my words. I feel pleased to present to you, notes on updated notes for **Drafting, Pleadings & Appearances for CS Professional (NEW Syllabus)**.

While writing this book, I have taken every possible effort to cover each and every legal point as may be applicable to you and in the most lucid language, so this sums up the entire syllabus. Howsoever, there is always a scope for improvement. I shall highly appreciate any changes, corrections, errors, interpretations suggested by you so that the same can be incorporated in the subsequent editions. You may write to me at vikasvohralectures@gmail.com or get in touch directly on my cell at +91 8888 078 078.

Many a times, while speaking with students, I come across this question about the opportunities for a Company Secretary and their scope in the times to come. I shall be wrong; if I simply quote that life would be simple post completion of the Course. Perhaps, the times ahead poses a lot of challenges and like I always say the only thing, which shall survive in the long run, shall be the Power of Knowledge and the ability to express the same and apply. Readers, empower yourself so robustly that as and when a challenge arises, it turns its way and says: let's catch hold of a weaker one.



It's said, "Fortune favors the brave". You give your best shot and leave the rest upon god to decide. Realize your strengths, work on your weaknesses, grab the best possible opportunity and overcome your threats. Different people define success differently as it means different to different. Realize your "Being Successful" factors and start chasing them every morning as you get up.

"Do everything no matter how unglamorous, to the best of your ability"

Because in the end, what shall matter would be quality of life you spent and the smiles you lent to the people around you !!!!

With this, I wish you all a happy reading and I hope that you fall in love with this subject. I wish you all good luck and that you achieve what all you work for. Keep working, keep reading, keep spreading love, happiness and smile. You shall be a part of my prayers. I promise to serve you with the best. Someday, we shall once again meet AT THE TOP....

Try to

Reinvent

Yourself

VIKAS VOHRA (Corporate Baba)

+91 8888 078 078

INDEX

PART I - DRAFTING & CONVEYANCING

(70 marks)

CHAPTER NO.	CHAPTER NAME	PAGE NO.
1	TYPES OF DOCUMENTS	1.1 - 1.39
2	GENERAL PRINCIPLES OF DRAFTING	2.1 - 2.15
3	LAWS RELATING TO DRAFTING & CONVEYANCING	3.1 - 3.43
4	DRAFTING OF AGREEMENTS, DEEDS AND DOCUMENTS	4.1 - 4.65
5	DRAFTING OF COMMERCIAL CONTRACTS	5.1 - 5.72
6	DOCUMENTS UNDER COMPANIES ACT	6.1 - 6.76
7	ART OF OPINION WRITING	7.1 - 7.27
8	COMMERCIAL CONTRACT MANAGEMENT	8.1 - 8.27



CHAPTER 1 - TYPES OF DOCUMENTS

DEEDS

A deed may be defined as a **formal writing of a non-testamentary character** which purports or operates to create, declare, confirm, assign, limit or extinguish some right, title, or interest.

Definition on 'Deeds' by Norten:

A deed is a writing -

- (a) on paper, vellum or parchment,
- (b) sealed, and
- (c) delivered, whereby an interest, right or property passes, or an obligation binding on some persons is created or which is in affirmance of some act whereby an interest, right or property has been passed.

A deed is a present grant rather than a mere promise to be performed in the future. Deeds are in writing, signed, sealed and delivered. All Deeds are instruments, but all instruments are not deeds.

AGREEMENTS

An agreement which is enforceable at law is called a contract. **Generally, when a contract is reduced to writing, the document itself is called an agreement. Accordingly, there cannot be an agreement unless there are two or more parties that agree to perform certain acts or refrain from doing something.**

While preparing agreements, it is necessary and important that the intention of the parties should be set forth explicitly so as not to leave any room for doubt or future controversy. The language should be simple and the words used should be definite and precise; the use of loose expressions such as "proper", "reasonable", should, as far as possible, be avoided.



TYPES OF AGREEMENTS

1. **Sale/Purchase Agreements:** Sale and Purchase agreements are entered into by the parties for the purpose of transfer to property. These agreements ensure that the property legally transferred and conveyed to the other party without dispute.
2. **Commercial Agency Agreements:** Sometimes businesses are conducted by traders not directly with their counterparts but through the agency of independent agents appointed for the purpose. Such agents would locate customers for the principal's goods and in certain conditions, would have an implied authority to deal with the goods of the principal, allow credit terms to customers and receive payment from the customers on behalf of the principal. Commercial Agency Contracts are entered into by organisations for running businesses through this mode of business operation.
3. **Collaboration Agreements:** When two parties join hands for exchange of technical know-how, technical designs and drawings; training of technical personnel of one of the parties in the manufacturing and/or research and development divisions of the other party; continuous provision of technical, administrative and/or managerial services, they are said to be collaborating in a desired venture. Commercial Agency Contracts are used in such scenarios.
4. **Arbitration Agreements:** The 'arbitration agreement' means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of defined relationship whether contractual or not. It may be in the form of an arbitration clause in a contract or in the form of a separate agreement.
5. **Hypothecation Agreement:** Hypothecation agreement is a document by which legal property in goods passes to the person who lends money on them, but the possession does not pass.
6. **Outsourcing Agreements:** Outsourcing is the contracting out of a company's non-core, non-revenue producing activities to specialists. It differs from contracting in that outsourcing is a



strategic management tool that involves the restructuring of an organization around what it does best - its core competencies.

7. **Agreement for Assignment:** An assignment is a form of transfer of property and it is commonly used to refer the transfer of an actionable claim or a debt or any beneficial interest in movable property. An important aspect of intellectual property laws deals with assignment agreements. For eg. Assignment of Patents, Assignment of Trade Marks, Assignment of Copyrights, Assignment of Business and Goodwill etc.
8. **Shareholders' Agreements:** In India, shareholder's agreement have gained popularity and currency only lately with bloom in newer forms of businesses. There are numerous situations where such agreements are entered into - family companies, JV companies, venture capital investments, private equity investments, strategic alliances, and so on. Shareholders' agreement is a contractual arrangement between the shareholders of a company describing how the company should be operated and the defining inter-se shareholders' rights and obligations.
9. **Employment Agreements:** They are entered into between parties for the purpose securing the availability of manpower for an organisation.

CONTRACTS

As per Section 2(e) of the Indian Contract Act, 1872 "every promise and every set of promises, forming the consideration for each other, is an agreement. It is apparent from the definition that an agreement is based on a promise.

According to Section 2(b) of the Indian Contract Act, 1872, "when the person to whom the proposal is made signifies his assent thereto, the proposal is said to be accepted. A proposal, when accepted, becomes a promise. An agreement, therefore, comes into existence when one party makes a proposal or offer to the other party and that other party signifies his assent thereto.



Therefore, every contract is an agreement but not vice versa.

Example

The following are agreements but not contracts:

1. Agreements relating to social matters such as to go together to the cinema, or for a walk.
2. Domestic arrangements between husband and wife.

DIFFERENCE BETWEEN DEEDS, AGREEMENTS AND CONTRACTS

	Deeds	Agreements	Contracts
Meaning	Deed is the term normally used to describe all the instruments by which two or more persons agree to effect any right or liability	Every promise and every set of promises, forming the consideration for each other, is an agreement	An agreement enforceable by law is a contract
Mode	Preferable in writing	It may be oral or in writing	Preferable in writing
Purpose	Effecting a Right or Liability	Agreement on certain Act or Omission	Enforceability of agreements according to Law
Creation of records	Yes	Not necessary	Yes
Relation	Deed may be agreements and contracts	Agreements are not necessarily Deeds or Contracts	It succeeds Agreement
Example	Sale Deed, Lease Deed etc	Non-Disclosure Agreements, Joint Venture Agreements	Agreements reduced into writing and enforceable under any law

CIRCULARS

1. According to Cambridge dictionary, a **circular is a letter or notice sent to a large number of people.**
2. The purpose of circulars is to **disseminate the information to large number of individuals.** Generally, circulars are in written form so as to create a permanent record of the information and the same may be accessed to by the individuals in present as well as in future.
3. A circular may be issued and circulated in various modes but in present era, **the prevalent mode in which circulars are issued are in electronic form such as by placing them at the website, sending them by emails etc.**
4. However, **conventional method are still in operation such as circulating the written, typed or printed copies of circulars to individuals.**
5. Circulars are issued by varied range of individuals and authorities. For example, A company may issue a circular to its employees for dissemination of a policy approved by the Board of Directors to be complied by the employees. Directors may issue a circular to the shareholders. Central Government may issue a circular for giving clarification on any point of Law or providing any other necessary information to public at large.

IMPORTANT POINTS FOR DRAFTING A CIRCULAR

1. **Issuing Authority:** It is important to **mention the name of the issuing authority** on the circular for communicating the position and authority of the addressor.
2. **Details of Addressee:** It is essential to **mention the details of addressees by name, designation etc. in circulars.** The addressees are required to comply with the information specified a circular. Therefore, mentioning the details of addressees make the circulars effective.
3. **Subject:** The **mention of subject** in a circular ensures that the circular receives the required attention. This will make circular more effective and chances of avoidance gets reduced.



4. **Reference to Preceding information:** It is mandatory to *mention the reference to the information already provided before the present circulars*. It ensures the completeness of information and the addressee may understand the complete matter contained therein.
5. **Main Information:** The main purpose of the circular is to *disseminate the information to selected group of individuals*. The information should be complete and in understandable language leaving no chance of ambiguity.
6. **Source of Authority:** It is always preferable to *mention the source of authority under which the signatory has issued the circular*. This gives emphasis on observance of the circular and increases the chances of amenableness.
7. **Signature:** The signature on the circular *makes it more reliable*.

ADVANTAGES OF CIRCULAR

1. **Ease of dissemination of information:** Circulars play significant part in the development and easy working of the businesses of organisations. Through circulars the *information is circulated with ease*.
2. **Economical:** Circulars are economical way of dissemination of information effectively. Through circulars, *large number of individuals may be reached*.
3. **Expeditious:** Through circulars, important information can be disseminated to a large number of people expeditiously. Hence, it *saves time and efforts* of the authority.
4. **Less Efforts:** Issuing circular for dissemination of information requires less efforts and can *produce upright results*.
5. **Develop Consciousness:** Systematic and regular use of circulars for dissemination of information *develop consciousness in the addressees and improves effectiveness*.

**SPECIMEN CIRCULAR**

General Circular No.

File No. Policy -

Government of India

(Name of the Ministry)

(Address)

Date

To,

The DGCoA,

All Regional Director,

All Regional of Companies, All Stakeholders.

Subject: Clarification of holding of Annual General Meeting (AGM) Through Video Conference (VC) Or Audio Visual Means (OAVM)-reg.

Sir/Madam,

1. In continuation to this Ministry's General Circular NO. 20/2020 dated 05.05.2020 and General Circular No. 02/2022 dated 05.05.2022 and after due examination, it has been decided to allow the companies whose AGMs are due in the year 2023, to conduct their AGMs on or before 30th September, 2023 in accordance with the requirements laid down in para 3 and para 4 of the General Circular No. 20/2020 dated 05.05.2020.
2. It is clarified that this General Circular shall not be construed as conferring any extension of time for holding of AGMs by the companies under the Companies Act, 2013 (the Act) and the companies which have not adhered to the relevant timelines shall be liable to legal action under the appropriate provisions of the Act.
3. This issues with the approval of the Competent Authority.

Yours faithfully,



PUBLIC NOTICES

1. Public notices are issued to convey information to large number of receivers that may be called public.
2. These are announcements made on a happening of a certain event of public interest.
3. These may be issued by a Government Agency or by an individual including organisations.
4. These may be issued for varied reasons such as providing information relating to change in a law, Struck off the name of companies by Registrar of Companies, Status of Complaints by an authority, Call for Information regarding submission of information pertaining to 'Unclaimed Non-convertible Securities', Public Notices by companies etc.
5. They are published through websites, newspapers or any other prevalent way. Public notices has gained admiration in present era due to public has become vigilant and technology is developed.

HOW TO DRAFT A PUBLIC NOTICE?

1. **Name of the Issuer:** A public notice should start from the name of organisation in order to be distinct, highlighted and attract attention.
2. **Details of the Issuer:** A public notice should also contain all the details of the organisation which a reader may require after reading. This will be helpful for the readers who wish to take necessary action or seek further details.
3. **Title Heading:** The heading of Public notice should be expressed in clear words so as to understand the purpose of issuing the public notice. This enables to attract the attention of the readers who are interested in the matter.
4. **Comprehensive Details:** The information is to be written in comprehensive manner. It is the duty of the draftsmen that it provides all the relevant details considering the available resources such as space for advertisement and cost involved.



5. **Statutory/Regulatory Requirement:** If a Public Notice is published in compliance of a statutory requirement, it is **necessary to give the reference of the particular statutory/Regulatory provision along with the name of statute.**
6. **Date and Place:** It is imperative to **mention the date and place** for issue of Public Notice.
7. **Designation of the issuer:** The designation of the issuer should be mentioned in the public officer. The **mention of the name of the authority** can also be published.

PUBLIC NOTICE OF EXTRACT OF STANDALONE UNAUDITED FINANCIAL RESULTS FOR THE QUARTER AND NINE MONTHS

XYZ Limited

CIN:

Regd. Office:

Cont. No. _____ Email id. _____ Fax. No _____

Website _____

EXTRACT OF STANDALONE UNAUDITED FINANCIAL RESULTS FOR THE QUARTER AND NINE MONTHS ENDED 31ST DECEMBER(YEAR)

S. No.	Particulars	Quarter ENDED			NINE MONTH ENDED		YEAR ENDED
		31/12/21	30/09/21	31/12/20	31/12/21	21/12/20	31/03/21

The above is an extract of the detailed format of quarterly and nine months ended unaudited financial results filed with the stock exchange under Regulation 33 of the SEBI (Listing Obligation and Disclosure Requirements) Regulation, 2015. The full format of the Quarterly



Financial Results are available on the stock exchange websites (www.....com and www.....com) and also hosted on the Company's website at www.....

For and On Behalf of Board of Directors

XYZ Limited

(Name)

(Designation)

Date

Place

SPECIMEN PUBLIC NOTICE

(Name of the Exchange)

(Address of the Exchange)

NOTICE

Notice is hereby given that the following Trading Member of the _____ Stock Exchange has been expelled from the membership of the Exchange under Rules 1 and 2 of Chapter IV of Bye Laws and declared defaulter.

Sr. No.	Member Name	SEBI Registration No.	Date of declaration of Defaulter	Date of Expulsion

The Constituents of the above-mentioned member are hereby advised to lodge claims, if any, in the prescribed claim form, against the above-mentioned within 3 months from the date of this notice.



All claims submitted by investors will be considered for Processing if found due and payable in accordance with Rules, Byelaws, Regulations, guidelines etc of the Exchange, SEBI circulars and Regulations and the maximum compensation limit per investor is Rs 25 lakhs out of the Investor Protection Fund.

The claim can be lodged online on the Exchange portal _____ where the relevant documents can be uploaded. A sample claim form and FAQ is made available on the Exchange website _____ for the convenience of the claimants. The claimants who have already submitted From A need not file a separate Claim against the said member.

Alternatively, the claim form, duly filled and signed, along with the relevant documents may also be sent in Physical form to the Defaulters' Section of the Exchange at _____ (Address). For this purpose, the format of the Claim form may be downloaded from _____ or obtained from the corporate office or the regional / branch offices of the Exchange.

However, the Exchange urges all claimants to make use of the online claim lodgment facility as mentioned above for better tracking of your claims.

In case of any queries you may contact us on _____ or on toll free number _____.

For _____ (Name of Stock Exchange)

Chief Manager

Defaulter's Section

Place: _____

Date: _____



STANDARD BIDS AND TENDERS

1. As per the Cambridge dictionary, *tender is a written or formal offer to supply goods or do a job for an agreed price*. It refers to an invitation to offer (bid) for a purpose.
2. The tendering *process becomes open for all the eligible bidders thereby ensuring the competitive prices*. It also stimulates the availability of the resource required in a timely manner.
3. The process of tendering is formal and legally binds the person entering into the contract after awarding of tender. *The process of inviting tender empowers the Tender issuing authority to finalise the terms and conditions of the tender independently*. However, the conditions of the tender should comply with the statutory, regulatory requirements, should not be unreasonable and arbitrary.

CASE LAWS

In the case of *Tata Cellular v. Union of India*, it was observed that the terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. Normally speaking, the decision to accept the tender or award the contract is reached by process of negotiations through several tiers. More often than not, such decisions are made qualitatively by experts. Further, as laid down in *Tata Cellular and New Horizons* cases, the tender conditions cannot ordinarily be subjected to judicial scrutiny, but if the tender conditions are so arbitrary and no procedure was prescribed for evaluating the standards or the tender conditions do not satisfy Wednesbury principle of unreasonableness (See *Associated Provincial Picture Houses Limited v. Wednesbury Corporation*, (1948) 1 KB 223 = (1947) 2 All ER 680, followed and explained in *Om Kumar v. Union of India*, (2001) 2 SCC 386, besides many other cases), they shall be deemed to be irrational and as a necessary corollary arbitrary to be cursed with invalidation under Article 14 of the Constitution.

IMPORTANT CONSIDERATIONS FOR PREPARING A DOCUMENT FOR TENDERING PROCESS

1. **Name and address of the organisation:** The name and address of the organisation be mentioned *on the initial page* of the document.



2. **Subject of the document:** The subject of the tender documents to be mentioned *in clear and comprehensive manner* in order to attract the attention of the Bidder.
3. **Index of the tender document:** The index of the documents can make the document *convenient for the prospective bidder*.
4. **Important dates and necessary information:** The information such as Tender Publication Date, Last date and time for sending Pre-Bid Queries in writing, Cost of Tender, Earnest Money Deposit, Pre-Bid Meeting date, time & venue, Last Date & address of Submission of Bids, Date, time & Venue of opening of Technical Bids and Financial Bids, contact details etc. should be provided in the tender document.
5. **Disclaimer Clause:** A disclaimer clause with respect to reservations or observation on the tender documents should be placed in the tender document.
6. **Job Description:** The job description in details should be mentioned in the tender document in order to *acquaint prospective bidders with the requirements attached* with the Job and evaluate and prepare their bids accordingly.
7. **Division of tender documents in parts:** The tender document be preferably prepared asking for Bid submissions in two parts i.e. Technical Bid and Financial Bids.
8. **Fees and Deposits:** The tender document should mention the fees and deposits commensurating the nature and quantum of work. The cost of the tender document may be required from the prospective bidder. Further, the *provisions relating to Earned Money Deposit (EMD) and Security Deposit* are also to be placed in the tender document.
9. **Conditions for forfeitures of EMD:** The clause providing for the circumstances in which EMD may be forfeited to be mentioned in the tender document. The general conditions in which EMD be forfeited are as under:



- i. If the **bidder withdraws** its bid;
- ii. the **selected bidder delays or does not accept the Purchase / Work Order**;
- iii. the **selected bidder fails to supply goods / services** as per the terms of the Tender or fails to execute Purchase / Work Order.

10. **Pre Bid Meeting:** Pre Bid Meetings be conducted in order to provide any clarification sought on the tender.

11. **Scope of Work:** The scope of work in details be mentioned in the tender documents.

12. **Mention of Technical and administrative requirements:** The technical and administrative requirement be mentioned comprehensively **in order to prevent the halt in the Job at the later stage**. The document should be clear and specific with respect to technical and administrative requirements for performing the Job.

13. **Eligibility Criteria:** Essential Requirements are to be mentioned in the tender document.

14. **Necessary forms and documents:** Formats such as of Technical Bids, Financial bids, past experience of the bidder, Tender Acceptance Letter, Standard Terms and Condition of Agreement may be mentioned in the tender document. Further, a list of document required to be attached in the tender document may also be provided in the document.

LETTER OF CREDIT, BANK GUARANTEE, AND PERFORMANCE GUARANTEE

LETTER OF CREDIT

1. Letter of Credit ('LC'), also known as a **documentary credit is a payment mechanism used specially in international trade**.
2. In an LC, buyer's bank **undertakes to make payment to seller on production of documents stipulated in the document of LC**.
3. LC play an important role in the trade of a country, especially in its international trade.



4. In most of the cases, the exporters (sellers) are **personally not acquainted with the importers (buyers) in foreign countries**. In such cases the exporters bear great risk, if they draw bills on importers, after having dispatched the goods as per their orders, because if the latter default in accepting the bills or making the payment, the exporter will suffer heavy losses.
5. To avoid such risks, the **exporters ask the importers to arrange a letter of credit from their banker in favour of themselves**, on the basis of which goods may be exported to the foreign importers.

PARTIES TO LETTER OF CREDIT (LC)

There are following four main parties to LC transaction:

1. **Applicant Bank:** Applicant or he is also called as Opener of LC. The bank opens LC on behalf of the applicant customer who is buyer / importer of goods.
2. **Issuing Bank:** Issuing bank is a bank which opens LC and undertakes to make payment to the beneficiary (seller/ exporter) on submission of document as per the terms of LC.
3. **Beneficiary:** Beneficiary is the seller / exporter of goods in whose favour LC is opened.
4. **Advising Bank:** Advising Bank is the bank through whom LC is advised to the beneficiary. Normally it is located in seller's location / country.

In addition to above four parties, following parties may also be involved in LC transaction.

- A. **Confirming Bank:** The bank which in addition to LC issuing bank, undertakes the responsibility of payment under LC. This is required since the LC issuing bank may not be known to the exporter and he therefore needs reputed bank from his country to add confirmation to the LC.
- B. **Negotiating Bank:** The Bank that negotiates the documents under LC.
- C. **Paying Bank:** Paying Bank or Nominated Bank is the bank nominated or authorized by the LC issuing bank to make payment under LC. In practice, the paying bank presents the documents



received by it either to issuing bank or Reimbursing Bank for payment and transfers the proceeds to the beneficiary's account.

- D. **Reimbursing Bank:** Bank with whom the LC issuing bank maintains foreign currency account (NOSTRO account). LC issuing bank authorizes the reimbursing bank to honor the LC reimbursement claim of negotiating bank.

DOCUMENTS UNDER LC

1. **Financial documents:** Bill of Exchange, co-accepted draft. It is the basic document drawn by the beneficiary (exporter / seller) and has to be drawn as per the terms of the LC.
2. **Commercial documents:** Invoice, packing list. It is addressed to the buyer (importer), signed by the seller (exporter) and contains details of sales like quantity, rate, specification and total amount.
3. **Shipping documents:** Bill of lading, airway bill, lorry/truck receipt, railway receipt etc. It is a document of title to the goods, proof that the exporter has dispatched the goods.
4. **Official documents:** License, certificate of origin, inspection certificate, health certificate. These are the documents as specified in the LC document.
5. **Insurance documents:** Insurance policy or certificate but not a cover note.

TYPES OF LETTER OF CREDITS

1. **Documentary LC and Clean LC:** When the LC contains a clause that the **payment is conditional on submission of document of title to goods such as bill of lading (evidence of dispatch of good), it is called Documentary LC.** If no such clause is in the LC, it is called a clean LC.



2. **Fixed Credit and Revolving Credit:** Fixed credit is where LC specifies the amount up to which one or more bills can be drawn by the beneficiary within the specified time. The LC remains effective till the specified amount is exhausted within specified time.

In Revolving Credit, the LC opening bank does not specify the total amount up to which bills may be drawn, but mentions total amount up to which the bills may remain outstanding at a time. Thus after reaching that amount, as soon as the importer pays the bill, to that extent the limit gets reinstated. It is thus automatic and does not need renewal within the specified period of time.

3. **Revocable and Irrevocable LC:** In case of revocable LC, the opening bank reserves the right to cancel or modify the credit at any moment without prior notice to beneficiary. Irrevocable credit constitutes a definite undertaking of the issuing bank. Such an LC once established and advised cannot be cancelled or amended except with the consent of interested parties - beneficiary and negotiating bank.

4. **Confirmed and Unconfirmed LCs:** When the opening bank requests the advising bank in the exporter's country to add its confirmation to an irrevocable LC and the advising bank does so, the LC is "irrevocable and confirmed". The advising bank is then called as 'confirming bank' and its liability then becomes similar to the issuing bank. The confirmation cannot be cancelled or amended unless agreed by all the parties. A confirmed irrevocable LC provides absolute security to the beneficiary. If the advising bank does not add its confirmation, the LC remains as unconfirmed. In such case there will be no such obligation on the advising bank.

5. **'With' and 'Without Recourse' Credit:** In case of "with Recourse" bills, the banker as a holder of the bill, can recover the amount of the bill from the drawer, in case the drawee of the bill fails to pay it. In order to avoid such liability, the seller / exporter / drawer asks the importer / buyer to arrange credit "Without Recourse" to the drawer. In such a credit the issuing bank will have no recourse to the drawer (exporter) if the drawee (importer) fails to honour the bill. The liability of such a bill ends as soon as the bill is negotiated.



6. **Transferable LCs:** Ordinarily the beneficiary is authorized to draw bills of exchange under LC. But if the beneficiary is an intermediary in the transaction and the goods are actually to be supplied by someone else, the beneficiary may request the opener to arrange a transferable credit.
7. **Back to Back LC:** When a beneficiary receives a non-transferable LC, he may request a bank to open a new LC in favour of some other person (may be local supplier), on the security of LC issued in his favour. Such LC is called Back to Back LC. The terms of such LC are identical except that the amount (price) may be lower and the validity earlier.
8. **LC with Red Clause / Green Clause:** LC with a clause printed in red ink, contains authority from the issuing bank to the advising / negotiating bank to grant advances (packing credit) to the beneficiary up to a specified amount at the responsibility of former. It is a short term advance recovered from the amount, payable by the negotiating bank to the beneficiary when it negotiates the documents under LC submitted by the beneficiary. Green Clause is an extension of red clause LC allowing advances for storage of goods in warehouse in addition to packing credit.
9. **Instalment Credit:** LC is issued for full value of goods but part-shipments of specific quantities of goods within nominated period are required. Credit is not available for missed shipment and shipments thereafter unless permitted in LC document.

ADVANTAGES OF LC TO THE EXPORTER (SELLER) AND THE IMPORTER (BUYER)

1. Facilitates trade transactions between two parties who are not known to each other and located in two different countries.
2. Beneficiary is assured of payment as long as it complies with the terms and conditions of LC.
3. The credit risk is borne by the issuing bank and not the applicant (buyer).
4. LC accelerates payment of receivables and helps beneficiary (seller) in minimizing collection time.
5. The beneficiary's foreign exchange risk is eliminated with LC issued in the currency of seller's



country.

6. On the basis of LC the exporter may obtain advance from the bank for procuring and processing or manufacturing goods to be exported.
7. Buyer is enabled to import goods.
8. LC assures importer that bills drawn under LC will be honoured only when they are strictly in accordance with the conditions stipulated in LC document and the documents are duly submitted.

SPECIMEN FORMAT OF LETTER OF CREDIT AND FORM OF DEMAND



Lined writing area for notes.



A large area of the page is filled with horizontal green lines, serving as a template for handwritten notes.



A large area of the page is filled with horizontal green lines, providing a space for writing or notes.



A large area of the page is filled with horizontal green lines, providing a space for writing or notes.



FORM OF DEMAND



BANK GUARANTEE

It is a *non-fund-based facility required by the borrowers*. A bank guarantee ensures that the liabilities of the debtor will be met in the event he fails to fulfil his contractual obligations. *It is an agreement between three parties - the bank, the beneficiary and the applicant who seeks the guarantee from the bank*. This agreement acts as an undertaking assuring the beneficiary that the bank would pay the specified amount, in the case of applicant's default in delivering the "financial" or "performance" obligation as mentioned in the guarantee.

TYPES OF BANK GUARANTEES

1. **Financial Guarantee:** Under this, bank guarantees that the *applicant will meet the financial obligation and in case he fails, the bank as a guarantor is bound to pay* (e.g. guarantees towards revenue dues, taxes, duties and for disputed liabilities for litigations pending at courts; credit enhancement; repayment of financial securities etc.).
2. **Performance Guarantee:** Under this, guarantee issued is for honouring a particular task and *completion of the same in the prescribed / agreed upon manner* as stated in the guarantee document. (e.g. bid bonds, retention money guarantee etc.)

SPECIMEN FORMAT OF BANK GUARANTEE



A large area of the page is filled with horizontal green lines, providing a space for writing or notes.



A large area of the page is filled with horizontal green lines, providing space for writing or drawing. A vertical green line runs down the left side of this area, creating a margin.



BYE LAWS

1. According to Collins' Dictionary, A bye law is a law *which is made by a local authority and which applies only in their area*. So, certain organisations frame their Bye Laws for effective functioning.
2. Bye-Laws are *legal tools used to regulate a particular subject or area* so as to achieve orderly development of that subject.
3. The nature of the Bye-Laws i.e. *Mandatory or directory depends upon the subject matter for which they were made* and the language used by the draftsmen in drafting the legislature empowering the making of Bye Laws.
4. The *authority to frame the bye laws are generally provided by the legislative enactment* that is mandatory for that organisation to comply.
5. According to Article 13(3)(a) of the Constitution of India, "law" includes any *Ordinance, order, bye-law, rule, regulation, notification, custom or usage having in the territory of India the force of law*.
6. According to section 3(29) of General Clauses Act, 1897, "Indian law" shall mean any Act, Ordinance, Regulation, rule, order, bye-law or other instrument which before the commencement of the Constitution, had the force of law in any Province of India or part thereof, or thereafter has the force of law in any Part A State or Part C State or Part thereof, but does not include any Act of Parliament of the United Kingdom or any Order in Council, rule or other instrument made under such Act.

WHEN A BYE LAW SHOULD BE MADE

Section 22 of General Clauses Act, 1897 provides that where, by any Central Act or Regulation which is not to come into force immediately, on the passing thereof, a power is conferred to make rules or bye-laws, or to issue orders with respect to the application of the Act or Regulation, or with respect to the establishment of any Court or office or the appointment of any Judge or officer thereunder, or with respect to the person by whom, or the time when, or the place where, or the manner in which, or the fees for which, anything is to be done under the Act or Regulation, then that power may be exercised at any time after the passing of the



Act or Regulation; but rules, bye-laws or orders so made or issued shall not take effect till the commencement of the Act or Regulation.

EXAMPLES OF BYE LAWS

1. New Delhi Municipal Council Solid Waste Management Bye-Laws, 2017
2. Bye Laws of National Stock Exchange of India Limited
3. Bye Laws of Bombay Stock Exchange
4. Bye-laws of a Multi State Cooperative Society
5. Bye- laws of ICSI Institute of Insolvency Professionals
6. ICSI registered Valuers Organisation Bye Laws
7. Bye Laws made by various bodies for Arbitration Proceedings

SPECIMEN OF BYE LAWS OF SOCIETY

BYE - LAWS OF

I. GENERAL

- (1) The name is _____ (hereinafter refer to as Society).
- (2) The Society is registered under Delhi Cooperative Societies Act, 2003 office situated at _____.
- (3) These bye-laws may not be amended, except in accordance with the approval of competent authority.

II. DEFINITIONS

- (1) In these bye-laws, unless the context otherwise requires -
 - (a) "authorisation for assignment" means an authorisation to undertake an assignment
 - (b) "certificate of membership" means the certificate of membership of the Agency granted under bye-law;
 - (c) "Electronic mode" means through video conferencing or other audio visual means and such



other means as may be recognised under the Information Technology Act, 2000 including amendment thereof;

(d) "Governing Board" means the Board of the Society;

(e) "relative" shall have the same meaning as assigned to it in Income-tax Act, 1961.

(2) Unless the context otherwise requires, words and expressions used and not defined in these bye-laws shall have the meanings assigned to them in Delhi Cooperative Societies Act, 2003.

III. OBJECTIVES

(1) To produce and provide safe and Healthy food.

(2) To develop the ecosystem that help to identify the adulterated Food.

(3) The Society shall carry on the functions as may be decided by the Board for the purpose of point no. 1 and 2.

(4) The Society shall not carry on any function other than those specified, or which is inconsistent with the discharge of its functions.

IV. DUTIES OF THE SOCIETY

(1) The society shall maintain high ethical and professional standards in the regulation of its members.

(2) The society shall:

(a) ensure compliance with the statutory enactments;

(b) employ fair, reasonable, just, and non-discriminatory practices for the enrolment and regulation' of its members;

(c) be accountable to the Board in relation to all bye-laws and directions issued to its members.

V. COMMITTEES OF THE SOCIETY

The Board may form an Advisory Committee of members of the society to advise it on any matters pertaining to achievement of its objective.

(2) The Board shall form a Finance Committee consists of at least 10 members of the Society.

(3) The Board shall form a Disciplinary Committee consists of at least 10 members of the Society.

(4) The Committees may meet at such places and times as the Board may provide.



VI. ELIGIBILITY FOR ENROLMENT

An individual may be enrolled as a member on payment of Enrollment Fees of Rs. 10,000/.

VII. MEMBERSHIP FEE

The society may require the members to pay a fixed sum of money as its annual membership fee.

VIII. DISCIPLINARY PROCEEDINGS

The Disciplinary committee may initiate disciplinary proceedings by issuing a show-cause notice against members

- (a) based on a reference made by the Board;
- (b) following the directions given by the Board or any court of law; or
- (c) suo moto, based on any information received by it.

IX. SURRENDER OF MEMBERSHIP

- (1) A member who wishes to surrender his membership of the society may do so by submitting an application for surrender of his membership.
- (2) Upon acceptance of such surrender of his membership, and completion of thirty days from the date of such acceptance, the name of the member shall be struck from the registers of the society, and the same shall be intimated to the Board.

X. EXPULSION FROM MEMBERSHIP

A member shall be expelled by the society -

- (a) on an expiry of thirty days from the order of the Disciplinary Committee, unless set aside or stayed by the competent court;
- (b) upon non-payment of membership fee despite at least two notices served in writing;
- (c) upon the cancellation of his membership by the Board;
- (d) upon the order of any court of law.



SHOW CAUSE NOTICE (SCN)

1. A show cause notice is a *document delivered to other party to represent the matter*. It summaries the alleged matter and grants the other party an occasion to explain themselves.
2. SCN may be *issued for varied reasons by various authorities such as by Courts, Government, Quasi-judicial Authorities, Employers, other authorities etc.*
3. The issuance of SCN is preferred by *authorities due to the observance of the principle of Natural Justice*. It is based on the principle *audi alteram partem* (hear the other side) i.e. no one should be condemned unheard.
4. This rule implies that a *person against whom an order to his prejudice is passed should be given information as to the charges against him* and should be given opportunity to submit his explanation thereto.

ESSENTIALS OF SHOW CAUSE

1. SCN should contain the *name of the issuer*.
2. It should be issued in *writing*.
3. It should be written in *clear language* in order to avoid ambiguity.
4. It should mention the *correct and brief facts*.
5. If there is a *violation of Law*, it should be *specifically mentioned*.
6. Charges should be *levelled specifically* and they should be vague or in contradiction with the information contained in SCN.
7. *Proposed action should also be mentioned* in the SCN. For eg. Penalty, Legal action, Suspension etc.
8. The *time limits* that have been provided to the receiver should be mentioned in the notice.
9. *Adequate time limit should be given for the reply*, unless otherwise specifically provided by any law.
10. *References and Annexures* should be provided, wherever required.
11. The *mode of representation warranted* should be mentioned in SCN i.e. in person, Meeting (Online or face to face).
12. The *address of the authority* should be mentioned in SCN.



13. SCN should be *dated*.

SPECIMEN SHOW CAUSE NOTICE

GOVERNMENT OF INDIA

MINISTRY OF _____

Tel: _____ Address: _____

Fax: _____ Email: _____

Date _____

To,

M/s _____

Address: _____

Subject: Violation of provisions of _____

Dear Sir,

During the inspection of your registered office of your company on 21.02.2023 by the undersigned, violation of provisions of Rule _____ of _____ (Rules), was observed. The details of violations are as under:

1. _____

2. _____

3. _____

In this connection, it is brought to your notice that the above violation of said rule constitutes an offence punishable under _____ (Rules).

You are, therefore, show cause within a period of 30 (thirty) days from the date of issue of



this notice.

Please note that no further notice will be given to you in this regard.

Yours truly,

(Name)

(Designation)

STANDING ORDERS

1. Standing Orders defines the *conditions of recruitment, discharge, disciplinary action, holidays, leave, etc, go a long way towards minimising friction between the management and workers in industrial undertakings.*
2. The Industrial Employment (Standing Orders) Act (said Act) requires employers in industrial establishments to clearly *define the conditions of employment* by issuing standing orders duly certified.
3. It applies to every industrial establishment wherein *100 or more workmen are employed or were employed on any day during the preceding twelve months.*
4. Model standing orders issued under the Act *deal with classification of workmen, holidays, shifts, payment of wages, leaves, termination etc.*
5. The text of the Standing Orders as finally certified under the said act shall be prominently posted by the employer in English and in the language understood by the majority of his workmen on special boards to be maintained for the purpose at or near the entrance through which the majority of the workmen enter the industrial establishment and in all departments thereof where the workmen are employed.

IMPORTANT ASPECTS FOR ISSUING STANDING ORDERS

1. The employer of the establishment *submits to the Certifying Officer five copies of the draft Standing Orders* proposed by him for adoption in that establishment.
2. Such draft Standing Orders *shall be in conformity with the Model Standing Orders.*



3. It shall be accompanied by a statement containing prescribed particulars of the workmen employed in the industrial establishment including the name of the trade union, if any.
4. On receipt of the draft Standing Order from the employer, the Certifying Officer shall forward a copy thereof to the trade union of the workmen or where there is no trade union, then to the workmen in such manner as may be prescribed, together with a notice requiring objections.
5. These objections are required to be submitted to him within 15 days from the receipt of the notice. On receipt of such objections he shall provide an opportunity of being heard to the workmen or the employer and will make amendments, if any, and this will render the draft Standing Orders certifiable under the Act and he will certify the same. A copy of the certified Standing Orders will be sent by him to both the employer and the employees association within seven days of the certification.
6. Certifying Officer files a copy of all the Standing Orders as certified by him in a register maintained for the purpose in the prescribed form. He shall furnish a copy of the same to any person applying therefor on payment of the prescribed fee.
7. Standing Orders comes into operation on the expiry of 30 days from the date on which the authenticated copies are sent to employer and workers representatives or where an appeal has been preferred, they will become effective on the expiry of 7 days from the date on which copies of the order of the appellate authority are sent to employer and workers representatives.
8. The text of the Standing Orders as finally certified under the said Act shall be prominently posted by the employer in English and in the language understood by the majority of his workmen on special boards to be maintained for the purpose at or near the entrance through which the majority of the workmen enter the industrial establishment and in all departments thereof where the workmen are employed.

MODEL STANDING ORDER

(I) SERVICE RECORD

Matters relating to service card, token tickets, certification of service, change of residential address of workers and record of age.

- (i) **Service Card**- Every industrial establishment shall maintain a service card in respect of each workman in the form appended to these orders, wherein particulars of that workman shall be



recorded with the knowledge of that workman and duly attested by an officer authorised in this behalf together with date.

(ii) Certification of service-

(a) Every workman shall be entitled to a service certificate, pacifying the nature of work (designation) and the period of employment (indicating the days, months, years), at the time of discharge, termination, retirement or resignation from service;

(b) The existing entries in para 16 of Schedule I and para 20 of Schedule I-A shall be omitted.

(iii) Residential address of workman- A workman shall notify the employer immediately on engagement the details of his residential address and thereafter promptly communicate to his employer any change of his residential address. In case the workman has not communicated to his employer the change in his residential address, his last known address shall be treated by the employer as his residential address for sending any communication.

(iv) Record of age-

(a) Every workman shall indicate his exact date of birth to the employer or the officer authorised by him in this behalf, at the time of entering service of the establishment. The employer or the officer authorised by him in this behalf may before the date of birth of a workman is entered in his, service card, require him to supply :-

(i) his matriculation or school leaving certificate granted by the Board of Secondary Education or similar educational authority ; or

(ii) a certified copy of his date of birth as recorded in the registers of a municipality, local authority or Panchayat or Registrar of Births;

(iii) in the absence of either of the aforesaid two categories of certificate, the employer or the officer authorised by him in this behalf may require the workman to supply, a certificate from a Government Medical Officer not below the rank of an Assistant Surgeon indicating the probable age of the workman provided the cost of obtaining such certificate is borne by the employer;

(iv) where it is not practicable to obtain a certificate from a Government Medical Officer, an affidavit sworn, either by the workman or his parents, or by a near relative, who is in a position to know about the workman's actual or approximate date of birth, before a first Class Magistrate or Oath Commissioner, as evidence in support of the date of birth given by him.

(b) The date of birth of a workman, once entered in the service card of the establishment shall



be the sole evidence of his age in relation to all matters pertaining to his service including fixation of the date of his retirement from the service of the establishment. All formalities regarding recording of the date of birth shall be finalised within three months of the appointment of a workman.

(c) Cases where date of birth of any workman had already been decided on the date these rules come into force shall not be reopened under these provisions.

Note. - Where exact date of birth is not available and the year of birth is only established then the 1st July of the said year shall be taken as the date of birth.

(1) CONFIRMATION

The employer shall in accordance with the terms and conditions stipulated in the letter of appointment, confirm the eligible workman and issue a letter of confirmation to him. Whenever a workman is confirmed, an entry with regard to the confirmation shall also be made in his service card within a period of thirty days from the date of such confirmation.

(2) AGE OF RETIREMENT

The age of retirement or superannuation of a workman shall be as may be agreed upon between the employer and the workman under an agreement or as specified in a settlement or award which is binding on both the workman and the employer. Where there is no such agreed age, retirement or superannuation shall be on completion of [58]24 years of age by the workman.

(3) TRANSFER

A workman may be transferred according to exigencies of work from one shop or department to another or from one station to another or from one establishment to another under the same employer:

Provided that the wages, grade, continuity of service and other conditions of service of the workman are not adversely affected by such transfer:

Provided further that a workman is transferred from one job to another, which he is capable of doing, and provided also that where the transfer involves moving from one State to another



such transfer shall take place, either with the consent of the workman or where there is a specific provision to that effect in the letter of appointment, and provided also that (i) reasonable notice is given to such workman, and(ii) reasonable joining time is allowed in case of transfers from one station to another. The workman concerned shall be paid traveling allowance including the transport charges, and fifty per cent thereof to meet incidental charges.

(4) MEDICAL AID IN CASE OF ACCIDENTS

Where a workman meets with an accident in the course of or arising out of his employment, the employer shall, at the employer's expense, make satisfactory arrangements for immediate and necessary medical aid to the injured workman and shall arrange for his further treatment, if considered necessary by the doctor attending on him. Wherever the workman is entitled for treatment and benefits under the Employee's State Insurance Act, 1948 or the Workman's Compensation Act, 1923, the employer shall arrange for the treatment and compensation accordingly.

(5) MEDICAL EXAMINATION

Wherever the recruitment rules specify medical examination of a workman on, his first appointment, the employer, shall, at the employer's expense make arrangements for the medical examination by a registered medical practitioner.

(6) SECRECY

No workman shall take any papers, books, drawings, photographs, instruments, apparatus, documents or any other property of an industrial establishment out of the work premises except with the written permission of his immediate superior, nor shall he in any way pass or cause to be passed or disclose or cause to be disclosed any information or matter concerning the manufacturing process, trade secrets and confidential documents of the establishment to any unauthorised person, company or corporation without the written permission of the employer.

(7) EXCLUSIVE SERVICE

A workman shall not at any time work against the interest of the industrial establishment in which he is employed and shall not take any employment in addition to his job in the



establishment, which may adversely affect the interest of his employer.

BONDS

1. Bond means a formal document by which a **person undertakes to perform a certain act**.
2. The bonds are of different types such as Surety Bond, bonds as financial instruments, judicial bonds, Guarantee bonds, saving bonds etc.
3. The purpose of issuance of bonds also differs according to the requirements. For example: Surety Bonds are undertaken for the purpose of providing security if a certain act agreed has not been done. Financial Instruments bonds are evidence of a debt due on the organisation. A bail bond is an undertaking by an accused to appear for trial or to pay a sum of money stated therein on non-compliance.
4. The **purpose of undertaking a bond is secure the act or omission** for which the bond is issued as a security.

SPECIMEN BOND AND BAIL-BOND

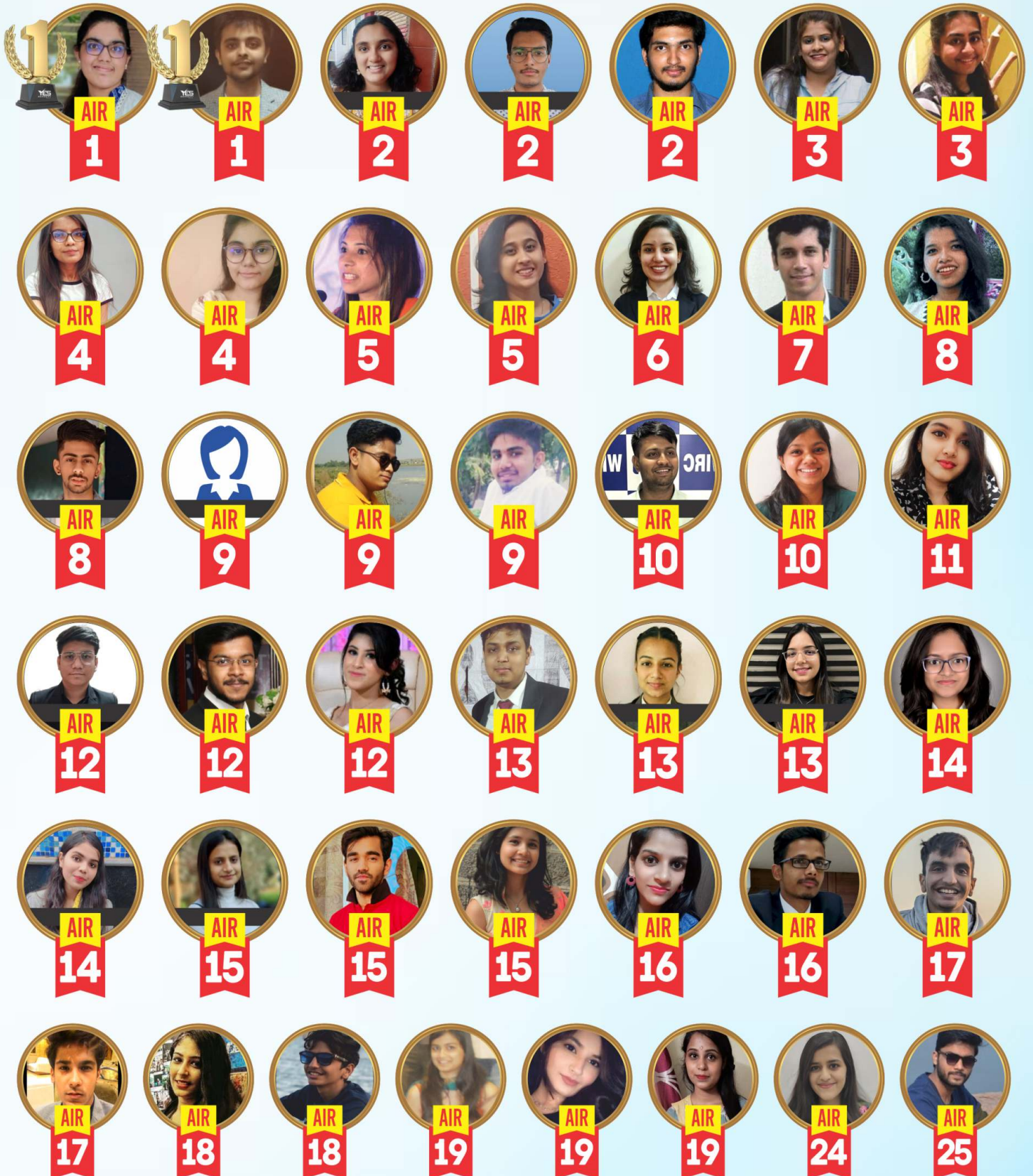
BOND AND BAIL BOND FOR ATTENDANCE BEFORE COURT

I, _____ (name), of _____ (place), having been arrested or detained without warrant by the Officer in charge of police station (or having been brought before the Court of _____), charged with the offence of _____, and required to give security for my attendance before such Officer of Court on condition that I shall attend such Officer or Court on every day on which any investigation or trial is held with regard to such charge, and in case of my making default herein, I bind myself to forfeit to Government the sum of rupees _____.

Dated, this day _____ of _____, 2023.

(Signature)

Universe of ALL INDIA RANKERS



& many more



CS Vikas Vohra **Founder – YES Academy**

Vikas is a Commerce and Law Graduate and a Company Secretary by profession. He has to his credit, few other Certifications and specialisations in Corporate and Securities Laws. On the teaching side, he has taught more than 20,000 students.

He is also a speaker at various Management Institutes and ICSI on various Corporate matters and Entrepreneurship. In his previous assignments, he worked as an Associate Vice President with LexValueAdd Consulting Private Limited, an Investment Banking firm based out of Mumbai.

He has significant hands on experience in Mergers and Acquisitions, Public Offerings and consequent listing of the Shares and GDR's on the Bourses, fund raising and Deal Structuring. Before that he also worked with Kirloskar Brothers Investments Limited & Bajaj Auto Limited wherein, he was deeply involved in various M&A activities.

Vikas is presently the Founder of YES Academy for CS, Pune He is also a Co-Founder of PapaZapata (Mexican food chain) & GujjuKhakhra (Indian Breads). He enjoys writing poetry and doing meditation in his free time.