

Niti Bodh is hereby accepting the applications for the post of Associate Advocate.

ABOUT THE ORGANIZATION

Established in the year 2015, Niti Bodh is a Delhi based law firm. We started our journey with primary engagement in the fields of civil, commercial and corporate laws and now have moved on to become a full house law firm having equal amounts of litigation and non-litigation files.

BASIC REQUIREMENTS

Complying with the Judgment of Jamshed Ansari vs High Court of Judicature at Allahabad and Ors. – (2016) 10 SCC 554 the candidate must have his/her enrollment with the Bar Council of Delhi. He/she should be willing to learn and shall understand basic procedural and substantive laws.

Experience - 00 to 03 years (zero to three years)

Remuneration – During probation period the offered stipend is Rs. 20,000 to Rs. 25,000 subjects to increment but is totally dependent upon the candidate's performance during the probation period and thereafter.

Mode of examination - online

Candidates can submit their application for the post of associate advocate with following necessary documents -

01. Resume and proof of credentials,
02. Experience letter and payment proof (if any),
03. Proof of enrollment with the Bar Council of Delhi,
04. Certificate of Practice (if AIBE has been cleared).

Those who have appeared in AIBE XIII and are waiting for their results may also apply for this post provided they happens to clear the AIBE XIII.

Those who are currently not enrolled with the Bar Council of Delhi or have not cleared the AIBE their application will not be entertained.

For recruitment and promised consideration, all earlier criteria published in the last recruitment drive will be applicable on this recruitment drive.

You are expected to submit the required documents on the office email address of Niti Bodh which is - office@nitibodh.com

IMPORTANT DATES

Last date of submission is - 15.03.2019 (Friday)

Date of examination - 24.03.2019 (Sunday)

Expected date of declaration of result – 30.03.2018 (Saturday)

Selected candidates will be expected to join the office from 02.04.2019 (02nd April 2019).

FREQUENTLY ASKED QUESTIONS

Why did we come up with the examination procedure when we could have easily hired someone based on the references or based on formal submission of CV followed by the interview?

All the previous associates who have either worked with Niti Bodh or are currently working with Niti Bodh have been selected for the said post based on the examination only.

Vide this examination we wanted to check –

- Can you analyze any actual situation based on the laws laid down in the statute books?
- Do you have a niche to find out the root cause of any case/issue?
- Do you intend to figure out the people/situation involved in any case/issue?

The reason behind doing so is to ensure that we are welcoming such people in our team who can appreciate the files upon which we usually work.

When is the exam scheduled and for how long?

The examination is scheduled on 24.03.2019 (Sunday). It will start from 10 am in the morning and will be over by 05 pm in the evening.

How are you supposed to take this exam?

We will be mailing you the assignment on your email address available with us expecting you to submit your answers on or before 05 pm in the evening of 24.03.2019. We expect you to take this examination from your place only or from such place where you will be having the access to internet.

The submission of answer sheet shall be done from such email address only which is registered with us. We will not accept your answer sheet if that has been mailed to us vide a separate email which is not there with us.

Further any submission made after 05 pm (24.03.2019) will not be considered for valuation declaring such candidate as disqualified.

Can you take reference from the text book or from legal database?

Yes, you can. This is an open book examination.

However, you cannot seek assistance from any other person to undertake the given assignment.

Is the given assignment objective-based assignment or a subjective based assignment?

The given assignment will be a subjective based assignment. There will be five (05) questions from different subjects of law and each question will be having five (05) sub-question of 2.5 marks each. You are supposed to answer any four questions. All sub-question of those 04 attempted questions must be answered.

For e.g. –

Q1 – 12.5 Marks (Q 1a – 2.5 Marks, Q 1b – 2.5 Marks, Q 1c – 2.5 Marks Q 1d – 2.5 Marks, Q 1e – 2.5 Marks)

Q2 – 12.5 Marks (Q 2a – 2.5 Marks, Q 2b – 2.5 Marks, Q 2c – 2.5 Marks Q 2d – 2.5 Marks, Q 2e – 2.5 Marks)

Q3 – 12.5 Marks (Q 3a – 2.5 Marks, Q 3b – 2.5 Marks, Q 3c – 2.5 Marks Q 3d – 2.5 Marks, Q 3e – 2.5 Marks)

Q4 – 12.5 Marks (Q 4a – 2.5 Marks, Q 4b – 2.5 Marks, Q 4c – 2.5 Marks Q 4d – 2.5 Marks, Q 4e – 2.5 Marks)

Q5 – 12.5 Marks (Q 5a – 2.5 Marks, Q 5b – 2.5 Marks, Q 5c – 2.5 Marks Q 5d – 2.5 Marks, Q 5e – 2.5 Marks)

Mr. A who intended to write answers to Q1, Q3, Q4 and Q5 will be answering answers of all the questions of Q1, Q3, Q4 and Q5 skipping Q2 in entirety.

The expected answer of Mr. A should not only be legally correct but shall also be backed by authority such as Supreme Court, Statute Books etc.

What is the pass mark of this exam and does it carry any negative marking?

One must score thirty (30) out of fifty (50) to pass this exam and there is no negative marking in this examination.

What will happen if a greater number of people score over to 30 which is the pass mark?

Each qualified candidate will be ranked based on the scores obtained in the examination and those having the highest score will be offered with the said opportunity. Given a situation that they put down this offer or do not turn to take this offer for some reason then the subsequent rank holder will be offered the said opportunity.

What if two or more people have similar scores?

We will be determining their ranking based on the credentials (other courses pursued, extra-curricular activities etc.) which is they have pursued or obtained during their school or university days.

For how long these scores are valid for those who have passed the exam?

The scores are valid till 30th June 2019 and one do not need to re-appear in the examination if there is any further vacancy with Niti Bodh. He/she may submit his/her previous scoresheet to be considered for such other vacancies which may arise with us till 30th June 2019.

Will Niti Bodh be recommending you to other organization based on the scores obtained in our exam?

No. This examination is for the internal hiring of Niti Bodh only and we have not signed any MOU with any other organization.

What all laws may be asked in this examination?

Primarily we will be asking questions from Civil, Commercial, Corporate laws only which will consist of –

Civil – CPC, limitation law, property and personal laws;

Commercial – Competition law, Consumer law, Contract, Environmental law, FEMA, IPR and labour law;

Corporate – Company law;

While four (04) out of five (05) questions will be from the above subjects we will be asking one (01) question from criminal law as well.

For how long is the probation period and what will be offered stipend during the probation period?

The probation period is of three (03) months and the offered stipend is Rs. 20000 (twenty thousand rupees) to Rs. 25000 (twenty-five thousand rupees) depending upon your performance. The final remuneration to be given after the completion of probation period will be determined based on your performance during your probation period which may remain as same which was being offered to you at the time of your probation or may increase as well.

We do not mind paying you well provided you fulfill our expectation towards the given assignment.

Initially I intend to apply for this post but subsequently I changed my mind and now I wish to opt out of this recruitment drive?

Those who wish to opt out of this examination can do so before taking the exam on 24.03.2019.

NB – For all purposes the decision of Niti Bodh will be final and binding and no one shall make any objection before any forum, authority or body who are competent with the law to determine any dispute.

SAMPLE QUESTIONNAIRE

Question 01 – Mr. A is a person who is a follower of religion of Islam. He owns a property of around 07 acres (seven acres) in the heartland of the city. He dies out of heart attack in the year 1980 and was survived by three brothers (B1, B2, B3), two sisters (SI1, SI2), four sons (S1, S2, S3, S4) and one daughter (D). Before his death Mr. A had expressed his desire to sell of this property using the sum of that sale to help the under-privilege children in their studies with his beloved brother B1. After the sad demise of Mr. A, B1 with an intention to honour the last wish of his brother intends to sell of the property but was opposed heavily by the other people of the family. B1 approaches Darululoom deoband to resolve this dispute but fails to receive any success in resolving the dispute related to this property. B1 then approaches the court stating that his brother wished to sell this property as per his last wish using the sum of that sale to help the under-privilege children in their studies but was opposed heavily by the other members of the family over here as well. B1 then request the court to establish a mosque on the said land where prayers can be offered to Allah but then that was opposed by the residents of the locality, which was heavily dominated by the Hindus. The dispute continues.

- A. What is darululoom deoband?
- B. Is darululoom deoband a competent organization to resolve this dispute?
- C. What is the legality of B1's claim in absence of any written last will of Mr. A?
- D. Can B1 claim sole authority to take any decision over the said land?
- E. Discuss the requirement as per the law to establish a mosque in any locality.

Question 02 - Mrs. A was a bedridden patient and was completely dependent upon his husband for her day to day affairs. One day she was approached by an insurance agent from Insurance Private Limited for her life insurance coverage. She exclaims her position and states that she is not eligible to get her life insured when she herself knows that she is bedridden and will eventually collapse due to her disease sooner or later. The agent convinces her that her disease is not a matter of concern for getting her life insurance coverage and she is still eligible to get her life insured despite suffering so severely. Based on the assurance given she takes the life insurance coverage being provided by the Insurance Private Limited and pays the regular premium on time. After a gap of 24 months she left for heavenly abode due to her disease. Her husband approaches the Company for the payment of life insurance amount as per the pamphlet given by the agent based on which the agreement of life insurance was signed. As per the pamphlet the family of deceased was supposed to get twenty-lakh, or ten times of the amount paid as premium along with the amount of premium paid whichever is higher. However, the Company refused to honour the promise made in the pamphlets stating the clause five of the signed agreement as per which the Company was only liable to pay the premium paid along with the 5% of the interest rate. Hence the dispute.

- A. What is the meaning of life insurance?
- B. In the light of two different promises made by the company one as per the pamphlet and another as per the contract which one shall prevail?
- C. Is a pamphlet used for the advertisement of any product be considered as a contract agreed in between the parties?
- D. Which court of law has the jurisdiction to decide this matter?
- E. Can a bedridden patient though not suffering from a life-threatening disease but knows that will be collapsing because of his/her condition take life insurance?

Question 03 – Mr. A who has an ancestral home in Bhopal, MP marries Ms. B who is a resident of Delhi on 01.01.2005 both being Hindu by religion. At the time of marriage Ms. B was aged about 19 years while Mr. A was aged about 14 years only. Their marriage was solemnized in Bhopal, MP as per the Hindu rites and rituals and after their marriage Ms. B shifted to Bhopal on 03.01.2005 to live along with Mr. A and his family. Subsequent to their marriage they were blessed with a boy (B1) and a girl (G1) in the year 2007 and 2009 respectively. In the year 2009, Ms. B leaves the home of Mr. A as per the instructions of her ‘mayaka’. After leaving her matrimonial house she started threatening Mr. A and his family for money. She asked Mr. A to write half of the property owned by her father-in-law in her name or else she will file false dowry and domestic violence case against his entire family. Taking note of the same, Mr. A asks his father to disown him and he leaves his house and goes to Jaipur, Rajasthan to do job over there. Since then Mr. A has never heard of Ms. B. In the year 2017 Mr. A remarries to Ms. C. Decide -

- A. What is the legal validity of the marriage solemnized in between Mr. A and Ms. B?
- B. What is the legal validity of the marriage solemnized in between Mr. A and Ms. C?
- C. What will be the legal status of B1 and G1 who were born out of wedlock in between Mr. A and Ms. B?
- D. In the light of the second marriage solemnized in between Mr. A and Ms. C can Mr. A seeks divorce from Ms. B when he has heard nothing from her since 2009?
- E. Can Mr. A be reconciled with his family on paper?