



Bar Council of India
19th Qualifying Examination for Indian
Nationals Holding Foreign Law Degrees

Paper-2-Contract Law & Negotiable Instruments Act

PART - A

Answer any five of the following.

(5 x 5 = 25)

1. Define a contract.
2. List the essential elements required for a valid contract according to the Indian Contract Act, 1872.
2. Explain the following terms as per the Indian Contract Act: (i) Quasi-contract (ii) Breach of contract (iii) Remedies for breach of contract.
3. Explain the liabilities of the following parties to a Negotiable Instrument: (i) Maker of a Promissory Note (ii) Acceptor of a Bill of Exchange.
4. Define the concept of a "holder in due course" in the context of negotiable instruments.
5. Examine the role of transfer of property in the sale of goods and its significance under Indian law.
6. What remedies are available to the buyer for breach of contract in the sale of goods?

PART - B

Answer any three of the following.

(3 x 15 = 45)

7. Discuss the various modes of discharge of a contract under the Indian Contract Act. Explain the circumstances in which a contract can be discharged by agreement, performance, operation of law, and breach.
8. Write short notes on the following terms as per the Indian Contract Act:
 - a) Damages as a remedy for breach of contract
 - b) Specific performance of contract
 - c) Wagering agreements
 - d) Contract of indemnity
 - e) Bailment (3 marks for each part)



Bar Council of India

19th Qualifying Examination for Indian Nationals Holding Foreign Law Degrees

9. A furniture store delivered a set of chairs to Priya's residence. Upon inspection, Priya discovered that one of the chairs was damaged. Discuss the provisions of the Sale of Goods Act, 1930 regarding acceptance and rejection of goods. What steps can Priya take to address the issue?
10. Critically analyse the provisions related to dishonour of cheques under Section 138 of the Negotiable Instruments Act, 1881. Explore the criminal liability imposed on the drawer in case of dishonour and the remedies available to the payee. Consider recent legal developments and case law to support your analysis.

PART - C

Answer any one of the following.

(1 x 30 = 30)

11. Mr. A puts up a notice in a local newspaper offering a reward of ₹10,000 to anyone who finds and returns his lost laptop. Mr. B, unaware of the reward offer, finds the laptop and returns it to Mr. A. When Mr. B learns about the reward, he approaches Mr. A to claim it. However, Mr. A refused to pay, arguing that there was no contract between them. Analyze the situation based on the principles of unilateral contracts and discuss whether Mr. B has a valid claim for the reward.
12. Mr. X promised to transfer his ancestral property to his son, Mr. Y, as a token of love and affection. In reliance on this promise, Mr. Y spends a significant amount of money renovating and maintaining the property. However, later, Mr. X changes his mind and refuses to transfer the property, stating that there was no consideration for the promise. Examine the validity of Mr. X's argument in light of the principles of consideration in contract law.
