

Chapter 1: The Indian Contract Act, 1872

1. General Principles of the Indian Contract Act

- A. Define and examine the validity of the following agreements under the Indian Contract Act, 1872. (July 2023, 7 marks)
- Mrs. Priya pays ₹10,000 to a marriage bureau for providing information about prospective grooms for her daughter's marriage.
 - Bharat agrees with John to sell his white bull (unknown to both, the bull was dead at the time of agreement).
 - Rishabh sells goodwill of his shop for ₹10,00,000 with a promise not to carry out similar business in local limits so long as Omkar carries on business.
 - Sale of property worth ₹ 2,00,000 by a person of unsound mind for ₹25,000.
- B. Comment on the rule "Stranger to contract cannot file suit for breach of contract" and exceptions. (June 2023, 7 marks)
- C. Differentiate between Void Contract and Voidable Contract. (June 2023, 5 marks)
- D. Explain "undue influence" and the position of a party who dominates the will of another. (Jan 2025, 6 marks)
- E. Explain when a contract is said to be induced by coercion and effects of coercion, including whether threat to commit suicide amounts to coercion. (May 2025, 4 marks)
- F. Examine the doctrine of indoor management and its exceptions as per Companies Act, 2013. (May 2025, 3 marks)
- G. Define Quasi-contract and the responsibility of finder of goods. (May 2025, 6 marks)
- H. Discuss whether a contract made based on natural love and affection and promise to pay time-barred debts are valid without consideration. (Sep 2024, 3 marks)

- I. Explain when a contract is said to be discharged by a joint promisor and promisee voluntarily, and situations regarding default. (May 2025, 4 marks)

2. Offer and Acceptance

- A. Mr. A offered to sell 25 chairs @ ₹ 1,500 per chair and promised to keep the offer open till a certain date but sold to another before acceptance. Can Mr. B claim damages? (Sep 2024, 3 marks)
- B. Mr. A contracted to sell his swift car to Mr. B but failed to mention price. Mr. A refuses to sell on grounds of uncertainty about price. Does Mr. B have any right? (June 2023, 4 marks)

3. Contract of Guarantee and Bailment

- A. Define nature & extent of Surety's Liability and discharge of contract of surety by invalidation of guarantee. (May 2025, 6 marks)
- B. Rights of Bailor against any wrongdoer and duties of the Pawnee. (May 2025, 7 marks)

4. Contract of Agency

- A. Explain "Agent cannot personally enforce nor be personally bound by contracts on behalf of principal" exceptions and rights of indemnity-holder when sued. (Sep 2024, 4 marks)
- B. Differentiate between sub-agent and substituted agent. (Jan 2025, 6 marks)

5. Performance, Breach and Remedies

- A. Explain when a court may award ordinary, special, and liquidated damages under Indian Contract Act, 1872. (Sep 2024, 3 marks)
- B. Discuss the rule of appropriation of payment of debts as per Indian Contract Act, 1872 with examples. (Dec 2023, 4 marks)
- C. Analyze the liability of joint promisors when one or more fail to pay. (May 2025, 4 marks)

6. Miscellaneous

- A. Discuss the Doctrine of Ultra-vires under the Companies Act, 2013 in the context of loan borrowing outside power. (Sep 2024, 4 marks)
- B. Write notes on the Articles of Association containing management duties of directors and officers. (Jan 2025, 4 marks)

Chapter 2: The Sale of Goods Act, 1930

1. Contract of Sale

- A. Explain implied warranties under Sale of Goods Act, 1930. (Dec 2023, 6 marks)
- B. Explain "reservation of right of disposal" and circumstances when it may be reserved. (May 2025, 7 marks)
- C. What happens when contract specifies sale by description or sample and the goods do not correspond with sample? (June 2023, 6 marks; Sep 2024, 4 marks)

2. Rights of Buyers and Sellers

- A. Explain the rights of a buyer against the seller in case of breach of contract of sale of goods. (June 2023, 6 marks; Jan 2025, 7 marks)
- B. Can buyer refuse to pay for part delivery? Explain with reference to partial delivery of tomatoes. (Dec 2023, 4 marks)
- C. Explain right of lien of an unpaid seller who has possession of goods, loss of lien rights and illustrations. (Dec 2023, 6 marks)
- D. P sold furniture to Y on instalment basis where ownership transfers after last payment. Y sold it to Z before last instalment. Decide title rights. (Dec 2023, 2 marks)