



Bar Council of India 21st Qualifying Examination for Indian Nationals Holding Foreign Law Degrees

Paper-II- Contract Law & Negotiable Instruments Act

PART - A

Answer any 5 of the following:

(5 x 5 = 25)

1. Explain the concept of 'communication when complete' with illustrations and case laws.
2. What do you understand by 'free consent' under the Indian Contract Act?
3. Agreement without consideration is void. Explain.
4. When a contract can be specifically enforced under the Specific Relief Act 1963. Substantiate your answer with legal provisions and case laws.
5. Discuss the Doctrine of Quantum Meruit and explain it through examples.
6. What do you understand by Quasi Contract? Discuss the salient features of it.

PART - B

Answer any 3 of the following:

(3 x 15 = 45)

7. A, a singer, enters into a contract with B, the manager of a theatre, to sing at his theatre two night's in every week during the next two months, and B engages to pay her at the rate of 10000 rupees for each night. On the sixth night, A wilfully absents herself. With the assent of B, A sings on the seventh night. Can B end the contract after seventh night? What kind of remedy is available to B for the non-performance of on sixth night? Decide the issues in the light of statutory provisions and case laws.
8. A, a singer, contracts with B, the manager of a theatre, to sing at his theatre for two nights in every week during the next two months, and B engages to pay her a hundred rupees for each night's performance. On the sixth night, A wilfully absents herself from the theatre, and B, in consequence, is willing to rescind the

contract and came to you for suggestions. Please give him proper suggestions regarding the pros and cons of his action.

9. Discuss the Bill of Exchange and its salient features. Write the differences between 'Promissory Notes' and 'Bill of Exchange'.
10. What is 'doctrine of restitution' and its exceptions? Elucidate with statutory provisions and judicial precedents.

PART - C

Answer any 1 of the following:

(1 x 30 = 30)

11. Every contract is an agreement, but every agreement is not a contract, discuss.
12. Explain the consequences of 'mistake of fact' and 'mistake of law' on the agreements. When is an agreement void *ab initio*? Write your answer with legal provisions and decided cases.