



Bar Council of India 20th Qualifying Examination for Indian Nationals Holding Foreign Law Degrees

Paper-II- Contract Law & Negotiable Instruments Act
Date: 04.06.2024

PART - A

Answer any 5 of the following:

(5 x 5 = 25)

1. Explain the doctrine of 'Privity of Contract' with exceptions, if any.
2. Critically examine law relating to 'Government Contracts' with special reference to the concept of provisional acceptance and its consequences.
3. Explain how impossibility of performance is not treated as an excuse for not paying compensation.
4. Enumerate the circumstances provided under provisions of the Specific Relief Act, 1963 in which an injunction cannot be granted with the help of suitable illustrations and decided cases.
5. "An agreement in restraint of trade is void". Explain with exceptions, if any.
6. Reflect upon the nature of an agreement with a party incompetent to enter into contract. Explain whether rule of estoppel, ratification and restitution can be applied against a minor or not?

PART - B

Answer any 3 of the following:

(3 x 15 = 45)

7. 'X' an advocate accepted a Vakalatnama from 'Y' to act for him in a certain suit on receiving his usual fee. Subsequently 'Y' agreed to pay him a certain sum of money as a special reward if the suit was decided in his favour. The suit was decided in favour of 'Y', who later did not pay the agreed sum of money to 'X'. Therefore, 'X' brings a suit against 'Y' claiming this amount. Examine the above-mentioned problem and decide with reference to statutory provisions and decided cases.

8. 'S' agreed to let-out his Kala Bhavan to 'J' for Rupees 10 lakhs for the marriage of J's son. Before the date of marriage the Kala Bhavan was destroyed by fire. 'J' sues 'S' for breach of contract. Decide with the help of relevant provisions and decided cases.
9. "Negotiable Instrument should be negotiable as apparent on its face without reference to secret title to it." Reflect upon the statement with reference to holder-in-due course and case laws. Also bring out, if any, difference between holder and the real creditor.
10. Elucidate the contribution of the Supreme Court of India on quasi contract. Is the Indian Contract Act, 1872 exhaustive on this subject? Explain.

PART - C

Answer any 1 of the following:

(1 x 30 = 30)

11. *"Where two parties have made a contract which one of them has broken, the damages which the other party ought to receive in respect of such breach of contract should be such as may fairly and reasonably be considered either arising naturally, i.e., according to the usual course of things, from such breach of contract itself, or such as may reasonably be supposed to have been in the contemplation of both parties, at the time they made the contract, as the probable result of the breach of it."* Examine the above statement and explain the difference between general damages and special damages with reference to statutory provisions and decided cases.
12. Discuss the legal issues involved in *Bhagwandas Govardhan Kedia vs M/s Girdharilal Parshottamdas & Co.* (AIR 1966 SC 543), bringing out clearly the difference of opinion between the majority and minority judges. Also state which view you support and why? Give reasons.