



CPT/CS FOUNDATION MEGA REVISION SHEET

CPT (1ST CLASS)

1. Law / Statute / Enactment / Legislation.
2. How is an Act passed?
3. Indian Contract Act is based on English Common law.
4. Enactment date 25-4-1872 act came into force from 1st September 1872
5. Precedents
6. Mercantile law / Business Law / Commercial Law
7. Meaning of Plaintiff, Defendant
8. Social agreements not enforceable by court of law
9. Images of Amitabh- Jaya, Amitabh- Abhishek
10. Juristic concept of contract
11. All contracts are agreements but all agreements are not contracts
12. Invitation to offer, offer , acceptance images of shopper stop window sales, menu card , window shopping , auction sales advertisement images of auction page: 5
13. Simple meaning of void agreement, void contract , voidable contract with images of minor, Gabbar Singh, Chamiya
14. Meaning of Proposal
15. Meaning of Enforceable , abstenance , abstain

CPT (2nd CLASS)

16. Revision of Invitation to offer , offer , acceptance
17. Meaning of consideration with reference to Ram – Sita example
18. Reciprocal Promises
19. Image of Shahid Kapoor showing pistol – Rev. of voidable contract
20. Classification of contracts
 - Formation
 - Execution
21. Images of bus standing at bus stop –implied (gesture circumstances)
22. Taxi – Gesture – stopped – u sat – Taxi put the meter on – implied contract.
23. Tacit Contract – Drama of ATM , Auction Hammer
24. Express Contract – words spoken or written
25. On the Basis of execution
 - ↗ Executed (both performed)
 - ↘ Executory

Executed , cash sales
26. Image of Railway to recall executor booked ticket
27. Executory
 - ↖ Unilateral
 - ↗ Bilateral (ATMOSPHERE)

COMPLEX BOOKING
28. General Offer , Specific offer, cross offer, counter offer
 - Specific offer → to a definite person / definite persons (Ex- offer to a definite person standing in a crowd)
 - Counter offer → rejection of the offer



Qualified Acceptance

Standing Offer / Open Offer

- a. Tender Invited
- b. Rate Selected
- c. Offer
- d. When goods will be demanded at that approved rate it is acceptance

29. Essential of Valid offer

30. Reward can be claimed only after having knowledge about the award

Lalman Shukla vs Gauri Dutt

Nephew Lost

31. Page – 12 point Teacher Student Relation

32. Page – 2 (Jus in personam)

Jus in Rem (Building Contract)



Both Jus in personam against builder

Jus in Rem

INDIAN CONTRACT ACT (3RD CLASS)

33. Essential features of valid acceptance especially point- 6, 5

34. When does offer come to an end point – 1 (Tricky)

35. Images to explain revocation

36. Special Terms (Laundry , Hotel)

37. An agreement to agree in future is not legally binding

38. Page – 1 2nd para →

Special Acts → TP Act , SCRA (for contracts over Stock Exchange)

Indian Contract Act do not cover all types of contracts , do not cover all types of rights , obligation

39. Meaning of UNENFORCEABLE contract (page – 7) Limitation period over

40. MOU Memorandum of Understanding- It contains a clause that is not legally enforceable but it contains rights & obligations for mutual understanding.

INDIAN CONTRACT ACT (4TH CLASS)

41. Consideration started

Quid pro Quo → something in return

42. Charitable Promise example

43. Legal Rules to Consideration

PPT's shown → Durga Prasad vs Baldeo , Chinnaya vs Ramaya

44. Consideration may be act or abstinence or return promise or for bearance (page 3 example)

45. For past consideration

Images of fire, swimming pool

46. Present / Executed consideration

Future / executor

47. Inadequacy of consideration is not a ground for cancelling the contract. Courts are not considered with adequacy of consideration .

48. Point 7 (Legal Rule of Consideration) Typical Language for MCQ

49. Stranger to contract cannot file the case. But stranger to consideration can file (Mama , Maternal Uncle)

50. Exception to Doctrine of privity to contract



51. Assignment of contract → LIC policy assigned
52. Even principal can file case against 3rd party for the contracts entered through agent
53. Exceptions mentioned in Sec 25 just started the heading

INDIAN CONTRACT ACT (5TH CLASS)

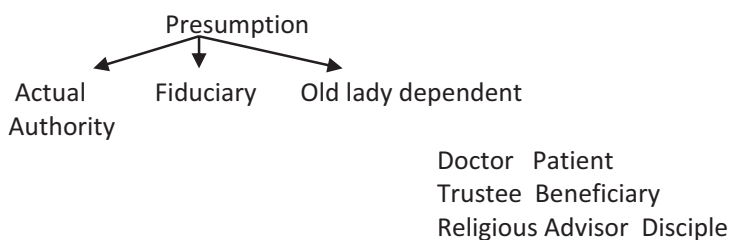
54. Capacity to Contract Started
55. Age of majority → 18 yrs → according to the Indian Majority Act , 1875
56. Image of drunken person (Amitabh) Sharabi Movie
57. Meaning of Idiot → Permanently Unsound
Lunatic → person suffering from intermittent intervals of sanity , insanity
58. MCQ on points of unsound mind
59. Rule of Estoppel and restitution not applicable in case of minor
60. Meaning of Ratification explained
→ Later on approved unauthorized act , Mobile phone bought for Sir without being asked but sir pays and accept the mobile
61. If a minor fraudulently represents age he can plead minority. Ex → Drama Shown
62. Necessaries supplied to Minor will be recovered out of property of the minor
63. Minor can be an agent
64. Minor can buy fully paid up shares
65. Co. cannot enter into contracts beyond objects clause of MOA
66. Foreign Diplomats can be sued only in following cases:-
Minor and major executed a promissory note. Is this promissory note valid.
Note → Minor can become apprentice

Remaining part of consideration done in 5th Class

- A. Sec 25 Natural Love and affection All 4 points must be satisfied to claim the exemption
- B. GRATITUOUS Bailment
- C. Meaning of Time Barred Debt

FREE CONSENT STARTED (6TH CLASS)

67. Error in causa → Lack of free consent
Error in consensus → No consent images of 3 horses
68. Images of Gabbar Singh → Coercion
Amitabh- Abhishek → Undue
69. Threat to commit to suicide is coercion
70. Undue Influence → Moral Coercion also known as Equitable Fraud
Lawyer Client (SRK – Rani Mukherjee)
Veer Zara



71. Difference between Coercion & Undue Influence
Burden of Proof



Burden of Proof In case
Of undue influence

↗ In case where presumption arises
↘ Where no presumption exist

Fraud → image of fair and lovely

Def. of fraud explained Sec 17 all 5 points to be learnt

The representation must have cheated the party & and the party , must have suffered.

(Example on Loss prospectus containing)

Consequences → V. Imp

Loss of right of rescission

Silence → Amounting to fraud ?? (Image of person falling from unsound horse)

Repudiate Canal

(Image of Shakti Kapoor)

CPT 8TH CLASS

72. Misrepresentation started.

73. Difference between fraud & misrepresentation.

74. Mistake chart explained with examples-

Mistake as to the price of the subject matter- Sir's example- He purchased during sale of a shirt on which by mistake wrong price was quoted by Shoppers Stop.

CPT 9TH CLASS

75. An agreement entered into between parties with a fraudulent purpose is void agreement

76. During War if contract is Void Agreement

77. Agreement in restraint of minor' s agreement is void agreement

78. Agreement of legal proceeding is void but an agreement by which parties decide to approach an Arbitrator instead of courts is valid

Dictation Given

79. Agreement in restraint of parental rights is void

80. Agreement interference with Martial duties is void

81. Illegal Agreement Also explained

82. Lawful objects & consideration-

- Champerty, Maintenance
- composition of certain offences
- Negative stipulations in service agreement
- Monopoly

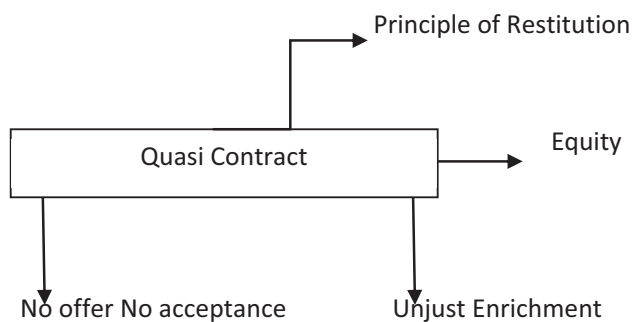
CPT 10TH CLASS

83. Wagering Agreements- Must read all points of essentials of a wagering agreement.

84. Transactions which are not wagers.



85. Collateral transactions to wagering agreements. (Drama explained)
86. Collateral transactions to illegal agreement.
87. Position of wagering agreement in Gujrat & Maharashtra - Void as well as illegal.
88. Special emphasis on-
- Shares transactions
 - Crossword competition
89. Difference between- a.) Wagering Agreement & Insurance Contract.
b.) Wagering Agreement & Contingent Contract
90. Even in other Competition of skill (Ex- athletic competition) prize should not exceed Rs.1000 else it is void agreement.
91. Principle (P) - Agent (A)
A buys lottery ticket on behalf of P will reimburse later ?
A cannot recover from P. If P wins lottery can he recover the agent.



5 cases Sec 68 to 72

Example- Drama done, Milkman delivered by mistake to someone else, finder of mobile.

CPT 11TH CLASS

Performance of Contract

92. Actual performance
93. Attempted Performance/ Tender
94. Who can perform
95. Where personal skill involved, agent cannot perform.
96. Q on Joint Promisor
97. Q on Joint Promisee
98. If all Joint promisor dies legal representative of all deceased promisors will liable but to the extent of assets inherited.
99. Sharing of loss in case of default by joint promisor.
100. Release of Joint Promisor
101. Joint Promisee
102. Table on page 58 - Tender of good & Tender of Money
103. Time as essence of contract presumptions.

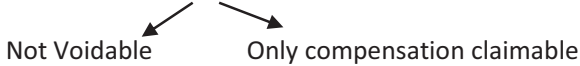


Can price be considered as essential term if written beforehand.

- Consequences of non performance within time (Sec 55)

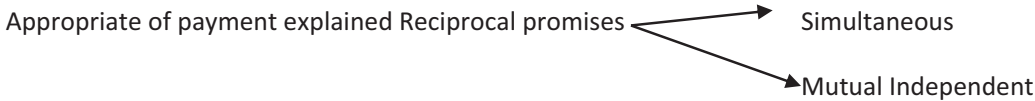
Example of Dominos Pizza if delayed performance accepted compensation will be claimed if at the time of acceptance, he gives notice to the promisor of his intension.

- If time is not essence



Example of Bengal Unitech given - delay in giving possession of flats.

Dictation given on cases on where time is not considered essential term.



One example dictated from Ref book scaffolding.

CPT 12th CLASS

Succession

Learn the Def. of Contingent contract by heart as it is reflected in MCQ in a very

- Confusing manner
- Some corrections done while teaching in point 2 (a) non happening rectified as happening and can rectified as cant
- Examples given on the word "if" collateral
- Case 'b' to 'e' are also uncommon
- QUANTUM MERUIT → propotionate payment according to the work done Example given

In Performance 2nd Class

Reusa – Reciprocal promises where one set of promise is legal and another set of promise is legal & another set of promise is illegal on page 57 one dictation

Drama given done on assignment and Successiable

Actionable claims are assigned even without consideration and dictation

Sec 46 to 50

One chart shown on Time and place of performance revised

Sec 64 Restoration of Benefit under voidable contract

Sec 65 Also Void Contract/ Void Agreement

CPT 13th CLASS

- 104. Diffrence between Novation & Alteration
- 105. Remission → Partial waiver



106. Waiver → Complete waiver
107. 6 names → Discharge by Mutual Consent
108. Discharge by operation of Law
109. What are not cases of supervening impossibility
110. Anticipatory breach also known as constructive breach
111. Vindictive damages / Exemplary damages / punitive damages
112. Damages = MP on the date of breach contract price
113. Special damage can only be claimed if mentioned in contract
114. Remote damages cannot be claimed
115. Liquidated damages Vs Penalty

Discharge of Contract



Chart to be Revised

Remedies for breach



Chart to be Revised

Zee TV → Deboject Example

Small discussion on Quantum Meruit

MCQ's on Case studies → Liquidated damages (Bollywood)

**AMIT BACHHAWAT TRAINING FORUM****SALE OF GOODS ACT 1st CLASS**

1. Contract of Sale includes both sale as well as agreement to sell
2. Sale of Immovable property is not covered under SOGA
3. Sales does not include pure barter
4. Actionable claims and money are not goods
5. Meaning of "sale" → property (ownership) in goods transferred
6. Types of goods chart
7. Types of existing goods
8. Sale of further goods is known as agreement to sell
9. In case of contingent goods, parties are discharged if contingency does not happen
10. Example of artist → to be revised
11. Difference between Sale & Agreement to sell especially points of insolvency of seller and buyer from MCQ book
QNo. _____ and _____
12. If 3rd party fail to fix the contract = void
If 3rd party fails to fix the contracts and goods delivered and enjoyed them reasonable price to be paid
13. Contract for sale of specific goods is void if specific goods already perished at the time of contract of slae
14. Revise the examples
Image of
 - Silver coins
 - Growing crops show
 - Building
 - Sweets
 - Cakes

SALE OF GOODS ACT 2nd CLASS

1. Race car image flask (Hot water0
2. Difference between condition and warranty
3. Chart on types of conditions and warranties
4. When condition to be treated as warranty → especially point 'B'
5. Learning techniques for recalling all points of implied condition (drama done with bag shown as sample zara clothes shown for fitness), bread shown for wholesomeners, Bournvita for patented product.
6. Other laws can also provide for conditions of sale
7. T.D.S
8. FM
9. WT
10. Implied warranties
11. DEPT
12. Learn the legal line of Caveat Emptor Sec 16
13. Just started that line "Non owners cannot transfer the ownership "
14. Exclusion of implied conditions and warranties by express agreement course of dealing custom/wage of trade

SALE OF GOODS ACT 3rd CLASS

1. Revision of Caveat Emptor done again
2. Explained – sale by Non – owners
3. When can finder of goods sell the goods found in certain cases
4. Delivery – types lots of MCQ's on types of delivery Hidden technique for identifying constructive delivery → without change in custody
 - Buyer ke paas pehle se tha and later seller told



- Carrier made telephone call to the buyer acknowledging
5. Difference between document showing title
Ex – Railway Receipt Vs Share Certificate
 6. Rules of delivery
 - a. Effect of part delivery with the intention of giving delivery as a whole
 - b. Expense of delivery
 - c. Goods in possession of third party
 - d. Delivery of wrong quantity
 - Short and excess quantity
 - Mixed delivery
 - e. Acceptance of goods
 - f. Delivery to carrier
 - g. Deterioration of goods in transit
 - h. Return of objected goods

SALE OF GOODS ACT 4th CLASS

1. Transfer of property in goods
2. Meaning of the term “ deliverable state”
3. Do not miss the case on specific goods not in deliverable state
4. Appropriation → Selecting goods for giving final shape for delivery
5. Who appropriates?
6. Meaning of unconditional Appropriation
7. The seller should not reserve the right of disposal of the goods until and unless certain conditions are satisfied
Example: ‘S’ sent railway Receipt to buyer but goods are deliverable to seller’s agent
8. If bill of exchange is sent along with bill of lading for the purpose of acceptance then ownership does not pass to buyer
9. Meaning of unpaid seller explained
 - Even if a small portion is implied
 - Unpaid seller can exercise his rights against of Lien for price and not for warehouse charges
 - Lien explained drama done
 - Stoppage in transit explained
 - Drama Done
 - Meaning of Insolvency under Sale of Goods act
 - Revise the Chart on Rights of Unpaid seller against goods and against the buyer
 - If loss on sale due to default by unpaid seller then what is the remedy

SALE OF GOODS ACT 5TH CLASS

1. Rights against goods if ownership has not passed → Right of withholding delivery
2. Revised Resale by Unpaid seller
3. Sub sale by the buyer
4. Pledge explained by drama seller can exercise rights of lien but subject to the rights of pledge
5. Seller will have to first clear his dues (dues of pledge) to get back document of title
6. Auction Sale
7. Knockout deals are unlawful in auction
8. Pretend bidding is voidable at option of the buyer
9. Auction can be subject to upset price
10. Auctioneer can put any type of condition.

AMIT BACHHAWAT TRAINING FORUM
CPT JUNE 2017 MORE MCQ'S FOR PRACTICE

- Q1. Just in Rem means**
(a) Right against or in request of a person
(b) A right against or in respect of a thing
(c) Both a and b
(d) None of the above
Ans.(b)
- Q2. Every contract always creates**
(a) Jus in personam
(b) Just in rem
(c) Jus in resm & jus in rem
(d) None of the above
Ans.(a.)
- Q3. Mr. X own a flat in Kolkata. He is entitled to quiet possession & enjoyment of this property this is called**
(a) Fundamental right
(b) Right in rem
(c) Right in personam
(d) None of the above
Ans.(a.)
- Q4. One of the clauses in agreement is "This agreement is not a legal agreement & will not be heard by Court This agreement is**
(a) Illegal
(b) Invalid
(c) Void
(d) Valid
Ans.(d)
- Q5. Performance of conditions of offer, for the acceptance of any consideration for a reciprocal promise which may be offered with a proposal, is an**
(a) Rejection of the offer
(b) Counter offer
(c) Acceptance of the offer
(d) Revolution of the offer
Ans.(c)
- Q6. A tender will be irrevocable where**
(a) Tenderer has, for some consideration promised not to withdraw
(b) There is a statutory prohibition against withdrawal
(c) Either a or b
(d) Neither a nor b
Ans.(b)
- Q7. M offered to sell his land to N for Rs.70 lakhs. N replied that he will accept & enclosed Rs.20 lakhs promising to pay the balance of Rs.50 lakhs by monthly installments of Rs. 10 Lakh each. In this case**
(a) There is no valid acceptance
(b) There is a valid acceptance

- (c) Contract can be cancelled at M's option
- (d) The contract can be canceled at N's option

Ans.(a)

Q8. Inadequacy of consideration will be taken into account by Court of law

- (a) Always at the discretion of the court
- (b) When the promisor performs his promise
- (c) When absence of free consent is pleaded in the formation of the contract
- (d) When the promisor complains

Ans.(a)

Q9. Promise is that consideration

- (a) Gratuitous
- (b) Devoid of legal obligations
- (c) Not binding on the promisor
- (d) All of the above

Ans.(d)

Q10. X receives money from Y for paying it to Z. X admits the receipt of that amount to Z. Z can recover the amount from X, even though the money is due from Y

- (a) False
- (b) True
- (c) Partly true
- (d) None of the above

Ans. (b)

Q11. A stranger to contract has some interest in the consideration

- (a) Cannot enforce the contract
- (b) Can enforce the contract
- (c) Can enforce with certain exceptions
- (d) None of the above

Ans.(c)

Q12. Covenants affecting Land will bind the parties who are originally not parties

- (a) True
- (b) False
- (c) Partly true
- (d) None of the above

Ans.(a)

Q13. Rescission means

- (a) Remission
- (b) Novation
- (c) Parties will not demand performance of each other
- (d) All of the above

Ans.(c)

Q14. A agreed with B to supply 100 kgs of potatoes if supplied by C. C did not supply A. now A is

- (a) Not discharged
- (b) Buyer claim compensation
- (c) Both a & b
- (d) None of the above

Ans.(c)

- Q15. If the performance of a contract becomes impossible due to out of omission of a party then it is called**
- (a) Impossible
 - (b) Self induced impossibility
 - (c) Both a & b
 - (d) None of the above

Ans.(b)

- Q16. A person declared insolvent is released of all has**
- (a) upto the date of insolvency
 - (b) Upto the date of app of receiver
 - (c) Upto the date of restarting of new insolvency
 - (d) Upto the date of release

Ans.(a)

- Q17. When the contract ceases to bind the parties the contract is**
- (a) Discharged
 - (b) Renewed
 - (c) Said to breach of contract
 - (d) None of the above

Ans.(a)

- Q18. In anticipatory breach a party can**
- (a) Rescind the contract
 - (b) Can still treat the contract as operative till the due date
 - (c) Either a or b
 - (d) None of the above

Ans.(c)

- Q19. Person change the amount in negotiable instrument this is discharge by**
- (a) Material alteration
 - (b) Narration
 - (c) Breach
 - (d) All of the above

Ans.(a)

- Q20. Bill of exchange $a \rightarrow b \rightarrow c \rightarrow d \rightarrow a$ bill is negotiated back. Rights & liabilities merges on the same person Contract is**
- (a) Discharged
 - (b) Novation
 - (c) Alteration
 - (d) None of the above

Ans. (d)

Q21. The aggrieved party may _____ when the consent is obtained by misrepresentation

- a. Rescind the contract
- b. Affirm the contract
- c. Either A OR B
- d. Claim damages

Ans. (c)

Q22. Burden of proof under unconscionable (unreasonable) transaction lies on the

- a. Weaker party
- b. Dominating Party
- c. Aggrieved party
- d. None of these

Ans. (b)

ANSWERS

1. B

2. A

3. A

4. D

5. C

6. B

7. A

8. A

9. D

10. B

11. C

12. A

13. C

14. B

15. B

16. A

17. A

18. C

19. A

20. D

21. C

22. B