

**FOR JUNE 2024 ONLY**  
**CA FOUNDATION LAW**



	DIRECT QUESTION	CASE STUDY BASED	WEIGHTAGE
INDIAN CONTRACT ACT	3(C) ,5( C )	1(A),4(A)	26 MARKS
SALES OF GOODS ACT 1930	6( C )	2(A),5(A)	21 MARKS
<b>PARTNERSHIP ACT 1932</b>	1( C ), S(B)	3(A)	20 MARKS
COMPANIES ACT 2013	2(B)	1(B),3(B)	21 MARKS
LLP	2©		6 MARKS
<b>TOTAL</b>	<b>45 MARKS</b>	<b>49 MARKS</b>	<b>94 MARKS</b>

1(A) Case Study Based Questions ( 7 MARKS ) ( INDIAN CONTRACT ACT 1872 )

- : Joint Promisor (Section 42-46)
- : Supervening impossibility (Section 56 & 65)
- : Quasi Contract
- : consideration and its exceptions

1(b) Case Study Based Questions ( 7 MARKS ) ( COMAPNIES ACT 2013 )

- : Doctrine Of ultra Virus

- : Section 8 Company
- : private company
- : Doctrine Of Indoor management
- : Holding and Subsidiary

1(C) DIRECT QUESTION ( 6 MARKS ) / ( 2 & 4 ) marks ( PARTNERSHIP ACT 1932 )

- : Rights of minor in a firm
- : Dissolution of partnership By Law ( 101 % chances )
- : Insolvency of partner
- : Partnership at will /Particular partnership/nominal partner/fixed period partnership
- : Difference Between question ( 99.999%)
- : expulsion of partner

2(A) Case Study Based Questions ( 7 MARKS ) / ( 3 & 4 ) marks ( SOGA 1930)

- : Doctrine of Caveat Emptor
- : Implied Condition
- : Transfer of property in goods
- : Rights of Unpaid Seller
- : sale by non owner
- : Goods sold on approval basis

2(B) Direct Question ( 7 MARKS )( COMAPNIES ACT 2013 )

- : Doctrine Of ultra Virus
- : Section 8 Company
- : types of capital
- : Doctrine Of Indoor managemet & its exception
- : Memorandum of Association( 200% )
- : Companied based on control
- : OPC and rules regarding the same
- : Difference bet. company & partnership& llp

2(C) DIRECT QUESTION ( 6 MARKS )

- : Essential elements to form LLP
- : Winding-up of LLP
- : New Amendments Question ( highly chances )
- : Difference Between Question

3(A) Case Study Based Questions ( 7 MARKS ) / ( 3 & 4 ) marks( PARTNERSHIP ACT 1932 )

- : Expulsion of partner ( 99.99%)
- : liability of minor in a firm
- : Rights of Outgoing Partner
- : Transfer of partnership interest
- : Liability of deceased partner
- : Retirement of a partner

3(B) Case Study Based Questions ( 7 MARKS ) / ( 2 & 4 ) marks( COMAPNIES ACT 2013 )

- :Holding and Subsidiary
- :Guarantee Company & company having share capital
- :Government Company
- :Foreign Company
- :Subsidiary Company

**:Exceptions to Indoor Management**

**3(C) DIRECT QUESTION ( 6 MARKS )( INDIAN CONTRACT ACT 1872 )**

- : Consideration and rules**
- : Validity of Agreements without consideration**
- : Acceptance & its rules**
- : Contingent Contract**
- : quasi contract**
- : Misrepresentation & Fraud**
- : Discharge of contract with consent of both parties**
- : Difference Between Question**

**4(A) Case Study Based Questions ( 7 MARKS ) / ( 2 & 4 ) marks ( INDIAN CONTRACT ACT 1872 )**

- : Liability of Joint Promisors**
- : Performance of contract & Sec 65 & 56**
- : Communication of acceptance( letter )**
- : Appropriation of payment**
- : Breach of contract ( section 73)**
- : Minor's position in acontract**
- : quasi contract**

**5(A) Case Study Based Questions ( 7 MARKS ) / ( 3 & 4 ) marks ( SOGA 1930)**

- : Appropriation of goods**
- : Condition and Warranties**
- : Caveat Emptor**
- : Doctrine of Caveat Emptor**
- : Implied Condition(89%)**
- : Transfer of property in goods**
- : Rights of Unpaid Seller**
- : sale by non owner (101%)**
- : Goods sold on approval basis**

**EXAMS**  
THE COMPLETE EXAMS GUIDE

**5(B) DIRECT QUESTION ( 7 MARKS ) / ( 3 & 4 ) marks( PARTNERSHIP ACT 1932 )**

- : Dissolution of partnership**
- : True test of partnership**
- : Settlement of accounts on dissolution**
- : liabilities of partners**
- : Misapplication by partner**
- : Dissolution of firm 4**
- : Consequences of nonregistration of firm**
- : Transfer of partnership interest**
- : Liability of deceased partner**
- : Retirement of a partner**

**5(C) DIRECT QUESTION ( 6 MARKS ) / ( 2 & 4 ) marks ( INDIAN CONTRACT ACT 1872 )**

- : Difference bet. question coercion , fraud , Undue Influence**
- : Contingent Contract**
- : quasi contract**
- : Misrepresentation & Fraud**
- : coercion / section ( 15,16,17,18,19,20and 21)**
- : Revocation of Offer**

### 6(C) DIRECT QUESTION ( 7 MARKS )

- : **Difference Between question ( sale vs hire purchase ) ( sale vs agreement to sale )**
- : **Sale by Non-Owner ( 101% )**
- : **Appropriation of goods**
- : **Rights of Unpaid Seller against goods ( right to lien & stoppage & resale )**
- : **Condition and Warranties**
- : **Caveat Emptor**

### IMPORTANT QUESTIONS LIST

### DIRECT QUESTION( 45 MARKS )

### INDIAN CONTRACT ACT 1872

Define consideration. What are the legal rules regarding consideration under the Indian Contract Act. Define the term Acceptance. Discuss the legal provisions relating to communication of Acceptance. What is Contingent Contract? Discuss the essentials of Contingent Contract as per the Indian Contract Act, 1872.

Define Misrepresentation and Fraud. Explain the difference between Fraud and Misrepresentation as per the Indian Contract Act, 1872.

State the grounds upon which a contract may be discharged under the provisions of the Indian Contract Act, 1872.

Difference Between Contingent and wagering contract

### SOGA1930

What is meant by delivery of goods under the Sale of Goods Act, 1930? State various modes/forms of delivery

What is the Doctrine of "Caveat Emptor"? What are the exceptions to the Doctrine of "Caveat Emptor"? (200%)

Distinguish between a 'Condition' and a 'Warranty' in a contract of sale.

When shall a 'breach of condition' be treated as 'breach of warranty' under the provisions of the Sale of Goods Act, 1930? Explain.

Nemo Dat Quod Non Habet" – "None can give or transfer goods what he does not himself own." Explain the rule and state the cases in which the rule does not apply under the provisions of the Sale of Goods Act, 1930. (200%)

**Discuss the essential elements regarding the sale of unascertained goods and its appropriation as per the Sale of Goods Act, 1930.**

Difference Between Sale And Agreement TO sale (v.v.v.v.)

### PARTNERSHIP ACT 1932

What is the conclusive evidence of partnership? State the circumstances when partnership is not considered between two or more parties. ( mutual agency)

Can a partner be expelled? If so, how? Which factors should be kept in mind prior to expelling a partner from the firm by the other partners according to the provision of Indian Partnership Act, 1932?

Minor Rights And his Liabilities(200%)

"Indian Partnership Act does not make the registration of firm's compulsory nor does it impose any penalty for non-registration." In light of the given statement, discuss the consequences of non-registration of the partnership firms in India. Also, explain the rights unaffected due to non-registration of firms.

Difference Between Partnership VS (.....)  
dissolution of a partnership firm By court

### COMAPNIES ACT 2013

The Memorandum of Association is a charter of a company". Discuss. Also explain in brief the contents of Memorandum of Association.(300%)

What are the significant points of Section 8 Company which are not applicable for other companies? Briefly explain with reference to provisions of the Companies Act, 2013.

Doctrine Of Indoor managemet & its exception

OPC AND ITS RULES

SALOMON VS SALOMAN AND COMPANY CASE LAW

Tribunal RIGHTS ( UNEXPECTED QUESTION )

### LLP

Essential elements to form LLP

Winding-up of LLP

New Amendments Question ( highly chances )

Difference Between Question

Small LLP

