

Chapter 1 Introduction to Law and Business Law

1. What is procedural Law? [2] [2075]
2. Define Business Law. [2] [2074,
3. What is substantive law? [2] [2073]
4. State any two nature of Law. [2]
5. Distinguish between substantive law and procedural Law. [2] [6]
6. What is legislation? [2]
7. When does a custom become a binding source of law? [2]
8. State and explain the characteristics of Nepalese business law. [10] [2075, 2073]
9. Explain the law classifies on the basis of nature of law. [10] [2074]
10. Explain the major sources of business law. [10] [2070]
11. Explain importance of business law. [10] [15] [2068]
12. Discuss the various types of law. [10]
13. "The law is the king of the kings and more powerful and rigid than they: nothing can be mightier than law by whose aid, even a weak may prevail over the strong." Comment the statement in the light of nature and function of law. [15]

Chapter 2 General Law and Contract

1. What is precedent? [2] [2075]
2. What is contract? [2] [4] [5] [2074] [2066]
3. List the group of persons suffered by incapacity to contract. [2]
4. When consent is treated as free? [2]
5. What is void agreement? [2]
6. When an agreement is enforceable by law? [2]
7. What are void contract? [3] [2067]
8. Explain the contracts that are declared as expressly void [7] [2067]
9. Discuss nature and functions of contract. [10]
10. "All contracts are agreements but all agreements are not contract." Discuss. [10]
11. Discuss essentials of valid contract. [15] [2066][20] [2059]
12. Discuss major provisions of Nepal Contract Act. [20] [2065]
13. When is an offer treated as accepted? [2] [2075]
14. What is cross offer? [2] [2074]
15. When communication of offer completes? [2] [2073]
16. State any three characteristics of offer and acceptance. [2]
17. What is general offer? [2]
18. Who is offeror and offeree? [2]
19. What is acceptance? [5] [2075]
20. Explain the rules regarding acceptance. [10] [2075][2064]
21. Explain the rules regarding a valid offer. [10] [2070][2064]
22. What is revocation of offer? On what ground does an offer⁴ is revoked? [5+5] [2058]
23. Who can accept an offer? [5] [2074]
24. Is there any limit of time after which offer and acceptance cannot be revoked?
25. State any three rules of consideration. [2] [2074]
26. What is consideration? [2] [2073] [3] [2068] [4] [2057] [2073]
27. State any three features of consideration. [2]
28. State two effects of the doctrine of privity of contract. [2]
29. When consideration becomes illusory or not real? [2]
30. State two cases where past consideration amounts a valid consideration. [2]
31. Why is consideration considered as an important element of a valid contract? [2] [2070]

32. Explain the circumstances where a contract becomes valid without consideration. [7][6] [2057]
33. Describe the rules regarding consideration. [7] [2068] [89] [2073]
34. Explain types of consideration. [5] [2073]
35. Discuss the doctrine of consideration and its exceptions with suitable examples. [20] [2058]
36. 'Ex Nudo Pacto Non-oritur Actio.' Comment the maxim in the right of need for consideration and examine the exception to this rule. [15]
37. Who is alien enemy? [2] [2075]
38. What is contractual capacity? [2] [2074][3] [2069] [5] [2073]
39. Give the list of persons incapable to make a valid contract. [2]
40. Why minor are incapable? [2]
41. What is necessities? [2]
42. Describe the rules regarding minor's agreement. [7] 2069]
43. Who is a competent party to a contract? Describe the rules regarding an agreement made by a minor. [7] [2067]
44. Why minors are saved from contractual obligation? [3]
45. Discuss effects of minority in a contract. [10]
46. When is a minor liable on a contract for necessities. [10]
47. Discuss the circumstances in which incapable persons are liable. [10] [2073]
48. Explain the legality of minor's agreement with exceptional cases where minor can be held liable for his contracts. [15]
49. Mention any two importance of free consent. [2] [2075]
50. When consent becomes free? [2] [2074]
51. Differences between coercion and undue influence. [2] [10] [2062]
52. State the vitiating elements of a free consent. [2]
53. What is free consent? [3] [2065]
54. Explain importance of free consent in the formation of a valid contract. [7] [2065]
55. What is fraud? Describe the effect of fraud on the validity of a contract. [3+7] [2064]
56. Can silence be fraudulent? What remedies are available to a party who has been induced to enter into an agreement by fraud? [4+6] [2056]
57. What is mistake? Examine the effect of bilateral mistake in the validity of a contract. [3+7]
58. Discuss the circumstances that do not make a consent free. [15] [2074]
59. Explain the importance of free consent. Explain the vitiating elements of a free consent with suitable examples. [15]
60. When a consent given is presumed to be free? Define and discuss the effects of different kinds of mistake in a contract. Give suitable examples to illustrate your answer. [15]
61. Why minors are incapable [2] [2075]
62. State any two situations of legality of object. [2] [2075]
63. Distinguish between void and illegal agreement. [2] [2074]
64. State four legal effects of agreements with minor. [2] [2073]
65. Why minors are in capable? [2] [2073]
66. State any two situations of legality of object. [2] [2073]
67. When is an object and consideration treated as lawful? [2]
68. Importance of legality of object. [2]
69. Examples of immoral agreement. [2]
70. Effect of illegality. [2]
71. What are voidable agreements? Explain the legal effects of voidable agreements. [5+5][2060]
72. Meaning of lawful object in a law of contract. [5+5][2059]
73. Distinguish between void agreement and voidable contract. [10] [2058]
74. When the consideration and the object of an agreement are treated unlawful? [20]

75. "An agreement is restraint of trade is void". Examine this statement mentioning exceptions if any. [15]
76. "An agreement to be a valid contract must be enforceable by law." Examine this statement with reference to the essential elements of a valid contract. [15]
77. Discuss and examine critically the doctrine of public policy. State and explain the agreement opposed to the public policy with suitable examples. [15]
78. Examine the importance of legality of object and discuss the various types of unlawful agreements and their effects. [15]
79. Define contingent contract. [2] [2074][3][2062] [5]
80. Give two differences between a contingent contract and a wagering agreement. [2] [2073][10]
81. State any three features of a contingent contract. [2]
82. What is the effect of supervening impossibility in a contingent contract? [2]
83. What is the effect of impossible event in a contingent contract? [2]
84. What is wagering contract? How is it formed? [5+5] [2059]
85. Explain the rules governing a contingent contract. [7] [2062]
86. What is Wager? [3] Examine its effects. [7]
87. What are the rules regarding its performance? [5]
88. State the basis of contract. [2]
89. Illustrate the doctrine of unjust enrichment. [2]
90. Who is finder of lost goods? [2]
91. Define the term quantum meruit. [2]When does the claim on quantum meruit arise? [10]
92. What is quasi contract? [3][10] [2060] explain the rules regarding quasi contract. {7} [2070]
93. What is actual performance? [2] [2075]
94. Importance of performance. [2]
95. What is tender or offer to perform? [2]
96. Define attempted performance. [2]
97. Who is bound to perform the contract? [2]
98. Can a contract be assigned by the parties to a contract? [2]
99. What is assignment of contract? Explain the rules regarding assignment of contract. [3+7] [2067]
100. Discuss the provisions relating to the performance of contract. [10] [2059]
101. Who can perform the contract? Discuss the other persons than the promisor who can perform the contract. [4+6]
102. What is performance of contract? Discuss the circumstances where a contract need not be performed. [4+16] [2069]
103. Discuss importance and rules regarding the performance of contract. [10+10] [2061]
104. State the requisites of a valid tender to perform. [2]
105. What do you mean by novation? [2]
106. What is anticipatory breach? [2]
107. How a contract is discharged by merger? [2]
108. What is supervening impossibility? [2]
109. What do you mean by offer or tender to perform? State the essentials of a valid tender. Discuss the effects of refusal to accept a valid tender. [3+7]
110. Discuss the cases where the rule of supervening impossibility does apply. [7]
111. Discuss with examples the various form of agreements by which a contract is discharged. [3+7]
112. Discuss the various modes in which a contract may be discharged. [20] [2068]
113. Discuss the case of impossibility of performance as a mode that discharges the contract. [15]
114. Does supervening impossibility excuse the promisor from performing the contract in all cases? Discuss and explain the cases where the promisor is excused from his obligations from performing them and the cases he is not excused. [15]
115. Define quantum meruit. [2]

116. State the requisites for a special damage. [2]
117. State the grounds for specific performance. [2]
118. What do you mean by injunction? [2]
119. What is liquidated damages? [2]
120. What remedies are available to an injured party in case of breach of contract? Explain. [10] [2065][8] [2055]
121. What is breach of contract? Distinguish between an actual breach and anticipatory breach. [3+7][8][2055]
122. What is damages? Discuss the various rule regarding damages. [10]
123. In what circumstances an injured party can claim remedy on the basis of quantum meruit. [10]
124. Discuss with suitable illustrations the various remedies available to a party in case of breach of contract. [20] [2062]
125. Why is it necessary to perform a contract? [5] Explain the legal consequence of not performing a contract. [15]

Chapter 3 Bailment

1. When a bailment becomes gratuitous? [2]
2. What do you understand by subrogation? [2]
3. State two cases when a non-owner makes a valid pledge. [2]
4. When pledge by finder of lost goods becomes valid? [2]
5. Who is finder of lost goods? Explain the rights and duties of a finder. [10] [2073] [2068][2063]
6. Explain the rights and duties of a pawnee and a pawnor. [5+5] [2070][2063]
7. Explain the rights and duties of a bailor under bailment contract. [5+5] [2069]
8. What is pledge? Explain the legal effect of pledge by a non-owner. [3+7][2068]
9. What is contract of bailment? [3] [2067]
10. Who is bailee? Explain the duties of bailee. [3+7] [2066][2061]
11. What a pledge of goods made by a person who is not the real owner is valid and binding? Explain and illustrate. [10] [2065]
12. Who is a bailor? What are his rights? [4+6] [2058]
13. What is pledger? Explain essentials of a valid pledge? [4+6]
14. What is pledge? Discuss the cases with example where a non-owner can make a valid pledge. [15] [2075]

Chapter 4 Contract of Agency

1. What is contract of Agency? Explain the modes of creating agency. [10] [2075]
2. What is agency by ratification? Explain conditions for valid ratification. [10] [2074] [4][6] [2057]
3. What is a sub-agent? Distinguish it from a substitute agent. [10] [2073][2066]
4. State and explain the different modes of creating a contract of agency. [10][2070]
5. Who is an agent? Explain duties of an agent towards the principal. [3+7] [2069][2064]
6. Explain the procedures of registration of agency in Nepal. [10] [2069]
7. When is an agency terminated? Explain. [10] [2068]
8. How an agency is created? Differentiate between subagent and a substituted agent. [3+7] [2067]
9. When may an agent appoint sub-agent. [7] [2066]
10. Define principal. [3][2064]
11. What is agency? Describe when an agency is terminated. [3+7] [2064]
12. Highlight the nature of agency and explain the rights and duties of agent. [3+7] [2063]
13. Describe the effect of non- registration of agency in Nepal. [5] [2062]
14. Comment and state the circumstances where an agent delegates his authority with difference between sub-agent and substituted agent. [15]
15. Point out different types of agent. [2]

16. Essentials of agency. [2]
17. What is the position of agent? [2]
18. What is del-credere agent? [2]
19. Explain the agency by estoppels. [2]
20. When can an agent delegate his authority? [2]
21. When an agency becomes irrevocable. [2]

Chapter 5 Contract of Sale of Goods

1. Explain the rights and duties of unpaid seller. [10] [2075][7] [2069][16][2065]
2. What is warranty? What implied warranties are applied in a contract of sale of goods? Explain. [10] [2074]
3. Explain the rules regarding the performance of contract of sale of goods. [10] [2073][10] [2068][2059]
4. Who is an unpaid seller? [5] [2069][5][2065]
5. Distinguish between conditions and warranties in a contract of sale. [10] [2067]
6. When does a non owner of goods can transfer a valid ownership to the buyer? [10][2064][10][2056]
7. Define goods. Distinguish between specifics and unascertained goods. [3+7][2063]
8. Define sale of goods.[3]
9. What are essentials of a valid contract for the sale of goods?[10][2057]
10. What is 'Caveat emptor'? Are there any exceptions to its application to the sale of goods? [10] [2055]
11. How is contract of sale made? How does the ownership transfer in a contract of sale of goods? Discuss. [5+15] [2070]
12. Define delivery. Discuss the rules regarding delivery under the contract of sale of goods. [5+15][2064]
13. "No one can give that what one has not got". How does this principle apply in the case of sale of goods? Discuss. [20]
14. When does a condition transform into a warranty?[2]
15. What do you understand by merchantability? [2]
16. Define the term caveat emptor. [2]
17. What is constructive delivery? [2]

Chapter 6 Contract of Carriage

1. Explain carriage of goods. [2] , private carrier [2][3][2070], bill of lading [2] [4][2058]airway bill [2][3][2069].
2. Define contract of affreightment and describe its classification of carrier under it. [10] [2074][3+7][2067][3][2065]
3. Differentiate between public carrier and private carrier. [7] [2070]
4. Explain major documents relating to carriage by air. [7][2069]
5. Who is a common carrier? Describe rights and duties of a common carrier. [3+7] [2066]
6. Explain the implied conditions in contract for the carriage of goods by sea. [7][2065]
7. Describe characteristics of bill of lading. [6] [2058]
8. What is a charter party? What matters are dealt with by the clauses of a charter party? [4+6] [2058]
9. Why is it important to study the law relating to carriage? What are the rights commonly possessed by a common carrier? [4+6][2055]
10. Explain importance of law of carriage. [15]
11. Discuss the incoterms 2010 along with their importance in the area of delivery of goods by the carrier. [15]
12. Give the concept of incoterms 2010 and discuss the universal incoterms and the incoterms applying only to sea and inland water way transport. [15]

Chapter 7 Law of Negotiable Instruments

1. Explain the privileges of a holder in due course.[15]
2. What is negotiable instrument? Explain the features of a negotiable instrument. [10] [2075]
3. Define promissory notes and distinguish it from bill of exchange. [20] [2073]
4. Explain characteristics of promissory note.[10]

5. Explain characteristics of negotiable instrument. [10]
6. What is bill of exchange? Explain its characteristics. [4+6]
7. Who is holder in due course? Discuss his privileges. [3+7]
8. Who is a holder? [2]
9. Who is a drawee? [2]
10. What is material alteration? [2]
11. What are the presumptions applied to a negotiable instrument? [2]

Chapter 8 Law of Company and Insolvency

1. Explain limited liability. [2]
2. What includes by a special resolution. [2]
3. What is quorum? [2]
4. Who is an auditor? [2]
5. Who is liquidator? [2]
6. Explain rights and power of auditor under Company Act 2063 of Nepal. [10] [2074][2065][2064]
7. State the legal importance of company meetings and explain when can an extra-ordinary general meeting to convened. [3+7] [2070]
8. What are company meetings? Explain the procedures of annual general meeting of a company. [3+7] [2069][2067]
9. What is a special meeting? When and how such meeting is conducted in a company? [3+7] [2068]
10. State and explain the modes of winding up of a company in Nepal. [10] [2066][2061]
11. What are various types of company meetings? Explain the provisions of Company Act in relation to extraordinary general meeting. [5+5][2066][2063]
12. Describe the procedure relating to the incorporation of a company in Nepal.[10] [2065]
13. Explain the provisions of company Act. [5] [2064]
14. Explain the major provisions of Nepal Contract Act. [10] [2063]
15. Distinguish between ordinary and extra ordinary general meetings. [7] [2063]
16. Define the term minutes and explain the provisions regarding the keeping of minutes. [3+7] [2062][2060]
17. State the functions duties and power of liquidator.
18. Explain the reconstruction program of a company.
19. Explain features of Insolvency Act 2002. Discuss procedure of insolvency of company. [15][2075]
20. Discuss appointment, rights and duties of an auditor under the Companies Act, 2063. [15]
21. State how an insolvency proceeding commence under the insolvency Act, 2063. [15]

Chapter 9 Arbitration

1. Mention features of arbitration. [2][2075]
2. What is arbitral tribunal? [2] [2074]
3. What is arbitration? [2][2073][3] [2075][2068][2066][2065][2064][2063][2061][2059][10][2060]
4. What is arbitration agreement? [2]
5. What is UNCITRAL? [2]
6. State any two matters which cannot be referred to arbitration. [2]
7. How an award is extended? [2]
8. Explain what may be referred to arbitration. [7][2075]
9. Who is an arbitrator? Explain the power and duties of an arbitrator. [3+7] [2070][2069][2063][2073]
10. Explain importance of arbitration to business community. [7] [2068][6][2066]
11. Explain provisions of arbitration relating to Madhyasthata Ain in Nepal.[10][2065][7][2064]
12. Who can refer disputes to arbitration? Also explain what may be referred to arbitration. [5+5] [2062][2061][2059]
13. What is award? State the matters to be included in the award. [3+7]

14. State the provision relating to appeal to the award and its execution. [10]
15. How an award given by an arbitrator can be made void? [2073][5][2067]
16. Who can appoint an arbitrator? [5] [2067]
17. Who can refer to arbitration? [10] [2060]
18. Who can be appointed as an arbitrator? Discuss the provision relating to the appointment and removal of arbitrator provided by the Arbitration Act 2055. [15]

Chapter 10 Indemnity and Guarantee

1. State and explain the conditions under which a surety is discharged. [10][2074]
2. What is a contract of guarantee? [3] [2070][2062][2075] explain the types of guarantee. [10] [2073]
3. Differentiate between a contract of indemnity and a contract of guarantee. [3+7] [2070]
4. Explain contract of indemnity.[3][2066] [2064]Explain rights and duties of indemnifier. [7][2069][7][2066]
5. Who is a surety?[2060] Explain rights and duties of surety under a contract of guarantee. [3+7][2068][10][2063]
6. Explain the conditions under which a surety is discharged.[10][2065][2062][2060][2055][2075]
7. Explain rights and duties of indemnifies and indemnity holder.[7][2064]
8. Distinguish between promissory note and bills of exchange. [10][2060]

