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SCANNER® Notes

CMA FOUNDATION · PAPER 1 · FUNDAMENTALS OF BUSINESS LAWS AND BUSINESS COMMUNICATION

Scanner Notes 2.0

Complete Paper · Student Notes for the whole of Paper 1

5 Chapters · 36 Blocks · 1435 Classified Questions · 1132 Marks

Built from the Shuchita CMA Foundation Scanner, 2026 July edition (Thirtieth), and its printed front matter.

How to use this booklet

Work block by block. Start with the "Read first" line, which sends you to the CHEAT SHEET your Scanner already prints for that block — this booklet does not repeat it. Then read the NOTES panel, which carries only what the CHEAT SHEET does not: what the examiner has actually asked, and where the marks are lost.

Then prepare level by level. Each level names the **skill the question calls for** and lists the exact Scanner questions to practise at that level.

Question lines show: **printed section · sitting · question number · marks · Scanner page**, then the section again in the column beside it and the **difficulty** of the question. **PYQ** is a past-year question, **MQP** a Mock Question Paper question, **MODEL** a Model question. All are printed in your Scanner; nothing here is invented.

The heading above each group names the skill — **REMEMBERING**, **UNDERSTANDING**, **APPLYING**, **ANALYSING**. Every Foundation question is an objective, so the band is read from what the question gives you and what it asks you to do between the stem and the options. **ICMAI publishes no skill-assessment grid** for the Foundation papers, so no weighting is implied here on the Institute's

behalf.

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STUDY PRIORITY GUIDE

Block Ranking — Exam Weightage

Read first: Every block of this paper is ranked below by its share of the **1132 marks** carried by the 1435 questions the Scanner prints, 2026 July Edition — and graded A, B or C on cumulative coverage. The ranking is weighted on **marks, not on question counts**: every past-year question in this paper prints its marks, so the weighting rests on a printed figure. **Category A (ranks 1–10)** covers the first 60% of the paper's marks: with the passing standard at 40% and an aggregate of 50%, a student who prepares the A-blocks to full command holds a clear margin. **Category B (ranks 11–15)** adds the next 15%, taking coverage to about 75%. **Category C (ranks 16–36)** is the remaining 25%, a long tail that is slower to mine and largely covered while preparing A and B. **IMP.** is the Scanner's own Importance grade for that block, and **Pg.** cross-references the page on which the block's notes begin.

#	CAT.	IMP.	CHAPTER	BLOCK	SHARE	CUM.	PG.
1	A	A	Indian Contract Act, 1872	2.1 Essential Elements of Contract, Types of Contract & Offer and Acceptance	10.7%	10.7%	21
2	A	B	Indian Contract Act, 1872	2.4 Capacity of Parties & Free Consent	8.7%	19.3%	38
3	A	A	Negotiable Instruments Act, 1881	4.2 Definitions of Promissory Note, Cheque & Bill of Exchange	8.0%	27.3%	89
4	A	C	Indian Contract Act, 1872	2.3 Consideration, No Consideration No Contract & Legality of Object	7.0%	34.3%	33
5	A	B	Sale of Goods Act, 1930	3.2 Transfer of Ownership	6.0%	40.3%	67
6	A	B	Negotiable Instruments Act, 1881	4.1 Characteristics of Negotiable Instruments	5.7%	46.0%	84
7	A	C	Sale of Goods Act, 1930	3.1 Definition	4.9%	51.0%	62
8	A	C	Indian Contract Act, 1872	2.5 Quasi Contract & Contingent Contract	4.0%	54.9%	45
9	A	B	Sale of Goods Act, 1930	3.5 Performance of Contract of Sale	3.9%	58.8%	77
10	A	C	Sale of Goods Act, 1930	3.4 Conditions & Warranties	3.4%	62.2%	74
11	B	D	Business Communication	5.4 Types of Business Communication	3.0%	65.2%	110
12	B	C	Indian Contract Act, 1872	2.2 Void & Voidable Agreements	2.8%	68.0%	30
13	B	C	Indian Contract Act, 1872	2.6 Performance of Contract	2.7%	70.8%	49
14	B	D	Business Communication	5.2 Features of Effective Business	2.5%	73.2%	104

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#	CAT.	IMP.	CHAPTER	BLOCK	SHARE	CUM.	PG.
				Communication			
15	B	C	Indian Contract Act, 1872	2.9 Discharge of Contracts	2.5%	75.7%	56
16	C	C	Introduction	1.2 Legislative Process in India	2.5%	78.2%	12
17	C	C	Introduction	1.1 Sources of Law	2.4%	80.6%	8
18	C	C	Sale of Goods Act, 1930	3.6 Rights of Unpaid Seller	2.3%	82.9%	80
19	C	D	Negotiable Instruments Act, 1881	4.4 Crossing – Meaning, Definition & Types of Crossing	2.3%	85.2%	98
20	C	C	Introduction	1.3 Legal Methods & Court System in India	2.2%	87.4%	15
21	C	D	Business Communication	5.7 Writing and Drafting for Business Audiences	1.8%	89.1%	123
22	C	D	Sale of Goods Act, 1930	3.3 Essential Conditions of a Contract	1.8%	90.9%	72
23	C	D	Indian Contract Act, 1872	2.10 Breach of Contracts & Remedies for Breach of Contracts	1.5%	92.4%	59
24	C	C	Business Communication	5.3 Process of Communication	1.4%	93.8%	107
25	C	D	Negotiable Instruments Act, 1881	4.5 Dishonour of Cheques (Section 138)	1.2%	95.1%	100
26	C	D	Business Communication	5.11 Use of Graphics and References for Business Communication	1.1%	96.1%	134
27	C	C	Business Communication	5.5 Internet Based Business Communication	0.9%	97.0%	118
28	C	D	Business Communication	5.9 Barriers of Communication	0.7%	97.7%	130
29	C	D	Business Communication	5.8 Intercultural and International Business Communication	0.7%	98.4%	129
30	C	D	Indian Contract Act, 1872	2.7 Meaning of Indemnity, Pledge, Guarantee & Agency	0.7%	99.1%	52
31	C	D	Negotiable Instruments Act, 1881	4.3 Difference Between Promissory Note, Bill of Exchange & Cheque	0.2%	99.3%	95
32	C	D	Business Communication	5.6 Do's and Don'ts of Communication Through Social Media	0.2%	99.5%	120
33	C	D	Indian Contract Act, 1872	2.8 E-Contracts & E-Signatures - Meaning & Requirements	0.2%	99.6%	53
34	C	D	Introduction	1.4 Primary & Subordinate Legislation	0.2%	99.8%	18
35	C	D	Business Communication	5.10 Legal Aspects of Business Communication	0.2%	100.0 %	133
36	C	D	Business Communication	5.1 Introduction to Business	0.0%	100.0	102

#	CAT.	IMP.	CHAPTER	BLOCK	SHARE	CUM.	PG.
				Communication		%	

> Share % is a marks signal drawn from the Scanner — what the examiner has actually paid for. The **Importance** grade (A–D) printed against each Chapter heading is the **Scanner's own**, taken from the IMP. column of the Scanner's own contents page — the strongest grade any block in the chapter carries. The two measure different things, and where they diverge, prepare to the higher of the two standards. No Foundation block prints a frequency table, so nothing is declared that the book does not also ask.

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CHAPTER 1

Introduction

4 Blocks · 131 Classified Questions · 82 Marks · Importance: C

SKILL REQUIRED share of the chapter's 82 marks — this chapter reads **weighted towards recall and explanation**

Applying	10%	8 of 82 marks · 16 questions
Understanding	16%	13 of 82 marks · 22 questions
Remembering	74%	61 of 82 marks · 93 questions

Pure recall, and mostly numbers — Article numbers, part numbers, dates, counts of judges. Make one sheet of them and read it before every attempt; there is nothing else in this chapter to prepare.

Sources of Law

CMAL1P1-C1-B1.1 · IMPORTANCE C · SCANNER PAGE 1 · 51 QUESTIONS

Read first The CHEAT SHEET at the head of block 1.1 in your Scanner, pages 1 to 7. These notes do not repeat it.

NOTES

The sources of law — the standing answer to "what are the sources of law?" is the long option: the **Constitution of India, judicial precedents, customary laws, statutes and ordinances**. An option naming only the Constitution, or only Acts of Parliament, is never right. **Opinion of lawyers is not a source**; neither is **practice**.

Custom	the **most ancient** source of Indian law. **Legal** customs are **enforced by the State** — "customs **having** sanction"; **conventional** customs are **non-obligatory**, observed under the pressure of public opinion — "customs **without** sanction". A **local** custom prevails in a particular locality; a **general** custom runs through the land
Precedent	a **set pattern for guiding future conduct** — the guidance or authority of **past decisions of the court**. The rule that a court decision binds future cases is the **doctrine of stare decisis**
Statute	an Act passed by Parliament or a State Legislature
Personal law	**Hindu and Mohammedan law** — customs and religious beliefs **now codified**. In a Hindu or

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	Muslim family business, family property is divided by **their own personal laws**
Equity	the law **administered by the Chancellor**

A valid custom must be **immemorial (ancient)**, **certain**, **reasonable**, **continuously and peaceably enjoyed**, **compulsorily observed**, and **in conformity with law and public morality**. So the answer to "a custom must **not** be —" is **uncertain**.

Hindu law sources. Shruti — the **four** Vedas. **Smriti** — **Manu, Yajnavalkya, Narada**. **Shruti is not a Smriti**, which is why "find the odd one out" among Manu, Yajnavalkya, Shruti and Narada is answered **Shruti**. The primary source is **the Vedas and the Smritis together** — the "both (a) and (c)" option. **Custom has a very inferior place in Mohammedan law.**

Kinds of precedent. Declaratory — merely the **application of an already existing rule** (**Salmond's** phrase). **Original** — **creates and applies a new rule**. **Authoritative** — binding. **Persuasive** — not binding but of value. **Absolutely authoritative precedents create law for the whole country.** Where **co-equal benches** conflict, the **later** decision prevails.

Branches of law: constitutional, administrative, civil, criminal, **mercantile (commercial)**. **Mercantile law is the branch that governs the commercial activities of the people.**

Supreme Court decisions are reported in AIR and SCC — both, not one. **ITR is not a law report of general decisions.**

Intra vires — **within the power**. **Ultra vires** — beyond it.

Elements of law: command, duty and sanction — the "all of the above" option.

APPLYING one step of arithmetic, or one substitution

MODEL — · Q 13 · no marks printed · p 8 — **MODEL** model set — **Easy**

UNDERSTANDING a concept told apart from its neighbours

- Declaratory applies an old rule; original makes a new one. Read the stem for the words "already existing" or "new" and the answer follows.
- Customs having sanction are the legal and conventional ones the State will enforce; customs without sanction rest on public opinion alone.

MODEL — · Q 4 · no marks printed · p 7 — **MODEL** model set — **Easy**

MODEL — · Q 8 · no marks printed · p 7 — **MODEL** model set — **Easy**

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MODEL — · Q 11 · no marks printed · p 8	MODEL model set	Easy
MODEL — · Q 22 · no marks printed · p 9	MODEL model set	Easy
MODEL — · Q 24 · no marks printed · p 9	MODEL model set	Easy
PYQ 2014-Jun · Q 1 · 1 mark · p 11	PYQ	Easy
PYQ 2024-Jun · Q 2 · 2 marks · p 15	PYQ	Easy
PYQ 2025-Jun · Q 2 · 2 marks · p 15	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 16	PYQ	Easy

REMEMBERING one printed fact, recalled

- The five sources with one line each, and the six tests of a valid custom. Between them they are more than half the block.
- Shruti = 4 Vedas; the three Smritis are Manu, Yajnavalkya and Narada. Both come up as bare recall.
- AIR and SCC, together. The question has been set at least three times with the options shuffled.

MODEL — · Q 1 · no marks printed · p 7	MODEL model set	Easy
MODEL — · Q 2 · no marks printed · p 7	MODEL model set	Easy
MODEL — · Q 3 · no marks printed · p 7	MODEL model set	Easy
MODEL — · Q 5 · no marks printed · p 7	MODEL model set	Easy
MODEL — · Q 6 · no marks printed · p 7	MODEL model set	Easy
MODEL — · Q 7 · no marks printed · p 7	MODEL model set	Easy
MODEL — · Q 9 · no marks printed · p 7	MODEL model set	Easy
MODEL — · Q 10 · no marks printed · p 8	MODEL model set	Easy
MODEL — · Q 12 · no marks printed · p 8	MODEL model set	Easy
MODEL — · Q 14 · no marks printed · p 8	MODEL model set	Easy

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MODEL — · Q 15 · no marks printed · p 8	MODEL model set	Easy
MODEL — · Q 16 · no marks printed · p 8	MODEL model set	Easy
MODEL — · Q 17 · no marks printed · p 8	MODEL model set	Easy
MODEL — · Q 18 · no marks printed · p 8	MODEL model set	Easy
MODEL — · Q 19 · no marks printed · p 9	MODEL model set	Easy
MODEL — · Q 20 · no marks printed · p 9	MODEL model set	Easy
MODEL — · Q 21 · no marks printed · p 9	MODEL model set	Easy
MODEL — · Q 23 · no marks printed · p 9	MODEL model set	Easy
MODEL — · Q 25 · no marks printed · p 9	MODEL model set	Easy
MODEL — · Q 26 · no marks printed · p 9	MODEL model set	Easy
MQP 2025-Jun S1 · Q 1 · no marks printed · p 10	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 2 · no marks printed · p 10	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 3 · no marks printed · p 10	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 4 · no marks printed · p 10	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 5 · no marks printed · p 11	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 6 · no marks printed · p 11	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 7 · no marks printed · p 11	MQP mock paper	Easy
PYQ 2015-Jun · Q 1 · 1 mark · p 12	PYQ	Easy
PYQ 2015-Dec · Q 1 · 1 mark · p 12	PYQ	Easy
PYQ 2014-Jun · Q 2 · 1 mark · p 12	PYQ	Easy
PYQ 2015-Jun · Q 2 · 1 mark · p 12	PYQ	Easy

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PYQ 2014-Jun · Q 3 · 1 mark · p 12	PYQ	Easy
PYQ 2017-Jun · Q 1 · 1 mark · p 13	PYQ	Easy
PYQ 2019-Dec · Q 1 · 1 mark · p 13	PYQ	Easy
PYQ 2019-Dec · Q 2 · 1 mark · p 13	PYQ	Easy
PYQ 2023-Jun · Q 1 · 2 marks · p 14	PYQ	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 14	PYQ	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 14	PYQ	Easy
PYQ 2025-Jun · Q 1 · 2 marks · p 15	PYQ	Easy
PYQ 2025-Jun · Q 3 · 2 marks · p 15	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 16	PYQ	Easy

Legislative Process in India

CMAL1P1-C1-B1.2 · IMPORTANCE C · SCANNER PAGE 17 · 27 QUESTIONS

> **Read first** The CHEAT SHEET at the head of block 1.2 in your Scanner, pages 17 to 20. These notes do not repeat it.

NOTES

The Article numbers. Learn them as a list — they are asked as bare numbers.

Article 107	**introduction of a Bill** in Parliament
Article 123	the **President's power to make an Ordinance**
Article 141	the law declared by the **Supreme Court is binding on all courts**
Article 245	**empowers the legislature to make laws**
Article 254	**inconsistency** between laws made by Parliament and by a State Legislature

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Article 368	**amendment** of the Constitution

Part III	**Fundamental Rights**
Part IX	**Panchayati Raj**
Part IX A	**Municipalities**

The Constitution. Its structure is **federal** — India is called **quasi-federal** because the Centre is stronger than a true federation allows. It was **passed by the Constituent Assembly on 26 November 1949** and **came into force on 26 January 1950**. Both dates are asked, and the options always contain the other one.

Parliament consists of **the President, the Council of States (Rajya Sabha) and the House of the People (Lok Sabha)** — the President is part of it. Its **function is to make laws**. The **House of the People is the Lok Sabha**.

Bills. A proposal in Parliament is a **Bill**; it becomes an **Act on the assent of the President of India**. A **Money Bill is introduced in the Lok Sabha** only. A **Private (Private Member's) Bill is one introduced by a member other than a Minister** — not by a private citizen and not by a company.

The lists. Subjects on which **both Centre and State** may legislate are in the **Concurrent** List.

Legislation is the last stage of law making, which is why the jurist becomes more important than the legislator at that point.

APPLYING one step of arithmetic, or one substitution

MODEL — · Q 1 · no marks printed · p 21	MODEL model set	Easy
MQP 2024-Jun · Q 2 · no marks printed · p 22	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 7 · no marks printed · p 23	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 9 · no marks printed · p 23	MQP mock paper	Medium
PYQ 2023-Jun · Q 1 · 2 marks · p 24	PYQ	Easy
PYQ 2023-Dec · Q 2 · 2 marks · p 24	PYQ	Easy

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UNDERSTANDING a concept told apart from its neighbours

- A Private Bill is defined by **who moves it** — any member who is not a Minister. Options offering a private citizen or a private company are traps set in three different sittings.

REMEMBERING one printed fact, recalled

- Six Article numbers and three Part numbers. Write them on one line and read that line before every attempt — they are close to half this block.
- 26 November 1949 passed, 26 January 1950 in force. The examiner always offers both.

MODEL — · Q 2 · no marks printed · p 21	**MODEL** model set	Easy
MODEL — · Q 3 · no marks printed · p 21	**MODEL** model set	Easy
MODEL — · Q 4 · no marks printed · p 21	**MODEL** model set	Easy
MQP 2024-Jun · Q 1 · no marks printed · p 22	**MQP** mock paper	Easy
MQP 2024-Jun · Q 3 · no marks printed · p 22	**MQP** mock paper	Easy
MQP 2024-Dec S1 · Q 4 · no marks printed · p 22	**MQP** mock paper	Easy
MQP 2024-Dec S1 · Q 5 · no marks printed · p 22	**MQP** mock paper	Easy
MQP 2024-Dec S1 · Q 6 · no marks printed · p 23	**MQP** mock paper	Easy
MQP 2025-Dec S1 · Q 8 · no marks printed · p 23	**MQP** mock paper	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 24	**PYQ**	Easy
PYQ 2023-Jun · Q 2 · 2 marks · p 24	**PYQ**	Easy
PYQ 2023-Jun · Q 3 · 2 marks · p 24	**PYQ**	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 25	**PYQ**	Easy
PYQ 2024-Dec · Q 1 · 2 marks · p 25	**PYQ**	Easy
PYQ 2024-Jun · Q 2 · 2 marks · p 25	**PYQ**	Easy
PYQ 2024-Dec · Q 2 · 2 marks · p 25	**PYQ**	Easy

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PYQ 2024-Dec · Q 3 · 2 marks · p 25	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 26	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 26	PYQ	Easy
PYQ 2025-Dec · Q 2 · 2 marks · p 26	PYQ	Easy
PYQ 2025-Dec · Q 3 · 2 marks · p 26	PYQ	Easy

Legal Methods & Court System in India

CMAL1P1-C1-B1.3 · IMPORTANCE C · SCANNER PAGE 29 · 40 QUESTIONS

Read first The CHEAT SHEET at the head of block 1.3 in your Scanner, pages 29 to 34. These notes do not repeat it.

NOTES

The court structure, top to bottom.

Supreme Court	the **highest court of India**, established **28 January 1950**; **34 judges including the Chief Justice**; its decisions **bind every court and tribunal** (**Article 141**); it is **not bound by its own decisions**
High Court	a court of **co-ordinate jurisdiction**; its decisions **bind the subordinate courts under it** and are only of **persuasive** value in another High Court's territory
District Court	the **highest civil court in a district**
Sessions Court	the highest criminal court in a district
Judicial Magistrate	the **lowest court for criminal matters**
Munsif Court	the lowest civil court

Benches. One judge — smallest (single) bench. Two judges — Division Bench. Three or more — Full Bench. The Scanner asks all three, and one Mock answers the three-judge question "Division Bench"; see the corrigendum at the end of this booklet.

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Writs. Article 32 — writ petition to the **Supreme Court** (a Fundamental Right in itself). **Article 226** — writ petition to the **High Court**. Both together are the answer to "which Articles allow petitions for violation of Fundamental Rights".

Quasi-judicial bodies are the tribunals and forums — the **District Consumer Forum** is the Scanner's example; the National Consumer Disputes Redressal Commission's appellate court is the **Supreme Court**.

The six ancient Indian courts in rank order: Kula – Shreni – Gana – Adhikrita – Sasita — that is, from the family assembly up to the King's own court.

Disputes outside the courts: in **arbitration** the third party's decision is **binding**; in **conciliation** and **mediation** it is not — a conciliator's settlement binds only if **both parties sign it**.

APPLYING one step of arithmetic, or one substitution

MODEL — · Q 2 · no marks printed · p 33	MODEL model set	Easy
MQP 2024-Jun · Q 1 · no marks printed · p 35	MQP mock paper	Easy
MQP 2024-Dec S1 · Q 2 · no marks printed · p 35	MQP mock paper	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 40	PYQ	Easy
PYQ 2025-Jun · Q 1 · 2 marks · p 41	PYQ	Easy
PYQ 2025-Dec · Q 1 · no marks printed · p 41	PYQ	Easy

UNDERSTANDING a concept told apart from its neighbours

- "Highest civil court in a district" is the District Court — not the Sessions Court, which is the criminal side, and not the High Court, which is not in a district.
- Binding against persuasive: a High Court binds only what is below it in its own territory. Everything else it says is persuasive.

MODEL — · Q 6 · no marks printed · p 33	MODEL model set	Medium
MODEL — · Q 7 · no marks printed · p 33	MODEL model set	Medium
MQP 2024-Dec S2 · Q 5 · no marks printed · p 35	MQP mock paper	Easy

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MQP 2025-Jun S2 · Q 8 · no marks printed · p 36	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 12 · no marks printed · p 37	MQP mock paper	Medium
MQP 2025-Dec S2 · Q 13 · no marks printed · p 37	MQP mock paper	Medium
PYQ 2026-Jun · Q 1 · 2 marks · p 42	PYQ	Easy
PYQ 2026-Jun · Q 2 · 2 marks · p 42	PYQ	Easy

REMEMBERING one printed fact, recalled

- The court ladder with the one-line description of each, and the three bench sizes. Two-thirds of this block is one of those rows.
- 34 judges; 28 January 1950; Article 32 for the Supreme Court and Article 226 for a High Court. Bare-number questions, all four asked more than once.

MODEL — · Q 1 · no marks printed · p 33	MODEL model set	Easy
MODEL — · Q 3 · no marks printed · p 33	MODEL model set	Easy
MODEL — · Q 4 · no marks printed · p 33	MODEL model set	Easy
MODEL — · Q 5 · no marks printed · p 33	MODEL model set	Easy
MODEL — · Q 8 · no marks printed · p 33	MODEL model set	Easy
MODEL — · Q 9 · no marks printed · p 34	MODEL model set	Easy
MODEL — · Q 10 · no marks printed · p 34	MODEL model set	Easy
MQP 2024-Dec S2 · Q 3 · no marks printed · p 35	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 4 · no marks printed · p 35	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 6 · no marks printed · p 36	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 7 · no marks printed · p 36	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 9 · no marks printed · p 36	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 10 · no marks printed · p 36	MQP mock paper	Easy

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MQP 2025-Dec S1 · Q 11 · no marks printed · p 37	MQP mock paper	Easy
PYQ 2013-Jun · Q 1 · 1 mark · p 38	PYQ	Easy
PYQ 2014-Jun · Q 1 · 1 mark · p 38	PYQ	Easy
PYQ 2014-Jun · Q 2 · 1 mark · p 38	PYQ	Easy
PYQ 2014-Dec · Q 1 · 1 mark · p 39	PYQ	Easy
PYQ 2016-Jun · Q 1 · 1 mark · p 39	PYQ	Easy
PYQ 2019-Jun · Q 1 · 1 mark · p 39	PYQ	Easy
PYQ 2019-Dec · Q 1 · 1 mark · p 40	PYQ	Easy
PYQ 2023-Jun · Q 1 · 2 marks · p 40	PYQ	Easy
PYQ 2023-Dec · Q 2 · 2 marks · p 40	PYQ	Easy
PYQ 2024-Dec · Q 1 · 2 marks · p 41	PYQ	Easy
PYQ 2024-Dec · Q 2 · 2 marks · p 41	PYQ	Easy
PYQ 2025-Jun · Q 2 · 2 marks · p 41	PYQ	Easy

Primary & Subordinate Legislation

CMAL1P1-C1-B1.4 · IMPORTANCE D · SCANNER PAGE 45 · 13 QUESTIONS

Read first The CHEAT SHEET at the head of block 1.4 in your Scanner, pages 45 to 48. These notes do not repeat it.

NOTES

Legislation is of two kinds — supreme **and** subordinate **— so the "both" option is the answer when the question asks what legislation can be.**

Supreme legislation proceeds from the **sovereign power in the State**, or derives its power **directly from the Constitution**. **Subordinate (delegated) legislation** is made under authority given by an Act.

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Subordinate legislation cannot go beyond the ambit of the Act **or** the Constitution of India — the longer option, not the shorter one. Its essence is found in **Article 13**.

Article 123 empowers the **President to make an Ordinance** when Parliament is not in session.

Delegated legislation in a modern welfare state is defended on three grounds: it **saves parliamentary time**, it allows **technical detail to be settled by experts**, and it allows **quick amendment to meet an emergency**.

Part IX — Panchayati Raj; Part IX A — Municipalities. Both are asked in this block as well as in 1.2.

Article 254 settles **inconsistency between a Central and a State law** — the Central law prevails.

Dispute resolution, again: arbitration binds; **conciliation and mediation do not**, unless the parties sign the settlement.

IRDAI's objectives are to **regulate and promote** the insurance industry and to **ensure fair treatment of policyholders**. **Nationalising private insurers is not one of them.**

APPLYING one step of arithmetic, or one substitution

MODEL — · Q 1 · no marks printed · p 49	MODEL model set	Easy
MQP 2024-Jun · Q 1 · no marks printed · p 50	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 5 · no marks printed · p 50	MQP mock paper	Easy

UNDERSTANDING a concept told apart from its neighbours

- When asked what subordinate legislation may not exceed, take the option that names **both** the Act and the Constitution. The shorter option is set as the trap every time.

MODEL — · Q 2 · no marks printed · p 49	MODEL model set	Medium
MQP 2024-Jun S2 · Q 2 · no marks printed · p 50	MQP mock paper	Medium
MQP 2025-Dec S2 · Q 7 · no marks printed · p 51	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 8 · no marks printed · p 51	MQP mock paper	Medium
PYQ 2026-Jun · Q 1 · 2 marks · p 52	PYQ	Medium

REMEMBERING one printed fact, recalled

- Article 13 for subordinate legislation and Article 123 for the Ordinance. Between them they are a quarter of this thirteen-question block.
- Part IX and Part IX A — the one letter is the whole answer.

MODEL — · Q 3 · no marks printed · p 49	**MODEL** model set	**Easy**
MODEL — · Q 4 · no marks printed · p 49	**MODEL** model set	**Easy**
MQP 2025-Jun S1 · Q 3 · no marks printed · p 50	**MQP** mock paper	**Easy**
MQP 2025-Dec S1 · Q 4 · no marks printed · p 50	**MQP** mock paper	**Easy**
MQP 2025-Dec S2 · Q 6 · no marks printed · p 50	**MQP** mock paper	**Easy**

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CHAPTER 2

Indian Contract Act, 1872

10 Blocks · 477 Classified Questions · 461 Marks · Importance: A

SKILL REQUIRED share of the chapter's 461 marks — this chapter reads **weighted towards recall and explanation**

Analysing	2%	7 of 461 marks · 7 questions
Applying	4%	19 of 461 marks · 21 questions
Understanding	41%	190 of 461 marks · 197 questions
Remembering	53%	245 of 461 marks · 252 questions

Two things earn the marks: the section numbers, and the ability to put a set of facts into the right one of four boxes — valid, void, voidable, illegal. Learn the sections as a list; practise the boxes on the illustrations, because the examiner reuses them almost word for word.

Essential Elements of Contract, Types of Contract & Offer and Acceptance

CMAL1P1-C2-B2.1 · IMPORTANCE A · SCANNER PAGE 53 · 116 QUESTIONS

Read first The CHEAT SHEET at the head of block 2.1 in your Scanner, pages 53 to 59. These notes do not repeat it.

NOTES

The section numbers of this block. They are asked as bare numbers and they are free marks.

2(a)	**proposal or offer**
2(b)	**acceptance** — the proposal, when assented to, becomes a **promise**
2(d)	**consideration**
2(e)	agreement
2(h)	contract — an **agreement enforceable by law**
Section 4	when communication of **offer, acceptance and revocation is complete**
Section 5	the **time up to which** an offer or acceptance may be revoked
Section 6	the **modes of revocation** of a proposal. A Mock on page 60 answers this "Sec 5"; see the

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	corrigendum at the end of this booklet
Section 8	**performance of the conditions of a proposal is an acceptance**
Section 10	what agreements are contracts

Offer against invitation to offer. An **offer** is an expression of **final willingness** to be bound on acceptance. An **invitation to offer** invites others to make offers: a **catalogue of goods with prices**, **goods displayed in a show window with price tags**, a **price list**, an **advertisement of an auction sale**, a **job notification by a company**, a **quotation of terms by a trader**. **Bids at an auction are offers**; so is a **job application by a person** — he is offering his candidature.

Communication — the postal rule, and it is asked in both directions.

Offer complete	when it **comes to the knowledge of the offeree**
Acceptance complete **against the proposer**	when the letter is **posted** by the acceptor
Acceptance complete **against the acceptor**	when it **comes to the knowledge of the proposer**
Revocation complete **against the person making it**	when it is **posted**
Revocation complete **against the person to whom made**	when it **comes to his knowledge**

A **telephonic acceptance** is complete when it is **heard and understood by the offeror** — not when it is spoken, not when it is merely heard.

Rules of acceptance. It must be **absolute and unqualified**; **partial acceptance is a counter offer**, and a **counter offer is a rejection of the original offer**. **Cross offers make no contract because there is no acceptance.** Acceptance **by a stranger or by the offeree's best friend is no acceptance at all**. A **general offer** may be accepted by **anyone who fulfils the conditions**. Communication of acceptance is **not necessary where the offeree performs the conditions of the offer**.

Lapse of an offer. An offer lapses by **revocation**, by **rejection or counter offer**, by **lapse of the prescribed or a reasonable time**, by **death or insanity of the offeror where the fact is known to the offeree**, by **non-fulfilment of a condition precedent**. **An offer does not lapse where the acceptance is made by the offeree in ignorance of the offeror's death** — the standing answer to "an offer does not lapse if…".

Kinds of contract. Express — by words spoken or written. **Implied** — from conduct or

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circumstances, and provable **only by conduct**. **Tacit** — drawing cash from an ATM, a sale by the fall of the hammer. **Executed** — both parties have **fulfilled** their obligations. **Executory** — still to be performed; an **agreement to sell is executory**. **Bilateral** — equal rights and liabilities; **unilateral** — not equal. **Parol (simple) contracts** are the informal ones; **formal contracts** are an English-law category whose validity depends on their **form**.

Essentials of a valid contract — offer and acceptance, **intention to create legal relations**, lawful consideration, capacity, free consent, lawful object, certainty, possibility of performance, not expressly declared void. **Writing is not an essential**, which is why "written agreement" is the answer to "which is **not** an essential element".

No intention to create legal relations, no contract. Social and domestic arrangements — an invitation to a wedding, an agreement between husband and wife living amicably — are **not enforceable**.

Certainty. "A agrees to sell B **a hundred tons of oil**" with nothing to show which oil is **void for uncertainty**. Terms must be **certain, or capable of being made certain, and unambiguous**.

Vocabulary. Consensus ad idem — the parties **agreeing on the same thing in the same sense**, a meeting of minds. **Right in rem** — against the **whole world**; **right in personam** — against a **particular person**, and an agreement to sell creates a right **in personam**. **Inter vivos** — between two **living persons**. **Uberrimae fidei** — utmost good faith: **insurance** and **family settlement** contracts. **The Indian Contract Act is based on English law**, and it is **not a complete code** on contract.

The right order is offer, acceptance, consideration, contract — the sequence question is set with consideration and contract transposed as the trap.

ANALYSING two or more steps, or two ideas weighed together

PYQ 2022-Dec · Q 1 · 1 mark · p 75	PYQ	Hard
PYQ 2026-Jun · Q 3 · 2 marks · p 81	PYQ	Hard

APPLYING one step of arithmetic, or one substitution

- The illustrations repeat: the hundred tons of oil, the job offer answered "provided I am posted at Kolkata", the appointment kept quiet for ten days. Work each one once and you will recognise it on the paper.

MQP 2025-Jun S1 · Q 13 · no marks printed · p 60	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 14 · no marks printed · p 61	MQP mock paper	Easy

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PYQ 2015-Sep · Q 4 · 1 mark · p 65	PYQ	Easy
PYQ 2015-Dec · Q 4 · 1 mark · p 66	PYQ	Easy
PYQ 2015-Dec · Q 8 · 1 mark · p 67	PYQ	Easy
PYQ 2016-Mar · Q 9 · 1 mark · p 68	PYQ	Easy
PYQ 2016-Jun · Q 6 · 1 mark · p 69	PYQ	Easy
PYQ 2022-Dec · Q 10 · 1 mark · p 76	PYQ	Easy

UNDERSTANDING a concept told apart from its neighbours

- Offer or invitation? Ask whether the maker would be bound the moment someone said yes. A shopkeeper would not be bound by every passer-by, so a display is an invitation; an auction bidder would be, so a bid is an offer.
- The counter-offer chain — partial acceptance is a counter offer, a counter offer is a rejection, a rejection kills the offer — answers four or five questions between them.

MQP 2024-Jun · Q 1 · no marks printed · p 58	MQP mock paper	Medium
MQP 2024-Jun · Q 3 · no marks printed · p 58	MQP mock paper	Easy
MQP 2024-Jun · Q 4 · no marks printed · p 58	MQP mock paper	Medium
MQP 2024-Jun · Q 5 · no marks printed · p 59	MQP mock paper	Medium
MQP 2024-Dec S1 · Q 6 · no marks printed · p 59	MQP mock paper	Medium
MQP 2024-Dec S2 · Q 7 · no marks printed · p 59	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 8 · no marks printed · p 59	MQP mock paper	Medium
MQP 2024-Dec S2 · Q 9 · no marks printed · p 60	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 12 · no marks printed · p 60	MQP mock paper	Medium
MQP 2025-Jun S1 · Q 16 · no marks printed · p 61	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 18 · no marks printed · p 61	MQP mock paper	Medium

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MQP 2025-Dec S1 · Q 19 · no marks printed · p 62	MQP mock paper	Medium
PYQ 2015-Jun · Q 1 · 1 mark · p 63	PYQ	Medium
PYQ 2014-Sep · Q 2 · 1 mark · p 63	PYQ	Easy
PYQ 2015-Sep · Q 1 · 1 mark · p 64	PYQ	Medium
PYQ 2015-Sep · Q 6 · 1 mark · p 65	PYQ	Medium
PYQ 2015-Dec · Q 1 · 1 mark · p 66	PYQ	Easy
PYQ 2016-Mar · Q 1 · 1 mark · p 67	PYQ	Medium
PYQ 2016-Jun · Q 1 · 1 mark · p 68	PYQ	Easy
PYQ 2016-Mar · Q 7 · 1 mark · p 68	PYQ	Easy
PYQ 2016-Jun · Q 2 · 1 mark · p 69	PYQ	Easy
PYQ 2017-Jun · Q 1(iii) · 1 mark · p 70	PYQ	Easy
PYQ 2017-Jun · Q 1(iv) · 1 mark · p 70	PYQ	Medium
PYQ 2016-Jun · Q 8 · 1 mark · p 70	PYQ	Easy
PYQ 2017-Dec · Q 1(iii) · 1 mark · p 71	PYQ	Medium
PYQ 2018-Dec · Q 1(ii) · 1 mark · p 73	PYQ	Medium
PYQ 2018-Dec · Q 1(iv) · 1 mark · p 73	PYQ	Medium
PYQ 2019-Jun · Q 1(i) · 1 mark · p 73	PYQ	Medium
PYQ 2019-Dec · Q 1(ii) · 1 mark · p 74	PYQ	Easy
PYQ 2019-Dec · Q 1(iii) · 1 mark · p 75	PYQ	Easy
PYQ 2022-Dec · Q 3 · 1 mark · p 75	PYQ	Medium

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PYQ 2022-Dec · Q 5 · 1 mark · p 76	PYQ	Easy
PYQ 2022-Dec · Q 6 · 1 mark · p 76	PYQ	Easy
PYQ 2022-Dec · Q 8 · 1 mark · p 76	PYQ	Easy
PYQ 2023-Jun · Q 1 · 2 marks · p 77	PYQ	Medium
PYQ 2023-Dec · Q 1 · 2 marks · p 77	PYQ	Medium
PYQ 2023-Jun · Q 3 · 2 marks · p 77	PYQ	Medium
PYQ 2024-Dec · Q 1 · 2 marks · p 78	PYQ	Easy
PYQ 2023-Dec · Q 2 · 2 marks · p 78	PYQ	Medium
PYQ 2025-Jun · Q 1 · 2 marks · p 79	PYQ	Medium
PYQ 2025-Jun · Q 2 · 2 marks · p 79	PYQ	Medium
PYQ 2025-Dec · Q 1 · 2 marks · p 80	PYQ	Easy
PYQ 2025-Dec · Q 5 · 2 marks · p 80	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 81	PYQ	Medium

REMEMBERING one printed fact, recalled

- The ten section numbers in the table. Between them they are close to a fifth of this 116-question block, and they need no understanding at all.
- The postal-rule table, learnt as five lines. It is asked at almost every sitting, and usually from the side you did not revise.

MQP 2024-Jun · Q 2 · no marks printed · p 58	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 10 · no marks printed · p 60	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 11 · no marks printed · p 60	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 15 · no marks printed · p 61	MQP mock paper	Easy

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MQP 2025-Dec S1 · Q 17 · no marks printed · p 61	MQP mock paper	Easy
PYQ 2014-Sep · Q 1 · 1 mark · p 63	PYQ	Easy
PYQ 2015-Mar · Q 1 · 1 mark · p 63	PYQ	Easy
PYQ 2015-Jun · Q 2 · 1 mark · p 64	PYQ	Easy
PYQ 2015-Jun · Q 3 · 1 mark · p 64	PYQ	Easy
PYQ 2015-Jun · Q 4 · 1 mark · p 64	PYQ	Easy
PYQ 2015-Jun · Q 5 · 1 mark · p 64	PYQ	Easy
PYQ 2015-Jun · Q 6 · 1 mark · p 64	PYQ	Easy
PYQ 2015-Sep · Q 2 · 1 mark · p 65	PYQ	Easy
PYQ 2015-Sep · Q 3 · 1 mark · p 65	PYQ	Easy
PYQ 2015-Sep · Q 5 · 1 mark · p 65	PYQ	Easy
PYQ 2015-Sep · Q 7 · 1 mark · p 65	PYQ	Easy
PYQ 2015-Dec · Q 2 · 1 mark · p 66	PYQ	Easy
PYQ 2015-Dec · Q 3 · 1 mark · p 66	PYQ	Easy
PYQ 2015-Dec · Q 5 · 1 mark · p 66	PYQ	Easy
PYQ 2015-Dec · Q 6 · 1 mark · p 66	PYQ	Easy
PYQ 2016-Mar · Q 2 · 1 mark · p 67	PYQ	Easy
PYQ 2016-Mar · Q 3 · 1 mark · p 67	PYQ	Easy
PYQ 2016-Mar · Q 4 · 1 mark · p 67	PYQ	Easy
PYQ 2015-Dec · Q 7 · 1 mark · p 67	PYQ	Easy

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PYQ 2016-Mar · Q 5 · 1 mark · p 68	PYQ	Easy
PYQ 2016-Mar · Q 6 · 1 mark · p 68	PYQ	Easy
PYQ 2016-Mar · Q 8 · 1 mark · p 68	PYQ	Easy
PYQ 2016-Jun · Q 3 · 1 mark · p 69	PYQ	Easy
PYQ 2016-Jun · Q 4 · 1 mark · p 69	PYQ	Easy
PYQ 2016-Jun · Q 5 · 1 mark · p 69	PYQ	Easy
PYQ 2016-Jun · Q 7 · 1 mark · p 69	PYQ	Easy
PYQ 2017-Jun · Q 1(i) · 1 mark · p 70	PYQ	Easy
PYQ 2017-Jun · Q 1(ii) · 1 mark · p 70	PYQ	Easy
PYQ 2017-Dec · Q 1(i) · 1 mark · p 71	PYQ	Easy
PYQ 2017-Dec · Q 1(ii) · 1 mark · p 71	PYQ	Easy
PYQ 2017-Dec · Q 1(iv) · 1 mark · p 71	PYQ	Easy
PYQ 2018-Jun · Q 1(i) · 1 mark · p 72	PYQ	Easy
PYQ 2018-Jun · Q 1(ii) · 1 mark · p 72	PYQ	Easy
PYQ 2018-Jun · Q 1(iii) · 1 mark · p 72	PYQ	Easy
PYQ 2018-Dec · Q 1(i) · 1 mark · p 72	PYQ	Easy
PYQ 2018-Dec · Q 1(iii) · 1 mark · p 73	PYQ	Easy
PYQ 2018-Dec · Q 1(v) · 1 mark · p 73	PYQ	Easy
PYQ 2019-Jun · Q 1(ii) · 1 mark · p 74	PYQ	Easy
PYQ 2019-Jun · Q 1(iii) · 1 mark · p 74	PYQ	Easy

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PYQ 2019-Dec · Q 1(i) · 1 mark · p 74	PYQ	Easy
PYQ 2022-Dec · Q 2 · 1 mark · p 75	PYQ	Easy
PYQ 2022-Dec · Q 4 · 1 mark · p 75	PYQ	Easy
PYQ 2022-Dec · Q 7 · 1 mark · p 76	PYQ	Easy
PYQ 2022-Dec · Q 9 · 1 mark · p 76	PYQ	Easy
PYQ 2023-Jun · Q 2 · 2 marks · p 77	PYQ	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 78	PYQ	Easy
PYQ 2024-Jun · Q 2 · 2 marks · p 78	PYQ	Easy
PYQ 2024-Dec · Q 2 · 2 marks · p 78	PYQ	Easy
PYQ 2024-Jun · Q 3 · 2 marks · p 78	PYQ	Easy
PYQ 2024-Dec · Q 3 · 2 marks · p 79	PYQ	Easy
PYQ 2024-Dec · Q 4 · 2 marks · p 79	PYQ	Easy
PYQ 2025-Dec · Q 2 · 2 marks · p 80	PYQ	Easy
PYQ 2025-Jun · Q 3 · 2 marks · p 80	PYQ	Easy
PYQ 2025-Dec · Q 3 · 2 marks · p 80	PYQ	Easy
PYQ 2025-Dec · Q 4 · 2 marks · p 80	PYQ	Easy
PYQ 2026-Jun · Q 2 · 2 marks · p 81	PYQ	Easy
PYQ 2026-Jun · Q 4 · 2 marks · p 81	PYQ	Easy

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Void & Voidable Agreements

CMAL1P1-C2-B2.2 · IMPORTANCE C · SCANNER PAGE 85 · 37 QUESTIONS

> **Read first** The CHEAT SHEET at the head of block 2.2 in your Scanner, pages 85 to 89. These notes do not repeat it.

NOTES

Four words, and this block is nothing but the four words.

Valid	enforceable by law
Void agreement	**not enforceable by law**, and **void from the very beginning** (void ab initio)
Void contract	**valid when made but ceases to be enforceable later** — the distinction the examiner tests most often
Voidable	**enforceable at the option of the aggrieved party** and **valid so long as it is not avoided**
Illegal	forbidden by law; **illegal agreements are always void, but void agreements are not always illegal**, and the **collateral agreements to an illegal agreement are also void**

The void agreements, as a list: without **consideration** · in **restraint of marriage** · in **restraint of trade** · in **restraint of legal proceedings** · **uncertain** in meaning · by way of **wager** · to do an **impossible act** · with a **minor or a person of unsound mind** · where **both parties are under a mistake of fact**.

Wagering agreements (Section 30) are void but not illegal — the single most repeated statement in the block. Consequences: **A promises B ₹100 if it rains on Monday and B promises A ₹100 if it does not** is the standing illustration. A **lottery** and a ticket for one are wagers; a **commercial (hedging) transaction and a contract of insurance are not**. Because a wager is void but not illegal, a **collateral** loan is normally recoverable — but the Scanner's key follows the view that money lent to bet is **not** recoverable, and it prints that answer three times. **In Gujarat and Maharashtra a wager is illegal**, not merely void.

Restraint of trade. The general rule is that such an agreement is **void**; the exceptions are **valid** — the **sale of goodwill** (a buyer may restrain the seller from the same business **within specified local limits**), a **partner leaving a firm** agreeing not to start a similar business in the same place, and a **service agreement binding an employee during the term of employment**.

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Restraint of marriage is void; an agreement restricting a person's freedom to marry, or to marry a person of his choice, is against public policy.

A contract cannot be avoided for inadequacy of consideration. Absence of free consent makes it voidable; inadequacy alone does not.

A contract between an existing company and a dissolved company is void — there are not two parties.

UNDERSTANDING a concept told apart from its neighbours

- Void agreement against void contract: was it ever good? If yes, it is a void contract; if never, a void agreement. That one question settles the commonest pair on the paper.
- For restraint of trade, ask whether the restraint protects something bought and paid for (goodwill, a partnership share, an employer during service). If so it is an exception and valid.

MQP 2024-Jun · Q 1 · no marks printed · p 88	MQP mock paper	Easy
MQP 2024-Jun · Q 2 · no marks printed · p 88	MQP mock paper	Medium
MQP 2024-Dec S1 · Q 4 · no marks printed · p 88	MQP mock paper	Easy
MQP 2024-Dec S1 · Q 7 · no marks printed · p 89	MQP mock paper	Medium
MQP 2024-Dec S2 · Q 8 · no marks printed · p 89	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 9 · no marks printed · p 89	MQP mock paper	Medium
MQP 2024-Dec S2 · Q 10 · no marks printed · p 89	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 11 · no marks printed · p 90	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 12 · no marks printed · p 90	MQP mock paper	Medium
PYQ 2014-Dec · Q 1 · 1 mark · p 92	PYQ	Medium
PYQ 2014-Dec · Q 2 · 1 mark · p 92	PYQ	Medium
PYQ 2016-Jun · Q 1 · 1 mark · p 93	PYQ	Easy
PYQ 2017-Jun · Q 1(i) · 1 mark · p 93	PYQ	Medium

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PYQ 2017-Jun · Q 1(ii) · 1 mark · p 93	PYQ	Medium
PYQ 2017-Dec · Q 1(i) · 1 mark · p 93	PYQ	Easy
PYQ 2023-Jun · Q 1 · 2 marks · p 94	PYQ	Medium
PYQ 2024-Jun · Q 1 · 2 marks · p 95	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 96	PYQ	Medium
PYQ 2025-Jun · Q 2 · 2 marks · p 96	PYQ	Easy

REMEMBERING one printed fact, recalled

- The five-word table. Roughly two-thirds of the block is one row of it, usually asked as a definition to match.
- Void but not illegal — for wagers. It has been the whole answer at least four times.

MQP 2024-Jun · Q 3 · no marks printed · p 88	MQP mock paper	Easy
MQP 2024-Dec S1 · Q 5 · no marks printed · p 88	MQP mock paper	Easy
MQP 2024-Dec S1 · Q 6 · no marks printed · p 89	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 13 · no marks printed · p 90	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 14 · no marks printed · p 90	MQP mock paper	Easy
MQP · Q 15 · no marks printed · p 90	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 16 · no marks printed · p 91	MQP mock paper	Easy
PYQ 2014-Sep · Q 1 · 1 mark · p 92	PYQ	Easy
PYQ 2015-Sep · Q 1 · 1 mark · p 92	PYQ	Easy
PYQ 2018-Jun · Q 1(i) · 1 mark · p 94	PYQ	Easy
PYQ 2019-Dec · Q 1(i) · 1 mark · p 94	PYQ	Easy
PYQ 2024-Dec · Q 1 · 2 marks · p 95	PYQ	Easy

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PYQ 2025-Jun · Q 1 · 2 marks · p 95	PYQ	Easy
PYQ 2023-Jun · Q 2 · 2 marks · p 95	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 96	PYQ	Easy
PYQ 2025-Jun · Q 3 · 2 marks · p 96	PYQ	Easy
PYQ 2026-Jun · Q 2 · 2 marks · p 97	PYQ	Easy
PYQ 2026-Jun · Q 3 · 2 marks · p 97	PYQ	Easy

Consideration, No Consideration No Contract & Legality of Object

CMAL1P1-C2-B2.3 · IMPORTANCE C · SCANNER PAGE 101 · 72 QUESTIONS

Read first The CHEAT SHEET at the head of block 2.3 in your Scanner, pages 101 to 106. These notes do not repeat it.

NOTES

Consideration — Section 2(d), and **quid pro quo** is its Latin name. It is the **price of a promise**, not a **motive** for it, and a **moral obligation alone is not consideration**.

The rules, and each is a question in its own right:

It must move at the **desire of the promisor**	an act done at a **third party's** instance is **not** consideration
It may move from the **promisee or any other person**	the **stranger to consideration** may still sue if he is a **party to the contract**
It may be **past, present or future**	**Indian law recognises all three**; **past consideration** is an act done **before** the promise
It **need not be adequate**	inadequacy alone leaves the agreement **valid**; the court looks at it only to decide whether **consent was freely given**
It must be **real and something of value**	illegal, physically impossible, uncertain or ambiguous consideration is **unenforceable by law**

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Any of **act, abstinence or promise** can be consideration	not only an act, not only an abstinence

No consideration, no contract (Section 25) — an agreement without consideration is **void**, and a bare promise is **nudum pactum**. **The exceptions: natural love and affection** between parties in near relation, **in writing and registered** (Section 25(1)); **compensation for voluntary services already rendered** (Section 25(2)); a **written and signed promise to pay a time-barred debt** (Section 25(3)); and outside Section 25, **gift** and **agency**, which need no consideration.

Privity of contract — only a party to a contract can sue on it. Laid down in **Dunlop Pneumatic Tyre Co. Ltd v. Selfridge & Co. Ltd**. **The exceptions:** a **beneficiary under a trust**, a **family settlement or marriage provision**, an **assignee**, an **agency**, an **acknowledgment or estoppel**, a **covenant running with land**. The rule is often asked as "a stranger to a contract **cannot file a suit**".

Unlawful object and consideration (Section 23). An object is unlawful if it is **forbidden by law**, would **defeat the provisions of any law**, is **fraudulent**, involves **injury to person or property**, or is **immoral or opposed to public policy**. **Unlawful agreements comprise illegal agreements, immoral agreements and agreements opposed to public policy — all three.**

Agreements opposed to public policy: trading with an enemy, **stifling prosecution** (dropping a criminal case for a return of the money), **trafficking in public office** (paying to procure a government job or contract — nothing can be recovered), **marriage brokerage**, and **interference with the course of justice**.

Section 28 — agreements in **restraint of legal proceedings**, void.

Two illustrations the examiner reuses word for word: dropping a prosecution against a thief who returns the money — **nothing can be recovered**; paying ₹2,000 or ₹500 to procure a public office or a canteen contract — **nothing can be recovered, the agreement is void**.

ANALYSING two or more steps, or two ideas weighed together

MQP 2024-Dec S2 · Q 1 · no marks printed · p 104 — **MQP** mock paper — **Hard**

PYQ 2017-Dec · Q 1(i) · 1 mark · p 111 — **PYQ** — **Hard**

APPLYING one step of arithmetic, or one substitution

- For public-policy questions, ask what the money was for. If it was for dropping a case, procuring an office, or trading with an enemy, the answer is that nothing can be recovered.

PYQ 2014-Sep · Q 1 · 1 mark · p 106 — **PYQ** — **Easy**

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PYQ 2015-Mar · Q 3 · 1 mark · p 107	PYQ	Easy
PYQ 2015-Sep · Q 4 · 1 mark · p 108	PYQ	Medium
PYQ 2023-Dec · Q 3 · 2 marks · p 117	PYQ	Easy

UNDERSTANDING a concept told apart from its neighbours

- "At the desire of the promisor" is the rule that decides most of the illustrations. If the act was done at anyone else's instance it is not consideration at all.
- Adequacy never invalidates. Whenever an option offers "void because the consideration was inadequate", it is wrong.

MQP 2025-Jun S1 · Q 3 · no marks printed · p 104	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 4 · no marks printed · p 104	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 7 · no marks printed · p 105	MQP mock paper	Medium
MQP 2025-Dec S2 · Q 8 · no marks printed · p 105	MQP mock paper	Easy
PYQ 2015-Jun · Q 2 · 1 mark · p 107	PYQ	Easy
PYQ 2015-Jun · Q 3 · 1 mark · p 107	PYQ	Medium
PYQ 2015-Jun · Q 5 · 1 mark · p 108	PYQ	Easy
PYQ 2016-Mar · Q 1 · 1 mark · p 110	PYQ	Easy
PYQ 2016-Jun · Q 1 · 1 mark · p 110	PYQ	Medium
PYQ 2017-Jun · Q 1(ii) · 1 mark · p 111	PYQ	Medium
PYQ 2018-Jun · Q 1(i) · 1 mark · p 112	PYQ	Easy
PYQ 2018-Jun · Q 1(iii) · 1 mark · p 113	PYQ	Easy
PYQ 2018-Dec · Q 1(i) · 1 mark · p 113	PYQ	Medium
PYQ 2018-Dec · Q 1(ii) · 1 mark · p 113	PYQ	Medium

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PYQ 2019-Jun · Q 1(ii) · 1 mark · p 115	PYQ	Medium
PYQ 2019-Dec · Q 1(i) · 1 mark · p 115	PYQ	Medium
PYQ 2019-Dec · Q 1(ii) · 1 mark · p 115	PYQ	Medium
PYQ 2019-Dec · Q 1(iii) · 1 mark · p 115	PYQ	Easy
PYQ 2019-Dec · Q 1(iv) · 1 mark · p 116	PYQ	Medium
PYQ 2019-Dec · Q 2 · 1 mark · p 116	PYQ	Medium
PYQ 2019-Dec · Q 3 · 1 mark · p 116	PYQ	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 117	PYQ	Medium
PYQ 2024-Jun · Q 2 · 2 marks · p 118	PYQ	Easy
PYQ 2023-Dec · Q 4 · 2 marks · p 118	PYQ	Medium
PYQ 2025-Jun · Q 1 · 2 marks · p 119	PYQ	Medium
PYQ 2025-Dec · Q 1 · 2 marks · p 119	PYQ	Medium
PYQ 2024-Dec · Q 2 · 2 marks · p 119	PYQ	Easy
PYQ 2024-Dec · Q 3 · 2 marks · p 119	PYQ	Medium

REMEMBERING one printed fact, recalled

- Section 2(d) for consideration, Section 25 for its absence with the three sub-clauses, Section 23 for unlawful object, Section 28 for restraint of legal proceedings. Four numbers, asked bare.
- Dunlop v. Selfridge for privity, and the six exceptions as a list.

MQP 2025-Jun S1 · Q 2 · no marks printed · p 104	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 6 · no marks printed · p 104	MQP mock paper	Easy
PYQ 2014-Dec · Q 1 · 1 mark · p 106	PYQ	Easy

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PYQ 2015-Mar · Q 1 · 1 mark · p 106	PYQ	Easy
PYQ 2014-Sep · Q 2 · 1 mark · p 106	PYQ	Easy
PYQ 2014-Dec · Q 2 · 1 mark · p 106	PYQ	Easy
PYQ 2015-Jun · Q 1 · 1 mark · p 107	PYQ	Easy
PYQ 2015-Mar · Q 2 · 1 mark · p 107	PYQ	Easy
PYQ 2015-Sep · Q 1 · 1 mark · p 108	PYQ	Easy
PYQ 2015-Sep · Q 2 · 1 mark · p 108	PYQ	Easy
PYQ 2015-Sep · Q 3 · 1 mark · p 108	PYQ	Easy
PYQ 2015-Jun · Q 4 · 1 mark · p 108	PYQ	Easy
PYQ 2015-Dec · Q 1 · 1 mark · p 109	PYQ	Easy
PYQ 2015-Dec · Q 2 · 1 mark · p 109	PYQ	Easy
PYQ 2015-Sep · Q 5 · 1 mark · p 109	PYQ	Easy
PYQ 2015-Sep · Q 6 · 1 mark · p 109	PYQ	Easy
PYQ 2016-Jun · Q 2 · 1 mark · p 110	PYQ	Easy
PYQ 2015-Dec · Q 3 · 1 mark · p 110	PYQ	Easy
PYQ 2015-Dec · Q 4 · 1 mark · p 110	PYQ	Easy
PYQ 2017-Jun · Q 1(i) · 1 mark · p 111	PYQ	Easy
PYQ 2016-Jun · Q 3 · 1 mark · p 111	PYQ	Easy
PYQ 2016-Jun · Q 4 · 1 mark · p 111	PYQ	Easy
PYQ 2017-Dec · Q 1(ii) · 1 mark · p 112	PYQ	Easy

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PYQ 2017-Dec · Q 1(iii) · 1 mark · p 112	PYQ	Easy
PYQ 2018-Jun · Q 1(ii) · 1 mark · p 113	PYQ	Easy
PYQ 2018-Dec · Q 1(iii) · 1 mark · p 113	PYQ	Easy
PYQ 2018-Dec · Q 1(iv) · 1 mark · p 114	PYQ	Easy
PYQ 2018-Dec · Q 1(v) · 1 mark · p 114	PYQ	Easy
PYQ 2018-Dec · Q 1(vi) · 1 mark · p 114	PYQ	Easy
PYQ 2019-Jun · Q 1(i) · 1 mark · p 114	PYQ	Easy
PYQ 2019-Jun · Q 1(iii) · 1 mark · p 115	PYQ	Easy
PYQ 2019-Dec · Q 1 · 1 mark · p 116	PYQ	Easy
PYQ 2023-Jun · Q 1 · 2 marks · p 117	PYQ	Easy
PYQ 2023-Dec · Q 2 · 2 marks · p 117	PYQ	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 118	PYQ	Easy
PYQ 2024-Dec · Q 1 · 2 marks · p 118	PYQ	Easy
PYQ 2024-Jun · Q 3 · 2 marks · p 118	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 120	PYQ	Easy

Capacity of Parties & Free Consent

CMAL1P1-C2-B2.4 · IMPORTANCE B · SCANNER PAGE 121 · 97 QUESTIONS

Read first The CHEAT SHEET at the head of block 2.4 in your Scanner, pages 121 to 123. These notes do not repeat it.

NOTES

Capacity — Section 11. A person is competent if he is of the **age of majority**, of **sound mind**, and

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not disqualified by any law. All three, so the "all of the above" option is the answer.

Minors. A **minor** is a person who has not attained **18 years**. A **minor's agreement is void ab initio** (Mohori Bibee) — never voidable, never valid, and it **cannot be ratified on attaining majority**; a fresh agreement with fresh consideration is needed. **The principle of estoppel does not apply to a minor.** But: a minor's **property** is liable for **necessaries** supplied to him, not the minor personally and not his guardian; a **contract for the benefit of a minor is valid**, so a **mortgage in a minor's favour is enforceable by him** and a **promissory note executed in his favour is good**; and a **minor may be an agent**, binding the principal though not himself.

Persons of unsound mind. The test of soundness is whether the person is **capable of understanding the business concerned and its implications**. **Lunatics, idiots and drunkards** are of unsound mind; a **blind person is not**. A person **usually** of unsound mind may contract when he is **occasionally of sound mind**. A contract of sale by a person of unsound mind is a **void contract**.

Disqualified persons: alien enemies, **foreign sovereigns and diplomats**, **convicts** while undergoing sentence, **insolvents**, **corporations acting beyond their powers**. A contract with an **alien friend is valid**; with an **alien enemy in wartime**, only **with the permission of the Government**. A **foreigner is competent if he satisfies Section 11**.

Free consent — Section 14 is consent not caused by **coercion, undue influence, fraud, misrepresentation or mistake**.

Section 15 — Coercion	committing or threatening an act **forbidden by the Indian Penal Code**, or the **unlawful detaining of property**. **Threat to commit suicide is coercion** and an **offence under the Penal Code** — the standing "1 & 2" answer. Effect: **voidable**
Section 16 — Undue influence	one party in a position to **dominate the will** of the other uses it for **unfair advantage**. He can dominate where he holds **real or apparent authority** or stands in a **fiduciary relation**, or where the other's mind is **affected by age, illness or distress** — a master buying his servant's cycle below market price. Effect: **voidable**
Section 17 — Fraud	a false statement **known to be false**; **active concealment** of a fact; a **promise made with no intention of performing it**; any act fitted to deceive. **Mere silence is not fraud unless there is a duty to speak** — so the seller of an unsound horse who says nothing is **not** guilty of fraud, but **silence where there is a duty to speak is fraud**. Effect: **voidable**

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Section 18 — Misrepresentation	an **innocent** false statement — an unwarranted assertion, a breach of duty **without intent to deceive**, an innocent mistake as to the subject matter. Effect: **voidable**
Sections 20 to 22 — Mistake	a **bilateral mistake of fact essential to the agreement** makes the agreement **void**. A **unilateral** mistake of fact does **not** affect validity. A **mistake of Indian law does not** affect the contract; a **mistake of foreign law is treated as a mistake of fact**. An **erroneous opinion as to value is not a mistake of fact**

Coercion, undue influence, fraud and misrepresentation make a contract voidable; bilateral mistake of fact makes it void. That one line answers a dozen questions in this block.

Two printed answers on page 143 run against the book's own answers elsewhere — a minor's contract said to be voidable under the Indian Contract Act, and a contract said to be voidable for a mistake of the law of one's own country. Both are set right in the corrigendum at the end of this booklet.

ANALYSING two or more steps, or two ideas weighed together

MQP 2024-Jun · Q 4 · no marks printed · p 124	MQP mock paper	Hard
PYQ 2015-Dec · Q 4 · 1 mark · p 133	PYQ	Hard
PYQ 2023-Dec · Q 2 · 2 marks · p 141	PYQ	Hard

APPLYING one step of arithmetic, or one substitution

- The illustrations repeat almost word for word — the suicide threat and the sale deed, the unlawfully detained car or flat, the master and the servant's cycle, the concealed vein of ore. Work each once.

PYQ 2014-Sep · Q 3 · 1 mark · p 129	PYQ	Easy
PYQ 2014-Dec · Q 5 · 1 mark · p 130	PYQ	Medium
PYQ 2014-Dec · Q 6 · 1 mark · p 130	PYQ	Medium
PYQ 2015-Dec · Q 1 · 1 mark · p 133	PYQ	Easy

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PYQ 2016-Jun · Q 2 · 1 mark · p 134	PYQ	Easy
PYQ 2016-Jun · Q 4 · 1 mark · p 135	PYQ	Easy

UNDERSTANDING a concept told apart from its neighbours

- Fraud against misrepresentation is a question of **intention**. If the maker knew it was false, it is fraud; if he believed it, misrepresentation.
- Coercion against undue influence is a question of **pressure**. Physical or criminal pressure is coercion; pressure from a relationship is undue influence.

MQP 2024-Jun · Q 1 · no marks printed · p 124	MQP mock paper	Medium
MQP 2024-Jun · Q 3 · no marks printed · p 124	MQP mock paper	Easy
MQP 2024-Jun · Q 7 · no marks printed · p 125	MQP mock paper	Easy
MQP 2024-Jun · Q 9 · no marks printed · p 125	MQP mock paper	Medium
MQP 2024-Dec S1 · Q 10 · no marks printed · p 126	MQP mock paper	Medium
MQP 2024-Dec S1 · Q 11 · no marks printed · p 126	MQP mock paper	Medium
MQP 2024-Dec S1 · Q 12 · no marks printed · p 126	MQP mock paper	Medium
MQP 2025-Jun S1 · Q 15 · no marks printed · p 127	MQP mock paper	Medium
MQP 2025-Jun S1 · Q 17 · no marks printed · p 127	MQP mock paper	Medium
MQP 2025-Dec S1 · Q 20 · no marks printed · p 128	MQP mock paper	Medium
MQP 2025-Dec S2 · Q 22 · no marks printed · p 128	MQP mock paper	Easy
PYQ 2014-Dec · Q 1 · 1 mark · p 129	PYQ	Easy
PYQ 2014-Sep · Q 2 · 1 mark · p 129	PYQ	Medium
PYQ 2015-Mar · Q 1 · 1 mark · p 131	PYQ	Medium
PYQ 2015-Jun · Q 1 · 1 mark · p 131	PYQ	Easy

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PYQ 2015-Jun · Q 2 · 1 mark · p 131	PYQ	Easy
PYQ 2015-Sep · Q 3 · 1 mark · p 132	PYQ	Easy
PYQ 2015-Sep · Q 4 · 1 mark · p 132	PYQ	Medium
PYQ 2015-Dec · Q 3 · 1 mark · p 133	PYQ	Easy
PYQ 2016-Mar · Q 2 · 1 mark · p 134	PYQ	Easy
PYQ 2016-Jun · Q 3 · 1 mark · p 134	PYQ	Easy
PYQ 2017-Jun · Q 1(i) · 1 mark · p 135	PYQ	Medium
PYQ 2017-Jun · Q 1(ii) · 1 mark · p 135	PYQ	Easy
PYQ 2017-Jun · Q 1(iii) · 1 mark · p 135	PYQ	Easy
PYQ 2017-Dec · Q 1(i) · 1 mark · p 135	PYQ	Medium
PYQ 2017-Dec · Q 1(ii) · 1 mark · p 136	PYQ	Easy
PYQ 2018-Jun · Q 1(v) · 1 mark · p 137	PYQ	Medium
PYQ 2018-Dec · Q 1(i) · 1 mark · p 137	PYQ	Medium
PYQ 2018-Dec · Q 1(ii) · 1 mark · p 137	PYQ	Easy
PYQ 2019-Jun · Q 1(i) · 1 mark · p 137	PYQ	Medium
PYQ 2019-Jun · Q 1(ii) · 1 mark · p 138	PYQ	Medium
PYQ 2019-Dec · Q 1(i) · 1 mark · p 139	PYQ	Easy
PYQ 2019-Dec · Q 1(ii) · 1 mark · p 139	PYQ	Medium
PYQ 2022-Dec · Q 2 · 1 mark · p 139	PYQ	Medium

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PYQ 2023-Jun · Q 1 · 2 marks · p 140	PYQ	Easy
PYQ 2023-Jun · Q 2 · 2 marks · p 140	PYQ	Medium
PYQ 2022-Dec · Q 3 · 1 mark · p 140	PYQ	Medium
PYQ 2023-Jun · Q 3 · 2 marks · p 140	PYQ	Medium
PYQ 2023-Jun · Q 5 · 2 marks · p 141	PYQ	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 142	PYQ	Easy
PYQ 2023-Dec · Q 6 · 2 marks · p 142	PYQ	Easy
PYQ 2024-Dec · Q 1 · 2 marks · p 143	PYQ	Medium
PYQ 2025-Jun · Q 1 · 2 marks · p 143	PYQ	Medium
PYQ 2026-Jun · Q 1 · 2 marks · p 144	PYQ	Easy
PYQ 2026-Jun · Q 2 · 2 marks · p 144	PYQ	Medium

REMEMBERING one printed fact, recalled

- Sections 11, 14, 15, 16, 17, 18 and 20 to 22, each with its one word. This is the block where section numbers pay best.
- Eighteen years; the minor's agreement is void ab initio; his property is liable for necessaries. Those three lines carry a quarter of the block.

MQP 2024-Jun · Q 2 · no marks printed · p 124	MQP mock paper	Easy
MQP 2024-Jun · Q 5 · no marks printed · p 125	MQP mock paper	Easy
MQP 2024-Jun · Q 6 · no marks printed · p 125	MQP mock paper	Easy
MQP 2024-Jun · Q 8 · no marks printed · p 125	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 13 · no marks printed · p 127	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 14 · no marks printed · p 127	MQP mock paper	Easy

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MQP 2025-Jun S1 · Q 16 · no marks printed · p 127	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 18 · no marks printed · p 128	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 19 · no marks printed · p 128	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 21 · no marks printed · p 128	MQP mock paper	Easy
PYQ 2014-Sep · Q 1 · 1 mark · p 129	PYQ	Easy
PYQ 2014-Dec · Q 2 · 1 mark · p 129	PYQ	Easy
PYQ 2014-Dec · Q 3 · 1 mark · p 130	PYQ	Easy
PYQ 2014-Dec · Q 4 · 1 mark · p 130	PYQ	Easy
PYQ 2015-Mar · Q 2 · 1 mark · p 131	PYQ	Easy
PYQ 2015-Jun · Q 3 · 1 mark · p 131	PYQ	Easy
PYQ 2015-Sep · Q 1 · 1 mark · p 132	PYQ	Easy
PYQ 2015-Sep · Q 2 · 1 mark · p 132	PYQ	Easy
PYQ 2015-Jun · Q 4 · 1 mark · p 132	PYQ	Easy
PYQ 2015-Dec · Q 2 · 1 mark · p 133	PYQ	Easy
PYQ 2016-Mar · Q 1 · 1 mark · p 134	PYQ	Easy
PYQ 2016-Jun · Q 1 · 1 mark · p 134	PYQ	Easy
PYQ 2016-Mar · Q 3 · 1 mark · p 134	PYQ	Easy
PYQ 2017-Dec · Q 1(iii) · 1 mark · p 136	PYQ	Easy
PYQ 2018-Jun · Q 1(i) · 1 mark · p 136	PYQ	Easy
PYQ 2018-Jun · Q 1(ii) · 1 mark · p 136	PYQ	Easy

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PYQ 2018-Jun · Q 1(iii) · 1 mark · p 136	PYQ	Easy
PYQ 2018-Jun · Q 1(iv) · 1 mark · p 136	PYQ	Easy
PYQ 2019-Dec · Q 1(iii) · 1 mark · p 139	PYQ	Easy
PYQ 2019-Dec · Q 1(iv) · 1 mark · p 139	PYQ	Easy
PYQ 2022-Dec · Q 1 · 1 mark · p 139	PYQ	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 141	PYQ	Easy
PYQ 2023-Jun · Q 4 · 2 marks · p 141	PYQ	Easy
PYQ 2023-Jun · Q 6 · 2 marks · p 141	PYQ	Easy
PYQ 2023-Dec · Q 3 · 2 marks · p 142	PYQ	Easy
PYQ 2023-Dec · Q 4 · 2 marks · p 142	PYQ	Easy
PYQ 2023-Dec · Q 5 · 2 marks · p 142	PYQ	Easy
PYQ 2024-Jun · Q 2 · 2 marks · p 143	PYQ	Easy
PYQ 2024-Dec · Q 2 · 2 marks · p 143	PYQ	Easy
PYQ 2024-Jun · Q 3 · 2 marks · p 143	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 144	PYQ	Easy
PYQ 2025-Dec · Q 2 · 2 marks · p 144	PYQ	Easy
PYQ 2025-Dec · Q 3 · 2 marks · p 144	PYQ	Easy

Quasi Contract & Contingent Contract

CMAL1P1-C2-B2.5 · IMPORTANCE C · SCANNER PAGE 145 · 43 QUESTIONS

> **Read first** The CHEAT SHEET at the head of block 2.5 in your Scanner, pages 145 to 149. These notes do not repeat it.

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NOTES

Quasi contracts — Sections 68 to 72. They are **not contracts in the real sense** but **relations resembling those created by contract**; they are **imposed by law**, rest on **equity and justice** (and on the principle that no one should be unjustly enriched), and **lack both agreement and consent** — the "both" option.

Section 68	**necessaries supplied** to a person incapable of contracting — recoverable from his **property**
Section 69	**payment by an interested person** of money another is bound to pay
Section 70	**non-gratuitous act** — where a person **lawfully** does something for another **not intending to do so gratuitously** and the other **enjoys the benefit**, he must compensate. **An act done gratuitously creates no obligation**
Section 71	**finder of lost goods** — the same duties as a bailee
Section 72	money paid or goods delivered **by mistake or under coercion** — the basket of mangoes delivered to the wrong man and eaten

A finder of lost goods may be **reimbursed his lawful expenses** for taking care of the goods and finding the owner, and may **sue for a reward if one was offered**; he may **not** simply sell the goods, and he may **not** sue for expenses voluntarily incurred.

Quantum meruit — payment for **as much as is earned** — applies where **one party has partly performed and the other prevents completion or repudiates**. It is **not** a quasi-contract head in itself; the payment of a contractual debt is not one either.

Contingent contracts — Section 31. A contract to do or not to do something **if some event collateral to the contract does or does not happen**.

The event must be **collateral**	not the main performance itself
The event must be **uncertain**	"**uncertain and collateral**" is the fuller and better option
It becomes **void** when the event becomes **impossible**	a ship that sinks; a person who has to survive another and does not

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A contingent contract on the **non-happening** of an event becomes **enforceable when the event becomes impossible** and **void when the event happens**	
There need be no reciprocal promises	that is what distinguishes it from an ordinary contract, and it is the standing "which is not a characteristic" answer

A contract of insurance is a contingent contract, not a wager — the insured has an insurable interest.

The ship illustrations, both directions: "pay ₹1,000 if the ship returns within a year" and the ship sinks → **void**. "Pay ₹500 if the ship does **not** return" and the ship sinks → **enforceable**.

UNDERSTANDING a concept told apart from its neighbours

- The ship questions turn on which way the promise runs. Read whether the payment depends on the ship returning or on it **not** returning before you look at the options.
- Section 70 turns on the word **gratuitously**. If the act was a favour, nothing is recoverable.

MQP 2024-Dec S1 · Q 1 · no marks printed · p 147	MQP mock paper	Medium
MQP 2025-Jun S2 · Q 2 · no marks printed · p 147	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 4 · no marks printed · p 147	MQP mock paper	Medium
PYQ 2014-Sep · Q 1 · 1 mark · p 148	PYQ	Easy
MQP 2025-Dec S1 · Q 7 · no marks printed · p 148	MQP mock paper	Medium
PYQ 2015-Sep · Q 2 · 1 mark · p 150	PYQ	Medium
PYQ 2016-Mar · Q 3 · 1 mark · p 151	PYQ	Easy
PYQ 2016-Dec · Q 1(i) · 1 mark · p 152	PYQ	Medium
PYQ 2017-Jun · Q 1(i) · 1 mark · p 152	PYQ	Easy
PYQ 2017-Jun · Q 1(ii) · 1 mark · p 152	PYQ	Medium

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PYQ 2017-Dec · Q 1(i) · 1 mark · p 153	PYQ	Medium
PYQ 2017-Dec · Q 1(ii) · 1 mark · p 153	PYQ	Medium
PYQ 2018-Jun · Q 1(i) · 1 mark · p 153	PYQ	Medium
PYQ 2018-Dec · Q 1(i) · 1 mark · p 154	PYQ	Medium
PYQ 2019-Jun · Q 1(ii) · 1 mark · p 154	PYQ	Medium
PYQ 2019-Dec · Q 1(i) · 1 mark · p 155	PYQ	Medium
PYQ 2023-Jun · Q 1 · 2 marks · p 155	PYQ	Medium
PYQ 2024-Dec · Q 1 · 2 marks · p 156	PYQ	Medium
PYQ 2025-Jun · Q 1 · 2 marks · p 156	PYQ	Medium
PYQ 2025-Jun · Q 2 · 2 marks · p 156	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 157	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 157	PYQ	Easy

REMEMBERING one printed fact, recalled

- Sections 68 to 72 with one phrase each, and Section 31 for contingent contracts. Six numbers, and they are half this block.
- "Not contracts in the real sense of the word, but relations resembling those created by contract" — learn the phrase; the option is printed verbatim.

MQP 2025-Jun S2 · Q 3 · no marks printed · p 147	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 5 · no marks printed · p 148	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 6 · no marks printed · p 148	MQP mock paper	Easy
PYQ 2014-Dec · Q 1 · 1 mark · p 149	PYQ	Easy
PYQ 2015-Mar · Q 1 · 1 mark · p 149	PYQ	Easy

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PYQ 2014-Sep · Q 2 · 1 mark · p 149	PYQ	Easy
PYQ 2015-Mar · Q 2 · 1 mark · p 149	PYQ	Easy
PYQ 2015-Mar · Q 3 · 1 mark · p 149	PYQ	Easy
PYQ 2015-Mar · Q 4 · 1 mark · p 149	PYQ	Easy
PYQ 2015-Sep · Q 1 · 1 mark · p 150	PYQ	Easy
PYQ 2015-Dec · Q 1 · 1 mark · p 150	PYQ	Easy
PYQ 2015-Dec · Q 2 · 1 mark · p 150	PYQ	Easy
PYQ 2015-Dec · Q 3 · 1 mark · p 150	PYQ	Easy
PYQ 2016-Mar · Q 1 · 1 mark · p 151	PYQ	Easy
PYQ 2016-Jun · Q 1 · 1 mark · p 151	PYQ	Easy
PYQ 2016-Mar · Q 2 · 1 mark · p 151	PYQ	Easy
PYQ 2016-Jun · Q 2 · 1 mark · p 151	PYQ	Easy
PYQ 2019-Jun · Q 1(i) · 1 mark · p 154	PYQ	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 155	PYQ	Easy
PYQ 2023-Dec · Q 2 · 2 marks · p 155	PYQ	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 156	PYQ	Easy

Performance of Contract

CMAL1P1-C2-B2.6 · IMPORTANCE C · SCANNER PAGE 161 · 24 QUESTIONS

> **Read first** The CHEAT SHEET at the head of block 2.6 in your Scanner, pages 161 to 164. These notes do not repeat it.

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NOTES

Who must perform. A contract may be performed by the **promisor himself**, by his **agent**, or by his **legal representative** — all three, unless personal skill is involved. On the promisor's death the **legal representatives are bound**, but only to the extent of the estate; a contract of **personal skill** ends with him.

Time and place. Where no time is fixed, performance must be within a **reasonable time**, and what is reasonable is **a question of fact**. A **valid tender (offer of performance)** must be made at the **proper time**, at the **proper place**, to the **proper person**, and must be **unconditional and of the whole obligation** — the "all of the above" option.

Reciprocal promises may be **mutual and independent**, **mutual and dependent**, or **mutual and concurrent** — again all three. Building a house for a fixed price while the other supplies the timber is **mutual and dependent**. In **independent** performance **both parties perform their part independently**; in **reciprocal** performance **both perform**.

Joint promisors. Where A, B and C jointly promise to pay D ₹3,000, D may compel **any one or all of them — jointly and severally**. **Releasing one joint promisor does not discharge the others**, and the released promisor stays answerable to his co-promisors.

Appropriation of payments (Sections 59 to 61). The **debtor** appropriates first; failing him the **creditor**; failing both, the payment is applied **in order of time** — the oldest debt first.

Impossibility. Commercial impossibility means performance will result in a loss to the promisor — and it is **not** an excuse. Real **supervening impossibility** discharges: the potatoes destroyed by blight, the specific crop that fails.

In the normal course a contract ends by performance. On a **merger**, the contracts of the merged company **continue and are performed by the merged entity**.

UNDERSTANDING a concept told apart from its neighbours

- Joint and several is the answer whenever a promisee is asked whom he may sue. The options always offer "jointly" alone as the trap.
- Commercial impossibility is never an excuse. If the option says the promisor would merely lose money, the contract stands.

MQP 2025-Jun S1 · Q 1 · no marks printed · p 164	MQP mock paper	Medium
PYQ 2015-Mar · Q 1 · 1 mark · p 165	PYQ	Easy
PYQ 2014-Sep · Q 2 · 1 mark · p 165	PYQ	Medium
PYQ 2015-Sep · Q 2 · 1 mark · p 166	PYQ	Medium

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PYQ 2018-Dec · Q 1(ii) · 1 mark · p 167	PYQ	Medium
PYQ 2023-Jun · Q 1 · 2 marks · p 168	PYQ	Medium
PYQ 2025-Jun · Q 1 · 2 marks · p 169	PYQ	Medium
PYQ 2026-Jun · Q 1 · 2 marks · p 170	PYQ	Medium

REMEMBERING one printed fact, recalled

- The three performers, the four requirements of a valid tender, the three kinds of reciprocal promise — three short lists that between them are most of this 24-question block.
- Appropriation: debtor, then creditor, then order of time.

MQP 2025-Dec S1 · Q 2 · no marks printed · p 164	MQP mock paper	Easy
PYQ 2014-Sep · Q 1 · 1 mark · p 165	PYQ	Easy
PYQ 2015-Mar · Q 2 · 1 mark · p 165	PYQ	Easy
PYQ 2015-Mar · Q 3 · 1 mark · p 165	PYQ	Easy
PYQ 2015-Sep · Q 1 · 1 mark · p 166	PYQ	Easy
PYQ 2015-Dec · Q 1 · 1 mark · p 166	PYQ	Easy
PYQ 2015-Dec · Q 2 · 1 mark · p 166	PYQ	Easy
PYQ 2017-Dec · Q 1(i) · 1 mark · p 167	PYQ	Easy
PYQ 2018-Dec · Q 1(i) · 1 mark · p 167	PYQ	Easy
PYQ 2022-Dec · Q 1 · 1 mark · p 168	PYQ	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 168	PYQ	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 169	PYQ	Easy
PYQ 2024-Dec · Q 1 · 2 marks · p 169	PYQ	Easy

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PYQ 2024-Dec · Q 2 · 2 marks · p 169	PYQ	Easy
PYQ 2024-Dec · Q 3 · 2 marks · p 169	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 170	PYQ	Easy

Meaning of Indemnity, Pledge, Guarantee & Agency

CMAL1P1-C2-B2.7 · IMPORTANCE D · SCANNER PAGE 173 · 10 QUESTIONS

Read first The CHEAT SHEET at the head of block 2.7 in your Scanner, pages 173 to 176. These notes do not repeat it.

NOTES

A ten-question block, and each question is one definition.

Indemnity (Section 124)	one party promises to **save the other from loss**. **Section 125(1)** — the indemnity-holder may recover **all damages he may be compelled to pay** in any suit to which the promise applies, and also his costs and any sums paid on a compromise
Guarantee (Section 126)	a promise to **perform the promise or discharge the liability of a third person on his default**. There are **three parties — creditor, principal debtor and surety — and three contracts**
Pledge (pawn)	**bailment of goods as security for a debt or the performance of a promise**. The **pawnee may recover extraordinary expenses** but **may not retain the goods for them**
Agency	one person acts for another. **Agency by estoppel** arises where the **principal leads a third party to believe** someone is his agent. A **sub-agent** is **appointed by, and works under the control of, the agent**

A minor may be an agent. Capacity to contract is not a condition of being appointed an agent — the principal is bound, the minor agent is not personally liable. That is the standing "which statement is not true" answer.

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> **Agency is one of the exceptions to privity of contract**; so are **family arrangement** and **assignment**. **An agreement with a minor is not an exception** — it is simply void.

UNDERSTANDING a concept told apart from its neighbours

- Indemnity has two parties, guarantee three. Count the people in the stem and the answer usually follows.

MQP 2025-Dec S1 · Q 2 · no marks printed · p 175	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 3 · no marks printed · p 175	MQP mock paper	Medium
PYQ 2018-Jun · Q 1(i) · 1 mark · p 177	PYQ	Easy
PYQ 2025-Jun · Q 1 · 2 marks · p 177	PYQ	Medium
PYQ 2025-Jun · Q 2 · 2 marks · p 177	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 178	PYQ	Medium

REMEMBERING one printed fact, recalled

- Sections 124, 125(1) and 126, and the count of three parties and three contracts in a guarantee. Four of the block's ten questions are one of those.
- A minor can be an agent. Asked twice, in both directions.

MQP 2025-Dec S1 · Q 1 · no marks printed · p 175	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 4 · no marks printed · p 175	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 5 · no marks printed · p 176	MQP mock paper	Easy
PYQ 2016-Jun · Q 1 · 1 mark · p 177	PYQ	Easy

E-Contracts & E-Signatures - Meaning & Requirements

CMAL1P1-C2-B2.8 · IMPORTANCE D · SCANNER PAGE 181 · 31 QUESTIONS

> **Read first** The CHEAT SHEET at the head of block 2.8 in your Scanner, pages 181 to 184. These notes do not repeat it.

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NOTES

An e-contract is an ordinary contract made by electronic means. It needs everything an ordinary contract needs — offer and acceptance, free consent, lawful consideration and object, **competent parties**. What it removes is the need for both parties to be **physically present**, and it **speeds up completion**.

The Information Technology Act, 2000 governs. Section 10A — a contract formed by **electronic means is not unenforceable merely because it was formed electronically**, and it applies to **any** such contract. **Section 2(p)** defines the **digital signature**. **Section 85C of the Indian Evidence Act** — a **Digital Signature Certificate is presumed genuine**. The person who **receives** an electronic record is the **addressee**; the sender is the **originator**.

Electronic signatures must follow the **techniques prescribed by the Government** and be **encrypted to the prescribed standards**; their purpose is to **authenticate the identity of the signer and the electronic record**.

The three forms, and the whole block turns on telling them apart:

Click-wrap	the user must **click "I Agree" or "Install"** — **explicit** consent, and therefore the **most transparent** to the user; the usual form when **downloading software**
Browse-wrap	the terms sit behind a **hyperlink**; **continuing to use the site** is acceptance. Consent is by **conduct, with no button clicked**
Shrink-wrap	terms are disclosed **only after the packaging is opened** — which is exactly its disadvantage

Silence is not acceptance in an e-contract any more than anywhere else.

Standard-form contracts are criticised because they leave the weaker party **no bargaining power**. In **LIC v. Consumer Education & Research Centre** the court held that **standard forms may be unfair to the weaker party**.

An e-contract is void where consent was obtained unfairly — the electronic medium changes nothing about consent.

APPLYING one step of arithmetic, or one substitution

MODEL — · Q 25 · no marks printed · p 187 MODEL model set Easy

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UNDERSTANDING a concept told apart from its neighbours

- Ask what the user did. Clicked a button — click-wrap. Did nothing but keep browsing — browse-wrap. Opened a box — shrink-wrap.

MODEL — · Q 3 · no marks printed · p 183	MODEL model set	Medium
MODEL — · Q 4 · no marks printed · p 183	MODEL model set	Easy
MODEL — · Q 7 · no marks printed · p 184	MODEL model set	Easy
MODEL — · Q 8 · no marks printed · p 184	MODEL model set	Easy
MODEL — · Q 11 · no marks printed · p 184	MODEL model set	Easy
MODEL — · Q 15 · no marks printed · p 185	MODEL model set	Easy
MODEL — · Q 17 · no marks printed · p 185	MODEL model set	Easy
MODEL — · Q 19 · no marks printed · p 186	MODEL model set	Medium
MODEL — · Q 22 · no marks printed · p 186	MODEL model set	Easy
MODEL — · Q 23 · no marks printed · p 186	MODEL model set	Easy
MODEL — · Q 26 · no marks printed · p 187	MODEL model set	Easy
MODEL — · Q 30 · no marks printed · p 187	MODEL model set	Medium
PYQ 2026-Jun · Q 1 · 2 marks · p 188	PYQ	Medium

REMEMBERING one printed fact, recalled

- Section 10A, Section 2(p), Section 85C. Three numbers, and each has been asked on its own.
- The three wraps with their one distinguishing word: click, browse, shrink. Nearly half this block is one of the three.

MODEL — · Q 1 · no marks printed · p 183	MODEL model set	Easy
MODEL — · Q 2 · no marks printed · p 183	MODEL model set	Easy
MODEL — · Q 5 · no marks printed · p 183	MODEL model set	Easy

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MODEL — · Q 6 · no marks printed · p 184	MODEL model set	Easy
MODEL — · Q 9 · no marks printed · p 184	MODEL model set	Easy
MODEL — · Q 10 · no marks printed · p 184	MODEL model set	Easy
MODEL — · Q 12 · no marks printed · p 185	MODEL model set	Easy
MODEL — · Q 13 · no marks printed · p 185	MODEL model set	Easy
MODEL — · Q 14 · no marks printed · p 185	MODEL model set	Easy
MODEL — · Q 16 · no marks printed · p 185	MODEL model set	Easy
MODEL — · Q 18 · no marks printed · p 186	MODEL model set	Easy
MODEL — · Q 20 · no marks printed · p 186	MODEL model set	Easy
MODEL — · Q 21 · no marks printed · p 186	MODEL model set	Easy
MODEL — · Q 24 · no marks printed · p 187	MODEL model set	Easy
MODEL — · Q 27 · no marks printed · p 187	MODEL model set	Easy
MODEL — · Q 28 · no marks printed · p 187	MODEL model set	Easy
MODEL — · Q 29 · no marks printed · p 187	MODEL model set	Easy

Discharge of Contracts

CMAL1P1-C2-B2.9 · IMPORTANCE C · SCANNER PAGE 189 · 30 QUESTIONS

Read first The CHEAT SHEET at the head of block 2.9 in your Scanner, pages 189 to 192. These notes do not repeat it.

NOTES

The modes of discharge — learn the list, because "a contract stands discharged by..." is answered "all of the above".

By performance	the normal ending
By agreement	**novation** (**substitution of a new contract**),

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	rescission (**cancellation of the existing contract**), **alteration** (change in one or more terms), **remission** (**acceptance of a lesser fulfilment than agreed** — ₹15,000 taken for a ₹20,000 debt), **waiver** (abandoning a right — a creditor accepting a third party as his debtor)
By impossibility — Section 56	an agreement to do an **impossible act is void**; supervening impossibility **frustrates** the contract and **neither party is liable**. **Difficulty in performance and commercial impossibility do not count**
By operation of law	**insolvency**, **death** where personal skill is involved, **merger**, and **material alteration**
By lapse of time	the limitation period for a **simple contract in India is three years**
By breach	actual or anticipatory — and **breach is not a mutual discharge**, which is the standing "which is not" answer

Material alteration of a negotiable instrument without consent discharges the parties who became liable **prior to** the alteration; a material alteration of a contract makes it **voidable at the option of the party who did not consent**.

Insolvency proceedings may be started by any of the debtor's creditors, not only by the debtor and not only by the Government.

The frustration illustrations: the **potato crop destroyed by blight — void, frustrated**; the man who **goes mad before the marriage date — void**; the **subject matter that ceases to exist — neither party liable**; the **contractor who fails to supply charpoys — void** where performance became impossible.

On valid performance the contract is discharged — and "discharged" is the word the options test, not "terminated" or "lapsed".

APPLYING one step of arithmetic, or one substitution

PYQ 2016-Jun · Q 1 · 1 mark · p 193 **PYQ** **Easy**

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UNDERSTANDING a concept told apart from its neighbours

- Remission is taking **less**; rescission is taking **nothing** and cancelling; novation is taking **something else**. Those three are set against one another every sitting.
- Impossibility must be real. Difficulty, extra cost and loss of profit never discharge.

MQP 2025-Dec S1 · Q 4 · no marks printed · p 191	MQP mock paper	Medium
MQP 2025-Dec S2 · Q 8 · no marks printed · p 192	MQP mock paper	Medium
PYQ 2017-Jun · Q 1(i) · 1 mark · p 194	PYQ	Medium
PYQ 2023-Jun · Q 1 · 2 marks · p 196	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 197	PYQ	Easy
PYQ 2023-Jun · Q 2 · 2 marks · p 197	PYQ	Medium
PYQ 2026-Jun · Q 1 · 2 marks · p 198	PYQ	Medium
PYQ 2025-Dec · Q 2 · 2 marks · p 198	PYQ	Easy

REMEMBERING one printed fact, recalled

- Section 56 for impossibility, three years for limitation. Both asked as bare facts.
- Novation, rescission, alteration, remission, waiver — five words, five one-line meanings. They are the heart of the block.

MQP 2024-Dec S1 · Q 1 · no marks printed · p 191	MQP mock paper	Easy
MQP 2024-Dec S1 · Q 2 · no marks printed · p 191	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 3 · no marks printed · p 191	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 5 · no marks printed · p 191	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 6 · no marks printed · p 192	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 7 · no marks printed · p 192	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 9 · no marks printed · p 192	MQP mock paper	Easy

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PYQ 2014-Dec · Q 1 · 1 mark · p 193	PYQ	Easy
PYQ 2015-Mar · Q 1 · 1 mark · p 193	PYQ	Easy
PYQ 2014-Dec · Q 2 · 1 mark · p 193	PYQ	Easy
PYQ 2016-Dec · Q 1(i) · 1 mark · p 194	PYQ	Easy
PYQ 2016-Dec · Q 1(ii) · 1 mark · p 194	PYQ	Easy
PYQ 2019-Jun · Q 1(i) · 1 mark · p 194	PYQ	Easy
PYQ 2019-Jun · Q 1(ii) · 1 mark · p 195	PYQ	Easy
PYQ 2019-Jun · Q 1(iii) · 1 mark · p 195	PYQ	Easy
PYQ 2019-Dec · Q 1(i) · 1 mark · p 195	PYQ	Easy
PYQ 2022-Dec · Q 1 · 1 mark · p 196	PYQ	Easy
PYQ 2022-Dec · Q 2 · 1 mark · p 196	PYQ	Easy
PYQ 2022-Dec · Q 3 · 1 mark · p 196	PYQ	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 197	PYQ	Easy
PYQ 2025-Jun · Q 1 · 2 marks · p 197	PYQ	Easy

Breach of Contracts & Remedies for Breach of Contracts

CMAL1P1-C2-B2.10 · IMPORTANCE D · SCANNER PAGE 201 · 17 QUESTIONS

Read first The CHEAT SHEET at the head of block 2.10 in your Scanner, pages 201 to 204. These notes do not repeat it.

NOTES

The remedies for breach: rescission of the contract · **damages · quantum meruit · specific performance · injunction** — the "all of the above" option. An **injunction** is an order restraining a person from **doing what he promised not to do**.

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A party loses the right to rescind where he has **ratified** the contract, where a **third party has acquired rights** in good faith for value, where **restitution to the original position is impossible**, or where the contract is **not severable and he has rescinded part** — all of these.

Damages — Section 73. They are **compensatory**, not punitive and not deterrent.

Ordinary (general)	loss that **naturally flows** from the breach
Special	loss the parties **knew of when contracting** — the baby-food samples sent for a trade show, the railway being told why
Nominal	a **right infringed but no actual loss**
Exemplary (vindictive, punitive)	**awarded by way of punishment** — breach of a promise to marry, a banker's wrongful dishonour
Liquidated and penalty	a sum fixed in the contract itself

"**Symbolic damages**" is not a kind of damages — it is the standing "odd one out" answer, as is "**sue for reward**" among the remedies.

For a breach of warranty the buyer may only claim damages; he cannot reject the goods or repudiate the contract. That belongs to a breach of **condition**.

An illegal contract gives no remedy at all — the two who agree to share the profits of smuggling have none against each other.

A contract not performed by the performer is a breach, and **a promise made with no intention to perform is fraud**, not breach.

APPLYING one step of arithmetic, or one substitution

PYQ 2015-Jun · Q 1 · 1 mark · p 204 **PYQ** **Easy**

UNDERSTANDING a concept told apart from its neighbours

- Ordinary against special damages is a question of **knowledge**. If the stem says the other party was told of the special purpose, the answer is special damages.
- Condition gives repudiation, warranty gives damages only. That line carries into chapter 3 as well.

PYQ 2014-Dec · Q 1 · 1 mark · p 204 **PYQ** **Easy**

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PYQ 2014-Dec · Q 2 · 1 mark · p 204	PYQ	Medium
PYQ 2015-Dec · Q 1 · 1 mark · p 205	PYQ	Easy
PYQ 2024-Dec · Q 1 · 2 marks · p 206	PYQ	Easy

REMEMBERING one printed fact, recalled

- Section 73 for damages, and the five kinds with one line each. Half this seventeen-question block is one of them.
- Damages are compensatory. The word is printed as an option and it is the answer.

MQP 2024-Dec S1 · Q 1 · no marks printed · p 203	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 2 · no marks printed · p 203	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 3 · no marks printed · p 203	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 4 · no marks printed · p 203	MQP mock paper	Easy
PYQ 2015-Mar · Q 1 · 1 mark · p 204	PYQ	Easy
PYQ 2015-Jun · Q 2 · 1 mark · p 204	PYQ	Easy
PYQ 2017-Dec · Q 1(i) · 1 mark · p 205	PYQ	Easy
PYQ 2019-Jun · Q 1(i) · 1 mark · p 205	PYQ	Easy
PYQ 2015-Jun · Q 3 · 1 mark · p 205	PYQ	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 206	PYQ	Easy
PYQ 2025-Jun · Q 1 · 2 marks · p 207	PYQ	Easy
PYQ 2025-Jun · Q 2 · 2 marks · p 207	PYQ	Easy

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CHAPTER 3

Sale of Goods Act, 1930

6 Blocks · 241 Classified Questions · 252 Marks · Importance: B

SKILL REQUIRED share of the chapter's 252 marks — this chapter reads **weighted towards recall and explanation**

Analysing	0%	1 of 252 marks · 1 question
Applying	3%	8 of 252 marks · 9 questions
Understanding	27%	68 of 252 marks · 69 questions
Remembering	69%	175 of 252 marks · 162 questions

Definitions and one-line rules, with a handful of worked illustrations. There is no arithmetic. Learn the four Latin tags, the three kinds of delivery and the three rights of the unpaid seller, and most of the chapter answers itself.

Definition

CMAL1P1-C3-B3.1 · IMPORTANCE C · SCANNER PAGE 209 · 62 QUESTIONS

Read first The CHEAT SHEET at the head of block 3.1 in your Scanner, pages 209 to 213. These notes do not repeat it.

NOTES

The Act. The Sale of Goods Act, 1930 **came into force on 1 July 1930** and governs the transfer of property in **movable** property only. It deals with **sales of goods in general** — not just cash sales, credit sales or hire purchase. For terms it does not define, reference is made to the **Indian Contract Act**. It **extends to the whole of India**; the State once excepted was **Jammu & Kashmir**, and page 218 keys that question "All of the above" — see the corrigendum at the end of this booklet.

'Goods' — Section 2(7) means **every kind of movable property other than actionable claims and money**, and **includes stocks and shares, growing crops, grass, and things attached to or forming part of the land which are agreed to be severed before sale. Money and actionable claims (a debt) are not goods; current coins are not goods, but rare and jubilee coins are; goodwill, copyright, patent and foreign currency are goods.**

Existing goods	owned or possessed by the seller when the contract is made
Specific goods	**identified and agreed upon at the time the contract is made**
Ascertained goods	identified **after** the contract is made

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Unascertained goods	not identified — "one horse out of my ten"
Future goods	to be **manufactured, produced or acquired after** the contract. A present sale of future goods **operates as an agreement to sell**, and **ownership cannot pass before the goods are acquired**. They **can** be the subject matter of a contract of sale
Contingent goods	future goods whose acquisition depends on a **contingency**

"**Future goods**" is the odd one out among specific, unascertained, future and ascertained — the other three are all **existing** goods.

Sale against agreement to sell. In a **sale** the **property passes at once**; in an **agreement to sell** it passes later, so an agreement to sell is an **executory** contract and the **agreement to sell precedes the sale**. It **becomes a sale when the conditions are satisfied or the time elapses**.

Essentials of a contract of sale: two parties, **goods** as the subject matter, a **price in money**, **transfer of general property in the goods**, and the essentials of a valid contract. **Writing is not required** and **payment at the time of the contract is not required**. A **barter** (goods for goods) is not a sale.

Price — Section 2(10), and it may be **fixed by the contract**, **fixed in a manner agreed**, **determined by the course of dealing**, or left to a **third party's valuation** — all of these. Where no price is fixed, the buyer pays a **reasonable price**; a price fixed by Government or a regulator is an **administered price**.

Definitions to hold exactly. Seller — a person who **sells or agrees to sell** goods. **Buyer** — one who **buys or agrees to buy goods** (not services). **Mercantile agent** — one having authority to **sell or consign goods for sale, to buy goods, or to raise money on the security of goods** — any of these. **Document of title to goods (Section 2(4))** — the definition is **inclusive**, not exhaustive; a **delivery order**, a **bill of lading** and a **warehouse keeper's or wharfinger's certificate** are documents of title; a **mate's receipt is only an acknowledgement of receipt** and a **share certificate merely shows title**.

If specific goods have perished before the contract is made, the contract is void.

Hire purchase. The hirer **has the option to return the goods or to buy them**; he is **not the owner until the last instalment**, so he **cannot resell**, and on his **insolvency the seller can take the goods back**.

APPLYING one step of arithmetic, or one substitution

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MQP 2024-Dec S2 · Q 11 · no marks printed · p 213	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 16 · no marks printed · p 213	MQP mock paper	Easy
PYQ 2014-Sep · Q 5 · 1 mark · p 215	PYQ	Easy
PYQ 2015-Dec · Q 2 · 1 mark · p 217	PYQ	Easy
PYQ 2016-Jun · Q 2 · 1 mark · p 218	PYQ	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 222	PYQ	Easy

UNDERSTANDING a concept told apart from its neighbours

- "Goods or not goods" is settled by two exclusions — money and actionable claims. Everything else movable is in.
- Sale or agreement to sell? Ask whether ownership has already moved. That is the only test, and it recurs throughout the chapter.

MQP 2024-Jun · Q 1 · no marks printed · p 211	MQP mock paper	Medium
MQP 2024-Dec S1 · Q 2 · no marks printed · p 211	MQP mock paper	Easy
MQP 2024-Dec S1 · Q 4 · no marks printed · p 211	MQP mock paper	Medium
MQP 2024-Dec S1 · Q 8 · no marks printed · p 212	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 13 · no marks printed · p 213	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 15 · no marks printed · p 213	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 19 · no marks printed · p 214	MQP mock paper	Medium
MQP 2025-Dec S2 · Q 20 · no marks printed · p 214	MQP mock paper	Medium
PYQ 2014-Sep · Q 1 · 1 mark · p 215	PYQ	Medium
PYQ 2014-Sep · Q 2 · 1 mark · p 215	PYQ	Easy
PYQ 2015-Mar · Q 1 · 1 mark · p 216	PYQ	Medium

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PYQ 2015-Jun · Q 1 · 1 mark · p 217	PYQ	Medium
PYQ 2015-Dec · Q 1 · 1 mark · p 217	PYQ	Easy
PYQ 2016-Mar · Q 1 · 1 mark · p 218	PYQ	Medium
PYQ 2016-Mar · Q 1 · 1 mark · p 218	PYQ	Easy
PYQ 2016-Jun · Q 1 · 1 mark · p 218	PYQ	Medium
PYQ 2016-Dec · Q 1(ii) · 1 mark · p 219	PYQ	Easy
PYQ 2017-Dec · Q 1(ii) · 1 mark · p 220	PYQ	Easy
PYQ 2019-Dec · Q 1(i) · 1 mark · p 221	PYQ	Easy
PYQ 2025-Jun · Q 1 · 2 marks · p 222	PYQ	Easy
PYQ 2025-Dec · Q 2 · 2 marks · p 222	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 223	PYQ	Medium
PYQ 2025-Dec · Q 3 · 2 marks · p 223	PYQ	Easy

REMEMBERING one printed fact, recalled

- 1 July 1930; movable property only; Sections 2(4), 2(7) and 2(10). Four facts, and each has been asked as a bare question more than twice.
- The six kinds of goods with one line each. The classification question is set at almost every sitting.

MQP 2024-Dec S1 · Q 3 · no marks printed · p 211	MQP mock paper	Easy
MQP 2024-Dec S1 · Q 5 · no marks printed · p 211	MQP mock paper	Easy
MQP 2024-Dec S1 · Q 6 · no marks printed · p 212	MQP mock paper	Easy
MQP 2024-Dec S1 · Q 7 · no marks printed · p 212	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 9 · no marks printed · p 212	MQP mock paper	Easy

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MQP 2024-Dec S2 · Q 10 · no marks printed · p 212	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 12 · no marks printed · p 213	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 14 · no marks printed · p 213	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 17 · no marks printed · p 214	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 18 · no marks printed · p 214	MQP mock paper	Easy
PYQ 2014-Sep · Q 3 · 1 mark · p 215	PYQ	Easy
PYQ 2014-Sep · Q 4 · 1 mark · p 215	PYQ	Easy
PYQ 2014-Dec · Q 1 · 1 mark · p 216	PYQ	Easy
PYQ 2014-Dec · Q 2 · 1 mark · p 216	PYQ	Easy
PYQ 2015-Mar · Q 2 · 1 mark · p 216	PYQ	Easy
PYQ 2015-Mar · Q 3 · 1 mark · p 216	PYQ	Easy
PYQ 2015-Sep · Q 1 · 1 mark · p 217	PYQ	Easy
PYQ 2015-Dec · Q 3 · 1 mark · p 217	PYQ	Easy
PYQ 2016-Jun · Q 3 · 1 mark · p 218	PYQ	Easy
PYQ 2016-Dec · Q 1(i) · 1 mark · p 219	PYQ	Easy
PYQ 2017-Jun · Q 1(i) · 1 mark · p 219	PYQ	Easy
PYQ 2016-Jun · Q 4 · 1 mark · p 219	PYQ	Easy
PYQ 2017-Dec · Q 1(i) · 1 mark · p 220	PYQ	Easy
PYQ 2018-Dec · Q 1(i) · 1 mark · p 220	PYQ	Easy
PYQ 2023-Jun · Q 1 · 2 marks · p 221	PYQ	Easy

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PYQ 2023-Dec · Q 1 · 2 marks · p 221	PYQ	Easy
PYQ 2023-Dec · Q 2 · 2 marks · p 221	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 222	PYQ	Easy
PYQ 2025-Jun · Q 2 · 2 marks · p 222	PYQ	Easy
PYQ 2026-Jun · Q 2 · 2 marks · p 223	PYQ	Easy
PYQ 2025-Dec · Q 4 · 2 marks · p 223	PYQ	Easy
PYQ 2025-Dec · Q 5 · 2 marks · p 223	PYQ	Easy
PYQ 2025-Dec · Q 6 · 2 marks · p 223	PYQ	Easy

Transfer of Ownership

CMAL1P1-C3-B3.2 · IMPORTANCE B · SCANNER PAGE 225 · 63 QUESTIONS

Read first The CHEAT SHEET at the head of block 3.2 in your Scanner, pages 225 to 229. These notes do not repeat it.

NOTES

'Property in the goods' means ownership**, not possession and not custody.** That single line is asked six or seven times in this block alone, with the options shuffled.

Risk prima facie passes with ownership — not with possession, delivery or custody. So **if the goods are destroyed the loss falls on the owner**: in a completed sale, on the **buyer**, even where the goods still lie undelivered with the seller. On **sale or return**, ownership has not passed until the buyer approves, so a horse that **dies within the return period** is the **seller's** loss.

Section 19	property in **specific or ascertained** goods passes **when the parties intend** it to pass
Section 20	in an **unconditional** contract for **specific goods in a deliverable state** property passes **when the contract is made**, **even though payment or delivery or both are postponed**
Sections 18 and 23	in **unascertained** goods, no property passes until the goods are **ascertained and unconditionally**

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	appropriated to the contract

Ascertainment is identifying the goods and setting them apart; **appropriation** is separating the goods sold, putting them into deliverable packages and setting them apart for the buyer — and it requires that the goods **conform to the description and quality**, be in a **deliverable state**, be **unconditionally appropriated** and that the **assent of the other party** be given.

Nemo dat quod non habet — none can give who does not himself possess. The buyer gets **no better title than the seller had**. The **exceptions** — which exist to **protect a bona fide buyer for value** — are **sale by a mercantile agent**, **sale by a joint owner in sole possession with the other owners' consent**, **sale by a person in possession under a voidable contract before it is rescinded**, **sale by a seller or buyer in possession after sale**, **sale by an unpaid seller**, and **sale by estoppel**. "**Sale by a power of attorney holder**" is not one of them, and it is the standing odd-one-out.

The fraud illustration, set three times: A obtains goods by fraud so his title is **voidable**; **before B rescinds**, A sells to C who buys in good faith — **C gets a good title**.

Auction sales — Section 64. The sale is complete on the **fall of the hammer**, and the goods go to the **highest bidder**. **Puffers** are fictitious bidders used by the seller to raise the price, and where the right to bid is not reserved such **pretended bidding makes the sale voidable at the option of the buyer** and the auctioneer's conduct **fraudulent**. **Damping** is discouraging genuine bidders; a **knock-out agreement** is a combination of **buyers** to keep the price down.

Trade terms. In an **FOB** contract property and risk pass **on shipment**; a **CIF** contract is a **contract for the sale of documents**; in an **ex-ship** contract the seller delivers at the **port of destination**. A sale requiring goods to move from one State to another is an **inter-State sale**.

A finder of goods may sell them only if they are of a perishable nature (or the owner cannot be found and the lawful charges reach two-thirds of the value).

APPLYING one step of arithmetic, or one substitution

- Work the voidable-title illustration once. It has been set at three sittings with the goods and the names changed, and the answer is always that the innocent buyer keeps them.

UNDERSTANDING a concept told apart from its neighbours

- Every "who bears the loss" question is answered by asking who owned the goods at that moment — never who was holding them.
- For the auction words, remember who is doing it: puffing and damping are done to the price by sellers and rivals; a knock-out is done by buyers.

MQP 2024-Jun · Q 4 · no marks printed · p 228	MQP mock paper	Medium
MQP 2024-Dec S2 · Q 8 · no marks printed · p 229	MQP	Medium

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	mock paper	
MQP 2025-Dec S2 · Q 12 · no marks printed · p 230	MQP mock paper	Medium
MQP 2025-Dec S2 · Q 14 · no marks printed · p 230	MQP mock paper	Medium
PYQ 2015-Sep · Q 1 · 1 mark · p 232	PYQ	Medium
PYQ 2017-Dec · Q 1(i) · 1 mark · p 234	PYQ	Medium
PYQ 2022-Dec · Q 2 · 1 mark · p 237	PYQ	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 238	PYQ	Easy
PYQ 2023-Jun · Q 3 · 2 marks · p 238	PYQ	Medium
PYQ 2024-Jun · Q 1 · 2 marks · p 239	PYQ	Medium
PYQ 2024-Dec · Q 2 · 2 marks · p 240	PYQ	Easy
PYQ 2024-Dec · Q 3 · 2 marks · p 240	PYQ	Easy
PYQ 2024-Dec · Q 4 · 2 marks · p 240	PYQ	Medium
PYQ 2026-Jun · Q 1 · 2 marks · p 241	PYQ	Medium

REMEMBERING one printed fact, recalled

- Property = ownership; risk follows ownership. Those two lines are close to a third of this 63-question block.
- Sections 19, 20 and 23 with one phrase each, and the six exceptions to nemo dat as a list.

MQP 2024-Jun · Q 1 · no marks printed · p 228	MQP mock paper	Easy
MQP 2024-Jun · Q 2 · no marks printed · p 228	MQP mock paper	Easy
MQP 2024-Jun · Q 3 · no marks printed · p 228	MQP mock paper	Easy
MQP 2024-Jun · Q 5 · no marks printed · p 228	MQP mock paper	Easy
MQP 2024-Jun · Q 6 · no marks printed · p 229	MQP mock paper	Easy

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MQP 2024-Dec S2 · Q 7 · no marks printed · p 229	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 9 · no marks printed · p 229	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 11 · no marks printed · p 229	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 13 · no marks printed · p 230	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 15 · no marks printed · p 230	MQP mock paper	Easy
PYQ 2014-Sep · Q 1 · 1 mark · p 231	PYQ	Easy
PYQ 2014-Dec · Q 1 · 1 mark · p 231	PYQ	Easy
PYQ 2015-Mar · Q 1 · 1 mark · p 231	PYQ	Easy
PYQ 2014-Sep · Q 2 · 1 mark · p 231	PYQ	Easy
PYQ 2014-Dec · Q 2 · 1 mark · p 231	PYQ	Easy
PYQ 2015-Jun · Q 1 · 1 mark · p 232	PYQ	Easy
PYQ 2015-Jun · Q 2 · 1 mark · p 232	PYQ	Easy
PYQ 2015-Sep · Q 2 · 1 mark · p 232	PYQ	Easy
PYQ 2015-Dec · Q 1 · 1 mark · p 233	PYQ	Easy
PYQ 2016-Mar · Q 1 · 1 mark · p 233	PYQ	Easy
PYQ 2016-Jun · Q 1 · 1 mark · p 233	PYQ	Easy
PYQ 2015-Dec · Q 2 · 1 mark · p 233	PYQ	Easy
PYQ 2016-Mar · Q 2 · 1 mark · p 233	PYQ	Easy
PYQ 2017-Jun · Q 1(i) · 1 mark · p 234	PYQ	Easy
PYQ 2018-Jun · Q 1(i) · 1 mark · p 234	PYQ	Easy

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PYQ 2016-Jun · Q 2 · 1 mark · p 234	PYQ	Easy
PYQ 2018-Jun · Q 1(ii) · 1 mark · p 235	PYQ	Easy
PYQ 2018-Jun · Q 1(iii) · 1 mark · p 235	PYQ	Easy
PYQ 2018-Jun · Q 1(i) · 1 mark · p 235	PYQ	Easy
PYQ 2018-Dec · Q 1(i) · 1 mark · p 235	PYQ	Easy
PYQ 2018-Dec · Q 1(ii) · 1 mark · p 236	PYQ	Easy
PYQ 2019-Jun · Q 1(i) · 1 mark · p 236	PYQ	Easy
PYQ 2019-Dec · Q 1(i) · 1 mark · p 236	PYQ	Easy
PYQ 2019-Dec · Q 1(ii) · 1 mark · p 236	PYQ	Easy
PYQ 2022-Dec · Q 1 · 1 mark · p 237	PYQ	Easy
PYQ 2023-Jun · Q 1 · 2 marks · p 237	PYQ	Easy
PYQ 2022-Dec · Q 3 · 1 mark · p 237	PYQ	Easy
PYQ 2022-Dec · Q 4 · 1 mark · p 237	PYQ	Easy
PYQ 2023-Jun · Q 2 · 2 marks · p 238	PYQ	Easy
PYQ 2023-Dec · Q 2 · 2 marks · p 238	PYQ	Easy
PYQ 2023-Jun · Q 4 · 2 marks · p 238	PYQ	Easy
PYQ 2024-Jun · Q 2 · 2 marks · p 239	PYQ	Easy
PYQ 2023-Dec · Q 3 · 2 marks · p 239	PYQ	Easy
PYQ 2024-Jun · Q 3 · 2 marks · p 239	PYQ	Easy
PYQ 2023-Dec · Q 4 · 2 marks · p 239	PYQ	Easy

PYQ 2024-Dec · Q 1 · 2 marks · p 240	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 240	PYQ	Easy
PYQ 2026-Jun · Q 2 · 2 marks · p 241	PYQ	Easy
PYQ 2026-Jun · Q 3 · 2 marks · p 241	PYQ	Easy

Essential Conditions of a Contract

CMAL1P1-C3-B3.3 · IMPORTANCE D · SCANNER PAGE 245 · 21 QUESTIONS

Read first The CHEAT SHEET at the head of block 3.3 in your Scanner, pages 245 to 248. These notes do not repeat it.

NOTES

A twenty-one-question block that overlaps blocks 3.1 and 3.4; take it as revision of both.

Section 5(1) — a contract of sale may be made **in writing, by word of mouth, partly in writing and partly by word of mouth, or implied from the conduct of the parties**. All of these; **no writing is required**.

The contract may provide for immediate delivery and immediate payment**, for** delivery or payment by instalments**, or for** delivery or payment postponed — again, all of these.

Section 11 — the time of payment is not of the essence of the contract unless the parties so agree. Whether any other stipulation as to time is of the essence depends on the **terms of the contract**.

Price must be **certain, or capable of being made certain** — by a method prescribed in the contract, by a third party's valuation, or by the course of dealing. Where no price is fixed, a **reasonable price** is payable; where the **third party fails to fix it but the buyer has received and appropriated the goods**, he must pay a **reasonable price**.

Caveat emptor — let the buyer beware. The seller is under **no obligation to point out the defects in his own goods**. **The doctrine does not apply** where the buyer **relies on the seller's skill and judgment**, where goods are bought **by description** from a dealer, **by sample**, where there is a **usage of trade**, or where the **seller is guilty of fraud** or conceals a defect.

Force majeure events make the contract of sale void**.**

The essential element of a contract of sale is the transfer of ownership **in the goods** — not delivery. **A valid contract of sale includes an agreement to sell**, but **not** a hire purchase.

Pledging goods obtained on sale or return completes the sale — the buyer has done an act

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adopting the transaction.

A barter — oil for cotton — is not a sale, because the price must be in money.

UNDERSTANDING a concept told apart from its neighbours

- "Transfer of ownership" is the essential; delivery is not. The options always offer delivery, and often offer "both", and the answer is ownership alone.

MQP 2024-Dec S1 · Q 1 · no marks printed · p 246	MQP mock paper	Medium
MQP 2024-Jun S1 · Q 2 · no marks printed · p 246	MQP mock paper	Medium
MQP 2024-Dec S1 · Q 4 · no marks printed · p 246	MQP mock paper	Medium
PYQ 2016-Mar · Q 1 · 1 mark · p 248	PYQ	Easy
PYQ 2015-Dec · Q 2 · 1 mark · p 248	PYQ	Easy
PYQ 2016-Jun · Q 3 · 1 mark · p 249	PYQ	Easy
PYQ 2017-Jun · Q 1(i) · 1 mark · p 250	PYQ	Medium
PYQ 2019-Jun · Q 1(i) · 1 mark · p 250	PYQ	Easy

REMEMBERING one printed fact, recalled

- Section 5(1) and Section 11, and the four ways a price may be settled. Between them nearly half this small block.
- Caveat emptor and its five exceptions. It is asked here and again in block 3.4.

MQP 2024-Jun S2 · Q 3 · no marks printed · p 246	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 5 · no marks printed · p 246	MQP mock paper	Easy
PYQ 2015-Jun · Q 1 · 1 mark · p 248	PYQ	Easy
PYQ 2015-Dec · Q 1 · 1 mark · p 248	PYQ	Easy
PYQ 2016-Jun · Q 1 · 1 mark · p 249	PYQ	Easy

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PYQ 2016-Mar · Q 2 · 1 mark · p 249	PYQ	Easy
PYQ 2016-Jun · Q 2 · 1 mark · p 249	PYQ	Easy
PYQ 2016-Jun · Q 4 · 1 mark · p 249	PYQ	Easy
PYQ 2022-Dec · Q 1 · 1 mark · p 250	PYQ	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 250	PYQ	Easy
PYQ 2025-Jun · Q 1 · 2 marks · p 251	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 251	PYQ	Easy
PYQ 2025-Jun · Q 2 · 2 marks · p 251	PYQ	Easy

Conditions & Warranties

CMAL1P1-C3-B3.4 · IMPORTANCE C · SCANNER PAGE 253 · 28 QUESTIONS

Read first The CHEAT SHEET at the head of block 3.4 in your Scanner, pages 253 to 255. These notes do not repeat it.

NOTES

Condition against warranty — the whole block.

Condition	a stipulation **essential to the main purpose** of the contract. Breach lets the buyer **reject the goods and repudiate the contract**
Warranty	a stipulation **collateral to the main purpose**. Breach gives a right **to claim damages only** — never to reject the goods

Whether a stipulation is a condition or a warranty depends on the construction of the contract, not on what the parties call it. A **breach of condition may be treated as a breach of warranty** by the buyer, but the reverse is not true.

Implied conditions: as to **title** · as to **description** · as to **sample** · as to **sample and description together** · as to **quality or fitness for a particular purpose** · as to **merchantability** · as to **wholesomeness** (in the sale of eatables).

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Implied warranties: quiet possession · freedom from encumbrances (free from any charge or claim of a third party) **· disclosure of the dangerous nature of goods · quality or fitness by usage of trade**.

"**Quiet possession**" is the odd one out among conditions as to title, description and sample — it is a **warranty**. Conversely, when a question lists warranties, **quiet possession and freedom from encumbrances** are the pair to pick.

Merchantable quality means the goods are **commercially saleable** and **fit for the purpose for which they are ordinarily used** — both halves. **Blunt knives** are a breach of the condition as to **merchantability**.

Where goods are sold by sample as well as by description, they must correspond with both**.** Matching the sample alone is not enough — the standing illustration is the organic cotton fabric that matches the sample but not the description.

Where the seller knows the goods are dangerous and knows the buyer is ignorant of it, there is an implied warranty to warn **him.**

Caveat emptor again: the doctrine that the seller need not point out defects in his own goods, and it does **not** apply where the **buyer relies on the seller's skill and judgment** or where the **seller is guilty of fraud**.

ANALYSING two or more steps, or two ideas weighed together

PYQ 2014-Dec · Q 1 · 1 mark · p 256	PYQ	Hard

UNDERSTANDING a concept told apart from its neighbours

- Breach of condition — reject. Breach of warranty — damages only. Answer the remedy first and the classification follows.
- Sample and description together: if the stem mentions both, the goods must satisfy both.

MQP 2025-Dec S1 · Q 3 · no marks printed · p 255	MQP mock paper	Medium
PYQ 2014-Sep · Q 1 · 1 mark · p 256	PYQ	Medium
PYQ 2015-Mar · Q 1 · 1 mark · p 257	PYQ	Medium
PYQ 2015-Mar · Q 2 · 1 mark · p 257	PYQ	Medium
PYQ 2017-Dec · Q 1(i) · 1 mark · p 258	PYQ	Medium

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PYQ 2019-Dec · Q 1(i) · 1 mark · p 259	PYQ	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 260	PYQ	Medium
PYQ 2024-Dec · Q 2 · 2 marks · p 260	PYQ	Medium
PYQ 2025-Jun · Q 2 · 2 marks · p 261	PYQ	Easy
PYQ 2025-Jun · Q 3 · 2 marks · p 261	PYQ	Medium

REMEMBERING one printed fact, recalled

- The two definitions word for word — essential to the main purpose, collateral to the main purpose. They are printed as options verbatim.
- The list of implied conditions and the list of implied warranties, kept apart. Every "which of these is a warranty" question is a test of that separation.

MQP 2025-Jun S1 · Q 1 · no marks printed · p 255	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 2 · no marks printed · p 255	MQP mock paper	Easy
PYQ 2014-Sep · Q 2 · 1 mark · p 256	PYQ	Easy
PYQ 2015-Jun · Q 1 · 1 mark · p 257	PYQ	Easy
PYQ 2015-Jun · Q 2 · 1 mark · p 257	PYQ	Easy
PYQ 2015-Sep · Q 1 · 1 mark · p 258	PYQ	Easy
PYQ 2018-Dec · Q 1(i) · 1 mark · p 258	PYQ	Easy
PYQ 2019-Jun · Q 1(i) · 1 mark · p 258	PYQ	Easy
PYQ 2023-Jun · Q 1 · 2 marks · p 259	PYQ	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 259	PYQ	Easy
PYQ 2024-Dec · Q 1 · 2 marks · p 260	PYQ	Easy
PYQ 2025-Jun · Q 1 · 2 marks · p 260	PYQ	Easy

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PYQ 2024-Dec · Q 3 · 2 marks · p 260	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 261	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 261	PYQ	Easy
PYQ 2026-Jun · Q 2 · 2 marks · p 261	PYQ	Easy
PYQ 2026-Jun · Q 3 · 2 marks · p 262	PYQ	Easy

Performance of Contract of Sale

CMAL1P1-C3-B3.5 · IMPORTANCE B · SCANNER PAGE 265 · 44 QUESTIONS

Read first The CHEAT SHEET at the head of block 3.5 in your Scanner, pages 265 to 268. These notes do not repeat it.

NOTES

Delivery is the voluntary transfer of possession **from one person to another** — voluntary, not compulsory, and not an exchange of goods. **There are three modes.**

Actual	the goods are **physically handed over**
Symbolic	something representing the goods is handed over — the **keys of a godown**, the **keys of a car**, a **document of title such as a bill of lading**
Constructive (attornment)	a **third party in possession acknowledges to the buyer that he now holds the goods on his behalf** — the 200 bags of sugar in C's godown that C agrees to hold for B

"**Conditional**" is not a mode of delivery, and it is the standing odd-one-out.

Unless otherwise agreed, delivery of the goods and payment of the price are concurrent conditions**.** It is the **seller's duty to deliver** and the **buyer's duty to accept and pay**.

Acceptance may be express, or **implied by conduct** — the buyer who uses or resells the goods instead of saying anything has accepted them by **implied adoption**.

Section 37 — wrong quantity. On a **short delivery** the buyer may **accept or reject**; on an **excess**

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delivery he may accept the contract quantity and reject the rest, or reject the whole.

Documents of title again: a **bill of lading** is one; a **usance promissory note** and a **bill of exchange** are not.

Sea-carriage contracts. CIF — a **contract for the sale of documents**. **Ex-ship** — the seller delivers **at the port of destination**. **FOB** — risk passes on shipment.

Auction sale, repeated from block 3.2: complete on the **fall of the hammer**; **pretended bidding** is the auctioneer's tactic to raise the price artificially and makes the sale **voidable at the buyer's option**; **damping** discourages a genuine bidder.

An unpaid seller may resell where the goods are of a perishable nature — the point is carried into block 3.6.

APPLYING one step of arithmetic, or one substitution

MQP 2024-Dec S1 · Q 4 · no marks printed · p 267	MQP mock paper	Easy
PYQ 2023-Jun · Q 1 · 2 marks · p 274	PYQ	Easy

UNDERSTANDING a concept told apart from its neighbours

- Symbolic against constructive: symbolic means something was handed over; constructive means nobody handed over anything but a third party changed whose behalf he holds on.

MQP 2025-Dec S1 · Q 10 · no marks printed · p 268	MQP mock paper	Medium
MQP 2025-Dec S1 · Q 11 · no marks printed · p 268	MQP mock paper	Medium
PYQ 2015-Mar · Q 3 · 1 mark · p 269	PYQ	Medium
PYQ 2017-Dec · Q 1(ii) · 1 mark · p 272	PYQ	Medium
PYQ 2018-Dec · Q 1(i) · 1 mark · p 272	PYQ	Medium

REMEMBERING one printed fact, recalled

- Three modes of delivery, and the bare count "three". Both the count and the classification are asked, and between them they are a third of this block.
- Keys of a godown or a car = symbolic. Attornment by a third party = constructive. Those two examples are used again and again.

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MQP 2024-Jun · Q 1 · no marks printed · p 267	MQP mock paper	Easy
MQP 2024-Jun · Q 2 · no marks printed · p 267	MQP mock paper	Easy
MQP 2024-Jun S1 · Q 3 · no marks printed · p 267	MQP mock paper	Easy
MQP 2024-Dec S1 · Q 5 · no marks printed · p 267	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 6 · no marks printed · p 267	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 7 · no marks printed · p 267	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 8 · no marks printed · p 268	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 9 · no marks printed · p 268	MQP mock paper	Easy
PYQ 2014-Dec · Q 1 · 1 mark · p 269	PYQ	Easy
PYQ 2015-Mar · Q 1 · 1 mark · p 269	PYQ	Easy
PYQ 2015-Mar · Q 2 · 1 mark · p 269	PYQ	Easy
PYQ 2015-Jun · Q 1 · 1 mark · p 270	PYQ	Easy
PYQ 2015-Sep · Q 1 · 1 mark · p 270	PYQ	Easy
PYQ 2015-Jun · Q 2 · 1 mark · p 270	PYQ	Easy
PYQ 2015-Sep · Q 2 · 1 mark · p 270	PYQ	Easy
PYQ 2015-Sep · Q 3 · 1 mark · p 270	PYQ	Easy
PYQ 2015-Dec · Q 1 · 1 mark · p 271	PYQ	Easy
PYQ 2016-Mar · Q 1 · 1 mark · p 271	PYQ	Easy
PYQ 2016-Jun · Q 1 · 1 mark · p 271	PYQ	Easy
PYQ 2017-Jun · Q 1(i) · 1 mark · p 271	PYQ	Easy
PYQ 2017-Dec · Q 1(i) · 1 mark · p 271	PYQ	Easy

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PYQ 2018-Jun · Q 1(i) · 1 mark · p 272	PYQ	Easy
PYQ 2018-Jun · Q 1(ii) · 1 mark · p 272	PYQ	Easy
PYQ 2019-Jun · Q 1(i) · 1 mark · p 273	PYQ	Easy
PYQ 2019-Dec · Q 1(i) · 1 mark · p 273	PYQ	Easy
PYQ 2022-Dec · Q 1 · 1 mark · p 273	PYQ	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 274	PYQ	Easy
PYQ 2022-Dec · Q 2 · 1 mark · p 274	PYQ	Easy
PYQ 2023-Jun · Q 2 · 2 marks · p 274	PYQ	Easy
PYQ 2023-Jun · Q 3 · 2 marks · p 274	PYQ	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 275	PYQ	Easy
PYQ 2024-Dec · Q 1 · 2 marks · p 275	PYQ	Easy
PYQ 2025-Jun · Q 1 · 2 marks · p 275	PYQ	Easy
PYQ 2024-Dec · Q 2 · 2 marks · p 275	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 276	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 276	PYQ	Easy
PYQ 2026-Jun · Q 2 · 2 marks · p 276	PYQ	Easy

Rights of Unpaid Seller

CMAL1P1-C3-B3.6 · IMPORTANCE C · SCANNER PAGE 277 · 23 QUESTIONS

Read first The CHEAT SHEET at the head of block 3.6 in your Scanner, pages 277 to 279. These notes do not repeat it.

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NOTES

An unpaid seller (Section 45) is one to whom **the whole of the price has not been paid or tendered**, or who has taken a bill of exchange that has been dishonoured. The term **includes the seller's agent** — an agent of the seller to whom the bill of lading was endorsed — and **not** the buyer's agent or the carrier.

Three rights against the goods:

Lien	the right to **retain possession** until paid. It arises **only while the seller is in possession** and, on the standard question, **only where the property has not passed** or where it has passed but the goods are still with him. **Lost by estoppel, by waiver, by delivery to a carrier without reserving the right of disposal, and where the buyer or his agent lawfully obtains possession**. It cannot be exercised for **dock charges, godown rent or warehouse charges**
Stoppage in transit	the right to **stop the goods while they are in transit and resume possession**. It arises only where the **buyer has become insolvent** and the goods are **in transit**. It is exercised **either by taking actual possession or by giving notice of the claim to the carrier** — either way
Resale	where the goods are of a **perishable nature**, where the seller has **given notice** of his intention to resell and the buyer does not pay within a reasonable time, or where the **right of resale was expressly reserved**

The three rights together are lien, stoppage in transit and resale. A **right to demand the goods back** and a **right to mortgage the goods** are not among them, and both are set as options.

Transit ends when the buyer or his agent takes delivery, when the carrier acknowledges he holds for the buyer, or when the buyer resells and the sub-buyer takes a document of title in good faith — the illustration where **S loses his right of stoppage because B has resold the goods**.

The seller also has rights against the buyer personally — a suit for the price, for damages for non-acceptance, for interest, and for repudiation before the due date.

APPLYING one step of arithmetic, or one substitution

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PYQ 2014-Dec · Q 2 · 1 mark · p 280	PYQ	Medium

UNDERSTANDING a concept told apart from its neighbours

- Lien needs possession; stoppage needs the goods to have left possession but not yet reached the buyer. Ask where the goods are and the right follows.

MQP 2024-Dec S1 · Q 1 · no marks printed · p 279	MQP mock paper	Medium
MQP 2025-Dec S2 · Q 3 · no marks printed · p 279	MQP mock paper	Easy
PYQ 2015-Mar · Q 1 · 1 mark · p 280	PYQ	Medium
PYQ 2017-Jun · Q 1(i) · 1 mark · p 281	PYQ	Medium
PYQ 2017-Dec · Q 1(i) · 1 mark · p 282	PYQ	Medium
PYQ 2023-Dec · Q 1 · 2 marks · p 284	PYQ	Medium
PYQ 2024-Jun · Q 2 · 2 marks · p 284	PYQ	Easy
PYQ 2024-Jun · Q 3 · 2 marks · p 284	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 285	PYQ	Medium

REMEMBERING one printed fact, recalled

- The definition of an unpaid seller — the whole of the price not paid or tendered — and the three rights as a list of three. That is most of this block.
- Insolvency of the buyer is the trigger for stoppage in transit. Asked four times with the options shuffled between solvent and insolvent.

MQP 2024-Dec S1 · Q 2 · no marks printed · p 279	MQP mock paper	Easy
PYQ 2014-Dec · Q 1 · 1 mark · p 280	PYQ	Easy
PYQ 2015-Jun · Q 1 · 1 mark · p 280	PYQ	Easy
PYQ 2015-Sep · Q 1(i) · 1 mark · p 281	PYQ	Easy

PYQ 2016-Jun · Q 1 · 1 mark · p 281	PYQ	Easy
PYQ 2017-Jun · Q 1(ii) · 1 mark · p 282	PYQ	Easy
PYQ 2017-Jun · Q 1(iii) · 1 mark · p 282	PYQ	Easy
PYQ 2018-Jun · Q 1(i) · 1 mark · p 282	PYQ	Easy
PYQ 2019-Jun · Q 1(i) · 1 mark · p 283	PYQ	Easy
PYQ 2019-Jun · Q 1(ii) · 1 mark · p 283	PYQ	Easy
PYQ 2019-Dec · Q 1(i) · 1 mark · p 283	PYQ	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 284	PYQ	Easy
PYQ 2024-Dec · Q 1 · 2 marks · p 284	PYQ	Easy

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CHAPTER 4

Negotiable Instruments Act, 1881

5 Blocks · 199 Classified Questions · 197 Marks · Importance: A

SKILL REQUIRED share of the chapter's 197 marks — this chapter reads **weighted towards recall and explanation**

Applying	**20%**	40 of 197 marks · 35 questions
Understanding	**34%**	66 of 197 marks · 54 questions
Remembering	**46%**	91 of 197 marks · 110 questions

Section numbers, definitions and one three-column comparison. Nothing is worked out. Build the comparison table of note, bill and cheque once, learn the fifteen numbers, and the chapter is done.

Characteristics of Negotiable Instruments

CMAL1P1-C4-B4.1 · IMPORTANCE B · SCANNER PAGE 289 · 61 QUESTIONS

Read first The CHEAT SHEET at the head of block 4.1 in your Scanner, pages 289 to 293. These notes do not repeat it.

NOTES

The Act. The Negotiable Instruments Act was **enacted in 1881** and **came into force on 1 March 1882**. It extends to the **whole of India**.

Section 13 (Section 13(1)) defines a **negotiable instrument** — a **promissory note, bill of exchange or cheque payable either to order or to bearer**. Only those three are negotiable **by statute**; a **delivery note, railway receipt, share certificate, deposit receipt or bill of lading is not**. Instruments negotiable **by custom and usage** — hundis, government promissory notes, share warrants — are called **quasi-negotiable instruments**.

The two words: negotiable means it can be **transferred from one person to another**; **instrument** means a **written document creating a right**. **Negotiation (Section 14)** is the transfer of a note, bill or cheque **so as to constitute the transferee the holder**. A **bearer** instrument is negotiated by **delivery only**; an **order** instrument by **endorsement and delivery**. Persons through whose hands a bill passes are all **holders**.

Inchoate instrument	**incomplete in some respect** (Section 20)
Ambiguous instrument	may be read **either as a promissory note or as a bill of exchange** (Section 17)
Escrow	drawn **conditionally or for a special purpose as collateral security**, not to transfer property

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Inland instrument	**drawn and payable in India, or drawn in India upon a person resident in India**
Foreign instrument	anything that is not inland
Clean bill	**no documents of title annexed**
Accommodation bill	drawn without consideration, to oblige a friend
Fictitious bill	drawer or payee is a fictitious person

Presumptions — Section 118. Until the contrary is proved it is presumed that every instrument was made **for consideration**; that one bearing a date was made **on that date**; that an **acceptance was made within a reasonable time and before maturity**; that a **transfer was made before maturity**; that endorsements were made **in the order in which they appear**; and that the **holder is a holder in due course**. **It is not presumed that a lost instrument was duly stamped** — the standing "which presumption is incorrect" answer.

Holder in due course — a person who becomes the possessor of the instrument **for consideration**, **before maturity**, and **in good faith without notice of any defect** in the title of the transferor. All three, so "by satisfying all these" is the answer.

Days of grace. Every instrument **payable otherwise than on demand** gets **three days of grace** — a bill or note payable **after date or after sight**. A **cheque and any instrument payable on demand get none**. If the due date after grace falls on a **public holiday, the instrument falls due on the preceding business day**.

Minors and corporations. Where a **minor draws, endorses, delivers or negotiates** an instrument, it **binds all parties except the minor**. A **corporation** may be a party if **authorised by its articles of association**. An instrument **drawn in favour of a minor is valid**, though the Scanner's key on this point is printed as "invalid" in one place.

Where the amount differs in words and figures, the amount in words **prevails. "At sight" and "on presentation" (Section 21) mean** on demand**. Maturity** is the date **at which the instrument falls due**. **Clearing House (Section 6)** is one managed by the **Reserve Bank of India**. Where an instrument is **lost or destroyed**, the **person entitled to possession at the time of loss** is the holder.

APPLYING one step of arithmetic, or one substitution

MQP 2024-Jun · Q 1 · no marks printed · p 291	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 9 · no marks printed · p 292	MQP mock paper	Easy

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PYQ 2014-Dec · Q 1 · 1 mark · p 295	PYQ	Easy
PYQ 2015-Jun · Q 1 · 1 mark · p 296	PYQ	Easy
PYQ 2015-Dec · Q 1 · 1 mark · p 296	PYQ	Easy
PYQ 2016-Mar · Q 1 · 1 mark · p 296	PYQ	Easy
PYQ 2017-Jun · Q 1(i) · 1 mark · p 297	PYQ	Easy
PYQ 2017-Jun · Q 1(ii) · 1 mark · p 297	PYQ	Easy
PYQ 2018-Jun · Q 1(i) · 1 mark · p 298	PYQ	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 303	PYQ	Easy
PYQ 2024-Dec · Q 1 · 2 marks · p 303	PYQ	Easy

UNDERSTANDING a concept told apart from its neighbours

- Grace days go with instruments that are **not** payable on demand. Ask first whether the instrument is payable on demand; if it is, the answer is zero.
- The presumption questions are answered by elimination: everything in Section 118 is presumed except that a lost instrument was properly stamped.

MQP 2024-Dec S2 · Q 7 · no marks printed · p 292	MQP mock paper	Medium
MQP 2025-Dec S1 · Q 13 · no marks printed · p 293	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 14 · no marks printed · p 293	MQP mock paper	Medium
PYQ 2014-Sep · Q 1 · 1 mark · p 295	PYQ	Medium
PYQ 2015-Mar · Q 2 · 1 mark · p 296	PYQ	Medium
PYQ 2015-Mar · Q 3 · 1 mark · p 296	PYQ	Easy
PYQ 2017-Jun · Q 1(iii) · 1 mark · p 297	PYQ	Medium
PYQ 2017-Dec · Q 1(i) · 1 mark · p 298	PYQ	Easy

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PYQ 2018-Jun · Q 1(iii) · 1 mark · p 298	PYQ	Easy
PYQ 2018-Dec · Q 1(i) · 1 mark · p 299	PYQ	Medium
PYQ 2023-Jun · Q 1 · 2 marks · p 300	PYQ	Easy
PYQ 2023-Jun · Q 3 · 2 marks · p 300	PYQ	Medium
PYQ 2023-Jun · Q 4 · 2 marks · p 301	PYQ	Medium
PYQ 2023-Jun · Q 6 · 2 marks · p 301	PYQ	Easy
PYQ 2024-Dec · Q 3 · 2 marks · p 303	PYQ	Medium
PYQ 2026-Jun · Q 1 · 2 marks · p 304	PYQ	Medium
PYQ 2024-Dec · Q 4 · 2 marks · p 304	PYQ	Medium

REMEMBERING one printed fact, recalled

- 1881 enacted, 1 March 1882 in force, Section 13 for the definition, Section 118 for the presumptions, three days of grace. Five facts, each asked more than three times in this block alone.
- The eight kinds of instrument in the table, one line each. Inchoate and ambiguous between them come up at nearly every sitting.

MQP 2024-Jun · Q 2 · no marks printed · p 291	MQP mock paper	Easy
MQP 2024-Jun · Q 3 · no marks printed · p 291	MQP mock paper	Easy
MQP 2024-Dec S1 · Q 4 · no marks printed · p 291	MQP mock paper	Easy
MQP 2024-Dec S1 · Q 5 · no marks printed · p 291	MQP mock paper	Easy
MQP 2024-Dec S1 · Q 6 · no marks printed · p 292	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 8 · no marks printed · p 292	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 10 · no marks printed · p 292	MQP mock paper	Easy

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MQP 2024-Dec S2 · Q 11 · no marks printed · p 293	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 12 · no marks printed · p 293	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 15 · no marks printed · p 293	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 16 · no marks printed · p 294	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 17 · no marks printed · p 294	MQP mock paper	Easy
PYQ 2015-Mar · Q 1 · 1 mark · p 295	PYQ	Easy
PYQ 2014-Dec · Q 2 · 1 mark · p 295	PYQ	Easy
PYQ 2016-Dec · Q 1 · 1 mark · p 297	PYQ	Easy
PYQ 2018-Jun · Q 1(ii) · 1 mark · p 298	PYQ	Easy
PYQ 2019-Dec · Q 1(i) · 1 mark · p 299	PYQ	Easy
PYQ 2019-Dec · Q 1(ii) · 1 mark · p 299	PYQ	Easy
PYQ 2022-Dec · Q 1 · 1 mark · p 300	PYQ	Easy
PYQ 2022-Dec · Q 2 · 1 mark · p 300	PYQ	Easy
PYQ 2023-Jun · Q 2 · 2 marks · p 300	PYQ	Easy
PYQ 2022-Dec · Q 3 · 1 mark · p 300	PYQ	Easy
PYQ 2023-Jun · Q 5 · 2 marks · p 301	PYQ	Easy
PYQ 2023-Jun · Q 7 · 2 marks · p 301	PYQ	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 302	PYQ	Easy
PYQ 2023-Dec · Q 2 · 2 marks · p 302	PYQ	Easy
PYQ 2023-Dec · Q 3 · 2 marks · p 302	PYQ	Easy

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PYQ 2023-Dec · Q 4 · 2 marks · p 302	PYQ	Easy
PYQ 2024-Jun · Q 2 · 2 marks · p 303	PYQ	Easy
PYQ 2024-Dec · Q 2 · 2 marks · p 303	PYQ	Easy
PYQ 2024-Jun · Q 3 · 2 marks · p 303	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 304	PYQ	Easy
PYQ 2026-Jun · Q 2 · 2 marks · p 305	PYQ	Easy

Definitions of Promissory Note, Cheque & Bill of Exchange

CMAL1P1-C4-B4.2 · IMPORTANCE A · SCANNER PAGE 309 · 79 QUESTIONS

Read first The CHEAT SHEET at the head of block 4.2 in your Scanner, pages 309 to 313. These notes do not repeat it.

NOTES

The comparison table. Build it once; it is the whole of blocks 4.2 and 4.3.

	Promissory note (s. 4)	Bill of exchange (s. 5)	Cheque (s. 6)
Contains	an **unconditional undertaking (promise)**	an **unconditional order**	an unconditional order
Made by	the **maker**	the **drawer**	the drawer — the **account holder**
Parties	**two** — maker and payee	**three** — drawer, drawee, payee	**three**; the **drawee is always the banker**
Drawn on	nobody	any person	a **specified bank** where the drawer has an account
Acceptance	**not required**	**required** — necessary where payable **after sight**	**not required**
Payable	on demand or after a	on demand or after a	**always on demand**

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	specified time	fixed period	
Payable to bearer on demand	**not allowed**	allowed	allowed
Grace days	**three**	**three**	**zero**
Crossing	no	**no**	**yes**
Stamp	required	required	**not required**
Noting and protesting on dishonour	optional	**done — this is the instrument that needs it**	not required

Definitions to hold word for word. A **promissory note** is "an instrument in writing containing an **unconditional undertaking**, **signed by the maker**, to pay a **certain sum of money** only to, or to the order of, a certain person, or to the bearer of the instrument". A **bill of exchange** is the same but with an **unconditional order directing a certain person to pay**. In both, the **amount must be certain** and the undertaking or order **unconditional**.

Valid and invalid notes. "**I promise to pay A or order ₹1,000**" is a valid promissory note. "**I owe you ₹1,000**" is not — there is no promise. "I owe you some amount" fails on both counts. **A currency note is not a promissory note**, though it has all the characteristics, because it is expressly excluded. **A promissory note is not a document of title to goods. The date is required** on a promissory note; the **number, date and place are not essential** on a bill.

Cheques. A cheque is a **bill of exchange drawn on a specified banker and payable on demand**. The **drawer is the account holder**, the **drawee is the bank**, and **acceptance by the drawee is not required**. A cheque payable **across the counter is an open cheque**; if the bank **refuses to pay, the cheque is dishonoured**. Under current RBI practice a cheque must be presented within **three months** of its date.

A cheque in the electronic form is defined in **Explanation 1(a) of Section 6** — the Scanner asks this three times and always with Section 6(a) as the trap.

Bills in sets are made in sets of three. Section 30 — the **liability of the drawer to compensate the holder on dishonour**. **The drawer may also be the payee. Consideration is not an essential requirement of a valid bill** — it is presumed. **"Banker" includes any person acting as a banker and any post office savings bank.**

A bill of lading is a document of title to goods, not a negotiable instrument. A share certificate with a blank transfer deed and a deposit receipt are not negotiable instruments.

Criminal liability for a cheque dishonoured for insufficiency of funds was introduced by the

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amendment of 1988**, which inserted Section 138.**

APPLYING one step of arithmetic, or one substitution

MQP 2024-Dec S2 · Q 12 · no marks printed · p 314	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 13 · no marks printed · p 314	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 14 · no marks printed · p 314	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 15 · no marks printed · p 314	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 22 · no marks printed · p 316	MQP mock paper	Easy
PYQ 2014-Dec · Q 2 · 1 mark · p 317	PYQ	Easy
PYQ 2015-Sep · Q 1 · 1 mark · p 318	PYQ	Easy
PYQ 2015-Dec · Q 3 · 1 mark · p 319	PYQ	Easy
PYQ 2018-Jun · Q 1(i) · 1 mark · p 320	PYQ	Easy
PYQ 2018-Dec · Q 1(i) · 1 mark · p 320	PYQ	Easy
PYQ 2019-Dec · Q 1(ii) · 1 mark · p 321	PYQ	Easy
PYQ 2022-Dec · Q 1 · 1 mark · p 321	PYQ	Easy
PYQ 2024-Jun · Q 3 · 2 marks · p 323	PYQ	Easy
PYQ 2024-Jun · Q 4 · 2 marks · p 323	PYQ	Easy
PYQ 2024-Jun · Q 5 · 2 marks · p 324	PYQ	Easy
PYQ 2025-Jun · Q 4 · 2 marks · p 325	PYQ	Easy
PYQ 2025-Jun · Q 5 · 2 marks · p 325	PYQ	Easy
PYQ 2025-Dec · Q 7 · 2 marks · p 327	PYQ	Easy

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UNDERSTANDING a concept told apart from its neighbours

- Promise or order? A note contains a promise by the person who will pay; a bill and a cheque contain an order to somebody else. That single distinction answers half the block.
- "I owe you" is an acknowledgement of debt, never a promissory note. The examiner offers it as an option every time.

MQP 2024-Dec S1 · Q 9 · no marks printed · p 313	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 18 · no marks printed · p 315	MQP mock paper	Medium
MQP 2025-Dec S1 · Q 21 · no marks printed · p 315	MQP mock paper	Easy
PYQ 2014-Dec · Q 1 · 1 mark · p 317	PYQ	Easy
PYQ 2015-Dec · Q 1 · 1 mark · p 318	PYQ	Easy
PYQ 2015-Sep · Q 2 · 1 mark · p 318	PYQ	Medium
PYQ 2022-Dec · Q 3 · 1 mark · p 321	PYQ	Easy
PYQ 2023-Jun · Q 3 · 2 marks · p 322	PYQ	Medium
PYQ 2024-Jun · Q 1 · 2 marks · p 323	PYQ	Medium
PYQ 2024-Dec · Q 2 · 2 marks · p 324	PYQ	Easy
PYQ 2024-Dec · Q 3 · 2 marks · p 324	PYQ	Easy
PYQ 2024-Dec · Q 4 · 2 marks · p 324	PYQ	Easy
PYQ 2025-Jun · Q 2 · 2 marks · p 325	PYQ	Medium
PYQ 2025-Jun · Q 3 · 2 marks · p 325	PYQ	Easy
PYQ 2025-Jun · Q 8 · 2 marks · p 325	PYQ	Easy
PYQ 2025-Dec · Q 2 · 2 marks · p 326	PYQ	Easy

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PYQ 2025-Dec · Q 3 · 2 marks · p 326	PYQ	Easy
PYQ 2025-Dec · Q 4 · 2 marks · p 326	PYQ	Easy
PYQ 2026-Jun · Q 3 · 2 marks · p 327	PYQ	Medium
PYQ 2025-Dec · Q 6 · 2 marks · p 327	PYQ	Medium

REMEMBERING one printed fact, recalled

- The twelve-row comparison table. Roughly two-thirds of this 79-question block, and all of block 4.3, is one cell of it.
- Sections 4, 5, 6 and 30, and Explanation 1(a) of Section 6. Bare-number questions, and the last one is asked at nearly every sitting.
- Two parties in a note, three in a bill and three in a cheque. Zero grace days for a cheque, three for the other two.

MQP 2024-Jun · Q 1 · no marks printed · p 312	MQP mock paper	Easy
MQP 2024-Jun · Q 2 · no marks printed · p 312	MQP mock paper	Easy
MQP 2024-Jun · Q 3 · no marks printed · p 312	MQP mock paper	Easy
MQP 2024-Jun · Q 4 · no marks printed · p 312	MQP mock paper	Easy
MQP 2024-Jun · Q 5 · no marks printed · p 312	MQP mock paper	Easy
MQP 2024-Jun · Q 6 · no marks printed · p 313	MQP mock paper	Easy
MQP 2024-Dec S1 · Q 7 · no marks printed · p 313	MQP mock paper	Easy
MQP 2024-Dec S1 · Q 8 · no marks printed · p 313	MQP mock paper	Easy
MQP 2024-Dec S1 · Q 10 · no marks printed · p 313	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 11 · no marks printed · p 314	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 16 · no marks printed · p 314	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 17 · no marks printed · p 315	MQP mock paper	Easy

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MQP 2025-Jun S1 · Q 19 · no marks printed · p 315	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 20 · no marks printed · p 315	MQP mock paper	Easy
PYQ 2014-Sep · Q 1 · 1 mark · p 317	PYQ	Easy
PYQ 2015-Mar · Q 1 · 1 mark · p 317	PYQ	Easy
PYQ 2014-Sep · Q 2 · 1 mark · p 317	PYQ	Easy
PYQ 2015-Mar · Q 2 · 1 mark · p 318	PYQ	Easy
PYQ 2015-Dec · Q 2 · 1 mark · p 318	PYQ	Easy
PYQ 2016-Jun · Q 1 · 1 mark · p 319	PYQ	Easy
PYQ 2017-Jun · Q 1(i) · 1 mark · p 319	PYQ	Easy
PYQ 2017-Dec · Q 1(i) · 1 mark · p 319	PYQ	Easy
PYQ 2019-Jun · Q 1(i) · 1 mark · p 320	PYQ	Easy
PYQ 2019-Jun · Q 1(ii) · 1 mark · p 320	PYQ	Easy
PYQ 2019-Jun · Q 1(iii) · 1 mark · p 321	PYQ	Easy
PYQ 2019-Dec · Q 1(i) · 1 mark · p 321	PYQ	Easy
PYQ 2022-Dec · Q 2 · 1 mark · p 321	PYQ	Easy
PYQ 2023-Jun · Q 1 · 2 marks · p 322	PYQ	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 322	PYQ	Easy
PYQ 2023-Jun · Q 2 · 2 marks · p 322	PYQ	Easy
PYQ 2023-Dec · Q 2 · 2 marks · p 322	PYQ	Easy
PYQ 2024-Jun · Q 2 · 2 marks · p 323	PYQ	Easy

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PYQ 2023-Dec · Q 3 · 2 marks · p 323	PYQ	Easy
PYQ 2024-Dec · Q 1 · 2 marks · p 324	PYQ	Easy
PYQ 2025-Jun · Q 1 · 2 marks · p 324	PYQ	Easy
PYQ 2025-Jun · Q 6 · 2 marks · p 325	PYQ	Easy
PYQ 2025-Jun · Q 7 · 2 marks · p 325	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 326	PYQ	Easy
PYQ 2025-Dec · Q 5 · 2 marks · p 326	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 327	PYQ	Easy
PYQ 2026-Jun · Q 2 · 2 marks · p 327	PYQ	Easy

Difference Between Promissory Note, Bill of Exchange & Cheque

CMAL1P1-C4-B4.3 · IMPORTANCE D · SCANNER PAGE 329 · 35 QUESTIONS

Read first The CHEAT SHEET at the head of block 4.3 in your Scanner, pages 329 to 332. These notes do not repeat it.

NOTES

This block is the comparison table of block 4.2 asked one cell at a time. Read that table first; these notes only add the points the block tests on its own.

Who does what. A promissory note is issued by the **maker**; a bill of exchange is initiated by the **drawer**; a cheque is drawn by the **account holder on his bank**. In a note the **payee is the person to whom the money is promised**; in a bill the **drawee is the person ordered to pay**, and the **drawer's liability arises only when the drawee refuses**.

Acceptance. A **bill payable after sight must be accepted**; a **bill payable on demand and a cheque need no acceptance**; a **promissory note is never accepted**. **A bill becomes enforceable against the drawee only when he accepts it**, and it is his acceptance that makes him liable.

Noting and protesting — the formal recording of dishonour by a **notary public** — is the step associated with a **bill of exchange**. It is **optional for a promissory note** and **not required for a cheque**; on dishonour of a cheque the payee **must notify the drawer** but need not protest.

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Signature and stamp. A promissory note is **invalid without the maker's signature**. A **cheque need not be stamped**; a note and a bill must be.

Payable to bearer. A **promissory note cannot be made payable to bearer on demand**; a bill and a cheque can. Section 31 of the Reserve Bank of India Act is the reason, and this is the standing "which cannot be made payable to bearer" answer.

Crossing belongs to the cheque alone, and it **ensures payment only through a bank account**, which is why it gives extra security.

A cheque is a bill of exchange that is always payable on demand and always drawn on a banker. Those two "always" are what the block tests.

The one thing that is not shared: a bill and a cheque both have three parties, but only a **bill is accepted by the drawee**. Any statement saying both are accepted is false.

APPLYING one step of arithmetic, or one substitution

PYQ 2025-Dec · Q 1 · 2 marks · p 335	PYQ	Easy

UNDERSTANDING a concept told apart from its neighbours

- When a question compares two instruments and asks which statement is wrong, test each row of the comparison table in turn. The wrong statement is almost always about acceptance.

MQP 2024-Dec S1 · Q 1 · no marks printed · p 330	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 2 · no marks printed · p 330	MQP mock paper	Medium
MQP 2025-Jun S2 · Q 3 · no marks printed · p 330	MQP mock paper	Medium
MQP 2025-Dec S1 · Q 4 · no marks printed · p 330	MQP mock paper	Medium
MODEL — · Q 7 · no marks printed · p 331	MODEL model set	Easy
MODEL — · Q 13 · no marks printed · p 332	MODEL model set	Easy
MODEL — · Q 14 · no marks printed · p 332	MODEL model set	Easy
MODEL — · Q 15 · no marks printed · p 332	MODEL model set	Easy
MODEL — · Q 26 · no marks printed · p 334	MODEL model set	Easy

REMEMBERING one printed fact, recalled

- Maker, drawer, drawee, payee — who is who in each of the three instruments. The block asks little else.
- Noting and protesting goes with the bill of exchange. Crossing goes with the cheque. Two associations, several marks.

MODEL — · Q 1 · no marks printed · p 331	**MODEL** model set	Easy
MODEL — · Q 2 · no marks printed · p 331	**MODEL** model set	Easy
MODEL — · Q 3 · no marks printed · p 331	**MODEL** model set	Easy
MODEL — · Q 4 · no marks printed · p 331	**MODEL** model set	Easy
MODEL — · Q 5 · no marks printed · p 331	**MODEL** model set	Easy
MODEL — · Q 6 · no marks printed · p 331	**MODEL** model set	Easy
MODEL — · Q 8 · no marks printed · p 331	**MODEL** model set	Easy
MODEL — · Q 9 · no marks printed · p 332	**MODEL** model set	Easy
MODEL — · Q 10 · no marks printed · p 332	**MODEL** model set	Easy
MODEL — · Q 11 · no marks printed · p 332	**MODEL** model set	Easy
MODEL — · Q 12 · no marks printed · p 332	**MODEL** model set	Easy
MODEL — · Q 16 · no marks printed · p 332	**MODEL** model set	Easy
MODEL — · Q 17 · no marks printed · p 333	**MODEL** model set	Easy
MODEL — · Q 18 · no marks printed · p 333	**MODEL** model set	Easy
MODEL — · Q 19 · no marks printed · p 333	**MODEL** model set	Easy
MODEL — · Q 20 · no marks printed · p 333	**MODEL** model set	Easy
MODEL — · Q 21 · no marks printed · p 333	**MODEL** model set	Easy
MODEL — · Q 22 · no marks printed · p 333	**MODEL** model set	Easy
MODEL — · Q 23 · no marks printed · p 333	**MODEL** model set	Easy

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MODEL — · Q 24 · no marks printed · p 333	MODEL model set	Easy
MODEL — · Q 25 · no marks printed · p 333	MODEL model set	Easy
MODEL — · Q 27 · no marks printed · p 334	MODEL model set	Easy
MODEL — · Q 28 · no marks printed · p 334	MODEL model set	Easy
MODEL — · Q 29 · no marks printed · p 334	MODEL model set	Easy
MODEL — · Q 30 · no marks printed · p 334	MODEL model set	Easy

Crossing – Meaning, Definition & Types of Crossing

CMAL1P1-C4-B4.4 · IMPORTANCE D · SCANNER PAGE 337 · 16 QUESTIONS

Read first The CHEAT SHEET at the head of block 4.4 in your Scanner, pages 337 to 340. These notes do not repeat it.

NOTES

Crossing is a direction to the paying banker that the cheque must be paid only through a bank account **and not across the counter.** A cheque payable across the counter is an **open cheque**.

Crossing affects both the negotiability of the cheque and the mode of payment on it — the "both" option, and it is the most repeated question in the block.

General crossing	two **parallel transverse lines**, with or without the words "and company" or "not negotiable". The banker **shall not pay it otherwise than to a banker**
Special crossing	the **name of a banker** written across the cheque. It is payable **only to that banker** or his collecting agent
"Not negotiable" crossing	the cheque **remains transferable but the transferee gets no better title than the transferor**. With a **special crossing**, the Scanner's key reads it as **not transferable**
"Account payee" crossing	a direction to the collecting banker to credit the proceeds only to the named payee's account

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Who may cross. The **drawer** normally crosses. If he does not, the **holder may cross it generally or specially**, and the **banker may cross it specially to himself or to another banker for collection** — so "both of them can also cross" is the answer. **A foreigner cannot cross a cheque**, and that is the standing "who cannot cross" answer, asked at three sittings.

UNDERSTANDING a concept told apart from its neighbours

- General crossing says "pay a banker"; special crossing says "pay **this** banker". The name on the face is the whole difference.

PYQ 2015-Mar · Q 2 · 1 mark · p 339	PYQ	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 340	PYQ	Medium
PYQ 2024-Jun · Q 1 · 2 marks · p 340	PYQ	Easy
PYQ 2023-Dec · Q 2 · 2 marks · p 340	PYQ	Medium
PYQ 2024-Dec · Q 1 · 2 marks · p 341	PYQ	Medium
PYQ 2024-Jun · Q 2 · 2 marks · p 341	PYQ	Medium
PYQ 2025-Jun · Q 2 · 2 marks · p 341	PYQ	Medium
PYQ 2026-Jun · Q 2 · 2 marks · p 342	PYQ	Medium

REMEMBERING one printed fact, recalled

- Crossing affects both negotiability and the mode of payment. Asked four times in a sixteen-question block.
- Drawer, holder and banker may cross; a foreigner may not.

PYQ 2014-Sep · Q 1 · 1 mark · p 339	PYQ	Easy
PYQ 2014-Dec · Q 1 · 1 mark · p 339	PYQ	Easy
PYQ 2015-Mar · Q 1 · 1 mark · p 339	PYQ	Easy
PYQ 2014-Sep · Q 2 · 1 mark · p 339	PYQ	Easy

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PYQ 2017-Dec · Q 1(i) · 1 mark · p 340	PYQ	Easy
PYQ 2023-Dec · Q 3 · 2 marks · p 340	PYQ	Easy
PYQ 2025-Jun · Q 1 · 2 marks · p 341	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 342	PYQ	Easy

Dishonour of Cheques (Section 138)

CMAL1P1-C4-B4.5 · IMPORTANCE D · SCANNER PAGE 345 · 8 QUESTIONS

Read first The CHEAT SHEET at the head of block 4.5 in your Scanner, pages 345 to 347. These notes do not repeat it.

NOTES

The smallest block in the paper — eight questions, and four of them are the same one.

Section 30 — the **liability of the drawer to compensate the holder in case of dishonour**. This one question, in four wordings, is half the block.

Section 138 — **dishonour of a cheque for insufficiency of funds** is an offence, and the **payee initiates legal action under it**. There are **five ingredients** of the offence: the cheque must have been drawn on the drawer's own account **for the discharge of a legally enforceable debt**; it must be presented **within its validity period**; it must be **returned unpaid for insufficiency of funds or because it exceeds the arrangement**; the payee must give **written notice within 30 days** of receiving the bank's memo; and the drawer must have **failed to pay within 15 days** of that notice.

On dishonour, the bank gives its notice to the drawer — not to the payee and not to the drawee.

Section 143A lets the court trying an offence under Section 138 order the drawer to pay the complainant **interim compensation of up to 20 % of the cheque amount**.

APPLYING one step of arithmetic, or one substitution

PYQ 2015-Jun · Q 1 · 1 mark · p 346	PYQ	Easy
PYQ 2022-Dec · Q 1 · 1 mark · p 346	PYQ	Easy
PYQ 2024-Dec · Q 1 · 2 marks · p 346	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 347	PYQ	Easy

PYQ 2026-Jun · Q 2 · 2 marks · p 347	PYQ	Easy

UNDERSTANDING a concept told apart from its neighbours

- Section 138 needs a legally enforceable debt. A cheque given as a gift or as security that bounces is outside it.

REMEMBERING one printed fact, recalled

- Section 30 and Section 138, and the count of five ingredients. That is the block.
- Thirty days for the notice, fifteen days for the drawer to pay, twenty per cent for interim compensation under Section 143A.

PYQ 2024-Jun · Q 1 · 2 marks · p 346	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 347	PYQ	Easy
PYQ 2026-Jun · Q 3 · 2 marks · p 347	PYQ	Easy

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CHAPTER 5

Business Communication

11 Blocks · 387 Classified Questions · 140 Marks · Importance: C

SKILL REQUIRED share of the chapter's 140 marks — this chapter reads **weighted towards recall and explanation**

Analysing	0%	0 of 140 marks · 1 question
Applying	0%	0 of 140 marks · 1 question
Understanding	34%	48 of 140 marks · 144 questions
Remembering	66%	92 of 140 marks · 241 questions

Pure recall of names and lists, with a little classification. Build the six or seven lists below — the seven C's, the process, the flows, the grapevine chains, the non-verbal terms, the barriers — and read them; there is nothing to work out.

Introduction to Business Communication

CMAL1P1-C5-B5.1 · IMPORTANCE D · SCANNER PAGE 349 · 15 QUESTIONS

Read first The CHEAT SHEET at the head of block 5.1 in your Scanner, pages 349 to 352. These notes do not repeat it.

NOTES

The word communication **comes from the Latin** communis **— common — and** communicare**, to share.**

Communication is a two-way**,** continuous**,** dynamic**,** goal-oriented **process involving** a flow of messages **and** mutual understanding**; it is an** inter-disciplinary science**. It is** not **a one-way process, and** "no flow of message" **is the standing "which is not a feature" answer.**

Business communication is internal as well as external**, and** formal as well as informal **— the "all of the above" option.**

Why it matters: human relations, **personal effectiveness**, **motivation**, **control**, **emotional expression** and **information**. Effective communication has become essential because of the **increase in the size of organisations**, **growing specialisation** and **growing competition** — again, all of these. "**Inter-disciplinary science**" is a **feature** of communication, not an **importance** of it, and that is how the examiner sets the trap.

Marketing communication vocabulary: personal selling is **face-to-face interaction to close the sale**; **sales promotion** is **coupons and samples**; **advertising** is **paid mass communication**; **negative PR** is a bad company image. Business communication establishes **professionalism**.

A group discussion is the method an organisation uses most often to settle its strategic goals, and an **agenda** is a **writing** skill.

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> **At the end of the day it is the** customer **who has to be satisfied.**

UNDERSTANDING a concept told apart from its neighbours

- Keep "feature" and "importance" apart. Inter-disciplinary science is what communication **is**; human relations is what it **does**.

MQP 2024-Jun · Q 2 · no marks printed · p 351	MQP mock paper	Easy
PYQ — · Q 1 · no marks printed · p 352 · carried from CSEET	PYQ CSEET	Easy
PYQ 2013-Jun · Q 1 · no marks printed · p 353 · carried from CSEET	PYQ CSEET	Easy
PYQ 2018-Dec · Q 2 · no marks printed · p 353 · carried from CSEET	PYQ CSEET	Medium
PYQ 2020-Aug · Q 1 · no marks printed · p 354 · carried from CSEET	PYQ CSEET	Easy

REMEMBERING one printed fact, recalled

- Communis and communicare. The derivation is asked in this block and again in block 5.4.
- The features list — continuous, goal-oriented, dynamic, two-way, inter-disciplinary — because every "which is not a feature" question is answered from it.

MQP 2024-Jun · Q 1 · no marks printed · p 351	MQP mock paper	Easy
MQP 2024-Jun · Q 3 · no marks printed · p 351	MQP mock paper	Easy
MQP 2024-Jun · Q 4 · no marks printed · p 351	MQP mock paper	Easy
PYQ 2012-Dec · Q 1 · no marks printed · p 352 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 2 · no marks printed · p 352 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 3 · no marks printed · p 352 · carried from CSEET	PYQ CSEET	Easy
PYQ 2016-Jun · Q 1 · no marks printed · p 353 · carried from CSEET	PYQ CSEET	Easy
PYQ 2018-Dec · Q 1 · no marks printed · p 353 · carried from CSEET	PYQ CSEET	Easy
PYQ 2019-Dec · Q 1 · no marks printed · p 354 · carried from CSEET	PYQ CSEET	Easy
PYQ 2024-Jun · Q 1 · no marks printed · p 355 · carried from CSEET	PYQ	Easy

CSEET

Features of Effective Business Communication

CMAL1P1-C5-B5.2 · IMPORTANCE D · SCANNER PAGE 357 · 32 QUESTIONS

Read first The CHEAT SHEET at the head of block 5.2 in your Scanner, pages 357 to 360. These notes do not repeat it.

NOTES

The seven C's of effective communication. There are seven**, and the count itself is asked at least four times.**

Clarity	of expression
Conciseness	short and to the point — a **respected skill** in business; **verbosity, wordiness and redundancy are not**
Concreteness	specific, not vague
Correctness	**proper grammar and syntax** — the single most repeated question in the block, asked four times
Coherence	a **proper link between the sentences and the paragraphs**
Completeness	of the message; a communication is complete when the **listeners are satisfied**
Courtesy	**towards the recipient**

"Consideration of the sender" is not one of the seven — courtesy is towards the recipient**, and consideration is of the** receiver**.** That is the standing "which is not one of the seven C's" answer. Where the paper asks about the **eight** C's, the extra one is **consideration**, and "**curiousness**" is never one of them.

Positive and negative messages. A message that says what **can** be done — "we sincerely appreciate your interest" — is **positive**; "we cannot take your order now" is **negative**. A negative message can **cause severe damage to interpersonal relationships** and must be delivered with a **considerate attitude**, never a harsh tone.

Choose the recipient as **those who will be affected by the message or its results**.

Choosing the means and mode of communication depends on the **cost**, the **nature of the**

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organisation, the **distance involved**, the **urgency** and the **confidentiality** required. **"Nature and weather of the locality" is not a factor** — it is the odd option the examiner prints twice.

Abbreviations should be avoided in business writing, and **offensive language** must never be used.

Professional behaviour means behaving in a positive **way at work**, and business etiquette includes **commitment, accountability and punctuality**.

UNDERSTANDING a concept told apart from its neighbours

- The "which is not one of the seven C's" trap is always an option that has swapped sender for receiver. Read the option's noun, not its adjective.

MQP · Q 2 · no marks printed · p 358	MQP mock paper	Easy
PYQ — · Q 1 · no marks printed · p 359 · carried from CSEET	PYQ CSEET	Easy
PYQ 2013-Dec · Q 1 · no marks printed · p 359 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 2 · no marks printed · p 359 · carried from CSEET	PYQ CSEET	Medium
PYQ 2014-Jun · Q 1 · no marks printed · p 360 · carried from CSEET	PYQ CSEET	Easy
PYQ 2017-Jun · Q 1 · no marks printed · p 361 · carried from CSEET	PYQ CSEET	Easy
PYQ 2019-Jun · Q 1 · no marks printed · p 361 · carried from CSEET	PYQ CSEET	Easy
PYQ 2020-Aug · Q 1 · no marks printed · p 362 · carried from CSEET	PYQ CSEET	Medium
PYQ 2020-Nov · Q 1 · no marks printed · p 362 · carried from CSEET	PYQ CSEET	Medium
PYQ 2021-Jan · Q 1 · no marks printed · p 363 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Jul · Q 1 · no marks printed · p 363 · carried from CSEET	PYQ CSEET	Medium
PYQ 2023-Jun · Q 1 · 2 marks · p 363	PYQ	Easy
PYQ 2023-Jun · Q 2 · 2 marks · p 364	PYQ	Easy
PYQ 2024-Dec · Q 1 · 2 marks · p 365	PYQ	Easy
PYQ 2025-Jun · Q 1 · 2 marks · p 365	PYQ	Easy

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PYQ 2025-Jun · Q 2 · 2 marks · p 365	PYQ	Medium
PYQ 2026-Jun · Q 1 · 2 marks · p 366	PYQ	Easy
PYQ 2026-Jun · Q 2 · 2 marks · p 366	PYQ	Medium

REMEMBERING one printed fact, recalled

- Seven, and the seven words. That alone is close to half this 32-question block.
- Correctness = grammar and syntax. Conciseness = short and to the point. Coherence = the link between sentences. Those three definitions are printed as options verbatim.

MQP · Q 1 · no marks printed · p 358	MQP mock paper	Easy
MQP · Q 3 · no marks printed · p 358	MQP mock paper	Easy
PYQ — · Q 3 · no marks printed · p 359 · carried from CSEET	PYQ CSEET	Easy
PYQ 2015-Dec · Q 1 · no marks printed · p 360 · carried from CSEET	PYQ CSEET	Easy
PYQ 2014-Jun · Q 2 · no marks printed · p 360 · carried from CSEET	PYQ CSEET	Easy
PYQ 2020-Aug · Q 2 · no marks printed · p 362 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Jul · Q 2 · no marks printed · p 363 · carried from CSEET	PYQ CSEET	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 364	PYQ	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 364	PYQ	Easy
PYQ 2023-Dec · Q 2 · 2 marks · p 364	PYQ	Easy
PYQ 2023-Dec · Q 3 · 2 marks · p 364	PYQ	Easy
PYQ 2024-Dec · Q 2 · 2 marks · p 365	PYQ	Easy
PYQ 2024-Dec · Q 3 · 2 marks · p 365	PYQ	Easy
PYQ 2025-Jun · Q 3 · 2 marks · p 365	PYQ	Easy

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Process of Communication

CMAL1P1-C5-B5.3 · IMPORTANCE C · SCANNER PAGE 369 · 34 QUESTIONS

> **Read first** The CHEAT SHEET at the head of block 5.3 in your Scanner, pages 369 to 372. These notes do not repeat it.

NOTES

The process, in order. The order matters, because the examiner asks for the first step and the last.

1. **Development of an idea**	the **first step** — identifying the information the sender wants to communicate. A Mock on page 371 answers this "encoding"; see the corrigendum at the end of this booklet
2. **Encoding**	**translating the idea into a message** using words, symbols or gestures. The sender **encodes**; the person who develops and sends the message is the **encoder**
3. **Message**	what is being communicated
4. **Channel (medium)**	the **method of delivering the message**
5. **Receiver**	who **decodes the message to determine its meaning**
6. **Decoding**	**interpretation and conversion of the information into an intelligible form**
7. **Feedback**	the **function discharged in reverse**; **necessary for the completion** of the process, needed in **two-way** communication, and the **factor that decides the success or failure** of communication

"Correct language" and "a fax message" are not parts of the process — the process is sender, encoding, message, medium, receiver, decoding, feedback.

The sender decides the mode of communication initially, and the participants must be **open-minded**, not judgemental.

Feedback and feedforward. Corrective comments about past behaviour — negative feedback. Affirming comments about future behaviour — positive feedforward. The four-way grid of positive/negative against feedback/feedforward is asked in both directions.

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Flows, introduced here and expanded in block 5.4: downward — employer to employee; **upward**; **horizontal (lateral) — the same level of the hierarchy**; **diagonal (crosswise). Informal communication uses the grapevine. Internal communication network** is the **pattern of directions in which messages flow within the organisation**.

ANALYSING two or more steps, or two ideas weighed together

PYQ 2013-Jun · Q 1 · no marks printed · p 373 · carried from CSEET	PYQ CSEET	Hard

UNDERSTANDING a concept told apart from its neighbours

- Feedback belongs to two-way communication only. Wherever an option says one-way, it is wrong.
- Feedback looks back, feedforward looks forward. Positive or negative is then just the tone.

PYQ — · Q 4 · no marks printed · p 373 · carried from CSEET	PYQ CSEET	Easy
PYQ 2016-Dec · Q 1 · no marks printed · p 375 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-May · Q 1 · no marks printed · p 376 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Nov · Q 2 · no marks printed · p 377 · carried from CSEET	PYQ CSEET	Easy
PYQ 2025-Jun · Q 1 · 2 marks · p 379	PYQ	Easy
PYQ 2025-Jun · Q 2 · 2 marks · p 379	PYQ	Easy

REMEMBERING one printed fact, recalled

- The seven steps in order. Both ends are asked separately, and the middle as a matching question.
- Encoding is done by the sender; decoding by the receiver. Asked at least five times between this block and 5.4.

MQP 2024-Dec S1 · Q 1 · no marks printed · p 371	MQP mock paper	Easy
MQP 2024-Dec S1 · Q 2 · no marks printed · p 371	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 3 · no marks printed · p 371	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 4 · no marks printed · p 371	MQP mock paper	Easy

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MQP 2025-Dec S2 · Q 5 · no marks printed · p 371	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 6 · no marks printed · p 372	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 7 · no marks printed · p 372	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 8 · no marks printed · p 372	MQP mock paper	Easy
PYQ — · Q 1 · no marks printed · p 373 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 2 · no marks printed · p 373 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 3 · no marks printed · p 373 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 5 · no marks printed · p 373 · carried from CSEET	PYQ CSEET	Easy
PYQ 2014-Jun · Q 1 · no marks printed · p 374 · carried from CSEET	PYQ CSEET	Easy
PYQ 2016-Jun · Q 1 · no marks printed · p 375 · carried from CSEET	PYQ CSEET	Easy
PYQ 2019-Dec · Q 1 · no marks printed · p 375 · carried from CSEET	PYQ CSEET	Easy
PYQ 2020-Aug · Q 1 · no marks printed · p 376 · carried from CSEET	PYQ CSEET	Easy
PYQ 2019-Dec · Q 2 · no marks printed · p 376 · carried from CSEET	PYQ CSEET	Easy
PYQ 2019-Dec · Q 3 · no marks printed · p 376 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Nov · Q 1 · no marks printed · p 377 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-May · Q 2 · no marks printed · p 377 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-May · Q 3 · no marks printed · p 377 · carried from CSEET	PYQ CSEET	Easy
PYQ 2023-Jun · Q 1 · 2 marks · p 378	PYQ	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 378	PYQ	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 378	PYQ	Easy
PYQ 2023-Dec · Q 2 · 2 marks · p 378	PYQ	Easy

PYQ 2024-Jun · Q 2 · 2 marks · p 378	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 379	PYQ	Easy

Types of Business Communication

CMAL1P1-C5-B5.4 · IMPORTANCE D · SCANNER PAGE 381 · 122 QUESTIONS

Read first The CHEAT SHEET at the head of block 5.4 in your Scanner, pages 381 to 387. These notes do not repeat it.

NOTES

The largest block in Paper 1 — 122 questions — and it is four lists.

List one: by medium. Verbal communication is **oral and written** — a **manual is verbal**. **Non-verbal** is **gestures, facial expression, eye contact, body movements, posture, touch and physical appearance**; **a visual is not** classed as non-verbal in the Scanner's key, and **gestures cannot be used in written communication**. **Visual** communication takes in **maps, slides and graphs**; **audio-visual** takes in **cinema and video conferencing** but **not neon hoardings**. **Spoken words are the oral mode.**

Kinesics	the study of **body language**
Haptics	the use of **touch**
Proxemics	the use of **space**
Chronemics	the use of **time**
Paralanguage	tone, pitch and pace of the voice

List two: by direction. Downward — top to bottom, the CEO to the purchase officer, instructions from a manager to his **subordinates**; it is **vertical**. **Upward** — bottom to top; it is encouraged because it **reflects a democratic work culture**. **Horizontal (lateral)** — between **employees of the same status**. **Diagonal**, also called **crosswise**. **The flow may be downward, upward, diagonal or horizontal — all of these.**

List three: the grapevine chains. Single strand — one to one to one. **Gossip chain** — one person tells **a group**, and it **spreads randomly**. **Cluster chain** — one person tells a few **trusted** people, who each tell their own trusted friends. **Probability chain** — a person passes it on to people chosen **at random**, and the information is of little interest. The examiner sets the **cluster** and **gossip** chains against each other, and the difference is **chosen few against random**.

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List four: the written forms, internal and external.

Memorandum (memo) — plural **memoranda**	an internal **note or record for future use**. **No salutation and no complimentary close.** Its segments in order are **heading, opening, discussion, closing** — there is **no complimentary segment**. Used for **instructions, suggestions, requests, disciplinary action and congratulation**; **not** for a wedding invitation, and **not** for external communication
Office order	**format similar to a memorandum**; deals with rights and privileges; **passive verbs preferred**; contains an **order number, a date and the undersigned — but no subject**
Office circular	for **disseminating information to a large number of employees**; carries a **bold, underlined heading**
Office note	**exchanged between two different departments**; its **format differs from company to company**
Representation	made to **voice a grievance and secure relief** — special holidays, suggestions for transfers; **not individual preference**
Press release, advertisement, public notice, tender notice	**external** written communication. A **press release is not intra-organisational**, and an **office order is not external**

Commercial documents. A **tender notice** is published to **procure goods and services on a large scale**. A **credit note** is issued to the customer when **goods are returned**. A **proforma invoice** is **neither entered in the books of account nor charged to the recipient** and is **used as a quotation**. A **public notice** shares important information with the general public.

Oral against written. Oral is **quick, economical, gives immediate feedback and is an effective tool of persuasion**, but **leaves no record** and **depends on the listening of the receiver**. Written is **accurate, precise and creates a record and legal evidence** but is **more time consuming** and **gives no immediate feedback**. **Face-to-face communication has the highest interactivity**, because the **reaction on the receiver's face** is visible at once.

Forms of oral business communication: a **presentation** gives a **bird's-eye view**; a **debate** requires the speaker to **speak clearly for or against a topic**; a **speech has no interaction from the audience**; a **group discussion** needs **positive body language and leadership initiative** and forbids **false**

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statements.

Formal against informal. Formal communication is **reliable, secret and recordable** but **slow** — "**fast**" is the standing "which is not an advantage" answer. **Informal communication with colleagues is the grapevine. Formal communication should be in any mode recordable for future reference.**

Networks. In a **star (all-channel) network all members communicate with each other and exchange information freely.**

Advertising is paid mass communication meant to inform, persuade and remind; **radio is a traditional method**; a **letter of complaint is not a goodwill letter**; and **telegrams used Morse's key** to turn words into signals.

APPLYING one step of arithmetic, or one substitution

MQP 2024-Jun · Q 4 · no marks printed · p 385	MQP mock paper	Easy

UNDERSTANDING a concept told apart from its neighbours

- Verbal means **words** — spoken **or** written. Students lose this mark by reading verbal as spoken only.
- Internal or external? Memos, office orders, circulars, notes and representations stay inside; press releases, advertisements, public notices and tender notices go out.

MQP 2024-Dec S1 · Q 6 · no marks printed · p 385	MQP mock paper	Medium
PYQ — · Q 1 · no marks printed · p 387 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 2 · no marks printed · p 387 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 3 · no marks printed · p 387 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 4 · no marks printed · p 387 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 5 · no marks printed · p 387 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 10 · no marks printed · p 388 · carried from CSEET	PYQ CSEET	Medium
PYQ — · Q 12 · no marks printed · p 388 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 13 · no marks printed · p 389 · carried from CSEET	PYQ CSEET	Medium

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PYQ — · Q 15 · no marks printed · p 389 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 17 · no marks printed · p 389 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 18 · no marks printed · p 389 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 19 · no marks printed · p 389 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 20 · no marks printed · p 389 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 24 · no marks printed · p 390 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 28 · no marks printed · p 391 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 29 · no marks printed · p 391 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 31 · no marks printed · p 391 · carried from CSEET	PYQ CSEET	Easy
PYQ 2013-Dec · Q 1 · no marks printed · p 393 · carried from CSEET	PYQ CSEET	Easy
PYQ 2013-Jun · Q 3 · no marks printed · p 393 · carried from CSEET	PYQ CSEET	Easy
PYQ 2013-Dec · Q 4 · no marks printed · p 394 · carried from CSEET	PYQ CSEET	Easy
PYQ 2014-Dec · Q 1 · no marks printed · p 395 · carried from CSEET	PYQ CSEET	Easy
PYQ 2014-Jun · Q 3 · no marks printed · p 395 · carried from CSEET	PYQ CSEET	Easy
PYQ 2015-Jun · Q 1 · no marks printed · p 396 · carried from CSEET	PYQ CSEET	Easy
PYQ 2014-Dec · Q 2 · no marks printed · p 396 · carried from CSEET	PYQ CSEET	Easy
PYQ 2014-Dec · Q 3 · no marks printed · p 396 · carried from CSEET	PYQ CSEET	Easy
PYQ 2016-Jun · Q 1 · no marks printed · p 397 · carried from CSEET	PYQ CSEET	Easy
PYQ 2016-Jun · Q 2 · no marks printed · p 397 · carried from CSEET	PYQ CSEET	Medium
PYQ 2016-Dec · Q 2 · no marks printed · p 398 · carried from CSEET	PYQ CSEET	Easy
PYQ 2016-Jun · Q 3 · no marks printed · p 398 · carried from CSEET	PYQ CSEET	Easy
PYQ 2017-Jun · Q 2 · no marks printed · p 399 · carried from CSEET	PYQ	Medium

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	CSEET	
PYQ 2017-Dec · Q 1 · no marks printed · p 400 · carried from CSEET	PYQ CSEET	Medium
PYQ 2019-Jun · Q 1 · no marks printed · p 401 · carried from CSEET	PYQ CSEET	Easy
PYQ 2019-Jun · Q 4 · no marks printed · p 402 · carried from CSEET	PYQ CSEET	Easy
PYQ 2019-Jun · Q 7 · no marks printed · p 402 · carried from CSEET	PYQ CSEET	Easy
PYQ 2019-Dec · Q 1 · no marks printed · p 403 · carried from CSEET	PYQ CSEET	Easy
PYQ 2020-Nov · Q 1 · no marks printed · p 403 · carried from CSEET	PYQ CSEET	Easy
PYQ 2019-Jun · Q 8 · no marks printed · p 403 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Jan · Q 1 · no marks printed · p 404 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-May · Q 1 · no marks printed · p 404 · carried from CSEET	PYQ CSEET	Easy
PYQ 2020-Nov · Q 2 · no marks printed · p 404 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-May · Q 2 · no marks printed · p 405 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-May · Q 4 · no marks printed · p 405 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Jul · Q 1 · no marks printed · p 406 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Jul · Q 2 · no marks printed · p 406 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Jul · Q 4 · no marks printed · p 406 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Nov · Q 1 · no marks printed · p 407 · carried from CSEET	PYQ CSEET	Medium
PYQ 2021-Nov · Q 2 · no marks printed · p 407 · carried from CSEET	PYQ CSEET	Easy
PYQ 2023-Jun · Q 1 · 2 marks · p 408	PYQ	Easy
PYQ 2021-Nov · Q 4 · no marks printed · p 408 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Nov · Q 5 · no marks printed · p 408	PYQ	Easy
PYQ 2024-Jun · Q 2 · 2 marks · p 409	PYQ	Medium

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PYQ 2024-Jun · Q 3 · 2 marks · p 409	PYQ	Easy
PYQ 2024-Jun · Q 4 · 2 marks · p 409	PYQ	Easy
PYQ 2025-Jun · Q 1 · 2 marks · p 410	PYQ	Easy
PYQ 2024-Dec · Q 2 · 2 marks · p 410	PYQ	Easy
PYQ 2024-Dec · Q 4 · 2 marks · p 410	PYQ	Easy

REMEMBERING one printed fact, recalled

- The five non-verbal terms — kinesics, haptics, proxemics, chronemics, paralanguage. Small, exact, and asked most sittings.
- The four grapevine chains with their one distinguishing word. The cluster-against-gossip question has been set three times.
- Memo has no salutation and no complimentary close; office order looks like a memo; office circular goes to many; office note goes between departments. Four one-line facts, many marks.

MQP 2024-Jun · Q 1 · no marks printed · p 385	MQP mock paper	Easy
MQP 2024-Jun · Q 2 · no marks printed · p 385	MQP mock paper	Easy
MQP 2024-Jun · Q 3 · no marks printed · p 385	MQP mock paper	Easy
MQP 2024-Jun · Q 5 · no marks printed · p 385	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 7 · no marks printed · p 386	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 8 · no marks printed · p 386	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 9 · no marks printed · p 386	MQP mock paper	Easy
PYQ — · Q 6 · no marks printed · p 387 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 7 · no marks printed · p 387 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 8 · no marks printed · p 388 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 9 · no marks printed · p 388 · carried from CSEET	PYQ	Easy

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	CSEET	
PYQ — · Q 11 · no marks printed · p 388 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 14 · no marks printed · p 389 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 16 · no marks printed · p 389 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 21 · no marks printed · p 390 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 22 · no marks printed · p 390 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 23 · no marks printed · p 390 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 25 · no marks printed · p 390 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 26 · no marks printed · p 390 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 27 · no marks printed · p 390 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 30 · no marks printed · p 391 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 32 · no marks printed · p 391 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 33 · no marks printed · p 391 · carried from CSEET	PYQ CSEET	Easy
PYQ — · Q 34 · no marks printed · p 391 · carried from CSEET	PYQ CSEET	Easy
PYQ 2012-Dec · Q 1 · no marks printed · p 392 · carried from CSEET	PYQ CSEET	Easy
PYQ 2013-Jun · Q 1 · no marks printed · p 392 · carried from CSEET	PYQ CSEET	Easy
PYQ 2012-Dec · Q 2 · no marks printed · p 392 · carried from CSEET	PYQ CSEET	Easy
PYQ 2013-Jun · Q 2 · no marks printed · p 393 · carried from CSEET	PYQ CSEET	Easy
PYQ 2014-Jun · Q 1 · no marks printed · p 394 · carried from CSEET	PYQ CSEET	Easy
PYQ 2013-Dec · Q 2 · no marks printed · p 394 · carried from CSEET	PYQ CSEET	Easy
PYQ 2013-Dec · Q 3 · no marks printed · p 394 · carried from CSEET	PYQ CSEET	Easy
PYQ 2013-Dec · Q 5 · no marks printed · p 394 · carried from CSEET	PYQ CSEET	Easy

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PYQ 2014-Jun · Q 2 · no marks printed · p 395 · carried from CSEET	PYQ CSEET	Easy
PYQ 2014-Jun · Q 4 · no marks printed · p 395 · carried from CSEET	PYQ CSEET	Easy
PYQ 2014-Jun · Q 5 · no marks printed · p 395 · carried from CSEET	PYQ CSEET	Easy
PYQ 2015-Jun · Q 2 · no marks printed · p 397 · carried from CSEET	PYQ CSEET	Easy
PYQ 2015-Jun · Q 3 · no marks printed · p 397 · carried from CSEET	PYQ CSEET	Easy
PYQ 2016-Dec · Q 1 · no marks printed · p 398 · carried from CSEET	PYQ CSEET	Easy
PYQ 2017-Jun · Q 1 · no marks printed · p 399 · carried from CSEET	PYQ CSEET	Easy
PYQ 2017-Jun · Q 3 · no marks printed · p 399 · carried from CSEET	PYQ CSEET	Easy
PYQ 2018-Dec · Q 1 · no marks printed · p 400 · carried from CSEET	PYQ CSEET	Easy
PYQ 2017-Dec · Q 2 · no marks printed · p 400 · carried from CSEET	PYQ CSEET	Easy
PYQ 2018-Dec · Q 2 · no marks printed · p 401 · carried from CSEET	PYQ CSEET	Easy
PYQ 2019-Jun · Q 2 · no marks printed · p 401 · carried from CSEET	PYQ CSEET	Easy
PYQ 2018-Dec · Q 3 · no marks printed · p 401 · carried from CSEET	PYQ CSEET	Easy
PYQ 2019-Jun · Q 3 · no marks printed · p 402 · carried from CSEET	PYQ CSEET	Easy
PYQ 2019-Jun · Q 5 · no marks printed · p 402 · carried from CSEET	PYQ CSEET	Easy
PYQ 2019-Jun · Q 6 · no marks printed · p 402 · carried from CSEET	PYQ CSEET	Easy
PYQ 2019-Jun · Q 9 · no marks printed · p 403 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-May · Q 3 · no marks printed · p 405 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Jul · Q 3 · no marks printed · p 406 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Nov · Q 3 · no marks printed · p 407 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Jul · Q 5 · no marks printed · p 407 · carried from CSEET	PYQ CSEET	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 408	PYQ	Easy

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PYQ 2023-Jun · Q 2 · 2 marks · p 408	PYQ	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 409	PYQ	Easy
PYQ 2024-Dec · Q 1 · 2 marks · p 409	PYQ	Easy
PYQ 2023-Dec · Q 2 · 2 marks · p 409	PYQ	Easy
PYQ 2024-Dec · Q 3 · 2 marks · p 410	PYQ	Easy
PYQ 2024-Dec · Q 5 · no marks printed · p 410 · carried from CSEET	PYQ CSEET	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 411	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 411	PYQ	Easy
PYQ 2025-Dec · Q 2 · 2 marks · p 411	PYQ	Easy
PYQ 2026-Jun · Q 2 · 2 marks · p 411	PYQ	Easy

Internet Based Business Communication

CMAL1P1-C5-B5.5 · IMPORTANCE C · SCANNER PAGE 413 · 25 QUESTIONS

Read first The CHEAT SHEET at the head of block 5.5 in your Scanner, pages 413 to 416. These notes do not repeat it.

NOTES

Intranet against internet. An **intranet is a private computer network** for **sharing information, collaboration tools and operational systems within an organisation**. It is **cost effective and makes the workforce more productive**, and it can carry **rules, policies and technical reports**; **unlike the internet it cannot be used to communicate with people outside the organisation**.

Cloud computing is the availability of computer resources on demand — its benefits are **reduced maintenance cost** and **lower** hardware dependency, so "**higher hardware dependency**" is the standing "which is not a benefit" answer.

E-mail. The **subject line conveys what the mail is about**; the message should be **focused**, in **short paragraphs** because they are **easier to read**; a **greeting** opens a formal e-mail as saying hello opens a telephone call; the sender should **include a sentence on the relevance of any attachment**;

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and he should **avoid "reply to all"** in a formal e-mail. E-mail **allows editing and the attachment of video clips**.

Devices and channels. A **smartphone has a virtual keyboard**. A **cellphone uses wireless means while a telephone uses a landline**. **Video conferencing is the preferred method of conducting meetings today**, and the **cost of interacting with customers by video call has risen**. In **telephone conferencing, the store-and-forward feature lets the receiver decide when to listen**. **FAQs on a website are a support-care benefit** of internet communication.

Business networking cannot be used for the transmission of information — fax, e-mail and SMS can.

Interactive communication includes the **internet and ATMs**; a **computer on its own does not interact**, and **reporting is not interactive**.

Mass communication today is through the digital mode.

UNDERSTANDING a concept told apart from its neighbours

- The "which is not a benefit" questions are answered by the option that reverses the benefit — higher cost, higher dependency, less productivity.

MQP 2024-Dec S1 · Q 1 · no marks printed · p 418	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 3 · no marks printed · p 418	MQP mock paper	Medium
PYQ 2020-Aug · Q 1 · no marks printed · p 419 · carried from CSEET	PYQ CSEET	Easy
PYQ 2020-Nov · Q 2 · no marks printed · p 420 · carried from CSEET	PYQ CSEET	Easy
PYQ 2020-Nov · Q 4 · no marks printed · p 420 · carried from CSEET	PYQ CSEET	Medium
PYQ 2020-Nov · Q 5 · no marks printed · p 420 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-May · Q 2 · no marks printed · p 421 · carried from CSEET	PYQ CSEET	Medium
PYQ 2021-Nov · Q 1 · no marks printed · p 422 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Nov · Q 2 · no marks printed · p 422 · carried from CSEET	PYQ CSEET	Medium
PYQ 2023-Jun · Q 1 · 2 marks · p 423	PYQ	Easy

REMEMBERING one printed fact, recalled

- Intranet = inside, internet = outside. Cloud = on demand. Three phrases, and they are most of the block.

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- The e-mail rules as a short list: subject line, focused message, short paragraphs, greeting, note on the attachment, no reply-to-all.

MQP 2024-Dec S2 · Q 2 · no marks printed · p 418	MQP mock paper	Easy
MQP · Q 4 · no marks printed · p 418	MQP mock paper	Easy
PYQ 2020-Nov · Q 1 · no marks printed · p 419 · carried from CSEET	PYQ CSEET	Easy
PYQ 2020-Aug · Q 2 · no marks printed · p 419 · carried from CSEET	PYQ CSEET	Easy
PYQ 2020-Nov · Q 3 · no marks printed · p 420 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-May · Q 1 · no marks printed · p 421 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Jul · Q 1 · no marks printed · p 421 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Jul · Q 2 · no marks printed · p 421 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-May · Q 3 · no marks printed · p 421 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Jul · Q 3 · no marks printed · p 422 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Nov · Q 3 · no marks printed · p 422 · carried from CSEET	PYQ CSEET	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 423	PYQ	Easy
PYQ 2024-Dec · Q 1 · 2 marks · p 424	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 424	PYQ	Easy
PYQ 2026-Jun · Q 2 · 2 marks · p 424	PYQ	Easy

Do’s and Don’ts of Communication Through Social Media

CMAL1P1-C5-B5.6 · IMPORTANCE D · SCANNER PAGE 425 · 34 QUESTIONS

Read first The CHEAT SHEET at the head of block 5.6 in your Scanner, pages 425 to 428. These notes do not repeat it.

NOTES

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A do-and-don't block. Every question is answered by asking which option a sensible business would choose, but the lists are worth fixing because the wording repeats.

The DO's	**keep profiles complete and active** — it **builds credibility**; be **consistent**, posting content **significant to the business regularly**; be **unique and engaging**; **build relationships**; **prioritise the networks best suited to the business goals and the target audience**; **interact regularly with friendly, helpful responses**; post **informative** content, which **attracts attention**, and **entertaining** content, which **organically increases traffic**; **handle criticism gracefully, responding politely without aggression**; **change the tone to match the platform**, which **creates targeted communication**; **cross-check information for authenticity before reacting**, because **authenticity builds trust**; and **try new ideas**, which **promotes positivity and inspiration**
The DON'Ts	do not be **fake or pretentious** — it gives a **negative brand perception**; do not **overshare** — it **loses followers**; do not **automate the same message across all networks** — it **seems robotic**; do not rely on **automated direct messages** — it **loses originality**; do not use **poor grammar** — it **reduces credibility**; do not write in **all caps** — it **appears offensive**; do not use **unnecessary hashtags** — it looks **desperate for attention**; do not **chase follower numbers** — **quality of audience matters more**; do not be a **know-it-all** — it seems **arrogant**; do not **complain** on social media — it looks **unprofessional**; do not **join groups only to spam and leave** — it **irritates users and harms reputation**; and do not **ask followers to like, share or retweet**

Social media has changed business communication because it is omnipresent **— always available, and not limited or time-bound.**

Interrupting people while they are speaking is rude, and **false statements must be avoided in a group discussion**.

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UNDERSTANDING a concept told apart from its neighbours

- Every question in this block has one option that a professional would be embarrassed by. That is the answer when the stem asks for a DON'T, and the one to avoid when it asks for a DO.

MQP 2024-Jun · Q 1 · no marks printed · p 427	MQP mock paper	Easy
MODEL — · Q 9 · no marks printed · p 429	MODEL model set	Easy
MODEL — · Q 10 · no marks printed · p 429	MODEL model set	Medium

REMEMBERING one printed fact, recalled

- The two lists. They are short, and the block asks nothing else.
- Five consequences worth fixing: fake → negative perception; oversharing → losing followers; poor grammar → less credibility; all caps → offensive; extra hashtags → desperate.

MQP 2024-Dec S2 · Q 2 · no marks printed · p 427	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 3 · no marks printed · p 427	MQP mock paper	Easy
MODEL — · Q 1 · no marks printed · p 428	MODEL model set	Easy
MODEL — · Q 2 · no marks printed · p 428	MODEL model set	Easy
MODEL — · Q 3 · no marks printed · p 428	MODEL model set	Easy
MODEL — · Q 4 · no marks printed · p 428	MODEL model set	Easy
MODEL — · Q 5 · no marks printed · p 428	MODEL model set	Easy
MODEL — · Q 6 · no marks printed · p 428	MODEL model set	Easy
MODEL — · Q 7 · no marks printed · p 428	MODEL model set	Easy
MODEL — · Q 8 · no marks printed · p 429	MODEL model set	Easy
MODEL — · Q 11 · no marks printed · p 429	MODEL model set	Easy
MODEL — · Q 12 · no marks printed · p 429	MODEL model set	Easy
MODEL — · Q 13 · no marks printed · p 429	MODEL model set	Easy

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MODEL — · Q 14 · no marks printed · p 429	MODEL model set	Easy
MODEL — · Q 15 · no marks printed · p 429	MODEL model set	Easy
MODEL — · Q 16 · no marks printed · p 429	MODEL model set	Easy
MODEL — · Q 17 · no marks printed · p 429	MODEL model set	Easy
MODEL — · Q 18 · no marks printed · p 430	MODEL model set	Easy
MODEL — · Q 19 · no marks printed · p 430	MODEL model set	Easy
MODEL — · Q 20 · no marks printed · p 430	MODEL model set	Easy
MODEL — · Q 21 · no marks printed · p 430	MODEL model set	Easy
MODEL — · Q 22 · no marks printed · p 430	MODEL model set	Easy
MODEL — · Q 23 · no marks printed · p 430	MODEL model set	Easy
MODEL — · Q 24 · no marks printed · p 430	MODEL model set	Easy
MODEL — · Q 25 · no marks printed · p 430	MODEL model set	Easy
MODEL — · Q 26 · no marks printed · p 430	MODEL model set	Easy
MODEL — · Q 27 · no marks printed · p 431	MODEL model set	Easy
MODEL — · Q 28 · no marks printed · p 431	MODEL model set	Easy
MODEL — · Q 29 · no marks printed · p 431	MODEL model set	Easy
MODEL — · Q 30 · no marks printed · p 431	MODEL model set	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 432	PYQ	Easy

Writing and Drafting for Business Audiences

CMAL1P1-C5-B5.7 · IMPORTANCE D · SCANNER PAGE 433 · 76 QUESTIONS

Read first The CHEAT SHEET at the head of block 5.7 in your Scanner, pages 433 to 440. These notes do not repeat it.

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NOTES

The parts of a business letter, in order: heading → inside address → salutation → body → complimentary close → signature**.** The **salutation** is the **formal greeting the letter begins with** — "**Dear Sir**", never "Hello Sir" or "Hi". It closes with **Yours faithfully** or **Yours truly**; **"With kind regards" is not a close** and **"With regards" must not be used** in a business letter. **Encl. means Enclosure.** The **name of the firm goes above the address of the writer**.

Avoid in a business letter: abbreviations, **business jargon**, **lengthy and ambiguous sentences**. A business letter's **main purpose is to inform**. **Highly formal and courteous language** is used when writing to **a person outside the organisation**.

Types of business letter — learn what each is for.

Enquiry	the **buyer asks the price and quality** of goods he means to buy; it should be **compact, straightforward and courteous**, and may give **references** where credit is intended
Quotation	the **seller's reply to an enquiry**, giving product details and prices
Order and **purchase correspondence**	request for quote, tender notice, purchase order. A **goodwill letter is not purchase correspondence**
Claim / complaint	and the **adjustment letter** replies to it — "we are very sorry to learn about the inconvenience the delay has caused you"
Recovery (collection)	the **first collection letter must be polite**
Sales letter	and a **sales circular** is a sales letter drafted for a **large number of people**; a **job application is similar to a sales letter**. The difference between the two is the **salutation**
Goodwill letters	thank-you, condolence, congratulation — a **letter of complaint is not one**

Stages of writing: planning → drafting → revising and editing → proof reading. The Scanner keys the grammar-and-spelling stage as **Proof Reading** in a Mock at page 436 and as **Revising and Editing** in the past-year paper at page 452 — carry the past-year key, and see the corrigendum at the end of this booklet.

Coherence is a **proper link between the sentences and the paragraphs**.

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A business report must convey **factual details**, its most essential quality is **clarity**, it is meant for a **specific audience**, its suggestions for action are **recommendations**, and its **references and appendix are placed at the end**. The **annual financial report is uniform for all companies**.

Meetings. The **notice** calls the meeting, the **agenda** is the **road map**, the **quorum** is the minimum attendance, and the **minutes** record it — **record the full text of a motion** and **ensure every item has been recorded**.

A job application contains your **personal qualities, qualifications and experience**; it does **not** contain your **reason for removal from your last job**. A **curriculum vitae, bio-data and data sheet** are all records of personal and professional detail.

Trade term: FAS — Free Alongside Ship.

UNDERSTANDING a concept told apart from its neighbours

- Enquiry goes from buyer to seller; quotation comes back. Get the direction right and several questions follow.
- A business report is for a **specific audience** and must be **factual**. Options offering "only the reader" or "strengths and weaknesses" are traps.

MQP 2025-Jun S1 · Q 4 · no marks printed · p 436	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 6 · no marks printed · p 436	MQP mock paper	Easy
MODEL — · Q 7 · no marks printed · p 438	MODEL model set	Easy
MODEL — · Q 8 · no marks printed · p 438	MODEL model set	Easy
MODEL — · Q 9 · no marks printed · p 438	MODEL model set	Easy
MODEL — · Q 10 · no marks printed · p 439	MODEL model set	Easy
MODEL — · Q 14 · no marks printed · p 439	MODEL model set	Easy
MODEL — · Q 23 · no marks printed · p 440	MODEL model set	Easy
MODEL — · Q 25 · no marks printed · p 440	MODEL model set	Easy
MODEL — · Q 26 · no marks printed · p 440	MODEL model set	Easy
MODEL — · Q 27 · no marks printed · p 440	MODEL model set	Easy

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PYQ 2012-Dec · Q 1 · no marks printed · p 442 · carried from CSEET	PYQ CSEET	Easy
PYQ 2012-Dec · Q 2 · no marks printed · p 442 · carried from CSEET	PYQ CSEET	Easy
PYQ 2014-Jun · Q 1 · no marks printed · p 443 · carried from CSEET	PYQ CSEET	Easy
PYQ 2013-Dec · Q 2 · no marks printed · p 443 · carried from CSEET	PYQ CSEET	Easy
PYQ 2013-Dec · Q 3 · no marks printed · p 443 · carried from CSEET	PYQ CSEET	Medium
PYQ 2014-Dec · Q 1 · no marks printed · p 444 · carried from CSEET	PYQ CSEET	Medium
PYQ 2014-Jun · Q 2 · no marks printed · p 444 · carried from CSEET	PYQ CSEET	Medium
PYQ 2015-Jun · Q 1 · no marks printed · p 445 · carried from CSEET	PYQ CSEET	Medium
PYQ 2016-Dec · Q 1 · no marks printed · p 446 · carried from CSEET	PYQ CSEET	Easy
PYQ 2018-Jun · Q 1 · no marks printed · p 447 · carried from CSEET	PYQ CSEET	Easy
PYQ 2018-Jun · Q 2 · no marks printed · p 447 · carried from CSEET	PYQ CSEET	Easy
PYQ 2020-Nov · Q 2 · no marks printed · p 448 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Nov · Q 5 · no marks printed · p 450 · carried from CSEET	PYQ CSEET	Easy
PYQ 2025-Jun · Q 1 · 2 marks · p 452	PYQ	Medium
PYQ 2025-Jun · Q 2 · 2 marks · p 452	PYQ	Easy

REMEMBERING one printed fact, recalled

- The six parts of a letter in order, and the two acceptable closes. Sequence questions are set at almost every sitting.
- The seven kinds of business letter with one line each. It is the largest single source of marks in the block.

MQP 2024-Dec S1 · Q 1 · no marks printed · p 436	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 2 · no marks printed · p 436	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 3 · no marks printed · p 436	MQP mock paper	Easy

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MQP 2025-Jun S1 · Q 5 · no marks printed · p 436	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 7 · no marks printed · p 437	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 8 · no marks printed · p 437	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 9 · no marks printed · p 437	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 10 · no marks printed · p 437	MQP mock paper	Easy
MODEL — · Q 1 · no marks printed · p 438	MODEL model set	Easy
MODEL — · Q 2 · no marks printed · p 438	MODEL model set	Easy
MODEL — · Q 3 · no marks printed · p 438	MODEL model set	Easy
MODEL — · Q 4 · no marks printed · p 438	MODEL model set	Easy
MODEL — · Q 5 · no marks printed · p 438	MODEL model set	Easy
MODEL — · Q 6 · no marks printed · p 438	MODEL model set	Easy
MODEL — · Q 11 · no marks printed · p 439	MODEL model set	Easy
MODEL — · Q 12 · no marks printed · p 439	MODEL model set	Easy
MODEL — · Q 13 · no marks printed · p 439	MODEL model set	Easy
MODEL — · Q 15 · no marks printed · p 439	MODEL model set	Easy
MODEL — · Q 16 · no marks printed · p 439	MODEL model set	Easy
MODEL — · Q 17 · no marks printed · p 439	MODEL model set	Easy
MODEL — · Q 18 · no marks printed · p 439	MODEL model set	Easy
MODEL — · Q 19 · no marks printed · p 439	MODEL model set	Easy
MODEL — · Q 20 · no marks printed · p 440	MODEL model set	Easy
MODEL — · Q 21 · no marks printed · p 440	MODEL model set	Easy
MODEL — · Q 22 · no marks printed · p 440	MODEL	Easy

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	model set	
MODEL — · Q 24 · no marks printed · p 440	MODEL model set	Easy
PYQ 2013-Dec · Q 1 · no marks printed · p 443 · carried from CSEET	PYQ CSEET	Easy
PYQ 2014-Dec · Q 2 · no marks printed · p 445 · carried from CSEET	PYQ CSEET	Easy
PYQ 2017-Jun · Q 1 · no marks printed · p 446 · carried from CSEET	PYQ CSEET	Easy
PYQ 2020-Nov · Q 1 · no marks printed · p 447 · carried from CSEET	PYQ CSEET	Easy
PYQ 2018-Jun · Q 3 · no marks printed · p 447 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-May · Q 1 · no marks printed · p 448 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-May · Q 2 · no marks printed · p 448 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Jan · Q 3 · no marks printed · p 448 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Jul · Q 1 · no marks printed · p 449 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Nov · Q 1 · no marks printed · p 449 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Nov · Q 2 · no marks printed · p 449 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-May · Q 3 · no marks printed · p 449 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-May · Q 4 · no marks printed · p 449 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Nov · Q 3 · no marks printed · p 450 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Nov · Q 4 · no marks printed · p 450 · carried from CSEET	PYQ CSEET	Easy
PYQ 2023-Jun · Q 1 · 2 marks · p 451	PYQ	Easy
PYQ 2023-Jun · Q 2 · 2 marks · p 451	PYQ	Easy
PYQ 2021-Nov · Q 6 · no marks printed · p 451 · carried from CSEET	PYQ CSEET	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 452	PYQ	Easy
PYQ 2024-Jun · Q 1 · 2 marks · p 452	PYQ	Easy

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PYQ 2025-Jun · Q 3 · 2 marks · p 452	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 453	PYQ	Easy
PYQ 2025-Dec · Q 2 · 2 marks · p 453	PYQ	Easy
PYQ 2025-Jun · Q 4 · 2 marks · p 453	PYQ	Easy

Intercultural and International Business Communication

CMAL1P1-C5-B5.8 · IMPORTANCE D · SCANNER PAGE 457 · 12 QUESTIONS

Read first The CHEAT SHEET at the head of block 5.8 in your Scanner, pages 457 to 460. These notes do not repeat it.

NOTES

Cultural sensitivity is **recognising the types of culture and the similarities and differences between them without being judgemental**.

Ethnocentrism is the belief that **one's own culture is superior** to others. It is the standing answer whenever the stem describes Mr B thinking his culture better than Mr A's.

The stages of intercultural sensitivity, in order:

1. **Denial**	members are **completely unaware of cultural differences — stage one**
2. **Defence**	differences are seen as a threat
3. **Minimisation**	members **recognise and even appreciate the differences** and **focus on what is common**
4. **Acceptance**	differences are accepted as valid
5. **Adaptation**	behaviour is adjusted
6. **Integration**	more than one cultural frame is held at once

Non-verbal communication has the strongest cultural context — a gesture that is polite in one country is offensive in another.

Business attire means clothing **in professional conduct.**

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Kinesics — body language; haptics — touch, carried over from block 5.4 and asked again here.

UNDERSTANDING a concept told apart from its neighbours

- Denial against defence: in denial the person does not **see** the difference; in defence he sees it and dislikes it.

MQP 2025-Dec S1 · Q 5 · no marks printed · p 459	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 6 · no marks printed · p 459	MQP mock paper	Easy

REMEMBERING one printed fact, recalled

- Denial is stage one; minimisation is where differences are appreciated; ethnocentrism is the superiority belief. Three facts, and they are most of this twelve-question block.

MQP 2024-Dec S2 · Q 1 · no marks printed · p 459	MQP mock paper	Easy
MQP 2024-Dec S2 · Q 2 · no marks printed · p 459	MQP mock paper	Easy
MQP 2025-Jun S1 · Q 3 · no marks printed · p 459	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 4 · no marks printed · p 459	MQP mock paper	Easy
MQP 2025-Dec S2 · Q 7 · no marks printed · p 460	MQP mock paper	Easy
PYQ — · Q 1 · no marks printed · p 461 · carried from CSEET	PYQ CSEET	Easy
PYQ 2023-Dec · Q 1 · 2 marks · p 461	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 461	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 461	PYQ	Easy
PYQ 2025-Dec · Q 2 · 2 marks · p 461	PYQ	Easy

Barriers of Communication

CMAL1P1-C5-B5.9 · IMPORTANCE D · SCANNER PAGE 465 · 27 QUESTIONS

Read first The CHEAT SHEET at the head of block 5.9 in your Scanner, pages 465 to 468. These notes do not repeat it.

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NOTES

The barriers, grouped. Learn the groups, because the questions are almost all "which is (or is not) a barrier".

Semantic	problems of **meaning** — **technical jargon**, **double-meaning and high-sounding words**, **ambiguity**, a **badly expressed message**, faulty translation
Psychological (emotional)	**emotion**, the **halo effect**, **distrust**, **premature evaluation**, **poor retention**, **lack of interest** shown by the receiver, **false assumptions**
Organisational	**difference in status**, complex structure, **incorrect choice of medium**, **information overload** — when the **listener gets too much information**
Physical / mechanical	**noise** — the commonest cause of communication failure — **distance**, **network disturbance** in a virtual organisation, which is **not within anyone's control**
Personal	**lack of planning**, lack of clarity, lack of attention

Not barriers: feedback, **trust and confidence**, **a planned way of communicating**, **gestures**, **an open communication channel**, **a proper medium**, **a good network connection**, **clear diction**, **an unbiased opinion**. Those are the options the examiner offers when he asks which is **not** a barrier.

Information overload is too much information, not too little. It is an **organisational** barrier, **not a psychological one** — the standing "which is not a psychological barrier" answer.

How to overcome them: note down the points to beat **poor retention**; **listen to the other person's views** to settle **refutations and arguments**; **talk to people and improve the working environment** to reduce miscommunication; **avoid jargon and dual-meaning words** to prevent **semantic** barriers.

Miscommunication is a failure to communicate clearly, and the chances of it are **greater without visual cues**.

"**Relevant details must be submitted for the preparation of order by Saturday**" is the Scanner's standing illustration of **ambiguity**.

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UNDERSTANDING a concept told apart from its neighbours

- For "which is not a barrier", look for the option that would **help** communication. Feedback, trust, planning and clarity are always the answer.

MODEL — · Q 2 · no marks printed · p 468	MODEL model set	Easy
PYQ 2012-Dec · Q 1 · no marks printed · p 469 · carried from CSEET	PYQ CSEET	Easy
PYQ 2014-Jun · Q 1 · no marks printed · p 470 · carried from CSEET	PYQ CSEET	Easy
PYQ 2013-Jun · Q 2 · no marks printed · p 470 · carried from CSEET	PYQ CSEET	Easy
PYQ 2015-Jun · Q 2 · no marks printed · p 471 · carried from CSEET	PYQ CSEET	Medium
PYQ 2015-Dec · Q 1 · no marks printed · p 472 · carried from CSEET	PYQ CSEET	Easy
PYQ 2018-Jun · Q 1 · no marks printed · p 472 · carried from CSEET	PYQ CSEET	Easy
PYQ 2020-Nov · Q 1 · no marks printed · p 473 · carried from CSEET	PYQ CSEET	Medium
PYQ 2021-Jan · Q 1 · no marks printed · p 473 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Jan · Q 2 · no marks printed · p 473 · carried from CSEET	PYQ CSEET	Medium
PYQ 2025-Dec · Q 1 · 2 marks · p 476	PYQ	Easy
PYQ 2025-Dec · Q 2 · 2 marks · p 476	PYQ	Easy

REMEMBERING one printed fact, recalled

- The five groups with three or four examples each. Every question in the block comes out of that table.
- Noise is the commonest cause of communication failure. Asked twice with the options shuffled between music, light and dance.

MQP 2025-Jun S1 · Q 1 · no marks printed · p 467	MQP mock paper	Easy
MQP 2025-Jun S2 · Q 2 · no marks printed · p 467	MQP mock paper	Easy
MQP 2025-Dec S1 · Q 3 · no marks printed · p 467	MQP mock paper	Easy
MODEL — · Q 1 · no marks printed · p 468	MODEL model set	Easy

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PYQ 2013-Jun · Q 1 · no marks printed · p 469 · carried from CSEET	PYQ CSEET	Easy
PYQ 2014-Dec · Q 1 · no marks printed · p 471 · carried from CSEET	PYQ CSEET	Easy
PYQ 2015-Jun · Q 1 · no marks printed · p 471 · carried from CSEET	PYQ CSEET	Easy
PYQ 2017-Dec · Q 1 · no marks printed · p 472 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Jan · Q 3 · no marks printed · p 473 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-May · Q 1 · no marks printed · p 474 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Jul · Q 1 · no marks printed · p 474 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-May · Q 2 · no marks printed · p 474 · carried from CSEET	PYQ CSEET	Easy
PYQ 2021-Nov · Q 1 · no marks printed · p 475 · carried from CSEET	PYQ CSEET	Easy
PYQ 2023-Jun · Q 1 · 2 marks · p 475	PYQ	Easy
PYQ 2025-Jun · Q 1 · 2 marks · p 475	PYQ	Easy

Legal Aspects of Business Communication

CMAL1P1-C5-B5.10 · IMPORTANCE D · SCANNER PAGE 477 · 3 QUESTIONS

Read first The CHEAT SHEET at the head of block 5.10 in your Scanner, pages 477 and 478. These notes do not repeat it.

NOTES

Three questions in the whole block, and two of them are about the invoice.

An invoice is a valid legal document in a dispute about payment. It **gives an accurate description of the goods and their prices**, **states the total amount payable**, is **sent to the buyer or importer**, is **prepared by the seller or exporter**, is **entered in the customer's account book**, lets a **regular customer pay at the end of the credit period**, and **helps calculate the taxes payable**. **It does transfer ownership of the goods** — so "**it does not transfer the ownership**" is the incorrect statement, and so is "**it is not a valid legal document**".

Communication between a lawyer and his client is internal, confidential and professional**.**

Two questions in this block sit in a run of CSEET-carried questions but print neither marks nor the tag — see the corrigendum at the end of this booklet.

UNDERSTANDING a concept told apart from its neighbours

- Both invoice questions ask for the **incorrect** statement. Read the list of what an invoice does, then pick the option that denies one of them.

PYQ 2016-Jun · Q 1 · no marks printed · p 479 · carried from CSEET	PYQ CSEET	Medium
PYQ 2016-Dec · Q 1 · no marks printed · p 479	PYQ	Medium

REMEMBERING one printed fact, recalled

- The four purposes of an invoice. Both invoice questions in the block are answered from that list.

PYQ 2024-Dec · Q 1 · 2 marks · p 480	PYQ	Easy

Use of Graphics and References for Business Communication

CMAL1P1-C5-B5.11 · IMPORTANCE D · SCANNER PAGE 481 · 7 QUESTIONS

Read first The CHEAT SHEET at the head of block 5.11 in your Scanner, pages 481 to 484. These notes do not repeat it.

NOTES

The last and smallest block — seven questions.

A bibliography is an alphabetical list of sources — books, journals and the like — consulted by the writer **in preparing a business report.**

Referencing. Its **features** are that it shows **understanding of the topic**, gives **credibility** and lets the reader **trace the source**; the **original idea of the author is not a feature of referencing** — that is the writer's own contribution. Its **disadvantages** are that it is **time consuming** and that it can make the work look **derivative** rather than original; it is the **basis of research using secondary data**, and that is an advantage, not a disadvantage.

Graphics. A **flow chart** shows a **long, cumbersome process easily in graphical mode**. **Colour printing** is used to **highlight important documents or matter of significance**. **Motion graphics** — short animated videos — are used in training and product launches because they hold attention and explain a process quickly.

A presentation gives a bird's-eye view of a matter — the same question as in block 5.4.

UNDERSTANDING a concept told apart from its neighbours

- Referencing shows what you read; the original idea is what you added. That distinction answers the two referencing questions.

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PYQ 2024-Jun · Q 1 · 2 marks · p 483	PYQ	Easy
PYQ 2025-Dec · Q 1 · 2 marks · p 484	PYQ	Easy
PYQ 2026-Jun · Q 1 · 2 marks · p 484	PYQ	Medium

REMEMBERING one printed fact, recalled

- Bibliography = alphabetical list of sources consulted. Flow chart = a process shown graphically. Colour printing = highlighting. Three definitions, and they are the block.

PYQ 2020-Aug · Q 1 · no marks printed · p 483 · carried from CSEET	PYQ CSEET	Easy
PYQ 2023-Jun · Q 1 · 2 marks · p 483	PYQ	Easy
PYQ 2024-Jun · Q 2 · 2 marks · p 483	PYQ	Easy
PYQ 2025-Dec · Q 2 · 2 marks · p 484	PYQ	Easy

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CORRIGENDUM

What to correct in your copy, 2026 July Edition

Twelve Mock questions in this paper are printed with the previous question's options run into their stem — mark those first, because they are the only points that will confuse you on the page. Six printed answers need a pencil in the margin. Read Part E so that you do not spend time hunting for mistakes that are not there.

25 points, every one read off the page named.

A. Answers and keys to correct

The only points here that change what you write in the examination.

Where	What to note	As printed	Read it as
Page 60, block 2.1, Mock Question Paper 2025-Jun Set 1, question 13	Section 5 fixes the time up to which an offer may be revoked; Section 6 lists the modes of revocation. The past-year paper of December 2015 at page 66 keys the same question to Section 6.	Answer: (a) Sec 5	Answer: (b) Sec 6
Page 143, block 2.4, June 2024, question 2	Under the Indian Contract Act a minor's agreement is void ab initio, as this Scanner keys it at pages 130, 133 and 141. It is under English law that a minor's contract is voidable in some cases.	Answer: (a) Indian Contract Act	Answer: (b) English Law
Page 143, block 2.4, June 2024, question 3	Section 21 provides that a mistake as to a law in force in India does not make a contract voidable; only a mistake as to foreign law is treated as a mistake of fact. This Scanner keys "the validity of contract is not affected by mistake of Indian law" four times.	Answer: (c) both (a) and (b)	Answer: (a) mistake of law of foreign country
Page 218, block 3.1, 2016-MARCH	The question asks which State the Sale of Goods Act did not extend to. Only Jammu & Kashmir was ever excepted, so "All of the above" cannot be right.	Answer: (d) All of the above	Answer: (b) Jammu & Kashmir
Page 371, block 5.3, Mock Question Paper 2024-Dec Set 2, question 3	The communication process begins with the development of an idea; encoding is the step after it. The past-year paper of December 2023 at page 378 keys the same point to "Development of an idea".	Answer: (a) Encoding	Answer: (d) Developing an idea
Pages 436 and	The same question is keyed two	Answer: (a) Proof Reading	Carry the past-year key —

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Where	What to note	As printed	Read it as
452, block 5.7	different ways — Proof Reading in the Mock at page 436, Revising and Editing in the past-year paper of December 2023 at page 452.		Revising and Editing

B. Questions and numbering

A number used twice, or a number set so that it is hard to read.

Where	What to note	As printed	Read it as
Block 1.1, page 10 questions 1 and 4; page 11 questions 5 and 6	The four option texts of the question above are set as running text at the head of the next question, so the real stem begins several lines in. All four are in the Mock Question Paper.	1. Article 119 Article 141 Article 107 Article 243 The decision given by Supreme court are recorded in	1. The decision given by Supreme Court are recorded in
Block 1.2, page 23, questions 7, 8 and 9	The same fault. Question 8 also carries two stray superscript 'th' fragments after the run-in.	9. Wrong stamp duty Multiple signatures Delay in payment Faulty drafting that leads to confusion between bill and note Which Article in the Constitution of India, 1950 has provisions for introduction of a bill…	9. Which Article in the Constitution of India, 1950 has provisions for introduction of a bill…
Block 2.2 page 90 question 12; block 2.4 page 126 questions 11 and 12; block 2.9 page 191 question 4; block 3.2 page 230 question 13	The same fault in five more Mock questions. In every case the run-in fragment is the four options of the question printed immediately above.	4. Valid Voidable Void Enforceable Which of the statement is incorrect in connection with duties of seller and buyer:	4. Which of the statement is incorrect in connection with duties of seller and buyer:
Page 218, block 3.1, 2016-MARCH	The sitting prints two questions and numbers them both 1.	1. Which of the following is/are not included in the meaning of 'goods'… 1. The Sale of Goods Act, 1930 extends to the whole of India, except the state of:	1. … 2. …
Block 2.3 Mock, block 3.2 Mock, block 5.7 2021-January	Three numbering runs skip a number — 5 in block 2.3's Mock, 10 in block 3.2's Mock, and 1 and 2 under 2021-January in block 5.7.	… 4. … 6. …	… 4. … 5. … 6. …
Page 41, block 1.3, 2025-December question 1	The question prints no marks. Every other past-year question in the block prints [1] or [2].	Writ petition can be made in High Court under which Article of the Constitution?	… [2]

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C. Contents, syllabus and counts

Where the book's own front matter and the questions printed behind it do not agree.

Where	What to note	As printed	Read it as
Front matter (Contents)	The paper's past-year run reaches wider than the contents page says. 33 distinct sittings are printed, and the run reaches back to December 2012 — earlier than the declared start.	PYQ's: 2014 June to 2026 June (24 Exams)	PYQ's: 2012 December to 2026 June (33 Exams)
Block 4.1, page 289 cover	The block cover breaks off in the middle of the block's name. The contents page carries it in full.	Characteristics of Negotiable	Characteristics of Negotiable Instruments

D. Names, tags and typography

Nothing in this part changes an answer.

Where	What to note	As printed	Read it as
Blocks 1.1, 1.3, 2.8, 4.4, 5.10 and 5.11 — block covers	Six block covers name the block differently from the contents page, most of them by a singular for a plural.	Source of Law · Legal Method and Court System in India · E-Contract and E-Signature-Meaning and Requirements · Legal Aspect of Business Communication · Use of Graphics and Reference for Business Communication	Sources of Law · Legal Methods & Court System in India · E-Contracts & E-Signatures – Meaning & Requirements · Legal Aspects of Business Communication · Use of Graphics and References for Business Communication
Twelve block covers throughout	The cover spells out 'and' where the contents page prints '&'. One convention or the other, throughout.	Crossing - Meaning, Definition and Types of Crossing	Crossing – Meaning, Definition & Types of Crossing
Throughout, Mock Question Paper tags	The Mock source tag is set in nineteen forms — with and without the set number, with and without the space before the closing pipe, and with the month in several spellings.	| MQP 2025-Jun S1|	| MQP 2025-Jun S1 |
Throughout, past-year sitting heads	The month of the sitting head is set in four forms — DECEMBER, December, DEC and Dec — and the same for June.	2025-December · 2025-DECEMBER	One form throughout
Eight pages	The word Answer is broken by a space or set differently from the rest of the book.	Answ er:	Answer:

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E. Not errors

Printed deliberately, and listed so that they are not mistaken for mistakes.

Where	What to note	As printed	Read it as
49 questions from the June 2026 sitting	No answer is printed. The front matter says the June 2026 answers are on www.scanneradda.com under "My Books Resources". Nothing is missing from your copy.	Question and marks, no answer	Answer on www.scanneradda.com
205 past-year questions carrying a [CSEET] tag	They print the tag in place of marks. The Scanner has carried them from the CS Executive Entrance Test, where the syllabus overlaps. They are examinable practice, not a misprint — and they are the reason Section B shows so many questions for so few printed marks.	[CSEET]	Carried from CSEET
The Mock and Model questions, 441 of them	They print a source tag instead of marks. Marks are printed on the past-year questions only.	| MQP 2025-Jun S1 |	Not a missing mark
Blocks 1.1 to 1.4, 2.8, 4.3, 5.6, 5.7 and 5.9 — the MODEL QUESTIONS sections	The model questions print no answer beside the question. Their answers are set out in a grid in the ANSWERS section that follows the run.	Question with no answer	Answer in the ANSWERS grid below
73 questions printed twice across the paper	A question set at two sittings is printed under both. Unlike Papers 2, 3 and 4, this paper never marks such a question with a carry tag.	The same question, two sittings	Set again, not a duplicate
Pages 152, 194, 219 and 446, the December 2016 sitting	The sitting opens with its own rubric — "In each of the cases given below, one out of four alternatives is correct..." — numbered as question 1, with the real questions set beneath it as (i), (ii) and so on. That is how the December 2016 paper was set.	1. In each of the cases given below... (i) ...	An instruction, not a question