1. Section 238 of the Indian Contract Act, 1872 deals with the provision of :
a. Liability of pretended agent
b. Effect, on agreement, of misrepresentation of fraud, by agent
c. Person falsely contracting as agent not entitled to performance
d. Partnership defined
e. Unattempted

2. Which section of the Indian Contract Act defines 'Sub Agent' :
a. Section 190 b. Section 192
c. Section 191 d. Section 193
e. Unattempted

3. Under the Indian Contract Act, 1872, the following right is not available to an agent :
a. Right to retain b. Right to sell
c. Right to claim compensation
d. All of the above
e. Unattempted

4. An agent cannot claim remuneration for his misconduct under :
a. Section 220 of the Indian Contract Act, 1872
b. Section 221 of the Indian Contract Act, 1872
c. Section 223 of the Indian Contract Act, 1872
d. Section 224 of the Indian Contract Act, 1872
e. Unattempted

5. The effect of ratification under the law of agency is :
a. Prospective
b. Retrospective
c. Prospective or retrospective depending upon the facts and circumstances of the case
d. Prospective or retrospective depending upon the agreement between the parties
e. Unattempted

6. To create an agency :
a. Consideration is not necessary
b. Consideration is necessary
c. Some consideration is necessary
d. Adequate consideration is necessary
e. Unattempted

7. General lien is available to :
a. Bailee b. Bailor
c. Pawnee d. Banker
e. Unattempted

8. Mark the incorrect matching :
a. Effect of mistakes as to law - Section 21
b. Contingent contract - Section 31
c. Bailee when not liable for loss, etc., of thing bailed - Section 151
d. Right of person dealing with agent personally liable - Section 233
e. Unattempted

9. A gratuitous bailment is terminated :
a. On the death of the bailor
b. On the death of the bailee
c. On the death of either the bailee or the bailor
d. On the death of both the bailee and the bailor
e. Unattempted

10. The bailment of goods as security for payment of a debt or performance of a promise is called :
a. Bailment b. Mortgage
c. Pledge d. Charge
e. Unattempted

11. The pawnee has a right to retain the goods pledged :
a. For payment of debt interest and all necessary expenses in respect of goods pledged
b. For payment of debt other than the debt in respect of goods pledged
c. For payment of interest and necessary expenses in respect of goods other than one pledged
d. All of the above
e. Unattempted

12. A 'contract of pledge' is a contract of :

a. Bailment b. Indemnity
c. Guarantee d. Agency
e. Unattempted

13. 'Bailee' is a person :

a. To whom the goods are delivered
b. Who delivers the goods
c. Who fails to deliver the goods
d. None of the above
e. Unattempted

14. Bailment is defined in :

a. Section 138 b. Section 140
c. Section 148 d. Section 149
e. Unattempted

15. Liability of the surety is :

a. Conditional on default
b. Independent of default
c. Can be conditional or independent
d. None of the above
e. Unattempted

16. In which of the following circumstances a surety stands discharged :

a. By release or discharge of the principal debtor
b. By variance in the terms of contract
c. Both a and b
d. None of the above
e. Unattempted

17. Assertion (A) : The liability of the surety is coextensive with that of the principal debtor unless it is otherwise provided by the contract. Reason (R) : Any variance, made without the surety's consent, in the terms off the contract between the principal debtor and the creditor, discharges the surety as to transactions subsequent to variance.

Code :

a. Both A and R are true and R is the correct explanation of A
b. Both A and R are true but R is not the correct explanation of A
c. A is true but R is false
d. A is false but R is true
e. Unattempted

18. 'M' lends Rs. 1,00,000 to 'A'. 'P' is the surety. The contract provides that the liability of 'P' shall be limited to Rs. 50,000. The contract is :

a. Void b. Voidable
c. Irregular d. Valid
e. Unattempted

19. In the following cases which case relates to general offers?

a. Lalman Shukla v. Gauri Dutt
b. Carlill v. Carbolic Smoke Ball Comp.
c. Both a and b
d. None of the above
e. Unattempted

20. A variance to the contract without surety's consent discharges him as to subsequent transactions between principal debtor and the creditor :

a. False
b. True
c. Court has discretion to decide
d. None of the above
e. Unattempted

21. A continuing guarantee under Section 130 is :

a. Irrevocable absolutely
b. Revocable as regards future transaction
c. Revocable absolutely
d. Either a or b
e. Unattempted

22. A continuing guarantee under Section 129 of the Indian Contract Act, 1872 extents to :

a. Multiple transactions
b. Series of transactions
c. Transactions with a common purpose
d. Independent transactions
e. Unattempted

23. The liability of a surety under the contract of guarantee is :
a. Several with that of the principal debtor
b. Alternate with that of the principal debtor
c. Coextensive with that of the principal debtor
d. All of the above
e. Unattempted

24. 'The liability of the surety is coextensive with that of the principal debtor' is provided under :
a. Section 128 b. Section 126
c. Section 130 d. Section 121
e. Unattempted

25. A guarantee which the creditor has obtained by means of keeping silence as to a material circumstance is :
a. Valid b. Invalid
c. Voidable d. None of these
e. Unattempted

26. Section 143 of the Indian Contract Act deals with :
a. Guarantee obtained by misrepresentation invalid
b. Guarantee on contract that creditor shall not act on it until co-surety joins
c. Implied promise to indemnify surety
d. Guarantee obtained by concealment invalid
e. Unattempted

27. Which of the following is not an essential of a contract of Guarantee :
a. Concurrence of three parties
b. Surety's distinct promise to be answerable
c. Liabilities to be legally enforceable
d. Existence of only one contract
e. Unattempted

28. Under which provision of Indian Contract Act the bank guarantee is governed :
a. Section 126 b. Section 129
c. Section 135 d. Section 141
e. Unattempted

29. A contract by which one party promises to save the other from loss caused to him by the conduct of the promisor himself, or by the conduct of any other person, has been defined under:
a. Section 125
b. Section 124
c. Section 123
d. Section 122
e. Unattempted

30. Section 75 of the Indian Contract is applicable on :
a. Initially voidable contracts
b. Subsequently voidable contracts
c. Both a and b
d. None of the above
e. Unattempted

31. The loss or damage arising from a breach of contract has to be ascertained :
a. At the date of the breach of contract
b. At the date of the making of contract
c. At the date of frustration of contract
d. None of the above
e. Unattempted

32. A party who does not suffer any loss in case of contract is entitled to :
a. Statutory damages
b. Liquidated damages
c. Exemplary damages
d. Nominal damages
e. Unattempted

33. A right to sue on 'Quantum Merit' arises :
a. When a party has fully performed the contract
b. When a party has partly performed the contract and is discharged by the other party
c. When a contract is discharged by impossibility of performance
d. When a contract becomes illegal
e. Unattempted

APS

34. While determining damages for breach of contract, which of the following are taken into account :

a. Motive b. Indirect loss
c. Means or remedying the inconvenience caused by non- performance
d. All of these
e. Unattempted

35. What is the remedy available for breach of contract in a case where a person enjoys the benefit of non- performance gratuitous act although there exists no express agreement between the parties :

a. Suit for damages
b. Suit for injunction
c. Suit for 'quantum meruit'
d. Suit for specific performance
e. Unattempted

36. Breach of contract may be :

a. Actual only b. Anticipatory only
c. Both a and b d. None of the above
e. Unattempted

37. Section 74 of the Indian Contract Act, 1872 applies :

a. To the cases where an amount received under the contract is sought to be forfeited
b. To the cases where the aggrieved party is seeking to recover a fixed amount on breach of contract
c. To the cases where in consequence of breach no legal injury at all has resulted
d. Both in a and b
e. Unattempted

38. Liquidated damages is essentially a :

a. Payment of money stipulated as a warning to the offending party
b. Payment of compensation determined by the court
c. Compensation arbitrarily determined by the aggrieved party
d. Genuine pre-estimate of damage
e. Unattempted

39. In determining the amount of any compensation awarded under Section 21 of the Specific Relief Act, the court shall be guided by the principles specified in section _____ of the Indian Contract Act, 1872 :

a. 70 b. 73
c. 72 d. 71
e. Unattempted

40. Responsibility of Finder of lost goods is provided under:

a. Section 70 b. Section 71
c. Section 80 d. Section 81
e. Unattempted

41. Promissory estoppel is sometimes spoken of as a substitute for :

a. Novation b. Quasi- contract
c. Consideration d. Coercion
e. Unattempted

42. R and L jointly owe Rs. 10,000 to S. R pays the amount to S. L not knowing this fact again pays Rs. 10,000 to S. in law he is bound to repay the amount to L. which provision of Indian Contract Act, 1872 contains this principle :

a. Section 73 b. Section 83
c. Section 93 d. Section 72
e. Unattempted

43. A, a tradesman, leaves goods at B's house by mistake. B treats the goods as his own. He is bound to pay A for them under :

a. Section 69 b. Section 70
c. Section 73 d. Section 72
e. Unattempted

44. Claim for necessaries of life supplied to a minor under Section 68 of the Indian Contract Act, 1872 :

a. Can be enforced against the guardian, if any, of the minor
b. Can be enforced against the minor's property or estate, during his minority
c. Can be enforced against the minor personally on his attaining majority
d. Cannot be enforced at all
e. Unattempted

45. 'Doctrine of unjust enrichment' was laid down by the Supreme Court in which of the following cases :
a. Sarla Mudgal Vs. Union of India
b. Mafatlal Industries Ltd. Vs. Union of India
c. S.R. Bommai Vs. Union of India
d. Unni Krishnan Vs. State of A.P.
e. Unattempted

46. A contract implied by law is known as :
a. Contingent contract
b. Quasi- contract
c. Expressed contract
d. Implied contract
e. Unattempted

47. Quasi contractual obligations are based on the theory propounded by whom :
a. Lord Wright
b. Lord Summer
c. Anson
d. Lord Mansfield
e. Unattempted

48. In Indian Contract Act, certain relations resembling with contracts are provided under :
a. Chapter IV
b. Chapter V
c. Chapter VI
d. Chapter VII
e. Unattempted

49. 'A' promises to paint a picture for B up to December 31 and accepts an advance of Rs. 1,000/-. After making the contract, A's hands were chopped off in an accident on December 25. B is entitled to the refund of Rs. 1,000/- from A under which one of the following sections :
a. Section 65
b. Section 73
c. Section 75
d. Section 68
e. Unattempted

50. Rescission of the contract means :
a. The renewal of original contract
b. Cancellation of contract
c. Alteration of contract
d. Substitution of new contract in place of earlier one
e. Unattempted

51. A party rescinding a contract :
a. Is not entitled to damages
b. Can sue for declaration and specific performance
c. Cannot sue but only defend
d. Can sue for damages
e. Unattempted

52. X owes Rs. 10,000/- to Y under a contract. It is agreed between X,Y and Z that Y shall henceforth accept Z as his debtor instead of X for the same amount. Old debt of X is discharged and a new debt from Z to Y is contracted. This is :
a. Alteration of contract
b. Rescission of contract
c. Novation of contract
d. Change in contract
e. Unattempted

53. The intimation under Section 59 of the indian Contract Act, 1872 :
a. Must be implied
b. Must be expressed
c. Must be either expressed or implied
d. None of the above
e. Unattempted

54. A and B agree that A shall pay B Rs. 500 for which B shall afterwards deliver to A one quintal wheat or smuggled pistol. Decide :
a. The whole agreement is void
b. The whole agreement is valid
c. The whole agreement is unlawful
d. The agreement to deliver wheat is valid but the agreement is void as to the pistol
e. Unattempted

55. Which of the following deals with alternative promise, one branch being illegal in the Indian Contract Act, 1872 :

a. Section 56 b. Section 50
c. Section 55 d. Section 58
e. Unattempted

56. A contract is not frustrated :

a. By commercial hardship
b. By destruction of subject matter
c. By change of circumstance
d. By death or incapacity of party
e. Unattempted

57. Which of the following cases is related to 'doctrine of frustration' :

a. Felt House Vs. Bindly
b. Hardley Vs. Bdxandale
c. Krell Vs. Henry
d. Mohri Bibi Vs. Dharnodas Ghose
e. Unattempted

58. The facts of Griffith Vs. Brymere would attract Section 20 and facts of Krell Vs. Henry attracts :

a. Section 20 of the Indian Contract Act, 1872
b. Section 10 of the Indian Contract Act, 1872
c. Section 12 of the Indian Contract Act, 1872
d. Section 56 of the Indian Contract Act, 1872
e. Unattempted

59. In India, the doctrine of impossibility of performance of a contract being void, is based :

a. On the theory of implied term
b. On the theory of just and reasonable solution
c. On supervening impossibility or illegality as laid down in Section 56 of the Indian Contract Act
d. On the principle of unjust enrichment
e. Unattempted

60. In a contract in which time is not essence of the contract, the failure to perform the contract before specified time :

a. Contract will become void
b. The promisee is entitled to compensation from the promisor for any loss occasioned to him by such failure
c. Contract will become voidable at the option of the promisor
d. Contract will become voidable at the option of the promisee
e. Unattempted

61. Time of performance of contract is provided under the following Section of the Indian Contract Act :

a. Section 52 b. Section 53
c. Section 54 d. Section 55
e. Unattempted

62. Section 40 of the Indian Contract Act deals with :

a. About persons by whom promise is to be performed
b. About compensation on non performance of promise
c. About voidability of agreement
d. About legality of contract
e. Unattempted

63. Section 27 :

a. Agreement in restraint of marriage, void
b. Agreement in restraint of trade, void
c. Agreements void for uncertainty
d. Agreements, by way of wager, void
e. Unattempted

64. A, who is B's mukhtar, promises to exercise his influence, as such, with B in favour of C, and C promises to pay 10000 rupees to A. The agreement is void, because :

a. It would defeat the provisions of law
b. It is immoral
c. It is opposed to public policy
d. It is fraudulent in nature
e. Unattempted

65. Section 5 of the ICA provides that "a proposal may be revoked at any–time before the communication of acceptance is complete as against_____"

a. The proposer b. The acceptor
c. Either (a) or (b) d. Both (a) and (b)
e. Unattempted

66. An erroneous opinion as to the value of the thing which forms the subject matter of the agreement is :

a. Deemed to be mistake as to a matter of fact
b. Not to be deemed a mistake as to a matter of fact
c. Renders a contract void
d. Both (a) and (c)
e. Unattempted

67. It is necessary requirement that in order to bind the parties to the agreement the terms of agreement must be :

a. Definite
b. Capable of being made definite
c. Either (a) or (b)
d. None of the above
e. Unattempted

68. Which of the following is void u/s 30 of the Indian Contract Act :

a. Horse race
b. Crossword competitions
c. Lottery
d. None of the above
e. Unattempted

69. 'A contract over telephone becomes complete at the place where acceptance is heard'. In which case it has been held:

a. Bhagwandas v. Girdharilal
b. Carlill v. Carbolic Smoke Ball Company
c. Mohribibi v. Dharmodas Ghosh
d. Satyabratta Ghosh v. Mugneeram
e. Unattempted

70. A becomes surety to C for B's conduct as a Manager of C's bank. Afterwards B and C contract without A's permission that B shall become liable for 1/4th of the losses on overdraft B allows a customer to overdraw and the bank loses a sum to money. To make good this loss A is :

a. Wholly liable.
b. Not liable.
c. Liable to the extent of the fourth.
d. Liable to the extent of three fourth.
e. Unattempted

71. Which one of the following is a case on a promissory estoppel?

a. Kedar Nath Vs. Gorie Mohammad.
b. Delhi cloth and General Mills Ltd. Vs Union of India.
c. Mohiri Bibi Vs. Dharmodas Ghosh
d. Both (a) and (b)
e. Unattempted

72. Which of the following legal statements is incorrect?

a. An agreement enforceable by law is a contract: Section 2a.
b. What agreements are contracts: Section 10.
c. A proposal when accepted becomes a promise: Section 2b.
d. Every promise and every set of promises forming the consideration for each other is an agreement: Section 2(e).
e. Unattempted

73. For an acceptance to be valid, it must be:

a. Partial & qualified
b. Absolute & unqualified
c. Partial & unqualified
d. Absolute & qualified.
e. Unattempted

APS

74. In case of default by joint promisors the promisee :
a. can sue any one of them for the entire promise
b. can sue any one of them to the extent of his share in the joint promise
c. both (a) and (b)
d. cannot sue any single promise
e. Unattempted

75. A person enjoying the benefits of lawful non-gratuitous act of another :
a. is liable to compensate that another
b. is not liable to compensate that another
c. that another cannot claim any compensation
d. both (b) and ©
e. Unattempted

76. A and B being traders, entered upon a contract. A has private information of a change in prices which would affect B's willingness to proceed with the contract :
a. A is bound to inform B
b. A is not bound to inform B
c. B is bound to be informed
d. none of the above
e. Unattempted

77. An anticipatory breach of contract gives an immediate right of action was recognized as early as in :
a. Hochester vs. De La Tour
b. Felt house Vs. Bindley
c. Powell v. Lee
d. Harris v. Nickerson
e. Unattempted

78. Frost vs. Knight is the well-known illustration on:
a. Doctrine of frustration
b. Anticipatory breach of contingent contract
c. Effect recession of contract
d. Communication of acceptance
e. Unattempted

79. Which provision of the Indian Contract Act provides for 'Intention to Legal Relationship' as an essential requisite of the Contract?
a. Section 10 b. Section 9
c. Section 11
d. No particular provision
e. Unattempted

80. Where consent to an agreement is caused by coercion, fraud or misrepresentation, the agreement is a contract voidable at option of the party whose consent was so caused. Such right of said person is called :
a. right of dissolution of contract
b. right of novation of contract
c. right of repudiation of contract
d. right of rescission of contract
e. Unattempted

81. Whether a contract in which time for performance of an obligation is not specified is a valid contract?
a. Contract will be void as there is no consensus ad idem as to the time for performance of the obligation vide Section 10 of the Indian Contract Act.
b. Even if time is not fixed, law will presume that the obligation has to be performed in a reasonable time as provided by Section 46 of the Indian Contract Act.
c. Even if no time period is provided by the contract for performance of an obligation, the contract is valid if it was recorded into a registered document.
d. Even if no time for performance is provided, it is a valid contract provided that the contract is a noncommercial contract only.
e. Unattempted

82. Wagering Agreement are :
a. Valid b. Void
c. Voidable d. both (a) and (c)
e. Unattempted

83. Finder of lost goods under Indian Contract Act, 1872 is a:

a. Bailor b. Surety
c. Bailee d. None of the above
e. Unattempted

84. A 'contract of pledge' is a contract of :

a. Indemnity b. Guarantee
c. Bailment d. Agency
e. Unattempted

85. If the sum fixed represents a genuine pre-estimate of the probable damage that is likely to result from the breach, it is :

a. Liquidated damages
b. Penalty
c. Special damages
d. General damages
e. Unattempted

86. An agreement which is enforceable by law at the option of one or more of the parties hereto, but not at the option of the other or others, is a voidable contract. This definition of voidable contract has been laid down under which section of the Act?

a. Section 2 (g) b. Section 2(h)
c. Section 2 (i) d. Section 2 (j)
e. Unattempted

87. The celebrated case of Carlill v/s Carbolic Smoke Ball Co. deals with :

a. General offer b. Legality of object
c. Acceptance d. Consideration
e. Unattempted

88. A contract not specifying the place of performance :

a. Can be performed at any place to the knowledge of the promisee
b. The promisor has to apply to the promisee for appointment of a place of performance and perform the promise at that place
c. The promisor need not seek any instructions from the promisee as to the place of performance
d. The promisor can perform the promise at a place other than the place appointed by the promisee.
e. Unattempted

89. Match List I with List II and select the correct answer using the codes given below the lists:

List I	List II
A. Supervening impossibility	1. Frustration
B. Good faith	2. Quid pro quo
C. Dunlop Tyre Co. vs. Selfridge & Co.	3. Uberrimae fide contract
D. Consideration	4. Privity of contract

Codes:

	A	B	C	D
a.	1	3	4	2
b.	1	3	2	4
c.	1	2	3	4
d.	4	3	1	2

e. Unattempted

90. 'A' owes 'B' Rs. 3000. 'C' pays to 'B' Rs. 2000 and 'B' accepts it in satisfaction of his claim against 'A'. This payment :

a. is not a discharge of the whole claim.
b. is a discharge of the entire claim.
c. can be a discharge only when the balance is paid.
d. will be a discharge only if the amount is paid by 'A'.
e. Unattempted

91. Which one of the following is correct :

a. past consideration is no consideration
b. consideration can be past, present or future
c. consideration can only be present
d. consideration can only be present and future
e. Unattempted

92. Consideration and objects are unlawful where it is :

a. forbidden by law or defeat the provision of any law
b. which is fraudulent
c. which is immoral and against the public policy
d. all the above
e. Unattempted

APS

93. Select the correct statement :

I. In fraud the person making the suggestion does believe the facts to be true

II. In misrepresentation the person making the suggestion does not believe the facts to be true

a. I only b. II only
c. Both I and II d. Neither I nor II
e. Unattempted

94. Which of the following are the duties of a bailee?

1. Duty to take reasonable care of goods.
2. Duty not to make unauthorized use of goods.
3. Duty not to mix his own goods with the goods bailed.
4. Duty to compensate when goods is damaged despite of the care of the bailee.

Codes:

a. 2, 3 and 4. b. 1, 2 and 3.
c. 3 and 4. d. 1 and 2.
e. Unattempted

95. Section 170 of Indian Contract Act deals with:

a. General lien.
b. Particular lien.
c. Wharfinger lien.
d. Broker's lien.
e. Unattempted

96. A standard form of contract is one in which :

a. The terms are fixed by the government of the State to which the contracting party belongs
b. The terms are pre-determined by the custom of the trade to which the contracting parties belong
c. The terms on which mercantile transactions of common occurrence are to be carried out
d. The terms are fixed by one of the parties in advance and open to acceptance by any one.
e. Unattempted

97. Match list I with List II and select the correct answer by using the codes given below:

List I	List II
A. Contingent contract	i. Section 148
B. Pledge	ii. Section 129.
C. Continuing guarantee	iii. Section 31.
D. Bailment	iv. Section 172

Codes:

	(i)	(ii)	(iii)	(iv)
a.	B	D	A	C
b.	A	B	C	D
c.	D	C	B	A
d.	D	C	A	B

e. Unattempted

98. Finder of a lost thing which is commonly the subject of sale, may sell it when the lawful charges of the finder, in respect of thing found amount to:

a. One- fourth. b. Half.
c. One-third.
d. Two-third of its value.
e. Unattempted

99. The Indian Contract Act, 1872 extends to :

a. The whole of India
b. The whole of India accept the State of Jammu and Kashmir
c. Only the Union territories of India
d. None of the above
e. Unattempted

100. Section 8 of the Indian Contract Act,1872 deals with :

a. Acceptance of a general offer
b. Acceptance must be absolute
c. Offer
d. None of the above
e. Unattempted

101. Consensus ad Idem :

a. To have an agreement
b. To have an agreement on different objects in the same sense
c. Reaching the contract
d. To have an agreement on the same thing in the same sense
e. Unattempted

102. In Johnson v. Crowe, the case was related to :
a. Misrepresentation
b. Mistake
c. Fraud
d. It was a void contract
e. Unattempted

103. The doctrine of restitution applies only to those agreements or contracts which subsequently become ____ and not those which are _____ :
a. Voidable/ void
b. Void/ Void ab initio
c. Contracts/ agreements
d. All of the above
e. Unattempted

104. Which of the following statements is correct for pledge :
a. Delivery of possession actual or constructive is necessary
b. Any kind of personal property either moveable or immovable can be subject-matter
c. There can be a pledge without a contract
d. All of the above
e. Unattempted

105. A continuing guarantee may at any time be revoked by the surety, as to future transactions, by….
a. Notice to the creditor.
b. Notice to the principal debtor.
c. Notice of both creditor and to the principal debtor.
d. Notice to public.
e. Unattempted.

106. The person delivering the goods is called :
a. Bailor.
b. Bailee.
c. Bailee in due course.
d. None of the above.
e. Unattempted.

107. Any variance, made without the surety's consent, in the terms of the contract between the principal debtor and the creditor :
a. Discharges the surety as to subsequent transaction.
b. Does not affect the liability of surety.
c. Discharges the liability of the Principal debtor.
d. Discharges the liability of the creditor.
e. Unattempted.

108. Any guarantee obtained by concealment is :
a. Valid. b. Invalid.
c. Voidable. d. Void.
e. Unattempted

109. A employs B to beat C, and agrees to indemnify him against all consequences of the act. B thereupon beats C, and has to pay damages to C for so doing:
a. A is liable to indemnify B for those damages.
b. A is not liable to indemnify B for those damages.
c. B is entitled only in respect of damages but not against other consequences.
d. None of the above.
e. Unattempted.

110. A authorises B to buy 500 sheep for him. B buys 500 sheep and 200 lambs for one sum of 6,000 rupees. A may :
a. Repudiate the whole transaction.
b. Repudiate the transaction as to the lambs only.
c. Not repudiate the contract.
d. None of the above.
e. Unattempted.

111. In case where the agent is personally liable, a person dealing with him may
a. Hold liable the agent
b. Hold liable the principal
c. Hold liable both of them.
d. All of the above.
e. Unattempted.

112. The termination of the authority of an agent causes :

a. Termination of the authority of all sub-agents appointed by him.
b. Termination of the authority of all sub-agents appointed by the principal.
c. Termination of the authority of all other agents.
d. No effect.
e. Unattempted.

113. The acceptance given by A on B's invitation for lunch over phone is not a contract because of which of the following?

a. The acceptance was given orally.
b. The parties did not come face to face.
c. There is no intention to create a legal obligation.
d. Invitation cannot be proved in a Court of law.
e. Unattempted.

114. Section 27 states that:

a. Agreement in restraint of marriage, void
b. Agreement in restraint of trade, void
c. Agreements void for uncertainty
d. Agreements, by way of wager, void
e. Unattempted

115. A contracts to pay B a sum of money when B marries C. C dies without being married to B :

a. The contract can still be enforced
b. The contract becomes void
c. Either a or b
d. None of these
e. Unattempted.

116. A transaction by which A promised to pay B and C for consideration during their joint lives and after the death of one of them, to the survivor, the consideration moved from B but the agreement was signed by all three, i.e., A, B and C :

a. There was privity between A and C but not with B
b. There was privity between A on one side and B and C on the other
c. There was privity between A and B but not with C
d. None of these
e. Unattempted.

117. A surety is discharged if the creditor, without consent, unconditionally releases the principal-debtor; the reason for this principle being that:

a. The release extinguishes the principal obligation
b. Such release adversely affects the right of the surety to sue the principal-debtor and deprives the surety of his right to compel the debtor to perform his own obligation to the creditor
c. Both a & b
d. None of these
e. Unattempted.

118. Misrepresentation according to Indian Contract act may arise from :

a. Suppression of facts
b. Unwarranted statements
c. Concealment of any fact
d. Both a & b
e. Unattempted.

119. Contracts with Pardanashin woman is presumed to have been induced by :

a. Undue influence
b. Mistake
c. Misrepresentation
d. None of the above
e. Unattempted.

120. In which of the following sections, the Indian Contract Act embodies the rule of Clayton's case relating to appropriation of payments :

a. Section 60
b. Section 58
c. Section 59
d. Section 61
e. Unattempted.

121. Which of the following is not correctly matched?

a. Coercion – Chikkam Amiraju Vs. Chikkam Seshamma
b. Liquidated Damages – Dunlop Pneumatic Tyre Co. Vs. New Garage & Motor Co.
c. Impossibility of performance – Alopi Prashad & Sons Vs. Union of India
d. Public Policy – Hadley Vs. Baxendale
e. Unattempted.

122. Under what section an agent can be impleaded :

a. Section 230
b. Section 232
c. Section 231
d. Section 229
e. Unattempted.

123. Which of the following are rights of a bailee :

a. Right to claim compensation
b. Right to retain
c. Right to claim all the expenses incurred in protecting the goods
d. All of the above
e. Unattempted.

124. Which of the following statements is wrong :

a. A banker has a general lien
b. If there is a dispute on title of goods, the delivery of goods will be stopped until the court clears it
c. Bailer has a right to deliver goods
d. If there is a contrary contract the right can be exercised
e. Unattempted.

125. The term 'Particular Lien' means:

a. To sell the securities
b. To retain possession of goods for which dues have arisen
c. To keep the securities for an indefinite period of time
d. None of the above
e. Unattempted

APS
JUDICIAL ACADEMY
Leader in Law Learning