Haryana Prelims Test Series – 2024

TEST 19 (ICA)

EXPLANATIONS

1. B-Refer to Section 238
2. C-Refer to Section 191
3. B-Right to Retain u/s 217 and Right to compensation u/s 225
4. A- Section 220: Agent not entitled to remuneration for business misconducted
   Section 221: Agent's lien on principal's property
   Section 223: Agent to be indemnified against consequences of acts done in good faith
   Section 224: Non-liability of employer of agent to do a criminal act.
5. B-Refer to Section 196
6. A-Refer to Section 185
7. D-Refer to Section 171
8. C- Section151: Care to be taken by bailee.
   Section151: Bailee when not liable for loss, etc., of thing bailed
9. C-Refer to Section 162
10. C-Refer to Section 172
11. A-Refer to section 173
12. A- Refer to Section 172
13. A- Refer to Section 148
14. C- Refer to Section 148
15. A-Surety becomes liable to make payment immediately when the principal debtor makes default in such payment.
16. C- Refer to Section 134
17. B - Section 128 and Section 133. Since the liability is coextensive it exists only so long as the liability of principal debtor exists.
18. D - Liability of a surety may be limited to a certain amount.

19. C - In the case of Lalman Shukla vs Gauri Dutt, the dispute revolved around the Plaintiff's claim for a reward after he found the defendant's missing nephew. The court examined whether a valid contract existed between the parties.

Carlill v Carbolic Smoke Ball Company [1892] EWCA Civ 1 is an English contract law decision by the Court of Appeal, which held an advertisement containing certain terms to get a reward constituted a binding unilateral offer that could be accepted by anyone who performed its terms.

20. B-Refer to Section 133
21. B-Refer to Section 130
22. B-Refer to Section 129
23. C-Refer to Section 128
24. A-Refer to Section 128
25. B-Refer to Section 143
26. D-Refer to Section 143
27. D-Refer to Section 126
28. A-Refer to Section 126
29. B-Refer to Section 124-Contract of indemnity
30. B - Refer to Section 75
31. A-Refer to Section 73
32. D-If the defendant is found liable for breach of contract, the plaintiff is entitled to nominal damages even if no actual damage is proven. Nominal damages are awarded if there is an infringement of a legal right and if it does not give the rise to any real damages, it gives the right to a verdict because of the infringement.
33. B-Quantum meruit means a situation when the person providing the service has completed some but not all of the work required of him and is requesting payment for the worth of the work completed.

34. C-Refer to Explanation to Section 73

35. A-Refer to Section 70.

36. C-Section 39 deals with Anticipatory Breach of Contract

37. B-Refer to Section 74

38. D-Under the English Law, if this stipulation is a genuine pre-estimate of the damages likely to be caused by the said breach, it is called liquidated damages. Genuine pre-estimates of loss are recoverable under law. However, if it is not a genuine pre-estimate of the loss, then it is termed as a penalty and the said clause is considered void.

39. B-Refer to Section 73

40. B--Refer to Section 71

41. C-Promissory estoppel is sometimes spoken of as a species of consideration or as a substitute for, or the equivalent of, consideration; but the basis of the doctrine is not so much one of contract with a substitute for consideration, as an application of the general principle of estoppel, since the estoppel may arise although the change of position of the promise was not in any way an inducement to the promise and was not regarded by the parties as any consideration therefore.

42. D-Refer to illustration (a) of Section 72

43. B-Refer to illustration (a) of Section 70

44. B-Refer to Section 68

45. B-In Mafatlal Industries v. Union of India, (1997) 5 SCC 536, a nine bench of the Supreme Court elaborated on the law of unjust enrichment and used it to affirm the right of an assessee to recover the excess taxes that was paid by him under mistake of law.

46. B-A contract implied in law, also known as a quasi-contract or a constructive contract, is an obligation created by law for the sake of justice or to avoid unjust enrichment.

47. D-The founder of quasi-contract based on the theory of unjust enrichment was Lord MANSFIELD who explained such obligations based upon the law as well as justice to prevent undue advantage to one person at the cost of another. The concept was first taken up in the case Moses v. Macferlan.

48. B-Refer Index

49. A-Refer to Section 65

50. B-In contract law, rescission is an equitable remedy which allows a contractual party to cancel the contract.

51. D-An award of damages may be available to restore the position of the innocent party to the pre-contractual position where expenses were incurred under the contract.

52. C-Refer to illustration (a) Section 62

53. C-Refer to Section 59

54. D-Refer to Section 58

55. D-Refer to Section 58

56. A-Refer to Section 56

57. C-Krell v Henry [1903] 2 KB 740 is an English case which sets forth the doctrine of frustration of purpose in contract law.

58. D-Krell v Henry is based on doctrine of frustration r/w Section 56

59. C-The doctrine of supervening impossibility or the doctrine of frustration is one of the modes by which a contract can be discharged or held to be void. This is enshrined in Section 56 of the Indian Contract Act, 1872. Whenever a contract becomes impossible to perform due to an unexpected subsequent physical or legal impossibility, there is no obligation on the parties to perform it. However, the impossibility should not be self-induced.

60. B-Refer to Section 55

61. D-Refer to Section 55

62. A-Refer to Section 40

63. B-Refer to Section 27

64. B-Illustration (j) to Section 23

65. A- Refer to Section 5

66. B-Explanation to Section 20

67. C-Read Essentials of Contract

68. C-Refer to Section 30

69. A-Also read Section 3

70. B-Refer to Section 133

71. D - The 'Case Analysis: Kedarnath v. Gorie Mohammad (1887)' is indeed a significant case in contract law, specifically concerning the aspect of consideration. The court's decision stated that once a promise is made, the promisor is obligated to fulfill the duty and cannot rescind it.

    In Delhi Cloth and General Mills Ltd v Union of India, it was held that the only indispensable requirement for applying the doctrine of promissory estoppel is that the party asserting the estoppel relied upon the representation made to them and thereby altered their position.

72. A-Section 2(a): When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal.

    Section 2(h): An agreement enforceable by law is a contract.

73. B-Refer to Section 7
74. A - Refer to Section 43
75. A-Refer to Section 70
76. B-Illustration (d) of Section 17

77. A-Hochster v De La Tour [1853] EWHC J72 (QB) is a landmark English contract law case on anticipatory breach of contract.
78. B - In Frost v. Knight case, the plaintiff as promised by the defendant that she will be married by him on the death of her father, but defendant married another women whereas the plaintiff's father was still alive, hence defendant could not marry the plaintiff.
79. D - Not provided in the Contract Act but is a settled principle by the Court in Balfour Vs. Balfour.
80. D r/w Section 19
81. B-Refer Section 46
82. B-Refer to Section 30
83. C-Refer to Section 71
84. C-Refer to Section 172
85. A-Under the English Law, if this stipulation is a genuine pre-estimate of the damages likely to be caused by the said breach, it is called liquidated damages.
86. C-Refer Section 2(i)
87. A - Carlill v Carbolic Smoke Ball Company [1892] EWCA Civ 1 is an English contract law decision by the Court of Appeal, which held an advertisement containing certain terms to get a reward constituted a binding unilateral offer that could be accepted by anyone who performed its terms
88. B-Refer to Section 49
89. A - Supervening impossibility : Frustration

    Good faith : Uberrimae fide contract

    Dunlop Tyre Co. vs. Selfridge & Co. : Privity of Contract

    Consideration : Quid pro quo
90. B-Illustration © of Section 63
91. B-Refer to Section2(d)
92. D-Refer to Section 23
93. D-Refer to Section 17&18
94. B-Refer Section 151,154.
95. B-Refer to Section 170

96. D-A standard form contract is the type of contract signed between two parties. In these contracts, one party sets the terms and conditions, whereas the other one does not have any ability to negotiate.
97. D - Contingent contract : section 31

pledge - section 172

continuing guarantee - section 129

bailment - Section 148

98. D-Refer to Section 169(2)
99. A-Refer to Section 1
100. A-Refer To Section 8
101. D - section 13
102. A - Johnson claims Crowe violated his Fourteenth Amendment due process rights and his Fourth Amendment right to be free from an illegal arrest because he submitted an affidavit causing the false arrest, false imprisonment, and malicious prosecution of Johnson for the offense of theft and burglary without probable cause.
103. B-Refer to Section 65
104. A-The goods have to be delivered by the pawnor to the pawnee. Delivery is necessary for a complete pledge and it may be either actual or constructive.
105. A-Refer to Section 130
106. A-Refer to Section 148
107. A-Refer to Section 133
108. B-Refer to Section 143
109. B-Refer to illustration(a) of Section 224
110. A-Refer to illustration of Section 228
111. D-Refer to Section 233
112. A-Refer to Section 210
113. C-Refer to Section 10
114. B-Refer to Section 27
115. B-Refer to illustration(c) of Section 32
116. B - Read about Privity to contract and privity to consideration

117. C-Refer to Section 134

118. D-Refer to Section 18

119. A-A contract with a pardanashin woman is presumed to have been induced by undue influence.

120. C-In the case of *Devaynes vs Noble,* also known as Clayton's case, it was held that the debtor can request the creditor to appropriate the amount to any of the debt in case he owes to the creditor several and distinct debts, if the creditor agrees to it, then he is bound by it.

121. D-Hadley Vs. Baxendale relates to rule of remoteness

122. Refer to Section 233.

123. D - Section 164, 170, 158

124. D - all the above mentioned options are backed by Section 171, Section 167, section 149 respectively. therefore option D is incorrect

125. B - Where the bailee has, in accordance with the purpose of the bailment, rendered any service involving the exercise of labour or skill in respect of the goods bailed, he has, in the absence of a contract to the contrary, a right to retain such goods until he receives due remuneration for the services he has rendered in respect of them. (Section 170)