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✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

4

*

In Indian Contract Law, a wagering contract is:

- ☐ a. Treated as voidable
- ☒ b. Treated as void ✓
- ☐ c. Treated against public policy
- ☐ d. Treated as valid

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

5

*

“A” agrees to let her daughter to hire to “B” for concubinage. The agreement is:

- ☐ a. Invalid
- ☐ b. Illegal
- ☒ c. Void because it is immoral ✓
- ☐ d. If daughter is major then agreement is valid

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

6

*

Which of the following is NOT an agreement in restraint of trade:

- I.** A sells the goodwill of his business with an agreement not to carry on similar business within specified local limits, so long as the buyer carries on a similar business.
- II.** A sells the goodwill of his business with an agreement not to carry on similar business within India as long as the buyer carries on similar business.
- III.** A sells the goodwill of his business with an agreement not to practice the same trade for 25 years.
- IV.** A sells the goodwill of his business with an agreement not to engage in any business competing or liable to compete in any way with the business for the time being carried on by the buyer.

- ☐ a. I, III and IV
- ☐ b. II, III, and IV
- ☐ c. III and IV
- ☒ d. I and III ✓

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

7

*

“A” applies to a banker for a loan at a time when there is stringency in the money market. The banker declines to make the loan except at an unusually high rate of interest. “A” accepts the loan on these terms. In this case the contract is:

- ☐ a. Vitiated by undue influence
- ☒ b. Valid because this is a transaction in the ordinary course of business ✓
- ☐ c. Void because the banker took unfair advantage of stringency in the money market
- ☐ d. Voidable at the option of “A” who was deceived by the banker

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

8

*

Inadequacy of consideration is relevant in determining the question of:

- ☐ a. Fraud
- ☐ b. Misrepresentation
- ☐ c. Undue influence
- ☒ d. Free consent ✓

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

9

*

A contract without consideration is nundum pactum unless:

- ☒ a. It is in writing and made out of natural love and affection ✓
- ☐ b. Present Voluntary Services
- ☐ c. Debt
- ☐ d. None of the Above

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

10

*

Mr. X is a dealer in coconut oil only. He agrees to sell to Ms. Y 100 Liters of Oil. Find out the best correct option out of the following as per the Indian Contract Act, 1872.

- ☐ a. The agreement between X & Y is void for uncertainty as per Section 29.
- ☒ b. The agreement between X & Y is valid and not void for uncertainty as per Section 29. ✓
- ☐ c. The agreement between X & Y is voidable since the essential ingredients of a contract are incomplete.
- ☐ d. The agreement is not enforced by Law.

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

11

*

When the parties to a contract agree to substitute the existing contract with a new contract it is known as:

- ☐ a. Substitution
- ☒ b. Novation ✓
- ☐ c. Frustration
- ☐ d. Breach

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

12

*

"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 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"

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

13

*

"A" agrees to sing for "B" under a Contract at a Concert for Rs. 50,000, which are paid in advance. "A" is too ill to sing on the day of the concert. The consequence is:

- ☐ a. "A" is bound to make compensation to "B" for the loss of the profits which "B" would have made, if "A" had been able to sing.
- ☒ b. "A" is bound to refund "B" Rs. 50,000 paid in Advance. ✓
- ☐ c. "A" can be forced to sing in the concert.
- ☐ d. "A" is bound to refund only that money out of Rs. 50,000 that he has not spent.

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

14

*

If the time of performance of the contract is the essence of the contract and the promisor fails to perform the contract by the specified time, the contract is:

- ☐ a. Void
- ☐ b. Valid
- ☒ c. Voidable at the option of Promisee ✓
- ☐ d. Infructuous

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

15

*

A contract is not frustrated by:

- ☒ a. Commercial impossibility ✓
- ☐ b. Imposition of government restrictions
- ☐ c. Destruction of subject matter of the contract
- ☐ d. All of the above

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

16

*

Which section of the Indian Contract Act deals with anticipatory breach of contract?

- ☐ a. Section 42
- ☒ b. Section 39 ✓
- ☐ c. Section 37
- ☐ d. Section 75

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

17

*

Damages allowed under Section 73 of the Indian Contract Act are:

- ☐ a. Liquidated Damages
- ☒ b. Compensatory Damages ✓
- ☐ c. Penal Damages
- ☐ d. Contemptuous Damages

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

18

*

Hadley v. Baxendale is a case related to:

- ☐ a. Frustration of Contract
- ☒ b. Damages of Breach of Contract ✓
- ☐ c. Discharge of Contract
- ☐ d. Contract is a Restraint of Trade

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

19

*

Which one of the following cases is NOT related to the damages for breach of contract?

- ☐ a. Hadley v. Baxendale
- ☒ b. State of Rajasthan v. Novelty Stores ✓
- ☐ c. Madras Railway Co. v. Govind Rao
- ☐ d. Dominion of India v. All India Reporter Ltd.

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

20

*

A contracts to buy from B, at a stated price, 50 quintal of rice, no time is fixed for delivery. A afterwards informs B that he will not accept the rice, if tendered to him. B is entitled to receive from A as compensation.

- ☒ a. Amount by which the contract price exceeds that B can obtain at a time when A inform B of his non-acceptance ✓
- ☐ b. Whole price of rice
- ☐ c. Nothing
- ☐ d. His performance of contract

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

21

*

Continuing Gaurantee has been defined under:

- ☐ a. Section 124 ICA
- ☒ b. Section 129 ICA ✓
- ☐ c. Section 146 ICA
- ☐ d. Section 148 ICA

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

22

*

A surety stands discharged when:

- ☒ a. The terms of the contract are varied without surety's consent ✓
- ☐ b. Co-surety is released
- ☐ c. Principal debtor dies
- ☐ d. There is forbearance to sue on the part of the principal debtor

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

23

*

Right of Subrogation in a contract of gaurantee is available to:

- ☐ a. Creditor
- ☒ b. Surety ✓
- ☐ c. Principal Debtor
- ☐ d. None of the above

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

24

*

S1, S2, S3 are sureties to C for the sum of Rs. 12000 lent to P and there is a contract between S1, S2, S3 that the first surety is to be responsible to the extent of one fourth, the second surety to the extent of one half. P makes default in the payment. As between the co-sureties S1:S2:S3 the amount payable as per Indian Contract Act is:

- ☐ a. 4000:4000:4000
- ☐ b. 3500:3500:5000
- ☒ c. 3000:6000:3000 ✓
- ☐ d. 6000:6000:NIL

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

25

*

. Which of the following deals with how delivery to bailee is to be made in the Indian Contract Act, 1872:

- ☒ a. Section 149 ✓
- ☐ b. Section 135
- ☐ c. Section 145
- ☐ d. Section 140

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

26

*

A gives woolen cloth to B, a tailor, for making a suit. The tailor's charges are settled at Rs. 500. After the suit is ready, A tenders Rs. 500 for the charges but the tailor refuses to deliver the suit till A pays an old due. In such case:

- ☐ a. B can refuse to deliver the suit
- ☒ b. B cannot refuse to deliver the suit ✓
- ☐ c. B can refuse in certain circumstances
- ☐ d. B can sell the suit

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

27

*

Which of the following is CORRECT?

- ☒ a. Pledge made by a person having limited interest is valid to the extent of that interest ✓
- ☐ b. Pledge made by a person under voidable contract is valid
- ☐ c. Pledge made by a mercantile agent is valid
- ☐ d. Goods may be pledged by the servant in the absence of owner

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

28

*

When the pawnor has to obtain possession of the goods pledged by him under a contract voidable under Section 19 or 19A of the Contract Act and if the contract is not rescinded at the time of pledge, the pawnee acquires:

- ☒ a. A good title ✓
- ☐ b. A defective title
- ☐ c. The goods illegally
- ☐ d. None of these

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

29

*

For his commission or remuneration, an agent has a _____

- ☐ a. General Lien
- ☒ b. Particular Lien ✓
- ☐ c. No lien at all
- ☐ d. None of the above

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

30

*

Section 185 of the Indian Contract Act states that _____

- ☐ a. A sub-agent is a person employed by the original Agent
- ☐ b. The agent is responsible to the principal for the acts of the sub-agent
- ☐ c. The authority of an agent may be expressed or implied
- ☒ d. No consideration is necessary to create an agency ✓

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

31

*

Who may employ an agent?

- ☐ a. Any major person
- ☐ b. Any person who is of sound mind
- ☒ c. Any major person of sound mind ✓
- ☐ d. A citizen of India

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

32

*

An agent cannot claim remuneration for his misconduct under:

- ☒ a. Section 220 ICA ✓
- ☐ b. Section 221 ICA
- ☐ c. Section 223 ICA
- ☐ d. Section 224 ICA

✗ **Incorrect** 0/4 Points

0 / 4 pts
Auto-graded

33

*

Which is NOT a correct position in Law:

- ☐ a. A master is answerable for fraud of his servant acting within the scope of employment
- ☐ b. A master is answerable for forgery if the servant acts within his ostensible authority
- ☐ c. A master is answerable even if the servant delegates to other his performance ✓
- ☒ d. A master is answerable for criminal act of his servants if it is done in the course of employment

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

34

*

Which one of the following pairs is correctly matched:

- ☐ a. Mohori Bibee v. Dharmodas Ghose – Proposal
- ☐ b. Hadley v. Baxendale – Free Consent
- ☒ c. Satyabrata Ghose v. Mugneeram – Frustration of Contract ✓
- ☐ d. Lalman Shukla v. Gauri Dutt – Capacity to Contract

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

35

*

Promisory Estoppel is sometimes spoken of as a substitute for:

- ☐ a. Novation
- ☐ b. Quasi-Contract
- ☒ c. Consideration ✓
- ☐ d. Coercion

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

36

*

Rakesh was desperately short of hand in his son's wedding. Finding no person to collect the flowers he requested Jeevan, who was working as part of the catering contingent of Varun caterers to whom the catering contract was given, to collect the flowers from the florist. While returning from the florist Jeevan had met with an accident and the question arose as to whether Rakesh was liable for the accident?

- ☐ a. Rakesh would be liable because Jeevan was his servant.
- ☒ b. Rakesh would not be liable because Jeevan was an employee of Varun caterers which was an independent contractor. ✓
- ☐ c. Rakesh would be liable because Jeevan was an independent contractor.
- ☐ d. Rakesh would be liable as Jeevan was acting as his agent.

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

37

*

Qui facit per alium facit per se means:

- ☐ a. The welfare of the state is the supreme law
- ☒ b. He who acts through another, acts himself ✓
- ☐ c. He who acts for another, acts for himself
- ☐ d. The law must not be violated by anyone

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

38

*

Actio personalis moritur cum persona means:

- ☐ a. A person is absolutely liable for his debts
- ☐ b. Every award passed by the Court is proper
- ☒ c. A personal action dies with the person ✓
- ☐ d. All of the above

✗ **Incorrect** 0/4 Points

0 / 4 pts
Auto-graded

39

*

Meaning of maxim ‘In pari delicto potior conditio defendants’ is:

- ☐ a. When there is a right there is a right
- ☒ b. When both are all equally to blame neither can hold the other
- ☐ c. Law takes into account only proximate causes
- ☐ d. None of the above ✓

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

40

*

Where a person legally does some work for or delivers something to the government, not intending to act gratuitously and the same is accepted, then in absence of a valid contract, such person may:

- ☐ a. Claim restoration of any benefit derived by the government
- ☐ b. Compel the government to perform under the constructive contract
- ☒ c. Claim compensation from the government ✓
- ☐ d. Not claim any compensation from the government

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

41

*

What is the nature of damages in the contracts?

- ☐ a. Depending upon the discretion of court
- ☐ b. Depending upon the facts of the case
- ☒ c. Liquified ✓
- ☐ d. Unliquified

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

42

*

Which of the following cases is related to “General Offer”:

- ☒ a. Carlill v. Carbolic Smoke Ball & Co. ✓
- ☐ b. Tweedle v. Artkinson
- ☐ c. Bhagwan Das Govardhan Das Kedia v. Girdhari Lal
- ☐ d. Krell v. Henry

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

43

*

Which of the following cases is related to “Privity of Contract”:

- ☐ a. Carlill v. Carbolic Smoke Ball & Co.
- ☒ b. Tweedle v. Artkinson ✓
- ☐ c. Bhagwan Das Govardhan Das Kedia v. Girdhari Lal
- ☐ d. Krell v. Henry

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

44

*

Which of the following cases is related to “Communication”:

- ☐ a. Carlill v. Carbolic Smoke Ball & Co.
- ☐ b. Tweedle v. Artkinson
- ☒ c. Bhagwan Das Govardhan Das Kedia v. Girdhari Lal ✓
- ☐ d. Krell v. Henry

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

45

*

Which of the following cases is related to “Frustration of Contract”:

- ☐ a. Carlill v. Carbolic Smoke Ball & Co.
- ☐ b. Tweedle v. Artkinson
- ☐ c. Bhagwan Das Govardhan Das Kedia v. Girdhari Lal
- ☒ d. Krell v. Henry ✓

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

46

*

Blackstone considered Contract as:

- ☒ a. A very important aspect of law ✓
- ☐ b. An essential equipment for an up and coming lawyer
- ☐ c. Merely one method of acquiring title to right in presonam
- ☐ d. A very important aspect of law of evidence

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

47

*

The expression “privity of contract” means that:

- ☐ a. A contract is a private document
- ☒ b. A contract is a contract between the parties only ✓
- ☐ c. Only private documents can be contracts
- ☐ d. A proposal only

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

48

*

Which of the following statements are true:

I: Law of estoppel is not applicable against the minor

II: Minors agreement cannot be ratified after attaining majority

III: Minors can ratify a contract entered into on his behalf after attaining majority

IV: Section 64 & 65 are applicable to Minor's Agreement

- ☒ a. Only I and II ✓
- ☐ b. Only III and IV
- ☐ c. Only II and III
- ☐ d. Only I and III

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

49

*

Which of the following cases is related to “Intention to create Legal Relationship”:

- ☒ a. Merritt v. Merritt ✓
- ☐ b. Weeks v. Tybald
- ☐ c. Henderson v. Stevenson
- ☐ d. Currie v. Misa

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

50

*

Which of the following cases is related to “General Proposal”:

- ☐ a. Merritt v. Merritt
- ☒ b. Weeks v. Tybald ✓
- ☐ c. Henderson v. Stevenson
- ☐ d. Currie v. Misa

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

51

*

Which of the following cases is related to “Consideration”:

- ☐ a. Merritt v. Merritt
- ☐ b. Weeks v. Tybald
- ☐ c. Henderson v. Stevenson
- ☒ d. Currie v. Misa ✓

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

52

*

Which of the following cases is related to “Reasonable Notice”:

- ☐ a. Merritt v. Merritt
- ☐ b. Weeks v. Tybald
- ☒ c. Henderson v. Stevenson ✓
- ☐ d. Currie v. Misa

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

53

*

Which Section of the Indian Contract Act talks about “Novation”:

- ☐ a. Section 70
- ☒ b. Section 62 ✓
- ☐ c. Section 15
- ☐ d. Section 11

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

54

*

Which Section of the Indian Contract Act talks about “Unjust Enrichment”:

- ☒ a. Section 70 ✓
- ☐ b. Section 62
- ☐ c. Section 15
- ☐ d. Section 11

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

55

*

Which Section of the Indian Contract Act talks about “Party Competent to Contract”:

- ☐ a. Section 70
- ☐ b. Section 62
- ☐ c. Section 15
- ☒ d. Section 11 ✓

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

56

*

Which Section of the Indian Contract Act talks about “Dispossession of Property induced by threat to cause death”:

- ☐ a. Section 70
- ☐ b. Section 62
- ☒ c. Section 15 ✓
- ☐ d. Section 11

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

57

*

The case of “Dunlop Tyre Co. v. Selfridge” is related to:

- ☐ a. Uberrimae Fides
- ☐ b. Frustration
- ☒ c. Privity of Contract ✓
- ☐ d. Quid Pro Quo

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

58

*

Assertion (A): All illegal agreements are void, but all void agreements are not illegal
Reason (R): Only those agreements, of which the object or consideration is unlawful, are known as illegal agreements.

- ☒ a. Both A and R are true and R is 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

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

59

*

Assertion (A): A stranger to a contract can not enforce the contract.
Reason (R): He is not party to contract and can not take benefit.

- ☒ a. Both A and R are true and R is 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

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

60

*

Assertion (A): Agreement without consideration is void.
Reason (R): Consideration may be given by promisee or any other person.

- ☐ a. Both A and R are true and R is 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

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

61

*

Assertion (A): 'A' supplies necessities to 'B', a minor. 'A' can recoover the payment from 'B's' estate.

Reason (R): An agreement with Minor is Void ab Initio.

- ☐ a. Both A and R are true and R is 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

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

62

*

'A' lends Rs. 1,00,000/- to 'B' and 'B' promises to pay it with interest rate of @12% p.a. after one year. The agreement provides that if the amount is repaid within 6 months the rate of interest will be @10% p.a. This stipulation is:

- ☐ a. Void
- ☐ b. Voidable
- ☒ c. Legal ✓
- ☐ d. Invalid

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

63

*

Section 128 of the Indian Contract Act is related with:

- ☒ a. Surety's Liability ✓
- ☐ b. Continuing Guarantee
- ☐ c. Revocation of Continuing Guarantee
- ☐ d. Consideration for Guarantee