

Final Answer Key

This is a General Answer Key, not the individual answer key of any participant.

Score / 0 pts

2. Email Id *

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3. WhatsApp Number *

Score / 0 pts

✓ **Correct** 4/4 Points

4 / 4 pts

Auto-graded

4. **The provisions of about communication of acceptance in various legal systems falls into which of the following categories?**

*

- ☐ A. The system of information
- ☐ B. The system of declaration
- ☐ C. The mixed or electric system
- ☒ D. All of them ✓

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

5. **The right to surety to indemnity is an incident of the guarantee ***

- ☐ A. The principal-debtor will be liable
- ☐ B. Without the necessity of any further request for all sums subsequently paid by the surety under the guarantee as money paid to the use of the principal-debtor
- ☒ C. Both (A) and (B) ✓
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

6. **The rule of limitation in a foreign country, where the contract is made, may be set up as a defence to a suit filed in India if: ***

- ☐ A. The rule has extinguished the contract
- ☐ B. The parties were domiciled in that foreign country during the period prescribed by that rule
- ☒ C. Both (A) and (B) ✓
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

7. **The subject-matter of Section 8 of the Indian Contract Act, 1872 is divided in to ***

- ☐ A. Performance of the conditions of a proposal and
- ☐ B. Acceptance of any consideration for reciprocal promise which may be offered with a proposal,
- ☒ C. Both (A) and (B) ✓
- ☐ D. None of these

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

8. The term law in the expression “forbidden by law” would include any enactment or rule of law for the time being in force in India which would fall under which of the following sub heads? *

- ☐ A. The provisions of any legislative enactment
- ☐ B. The rules of Hindu or Mahomedan law
- ☐ C. Other rules for the time being in force in India
- ☒ D. All of them ✓

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

9. The terms ‘benefit’ and ‘detriment’ have been used by courts in which of the following senses in Section 2 of the Indian Contract Act, 1872? *

- ☐ A. Act which value
- ☐ B. Such acts, the performance of which is not already legal due from promise
- ☒ C. Both (A) and (B) ✓
- ☐ D. None of these

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

10. The theories or juristic bases for the doctrine of frustration were evolved for justifying the departure from the doctrine of absolute contracts. The main theories are:

- I. Implied term theory
- II. Basis or foundation of the contracts
- III. Just and reasonable solution
- IV. Radical change in the obligation under the contracts

*

- ☐ A. II, III
- ☐ B. IV
- ☐ C. I
- ☒ D. All of them ✓

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

11. The UNIDROIT principles expressly provide that in ascertaining the intention of parties, be it the subjective intention or the 'reasonableness' test, regard shall be had to which of the following circumstances:

- I. Preliminary negotiation between the parties
- II. Practices which the parties have established between themselves
- III. The conduct of the parties subsequent to conclusion of the contract
- IV. The nature and purpose of the contract
- V. The meaning commonly given to terms and expressions in the trade concerned
- VI. Usages

*

- ☐ A. I, II, IV, V
- ☐ B. III, IV, VI
- ☐ C. IV, V
- ☒ D. All of them ✓

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

12. The use of the word person in Section 2 (c) of the Indian Contract Act, 1872 indicates: *

- ☐ A. Just a human being
- ☒ B. It must be given extended sense to include governments ✓
- ☐ C. Both (A) and (B)
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

13. The word 'signifies' in the definition of S. 2 of the Indian Contract Act, 1872 indicates: *

- ☒ A. That the offer must be communicated to the person to whom it is made ✓
- ☐ B. That the offer need not be communicated to the person to whom it is made
- ☐ C. Either (A) or (B)
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

14. Time and place for performance of promise, where time is specified and no application to be made in which of the following in the Indian Contract Act, 1872 *

- ☐ A. Section 42
- ☐ B. Section 36
- ☒ C. Section 47 ✓
- ☐ D. Section 40

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

15. To which of the following the lien claimable under S. 221 of the Indian Contract Act is confined to? *

- ☐ A. Commission
- ☐ B. Disbursement
- ☐ C. Services in respect of the specific property
- ☒ D. All of them ✓

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

16. Unconscionable contract is an *

- ☒ A. Agreement that is so outrageously unfair to one party that a Court refuses to enforce it in a Court of law ✓
- ☐ B. Agreement that is so outrageously unfair to one party which can still be enforced it in a Court of law
- ☐ C. Either (A) or (B)
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

17. Under Section 18 of the Indian Contract Act, 1872, misrepresentation falls under: *

- ☐ A. A statement of fact, which is false, would be misrepresentation if the maker believes it to be true, but which is not justified by the information he possesses
- ☐ B. Any breach of duty which gains an advantage to the person committing it by misleading another to his prejudice, there being no intention to deceive
- ☐ C. Causing a party to an agreement to make a mistake as to the substance of the thing which is the subject of the agreement, even though done innocently
- ☒ D. All of them ✓

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

18. Under Section 55 of the Indian Contract Act a vendor has no right to make time of the essence of the contract unless: *

- ☐ A. The vendor is able, ready and willing to proceed to completion
- ☐ B. When the vendor purports to make time of the essence of the contract, the purchaser must be guilty of such default as to entitle the vendor to rescind the contract, subject to it being done by a reasonable notice
- ☒ C. Both (A) and (B) ✓
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

19. Under Section 55 of the Indian Contract Act, 1872 the intention of the parties can be ascertained from:

- I. The express words used in the contract
- II. The nature of the property which forms the subject matter of the contract
- III. The nature of the contract itself
- IV. The surrounding circumstances

*

- ☐ A. II, III
- ☐ B. IV
- ☐ C. I
- ☒ D. All of them ✓

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

20. Under which of the following any provision of the Indian Contract Act, 1872 would be void, if inconsistent with the fundamental rights? *

- ☐ A. Article 11 of the Constitution of India
- ☐ B. Article 12 of the Constitution of India
- ☒ C. Article 13 of the Constitution of India ✓
- ☐ D. Article 14 of the Constitution of India

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

21. Under which of the following bailee is not responsible on re-delivery to bailor without title in the Indian Contract Act, 1872? *

- ☒ A. Section 166 ✓
- ☐ B. Section 159
- ☐ C. Section 163
- ☐ D. Section 160

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

22. Under which of the following circumstances as per the Special Relief Act, 1963, the Court may refuse to rescind the contract in a suit for rescission?

- I. The plaintiff was has expressly or implied ratified the contract
- II. Due to change in circumstances after the making of the contract (not due to the act of the defendant himself), the parties cannot be substantially restored to the positions in which they stood when the contract was made
- III. Third parties have during the subsistence of the contract, acquired rights in good faith without notice and for value
- IV. Only a part of the contract is sought to be rescinded and such part is not severable from the rest of the contract

- ☐ A. I, III
- ☐ B. II, IV
- ☐ C. IV
- ☒ D. All of them ✓

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

23. **Under which of the following pawnee is not to retain for debt or promise other than that for which goods pledged in the Indian Contract Act, 1872? ***

- ☒ A. Section 174 ✓
- ☐ B. Section 171
- ☐ C. Section 173
- ☐ D. Section 178

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

24. **Unless the terms of the guarantee provide other, the surety is entitled to claim relief from the principal-debtor immediately: ***

- ☐ A. As often as he pays anything under his guarantee as it falls due
- ☐ B. And is not required to pay the whole debt due from the principal-debtor before compelling reimbursement
- ☒ C. Both (A) and (B) ✓
- ☐ D. None of these

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

25. **What are the conditions for the application of the S. 235 of the Indian Contract Act?**

- I. The agent has made an untrue representation that he is authorised agent of another (which may also be a representation as to the extent of authority of the agent)
- II. The representation relates to fact
- III. The third party has been misled or induced to deal with the agent on the faith of such representation
- IV. The principal has repudiated or refused to ratify the transaction
- V. The third party has suffered a loss in consequence

*

- ☐ A. I, II
- ☐ B. II, IV
- ☐ C. III, IV
- ☒ D. All of them ✓

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

26. **When a statute clearly covers a case, it is hardly necessary to refer to decisions. In which of the following cases it was so upheld? ***

- ☒ A. Lala Kapurchand Godhav. MirNawab Himayatalikhan Azamjah ✓
- ☐ B. State of Madras v. Gannon Durkerley & Co. Ltd.
- ☐ C. Firm Kanhaiyalal v. Dineshchandra
- ☐ D. Bhagwandas Goverdhandas Kedia v. Girdharilal Parshottamdas and Co.

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

27. **When did the Indian Contract Act, 1872 come into force? ***

- ☒ A. September 1 ✓
- ☐ B. September 5
- ☐ C. September 7
- ☐ D. September 10

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

28. **When the guarantee is expressed to be a continuing guarantee and to apply to the balance for time-to-time owing by the principal-debtor to the creditor times runs: ***

- ☒ A. Only from the date when each of such balance is constituted by the excess of total debits over total credits ✓
- ☐ B. Not from the date when each advance is made to the principal-debtor
- ☐ C. Either (A) or (B)
- ☐ D. None of these

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

29. **Where a contract is one of guarantee: ***

- ☐ A. The surety need not be called upon to pay unless the principal-debtor has committed a default
- ☐ B. The surety is entitled to all the rights, viz, of discharge, subrogation of securities, indemnity from the principal-debtor, etc. provided in ss. 133 to 145; though an indemnifier is entitled to rights given by ss. 140 and 141
- ☒ C. Both (A) and (B) ✓
- ☐ D. None of these

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

30. **Where the bailment is for hire, it may be:**

- I. Hiring the use of goods
- II. Hiring the use of labour or work on or with regard to the goods
- III. Hiring of custody i.e. of services in keeping the goods
- IV. Hiring of carriage of goods

*

- ☐ A. I, II
- ☐ B. II, IV
- ☐ C. III, IV
- ☒ D. All of them ✓

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

31. **Where the law is codified, it is of little avail enquire what is the law apart from such codification. The code itself must be looked to as the guide in the matter. This refers to which of the following cases: ***

- ☒ A. Burn & Co. v. McDonald ✓
- ☐ B. Produce Brokers Co. Ltd. v. Olympia Oil and Cake Co. Ltd.
- ☐ C. Moulton v. Halliday
- ☐ D. Lloyd v. Guibert

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

32. **Where the seller wrongfully neglects or refuses to deliver the goods to the buyer, the buyer may sue the seller for: ***

- ☐ A. Damages for non-delivery
- ☐ B. Specific performance subject to the provisions of the Specific Relief Act, 1963
- ☐ C. Breach of warranty in which event the buyer may set up against the seller such breach in diminution or extinction of the price or sue the seller for damages for breach of warranty
- ☒ D. All of them ✓

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

33. **Which of the following Amendment Acts inserted Section 19A into the Indian Contract Act? ***

- ☒ A. Indian Contract (Amendment) Act, 1899 (6 of 1899) ✓
- ☐ B. Indian Contract (Amendment) Act, 1899 (7 of 1899)
- ☐ C. Indian Contract (Amendment) Act, 1899 (8 of 1899)
- ☐ D. Indian Contract (Amendment) Act, 1899 (9 of 1899)

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

34. **Which of the following are the conditions for the application of Section 70 of the Indian Contract Act, 1872? ***

- ☐ A. The goods are to be delivered lawfully or something has to be done for another person lawfully
- ☐ B. The thing done or the goods delivered must be done or delivered without intention to do so gratuitously
- ☐ C. The person to whom goods are to delivered enjoys the benefit thereof
- ☒ D. All of them ✓

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

35. Which of the following are the requirements for the application of the provisions of Section 69 of the Indian Contract Act, 1872? *

- ☐ A. The plaintiff must have made an actual or virtual payment of money
- ☐ B. The plaintiff must have been compelled to pay this money to a third party
- ☐ C. The defendant must have been legally liable to pay the third party. Though the plaintiff would usually stand in some kind of relationship to the person for whom he paid, no relationship of privity is necessary to give a right of action
- ☒ D. All of them ✓

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

36. Which of the following binds the principal under S. 229 of the Indian Contract Act? *

- ☐ A. Notice or intimation given to an agent
- ☐ B. Knowledge of any fact material to such transaction acquired by the agent
- ☒ C. Either (A) or (B) ✓
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

37. Which of the following conditions are essential before the application of the second paragraph of Section 56 of Indian Contract Act, 1872? *

- ☐ A. A valid and subsisting contract before the parties
- ☐ B. There must be some part of the contract yet to be performed
- ☐ C. The contract after it is entered into becomes impossible of performance
- ☒ D. All of them ✓

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

38. Which of the following damages are punitive in nature? *

- ☐ A. Aggravated damages
- ☒ B. Exemplary damages ✓
- ☐ C. Both (A) and (B)
- ☐ D. None of these

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

39. Which of the following deals with “Continuing guarantee” in the Indian Contract Act, 1872? *

- ☒ A. Section 129 ✓
- ☐ B. Section 126
- ☐ C. Section 123
- ☐ D. Section 130

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

40. Which of the following deals with “when agent cannot delegate” in the Indian Contract Act, 1872? *

- ☒ A. Section 190 ✓
- ☐ B. Section 191
- ☐ C. Section 185
- ☐ D. Section 181

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

41. Which of the following deals with agent's duty on termination of agency by principal's death or insanity in the Indian Contract Act, 1872? *

- ☐ A. Section 200
- ☐ B. Section 203
- ☒ C. Section 209 ✓
- ☐ D. Section 204

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

42. Which of the following deals with agent's duty to pay sums received for principal in the Indian Contract Act, 1872? *

- ☐ A. Section 211
- ☐ B. Section 219
- ☒ C. Section 218 ✓
- ☐ D. Section 210

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

43. Reimbursement under Section 69 of the Indian Contract Act, 1872 claimed _____ from the date on which the money was paid. *

- ☐ A. within a year
- ☐ B. within two years
- ☒ C. within three years ✓
- ☐ D. within three and a half years

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

44. **Section 127 provides that _____ is sufficient consideration for the guarantee. ***

- ☐ A. anything done
- ☐ B. a promise made for the benefit of the principal-debtor
- ☒ C. either (A) or (B) ✓
- ☐ D. None of these

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

45. **Section 17(1) defines which of the following ingredients?**

- I. There should be a suggestion as to a fact**
 - II. The fact suggested should not be true**
 - III. The suggestion should have been made by a person who does not believe it to be true**
 - IV. The suggestion should be made with intent either to deceive or to induce the other party to enter into contract**
- *

- ☐ A. I, II, IV
- ☐ B. II, IV
- ☐ C. III, IV
- ☒ D. All of them ✓

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

46. **A, in consideration of B's discounting, at A's request, bills of exchange for C, guarantees to B, for twelve months, the due payment of all such bills to extent of 5,000 rupees. B discounts bills for C to the extent of 2,000 rupees. Afterwards, at the end of three months, A revokes the guarantee. ***

- ☐ A. This revocation does not discharge A from all liability to B for any subsequent discount. But A is liable to b for the 2,000 rupees on default of C
- ☐ B. This revocation discharge A from all liability to B for any subsequent discount. But A is not liable to b for the 2,000 rupees on default of C
- ☒ C. This revocation discharge A from all liability to B for any subsequent discount. But A is liable to b for the 2,000 rupees on default of C ✓
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

47. **A, in consideration that B will employ C in collecting the rents of B's zamindari, promises B to be responsible, to the amount of 5,000 rupees, for the due collection and payment by C of those rents. ***

- ☐ A. This is discontinuing guarantee
- ☒ B. This is a continuing guarantee ✓
- ☐ C. This is stipulation by penalty
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

48. **A, intending to deceive B, falsely represents that 500 maunds of indigo are made annually at A's factory, and thereby induces B to buy the factory. ***

- ☐ A. The contract is not voidable only at the option of B
- ☒ B. The contract is voidable only at the option of B ✓
- ☐ C. either (A) or (B)
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

49. **A, the owner of a boat, contracts with B to take a cargo of jute to Mirzapur, for sale at that place, starting on a specified day. The boat, owing to some avoidable cause, does not start at the time appointed, whereby the arrival of the cargo at Mirzapur is delayed beyond the time when it would have arrived if the boat had sailed according to the contract. After that date, and before the arrival of the cargo, the price of jute falls. ***

- ☐ A. The measure of the compensation payable to B by A is the sum of the price for which B could have obtained for the cargo at Mirzapur at the time when it would have arrived if forwarded in due course, and its market price at the when it actually arrived
- ☒ B. The measure of the compensation payable to B by A is the difference between the price which B could have obtained for the cargo at Mirzapur at the time when it would have arrived if forwarded in due course, and its market price at the when it actually arrived ✓
- ☐ C. either (A) and (B)
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

50. **A, who owes money to B, a money-lender, undertakes to repay him by delivering to him 10 maunds of grain on a certain date, and stipulates that, in the event of his not delivering the stipulated amount by the stipulated date, he shall be liable to deliver 20 maunds. This is a stipulation by way penalty. ***

- ☒ A. B is only entitled to reasonable consideration in case of breach ✓
- ☐ B. B is not entitled to reasonable consideration in case of breach
- ☐ C. either (A) or (B)
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

51. **A, without B's authority, lends B's money to C. Afterwards B accepts interest on the money from C. ***

- ☐ A. B's conduct does not imply a ratification of the loan
- ☐ B. B's conduct implies a partial ratification of the loan
- ☒ C. B's conduct implies a ratification of the loan ✓
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

52. **A's estate is sold for arrears of revenue under the provisions of an Act of the Legislature, by which the defaulter is prohibited from purchasing the estate. B, upon an understanding with A, becomes the purchaser, and agrees to convey the estate to A upon receiving from him the price which B has paid. ***

- ☐ A. The agreement is not void, as it does renders the transaction, in effect, a purchase by the defaulter, and would not defeat the object of the law
- ☐ B. The agreement is void, but it does not render the transaction, in effect, a purchase by the defaulter, and would not defeat the object of the law
- ☒ C. The agreement is void, as it renders the transaction, in effect, a purchase by the defaulter, and would so defeat the object of the law ✓
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

53. **A's son has forged B's name to a promissory note. B under threat of prosecuting A's son, obtains a bond from A for the amount of the forged note. ***

- ☐ A. If B sues on this bond, the Court will not set the bond aside
- ☒ B. If B sues on this bond, the Court may set the bond aside ✓
- ☐ C. either (A) or (B)
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

54. **According to UN Draft Convention on Independent Guarantees and Stand-by Letters of Credit, the guarantor may refuse payment under the guarantee if the demand is improper. A demand may be improper if: ***

- ☐ A. Any document is forged
- ☐ B. No payment is due on the basis asserted in the demand and the supporting documents
- ☐ C. Judging by the type and purpose of the undertaking, the demand has no conceivable basis
- ☒ D. All of them ✓

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

55. According to UN Draft Convention on Independent Guarantees and Stand-by Letters of Credit, judging by the type and purpose of the undertaking, the demand has no conceivable basis if:

- I. The contingency or risk against which the undertaking was designed to secure the beneficiary has undoubtedly not materialised
- II. The underlying obligations of the principal/applicant has been declared invalid by a Court or arbitral tribunal, unless the undertaking indicates that such contingency falls within the risk to be covered by the undertaking
- III. The secured obligation has undoubtedly been fulfilled to the satisfaction of the beneficiary
- IV. Fulfilment of the underlying obligation has clearly been prevented by wilful misconduct of the beneficiary

*

- ☐ A. II, III, IV
- ☐ B. III, IV
- ☐ C. I, IV
- ☒ D. All of them ✓

✓ **Correct** 4/4 Points

4 / 4 pts
Auto-graded

56. Agent not entitled to remuneration for business misconducted comes under which of the following in the Indian Contract Act, 1872? *

- ☒ A. Section 220 ✓
- ☐ B. Section 219
- ☐ C. Section 215
- ☐ D. Section 210

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

57. **An agent of a foreign company for sale of its machine agreed with the purchaser that the purchaser will deduct his commission and pay the balance of price to the company. The purchaser was liable to the agent for the commission. In which of the following cases was it upheld? ***

- ☒ A. Continental and Eastern Agencies v. Coal India Limited ✓
- ☐ B. Bhatinda Chemicals v. M V. "Z-Press Nuptse".
- ☐ C. State of Gujarat v. Vora Fiddali.
- ☐ D. S.N. Prasad v. Monnet Finance Ltd.

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

58. **An agent sustaining losses in his agency has a right to be recouped by his principal for such losses and a suit to enforce and suit enforce it is governed by_____.** *

- ☐ A. Art. 65 of Scheduled I of the Limitation Act, 1963
- ☐ B. Art. 75 of Scheduled I of the Limitation Act, 1963
- ☒ C. Art. 83 of Scheduled I of the Limitation Act, 1963 ✓
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

59. **A contracts with B to repair B's house. B neglects or refuses to point out to A the places in which his house requires repair. ***

- ☒ A. A is excused for the non-performance of the contract if it is caused by such neglect or refusal ✓
- ☐ B. A cannot be excused for the non-performance of the contract even if it is caused by such neglect or refusal
- ☐ C. B is excused for his negligence or refusal to point out to A the places in which his house requires repair
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

60. **An application by an employee seeking voluntary retirement benefits can be withdrawn any time before it is accepted by the employer. In which of the following cases it was upheld? ***

- ☐ A. Saurabh Prasad v. DLF Universal Ltd
- ☐ B. Ceilena v. Ulhas
- ☒ C. Food Corporation of India v. Ramesh Kumar ✓
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
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61. **An auctioneer's request for bids is not an offer, but an invitation to the customers to bid; the bid constitutes the offer, which is accepted by the auctioneer in a customary manner, usually by the fall of hammer. Which of the following cases held that the bidder may withdraw the bid until it is accepted? ***

- ☐ A. Firm Durga Prasad Mutsaddi Lal v. Firm Rulia Mal Doogar Mal
- ☐ B. Tata Cellular v. Union of India
- ☐ C. Bengal Coal Co. Ltd., v. Homee Wadia & Co.
- ☒ D. Joravarmull Champalal v. Jeygopaldas Chanshamdas ✓

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

62. **A, having contracted with B to supply B with 1,000 tons of iron at 100 rupees a ton, to be delivered at a stated time, contracts with C for the purchase of 1,000 tons of iron at 80 rupees a ton, telling C that he does so for the purpose of performing his contract with B. C fails to perform his contract with A, who cannot procure other iron, and B, in consequence, rescinds the contract. ***

- ☐ A. C must pay to A 5000 rupees, being the profit which A would have made by the performance of his contract with B
- ☐ B. C must pay to A 10,000 rupees, being the profit which A would have made by the performance of his contract with B
- ☒ C. C must pay to A 20,000 rupees, being the profit which A would have made by the performance of his contract with B ✓
- ☐ D. None of these

✓ Correct 4/4 Points

4 / 4 pts
Auto-graded

63. **A contracts with B to make and deliver to B, by a fixed day, for a specified price, a certain piece of machinery. A does not deliver the piece of machinery at the time specified, and, in consequences of this; B is obliged to procure another at a higher price than the which he was to have paid to A, and is prevented from performing a contract which B had made with a third person at the time of his contract with A (but which had not been then communicated to A), and is compelled to make compensation for breach of that contract. ***

- ☐ A. A must pay to B, by way of compensation, the sum of the contract price of the price of machinery and the sum paid by B for another, but not the sum paid by B to the third person by way of compensation
- ☐ B. A must pay to B, by way of compensation, the difference between the contract price of the price of machinery and the sum paid by B for another, along the sum paid by B to the third person by way of compensation
- ☒ C. A must pay to B, by way of compensation, the difference between the contract price of the price of machinery and the sum paid by B for another, but not the sum paid by B to the third person by way of compensation ✓
- ☐ D. None of these