

CPT – Dec. 2015

Test Code - C J J 5 0 5 8

(100 Marks)

| Que. No. | Answer | Solution |
|-------------------|--------|---|
| 1. | D | Penalty |
| 2. | А | Void |
| 3. | А | Promisor himself |
| 4. | А | Bailee |
| 5. | А | True |
| 6. | A | may enter into contract when he is of sound mind |
| 7. | В | the agreement lapses for both the parties |
| 8. | C | Novation |
| 9. | D | all of the above |
| 10. | Ā | B's property |
| 11. | D | Both (a) and (b) are correct |
| 12. | C | Tacit Contract |
| 13. | C | Uncertain |
| 14. | B | Rights in rem |
| 15. | A | should be interested on such payment of money |
| 16. | D | Voidable |
| 17. | B | Question of fact |
| 17. | D | All of the above |
| 10. | D | All of the above |
| 20. | C | Consideration for the Promise |
| 21. | A | To be proved to the satisfaction of the Court |
| 22. | A | B is bound to pay A for the goods |
| 23. | B | Coercion |
| 23. | B | Presumed to be the essence of the contract |
| 25. | A | True |
| 26. | B | Clothing to suit the person's social statutes |
| 27. | B | The trustee can recover to the extent of the extent of liabilities from Rohan |
| 28. | A | Two parties |
| 29. | В | Not be held liable |
| 30. | A | B has no remedy against A |
| 31. | B | B cannot put an end to the contract but can claim damages from A |
| 32. | C | Damages are not an adequate remedy |
| 33. | B | An Express Offer to buy |
| 34. | A | C is bound to repay the amount to B |
| <u> </u> | B | Coercion |
| <u> </u> | B | Not Consideration |
| 37. | A | The Minor's property or estate |
| 38. | D | Anticipatory Breach in an implied manner |
| 39. | D | Any one of the above |
| 40. | D | Totally void and S is not liable to repay the amount due. |
| 40. | A | True |
| 41. | A | Express Contract |
| 42. | B | Non - gratuitously |
| 43. | C | General Offer |
| 44. 45. | D | All of the above |
| 45. 46. | B | Void |
| <u>46.</u> 47. | C | |
| | B | Is liable to compensate that another |
| 48. | C B | There has been a good payment by B |
| <u>49.</u> 50. | A | The terms of offer is too vague |
| | | True |

| 51. | С | The Price or service rendered at the desire or request of the promisor in the |
|------|----------|---|
| | | past followed by a subsequent promise |
| 52. | D | Discharge of a Contract |
| 53. | D | All of the above |
| 54. | В | An Invitation to Offer |
| 55. | А | Enforce the contract against the survivor(s) of the said Joint Promisior(s) |
| 56. | С | Altogether void |
| 57. | С | Can restrain N by n injunction |
| 58. | А | Counter Offers |
| 59. | А | Physically impossible |
| 60. | В | Coercion |
| 61. | D | All of the above |
| 62. | А | The contract conferring the inferior right is discharged |
| 63. | D | All of the above |
| 64. | С | Either (a) or (b) |
| 65. | С | Fraud |
| 66. | В | Is not already bound to do |
| 67. | C | Husband & Wife |
| 68. | D | All of the above |
| 69. | B | H must pay S for five nights on which she had performed |
| 70. | Ā | Joint |
| 71. | C | Misrepresentation |
| 72. | D | Both (a) & (b) |
| 73. | C | Both (a) and (b) |
| 74. | D | The payment must be voluntary |
| 75. | D | All the above |
| 76. | D | All of the above |
| 77. | B | Implied |
| 78. | D | All of the above |
| 79. | D | All of the above |
| 80. | B | Does not release |
| 81. | D | All of the above |
| 82. | D | Valid Agreement |
| 83. | D | The lunatic's property or estate. |
| 84. | C | Vindictive Damages |
| 85. | B | Date the mistake is or could have been discovered |
| | | |
| 86. | D | Both (a) and (b) |
| 87. | C | In some usual and reasonable manner |
| 88. | В | Yes, is liable to pay damages to B for failure to carry out his part of the |
| 00 | | contract |
| 89. | C | False |
| 90. | C | either (a) or (b) |
| 91. | A | |
| 92. | <u> </u> | False |
| 93. | D | All of the above |
| 94. | <u> </u> | Valid with regard to Imitation Jewellery; and void as regards Real Jewellery. |
| 95. | D | All the above |
| 96. | C | 17.01.2013 |
| 97. | D | Void |
| 98. | C | Becomes voidable at the instance of the proimsee |
| 99. | <u>A</u> | Contract |
| 100. | В | Quasi contractual Obligations |
| | | |