

## 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