

CHAPTER 1**THE INDIAN CONTRACT ACT, 1872****MULTIPLE CHOICE QUESTIONS**

1. Contract of indemnity is defined under which section?
a. Sec 125 b. Sec 124 c. Sec 127 d. Sec 126
2. Contract of indemnity is a _____ contract.
a. Conditional b. Contingent
c. Both a and b d. Unconditional
3. To recover the sums paid under compromise, it shall not be prudent and authorized by the indemnifier.
a. True b. Partly true c. False d. Partly False
4. A assures to B for C, for C to pay a sum of Rs. 5,00,000 to B. In case of default, A shall discharge the entire liability to B. In the following case C is :
a. Creditor b. Principal Debtor c. Surety d. General Debtor
5. Which of the following is not an essential of a valid guarantee?
a. Existence of a principal debt
b. If the co-surety does not join, contract of guarantee is not valid
c. It shall be in writing only.
d. Consent of surety shall not be obtained by fraud
6. For surety's liability the term 'co-extensive' means :
a. Surety is liable for what the principal debtor is liable
b. Surety is liable even if principal debtor is discharged
c. Surety is discharged even if principal debtor is liable
d. All of the Above
7. _____ guarantee is irrevocable.
a. Continuing. b. Fidelity c. Specific d. Special
8. A becomes surety to C for B's conduct as a manager in C's bank. Afterwards, B and C contract, without A's consent, that B's salary shall be raised, and that he shall become liable for 1/4th of the losses on overdrafts. B allows a customer to overdraw, and the bank loses a sum of money. In this case A is discharged from his surety ship under section :
a. 134 b. 135 c. 139 d. 133
9. Where a contract to give time to the principal debtor is made by the creditor with a third person, and not with the principal debtor, the surety is _____
a. Not discharged b. Discharged
c. Partly discharged d. Liable for 50%
10. The concept of invalid guarantee is covered under sections :
a. 142-146 b. 142-144 c. 143-147 d. 140-143

11. In every contract of guarantee there is an express promise by the principal debtor to indemnify the surety.
a. True b. Partly true c. False d. Partly False
12. What is the purpose of contract of guarantee?
a. Reimbursement of loss b. Benefit of principal debtor
c. Security of creditor d. Commission to surety
13. _____ is transferred in case of bailment
a. Possession b. Custody
c. Both a and b d. Ownership
14. Which of the following is not a form of bailment?
a. Finder of goods.
b. Delivery of goods for carriage
c. A sold book to B for Rs. 50
d. Hiring of goods
15. Which of the following are duties of the bailor?
a. To bear extra ordinary expenses
b. To disclose the faults
c. To receive consideration
d. Both a and b
16. Which of the following are not duties of the bailee?
a. Not make unauthorized use of goods
b. Not to mix the goods
c. Not to take the possession of goods
d. Take care of the goods
17. A delivers a watch to be repaired to B, if A does not pay the charges B is entitled to retain the watch till payment of price. This is which type of lien :
a. General Lien b. Particular Lien
c. Retention of goods. d. Both a and b
18. Raman gives a loan to Baman for Rs. 1,50,000 against security of a gold chain that belongs to Baman. In this case Raman is
a. Pawnor b. Pawnee c. Bailee d. Bailor
19. "Quit facitperalium, facitper se" means:
a. Delegatee cannot further delegate
b. Something in return
c. He who acts through an agent is acting himself
d. For an act of agent, principal is liable
20. What are essentials of valid ratification?
a. It shall be expressly done by the principal who purports to be a principal
b. Knowledge may be requisite
c. Act to be ratified must be valid
d. Ratification can be done at any time

21. Requisites of a valid agency :
- Agent should act bonafide
 - Agent should adopt reasonable and practicable course
 - Agent should act within authority
 - All of the above
22. Identify what is non inclusive in the duty of an agent:
- Act in good faith
 - Skill and diligence
 - Communicate with principal
 - Indemnify third party for default of principal
23. A resident of USA appointed an agent B in India to conduct his sales in India. A defaults in discharging the contract with C in India made via B for A. Who shall be held liable to C?
- A
 - No one
 - B
 - Partly A and partly B.
24. When is agency terminated by operation of Law :
- Expiry of time
 - Mutual Agreement
 - Renunciation by agent
 - Revocation by principal
25. Which of the following is a valid appointment?
- Appointment of sub agent
 - Appointment of substituted agent
 - Appointment of sub agent after ratification by principal
 - Both B and C
26. Aman contracts to indemnify Megha against the consequences of any proceedings which Chandar may take against Megha in respect of a sum of Rs. 15000/- advanced by Chandar to Megha. Now, Megha who is called upon to pay the sum of money to Chandar but she fails to do so. Now, as per the provisions of the Indian Contract Act, 1872, advise the future course of action to be taken by Chandar. **(MAY'19 MOCK TEST & MAY'19 RTP)**
- Chandar can recover the amount only from Megha
 - Chandar can recover the full amount from Aman
 - Chandar cannot recover the amount from Aman
 - Chandar can recover at least 10% of the total amount from Megha
27. L made an offer to MD of a company. MD accepted the offer though he had no authority to do so. Subsequently L withdrew the offer but the company ratified the MD's acceptance. State which of the statement given hereunder is correct: **(MAY'19 & NOV'19 MOCK TEST)**
- L was bound with the offer
 - An offer once accepted cannot be withdrawn
 - Both option (a) & (b) is correct
 - L is not bound to an offer.

28. Anand is a goldsmith, who makes gold jewellery as per customer's requirement. Brijesh along with his friend Ramesh, who was also a friend of Anand, approached Anand for making bangles for his wife. Anand agreed to give delivery within 7 days from the day Brijesh gives him gold for making bangles. Brijesh gave him bangles on 2nd February 2018. The bangle making charges were Rs. 5000/-, which Brijesh agreed to pay at the time of delivery of the bangles. Anand delivered the bangles on 6th February 2018, but Brijesh said that he will pay the making charges after some time. Anand agreed to that. In spite of repeated reminders Brijesh did not pay his making charges. In this situation from the following what remedy is available to Anand—

(MAY'19 MOCK TEST)

- (a) He can sue Ramesh for his making charges because Anand was accompanied by him
- (b) He can sue Anand for his overdue making charges.
- (c) He can visit Anand's place and can take away anything, which is similar in value to the bangle making charges.
- (d) He can retain the goods, as he has the right of particular lien.

29. A good friend of Mr. A, Mr. D is a property dealer in Delhi and works for many renowned registered real estate developers. As Mr. D is doing very well in his work, Mr. A also wanted to work as a property dealer or property agent. Mr. X, a real estate developer of Delhi, appointed Mr. D as his agent for selling flats in his upcoming project, and asked him to name some other person to work for him, for his another project. At this time he introduced Mr. A to Mr. X, saying that he is also in the same field for last 10 years, although Mr. A did not had any experience in this field. Going by his words, Mr. X instructed to appoint Mr. A also for his other ventures. From the following, Mr. A will be treated as--

(MAY'19 MOCK TEST)

- (a) Agent of Mr. X
- (b) Sub-agent of Mr. D
- (c) Substituted agent of Mr. X
- (d) Sub- agent of Mr. X

30. A guarantee obtained by a creditor by keeping silence as to material circumstances is:

(NOV'19 MOCK TEST)

- (a) Valid
- (b) Voidable
- (c) Unenforceable
- (d) Invalid

ANSWER

1	B	2	B	3	C	4	B	5	C
6	A	7	C	8	D	9	A	10	B
11	C	12	C	13	C	14	C	15	D
16	C	17	B	18	B	19	C	20	C
21	D	22	D	23	C	24	A	25	D
26	A	27	C	28	D	29	A	30	D

CHAPTER 2**THE NEGOTIABLE INSTRUMENTS ACT, 1881****MULTIPLE CHOICE QUESTIONS**

- (1) The Negotiable Instruments Act 1881, section 4 covers _____.
- (a) Promissory note (b) Bills of Exchange
(c) Cheque (d) all of them
- (2) Every instrument is presumed to made, drawn, endorsed or negotiated for _____.
- (a) Choice (b) Consideration (c) debt (d) none of them
- (3) Drawer and payee in a Bill of exchange may be same parties.
- (a) True (b) False (c) Partly true (d) Partly false
- (4) Cheque is a special kind of Bill of Exchange.
- (a) True (b) False (c) Partly true (d) Partly false.
- (5) Cheque is always payable on demand.
- (a) True (b) False (c) Partly true (d) Partly false
- (6) Validity of Cheque is 6 months. **(May'19 Mock Test)**
- (a) True (b) False (c) Partly true (d) Partly false
- (7) Cheque doesn't require any stamping.
- (a) True (b) False (c) Partly true (d) Partly false
- (8) No one other than RBI and central Government can make a Promissory note payable to bearer.
- (a) True (b) False (c) Partly true (d) Partly false
- (9) Bill of exchange and Promissory Note is required to be made on a stamp paper.
- (a) True (b) False (c) Partly true (d) Partly false
- (10) The dishonour of cheque is a punishable offence under section _____ of the Negotiable Instruments Act 1881.
- (a) 140 (b) 139 (c) 138 (d) 141
- (11) The dishonour of Cheque is punishable for a maximum term up to _____ years.
- (a) 1 year (b) 5 years (c) 2 years (d) 4 years
- (12) The dishonour of cheque is punishable if it is dishonoured due to _____.
- (a) Insufficient Balance in drawers account
(b) Account closed by drawer
(c) Stop payment by drawer
(d) All of these
- (13) The case for dishonour of cheque is to be filled in the court of _____.
- (a) Judicial Magistrate First Class (b) Metropolitan Magistrate
(c) Both (a) & (b) (d) none of them

- (14) The Negotiation of instrument to any person receiving it by paying consideration, before maturity & in good faith is termed as _____.
(a) Holder (b) Holder In due course (c) (a) & (b) (d) None of them
- (15) The notice of dishonour of cheque is to be given with in _____ of its knowledge to receiver.
(a) 10 days (b) 30 days (c) (a) & (b) (d) 15 days.
- (16) The criminal complaint for dishonor of cheque is to be filled in court within _____ of the Drawer failing to pay.
(a) 30 days (b) 1 month (c) (a) & (b) (d) None of them.
- (17) By the notice for dishonour of cheque the Drawer is to be granted _____ time for payment.
(a) 10 days (b) 30 days (c) 7 days (d) 15 days.
- (18) The Negotiable Instruments Act, 1881 applies to
(a) The whole of India
(b) The whole of India except the State of Jammu and Kashmir
(c) Those states as notified by the Union Government from time to time in the Official Gazette
(d) The whole of India except the State of Jammu and Kashmir and the North-Eastern States.
- (19) The undertaking contained in a promissory note, to pay a certain sum of money is
(a) Conditional
(b) Unconditional
(c) May be conditional or unconditional depending upon the circumstances
(d) None of the above
- (20) A bill of exchange contains a/an
(a) Unconditional undertaking (b) Unconditional order
(c) Conditional undertaking (d) Conditional order.
- (21) To whom of the following, payment of the amount due on a promissory note, bill of exchange or cheque must be made in order to discharge the maker or acceptor
(a) holder of the instrument (b) endorser of the instrument
(c) Both (a) & (b) (d) none of the above
- (22) The term 'negotiation' in section 14 of the Negotiable Instruments Act, 1881 refers to
(a) The transfer of a bill of exchange, promissory note or cheque to any person, so as to constitute the person the holder thereof
(b) The payment by a bank on a negotiable instrument after due verification of the instrument
(c) The bargaining between the parties to a negotiable instrument
(d) all of the above.

- (23) If an instrument may be construed either as a promissory note or bill of exchange, it is
- (a) A valid instrument
 - (b) An ambiguous instrument
 - (c) A returnable instrument
 - (d) none of the above
- (24) If in an instrument the amount undertaken or ordered to be paid is stated differently in figures and in words
- (a) The instrument is void due to uncertainty
 - (b) The amount stated in figure shall be the amount undertaken or ordered to be paid
 - (c) The amount stated in words shall be the amount undertaken or ordered to be paid
 - (d) None of the above.
- (25) Under section 16 of the Negotiable Instrument Act, 'endorsement in blank' of an instrument means
- (a) Where the endorser does not write anything on the instrument
 - (b) Where the endorser only signs without writing any name on the instrument
 - (c) Where the endorser writes the name of the person who is directed to pay
 - (d) None of the above.
- (26) 'At sight' under section 21 of the Negotiable Instrument Act, 1881, means
- (a) On presentation
 - (b) On demand
 - (c) On coming into vision
 - (d) none of the above.
- (27) A promissory note or bill of exchange which is not expressed to be payable on demand, at sight or on presentment, is at maturity
- (a) On the 30th day after the day on which it is expressed to be payable
 - (b) On the 3rd day after the day on which it is expressed to be payable
 - (c) On the 5th day after the day on which it is expressed to be payable
 - (d) On the 4th day after the day on which it is expressed to be payable.
- (28) If a minor draws, indorses, deliver or negotiates an instrument, such instrument binds
- (a) All parties to the instrument including the minor
 - (b) Only the minor and no other parties to the instrument
 - (c) All parties to the instrument except the minor
 - (d) None of the above.
- (29) In a promissory note, the amount of money payable
- (a) Must be certain
 - (b) May be certain or uncertain
 - (c) Is usually uncertain
 - (d) none of the above.

- (30) An authority to draw bills of exchange
- (a) Itself implies an authority to indorse
 - (b) Does not itself imply an authority to indorse
 - (c) Sometimes imply an authority to indorse
 - (d) none of the above.
- (31) The term 'legal representative' in section 29 of the Negotiable Instruments Act, 1881
- (a) Includes legal heirs
 - (b) Includes Authorised agents
 - (c) Includes executors
 - (d) All of them
- (32) Can a drawer escape from his liability?
- (a) No, a drawer can never escape from his liability
 - (b) Yes, a drawer can limit or exclude his liability by inserting in the bill an express stipulation to that effect
 - (c) In certain cases although he can escape from his liability but always he cannot so escape
 - (d) None of the above.
- (33) The Drawer shall be held _____ under section 138 if he has stopped payment after issuing the cheque.
- (a) Not liable
 - (b) liable
 - (c) not sure
 - (d) Both (a) & (b)
- (34) A bill is drawn payable to 'A' or order. 'A' indorses it to 'B', the endorsement not containing the words "or order" or any equivalent words. Can 'B' negotiate the instrument?
- (a) Yes
 - (b) no
 - (c) not always
 - (d) none of the above.
- (35) Where an endorser of an instrument excludes his liability and afterwards becomes the holder of the instrument, who are liable to him?
- (a) No one is liable to him
 - (b) All intermediate indorsers are liable to him
 - (c) Only the immediate prior indorser is liable to him
 - (d) None of the above.
- (36) Can the legal representative of a deceased person negotiate a promissory note, bill of exchange or cheque payable to order by delivery only which was indorsed by the deceased but not delivered by him?
- (a) Yes, the legal representative can negotiate the instrument by delivery only
 - (b) No, the legal representative cannot negotiate an instrument by delivery only. He must re-indorse and deliver the instrument for negotiating it
 - (c) No, as indorsement was not completed by delivery.
 - (d) None of the above.

- (37) Can the holder of a negotiable instrument indorsed in blank convert the endorsement into an endorsement in full?
(a) No (b) yes (c) Both (a) & (b) (d) none of the above.
- (38) The endorsement of a negotiable instrument is followed by delivery
(a) Yes (b) no (c) Both (a) & (b) (d) none of the above.
- (39) When presentment for payment is to be made under section 65 of the Act?
(a) Presentment for payment can be made at any reasonable time.
(b) Presentment for payment must be made during the usual hours of business and, if at a banker's, within banking hours.
(c) There is no such stipulation on the time for presentment.
(d) None of the above.
- (40) Under section 118 of the Negotiable Instruments Act, 1881, it is presumed, until the contrary is proved, that every transfer of a negotiable instrument was made
(a) After its maturity (b) before its maturity
(c) At its maturity (d) none of the above.
- (41) Which of the following is not a justified ground of dishonouring of cheque by banker?
(a) The cheque is post-dated and presented before the ostensible date
(b) The banker had sufficient funds, but the funds are not properly applicable towards the payment of the cheque
(c) If the cheque is altered in parts (d) If the cheque is duly presented.
- (42) When the acceptor of an instrument is also a drawer, notice of dishonour is
(a) Necessary
(b) Not necessary
(c) Not always necessary but under certain circumstances mentioned in section 98A of the Act, it is a must
(d) None of the above.
- (43) Under section 97, of the Negotiable Instruments Act when the party to whom notice of dishonour is dispatched is dead, but the party despatching the notice is ignorant of his death, the notice is
(a) Sufficient (b) Not sufficient
(c) Null and void and has no effect (d) None of the above
- (44) As per section 147 of the Negotiable Instruments Act, 1881, every offence punishable under the Act are
(a) Compoundable (b) Non-compoundable
(c) Cognizable (d) Both (b) and (c) above

- (45) Dishonour by non-acceptance takes place
- (a) drawee is not found (b) drawee is incompetent
(c) Drawee is insolvent (d) All of the above.
- (46) The presumption as to the date of a negotiable instrument under section 118 is that, every negotiable instrument bearing a date was made or drawn
- (a) Prior to that date (b) on such date
(c) May be on or prior to that date (d) none of the above.
- (47) When a cheque has become invalid because of the expiry of the stipulated period, can it be re-validated by the drawer by alteration of dates?
- (a) Yes, the drawer can re-validate the cheque by alteration of dates
(b) No, the drawer cannot re-validate it by so alteration of dates
(c) Although the drawer cannot revalidate the cheque, but the drawee can at his discretion revalidate it
(d) None of the above.
- (48) Cognizance of an offence under section 138 can be taken by a court only on a/an
- (a) Police report (b) complaint
(c) Application to the District Judge (d) none of the above.
- (49) Who should make a complaint to a court for the purpose of taking cognizance of an offence under section 138?
- (a) The holder in due course of the cheque
(b) Any person who is entitled to get payment
(c) The payee
(d) All of the above.
- (50) A complaint against an offence under section 138 of the Negotiable Instrument Act, 1881
- (a) Must be in writing (section 142) -
(b) May be oral or in writing (section 142)
(c) Must be in writing containing a declaration by the drawee that he consents to such filing of the complaint (section 142)
(d) None of the above.
- (51) The liability under section 138 of the Negotiable Instruments Act, 1881, is
- (a) Civil liability (b) Criminal liability
(c) Both (a) and (b) (d) none of the above.

(52) A post-dated cheque remains only a bill of exchange till the date on its face and only from that date it becomes a cheque being payable on demand. The statement is-

- (a) False (b) True (c) Both (a) & (b) (d) None

(53) A draws a bill on B for ₹500 payable to the order of A. B accepts the bill, but subsequently dishonours it by non-payment. A sues B on the bill. B proves that it was accepted for value as to ₹400, and as an accommodation to the plaintiff as to the residue. Thus, as per the provisions of the Negotiable Instruments Act, 1881, A can only recover the following amount:

- (a) ₹ 900 (b) ₹500 (c) ₹400 (d) ₹100

(RTP Nov'19)

(54) M drew a cheque amounting to Rs. 2 lakh payable to N and subsequently delivered to him. After receipt of cheque N endorsed the same to C but kept it in his safe locker. After sometime, N died, and P found the cheque in N's safe locker. State the nature of the Instrument as amounting to indorsement under the NI Act, 1881.

- a) Yes its an endorsement, as P becomes the holder of the cheque that he found in the N's safe locker.
b) No, its not an endorsement, as P does not become the holder of the cheque
c) Yes , its an endorsement, as P was a ultimate custodian of the cheque
d) No, its not an endorsement, as N endorsed it to C and not to the P.

(Nov'19 Mock Test)

(55) Offences committed under the Negotiable Instruments Act can be—

- a) Compoundable
b) Non- compoundable
c) Non- compoundable and non-bailable
d) Bailable

(Nov'19 Mock Test)

(56) While drawing a bill of exchange, a person whose name is given in addition to the drawee who can be resorted in case of need, is called

- (a) Acceptor
(b) Acceptor for honour
(c) Drawee in case of need
(d) Drawer

(May'19 Mock Test)

(57) Days of grace provided to the Instruments at maturity is (as per the provisions of the Negotiable Instruments Act, 1881)

- (a) 1 day
(b) 2 days
(c) 3 days
(d) 5 days

(May'19 Mock Test)

- (58) The date of maturity of a bill payable hundred days after sight and which is presented for sight on 4th May, 2017, is (as per the provisions of the Negotiable Instruments Act, 1881): **(May'19 Mock Test)**
- (a) 13 August, 2017
 - (b) 14 August, 2017
 - (c) 15 August, 2017
 - (d) 16 August, 2017
- (59) A draws a bill on B. B accepts the bill without any consideration. The bill is transferred to C without consideration. C transferred it to D for value. Decide as per the provisions of the Negotiable Instruments Act, 1881- **(May'19 Mock Test)**
- (a) D can sue only A
 - (b) D can sue A or B only
 - (c) D can sue any of the parties A, B or C
 - (d) D cannot sue any of the parties A, B or C
- (60) As per the Negotiable Instruments Act, 1881, when the day on which a promissory note or bill of exchange is at maturity is a public holiday, the instrument shall be deemed to be due on the..... **(May'19 Mock Test)**
- (a) said public holiday
 - (b) 5 days succeeding public holiday
 - (c) next succeeding business day
 - (d) next preceding business day
- (61) A draws a cheque in favour of M, a minor. M endorses the same in favour of X. The cheque is dishonoured by the bank on grounds of inadequate funds. As per the provisions of Negotiable Instruments Act, 1881: **(May'19 Mock Test)**
- a) M is liable to X
 - b) X can proceed against A
 - c) No one is liable in this case
 - d) M can proceed against A

ANSWERS

1	A	2	B	3	A	4	A	5	A
6	B	7	A	8	A	9	A	10	C
11	C	12	D	13	C	14	B	15	B
16	B	17	D	18	A	19	B	20	B
21	A	22	A	23	B	24	C	25	B
26	B	27	B	28	C	29	A	30	B
31	D	32	B	33	B	34	A	35	B
36	C	37	B	38	A	39	B	40	B
41	D	42	B	43	A	44	A	45	D
46	B	47	B	48	B	49	D	50	A
51	B	52	B	53	C	54	B	55	A
56	C	57	C	58	B	59	C	60	D
61	B								

CHAPTER 3**THE GENERAL CLAUSES ACT, 1897****MULTIPLE CHOICE QUESTIONS**

1. The General Clauses Act, 1897 was enacted on:
 - a. 11th March, 1897
 - b. 14th January, 1897
 - c. 14th January, 1887
 - d. 3rd January, 1868

2. Application of the General Clauses Act
 - a. Whole of India including Jammu & Kashmir
 - b. Whole of India except Jammu & Kashmir
 - c. The Act does not define any “territorial extent” clause
 - d. Whole of India- India before partition

3. 'Central Act' shall mean an Act of Parliament, and shall include-
 - (a) An Act of the _____ or of the Indian Legislature passed before the commencement of the Constitution and
 - (b) An Act made before such commencement by the _____ in Council or the Governor General, acting in a legislative capacity;
 - a. Dominion Legislature, Governor General
 - b. Parliament Legislature, President General
 - c. Dominion Legislature, President General
 - d. Parliament Legislature, President General

4. The word defined is not restricted to the meaning assigned to it but has extensive meaning. Such definition is known as
 - a. Inclusive definition
 - b. Exhaustive definition
 - c. Statutory definition
 - d. Non-Statutory definition

5. An honest purchase made carelessly without making proper enquiries
 - a. Can be said to have been made in good faith so as to convey good title.
 - b. Cannot be said to have been made in good faith so as to convey good title.
 - c. Cannot be said to have been made in good faith so as to convey bad title.
 - d. Can be said to have been made in good faith so as to convey bad title

6. 'Repeal' of provision is same as 'deletion' of provision.
 - a. True
 - b. False
 - c. Partly true
 - d. Partly false

7. For the purposes of any Central Act or Regulation made after the commencement of this Act, any distance shall be measured in a _____ unless otherwise mentioned.
- Vertical line on a horizontal plane
 - Straight line on a vertical plane
 - Straight line on a horizontal plane
 - Horizontal line on a straight plane
8. The General Clauses Act, 1897 intends to:
- Provide general definitions.
 - Applicable to all Central Acts and Regulations.
 - Applicable where there is no definition, unless there is anything repugnant in the subject or context.
 - All of the above.
9. The preamble is most important in any legislation, it:
- Provides definitions in the Act.
 - Expresses scope, object and purpose of the Act.
 - Provides summary of the entire Act.
 - None of the above.
10. As per a Rule of an Educational Institution, every student may come on weekends for extra classes but every student shall appear on a weekly test conducted in the institute, which means: **(NOV'19 MOCK TEST)**
- Attending weekend classes is optional but appearing in weekly test is compulsory.
 - Attending weekend classes is compulsory but appearing in weekly test is optional.
 - Attending weekend classes and appearing in weekly test, both are compulsory for students.
 - Attending weekend classes and appearing in weekly test both are optional for students.
11. Which of the following is not an Immovable Property: **(MAY'19 MOCK TEST)**
- Land
 - Building
 - Timber
 - Machinery permanently attached to the land
12. Under which section of the General Clauses Act, 1897 is provided the definitions?
- Section 3
 - Section 2
 - Section 13
 - Section 19
13. State True or False under the General Clauses Act, 1897:-
Gender and Number is defined under section 13.
- True
 - False
 - Partly true
 - Partly false

14. State whether the statement is correct or not correct under The General Clauses Act 1897: A person can be punished twice for the same offence.
a. Correct b. Incorrect c. Partly correct d. Partly incorrect
15. Under the General Clauses Act, 1897 if power to make an appointment is conferred to any authority, he shall have unless the different intention appears-
a. Power to suspend any person so appointed
b. Power to dismiss any person so appointed
c. Both (a) and (b).
d. None of these
16. Under the General Clauses Act, 1897 if any power is conferred, how is that power is to be exercised by the Officer?
a. Power may be exercised any time.
b. Power may be exercised as occasion arises.
c. Both (a) and (b).
d. None of these
17. Under the General Clauses Act, 1897, how is an appointment to be made to fill any office?
a. By name b. By virtue of office
c. Both (a) and (b). d. None of these
18. 'Person' shall include:
a. Any company, or
b. Association, or
c. Body of individuals, whether incorporated or not
d. All of above
19. Any expression used in the notification, order, scheme, rule, form, or by-law shall have the _____.
a. Same meaning as in the Act or regulation unless otherwise mentioned.
b. Different meaning as in the Act or regulation unless otherwise mentioned.
c. Depends
d. Both a & b
20. Where any legislation or regulation requires any document to be served by post, then unless a different intention appears, the service shall be deemed to be effected by:
a. Properly addressing, post paying, posting by registered post
b. Properly addressing, pre paying, posting by registered post
c. Properly addressing, pre paying, posting by ordinary post
d. Addressing, pre paying, posting by registered post

21. Mr. A died at the age of 72 leaving behind some movable and immovable properties to be distributed between his two sons C & D, as per his registered will. His Will clearly mentioned that all the immovable property should go to C and all the movable property should go to D. Both the brothers divided the property as per will except below mentioned properties, because they could not establish which property should go to whom. Kindly help them by ticking the property/ies which should go to D (as per the provisions of the general Clause Act, 1897):

(MAY'19 MOCK TEST)

- (a) Standing crop in the fields
- (b) Cut crop, ready to sell
- (c) Tube well in the agriculture land
- (d) Sandal wood tree

22. Which of the following given Statement/s is/are correct: **(NOV'19 MOCK TEST)**

1. In all Central Acts and Regulations, any words which denote the masculine gender shall also be taken to include females, and vice versa.
2. In all Central Acts and Regulations, words in the singular shall include the plural, but not vice versa.
 - a) Only statement (1) is correct
 - b) Only statement (2) is correct
 - c) Both the statements are correct
 - d) None of the statement is correct

23. The act by which the operation of a previous Act comes to an end, is called as _____ **(NOV'19 MOCK TEST)**

- a) The Repealing Act
- b) The Consolidating Act
- c) The Amending Act
- d) Analogous Act

ANSWERS

1	A	2	C	3	A	4	A	5	A
6	B	7	C	8	D	9	B	10	A
11	C	12	A	13	A	14	B	15	C
16	C	17	C	18	D	19	A	20	B
21	B	22	D	23	A				

CHAPTER 4**INTERPRETATION OF STATUTES****MULTIPLE CHOICE QUESTIONS**

1. The term "law" does not include which of the following :
 - a. Rule
 - b. Bye-laws
 - c. Notification
 - d. Official Gazette

2. Which of these is not an element of document?
 - a. Matter
 - b. Record
 - c. Object
 - d. Substance

3. " To read the statute literally, which means by giving to the words used by the legislature their ordinary, natural and grammatical meaning" is the cardinal rule of :
 - a. Interpretation
 - b. Construction
 - c. Analysis
 - d. Both a and b

4. Literal construction involves arriving at the meaning of the words without reference to legal decisions.
 - a. True
 - b. False
 - c. Partly true
 - d. Partly false

5. Which rule of interpretation states the following : " The words of the statute must be constructed so as to lead to a rational , fair and sensible meaning"
 - a. Harmonious Construction
 - b. Literal Construction
 - c. Beneficial Construction
 - d. Reasonable Construction

6. The court shall consider which of the matters in case of mischief rule?
 - a. What was the law before making the Act
 - b. What is the remedy that the Act has provided
 - c. What is the reason for the remedy
 - d. All of the above

7. Following is the essence of which rule :
 - i. Provisions to be reconciled
 - ii. Act to be read as a whole
 - a. Rule of Ejusdem Generis
 - b. Rule of Exceptional Construction
 - c. Rule of Harmonious Construction
 - d. None of the above

8. For the construction of the word “shall” or “must”, where giving it a mandatory interpretation would result in absurd results, Provision must be considered as :
- | | |
|-------------------|--------------|
| a. Mandatory only | b. Directory |
| c. Either a or b | d. None |
9. The term “ Ejusdem Generis” means:
- | | |
|--------------------------|---------------------|
| a. Same class or species | b. Common Terms |
| c. Related Terms | d. All of the above |
10. In construing the words ‘ medicines and drugs available ‘ the word drugs can only refer to vital life saving medicines. It cannot cover narcotics. This implies which rule of interpretation?
- | |
|---|
| a. Noscitur a Sociis |
| b. Expressio Unis Est Exclusio Alterius |
| c. Contemporanea Expositio |
| d. Ejusdem Generis |
11. A heading is a _____ to the provisions following it and therefore the heading is treated as a key to interpretation of sections covered by it.
- | | | |
|----------------|---------|-------------|
| a. Title | b. Name | c. Preamble |
| d. Explanation | | |
12. Many courts have held that marginal notes can be referred to for the purpose of constructing a statute.
- | | | |
|-----------------|----------------|----------|
| a. True. | b. Partly True | c. False |
| d. Partly False | | |
13. _____ is used to remove special cases from general enactment and provide for them specially.
- | | | | |
|------------------|--------------|------------|---------------------|
| a. Saving Clause | b. Exception | c. Proviso | d. All of the above |
|------------------|--------------|------------|---------------------|
14. Read the statute as a whole is the _____ principle that construction of a statute is to be made of all its parts taken together and not of one part only.
- | | | | |
|---------------|----------|------------|--------------|
| a. Elementary | b. Basic | c. Primary | d. Secondary |
|---------------|----------|------------|--------------|
15. Which of the following is an external aid of interpretation?
- | | |
|---------------------------|---------------------|
| a. Historical Setting | b. Usage |
| c. Dictionary definitions | d. All of the Above |

16. When there is a conflict between two or more statute or two or more parts of a statute and both of them need to be honoured, then which rule of interpretation is to be applied:
 (a) Rule of Harmonious construction
 (b) Rule of Literal construction
 (c) Rule of Beneficial construction
 (d) Rule of exceptional construction **(MAY 19 MOCK TEST)**
17. An aid that expresses the scope, object and purpose of the Act—
 (a) Title of the Act
 (b) Heading of the Chapter
 (c) Preamble
 (d) Definitional sections **(MAY 19 MOCK TEST)**
18. An internal aid that may be added to include something within the section or to exclude something from it, is—
 (a) Proviso
 (b) Explanation
 (c) Schedule
 (d) Illustrations **(MAY 19 MOCK TEST)**
19. As per _____, the best way to interpret a statute or document is to read it as it would have been read when it was enacted or made. **(NOV 19 MOCK TEST)**
 (a) Optima legume interpres est consuetude
 (b) Expressio unius Est Exclusio Alterius
 (c) Ut res magis valeat quam pereat
 (d) Contemporanea expositio
20. If the _____ used in a statute make it clear that a _____ sense is intended, the rule of Eiusdem Generis shall not apply. **(NOV 19 MOCK TEST)**
 (a) Specific words, narrow (b) Specific words, wider
 (c) General words, narrow (d) General words, wider

ANSWER

1	D	2	C	3	B	4	A	5	D
6	D	7	C	8	B	9	A	10	A
11	C	12	C	13	C	14	C	15	D
16	A	17	A	18	B	19	A	20	B