

1. Essentials of valid contract is
 - (a) Meeting of Mind
 - (b) Meeting of Parties.
 - (c) Meeting to discuss consideration
 - (d) Meeting to discuss proposal and acceptance
2. Which one of the following is not essential for a contract?
 - (a) Consideration
 - (b) Valuable consideration
 - (c) Lawful consideration
 - (d) Adequate consideration
3. Give correct response : A promise is:
 - (a) A proposal made validly
 - (b) A proposal which is communicated properly
 - (c) An accepted proposal
 - (d) A valid proposal
4. Who said that "An offer need not be made to an ascertained person, but no contract can arise until it has been accepted by an ascertained person"?
 - (a) Lord Atkin
 - (b) Lord Goddard
 - (c) Chashre
 - (d) Anson A
5. Which is the terminology used to describe a situation when two parties make identical offers to each other in ignorance of each others offer :
 - (a) Offer
 - (b) Cross-offer
 - (c) Counter-offer
 - (d) Conditional offer
6. The limitations period for simple contract
 - (a) 2 years
 - (b) 1 year
 - (c) 3 years
 - (d) 4 years
7. Number of ingredients of 'Promise' is :
 - (a) Two
 - (b) Three
 - (c) Four
 - (d) Five
8. A unilateral contract in which only one party is bound, is also known as a:
 - (a) Tacit contract
 - (b) Implied contract
 - (c) Executed contract
 - (d) Executory contract
9. Where persons reciprocally promise, firstly to do certain things which are legal and secondly, under specified circumstances, to do certain other things which are illegal the
 - (a) First set of promise is a contract, but the second is a void agreement
 - (b) First set of promise is voidable but the second set is a void agreement
 - (c) Entire set of promises is void
 - (d) Entire set of promises is ' valid
10. Point out the correct answer : A voidable contract is such an agreement which is:
 - (a) Enforceable only at the option of one of the parties thereto
 - (b) Not enforceable by any of the parties thereto
 - (c) Enforceable by either of the parties thereto.
 - (d) Enforceable only with the permission of the Court
11. A counter-offer is :
 - (a) An invitation to treat
 - (b) An acceptance of the offer
 - (c) A rejection of the original offer
 - (d) A bargain
12. Which one of the following cases is related to invitation to offer?
 - (a) Hyde v. Wrench
 - (b) Carlill v. Carbolic Smoke Ball Co.
 - (c) Bhagwan Das v. Girdhari Lal
 - (d) Harvey v. Facie
13. Nadum Pactum means
 - (a) Without consideration
 - (b) Invalid contract
 - (c) Void contract
 - (d) Voidable contract
14. In which of the following circumstances, the acceptance will be treated valid?
 - (a) When acceptance is sent by fax
 - (b) When acceptance is sent by parrot
 - (c) When acceptance is made by making the highest bid in case of auction
 - (d) When acceptance letter is sent at wrong address
15. Which of the following is not a necessary feature to convert a proposal into a promise:
 - (a) The acceptance must be absolute
 - (b) The acceptance must not be within the prescribed time limit
 - (c) The acceptance must be unqualified
 - (d) The acceptance must be expressed in some usual and reasonable manner

16. Which one of the following is not provided in Sections 4 and 5 of the Contract Act?
- (a) Communication of offer
(b) Communication of acceptance
(c) Revocation of proposal and acceptance
(d) Revocation of contract
17. "An acceptance is complete as soon as the letter of acceptance is posted whether it reaches the offerer or not." Which one of the following with regard to the above statement is correct :
- (a) According to Indian Law, the rule is valid
(b) According to English Law, the rule is valid
(c) Both Indian Law and English Law follow the same rule
(d) None of the above is correct
18. Which of the following section of Indian Contract Act, 1872 does not deal with 'doctrine of severability'
- (a) Section 23 (b) Section 24
(c) Section 57 (d) Section 58
19. An apparently valid agreement may be vitiated if the consent is obtained erroneously regarding
- (a) Opinion as to subject-matter
(b) Valuation as to the nature of the transaction
(c) Representation as to the nature of the transaction
(d) None of the above
20. 'B' says to 'A'—"If you do not deny it, I shall assume that the horse is sound". 'A' says nothing. Here 'A's silence is equivalent to speech.
- (a) This illustration is based on
(b) Section-17 (c) Section-18
(d) Section-19 (e) Section-20
21. Which one of the following statements is correct?
- (a) Oral acceptance is not a valid acceptance
(b) Acceptance must not be in writing
(c) Acceptance may be communicated
(d) Acceptance must be in the un-prescribed manner
22. Which one of the following cases is not related to fraud?
- (a) Derry v. Peek
(b) Ward v. Hobbs
(c) Diala Ram v. Sarga
(d) Kamal Kant v. Prakash
23. When a person, who is in dominating position, obtains the consent of other by exercising his influence on the other, the consent is said to be obtained by
- (a) coercion (b) undue influence
(c) intimidation (d) fraud
24. A contract of life insurance is a
- (a) Contingent contract
(b) Wagering contract
(c) Contract of indemnity
(d) Contract of guarantee
25. A right to sue 'on "Quantum Merit"' arises :
- (a) When a party has fully performed the contract.
(b) When a party partly performed the contract and is discharged by the other party.
(c) When a contract is discharged by impossibility of performance.
(d) When a contract becomes illegal.
26. Point out the incorrect statement
- (a) A party who right fully rescinds a contract is entitled to compensation for his damages
(b) A Where a person gives any bond for the performance of any act in which the public is interested, he shall be liable upon its breach, to pay the whole sum mentioned therein.
(c) A party to the contract complaining of the breach is not entitled to receive any compensation from the other party, if no actual damage or loss is proved to have been caused thereby.
(d) (d)The rule of compensation for loss or damages caused due to the breach of a contract contained in Section 73 of the Contract Act, does not apply to void agreements.
27. 'if a contract has been rightfully rescinded, the person rescinding the contract is entitled to the damages caused by, non-performance of the contract Which section of the Indian Contract Act says so
- (a) Section 72 (b) Section 73
(c) Section 67 (d) Section 75
28. The amount of damages is determined under the following section of the Indian Contract Act
- (a) 70 (b) 73
(c) 72 (d) 75

29. A stipulation for increased interest from the date of default is known as
(a) damage (b) penalty
(c) liquidated damage (d) compensation
30. Hadley v. Baxendale is a leading case on
(a) Anticipatory breach of contract
(b) Remoteness of damages
(c) Breach of implied term
(d) All of the above
31. While determining damages for breach of contract, which of the following are taken into account?
(a) Motive
(b) Indirect loss
(c) Means of remedying the inconvenience caused by non-performance
(d) All these
32. 'A' saves "B's property from fire, the circumstances indicated that he had done so gratuitously. Whether 'A' is entitled to
(a) compensation from 'B'
(b) no compensation
(c) compensation from the Government
(d) compensation from heirs of 'B'
33. Which one of the following propositions is correct?
(a) A minor's contract being void, a minor is not bound to pay for necessities supplied to him in any condition
(b) A minor's contract being voidable he is bound to pay for necessities supplied to him
(c) A minor is bound to pay for necessities supplied to him because a minor's contract is valid
(d) A minor's contract is void but he is bound to pay for necessities supplied to him not personally but by his property
34. A contract implied by law is known as
(a) Contingent contract
(b) Quasi-contract
(c) Expressed contract
(d) Implied contract
35. Quasi—Contractual obligations are based on the theory propounded by whom?
(a) Lord Wright (b) Lord Sumner
(c) Anson (d) Lord Mansfield
36. 'A' contract to sing for B 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 to 'B' Rs. 50,000/- paid in advance
(c) 'A' can be forced to sing at the concert
(d) 'A' is bound to refund only that money out of Rs. 50,000/- that he has not spent
37. Restoration of benefits received under a void contract is possible under Indian Contract Act in
(a) Section 62 (b) Section 63
(c) Section 64 (d) Section 65
38. Rescission of the Contract means
(a) The renewal of original contract
(b) Cancellation of contract
(c) Alteration of contract
(d) Substitution of new contract in place of earlier one
39. The case of Scarf v. Jardine is related to: A
(a) quasi-contract
(b) anticipatory breach of contract
(c) remission of contract
(d) novation of contract
40. **Assertion (A)** : After frustration of contract, the parties to the contract are discharged from the performance of contract
Reason (R) : Declaration of war frustrates the contract.
Code:
(a) Both (A) and (R) are true and (R) is the 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.
41. The judicial basis of quasi-contractual obligation can be explained through the principle of
(a) Voluntary benefits
(b) Just and reasonable solution
(c) Unjust enrichment
(d) "Indebitus-assumpsit"

42. A trader supplied to minor wheat and rice required for food. On the failure of them not to pay for it, the trader files a suit. The trader
- (a) Will get no relief since the supplies were not made at the desire of the minor
 - (b) will get no relief, since minor's agreements are void
 - (c) Can recover the price of the goods supplied, as there was an implied promise
 - (d) Is entitled to be reimbursed of the property of the minor, since the articles supplied constitute necessaries
43. Which of the following is not correct
- (a) An agency created without consideration is valid
 - (b) Agency created under implied authority to sell the property without the consent of the principal is valid
 - (c) An agency created to do unlawful object is void
 - (d) Sub agency created where the original agent was personally bound to carry on the duty
44. "Sub agent" is defined under
- (a) Section 190
 - (b) Section 191
 - (c) Section 192
 - (d) Section 193
45. X, an agent of Y sells the estate of Y, subjected for ratification, for Rs. 10 lacs. Y having some knowledge of the material facts ratifies the same. The ratification is
- (a) not valid
 - (b) Valid
 - (c) Voidable
 - (d) None of the above
46. Whether an agency be terminated where an agent himself has interest in the subject matter
- (a) Yes anytime
 - (b) Never
 - (c) With an express contract
 - (d) None of these
47. A authorizes B to buy 1,000 bales of cotton on account of A, and to pay for it out of A's money remaining in B's hands. B buys 1,000 bales of cotton in A's name, and so as not to render himself personally liable for the price.
- (a) A can revoke B's authority to pay for the cotton.
 - (b) A can't revoke B's authority to pay for the cotton.
 - (c) A can revoke with the consent of B
 - (d) A can't revoke even with the consent of B
48. Which one of the following can be called a promisee according to Indian Contract Act?
- (a) A person to whom proposal is made
 - (b) A person accepting the proposal
 - (c) A person furnishing the consideration
 - (d) A person to whom a promise is made
49. Under which section the agent is bound to render the proper accounts of his principal
- (a) Section 211
 - (b) Section 212
 - (c) Section 213
 - (d) Section 214
50. A enters into a contract with B to sell him 100 bales of cotton, and afterwards, discovers that B was acting as agent for C.
- (a) A may sue B for the price of the cotton
 - (b) A may sue C for the price of the cotton
 - (c) A may sue either B or C or both for the price of the cotton
 - (d) Only (a)
51. Which section makes the principal liable to compensate his agent for his neglect
- (a) Section 222
 - (b) Section 223
 - (c) Section 224
 - (d) Section 225
52. Law of agency is dealt under ICA, 1872 under
- (a) Chapter 8
 - (b) Chapter 9
 - (c) Chapter 10
 - (d) Chapter 11
53. Every promise and every set of promise forming the consideration for each other is a/an
- (a) Contract.
 - (b) Agreement.
 - (c) Offer.
 - (d) Acceptance.
54. 'X', at the desire of 'Y', teaches son of 'Y' in the month of January and 'Y' in the month of February promises to pay Rs. 500/- to 'X' for teaching in January. Which one of the following is correct statement with regard to the teaching by 'X' :
- (a) Such teaching is no consideration
 - (b) Such teaching is past consideration
 - (c) Such teaching is present consideration
 - (d) Such teaching is future consideration

55. When a person without expressing his final willingness, proposes certain terms on which he willing to negotiate, he makes :
- (a) Standing offer.
(b) Offer
(c) Invitation to treat offer
(d) Counter offer
56. Balfour v. Balfour is a leading case on the principle of :
- (a) Acknowledgment
(b) Intention to contract
(c) Promissory estoppel
(d) Restitution
57. A proposal can be accepted
- (a) By notice of acceptance
(b) By performance of condition of proposal
(c) By acceptance of consideration for a reciprocal promise
(d) All the above.
58. Past consideration is valid in
- (a) England only
(b) India only
(c) Both in England & India
(d) Neither in England nor in India.
59. An offer was sent by post the acceptor wrote accepted on the letter, put it in his drawer and forgot about it. The transaction is a
- (a) Valid contract
(b) A voidable contract
(c) A void contract
(d) No agreement as the acceptance was never communicated to the proposer
60. Mark the correct answer in respect of Contract of Guarantee.
- (a) It may be in writing
(b) It may be oral
(c) Both (a) and (b)
(d) Neither (a) nor (b)
61. Adorsen v. jarvis is a leading case on
- (a) Bailment
(b) Contract of Indemnity
(c) Contract of Guarantee
(d) Pledge
62. A guarantee which the creditor has obtained by means of keeping silence as to a material circumstance is
- (a) valid (b) invalid
(c) voidable (d) none of the above
63. The delivery of goods by one person to another for some specific purpose is known as
- (a) Bailment (b) Pledge
(c) Hypothecation (d) Mortgage
64. Extent of surety's liability has been provided under Contract Act in
- (a) Section 124 (b) Section 126
(c) Section 127 (d) Section 128
65. "Continuing Guarantee" has been defined
- (a) Under Section 124 of the Indian Contract Act
(b) Under Section 129 of the Indian Contract Act
(c) Under Section 146 of the Indian Contract Act
(d) Under Section 147 of the Indian Contract Act
66. In which of the following circumstance a surety stands discharged?
- (a) By release or discharge of the principal debtor
(b) By variance in the terms of contract
(c) (a) and (b) both
(d) None of these
67. 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 can refuse in certain circumstances
(c) B can sell the suit
(d) B cannot refuse to deliver the suit
68. 'A' hires a carriage of 'B'. The carriage is unsafe though 'B' is not aware of it, and A is injured.
- (a) 'B' is not responsible to 'A' for the injury
(b) 'B' is responsible to 'A' for the injury
(c) Both are contributory negligent
(d) No one is responsible for A's injury

69. Finder of a lost thing which is commonly the subject of sale, may sell it when the lawful charges of the finder in respect of the thing found amount to :
(a) One-fourth A (b) Half
(c) One-third
(d) Two-thirds of its value.
70. In a pledge ownership of property or goods
(a) continued in pledge
(b) transferred to the pledge
(c) cannot be transferred to pledge under any circumstances
(d) cannot continue with pledge under any circumstances
71. The present rural local self government structure is based on the recommendations of –
(a) Ashok Mehta Committee
(b) R. R. Diwakar Committee
(c) Balwant Rai Mehta Committee
(d) None of the above
72. The Chairman of which of the following Parliamentary Committees is invariably from the members of ruling Party?
(a) Committee on Public Undertakings
(b) Public Accounts Committee
(c) Estimate Committee
(d) Committee on Delegated Legislation
73. Under the Preventive Detention Act, a person can be arrested without trial for -
(a) 1 month (b) 3 month
(c) 6 month (d) 9 month
74. The Governor of a State is appointed by the President on the advice of the
(a) Prime Minister (b) Vice- President
(c) Chief Minister (d) Chief Justice
75. Who among the following holds office during the pleasure of the President ?
(a) Governor
(b) Election Commissioner
(c) Speaker of Lok Sabha
(d) Prime Minister
76. Who among the following did not attend the First Round Table Conference?
(a) MK Gandhi
(b) Sir Tej Bahadur Sapru
(c) Dr Ambedkar
(d) C V Chintamani
77. Who gave the slogan Inquilab Zindabad?
(a) Bhagat Singh
(b) Subhash Chandra Bose
(c) Md Iqbal
(d) Chandra Shekhar Azad
78. Who said that the exploitative nature of British rule was Bleeding India White?
(a) Tilak
(b) Dadabhai Naoroji
(c) Hume
(d) Annie Besant
79. On which date national legal service day is celebrated?
(a) 8 November (b) 10 October
(c) 25 October (d) 10 December
80. Who is the first chief justice of republic india?
(a) H. J. Kania (b) M.C Mahajan
(c) M Patanjali shashtri (d) none of the above
81. Which of the following is an input device?
(a) Keyboard (b) Microphone
(c) Joystick (d) Monitor
82. A word on a web page which opens other documents when clicks on it is a –
(a) Anchor (b) Hyperlink
(c) Reference (d) URL
83. Which of the following is brain of computer?
(a) Monitor (b) CPU
(c) Both (a) and (b) (d) None
84. Which of the following are components of Central Processing Unit (CPU) ?
(a) Arithmetic logic unit, Mouse
(b) Arithmetic logic unit, Control unit
(c) Arithmetic logic unit, Integrated Circuits
(d) Control Unit, Monitor
85. Where is RAM located ?
(a) External Drive (b) Mother Board
(c) Expansion board (d) All of above
86. If a computer has more than one processor then it is known as ?
(a) Uniprocess (b) Multiprocessor
(c) Multithreaded (d) Multiprogramming

87. If a computer provides database services to other, then it will be known as ?
(a) Web server (b) Application server
(c) Database server (d) FTP server
88. Full form of URL is?
(a) Uniform Resource Locator
(b) Uniform Resource Link
(c) Uniform Registered Link
(d) Unified Resource Link
89. WWW stands for?
(a) World Whole Web (b) Wide World Web
(c) Web World Wide (d) World Wide Web
90. The basic operations performed by a computer are _____?
(a) Arithmetic operation
(b) Logical operation
(c) Storage and relative
(d) All the above
91. What time
(a) The train leaves? (b) leaves the train?
(c) is the train leaving? (d) does the train leave?
92. Choose the word which best expresses the meaning of the word "Apathy" –
(a) Anxiety (b) Indifference
(c) Care (d) Sensibility
93. Give the antonym of "Awkward" –
(a) Skillful (b) Clownish
(c) Unhandy (d) Rough
94. Select synonym for the word "Hollow" –
(a) Solid (b) Empty
(c) Firm (d) Strong
95. Choose the most appropriate word and fill in the blank. There was some confusion The agreement.
(a) on (b) in
(c) around (d) over
96. Choose the most appropriate words and fill in the blanks. Wait here
(a) While I come back
(b) Unless I return
(c) Until I have come back
(d) Till I come back
97. He did not give up fight even though he was badly bruised.
(a) The fight did not give up by him even though he was badly bruised.
(b) The fight had not given up by him even though he was badly bruised.
(c) The fight was not given up by him even though he was badly bruised.
(d) The fight was not being given up by him even though he was badly bruised
98. She never understood me, whenever I said something.
(a) Whenever I said something, I never understood by her.
(b) Whenever I said something, I had never understood by her.
(c) Whenever I said something, I was being never understood by her.
(d) Whenever I said something I was never understood by her.
99. She said, "If you work hard, you will take good marks."
(a) My teacher advised if I work hard I could take good marks.
(b) My teacher advises if you work hard you will take good marks.
(c) My teacher advises if I work hard I will take good marks.
(d) My teacher advised that I worked hard I would take good marks.
100. Principal says, "Is librarian present today?"
(a) Principal said that if the librarian was present that day.
(b) Principal asks if the librarian is present that day.
(c) Principal asks if the librarian was present that day.
(d) Principal is asked if the librarian present that day.



**CONTRACT
& GK + ENGLISH + COMPUTER**

(Test-5)