

## **QUESTION 2015**

### **Group – A**

#### **(Multiple Choice Type Questions)**

1. Answer any *ten* questions.

i) X and his friend Y enter a shop and X says to Z "supply the goods required by Y and if he does not pay you, I will" – it is a contract of

a) Indemnity

✓ c) Gurantee

b) Bailment

d) None of these

ii) The end of the relationship of Principal and Agent

✓ a) Termination of agency

c) Both (a) and (c)

b) Termination of Bailment

d) None of these

iii) Sale of Goods Act implied in

a) 1991

✓ c) 1930

b) 1990

d) None of these

iv) Contract of sale means

a) Sale of goods

✓ c) Both (a) and (b)

b) Agreement to sell

d) None of these

v) Which of the following is not an example to the rule, No consideration, No contract?

a) Natural love and affection

✓ b) Compensation for involuntary services

c) Completed gift

d) Agency

- vi) "Mercantile agent" means the person  
✓a) who sell goods, or consigns for the purpose of sell, or buy goods or raise money on security of goods  
b) who only sell or purchase  
c) who only consign goods  
d) who only transfer goods
- vii) An agreement in restraint of marriage under section 26 is  
✓a) void  
b) voidable  
c) valid  
d) unenforceable
- viii) Inadequacy of consideration is relevant in determining the question of  
a) fraud  
b) misrepresentation  
✓c) undue influence  
d) free consent
- ix) A is indebted to B. He sells trolley to C. C promises to pay all debts of A to B. If C fails to pay, B has no right to sue C because  
a) C is stranger to consideration  
b) C is stranger to contract  
c) Both (a) and (b)  
d) None of these
- x) I am not getting regular water supply. What can I do against the concerned Govt. authority?  
a) Approach Consumer Court  
b) Approach Civil Court  
c) Cannot Approach any Court  
✓d) Both (a) and (b)
- xi) Promises which form the consideration or part of the consideration for each other are called  
✓a) reciprocal promises  
b) cross offers  
c) conditional offer  
d) conditional promises

**Group - B**

(Short Answer Type Questions)

2. How a contract Discharge by Supervening Impossibility?

See Topic: LAW OF CONTRACT, Short Answer Type Questions No. 13.

3. "Offer must be communicated to the offeree". Explain it with example.

See Topic: LAW OF CONTRACT, Short Answer Type Questions No. 14.

4. Which types of condition excluded from implied condition?

See Topic: SALE OF GOODS ACT, 1930, Short Answer Type Questions No. 9.

5. Discuss the rules regarding negotiable instrument, presentment by or to agent or representative.

See Topic: NEGOTIABLE INSTRUMENTS ACT, 1881, Short Answer Type Questions No. 6.

6. State the composition and objectives of Central Consumer Protection Council.

See Topic: THE CONSUMER PROTECTION ACT, 1986, Long Answer Type Questions No. 3.



## **POPULAR PUBLICATIONS**

### **Group – C**

#### **(Long Answer Type Questions)**

7. a) Define condition and warranty. When condition to be treated as warranty? Differentiate between condition and warranty.  
b) Define the document of title to goods. What are the essential features of Sale of Goods Act?  
See Topic: **SALE OF GOODS ACT, 1930, Long Answer Type Questions No. 4.**
8. a) What are unascertained goods? Discuss the reservation of right of disposal.  
b) State the law regarding necessities, Finder of the goods and performance of Non-Gratuitous Act.  
See Topic: **SALE OF GOODS ACT, 1930, Long Answer Type Questions No. 5.**
9. a) Define Agent. Discuss the different types of agent.  
b) Define unpaid seller. On which condition the ownership of the goods has not transferred to the buyer.  
a) See Topic: **SPECIAL CONTRACTS, Long Answer Type Questions No. 4.**  
b) See Topic: **SALE OF GOODS ACT, 1930, Long Answer Type Questions No. 6.**
10. a) When consent is not free as per law? What do you mean by undue influence? What is the presumption of undue influence?  
b) When an agreement said to be against public policy? Discuss with example.  
See Topic: **LAW OF CONTRACT, Long Answer Type Questions No. 9.**
11. Write short notes on any *three* of the following:  
a) Void ab initio  
b) Penalty  
c) Caveat Emptor  
d) Quasi contract  
e) Unpaid seller  
a) See Topic: **LAW OF CONTRACT, Long Answer Type Questions No. 13(k).**  
b) See Topic: **LAW OF CONTRACT, Long Answer Type Questions No. 13(l).**  
c) See Topic: **SALE OF GOODS ACT, 1930, Long Answer Type Questions No. 7(a).**  
d) See Topic: **LAW OF CONTRACT, Long Answer Type Questions No. 10(a).**  
e) See Topic: **SALE OF GOODS ACT, 1930, Long Answer Type Questions No. 7(g).**