

Online Examinations (Even Sem/Part-I/Part-II Examinations 2020 - 2021)

Course Name - Special Contracts

Course Code - BBALLB205

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Answer all the questions. Each question carry one mark.

9. 1. Section 124 to 147, of the Contract Act, deals with

Mark only one oval.

- Contracts of indemnity
- Contracts of guarantee
- Both Contracts of indemnity and Contracts of guarantee
- None of these

10. 2. A contract to perform the promise, or discharge the liability, of a third person in case of default is known as :

Mark only one oval.

- Contract of indemnity
- Contract of guarantee
- Contingent contract
- Quasi contract

11. 3. Section 133 of Indian Contract Act 1872 provides :

Mark only one oval.

- Discharge of Surety by variance in terms of a contract
- Surety's liability
- Release of one co-surety does not discharge other
- Implied promise to indemnity Surety

12. 4. In contract of guarantee, the person to whom guarantee is given is known as :

Mark only one oval.

- Creditor
- Surety
- Principal debtor
- Debtor

13. 5. The Bailment of goods as security for payment of a debt or performance of a promise is called :

Mark only one oval.

- Pledge
- Bailment
- Contingent contract
- Agreement

14. 6. Section 180 of Indian Contract Act, 1872 provides :

Mark only one oval.

- Pledge where pawnor has only a limited interest
- Suit by bailor or bailee against wrongdoer
- Appointment of relife or compensation obtained by such suit
- Pawne's right where pawnor makes default

15. 7. Who may employ agent?

Mark only one oval.

- Any person who is of the age of majority according to the law to which he is subject
- Any person who is of sound mind
- Any person who is of the age of majority according to the law to which he is subject and who is of sound mind
- Citizen of India

16. 8. Section 201 of Indian contract Act , 1872 provides :

Mark only one oval.

- Termination of agency
- Termination of sub-agent's authority
- Agent's accounts
- Agent to be indemnified against Consequences of lawful acts

17. 9. Section 125 of Indian contract Act provides :

Mark only one oval.

- Contract of indemnity' defined
- Right of indemnity holder when sued
- Contract of guarantee
- Surety's liability

18. 10. Section ____ of the Contract Act defined sub-agent

Mark only one oval.

- 191
- 192
- 193
- None of these

19. 11. Surety is a person

Mark only one oval.

- In respect of whose default the guarantee is given
- Who gives the guarantee
- To whom the guarantee is given
- None of these

20. 12. Creditor is a person

Mark only one oval.

- To whom the guarantee is not given
- Who gives the guarantee
- In respect of whose default the guarantee is given
- who has a claim on debtor

21. 13. A guarantee which extends to a series of transactions under section 129 is called

Mark only one oval.

- An absolute guarantee
- A continuing guarantee
- An invalid guarantee
- A conditional guarantee

22. 14. The surety stands discharged

Mark only one oval.

- By revocation
- By death
- By variance in terms of the contract without his consent
- All of these

23. 15. Bailment involves

Mark only one oval.

- Change of ownership
- No change of possession
- Change of custody or possession
- None of these

24. 16. A gratuitous bailment is terminated

Mark only one oval.

- On the death of bailor
- On the death of bailee
- On the death of either bailor or bailee
- On the death of bailor and bailee both

25. 17. For the purpose of pledge, delivery of possession of goods

Mark only one oval.

- Has to be actual
- May be constructive
- Either actual or contractual
- May be symbolic

26. 18. For the acts of the substituted agent

Mark only one oval.

- The agent is responsible to the principle
- The agent is not responsible to the principle, if he has exercised same amount of discretion as a man of ordinary prudence.
- The substituted agent is not responsible to the principal
- None of these

27. 19. Section 57, of the Sale of Goods Act, deals with

Mark only one oval.

- Suit for price
- Suit for damages for non-delivery
- Suit for damages for non acceptance
- None of these

28. 20. Mercantile agent means the person

Mark only one oval.

- who sell goods, or consigns for the purpose of sell, or buy goods or raise money on security of goods
- who only sell or purchase
- who only consign goods
- who only transfer goods.

29. 21. Section 12 of the Sale of Goods Act,1930 defines

Mark only one oval.

- condition
- warranty
- Both condition and warranty
- Only condition and not warranty

30. 22. If the bailee, with the consent of the bailor, mixes the goods of the bailor with his own goods, the bailor and the bailee shall have an interest, in proportion to their respective shares, in the mixture thus produced, it is

Mark only one oval.

- True
- False
- Partly False
- Not Clear

31. 23. "Indemnity" means

Mark only one oval.

- Security from damage or loss
- Security for more profit
- An act for protection
- Both Security from damage or loss and Security for more profit.

32. 24. The contract of guarantee is a contract in which a person performs the promise or discharge the liability of

Mark only one oval.

- The contractor
- Stranger
- Third person
- None of these

33. 25. The person who during the contract of bailment delivers goods is called

Mark only one oval.

- Bailor
- Bailee
- Both Bailor and Bailee
- None of these

34. 26. Section 128 of Indian Contract Act 1872 provides:

Mark only one oval.

- Surety's liability
- Continuing guarantee
- Revocation of Continuing guarantee
- Consideration for guarantee

35. 27. The death of the Surety operates in the absence of any contract to the contrary, as a Revocation of a Continuing guarantee, so far as regards future transactions, it is given in:

Mark only one oval.

- Section 131
- Section 132
- Section 133
- Section 134

36. 28. In contract of guarantee, the person who gives the guarantee is known as:

Mark only one oval.

- Debtor
- Surety
- Creditor
- Principal debtor

37. 29. In contract of guarantee, the person in respect of whose default the guarantee is given, is known as:

Mark only one oval.

- Creditor
- Surety
- Principal debtor
- Debtor

38. 30. Section 148 of Indian Contract Act,1872 provides:

Mark only one oval.

- Bailment, bailor and bailee defined
- Bailee when not liable for loss etc., For things bailed
- Bailor's duty to disclose faults in goods bailed
- Effect of mixture, without Bailor's consent, when the goods can be separate

39. 31. Section 170 of Indian contract Act 1872 provides:

Mark only one oval.

- Bailee's particular lien
- Care to be taken by bailee
- Bailor's responsibility to bailee
- Pawnee's right to retainer

40. 32. Section 182 of Indian Contract Act, 1872 provides:

Mark only one oval.

- Agent and Principal defined
- Who may be an agent
- Consideration not necessary
- Agent's authority in an emergency

41. 33. Section 228 of Indian Contract Act, 1872 provides:

Mark only one oval.

- Principal not bound when excess of agent's authority is not separable
- Consequences of notices given to agent
- Liability of pretended agent
- Effect on Agreement of misrepresentation or fraud by agent

42. 34. An agency is terminated -----

Mark only one oval.

- By the principal revoking the authority
- By the agent renouncing the business of agency
- By either the principal or agent dying or becoming of unsound mind
- All of these

43. 35. A contract by which one party promises to save the other from loss caused to him by the contract of the promise himself, or by the conduct of any other person is called:

Mark only one oval.

- A contract of indemnity
- Contingent contract
- A contract of guarantee
- Quasi contract

44. 36. Which of the following remedy is not available to the indemnity holder?

Mark only one oval.

- Right to receive the damages paid by him from the promisor
- Right to receive from the promisor the cost incurred in any suit
- Receive from the promisor an appropriate sum for loss caused to his image
- Receive from the promisor, all sums of money paid by him in terms of compromise of the suit

45. 37. A Contract of Indemnity is -----

Mark only one oval.

- Void Agreement
- Quasi Contract
- Contingent Contract
- Wagering Contract

46. 38. In case of contract of guarantee, what is the liability of the surety?

Mark only one oval.

- Primary
- Secondary
- No liability
- Fully liable

47. 39. As per section 185 of the Contract Act, 1872 consideration is

Mark only one oval.

- Necessary to create agency
- Not necessary to create agency
- Depends upon type of agency
- None of these

48. 40. A principal is responsible for all the acts of his agent which is called

Mark only one oval.

- Vicarious liability
- Original liability of The Principal
- Both Vicarious liability and Original liability of The Principal
- None of these

49. 41. The term "Bailment" means

Mark only one oval.

- A delivery of a thing entrusted for some special purpose or object upon a contract
- Delivery of goods free of cost
- Delivery of goods without cost for welfare of public
- None of these

50. 42. A contract of indemnity as a contract by which one party promise to save other party from the loss caused to him by the conduct of the promisor himself or any other person, has defined

Mark only one oval.

- Under section 124
- Under section 123
- Under section 125
- Under section 126

51. 43. Liability of the surety arise

Mark only one oval.

- Only & immediately on default by the Principle debtor
- From the beginning of the Contract of guarantee
- Can be independent
- None of these

52. 44. A valid guarantee can be given

Mark only one oval.

- Only if there is no principal debt
- Only if there is a principal debt
- Irrespective of any dept
- Both Only if there is no principal debt and Irrespective of any dept

53. 45. Under the Contract of guarantee the liability of the surety

Mark only one oval.

- Can be limited
- is co-extensive with that of the principal debtor
- Can be not extended to penalties also
- None of these

54. 46. The liability of surety on his death under section 131 in case of continuing guarantee

Mark only one oval.

- Is terminated absolutely
- Does not stand terminated as regards past transaction
- Stands terminated as regards future transaction
- Both b and c

55. 47. Under the contract of guarantee, a creditor

Mark only one oval.

- Has to avail his remedies first against the principle debtor
- Can not avail his remedies against the principle debtor as well as the surety
- Can not avail his remedy against the surety alone
- None of these

56. 48. Bailee is bound to take care of goods

Mark only one oval.

- As an expert
- As a lay man
- As a man of ordinary prudence
- Both As a lay man and As a man of ordinary prudence

57. 49. A finder of good is

Mark only one oval.

- Entitled to claim compensation
- Entitled to retain the goods
- Not entitled to claim compensation and thus not entitled to retain the goods
- Both Entitled to claim compensation and/or Entitled to retain the goods

58. 50. In a pledge, the general property or ownership in goods

Mark only one oval.

- Continuous in pledgor
- Transferred to the pledgee
- Cannot be transferred to the pledge
- None of these

59. 51. A leaves a cow in the custody of B to be taken care of. The cow has a calf. In the absence of any contract to the contrary

Mark only one oval.

- B is bound to deliver only the cow to A
- B is bound to deliver the calf as well as the cow to A
- B is bound to deliver the calf as well as the cow if he is paid half the price of the calf.
- B is bound to deliver the calf as well as the cow if he is paid one third of the price of the calf.

60. 52. An agency may be created by ----

Mark only one oval.

- Expressly or impliedly
- Necessity
- Ratification
- All of these

61. 53. Who can become an agent

Mark only one oval.

- A major of sound mind
- A major of unsound mind
- A minor of sound mind
- A minor of unsound mind

62. 54. Agency can be terminated

Mark only one oval.

- By revocation by the principal
- By notice of renunciation by the agent
- By efflux of time
- Either by revocation by the principal or by notice of renunciation by the agent

63. 55. An agency is irrevocable -----

Mark only one oval.

- Where the authority of agency is one coupled with interest
- Where the agent has incurred personal liability
- Both Where the authority of agency is one coupled with interest and Where the agent has incurred personal liability
- None of these

64. 56. Principal is NOT liable for the agents act if

Mark only one oval.

- Agent acts within the scope of his authority
- Agent exceeds his authority
- Fraud or misrepresentation committed for benefit of the principal
- Work done out of his authority but the principal accepts it

65. 57. The important elements of partnership is

Mark only one oval.

- Business
- Sharing of profit
- Agreement
- All of these

66. 58. In the absence of an agreement to the contrary all partners are

Mark only one oval.

- Not entitled to share profits
- Entitled to share in capital ratio
- Entitled to share in proportion to their ages
- Entitled to share profits equally

67. 59. A partnership at will is one

Mark only one oval.

- Which does not have any deed
- Which does not have any partner
- Which does not provide for how long the business will continue
- Which cannot be dissolved

68. 60. Before attaining the age of majority, a minor admitted to the benefits of a firm has the right to

Mark only one oval.

- Receive agreed share of property and of profits.
- Access and to inspect the accounts of the firm.
- Sue the firm for his share of property or profits.
- All of these

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