

UNIVERSITY OF CALICUT

SCHOOL OF DISTANCE EDUCATION

B Com/BBA (2011 Admn.)

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III SEMESTER

CORE COURSE

BUSINESS REGULATORY FRAME WORK

QUESTION BANK

1.	An offer has been defined under section				
	(a) 2(b)	(b) 2(d)	(c)2(a)	(d) 2(e)	
2.	When two persons ma	ke identical offer to eac	h other, without having	knowledge of each other offer	
	are known as				
	(a) General offer	(b) Specific offer	(c) Counter offer	(d) Cross offer	
3.	An agreement enforce	able by law is a			
	(a) Promise	(b) Contract	(c) Obligation	(d) Lawful Promise	
4.	A Void agreement is or	ne which is			
	(a) Valid but not enfor	ceable	(b) Enforceable at the option of both the parties		
	(c)Enforceable at the c	option of one party	(d) Not enforceable in	a court of law	
5.	An agreement enforce	able by law at the option	n of one or more of the p	parties thereon but not at the	
	option of the other or	others is a			
	(a) Valid Contract	(b) Void Contract	(c) Voidable Contract	(d) Illegal Contract	
6.	In case of illegal agree	ments, the collateral agr	eements are		
	(a)Valid	(b) Void	(c) Voidable	(d) none of these	
7.	Where the consent of	a party is obtained by m	isrepresentation, the co	ntract is	
	(a) Voidable	(b) Void	(c) Valid	(d) Illegal	
8.	An agreement the obje	ect or consideration of w	/hich is unlawful, is		
	(a) Void	(b) Valid	(c) Voidable	(d) Contingent	
9.	Which of the following	g is false? An offer to be	valid must –		
	(a) Intent to create leg(b) Be communicated to(c) Have certain and u	to the person to whom i	t is made		
	(d)Contain a term the	non compliance of which	n would amount to accep	otance	

	10. An agreement is void i	f it is opposed to public p	policy. Which of the follo	wing is not covered by 'public
policy'?				
	(a) Trading with ar	n enemy	(b) Trafficking in public	offices
	(c) Marriage broke	rage contracts	(d) Contracts to do imp	oossible acts
	11. A Voidable contract or	ne which		
	(a) Can be enforced a	t the option of aggrieved	party	
	(b) Can be enforced a	t the option of both the l	parties	
	(c) Cannot be enforce	d in a court of law		
	(d) Courts prohibit			
	12. Consideration must me	ove at the desire of		
	(a)Promisor	(b) Promisee	(c) Any other person	(d) None of these
	13. Agreement – the mear	ning of which is uncertain	n is	
	(a) Valid	(b) Void	(c) Voidable	(d) Illegal
	14. A agreement	is one, which is enforce	able at the option of one	e party.
	(a) Voidable	(b) Void	(c) Valid	(d) Illegal
	15. Implied contract, even	if not in writing or expre	ess words, is perfectly	if other conditions
	are satisfied.			
	(a) Void	(b) Valid	(c) Voidable	(d) Illegal
	16. Which of the following	s is false? An acceptance	:	
	(a) Must be communi	cated		
	(b) Must be absolute a	and unconditional		
	(c) Must be accepted	by a person having auth	ority to accept	
	(d) May be presumed	from silence of offeree		
	17. When the consent of a	party is obtained by fra	ud, the contract is	
	(a)Valid	(b) Void	(c) voidable	(d) Illegal
	18. An offer may lapse by	;		
	(a) Revocation	(b) Counter offer	(c) Rejection of offer b	y Offeree (d) all of these
	19. A proposal when accept			
	(a) Promise	(b) Contract	(c) Offer	(d) Acceptance
	20. On acceptance of an o	•		
		becomes bound by acce		
	-	ecomes bound as his ter	-	
		and offeree becomes a b	bound by the contact	
	(d) None of these			

21	1. A, by a letter dated 10 th May 2008 offers to sell his house to B for Rs. 10 lakhs. The letter reaches B on				
	12 th May 2008 who posts his acceptance on 13 th May 2008 which reaches on 15 th May 2008. Here,				
	the communication of	offer is complete on			
	(a) 10 th May 2008	(b) 12 th May 2008	(c) 13 th May 2008	(d) 15 th May 2008	
22	. When offer is made to	a definite person, it is k	nown as		
	(a) General Offer	(b) Cross Offers	(c) Counter Offer	(d) Special Offer	
23	. Standing Offer means				
	(a) Offer remains oper	n for acceptance over a p	period of time		
	(b) Offer made to the	public in general			
	(c) When the Offeree	offers to qualified accep	tance of the offer		
	(d) Offer made to a de	finite person			
24	. Ordinarily a minor's ag	reement is			
	(a)Void ab initio	(b) Voidable	(c) Valid	(d) Un law ful	
25	. When the Offeree offe	rs to qualified acceptand	ce of the offer subject to	modifications and variations	
	he is said to have made	e a			
	(a) Standing, open or o	continuing offer (b) Cou	nter Offer (c) Cross Offe	r (d) Special Offer	
26	. Which of the following	is/are then essential ele	ements of a Valid offer?		
	(a) Offeror must have	an intention to be bour	nd by his offer		
	(b) Offeror must be m	ade to a specific person,	/ party and not to public	at large	
	(c) Must be definite				
	(d) Both (a) and (b)				
27	. When the consent of a	party is not free, the co	ntract is		
	(a) Void	(b) Voidable	(c) Valid	(d) Illegal	
28	. An acceptance has bee	n defined under section			
	(a) 2(b)	(b)2(d)	(c)2(a)	(d) 2(c)	
29	. Consent is not free whe	en it is caused by			
	(a) Coercion	(b) Undue influence	(c) Fraud	(d) any of these	
30	consideration		nglish Law		
	(a)Past	(b) Present	(c) Future	(d) Future and Past	
31	. When the consent of a	party is obtained by fra	ud, the contract is		
	(a) Void	(b) Voidable	(c) Valid	(d) Illegal	
32	. The law of contract in I				
	(a) Indian Contract Act	t 1872	(b) Indian Contract Act	1962	
	(c) Indian Contract Act	: 1952	(d) Indian Contract Act	1922	

	33. The threat to commit suicide amounts to				
		(a) Offence under Indi	an penal code	(b) Undue influence	
		(c) misrepresentation		(d) fraud	
	34.	34. A wrong representation when made without an		y intention to deceive the other party amounts to	
		(a) Coercion	(b) Undue influence	(c) misrepresentation	(d) Fraud
	35.	Which of the following	statement is true		
		(a) A threat to commit	suicide does not amour	nt to coercion	
		(b) Undue influence in	volves use of physical pr	essure	
		(c) Ignorance of law is	no excuse.		
		(d) Silence always amo	ounts to fraud		
	36.	A agrees to sell his car	worth Rs. 300000 to B fo	or Rs. 25000 only, and A'	s consent was obtained by
		coercion. Here, the agr	eement is		
		(a) Void	(b) valid	(c) voidable	(d) unlawful
	37.	An advertisement to se	ell goods by auction is		
		(a) General offer to sell	goods	(b) An implied offer to	sell goods
		(c) a mere statement o	f intention to sell goods	(d) none of these	
	38.	Who among the follow	ing is not disqualified by	law to enter in to contract?	
		(a) A lunatic	(b) A major person	(c) Insolvent person	(d) Minor
	39.	A n agreement in restra	aint of marriage is valid i	n the case of following p	ersons
		(a)Minors	(b) Educated minor	(c) Married	(d) None of these
40.	. A a	agrees to pay Rs. 5000 to	o B if it rains, and B prom	nise to pay Rs. 5000 to A	if it Does not rain, this
	agr	eement is an example o	f		
		(a) Quasi contract	(b) Contingent contract	t (c) Wagering agreeme	nt (d) Voidable
	41.	Which of the following	elements does not affect	t the free consent of the	e parties
		(a) Coercion	(b) Fraud	(c) Incompetency	(d) Undue influence
	42.	Which of the following	is false?		
		(a)Consideration must	be real		
		(b)Consideration can be	e inadequate		
		(c) A promise to do son	nething which one is alre	eady bound to do by law	, will be treated as good
		consideration			
		(d)Consideration can be	e present		
	43.	When the consent of the	ne party is obtained by c	oercion, the contract is	
		(a)Void	(b) Voidable	(c) Illegal	(d) Valid

44	44. Which of the following acts does not fall under the categories of fraud?				
	(a) Promise made without intention to perform (b) Innocent false statement				
	(c) Active concealment of facts (d) Intentional false statements of facts				
45	5Where the consent of both the parties is given by mistake, the contract is				
	(a) Void	(b) Voidable	(c) Valid	(d) Illegal	
46	. Contract caused by wh	ich of the following is vo	vidable?		
	(a) Misrepresentation	(b) Fraud	(c) Coercion	(d) All of these	
47	. Consideration may be				
	(a) Present	(b) Future	(c) Past	(d) All of these	
48	. Communication of offe	er is complete, when			
	(a) It comes to the know	owledge of the person to	o whom it is made		
	(b) Properly addressed	d stamped letter of offer	is posted by the offeror		
	(c) When it does not c	come to the knowledge of	of the person to whom it	is made	
	(d) None of these				
49	. There can be a strange	er to a			
	(a) Consideration	(b) Contract	(c) Agreement	(d) Promise	
50	. A contract with the mi	nor, which is beneficial f	or him, is		
	(a) Void ab initio	(b) voidable	(c) Valid	(d) illegal	
51	. An agreement, the obj	ect or consideration of v	vhich is unlawful, is	-	
	(a) Void	(b) Voidable	(c) Valid	(d) None of these	
52	. An offer lapses if it is n	ot accepted			
	(a) Within two days	(b) within 10 days	(c) within the prescribe	ed time (d) within 24 hours	
53	. An agreement which p	revents a person from c	arrying a lawful business	i, is	
	(a) Valid	(b) Void	(c) Voidable	(d) Contingent	
54	. An agreement to share	e the earnings of a smug	gling business is		
	(a) Valid	(b) Void	(c) Contingent	(d) Voidable	
55	. Novation means				
	(a)Change in one or mo	ore terms of the contrac	t		
	(b)Cancellation of the	existing contract			
	(c) Substitution of exis	ting contract for a new o	one		
	(d) None of these				

56. Which of the follo	wing person can perform th	e contract?	
(a) Promisor alo	ne	(b) Agent of the prom	isor
(c) legal represe	ntative of the promisor	(d) All of these	
57. Which of the follo	wing persons do not fall und	der the category of perso	ons of unsound mind?
(a) Idiot	(b) drunken person	(c) Lunatics	(d) Alien
58. A minor is liable fo	or thesupplied to t	hem	
(a) Luxuries	(b) Necessaries	(c) Necessities	(d) All the things
59. An agreement in r	estraint of marriage is a		
(a) Valid	(b) Voidable	(c) Void	(d) Contingent
60. A threat to commi	t suicide amounts to		
(a) Fraud	(b) misrepresentation	(c) Offence under Ind	ian penal code (d) coercion
61. A contract made b	y mistake of the Indian law	is,	
(a) Void	(b) Valid	(c) Voidable	(d) Illegal
62. Generally the follo	wing damages are not reco	verable	
(a) Ordinary dama	ages (b) Special damages	(c) Remote damages	(d) NOminal
63. In case of breach o	of contract, the following re	medy is available to the	aggrieved party?
(a) Suit for resciss	ion (b) suit for damages	(c) suit for specific pe	rformance(d) All of these
64. A contingent conti	ract is		
(a)Void	(b) Voidable	(c) Valid	(d) Illegal
65. Which of the follo	wing statement is true?		
(c) Consideration	nust be adequate tion is no consideration is something, which a prom must result in a benefit to b		d to do
66. An agreement to p	bay money or money's wort	h on the happening or n	on-happening of a specified
uncertain event , i	s a		
(a) Wagering agree	ement (b) Contingent agree	ement (c) Quasi contrac	t (d) uncertain agreement
67. Which of the follo	wing agreement is void?		
 (b) Agreement by specified period (c) Voidable agreed (d) Contingent co 		is partners not to carry o	on any business within a
(b) Generally a sti(c) Completed gif	ise to pay a time barred det ranger to a contract cannot ts need no consideration ion is need to create an age	sue	

60 A specific offer can be				
69. A specific offer can be accepted by				
(a) The person to wh	om it is made	(b) any friend of the offeror		
(c) any relative of the	offeror	(d) any person		
70. Consideration means				
(a) Nothing in return	(b) something in return	n (c) everything in retur	n (d) anything in return	
71. Which person can der	mand performance of cor	ntract		
(a) Third person	(b) Promisee	(c) Legal representative	e (d) All of them	
72. A promise to subscrib	e to a charity is a			
(a) Void contract	(b) Voidable contract	(c) Valid contract	(d) void agreement	
73. Consent involves				
(a) Identity of minds	(b) Identity of Body	(c) All of these	(d) None of these	
74. Physical power can be	e used in case of			
(a) Coercion	(b) fraud	(c) misrepresentation	(d)None of these	
75. Liability of joint prom	isors is			
(a) Several	(b) Joint	(c) Joint and several	(d) None of these	
76. Each party is a promis	or and a promisee in case	e of		
76. Each party is a promis(a) Reciprocal promis	-	e of (c) Independent promi	ses(d) None of these	
	-		ses(d) None of these	
(a) Reciprocal promis	-			
(a) Reciprocal promis77. Void ab initio means	ses (b) Joint promises	(c) Independent promi		
(a) Reciprocal promis77. Void ab initio means(a) Void at the end	ses (b) Joint promises	(c) Independent promi (b) void from beginning		
 (a) Reciprocal promis 77. Void ab initio means (a) Void at the end (c) Void from beginnin 78. Quasi contract is also 	ses (b) Joint promises	(c) Independent promi (b) void from beginning (d) None of these	3	
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 (a) Reciprocal promis 77. Void ab initio means (a) Void at the end (c) Void from beginnin 78. Quasi contract is also (a) Constructive cont 	es (b) Joint promises ng and end known as ract (b) Executory contra	(c) Independent promi (b) void from beginning (d) None of these ct (c) executed contract	3	
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 (a) Reciprocal promis 77. Void ab initio means (a) Void at the end (c) Void from beginnin 78. Quasi contract is also (a) Constructive cont 79. An implied agreement (a) Orally 80. Reasonable time stan (a) One month 	and end known as ract (b) Executory contra- t is created by (b) in writing ds for	 (c) Independent promi (b) void from beginning (d) None of these (c) executed contract (c) conduct of circumst (b) One day (d) Depends up on the 	g (d) all of these ances (d) By registration	
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 (a) Reciprocal promis 77. Void ab initio means (a) Void at the end (c) Void from beginnin 78. Quasi contract is also (a) Constructive cont 79. An implied agreement (a) Orally 80. Reasonable time stant (a) One month (c) One week 81. A promise to pay time (a) Registered 82. A minor is a person be 	es (b) Joint promises ng and end known as ract (b) Executory contra- t is created by (b) in writing ds for e barred debt must be (b) Oral elow the age of	 (c) Independent promi (b) void from beginning (d) None of these (d) None of these (c) executed contract (c) conduct of circumst (b) One day (d) Depends up on the (c) Written 	g (d) all of these ances (d) By registration circumstances of the case (d) Written and registered	
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 (a) Reciprocal promis 77. Void ab initio means (a) Void at the end (c) Void from beginnin 78. Quasi contract is also (a) Constructive cont 79. An implied agreement (a) Orally 80. Reasonable time stant (a) One month (c) One week 81. A promise to pay time (a) Registered 82. A minor is a person be 	es (b) Joint promises ng and end known as ract (b) Executory contra- t is created by (b) in writing ds for (b) in writing ds for (b) Oral elow the age of (b) 18 Years	 (c) Independent promi (b) void from beginning (d) None of these (d) None of these (c) executed contract (c) conduct of circumst (d) Depends up on the (c) Written (c) 21 years 	g (d) all of these ances (d) By registration circumstances of the case (d) Written and registered (d) 30 years	

84.	When a debtor is adjud	lged as insolvent, his pro	perty vests with	
	(a)creditor	(b) Bank	(c) Official receiver	(d) None of these
85.	On attaining majority,	an agreement with a mir	nor	
	(a) Becomes valid	(b) Cannot be ratified	(c) can ratified	(d) becomes void
86.	Prior relationship is neo	cessary in case of		
	(a) Fraud	(b) coercion	(c) undue influence	(d) misrepresentation
87.	By impossibility of perfe	ormance, an agreement	becomes	
	(a) Void	(b) Voidable	(c) Illegal	(d) Valid
88.	Rescission means	of the contract		
	(a) Cancellation	(b) Introduction	(c) maintenance	(d) None of these
89.	Doctrine of supervening	g impossibility is otherwi	ise known as	
	(a)Doctrine of subseque	ent impossibility	(b) Doctrine of frustrat	ion
	(c) Doctrine of remissio	n	(d) None of these	
90.	In a contract of indemn	ity, the number of partie	es are	
	(a) 3	(b) 2	(c) 5	(d) None of these
91.	Co-surety is appointed	by		
	(a) Promisor	(b) Surety	(c) Promisee	(d) None of these
92.	When a guarantee exte	ends to a series of transa	ctions it is called agur	antee
	(a) Limited guarantee	(b) third party guarantee	e (c) Continuing guarante	e (d) None of these.
93.	Contract of bailment ha	ave the following parties	?	
	(a) Bailor	(b) bailee	(c) Bailee and bailor	(d) None of these
94.	In a contract of bailmer	nt there is a transfer of		
	(a) Possession	(b) Ownership	(c) Possession and own	ership both (d) None
95.	General lien can be exe	ercised by		
	(a) Agent	(b) banker	(c) Unpaid seller	(d) finder of lost goods
96.	Particular lien can be ex	xercised by		
	(a) Banker	(b) finder of lost goods	(c) Policy broker	(d) Unpaid seller
97.	Contract of bailment m	ay be for the benefit of-		
	(a) Bailor	(b) Bailee	(c) Both the parties	(d) any one
98.	The right of finder of go	oods does not include		
	(a) Right to sue for rev	vard (b) right to lien	(c) right of sale	(d) right of ownership
99.	Duties of pawnee are the	he same as that of		
	(a) Bailee	(b) Bailor	(d) surety	(d) None of these

100. Whatever a person can do personally, he can do through				
(a) Agent	(b) Principal	(c) subordinate	(d) None of these	
101. A contract of agency	does not require			
(a) Agent	(b) Consideration	(b) Principal	(d) None of these	
102. Substituted agent is	appointed by			
(a) Sub agent	(b) Principal	(c) Banker	(d) None of these	
103. As per the consumer	protection Act, the num	nber of rights of a consur	mer is	
(a) 5	(b) 6	(c) 7	(d) 3	
104. The term of office of	central consumer prote	ction council shall be	years	
(a) 4	(b) 3	(c) 5	(d) 1	
105. Goods which are clai	imed to be genuine but a	actually not so are know	n as	
(a) Surplus goods	(b) spurious goods	(c) Waste goods	(d) None of these	
106. The Sale of goods Ac	t, came into force on			
(a) 15 th March ,1930	(b) 1 st July 1930	(c) 30 th July 1930	(d) None of these	
107. The sale of goods act	t 1930 deals with			
(a) Movable goods only	у	(b) Immovable goods o	only	
(c) Movable and immo	vable	(d) All goods except or	naments	
108. A contract of sale inc	clude both sale and			
(a) Purchase	(b) resale	(c) agreement to sale	(d) None of these	
109. If the transfer of goo	ods takes place immediat	ely, it is known as		
(a) Agreement to sale	(b) Sale	(c) Futures	(d) All of these	
110. Sale and purchase of	f immovable property ar	e covered under		
(a) Sale of goods act 19	930	(b) Sale of immovable	goods act 1930	
(c) Transfer of propert	ty act 1882	(d) None of these		
111. Under sale of goods	act, 1930 the term "goo	ds" means every kind of	movable property and it	
includes				
(a) Stock and shares	(b) growing crops	(c) both a & b	(d) None of these	
112. Legally a contract of	sale includes			
(a) Sale	(b) barter	(c) agreement to sell	(d) both (a) & (c)	
113. A contract of sale is				
(a) Executor contract	(b) executed contract	(c) both (a) and (b)	(d) None	
114. The sale of goods act	t 1930 deals with			
(a) Sale	(b) Mortgage	(c) Pledge	(d) all of the above	

115. Goods are In existence at the time of	the Contract of Sale is known as
(a) Present goods (b) existing go	
116. A contract for the sale of future good	
-	
	to sell (c) sale on approval (d) hire purchase contract
117. The term 'goods' under sale of goods	
(a) Stocks and shares (b) Harvested	· · · · · · · · · · · · · · · · · · ·
118. Which of the following is a documen	
(a) Bill of lading (b) Railway red	
119. The goods are at the risk of a party w	
(a) Ownership of goods (b) Possession	
120. Which of the following is not an imp	
(a) Condition as to title	(b) condition as to description
(c) condition as to free from encumbra	ance (d) condition as to sample
121. The conditions and warranties may b	0e
(a) Express (b) implied	(c) either (a) or (b) (d) None of these
122. The person who buys or agrees to bu	ay goods is known as
(a) Consumer (b) buyer	(c) both (d) None
123. In a hire purchase agreement, the h	irer
(a) Has an option to buy the goods	(b) Must buy the goods
(c) Must return the goods	(d) is not given the possession of goods.
124. Doctrine of Caveat Emptor means	
(a) Let the seller be ware (b) let the bu	uyer beware (c) let the creditor be ware(d) None of these
125. Under the Doctrine of Caveat Empto	r, the seller is
(a) Responsible for the bad selection of	of goods by the buyer
(b) Not responsible for the bad selecti	on of goods by the buyer
(c) Both (a) and (b)	
(d) None of these	
126. The Doctrine of Caveat Emptor does	not apply, when
(a) The goods are bought by sample a	s well as description
(b) The goods are bought by samples	
(c) The goods are purchased under its	brand name
(d) All of the above	
127. Under sale of goods act, the seller ha	as right of re sale where
(a) Goods are perishable (b) seller h	as reserved such right (c) seller gives notice (d) all of these

128. Right of lien implies						
(a) Deliver the goods (b) retain the possession (c) regain the possession (d) none of the above						
129. Right exercisable by an unpaid seller against the buyer, who is not insolvent						
(a) Right of lien (b) right of stoppage in transit (c) both (a) and (b) (d) no						
130. The unpaid seller has right of stoppage of goods in transit only where the buyer						
(a) Becomes insolvent (b) refuses to pay price (c) acts fraudulently (d) all these						
131. Where the seller wrongfully neglects to deliver the goods to the buyer, then the buyer						
(a) May sue the seller for damages for non-delivery						
(b) Cannot sue the seller for damages for non delivery						
(c) either (a) or (b)						
(d) None of these						
132. Which of the following is the right of unpaid seller?						
(a) Right to resale (b) Right of lien						
(c) right to stop the goods in transit (d) right to demand back the goods						
133. An unpaid seller is having rights against						
(a) Goods only (b) the buyer only (c) both goods and buyer (d) none of these						
134. Under which circumstances, the unpaid seller can exercise right of re sale						
(a) When he gives notice to the buyer						
(b) When the goods are of perishable nature						
(c) When he gives notice to the buyer of his intention to resale and the buyer does not within a						
reasonable time pay the price						
(d) Both (a) and (c)						
135. A seller is unpaid when						
(a) Whole of the price have not been tendered						
(b) A negotiable instrument given has been dishonored						
(c) A bill of exchange given was dishonored						
(d) A part of the price has only been paid						
136. Circumstances under which unpaid seller loses his right of lien						

- (a) By estoppels
- (b) where the seller waived the right of lien
- (c) Where the buyer or his agent lawfully obtains possession of the goods
- (d) Any of the above

137. In a concluded sale, if the goods are destroyed, the loss is to be borne by						
(a) The seller (b) the	buyer (c)) both seller and buyer	r in agreed proportions			
(d) The party who is in possessi	on of goods.					
138. Which of the following is a document of title of goods?						
(a) Railway receipt	(b)) Wharfinger's certifica	ate			
(c) Warehouse keeper's certif	icate (d)) all of the above				
139. An auction sale is complete o	n the					
(a) Delivery of goods (b) Pay	ment of price (c)) fall of hammer	(d) None of these			
140. The property in the goods me	eans the					
(a) Possession of goods (b) Cus	stody of goods (c)) Ownership goods	(d) both (a) & (b)			
141. A mercantile agent is having a	an authority to					
(a) Sell or consign goods	(b)) Raise money on the s	security of goods			
(c)Sell or buy goods	(d)) Any of the above				
142. In which form of the contract	, the property in the	e goods passes to the	buyer immediately?			
(a) Agreement to sell (b) Hire	e purchase (c)) Sale	(d) installment to sell			
143. As per the consumer Protecti	on Act, the number	r of rights of a consum	er is			
(a) 6 (b) 5	(c)) 4	(d) 7			
144. Which of the following mode	s of delivery of good	ds is considered effect	ive for a valid contract of			
sale						
(a) Actual delivery (b) sym	bolic delivery (c)) constructive delivery	(d) all of these			
145. Voluntary transfer of possess	ion by one person t	to another is popularly	known as			
(a) Transfer (b) Pos	session (c)) delivery	(d) None of these			
146. In case of sale on approval, the	e ownership is trans	sferred to the buyer w	hen he			
(a) Accepts the goods (b) ado	pts the transaction	(c) fails to return good	ls (d) in all the above cases			
147. In a concluded sale, if the goo	ods are destroyed, t	the loss is to be borne	by			
(a) The seller	(b)) The buyer				
(c) Both seller and buyer in a	greed proportion (d	l) the party who is in po	ossession of goods			
148. Which of the following is not	a form of delivery?					
(a) Constructive delivery (b)	structured delivery	(c) actual delivery	(d) symbolic delivery			
149. A stipulation in a contract of	sale of goods whose	e violation by seller giv	es a right of rescission to			
buyer, is called						
(a) Guarantee (b) Wa	rrantee (c)) condition	(d) term			

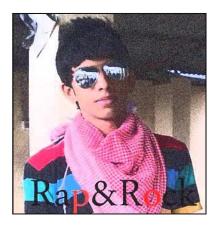
150. If the buyer rejects the whole quantity of goods due to short delivery or excess delivery, the					
contract is treated as	<i></i>		/ N		
(a) Subsisting	(b) cancelled	(c) void	(d) invalid		
151. As per the consume		_			
(a) 5	(b) 4	(c) 2	(d) 6		
152. The term of office o	f Central consumer prote	ection council shall be	yrs		
(a) 4	(b) 3	(c) 5	(d) None of these		
153. Goods which are cla	imed to be genuine but a	actually not so are know	n as		
(a) Damaged goods	(b) Broken goods	(c) spurious goods	(d) NOne of these		
154. According to consur	mer protection act, the n	ational commission can	entertain complaint claiming		
(a) Up to 10 lakh	(b) More than One cro	re (c) More than One lal	kh (d) None		
155. If commercial activity	ties are conducted electr	onically, it is known as			
(a) E commerce	(b) E business	(c) Business	(d) None of these		
156means an	authentication of any ele	ectronic record by a subs	scriber by means of an		
electronic method.					
(a)Signature	(b) Electronic signature	e (c) digital photo	(d) None of these		
157. The Information Tech	157. The Information Technology act came into force				
(a) 1999	(b) 2000	(c) 2001	(d) 1998		
158. A promise to pay a ti	me barred debt must be				
(a) registered	(b)written	(c) oral	(d) written and registered		
159. A promise without consideration is					
(a) null and void	(b) voidable	(c) revoked	(d) None of these		
160. The Principal can enforce the contracts entered into by the					
(a) Subordinates	(b) surety	(c) agent	(d) none of these		
161. An agreement with a person of unsound mind is					
(a) absolutely void	(b) voidable	(c) valid	(d) None of these		
162. A convict when unde	rgoing imprisonment is				
(a) capable of entering into a contract		(b) Not capable of entering into a contract			
(c) depends the nature of case		(d) None of these			

163. Which of the following persons is not competent to contract?						
(a) Persons of Indian ori	gin (b) Persons of sound	mind (c) Persons of unse	ound Mind (d) None of these			
164means th	e improper use of any p	ower possessed over the	e mind of the contracting party.			
(a) Undue influence	(b) Coercion	(c) threat	(d) None of these			
165. Coercion is defined in se	ction					
(a) 15	(b) 13	(c) 12	(d) 16			
166. Which of the following e	166. Which of the following elements does not affect the consent of the party?					
(a) Fraud	(b) Coercion	(c) undue influence	(d) representation			
167. When the consent of a party is obtained through fraud, the contract is						
(a) valid	(b) Void	(c) voidable	(d) None of these			
168. Undue influence involves	5					
(a) Use of physical press	(a) Use of physical pressure		(b) Use of position to obtain unfair advantage			
(c) threat		(d) All of these				
169. If consideration and objects are unlawful in part, the agreement is						
(a) Voidable	(b) Illegal	(c) Valid	(d) void			
170. An agreement which pre	170. An agreement which prevent a person from carrying a lawful business is					
(a) void	(b) Valid	(c) Voidable	(d) None of these			
171. An agreement, the meaning of which is not certain, is a						
(a) Void	(b) valid	(c) voidable	(d) None of these			
172is a promise to give money or money's worth upon the determination of an Uncertain event.						
(a) Contract	(b) wagering	(c) agreement	(d) None of these			
173. Which of the following is a requirement for misrepresentation to exist?						
(a) The person making a misrepresentation should not believe it to be true						
(b) Misrepresentation should relate to a material fact						
(c) It must be made with an intention to deceive the other party.						
(b) Any of these						

174. On the valid performance of the contractual obligations by the parties, the Contract is				
(a) Discharged	(b) becomes enforceable (c) Becomes void		(d) None	
175. A contract dependent on the happening or non happening of future uncertain Event, is a				
(a) Voidable contract	(b) Uncertain contract	(c) contingent contract	(d) None	
176. The word 'bailment' is derived from the French word				
(a) baillor	(b) baillior	(c) bailmentent	(d) None of these	
177. Under the contract of bailment, the person who deliver the goods is called				
(a) bailer	(b) Bailee	(d) surety	(d) None of these	
178. Where the contract of indemnity is inferred from the relationship of the parties, It is known as				
(a) Express indemnity	(b) implied indemnity	(c) regular indemnity	(d) None	
179. DSC stands for				
(a) Data Service Cable	(b) Digital Signature Ce	rtificate		
(c) Direct Sales Code	(d) None of these			
180. Which of the following st	atement is false?			
(a) move at the desire of	promisor	(b) may move from any	<i>r</i> person	

(c) must be illusory

(d) None of these



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ANSWER KEY							
1.(a)	2.(d)	3.(b)	4.(d)	5. (c)	6.(b)	7.(a)	
8.(a)	9.(d)	10.(d)	11.(a)	12.(a)	13.(b)	14.(a)	
15.(b)	16.(d)	17.(c)	18.(d)	19.(a)	20.(c)	21.(b)	
22.(d)	23. (c)	24.(a)	25. (b)	26.(d)	27.(b)	28. (a)	
29.(d)	30.(a)	31.(b)	32.(a)	33.(a)	34.(c)	35.(c)	
36. (c)	37.(c)	38.(b)	39.(a)	40.(c)	41.(c)	42.(c)	
43.(b)	44.(b)	45.(a)	46.(a)	47.(d)	48(a)	49.(a)	
50.(c)	51.(a)	52.(c)	53. (b)	54.(b)	55.(c)	56.(d)	
57. (d)	58.(b)	59.(c)	60.(c)	61.(b)	62.(c)	63.(d)	
64.(c)	65.(c)	66.(a)	67.(a)	68.(a)	69.(a)	70 (b)	
71.(d)	72.(d)	73.(a)	74.(a)	75.(c)	76.(a)	77.(b)	
78.(a)	79.(c)	80.(d)	81.(c)	82.(b)	83.(a)	84.(c)	
85.(b)	86.(c)	87(a)	88.(a)	89.(b)	90.(b)	91.(b)	
92.(c)	93.(c)	94.(b)	95.(b)	96.(b)	97.(d)	98.(d)	
99.(a)	100.(a)	101(b)	102.(b)	103.(b)	104.(b)	105.(b)	
106.(b)	107.(a)	108.(c)	109.(b)	110.(c)	111.(c)	112. (d)	
113.(c)	114.(a)	115.(b)	116.(b)	117.(c)	118.(c)	119.(a)	
120.(c)	121.(c)	122.(b)	123.(a)	124. (b)	125. (b)	126(d)	
127(d)	128(b)	129.(a)	130.(a)	131.(a)	132.(c)	133.(c)	
134.(d)	135.(c)	136.(d)	137.(b)	138.(d)	139.(c)	140.(c)	
141.(d)	142. (c)	143. (a)	144.(d)	145.(c)	146.(d)	147.(b)	
148. (b)	149. (c)	150. (a)	151.(d)	152.(b)	153.(c)	154.(b)	
155.(a)	156.(b)	157.(b)	158.(b)	159.(a)	160.(c)	161. (a)	
162. (b)	163. (c)	164. (a)	165.(a)	166.(d)	167.(c)	168.(b)	
169.(d)	170.(b)	171.(a)	172.(b)	173.(b)	174.(a)	175.(c)	
176.(b)	177.(a)	178.(b)	179.(b)	180.(c)			
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