

BUDDHA SERIES

(Unit Wise Solved Question & Answers)

Course – B.Com 3rd Sem

College – Buddha Degree College (DDU Code-859)

Department: Commerce

Subject: Business Regulatory Framework

Faculty Name: Mr.Tanmay Srivastava

Unit –I

- 1. The Indian Contract Act was enacted in the year:
 - a) 1857
 - b) 1872
 - c) 1882
 - d) 1900
- 2. A contract is defined as:
 - a) An agreement enforceable by law
 - b) A social arrangement
 - c) A promise to perform charity
 - d) A moral obligation
- 3. Which of the following is **not** essential to form a valid contract?
 - a) Lawful consideration
 - b) Free consent
 - c) Writing on stamp paper
 - d) Capacity of parties
- 4. An agreement becomes a contract when it is:
 - a) In writing
 - b) Registered
 - c) Enforceable by law
 - d) Signed before witnesses
- 5. A void contract is one which:
 - a) Is legally enforceable
 - b) Is illegal
 - c) Ceases to be enforceable by law
 - d) Has legal effect
- 6. A voidable contract is one:
 - a) Not enforceable by either party
 - b) Enforceable at the option of one party
 - c) Which is against public policy
 - d) Signed without consideration
- 7. When an offer is accepted, it becomes a:
 - a) Proposal
 - b) Promise
 - c) Consideration
 - d) Contract

- 8. Offer must be:
 - a) Implied only
 - b) Communicated to the offeree
 - c) Secret
 - d) Accepted by a stranger
- 9. Acceptance must be:
 - a) Conditional
 - b) Implied only
 - c) Absolute and unqualified
 - d) Delayed
- 10. A valid acceptance must be made:
 - a) Under pressure
 - b) With silence
 - c) In a prescribed manner or reasonable manner
 - d) Without communication
- 11. A person is competent to contract if he/she:
 - a) Is a graduate
 - b) Is above 21 years
 - c) Is of sound mind and major
 - d) Has income source
- 12. A contract entered into by a minor is:
 - a) Valid
 - b) Void
 - c) Voidable
 - d) Enforceable
- 13. A person of unsound mind:
 - a) Can enter into any contract
 - b) Can never enter into a contract
 - c) Cannot enter into contract during unsoundness
 - d) Has unlimited contractual rights
- 14. Free consent is not caused by:
 - a) Coercion
 - b) Undue influence
 - c) Mistake
 - d) Negotiation
- 15. Coercion includes:
 - a) Lawful threats

- b) Illegal threats or force
- c) Suggestions
- d) Advice
- 16. Undue influence involves:
 - a) Threats by strangers
 - b) Persuasion by equals
 - c) Dominance of one party over another
 - d) Public advertisements
- 17. Consideration means:
 - a) Charity
 - b) Love and affection
 - c) Something in return
 - d) Free service
- 18. A contract without consideration is:
 - a) Always valid
 - b) Void
 - c) Enforceable in all cases
 - d) Legally binding
- 19. Past consideration is:
 - a) Not a consideration
 - b) Valid under Indian law
 - c) Illegal
 - d) Avoidable
- 20. Which of the following is a valid consideration?
 - a) Bribe
 - b) Illegal benefit
 - c) Lawful act done at desire of promisor
 - d) Forced promise
- 21. Object of a contract must be:
 - a) Immoral
 - b) Lawful
 - c) Harmful to others
 - d) Against public interest
- 22. An agreement with unlawful object is:
 - a) Voidable
 - b) Enforceable

c) Void

d) Valid

23. If the object of a contract is fraudulent, it is:

a) Enforceable

b) Valid

c) Void

d) Conditional

24. Which of these agreements is against public policy?

a) Agreement to sell a house

b) Agreement in restraint of marriage

c) Agreement to teach

d) Agreement to consult

25. Consent is said to be free when it is not caused by:

a) Fraud

b) Coercion

c) Undue influence

d) Mistake of fact

Answers Key (1–25):

1.	b
2.	a
3.	c
4.	c
5.	c
6.	b
7.	d
8.	b
9.	c
10.	c
11.	c
12.	b
13.	c
14.	d
15.	b
16.	c
17.	c
18.	b

19. b			
20. c			
21. b			
22. c			
23. c			
24. b			

25. **d**

Unit – II

- 1. A void agreement is:
 - a) Enforceable by law
 - b) Illegal and punishable
 - c) Not enforceable by law
 - d) Always in writing
- 2. An agreement in restraint of trade is:
 - a) Valid
 - b) Voidable
 - c) Void
 - d) Legal
- 3. Performance of contract means:
 - a) Cancelling the contract
 - b) Refusing to act
 - c) Fulfilling the obligations under the contract
 - d) Changing the parties
- 4. Tender of performance is also called:
 - a) Non-performance
 - b) Refusal to contract
 - c) Offer of performance
 - d) Voidable contract
- 5. Performance by one party alone is:
 - a) Mutual contract
 - b) Unilateral contract
 - c) Bilateral contract
 - d) Conditional contract
- 6. A contract comes to an end by:
 - a) Formation
 - b) Discharge
 - c) Execution
 - d) Signature
- 7. Discharge of contract by impossibility is known as:
 - a) Performance
 - b) Novation
 - c) Frustration
 - d) Breach

8. When a contract is replaced by a new one, it is called:

- a) Alteration
- b) Rescission
- c) Novation
- d) Remission
- 9. Contingent contracts depend on:
 - a) Mutual understanding
 - b) Past event
 - c) Happening or non-happening of future event
 - d) Immediate performance
- 10. A contract is not contingent when:
 - a) It depends on a future uncertain event
 - b) It is absolute in nature
 - c) The event is collateral
 - d) The event is beyond the control of parties
- 11. Quasi contracts are based on:
 - a) Real agreement
 - b) Legal obligation without contract
 - c) Verbal promises
 - d) Written documents
- 12. A quasi contract is:
 - a) An illegal contract
 - b) A voidable contract
 - c) Not a contract but enforced by law
 - d) Created by mutual consent
- 13. Which of the following is **not** a remedy for breach of contract?
 - a) Suit for damages
 - b) Suit for specific performance
 - c) Suit for injunction
 - d) Suit for compromise
- 14. Compensation for loss or damage caused by breach is called:
 - a) Agreement
 - b) Consideration
 - c) Damages
 - d) Performance
- 15. Which of these is not a type of damages?
 - a) Ordinary damages

- b) Nominal damages
- c) Exemplary damages
- d) Transferable damages
- 16. Specific performance is granted when:
 - a) Damages are sufficient
 - b) Monetary compensation is not adequate
 - c) Party refuses to sign
 - d) None of the above
- 17. In a contract of **indemnity**, one party promises to:
 - a) Share profit
 - b) Protect the other from loss
 - c) Lend money
 - d) Buy property

18. A contract of guarantee includes:

- a) Two parties
- b) One party
- c) Three parties
- d) No party

19. In a contract of guarantee, the person giving the guarantee is called:

- a) Creditor
- b) Principal debtor
- c) Surety
- d) Agent
- 20. Bailment involves:
 - a) Sale of goods
 - b) Loan of money
 - c) Delivery of goods for some purpose
 - d) Gift of goods
- 21. The person who delivers goods in a bailment is called:
 - a) Bailee
 - b) Seller
 - c) Bailor
 - d) Pledger
- 22. Pledge is a special kind of:
 - a) Sale
 - b) Contract

c) Bailment

d) Mortgage

23. The person who delivers goods as security is known as:

a) Pawnor

b) Surety

c) Bailor

d) Creditor

24. An agent acts:

a) On behalf of himself

b) For the benefit of the third party

c) On behalf of the principal

d) For free

25. Agency can be created by:

a) Contract only

b) Operation of law

c) Ratification

d) All of the above

Answers Key (1–25):

1. c

2.	c		
3.	c		
4.	c		
5.	b		
6.	b		
7.	c		
8.	c		
9.	c		
10.	b		
11.	b		
12.	c		
13.	d		
14.	c		
15.	d		
16.	b		
17.	b		
18.	с		

19. c			
20. c			
21. c			
22. c			
23. a			
24. c			

25. **d**

Unit – III

- 1. The Sale of Goods Act was enacted in the year:
 - a) 1932
 - b) 1930
 - c) 1872
 - d) 1940
- 2. The Sale of Goods Act applies to:
 - a) Immovable property only
 - b) Services only
 - c) Movable goods
 - d) All kinds of property
- 3. A contract of sale includes:
 - a) Sale only
 - b) Agreement to sell only
 - c) Both sale and agreement to sell
 - d) Mortgage
- 4. In a sale, the ownership of goods is:
 - a) Not transferred
 - b) Transferred immediately
 - c) Transferred after delivery
 - d) Always future transfer
- 5. In an agreement to sell, the transfer of ownership takes place:
 - a) Immediately
 - b) After delivery
 - c) At a future date or after conditions are fulfilled
 - d) Never
- 6. The subject matter of a contract of sale must be:
 - a) Land
 - b) Immovable property
 - c) Goods
 - d) Shares
- 7. Conditions are:
 - a) Minor terms of contract
 - b) Not part of the contract
 - c) Essential to the main purpose of contract
 - d) Optional promises

- 8. A breach of condition gives the buyer the right to:
 - a) Ignore the defect
 - b) Claim damages only
 - c) Repudiate the contract
 - d) Continue without remedy
- 9. Warranties are:
 - a) Major terms of contract
 - b) Essential to contract
 - c) Collateral terms
 - d) Conditions in disguise
- 10. A breach of warranty entitles the buyer to:
 - a) Reject goods
 - b) Repudiate contract
 - c) Claim damages only
 - d) Cancel entire contract
- 11. Transfer of ownership means transfer of:
 - a) Custody
 - b) Physical possession
 - c) Legal title of goods
 - d) Packing of goods
- 12. In case of specific goods, ownership passes when:
 - a) Goods are destroyed
 - b) Goods are packed
 - c) Contract is made and conditions are fulfilled
 - d) Payment is made
- 13. Unascertained goods become specific goods when:
 - a) They are sold
 - b) They are delivered
 - c) They are identified and appropriated
 - d) Invoice is made
- 14. Risk follows:
 - a) Delivery
 - b) Title
 - c) Agreement
 - d) Consent
- 15. The seller must deliver the goods:
 - a) In any condition

- b) Without request
- c) As per contract
- d) Whenever possible
- 16. If the seller fails to deliver goods, the buyer may:
 - a) Do nothing
 - b) File suit for damages
 - c) Wait indefinitely
 - d) Cancel payment only
- 17. If the buyer refuses to accept goods, the seller may:
 - a) Destroy goods
 - b) Resell goods and sue for damages
 - c) Cancel contract without remedy
 - d) Hand over to third party
- 18. A buyer can reject goods if:
 - a) Goods are of acceptable quality
 - b) Goods do not conform to the contract
 - c) Price is low
 - d) Seller is known
- 19. Auction sale is governed by:
 - a) Indian Penal Code
 - b) Sale of Goods Act
 - c) Companies Act
 - d) Transfer of Property Act
- 20. In auction sale, the bid is an:
 - a) Agreement
 - b) Offer
 - c) Acceptance
 - d) Promise
- 21. Ownership in auction passes when:
 - a) Bid is placed
 - b) Bid is highest
 - c) Auctioneer announces completion
 - d) Goods are packed
- 22. In auction sale, sale is complete when:
 - a) Goods are shown
 - b) Hammer falls

c) Bid is shouted

d) Payment is done

23. In auction, if seller bids on own goods without notice, it is:

a) Valid

b) Illegal

c) Unfair but valid

d) Voidable

24. Implied conditions in a sale include:

a) Reasonable price

b) Free delivery

c) Title, description, and quality

d) Home service

25. Warranty as to quiet possession means:

a) Buyer can shout on premises

b) Buyer will not be disturbed in use of goods

c) Buyer must be silent

d) Goods are to be kept in closed area

Answers Key (1–25):

1. **b** 2. c 3. c 4. **b** 5. c 6. **c** 7. c 8. c 9. c 10. **c** 11. c 12. c 13. **c** 14. **b** 15. **c** 16. **b** 17. **b** 18. **b**

19. b			
20. b			
21. c			
22. b			
23. b			
24. c			

25. **b**

Unit – IV

- 1. The Negotiable Instruments Act was enacted in the year:
 - a) 1930
 - b) 1949
 - c) 1881
 - d) 1905
- 2. A negotiable instrument is:
 - a) A non-transferable document
 - b) A written promise only
 - c) A transferable instrument guaranteeing payment
 - d) An oral agreement
- 3. Which of the following is **not** a negotiable instrument?
 - a) Promissory Note
 - b) Bill of Exchange
 - c) Cheque
 - d) Currency Note
- 4. A promissory note contains:
 - a) A conditional promise to pay
 - b) An unconditional promise to pay
 - c) A verbal statement
 - d) No promise
- 5. A bill of exchange involves how many parties?
 - a) One
 - b) Two
 - c) Three
 - d) Four
- 6. In a bill of exchange, the person who draws the bill is called:
 - a) Drawer
 - b) Drawee
 - c) Payee
 - d) Endorser
- 7. The party directed to pay in a bill of exchange is the:
 - a) Drawer
 - b) Payee
 - c) Drawee
 - d) Holder

- 8. A cheque is a type of:
 - a) Bill of exchange
 - b) Promissory note
 - c) Money order
 - d) Bank note
- 9. A cheque is always drawn on a:
 - a) Post office
 - b) Government office
 - c) Bank
 - d) Insurance company
- 10. The validity period of a cheque is:
 - a) 1 month
 - b) 3 months
 - c) 6 months
 - d) 12 months
- 11. A **bearer cheque** is payable to:
 - a) A specific person
 - b) The bank manager
 - c) Any person presenting it
 - d) The account holder only

12. Crossing of cheque ensures:

- a) Payment in cash
- b) Payment through account only
- c) Freezing of funds
- d) Dishonour
- 13. A general crossing consists of:
 - a) Signature only
 - b) Account number
 - c) Two parallel lines
 - d) Payee name

14. A special crossing includes:

- a) Two lines with bank name
- b) Red ink stamp
- c) Bank address only
- d) None of the above
- 15. Which of the following cheques is the safest?
 - a) Open cheque

b) Bearer cheque

c) Crossed cheque

d) Gift cheque

16. When a cheque is dishonoured, the bank:

a) Destroys it

b) Returns it unpaid with reasons

c) Burns it

d) Keeps it

17. Dishonour of cheque due to insufficient funds attracts penalty under section:

- a) 120B
- b) 420
- c) 138
- d) 10

18. Which of the following is a valid reason for dishonour of a cheque?

a) Proper signature

- b) Overwriting
- c) Mismatch of amount in words and figures
- d) Valid endorsement
- 19. Notice of dishonour must be given within:
 - a) 30 days
 - b) 15 days
 - c) 10 days
 - d) 45 days

20. Payment in due course means payment made:

- a) Without checking
- b) Carelessly
- c) In accordance with the apparent tenor and to the rightful holder
- d) Without signature
- 21. A cheque marked "Not Negotiable" means:
 - a) It can't be transferred
 - b) Title of transferee is defective
 - c) It can't be deposited
 - d) It is illegal

22. The person in possession of the cheque and entitled to receive payment is called:

- a) Drawer
- b) Drawee

c) Payee

d) Holder

23. Endorsement in blank means:

a) No signature

b) Signature without name of endorsee

c) Crossed cheque

d) Post-dated cheque

24. A post-dated cheque is payable on:

a) Date of issue

b) On the date written on cheque

c) Immediately

d) Never

25. A cheque payable to a particular person and not transferable is called:

a) Crossed cheque

b) Open cheque

c) Order cheque

d) Non-negotiable cheque

Answers Key (1–25):

1. c

2.	c
3.	d
4.	b
5.	c
6.	a
7.	c
8.	a
9.	c
10.	b
11.	c
12.	b
13.	c
14.	a
15.	c
16.	b
17.	c
18	C

19. a			
20. c			
21. b			
22. d			
23. b			
24. b			

25. **d**