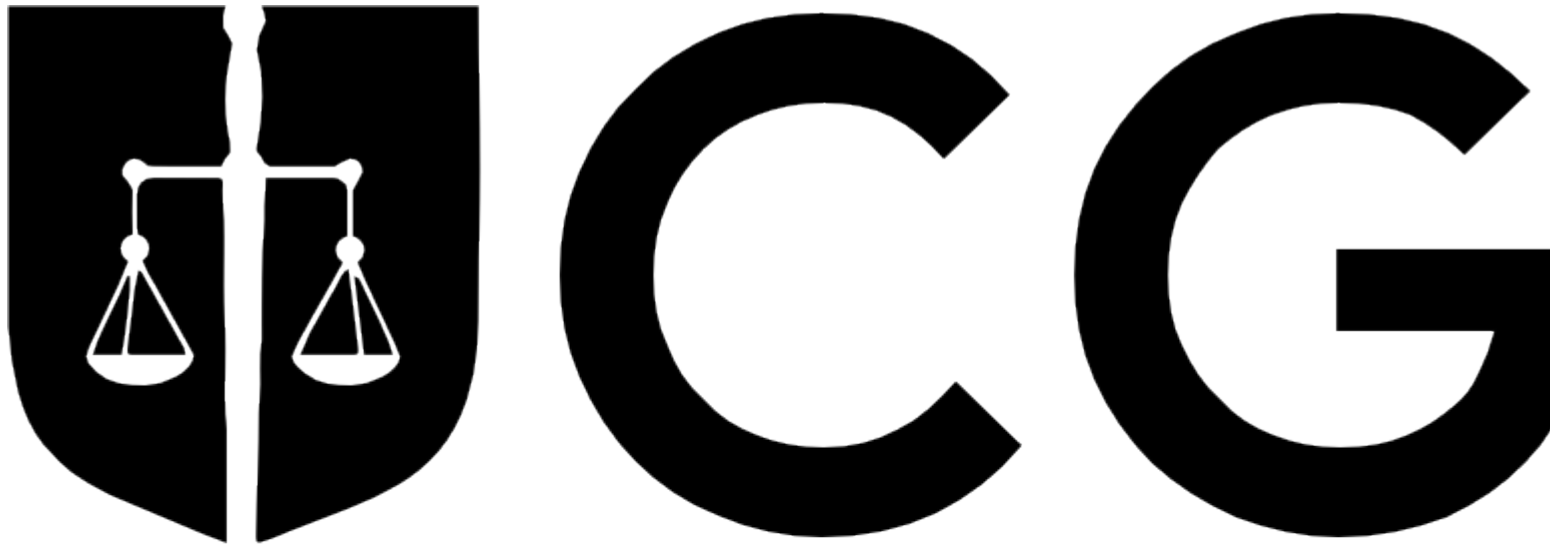




CLAT Gurukul

By Ready For Exa

JUD GURUKUL

Judiciary Prelims MCQ

JUD-PRELIMS · 2026-05-30 · 30 min · +?/?

1.

Under Section 2(h) of the Indian Contract Act, 1872, a 'contract' is defined as: [bare_act_section_recall_verbatim]

- A. An agreement enforceable by law
- B. Every promise forming consideration
- C. A set of reciprocal promises
- D. Any proposal accepted in writing

2.

The definition of 'consideration' in the Indian Contract Act, 1872 is contained in: [bare_act_section_recall_verbatim]

- A. Section 2(a)
- B. Section 2(d)
- C. Section 10
- D. Section 25

3.

An agreement made without consideration is valid if it is made on account of natural love and affection between parties standing in a near relation and is registered. This exception is contained in: [bare_act_section_recall_verbatim]

- A. Section 23 of the Indian Contract Act, 1872
- B. Section 10 of the Indian Contract Act, 1872
- C. Section 25 of the Indian Contract Act, 1872
- D. Section 2(d) of the Indian Contract Act, 1872

4.

An agreement by a minor is void ab initio. This principle was authoritatively settled by the Privy Council in: [case_law_application]

- A. Carlill v. Carbolic Smoke Ball Co. (1893)
- B. Balfour v. Balfour (1919)
- C. Hadley v. Baxendale (1854)
- D. Mohori Bibee v. Dharmodas Ghose (1903)

NAME: _____

ROLL NO: _____

BATCH: _____

5.

Under the Indian Contract Act, 1872, 'coercion' is defined in: [bare_act_section_recall_verbatim]

- A. Section 15
- B. Section 16
- C. Section 17
- D. Section 18

6.

A contract whose consent is caused by coercion, undue influence, fraud or misrepresentation is: [doctrinal_definition]

- A. Void ab initio
- B. Voidable at the option of the aggrieved party
- C. Valid and binding
- D. Illegal and punishable

7.

An agreement in restraint of trade is void under which section of the Indian Contract Act, 1872? [bare_act_section_recall_verbatim]

- A. Section 28
- B. Section 30
- C. Section 27
- D. Section 23

8.

Under Section 30 of the Indian Contract Act, 1872, agreements by way of wager are: [bare_act_section_recall_verbatim]

- A. Voidable
- B. Valid if registered
- C. Enforceable in tort
- D. Void

9.

The rule in Hadley v. Baxendale (1854), regarding damages for breach of contract, is reflected in which section of the Indian Contract Act, 1872? [case_law_application]

- A. Section 73
- B. Section 74
- C. Section 56
- D. Section 39

10.

Under Section 7 of the Indian Contract Act, 1872, to convert a proposal into a promise, the acceptance must be: [bare_act_section_recall_verbatim]

- A. Conditional but communicated
- B. Absolute and unqualified
- C. In writing and registered
- D. Made within ten days

11.

A agrees to sell to B 'my white horse for rupees five hundred or rupees one thousand'. The agreement is: [hypothetical_problem]

- A. Voidable at B's option
- B. Valid for rupees five hundred
- C. Void for uncertainty under Section 29
- D. Valid for rupees one thousand

12.

Under Section 56 of the Indian Contract Act, 1872, an agreement to do an act impossible in itself is: [bare_act_section_recall_verbatim]

- A. Voidable
- B. Valid until performance
- C. Enforceable with damages
- D. Void

13.

The doctrine of quasi-contract, where a person enjoys the benefit of a non-gratuitous act, is contained in which section of the Indian Contract Act, 1872? [doctrinal_definition]

- A. Section 70
- B. Section 68
- C. Section 73
- D. Section 65

14.

Under Section 73 of the Indian Contract Act, 1872, compensation for loss caused by breach is recoverable for loss that: [doctrinal_definition]

- A. Is remote and indirect
- B. Naturally arose in the usual course of things from the breach
- C. The party chooses to claim regardless of cause
- D. Arises only from a penalty clause

15.

Under Section 54 of the Transfer of Property Act, 1882, a sale of tangible immovable property of value one hundred rupees and upwards can be made only by: [bare_act_section_recall_verbatim]

- A. An oral agreement with delivery
- B. A written but unregistered deed
- C. A registered instrument
- D. Mere payment of price

16.

The various kinds of mortgages, including the English mortgage and mortgage by conditional sale, are enumerated in which section of the Transfer of Property Act, 1882? [bare_act_section_recall_verbatim]

- A. Section 54
- B. Section 105
- C. Section 122
- D. Section 58

17.

Under Section 105 of the Transfer of Property Act, 1882, a 'lease' of immovable property is a transfer of: [bare_act_section_recall_verbatim]

- A. A right to enjoy the property for a certain time for consideration
- B. Absolute ownership of the property
- C. The property without consideration
- D. Only the right to mortgage the property

18.

Under Section 122 of the Transfer of Property Act, 1882, a 'gift' is a transfer of property made: [bare_act_section_recall_verbatim]

- A. For valuable consideration after registration
- B. Voluntarily and without consideration, and accepted during the donor's lifetime
- C. Only by a will taking effect after death
- D. With a right of revocation at any time

19.

The doctrine of part performance, protecting a transferee in possession under an unregistered contract of sale, is embodied in which section of the Transfer of Property Act, 1882? [doctrinal_definition]

- A. Section 52
- B. Section 41
- C. Section 53A
- D. Section 43

20.

The doctrine of lis pendens, under which property in dispute cannot be transferred so as to affect the rights of any party to the suit, is contained in: [doctrinal_definition]

- A. Section 53 of the Transfer of Property Act, 1882
- B. Section 41 of the Transfer of Property Act, 1882
- C. Section 6 of the Transfer of Property Act, 1882
- D. Section 52 of the Transfer of Property Act, 1882

21.

The rule against perpetuity under the Transfer of Property Act, 1882 is contained in: [bare_act_section_recall_verbatim]

- A. Section 14
- B. Section 10
- C. Section 13
- D. Section 18

22.

Under the Transfer of Property Act, 1882, the doctrine of election is dealt with in: [doctrinal_definition]

- A. Section 43
- B. Section 35
- C. Section 41
- D. Section 51

23.

After the Specific Relief (Amendment) Act, 2018, the grant of specific performance of a contract has become: [amendment_or_recent]

- A. Available only at the court's discretion
- B. Barred for contracts relating to immovable property
- C. A general rule rather than a discretionary remedy
- D. Confined to contracts of personal service

24.

Under the Specific Relief Act, 1963, an injunction that finally restrains a party from asserting a right is called a: [doctrinal_definition]

- A. Temporary injunction
- B. Mandatory order
- C. Quia timet order
- D. Perpetual injunction

25.

Under Section 4 of the Indian Easements Act, 1882, an easement is a right which the owner of land possesses for the beneficial enjoyment of that land and which is exercised: [bare_act_section_recall_verbatim]

- A. Over the land of another (the servient owner)
- B. Over his own land only
- C. Against the State exclusively
- D. Only by virtue of a registered lease

26.

Under the Bihar Tenancy Act, 1885, a 'raiyat' is primarily a person who: [doctrinal_definition]

- A. Owns the land in absolute proprietorship
- B. Has acquired a right to hold land for the purpose of cultivation
- C. Collects revenue on behalf of the State
- D. Holds only a mortgage interest in land

27.

The transfer of an 'actionable claim' is governed by which section of the Transfer of Property Act, 1882? [bare_act_section_recall_verbatim]

- A. Section 105
- B. Section 58
- C. Section 130
- D. Section 122

28.

Under the Uttar Pradesh Zamindari Abolition and Land Reforms framework, a tenure-holder with transferable and heritable rights in land is commonly called a: [doctrinal_definition]

- A. Zamindar
- B. Patwari
- C. Lambardar
- D. Bhumidhar

29.

A contracts to sing for B at a concert for a fee; A falls genuinely ill and cannot perform. The contract: [hypothetical_problem]

- A. Becomes void due to supervening impossibility under Section 56
- B. Remains binding and A must pay damages
- C. Is voidable at A's option only
- D. Is illegal from inception

30.

Under the Specific Relief Act, 1963 (as amended), a plaintiff seeking specific performance must, as a rule, plead and prove: [amendment_or_recent]

- A. That the defendant acted with malice
- B. Continuous readiness and willingness to perform the contract
- C. That damages would be an adequate remedy
- D. That the contract was oral

