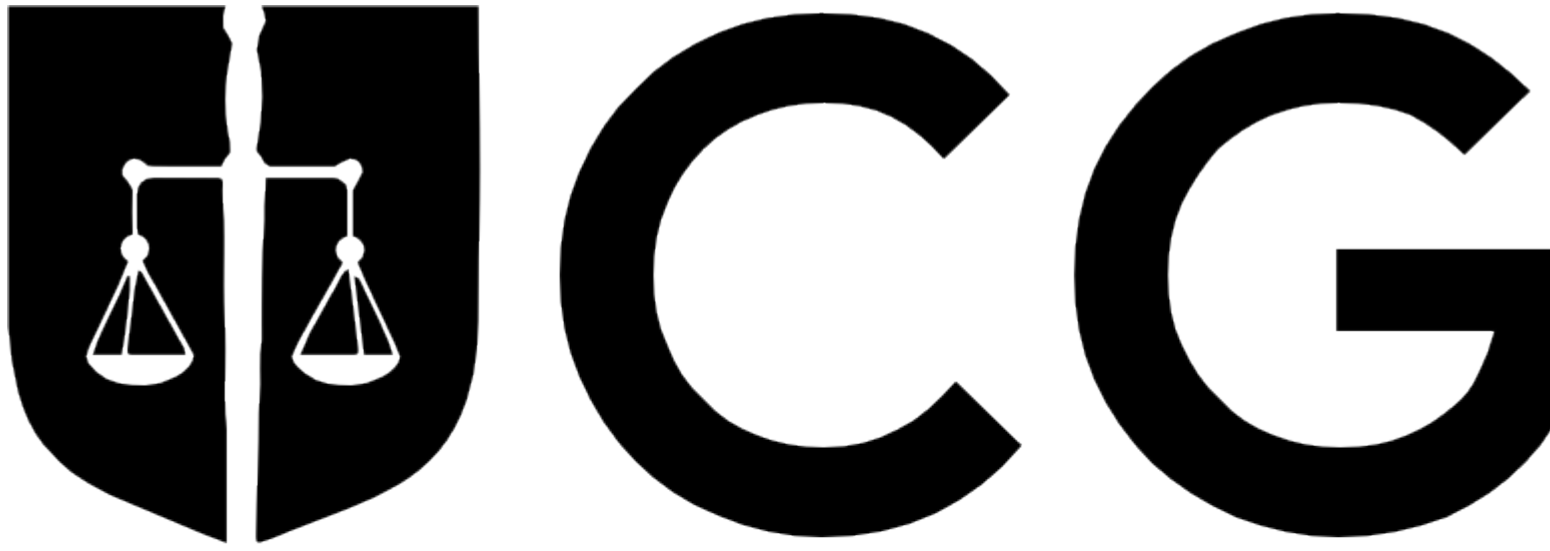




CLAT Gurukul

By Ready For Exa

JUD GURUKUL
Answer Key — Judiciary Prelims MCQ
JUD-PRELIMS · 2026-05-30

1. **A**
Section 2(h) defines a contract as 'an agreement enforceable by law'. An agreement (2(e)) becomes a contract only when it is enforceable, i.e., satisfies Section 10 (free consent, lawful consideration, competent parties, lawful object).
2. **B**
Section 2(d) defines consideration: 'when, at the desire of the promisor, the promisee or any other person has done or abstained from doing... such act or abstinence or promise is called a consideration'.
3. **C**
Section 25(1) saves an agreement without consideration if made out of natural love and affection between parties in near relation, expressed in writing and registered. It is a statutory exception to 'no consideration, no contract'.
4. **D**
In Mohori Bibee v. Dharmodas Ghose (1903) the Privy Council held that a minor's agreement is void ab initio, since under Section 11 a minor is not competent to contract.
5. **A**
Section 15 defines coercion as committing or threatening to commit any act forbidden by the (now) Bharatiya Nyaya Sanhita, or unlawful detaining of property, to cause a person to enter into an agreement.
6. **B**
Under Sections 19 and 19A, when consent is caused by coercion, undue influence, fraud or misrepresentation, the agreement is a contract voidable at the option of the party whose consent was so caused.
7. **C**
Section 27 declares that every agreement by which anyone is restrained from exercising a lawful profession, trade or business is, to that extent, void (subject to the sale-of-goodwill exception).
8. **D**
Section 30 provides that agreements by way of wager are void, and no suit shall be brought for recovering anything won on a wager.

NAME: _____

ROLL NO: _____

BATCH: _____

9. A

The two-limb rule in *Hadley v. Baxendale* (loss arising naturally, and loss in the contemplation of the parties) is codified in Section 73 of the Indian Contract Act, 1872.

10. B

Section 7 requires that, to convert a proposal into a promise, acceptance must be absolute and unqualified and expressed in some usual and reasonable manner.

11. C

Under Section 29, agreements the meaning of which is uncertain are void. An offer to sell for 'five hundred or one thousand' rupees is uncertain as to price and hence void.

12. D

Section 56 (first paragraph) provides that an agreement to do an act impossible in itself is void.

13. A

Section 70 embodies the quasi-contractual obligation: where a person lawfully does something for another non-gratuitously and the latter enjoys the benefit, the latter must compensate.

14. B

Section 73 allows compensation for loss or damage which naturally arose in the usual course of things from the breach, but not for remote or indirect loss.

15. C

Section 54 of the Transfer of Property Act, 1882 requires that a sale of tangible immovable property worth one hundred rupees or more be made only by a registered instrument.

16. D

Section 58 of the Transfer of Property Act defines mortgage and enumerates its kinds — simple, mortgage by conditional sale, usufructuary, English mortgage, and mortgage by deposit of title deeds.

17. A

Section 105 defines a lease as a transfer of a right to enjoy immovable property for a certain time, or in perpetuity, in consideration of a price or rent.

18. B

Section 122 defines gift as the voluntary transfer of property without consideration, which must be accepted by or on behalf of the donee during the donor's lifetime while the donor is still capable of giving.

19. C

Section 53A embodies the equitable doctrine of part performance, protecting a transferee who, in part performance of a contract, has taken possession, even though the transfer is not completed by a registered deed.

20. D

Section 52 embodies *lis pendens*: during the pendency of a suit relating to immovable property, the property cannot be transferred so as to affect the rights of any party under the eventual decree.

21. A

Section 14 contains the rule against perpetuity, prohibiting the creation of an interest that is to take effect after the lifetime of living persons plus the minority of an unborn beneficiary.

22. B

Section 35 of the Transfer of Property Act deals with the doctrine of election: a person taking a benefit under an instrument must also bear its burden and cannot approbate and reprobate.

23. C

The Specific Relief (Amendment) Act, 2018 changed specific performance from a discretionary remedy to a general rule, enforceable except where statutorily barred, reducing judicial discretion.

24. D

Under Section 37 of the Specific Relief Act, 1963 a perpetual injunction finally determines the rights of the parties and permanently restrains the defendant from the assertion of a right.

25. A

Section 4 of the Indian Easements Act, 1882 defines an easement as a right enjoyed by a dominant owner over the land of another (the servient owner) for the beneficial enjoyment of his own land.

26. B

Under the Bihar Tenancy Act, 1885, a 'riyat' is primarily a person who has acquired a right to hold land for the purpose of cultivating it, whether by himself or through others.

27. C

Section 130 of the Transfer of Property Act governs the transfer of actionable claims, which must be effected by an instrument in writing signed by the transferor.

28. **D**

Under the U.P. Zamindari Abolition and Land Reforms Act, a 'bhumidhar' is a tenure-holder enjoying transferable and heritable rights in the land, the highest class of tenure after abolition of zamindari.

29. **A**

A contract of personal performance (singing) is discharged by supervening impossibility under Section 56 where the performer is genuinely incapacitated by illness; the contract becomes void.

30. **B**

Under the Specific Relief Act, a plaintiff seeking specific performance must aver and prove continuous readiness and willingness to perform his part of the contract from the date of the contract to the hearing.

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