

1. The remedies available to a person, suffering from breach of contract are
 - a. Suit for Damages
 - b. Suit for Injunction
 - c. Quantum Meruit
 - d. All of the above
2. The remedies available to a person, suffering from breach of contract are
 - a. Rescission of Contract
 - b. Stay order from court
 - c. Quantum Meruit
 - d. All of the above
3. Which of these are remedies to the aggrieved party, in case of breach of contract?
 - a. Rescission of contract
 - b. Suit for Specific Performance
 - c. Both (a) and (b)
 - d. Neither (a) nor (b)
4. The contract may be rescind by
 - a. Aggrieved party
 - b. Court
 - c. Either (a) or (b)
 - d. None of the above
5. The Court may grant rescission where the contract is
 - a. unlawful
 - b. void
 - c. unenforceable
 - d. All of the above
6. The court may grant rescission where the contract is
 - a. unlawful
 - b. valid
 - c. unenforceable
 - d. All of the above
7. Where the Court orders the defaulting party to carry out the promise according to the terms of the contract, it is called
 - a. Quantum Meruit
 - b. Rescission
 - c. Injunction
 - d. Specific Performance
8. Which remedy for breach of contract may be ordered by the court?
 - a. specific performance
 - b. injunction
 - c. either (a) or (b)
 - d. both (a) or (b)
9. Specific Performance may be ordered by the Court when
 - a. the contract is voidable
 - b. damages are an adequate remedy
 - c. damages are not an adequate remedy
 - d. Quantum Meruit is not possible
10. Specific Performance can be granted by court where
 - a. monetary compensation is not an adequate relief
 - b. it is not possible to measure the actual damages
 - c. either (a) or (b)
 - d. neither (a) or (b)
11. In case of breach of contract of sale of some antique goods, the Court may grant
 - a. Quantum Meruit
 - b. Rescission
 - c. Specific Performance
 - d. Injunction
12. In which of the following situations, specific Performance is not granted?
 - a. where monetary compensation is an adequate relief
 - b. where the contract is impersonal in nature
 - c. where monetary compensation is not an adequate relief
 - d. Both (a) and (b)
13. In which of the following situations specific performance is not granted?
 - a. where monetary compensation is an adequate relief
 - b. where the contract is of a personal skill
 - c. either (a) or (b)
 - d. neither (a) nor (b)
14. in which of the following situations, specific Performance is not granted?
 - a. where it is not possible for the Court to supervise Performance of contract
 - b. where the contract is ultra-vires
 - c. either (a) or (b)
15. means an order of the Court restraining a person from doing what he promised not to do.
 - a. Quantum Meruit
 - b. Rescission
 - c. Injunction

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Time: 1hrs

- d. Specific Performance
16. A, a singer, agreed with B to perform at his theatre for two months, on a condition that during that period, he would not perform anywhere else, B could move to the Court for
- grant of injunction restraining A from performing in other places
 - specific performance
 - allowing B to perform in other places
 - all of the above
17. Quantum Meruit is _____ word
- English
 - French
 - Latin
 - German
18. Quantum Meruit means
- a non-gratuitous promise
 - as gratuitous promise
 - as much as is earned
 - as much as is paid
19. When a person has done some work under a contract, and other party repudiates the contract then the party who performed the work, can claim remuneration for done. This is based on the principle of
- Rescission
 - Quantum Meruit
 - Injunction
 - Specific Performance
20. To claim remedy under Quantum Meruit, the original contract
- should remain intact
 - must be discharged
 - must be fully performed
 - all of the above
21. Remedy under Quantum Meruit, is available to
- Party at fault
 - Party not at the fault
 - Either (a) or (b)
 - Both (a) and (b)
22. Quantum Meruit is not applicable when
- Indivisible Contract not performed completely
 - Divisible contract not performed at all
 - Work is performed gratuitously
23. if an agreement has become void, any advantage received by party under such agreement shall restore it, or to make compensation for it. This is based on the principle of
- Specific Performance
 - Rescission
 - Injunction
 - Quantum Meruit
24. A, a businessman leaves his goods at B's place by mistake. B treats the same as his own and uses it. B is bound to compensate A for it, under the principle of
- Specific Performance
 - Reemission
 - Special damages
 - Quasi contract
25. Compensation is to be paid by the party receiving the benefit, where an act is done by another party, without an intention of gratuitousness. For this purpose
- There need not be any contract between the parties
 - The contract between the parties may also be void
 - Either (a) or (b)
 - Neither (a) nor (b)
26. When an indivisible contract for lump sum amount is completely performed but badly, the person who has performed can
- claim the lump sum amount
 - claim the lump sum amount less deduction for bad work
 - not claim any amount at all
 - perform the work again
27. The aggrieved party is entitled to claim monetary compensation for the loss caused due to non-performance of promise. This is called
- Damages
 - Restitution
 - Quantum Meruit
 - Injunction
28. In case of breach of contract, the compensation can be claimed for
- remote consequence of the breach

- b. the natural consequence of breach
c. indirect consequence of the breach
d. All of the above
29. In case of breach of contract, the Indian Law awards damages
- a. For loss of profit which may have been earned
b. Which arose naturally
c. As matter of penalty
d. To compensate party from physical loss
30. While determining damages, which of the following are taken into account?
- a. inconvenience caused by nonperformance
b. motive of breach
c. manner of breach
d. All of the above
31. The measure of damages in case of breach of a contract is the difference between the
- a. contract price and the market price at the date of breach
b. contract price and the maximum market price during last 6 months
c. contract price and the price at which the plaintiff might have sold the goods
d. contract price and the price fixed by Court
32. A contracts to deliver 1,000 bags of rice at Rs 100 per bag on a future date. On the due date he refuses to deliver. Market Price on that day is Rs 120 per bag. Which Damages can be granted by court?
- a. Ordinary damage
b. Special damages
c. Remote damages
d. Vindictive damages
33. A contract to deliver 1,000 bags of rice at Rs 100 per bag on a future date. On due date he refuses to deliver. Market price on that day is Rs 120 per bag. The ordinary Damages will be
- a. Rs 20,000
b. Rs 1,20,000
c. Rs 1,00,000
d. Rs 20
34. Damages which an aggrieved party claims. beside general damages for any loss he has suffered owing to special circumstances known to both the parties at the time of signing the contract are called
- a. Vindictive Damages
b. Nominal Damages
c. General Damages
d. Special Damages
35. When there is breach of contract, special damages are awarded
- a. Only when there are special circumstances
b. Only when there is special loss
c. When there is a notice of the likely special loss
d. All of the above
36. When there are certain extraordinary circumstances present and it is communicated to the promisor, non-performance of promise entitles the Promisee to claim
- a. Ordinary Damages
b. Special Damages
c. Either (a) or (b)
d. Both (a) and (b)
37. Hadley vs. Baxendale case is a leading case on
- a. Breach of Implied Term
b. Anticipatory Breach
c. Remoteness of Damages
d. Bilateral Mistake of Fact
38. H's mill stopped due to breakdown of one spare parts, which in was delivered to B, a common carrier to be taken to the manufacturer for repairs. H did not communicate to B, that delay in delivery would cause loss of profits. For some reason, the delivery was delayed by B beyond reasonable time. Here
- a. H can rescind the contract
b. H cannot claim loss of profits from B
c. H can claim loss of profits from B
d. H can claim loss of profits from the manufacturer
39. The damages awarded by way of punishment are called
- a. Special Damages
b. Ordinary Damages
c. Exemplary Damages

- d. Nominal Damages
- 40. Nominal damages are awarded to indicate that the party has
 - a. won the case
 - b. actually suffered the loss
 - c. suffered huge loss
 - d. suffered unusual loss
- 41. Exemplary damage is also known as
 - a. vindictive damages
 - b. punitive damages
 - c. Direct damages
 - d. Either (a) or (b)
- 42. Vindictive Damages have been awarded
 - a. for a breach of promise to marry
 - b. for wrongful dishonour of a cheque
 - c. Either (a) or (b)
 - d. Neither (a) nor (b)
- 43. Nominal Damages can be
 - a. Claimed by the aggrieved party as a matter of right
 - b. awarded only at the discretion of the Court
 - c. claim by the aggrieved party for loss
 - d. all of the above
- 44. Liquidated damages means an amount of that may result from breach of contract
 - a. actual loss
 - b. loss suffered
 - c. pre-estimated probable loss
 - d. pre-estimated actual loss
- 45. General damages arises
 - a. Naturally in the usual course from the breach of contract itself
 - b. In the unusual circumstance from the breach of contract
 - c. In the special circumstance from breach of contract
 - d. When special loss from breach of contract
- 46. Duty to mitigate damages on the part of injured party arises in case of
 - a. anticipatory breach
 - b. actual breach
 - c. neither (a) nor (b)
 - d. either (a) or (b)
- 47. Pre estimated amount of compensation payable in case of breach of contract is called
 - a. Penalty
 - b. Liquidated damages
 - c. Either (a) or (b)
 - d. Neither (a) nor (b)
- 48. Which of the following is correct?
 - a. Liquidated damages are pre-estimated probable damages
 - b. Penalty is imposed by way of punishment for breach of contract
 - c. Courts generally do not award vindictive damages
 - d. All of the above
- 49. The intention for fixing Liquidated Damages is
 - a. Recovery of damages that might arise due to breach
 - b. Recover more amount of damages than suffered due to breach
 - c. neither (a) or (b)
 - d. both (a) and (b)
- 50. If parties make no attempt to estimate the loss but in advance, fix an amount payable on non-performance of the contract, such amount is called
 - a. Exemplary Damages
 - b. Special damages
 - c. Liquidated Damages
 - d. Penalty
- 51. The essence of Liquidated damages is that is should be
 - a. genuine pre-estimate of damages
 - b. more than probable damages
 - c. less than probable damages
 - d. any of the above
- 52. Where the amount payable in case of breach is fixed in advance by way of liquidated damages, the aggrieved party may claim
 - a. a reasonable compensation for the breach
 - b. the amount so fixed in the contract
 - c. (a) or (b) whichever is lower
 - d. (a) or (b) whichever is higher
- 53. . Liquidated damages are calculated A contract
 - a. at the time of making

- b. after making
 - c. at the time of performance of
 - d. either (a) or (b)
54. Penalty for breach of contract is estimated a contract
- a. at the time of making
 - b. after making
 - c. at the time of performance of
 - d. either (b) or (c)
55. A stipulation for increased interest from the date of default is known as
- a. compensation
 - b. penalty
 - c. Liquidated damages
 - d. Damages
56. In which of the following cases, can specific performance be allowed?
- a. Contract to sing a song
 - b. Contract to paint a picture
 - c. Contract to enter into partnership at will
 - d. None of the above
57. Where the banker wrongfully dishonors a customer's cheque, the court may award
- a. Ordinary damages
 - b. Special damages
 - c. Exemplary damages
 - d. None of the above
58. A contracts to repair B's house and receive payment in advance. A repairs the house, but not according to contract.
- a. B is entitled to recover from A the additional cost of making the repairs as per the contract
 - b. B is not entitled to recover any cost from A
 - c. B is entitled to recover penalty from A for non performance of the contract
 - d. None of the above
59. A give B a bond for the repayment of Rs 1,000 with interest at 12 percent at the end of six months, with a stipulation that, in case of default, interest shall be payable at the rate of 15 percent from the date of default.
- a. B is entitled to recover from A, a reasonable compensation
 - b. B is not entitled to recover from A any compensation
 - c. B is entitled to recover from A, compensation and interest
 - d. Any of the above
60. Which of the following state is correct?
- a. Ordinarily, the damages for loss of reputation are not recoverable
 - b. Nominal damages are very small in amount
 - c. Nominal damages are not small in amount
 - d. Both (a) or (b)
61. Breach of contract can be by way of.....
- a. Anticipatory
 - b. Actual
 - c. Either a or b
 - d. Both of the above