G L Bajaj Institute of Management and Research.PGDM Institute

PGDM Batch (2021-23)

Academic Session 2021-22

Mid Term Quiz Batch: 2021-23

Subject Name: Legal Environment of Business

Subject Code: PG 28 Name of Student: Maximum Marks: 40 Marks Obtained

Note:

- 1. Writing anything except Roll Number on Quiz paper will be deemed as an act of indulging in unfair means and action shall be taken as per rules.
- 2. There is no negative marking for wrong answer.
- 3. Tick mark the correct answer.

Q1 The law of Contract is nothing but

A a child of commercial dealing

B a childof religion

C a child of day-to-day politics

D a child of economics

Ans Key a

Q2 An agreement consists of reciprocal promises between at least

A four parties
B six parties
C three parties
D two parties

Ans Key d

Q3 In India, the express provisions of the Contract Act applies to

A Hindus
B female
C businessman
D all of the above

Ans Key d

Every promise and every set of promise forming the consideration for each other is

Q 4 a/an
A contract
B agreement
C offer
D acceptance

Ans Key b

Q5 A contract creates

A right in personam B rights in rem

C no obligations only obligations and no rights D Ans Key Valid contracts **O6** are made by free consent A are made by competent parties В have lawful consideration and lawful object C all of the above D d Ans Key **Q7** Agreement to murder a person cannot be enforceable by law A is valid in law В C is invalid for want of consideration D has no consensus ad idem Ans Key A invites B for Coffee day restaurant and B acceepts thethe invitation. On the appointed date, B goes there but A does not come. In this case Q8 B has no remedy against A. Α B has to wait for another inviation from A. В C B can sue A for not honouring his words. D A has to invite B again, to keep the promise. Ans Key A promise to give Rs. 5000 per month pocket money to his son B. If A does not give Q9 the pocket money B can sue his father. Α В B has no remedy against A. C B can accept a lower pocket money also. B has to give Rs. 5000 to his father. D Ans Key Q10 A contract is valid which creates legal and social obligations of the parties. A В which creates rights of a party. C which is written on a piece of paper and signed by the parties. which creates legally binding rights and obligations of the parties to it. D Ans Key When the contract is perfectly valid but cannot be enforced because of certain technical defects, is called Q11 unilateral contract A bilateral contract В \mathbf{C} unenforceable contract D void contract Ans Key cQ12is without any legal effect and cannot be enforced in a Court of Law Valid contract Α Void contract В

C Voidable contractD Unenforceable contract

Ans Key b

A and B enter into a contract to marry each other. Before the time fixed for

Q13 marriage, A goes mad. The contract becomes

A void
B illegal
C valid
D voidable

Ans Key a

Q14 A makes a contract with B to beat his business competitor. This is an example of

A valid contract
B illegal agreement
C voidable contract
D unenforceable contract

Ans Key b

Q15is made by words spoken

A Express contract
B Implied contract
C Tacit contract
D Unlawful contract

Ans Key a

Q16is made by words written

A Express contract
B Implied contract
C Tacit contract
D Unlawful contract

Ans Key a

Q17 A appoints B as his agent, by way of power of attorney, this is an example of

A Express contract
B Implied contract
C Tacit contract
D Unlawful contract

Ans Key a

Q18 All illegal agreements are void; but all void agreements are not illegal

A TRUE
B Partly true
C FALSE

D None of the above

Ans Key a

Q19 A proposal may consist of a promise for

A doing an act

B abstaining from doing an act

C either (a) or (b)

D returning the consideration

Ans Key c

Q20 A specific offer is one which is made

A by A to B

B by a father to his only son for the sale of his factory to him
C by a father of a girl to the father of an only son for her marriage

D by all of the above

Ans Key d

Q21 Identify the source of Indian Commercial Law

A Common law
B Equity law
C Statute law
D All of the above

Ans Key d

Q22 Communication of the proposal is complete when it comes to the knowledge of

A the person to whom it is made

B the proposer C either (a) or (b)

D the Central Government

Ans Key a

Q23 An Implied offer means an offer made

A By spoken words

B By body language

C By SMS

D By Both A & B

Ans Key B

Q24 An offer may be made

A By words
B By conduct
C by written
D Either A & b

Ans Key

Q 25 An offer can be accepted by

A offeror
B Promisor
C Offeree

D All of the above

Ans Key C

Q 26 A offer to sell his car on interet, It is

A An express offer
B A particular offer
C An Implied offer

D NO offer

Ans Key A

The offer which is allowed to remain open for the acceptance over the period of time

Q27 is known as a/an A Standing offer B Specific offer C Express offer D Implied offer

Ans Key: A

Q28 Communication of proposal is complete when it comes to the knowledge of

A The person to whom it is made

B The proposer

C The central government D None of the above

Ans Key: A

Q 29 Terms of the offer must be

A Ambiguous
B Definite
C Uncertain
D Vague

Ans Key: B

Q30 Which of the following conditions is not necessary for a valid offer

A The intention to create legal relation

B The unconditional terms
C The certainity of terms

D The communication to the person to whom it is made

Ans Key: B

Q31 The specific offer can be accepted by

A Any person

B Any friend of the offerer

C Only the person to whom it is made

D only by close relatives

Ans Key: B

Q32 Which of the following is an invitation to offer

A A tender to supply goods at a certain time.

B A request for loan C A bid in auction sale

D A catalouge of goos for sale

Ans Key: D

Q33 There is an counter offer when

A The offeree gives conditional acceptance

B The offeree makes a fresh order C The offeree makes some query

D The offeree accepts it.

Ans Key: A

A offer to sell his car for Rs 50,000 to B. B says he would buy it for Rs 40,000. This is Q 34 acase of Counter offer Α Direct offer В C Implied offer D Express offer Ans Key: A A proposes, by letter, to sell a house to B for Rs 15 lakh. The communication of the Q 35 proposal is complete When B receives the letter Α When A dispatches the letter В C When A signs the letter D When B knows about the letter Ans Key: A Q 36 Capacity to the contract means The parties are finacially sound to make contracts Α The parties are physically able to enter into contracts В C The parties are legally competent to enter to the contract D All of the above Ans Key: C A contract to take a loan by a boy of 17 year of age from a money lender of 34 years Q 37 Α Valid contract Void Contract В C Quasi Contract Void ab Initio D Ans Key: D Consent means parties agreeing on Q 38 The terms of the contract A В Some terms of the contract C The same thing in the same sense Any matter of the contract D Ans Key: C Q 39 When the contract is entered into by fraud, It is Void A

A Void
B Valid
C Invalid

D Voidable

Ans Key: D

Q 40 A contract stands discharged

A by the performance of the contract

B by breach of the contract

C by agreement
D All of the above

Ans Key: D