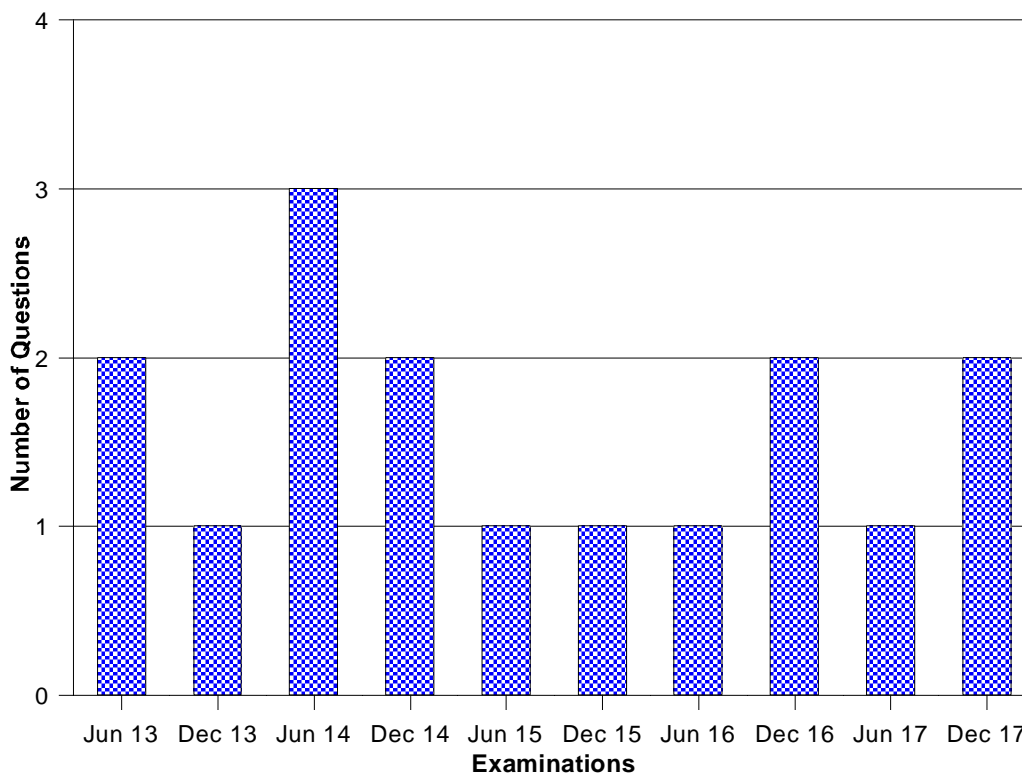


CHAPTER	The Indian Contract Act, 1872
1	
Unit : 6	Contingent and Quasi - Contracts



2006 – November

[1] The basis of 'quasi contractual' relations is the :

(a) Existence of a valid contract between the parties

(b) Prevention of unjust enrichment at the expense of others

(c) Existence of a voidable contract between the parties

(d) Provisions contained in section 10 of the Indian Contract Act

2007 - February

- [2] A says to B that he will give ₹ 500 to him if it rains and if doesn't rain B will give him ₹ 500. Which type of contract is this?
- Wagering contract
 - Contingent contract
 - Valid contract
 - Quasi contract
- [3] A agrees to pay B a sum of money if a certain ship does not return. The ship is sunk. A refuses to pay. Advise B :
- B can enforce the contract when the ship sinks
 - B can claim damages
 - B can not enforce the contract when the ship sinks
 - None

2007 - May

- [4] The Indian Contract Act deals with the following Quasi - Contractual Obligations :
- Claim for necessities supplied to a person incompetent to contract
 - Responsibility of finder of goods
 - Re – imbursement of money paid, due by another
 - Obligation of person enjoying benefit of non – gratuitous act
- (ii) & (iii)
 - (i) & (ii)
 - (i), (ii), (iii) & (iv)
 - (iii) & (iv)

2007 – August

- [5] Claim for necessities of life supplied to a lunatic u/s 68 of the Indian Contract Act, can be enforced against :
- The relative of the lunatic
 - The lunatic's property or estate
 - The guardian of the lunatic
 - The lunatic personally when he ceases to be lunatic
- [6] A person who finds goods belonging to another and takes them into his custody, is subject to the same responsibility as a :
- Thief
 - Trespasser
 - Bailee
 - True Owner

2007 - November

- [7] _____ are the contracts implied by law :
- Contingent contracts
 - Implied contract
 - Quasi contract
 - All of these
- [8] To claim reimbursement of money paid on behalf of another person, which of the following is not required?
- Payment must be made to a third party to whom the another party was liable
 - Payment must be voluntary
 - There should be some legal or other coercive process compelling the payment
 - Original liability should be of another person

2008 – February

- [9] A person enjoying the benefits of a lawful non – gratuitous act of another :
- Is liable to compensate that another
 - Has to perform the same non – gratuitous act in return
 - Is not liable to compensate that another
 - That another cannot claim any compensation

2008 – June

- [10] The contracts in which law creates certain rights & obligations similar to those of a contract are :
- Contingent contract
 - Constructive contract
 - Wagering contract
 - Quasi contract
- [11] U leaves his goods at V's place who consumes them. V is bound to pay the price. V's act of consumption of goods constitutes an implied promise to pay, under the principal of :
- Deemed Contractual Obligations
 - Semi Contractual Obligations
 - Contractual Obligations
 - Quasi - Contractual Obligations

2008 – December

- [12] Wagering agreement is :
- Valid
 - Void
 - Voidable
 - None of these
- [13] The Contract of General Insurance is :
- Contingent
 - Valid
 - Voidable
 - None of these

2009 – June

- [14] A promised to give ₹ 50,000 to B, if B is selected as the President of Co-operative society. It is _____
- Void contract
 - Contingent contract
 - Wagering contract
 - Illegal contract
- [15] A supplies necessaries of life to B who is a son of a mental retarded person. A is entitled to be reimbursed out of B's property. This is:
- An agreement with contract
 - An agreement without contract
 - A gratuitous agreement
 - A Quasi contract

2009 – December

- [16] Events in case of contingent contracts are:
- Collateral and Uncertain
 - Certain and Collateral
 - Collateral
 - None of the above.

2010 – June

[17] A agrees to pay ₹ 1,000 to B if it rains. B promises to pay a like amount if it does not rain. The agreement is:

- (a) Quasi Contract
- (b) Contingent contract
- (c) Wagering contract
- (d) Voidable contract

[18] A contingent contract is a/an:

- (a) Absolute contract
- (b) Conditional contract
- (c) Uncertain contract
- (d) Unenforceable contract

2011 – June

[19] A contingent contract dependent upon non happening of a future uncertain event becomes void when such event:

- (a) happens
- (b) does not happen
- (c) becomes impossible
- (d) None of these.

2011 – December

[20] Under the Indian Contract Act, 1872 _____ is the essential characteristic of a Contingent Contract

- (a) performance to depend only upon happening of some event in future.

(b) performance to depend only upon non-happening of some event in future.

(c) performance is dependent upon both happening and non-happening of some event in future.

(d) none of the above.

[21] The contract which are based on principle of equity, justice and good conscience are _____.

- (a) Contingent Contract.
- (b) Quasi Contract.
- (c) Anticipatory Contract.
- (d) Wagering Contract.

[22] _____ arises when obligations are created without a contract.

- (a) Quasi contract
- (b) Wagering contract
- (c) Contingent contract
- (d) None of the above.

[23] Contract the performance of which depends upon happening of an event is called _____.

- (a) absolute
- (b) quasi
- (c) contingent
- (d) illegal

2012 – December

[24] A principle which does not allows a person to retain unjust benefit at expense of another is known as _____.

- (a) quasi contract
- (b) implied contract
- (c) unenforceable contract
- (d) voidable contract

2013 – June

[25] _____ arises obligations where no contract is actually entered by parties.

- (a) Wagering contract
- (b) Contingent contract
- (c) Quasi contract
- (d) None of these

[26] _____ Contracts are enforceable by future events.

- (a) Contingent Contract
- (b) Quasi Contract
- (c) Conditional Contract
- (d) Wagering Contract

2013 – December

[27] Ashok Kumar is a famous hockey coach. He agrees to impart training in hockey to Sachin, who is a minor at a remuneration of ₹10,000 per month. This is a

- (a) Void Agreement
- (b) Voidable Contract
- (c) Quasi Contract
- (d) Contingent Contract

2014 – June

[28] The basis of 'Quasi contractual relations' is the :

- (a) Existence of valid contract between the parties in compliance of Section 10 of the Indian Contract Act.
- (b) Prevention of unjust enrichment at the expense of others

- (c) Existence of a voidable contract between the parties
- (d) None of the above

[29] A person finds goods belonging to another person in a public place. In such a case, the finder :

- (a) Become the owner of the goods
- (b) Does not become the owner of the goods but can use them
- (c) Is under duty to trace the owner and return the goods to him
- (d) Can sell them without making any efforts to trace the owner

[30] A agrees to pay ₹ 500 to B if it rains and B promises to pay like amount if it does not rain, this contract/ agreement is :

- (a) Quasi contract
- (b) Contingent contract
- (c) Wagering agreement
- (d) Voidable contract

2014 – December

[31] The law relating to "Quasi-Contracts" is based on _____.

- (a) absence of agreement between the parties.
- (b) the rights against a particular person.
- (c) principles of public policy and morality.
- (d) principles of equity justice and good conscience.

[32] Which one of the following is not an essential element of contingent contract?

- (a) Performance depends on happening or non-happening of some event.
- (b) The event is not collateral to the contract.
- (c) The event should not be the consideration for a promise.
- (d) The event should not be the mere will of the promisor.

2015 – June

[33] A finder of a purse on a road in the market, is duty bound to trace the real owner of purse. If the finder does not do so, he shall be guilty of:

- (a) Extortion
- (b) Theft
- (c) Criminal misappropriation of property
- (d) None of the above.

2015 – December

[34] Essential feature of a contingent contract is

- (a) Performance to depend on happening or non – happening of an event in future
- (b) Performance depends only on happening or non-happening of an event in future
- (c) Performance depends only on non-happening of an event in future
- (d) None of the above.

2016 – June

[35] Every wagering agreement is of a _____ nature.

- (a) collateral
- (b) impossible
- (c) contingent
- (d) void.

2016 – December

[36] It is the duty of the finder of goods to trace the true owner of the goods, otherwise he is guilty of:

- (a) Theft
- (b) Extortion
- (c) Criminal misappropriation of the property
- (d) None of the above.

[37] A contract to do or not to do something if some event, collateral to such contract does or does not happen is:

- (a) A contingent contract
- (b) A wagering agreement
- (c) Illegal agreement
- (d) Void agreement.

2017 – June

[38] A finder of goods is liable for _____.

- (a) custody of goods as a bailee
- (b) take proper care of things found
- (c) find the owner of the goods
- (d) all of the above.

2017 – December

[40] A Contingent Contract is always

[39] A delivered some goods at B's warehouse by mistake and B used the goods, B is bound to pay to A the price of goods. This is on the basis of_____.

- (a) Void Contract
- (b) Executed Contract
- (c) Quasi Contract
- (d) Contingent Contract

- _____.
- (a) void
 - (b) voidable
 - (c) valid
 - (d) illegal

Answer

- | | | | |
|---------|---------|---------|---------|
| 1. (b) | 2. (a) | 3. (a) | 4. (c) |
| 5. (b) | 6. (c) | 7. (c) | 8. (b) |
| 9. (a) | 10. (d) | 11. (d) | 12. (b) |
| 13. (a) | 14. (b) | 15. (d) | 16. (a) |
| 17. (c) | 18. (b) | 19. (a) | 20. (d) |
| 21. (b) | 22. (a) | 23. (c) | 24. (a) |
| 25. (c) | 26. (a) | 27. (c) | 28. (b) |
| 29. (c) | 30. (c) | 31. (d) | 32. (c) |
| 33. (d) | 34. (a) | 35. (c) | 36. (d) |
| 37. (a) | 38. (d) | 39. (c) | 40. (c) |

