

TEST PAPER

Marks: 100

Time: 60 minutes

ROLL NO.: _____	NAME: _____
SIGNATURE: _____	DATE / TIME: _____

INSTRUCTIONS FOR THE CANDIDATES

1.	Before attempting the paper carefully read out all the Instructions & Examples given on Side 1 of Answer Sheet (OMR Sheet) supplied separately.
2.	At the start of the examination, please ensure that all pages of your Test booklet are properly printed; your Test booklet is not damaged in any manner and contains 100 questions. In case of any discrepancy the candidate should immediately report the matter to the invigilator for replacement of Test Booklet. No claim in this regard will be entertained at the later stage.
3.	An OMR Answer Sheet is being provided separately along with this Test booklet. Please fill up all relevant entries like Roll Number, Test Booklet Code etc. in the spaces provided on the OMR Answer Sheet and put your signature in the box provided for this purpose.
4.	Make sure to fill the correct Test booklet code on Side 2 of the OMR Answer Sheet. If the space for the Booklet Code is left blank or more than one booklet code is indicated therein, it will be deemed to be an incorrect booklet code & Answer Sheet will not be evaluated. The candidate himself/herself will be solely responsible for all the consequences arising out of any error or omission in writing the test booklet code.
5.	This Test Booklet consists of 10 pages containing 100 questions. Against each question four alternative choices (1), (2), (3), (4) are given, out of which one is correct. Indicate your choice of answer by darkening the suitable circle with BLACK/BLUE pen in the OMR Answer Sheet supplied to you separately. Use of Pencil is strictly prohibited. More than one answer indicated against a question will be deemed as incorrect response.
6.	The maximum marks are 100. Each question carries one mark. There will be no negative marking. The total time allocated is 60 minutes.
7.	Do not fold or make any stray marks on the OMR Answer Sheet. Any stray mark or smudge on the OMR Answer Sheet may be taken as wrong answer. Any damage to OMR Answer Sheet may result in disqualification of the candidate.
8.	On completion of the test, candidate must hand over the OMR Answer Sheet to the invigilator on duty in the room/hall.
9.	Use of Mobile phones and calculators etc. are not allowed.
10.	Keep all your belongings outside the Examination hall. Do not retain any paper except the ADMIT CARD.

1	A warrant of arrest is a command (1) Must be a written order (2) Signed, sealed and issued by a magistrate (3) Addressed to a police officer (4) All of the above
2	Addition or alteration of charge has been provided (1) Under section 214 of CrPC (2) Under section 215 of CrPC (3) Under section 216 of CrPC (4) Under section 218 of CrPC
3	After completion of investigation, the police is to submit a final report to the Magistrate. The Magistrate (1) Is bound by the conclusions drawn by the police and accept the same if the police recommended that there is no sufficient ground for proceeding further (2) Is not bound by the conclusions drawn by the police and may order further investigation (3) May issue a process against the accused person(s) (4) Both (b) and (c)
4	An accused was arrested for offence under section 302, IPC on 1-1-2004 and remanded to judicial/police custody in 2-1-2004 now for the purposes of section 167(2) of CrPC , in computing the period of ninety days (1) The day of arrest i.e. 1-1-2004 only has to be excluded and shall be computed w.e.f 2-1-2004 when remanded, thus 90 th day shall fall on 1-4-2004 (2) The day of arrest i.e. 1-1-2004 and the day of remand i.e. 2-1-2005 have to be excluded and the 90 th day shall fall on 2-4-2004 (3) Neither 1-1-2004 i.e. the day of arrest nor 2-1-2004 the day of remand is to be excluded and the 90 th day shall fall on 31-3-2004 (4) Either (a) or (c)
5	Attachment of the property of the person absconding (1) Can only be issued after publication of the proclamation under section 82 of CrPC (2) Can be issued before publication of the proclamation under section 82 of CrPC (3) Can be issued simultaneously with the issue of proclamation under section 82 of CrPC (4) All of the above
6	Each material circumstances appearing in evidence against the accused must be put to the accused specifically, distinctly and separately. In this context, the propositions are: (I) Failure to put the material evidence to the accused always vitiates the trial. (II) Failure to put the material evidence amounts to a serious irregularity which cannot be cured and vitiates the trial. If it has prejudiced the accused. (III) Failure to put the material evidence is not considered to services and is curable if in fact no failure of justice has occasioned to the accused. Now which of the following is correct: (1) (I) and (II) are correct (2) (I) and (III) are correct (3) (I), (II) and (III) are correct (4) (II) and (III) are correct
7	In a joint trial where several accused persons are being tried, one accused examines himself as a witness, now (1) All the other co-accused, if there are more than one co-accused other than the accused, examining himself as a witness, have a right to cross-examine that accused, on a matter of right (2) All the other co-accused have a right to cross-examine that accused if the accused examining himself deposing something against one of the co-accused (3) Only that co-accused has a right to cross-examine the accused examining himself as a witness, against whom such an accused has deposed something (4) The co-accused do not have any right at all to cross-examine, the accused examining himself as a witness under any circumstances
8	In a non-cognizable case, the police has the authority (1) To investigate into the offence without order given by the Magistrate but cannot arrest the accused without warrant (2) To investigate and even arrest the accused without warrant (3) Neither to investigate without order of the Magistrate nor can arrest the accused without warrant (4) Cannot investigate without orders of the Magistrate but can arrest without warrant
9	Rule <i>autre for's acquit or autre for's commit</i> is contained in (1) Section 321 of CrPC (2) Section 320 of CrPC (3) Section 300 of CrPC (4) Section 298 of CrPC
10	"In order that an act should be punishable it must be morally blame-worthy. It must be a sin." Which of the following Judges made this observation? (1) Salmond (2) Krishna Iyer (3) Lord Denning (4) Stephen
11	Upon the report being forwarded under section 173(2) of CrPC to the Magistrate for dropping of proceedings, before deciding not to take cognizance the Magistrate (1) Must give notice to and provide the informant an opportunity of being heard (2) Need not give notice to and provide the informant an opportunity of being heard at all (3) May or may not give notice to and provide the informant an opportunity of being heard, depending on the facts and circumstances (4) Both (b) and (c).

12	An act will not be an offence, if it is done by (1) Accident or misfortune (2) Accident or misfortune, without any criminal intention or knowledge (3) Accident or misfortune, without any criminal intention or knowledge of a lawful act in a lawful manner (4) Accident or misfortune, without any criminal intention or knowledge of a lawful act in a lawful manner by lawful means, and with proper care and caution
13	A and B went to a jungle to shoot porcupines. They agreed to take up certain positions to lie in wait for the game. After a while, A hearing the rustle and believing it was a porcupine, fired in that direction. The shot hit B and killed him. (1) A is guilty of murder (2) A is not guilty of any offence, as it was a case of pure accident under Section 80, IPC (3) A is guilty of criminal negligence (4) None of the above is correct
14	Mark the incorrect statement: (1) The word “taking” used in section 361 requires that the accused must have played an active role in the minor leaving her lawful guardian’s house or taking shelter in his house (2) A mere passive role in helping a girl in giving shelter in the house or accompanying her to hospital for medical treatment cannot amount to “taking” (3) The question whether there has been taking must be decided with reference to the circumstances of the case including the question whether the girl was of sufficient maturity and intellectual capacity to think for herself and make up her own mind, the circumstances under which and the object for which she felt it necessary or worthwhile to go with the accused (4) The defence that the girl of easy virtue would be sufficient to make accused not liable
15	Which section defines abduction? (1) Section 359 (2) Section 360 (3) Section 361 (4) Section 362
16	A is paramour of Z’s wife. She gives a ring of gold which A knows to belong to her husband Z (1) A commits theft of ring (2) A does not commit theft (3) Z’s wife commits theft (4) Z’s wife does not commit theft
17	Which one of the following will amount to criminal conspiracy? (1) Two or more persons agreed to commit a criminal act in furtherance of their common intention (2) Intention of each of the accused persons is known to the rest of them and is shared (3) Unity of criminal behavior actuated by common consent (4) Agreement to commit an offence even if no step is taken to carry out the agreement
18	Which of the following is an essential element of criminal breach of trust? (1) Contractual relationship (2) Transfer of possession (3) Taking possession of the property by fraudulent means (4) Property must be movable
19	Consider the following two statements, one labeled as assertion (A) and other as reason (R) Assertion(A): there is no liability for an attempt to commit an impossible theft. Reason(R) : no criminal liability can be incurred under section 511 of the Indian Penal Code for an attempt to do an act which, if done, will not be an offence. Of the above statements (1) Both A and R are true and R is the correct explanation of A (2) Both A and R are true but R is not the correct explanation of A (3) A is true but R is false (4) A is false but R is true
20	Which one of the following statement correctly defines the term ‘theft’? (1) Dishonest removal of one’s property (2) Removal of property from the custody of a person without his consent (3) Dishonest removal of any property from one’s possession without his consent (4) Dishonest removal of movable property from one’s possession without his consent
21	For abetment by conspiracy (1) A mere agreement between two or more persons to do an unlawful act is enough (2) Some act or illegal omission must take place in pursuance of an engagement between two or more persons to do an unlawful act (3) There must be an intentional aid by one person to another for doing an offence (4) One person must instigate the other for the commission of an offence
22	Consider the following statements: 1. Section 34 IPC requires two persons whereas section 149 of IPC requires five persons. 2. Section 34 IPC requires common intention, whereas section 149 requires common object. 3. Section 34 IPC and section 149 IPC both require presence of prior consent. 4. Section 34 IPC and section 149 IPC both create specific offences. Which of the following statements are correct? (1) 1 and 3 (2) 2 and 3 (3) 1 and 2 (4) 2 and 4

23	A instigates his six year old daughter B to take away from C a purse containing Rs. 1500. In this case which one of the following statements is correct? (1) B commits theft and A abets theft (2) A commits no offence but B commits theft (3) Both A and B commit no offence (4) B does not commit any offence but A commits abetment of theft
24	A, a social reformer, promised B a reward of Rs. 1000 if he refrained from smoking for two years. B does so (1) B is entitled to reward from A (2) B is not entitled to reward from A (3) It is a valid consideration in the form of an act of abstinence (4) Both (a) and (c)
25	A change of nature of obligation of a contract is known as (1) Repudiation (2) Rescission (3) Alteration (4) None of the above
26	A contingent contract is (1) Dependent or conditional upon the happening or non happening of a future event or contingency (2) Dependent or conditional upon the happening of a future event or contingency (3) Independent or unconditional contract (4) Either (b) or (c)
27	A contract, which if formed without the free consent of the parties, is (1) Void ab initio (2) Void (3) Illegal (4) Voidable at the instance of the party whose consent was not free
28	A contract can be declared voidable provided there is a mistake of law With reference to the above response to the following, state (1) If the law is one which is in force in India (2) If the law is one which is not in force in India (3) In all the circumstances (4) None of these
29	A counter offer is (1) An invitation to treat (2) An acceptance of the offer (3) A rejection of the original offer (4) None of the above
30	A enters into a contract with B through B's fraud. A can (1) Set aside the contract and recover damages (2) Set aside the contract, but cannot recover damages (3) Recover damages, but cannot set aside the contract (4) None of the above
31	A gratuitous or bare promise, devoid of consideration is called (1) <i>Res extincta</i> (2) <i>Uberrima fides</i> (3) <i>Nudum pactum</i> (4) None of the above
32	A party to a contract can be discharged from performing it, if it has become (1) Expensive (2) Onerous (3) Commercially unviable (4) Impossible
33	A partial illegality (1) May avoid the whole agreement (2) Will not avoid the whole agreement (3) Will avoid the whole agreement (4) Either (b) or (c)
34	A promises to deliver goods to B on a certain day on payment of Rs. 1000. A died before that day. Then (1) A's representatives are bound to deliver the goods to B (2) After receiving goods B is bound to pay Rs. 1000 to A's representatives (3) B is not bound to when A is dead (4) Both (a) and (b)
35	Acceptance sent through post (1) Can be revoked at any time (2) Cannot be revoked at any time (3) Can be revoked before it comes to the knowledge of the offeror (4) None of the above
36	An agreement by which a party is restrained from exercising his rights through Court is (1) Void as it is opposed to public policy (2) Void as it is an agreement in restraint of legal proceedings (3) Illegal (4) Both (a) and (b) are correct
37	An advertisement was given for auction of old goods in the newspaper on the specified date and time of the bid. In the said bid Shyam's bid come out as the highest. However, the auctioneer refuses to bring down the fall of hammer and cancels the auction. With reference to above give the correct response to the following statements (1) the auctioneer cannot refuse the highest bid and for the cancellation of the auction amounts to breach of contract (2) It was an invitation to the auction and was no more than negotiations towards the transaction (3) Advertisement of the auction was the clear indication that it was mandatory on the part of the auctioneer to accept the highest bid (4) All of the above are correct

38	According to section 6 of the contract act, 1872 a proposal offer is revocable (1) By the communication of notice of revocation by the proposer to the other party (2) By the lapse of time prescribed in such proposal for its acceptance, or if no time is so prescribed, by the lapse of a reasonable time, without communication of the acceptance (3) By the failure of the acceptor to fulfill a condition precedent to acceptance (4) All of the above
39	An agreement by which one is restrained from exercising a lawful profession or business of any kind is (1) To that extent void (2) Voidable at the option of party who has been restrained (3) Valid and enforceable at law (4) None of the above
40	An auctioneer announces to sell by the auction of certain specified goods on 'as is where is' basis, in a newspaper. This is (1) An offer to hold the auction sale (2) Merely an information and if auction is not held, the auctioneer will not be liable for the expenses incurred to visit the lace of auction (3) Either (a) or (b) (4) Neither (a) nor (b)
41	An offer may be accepted (1) Only by the person to whom it is made (2) By any person, though it is not made to him (3) By person who comes to know about it (4) None of the above
42	Assertion (A) : Acceptance is to offer what a lighted match is to a train of gunpowder. Reason (R) : Acceptance cannot be separated from offer. (1) Both A and R are true and R is the correct explanation of A (2) Both A and R are true but R is not a correct explanation of A (3) A is true but R is false (4) A is false but R is true
43	As per the Indian Contract Act 1872 a promise will leave some legal effect (1) It must arise from moral obligation (2) Must have accepted by the promisor (3) Must be a statement of intention and it must be an offer to perform some specified act (4) All of the above
44	<i>Consensus ad idem</i> means (1) Common intention (2) Meeting of minds (3) Theme of contract (4) None of the above
45	Consider the following statements: 1. A minor fraudulently misrepresenting his age is estopped from denying the truth of his statement. 2. A minor fraudulently misrepresenting his age is not estopped from denying the truth of his statement. 3. Estoppel does not operate to render a statute ineffective and so a minor's contract is always void. Which of the above statements is/are correct? (1) 1 above (2) 2 above (3) 1 and 2 (4) 2 and 3
46	Dinkar Pathak is a wholesale merchant for all types of vegetable oil. He receives a telegram from a retail trader to immediately send to him, 100 tins of oil. Pathak knows that the retail trader sells only mustard oil, he sends, immediately, 100 tins of mustard oil and sends the bill. The retail trader insists on paying at the previous rate of oil which is Rs. 50 less for each tin. When Pathak insists for the new market rate, the retailer pleads that there is no contract. In this case, the most logical decision will be that (1) There is no contract because the telegram does not stipulate type of oil and the price (2) The contract is complete and the retailer is bound to pay the current market rate (3) The contract is complete and the retailer is bound to pay the price fixed for the earlier consignment (4) None of the above
47	For acceptance of an offer, which of the following is not essential: (1) Knowledge (2) Intention (3) Motive (4) None of the above
48	General offers open for world at large can be accepted by (1) Any person who reads the advertisement (2) Any person who complies with conditions of the offer (3) Any person in the world (4) Either (a) or (b) or (c)
49	Give correct response out of the statements given below: (1) An agreement enforceable by law is a contract (2) An agreement is a contract, if it is for lawful purpose and lawful object (3) An agreement made between competent parties is a contract (4) An agreement is a contract, if it is made by the free consent of the parties
50	In case of anticipatory breach of contract, the damages will be assessed (1) From the promised date of performance (2) From the date on which breach occurred (3) From the date the court instructed (4) None of the above
51	In which cases, there is no coercion: (1) A contract was made to avoid the threatened prosecution (2) Threat to strike (3) A contract made under a statutory compulsion (4) None of the above

52	In <i>Tilak Chand Moti Chand v Commr. Of Sales Tax</i> , it was held that the 'mistake' under section 72 is thinking that (1) The money paid was due when, in fact, it was not due (2) The money paid was not due when , in fact, it was due (3) The money paid was legally due (4) Either (b) or (c)
53	In India, about frustration of contract, the decisions are based on (1) Simply of equity (2) It is just based on implied terms (3) It is based on the theory of reasonable solution (4) Provision as given in the Indian Contract Act, 1872
54	In which of the following cases, the contract is not void on the ground of immortality? (1) A promise to marry a married woman after the death of her husband (2) A promise to marry a married woman after she obtains a divorce (3) A married man promised to marry a woman as soon as the decree of divorce with his wife was made absolute(the decree had been pronounced) (4) An agreement for future separation between a husband and wife
55	In which of the following cases can a finder of goods sell the goods that he has found? (1) Where the goods are not perishable in nature (2) Where his lawful charges amount to more than half of the value of the goods found (3) Where the owner cannot be traced ut even with reasonable diligence (4) Where the real owner is found but he refuses to pay reasonable charges to the finder
56	Mark the correct response: (1) The contract is voidable, if the consideration is inadequate (2) The consideration should be adequate (3) The courts do not enforce the contract based on bad bargains (4) The consideration need not be adequate, but must have some value
57	Mark the correct statement: (1) Section 73 of the ICA is declaratory of the common law as to damages(i.e. rule of <i>Hadley v Baxendale</i>) (2) Section 73 also provides that the same principles will apply in relation to breach of quasi-contract (3) Both (a) and (b) are correct (4) Neither (a) nor (b) is correct
58	Mark the incorrect answer: (1) Law of contract lays down absolute rights and liabilities of the contracting parties (2) Law of contract only lays down the essentials of a valid contract (3) The parties to a contract, in a sense, make the law for themselves (4) Law of contract lays down the legal rules relating to promises: their formation, their performance, and their legal enforceability
59	Mark the incorrect statement: (1) A wagering agreement is also a contingent contract, but it has been declared void by section 30 (2) A contingent contract is a valid contract as it serves some business or social purpose (3) In both, the performance of a contract is linked with an uncertain end (4) In both, there is mutual chance of gain or loss
60	Mark the incorrect statement: (1) The 'doctrine of frustration' is known to the English law (2) In India, it is known as 'doctrine of impossibility of performance' (3) The Indian doctrine is wider in scope than the English doctrine (4) The Indian doctrine is narrower in scope than the English doctrine
61	Misrepresentation means and includes (1) Positive assertion of unwarranted statements (2) Misstatement of a fact material to the contract (3) Both (a) and (b) (4) None of the above
62	Mistake as to a matter of fact essential to the agreement implies (1) Mistake as to identity of parties (2) Mistake as to subject matter of the contract (3) Mistake as to nature of promise (4) All of the above
63	<i>Non est factum</i> means (1) Document executed in ignorance (2) Document executed under coercion (3) Document executed under undue influence (4) None of the above
64	Ordinarily, passive concealment or mere silence is no fraud. But it may become deceptive in certain cases. Which of the following is such a case? (1) When the person keeping silent is under 'duty to speak' (2) When the silence is itself 'equivalent to speech' (3) 'Half- truths' (4) All of the above

65	<p><i>Quantum meruit</i> means</p> <p>(1) "as much as in earned" (2) "in proportion to the work done"</p> <p>(3) A question of fact (4) All of the above</p>
66	<p>Past consideration means</p> <p>(1) Money received in the past without making even a proposal</p> <p>(2) The price which is more than the promisor's expectation</p> <p>(3) The price paid or service rendered at the desire or request of the promisor followed by a subsequent promise.</p> <p>(4) Both (a) and (b)</p>
67	<p>The preamble to the Indian Contract Act, 1872 is defined as</p> <p>(1) It propounds complete code relating to the contracts</p> <p>(2) It does not propound but defines the legal aspects relating to the contract</p> <p>(3) There is no preamble in this Act</p> <p>(4) None of the above</p>
68	<p>The principle 'Restitution stops where repayment begins', can be applied against.</p> <p>(1) An alien enemy only (2) Minors only</p> <p>(3) Lunatics and idiots only (4) All of the above</p>
69	<p>There occurs a 'breach of contract' when</p> <p>(1) a party having a duty to perform a contract fails to do that</p> <p>(2) A party does an act whereby the performance of the contract by him becomes impossible</p> <p>(3) A party refuses to perform the contract</p> <p>(4) All of the above</p>
70	<p>'Disappointed expectations do not lead to frustrated contracts', In view of this statement, in which of the following cases, the doctrine of frustration will not apply on account of commercial hardship:</p> <p>(1) X agreed to pay a high rent for restaurant because the British troops were stationed in the town. The troops, after sometime, left the town. X pleaded frustration</p> <p>(2) X placed an order with Y for the supply of certain goods, making it clear that they intended to sell it in Australia. But the Australian Government prohibited the import of such goods. X lost his market and pleaded frustration</p> <p>(3) A Hindu father contracted to give his daughter in marriage to Y. The girl expresses her unwillingness to marry Y</p> <p>(4) All of the above</p>
71	<p>Which of the following sections of Indian Partnership Act defines the term "firm"?</p> <p>(1) Section 2(a) (2) Section 2(b) (3) Section 2(c) (4) Section 4</p>
72	<p>A firm is liable for the misapplication by a partner, under section 27 of the Indian Partnership Act, 1932, where</p> <p>(1) The property is received by the firm in the course of its business and the property is misapplied by any partner</p> <p>(2) The property is received by a partner within or without his apparent authority</p> <p>(3) Both (a) and (b).</p> <p>(4) None of the above</p>
73	<p>A Hindu undivided family is entitled to enter into an agreement of partnership with</p> <p>(1) Another joint Hindu family (2) Another partnership firm</p> <p>(3) An individual (4) None of the above</p>
74	<p>A minor admitted to the benefits of the firm under section 30 of the Indian Partnership Act has a right to</p> <p>(1) Share profits and the property of the firm (2) Have access to, inspect and copy accounts of the firm</p> <p>(3) Both (a) and (b) (4) Neither (a) nor (b)</p>
75	<p>A new person can be introduced into a firm as a partner under section 31 of the Indian Partnership Act by</p> <p>(1) Unanimous consent of all the partners (2) Majority consent amongst the partners</p> <p>(3) With the consent of the managing partner (4) None of the above</p>
76	<p>A notice of dissolution of a firm under section 43 of the Indian Partnership Act, once served</p> <p>(1) Cannot be withdrawn at all</p> <p>(2) Can be withdrawn at any time as a matter of right unilaterally</p> <p>(3) Can be withdrawn only with the consent of those upon whom it was served</p> <p>(4) None of the above</p>
77	<p>A partner has no implied authority</p> <p>(1) To enter into a partnership with other persons in another business</p> <p>(2) To borrow money in case of a commercial firm</p> <p>(3) Either (a) or (b).</p> <p>(4) Neither (a) nor (b).</p>
78	<p>A partnership contract based on fraud or misrepresentation</p> <p>(1) Valid</p> <p>(2) Voidable at the instance of the victim of fraud or misrepresentation</p> <p>(3) Voidable at the instance of any of the partners</p> <p>(4) None of the above</p>

79	A transferee of the partner's interest in the firm (1) Becomes a partner in the firm (2) Does not become a partner but gets a right to require accounts or to inspect the books of the firm (3) Does not become a partner but gets right to receive the share of profits of the transferring partner (4) None of the above
80	A suit under section 6 of the Specific Relief Act can be brought by (1) A trespasser (2) A tenant holding over (3) A servant (4) A manager
81	Grant of temporary injunction by virtue of section 37 of the Specific Relief Act, 1963, is regulated by (1) The Code of Civil Procedure, 1908 (2) The Indian Contract Act, 1872 (3) The Transfer of Property Act, 1882 (4) None of the above
82	In cases of specific performance of a contract, the rights of the parties are governed by the principles of (1) Equity (2) Law (3) Both (a) and (b) (4) Neither (a) nor (b)
83	Mere possession of a title is (1) Enough to maintain an action under section 5 of the Specific Relief Act (2) Not enough to maintain an action under section 5 of the Specific Relief Act (3) Possession of a title is not a subject of Specific Relief Act (4) None of the above
84	Section 11 of the Specific Relief Act provides for (1) Specific performance of a part of the contract (2) Defences respecting suits for relief based on contract (3) Specific performance of contracts connected with trusts (4) None of the above
85	Specific Relief Act, 1963 is the product of (1) 7 th Report of Law Commission of India on Specific Relief Act of 1877 (2) 9 th Report of Law Commission of India on Specific Relief Act of 1877 (3) 8 th Report of Law Commission of India on Specific Relief Act of 1877 (4) 10 th Report of Law Commission of India on Specific Relief Act of 1877
86	Under section 37 of the Specific Relief Act, 1963 a temporary injunction can be granted (1) On or before the settlement of issues (2) Before the conclusion of plaintiff's evidence (3) Before the conclusions of defendant's evidence (4) At any stage of the suit
87	Which is incorrect about temporary injunctions (1) Continues until a specific time (2) Finally settles the mutual rights of the parties and directs a party for all the time to do or abstain from doing a thing (3) Can be granted <i>ex parte</i> (4) Preserves the property in dispute in <i>status quo</i> till the disposal of the suit
88	Which of the following is true about the Specific Relief Act? (1) It is procedural law (2) It supplements the Code of Civil Procedure (3) It is founded on English Law (4) All the above
89	A child of void marriage is (1) Entitled to an interest in which his father is a coparcener (2) Not entitled to an interest in which his father is a coparcener (3) May or may not be entitled to an interest in which his father is a coparcener (4) Entitlement of interest in discretionary to the court
90	A decree for restitution of conjugal rights enables the aggrieved spouse for (1) Maintenance under section 25 of Hindu Marriage Act, 1955 (2) Maintenance pendent lite under section 24 of Hindu Marriage Act, 1955 (3) Both (a) and (b) (4) Either (a) or (b)
91	Adoption is recognized under the (1) Hindu Law (2) Muhammadan Law (3) Parsi Law (4) All of the above
92	An order under section 24 of Hindu Marriage Act, 1955 (1) Is an interlocutory order and no appeal lies against it (2) Is an appealable order generally (3) In an appealable order but with the leave of the court only (4) Either (b) or (c)
93	Ceremonies to marriage have been laid down in minute details in (1) Grihya sutras (2) Dharma sutras (3) Dharma shastras (4) All the above
94	In the 'Smritis' the spinda relationship extends, in the line of ascent to (1) Three degrees through the mother and five degrees through the father (2) Five degrees through the mother and seven degrees through the father (3) Four degrees through the mother and six degrees through the father (4) Two degrees through the mother and four degrees the father

95	Insanity is a ground for (1) Getting the marriage annulled as voidable (2) Judicial separation (3) Divorce (4) All the above
96	Non-registration of marriage under section 8 of Hindu Marriage Act, 1955 (1) Invalidates the marriage and calls for imposition of penalty (2) Does not invalidate the marriage but calls for imposition of penalty (3) Neither invalidate the marriage nor calls for imposition of penalty (4) Makes the marriage voidable
97	Relief of permanent alimony (1) Is incidental to the grant of the substantive relief (2) Is independent of substantive relief (3) Is independent of the grant of the substantive relief (4) Either (b) or (c).
98	Section 26 of Hindu Marriage Act, 1955 covers (1) An adopted child (2) Legitimate child (3) Illegitimate child (4) All the above
99	Section 7 of Hindu Marriage Act, 1955 provides for (1) Conditions of marriage (2) Capacity to marry (3) Ceremonies of marriage (4) All the above
100	Spinda relationship includes relationship by (1) Half or uterine blood (2) Full blood (3) Adoption (4) All the above

Rough work