

HERAMB PROFESSIONAL INSTITUTE

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CA-CPT / LAW

MARKS: 40

DURATION: 1 HR

1. Under the sale of Goods Act, 1930 "Buyer" means a person who _____
(a) Buys goods (b) agrees to buy goods (c) either (a) or (b) (d) neither (a) nor (b)
2. "Delivery" as defined under section 2(2) of the sale of Goods Act, means _____
(a) Voluntary transfer of possession (b) Gratuitous transfer of possession
(c) Involuntary transfer of possession (d) Statutory transfer of possession
3. "Delivery" as defined under section 2(2) after sale of Goods Act, means voluntary transfer of _____.
(a) possession (b) ownership (c) risk (d) all of the above
4. Goods are said to be in a _____, when they are in such state that the buyer would, under the Contract, be bound to take delivery of them.
(a) Delivery state (b) Delivered state (c) Processed state (d) clean state
5. A share certificate is a _____
(a) Document of title of Goods (b) Bills of exchange
(c) Document showing title of Goods (d) Instrument of transfer
6. A Bill of lading is a _____
(a) Bill of Exchange (b) promissory note (c) cheque (d) Document of title of Goods
7. Dock Warrant is a _____
(a) Document showing title to goods (b) Document of Title to Goods
(c) Bill of Exchange (d) warrant of Arrest of a person
8. Which of the following are not included in the term "Goods" under the sale Goods Act _____
(a) Stock and shares (b) Actionable claims
(c) Growing Crops, Grass etc. (d) personal use property
9. The term "Goods" in the sale of Goods Act, means _____
(a) Subject matter of the contract of sale (b) Specific Goods only
(c) Ascertained Goods only (d) Ownership
10. Under the sale of Goods Act, 1930, "Mercantile Agent" should have authority _____
(a) In the customary course of business as such agent

(b) as specified in the contract of agency

(c) as specified by the buyer

(d) as specified by the seller

11. To constitute a valid sale, there must be atleast _____
(a) One parties (b) Two parties (c) Three parties (d) Four parties
12. In a contract of sale (as against an agreement to sell), the property in Goods is transferred in _____
(a) Past (b) Present (c) future (d) there is no transfer of property at all.
13. A sale of Goods under the sale of Goods Act, creates _____
(a) a jus in personam (b) a jus in rem (c) both (a) and (b) (d) Neither (a) nor (b)
14. Repairs of a car and supply of spare parts required for such repairs is _____
(a) a contract of sale (b) an agreement to sell
(c) a contract for Work and Labour (d) not a valid agreement at all
15. Where by a contract of sale, the seller purports to effect a present sale of future goods, the contract _____
(a) Is an invalid agreement (b) operates as a agreement to sell
(c) is a valid contract of sale (d) Is an illegal and void agreement
16. In a contract of sale, the price may be _____
(a) fixed by the contract (b) agreed to be fixed in a manner thereby agreed
(c) determined by course of dealings between the parties (d) all of the above
17. Where no price is fixed by express agreement or by implication, the buyer shall pay the seller _____
(a) Net realizable value (b) reasonable price (c) Resale price (d) A dhoc price
18. A stipulation in a contract of sale with reference to the goods which are the subject matter thereof may be _____
(a) Condition (b) Warranty (c) Condition precedent (d) Either (a) or (b)
19. The breach of a "Condition" in a contract of sale of Goods, gives the right to _____
(a) repudiate the contract (b) claim for damages only
(c) Either (a) or (b) (d) both (a) and (b)
20. Waiver of a condition in a contract of sale, u/s 13 of the sale of Goods act, is deemed in cases of _____

- (a) legal impossibility (b) lack of consideration
(c) lack of consensus-ad-idem (d) destruction of Goods

21. When the buyer's right of quiet possession of Goods is affected by the seller's fault, the former can ____
(a) Reject the goods (b) claim for damages (c) Repudiate the contract (d) all of the above
22. Section 17 of the sale of Goods Act, provides for Implied conditions in a contract of sale of goods by ____
(a) sample (b) description (c) sample as well as description (d) auction
23. In case of sale of Goods by sample, there is _____ that the Goods shall correspond with the sample in quality .
(a) an implied warranty (b) no implied warranty (c) an implied condition (d) no implied condition
24. In respect of _____ Goods, the property in the Goods is transferred to the buyer at such time as the Parties intend in to be transferred.
(a) future (b) unascertained (c) contingent (d) specific or Ascertained
25. Section 23 of the sale of Goods Act, applies to a contract for sale of unascertained Goods _____
(a) by description (b) by sample (c) by patent or other trade name (d) by description and sample
26. Risk prime facie passes with _____
(a) property or ownership (b) completed agreement (c) verification and delivery of goods
(d) payment of price
27. Ordinarily, if any person who does not possess a good title to the Goods makes a sale, the buyer _____ even though he has acquired it bonafide and for value.
(a) would acquire title (b) would acquire possession
(c) would not acquire title (d) would not acquire possession
28. Delivery of Goods sold to the buyer, u/s section 33, can be _____
(a) Actual (b) constructive (c) symbolical (d) all of the above
29. In case of acquisition of future Goods by seller, the duty of the seller is to _____
(a) actually deliver the goods (b) request buyer to apply for delivery
(c) notify the buyer that the goods have been acquired by him (d) deliver the goods to a carrier
30. In case of a mixed-delivery, i.e. with Goods of different description, the buyer can _____
(a) Accept the contracted goods and reject the rest (b) reject the entire lot
(c) Either (a) or (b) (d) Neither (a) nor (b)

31. Section 39(3) of the sale of Goods Act, relating to insurance, is applicable where the seller sends the Goods to the buyer by a route involving _____
(a) Sea-transit (b) air-transit (c) rail-transit (d) road-transit
32. The seller of Goods is deemed to be an unpaid seller when the _____ of the price has not been Paid or tendered
(a) whole (b) part (c) substantial portion (d) minimal portion
33. The term "Unpaid seller" includes _____
(a) Agent of the buyer (b) Agent of the seller
(c) Agent of the carrier/transporter (d) all of the above
34. The right of lien is available to the unpaid seller, only when _____
(a) He is not in possession of the goods (b) He is in possession of the goods
(c) He has delivered the goods to the carrier/transporter
(d) He has delivered the goods to the buyer
35. The unpaid seller of goods can waive his right to lien _____
(a) expressly (b) impliedly (c) either expressly or impliedly (d) expressly and impliedly
36. Section 54 of the sale Goods Act, provides for the unpaid seller's _____
(a) right of stoppage in transit (b) right of lien (c) right of re-sale (d) all of the above
37. In the case of _____, the sale may be notified to be subject to a reserve or upset price.
(a) sale by description (b) sale by auction (c) sale by sample (d) sale by estoppel
38. Risk follows ownership _____
(a) only when goods have been delivered (b) only when price has been paid
(c) whether delivery has been made or not (d) even when price has not been paid
39. The right on lien exercised by an unpaid seller is to _____
(a) retain possession (b) regain possession (c) recover price and other charges (d) recover damages
40. An unpaid seller can exercise the right of stoppage in transit when the Carrier holds the goods _____
(a) as seller's agent (b) as Buyer's agent (c) as agent of both of them (d) in his own name