

# ZIA JUDICIALS

## SRA TEST SERIES

**MM: 100**

**TIME: 1:30 hrs.**

**\* 0.25 negative marking**

**1. The burden to prove adverse possession is on**

- A. Court
- B. Defendant
- C. Plaintiff
- D. None of the above

**2. The suit for possession under Section 5 of Specific Relief Act can be filed within**

- A. 3 years
- B. 6 month
- C. 12 months
- D. 30 months

**3. What is true about Specific Relief Act**

- A. It is a procedural law
- B. It supplements CPC
- C. It is founded on English law
- D. All of the above

**4. Under section 10 of Specific Relief Act which of the following can be specifically enforced**

- A. Contingent contract
- B. To form a partnership
- C. Chattel of special value
- D. Separation deed

**5. In case of cancellation under section 31 of the Specific Relief Act the relief of specific performance**

- A. Can be supplemented
- B. Can be in alternative
- C. Out of question
- D. All of the above

**6. A declaration made is binding on**

- A. Parties to the suit
- B. Persons claiming through the parties to the suit
- C. Where any party is a Trustee in the person for whom such parties would be trustees
- D. All of the above

**7. General principles on which the perpetual injunction can be granted in Specific Relief Act are contained in**

- A. Section 37
- B. Section 38

C. Section 39

D. Section 40

**8. A claim for damages in the suit for injunction can be laid**

A. Under section 38

B. Under section 39

C. Under section 40

D. Under section 37

**9. In cases of specific performance of contract the rights of parties are governed by principle of**

A. Equity

B. Law

C. Equity and law

D. None of the above

**10. Section 9 of Specific Relief Act provides for**

A. The grounds on which specific performance of contract can be granted

B. The defences which a person against whom the relief of specific performance is claimed may plead

C. The defences which a person against whom the relief of specific performance is claimed cannot plead

D. The grounds on which specific performance of contract cannot be granted

**11. The specific performance of contract can be granted in respect of**

A. Immovable properties

B. Chattels

C. Both a and b

D. Only a

**12. Section 12 of Specific Relief Act permits the grant of specific performance of a part of contract**

A. Where the part left unperformed bears only a small portion of the whole in value and admits of composition in money

B. Where the part left unperformed is a substantial portion of the whole in value and admit the compensation in money

C. Where the part left unperformed is small portion of whole in subject Matter and does not admit the compensation in money

D. Both a and b

**13. Section 37 of Specific Relief Act provides that a perpetual injunction can be granted**

A. During the pendency of suit

B. By the decree

C. Both a and b

D. Either A or B

**14 The relief by way of mandatory injunction is**

A. Prohibitory

B. Mandatory

C. Discretionary

D. None of the above

**15. For violation of decree of perpetual injunction remedy is available under**

A. Order 21 rule 32 of CPC

- B. By way of application To police
- C. Under order 21 rule 33
- D. under order 21 rule 34

**16. A suit cannot be brought under Section 6 of the Specific Relief Act, against \_\_\_\_**

- A. Private Person
- B. Rajasthan Development Authority
- C. PVR Cinema
- D. A company

**17. The specific performance of a contract may be obtained by \_\_\_\_\_**

- A. Where the contract has been entered into by a tenant for life in due exercise of a power, the remainder man.
- B. Where the contract is a settlement on marriage, any person beneficially entitled there under
- C. Both (a) and (b) above
- D. Only (b) not (a)

**18. A contract cannot be specifically enforced which is dependent on the personal qualification as per section \_\_\_\_\_**

- A. 14 (a) of the S.R.A.
- B. 14 (c) of the S.R.A.
- C. 14 (b) of the S.R.A.
- D. 14 (d) of the S.R.A.

**19. Mark the incorrect statement \_\_\_\_\_**

Following contracts cannot be specifically enforced

- A. A contract which is in its nature determinable
- B. A contract in which the act agreed to be done is such that compensation in money for its non-performance would not afford adequate relief
- C. A contract the performance of which involves the performance of a continuous duty which the court cannot supervise
- D. None of the above

**20. An instrument under Specific Relief Act may be rectified upon \_\_\_\_\_**

- A. Fraud
- B. Mistake of law
- C. Both (a) and (b) above
- D. None of the above

**21. A contracts to sell certain lands to B for Rs. 5,000 A afterwards conveys the land for Rs. 60,000 to C, who has notice of the original contract. Here \_\_\_\_\_**

- A. B may enforce specific performance of the contract as against C

- B. B cannot enforce specific performance of the contract as against C as he purchase land for value
- C. B cannot enforce specific performance of the contract against C as he is not the party to contract with B
- D. Both (b) and (c) above

**22. Mark the incorrect statement**

- A. Specific performance, being an equitable remedy, is totally a matter of the courts discretion, to be exercised in the facts and circumstances of the case.
- B. The Court is bound to grant specific performance only because it is lawful to do so.
- C. The Court shall not refuse to any party specific performance of a contract merely on the ground that the contract is not enforceable at the instance of the other party.
- D. (b) and (c) both

**23. Which section deals with the cases in which specific performance of contract enforceable**

- A. Section 14
- B. Section 12
- C. Section 10
- D. None of the above

**24. Mark the incorrect answer \_\_\_\_\_**

An injunction under Specific Relief Act, 1963, cannot be granted\_\_\_\_\_

- A. When the plaintiff has personal interest in the matter
- B. To prevent the breach of a contract the performance of which would be specifically enforced
- C. When the conduct of the plaintiff or his agents has been such as to entitle him to be the assistance of the Court
- D. Either (a) or (b) or (c)

**25. Under which section of the Specific Relief Act, Mandatory injunctions be granted \_\_\_\_\_**

- A. Section 36
- B. Section 37
- C. Section 38
- D. Section 39

**26. Section 27 of the Specific Relief Act, deals with**

- A. When instrument may be rectified
- B. When rescission may be adjudged or refused
- C. Power to award compensation in certain cases
- D. Discretion as to decreeing specific performance

**27. Specific relief is granted for enforcing \_\_\_\_\_**

- A. Penal laws

- B. Personal criminal liability
  - C. Individual civil rights
  - D. Both (a) and (c)
- 28. An order or Decree under Section 6 of the Specific Relief Act is \_\_\_\_\_**
- A. Appealable
  - B. Reviewable
  - C. Both (a) and (b) above
  - D. Neither (a) nor (b)
- 29. To grant a decree of specific performance for the court is \_\_\_\_\_**
- A. Mandatory
  - B. Discretionary
  - C. Obligatory
  - D. Arbitrary
- 30. Which of the following contracts cannot be specifically enforced**
- A. A contracts to sell to B certain number of railway shares of a particular description. A refuse to complete the sale
  - B. A holds certain stocks in trust of B. A wrongfully disposes of the stock
  - C. A is a trustee of land with power to lease it for 7 years. He enters into a contract with B to grant a lease of the land for 7 years ,with a covenant to renew the lease the lease at the expiry of the term
  - D. All of the above
- 31. In which of the following cases, the specific performance of a contract is not possible**
- A. A contract to give in marriage
  - B. An agreement by an eminent Professor of Constitutional Law to deliver a course of lectures at the Delhi University
  - C. A contracts to supply B with all the goods of a certain class which B may require in future
  - D. All of the above
- 32. A and B contract to become partners in a certain business, the contract not specifying the duration of the proposed partnership**
- A. The contract is specifically enforceable
  - B. The contract is not specifically enforceable
  - C. The contract is not specifically enforceable as no period has been fixed in the contract for duration of the partnership and either partner may dissolve at will
  - D. The contract is specifically enforceable because A and B intended to become partners in a certain business
- 33. In which of the following cases, the specific performance of a contract is possible**
- A. A contracts to marry B
  - B. A contracts with B to sing for the latter for one year at B's theatre
  - C. A contract of employment

D. A contracts to sell certain land to B because A and B intended to become partners in a certain business

**34. Which of the following is correct**

A. A contract to sell certain land to B for Rs. 5000. A afterwards conveys the land for Rs. 6000 to C, who has notice of the original contract. B may enforce specific performance of the contract as against C

B. A contract to sell land to B for Rs. 5000 .B takes possession of the land .Afterwards A sells it to C for Rs. 6000. C makes no enquiry of B, relating to his interest and he may enforce specific performance of the contract against C

C. Both (a) and (b)

D. Only (b)

**35. A contracts with B to sing for twelve months at B's theatre and not to sing in public elsewhere**

A. B cannot obtain specific performance to sing but he is entitled to an injunction restraining A from singing at any other place of public entertainment

B. B can only obtain specific performance to sing

C. B could not only obtain specific performance to sing but he is also entitled to an injunction restraining A from singing at any other place of public entertainment

D. None of the above

**36. A proposes to sell to B a freehold estate free from all encumbrances. B discovers that the estate is mortgaged to C for the full amount of purchase-money**

A. B may compel A to redeem the mortgage and obtain a conveyance from the mortgagee

B. B cannot compel A to redeem the mortgage and obtain a conveyance from the mortgagee

C. B may compel C to redeem the mortgage and obtain a conveyance from the mortgagee

D. None of the above

**37. A contracts with B to buy from B's manufactory, and not elsewhere, all the goods of a certain class used by A in his trade**

A. The court cannot compel B to supply ,but if he dies not supply them, A may be ruined unless he is allowed to buy them elsewhere

B. Specific performance of the contract should be refused to B

C. Both (a) and (b)

D. Only (b)

**38. A, a Hindu , in a suit to which B, his alleged wife, and her mother, are defendants, seeks a declaration that his marriage was duly solemnized and an order for the restitution of his conjugal rights. The court makes the declaration and order. C, claiming that B is his wife, then sues A for the recovery of B**

A. The declaration made in the former suit is not binding upon C

B. The declaration made in the former suit is binding upon C

- C. The declaration made in the former suit is ALWAYS binding upon C  
D. None of the above
- 39. A, proceeding to Europe , leaves his furniture in charge of B as his agent during his absence. B, without A's authority ,pledges the furniture to C, and C knowing that B had no right to pledge the furniture, advertise it for sale**
- A. C cannot be compelled to deliver the furniture to A  
B. C may be compelled to deliver the furniture to A for he holds it as A's trustee  
C. C may be compelled to deliver the furniture to B for he holds it as B's trustee  
D. None of the above
- 40. A pledges certain jewels to B to secure a loan. B disposes of them before he is entitled to do so. A, without having paid or tendered the amount of the loan, sues B for the possession of the jewels**
- A. The suit should be dismissed ,as A is not entitled to their possession, whatever right he may have to secure their safe custody  
B. The suit is valid, as A is entitled to their possession  
C. The suit is invalid  
D. None of the above
- 41. Which of the following contracts are specifically enforceable**
- A. A contract for the sale of a patent  
B. A contract to assign a copyright  
C. Both (a) and (b)  
D. Only (b)
- 42. Under Sec. 10 of the Specific Relief Act, which of the following can be specifically enforced**
- A. Contingent contract  
B. Contract to form a partnership  
C. Contract to deliver chattel of special value  
D. Separation deeds
- 43. Under Sec. 37 of the Specific Relief Act, a temporary injunction can be granted**
- A. On or before the settlement of issues  
B. Before the conclusion of plaintiff's evidence  
C. Before the conclusion of defendant's evidence  
D. At any stage of the suit
- 44. Under the Specific Relief Act, a suit for recovery of possession can be filed**
- A. Only in respect of movable property  
B. Only in respect of immovable property  
C. in respect of both movable and immovable property  
D. one of the above
- 45. The objection as to the maintainability of a suit for declaration without further relief**
- A. Must be taken at the earliest stage

- B. Can be taken at any stage of the proceeding
- C. Can be taken for the first time in appeal
- D. None of the above

**46. Which of the following contracts can be specifically enforced by the court**

- A. Suit for the execution of a formal deed of partnership, the parties having commenced to carry on the business to carry on the business of the partnership
- B. Suit for the enforcement of a contract to execute a mortgage or furnish any other security for securing the repayment of any loan which the borrower is not willing to repay at once
- C. Both (a) and (b)
- D. Only (a)

**47. Which of the following is correct**

- A. A contract to refer present or future differences to arbitration shall not be specifically enforced except as provided by the Arbitration Act
- B. The contracts lacking an intention to contract can be specifically enforced
- C. Both (a) and (b)
- D. Only (a)

**48. Which of the following is not correct**

- A. The court shall not refuse to any party specific performance of a contract merely on the ground that the contract is not enforceable at the instance of the other party
- B. The jurisdiction to decree specific performance is discretionary and the court is not bound to grant such relief merely because it is lawful to do so
- C. The ordinary rule is that specific performance should be granted
- D. Relief in specific performance is not an equitable relief

**49. Any person suing for the specific performance of a contract for the transfer of immovable property may, in an appropriate case, ask for**

- A. Possession or partition and separate possession of the property in addition to such performance
- B. Refund of any earnest money or deposit paid or made to him. In case his claim for specific performance is refused
- C. Both (a) and (b)
- D. Only (a)

**50. If a person is dispossessed without his consent of immovable property otherwise than in due course of law, he may file a suit for recovery of possession under Sec. 6 the Specific Relief Act within a period of**

- A. 3 Months
- B. 6 Months
- C. 9 Months
- D. 12 Months

**51. In which of the following cases, the specific performance of a contract is possible:**

- A. A agrees to sell B a hundred tons of oil.



- B. An agreement to sell land to a minor.
- C. A tenancy from year to year determinable by either by a 6 months notice
- D. An agreement to deal in smuggled goods.

**52. A, a tenant for life of certain property, assigns his interest therein to B,C contracts to buy, and B contracts to sell, is that interest. A dies the day after the contract is executed.**

- A. If B and C are equally ignorant or equally aware of the fact, B is entitled to specific performance of the contract.
- B. If B knew the facts and C did not, specific performance of the contract should be refused to B.
- C. Both (a) and (b) are correct.
- D. Only (a) is correct

**53. Under Sec.6 of the Specific Relief Act:**

- A. A tenant can file a suit for possession even against the landlord on the ground that he was unlawfully dispossessed by the landlord.
- B. No question of title either of the plaintiff or of the defendant can be raised or gone into that case.
- C. Both (a) and (b) are correct
- D. Both (a) and (b) are incorrect

**54. While A and B are in joint possession, C dispossesses A alone from his half share. A sues under Sec.6 of the Specific Relief Act:**

- A. A can claim possession of his half share
- B. A can claim exclusive possession
- C. A cannot claim possession
- D. None of the above

**55. Which of the following reliefs is specific?**

- A. Legal relief
- B. Equitable relief
- C. Common law relief
- D. None of the above

**56. The Specific Relief Act, 1963 is**

- A. Exhaustive
- B. Exhaustive, relating to all kinds of specific relief
- C. Not Exhaustive
- D. None of the above

**57. The Law of Specific Relief is a part of**

- A. Substantive law
- B. Procedural law
- C. Either (A) and (B)
- D. None of the above

**58. Which of the following specific reliefs can be granted under the Specific Relief Act?**

- A. Rescission of contracts
- B. Cancellation of instruments
- C. Both (A) and (B) are correct
- D. None of the above

**59. The Specific Relief Act, 1963 is**

- A. Founded on English equity jurisprudence.
- B. It is permissible to refer to English Law where the act does not deal specifically with any topic.
- C. Both (A) and (B) are correct
- D. None of the above

**60. The Specific Relief Act, 1963 extends to the-**

- A. Whole of India
- B. Whole of India, except the State of Jammu and Kashmir
- C. Whole of India, except the State of Jammu and Kashmir, Assam and Nagaland
- D. Whole of India, except the State of Jammu and Kashmir and Nagaland

**61. How many Chapters and Sections (including repeated sections) are there in the Specific Relief Act, 1963?**

- A. 6 Chapters and 40 Sections
- B. 7 Chapters and 42 Sections
- C. 8 Chapters and 44 Sections
- D. 10 Chapters and 60 Sections

**62. "Obligation" includes every enforceable by law.**

- A. Right
- B. Duty
- C. Liability
- D. Penalty and sentence

**63. A person entitled to the possession of specific immovable property may recover it in the manner provided by the-**

- A. Civil procedure Code, 1908
- B. Indian Contract Act, 1872
- C. Transfer of Property Act, 1882
- D. Indian Easements Act, 1882

**64. Section 7 of the Specific Relief Act deals with recovery of the specific-**

- A. Immovable property
- B. Movable property
- C. Cooperative property
- D. Cash, currency-notes and coins

**65. What defence may be pleaded in respect of a suit for the relief based on contract?**

- A. Any ground which is available to him under the Civil Procedure Code
- B. Any ground which is available to him under the Transfer of Property Act
- C. Any ground which is available to him under the relating to contracts
- D. Any ground which is available to him under the Consumer Protection Act

**66. Under Section 8 of the Aforesaid Act, against whom relief may be sought by a person entitled to immediate possession?**

- A. A person who has possession on the property
- B. A person who has control on the property
- C. A person who has possession or control on the property
- D. A person who has possession or control on the property of which he is not the owner

**67. Under which Section of the Specific Relief Act, 1963 , the rights of the purchaser or lessee against the person with no title or imperfect title have been enshrined?**

- A. Section 11
- B. Section 12
- C. Section 13
- D. Section 14

**68. What is the Act No. of the Specific Relief (Amendment) Act, 2018**

- A. Act No.28 of 2018
- B. Act No.18 of 2018
- C. Act No.16 of 2018
- D. Act No.3 of 2018

**69. Under which provisions the specific performance of a contract will not be enforced by the Court?**

- A. Section 11, 12 and 16
- B. Section 14, 16 and 18
- C. Section 11(2), 14 and 16
- D. Section 12(3), 22 and 10

**70. Which contract cannot be specifically enforced?**

- A. Where a party to contract has obtained substituted performance of contract in accordance with the provision of Sec. 20
- B. A contract the performance of which involves the performance of a continuous duty which the court cannot supervise
- C. A contract which is so dependent on the personal qualification of the parties that the court cannot enforce specific performance of its material terms
- D. All the above

**71. What power the Court has to assist it on any specific issue involved in the suit?**

- A. Has no power
- B. Can appoint an expert
- C. Can engage one or more experts if it considers necessary to get opinion of an expert
- D. None of the above

**72. In which section provision regarding substituted performance of contract has been made?**

- A. Section 18
- B. Section 19
- C. Section 20
- D. Section 19 and 20

**73. How many days notice to the party who broke the contract shall be given by the victim party under the Specific Relief Act, 1963?**

- A. 45 days
- B. 30 days
- C. 60 days
- D. 15 days

**74. Under Section 10 of the Specific Relief Act, which of the following can be specifically enforced:**

- A. Contingent contract
- B. Contract to form a partnership
- C. Contract to deliver chattel of special value
- D. Separation deeds

**75. Which section of the SRA provides for the court's discretion to grant specific performance:**

- A. Section 20
- B. Section 21
- C. Section 22
- D. Section 23

**76. In a suit for specific performance of a contract the plaintiff may claim compensation for its breach:**

- A. In addition to such performance
- B. In substitution of such performance
- C. Both (a) and (b)
- D. Only (b)

**77. The instrument under the provisions of SRA may be rectified if:**

- A. Misrepresentation by a party
- B. Undue influence by a party
- C. Mutual mistake of parties
- D. All of the above

**78. A declaratory decree is a decree declaratory of right:**

- A. Which is doubtful
- B. Which requires to be declared
- C. Both (a) and (b)
- D. Only (b)

**79. Consequential or further relief is mentioned in:**

- A. Proviso Section 34
- B. Explanation Section 34
- C. Both (a) and (b)
- D. None of the above

**80. Which of the following contracts are specifically enforceable:**

- A. A contract for the sale of a patent
- B. A contract to assign a copyright
- C. Both (a) and (b)
- D. Only (b)

**81. A suit of recovery of possession under Section 6 cannot be filed against:**

- A. A private individual
- B. A company
- C. A government
- D. A firm

**82. Decree of specific performance for movable property can be granted**

- A. In case the seller fails to supply the goods
- B. When the goods are not available with the seller, but the equivalent are available with third persons
- C. When the plaintiff sues for a 50 year old painting
- D. Where movable property has been destroyed

**83. A sues B for the specific performance of contract. In the plaint, A seeks the relief of specific performance. How does not seek any relief in the alternative. The court determines that it cannot order the specific performance of the contract. Can the court award compensation instead?**

- A. Yes, as Specific Relief Act directs that compensation must be awarded
- B. Compensation can be awarded since Order VII, Rule 7 of the CPC provides that any other relief can be awarded and the same does not have to be specifically pleaded
- C. Compensation can be awarded only after the Court allows the plaint to be amended for including a claim for compensation
- D. No, damages cannot be awarded since the relief of specific performance and of compensation are inconsistent pleadings, and therefore no amendment can be brought to this effect

**84. The relief by way of mandatory injunction is:**

- A. Prohibitory
- B. Mandatory
- C. Discretionary
- D. None of these

**85. The relief of injunction cannot be granted**

- A. When equally efficacious relief can be obtained by any other usual mode of proceedings
- B. The plaintiff has not come to the court with clean hands

- C. To prevent nuisance when it is not reasonably clear
- D. All of these

**86. Can an interim injunction be granted in a suit for declaration?**

- A. Yes
- B. No
- C. Depends
- D. None of the above

**87. Section 31 of the SRA is limited to a suit for cancellation of a written contract only**

**The statement is.....**

- A. True
- B. False
- C. Partly correct
- D. None of the above

**88. What is the period of limitation fixed for filing a suit for Specific performance of a contract?**

- A. 2 years
- B. 3 years
- C. 7 years
- D. 14 years

**89. Which of the following sections of SRA deals with recovery of specific immovable property?**

- A. Section 3
- B. Section 4
- C. Section 5
- D. Section 6

**90. Obligation is defined in section**

- A. Section 2(a)
- B. Section 2(b)
- C. Section 2(c)
- D. Section 2(d)

**91. Which of the following is leading case in recovery of specific movable property?**

- A. Oliver v Oliver
- B. Donald v Suckling
- C. S R ejaz case
- D. Both (a) and (b)

**92. A contract of employment by or against an employer**

- A. Can be specifically enforced
- B. Cannot be specifically enforced
- C. Depends
- D. None of the above

**93. Which of the following section of SRA deals with rectification?**

- A. Section 23
- B. Section 24
- C. Section 25
- D. Section 26

**94. Third party declaration under Specific relief is**

- A. allowed
- B. not allowed
- C. it depends upon circumstances
- D. None of the above

**95. A want to declare that 'S' is not the legitimate son of 'A'. It will be:**

- A. allowed
- B. not allowed
- C. discretion of court
- D. none of the above

**96. In which case Injunction related to surprise visit has been discussed:**

- A. Razia Begum v Sahibzadi Anwar Begum
- B. V.R reddy v. K.S. Reddy
- C. Anton Pillar K.G. v. Manufacturing Process Pvt. Ltd.
- D. Mareva Compania Naviera v. International Bulk Carrier SA. Mareva

**97. Specific performance in cases related to Fudiciary relationships is given under:**

- A. Section 9 of SRA
- B. Section 10 of SRA
- C. Section 11 of SRA
- D. Section 12 of SRA

**98. Under which Section of SRA court have power to engage with experts.**

- A. Section 14
- B. Section 14 A
- C. Section 20
- D. Section 20 A

**99. Who will give the expert expenditure of the experts :**

- A. Parties
- B. Court
- C. legal state service authority
- D. no such provision available

**100. Injunction to perform negative agreement is given under :**

- A. Section 41
- B. Section 42
- C. Section 44
- D. None of the above

ZIA JUDICIALS



**SRA ANSWER KEY**

NO.	ANS.	NO.	ANS.	NO.	ANS.	NO.	ANS.	NO.	ANS.
1	C	21	A	41	D	61	C	81	C
2	C	22	B	42	C	62	B	82	C
3	D	23	C	43	D	63	A	83	C
4	C	24	D	44	C	64	B	84	C
5	C	25	D	45	A	65	C	85	D
6	D	26	B	46	C	66	D	86	B
7	B	27	C	47	D	67	C	87	B
8	C	28	D	48	D	68	B	88	B
9	C	29	B	49	C	69	C	89	C
10	B	30	C	50	B	70	D	90	A
11	D	31	D	51	C	71	C	91	D
12	A	32	C	52	C	72	C	92	B
13	B	33	D	53	C	73	B	93	D
14	C	34	C	54	A	74	C	94	B
15	A	35	A	55	B	75	A	95	A
16	B	36.	A	56	C	76	C	96	C
17	C	37	C	57	B	77	C	97	C
18	C	38	A	58	C	78	C	98	B
19	B	39	B	59	A	79	A	99	A
20	C	40	A	60	B	80	D	100	B

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