

UDHNA COLLEGE

Semester – 5

**Subject: Business Regulatory Framework
Sale of Goods Act, 1930
MCQ QUESTION BANK**

- 1. "Delivery" is 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
- 2. "Delivery" within the meaning of the Sale of Goods Act, can be**
 - A. Symbolic
 - B. Actual
 - C. Constructive
 - D. Either (a) or (b) or (c)
- 3. "Warehouse keeper's certificate" is a document of title to "goods" within the meaning of Section 2(4) of the Sale of Goods Act.**
 - A. TRUE
 - B. FALSE
 - C. Partly true
 - D. Conditionally true
- 4. cannot be a subject matter of Sale of Goods**
 - A. Grass
 - B. Electricity
 - C. Money
 - D. All of the above
- 5. is the concept of "LET THE BUYER BEWARE".**
 - A. Information Centre
 - B. Unfair Trade Practices
 - C. Caveat Emptor
 - D. Buyer Kingdom
- 6. and are the two parties involved in Contract of Sale**
 - A. Seller & Buyer
 - B. Agent & Principle
 - C. Customer & Salesman
 - D. Customer and supplier
- 7. is a stipulation which is collateral to purpose of contract**
 - A. Condition
 - B. Warranty
 - C. Guaranty
 - D. Collateral Contract

8. A bill of exchange is a document of title to goods

- A. TRUE
- B. Partly True
- C. Conditionally True
- D. FALSE

9. A Bill of Lading is a-

- A. Bill of Exchange
- B. Promissory Note
- C. Cheque
- D. Document of Title to Goods

10. A consideration in contract of sale must be only

- A. Goods
- B. Movable only
- C. Price
- D. Purchase

11. A sale is a contract

- A. Implied
- B. Executed
- C. Agreed
- D. Executory

12. A sale is said to be completed when is transferred from one party to the other party

- A. Money
- B. Goods
- C. Interest
- D. Ownership

13. A sold his laptop to B, but for some repairing purpose A retained the laptop with him. The laptop is stolen by C, in this case the loss will fall on

- A. B
- B. C
- C. A
- D. None of them

14. An agreement to sell is a Contract

- A. Implied
- B. Executed
- C. Agreed
- D. Executory

15. An agreement to sell the transfer of ownership is

- A. Definite
- B. Mandatory
- C. Conditional
- D. Immaterial

16. An agreement to sell will become a sale in

- A. Future date
- B. Immediate effect
- C. 30 days
- D. None of the above

17. As per Sale of Goods Act Movable goods does not include

- A. Grass
- B. Growing crop
- C. Electricity
- D. Money

18. For passing of property in goods the goods should be in a

- A. Deliverable state
- B. Non-deliverable state
- C. Consumable state
- D. Ready state

19. Goods means every kind of Property

- A. Saleable
- B. Immovable
- C. Existing
- D. Movable

20. Goods that are identified at the time of contract of sale is called goods

- A. Specific Goods
- B. Ascertained goods
- C. Clear Goods
- D. Both 1 & 2

21. In Agreement to sell the transfer of property in goods from the seller to the buyer takes place

- A. At the end of contract
- B. Immediately
- C. In a future Date
- D. Both 1 & 2

22. In an agreement to sell, the property in

- A. Past
- B. Present
- C. Future
- D. There is no transfer of property at all

23. In an agreement to sell, where good lie with the buyer, the risk of loss of goods remains with

- A. Either Buyer or seller
- B. Buyer only
- C. Seller only
- D. Buyer and Seller to the extent of their shares

24. In case of agreement to sell the seller can sue the buyer for in case of breach

- A. Damages
- B. Price
- C. Interest
- D. Fraud

25. In case of sale the risk is associated with

- A. Money
- B. Goods
- C. Ownership
- D. Possession

26. In case of sale the seller can sue the buyer for in case of breach

- A. Damages
- B. Price
- C. Interest
- D. Fraud

27. In contract of sale the payment of price is to the transfer of property in goods

- A. Concurrent
- B. Important
- C. Mandatory
- D. Immaterial

28. In sale after the sale is done, the goods are in the possession of the seller, in case of loss of goods, the loss will fall on the

- A. Offeror
- B. Buyer
- C. Seller
- D. Surety

29. In sale in case of loss of goods, the loss will fall on the

- A. Offeror
- B. Buyer
- C. Seller
- D. Surety

30. In sale the transfer of property in goods from the seller to the buyer takes place

- A. At the end of contract
- B. Immediately
- C. In a future Date
- D. Both 1 & 2

31. It is a standard rule that risk follows

- A. Seller
- B. Buyer
- C. Property
- D. Possession

32. Price consideration in a contract of sale can be-

- A. Only by way of money
- B. Only by way of goods in return
- C. Partly by way of money or partly by way of goods in return
- D. No consideration is required at all

33. Section of the Sale of Goods Act, 1930 defines the term "Buyer"

- A. 2(1)
- B. 2(2)
- C. 2(3)
- D. 2(4)

34. The goods must be goods for transferring the property in the goods

- A. Ascertained
- B. Unascertained
- C. Future
- D. All of the above

35. The objective of the Sale of Goods Act, 1930 is to define and amend the law relating to

- A. Sale of immovable properties
- B. Sale of Goods
- C. Agreement to sell
- D. All of the above

36. The Sale of Goods Act deals only with goods which are in nature

- A. Immovable
- B. Movable
- C. Specific
- D. All of the above

37. The Sale of Goods Act enforces in the year

- A. 1935
- B. 1930
- C. 1945
- D. 1955

38. The subject matter of the contract must necessarily be

- A. Sale
- B. Product
- C. Service
- D. Goods

39. The subject matter of the contract under Sale of Goods Act must be

- A. Money
- B. Goods
- C. Immovable Goods
- D. All of the above

40. The term "Goods" under Sale of Goods Act, 1930 covers

- A. Immovable property
- B. Movable property
- C. Both movable and immovable property
- D. Personal use property

41. The word "Property" in the Sale of Goods Act, 1930 means

- A. Ownership of title
- B. Seller or transferer
- C. Buyer or purchaser
- D. All of the above

42. To constitute a valid sale, there must be atleast

- A. One parties
- B. Two parties
- C. Three parties
- D. Four parties

43. Transfer or agree to transfer the of the goods is the purpose of Sale of Goods Act

- A. Property
- B. Possession
- C. Value
- D. Usage

44. Under the Sale of Goods Act "fault" means

- A. Non-payment of price by Buyer
- B. Non-delivery of goods by seller
- C. Any wrongful act or default
- D. Any act or omission decided by the court

45. Under the Sale of Goods Act, 1930 defines the term Specific Goods it meant as -

- A. Goods identified and agreed upon
- B. Goods which are not capable of identification
- C. Generic goods
- D. Unascertained goods

46. Under the Sale of Goods Act, "future goods" means- sale with the

- A. Goods which have perished before the contract of sale
- B. Goods which are to be manufactured or acquired by the seller after making the contract of
- C. Goods which are already available
- D. Goods which come into being upon happening of contingency.

47. When no consideration is paid by the buyer for the goods received from the seller it is called-

- A. Sale of immovable properties
- B. Barter
- C. Gift
- D. Bailment

48. Which is an instance of Symbolic Delivery of Goods-

- A. Abandonment by a person who is in possession of the goods
- B. Transfer of a bill of lading
- C. Physical delivery of goods
- D. All of the above

49. Which of the following is not a subject matter in a Sale of Goods Act

- A. Trade mark
- B. Good will
- C. Money
- D. Water

50. Which of these is a Document of title to goods?

- A. Usance promissory note
- B. International Bill of Exchange
- C. Bill of Lading
- D. Account payee crossed cheque