



MP TEST SERIES

PAPER #3

(Tuesday, 13/12/2023)

Important Instructions-

- (a) Question paper includes II Parts i.e. Contract & S.R.A.
- (b) All questions are compulsory
- (c) Time allotted 2 Hours only
- (d) Each question carries one mark.
- (e) There shall be no negative marking

CONTRACT ACT

- Q.1 Indian Contract Act, 1872 was enforced on-
- (a) 1st January, 1872
 - (b) 1st October, 1872
 - (c) 1st September, 1872
 - (d) 1st November, 1872
- Q.2 The leading case of Carlill v. Carbolic Smoke Ball Co. is related to:
- (a) General offer
 - (b) Counter offer
 - (c) Invitation to offer
 - (d) Lapsed offer
- Q.3 Quid pro quo means.....
- (a) Something in return
 - (b) Adequacy of consideration
 - (c) Sufficiency of consideration
 - (d) Value of promise
- Q.4 Every promise and every set of promises forming the consideration for each other:
- (a) is a promise
 - (b) is an Agreement
 - (c) is called consideration
 - (d) is called contract
- Q.5 Past consideration is valid in
- (a) England only
 - (b) India only
 - (c) both (a) and (b)
 - (d) neither (a) nor (b)

- Q.6 Which of the following is an offer?
- (a) A bid at an auction sale (b) Banker's catalogue of charges
(c) Menu card at a restaurant (d) All of the above
- Q.7 Which one of the following is not essential for a consideration?
- (a) It must be given at the desire of the promisor
(b) Valuable
(c) Lawful
(d) Adequate
- Q.8 According to Section 2(h) of the Indian Contract Act, a "Contract" is:
- (a) an agreement between two or more parties
(b) a promise to do something
(c) an acceptance of an order
(d) an agreement enforceable by law
- Q.9 In which of the following cases a proposal can be revoked when it is made by post?
- (a) Before the promisee posts his letter of acceptance
(b) Till the letter of acceptance reaches the promisor
(c) Till the promise receives the acknowledgement that he letter of acceptance has been delivered to the promisor
(d) Proposal once made cannot be revoked
- Q.10 In which case it was held that a contract through telephone is concluded at the place where acceptance is heard?
- (a) Lalman Shukla v. Gauri Dutt, (1913) XL ALJR 489 (All).
(b) Carlill v. Carbolic Smoke Ball Co., (1911) 11 All ER Rep 127.
(c) Bhagwandas Goverdhandas Kedia v. M/s Girdhari Lal Parshottamdas & Co., AIR 1966 SC 543.
(d) Satyabrata Ghose v. Mugneeram Bangur & Co., AIR 1954 SC 44.
- Q.11 Which of the following does not amount to valid acceptance-
- (a) Mere mental manifestation is not sufficient
(b) Communication to person other than offeror does not amount to valid acceptance

- (c) A provisional acceptance binds the party
- (d) Communication must be received from the authorized person only

Q.12 Match List I with List II and select the correct answer by using the codes given below the lists:

List I	List II
(Case)	(Principle)
A. Lalman Shukla v. Gauri Dutt	1. Privity of Contract
B. Mc Pherson v. Appanna	2. General offer
C. Banwarilal v. Sukhdarshan Dayal	3. Invitation to treat
D. M.C. Chackoo v. State Bank Of Travancore	4. Intention to create legal relationship

Codes:

	A	B	C	D
(a)	1	4	3	2
(b)	2	3	4	1
(c)	1	3	4	2
(d)	2	4	3	1

Q.13 Which decision has laid down the principle that contract by a minor is void ab initio?

- (a) Durga Prasad v. Baldeo
- (b) Mohori Bibi v. Dharmo Das Ghosh
- (c) Iswaran Pillai v. Sonnivaveru
- (d) Chinayya v. Ramayya

Q.14 The term "consensus ad idem" means-

- (a) no agreement can have more than one meaning
- (b) to agree the same way
- (c) to agree on the same thing with same sense
- (d) to agree for different objects in the same sense

Q.15 A master asks his servant to sell his bike to him at a price less than the market price. This contract can be avoided by the servant on the ground of:

- (a) Coercion (b) Fraud
(c) Mistake (d) Undue influence
- Q.16 'B' says to 'A'-"If you do not deny it, I shall assume that the horse is sound". 'A' says nothing. Here 'A's silence is equivalent to speech.
- This illustration is based on
- (a) Section 17 (b) Section 18
(c) Section 19 (d) Section 20
- Q.17 What is the position of a contract when it is being caused by mistake of law?
- (a) Voidable (b) Not voidable
(c) Void (d) Illegal
- Q.18 "A" promises to obtain for "B" an employment in the public service and "B" promises to pay Rs. 1000 to "A". The agreement is
- (a) Legal
(b) Can be enforced at the option of the parties
(c) Void
(d) None of the above
- Q.19 Section 27 of ICA, in case of restraint of trade deals with-
- (a) Absolute restraint (b) Partial restraint
(c) Both (a) and (b) (d) Only 2
- Q.20 Section 26 of ICA bars an agreement in restraint of marriage and declares such agreement void exception to this rule is-
- (a) Minor (b) Person of unsound mind
(c) Both (a) and (b) (d) None of the above
- Q.21 The nature of wagering agreement was explained in case of-
- (a) Derry v. Peak
(b) Mohiribibi v. Dharmodas Ghosh
(c) Felt House v. Bindley
(d) Carlill v. Carbolic Smoke Ball Co.
- Q.22 The test to determine intention to create legal relationship is-
- (a) Objective test (b) Subjective test

- (c) No test is prescribed (d) Depends upon facts of case
- Q.23 In which of the following cases the Supreme Court held that wagering agreements are void but they are not illegal. Therefore, transactions collateral to wagering agreements are enforceable.
- (a) Carlill v. Carbolic Smoke Ball Co., 1893 QB
(b) Hakum Singh v. Gammon (India) Ltd. 1971 SC
(c) G. T. Girish v. Y. Subba Raju, 2022 SC
(d) Gheru Lal Parekh v. Mahadeo Das Maiyya, 1959 SC
- Q.24 A without the request of anybody extinguishes the fire of B's godown. A suffers injury thereby. B promises to compensate A for the whole amount he has spent for his treatment. The contract is
- (a) Unenforceable (b) Void
(c) Voidable (d) Enforceable
- Q.25 A agrees to sell B "all the grain in my granary at Ramnagar." The agreement-
- (a) Enforceable (b) Void
(c) Voidable (d) Non-enforceable
- Q.26 The principle of "**Restitution stops where repayment begins**" can be applied against-
- (a) An alien enemy only (b) Any incapable person
(c) Lunatics and Incapable only (d) Minors only
- Q.27 A contingent contract based on the specified uncertain event not happening within a fixed time
- (a) Can be enforced if the event does not happen within the fixed time
(b) Cannot be enforced at all, being void
(c) Can be enforced if before the expiry of fixed time, it becomes certain that such an event shall not happen
(d) Both (a) and (c)
- Q.28 Where the order in which reciprocal promises are to be performed is expressly fixed by the contract, they shall be performed in that order; and where the order is not expressly fixed it shall be performed:
- (a) In that order which the nature of transaction require
(b) In the order as one of the parties prefer

- (c) As desired by the proposal
- (d) None of the above
- Q.29 Under Indian Contract Act, 1872, if the time is essence of a contract and the promisor fails to perform the contract by the specified time, the contract:
- (a) Becomes void
- (b) Remains valid
- (c) Becomes voidable at the instance of the promisee
- (d) Becomes unenforceable
- Q.30 A right to sue on "**Quantum Meruit**" arises:
- (a) When a party has fully performed the contract
- (b) When a party partly performed the contract and is discharged by the other party
- (c) When a contract is discharged by impossibility of performance
- (d) When a contract becomes illegal
- Q.31 In which of the following cases it was held that even though the defendant had repudiated the contract, the plaintiff had not accepted the repudiation and kept the contract going. After that if the contract is discharged due to frustration under Section 56, the defendant shall be entitled to benefit of it-
- (a) Hochester v. De la Tour
- (b) Forst v. Knight
- (c) Avery v. Bowden
- (d) Satyabrata Ghose v. Mugneeram Bangur and Co.
- Q.32 Which of the following cases is not related to frustration of contract?
- (a) Paradine v. Jane
- (b) Taylor v Caldwell
- (c) Tweddle v. Atkinson
- (d) Satyabrata Ghose v. Mugneeram Bangur and Co.
- Q.33 The maxim *lex non cogit ad impossibilia* is related to:
- (a) Initial impossibility
- (b) Subsequent impossibility
- (c) Both (a) and (b)
- (d) None of the above

- Q.34 A promises to deliver goods at warehouse on the first January. On the day a brings the goods to B's warehouse, but after the usual hour closing it, and they are not received. A has-
- (a) Performed his promise (b) Not performed his promise
(c) The contract becomes (d) None of the above
- Q.35 A and B agree that A shall pay B 1,000 rupees, for which B shall afterwards deliver to A either rice or smuggled opium. The water act is
- (a) Valid as to both rice and opium
(b) Void as to both rice and opium
(c) Valid as to rice, void as to opium
(d) Valid as to opium, void as to rice.
- Q.36 Which of the following sections of Indian Contract Act embodies the rule of Clayton's case relating to appropriation of payments?
- (a) Section 59 (b) Section 61
(c) Section 60 (d) Section 58
- Q.37 In which of the following circumstances original contract need to be performed?
- (a) Novation (b) Rescission
(c) Alteration (d) Stipulation
- Q.38 A' contract to sing for 'B' at a concert and gets Rs. 1,000 as advance. 'A' is too ill to sing, here:
- (a) 'A' is bound to sing.
(b) 'A' is bound to compensate 'B' for loss.
(c) 'A' is bound to return the amount of advance.
(d) None of the above.
- Q.39 In Indian Contract Act, '**certain relations resembling with contracts**' are provided under
- (a) Chapter IV (b) Chapter V
(c) Chapter VI (d) Chapter VII
- Q.40 Which of the following Section of the Indian Contract Act provides that the responsibility of finder of goods is similar to that of a bailee:
- (a) 69 (b) 70
(c) 71 (d) 72

- Q.41 Quasi contractual obligations are based on the theory propounded in case of *Moses v. Macferlon* by whom
- (a) Lord Wright (b) Lord Sumner
(c) Anson (d) Lord Mansfield
- Q.42 Which of the following cases deal with the principle of assessment of damages?
- (a) Hadley v. Baxendale (b) Scarf v. Jardine
(c) King v. Horr (d) Hyde v. Wrench
- Q.43 Under Section 74 of the Indian Contract Act, 1872 the Court cannot award damages
- (a) More than the amount stated in the contract
(b) Less than the amount stated in the contract
(c) Equal to the amount stated in the contract
(d) None of the above
- Q.44 A and B jointly owe Rs. 100 to C, A alone pays the amount to C, and B, not knowing the fact, pays Rs. 100 over to C again. C is bound to repay the amount to-
- (a) A (b) B
(c) Both A and B jointly (d) He is not bound to repay
- Q.45 A, B and C jointly promise to pay D the sum of 3,000 rupees. C is compelled to pay the whole A is insolvent, but his assets are sufficient to pay the one-half of his debts. C is entitled to receive
- (a) C is entitled to get Rs. 1500 from B.
(b) C is entitled to receive Rs. 500 from A's estate and Rs. 1000 from B
(c) C is entitled to receive Rs. 500 from A's estate and Rs. 1250 from B
(d) None of the above
- Q.46 Mark the correct answer in respect of contract of guarantee-
- (a) It may be in writing only (b) It may be in oral only
(c) It may be either oral or written (d) It will be written and oral, both
- Q.47 An agency is terminated by-
- (1) The agent renouncing business of agency
(2) The agent being adjudicated an insolvent
(3) By revoking of authority of principal

- (a) Options – 1 and 2 are correct
- (b) Options – 1 and 3 are correct
- (c) Options – 2 and 3 are correct
- (d) Options – 1, 2 and 3 are correct
- Q.48 In which one of the following consideration is not required?
- (a) Contract of insurance (b) Contract of bailment
- (c) Contract of guarantee (d) Contract of service
- Q.49 Section 124 of Indian Contract Act, includes under Contract of Indemnity the
- (a) Losses caused by human conduct
- (b) Losses caused by accident
- (c) Losses caused by natural calamity
- (d) None of the above
- Q.50 A sells and delivers goods to B. C afterwards, without consideration agrees to pay for them in default of B. The agreement is-
- (a) Valid (b) Void
- (c) Illegal (d) Enforceable
- Q.51 A continuing guarantee may at any time be revoked by the surety by notice to the creditor:
- (a) As to future transactions
- (b) As to past transactions
- (c) As to the past as well as future transactions
- (d) A continuing guarantee cannot be revoked at all
- Q.52 A, B and C as sureties for D, enter into three several bonds, each in a different penalty, namely, A is the penalty of Rs. 10,000, B is that of Rs. 20,000 and C in that of Rs. 40,000, conditioned for D's duly accounting to E. D makes default to the extent of Rs. 30,000. The liabilities of A, B and C are
- (a) only A is liable to pay
- (b) only B is liable to pay
- (c) only C is liable to pay
- (d) A, B and C are each liable to pay Rs. 10,000

- Q.53 'Principal of Subrogation' is contained under Section _____ of Indian Contract Act, 1872
- (a) 139 (b) 140
(c) 141 (d) 142
- Q.54 In which of the following cases surety is not discharged?
- (a) By variance of terms
(b) By release or discharge of principal debtor
(c) Forbearance to sue principal debtor
(d) When, creditor compounds with, gives time to, or agrees not to sue, principal debtor.
- Q.55 Extent of surety's liability has been provided under contract Act in:-
- (a) Section 124 (b) Section 126
(c) Section 127 (d) Section 128
- Q.56 A lends to horse to be for his own riding only. B allows C, a member of his family, to ride the horse C rides with care, but the horse accidentally falls and is injured. B is-
- (a) Liable to make compensation
(b) Is not liable to make compensation to A
(c) C must pay the compensation
(d) None of the above
- Q.57 Which of the following are the duties of a bailee?
1. Duty to take reasonable care of goods
 2. Duty not to make unauthorised use of goods
 3. Duty not to mix his own goods with the goods bailed
 4. Duty to compensate when goods is damaged despite of the care of the bailee
- Code:
- (a) 2, 3 and 4 (b) 1, 2 and 3
(c) 3 and 4 (d) 1 and 2
- Q.58 'X' hires a carriage of 'Y'. The carriage is unsafe, though 'Y' is not aware of it and 'X' is injured. For the injury to 'X', 'Y' is-
- (a) Liable (b) Not liable
(c) Liable to the extent of 50% (d) None of these

- Q.59 A gratuitous bailment is terminated:-
- (a) On the death of the bailor
 - (b) On the death of the bailee
 - (c) On the death either of bailor or bailee
 - (d) On the death of bailor and bailee both
- Q.60 Finder of a lost thing which is commonly the subject of sale, may sell it when the lawful charges of the finder, in respect of the thing found amount to-
- (a) One-fourth
 - (b) Half
 - (c) One-third
 - (d) Two-thirds of its value.
- Q.61 'A' leaves a cow in custody of 'B' to be taken care of the cow has a calf. Who is entitled to the calf?
- (a) A
 - (b) B
 - (c) Both A and B is entitled to share the calf
 - (d) They are bound to donate the calf.
- Q.62 Section 170 of Indian Contract Act deals with:
- (a) General lien
 - (b) Particular lien
 - (c) Wharfinger lien
 - (d) Broker's lien
- Q.63 Which section provides for right of third person claiming goods bailed?
- (a) Section 164
 - (b) Section 165
 - (c) Section 166
 - (d) Section 167
- Q.64 A consigns goods to B for sale, and gives him instructions not to sell under fixed price. C, being ignorant of B's instructions, enters into contract with B to buy goods at a price lower than the reserved price. A is-
- (a) Bound by the contract
 - (b) Not bound by the contract
 - (c) The contract is subject to ratification by A
 - (d) None of the above
- Q.65 Which of the following are rights of pawnee where pawnor makes default?
- (a) Right to remain the goods
 - (b) Right to sell the things pledged, on giving pawnee notice

- (c) Both of the above
 - (d) None of the above
- Q.66 When a person pledges goods in which he has only a limited interest. The pledge-
- (a) Valid to the extent of that interest
 - (b) Not valid
 - (c) Wholly valid
 - (d) None of the above
- Q.67 In a pledge ownership of property or goods:
- (a) Continued in pledger
 - (b) Transferred to the pledgee
 - (c) Cannot be transferred to pledgee under any circumstances
 - (d) Cannot continue with pledger under any circumstances
- Q.68 Which of the following statement is incorrect?
- (a) The authority of an agent may be implied
 - (b) Consideration is necessary to create an agency
 - (c) Only a person of majority can become an agent
 - (d) In emergency, an agent has authority to do all acts for the purpose of protecting his principal
- Q.69 A sub-agent is responsible to the principal on which of the following grounds
- (a) Fraud or Negligence
 - (b) Negligence or Deceit
 - (c) Wilful wrong or Fraud
 - (d) Wilful wrong or Negligence
- Q.70 An agent, at the time of making the contract does not disclose the name and address of his principal but it comes known to the second party afterwards. In case of any default the second party may file a suit against
- (a) Principal
 - (b) Agent
 - (c) Either agent or principal or both
 - (d) None of the above

- Q.71 “A” gives authority to “B” to sell ‘A’s land and to pay himself out of the proceeds. The debts due to him from A. In the absence of an express contract-
- (a) “A” can revoke this authority
 - (b) Authority can be terminated by the insanity of “A”
 - (c) Authority can be terminated by the death of “A”
 - (d) “A” cannot revoke this authority nor can it be terminated by his death or insanity

Q.72 Del credere agent is a kind of:

- (a) Substituted Agent
- (b) Mercantile Agent
- (c) Universal Agent
- (d) Agent by necessity

Q.73 Which of the following statements is/ are correct?

1. Stranger to the contract cannot sue in both English and Indian Laws.
2. Stranger to the contract can sue in both English and Indian Laws.
3. Consideration can move from promisee alone in English and Indian Laws.
4. Consideration move can from promisee or any other person in Indian Law.

Select the correct answer using the code given below:

Codes:

- (a) 1 and 3
- (b) 2 and 3
- (c) 1 and 4
- (d) 2 only

Q.74 When a man advertises that he has stock of books to sell, he is making

- (a) An offer
- (b) An invitation to offer
- (c) A special offer
- (d) A standing offer

Q.75 Who said “Acceptance to an offer is what a lighted matchstick is to a train of gunpowder”?

- (a) Sir Fredrick Pollock
- (b) Sir William Anson
- (c) G.C. Cheshire
- (d) D.F. Mulla

Q.76 Match list I with list II and select the correct answer by using the codes given below the lists;

List-I

- A. Lalman Shukla v. Gauri Dutt
- B. Tweddle v. Atkinson

List-II

1. Restitution
2. Privity of contract

- | | | | |
|----|-------------------------|----|-----------------------|
| C. | Balfour v. Balfour | 3. | Intention to contract |
| D. | Khan Gul v. Lakha Singh | 4. | General offer |

Codes:

	A	B	C	D
(a)	4	2	3	1
(b)	1	2	3	4
(c)	2	3	4	1
(d)	3	4	2	1

- Q.77 Which of the following cases is related to cross offer?
- Adams v. Lindsell
 - Tinn v. Hoffmann & Co.
 - Household Fire & Accident Insurance Co. v. Grant
 - Dunlop v. Higgins
- Q.78 When a contract contains legal and illegal part both and it is possible severe legal part and illegal part, the bad part may be rejected while retaining the good part. This principle is known as-
- Red pencil rule
 - Blue pencil rule
 - Green pencil rule
 - None of the above
- Q.79 Which of the following is the correct meaning of “privity of contract”:
- Parties must maintain privacy of contract
 - The main object of the contract should be maintained
 - Only parties know under what circumstances it was made
 - Only parties to a contract can sue on it
- Q.80 A agrees to sell a horse of worth Rs. 5,000 for Rs. 1,000 to B. A’s consent to the agreement was freely given. The agreement is
- A contract
 - Not a contract for inadequacy of consideration
 - Not enforceable
 - Against the provision of the Contract Act

S.R.A.

- Q.81 Specific Relief Act, 1963, came into operation on
- (a) December 14, 1963 (b) January 1, 1964
(c) February 1, 1964 (d) March 1, 1964
- Q.82 Under Specific Relief Act, 1963, Specific Relief may be granted
- (a) For enforcing individual civil right
(b) For enforcing a penal law
(c) For enforcing both Civil law and a Penal law
(d) For enforcing public rights
- Q.83 Trust has same meaning as in Section _____ of Indian Trust Act, 1882 for the purpose of Specific Relief Act, 1963.
- (a) Section 2 (b) Section 3
(c) Section 4 (d) Section 5
- Q.84 An order or decree passed in a suit presented under Section 6 of the Specific Relief Act is
- (a) Appealable
(b) Reviewable
(c) Neither Appealable nor Re-viewable
(d) Appealable & Reviewable Both
- Q.85 A suit for possession of immovable property, under Section 6 of Specific Relief Act, 1963 can be filed-
- (a) Against Government within 6 months
(b) Against Public Company within 7 months
(c) Against Public Company within 6 months
(d) Against Government within 8 months
- Q.86 Under section 7 of the Specific Relief Act, a person entitled to the possession of specific movable property may recover it in the manner provided by which legislation:
- (a) The Limitation Act
(b) The Evidence Act
(c) The Code of Civil Procedure
(d) The Transfer of Property Act

- Q.87 In which of the following cases it was held by Hon'ble Supreme Court that 2018 Amendment Act (w.e.f. 1.10.2018) is of prospective effect I cannot apply to transactions which took place prior to L.10. 2018?
- (a) Katta Sujatha Reddy v. Siddamsetty Infra Projects Pvt. Ltd.
 - (b) B. Santoshamma v. D. Sarala
 - (c) Jagdish Prasad Patel v. Shivnath
 - (d) Dinesh Singh Thakur v. Sonal Thakur
- Q.88 Section 11 of the Specific Relief Act, refers specific performance of contracts connected with:
- (a) Arbitration
 - (b) Trusts
 - (c) Both (a) and (b)
 - (d) None of these
- Q.89 Under Section 12(3) of Specific Relief Act, 2018 part performance of a contract can be enforced by-
- (a) Promisor
 - (b) Promisee
 - (c) Both (a) and (b)
 - (d) None of the above
- Q.90 Which of the following contract cannot be specifically enforced as per the provisions of Section 14 of the specific relief Act?
- (a) A contract to marry B
 - (b) A contract with B, that in consideration of Rs. 1000 to be paid to him by B, he will paint a picture for B.
 - (c) A, an author, contracts with B, A publisher, to complete a literary work
 - (d) All of the above
- Q.91 The opinion or report given by expert under section 14A of SRA _____ form part of record.
- (a) Shall
 - (b) May
 - (c) Both
 - (d) None of the above
- Q.92 Who is authorized to constitute special court for the purpose of SRA under Section 20B of SRA?
- (a) State Government
 - (b) State Government in consultation with Chief Justice of High Court
 - (c) Chief Justice of High Court, in consultation with State Government
 - (d) Central Government

- Q.93 Suit filed under provisions of SRA shall be disposed of by court within how many months from date of service of summons?
- (a) 6 Months (b) 9 Months
(c) 12 Months (d) 18 Months
- Q.94 When, due to fraud played by the parties, a contract in writing does not express its real intention, then appropriate remedy would be a suit for-
- (a) Specific performance (b) Declaration
(c) Rectification of instrument (d) Perpetual injunction
- Q.95 Rescission may not be adjudged by the court where:
- (a) The contract is voidable or terminable by the plaintiff
(b) The contract is unlawful for causes not apparent on its face and the defendant is more to blame than the plaintiff
(c) Any person interested in a contract may sue to have it rescinded
(d) Where the plaintiff has expressly or impliedly ratified the contract
- Q.96 In case of *Deccan Paper Mills Co. Ltd. v. Regency Mahavir Properties, 2020 SC 655*, Hon'ble Supreme Court has held that the effect of cancellation of installment under section 31 of SRA is-
- (a) in Rem (b) in Personam
(c) Both rem and Personam (d) Neither 1 nor 2
- Q.97 The declaration given under Section 34 of the Specific Relief Act is binding on whom?
- (a) Only on the parties to the Suit
(b) On the persons claiming through parties to the Suit
(c) Trustee of the trust which is party to the Suit
(d) All of the above
- Q.98 An injunction granted during the pendency of a suit, under Section 37 of the Specific Relief Act, 1963 is known as a
- (a) Prepetual injunction (b) Mandatory injunction
(c) Temporary injunction (d) Either (a) or (c)
- Q.99 Provision regarding grant of mandatory injunction has been made under which of the following sections of Specific Relief Act, 1963
- (a) Section 31 (b) Section 35
(c) Section 39 (d) Section 43

Q.100 If a contract comprises an agreement to do an act and also not to do certain acts:

- (a) No injunction can be granted to prevent performance of the negative agreement
- (b) Injunction can be granted to prevent performance of negative agreement only if affirmative agreement is enforceable
- (c) Injunction can be granted to compel performance of both or any of them
- (d) Injunction can be granted to compel performance of either of them only

Your Lordships