

## Specific Relief Act, 1963

**Negative Marking: 0.25 marks per question**

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1. Specific Relief Act is an Act –
  - (a) To consolidate and Amend the law relating to certain kinds of Specific Relief
  - (b) To Define and Amend certain parts of the law relating to contracts
  - (c) To define and Amend the law relating to certain kinds of Specific Relief
  - (d) To Define and Amend the law relating to certain kinds of Specific Relief and Contracts
2. Specific Relief Act is applicable to –
  - (a) Whole of India
  - (b) Whole of India Except the State of Jammu and Kashmir
  - (c) Whole of India Except the North East States
  - (d) Both (b) and (c)
3. Specific Relief Act, 1963 come into force on which date –
  - (a) 1.1.1964
  - (b) 1.2.1964
  - (c) 1.3.1964
  - (d) 10.3.1964
4. "Obligation" defined under section –
  - (a) 2 (b)
  - (b) 2 (a)
  - (c) 2 (d)
  - (d) 2 (c)
5. All other words and expressions used herein but not defined, and defined in \_\_\_\_\_ have the meaning assigned to them in that Act.
  - (a) Transfer of Property Act, 1882
  - (b) Indian Contract Act 1872
  - (c) Specific Relief Act, 1963
  - (d) The Limitation Act, 1963
6. According to section 4 except as otherwise provided herein, nothing in this Act shall be deemed –
  - (a) To deprive any person of any right to relief, other than specific performance, which he may have under any contract.
  - (b) To affect the operation of the Indian Registration Act, 1908 on documents
  - (c) To affect the operation of Indian Contract Act, 1872
  - (d) Only (a) and (b)
7. Specific Relief to be granted for enforcing –
  - (a) Individual Civil Right
  - (b) Penal right
  - (c) Both (a) and (b)
  - (d) Neither (a) nor (b)
8. Specific Relief Act contain –
  - (a) 3 Parts, 7 Chapters and 42 Sections
  - (b) 3 Parts, 8 Chapters and 42 Sections
  - (c) 4 Parts, 9 Chapters and 45 Sections
  - (d) 4 Parts, 10 Chapters and 42 Sections
9. Recovery of Specific Immovable Property provided under which section –
  - (a) Section 4
  - (b) Section 5
  - (c) Section 6
  - (d) Both (b) and (c)

10. According to section 5 a person entitled to the possession of specific immovable property may recover it in the manner provided by the –
  - (a) Code of Civil Procedure, 1908
  - (b) Code of Criminal Procedure, 1973
  - (c) Either (a) or (b)
  - (d) Both (a) and (b)
11. Suit by person dispossessed of immovable property provided under –
  - (a) Section 5
  - (b) Section 6
  - (c) Either (a) or (b)
  - (d) Section 10
12. No suit under section 6 shall be brought –
  - (i) After expiry of three month from the date of dispossession
  - (ii) After the expiry of six month from the date of dispossession
  - (iii) Against the Government
  - (iv) Both (ii) and (iii)
  - (a) (i) and (iii)
  - (b) (ii)
  - (c) (iii)
  - (d) (iv)
13. Any person Aggrieved by any order or decree passed in any suit instituted under section 6 can –
  - (a) Prefer an appeal
  - (b) Made an Application for review
  - (c) Either (a) or (b)
  - (d) Go in revision by High Court
14. Clause (4) of section 6 is saving clause to which section –
  - (a) Only section 6
  - (b) Section 5
  - (c) Both section 5 and 6
  - (d) Either section 5 or section 6
15. Specific Relief Act, 1963 grants –
  - (a) Specific relief
  - (b) Preventive relief
  - (c) Both (a) and (b)
  - (d) None of the above
16. Specific Relief Act is a –
  - (a) Substantive law
  - (b) Procedural law
  - (c) Either (a) or (b)
  - (d) None of the above
17. The Jurisdiction to decree specific performance is –
  - (a) Discretionary
  - (b) Mandatory
  - (c) Directory
  - (d) None of the above
18. 'Obligation' under section 2 clause (a) includes –
  - (a) Obligation arising out of social relation
  - (b) Every duty enforceable by law
  - (c) Every duty enforceable by custom
  - (d) Both (b) and (c)
19. The object of section 6 of Specific Relief Act, 1963 is –
  - (a) To discourage people from taking law into their own hands however good their title may be
  - (b) To provide speedy justice
  - (c) Both (a) and (b)
  - (d) Only (b) not (a)
20. A trustee may sue under this section for the possession of movable property to the beneficial interest in which the person for whom he is trustee is entitled, provided under –
  - (a) Section 6
  - (b) Section 7 Explanation 1
  - (c) Section 7 Explanation 2
  - (d) None of the above

21. A special or temporary right to the present possession of movable property is sufficient to support a suit under this section, provided under –
  - (a) Section 6
  - (b) Section 7 Explanation 1
  - (c) Section 7 Explanation 2
  - (d) Section 8
22. Section 8 applies on which type of property –
  - (a) Movable property
  - (b) Immovable property
  - (c) Both (a) and (b)
  - (d) Only (b) not (a)
23. Section 10 of the Specific Relief Act, 1963 provides for
  - (a) The contracts which can be specifically enforced
  - (b) The contracts which cannot be specially enforced
  - (c) Specific performance of a part of the contract
  - (d) None of those
24. Specific Performance of a contract–
  - (a) Will be ordered generally where damages are an adequate relief
  - (b) Will never be ordered if damages are an adequate remedy
  - (c) May be ordered where damages are an adequate remedy
  - (d) May not be ordered if damages are an adequate remedy
25. Specific Performance of a part of the contract has been dealt with under
  - (a) Section 9
  - (b) Section 10
  - (c) Section 11
  - (d) Section 12
26. Section 9 of the Specific Relief Act, 1963 provides for –
  - (a) The ground on which specific performance of the contracts can be granted
  - (b) The defence which a person against whom the relief of specific performance is claimed, may plead
  - (c) The ground on which specific performance of a contract cannot be granted
  - (d) None of the above
27. The circumstances under which a perpetual injunction can be granted have been enumerated under –
  - (a) Section 36
  - (b) Section 37
  - (c) Section 38
  - (d) Section 39
28. Specific Performance of contract means –
  - (a) Actual execution of the contract according to this stipulation and terms
  - (b) Claim of damages or compensation for the non-execution of the contract
  - (c) Either (a) or (b)
  - (d) Neither (a) nor (b)
29. The basis of Specific Relief is –
  - (a) Law of equity
  - (b) Common Law
  - (c) Roman Law
  - (d) All of the above
30. The instrument may be rectified if there is –
  - (a) Misrepresentation by a party
  - (b) Under influence by a party
  - (c) Mutual Mistake of the parties
  - (d) All of the above
31. Specific Performance of any contract is granted –
  - (a) If provided in the contract
  - (b) If the contract is in nature determinable
  - (c) At the discretion of court
  - (d) All of the above
32. Rescission of contract may be allowed if –
  - (a) Where the contract is voidable at the instance of the plaintiff
  - (b) When the contract is void
  - (c) Where the third party acquire the interest in the contract in good faith
  - (d) Only a and b

33. Section 31 of the Specific Relief Act, 1963 is related to –
- (a) Rescission of contracts
  - (b) Cancellation of instruments
  - (c) Declaratory decrees
  - (d) Perpetual injunction
34. Ground for refusing Specific Performance of Contract –
- (a) When Compensation is an adequate relief
  - (b) When Contract depends upon personal qualification of the party
  - (c) Contract requires constant supervision by the court
  - (d) All of the above
35. The relief provided under the Specific Relief Act is –
- (a) Discretionary
  - (b) Mandatory
  - (c) Statutory
  - (d) Obligatory
36. Which of the following contracts cannot be specifically enforced as per the provision of section 14 of the Specific Relief Act –
- (a) Execution of a formal deed of partnership
  - (b) Contract for the contraction of any building or exaction of any other work on land
  - (c) Contract which is determinable in its nature
  - (d) Contract to execute a mortgage or furnish any other security for repayment of any loan which the borrower is not willing to repay at once
37. 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) None of the above
38. Specific Performance of Contract to build or repair can be ordered –
- (a) Where the plaintiff has a substantial interest in the performance of the contract and he cannot be compensated adequately in damages
  - (b) Where the plaintiff has a substantial interest in the performance of a contract but he can be compensated in damages
  - (c) Where the plaintiff has no substantial interest in the performance of the contract and can be compensated in damages
  - (d) All of the above
39. A relief of injunction may be refused on the ground of –
- (a) Acquiescence
  - (b) The applicant has not come with clean hands
  - (c) Where monetary compensation is adequate relief
  - (d) All of the above
40. Specific Performance of any contract may be ordered where –
- (a) There exists no standard for ascertaining actual damage by non performance of the act to be done
  - (b) Compensation is adequate relief
  - (c) The performance of the contract involves performance of the continuous duty which the court cannot supervise
  - (d) The contract is by its nature determinable
41. A court may deny specific performance of an agreement to sell an immovable property if –
- (a) Consideration is inadequate
  - (b) Contract is onerous to the defendant
  - (c) The performance of the contract would involve some hardship on the defendant which he did not foresee and non-performance would involve no such hardship on the plaintiff
  - (d) All of the above
42. The relief of injunction cannot be granted –
- (a) When equally efficacious relief can be obtained by any other usual mode of proceeding
  - (b) When the plaintiff has no personal interest in the matter
  - (c) To restrain any person from instituting or prosecuting any proceeding in a criminal matter
  - (d) All of the above

43. An injunction granted during the pendency of a suit under section 37 of the Specific Relief Act 1963 is known as –
- Perpetual Injunction
  - Mandatory Injunction
  - Temporary Injunction
  - Either (a) or (b)
44. The Period of limitation for filing a suit for specific performance is –
- 3 year from the date fixed for performance
  - 6 year from the date fixed for performance
  - 9 year from the date fixed for performance
  - 12 year from the date fixed for performance
45. Which of the following section deals with personal bars to the remedy of specific relief –
- 14
  - 15
  - 16
  - 17
46. A temporary injunction can be granted to a party establishing –
- A prima facie case in his favour
  - Balance of convenience in his favour
  - Irreparable injury to him in the event of non grant of injunction
  - All of the above
47. According to explanation of section 8, the court shall in respect of any article movable property under clause (b) or (c) of section 8 the Burden of proof lies on –
- Plaintiff
  - Defendant
  - Either (a) or (b)
  - None of the above
48. According to explanation of section 10, in case of contract to transfer immovable property Burden of proof that money compensation is an adequate relief lies on –
- Plaintiff
  - Defendant
  - Either (a) or (b)
  - None of the above
49. According to explanation of section 10, in case of contract to transfer movable property burden of proof that money compensation is not an adequate relief lies on –
- Plaintiff
  - Defendant
  - Either (a) or (b)
  - Depend upon the discretion of the court
50. The Specific Relief Act, 1963 enacted due to the recommendation of \_\_\_\_\_ law commission report.
- 7<sup>th</sup>
  - 9<sup>th</sup>
  - 119<sup>th</sup>
  - 158<sup>th</sup>
51. Under section 7 a person entitled to the possession of specific movable property may claim in the plaint –
- Property
  - Money compensation in alternative of the property
  - Both (a) and (b)
  - Only (a)
52. Under section 8 in the plaint the aggrieved person claim –
- Property itself
  - Money compensation in alternative of the property
  - Both (a) and (b)
  - Only b
53. Section 13 of Specific Relief Act applies on –
- Immovable property
  - Movable property
  - Both (a) and (b)
  - Depend upon the discretion of court
54. The Explanation provided under section 16 of Specific Relief Act is a explanation to –
- Clause (a) of section 16

- (b) Clause (b) of section 16
  - (c) Clause (c) of section 16
  - (d) Either (a) or (b) or (c)
55. Right of purchaser or lessee against person with no title or imperfect title provided under section –
- (a) 13
  - (b) 17
  - (c) 19
  - (d) 22
56. Contract to sell or let property by one who has no title not specifically enforceable provided under which section –
- (a) 13
  - (b) 17
  - (c) 19
  - (d) 22
57. Section 17 applies to –
- (a) Movable property
  - (b) Immovable property
  - (c) Both (a) and (b)
  - (d) Depend the discretion of court
58. Under section 18 which provides for non enforcement except with variation, which party seek variation –
- (a) Plaintiff
  - (b) Defendant
  - (c) Either (a) or (b)
  - (d) Only (a) not (b)
59. Discretion as to decreeing specific performance provided under section –
- (a) 10
  - (b) 14
  - (c) 20
  - (d) 41
60. The court may properly exercise discretion to decree specific performance in any case where the plaintiff has done substantial acts or suffered losses in consequence of a contract capable of Specific performance provided under which clause of section 20 –
- (a) Clause 1
  - (b) Clause 2
  - (c) Clause 3
  - (d) Clause 4
61. In a suit for specific performance of a contract the plaintiff has not claimed compensation in the plaint, he can Amend the plaint for including a claim for such compensation –
- (a) Before the Judgment
  - (b) At any stage of proceeding
  - (c) Before the settlement of issue
  - (d) Plaintiff has no right to Amend
62. In determining the amount of any compensation awarded under section 21 the court shall be guided by the principle specified in section–
- (a) 73 Indian Contract Act 1872
  - (b) 74 Indian Contract Act 1872
  - (c) 75 Indian Contract Act 1872
  - (d) Section 20 Specific Relief Act, 1963
63. If the circumstances are such that the contract has become incapable of specific performance does not preclude the court from granting compensation is provided under –
- (a) Section 20
  - (b) Section 21
  - (c) Section 22
  - (d) Section 23
64. Liquidation of damages not a bar to specific performance provided under which section –
- (a) 21
  - (b) 22
  - (c) 23
  - (d) 24
65. According to section 24 the dismissal of a suit for specific performance of a contract or part thereof shall –

- (a) Bar the plaintiff right to sue for compensation for the breach of such contract or part
  - (b) Does not bar the plaintiff right to sue for compensation for the breach of such contract or part
  - (c) Not bar his right to sue for any other relief to which plaintiff may be entitled
  - (d) Both (a) and (c)
66. Doctrine of mutuality has been abolished by virtue of –
- (a) Section 20 clause 4
  - (b) Section 26 clause 4
  - (c) Section 28 clause 4
  - (d) Section 38 clause 2
67. Which section provides that provision of chapter II as to contract shall apply to awards to which the Arbitration Act does not apply–
- (a) Section 14
  - (b) Section 20
  - (c) Section 23
  - (d) Section 25
68. Rectification of Instruments provided under which chapter
- (a) Chapter II
  - (b) Chapter III
  - (c) Chapter IV
  - (d) Chapter V
69. Which section talk about rectification of instrument –
- (a) Section 17
  - (b) Section 18
  - (c) Section 26
  - (d) Section 29
70. Which party can go for Rectification of instrument –
- (a) Plaintiff
  - (b) Defendant
  - (c) Either (a) or (b)
  - (d) None of the above
71. Which clause of section 26 provides that contract in writing may first be rectified then specifically enforced –
- (a) Clause (1)
  - (b) Clause (2)
  - (c) Clause (3)
  - (d) Clause (4)
72. No relief for rectification of an instrument shall be granted to any party under this section unless it has been specifically claimed provided under–
- (a) Section 26 clause (2)
  - (b) Section 26 clause (3)
  - (c) Section 26 clause (4)
  - (d) Section 21 clause (5)
73. In which of the following case court may refuse to rescind the contract –
- (a) Where the plaintiff has expressly or impliedly ratified the contract
  - (b) Where third parties during the subsistence of the contract acquired right in good faith without notice and for value
  - (c) Where only a part of the contract is sought to be rescinded and such part is not severable from the rest of the contract
  - (d) All of the above
74. Where rescission may be adjudged or refused provided under which section –
- (a) Section 27
  - (b) Section 28
  - (c) Section 29
  - (d) Section 31
75. No separate suit in respect of any relief which may be claimed under section 28, Shall lie at the instance of a vendor, purchaser, lessor or lessee as the case may be provided in which clause of section 28\_\_\_\_\_
- (a) Clause 2 of section 28
  - (b) Clause 3 of section 28
  - (c) Clause 4 of section 28
  - (d) Clause 5 of section 28

76. In which section it is provided that plaintiff instituting a suit for the specific performance of a contract may pray in alternative that if the contract cannot be specifically enforced it may be rescinded –
- (a) Section 28
  - (b) Section 29
  - (c) Section 30
  - (d) Section 31
77. Which chapter provides for cancellation of instrument
- (a) Chapter III
  - (b) Chapter IV
  - (c) Chapter V
  - (d) Chapter VI
78. Which instrument may be cancel under section
- (a) Void
  - (b) Voidable
  - (c) Both (a) and (b)
  - (d) Neither (a) nor (b)
79. If the instrument has been registered under the Indian Registration Act 1908, the court \_\_\_\_\_ also send a copy of its decree to the officer in whose office the instrument has been so registered.
- (a) May
  - (b) Shall
  - (c) Either (a) or (b)
  - (d) None of the above
80. Which section provides that instrument may be partially cancelled –
- (a) Section 30
  - (b) Section 31
  - (c) Section 32
  - (d) Section 33
81. Power to require benefit to be restored or compensation to be made when instrument is cancelled or is successfully resisted as being void or voidable under which section
- (a) Section 32
  - (b) Section 33
  - (c) Section 34
  - (d) Section 35
82. Under which section court may require from a person not having been competent to contract to restore benefit received by him from other person –
- (a) Section 31
  - (b) Section 33 clause (1)
  - (c) Section 33 clause (2)
  - (d) Section 42
83. Declaratory decree binding–
- (a) Only on the parties to the suit
  - (b) Persons claiming through such parties
  - (c) Against world at large
  - (d) Both (a) and (b)
84. A suit for possession under section 5 can be filed within –
- (a) 3 year
  - (b) 12 year
  - (c) 30 year
  - (d) 20 year
85. The court may declare the status or right of any person under section –
- (a) 33
  - (b) 34
  - (c) 35
  - (d) 36
86. Temporary injunction are such as are to continue until –
- (a) Specified time
  - (b) Further order of the court
  - (c) Both (a) and (b)
  - (d) None of the above



87. A perpetual injunction can be granted by the decree made at the—  
(a) Hearing of the suit  
(b) Upon the merit of the suit  
(c) Both (a) and (b)  
(d) Only (a) not (b)
88. Which of the following ingredients are essential to bring the suit under Section 8 –  
(a) Such article is immovable property  
(b) The defendant has possession or control of the particular article claimed  
(c) The defendant is not the owner of the article  
(d) Both (b) and (c)
89. The settled possession even of a trespasser may be protected under section –  
(a) 5  
(b) 6  
(c) 7  
(d) None of the above
90. Under section 7 a decree is for return of –  
(a) Immovable property  
(b) Movable property  
(c) Both (a) and (b)  
(d) None of the above
91. If a contract made by a trustee in excess of his power or in breach of trust cannot be specifically enforced –  
(a) Section 10  
(b) Section 11 clause (1)  
(c) Section 11 clause (2)  
(d) Section 13
92. The Specific Performance of a contract may be obtained by the reminderman under section  
(a) 15(a)  
(b) 15(b)  
(c) 15(c)  
(d) 15(d)
93. Section 16 (c) mandates “readiness and willingness” on the part of the plaintiff and it is \_\_\_\_\_ for obtaining relief of grant of specific performance.  
(a) Condition subsequent  
(b) Condition Precedent  
(c) Either (a) or (b)  
(d) None of above
94. Declaratory decree provided under which chapter—  
(a) Chapter III  
(b) Chapter IV  
(c) Chapter V  
(d) Chapter VI
95. Effect of declaration provided under which section –  
(a) Section 34  
(b) Section 35  
(c) Section 36  
(d) Section 37
96. Which chapter provides for injunction generally –  
(a) Chapter V  
(b) Chapter VI  
(c) Chapter VII  
(d) Chapter VIII
97. For obtaining temporary injunction—  
(a) Suit to be filed  
(b) Application is to be filed  
(c) Either (a) or (b)  
(d) None of the above
98. Perpetual injunction can be granted by—  
(a) Decree  
(b) Order  
(c) Both (a) and (b)  
(d) Neither (a) nor (b)

99. Temporary injunction can be granted by –
- (a) Order
  - (b) Decree
  - (c) Both (a) and (b)
  - (d) None of the above
100. A perpetual injunction may be granted to the plaintiff
- (a) To prevent the breach of an obligation
  - (b) To prevent the breach of an condition
  - (c) To prevent the breach of an term
  - (d) All of the above
101. Which section provides perpetual injunction when granted–
- (a) Section 37
  - (b) Section 38
  - (c) Section 39
  - (d) Section 40
102. According to section 38(2) when any such obligation arises from contract the court shall be guided by the rules and provisions contained in chapter–
- (a) II
  - (b) III
  - (c) VII
  - (d) VIII
103. When the defendant invades or threatens to invade the plaintiff's right to, or enjoyment of, property the court may grant perpetual injunction in which of the following case as per clause (3) of section 38 –
- (a) Where the defendant is trustee of the property for the plaintiff
  - (b) Where the defendant is Agent of the property for the plaintiff
  - (c) Where the injunction is necessary to prevent a multiplicity of Judicial Proceeding
  - (d) Only (a) and (c)
104. Where the injunction is necessary to prevent a multiplicity of judicial proceeding provided under –
- (a) Section 36
  - (b) Section 37
  - (c) Section 38 (3) (c)
  - (d) Section 38 (3) (d)
105. Which section provides for negative injunction–
- (a) Section 38
  - (b) Section 39
  - (c) Both (a) and (b)
  - (d) Section 40
106. Which section provides for positive Injunction –
- (a) Section 36
  - (b) Section 38
  - (c) Section 39
  - (d) Both (b) and (c)
107. The relief by way of mandatory injunction is –
- (a) Mandatory
  - (b) Discretionary
  - (c) Only (a) not (b)
  - (d) None of the above
108. Damages in lieu of or in addition to injunction provided in which section–
- (a) Section 37
  - (b) Section 38
  - (c) Section 39
  - (d) Section 40
109. Under which suit plaintiff may claim damages either in addition to or in substitution for such injunction–
- (a) Perpetual injunction
  - (b) Mandatory injunction
  - (c) Both (a) and (b)
  - (d) Only (a) not (b)
110. No relief for damages shall be granted under section 40 unless the\_\_\_\_\_ has claimed such relief in his plaint.
- (a) Plaintiff

- (b) Defendant
  - (c) Either (a) or (b)
  - (d) Only (b) not (a)
111. Which section provides the dismissal of a suit to prevent the breach of an obligation existing in favour of the plaintiff shall bar his right to sue for damages for such breach –
- (a) Section 37
  - (b) Section 38
  - (c) Section 40 clause 2
  - (d) Section 40 clause 3
112. Which section provides injunction when refused –
- (a) Section 39
  - (b) Section 40
  - (c) Section 41
  - (d) Section 42
113. An injunction cannot be granted to restrain any person from instituting or prosecuting any proceeding in a criminal matter provided under section –
- (a) 41 clause (b)
  - (b) 41 clause (c)
  - (c) 41 clause (d)
  - (d) 41 clause (e)
114. An injunction cannot be granted to prevent the breach of a contract the performance of which would not be specifically enforced provided under section
- (a) 41 clause (b)
  - (b) 41 clause (c)
  - (c) 41 clause (d)
  - (d) 41 clause (e)
115. An injunction cannot be granted when the plaintiff has not personal interest in the matter provided under section –
- (a) 16
  - (b) 25
  - (c) 41 clause (i)
  - (d) 41 clause (j)
116. Where a contract comprises an affirmative agreement to do certain act coupled with a negative agreement not to do a certain act if the court is unable to compel specific performance of the affirmative agreement shall –
- (a) Not preclude it from granting an injunction to perform the negative agreement
  - (b) Preclude it from granting an injunction to perform the negative agreement
  - (c) Either (a) or (b)
  - (d) None of the above
117. Injunction to perform negative agreement provided under section –
- (a) Section 38
  - (b) Section 40
  - (c) Section 41
  - (d) Section 42
118. How many type of injunction provided under section 36?
- (a) One
  - (b) Two
  - (c) Three
  - (d) None of the above
119. The settled possession must be –
- (a) Effective
  - (b) Undisturbed
  - (c) To the knowledge of the owner
  - (d) All of the above
120. Possessory title–
- (a) Is good Against all
  - (b) Is title Against all
  - (c) Is good Against all except the rightful owner
  - (d) None of the above
121. Possession is a right which is –
- (a) Heritable
  - (b) Transferable
  - (c) Both (a) and (b)

- (d) None of the above
122. Which of the following is essential condition for obtaining an injunction –
- (a) Prima facie case
  - (b) Irreparable injury
  - (c) Balance of convenience
  - (d) All of the above
123. When the facts disclose no title in either party, \_\_\_\_\_ alone is the deciding factor
- (a) Possession
  - (b) Ownership
  - (c) Easement
  - (d) None of the above
124. Rukhmabai v. Lala Laxminarayan case related to which section of specific relief Act, 1963 –
- (a) Section 30
  - (b) Section 31
  - (c) Section 34
  - (d) Section 38
125. Under section 34 'entitled' means –
- (a) A present existing entitlement
  - (b) A right which may arise in future
  - (c) Only (a) not (b)
  - (d) Both (a) and (b)
126. Specific Relief Act is a –
- (a) Public Law
  - (b) Private Law
  - (c) Only (b) not (a)
  - (d) None of the above
127. Temporary injunctions are regulated by the –
- (a) Specific Relief Act 1963
  - (b) Code of Civil Procedure
  - (c) Both (a) and (b)
  - (d) None of the above
128. Under the Specific Relief Act, a suit for recovery of possession can be filed –
- (a) Movable property
  - (b) Immovable property
  - (c) Both (a) and (b)
  - (d) Neither (a) nor (b)
129. Trust has the same meaning as in –
- (a) Section 2 of the Indian Trusts Act 1882
  - (b) Section 3 of the Indian Trusts Act 1882
  - (c) Section 4 of the Indian Trusts Act 1882
  - (d) None of the above
130. Perpetual injunction is defined in \_\_\_\_\_ of the Specific Relief Act –
- (a) Section 36
  - (b) Section 37
  - (c) Section 38
  - (d) Section 39
131. A claim for damages in suits for injunction can be laid –
- (a) Under section 38
  - (b) Under section 39
  - (c) Under section 40
  - (d) Under section 37
132. Section 41 of the Specific Relief Act, 1963 mentions the cases in which –
- (a) Perpetual injunction can be granted
  - (b) Perpetual injunction cannot be granted
  - (c) Both (a) and (b)
  - (d) Neither (a) nor (b)
133. Obligation under Specific Relief Act –
- (a) Is a right in rem
  - (b) Is a right in personam
  - (c) Both (a) and (b)
  - (d) Neither (a) nor (b)
134. Which of the following section of specific relief Act deals with detinue –
- (a) Section 5

- (b) Section 6
  - (c) Section 7 and 8
  - (d) Section 10
135. Which of the following section gives specific relief –
- (a) Section 5
  - (b) Section 6
  - (c) Both (a) and (b)
  - (d) None of the above
136. A special right to the present possession of movable property is sufficient to support a suit under section 7, a special right means –
- (a) Bailment
  - (b) Finder of goods
  - (c) Both (a) and (b)
  - (d) None of the above
137. Which of the following section of Specific Relief Act repealed –
- (a) Section 43
  - (b) Section 44
  - (c) Both (a) and (b)
  - (d) None of the above
138. The provision of the Specific Relief Act are founded on –
- (a) Jurisprudence
  - (b) Public Policy
  - (c) Morality
  - (d) None of the above
139. Which of the following is available in regard to contract only?
- (a) Recession
  - (b) Cancellation
  - (c) Both (a) and (b)
  - (d) None of the above
140. No review of any order or decree shall be allowed under section –
- (a) 5
  - (b) 6
  - (c) 7
  - (d) 8
141. What action can be brought in law for the recovery of specific immovable property
- (a) A suit based on title by ownership
  - (b) A suit based on possessory title
  - (c) A suit based merely on the previous possession of the plaintiff, where he has been dispossessed without his consent, otherwise than in due course of law
  - (d) All of the above
142. Specific performance is available when
- (a) There is no standard for ascertaining the actual damage caused by non-performance of the promise
  - (b) Compensation in money would be adequate relief for non-performance
  - (c) Both (a) and (b)
  - (d) Either (a) or (b)
143. A suit between landlord and tenants, where the question of title is not raised, is maintainable
- (a) Under section 5 SRA
  - (b) Under section 6 SRA
  - (c) Both (a) and (b)
  - (d) None of the above
144. Possession implies:-
- (a) Some actual power over the object possessed and apparent control over it
  - (b) Some amount of will to avail oneself of that power
  - (c) Both (a) and (b)
  - (d) None of the above
145. Section 5 to 8 of SRA deal with recovery of
- (a) Immovable property
  - (b) Movable property
  - (c) Property
  - (d) None of the above
146. A person who has been ejected from his property may sue
- (a) Actual dispossessor

- (b) The person under whose order the actual ejector had acted
  - (c) Both (a) and (b)
  - (d) None of the above
147. Where the invasion is such that compensation in money would not afford adequate relief provided under which clause of section 38 –
- (a) Clause 1
  - (b) Clause 2
  - (c) Clause 3 (b)
  - (d) Clause 3 (c)
148. The word 'contract' in clause (a) of section 13 was substituted for the words 'sale or lease' making it applies only to contracts to –
- (a) Sell
  - (b) Lease
  - (c) Hire
  - (d) All of the above
149. A 'settlement' is a document by which property is transferred or agreed to be transferred
- (a) Intervivos
  - (b) Testamentary
  - (c) Both (a) and (b)
  - (d) None of the above
150. In relation to ownership of property, "possession is"
- (a) Prima Facie Proof
  - (b) Conclusive Proof
  - (c) Irrelevant
  - (d) None of the above

**SRA ANSWER KEY 15-10-2017**

1.	C	31.	C	61.	B	91.	C	121.	C
2.	B	32.	D	62.	A	92.	D	122.	D
3.	C	33.	B	63.	B	93.	B	123.	A
4.	B	34.	D	64.	C	94.	D	124.	C
5.	B	35.	C	65.	D	95.	B	125.	C
6.	D	36.	C	66.	A	96.	C	126.	C
7.	A	37.	C	67.	D	97.	B	127.	B
8.	B	38.	A	68.	B	98.	A	128.	C
9.	D	39.	D	69.	C	99.	A	129.	B
10.	A	40.	A	70.	C	100.	A	130.	B
11.	B	41.	C	71.	C	101.	B	131.	C
12.	D	42.	D	72.	C	102.	A	132.	B
13.	D	43.	C	73.	D	103.	D	133.	B
14.	A	44.	A	74.	A	104.	D	134.	C
15.	C	45.	C	75.	C	105.	A	135.	B
16.	B	46.	D	76.	B	106.	C	136.	A
17.	A	47.	B	77.	C	107.	B	137.	C
18.	B	48.	B	78.	C	108.	D	138.	B
19.	C	49.	A	79.	B	109.	C	139.	A
20.	B	50.	B	80.	C	110.	A	140.	B
21.	C	51.	C	81.	B	111.	D	141.	D
22.	A	52.	A	82.	C	112.	C	142.	A
23.	A	53.	C	83.	D	113.	C	143.	B
24.	B	54.	C	84.	B	114.	D	144.	C
25.	D	55.	A	85.	B	115.	D	145.	C
26.	B	56.	B	86.	C	116.	A	146.	C
27.	C	57.	C	87.	C	117.	A	147.	D
28.	A	58.	B	88.	D	118.	B	148.	D
29.	A	59.	C	89.	B	119.	D	149.	A
30.	C	60.	C	90.	B	120.	C	150.	A

