


<b>Name:</b> <b>Enrolment No:</b>			
<p style="text-align: center;"><b>UPES</b>  <b>End Semester Examination, May 2025</b></p> <p><b>Course: Transfer of Property and Easement Law</b>  <b>Semester: IV</b>  <b>Program: LL.B</b>  <b>Course Code: CLCC2034</b></p> <p style="text-align: right;"><b>Time : 03 hrs.</b>  <b>Max. Marks: 100</b></p> <p><b>Instructions: Attempt all questions</b></p>			
<b>SECTION A</b> <b>(5Qx2M=10Marks)</b>			
S. No.		Marks	CO
Q 1	Describe the kind of claims are recognized by courts as actionable claim?	2	CO1
Q 2	Differentiate between tenancy at sufferance and tenancy at will	2	CO1
Q 3	Distinguish between Section 53 and section 127 of The Transfer of Property Act.	2	CO1
Q 4	Distinguish between Mortgage by Conditional Sale and English Mortgage	2	CO1
Q 5	List out the rights of seller before completion of sale?	2	CO1
<b>SECTION B</b> <b>(4Qx5M= 20 Marks)</b>			
Q 6	Differentiate between Dominant and servient heritages with the help of examples. Explain the modes of acquiring easement.	5	CO2
Q 7	Discuss the doctrine of lis pendens, and how does it seek to balance the rights of parties in a pending litigation with the rights of third parties?	5	CO2
Q 8	Compare and contrast Section 21 (Contingent interest) and Section 19 (Vested interest) in terms of nature, certainty, and transferability.	5	CO2
Q.9	Differentiate between application of Positive covenant and negative covenant under transfers related to immovable property with the help of case laws and provisions.  Or  Explain the concept of "Gift" under the Transfer of Property Act, 1882? Discuss the essential elements required for a valid gift. How is a gift of immovable property different from that of movable property under the Act?	5	CO2

<b>SECTION-C</b> <b>(2Qx10M=20 Marks)</b>			
Q 10	Explain the status of Section 41 of Transfer of Property Act with reference to Benami Transaction (Prohibition) Amendment Act, 2016. What are the changes brought about by the Benami Transaction (Prohibition) Amendment Act, 2016.	10	CO3
Q 11	Critically examine the principle of Part Performance with reference to statutory interpretation, relevant judicial pronouncements, and the effect of recent legislative amendments, especially post-2001. To what extent does Section 53-A serve the ends of equity and justice in the context of Indian property law?	10	CO3
<b>SECTION-D</b> <b>(2Qx25M=50 Marks)</b>			
Q12	<p>Ravi, the owner of a commercial property in Lucknow, approached Shyam, a moneylender, for a loan of ₹10 lakhs. In January 2022, he executed a document titled "Deed of Mortgage," in which he transferred the property to Shyam with the following terms:</p> <p>Ravi would repay the loan within 5 years.</p> <p>During the loan period, Shyam would have the right to retain possession of the property and enjoy the rental income from tenants.</p> <p>The deed included a condition that if Ravi failed to repay the loan within the stipulated time, Shyam would become the absolute owner of the property, without the need for any further transfer.</p> <p>In 2024, Ravi was unable to repay the amount. Shyam claimed absolute ownership based on the mortgage deed and refused to return the property.</p> <p>Ravi now files a suit in court, arguing that the clause giving ownership to Shyam is void, and that he is entitled to redeem the mortgage.</p> <p>In the context of the above facts answer the following questions with the help of legal provisions and case laws:</p> <ol style="list-style-type: none"> <li>1) Analyze the validity of the clause that transfers absolute ownership to Shyam upon Ravi's failure to repay the loan.</li> <li>2) Explain the concept of the right of redemption and whether Ravi can still exercise this right.</li> </ol>	25	CO 4

Q 13	<p>In 2021, Neelima, the owner of a bungalow in Pune, entered into a written agreement with Rajiv, an architect, permitting him to “use a portion of the bungalow’s outhouse as a working studio” for five years, at a monthly payment of ₹25,000. The agreement, titled “Licence Deed,” explicitly stated that Rajiv would have no tenancy rights. However, the document did not mention that the arrangement was revocable. Rajiv was given access to a separate entrance and a set of keys. He modified the interiors to suit his professional needs, installed office furniture, and even employed two staff members who regularly worked from the premises. Over the next three years, Rajiv paid the agreed monthly amount without default.</p> <p>In 2024, Neelima asked Rajiv to vacate the premises, claiming that he was only a licensee and the arrangement could be terminated at will. Rajiv contested the claim, arguing that he had exclusive possession and the agreement, despite being titled a licence, was in fact a lease. He sought protection under the Transfer of Property Act, contending that he had a right to continue possession.</p> <p>In light of the above facts, decide whether the arrangement between Neelima and Rajiv amounts to a lease or a licence? Support your answer with relevant case laws and provisions.</p>	25	CO 4
------	---	----	------