

Roll No.
SAP ID



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
Online End Term Examination, December ,2020

Course: Transfer of Property and Easement Law
Programme: B. Tech CSE+LLB (Spez. Cyber Law/IPR)
Course Code: CLCC3005

Semester: VII
Time: 03 hrs.
Max. Marks: 100

SECTION A
Each Question will carry 5 Marks
Instructions: 150 - 200 words

S. No.	Question	CO
Q.1	Define 'Immovable property'.	1
Q.2	Write Short note on essential requirements of a valid easement.	1
Q.3	Discuss in brief 'Transfer of Property' within the meaning of Sec. 5 of the Transfer of Property Act, 1882.	1
Q.4	Write a short note on doctrine of Part Performance.	1
Q.5	Write short note on 'Doctrine of Lis Pendens'.	1
Q.6	Discuss in brief the scope of Transfer of Property Act, 1882.	1

SECTION B
1. Each question will carry 10 marks
2. Instruction: Write in Maximum 300-350 words.

Q.7	Explain the doctrine of Feeding the grant by estoppel. Distinguish between Indian and English Law.	2
Q.8	Discuss the requisites of a valid Sale in light of statutory provisions. Discuss whether a property can be transferred by merely executing an agreement to sell.	2
Q. 9	Explain the various modes of determination of lease by citing the relevant statutory provision. Give suitable examples.	2

Q.10	Explain the various kinds of mortgages as enumerated in the Transfer of Property Act, 1882.	2
Q.11	“No one can approbate and reprobate at the same time.” Critically examine the statement in the light of the statutory provisions contained in the Transfer of Property Act, 1882.	4
Section C		
1. Question No 12 have two part. Each part carries 10 marks. Both the parts are mandatory.		
2. Instruction- Write in 200-250 words		
Q.12 (A)	<p>Naitik suffered huge loss in his business. He was in dire need of money. He approached Kartik for taking a loan of Rs. 50000/- and agreed to execute a deed of mortgage of his property worth Rs. 15 lacs. The mortgage deed was executed by Naitik and it was agreed in the mortgage deed that the mortgagor shall be able to redeem the property after a period of 80 years. In case he fails to repay the loan amount on the due date then after the expiry of the due date the property shall be deemed to have been sold to Kartik without any requirement of executing a sale deed. In case he repays the mortgage money and gets the property redeemed then Kartik shall have a pre-emptory right to purchase the property on a price of Rs. 2 lacs. After 10 years Naitik filed a suit for redemption of the property. The Suit was challenged by Kartik (mortgagee) on the ground that the suit is premature as it if filed before the stipulated period of 80 years and therefore liable to be dismissed.</p> <p>Discuss whether Naitik would succeed in his suit for redemption. Give valid reasons in support of your answer and cite relevant case laws.</p>	3
(B)	<p>A deed of mortgage was executed behind the curtain by Ms. Saira who was a pardanashin lady (mortgagor) in favour of Jasmeet (mortgagee) for securing the repayment of a loan of Rs. 10 lacs. The mortgage deed was handed over by Saira to his son, Rehman. Rehman informed the attesting witnesses that the deed has been signed by his mother Saira. After signing the deed Saira left for Mecca. Three days after Saira left for Mecca, the attested witnesses Karim and Usman signed the deed in presence of the son Rehman and the mortgagee Jasmeet.</p>	3

	Discuss the validity of the attestation. Is the attestation valid? Give suitable reasons while citing the relevant provision of law.	
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