

Roll No.
SAP ID



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Term Examination, December, 2021

Course: Transfer of Property and Easement Law

Semester: V

Programme: B.A., LL.B (CL, LL, EL), B.Com., LLB (TL), BBA., LL.B. (BIFL, ITIL)

Time: 03 hrs.

Course Code: CLCC3028

Max. Marks: 100

SECTION A

Each Question will carry 2 Marks

5Q*2M= 10 Marks

S. No.	Question	Marks	CO
Q.1	Which Section of the Transfer of Property Act, 1882 is based on the maxim ' <i>Pendente lite nihil innovature</i> '?	2	1
Q.2	The principle incorporated in Section 41 of the Transfer of Property Act, 1882 is based on the principle laid down in which of the following cases: a) Jumma Masjid v. Kodimanindra AIR 1962 SC 847 b) Ramkumar Kondoo v. Macqueen (1872) 11 BLR 52 (IA) c) V. N. Sarin v. Ajit Kumar Poplai AIR 1966 SC 432 d) Shantha Bai v. State of Bombay AIR 1958 SC 332	2	1
Q.3	Which of the following mortgage does not require compulsory registration under law? a) Simple Mortgage securing money debt of Rs. 10000. b) Usufructory Mortgage securing money debt of Rs. 10000. c) English Mortgage securing money debt of Rs. 10000. d) Mortgage by Deposit of Title Deeds securing money debt of Rs. 10000.	2	1
Q.4	Which of the following does not amount to 'Transfer of Property' under Transfer of Property Act, 1882? a) Partition b) Gift c) Exchange d) Lease	2	1
Q.5	A Contingent Interest is heritable, transferable and can be attached in the execution of a decree. a) True b) False	2	1

SECTION B

Each Question will carry 5 Marks

4Q*5M= 20 Marks

S. No.	Question	Marks	CO
Q.1	Explain 'Doctrine of Fixture' with the help of relevant examples.	5	2
Q.2	Explain 'Doctrine of Part performance'.	5	2

Q. 3	Distinguish between a Lease and a License.	5	2
Q. 4	Distinguish between Simple Mortgage and Usufructory Mortgage.	5	2

SECTION C

1. Each question will carry 10 marks

2. Instruction: Write short / brief notes 2Q*10M= 20 Marks

S No.	Question	Marks	CO
Q.1	<p>“Any transfer of immovable property which is the subject matter of the pending litigation affects the administration of justice and therefore law prohibits any such transfer of property by the parties to the litigation.” Elucidate and explain the principle incorporated in the statement in the light of statutory provision and relevant case laws.</p> <p align="center">OR</p> <p>A gift of immovable property requires compulsory registration under law and a gift made in contravention of the provisions of the Transfer of Property Act, 1882 shall not create any right in favour of the Donee. In the light of the statement, comment on the essential requisites of a valid gift under the Transfer of Property Act, 1882.</p>	10	3
Q.2	<p>A ‘Contract for sale’ does not create any right or interest in favour of the intending buyer and right/interest can only be created by execution of a valid Sale Deed in favour of the transferee (buyer). In light of the statement, discuss the essentials of a valid Sale by citing the relevant statutory provisions.</p> <p align="center">OR</p> <p>“Easement is the right whereby the owner of the dominant heritage enjoys certain rights over the servient heritage for the beneficial enjoyment of the dominant heritage.” In view of the statement explain the essentials for creation of a valid easement under the law of easement as applicable in India.</p>	10	3

Section D

1. Each Question carries 25 Marks.

2. Instruction: Write long answer. 2Q*25M= 50

S No.	Question	Marks	CO
Q.1	<p>Kartik, a resident of Dehradun, entered into a contract for sale of a shop owned by him with Aryan, a resident of Haridwar on December 23, 2020. It was stipulated in the contract for sale that the Sale Deed shall be executed by Kartik on January 28, 2021. Kartik (transferor) executed the Sale Deed in favour of Aryan (transferee) on January 28, 2021 but Kartik left blank space for the signature of the attesting witnesses. Kartik sent the sale deed by registered post to Aryan. Aryan took the sale deed to his friends, Sara and Ananya. Sara and Ananya signed the sale deed in presence of Aryan. After the attestation, Aryan sent the sale deed by registered post to Kartik and then Kartik got the same registered in the office of the Registrar in Dehradun.</p> <p>Decide if the Sale Deed is validly attested by the attesting witnesses? Give proper reasons and highlight the discrepancy in the sale deed (if any). Cite the relevant provisions of law.</p>	25	4

	<p style="text-align: center;">Or</p> <p>Ahmed (mortgagor) executed a mortgage deed mortgaging his house worth Rupees Two Crores to Salman (mortgagee) for securing a loan of Rupees 5 lakhs on August 20, 2021. The parties stipulated in the deed that Ahmed shall not exercise his right to redemption for a period of 25 years from the date of execution of the mortgage deed. After 25 years, he could redeem the property only within a period of six months and if he fails to redeem his property within this period then he would forfeit his right to redeem the property.</p> <p>It was further stipulated that in case Ahmed redeems his property from the mortgage within the stipulated time, then he will allow Salman's son to live as a tenant in the same property for a period of 10 years.</p> <p>Decide if the conditions placed in the mortgage deed are valid in the light of relevant provisions of the Transfer of Property Act, 1882 and case laws.</p>		
Q.2	<p>Kapil leased a property to Sunil on September 18, 2021 for a period of three years. Kapil placed a condition in the lease whereby he restrained Dev from alienating the property absolutely. Sunil sub-leased the property to Navjot for a period of eighteen months. Kapil filed a suit for the recovery of the possession of the leased property from Sunil on the ground that Sunil has violated the condition under the transfer. Sunil challenged the suit on the ground that the condition was void as it restrained him absolutely from alienating the property and amounted to an absolute restraint.</p> <p>Decide whether Kapil would succeed in his suit against Sunil? Whether the plea of Sunil as to absolute restraint have got any substance? Discuss in the light of the legal provisions and relevant case laws.</p>	25	4