


Name:			
Enrolment No:			
UPES End Semester Examination, December 2023			
Course: Transfer of Property and Easement Law Program: BA. LL.B, BBA. LL.B., B.COM LL.B., B.Tech LL.B. Course Code: CLCC4022		Semester: VII Time: 03 hrs. Max. Marks: 100	
Instructions: All questions are Mandatory.			
SECTION A (5Qx2M=10Marks)			
S. No.		Marks	CO
Q 1	The Maxim 'Pendent lite Nihil Innovature' means _____?	2	CO1
Q 2	The Transfer of Property Act came into force on: A. February 18, 1882 B. June 1, 1882 C. July 1, 1882 D. August 1, 1882	2	CO1
Q 3	Which of the following sections of the Transfer of Property Act, 1882 provides for the Transfer of Actionable Claim? A. Section 122, TPA	2	CO1

	<p>B. Section 129, TPA</p> <p>C. Section 130, TPA</p> <p>D. Section 133, TPA</p>		
Q 4	<p>Which of the following sections of the Transfer of Property Act, 1882 provides for ‘Operation of Transfer’?</p> <p>A. Section 6, TPA</p> <p>B. Section 7, TPA</p> <p>C. Section 8, TPA</p> <p>D. Section 9, TPA</p>	2	CO1
Q 5	<p>In which of the following cases, the Supreme Court held the right to catch fishery is a <i>profit a prendre</i> and therefore a right in Immovable property:</p> <p>A. Shanta Bai v. State of Bombay</p> <p>B. Anand Bahera v. State of Orrissa</p> <p>C. V. N. Sarin v. Ajit Kumar Poplai</p> <p>D. Duncan Industries v. State of Uttar Pradesh</p>	2	CO1
<p>SECTION B</p> <p>(4Qx5M= 20 Marks)</p>			
Q 6	<p>Write a short note on ‘Onerous Gift’.</p> <p style="text-align: center;">Or</p> <p>Write a short note on ‘Conditional Gifts’</p>	5	CO2
Q 7	<p>Write a short note on ‘Usufructory Mortgage’. Cite the relevant legal provision.</p> <p style="text-align: center;">Or</p> <p>Differentiate between ‘English Mortgage and Mortgage by Conditional Sale’.</p>	5	CO2
Q 8	<p>Write a short note on the ‘Doctrine of Lis Pendens.’ Cite the relevant legal provision.</p> <p style="text-align: center;">Or</p> <p>Write a short note on the Doctrine of Feeding the Grant by Estoppel’. Cite the relevant legal provision.</p>	5	CO2

Q 9	Write a short note on 'Essentials of a Valid Easement. Or Comment on 'Creation and Extinction of Easement'.	5	CO2
SECTION-C (2Qx10M=20 Marks)			
Q 10	<p>“The question, what is that sufficient attachment that will convert the character of a thing to make it a fixture from a chattel, has tremendous practical importance.”</p> <p>In light of the above statement, discuss the doctrine of fixtures and its applicability in the Indian context. Cite case laws to substantiate your answer.</p>	10	CO3
Q 11	<p>A Sale is a transfer of ownership in exchange for a price paid or promised or partly paid and partly promised. A valid sale of immovable property must be made by complying with the legal requirements laid down in the Transfer of Property Act, 1882.”</p> <p>Critically analyse and explain the statement in the light of essentials required for the creation of a Valid Sale. Cite the relevant provisions of the Transfer of Property Act, 1882.</p>	10	CO3
SECTION-D (2Qx25M=50 Marks)			
Q 12	Manas owned a residential property in Vasant Vihar, Dehradun. As he was in dire need of money, he transferred the property to Dinesh for 2 cr. However, because of his emotional attachment to the property, he wanted to discourage Dinesh from selling it further. In furtherance of the same, he inserted the following clause in the sale deed:	25	CO4

	<p>“Clause 17- If the vendee (Dinesh) decides to sell the property, the vendor (Manas) will have the right to purchase the entire property for 20 lacs. Any sale made in contravention to this right shall be void.”</p> <p>Dinesh later sold the property to his childhood friend, Vikram, for 2.5 cr.</p> <p>Decide the validity of:</p> <ol style="list-style-type: none"> a. Clause 17 in the Sale Deed b. Transfer by Dinesh in favour of Vikram <p>Cite relevant provisions of the Transfer of Property Act 1882 and case laws to substantiate your answer.</p>		
Q 13	<p>A and B entered into a written agreement named ‘License Deed’. The agreement includes certain terms and conditions and also covers clauses that make it difficult to determine the nature of the agreement.</p> <p>Clause 1: The agreement is referred to as a "License Deed" and identifies A as the "Licensor" and B as the "Licensee."</p> <p>Clause 2: The agreement grants B the right to use and occupy the property for a term of ten years.</p> <p>Clause 3: The agreement requires B to pay a fixed monthly fee of 20,000/- to A as consideration for the right to use the property.</p> <p>Clause 4: The agreement includes a clause stating that A may terminate the license at any time with 30 days' notice. In case B desires to terminate the licence he can do so by giving 60 days' notice</p>	25	CO4

	<p>Clause 5: The agreement also includes a clause stating that B may not sublet the property to any third party without A's prior written consent.</p> <p>After one year, A decided to terminate the license agreement and provided B with the required 30 days' notice. However, B argues that the agreement was for a term of ten years and refuses to vacate the property. Furthermore, it was discovered that B had sublet the property to X without A's prior consent within one month of agreement. A is annoyed with B's subletting and wants to cancel the contract.</p> <p>Decide with the help of case laws and provisions what factors should be considered in determining whether the agreement is a lease or a license? Can A terminate the agreement early despite B's claim that the agreement was for ten years?</p>		
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