

Program: B.TECH.(CSE), LL.B. (Hons.) Cyber Laws
Subject (Course): Property Law
Course Code : LLBL 402
No. of page/s: 03

Semester – VIII
Max. Marks:100
Duration : 3 Hours

Section A (5 x 2 Marks)

Explain:

- Q.N0.1 Modes of revocation of Gift of Immovable Property
- Q.N0.2 Distinguish between a vested and contingent interest.
- Q.N0.3 Difference between charge and mortgage
- Q.N0.4 Actionable Claim with examples/illustrations
- Q.No.5 Marshalling

Section B (2 x 10 marks)

(Attempt any two. Each questions carry equal marks)

- Q. N0.6 Explain the concept and essential requirements of a valid easement. How can easement be created and extinguished. Explain with the help of relevant provisions and examples.
- Q. N0.7 Differentiate between application of Positive covenant and negative covenant under transfers related to immovable property with the help of case laws and provisions.
- Q.No.8 What do you mean by ‘Spes Successionis’. To what extent it is similar to the rule of ‘Feeding the Grant by Estoppel’. Explain with the help of relevant provisions and examples.

Section C (2 x 10 Marks)

- Q. N0.9 Explain the salient features of Benami Transaction (Prohibition) Amendment Act, 2016. Explain the status of Section 41 of Transfer of Property Act with reference to Benami Transaction (Prohibition) Amendment Act, 2016.

Q.NO 10. Section 53-A can be used as a shield, but is not available as an independent claim; neither as a plaintiff nor as a defendant. It is a weapon of defence and not of attack. Analyse with the help of judicial pronouncement and recent amendments.

Section D

Q.No.11 'A' mortgages his house to B subject to the condition stipulated in the mortgaged deed itself that he or his heirs would not redeem the property for a period of 80 years. The deed says that after expiry of 80 years, we, ie., Mortgagor or his heirs shall redeem it within a period of six months. In case they are not able to redeem within a period of six months then after the expiry of the stipulated time period, he and his legal representatives shall have no claim over the mortgaged property and the mortgagee shall have no claim to get the mortgage money and the (repair) expenses that may be due at the time of default. In such a case this very deed will be deemed to be a sale deed. There would be no need for executing a fresh sale deed. The mortgagee took the possession of the property. After 40 years of the execution of the mortgage, A's sons filed a suit for redemption of the mortgage claiming that this long term and prevention of redemption till 85 years is a clog on their equity of redemption and therefore void.

Discuss the validity of the above agreement & decide the case in light of the legal provisions and case laws.

- (i) Explain the concept of 'once a mortgage always a mortgage'.
- (ii) What are the different kinds of mortgages under Transfer of Property Act. Which kind of mortgage is beneficial from the point of view of Mortgagor

[20 Marks]

Q.NO. 12 'A' transfers his 30 acres of land situated at Prem Nagar Dehradun to 'B', to be enjoyed by 'B' during his life time and then the property is to vest in the first born child of 'B'. In case first born child of 'B' is a boy then property would vest in him absolutely when such child attains the age of 21 years. Deed also provided that in case the first born child is a girl, then property will vest in her absolutely at the age of 10 years. The deed also provided that if 'B' does not have a child at all; or such child dies before attainment of the age of 21 years or 10 years as the case may be, the property would go to B's younger brother 'C' and 'C' is supposed to construct hospital in that property. 'B' got married and his first child was a boy who died at the age of 20 years. 'C' is claiming for the possession and ownership of property on the basis of deed prepared by 'A'. Will he succeed? Discuss in light of the legal provisions and case laws.

[10 Marks]

Q.NO 13 A departmental store run by BSS, Bhatia Service Stores, was opened with the objective of providing a wide range of goods under one roof. They constructed the building in the old godown of a mill, furnished with furniture and fittings, electrical fittings etc, entered into an agreement with several traders who wanted to stock, display and sell their goods through BSS.

Each trader was to be provided by the BSS a stall complete with fittings and furniture. None of the stalls had a locking arrangement or a wall. Each stall was made of wooden showcases placed back to back and waist high counters in the front. While the ownership of the stalls and furniture was with the BSS, it was only with respect to the goods displayed that the ownership was with the traders. There was a single entrance to the store manned by the security provided by the BSS. The traders were not permitted to change the character of the goods to be sold by them through BSS unilaterally. The timing of opening of the market was regulated by BSS. The control was so strict, that before the opening of the gate no one could enter, and as the store was closed for lunch between 12:00 noon to 3:00 pm, all traders had to come out and could get in only at the reopening of the gates. In order to lure more customers the traders requested the management to do away with the lunch break which BSS refused and the traders went to court. To decide the rights of BSS and of the traders, the issue before the Court was, whether agreement between traders and BSS constituted a Lease or License. Decide by giving suitable legal reasoning and case laws. Also clarify the test laid down by Supreme Court in number of cases for determining distinctions between lease and licence. [10 Marks]

Q.NO 14 A suit was instituted by *A*, the plaintiff, in the Township Court at Bogale, which could deal with suits upto Rs 5000 in value. *B*, the defendant, pleaded inter alia that on a correct valuation, the suit would be found to be beyond the pecuniary jurisdiction of the court. The court framed a preliminary issue as to the proper valuation of the suit and recorded a finding after investigation and evidence that the valuation of the suit would be Rs. 7500. Therefore, the court where it was filed did not have the pecuniary jurisdiction to try it. It accordingly directed that the plaint be returned. In the meantime *B* sold the same property to *X*. Whether the sale deed is hit by lis-pendens? Explain the circumstances for applicability of lis-pendens along with exceptions, if any.[10 Marks]

Roll No: -----



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

Q.NO14. 'A' transfers his property situated at Bidholi Dehradun to 'B', to be enjoyed by 'B' during his life time and then the property is to vest in the first born child of 'B'. In case first born child of 'B' is a boy then property would vest in him for his life time when such child attains the age of 31 years. Deed also provided that in case the first born child is a girl, then property will vest in her absolutely at the age of 18 years. The deed also provided that if 'B' does not have a child at all; or such child dies before attainment of the age of 31 years or 18 years as the case may be, the property would go to B's younger sister 'C'. 'B' got married and his first child was a boy who died at the age of 20 years. 'C' is claiming for the possession and ownership of property on the basis of deed prepared by 'A'. Will he succeed in getting the property as per deed prepared by 'A'? Discuss in light of the legal provisions and case laws. [10 Marks]