

Name:

Enrolment No:



**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES**

**End Semester Examination, May, 2019**

**Course: Property Law**

**Programme: B.TECH.(CSE), LL.B. (Hons.) Cyber Laws**

**Time: 03 hrs.**

**Course Code: LLBL 402**

**Semester: VIII**

**Max. Marks: 100**

**SECTION A**

S. No.		Marks	
Q 1			
(a)	Give any four modes of termination of Lease	2	<b>CO 1</b>
(b)	What are the essentials of valid Gift?	2	<b>CO 1</b>
(c)	Differentiate between charge and mortgage	2	<b>CO 1</b>
(d)	What is actionable claim?	2	<b>CO 1</b>
(e)	Distinguish between Vested and Contingent interest	2	<b>CO 1</b>

**SECTION B**


Q.2	Explain the concept of Easement and differentiate between Dominant and servient heritages with help of examples.	10	<b>CO 2</b>
Q.3	Explain the difference between lease & licence with the help of relevant provisions, case laws and by referring to the tests laid down by the Supreme Court.	10	<b>CO2</b>

**SECTION-C**

Q.4	What are Benami Transaction? How do they impact the national economy? Explain the status of Section 41 of Transfer of Property Act with reference to Benami Transaction (Prohibition) Amendment Act, 2016.	10	<b>CO3</b>
Q.5	"Section 6(a) of the T.P. Act; 1882 enacts a rule of substantive law while Sec. 43 enacts a rule of estoppel which is one of evidence." Analyse the above statement in light of the decided case Jumma Masjid Mercara v. Kodaimanidra Deviah, AIR 1962	10	<b>CO3</b>

	S.C. 847.		
SECTION-D			
Q. 6	<p>A executed a usufructuary mortgage by giving his land in favour of B on 1<sup>st</sup> January 2006. As per the mortgage deed it was agreed that A is not going to redeem his property before 40 years. Mortgagor (A) also agreed that after 40 years, he would redeem within one year. In January 2019, A expressed his interest to redeem the mortgaged property. B refused to redeem the property to A on the ground that suit is premature and not maintainable.</p> <p>(a) Discuss the validity of the above agreement &amp; decide the case in light of the legal provisions and case laws.</p> <p>(b) Which kind of mortgage is beneficial from the point of view of Mortgagor. Analyse by giving proper reasons.</p>	10  10	<b>CO4</b>
Q.7	<p>A's friend B, who was new to the town, had no place to live. A permitted him to occupy his house till he could find an alternative suitable accommodation. A came to know that B was trying to sell this property. Alarmed, A goes to the court and files a suit against B for declaration of title and recovery of possession. Three days prior to the filing of the suit, without the knowledge of A, B sold this house to C for a consideration of Rs. 70 lakhs. The case is decided in A's favour. Meanwhile, while the litigation was pending, C, who considered himself to be the bonafide owner, donated the house for the purposes of running of orphanage. A now files a suit for eviction against the orphanage. Will he succeed? Discuss in light of the doctrine of <i>Lis Pendens</i> by referring to proper provisions and case laws.</p>	10	<b>CO4</b>
Q. 8	<p>Landlord filed a suit against tenant for eviction from his house. Tenant had constructed one room in that house. He took the plea of part performance in defense and produced unregistered receipt for Rs 20,000/- from landlord in his favour showing advance money towards the sale of house in favour of the tenant. He also filed a letter of landlord addressed to tenant in which he promised to execute the sale deed after returning of his son from abroad. The landlord contested that the plea of part performance can be used only as a shield and not as a sword. Decide the case and justify your answer by relevant provisions and case laws.</p>	10	<b>CO4</b>
Q.9	<p>A is the owner of an estate that has only timber trees in various stages of growth. Under a contract, he confers a right in favour of B to enter the forest and cut only standing timber. The right is spread over a period of twenty years. Explain the nature of right under this contract and distinguish between a standing timber and a timber</p>	10	<b>CO4</b>

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**SECTION A**

S. No.	Question	Marks	CO
Q 1(a)	Modes of Revocation of Gifts	2	CO1
(b)	Differentiate between fulfilment of condition precedent and fulfillment of condition subsequent.	2	CO1
(c)	What is sub-letting?	2	CO1
(d)	Explain the exception to contingent interest.	2	CO1
(e)	What is Marshalling?	2	CO1

**SECTION B**

Q 2	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.	10	CO2
Q.3	Examine the objectives and important provisions of the Benami Transactions (Prohibition) Amendment Act of 2016.	10	CO2

**SECTION-C**

Q.4	“Doctrine of Part Performance” is a right available only to the defendant to protect his possession. Analyse the doctrine of Part performance with the help of case laws and state the effect of 2001 amendment in the Registration Act.	10	CO3
Q.5	“During litigation, nothing new should be introduced.” Examine critically the basis of this doctrine.	10	CO3

**SECTION-D**

Q.6	<p>‘A’ mortgages his house to ‘B’. The mortgage was an anomalous mortgage. It was a combination of a simple and a usufructuary mortgage. The terms of the mortgage provided that subject to condition stipulated in the mortgage deed, ‘A’ or his heirs would not redeem the property for a period of 70 years and the right of redemption would arise only after the expiry of 70 years from the date of execution of the mortgage. Since the possession was delivered to the mortgagee, a condition in the deed also empowered him to demolish the existing structures on the property and rebuild the new ones and re-reimburse the entire cost of construction from the mortgagors. In addition, the entire amount was to be paid to the mortgagee only at the end of the term, and no periodical payment was permissible. ‘A’ filed a suit for redemption and for recovery of possession before 70 years. Mortgagee denied to give possession on the basis that right to redemption is premature.</p> <p>(i) Discuss the validity of the above agreement &amp; decide the case in light of the legal provisions and case laws.</p> <p>(ii) Explain the different kinds of Mortgage under Transfer of Property Act. Which mortgage is most suitable from the point of view of Mortgagee?</p>	<b>10 10</b>	<b>CO4</b>
Q.7	<p>A had created a lease in favour of B. B in turn created an agreement with C, styled it as a lease and licence agreement for running a petrol pump, a service station and for sale of a motor spare parts. B was not empowered under the agreement to create a sub-tenancy of the interest that he had in the property without the consent of the landlord. In the deed it was specifically mentioned that the licence is granted for the purposes of use, occupy, enjoy, run and work the petrol station and that B was empowered to revoke the licence in the event of a breach of any condition. Analyse the nature of agreement whether it constituted lease or licence with the help of provisions and case laws. Also differentiate between the grounds of termination of lease &amp; licence</p>	<b>10</b>	<b>CO4</b>
Q.8	<p>A’s father was sick and in order to meet the medical expenses. A sold his father’s property to a family friend, X. Two days later, father died, but S who had taken consideration from X, refused to hand him over the possession of the property. X files a suit for recovery of possession. Will he succeed? Discuss and explain the primary distinction between <i>spes successionis</i> and the doctrine of feeding the grant by estoppel.</p>	<b>10</b>	<b>CO4</b>
Q.9	<p>A leased his land to B and then after one year sold it to him. The sale deed was not registered. B, who was originally the tenant continued in possession as owner. One month later, A sold the land to C and got the sale deed registered without disclosing the fact that it was already sold to B, C sued B for the rent alleging that B was in possession as tenant while B alleges that he is the owner. B wants to take the benefit of the doctrine of “actual possession as constructive notice” while C relied on the doctrine of “registration as constructive notice. Decide the case and justify your answer.</p>	<b>10</b>	<b>CO4</b>

