


<b>Name:</b>  <b>Enrolment No:</b>			
<b>UPES</b> <b>End Semester Examination, December 2024</b> <b>Course: Transfer of Property and Easement Law</b> <span style="float: right;"><b>Semester: VII</b></span> <b>Program: BA LL.B./BBA LL.B./B.COM LL.B.</b> <span style="float: right;"><b>Time: 03 hrs.</b></span> <b>Course Code: CLCC4022</b> <span style="float: right;"><b>Max. Marks: 100</b></span>  <b>Instructions: All questions are mandatory.</b>			
<b>SECTION A</b> <b>(5Qx2M=10Marks)</b>			
S. No.		Marks	CO
Q 1	Which of the following amounts to 'Transfer of Property' under the Transfer of Property Act, 1882?  a) Surrender b) Partition c) Exchange d) Will	2	CO1
Q 2	Acceptance of the benefit by the person on whom it is conferred constitutes an election by him to confirm the transfer, even if he is not	2	CO1

	<p>aware of his duty to elect and of those circumstances that would influence the judgment of a reasonable man in making an election.</p> <p>A. True</p> <p>B. False</p>		
Q 3	<p>'Lease' is defined in:</p> <p>a) Section 105, TPA, 1882</p> <p>b) Section 106, TPA, 1882</p> <p>c) Section 107, TPA, 1882</p> <p>d) Section 108, TPA, 1882</p>	2	CO1
Q 4	<p>The subject matter of the Gift under the Transfer of Property Act, 1882 can be:</p> <p>a) Immovable Property only</p> <p>b) Movable Property only</p> <p>c) Both movable and immovable property</p> <p>d) None of the above</p>	2	CO1
Q 5	<p>In which of the following cases, the Supreme Court held the right to catch fishery is 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><b>SECTION B</b></p> <p><b>(4Qx5M= 20 Marks)</b></p>			
Q 6	Differentiate between Lease and License.	5	CO2
Q 7	Write a short note on the 'Doctrine of Feeding the Grant by Estoppel'.	5	CO2
Q 8	Write a short comment on Maxim 'Pendent lite Nihil Innovature'	5	CO2

Q 9	Write a short note on 'Dominant and Servient Heritage'	5	CO2
<b>SECTION-C</b> <b>(2Qx10M=20 Marks)</b>			
Q 10	<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 the legal requirements laid down in the Transfer of Property Act, 1882.'</p> <p>Critically analyze and explain the statement in the light of statutory law on Sale laid down in the Transfer of Property Act, 1882, and elaborate on the essentials of a valid Sale. Can a property be validly transferred merely on the basis of an agreement to sell/power of attorney? Discuss in the light of relevant legal provision and case laws.</p>	10	CO3
Q 11	<p>"Section 53A of the Transfer of Property Act, 1882, functions as a defensive mechanism in property disputes and protects the interests of the defrauded transferee against greedy transferors."</p> <p>Considering the statement elaborate on the principle, rationale, and essentials of the 'Doctrine of Part Performance' mentioning the relevant legal provision of the TPA, 1882 and case laws. What would be the effect of an unregistered contract for transfer on the protection conferred under section 53 A.</p>	10	CO3
<b>SECTION-D</b> <b>(2Qx25M=50 Marks)</b>			
Q 12	<p>Sachet sold a house to Imran for Rs. 50 lacs. At the time of transfer, the house in question was in the possession of Hardik. Imran came to know of this fact about possession from a neighbor of Sachet. After the registration of the sale deed, Imran filed a case for recovery of possession making Sachet and Hardik parties in the suit.</p> <p>Hardik produced the registered title deeds of the property before the court showing him as the owner of the property.</p>	25	CO4

	<p>Imran pleaded that he was a ‘transferee without notice’ and had no notice of the title of Hardik.</p> <p>Critically evaluate whether the plea of Imran as to ‘transferee without notice’ would be accepted or not? Elaborate in the light of relevant legal provisions of law, case laws and give reasons in support of your answer.</p>		
Q 13	<p>Mr. A, a property owner, approached Mr. B, a financier, for a loan of ₹ 5 crore to expand his business. After negotiation, Mr. B agreed to provide the loan on the condition that Mr. A mortgages his commercial property situated in Dehradun as security. Given the unique nature of their agreement, they entered into an anomalous mortgage with a repayment period of loan in 40 years, at a fixed interest rate. As part of the mortgage terms and conditions, Mr. B added a specific clause that Mr. A could not redeem the property before the 40-year term, even if he managed to repay the loan earlier. Furthermore, the clause stated that if Mr. A failed to meet any installment, the property would be transferred permanently to Mr. B with no further opportunity for redemption. Mr. A signed the mortgage agreement.</p> <p>Over time, Mr. A's business flourished, and within 15 years, he accumulated sufficient funds to repay the entire loan amount, hoping to redeem the property early. However, Mr. B refused the early redemption, citing the 40-year clause in the agreement.</p> <p>In light of these circumstances, analyze the following whether the 40-year restriction on early redemption creates a clog on the equity of redemption for Mr. A? Can Mr. A challenge this clause under the principle of equity, claiming that it unfairly restricts his right to redeem?</p>	25	CO4

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