


Name:	
Enrolment No:	

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, December 2018

Course: Property Law including Transfer of Property Act and Easement Act
Programme: B.B.A LLB CL/B.B.A LLB ITIL/BFSI / B.Com LLB TL
Time: 03 hrs.

Semester: V
Course Code:LLBL 402
Max. Marks: 100

SECTION A

S. No.		Marks	CO
Q 1	Differentiate between Charge and mortgage	2	CO 1
Q 2	Explain Actionable Claim with examples/illustrations	2	CO 1
Q 3	What are the essentials of Valid Gift under Transfer of Property Act?	2	CO 1
Q 4	What is doctrine of Marshalling?	2	CO 1
Q 5	Give any four modes of termination of Lease	2	CO 1

SECTION B
Attempt any 2

Q 6	Explain the concept and essential requirements of an easement. How can easement be created and extinguished. Explain with the help of relevant provisions and examples.	10	CO 4
Q 7	Differentiate between Sale and agreement to sell of immovable property. Analyse the rights of buyer and seller before and after completion of sale agreement.	10	CO 2
Q 8	Mode of attachment and consequences of its detachment is considered to be one of the tests to ascertain whether a movable property after attachment has become a fixture or not. Explain the applicability of 'Doctrine of fixture' in India.	10	CO 3

SECTION-C

Q 9	A entered into an agreement of sale of piece of land with B. B paid the advance and got the possession of the land. However, A failed to execute a sale deed in B's favor. B constructed a boundary wall, but a trespasser encroached upon this land. B moved the court seeking a permanent injunction from the court restraining the trespasser from interfering with his peaceful possession of the property. Whether B was entitled to protect his possession.	10	CO 5
Q 10	Discuss the transfer by unauthorized persons who subsequently acquire interests in property transferred as given under sec. 43 of Transfer of Property Act 1882. Also	10	CO 3

	differentiate between transfers and their effect if made under sec. 6(a) and 43 of the T.P. Act.		
SECTION-D			
Q 11	<p>‘A’ mortgages his house to B subject to the condition stipulated in the mortgaged deed itself that he would not redeem the property for a period of 90 years. After the expiry of 90 years Mortgagor or his heirs shall redeem it within a period of one year. In case they are not able to redeem within a period of one year then after the expiry of the stipulated time period, he and legal representatives shall have no claim over the mortgaged property and the mortgagee shall have no claim to get the mortgage money. In such a case this very Mortgaged 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 90 years is a clog on their equity of redemption and therefore void.</p> <p>(i) Discuss the validity of the above agreement & decide the case in light of the legal provisions and case laws.</p> <p>(ii) Differentiate between Mortgage by Conditional Sale and English Mortgage.</p>	10 10	CO 5 CO 1
Q 12	<p>‘A’ files a suit against ‘B’ for possession of property. But the plaint is returned by the court after preliminary finding that the court does not have pecuniary jurisdiction. Before ‘A’ could file the same before the proper court ‘B’ gifted the property to ‘C’. ‘C’ claims himself to be the owner without notice of any such suit. Whether the gift deed is hit by lis-pendens? Explain the circumstances for applicability of lis-pendens along with exceptions, if any.</p>	15	CO 5
Q 13	<p>Uttarakhand State Road Transport Corporation allowed the plaintiff to run a Canteen under an agreement. The agreement empowered the corporation to inspect and check the manner in which the canteen was being run by the plaintiff at any time without giving notice and they were empowered to remove plaintiff's employees. The premises was given for a duration of two years. There was also a clause in the agreement that if either of the party would like to terminate the agreement they were free to do so but with a notice of minimum two months. Decide the nature of agreement and justify your answer by appropriate provisions and case laws. Also discuss the test laid down by Supreme Court in determining whether an agreement is a lease or a licence.</p>	15	CO 5

