

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	Semester: V
Programme: B.A LLB- EL /B A LLB CL/LL/CL	
Course Code:LLBL 402	
Time: 03 hrs.	Max. Marks: 100

SECTION A

S. No.		Marks	CO
Q 1	Give any two modes of termination of Lease	2	CO 1
Q 2	What are actionable claims? Give instances of actionable claim.	2	CO 1
Q 3	What are Onerous Gifts under Transfer of Property Act 1882	2	CO 1
Q 4	Differentiate between Mortgage and Charge	2	CO 1
Q 5	What do you understand by marshalling? Explain with illustration.	2	CO 1

SECTION B
Attempt any 2

Q 6	What are the pre-requisites of a Transfer of property? What are the kinds of property which does not become subject matter of transferability under Transfer of Property Act?	10	CO 2
Q 7	What are fraudulent transfers under Transfer of Property Act 1882? What is the effect of fraudulent transfers?	10	CO 2
Q 8	How Easement rights are different from customary rights. Differentiate between Dominant and servient heritages with the help of examples.	10	CO 4

SECTION-C

Q 9	Discuss the applicability of ‘doctrine of part-performance’ in India after the 2001 amendments of Registration Act; with the help of relevant provisions and case laws. State the differences between Indian Law and English Law of part-performance.	10	CO 3
Q 10	“Whether an instrument operates as a lease or license is a matter not of words but of substance” Discuss with the help of case laws bringing out clearly the difference between a lease and a license.	10	CO 4

SECTION-D			
Q 11	<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 the subject to condition stipulated in the mortgaged deed itself that he 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. The mortgagor 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 & decide the case in light of the legal provisions and case laws.</p> <p>(ii) Explain different kinds of Mortgages under Transfer of Property Act. Which mortgage is most suitable from the point of view of Mortgagor?</p>	15 15	CO 5 CO 1
Q 12	<p>Ram's friend Shyam, who was new to the town had no place to live. Ram permitted him to occupy his house until he could find an alternative suitable accommodation. Ram came to know that Shyam was trying to sell this property. Alarmed, Ram goes to the court and files a suit against Shyam for declaration of title and recovery of possession. Two days prior to the filing of the suit, without the knowledge of Ram, Shyam sold this house to Ghanshyam for a consideration of Rs. 25 Lakhs. The case is decided in Ram's favor. However, meanwhile the litigation is pending, Ghanshyam, who considered himself the bona fide purchaser, donated the house for the purposes of running an orphanage. A now files a suit for eviction against the orphanage. Would he succeed? Discuss in the light of the doctrine of Lis pendens with the help of relevant provisions and case laws</p>	20	CO 5