

Name:	 UPES UNIVERSITY WITH A PURPOSE
Enrolment No:	

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

End Semester Examination, December 2019

Course: Property law including Transfer of Property Act & Easement Act

Semester: IX

Program: B. TECH.(ET), LL.B. (Hons.) IPR

Time: 03 hrs.

Course Code: LLBL402

Max. Marks: 100

S. No.	SECTION A	Marks	CO
Q 1			
a)	Which provisions of Registration Act provide a list of documents, which are to be compulsorily registered, and which are optional?	2	CO1
b)	Give any four modes of termination of Lease	2	CO1
c)	What are the exceptions to general rule of direction for accumulation?	2	CO1
d)	Differentiate between charge and mortgage	2	CO1
e)	Differentiate between concept of gift and onerous gifts under Transfer of Property Act	2	CO1
SECTION B			
(Attempt any Two)			
Q 2	Distinguish between movable and immovable property and discuss whether the following are movable or immovable properties: A, the owner of a forest enters into a contract with B, and grants to him a right to enter his forest and cut all kinds of plants and trees above the height of 10 feet for a period of five years.	10	CO2
Q 3	Explain Easement. What are the modes of creation and extinction of easement?	10	CO2
Q 4	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 differentiate between transfers and their effect if made under sec. 6(a) and 43 of the T.P. Act.	10	CO2
SECTION-C			
Q 5	What are the differences between 'Vested' and 'Contingent' interest? Is vested interest is defeated by the death of the transferee before he obtains possession?	10	CO3

Q 6	There is a marked distinction between a lease and a licence, though the dividing line between the two sometimes becomes very thin or blurred. And to ascertain whether a document creates a lease or a licence, the test of exclusive possession has proved to be fallible and given way to other criteria. Explain and justify your answer.	10	CO3
SECTION-D			
Q 7	<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>	10 10	CO4
Q 8	‘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’ sold the property to ‘C’. ‘C’ claims himself to be bona fide purchaser without notice of any such suit. Whether the sale deed is hit by lis-pendens? Explain the circumstances for applicability of lis-pendens along with exceptions, if any.	15	CO4
Q9	‘A’ a Hindu husband purchased land in the name of his wife ‘B’. The property was entered in the name of wife in the revenue records. After the death of husband, wife mortgaged the land to ‘C’ who took the mortgage after due inquiries believing in good faith that ‘B’ was the owner of property. ‘C’ obtained a decree for sale on the mortgage and purchased the land. ‘D’ was having the possession of property as he had purchased the land in execution of money decree against ‘A’. ‘C’ filed suit against ‘D’ for possession. Decide the claim of ‘C’ with the help of relevant provisions and case laws. Also explain status of ‘B’ whether she is entitled to transfer the property in such a case where she was ostensible owner of property. Under what circumstances a transfer of immovable property by an ostensible owner is binding on the real owner? Explain with reference to Benami Transaction (Prohibition) Amendment Act, 2016.	15	CO4