

Roll No.

SAP ID



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, July 2020
Open Book – Through Blackboard Learning Management System

Course: Property Law
Programme: B.TECH.(CSE), LL.B. (Hons.) Cyber Laws
Course Code LLBL402

Semester: VIII

Time: 03 hrs.

Max. Marks: 100

Instructions:

As this examination is in open-book format, the students are expected to demonstrate a very high degree of Academic Integrity and not copy contents from resources referred. Instructors would look for understanding of the concept by the students and any similarity found from resources online/ offline shall be penalized in terms of deduction of marks and even cancellation of paper in requisite cases. The online examination committee of the School would also look for similarity of two answer scripts and if answer scripts of two or more students are found similar, both the answer scripts shall be treated as copied and lead to cancellation of the paper. In view of the aforesaid points, the students are warned that they should desist from using any unfair means.

All Questions are Compulsory
Answer each question in not more than 500 words

S. No.		Marks	CO
1	Uttarakhand Transport Corporation allowed the plaintiff to run a canteen at ISBT Dehradun under lease agreement. The agreement empowered the plaintiff to sell all items like snacks, meals etc., to customers at reasonable listed price as decided by mutual agreement between Corporation and Plaintiff . Corporation was under duty 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 to run the canteen was given for a duration of five year. There was also a clause in the agreement that if lessee would like to terminate the agreement they were free to do so but with a notice of minimum three months. Uttarakhand Transport Corporation after a duration of one year informed the lessee that they would not like to continue the contract anymore. Plaintiff filed suit against Transport Corporation for breach of contract. 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 number of cases determining whether an agreement is a lease or a licence.	20	CO1 CO4
Ans.			
2	Son fraudulently executed a mortgage of the property belonging to his father. The mortgagee filed a suit to enforce the mortgage. During the pendency of suit , the father	20	CO4

	died and the son acquired interest as his heir. The issue before the court was whether the mortgagee could claim protection under section 43 of TPA? Decide with the help of relevant cases and provisions while evaluating in the light of spes successions and feeding of the grant by estoppel.		
Ans.			
3	‘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? What are the changes brought about by the Benami Transaction (Prohibition) Amendment Act, 2016?	20	CO2 CO4
Ans.			
4	A was the owner of the house and B was his tenant. Three years later B entered into an agreement with A to purchase his house and therefore the agreement of sale altered its character from tenant in possession to owner in possession. B gave 80 % of consideration for purchase of this property rest 20% was to be given on the date of registration. However, 15 years later A sold the same property to C with the help of written, attested and registered agreement. C, claiming himself to be a bonafide purchaser filed a suit for recovery of possession of house. Meanwhile B filed a suit against A and his wife for specific performance of contract and claimed for the property on the ground of part performance. Decide with the help of suitable case laws & relevant provisions.	20	CO4
Ans.			
5	“The right of redemption available to a mortgagor is a statutory right which cannot be fettered by any condition which impedes or prevents redemption.” Examine the above statement critically with the help of decided cases. Also analyse which will be the best kind of mortgage to opt for , from the point of view of Mortgagor. Kindly provide your reasoning for the same.	20	CO3
Ans.			

I,, understand that submitting work that isn't my own may result in failure in this paper and I may also be subject to Disciplinary Proceedings as per the Academic Integrity policy of the University.