

Name:	
Enrolment No:	

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
Online End Semester Examination, May 2021

Course: Transfer of Property and Easement Law **Semester: VI**
Program: B. Tech Computer Science and Engineering with LL.B (Hons.) (Cyber Law / Intellectual Property Rights Time 03 hrs.
Course Code: CLCC3028 **Max. Marks: 100**

SECTION A

1. Each Question carries 5 Marks. Attempt all.
2. Instructions: Read all questions carefully and write short answers on the followings:

S. No.	Question	CO
Q 1	What is dominant heritage and servient heritage?	CO1
Q2	What do you mean by legal incidents of property?	CO1
Q3	Differentiate between Fraudulent transfers and Universal Donee	CO1
Q4	Distinguish between Spes Successions and Doctrine of feeding the grant by Estoppel.	CO1
Q5	Distinguish between a vested and a contingent interest.	CO2
Q6	What are the modes of termination of leases?	CO2

SECTION B

1. Each question will carry 10 marks. Attempt all.
2. Instruction: Analyze the given statements and answer the questions that follow.

Q 7	Who is an 'ostensible owner'? Under what circumstances a transfer of immovable property by an ostensible owner is binding upon the real owner?	CO2
Q 8	A entered into a written contract with B to take B's house on rent for 3 years at 5000/- per month. A gave 60000/- to B as one year's advance rent and took the possession of one room	CO2

	<p>as B promised to give possession of remaining portion after his son's marriage which was to take place within one month's time.</p> <p>After the wedding B did not give, possession of remaining portion of house to A. Thereupon A filed a suit for protecting his possession under sec 53A. Decide claim of A in the light of legal provisions and case laws</p>	
Q 9	<p>A contract to sell his house to B. B files a suit against A for specific performance of the contract. While the suit is pending, A sold his house to C who was not having the notice of the pendency of the suit. The suit is decreed in favour of B. Can the decree be executed against C? Decide with the help of legal provisions and case laws</p> <p>Or</p> <p>How far do the Transfer of Property Act 1882 give effect to the principle that a restriction on enjoyment of property is repugnant to absolute interest? Discuss this in the light of legal provisions and case laws</p>	CO3
Q 10	<p>"The rule against perpetuity is based on the general principle that the liberty or right of the owner of the property to alienate or transfer his property at his pleasure, should not be so exercised that it is detrimental to the property itself."</p> <p>Elaborate the statement with the help statutory provisions and case laws. Also discuss the exceptions to the rule against perpetuity with case laws.</p>	CO3
Q 11	<p>"Whether an instrument of a lease or licence is not a matter of words but of substance." Explain bringing out clear difference between lease and licence with the help of test laid down by Supreme court in number of cases.</p>	CO4
Section C		
<p>1. Each Question carries 20 Marks.</p> <p>2. Instruction: Write your answers with support of legal provisions.</p>		
Q12	<p>'A' took a loan from 'B' by giving his house situated at Prem Nagar Dehradun as a security. Mortgage was anomalous mortgage. It was a combination of Mortgage by conditional sale and usufructory mortgage. The terms of mortgage provided that the right of redemption would arise only after expiry of 90 years from the date of execution of mortgage. Since possession was given to the mortgagee, the condition in the deed also authorized the mortgagee to demolish the existing structure and construct new one as per the requirement and whole of the money would be reimbursed along with the mortgage amount at the end of the term and no periodical payment was allowed in the mortgage.</p> <p>Mortgagor filed a suit for redemption of property at the expiry of 60 years claiming 90 years claiming that this is long term and prevention of redemption till 90 years is a clog on their equity of redemption and therefore it should be treated as void. Discuss the validity of the</p>	CO4

above agreement and terms and conditions laid down & decide the case in light of the legal provisions and case laws.

Also explain the different kinds of mortgages under Transfer of Property Act. According to you which kind of mortgage is beneficial from the point of view of Mortgagor. Give your opinion with proper reasoning