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| Name: |  |
| Enrolment No: | |

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

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| Course: Transfer of Property and Easement Law | Semester: IV |
| Program: B. Sc. LL.B. (Hons.) (Intellectual Property Rights/Food, Health and Environment Law/ Medical and Forensic Law) | Time 03 hrs. |
| Course Code: CLCC 3028 | 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 |
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| Q 1 | What are easementary rights? How are they different from customary rights. | CO1 |
| Q2 | What is onerous gift and who is a universal donee? | CO1 |
| Q3 | What is actionable claim? Give certain instances of Actionable Claim | CO1 |
| Q4 | Differentiate between English Mortgage and Mortgage by Conditional Sale. | CO1 |
| Q5 | What are the essentials of a gift as given in section 122 of transfer of property Act. Can be a gift suspended or revoked? | CO2 |
| Q6 | Differentiate between vested and contingent interest. | CO2 |

SECTION B

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

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| Q 7 | Explain the doctrine of ' <i>Lis Pendens</i> ' with its essential elements. Also discuss whether a transfer made <i>lis pendens</i> be invalid at the option of the purchaser. | CO2 |

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| Q 8 | Explain the ‘Doctrine of feeding the grant by estoppel’ in the light of relevant provisions of law. | CO2 |
| Q 9 | “An absolute restraint on alienation is void but a partial restraint is not”. Discuss this in the light of legal provisions and case laws. Or Under what circumstances a transfer of immovable property by an ostensible owner is binding on the real owner? Analyse the status of Benami Transactions. | CO3 |
| Q 10 | A contracts to sell his land to B for Rs 50,000/- B paid 40,000/- to A and took the possession of the land and promised to pay the balance at the time of registration. Afterwards A sold the same property to C for Rs 70,000/- by means of registered sale deed in favour of C. Thereupon C called upon B to vacate the land. Discuss the rights of B and C as one is claiming to be bonafide purchaser and other is claiming defence under Part performance. | CO3 |
| Q 11 | A lease of immovable property is a transfer of a right to enjoy such property made for a certain time or in perpetuity in consideration of a price paid or promised. Explain and differentiate between lease and a licence. | CO4 |

Section C

1. Each Question carries 20 Marks.

2. Instruction: Write your answers with support of legal provisions.

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| Q12 | <p>A mortgaged his house to B for securing a loan of Rs. 20,00,00. It was usufructory mortgage and the mortgage deed contained three clauses:</p> <p>(a) A was prohibited from redeeming his property for an initial period of thirty years so as to allow B undisturbed possession of the house.</p> <p>(b) After the expiry of thirty years from the date of execution of the mortgage, A must redeem the property within a period of one year, failing which he would lose the right of redemption forever and B would become the owner of the house by same mortgage deed. There will be no requirement of any new deed.</p> <p>(c) If A redeems the mortgage within one year after the expiry of thirty years from the date of the execution of mortgage, B would have the option to stay in the house of A as his tenant although after paying market rent for a period of another twenty years.</p> <p>Discuss the validity of the above conditions in the light of Sec. 60 of TPA, 1882 with the help of relevant provisions and case laws.</p> <p>Which mortgage is most suitable one from the point of view of Mortgagee according to you?</p> | CO4 |
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