


Name: Enrolment No:			
UNIVERSITY OF PETROLEUM AND ENERGY STUDIES End Semester Examination, May 2022 Course: Transfer of Property and Easement Law Semester: VI Program: B. Tech CSE with LL.B (Hons.) (Cyber Law/IPR) Time : 03 hrs. Course Code: CLCC3028			
Max. Marks: 100			
SECTION A (5Qx2M=10Marks)			
S. No.		Marks	CO
Q 1	What do you understand by clog on equity of Redemption?	2	CO1
Q 2	What are the essential elements of Gift ?	2	CO1
Q 3	Distinguish between Sale and Hire purchase agreement	2	CO1
Q 4	Under what circumstances lease may be terminated?	2	CO1
Q 5	Differentiate between Universal Donee and Fraudulent transfers.	2	CO1
SECTION B (4Qx5M= 20 Marks)			
Q 6	Under what circumstances a transfer of immovable property by an ostensible owner is binding on the real owner? Also explain status of Section 41 of Transfer of Property Act.	5	CO2
Q 7	Whether an instrument operates as a lease or a licence is not a matter of words but of the substance. Explain the difference between lease & licence with the help of relevant provisions , case laws and tests laid down by the Supreme Court.	5	CO2
Q 8	Explain the phrase absolute restraint on power of alienation Or Define Easement. Explain the modes of acquisition and extinction of	5	CO2

	easement.		
Q 9	A and B, along with C who is a minor, owned a property in equal shares. A and B sold the whole property to D as if only they were entitled to it. When C grew up to majority, he refused to acknowledge the transfer. Subsequently C died and the property went to A and B. Decide the rights of D in relation to C's share. Analyse 'feeding the grant by estoppel'.	5	CO2
SECTION-C (2Qx10M=20 Marks)			
Q 10	Analyse the conditions for application of Section 53-A in the light of judicial pronouncement also explain how English law is different from Indian law regarding application of Part Performance.	10	CO3
Q 11	What are the different kinds of mortgages under Transfer of Property Act.? Analyse which kind of mortgage is beneficial from the point of view of Mortgagee. Or Analyse the Rule against Perpetuity. What is the procedure prescribed under Transfer of Property Act 1882 to transfer property for the benefit of unborn person?	10	CO3
SECTION-D (2Qx25M=50 Marks)			
Q 12	Vimal Supply Store (VSS) was a service provider with a aim to provide variety of supplies and services under one roof by opening number of small shops that they opened in different residential localities in Dehradun. They planned to open a similar store in Bidholi and Kandoli campus in Dehradun. They opened tender invitation to the public with the intention that all interested parties to come forward and take charge of different counters/shops. The big counters of grocery, hosiery, laundry, electronics, footwear, kitchenware, tailoring, saloon etc were all contracted. Opening and closure of all the shops inside the store was centrally controlled and regulated by the management of Vimal Supply Store. Quality of goods and services in all shops/counters was also	25	CO4

	<p>centrally regulated and monitored by Vimal Supply Store. The agreement between the different shopkeepers and the store had a condition that all these shopkeepers shall renew their agreement after every 5 years; with 40 % increase in the monthly rent. After 2 years the proprietor ie., VSS demanded 20 % increase in monthly rent. The shopkeepers were unhappy with this and the shopkeepers collectively filed a suit for fixation of standard rent claiming that the rent was very high and was not in tune with the rent control laws. Court framed following issues:</p> <ol style="list-style-type: none"> 1. Whether the present agreements with the shopkeepers is lease or licence? 2. Could there be intermittent increase in rent before 5 yrs. <p>Decide and justify your answer by appropriate provisions and case laws.</p>		
Q 13	<p>‘A’ instituted a suit for with respect to an immovable property regarding legal title over it against ‘B’ in the court. Court rejected the plaint on the ground that it has no jurisdiction to entertain such suit. In the meanwhile ‘B’ executed a sale deed in respect of the same property in favour of ‘X’ subsequent thereto, ‘X’ was aware about the dispute between ‘A’ & ‘B’ still he paid complete consideration and purchased the said property. Before the plaint was presented in a proper court. ‘A’, contended that the transfer of property by sale in favour of ‘X’ was hit by the rule of Lis Pendens.</p> <p>Decide whether the sale will be hit by Doctrine of lis pendens or not with the help of relevant provisions and case laws. Can a bonafide transferee be protected under such circumstances?</p>	25	CO4