

Name:	
Enrolment No:	

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, December 2018

Course: Property Law including Transfer of Property Act and Easement Act **Course Code: LLBL402**

Semester: IX

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

Time: 03 hrs.

Max. Marks: 100

Instructions:

SECTION A

		Marks	CO
	Write short notes (Attempt any two questions)	5*2	
Q1	Actionable Claim	5	CO1
Q2	Principle of Apportionment	5	CO1
Q3	Difference between Easement and Covenant	5	CO4

SECTION B

	Conceptual Question (Attempt any two questions. Each question carry equal marks)	2*10	
Q4	Discuss the applicability of ‘doctrine of part-performance’ in India after the 2001 amendments of Registration Act; with the help of relevant provisions and case laws. State the differences between Indian Law and English Law of part-performance.	10	CO3
Q5	Under what circumstances a transfer of immovable property by an ostensible owner is binding on the real owner? Explain with reference to Benami Transactions (Prohibition) Act, 1988. Also, explain status of Section 41 of Transfer of Property Act.	10	CO3
Q6	What are fraudulent transfers under TPA? What is the effect of fraudulent transfers? Discuss with the help of relevant provisions and case laws.	10	CO3

SECTION-C

	Analytical question (Attempt all questions. Each questions carry equal marks)	2*10	
Q7	‘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’ gifted the property to ‘C’. ‘C’ claims himself to be the owner without notice of any such suit. Whether the gift deed is hit by lis-pendens? Explain the circumstances for applicability of lis-pendens along with exceptions, if any.	10	CO3
Q8	Explain Doctrine of Election. Critically analyze the rights of disappointed transferee.	10	CO2

SECTION-D

	Application based question (Attempt all questions. All questions carry equal marks)	2*10	
Q9	<p>The owner of a land constructed a shopping mall with many shops. The owner of the mall earmarked different shops for different purposes, like shops for exclusive clothing for men, shops for exclusive clothing for women, shops for hosiery, shops for watches, shops for cameras, shops for shoes, shops for cosmetics and perfumes, shops for sports goods, shops for electronic goods, shops for books, shops for snacks and drinks etc. The mall owner named the agreement as ‘lease & licence’ agreement. The mall owner was having control of the hours of business, regulation of the maintenance, manner of display, cleanliness in the shops. The ingress and egress to the shop was through the corridors in the mall leading from three or four common access points/entrances which were under control of the mall owner. The shopkeepers however were entitled to stock the shop with brands of their choice though they do not have the right to change the earmarked purpose, entertain any client or customers of their choice and fix the prices/terms for goods. Shopkeeper can also lock the shop at the end of the business hours and open it whenever he wants. No one else can trade in those shops. Owner of the mall revoked the lease & licence agreement of certain shopkeepers in the mall without any notice and no reason. Explain the nature of agreement whether it constituted lease or licence with the help of provisions and case laws. Also differentiate between the grounds of termination of lease & licence</p>	20	CO5
Q10	<p>‘A’ being financially unsound mortgaged his property to ‘B’. The mortgage was anomalous mortgage. It was a combination of simple and usufructuary mortgage. The terms of mortgage provided that the right of redemption would arise only after expiry of 30 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. Mortgagor filed a suit for redemption of property before expiry of 30 years.</p> <p>(i) Analyse the validity of the above agreement & decide the case in light of the legal provisions and case laws.</p> <p>(ii) Also distinguish between mortgagor’s right of redemption and mortgagee’s right of foreclosure.</p> <p>(iii) What are the different kinds of mortgages under Transfer of Property Act. Which kind of mortgage is beneficial from the point of view of Mortgagee</p>	30	CO5

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SECTION A

S. No.	Short Note: Attempt any two.	Marks	CO
Q 1	Differentiate between Charge and mortgage	5	CO1
Q 2	Explain Actionable Claim with examples/illustrations	5	CO1
Q 3	What are the essentials of Valid Gift under TPA	5	CO1

SECTION B
Attempt any 2

Q 4	What is Conditional Transfer? Explain the doctrine of acceleration with the help of relevant illustrations	10	CO3
Q 5	What are fraudulent transfers under TPA? What is the effect of fraudulent transfers.	10	CO1
Q 6	Explain Doctrine of Election. Critically analyze the rights of disappointed transferee.	10	CO3

SECTION-C

Attempt All.

Q 7	<p>Ram's friend Shyam, who was new to the town had no place to live. Ram permitted him to occupy his house until he could find an alternative suitable accommodation. Ram came to know that Shyam was trying to sell this property. Alarmed, Ram goes to the court and files a suit against Shyam for declaration of title and recovery of possession. Two days prior to the filing of the suit, without the knowledge of Ram, Shyam sold this house to Ghanshyam for a consideration of Rs. 25 Lakhs. The case is decided in Ram's favor. However, meanwhile the litigation is pending, Ghanshyam, who considered himself the bona fide purchaser, donated the house for the purposes of running an orphanage. A now files a suit for eviction against the orphanage. Would he succeed? Discuss in the light of the doctrine of Lis pendens with the help of relevant provisions and case laws</p>	10	CO3
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Q 8	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-D			
Q 9	<p>‘A’ mortgages his house to B subject to the condition stipulated in the mortgaged deed itself that he would not redeem the property for a period of 90 years. After the expiry of 90 years Mortgagor or his heirs shall redeem it within a period of one year. In case they are not able to redeem within a period of one year then after the expiry of the stipulated time period, he and legal representatives shall have no claim over the mortgaged property and the mortgagee shall have no claim to get the mortgage money. In such a case this very Mortgaged deed will be deemed to be a sale deed. There would be no need for executing a fresh sale deed. The mortgagee took the possession of the property. After 40 years of the execution of the mortgage, A’s sons filed a suit for redemption of the mortgage claiming that this long term and prevention of redemption till 90 years is a clog on their equity of redemption and therefore void.</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) Differentiate between Mortgage by Conditional Sale and English Mortgage.</p>	30	CO2
Q 10	Uttarakhand State Road Transport Corporation allowed the plaintiff to run a Canteen under an agreement. The agreement empowered the corporation 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 was given for a duration of two years. There was also a clause in the agreement that if either of the party would like to terminate the agreement they were free to do so but with a notice of minimum two months. 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 determining whether an agreement is a lease or a licence.	20	CO5