


Name:			
Enrolment No:			
UPES End Semester Examination, May 2024			
Course: Transfer of Property and Easement Act Program: LL.B Honours' Course Code: CLCC 2034		Semester: IV Time : 03 hrs. Max. Marks: 100	
Instructions: 1. Pay attention to the word limits mentioned for each section. 2. Read every question carefully before attempting. Answers are expected to be crisp and relevant to the point.			
SECTION A (5Qx2M=10Marks)			
S. No.	Answer all questions	Marks	CO
Q 1	Statement of question		CO1
a.	Which of the following sections of the Transfer of Property Act, 1882 provides for the Rule of Caveat Emptor i. Section 53 ii. Section 3 iii. Section 23 iv. Section 33	2	CO1
b.	Which of the following sections of the Transfer of Property Act, 1882 provides for the Rule – “whatever is planted in the earth becomes a part of the earth.” i. Section 33 ii. Section 23 iii. Section 3 iv. Section 53	2	CO1
c.	Which of the following sections of the Transfer of Property Act, 1882 provides for the Rule – “if the agent has fraudulently concealed the details of the transaction from the principal, the principal is not liable.” i. Section 33 ii. Section 23 iii. Section 3 iv. Section 53	2	CO1
d.	Can an easement be transferred apart from the dominant heritage?	2	CO1
e.	What are the legal incidents attached to the property which is a house?	2	CO1

SECTION B (4Qx5M= 20 Marks)			
Q 2	Statement of question		CO2
a.	Write a short note on the Doctrine of Feeding the Grant by Estoppel'. Cite the relevant legal provision	5	CO2
b.	Write a short note on 'Usufructuary Mortgage'. Cite the relevant legal provision.	5	CO2
c.	Write a short note on 'Onerous Gift'.	5	CO2
d.	Differentiate between Vested and Contingent Interest	5	CO2
SECTION-C (2Qx10M=20 Marks)			
Q 3	Statement of question		CO3
a.	The principle underlying the doctrine of election is that the benefit and burden must coexist. Explain the relevant provision regarding the doctrine of election.	10	CO3
b.	Explain the doctrine <i>ut lite pendente nihil innovator</i> with relevant cases	10	CO3
SECTION-D (2Qx25M=50 Marks)			
	Statement of Question		CO4
Q12	<p>Define clog on equity of redemption.</p> <p>A mortgaged his house to B for securing a loan of Rs. 20,000. It was usufructuary mortgage and the mortgage deed contained three clauses:</p> <p>(i) A was prohibited from redeeming his property for an initial period of thirty years to allow B undisturbed possession of the house.</p> <p>(ii) 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.</p> <p>(iii) 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>	25	CO4

	Discuss the validity of the above conditions.		
Q13	<p>A Departmental store was opened in UPES with an objective of facilitating the supply of a wide range of goods under one roof. They constructed the building in the basement furnished it with furniture and fittings, electrical fittings etc., and entered into an agreement with traders who want to stock, display and sell goods under this departmental store. Each trader was provided with a stall complete with fittings and furniture. None of the stalls had locking system as the ownership of the stalls was with UPES. There was single entrance to the store manned by security guards provided by UPES. The control was so strict that the timings of store, opening of gate etc. was all under the control of UPES. One night, theft took place from one of such stalls and goods worth two lakhs were stolen along with 3, 50,000 rupees cash. The concerned trader claimed that the loss is to be borne by UPES, as he was a mere licensee; while UPES claimed it to be a lease and lessee is to bear the loss. This matter was brought to court in suit. Issue before the court was whether the agreement was a lease or license. Explain with the help of relevant provisions and case laws. Also, explain the test for determining the difference between lease and license; as laid down by Supreme Court.</p>	25	CO4