

Roll No.

SAP ID



SET-B

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, July 2020
Open Book – Through Blackboard Learning Management System

Course: Transfer of Property Act and Easement Law (CLCC-3028)

Semester: IV

Programme: Bsc, LL.B. (Hons.)

Time: 03 hrs.

Max. Marks: 100

Instructions:

As this examination is in open-book format, the students are expected to demonstrate a very high degree of Academic Integrity and not copy contents from resources referred. Instructors would look for understanding of the concept by the students and any similarity found from resources online/ offline shall be penalized in terms of deduction of marks and even cancellation of paper in requisite cases. The online examination committee of the School would also look for similarity of two answer scripts and if answer scripts of two or more students are found similar, both the answer scripts shall be treated as copied and lead to cancellation of the paper. In view of the aforesaid points, the students are warned that they should desist from using any unfair means.

All Questions are Compulsory
Answer each question in not more than 500 words

S. No.		Marks	CO
1	<p>The document was described as an agreement of leave and licence and the parties were described as the licensor and the licensee. The very first sentence of the document contained the words, 'landlord hereinafter called the licensor'. According to the document, the grantee was let in as a tenant on the monthly rent of Rs 350, besides the water and electricity charges. It was agreed that the grantee would not sublet, underlet or part possession of the premises to any stranger nor would he keep the premises vacant for more than three months without the consent of the licensor.</p> <p>Determine whether the above stated document has created lease or license by clearly highlighting the various tests to differentiate between these two.</p>	20	CO3,4
Ans.			
2	<p>A person, A, was conducting a business under the name of 'Touring Talkies'. He obtained land under possessory mortgage from the Raja of Mandasa in 1957, and built a temporary cinema structure and erected a temporary pandal over it. For the purposes of exhibiting cinema shows, he purchased a cinema projector and a diesel oil engine.</p>	20	CO3

	<p>This equipment was embedded and installed in earth by construction of foundation. For the purpose of running the cinema shows, A, applied and got a license that was purely temporary for a period of one year from the concerned authorities. He allegedly entrusted the management of this business to his friend B, out of trust and confidence in him. However, B colluded with the Rajah and obtained the mortgage in his name. A issued a notice in May 1961, calling upon B to render correct account of the management of the entire cinema concern including the machinery, equipment, records, etc. B denied his liability to account for the management of “Touring Talkies” by a written reply in June 1961. A became sick in 1963, and continued to be so until Aug 1965, when he died. Thereupon, A's widow W filed a suit in July 1966, praying for a declaration that she was the owner of “Touring Talkies” and a direction that the equipment including the cinema projector and the diesel oil engine be returned to her.</p> <p>Based on facts, determine, whether rights created by the document involves movable property or immovable property. Refer relevant statutory provision/s and case law/s on the issue.</p>		
Ans.			
3	<p>A person A died leaving behind his wife W and a son S. He left his entire property to S, under his Will. The Will also provide, that if S wanted to sell the property, or if any of his heirs wanted to do so, they must offer it to W first and she would have an option to purchase it at one-fifth of the value of the same, as it was assessed at the time of the testator's death. The price was specified as 3000 while the value of the house (Manor) at the time of the operation of the Will was 15000. The Will further provided that if the son or any of his heirs wanted to let this manor on rent, they could do so freely only for a period of three years. If the tenancy exceeded the three years time period, W would have the option to occupy the premises, for the period in excess of three years, at a fixed rent. The rent was fixed as 25 for the whole year. If the tenancy exceeded a period of seven years, again W was entitled to occupy the same for an annual rent of 35. The son or his heirs were under an obligation therefore to offer the premises to W first, and only when she declined to take it, could they let it out to other persons.</p> <p>Based on the facts stated what was the nature of the conditions incorporated under the Will; and whether it constituted an absolute or partial restraint on the power of alienation of this property by the son or his heirs.</p>	20	CO1,4
Ans.			
4	<p>The mortgage was an anomalous mortgage. It was a combination of a simple and a usufructuary mortgage. The terms of the mortgage provided that the right of redemption would arise only after the expiry of 99 years from the date of execution of the mortgage. Since the possession was delivered to the mortgagee, a condition in the deed also empowered him to demolish the existing structures on the property and rebuild the new ones and re-reimburse the entire cost of construction from the mortgagors. In addition, the entire amount was to be paid to the mortgagee only at the</p>	20	CO1,3,4

	<p>end of the term, and no periodical payment was permissible. The mortgagors filed a suit for redemption and for recovery of possession before 99 years.</p> <p>Based on facts stated, decide-</p> <p>a) What do you understand by the term “Right of redemption”? Explain it with the help of an illustration.</p> <p>b) Explain the term- Clog on equity of redemption. Whether in the present case, it amounts to clog or not? Give reason in support of your answer.</p>		
Ans.			
5	<p>A was the owner of certain properties. She executed a gift deed in favour of W, in the hope that W would marry her son, live with them, and look after both of them in their old age. Thereafter W married her son and came to live with them. Subsequently the son died, and after a while W felt neglected and went back to her natal place. W applied for mutation of names, but A executed a deed of cancellation on the ground that as the gift was not acted upon the same could be cancelled. She pleaded that it was a conditional gift and was subject to a condition that W would live with her and look after her. Since W had gone back to her father's place, the condition was not fulfilled and she was empowered to revoke the same.</p> <p>Based on facts answer the following questions-</p> <p>a) Explain the various essentials of a gift as enunciated under Transfer of Property Act, 1882.</p> <p>b) Explain the concept of Conditional gifts. Whether “A” is entitled to revoke gift or not? Give reasons.</p>	20	CO3,4
Ans.			

I,, understand that submitting work that isn't my own may result in failure in this paper and I may also be subject to Disciplinary Proceedings as per the Academic Integrity policy of the University.