



Programme – BBA LL.B.-2022

Course Name – Property Law

Course Code - BBALLB604

(Semester VI)

BRAINWARE UNIVERSITY
SCHOOL OF LAW
Barasat, Kolkata- 700125

Time : 2:30 Hours

[The figure in the margin indicates full marks. Candidates are required to give their answers in their own words as far as practicable.]

Group-A

(Multiple Choice Type Question)

 $1 \times 15 = 15$

1. Choose the correct alternative from the following :
 - (i) Which one of the following sections of Transfer or Property Act, 1882 deals with "rule against perpetuity"?
 - a) Section 13
 - b) Section 14
 - c) Section 15
 - d) Section 17
 - (ii) Choose the option which is not included within the meaning of Section 3 of the Transfer of Property Act, 1872:
 - a) Only standing timber and grass
 - b) Only standing timber, house and crops
 - c) Only standing timber, growing crops or grass
 - d) Only grass
 - (iii) What is the principle behind the "doctrine of Election"?
 - a) Justice
 - b) Equality
 - c) Liberty
 - d) Equity
 - (iv) Which one of the following condition is invalid according to Section 10 of the Transfer of Property Act, 1882?
 - a) A condition not to sell outside the family
 - b) A condition not to sell during the lifetime of the transferor
 - c) A condition not to sell to a person of a different religion
 - d) A condition restraining sub-letting of leased property
 - (v) Which one of the following is not an essential condition of Section 43 of the Transfer of Property Act, 1882?
 - a) The transferor is authorised to transfer
 - b) The transferor makes a representation that he is competent to transfer
 - c) Transfer is of immovable property
 - d) Transfer is for consideration
 - (vi) Outline the primary subject matter of Easement Act, 1882.
 - a) Property disputes
 - b) Rights over properties
 - c) Contractual obligations
 - d) Business agreements

- (vii) Outline the one which is NOT a type of easement:
- a) Easement of necessity
 - b) Easement of profit
 - c) Easement of light
 - d) Easement of support
- (viii) Illustrate the difference between a dominant owner and a servient owner in the context of easements:
- a) Dominant owner has no rights
 - b) Servient owner benefits from the easement
 - c) Dominant owner benefits from the easement
 - d) Servient owner has no rights
- (ix) Outline the condition which constitutes an easement by prescription:
- a) Usage for a specific duration
 - b) Usage by force
 - c) Continuous and uninterrupted use
 - d) Usage with the servient owner's permission
- (x) Outline the essential condition which is required for creating an interest in favour of an unborn person:
- a) Creation of a prior life interest in favour of living persons
 - b) Unborn person must be born before the termination of last prior life interest
 - c) Absolute interest is to be given to unborn person
 - d) All of these
- (xi) Infer whether an agreement to sale convey title to the purchaser:
- a) No, intending purchaser has right to get conveyance in the terms of the agreement
 - b) Yes, if intending purchaser has paid full consideration
 - c) Yes, if attested
 - d) Does not provide any rights
- (xii) Choose the correct statement in regards to definitions under Section 105 of the Transfer of Property Act, 1882:
- a) Price of lease is called the premium and the money, share, service are called rent
 - b) Price of lease is called rent and money, share and service are called premium
 - c) Price, money, share and service are called premium
 - d) No statement is relevant
- (xiii) Choose the section of the Transfer of Property Act which deals with gifts:
- a) Section 122
 - b) Section 123
 - c) Section 124
 - d) Section 125
- (xiv) Choose the consequence as to what happens if the donee dies before accepting the gift:
- a) Gift becomes void
 - b) Gift is transferred to heirs
 - c) Gift is transferred to the donor
 - d) Gift is transferred to charity
- (xv) Outline the right to which a mortgagee is entitled but a mortgagor is not:
- a) Right to foreclosure B.
 - b) Right to redeem
 - c) Right to recover possession
 - d) Right to inspect documents

Group-B

(Short Answer Type Questions)

3 x 5=15

2. What are the essentials of valid attestation under the Transfer of Property Act, 1882? (3)
3. Explain the expression "attached to the earth" with illustration. (3)
4. Explain the 'rule against perpetuity' with exceptions. (3)
5. Identify the conditions which are required to be fulfilled for the application of lis pendens. (3)
6. Distinguish between mortgage and charge. (3)

OR

Distinguish sale from contract of sale.

(3)

Group-C

(Long Answer Type Questions)

5 x 6=30

7. Explain the maxim "once a mortgage, always a mortgage" in relation to the equity of redemption. (5)
8. Explain the essentials of license and the rights of grantor of license. (5)
9. a. Identify whether the following are hit by the doctrine of lis pendens or not with reasons: (5)
A dispute with respect to the rights over a property was presented in court. However, the plaint was returned after a preliminary finding that the court, where it was presented, did not have the necessary pecuniary jurisdiction to try it. Before it could be filed in the appropriate Court, the party having the possession, executed a gift of the same in favour of his wife and his son. b. A owes B a debt of Rs. 20 lakh. A has property worth Rs. 40 lakh. He executes a gift of this property and all his assets in favour of C and does not retain anything of value to him. Identify the liability of C and the rights of B against C. What would be the case if the value of property that C receives under the gift is Rs. 15 lakh.
10. Analyse and answer: a. Bobby who is the owner of a house, transfer it for consideration to Rahul. In the transfer deed Bobby puts condition that Rahul would not sell it to anyone, but would keep the possession of the property to himself. Rahul agrees to abide by his condition and pays consideration. After the title passes and the property vests in Rahul. Rahul sells it to Mr. Bajaj. Bobby files a suit claiming possession of the property on the ground that Rahul has committed a breach of a condition of the contract and therefore the sale in favour of Mr. Bajaj is void. Will he succeed? Discuss in the right of provisions of the Transfer of Property Act, 1882. b. A transfers his house to B for life then to C for life and after C's death to such of his sons as shall first attain the age of 21 years and in the absence of his sons to X absolutely, C dies issueless and X claims the property. Would he be successful? Decide. (5)
11. Evaluate the impact of estoppel under section 43 of the Transfer of Property Act 1882 on the rights and obligations of parties involved in a property transaction. (5)
12. Assess the role of lis pendens in protecting the rights of bona fide purchasers for value without notice. (5)

OR

Evaluate the concept of passive equity incorporated under the doctrine of Part performance (5) with case law.

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