



BRAINWARE UNIVERSITY

Term End Examination 2024-2025

Programme – LL.B.-2021/LL.B.-2022/LL.B.-2023

Course Name – Property Law

Course Code - LLB304

(Semester III)

Full Marks : 60

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 x 15=15

1. Choose the correct alternative from the following :

- (i) Identify the property that is NOT a type of property transfer under the Transfer of Property Act, 1882.
- a) Sale
b) Lease
c) Mortgage
d) Will
- (ii) Select the person who is not eligible to transfer property under the Transfer of Property Act, 1882.
- a) A person at least eighteen years of age and sound mind
b) A juristic person
c) A person who is intoxicated
d) A person who is dead.
- (iii) Select the correct definition of immovable property according to the Transfer of Property Act 1882.
- a) Land, benefits arising out of land and things attached to the earth except for standing timber, growing crops or grass.
b) Any property that cannot be moved.
c) Property that is registered with the government.
d) Property that is owned by a person or company.
- (iv) Which among the following is an example of a transfer of property?
- a) A gift of a house from one person to another.
b) A sale of a car from one person to another.
c) A lease of an apartment from one person to another.
d) All of these
- (v) What among the following is included in movable property?
- a) Standing timber
b) Growing crops
c) Grass
d) All of these
- (vi) Choose according to the Transfer of Property Act, 1882, the right to future maintenance, in whatever manner arising, secured or determined cannot be:

- a) transferred.
c) charged.
- b) assigned.
d) encumbered.
- (vii) Select the following as to whether or not a condition restraining alienation of property would be valid in the case of a lease:
- a) Yes.
c) Cannot be determined.
- b) No.
d) Depends on the specific facts of the case.
- (viii) Select the implication of the legal maxim *Allegans Contraria Non-Est Audiendus* in relation to the Doctrine of Election.
- a) Contradictory statements in the same event should be accepted.
c) Contradictory statements in different events should be accepted.
- b) Contradictory statements in the same event should not be heard.
d) Contradictory statements in different events should not be heard.
- (ix) Identify who is referred to as the Benamidar and who is referred to as the Beneficial Owner in a Benami transaction.
- a) Benamidar holds the property, and the Beneficial Owner is the one who paid the consideration.
c) Benamidar is the one transferring the property, and the Beneficial Owner is the one paying the consideration.
- b) Benamidar is the third party paying consideration, and the Beneficial Owner is the one transferring the property.
d) Benamidar is the buyer, and the Beneficial Owner is the seller of the property.
- (x) Choose when the doctrine of feeding the grant by estoppel (Section 43) applies in property transfers.
- a) When the transferor fraudulently or erroneously represents having authority to transfer immovable property for consideration.
c) When the transferor has absolute title to the property.
- b) When the transferee is aware of the transferor's fraud or error.
d) When the transfer is a gift and not for consideration.
- (xi) Select the key difference between a sale and a mortgage.
- a) Transfer of ownership rights
c) No difference
- b) Transfer of certain ownership rights
d) Mortgage involves a higher value
- (xii) Trace when a mortgagee has the right to sell the mortgaged property in a mortgage by conditional sale.
- a) On failure of repayment of the mortgage money
c) After a certain number of payments are missed
- b) When the mortgagor requests the sale
d) After a specific grace period
- (xiii) Predict the type of accession described as an addition to the property without any man-made efforts.
- a) Natural accession.
c) Voluntary accession.
- b) Artificial accession.
d) Forced accession.
- (xiv) Remember the circumstances in which a charge crystallizes into a fixed charge.
- a) When the borrower defaults on payment
c) When the borrower sells the charged asset
- b) During the creation of a charge
d) When the lender takes legal action to recover the debt
- (xv) Relate the duration of a lease in the absence of a contract, according to Section 106, for any purpose other than agricultural or manufacturing.
- a) 15 days
c) 6 months
- b) 1 month
d) 1 year

Group-B

(Short Answer Type Questions)

3 x 5=15

2. Explain the term "transfer of property" according to Section 5 of the Transfer of Property Act (3) and outline its essential elements as described in the provided text.
3. Define vested interest and highlight its characteristics. (3)
4. Explain and interpret the term 'Immovable Property' with illustration. (3)
5. Define the Doctrine of Lis Pendens and its significance in property law. (3)
6. Explain the essentials of a lease according to the Transfer of Property Act, 1882. (3)

OR

Compare and distinguish between immovable and movable property in the context of making a gift under the Transfer of Property Act, 1882. (3)

Group-C

(Long Answer Type Questions)

5 x 6=30

7. Explain the concept of a universal donee in the context of gifts under the Transfer of Property Act. Discuss the legal implications and liabilities associated with being a universal donee. (5)
8. Define the Doctrine of Election and elaborate on its underlying principles, including its applicability in Indian and English law. Provide examples to illustrate its application. (5)
9. Illustrate instances where the doctrine of lis pendens is not applicable and discuss the rationale behind these exemptions. (5)
10. Define the Doctrine of Part Performance in property law and its significance in real estate transactions. (5)
11. Compare and distinguish between a simple mortgage and an English mortgage, highlighting their legal implications and differences in repayment mechanisms. (5)
12. Compare and distinguish between a fraudulent transfer and a sham transfer under TPA. (5)

OR

Compare and distinguish the legal implications of oral agreements and written contracts in property transfers, specifically considering the application of Section 53-A of the Transfer of Property Act. (5)

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