

Total number of printed pages-7

19 (IV) PRLW

2021

PROPERTY LAW

Full Marks : 80

Time : Three hours

The figures in the margin indicate full marks for the questions.

1. Fill in the gaps : 1×10=10
 - (i) Section 53-A was included in the Transfer of Property Act by the Amending Act of _____. (1937/1929)
 - (ii) Restraint on alienation is absolute if it _____ takes away or curtails the rights of disposal. (totally/partially)
 - (iii) The condition restraining alienation is provided in _____ of the Transfer of Property Act, 1882.
(Section 10/Section 9)

Contd.

- (iv) 'A' transfers Rs. 5000 to his sister 'B' on condition that 'B' will desert her husband. The transfer is _____.
(void/voidable)
- (v) Lessee _____ to maintain action against any trespasser.
(is entitled/is not entitled)
- (vi) Before the commencement of the Transfer of Property Act, 1882, the transfer of immovable properties in India were governed by the _____.
(Principles of English law and equity/
Indian Registration Act, 1908)
- (vii) In the Transfer of Property Act, 1882, Sections 38 to 53 apply to _____.
(immovable/property/both immovable
and movable property)
- (viii) Transfer of actionable claims, whether with or consideration, must be made by _____.
(an instrument in writing/
oral assignment)
- (ix) In Bengal, usufructuary mortgage is known by the name of _____.
(Bhog Bandhak/Bhoga Bandhaki)
- (x) 'X' makes a gift of his property to the eldest child of 'Y' who is unmarried, the gift is valid.
(True/False)

2. Answer the following : 2×5=10

- (i) Is registration necessary for a gift to an idol ?
- (ii) 'A' sells a commodity 'B' without disclosing the defect. Does this non-disclosure of defect amounts to fraud ? Explain.
- (iii) What is constructive notice ?
- (iv) Address the key difference between gift and exchange.
- (v) A registered letter was sent by landlord 'A' to his tenant 'B'. 'B' refuses to take delivery of the letter. Does 'B' have constructive notice ? If yes, explain.

3. Who can attest ? Discuss the object and essentials of a valid attestation.

3+3+6=12

Or

(i) Discuss the meaning and nature of contingent interest with illustration.

6

(ii) Address the difference between contingent interest and *spes successionis*.

6

4. Who is competent to transfer a property under the Transfer of Property Act, 1882? Discuss the modes of transfer of property. 4+8=12

Or

X made a gift of her properties to her nephew's daughter Y for life and then absolutely to Y's male descendants, if she should have any. But, in the absence of any male child of Y, to Y's daughter without power of alienation and, if Y has no descendants male or female then to Y's nephew. Y died issueless. Decide the case through relevant judicial pronouncement and substantiate in detail the laws relating to transfer of property in favour of an unborn person. 12

5. Expound an elaborate assessment on the essential conditions for application of Section 41 of the with reference to Ramcoomar Koondoo v. Macqueen. 12

Or

Attempt a critical appraisal on the Doctrine of Part - Performance under the Transfer of Property Act, 1882. Elucidate the changes made in Section 53-A by virtue of Amending Act (48 of 2001). 4+8=12

6. (i) Define Sale. 2
- (ii) 'A' sells to 'B' a plot of land comprising of coal mine. 'A' contracts to the plot land to 'B'. 'A' does not know that there is a coal mine beneath the land but 'B' has knowledge about it. 'A' gets the information of this fact after completion of the contract but before execution of the deed of sale. Can 'A' set aside the contract on the ground of fraud ? Explain. 6
- (iii) What is the difference between Sale and Gift ? 4

Or

- (i) *There was an agreement to sell an immovable property with a person. Subsequently, the owner entered into another agreement to sell the same to another person. Explain the case by citing relevant case laws and give a brief account of 'contract for sale' with reference to relevant provision under the Transfer of Property Act, 1882.* 6
- (ii) Distinguish between sale and hire-purchase. 3

(iii) Is registration necessary to complete sale ? Explain. 3

7. (i) 'A' executed a sale deed in favour of 'B' on a certain sum of money. On the same day another document was in favour by 'B' in favour of 'A' agreeing to sell the property in question for the same amount within 10 years of the date of execution of sale-deed by 'A'. The possession of the property remained with 'A' and he was to pay Rs. 80 per month as rent to 'B' and the Municipal Taxes etc. were to be paid by 'A'. Whether the transaction between 'A' and 'B' was mortgage or not. Decide the case through relevant judicial pronouncement. 5

(ii) What are the essential elements of mortgage by conditional sale ? 3

(iii) With reference to relevant provisions under the Transfer of Property Act, 1882, discuss the mortgager's power to lease. 4

Or

(i) Define gift. 2

- (ii) The sale of a house in favour of Mr. Sameer is complete on 16th April, 2017 but Mr. Sameer had made a gift of that house to Mr. Ravi on 15th March, 2017. Is the gift to Mr. Ravi a valid gift? Explain. 4
- (iii) Discuss the various modes of making a gift. 6
-