

GUJARAT NATIONAL LAW UNIVERSITY
SILVASSA CAMPUS
 Course: **Law of Transfer of Property and Easement**
Semester- IV (Batch: 2023-28)
End Semester Examination: April – May 2025

Date: 25th April, 2025**Duration: 3 hours****Max. Marks: 50****Instructions:**

- Read the questions properly and write the answers in the given answer book.
- Do not write anything on the question paper.
- The respective marks for each question are indicated in-line.
- Indicate correct question numbers in front of the answer.
- No questions or clarification can be sought during the exam period, answer as it is, giving reason, if any.
- Word Limit: 5 Marks: 300-400 words; 2.5 marks: 80-100 words; 2 Marks: 40-50 words.

Part A**(Attempt all questions from this Part)**

	Marks
Q.1 What is the effect of the following transfers? Explain with reasons. <ul style="list-style-type: none"> a) A gives his house to B on a lease. B sub-let the house to A. b) A transfers a farm to B for life, and if she does not desert her husband, to C. c) A transfer his house to B on a condition that the right to possess and enjoy the property lies exclusively with A. d) A gives one lakh rupees to B, reserving to himself with B's assent, the right to take back at pleasure rupees ten thousand out of one lakh. e) The farm of Palampur is the property of C and worth Rs. 8000. A by an instrument of gift professes to transfer it to B, giving by the same instrument Rs. 10000 to C. A dies before any action on his part. 	(5 x 2= 10)
Q.2 Explain any four of the following: <ul style="list-style-type: none"> a) Actionable Claim. b) Charge. c) Rule Against Perpetuity. d) Exchange. e) Subrogation. 	(4 x 2.5 = 10)
Q.3 Differentiate between any two of the following: <ul style="list-style-type: none"> a) Vested and Contingent Interests. b) Condition Precedent and Condition Subsequent. c) Benami Transfer and Fraudulent Transfer. 	(2 x 2.5 = 5)

Part B**(Attempt any five questions from this Part)****Marks**

Q.4 On 5th January 2025, Shelby Company Ltd., had entered into agreement with the Kimber Company Ltd., under which it acquired the right to pluck, collect and carry away tendu leaves; to cultivate, culture and acquire lac; and to cut and carry away teak and timber and miscellaneous species of trees called hardwood and bamboos from the estates that belonged to Kimber Company Ltd. The agreement was signed and executed by both the parties on 5th January 2025 but they did not register the same. By 10th January 2025, Shelby Company Ltd., took the possession of the estate. By a registered sale deed dated 20th January 2025, Kimber Company Ltd., sold the estate to Alfie Solomons. Alfie Solomons filed a suit for a decree of eviction of Shelby Company Ltd., from the estate that now belongs to Alfie Solomons. Shelby Company Ltd., took the defense of part-performance. Decide the suit. (5)

Q.5 Hardeep Kaur is a widowed lady who lives with his only son Diljeet Singh in ancestral home. In 1961, Hardeep Kaur executed a sale deed dated 10th June 1961 on behalf of herself and her son in favour of Buta Singh. The share of her son was also sold vide the same sale deed. (5)

On attaining majority, Diljeet filed a case in 1975 for declaring that the sale of his share in the property by her mother in 1961 was void and does not bind him. The Court declared the sale deed dated 10th June 1961 as void. Before taking the possession, Diljeet passed away. Her mother Hardeep Kaur, who is the only heir, succeeded the share of Diljeet Singh.

Buta Singh then filed a suit for specific performance against Hardeep Kaur invoking Section 43 of Transfer of Property Act, 1882. Decide the suit.

Q.6 Bhatias (Mr. Bhatia and his sons) are the owners of a theatre named 'Plaza Talkies'. In 1940, the Bhatias leased Plaza Talkies to Supreme Company Ltd. under an unregistered lease deed. The lease expired in 1946 but Supreme Company Ltd., continued in possession of the Plaza Talkies and continued giving rent to the Bhatias. (5)

In 1951, Bhatias executed a registered mortgage deed in favor of Brijnath Singh for a sum of rupees two lakhs. The mortgage money became due in 1954 and Brijnath Singh filed a suit to realize the mortgage money. The suit was decreed on 10th December 1960. The

decree stated that mortgage money shall be realized by the sale of Plaza Talkies. Meanwhile, in 1956, Bhatias executed a registered lease deed dated 13th October 1956 in favor of Supreme Company Ltd., which was already in possession of Plaza Talkies since 1940.

In 1961, Brijanth Singh filed a another suit for declaring that the lease deed dated 13th October 1956 is void and ineffective as against his right which he has obtained under the decree dated 10th December 1960. Decide the suit.

- Q.7 Amisha is the owner of Farmville Estate. She used to live in the estate with her son Chetan. (5)
In the year 2020, Chetan married Barkha. But Barkha was not willing to reside with Chetan in Farmville Estate. Therefore, Amisha gifted away Farmville Estate to her daughter-in-law Barkha vide registered gift deed dated 10th May 2020 on the condition that Amisha will reside with Chetan in the estate. Furthermore, Barkha will maintain Amisha and Chetan out of the Farmville Estate.

Until 2023, Barkha remained in possession of the estate and lived with Chetan. Chetan passed away in 2023. Barkha lived with Amisha till 2024. Thereafter, Barkha started residing in the house of her father Dhanraj. On 31st May 2024, Amisha executed a cancellation deed by virtue of which she cancelled gift deed dated 10th May 2020.

Barkha filed a suit for declaring title and claiming possession of the Farmville Estate. On the other hand, Amisha claims the gift deed itself was invalid as it was induced by undue influence. In the alternative Amisha claims that if the gift deed was valid, it has been rightfully revoked by her vide cancellation deed. Decide the suit.

- Q.8 In 2005 Ramesh mortgaged the estate of Madripoor to Suresh for a period of one year (5)
and put Suresh in possession of the mortgaged property. It was agreed that if Ramesh failed to redeem within one year he should not be entitled to redeem for twenty-five years; that he would cause mutation of names to be effected in favour of the mortgagee in the Government records and after redemption the mortgagor should not be entitled to claim any mesne profits.

Ramesh borrowed further moneys from Suresh, and on the 24th June, 2015, entered into another mortgaged deed as by stating as follows:

“That just as the mortgaged property is liable for the money due under the mortgage deed, dated the 15th of May, 2005, similarly the same property is and shall be liable for the money due under this deed, that if I, the executant, pay in one lump sum within five years from to-day, the money due under this deed and the mortgage money of the mortgage deed as well as other amounts due, the mortgaged property shall be redeemed, otherwise the consideration of this deed and the mortgage money of the deed of mortgage shall be

deemed to be the consideration money and this deed shall be deemed to be the sale deed, and on the expiry of the stipulated period, I, the declarant, shall have left in me no right of redemption nor any other rights in respect of the mortgaged property.”

Identify the type of mortgage in this scenario. Also explain the rights and liabilities associated with such type of mortgage.

Q.9 A farm is owned by Prakash Sharma who had mortgaged the same in favour of Vasant Kumar for a sum of Rs 70000 vide mortgage deed dated 22nd June 2004. The mortgage was a usufructuary mortgage for a period of 99 years. (5)

Vasant Kumar died and his sons Ram Kumar and Shyam Kumar became mortgagees in possession of the said farm. Prakash Sharma then sold half of the property out of the mortgaged property in favour of Lovely Singh vide registered sale deed dated 25th June 2024 for a valid consideration. Lovely Singh then asked for the possession of the half the property but it was refused by Ram and Shyam. Although owner of half the farm, he then offered the whole of mortgage money to Ram and Shyam in order to redeem the farm. Ram and Shyam claimed that partial redemption was not possible.

Lovely Singh then filed a suit for redemption claiming that:

- a) The condition of mortgage for 99 years constituted a clog on redemption.
- b) The whole property shall be redeemed as he is willing to give the whole of mortgage money to Ram and Shyam.

Ram and Shyam contested the suit by stating that:

- a) Lovely Singh has no locus standi to file the suit.
- b) Partial Redemption of the mortgage is not permissible.

Decide the suit.
