

TRANSFER OF PROPERTY ACT

Q.13. Discuss the provisions relating to transfer for benefit of unborn person with illustration as prescribed under the Transfer of property Act,1882.

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Q.14. Discuss the provisions relating to appointment of receiver under the Transfer of Property Act, 1882

Q.3. Discuss the following:(a) (1) Transfer of property pending suit relating thereto.

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Q. 3(b) Answer the following: Ajay transfer Rs. 5 lacs to a woman on condition that she shall instigate her husband to kill a girl who happens to be a friend of Ajay. Whether such transfer is valid? Substantiate your answer with reasons in light of the provisions in this regard under the Transfer of property Act, 1882.

4(d) Explain the term “Fraudulent Transfer” under the Transfer of Property Act,1882.

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6. Answer the following giving reasons :

On 10th of January, 2004, 'A' executes an unregistered agreement to sell an immovable property for consideration in favour of 'B' and puts 'B' in possession of the property. Half of the consideration is paid. Balance consideration was to be paid within six months by 'B'. Alleging breach of contract by 'B', 'B' institutes a suit for protect possession on the principle of part performance under Section 53-A of the Transfer of Property Act.

Will 'B' succeed? 10 marks

4. What is the “spes successionis” and whether it is transferable? A Hindu owning separate property died leaving widow B and brother C. Brother C has only a bare chance of succession in case he survived. Can C transfer this chance of succession? Answer with brief reasons. 15

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Q.15. 'A' mortgage to 'B' a certain field bordering on a river. The field is increased by alluvion. Whether 'B' is entitled to increase for his security?

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Q.16. 'A' mortgage a part of plot of building land to 'B' and subsequently erects a house thereon. Whether 'B' is entitled to the house as well as the plot for the purpose of his security?

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Q.7. Explain the following in light of provisions of the transfer of property Act,1882.(a) Implied contracts by mortgagor

7(b) Right to save for mortgaged money.

Q.3. Discuss the following:(a)(2) Rights of mortgage in possession.

2. Write a judgment in an appeal filed on the following facts after mentioning bare necessary facts, presuming that necessary witnesses were examined and relevant documents have been produced. The plaintiff entered into a transaction with the defendant on 7-10-1989. The deed was titled as Conditional Sale deed of immovable property. The land, in question, was situated in the market area of the city of Mirzapur. A building was constructed thereupon. The market price of the land was higher than Rs. 51,000/- at the relevant point of time. The relevant terms of the said document evidencing the transaction in question are as under: —“ 1. The property described above is sold by me for a period of five years and you are put into possession thereof. Consideration of Rs. 51,000/- for the said sale is paid by you to me and I have received the same and there is no grievance with respect to the said receipt. 2. You are entitled to enjoy the possession of the said property till the said period and get the property transferred in your name and pay the municipal assessment with respect thereto. 3. In case the above said amount of Rs. 51,000/- is repaid to you by the end of the above said period or prior thereto, you will accept the same and restore the said property in my possession and execute the sale deed in my favour as per the agreement between us. 4. At the end of period mentioned hereinabove or also before the expiry of the said period at any time if we return the sale deed amount of Rs. 51,000/-, after accepting the said amount you have to return the possession in our favour and to execute sale deed in our favour. This is agreed between us.” The plaintiff offered to return the said amount of Rs. 51,000/- to the defendant. It was not accepted on the premise that the defendant had acquired an absolute title thereto. A suit for redemption of mortgage was filed on or about 24-2-2001. The defendant filed written statement to the effect that it was not a mortgage by conditional sale but a sale with an option to repurchase within the stipulated period. The Trial Court framed necessary issues. Upon consideration of the said deed dated 7-10-1989 the Court opined that the transaction was that of a sale and not a mortgage and thus dismissed the suit. Plaintiffs appeal against the said decree. 20

4. (a) What are the distinctions between a mortgage, a hypothecation, a pledge and a floating charge? 10

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4. (b) 'A' mortgaged his house 'X' to 'B', 'C' and 'D' successively for Rs. 80,000/-, Rs. 40,000/- and Rs. 20,000/- respectively. 'A' mortgaged house 'Y' to 'D' and 'E' successively for Rs. 30,000/- and Rs. 15,000/- respectively. Houses 'X' and 'Y' are sold for Rs. 1,00,000/- and 30,000/- respectively. What are the respective rights of 'B', 'C' and 'D' in the sale proceeds ?

5. (a) What is the distinction between a mortgage, a hypothecation and a pledge? 10

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5(b) 'A' holds a lease from 'b', terminable on three months' notice. 'c' an unauthorized PERSONS, GIVE a notice of termination to 'a'. whether on ratification by 'b' such notice can have binding effect on 'a'? If no, explain with reasons.

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Q.3 (c) Discuss the Law relating to duration of certain lease in absence of written contract or local usage.

5 (a) What are the ingredients of a lease? What are the basic distinctions between lease and licence? 15

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5 (b) A is owner of a house, which is in occupation of B. A gives a notice on 1st January, 2007 to B treating him as a trespasser, asking him to vacate. Alternatively it is also mentioned that if B treats himself as a tenant then his tenancy is determined through the notice, which can be treated as given under Section 106 of the Transfer of Property Act and thirty days time from the date of receipt to vacate is also granted. Whether such a notice is valid? If in the said notice only fifteen days time is given to vacate, what difference would it make when the suit is filed immediately after fifteen days or when the suit is filed after thirty days? 5

4. (a) In what circumstances a lease can be forfeited ? Explain. Discuss the effect of “holding over”. 10