

B.A. LL.B. (Semester-IV) Examination, October 2014

PROPERTY LAW

Duration: 3 Hours

Max. Marks: 75

Instructions: 1) Answer any eight questions from Q.No.1 to 12 (8x8=64)

2) Q. No. 13 and 14 is compulsory. (6+5= 11)

1. "Transferability of Property is the general rule and non-transferability is an exception." Explain what are the exceptions to the rule "Property of any kind may be transferred".
2. Discuss the law relating to "Restriction repugnant to interest created".
3. Explain Rights and Liabilities of seller before and after completion of sale.
4. Explain the Doctrine of Feeding the grant by estoppel.
5. Explain the Doctrine of Part Performance.
6. How can an unborn person be benefitted under the Transfer of Property Act? When is the benefit conferred upon an unborn person legally effective?
7. Define and Distinguish between Condition Precedent and Condition Subsequent.
8. What is Subrogation? Explain Kinds of Subrogation.
9. Define Mortgage and explain what is mortgage by deposit of title deeds and Usufructuary mortgage.
10. Answer the following :
 - a) Tenancy by holding over
 - b) Forfeiture of lease
11. Define gift and explain how a gift can be revoked.
12. What is License? Distinguish it with easement.
13. Answer any two of the following—
 - a) Attestation
 - b) Doctrine of Cy pres
 - c) Persons competent to transfer

2x3=6
14. Render legal advice on any two of the following by giving reasons and citing relevant provisions of law:

2x2.5=5

 - a. A transfers a field to B, and incorporates a condition in the transfer deed, that B can sell it to anyone, but will have to pay 90% of consideration to A's son. Explain the validity of condition and transfer.
 - b. Husband was the owner of the land. He effected a mutation in the revenue records of the same in favour of his wife, and shortly thereafter went on a pilgrimage. Meanwhile, the wife sold the land to C. C made inquiries and paid the consideration. Explain the validity of the transfer.
 - c. A contract to buy goods from B. On due date A fails to take delivery and B sells the goods in the Market at a loss of Rs.10, 000. B transfers the right to recover the damages to C. Is the transfer valid?