

## NATIONAL LAW UNIVERSITY, JODHPUR

End Term Examination April-2025

Semester: UG IV Semester

Subject: Law of Property

Time: Three Hours

Marks: 100

*Instructions:*

- 1. Attempt any five out of the six questions*
- 2. All questions carry equal marks*
- 3. Students are prohibited from using any electronic device*

Q.1) A executed a will on 1/1/2020. Property X was identified as the relevant portion of A's estate to be a subject matter of the said will. B and C were the two sons of A. Both the sons were to acquire a certain share over the said property. B was in dire need of financial help. It is for this reason that he borrowed a sum of Rs 2 Lakh from C. In return B agreed to give away his claim over the portion earmarked under the said will. It is for this purpose that C entered into a separate agreement with B. A died on 3/1/2022. B filed a suit for partition. It is against this claim that C has filed an objection before the court. Decide. (Marks 20)

Q.2) A purchased a shop from B on 1/1/2015 through a sale deed labelled as D1. A was involved in the business of regular retail. During the initial few years A maintained a certain amount of profit from his regular business. However, with the advent of pandemic his business was severely affected. As a result A faced a lot of financial crisis. He was in need of some money to fulfill his regular needs and to maintain his family. It was for this reason that he borrowed a sum of Rs 10 Lakh from B. A separate loan agreement was executed to give effect to the loan. The loan agreement was executed on 1/1/2020. As a consideration to the said loan A decided to mortgage his own shop in favor of B. The possession of the shop was retained by A. The original sale deed was handed over to B. The transaction was effected with the help of a written agreement on 1/4/2020. The agreement stated that A had transferred the sale deed to B. It further stipulated that A and B stand in a relationship of debtor and creditor. The written agreement also stipulated that the mortgage was to exist for a duration of 3 years from the date of execution. B undertook the responsibility to register the said agreement. However, due to certain exigencies he failed to get the same registered. Subsequently, A was in need of additional money to meet his financial needs. As a result he borrowed a sum of Rs 10 Lakh from C. As a consideration he decided to mortgage the said shop in favor of C. The mortgage deed was executed on 1/1/2021. The possession of the property was transferred to C. It is out of the said deed that C decided lease out the said shop in favor of D. The lease was for a period of 4 years with a renewal clause. The lease deed was executed on 2/11/2021. After a period of ten years B decided to

file a suit for the sale of the said shop. C and D were also made a party to the suit. A, C and D filed their own objections against B's claim. Argue from both the side with the help of relevant authorities.

(Marks 20)

Q.3) A had two sons B and C. B was the elder son and C was the younger son. A owned a residential property. A was living along with his wife and younger son C. The elder son had a separate house in which he continued to reside. The younger son was suffering from certain physical challenges. On 1/1/2020 A executed a will to devolve the property. Under the will it was stated that B would get the property after the death of A and C. B would get a transferable as well as a heritable right over the said property. The said will was titled as D1. A died on 3/2/2022. B decided to further devolve the property. It is for this purposes that he executed another deed titled as D2. Under the said deed it was stipulated that the property would belong to D's son if he survives both B and C. However, if the son dies during the said period then the property would be bestowed over to charitable trust XYZ. D's son had incurred a certain amount of debt from E. D had failed to repay the said loan amount. As a result E decided to file a money suit against D's son. The court recognized the debt amount and passed a decree in favor of E. As a result E sought to get the said property attached for the enforcement of the debt. D and D's son raised an objection against such attachment. Decide with the help of relevant authorities.

(Marks 20)

Q.4) A and B are brothers. They were jointly living over a property which originally belonged to their deceased father. The father had died without writing a will of his own. On 1/1/2010, A sought get his portion of the property partitioned. However, an objection was raised by B. This gave rise to a suit for the declaration and execution of partition between the two brothers. The said suit ended in a compromise decree. Under the said decree it was agreed that the portion X would belong to A and the portion Y would belong to B. Further, an additional condition was superadded under the decree. It was stipulated that neither of the two brothers would have the right to transfer their portion of the property without getting a prior consent of the other brother. This essentially meant that the two brothers would have to first grant this right to the other brother. On 3/2/2015 A transferred his portion of the property to C. He had obtained a prior consent of B in that regard. A similar transfer was also executed by B with respect to his portion of the property. He had transferred it in favor of D. B took prior consent of A in this regard. Subsequently, C decided to transfer his portion to E. It is in this regard that a sale deed was executed on 2/2/2024. D raised an objection against the validity of the said sale deed. Decide with the help of relevant legal authorities.

(Marks 20)

Q.5) Explain the concept of English Mortgage. Highlight upon the relevance of absolute transfer in case of English Mortgage. Also explain the concept of redemption under mortgages.

(Marks 20)





Q.6) Explain the role of restrictive covenants in transfer deeds. Differentiate the same with affirmative covenants.  
(20) (Marks

31 MAY 2025

NATIONAL LAW UNIVERSITY, JODHPUR

End Term Examination April-2025

Semester: UG IV Semester

Subject: Law of Property

Time: Three Hours

Marks: 100

Instructions:

1. Attempt any five out of the six questions
2. All questions carry equal marks
3. Students are prohibited from using any electronic device

Q.1) A has two sons B and C. A had purchased a property from D on 1/4/2020. The property had a house built on it. A decided to execute deed in favor of his two sons on 2/2/2022. The deed was titled as a will. Under the deed it was provided that A would have a right to reside over the property for his lifetime. Further, it was also stated that A had the right to make income out of the property. After his death the property along with the house would be shared in equal proportions by the two sons. Meanwhile, B was under a lot of financial distress and he borrowed a sum of Rs 2,00,000 from E. A lease agreement was executed for the same on 3/1/2023. He promised to pay back the amount within a period of 5 years. B failed to pay back the amount within the stipulated time period. E decided to file a money suit on 3/2/2030. The suit was decreed in favor of E. E sought to attach B's portion over the property for the purposes of enforcing the decree against B. B raised an objection against such attachment. Decide.

(Marks 20)

Q.2) A owned two plots X and Y. Over the plot X he had constructed a house. There was a small pool maintained upon X part of the plot. The pool was further enclosed with the help of a concrete boundary. Plot Y was used for agricultural purposes. The plot was regularly ploughed with the help of cattle. He cultivated various crops over plot Y. A common wall was maintained to separate the two plots. The common wall ensured that the water from the pool in plot X doesn't overflow into the Y portion. Further it also ensured that the cattle used under plot Y doesn't encroach into plot X. On 1/1/2020 A decided to sell plot X in favor of B. Under the sale deed it was provided that B would have to maintain the common wall for all practical purposes. At the time of regular repair he would have to protect the common wall. If B decides to enlarge the area of common pool then B would have to maintain a distance of 2 feet from the common wall and the external boundary of the pool. On 3/2/2020 A decided to transfer Y portion to C. A similar condition was stipulated under the transfer to C to protect the common wall. If C decides to construct any house over the said portion then he would have to maintain a distance of 2 feet from the common wall. C



decided to further transfer the same to D. Meanwhile, B decided to construct a new house on X portion. He decided to further enlarge the area of pool. He failed to maintain the 2 feet distance. It is on this account that D decided to file a suit for injunction against B. Decide. (Marks 20)

Q.3) A had a younger brother C. A also had son B. A executed a deed to settle the said property. It was stipulated under the deed that A would continue to reside over the property for his lifetime. After his death the property would devolve over to B for his life. It is during his lifetime that B would have the right to reside over the property and also to earn money out of the property. However, B would not have the right to sell the property. If B were to have a son then the property would ultimately devolve over to the said son along-with the right to further sell the same. The son would also acquire a heritable right over the same. However, if B were to have a daughter then the said daughter would have the right to further enjoy the property for her life. She would also have the right to earn income after attaining the age of majority. She would not have the right to further sell the said property. If B were to die issueless then the same would be held in trust by the younger brother for any person that he assigns as the ultimate beneficiary of the same. B died issueless. C decided to appoint his own son as the ultimate beneficiary of the property. C decided to hold the property during his lifetime and manage the same for his own son. This was challenged by the wife of A. Decide. (Marks 20)

Q.4) A had borrowed a sum of Rs 1 Lakh from B. A promised to pay back the money along with interest to B. It is for this reason that A decided to execute a mortgage deed in favor of B. The deed identified Plot X as the property to be transferred in favor of B. Under the deed it was provided that the possession of the property would belong to B for a period of ten years. Within the period of ten years B would have the right to reside over the property. B would also have the right to further mortgage the same. B would also have the right to create a tenancy over the property. After a period of the said period the property would be re-conveyed back to A. The deed was executed on 1/1/2020. It is on account of the said deed that B decided to create a tenancy over the said period in favor of C. A lease deed was executed with a term of five years. The said lease also contained a renewal clause to be exercised at the expiry of the said term. The lease was executed on 2/1/2021. At the expiry of the said term the lease was renewed on similar terms. On 1/2/2030, A made a claim for the said property. B refused to re-convey the property on the ground that the said sum had not been recovered in its entirety. It is on this account that A decided to file a suit for the recovery of possession of the property. Decide. (Marks 20)

Q.5) Explain the doctrine of "Feeding the Grant of Estoppel" under Property Law. Explain the same with the use of relevant authorities on the same. (Marks 20)

Q.6) Explain the concept of perpetuity. Discuss the departure that the Indian legal system takes while comparing it with the application under common law system? (Marks 20)