



## Part B

### Answer the Questions.

**Total Marks 80M**

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|------------|-----------|--|-----------------|-----------|------------|
| <b>11.</b> | <b>a.</b> | Explain the fundamental principle and the essential conditions that must be satisfied for the 'doctrine of part performance' to be applicable under the Transfer of Property Act, 1882.  | <b>5 Marks</b>  | <b>L2</b> | <b>CO2</b> |
|            | <b>b.</b> | Discuss the crucial role of the 'doctrine of part performance' in safeguarding the rights of transferees, particularly in the absence of a registered instrument. Support your answer with an illustrative judicial precedent.   | <b>5 Marks</b>  |           |            |
| <b>Or</b>  |           |  |                 |           |            |
| <b>12.</b> |           | Explain the 'Rule of Feeding the Grant by Estoppel,' clarifying its essential features and the conditions for its operation. How does this rule conceptually reconcile the common law principle of <i>nemo dat quod non habet</i> with the equitable imperatives of preventing fraud and ensuring fairness in property transfers?  | <b>10 Marks</b> | <b>L3</b> | <b>CO1</b> |
| <b>13.</b> |           | Define "sale" as a mode of transfer of property under the Transfer of Property Act, 1882. Subsequently, discuss in detail its essential elements that must be present for a valid sale to occur.   | <b>10 Marks</b> | <b>L2</b> | <b>CO1</b> |
| <b>Or</b>  |           |  |                 |           |            |
| <b>14.</b> |           | Elaborate on the fundamental principle of 'Transfer by Ostensible Owner' under Section 41 of the Transfer of Property Act, 1882. What essential conditions must be satisfied for a transfer to be valid under this doctrine, with particular emphasis on the true owner's consent (express or implied) to the ostensible ownership and the transferee's requirement for good faith and reasonable care?" | <b>10 Marks</b> | <b>L3</b> | <b>CO2</b> |
| <b>15.</b> |           | Discuss the various rules and legal provisions governing "conditional transfers" of property under the Transfer of Property Act, 1882. Explain the types of conditions and their validity.   | <b>10 Marks</b> | <b>L2</b> | <b>CO2</b> |
| <b>Or</b>  |           |  |                 |           |            |
| <b>16.</b> |           | Write comprehensive short notes on the following concepts under the Transfer of Property Act, 1882:  |                 | <b>L2</b> | <b>CO5</b> |
|            | <b>a.</b> | Define and explain the legal implications of a fraudulent transfer of property.  | <b>5 Marks</b>  |           |            |
|            | <b>b.</b> | Define the doctrine of <i>Lis Pendens</i> and elaborate on its application and effect on property transfers during the pendency of a suit.   | <b>5 Marks</b>  |           |            |

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| 17.       |    | <p>Mr. Arjun, a wealthy industrialist, executed a registered gift deed in July 2025. The deed stated that his bungalow in Bengaluru was to be immediately transferred to his son, Rohan, for life, and <i>thereafter to Rohan's eldest son who attains the age of 21 years</i>. At the time of the gift deed's execution, Rohan was married but did not have any children.</p> <p>In August 2026, Rohan's first son, Varun, was born. Sadly, Rohan passed away in December 2028 when Varun was only 2 years old.</p> <p>The legal heirs of Mr. Arjun's other children are now disputing the validity of the gift deed clause relating to Varun, arguing that it creates an invalid transfer.</p> |           | L2 | C03 |
|           | a. | Analyze the validity of the transfer to Varun (Rohan's eldest son) in Mr. Arjun's gift deed under the provisions of the Transfer of Property Act, 1882, and relevant principles of succession law.   | 7.5 marks |    |     |
|           | b. | Discuss whether the transfer to an unborn person is permissible and if the condition regarding attaining the age of 21 years affects its validity."  | 7.5 marks |    |     |
| <b>Or</b> |    |  |           |    |     |
| 18.       |    | <p>Ms. Priya lent ₹50,000 to her friend, Mr. Rahul, on January 1, 2024, with a written agreement that Rahul would repay the amount by July 1, 2024.</p> <p>On March 15, 2024, facing urgent financial need, Priya executed a written document assigning her right to recover the ₹50,000 from Rahul to her sister, Ms. Seema, for a consideration of ₹45,000. Seema immediately informed Rahul of this assignment via a registered letter.</p> <p>Rahul failed to repay the loan by July 1, 2024.</p>  |           | L3 | C03 |
|           | a. | Does Priya's claim against Rahul for the ₹50,000 constitute an "actionable claim" under the Transfer of Property Act, 1882? Explain your reasoning.  | 7.5 marks |    |     |
|           | b. | Can Seema, as the assignee, directly sue Rahul to recover the ₹50,000? Justify your answer.  | 7.5 marks |    |     |
| 19.       | a. | Explain the fundamental principle behind the "Rule of Election" as enshrined in Section 35 of the Transfer of Property Act, 1882. In your answer, clearly articulate why this doctrine is necessary in property law and identify the conditions that must be satisfied for the rule to be triggered.   | 7.5 Marks | L3 | C03 |
|           | b. | Mr. X, by a single instrument of gift, purports to transfer his house, which is worth ₹50 Lakhs, to Mr. Y. In the same instrument, Mr. X also purports to transfer Mr. Y's car, which is worth ₹10 Lakhs, to Mr. Z. Mr. Y is aware of all these facts.   | 7.5 Marks |    |     |
| <b>Or</b> |    |  |           |    |     |
| 20.       | a. | Explain the fundamental legal requirements for the valid creation of an express private trust under Indian law. Additionally discuss the circumstances under which a trust might fail due to the absence of any of these certainties.  | 7.5 Marks | L3 | C06 |

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|  | <b>b.</b> | Explain the key powers a beneficiary has to make sure the trustee manages the trust property correctly and follows the trust's rules. Also, briefly describe any duties or responsibilities a beneficiary might have regarding the trust or the trustee's actions. | <b>7.5 Marks</b> |  |  |
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| <b>21.</b> | <b>a.</b> | Trace the historical development of equity in England, explaining the circumstances that led to the emergence of the Court of Chancery and the body of law known as equity. In your explanation, define the concept of 'equity' as distinct from common law, highlighting its primary aim of mitigating the harshness and inflexibility of strict legal rules. Discuss how these historical roots and fundamental objectives have influenced the nature and application of equitable principles in modern legal systems, including India. | <b>15 Marks</b> | <b>L4</b> | <b>CO 6</b> |
|            | <b>b.</b> | Explain the concept of 'equitable rights' and 'equitable interests' in property, clearly distinguishing them from 'legal rights' and 'legal interests'.   | <b>5 marks</b>  |           |             |

**Or**

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| <b>22.</b> |  | Analyze the meaning and scope of the equitable maxim, "Equity will not suffer a wrong to be without a remedy." Discuss how this maxim served as a foundational principle for the development of equitable jurisdiction and the creation of novel remedies where common law provided none.   | <b>8 Marks</b>  | <b>L5</b> | <b>CO 5</b> |
|            |  | Mr. A orally promised to gift his vacant plot of land to his niece, Ms. B, so she could build her dream home. Relying on this promise, Ms. B spent a considerable sum hiring an architect and obtaining municipal approvals for construction on that specific plot. Before Ms. B could begin actual construction, Mr. A changed his mind and refused to execute any transfer deed. Ms. B now seeks legal recourse.<br><br>Would a court in India, applying principles of equity, grant Ms. B any relief, even though there was no written or registered agreement for the transfer of land? Justify your answer with a brief reference to relevant equitable doctrines. | <b>12 marks</b> |           |             |