



Even Semester End Term Examination, May / June 2026

Date: 25/05/2026

Time: 01.00 PM - 04.00 PM

Course Code: LAW2032

Course Name: Property Law

Semester: Sixth Semester

Max. Marks: 100

Weightage: 50%

CO - Levels	CO1	CO2	CO3	CO4	CO5	CO6
Marks	20	20	60	20	30	30

PART A: Answer Following Questions. 20 M

Qn.No	Questions	M	CO	BT
1	Reflecting on the physical and legal nature of assets, identify the fundamental characteristics that set immovable property apart from movable property.	2	CO1	BT1
2	In the context of executing legal documents, why does the law mandate the presence of witnesses during attestation?	2	CO1	BT1
3	Based on your understanding of legal communication, what essential components must be present for a Notice to be considered legally valid?	2	CO1	BT1
4	Analyze the weight that "possession" carries in property law—why is it often considered "nine-tenths of the law"?	2	CO1	BT3
5	Recalling Section 6 of the Transfer of Property Act, 1882, identify specific examples of property interests that the law prohibits from being transferred.	2	CO1	BT2
6	Under what specific legal circumstances does the law "presume" a notice has been served, even if the recipient denies receiving it?	2	CO1	BT2
7	Expalin How does the Transfer of Property Act, 1882, formally defines the state of having "Notice"?	2	CO1	BT1
8	Analyze the concept of a "Vested Interest"—when exactly does a person's right to property become certain and non-contingent?	2	CO1	BT2
9	In the realm of intangible rights, how would you define an "Actionable Claim" as per the Act?	2	CO1	BT2
10	Explain the mechanism of an "Inter-Vivos" transfer and provide a practical example of how it occurs between living persons.	2	CO1	BT1

PART B: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
11	Critically investigate the legal validity of clauses that impose restrictions on a transferee's right to transfer or enjoy property under the Transfer of Property Act, 1882. Analyze the distinction between absolute and partial restraints on alienation, determining the specific circumstances under which such conditions are rendered void or enforceable.	10	CO2	BT4
12	Critically evaluate the doctrinal foundations of the Rule of Election under the Transfer of Property Act, 1882, specifically focusing on the legal necessity for a recipient to choose between two mutually exclusive or inconsistent benefits within a single transaction. Illustrate your analysis with landmark judicial precedents or hypothetical scenarios that demonstrate the legal consequences of an implied or express election in complex property disputes.	10	CO2	BT4

PART C: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
13	Ms. X sells her land to Mr. Y without a written agreement or registration, claiming that verbal consent and partial payment suffice for ownership transfer. Using the principles under the Transfer of Property Act, 1882, critically assess whether the sale is valid. Highlight the significance of elements like consideration, competency of parties, and registration in property transactions.	10	CO3	BT3
14	a. Explain the concept of a gift under property law, highlighting its definition and scope. b. Identify and elaborate on the essential conditions required for a valid gift, using illustrations for better understanding.	10	CO3	BT2

PART D: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
15	Mr. A, the owner of a piece of land, permits Mr. B, his neighbor, to cross his property in order to access a public road. After several years, Mr. A decides to revoke this permission. Analyze whether Mr. B has acquired an easement over Mr. A's land, considering the essential elements required for the creation of an easement under the Easements Act, 1882. Additionally, explain the methods by which an easement can be suspended under the provisions of the Act.	10	CO4	BT4
16	a. In a situation where Mr. X owns a property with a right to draw water from a well on Mr. Y's land, analyze the relationship between the properties in terms of dominant and servient heritage. How	10	CO4	BT3

would the rights and obligations of both parties be defined under the Easements Act, 1882?

b. Suppose that Mr. A's easement of right to water from Mr. B's well ceases to be effective when Mr. B's well dries up. Discuss the circumstances under which an easement may be extinguished under the Easements Act, 1882. Evaluate whether Mr. A can still claim the easement, considering the doctrine of extinguishment.

PART E: Answer Any 1 Following Questions. 15 M

Qn.No	Questions	M	CO	BT
17	a. Explain the doctrine of cy-près and its relevance in the administration of trusts. b. Discuss its application in situations where the original objectives of a trust cannot be fulfilled, analyzing how it ensures the continuation of charitable intentions.	15	CO5	BT2
18	a. Discuss how the rights and liabilities of beneficiaries and trustees under the Indian Trusts Act, 1882, contribute to the equitable administration of trust property. b. Examine the legal remedies available to beneficiaries in instances of breach of trust.	15	CO5	BT3

PART F: Answer Any 1 Following Questions. 15 M

Qn.No	Questions	M	CO	BT
19	Analyze the recognition of "Equity Maxims" within Indian Jurisprudence. Using case studies, evaluate the challenges and limitations courts face when trying to align these traditional English principles with modern Indian domestic laws.	15	CO6	BT2
20	In a complex property dispute, a claimant seeks relief based on an oral agreement for an equitable mortgage, but has failed to fulfill their own contractual obligations toward the defendant. Evaluate the impact of the maxim "He who seeks equity must do equity" on this case. Analyze how Indian courts apply this principle to ensure fairness in conditional transfers and equitable mortgages, and predict the likely judicial outcome.	15	CO6	BT3

PART G: Answer Any 1 Following Questions. 20 M

Qn.No	Questions	M	CO	BT
21	a. Define the concept of a mortgage and provide an in-depth explanation of its various types, considering their practical applications. b. Synthesize the key differences between an English mortgage and Usufructuary mortgage, highlighting their distinctive legal and functional features.	20	CO3	BT4
22	The Scenario: Mr. Kapoor owns a residential property in Bengaluru. He enters into an agreement with Mr. Sharma to transfer the property, provided Mr. Sharma clears all pending litigation costs associated with the estate. Simultaneously, Mr. Kapoor borrows a significant sum from a private lender by depositing his original title deeds as security, creating an equitable mortgage. When the lender seeks to recover the debt through the property, Mr. Sharma—having cleared the litigation costs but not yet receiving a registered deed—approaches the court seeking an injunction against the lender. The court must now determine the priorities of these interests based on the maxim: "<i>He who seeks equity must do equity.</i>" (a) Analyze the impact of the maxim "He who seeks equity must do equity" on the judicial decision-making process in the scenario above. In your analysis, explain the broader principles of this maxim and how it compels a plaintiff (like Mr. Sharma) to fulfill their own legal or equitable obligations before the court grants them the relief they seek in a property dispute. (b) Examine the specific application of this maxim in the context of conditional transfers and equitable mortgages as presented in the case. Emphasize how the court uses this principle to ensure "fairness" to all parties, particularly in balancing the rights of a person who has fulfilled a condition (Mr. Sharma) against the rights of a secured creditor holding a mortgage.	20	CO3	BT4