



Chhatrapati Shahu Ji Maharaj  
University, Kanpur

**Answer Script Details**  
**Barcode** 7307156

**Roll No.** 23086004441  
**Total Mark** 64/100.00

**Exam** LLB\_ODD-EXAM-DEC-24  
**Subject** LLB304 - PROPERTY LAW

**Question wise Mark Summary**

**Q.No Mark Q.No Mark Q.No Mark Q.No Mark**

1A 3/4 9 NA/15

1B 2/4

1C 3/4

1D 3/4

1E 3/4

1F 3/4

1G 3/4

1H 2/4

1I 3/4

1J 3/4

2 9/15

3 9/15

4 NA/15

5 NA/15

6 10/15

7 NA/15

8 8/15

# Chhatrapati Shahu Ji Maharaj University Kanpur, Uttar Pradesh

PART-II

MARKS OBTAINED

Q.	1	2	3	4	5	6	7	8	9	10
(a)										
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Total										
Total Marks in Figures										Max. Marks
Total Marks in Words										



LLB304

Paper Code

Signature of Evaluator

Date of Exam: 05/02/25 Shift: I Rooms No.: 47  
 Paper Code: LLB304 Subject: PROPERTY LAW Year/Sem: III  
 Name of Candidate: JAYA PARIHAR  
 Roll No.: 23086004441

*Jaya Parihar*  
COE Facsimile

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Signature of Candidate

*Jaya Parihar*  
Signature of Investigator

Course: BACHELOR OF LAW  
 Session: 2024-25 Year/Semester: III

Subject Name: PROPERTY LAW

Medium: English  Hindi

Paper Code: LLB304

Exam Date: 05/02/2025

Name of Candidate: JAYA PARIHAR

Father's Name: JAY SINGH

कक्षा कोड का कोड  
College Code

K N O S

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परीक्षा केंद्र का कोड  
Exam Centre Code

K N O S

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W				

परीक्षा का प्रकार  
Type of Exam

Regular  Ex-Student   
 Offense  Re-test   
 Private  Back Paper Exam

ANSWER BOOKLET NO.

7307156

LLB304

Paper Code



Enrollment Number: CSJMA23000149970

उम्मीदवार का कोड  
Candidate's Roll Number

परीक्षा का कोड  
Paper Code

23086004441

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W	7	7	7	7	7	7	
U	8	8	8	8	8	8	
U	9	9	9	9	9	9	

*Jaya Parihar*

Signature of Candidate

Signature of Investigator

केन्द्राध्यक्ष  
ब्रह्मानन्द कालेज  
कानपुर  
COE Facsimile

*Jaya Parihar*

COE Facsimile

नोट - 1. परीक्षार्थी को निर्दिष्ट किया जाता है कि आवरण वाले को बुझ भाग पर अधिक सभी निर्देशों को सावधानीपूर्वक पढ़ें।  
 2. कोड में त्रुटि होने वाली स्थिति में सभी भागों से हटाए जा सकते हैं। 3. नीचे की ओर जाने पर नीचे की ओर जाने से भय न करें।

### INSTRUCTION TO THE CANDIDATE FOR FILLING PART-I

1. Read the instructions carefully given on the answer script and admit card.
2. Write Date of Exam, Shift, Paper Code & Name of Subject Correctly.
3. Write Name & Roll No. Correctly.
4. Write Semester & Branch Correctly.

### INSTRUCTION TO THE CANDIDATE FOR FILLING PART-III

1. Use blue or black ball point pen for writing alphabets & numerals in  boxes.
2. Carefully study the example before you start marking.
3. As shown in the example below, blacken the circles completely.



4. Make no Stray marks on this sheet.

**5. DO NOT WRITE OR MARK ON THE BAR CODE.**

### IN ORDER TO AVOID UFM ( UNFAIR MEANS ) :

1. The Roll No. and Answer Book no. found elsewhere or any other symbol found in the answer book will be treated as unfair means.
2. Any tampering of Bar Code and Booklet no shall be treated as Unfair Means.
3. Do Not bring the materials like slip of paper/mobile/digital diaries/ study material/ revision notes in examination hall. Possession of the mobiles/ digital diaries/electronic/digital/ watch and any other electronic gadget except memory less scientific calculator shall be considered as UFM case.
4. Do not keep or paste currency note in answer script it shall be consider as UFM.

### अनुचित साधन से बचने हेतु :

1. उत्तर पुस्तिका के निर्दिष्ट स्थान को सौदेकर अनुक्रमांक एवं उत्तरपुस्तिका का क्रमांक चही और न लिखें तथा कोई भी चिन्ह न बनायें क्योंकि यह अनुचित साधन प्रयोग की परिधि में आता है।
2. उत्तर पुस्तिका के बाहरीक अथवा उत्तर पुस्तिका संख्या पर छेद लगाने पर अनुचित साधन प्रयोग माना जायेगा।
3. परीक्षा कक्ष में फ्लिक्स बस्तुएं लायें, जैसे लिखें हुए कागज के टुकड़ों, मोबाईल, डिजिटल डायरी, डिजिटल वॉच, कांजी, घुलक वह सभी बस्तुएं जो अनुचित साधन को अनागत अती है। अंगुल संबंधित प्रश्नपत्र में ही मेमोरी लेस माइक्रोप्रोसेसर कंप्यूटेटर ले जाने की अनुमति होगी।
4. उत्तर पुस्तिकाओं में सफेद न रतें न ही उत्तर पुस्तिका में विपदायें। ऐसा करना अनुचित साधन प्रयोग की परिधि में आता है।

### उत्तरपुस्तिकाओं को भिन्न भिन्न

1. प्रथम पत्र एवं उत्तर पुस्तिका पर दिवें गये चिह्नों को ध्यान से पढ़ें।
2. कवर पृष्ठ के दूसरी तरफ कुछ न लिखें।
3. उत्तर पुस्तिका के पृष्ठों पर दोनो तरफ लिखें।
4. प्रथम पत्र पर अपने अनुक्रमांक के अतिरिक्त कुछ न लिखें।
5. प्रथम पत्र कोड एवं प्रथम पत्र ID सावधानी पूर्वक लिखें।
6. अपनी स्थिति स्पष्ट लिखें।
7. उत्तर पुस्तिका के पृष्ठों की संख्या देखें। अगर उत्तर पुस्तिका में पृष्ठ ( 1-24 ) से कम है या फटे हुए है, तो परी शुरू होने के पूर्व दूसरी उत्तर पुस्तिका ले लें।
8. प्रश्नपत्र को देख, यदि प्रश्नपत्र के विषय कोड, विषय का नाम तथा प्रश्न में कोई त्रुटि है तो उसको परीक्षा होने के 30 मिनट के अन्दर कक्ष निदेशक को तत्काल सूचित करें, उसके बाद विचारविमलता प्राप्त कोई क नहीं की जायेगी।
9. प्रश्नों के उत्तर लिखने के लिये पेंसिल का प्रयोग न करें।
10. बी कोपी या अतिरिक्त प्रश्न नहीं दिया जायेगा।

### INSTRUCTION TO THE CANDIDATE

1. Read the instructions carefully given on the Question Paper, Admit Card & Answer Script.
2. Do not write anything on back side of the cover page.
3. Write on both sides of pages of answer book.
4. Do not write anything on question paper except Roll Number.
5. Write Paper Code & Question Paper Id carefully.
6. CHECK the number of pages ( 1-24 ) or any other kind of damage in your answer script, if found than change the answer script immediately before the commencement of examination.
7. CHECK the Question Paper for any kind of discrepancy e.g. Subject Code, Subject Name, and Question of the Question Paper during first THIRTY MINUTES of the commencement of the exam, so that it can be corrected in TIME. After that no corrections shall be entertained by the university.
8. Do not use pencil for answering the question.
9. Write status correctly e.g. those appearing in carry over papers should fill in status as Carry Over. Those appearing as Ex- Students should fill in status as ex.
10. No supplementary answer book & graph paper will be provided.

### INSTRUCTION TO THE CANDIDATE FOR FILLING PART-IV

1. Use blue or black ball point pen for writing alphabets & numerals in  Boxes.
2. Use blue or black ball point pen for filling the circles.

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Note- If your Roll No. is of 10 digits. Please leave first three columns .



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Section B

Ques 2:- Explain - - - - - Property Act, 1882.

Doctrine of Part performance is enshrined in section 53A of Transfer of Property Act, 1882

According to the doctrine, it provides a shield to the person who has taken property in possession and the legal obligation like registration deed or contract agreement has still not completed. but he/she is willing to perform or has performed their part of contract.

The part performance doctrine denies right to the owner of the property to dispose the one who is taken the possession of the property.

It works as a  and prevents the lessor to claim their ownership right even in the case of unregistered deed or unfulfilled contract.

The doctrine saves the lessee from the dispossession or eviction from the property in possession and protects their interest.

x|Essentials of part performance|

- (i) Transfer of property - The property has been transferred and is being used by the lessee for its benefit.
- (ii) consideration paid - The consideration in the form of money has been paid to the



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owner of the property being enjoyed for the benefit of the lessee.

(iii) Property in possession: The property under the part performance is being utilised and under the possession of the person.

(iv) Performance of contract: The person under the contract is willing to or has performed its part according to the contractual obligations.

(v) No transfer of title under part performance only the right to enjoy the property has been provided.  
There is no provision for the ownership rights.

(vi) Unreg<sup>d</sup> deed/contract the property being utilised and under possession is not yet registered according to the registration act 1908

(vii) Immovable property The property should be an immovable property with a value above ₹ 100 for it to qualify under part performance doctrine.

Do Not Write anything in this Portion



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### \* Purpose

- (i) To save interest of the possessor - Part performance doctrine saves the possessor of the property from undue eviction from the owner.
- (ii) To save interest of the owner - Part performance do not transfer ownership rights, but only right to possess and pay the property in case of performance of contractual obligations.

### \* Principle

- (i) "Shield not sword" - The doctrine can be used only to shield lessee from undue eviction or dispossession from the property, it does not provide any ownership rights to the one who has possessed the property.

### \* Exceptions

- (i) Movable properties are not covered.
- (ii) Involuntariness to perform part of contract, cannot claim right
- (iii) Consideration had to be paid to make the doctrine enforceable.

Hence part performance does not prevent the arbitrary use of ownership in dispossessing the lessee from the property.



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Que 3:- Discuss - - - - - benefit of unborn person

Ans - The transfer of property is an act wherein the property is conveyed to any living person to himself or any other person by the transferor or owner of the property.

\*Essentials of valid transfer

- (i) Inter-vivos - transfer to and by living person
- (ii) Absolute title - ownership of the property should be absolute.

'Transfer of property to unborn is covered under sec 13 of the transfer of property Act'

It allows transfer of interest to an unborn child through a prior interest by the owner of the property.

Established through case - 'Tagore V/S Tagore'

\*Key Elements

- (i) who is a child - transfer is being made to the child
  - (i) who is not born yet
  - (ii) who has not been yet conceived but will be done in future.

(ii) purpose of the section - The purpose of the section is to 'save the interest' of the child not born yet and also to comply with the legal provisions of statute.



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(ii) legal mandate - Can be done through the creation of interest. A child should be born alive.

\* Essentials of section 13

(i) Creation of prior interest - The right of unborn child can be created/saved only by creating a prior interest for the property which is being transferred.

ex: 'A' creates a life interest to 'B', for transferring his property to unborn grandchild 'C'.

(ii) Child should be born alive - The child should be born alive. If it is a still birth the property transferred will be void.

ex: 'X' has transferred his property interest to 'B' who shall later transfer it to 'Y' his grandchild but 'Y' is born still, the transfer will be void.

(iii) Saving interest of the unborn - Through section 13, transfer of property act, the interest of the unborn is saved, as per transfer of property act, 1882 transfer can be only inter-vivos (only living person) but through this the transfer of property benefit can be enjoyed by those who are unborn.



(iv) Right against perpetuity (sec 14) - The property is saved from being locked forever and can be easily transferred from one owner to other hence preserving the marketability of the property.

(v) Transfer of absolute interest - The remaining absolute interest shall be transferred to the unborn.

#### Illustrations

(i) 'A' transfers its land to 'B' his agent and creates his prior interest, later the same property is transferred to 'C' his <sup>unborn</sup> son - it will be valid transfer as the creation of Prior life interest is there.

(ii) 'X' ~~transfers~~ conveys interest in favour 50% of 'Y' who is unborn - it is invalid ~~transfer~~ as transfer can happen only inter vivos and remainder of absolute interest.

Hence through this section the benefits of the provisions can be utilised by the unborn. if they have attained their majority (18) years of age and left. the interest in the property is transferred to the unborn through a prior life interest.



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### Section - C

Ques 6:- Various Mortgage - - - - . Relevant examples.

Mortgage is transfer of property to secure a loan, without actually transferring its ownership. It is covered in the section 58 of TPA, 1882.

Mortgage can be done only for immovable property. The one who has mortgaged in property for debt is called the mortgagor and secured loan. The one who provides loan against the debt is called mortgagee.

The immovable property is used as a collateral to secure a debt against the property, which can be later reconveyed after paying the debt obligation - principal & interest accrued.

#### \* Essentials of Mortgage

- (i) Immovable property - the collateral against which the loan/debt is secured is immovable property like house building, plot, manufacturing unit etc.
- (ii) Right of redemption (Sec 60) Mortgage always comes with right to redeem the property once the debt obligation has been paid.
- (iii) No ownership transfer - Mortgage does not



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mean the ownership has to be transferred in the interest of the mortgagor.

(ix) collateral of any specific property - The mortgagor should have a specific collateral against the debt raised or loan advanced.

### \* Types of Mortgage

#### (i) Simple mortgage

In this mortgage the mortgagor deliver do not deliver the possession but only the ownership of the property.

The mortgagor as remedy is :-

- (a) sue or foreclose the property
- (b) sue to mortgagee

Example: 'A' mortgages his land with 'B' but continues living in it.

#### (ii) English mortgage

In this mortgage the possession is delivered absolutely to the mortgagee and on repayment of debt it can be retained ~~or~~ repossessed back.

ex: 'B' delivers his plot to 'C' on mortgage with transfer of ownership & possession.



### (iii) Usurious Mortgage

In this mortgage the property is not transferred but by the benefits of the property - Rents / interest are used by the mortgagee for repayment of debt.

ex: 'A' <sup>mortgages</sup> transfers his 'shop' to 'B' and 'B' utilizes rent from shop for principal payment.

### (iv) Anomalous mortgage

It is a mortgage which has not been covered by any other mortgage essentials hence it is dealt according to the prevailing 'customary' tradition.

### (v) Mortgage through transfer of registered deed.

In this mortgage the mortgagor utilises the property rights and take loans/debt against the property paper.

ex: 'A' uses his property papers to raise a mortgage from 'B' without transferring the possession.

This method is widely used in urban areas.

### (vi) Mortgage through Sale (ostensible sale)

In this mortgage the mortgage is raised against the ostensible sale of any property. In case of non-repayment the property is sold.

ex: 'A' raises debt against his shop from 'B'. Later on non-repayment the shop is sold by 'B'.

Hence, through mortgage the mortgagee provides loans against collateral provided by mortgagor.



Ques 8:- Define lease - - - - - lessor & lessee.

Ans - It is covered in chapter 04 from sec 105-117.

A lease is transfer of interest of a property for a certain period of time and for a fixed consideration to a lessee.

The lease is covered under section 105 of Transfer of Property act, 1882.

Through a lease agreement a lessee can enjoy the benefit of the property without being the owner of the property. Actual ownership is retained with the lessor.

A lessor is the one who leases his/her property, for a specific period of time and for a consideration paid. He enjoys 'ownership'

A lessee is the one who takes the property against a given consideration for a specific period of time. He enjoys the benefits of the property.

#### \* Essentials of lease

(i) Competant parties - The lease could only be made between the parties competent as per the provisions of law.

(a) Sound mind

(b) Not disqualified by law

(c) Major.

(ii) Right to property - A lease could be made only



- (i) Lessor has title in the property  
(ii) Absolute ownership of the property.
- (iii) Time - The lease agreement should mention the specific time period for the lease, else will be considered void.
- (iv) Acceptance - The lease should be accepted by both lessor and lessee, as per the terms in the lease contract.
- (v) Consideration - The lease should have a valid consideration in exchange of property.

### A Rights of Lessor

- (i) Right to receive rent - The lessor should be given valid consideration for its property on lease.
- (ii) Right against damages incurred - In the case when property has been used and damaged lessor has right to get them reimbursed.
- (iii) Right of re-possession - Lessor has right to repossess the property once the lease agreement has been finished.
- (iv) Right to terminate the lease.

### \* Liabilities of Lessor

- (i) Duty to delivery possession - The lessor is duty bound to give the property for use to lessee.



(ii) Duty to maintain property - lessor has duty to get all the major repairs done before handing to the lessee.

### B. Rights of a lessee

(i) Right to sublet - unless not prohibited by the lease agreement

(ii)

(ii) Right to Renew - lessee has right to get the lease agreement renewed after expiration

(iii) Right to quiet enjoyment - lessee has right to quiet enjoyment of property without any interference from lessor.

### Liabilities of a lessor

(i) Maintain property - lessor has liability to maintain the property and peacefully enjoy

(ii) Damage compensation - in the case of any damage to the property lessee is ~~is~~ obliged to ~~for~~ compensation to lessor.

(iii) Reconveyance of property - to the lessor after lease term is expired.

Hence through lease right to enjoy and benefits of the ~~land~~ <sup>property</sup> accrue without any transfer of ownership of the property.



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Section-A

Ques 1 (a)

According to the transfer of property act, 1932 the 'transferor' is the one who has the 'ownership rights' of the property, whom he/she transfers to the 'transferee' according to the legal / contract obligations of the lease agreement.

Essentials of valid transfer

- (i) Competency - Both 'transferor' and 'transferee' should be competent according to the law, which is
  - (a) sound mind
  - (b) majority age
- (ii) Not disqualified by law - the 'transferor' and 'transferee' should not have been disqualified by the law.
- (iii) Voluntary transfer The transfer should be done voluntarily not under any undue influence, coercion or misrepresentation of facts.

A transferor in the TPA, 1932 can dispose the property for transferee against any valid consideration as mentioned in the registered deed.

Hence, they both transferor and transferee are bound by the rights and obligations of TPA, 1932.



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Ques 1 (b)

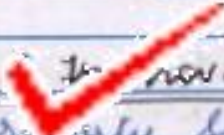
Doctrine of lis pendens is enshrined in Section 52 of TPA, 1882.

Doctrine of lis pendens comes from Latin where 'lis' means suit or 'case' and pendens means 'pending'.

It is a doctrine which states that 'during a pending case the transfer of the property cannot happen.'

It comes from a Latin maxim which states that when a case is pending in court any ~~pro~~ transfer of property would be invalid and subject to the decision of the court.

\* Essentials

- (i) Competant court :- The case should be pending before the competent court, who should have jurisdiction of the case.
- (ii) Specific  immovable property - The case of the property should be specific and not general and the property in the subject should be immovable.
- (iii) Non collusive property - The property being presented should be free from all the malafide and fraud.



(d) Authority of court - property can be transferred by only authority of the court.

### \* Exceptions

- (i) Movable properties are not covered in doctrine of lis pendens.
- (ii) Collusive property are not covered as they are mala fide and fraudulent.
- (iii) Incompetent court cannot have authority to judge the case.

Hence doctrine of lis pendens provides legal remedy against :-

- (i) Fraudulent transfers of property
- (ii) Avoid frustration of court order / decree
- (iii) Multiplicity of proceedings on similar property.

Sec 1 (c) Transfer of property is act by which any property is conveyed, future or existing ~~to~~ by the owner to one or more person, to himself or to him or one and more person.

Dealt under Sec. 5 of TPA, 1882

Transfer of property deals with inter-vivos transfers which means transfers only for the living being - but it can be individuals, or any legal entity → body corporate, company etc.



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transfer of property is enshrined in 'sec 5' of TPA, 1892, 2018

### \* Essential elements

- (i) Competant parties - Parties to whom the property is being transferred should be
- Sound mind
  - not disqualified by law
  - Majority age.

(ii) Voluntary ✓ - The property being transferred by the TPA act should be voluntary done -

- without force or coercion
- Not by fraud
- Not misrepresentation of fact.

(iii) Consideration - Transfer should be done or not against a consideration, <sup>depends on the</sup> otherwise the transfer would be gift type.

(iv) mode of transfer - can be transferred through

- Immovable property - registered deed
- Movable property - Delivery of possession.

### (v) Type of transfer ✓

- sale transfer through sale <sup>against</sup> price paid for ownership
- Mortgage - transfer for raising a debt against property as collateral
- Lease :- Transfer for certain period of time for consideration.



(d) gift - transfer without any price consideration is gift.

(e) Mutual exchange - If the property is exchange in favor of another party.

Hence these are valid essential elements of Transfer of property.

Ques 1(d) Vested interest and contingent interest are covered in 'section 19' and 'section 21' of the Transfer of property act, respectively.

- Vested interest is an interest where there is no fixed time or term of transfer without/with happening of any event. [the happening of event is certain].

ex: 'A' would transfer its property to 'B', who will later give it to

- It is absolute interest, which means that the subject of interest is without any conditions which may or may not happen.

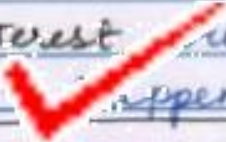
- Vested interest is certain interest. which means it would be not under any condition of happening or non-happening of any event.

\* In Ramlal vs Girdhari Lal case - the court stated that vested interest does not depend on the condition of any event. but they are Absolute & certain.



### \* Essential of vested interest

- (i) Unconditional & absolute - vested interest are bound to happen and are certain
- (ii) Transferable & hereditary right - vested interest can be transferred and also can be moved to heirs.

Contingent interest - these interest which are subject  happening of any uncertain events.


They are not absolute interest, but conditional interest.

example: 'A' would transfer his property to 'B' when 'B' attains age of '25' years.

This is a contingent interest as 'B' attaining 25 years of age is not absolute.

The interest of 'B' is a contingent interest but if 'B' attains the age of 25 years it would become a vested interest.

<sup>contingent</sup>  
Any interest which ~~is~~ when completes its <sup>contingent</sup> uncertain event - it becomes a vested interest.

ex: 'A' transfers its  <sup>contingent</sup> property to 'B' only if he survives his mother. - it is a contingent interest.

Here when 'B' mother pass, the interest become vested interest.



Ques) Oral transfer of property are dealt in the 'Section 9' of the TPA, 1882

Some laws provide the transfer of property through oral agreements, under transfer of property act such agreements/contracts are not void but valid, but comes with certain conditions.

- (a) Transfer of movable property - The oral contracts can be made only for the movable property which do not require any registration under registration act, 1908
- (b) Immovable property less than ₹ 100 - Immovable property less than ₹ 100 can be transferred orally without any written agreement or registration

#### \* Advantages

- (i) Quick transfer of property - without any formal paper work or registry / agreement.
- (ii) Cost effective - Property transferred through oral agreement is cost effective

#### \* Disadvantage

- (1) No legal enforceability - In case of any dispute it is difficult to enforce the contract since no written agreement made.



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Ques 1 (f) Rule against perpetuity is  
enshrined in Section 14 of TPA, 1882

Rule against perpetuity <sup>save</sup> states that the  
property ~~remains~~ from being locked  
indefinitely.

It states that the right of any interest  
created only lasts to the 21 years after  
the death of the life interest.

It helps to rule of property being indefinitely  
transferred generation by generation and  
thus leaving its market value and being  
locked up

Rule against ~~perpetuity~~ perpetuity limits  
the creation of interest while transferring  
the property.

Under this conditional interest cannot  
be transferred and only absolute interest  
can be transferred after the expiry of  
1st ~~interest~~ life interest creation.

Hence rule of perpetuity saves the  
property, preserves its market value and  
limits the transfer to any interest  
indefinitely.



Ques 1(g) Doctrine of election is present in Section 35 of the transfer of property act 1882 which states that, when <sup>multiple</sup> property is transferred in a single transaction, one cannot claim the benefits of the property and neglect the burden or obligation of the property.  
"One cannot approbate & reprobate in same instrument"

It states that if any property comes with both benefit and burden, the beneficiary can:

- Accept the offer
- Relinquish the offer completely.

If the offer is accepted both burden and benefits arising out of the same instrument should be accepted, one cannot only accept benefit and forego the burden.

### \*Essentials

(i) Multiple offer in single transaction - There are certain property which provide benefit and certain comes with obligation.

(ii) Double benefit - of property and benefit coming with it.

(iii) Compensation in case of rejection of burden - if the burden <sup>is</sup> come from instrument is foregone when beneficiary has to pay the compensation for the



loss incurred.

### \* Exceptions

- (i) Multiple offers in multiple transactions -  
if the property is being transferred in multiple transaction, then the property with burden can be rejected.

### \* Illustration

'A' transfers its property 'X' and 'Y' to 'B'. where property 'X' accrues benefit and 'Y' has obligation of ₹ 50000.- both the property are transferred in single transaction -

'B' can either reject both burden & benefit of property 'X' & 'Y' or accept property 'X' with benefit, forego 'Y' with obligation after paying compensation for loss incurred.

### Ques 1 (c)

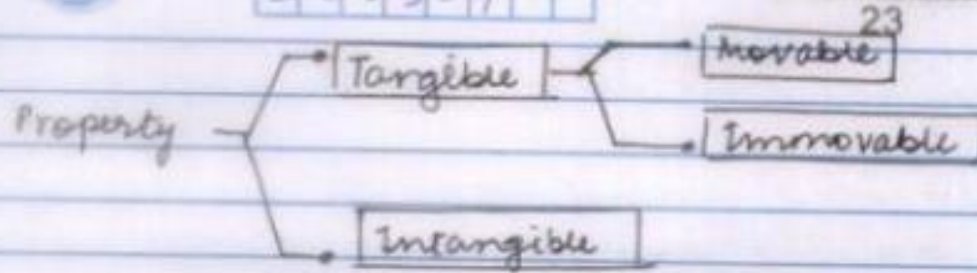
Property under transfer of property act 1882 is divided into: namely: -

- (i) Movable property
- (ii) Immoveable property
- (iii) Tangible property
- (iv) Intangible property



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a) Tangible property: Tangible properties are those properties which can be seen by eyes, touched and transferred.

Tangible properties are visible to eyes and can be transferred. they possess monetary value in them.

Eg: land, building, machinery etc.

Tangible property is further divided into movable & immovable.

(i) Movable property - which are not attached to land  
eg: car, gold etc

(ii) Immovable property - sec 3, TPA - properties attached to the land and movement can cause alteration in their nature: eg- land, plot, building etc.

b) Intangible property :- these are properties which cannot be seen, touched but carry value.  
eg: Intellectual property, Actionable claims, Trademarks  
These properties can be transferred, sold and utilised.

ques 1 (f) Easement of property is covered in sec 4 of Easement of Property Act 1882.

Easement is a right which is enjoyed by property owner (dominant tenement) against the property of (servient tenement) for



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enjoying the benefit of own property.

\* Easement of necessity arises from use of land / part of subvenient property owner because no other option is left, it is used due to no other opportunity present to use the property to enjoy benefit of own property.

ex: No passage to use a land except from the land of other owners.

Due to unavailability of other options left for the benefit of property, it is used.

ex: Land Building of 'A' has no windows apart from one present in wall of 'B's' building, so it becomes right of 'A' to enjoy free air, and 'B' cannot restrict this right.

Quest (hr) Actionable claims are intangible properties which can be transferred, sold or gifted. They cannot be touched or seen but carry a value with them.

Actionable claims arise on fulfilment of any debt, which completes towards with some value to owner.

They are subject to the rules and regulations under transfer of property act under section 5.

These actionable claims can also be pledged as they are movable property but cannot be used for mortgaging.