CLAT PG Property Law

Sample Paper – 2

Duration: 20 Minutes **Maximum Marks: 20**

Instructions

- This paper contains **20 Multiple Choice Questions (Single Correct Answer)**, modelled on the Property Law portion of **CLAT PG** entrance.
- Each correct answer carries **+1 mark**. Each incorrect answer carries a penalty of −**0.25 marks**. Unattempted questions carry no penalty.
- Only **one** option is correct. Choose carefully.
- Syllabus: **Transfer of Property Act, 1882; Registration Act, 1908; Easements Act, 1882** (LLB level).
- Use of mobile phones, calculators, or electronic gadgets is strictly prohibited.

SECTION A – Questions

Q1. A dispute arose between Rajan and Suresh over the sale of a mango orchard. Rajan sold the orchard to Suresh but later claimed that the standing timber on the property was not part of the transfer, as it did not constitute "immovable property" under the Transfer of Property Act, 1882. Suresh contended that the Act's definition was broad enough to include all vegetation permanently rooted in the soil.

Which of the following correctly states the position under the Transfer of Property Act, 1882 with regard to what is included or excluded from the definition of "immovable property"?

(A) Standing timber, growing crops, and grass are all included within the definition of immovable property under the Act, being permanently attached to the earth.

(B) Standing timber is expressly excluded from immovable property; growing crops and grass are also excluded, so that the Act's definition includes land, benefits arising out of land, and things attached to the earth other than these three items.

(C) Only growing crops are excluded from the definition of immovable property; standing timber and grass are treated as immovable property.

(D) Immovable property under the Act is restricted to land and buildings alone, and no form of vegetation is included within the definition under any circumstance.

Q2. Meena executed a deed of gift in favour of her nephew Kartik. Two persons signed the document as witnesses. The first witness signed in Meena's presence immediately after execution. The second witness signed the document only after Meena had left the room; however, before leaving, Meena had personally acknowledged her signature to the second witness, who then signed for the purpose of attesting. Kartik argued that the attestation was defective because both witnesses had not signed in Meena's simultaneous presence.

Which of the following most accurately describes the requirements of valid attestation under Section 3 of the Transfer of Property Act, 1882?

(A) Both attesting witnesses must sign simultaneously in the presence of the executant and of each other; signing at different times is fatal to valid attestation.

(B) Each attesting witness must sign only in the presence of the other attesting witness; the presence of the executant at the time of signing is not essential.

(C) Each attesting witness must sign in the presence of the executant, or must receive a personal acknowledgement from the executant of his signature or mark, and must sign for the purpose of attesting.

(D) It is sufficient if the witnesses are informed by a third party about the execution; they need not be present at, or receive any personal acknowledgement from, the executant.

Q3. Priya purchased agricultural land from Govind without conducting any inquiry into the title. The land was subject to a registered mortgage in favour of a nationalised bank, the particulars of which were duly entered in the public register of the Sub-Registrar's office. Priya contended that she was a purchaser without notice since she had no actual knowledge of the mortgage. The bank sought to enforce the mortgage against Priya.

Which of the following correctly states the law on constructive notice under Section 3 of the Transfer of Property Act, 1882?

(A) A purchaser is bound only by actual notice; constructive notice cannot be imputed to a purchaser unless the encumbrance was directly and personally communicated to her.

(B) Constructive notice arises only where the purchaser deliberately concealed her identity to avoid knowledge; registration alone does not constitute constructive notice to a subsequent purchaser.

(C) A person is deemed to have notice only when another person is in physical possession of the property; registered documents in the public register do not confer constructive notice.

(D) A person is deemed to have notice of a fact if, in the same transaction, she would have discovered it had she made such inquiries and inspections as a person ordinarily careful about her interests would have made.

Q4. By a registered deed, Hemant transferred a house property to his daughter Lata for life, and thereafter to Lata's eldest son who was not yet born at the time of execution. The deed further stipulated that if Lata's eldest son did not attain the age of 25 years, the property should pass to Hemant's trustees to hold in perpetuity. Lata's eldest son was born two years after the transfer. A question arose as to the validity of the subsequent limitation in favour of the trustees.

Which of the following correctly represents the rule governing a transfer to an unborn person under Section 13 of the Transfer of Property Act, 1882?

(A) The interest in favour of the unborn person must vest absolutely on birth; any further limitation that seeks to restrict vesting beyond what the rule against perpetuity under Section 14 permits is void to that extent.

(B) A transfer to an unborn person is wholly void; no interest can be created in favour of a person not in existence at the date of the transfer under any circumstance.

(C) The interest in favour of an unborn person vests conditionally, and additional limitations on the vesting may extend up to 21 years beyond the lives of persons in being at the date of transfer.

(D) A transfer in favour of an unborn person is valid only if the preceding life interest is in favour of a class of persons, not a single individual life tenant.

Q5. Mahesh transferred his ancestral bungalow to Rakesh "to have and to hold when Rakesh completes his law degree." At the time of the transfer, Rakesh was enrolled in the final year of his LLB programme. The deed did not specify what would happen to the bungalow if Rakesh failed to complete the degree. A question arose before the court as to whether Rakesh held a vested or a contingent interest in the bungalow.

Which of the following correctly distinguishes a vested interest from a contingent interest under Sections 19 and 21 of the Transfer of Property Act, 1882?

(A) A vested interest is one where the right to enjoyment depends on a condition subsequent, whereas a contingent interest arises without any condition whatsoever attached to it.

(B) A vested interest is one where the right to enjoy the property is immediate or certain to arise in the future without depending on an uncertain event, whereas a contingent interest is one where the right to enjoy depends on the happening of a specified uncertain event.

(C) A vested interest may be defeated by any condition subsequent imposed by the transferor, while a contingent interest automatically ripens into a vested interest after 12 years of uninterrupted possession.

(D) There is no legal distinction between vested and contingent interests under the Transfer of Property Act, 1882; both are equally transmissible to heirs on the death of the holder.

Q6. Ramkishor, by his will, purported to bequeath his wife Savita's gold jewellery (which did not legally belong to him) to his nephew Dinesh. In the same will, Ramkishor bequeathed his self-acquired property worth Rs. 20 lakhs to Savita. After Ramkishor's death, Savita wished to retain her own jewellery and simultaneously claim the self-acquired property bequeathed to her. Dinesh objected, invoking the doctrine of election under Section 35 of the Transfer of Property Act, 1882.

Which of the following correctly states the doctrine of election under Section 35 of the Transfer of Property Act, 1882?

(A) Savita is entitled to retain her jewellery and also take the self-acquired property, since the testator had no legal right to bequeath property belonging to her and such a bequest is void ab initio.

(B) Savita must transfer the self-acquired property worth Rs. 20 lakhs directly to Dinesh if she wishes to retain her own jewellery, since the testator's entire scheme must be fulfilled.

(C) Savita must elect between retaining her own jewellery (and thereby disclaiming the benefit under the will) or relinquishing her jewellery to Dinesh and claiming the self-acquired property; she cannot do both simultaneously.

(D) The doctrine of election applies only to living transferors and not to testamentary dispositions by will, so Savita is free to retain her jewellery and claim under the will without any obligation to elect.

Q7. Bhimrao mortgaged his farmland to Vishnu under a deed that expressly provided that Vishnu would take possession of the farmland and appropriate all rents and profits arising therefrom towards the repayment of the mortgage money, until the entire debt was satisfied. The deed contained no personal covenant by Bhimrao to repay the debt, nor any provision for charging separate interest. A dispute arose as to the nature of the mortgage created.

Which of the following correctly describes a usufructuary mortgage as defined under Section 58(b) of the Transfer of Property Act, 1882?

(A) The mortgagor transfers the mortgaged property absolutely to the mortgagee on condition that it will be re-transferred upon repayment of the mortgage money on a specified date.

(B) The mortgagor delivers possession of the property to the mortgagee, and the mortgagee is personally liable to repay the entire debt if the rents and profits from the property prove insufficient.

(C) The mortgagee receives a conditional title to the property which becomes absolute upon the mortgagor's failure to repay within the stipulated time, with no right of redemption thereafter.

(D) The mortgagor delivers possession of the mortgaged property (or expressly or by implication binds himself to do so) to the mortgagee, and authorises the mortgagee to retain possession and receive the rents and profits in lieu of interest or in payment of the mortgage money, or partly in lieu of interest and partly in payment.

Q8. Chandrakant borrowed Rs. 50 lakhs from Nitin and executed a mortgage deed whereby he transferred his commercial premises absolutely to Nitin. The deed contained a personal covenant by Chandrakant to repay the entire loan with interest by a fixed date, upon which Nitin was contractually obligated to re-transfer the property to Chandrakant. The deed did not provide for delivery of possession to Nitin during the currency of the mortgage. The parties later disputed the precise nature of the mortgage created.

Which of the following correctly describes an English mortgage as defined under Section 58(f) of the Transfer of Property Act, 1882?

(A) The mortgagor binds himself personally to repay the mortgage money on a certain day, and transfers the mortgaged property absolutely to the mortgagee, subject to a proviso that the mortgagee will re-transfer the property to the mortgagor upon repayment of the mortgage money as agreed.

(B) The mortgagor deposits the title deeds of the property with the mortgagee as security, with an agreement, express or implied, that the deposited deeds shall constitute security for the debt.

(C) The mortgagor retains possession and merely charges the property as security for the loan, without transferring any interest in the property to the mortgagee, who can enforce only through court.

(D) The mortgagor delivers possession of the property to the mortgagee who retains it until repayment, with all rents and profits from the property applied toward the outstanding mortgage money.

Q9. Suraj mortgaged two properties – Plot X and Plot Y – to Arvind as security for a single loan. Subsequently, Suraj separately mortgaged only Plot X to Bhaskar as security for a second, smaller loan. When Arvind sought to recover his debt by selling Plot X, Bhaskar objected and claimed that Arvind should be required to resort first to Plot Y, so that Plot X was not depleted to Bhaskar's prejudice.

Which of the following correctly states the doctrine of marshalling of securities under Section 56 of the Transfer of Property Act, 1882?

(A) Marshalling entitles a subsequent mortgagee to compel the prior mortgagee to enforce only those securities not mortgaged to the subsequent mortgagee, even if this causes direct prejudice to the prior mortgagee's recovery.

(B) Where one person holds mortgages over two properties and another person holds a mortgage over only one of those properties, the second mortgagee is entitled to have the first mortgagee's debt satisfied out of the other property, as far as is consistent with the rights of the first mortgagee.

(C) Marshalling allows the prior mortgagee to choose which security to enforce entirely at his discretion, irrespective of the rights of subsequent mortgagees, and no court can interfere with this choice.

(D) Marshalling of securities applies only where both mortgages were created simultaneously on the same day in favour of the same mortgagee.

Q10. Dilip took on lease a residential flat from Sharmila on a month-to-month basis for an agreed monthly rent. After several months, Sharmila decided to terminate the tenancy and verbally informed Dilip. No written notice was served. Dilip refused to vacate, contending that the tenancy was not validly terminated because no proper notice to quit as required by Section 106 of the Transfer of Property Act, 1882 had been served. The matter came before the court.

Which of the following correctly states the law on notice to quit for a month-to-month residential tenancy under Section 106 of the Transfer of Property Act, 1882?

(A) No notice is required to terminate a month-to-month tenancy; the landlord may demand vacation at any point without prior intimation.

(B) A written notice of 30 days, expiring on the last day of the month of tenancy, is required; this requirement can be waived only by oral consent of both parties.

(C) A notice of not less than 15 days in duration, ending with the end of a month of the tenancy, is required to terminate a month-to-month tenancy; either party may require such notice to be in writing.

(D) A minimum notice period of 6 months is mandatory for all residential tenancies regardless of whether the tenancy is month-to-month or year-to-year.

Q11. Ganesh held a registered lease of a commercial godown for a period of 10 years. In the fourth year of the lease, Ganesh transferred his entire remaining leasehold interest – covering the remaining 6 years – to Harish by a registered instrument. After the transfer, Ganesh retained no interest whatsoever in the godown. A question arose before the court whether this transfer constituted an assignment of the lease or a sub-lease, and what legal consequences followed.

Which of the following correctly distinguishes an assignment of a lease from a sub-lease?

(A) In both assignment and sub-lease, privity of contract is automatically created between the new occupant and the original landlord, making the new occupant directly liable for rent to the original lessor.

(B) In a sub-lease, the entire remaining interest of the original lessee passes to the sub-lessee, thereby creating privity of estate between the sub-lessee and the original lessor.

(C) An assignment is created when the lessee retains any reversionary interest, however brief; a sub-lease transfers the whole remaining term with no retention by the lessee.

(D) In an assignment, the entire remaining interest of the lessee passes to the assignee, who steps into the shoes of the original lessee vis-à-vis the lessor, creating privity of estate; in a sub-lease, the lessee retains a reversionary interest and no privity of estate arises between the sub-lessee and the original lessor.

Q12. Meghana leased her residential bungalow to Sujit for 11 months under a registered lease deed. Upon expiry of the term, Sujit continued to occupy the bungalow without executing a fresh lease deed. Meghana accepted rent from Sujit for two months after expiry of the original lease, without any express agreement for renewal or extension. A dispute arose as to whether a new tenancy had been created and, if so, on what terms.

Which of the following correctly states the legal effect of holding over under Section 116 of the Transfer of Property Act, 1882?

(A) If the lessee remains in possession after expiry of the lease and the lessor accepts rent or otherwise assents to the lessee continuing in possession, a new tenancy is implied; for a residential lease originally of less than one year, the renewed tenancy is from month to month.

(B) Holding over automatically converts any fixed-term lease into a permanent tenancy on the same terms as the original lease, regardless of the parties' subsequent conduct or intent.

(C) Where a lessee holds over after expiry of the lease, the lessor is entitled to claim double the contracted rent for the period of holding over, but no new tenancy is thereby created.

(D) A lessee who holds over after the expiry of the lease becomes a trespasser ab initio, and the lessor may file for recovery of possession without serving any further notice.

Q13. Sitaram purported to gift to his friend Mohan a plot of land that Sitaram expected to inherit from his father in the future. Sitaram executed a registered gift deed specifying the plot and stating expressly that the gift was of his anticipated inheritance. Sitaram's father died three years later, and the plot devolved on Sitaram by intestate succession. Mohan sought to enforce the registered gift deed against Sitaram and his legal heirs.

Which of the following correctly states the law regarding a gift of future property under Section 124 of the Transfer of Property Act, 1882?

(A) A gift of future property is voidable at the option of the donor at any time before the property comes into existence, but becomes irrevocable once the donor actually acquires the property.

(B) A gift of future property is void under Section 124 of the Transfer of Property Act, 1882; property that is to be gifted must exist at the time of the gift for the gift to be valid.

(C) A gift of future property is valid if made by a registered instrument and is conditional on the donor acquiring the property within a reasonable time not exceeding three years.

(D) A gift of future property is enforceable against the donor's estate if it is coupled with even a nominal portion of present property, on the principle applicable to onerous gifts under Section 127.

Q14. Anil gifted to Brij a bundle of two properties under a single registered gift deed: Property P (a prime commercial plot worth Rs. 30 lakhs) and Property Q (an agricultural plot burdened by a registered mortgage of Rs. 15 lakhs). Brij accepted Property P and took physical possession of it, but sought to reject Property Q along with its mortgage burden, arguing that a donee is free to accept only the beneficial elements of a compound gift.

Which of the following correctly states the rule regarding an onerous gift under Section 127 of the Transfer of Property Act, 1882?

(A) A donee may accept any beneficial part of a compound gift and reject any onerous part, irrespective of whether both parts are contained in the same transaction or instrument.

(B) An onerous gift is wholly void if the burden attached to the gifted property exceeds one-half of the market value of the property; the donee bears no liability in that case.

(C) Where a gift consists of both an onerous and a beneficial element transferred in the same transaction, the donee must either accept the whole gift and bear the burden, or reject the whole gift; he cannot selectively accept only the beneficial part.

(D) The donee of an onerous gift is personally liable to the donor for discharging the burden even if the donee subsequently repudiates the gift, because acceptance of any part constitutes acceptance of all.

Q15. Tilak owns a residential plot that is completely surrounded by land belonging to his neighbour Vinod. Tilak claims a right to pass over Vinod's land to reach the public road, and also claims the right to draw water from a well situated on Vinod's land for domestic use. Vinod disputes both claims, arguing that no deed of easement was ever executed in Tilak's favour. Tilak contends that these rights constitute easements within the meaning of the Easements Act, 1882.

Which of the following correctly states the definition and essential characteristics of an easement under Section 4 of the Easements Act, 1882?

(A) An easement is a right of exclusive possession over a defined portion of the servient tenement, held by the dominant owner for the better enjoyment of the dominant tenement.

(B) An easement encompasses every right that a landowner may exercise over an adjacent owner's land, including purely personal licences and rights not annexed to any dominant tenement.

(C) An easement is a right available to any person in the neighbourhood of the servient tenement to use that tenement for agricultural or grazing purposes, irrespective of ownership of any dominant land.

(D) An easement is a right which the owner or occupier of land possesses, as such, for the beneficial enjoyment of that land, to do and continue to do something, or to prevent and continue to prevent something being done, in or upon or in respect of certain other land not owned by him.

Q16. For over 22 years, the residents of Village Rampur had openly and peaceably drawn water from a well situated on private land belonging to Ramesh, without his permission and asserting the right as their own. Ramesh filed a suit to restrain the villagers, arguing that no formal deed of easement had been executed in their favour. The villagers claimed they had acquired an easement by prescription under Section 15 of the Easements Act, 1882.

Which of the following correctly states the requirements for acquiring an easement by prescription under Section 15 of the Easements Act, 1882?

(A) Peaceable and open enjoyment of the easement, as of right and without interruption, for a period of 20 years is sufficient to establish a prescriptive easement; the claimant is not required to prove consent or acquiescence by the servient owner.

(B) An easement by prescription requires the express permission of the servient owner renewed at intervals, and the period of uninterrupted use must be at least 30 years to be effective.

(C) Prescription is available only for easements of way and light; the right to draw water from a well on another's land cannot be acquired by prescription under the Easements Act, 1882.

(D) An easement by prescription is acquired after 12 years of continuous use by virtue of the Limitation Act, 1963; the Easements Act, 1882 merely provides for its formal registration.

Q17. Nandini owned Plot A and her neighbour Tarun owned Plot B. A right of way over Plot B in favour of the owner of Plot A had been duly registered. Subsequently, Nandini purchased Plot B from Tarun, making both plots her absolute property. Two years later, Nandini sold Plot A to Deepak. Deepak now claims the registered right of way over what was formerly Plot B.

Which of the following correctly states the mode of extinction of an easement applicable to the above facts under Sections 37 to 47 of the Easements Act, 1882?

(A) The registered easement continues to exist even after Nandini acquires both plots, because a registered easement can be extinguished only by a formal deed of release executed before the Sub-Registrar.

(B) The easement was extinguished when the dominant and servient tenements vested in the same person (Nandini) in the same right; upon the subsequent sale of Plot A to Deepak, the easement does not automatically revive.

(C) The easement was temporarily suspended when Nandini acquired both plots but automatically revived upon her sale of Plot A to Deepak, since the registered title of Plot A carries the easement with it.

(D) An easement can be extinguished only by a government notification amalgamating the two tenements; a private purchase of the servient tenement by the dominant owner does not extinguish the easement at law.

Q18. Raghavendra was heavily indebted to several creditors and anticipated a money decree against him. In anticipation, he transferred his only immovable property to his minor son for a nominal consideration of Rs. 1,000, without disclosing the pending suits to the transferee. The creditors, upon obtaining a decree, sought to have the transfer set aside under Section 53 of the Transfer of Property Act, 1882, alleging it was a fraudulent transfer intended to defeat them.

Which of the following correctly states the law on fraudulent transfers under

Section 53 of the Transfer of Property Act, 1882?

(A) A transfer to a family member is irrebuttably presumed to be fraudulent whenever the transferor is indebted at the time of transfer, and no further proof of intent to defraud creditors is required by the court.

(B) A transfer is fraudulent under Section 53 only if the transferee had actual notice of all the creditors' claims at the time of transfer; nominal consideration alone is insufficient to establish fraudulent intent.

(C) Every transfer of immovable property made with the intent to defeat or delay the creditors of the transferor is voidable at the option of any creditor so defeated or delayed; however, a bona fide transferee for consideration who had no notice of the fraudulent intent is not affected.

(D) A fraudulent transfer under Section 53 is void ab initio, and the property reverts automatically to the transferor's estate without the necessity of any court order or decree.

Q19. Krishnadas, falsely representing himself as the absolute owner of a commercial shop, transferred it to Sumedha by a registered sale deed for full market consideration. At the time of the transfer, the shop actually belonged to Krishnadas's father. Krishnadas's father died two years later and Krishnadas inherited the shop by intestate succession. Sumedha sought to enforce the sale deed. Krishnadas's other legal heirs contended that the original transfer was void since Krishnadas had no title at the date of transfer.

Which of the following correctly states the principle applicable under Section 43 of the Transfer of Property Act, 1882?

(A) The transfer is void ab initio because the transferor had no title at the date of the transfer; a subsequent acquisition of title by the transferor cannot validate a transfer that was void from inception.

(B) The transferee can enforce the transfer only if the transferor had made an express separate promise at the time of transfer to re-convey the property once he acquired title to it.

(C) The doctrine of feeding the grant applies only to voluntary transfers by way of gift and is not available to a purchaser for value such as Sumedha.

(D) Where a person fraudulently or erroneously represents that he is authorised to transfer certain immovable property and purports to transfer it for consideration, the transferee may, at her option, require the transferor to make good the transfer if the transferor subsequently acquires an interest in that property; this is the doctrine of feeding the grant under Section 43.

Q20. Pankaj and Ravi entered into a sale deed for the transfer of an agricultural field valued at Rs. 10 lakhs. The deed was duly executed and signed by both parties but was never presented for registration at the Sub-Registrar's office. Ravi took possession and made improvements to the field. A third party, Sohan, subsequently obtained from Pankaj a separate registered sale deed for the very same field. Ravi sought to enforce his unregistered deed against Sohan.

Which of the following correctly states the effect of non-registration of a compulsorily registrable document under the Registration Act, 1908?

(A) A document that is required by law to be registered but is not registered shall not affect any immovable property comprised therein, nor be received as evidence of any transaction affecting such property, except as evidence of a contract in a suit for specific performance of the contract.

(B) Non-registration of a compulsorily registrable document renders it inadmissible in evidence before civil courts only, but the underlying transaction remains fully valid and enforceable between the contracting parties.

(C) A compulsorily registrable document that is unregistered is valid between the contracting parties and is also enforceable against any third party who had actual notice of the transaction before acquiring his own interest.

(D) Non-registration of a document makes the transaction voidable at the option of either party, and the right to present the document for registration subsists until the property is transferred to a bona fide purchaser for value.

DETAILED SOLUTIONS

Sol. 1.

Solution

Concept — Immovable Property (Section 3, TPA 1882): The Transfer of Property Act, 1882 defines "immovable property" to include land, benefits arising out of land, and things attached to the earth. However, the Act expressly excludes standing timber, growing crops, and grass from the definition of immovable property – these are treated as movable property.

Analysis: Rajan's claim that standing timber is excluded from immovable property is legally correct. Under Section 3 of the Act, standing timber, growing crops, and grass are all excluded from the definition of immovable property. They are treated as movable property and therefore a sale of the orchard does not automatically include standing timber unless explicitly agreed.

Why other options are wrong:

- Option (A): Incorrect – standing timber, growing crops, and grass are expressly excluded, not included, in the definition.
- Option (C): Incorrect – not only growing crops, but also standing timber and grass are excluded from the definition.
- Option (D): Incorrect – the Act includes things attached to the earth and benefits arising out of land in addition to land itself; it is not restricted to land and buildings alone.

Final Answer: Standing timber, growing crops, and grass are all excluded from "immovable property" under the TPA $\Rightarrow$ $\boxed{\text{B}}$

Answer: (B) Go Back to Q1

Sol. 2.

Solution

Concept — Attestation (Section 3, TPA 1882): "Attested" in relation to an instrument means attested by two or more witnesses, each of whom has seen the executant sign or affix his mark to the instrument, or has received from the executant a personal acknowledgement of his signature or mark, and each of whom has signed the instrument in the presence of the executant. It is not necessary that the witnesses sign in the presence of each other.

Analysis: The second witness did not see Meena sign, but received a personal acknowledgement of her signature directly from Meena before she left the room, and then signed for the purpose of attesting. This satisfies the second limb of the definition of attestation under Section 3. Kartik's argument that simultaneous presence of both witnesses is required is legally incorrect – witnesses need not sign at the same time or in each other's presence.

Why other options are wrong:

- Option (A): Incorrect – simultaneous signing or mutual presence of witnesses is not required; each witness must independently satisfy the condition.
- Option (B): Incorrect – the witness must sign in the presence of the executant (or receive acknowledgement from the executant), not merely in the presence of the other witness.
- Option (D): Incorrect – a third-party communication is insufficient; each witness must personally receive the acknowledgement from the executant himself.

Final Answer: Valid attestation requires each witness to sign in the presence of the executant or receive his personal acknowledgement of his own signature ⇒ $\boxed{\text{C}}$

Answer: (C) Go Back to Q2

Sol. 3.

Solution

Concept — Constructive Notice (Section 3, TPA 1882): Section 3 of the TPA provides that a person is deemed to have notice of a fact if, in the same transaction, she would have discovered it had she made such inquiries and inspections as a person ordinarily careful about her interests would have made. Registration of a document in the public register is a recognised source of constructive notice; a purchaser is expected to inspect the register.

Analysis: Priya, as a prudent purchaser of land, was obligated to inspect the Sub-Registrar's public register before completing the purchase. The registered mortgage was available for inspection in that register. Her failure to make such an inquiry means she is deemed to have constructive notice of the mortgage. She cannot rely on her lack of actual knowledge to defeat the bank's claim.

Why other options are wrong:

- Option (A): Incorrect – constructive notice does not require personal communication; registered documents give notice by operation of law.
- Option (B): Incorrect – there is no requirement of deliberate concealment to attract constructive notice; registration itself raises it.
- Option (C): Incorrect – constructive notice is not limited to physical possession by a third party; registered encumbrances in public registers also give constructive notice.

Final Answer: A person is deemed to have notice of what a prudent inquiry would have revealed, including registered encumbrances on public record $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q3

Sol. 4.

Solution

Concept — Transfer to Unborn Person (Section 13, TPA 1882): Under Section 13, property may be transferred for the benefit of an unborn person subject to two conditions: (i) there must be a prior life interest in favour of a person in existence at the date of the transfer, and (ii) the interest created for the unborn person must vest absolutely in that person on birth. Any condition that restricts the absolute vesting or that seeks to extend the limitation beyond the rule against perpetuity under Section 14 is void to that extent.

Analysis: The prior life estate in Lata, a living person, is valid. The interest in Lata's eldest son must vest absolutely on birth. The further stipulation that the property passes to trustees if the son does not attain 25 years attempts to restrict absolute vesting – this must be tested against Section 14. If the condition that the son attain 25 years offends the perpetuity rule (which it likely does), it is void to that extent.

Why other options are wrong:

- Option (B): Incorrect – Section 13 expressly permits transfers to unborn persons provided the prescribed conditions are met.
- Option (C): Incorrect – the 21-year extension is from the English common law rule; Indian law under Section 14 measures the period by the life of the last prior interest holder plus minority, not 21 years.
- Option (D): Incorrect – the prior life interest may lawfully be in favour of a single individual; the Act does not mandate a class of life tenants.

Final Answer: Interest in unborn person must vest absolutely on birth; restrictions that violate the perpetuity rule under Section 14 are void $\Rightarrow$ $\boxed{\text{A}}$

Answer: (A) Go Back to Q4

Sol. 5.

Solution

Concept — Vested and Contingent Interests (Sections 19 & 21, TPA 1882): A vested interest under Section 19 is one where a present right to enjoy the property exists or is certain to arise; the interest does not depend on the happening of any uncertain future event. A contingent interest under Section 21 is one where the right to enjoyment depends on the occurrence of a specified uncertain event; until that event occurs, no enforceable interest exists.

Analysis: In Mahesh's transfer to Rakesh, the right to the bungalow is conditional on Rakesh completing his law degree – an uncertain future event that may or may not occur. Until that event occurs, Rakesh cannot claim any right to the bungalow. Therefore, Rakesh holds a contingent interest. If and when he completes the degree, the contingency is fulfilled and his interest becomes vested.

Why other options are wrong:

- Option (A): Incorrect – this reverses the definitions; a vested interest is not conditioned on a subsequent event; it is the contingent interest that depends on an uncertain happening.
- Option (C): Incorrect – contingent interests do not automatically ripen into vested interests after 12 years; the 12-year period relates to limitation law, not to the vesting of interests.
- Option (D): Incorrect – Sections 19 and 21 draw a clear and legally significant distinction between vested and contingent interests.

Final Answer: A vested interest gives an immediate or certain future right; a contingent interest depends on an uncertain event $\Rightarrow$ $\boxed{\text{B}}$

Answer: (B) Go Back to Q5

Sol. 6.

Solution

Concept — Doctrine of Election (Section 35, TPA 1882): Section 35 provides that where a person professes to transfer property which he has no right to transfer, and as part of the same transaction confers any benefit on the owner of that property, the owner must elect either to confirm the transfer (and take the benefit) or to dissent from it (and forego the benefit). She cannot retain both her own property and the benefit conferred by the transferor.

Analysis: Ramkishor had no right to bequeath Savita's jewellery. But in the same transaction (the same will), he conferred a benefit on Savita – the self-acquired property worth Rs. 20 lakhs. Savita must therefore elect: she can retain her jewellery and disclaim the legacy under the will, or she can relinquish her jewellery to Dinesh and take the Rs. 20 lakhs property. She cannot simultaneously retain her jewellery and claim the legacy.

Why other options are wrong:

- Option (A): Incorrect – even though the bequest of Savita's jewellery was ineffective, Section 35 requires Savita to elect; she cannot retain her jewellery and also claim the testamentary benefit.
- Option (B): Incorrect – if Savita elects to retain her jewellery, she must restore the benefit received, not necessarily transfer the property directly to Dinesh; the obligation is to compensate Dinesh from the benefit.
- Option (D): Incorrect – Section 35 expressly applies to testamentary transfers; the doctrine is not confined to transfers inter vivos.

Final Answer: Savita must elect between retaining her jewellery or taking the testamentary benefit; she cannot do both $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q6

Sol. 7.

Solution

Concept — Usufructuary Mortgage (Section 58(b), TPA 1882): In a usufructuary mortgage, the mortgagor delivers possession of the mortgaged property (or expressly or by implication binds himself to deliver it) to the mortgagee and authorises the mortgagee to retain such possession and to receive rents and profits accruing from the property, in lieu of interest or in payment of the mortgage money. Crucially, the mortgagor incurs no personal liability to repay the debt.

Analysis: Bhimrao delivered possession of the farmland to Vishnu and authorised Vishnu to receive rents and profits in repayment of the debt, with no personal covenant to repay. This is the defining characteristic of a usufructuary mortgage under Section 58(b). The mortgagee (Vishnu) is not personally responsible for the debt; he merely applies the produce of the property toward it.

Why other options are wrong:

- Option (A): Incorrect – this describes an English mortgage under Section 58(f), which involves an absolute transfer with a proviso for re-transfer, not possession and usufruct.
- Option (B): Incorrect – in a usufructuary mortgage, the mortgagee applies rents toward the debt but is not personally liable to repay any shortfall; personal liability rests with the mortgagor.
- Option (C): Incorrect – absolute forfeiture of title on default describes a different type of security arrangement and is not a usufructuary mortgage.

Final Answer: Usufructuary mortgage – mortgagee takes possession and receives rents and profits in lieu of interest or toward repayment of the mortgage money $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q7

Sol. 8.

Solution

Concept — English Mortgage (Section 58(f), TPA 1882): An English mortgage involves two essential elements: (i) the mortgagor binds himself personally to repay the mortgage money on a certain day, and (ii) transfers the mortgaged property absolutely to the mortgagee, subject to a proviso that the mortgagee will re-transfer the property to the mortgagor on repayment of the mortgage money as agreed. Delivery of possession to the mortgagee during the term is not a requirement.

Analysis: Chandrakant's deed contains both hallmarks: a personal covenant to repay by a fixed date and an absolute transfer of the commercial premises to Nitin with an obligation to re-transfer on repayment. The absence of a possession clause is consistent with an English mortgage. This is correctly described as an English mortgage under Section 58(f).

Why other options are wrong:

- Option (B): Incorrect – this describes a mortgage by deposit of title deeds (equitable mortgage), where possession of title documents, not the property itself, is delivered as security.
- Option (C): Incorrect – this describes a simple charge or simple mortgage, where no interest in property is transferred to the mortgagee and enforcement is through court alone.
- Option (D): Incorrect – this describes a usufructuary mortgage, where the mortgagee takes possession and receives rents and profits in lieu of interest.

Final Answer: English mortgage – personal covenant to repay and absolute transfer of property subject to re-transfer on repayment $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q8

Sol. 9.

Solution

Concept — Marshalling of Securities (Section 56, TPA 1882): Section 56 of the TPA codifies the equitable doctrine of marshalling. Where a mortgagee has two funds (properties) as security for his debt, and another creditor has a security over only one of those funds, the second creditor may require the first mortgagee to resort first to the fund over which the second creditor has no security, as far as this is consistent with the first mortgagee's right to recover the full debt.

Analysis: Arvind holds mortgages over both Plot X and Plot Y. Bhaskar holds a mortgage over Plot X only. Bhaskar is entitled to require Arvind to satisfy his debt from Plot Y first, to the extent that this does not prejudice Arvind's right to full recovery. If Plot Y is insufficient, Arvind may also resort to Plot X. Bhaskar's security in Plot X is thus protected to the maximum extent possible.

Why other options are wrong:

- Option (A): Incorrect – marshalling must be exercised only to the extent consistent with the first mortgagee's rights; Bhaskar cannot compel Arvind to take steps that would prejudice Arvind's own recovery.
- Option (C): Incorrect – the prior mortgagee's right to choose which security to enforce is subject to the equity of marshalling and can be regulated by a court.
- Option (D): Incorrect – marshalling applies even when the two mortgages are created at different times and in favour of different mortgagees; simultaneous creation is not required.

Final Answer: Second mortgagee can require first mortgagee to resort to the other property first, as far as is consistent with the first mortgagee's rights ⇒ $\boxed{B}$

Answer: (B) Go Back to Q9

Sol. 10.

Solution

Concept — Notice to Quit (Section 106, TPA 1882): Section 106 provides that, in the absence of a contract or local law to the contrary, a lease of immovable property for agricultural or manufacturing purposes is deemed a lease from year to year, terminable by 6 months' notice, while a lease for any other purpose (including residential) is deemed a lease from month to month, terminable by 15 days' notice. The notice must expire at the end of a month of the tenancy. Either party may require the notice to be in writing.

Analysis: The residential flat was held on a month-to-month basis. Sharmila was required to give not less than 15 days' notice expiring at the end of a month of the tenancy. Either party has the right to require the notice to be in writing. Dilip's refusal to vacate is valid if he had exercised his right to require written notice and none was given. Option (C) accurately states the law.

Why other options are wrong:

- Option (A): Incorrect – a minimum 15-day notice is mandatory; the landlord has no right to demand immediate vacation without notice.
- Option (B): Incorrect – the statutory notice period is 15 days, not 30 days; the period must also expire at the end of a tenancy month, not just any date.
- Option (D): Incorrect – a 6-month notice period applies to agricultural or manufacturing leases (year-to-year); month-to-month residential tenancies require only 15 days' notice.

Final Answer: Month-to-month residential tenancy requires 15 days' notice expiring at the end of a tenancy month; either party may require it in writing ⇒ $\boxed{C}$

Answer: (C) Go Back to Q10

Sol. 11.

Solution

Concept — Assignment vs Sub-lease (TPA 1882): The distinction between assignment and sub-lease turns on whether the lessee retains any reversionary interest after the transfer. If the lessee transfers his entire remaining interest with nothing left by way of reversion, the transaction is an assignment. If the lessee retains even a single day's reversion, the transaction is a sub-lease. In an assignment, privity of estate is created between the assignee and the original lessor; in a sub-lease, no such privity arises between the sub-lessee and the original lessor.

Analysis: Ganesh transferred his entire remaining 6-year interest to Harish, retaining nothing. This is an assignment. Harish steps into Ganesh's position vis-à-vis the original lessor, and privity of estate is created between Harish and the lessor. Had Ganesh retained even one day of the term, it would have been a sub-lease.

Why other options are wrong:

- Option (A): Incorrect – in a sub-lease, no privity of estate is created between the sub-lessee and the original lessor; privity of contract remains with the original lessee only.
- Option (B): Incorrect – it is an assignment (not a sub-lease) where the entire remaining interest passes; a sub-lease retains a reversionary interest.
- Option (C): Incorrect – this reverses the definitions; it is the sub-lease where the lessee retains a reversion, not the assignment.

Final Answer: Assignment – entire interest passes, privity of estate with lessor created; sub-lease – lessee retains reversion, no privity of estate with sub-lessee $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q11

Sol. 12.

Solution

Concept — Holding Over (Section 116, TPA 1882): Section 116 provides that if a lessee or under-lessee remains in possession of the demised property after the determination of the lease, and the lessor or his legal representative accepts rent or otherwise assents to the lessee's continuing in possession, the lease is renewed from year to year (for agricultural or manufacturing purposes) or from month to month (for all other purposes).

Analysis: Sujit remained in possession after the 11-month residential lease expired. Meghana accepted rent for two months after expiry without any express agreement for renewal. This constitutes holding over with the lessor's implied assent. Since the original lease was for residential purposes and was for less than one year, the renewed tenancy created by holding over is from month to month, terminable by 15 days' notice under Section 106.

Why other options are wrong:

- Option (B): Incorrect – holding over creates a month-to-month (or year-to-year) tenancy, not a permanent one; the terms of the original lease do not continue indefinitely.
- Option (C): Incorrect – Section 116 does not provide for double rent; it creates a new implied tenancy on the lessor's acceptance of rent.
- Option (D): Incorrect – a lessee who holds over with the lessor's implied assent (by acceptance of rent) is not a trespasser; a new tenancy is legally implied.

Final Answer: Holding over with lessor's assent (acceptance of rent) creates a month-to-month tenancy for a residential lease originally of less than one year ⇒ $\boxed{\text{A}}$

Answer: (A) Go Back to Q12

Sol. 13.

Solution

Concept — Gift of Future Property (Section 124, TPA 1882): Section 124 of the Transfer of Property Act, 1882 provides in express terms that a gift of future property is void. The subject matter of a valid gift must exist at the time the gift is made and must be the donor's own property. Property that the donor expects to acquire in the future cannot be the subject of a valid gift.

Analysis: At the time Sitaram executed the gift deed, the plot belonged to his father – it was not Sitaram's property. Sitaram merely expected to inherit it in the future. The gift was therefore of future property and is void under Section 124, irrespective of the fact that the deed was registered and that Sitaram subsequently did inherit the plot. Registration cannot cure the fundamental statutory defect.

Why other options are wrong:

- Option (A): Incorrect – a gift of future property is not merely voidable; it is void by statute under Section 124 and cannot be ratified or confirmed by the donor at any subsequent stage.

- Option (C): Incorrect – Section 124 contains no exception for registered instruments or a reasonable time limit; the prohibition is absolute.
- Option (D): Incorrect – Section 127 (onerous gifts) relates to gifts of present property that carry a burden; it does not validate a gift of purely future property.

Final Answer: A gift of future property is void under Section 124; property must exist and belong to the donor at the time of the gift ⇒ $\boxed{\text{B}}$

Answer: (B) Go Back to Q13

Sol. 14.

Solution

Concept — Onerous Gift (Section 127, TPA 1882): Section 127 provides that where a gift is in the form of a single transfer of several things, one of which is burdened by an obligation, the donee can only take that thing by also accepting the obligation. Where a gift consists of several things – some beneficial and some onerous – transferred in one transaction, the donee must take the whole or leave the whole; he cannot split the gift.

Analysis: Anil's gift comprised Property P (beneficial) and Property Q (burdened by a mortgage of Rs. 15 lakhs) transferred under a single instrument in one transaction. Brij accepted Property P and took possession. Under Section 127, Brij is not entitled to retain only the beneficial property while rejecting the burdensome one. By accepting any part of the compound gift, he is bound to accept the entire gift with its obligations.

Why other options are wrong:

- Option (A): Incorrect – where both properties are in the same transaction, a donee cannot selectively accept; Section 127 mandates all-or-nothing acceptance.
- Option (B): Incorrect – Section 127 contains no provision that voids an onerous gift based on the quantum of the burden relative to the property's value.
- Option (D): Incorrect – a donee who repudiates the entire gift (before deriving any benefit) is not personally liable for the burden; liability arises only on acceptance of the gift.

Final Answer: Donee must accept the whole compound gift (with its burden) or reject it entirely; selective acceptance of only the beneficial part is not permitted $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q14

Sol. 15.

Solution

Concept — Definition of Easement (Section 4, Easements Act 1882): Section 4 defines an easement as a right which the owner or occupier of land (dominant tenement) possesses, as such, for the beneficial enjoyment of that land, to do and continue to do something, or to prevent and continue to prevent something being done, in or upon or in respect of certain other land (servient tenement) not owned by him. Essential features: the right must be annexed to land (dominant tenement), it must be for the beneficial enjoyment of that land, and it must be exercised over the servient tenement.

Analysis: Tilak's right of way over Vinod's land and his right to draw water from Vinod's well are both rights exercised over Vinod's land (servient tenement) for the beneficial enjoyment of Tilak's own plot (dominant tenement). Both satisfy the definition of an easement. The absence of a formal deed is not fatal – easements may be acquired by necessity, prescription, or custom.

Why other options are wrong:

- Option (A): Incorrect – an easement does not confer exclusive possession of the servient tenement; exclusive possession would give rise to a lease or licence, not an easement.
- Option (B): Incorrect – a personal licence is not an easement; an easement must be annexed to a dominant tenement and cannot exist in gross.
- Option (C): Incorrect – an easement is not a right of the general public; it is specific to the dominant owner and must benefit a specific tenement, not the neighbourhood at large.

Final Answer: An easement is the right of the dominant owner to do (or prevent) something on the servient tenement for the beneficial enjoyment of the dominant land $\Rightarrow \boxed{D}$

Answer: (D) Go Back to Q15

Sol. 16.

Solution

Concept — Easement by Prescription (Section 15, Easements Act 1882): Section 15 provides that an easement is acquired by prescription when the claimant and those through whom he claims have peaceably and openly enjoyed the easement as of right and without interruption for 20 years. The key elements are: (i) 20 years of enjoyment, (ii) open enjoyment, (iii) peaceful enjoyment, (iv) enjoyment as of right (not by permission), and (v) without interruption. After 20 years, the easement becomes absolute.

Analysis: The villagers of Village Rampur openly and peaceably drew water from Ramesh's well as of right and without interruption for over 22 years – well in excess of the 20-year prescription period. They have satisfied all the conditions under Section 15 and are entitled to claim the easement by prescription. The absence of a formal deed does not defeat their claim.

Why other options are wrong:

- Option (B): Incorrect – enjoyment with the express permission of the servient owner negates prescription since it is not then "as of right"; and the statutory period is 20 years, not 30.
- Option (C): Incorrect – Section 15 is not limited to easements of way and light; all easements, including the right to draw water, can be acquired by prescription.
- Option (D): Incorrect – the prescriptive period for easements under the Easements Act, 1882 is 20 years, not 12 years; the Limitation Act, 1963 governs suits, not easement acquisition.

Final Answer: 20 years of open, peaceable, uninterrupted enjoyment as of right establishes a prescriptive easement under Section 15 $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q16

Sol. 17.

Solution

Concept — Extinction by Unity of Ownership (Section 41, Easements Act 1882): Section 41 of the Easements Act provides that an easement is extinguished when the dominant and servient tenements vest in the same person for the same estate and in the same right. Once extinguished in this manner, the easement does not automatically revive upon a subsequent severance or re-transfer of one of the tenements; a new easement must be independently created.

Analysis: When Nandini purchased Plot B (the servient tenement), both Plot A (the dominant tenement) and Plot B vested in her in the same right (absolute ownership). This unity of ownership extinguished the right of way by operation of Section 41. When she subsequently sold Plot A to Deepak, the extinguished easement did not automatically revive. Deepak cannot claim the pre-existing easement; he would need a fresh grant.

Why other options are wrong:

- Option (A): Incorrect – no formal deed of release is required for extinction by unity of ownership; the merger of tenements itself extinguishes the easement by operation of law.
- Option (C): Incorrect – once an easement is extinguished by unity of ownership, it does not automatically revive on re-severance; revival requires a new and independent creation of the easement.
- Option (D): Incorrect – there is no requirement of a government notification; private acquisition of the servient tenement by the dominant owner is sufficient to extinguish the easement.

Final Answer: Unity of ownership extinguishes the easement by operation of law; subsequent severance does not automatically revive it $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q17

Sol. 18.

Solution

Concept — Fraudulent Transfer (Section 53, TPA 1882): Section 53 renders voidable (not void ab initio) every transfer of immovable property made with the intent to defeat or delay the rights of the transferor's creditors. The right to avoid the transfer is given to any creditor so affected. A bona fide transferee for consideration who had no notice of the fraudulent intent is protected and takes good title. The section requires proof of fraudulent intent; no irrebuttable presumption is created merely from family relationship or inadequacy of consideration.

Analysis: Raghavendra's transfer of his only property to his minor son for a nominal consideration of Rs. 1,000, at a time when he faced heavy debts and pending suits, is strong evidence of intent to defeat creditors. The creditors are entitled to have the transfer set aside as voidable under Section 53. However, the transfer is voidable, not void; a court order is required.

Why other options are wrong:

- Option (A): Incorrect – Section 53 does not create an irrebuttable presumption of fraud from family relationship; fraudulent intent must be established from the circumstances.
- Option (B): Incorrect – the focus of Section 53 is the transferor's intent, not the transferee's actual notice; nominal consideration and timing are relevant to proving intent.
- Option (D): Incorrect – a fraudulent transfer is voidable at the option of the creditors, not void ab initio; it requires a judicial decree to be set aside.

Final Answer: A transfer intended to defeat creditors is voidable at their option; a bona fide purchaser for value without notice is protected $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q18

Sol. 19.

Solution

Concept — Feeding the Grant (Section 43, TPA 1882): Section 43 provides that where a person fraudulently or erroneously represents that he is authorised to transfer certain immovable property and purports to transfer it for consideration, the transferee is entitled, at his or her option, to require the transferor to make good the transfer if the transferor subsequently acquires any interest in the property. This principle is known as the doctrine of feeding the grant or estoppel by representation. It protects transferees for consideration against the transferor's subsequent repudiation.

Analysis: Krishnadas fraudulently represented himself as the absolute owner of the shop and transferred it to Sumedha for full market consideration. He later inherited the shop from his father. Under Section 43, Sumedha may, at her option, require Krishnadas's estate (including his legal heirs) to make good the transfer. The heirs cannot defeat Sumedha's right by relying on the defect of title existing at the date of the original transfer.

Why other options are wrong:

- Option (A): Incorrect – Section 43 is a statutory exception to the general rule that no one can transfer a better title than he has; it specifically protects the transferee in such circumstances.
- Option (B): Incorrect – no express re-conveyance promise is needed; Section 43 creates a statutory right in favour of the transferee automatically

upon the transferor's subsequent acquisition.

- Option (C): Incorrect – Section 43 applies to transfers for consideration; Sumedha paid full market consideration and is precisely the type of transferee the section is designed to protect.

Final Answer: Where a transferor erroneously or fraudulently represents title and later acquires it, the transferee may enforce the transfer under the doctrine of feeding the grant (Section 43) $\Rightarrow \boxed{D}$

Answer: (D) Go Back to Q19

Sol. 20.

Solution

Concept — Effect of Non-Registration (Section 49, Registration Act 1908): Section 49 of the Registration Act, 1908 provides that a document required by law to be registered, if not registered, shall not affect any immovable property comprised therein, nor be received as evidence of any transaction affecting such property, nor be acted upon by any registering officer. The sole exception is that such a document may be received as evidence of a contract in a suit for specific performance or as evidence of part performance under Section 53A of the TPA.

Analysis: Ravi's sale deed was a compulsorily registrable document (a sale of immovable property for consideration exceeding Rs. 100). Having not been registered, it cannot affect the agricultural field and cannot be received in evidence of the sale. Sohan, who obtained a registered sale deed, holds superior title. Ravi's only legal recourse is a suit for specific performance, where the unregistered deed can be used as evidence of the contract.

Why other options are wrong:

- Option (B): Incorrect – Section 49 goes beyond mere inadmissibility in certain courts; an unregistered compulsorily registrable document is entirely ineffective to affect the immovable property.
- Option (C): Incorrect – the Registration Act does not recognise an exception based on actual notice to a third party; non-registration is fatal to the document's capacity to affect property rights against all persons.
- Option (D): Incorrect – non-registration does not make the transaction merely voidable; the statutory consequence under Section 49 is that the document is incapable of affecting property rights.

Final Answer: An unregistered compulsorily registrable document cannot affect property or be received in evidence, except as proof of a contract in a suit for specific performance $\Rightarrow$ $\boxed{\text{A}}$

Answer: (A) **Go Back to Q20**

Answer Key

Q	Ans	Q	Ans	Q	Ans	Q	Ans	Q	Ans
1	B	2	C	3	D	4	A	5	B
6	C	7	D	8	A	9	B	10	C
11	D	12	A	13	B	14	C	15	D
16	A	17	B	18	C	19	D	20	A