CLAT PG Property Law

Sample Paper – 3

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. Raghunath, an elderly landlord, executed a trust deed settling his ancestral agricultural estate on trustees. He directed them to accumulate all rental income from the estate for a period of forty years and distribute the entire accumulated corpus to his descendants thereafter. The trust deed contained no other provision regarding the income during the accumulation period.*Which of the following most accurately states the legal effect of Raghunath's direction to accumulate income under the Transfer of Property Act, 1882?*

(A) The entire trust deed is void, since a direction to accumulate income for any period is impermissible under the Act.

(B) The trustees may lawfully accumulate income for forty years as directed, since the settlor's intention governs the administration of the trust.

(C) The direction to accumulate income beyond the permissible period under Section 17 is void, and the income must be distributed as if no such direction had been made.

(D) The trust deed requires compulsory registration under the Registration Act, 1908, failing which it is wholly unenforceable.

Q2. Sukhdev transferred his urban flat to Nirmala by a registered sale deed, with a condition subsequent that if Nirmala failed to obtain an LLB degree within five years of the date of transfer, the property would revert to Sukhdev's heirs. Nirmala took possession of the flat but did not complete her LLB within the stipulated period.*What is the legal effect of non-fulfillment of the condition subsequent under the Transfer of Property Act, 1882?*

(A) The transfer is void ab initio since a condition subsequent cannot be validly attached to an absolute transfer of immovable property.

(B) The transfer becomes voidable at Nirmala's option upon expiry of the five-year period.

(C) The condition is void as being in restraint of enjoyment, and Nirmala retains absolute title regardless of her failure to obtain the degree.

(D) The condition subsequent takes effect on non-fulfillment, and Sukhdev's heirs are entitled to claim reversion of the flat.

Q3. Govind transferred his riverside bungalow "to my nephews Ratan and Shivaji, and to any further nephew of mine born within five years of this deed, provided each of them attains the age of twenty-five years." At the date of transfer, Ratan and Shivaji were adults. A third nephew, Pramod, was born two years after the transfer; Govind had no further nephews. Pramod's interest, if any, would vest beyond the permissible period for the rule against perpetuity.*What is the correct legal position regarding the transfer under Section 13 of the Transfer of Property Act, 1882?*

(A) Pramod's interest alone is void; Ratan and Shivaji take their respective shares unaffected by the failure of Pramod's interest.

(B) The entire transfer fails because one member of the class has an interest that violates the rule against perpetuity.

(C) Pramod's interest is valid because the transfer was made to a class that included persons living at the date of the deed.

(D) All three nephews take equal shares because the condition of attaining twenty-five years is severable from the perpetuity-related issue.

Q4. Balachandran borrowed Rs. 10,00,000 from a moneylender, Venkatram, and transferred possession of his warehouse as security. The agreement stipulated that Venkatram would collect rent from the warehouse's subtenants and appropriate it first towards interest and then towards principal. The agreement further provided that Balachandran could redeem the warehouse only after ten years, and that Venkatram had no right to foreclose.*Which type of mortgage best describes this transaction under the Transfer of Property Act, 1882?*

(A) Simple mortgage, because the mortgagor's personal liability to repay the debt is the primary obligation.

(B) Anomalous mortgage, because the transaction combines features that do not correspond to any single standard mortgage type defined under the Act.

(C) Usufructuary mortgage, because possession is transferred and the income from the property is applied towards the debt.

(D) English mortgage, because a fixed date for redemption is specified in the agreement.

Q5. Tarachand mortgaged his printing press to Fulchand Bank as security for a loan of Rs. 50,00,000. Devidas, a subsequent purchaser of the printing press, paid off the entire outstanding mortgage to Fulchand Bank in order to protect his interest in the property. Devidas now seeks to enforce the mortgage security against Tarachand to recover the sum paid.*What right, if any, does Devidas acquire upon redeeming the mortgage under Section 92 of the Transfer of Property Act, 1882?*

(A) Devidas acquires no mortgage rights, since he was not a party to the original mortgage deed between Tarachand and Fulchand Bank.

(B) Devidas can claim only simple interest on the amount he paid, without any right to enforce the mortgage security.

(C) Devidas is subrogated to all the rights of Fulchand Bank as mortgagee and may enforce the mortgage security against Tarachand as if he were the original mortgagee.

(D) Devidas can recover the amount he paid only by filing a fresh suit for money, and not by enforcement of the existing mortgage.

Q6. Premkumar mortgaged his factory first to Axis Finance for Rs. 20 lakhs and then, without disclosing the first mortgage, to Bharat Lenders for Rs. 15 lakhs. Bharat Lenders had actual notice of the prior mortgage to Axis Finance at the time it advanced the second loan. Bharat Lenders subsequently purchased the first mortgage from Axis Finance and sought to tack both mortgages so as to claim priority over Crest Capital, a third mortgagee.*Can Bharat Lenders successfully invoke the doctrine of tacking to defeat Crest Capital's priority?*

(A) Yes, because Bharat Lenders now holds both the first and second mortgages, and consolidation of securities is always permissible under the Act.

(B) Yes, because the right to tack is an absolute entitlement of any mortgagee who acquires multiple securities over the same property.

(C) Yes, provided Bharat Lenders first pays off the entire debt owed to Crest Capital.

(D) No, because Bharat Lenders had actual notice of the prior mortgage at the time it took the second mortgage, and such notice disentitles it from tacking.

Q7. Jayalakshmi executed a usufructuary mortgage over her paddy fields in favour of Mangalore Co-operative Bank to secure a loan. Jayalakshmi defaulted on repayment. The Bank instituted a suit for foreclosure, seeking to bar Jayalakshmi's right of redemption absolutely. Jayalakshmi contended that the nature of the mortgage she had created did not entitle the Bank to seek foreclosure.*Is Mangalore Co-operative Bank entitled to a decree for foreclosure under Section 67 of the Transfer of Property Act, 1882?*

(A) No, because the right of foreclosure is not available to a usufructuary mortgagee; the Bank's appropriate remedy is to institute a suit for sale.

(B) Yes, because any mortgagee whose debt is in default is entitled to sue for foreclosure under Section 67.

(C) Yes, because a co-operative bank possesses special statutory powers that override the restrictions contained in Section 67.

(D) No, but only because the Bank failed to send a statutory notice of demand before instituting the suit.

Q8. Vikramaditya leased a heritage haveli from Chandrakanta for five years to operate as a boutique hotel. After taking possession, Vikramaditya discovered that the haveli's basement suffered from severe water seepage, a defect not apparent on reasonable inspection but known to Chandrakanta, who had deliberately concealed it. Vikramaditya spent Rs. 3,00,000 on waterproofing the basement.*What remedy does Vikramaditya have against Chandrakanta under Section 108 of the Transfer of Property Act, 1882 for failure to disclose the latent defect?*

(A) Vikramaditya may only terminate the lease and sue for damages; he cannot recover the cost of repairs separately.

(B) Vikramaditya may deduct the cost of necessary repairs from future rent or recover it directly from Chandrakanta, since the lessor is bound to disclose material latent defects known to him.

(C) Vikramaditya has no remedy because he had the opportunity to inspect the property before executing the lease.

(D) Vikramaditya's sole remedy is to file a criminal complaint for fraudulent misrepresentation against Chandrakanta.

Q9. Arvind took a ten-year lease of a three-storey commercial building from Sudha for use as a retail showroom. During the tenancy, Arvind demolished an internal load-bearing wall to create a larger showroom floor. The demolition weakened the building's structural integrity and caused partial collapse of the upper floors. Sudha filed a suit on the ground that Arvind had committed waste.*Which of the following correctly states the position of a lessee who commits waste under the Transfer of Property Act, 1882?*

(A) A lessee is liable for waste only if the lease deed contains an express covenant prohibiting waste.

(B) A lessee in commercial occupation may make any structural alteration he deems necessary for business purposes without incurring liability.

(C) A lessee who commits waste is liable to the lessor for the resulting damage, and the lessor may seek an injunction to restrain further waste.

(D) Any act of waste by a lessee automatically and immediately terminates the lease without any further act or notice by the lessor.

Q10. Ramadevi executed and registered a gift deed transferring her beach house to her niece Kavitha. Before Kavitha formally accepted the gift, Ramadevi passed away. Following Ramadevi's death, Kavitha sought to enforce the gift deed and claim the beach house as her own.*What is the legal position regarding the validity of the gift under the Transfer of Property Act, 1882?*

(A) The gift is valid because it was duly registered before Ramadevi's death and registration alone completes the transfer.

(B) The gift is valid because Kavitha is a blood relative, and the law presumes acceptance in favour of family members.

(C) The gift is valid since registration of the deed is sufficient to constitute a complete transfer, independent of acceptance.

(D) The gift is void because Section 122 of the Transfer of Property Act, 1882 mandates that acceptance must be made during the donor's lifetime, which did not occur here.

Q11. Harishchandra, facing a serious cardiac surgery, orally told his close friend Mahendra: "If I do not survive this operation, all the gold jewellery kept in my bank locker shall be yours." Harishchandra survived the surgery and subsequently refused to hand over the jewellery. Mahendra claimed that a valid gift causa mortis had been created in his favour and sought to enforce it.*Is Mahendra's claim of a gift causa mortis enforceable under the Transfer of Property Act, 1882?*

(A) No, because the Transfer of Property Act, 1882 does not recognise the doctrine of gift causa mortis; all gifts of movable property must satisfy Section 123 by actual delivery, and a mere oral declaration is insufficient.

(B) Yes, because a gift made in contemplation of death is always valid and fully enforceable under Indian law.

(C) Yes, provided Mahendra can establish the donor's intention by producing at least two independent witnesses to the oral declaration.

(D) No, solely because Harishchandra survived; had he died during or after the operation, the oral gift would have been legally enforceable.

Q12. Laxmibai and Keshav executed a registered deed of exchange under which Laxmibai transferred her house to Keshav, and Keshav transferred his agricultural land plus a money consideration of Rs. 5,00,000 to Laxmibai. Keshav delivered possession of the agricultural land but refused to pay the Rs. 5,00,000. Laxmibai filed a suit for specific performance of the money obligation.*Which of the following correctly states the legal position regarding Laxmibai's suit under the Transfer of Property Act, 1882?*

(A) Laxmibai is entitled to specific performance of the money payment because it forms an integral part of the exchange consideration.

(B) Laxmibai cannot obtain specific performance of the money payment; her remedies are to rescind the exchange or to claim damages for Keshav's breach.

(C) Exchange and sale are legally identical transactions; Laxmibai therefore has the same rights to specific performance as a vendor in a sale of property for money.

(D) The presence of a money component converts this transaction into a sale, entitling Laxmibai to sue for specific performance of the money payment as in a sale contract.

Q13. Purushottam was owed Rs. 8,00,000 by Dinkar, evidenced by a promissory note. Purushottam assigned this actionable claim to Savitri by a written instrument. However, notice of the assignment was never communicated to Dinkar. Acting in good faith and without any knowledge of the assignment, Dinkar subsequently paid the full amount of Rs. 8,00,000 to Purushottam. Savitri now seeks to recover the same sum from Dinkar.*What is the effect of absence of notice of the assignment to Dinkar under the Transfer of Property Act, 1882?*

(A) Savitri's claim against Dinkar is void because an actionable claim cannot be validly assigned without the prior written consent of the debtor.

(B) Savitri can recover from Dinkar regardless of the absence of notice, since the assignment itself is valid and notice is a mere formality.

(C) Dinkar's payment to Purushottam made in good faith before receiving notice of the assignment constitutes a valid discharge; Savitri's remedy lies only against Purushottam.

(D) Savitri must first obtain a court order substituting her name as creditor before she can make any claim against Dinkar.

Q14. Dhanpat owned two adjoining plots, Plot X and Plot Y. He regularly used a pathway across Plot Y to access Plot X. Dhanpat sold Plot X to Sumitra by a registered deed that made no express mention of the pathway. After the sale, Sumitra continued to use the pathway across Plot Y, claiming an implied right to do so. Dhanpat objected, and Sumitra claimed an implied grant of an easement to use the pathway.*Which legal concept best supports Sumitra's claim to use the pathway across Plot Y?*

(A) Prescriptive easement, because Sumitra's use of the pathway for twenty years would establish a right by prescription under the Easements Act.

(B) Express easement, because the use of the pathway is a natural and implied incident of the registered transfer of Plot X.

(C) Easement of necessity, because Plot X cannot be used for any purpose whatsoever without access through Plot Y.

(D) Quasi-easement: a right enjoyed by a common owner over one of his properties for the benefit of the other, which may be impliedly granted as an easement upon severance under the Indian Easements Act, 1882.

Q15. Vasundhra's house had large windows opening towards a vacant plot owned by Srinivas. For twenty-two uninterrupted years, Vasundhra's house had enjoyed natural light and air through these windows without any obstruction. Srinivas then commenced construction of a tall boundary wall that would substantially obstruct this light and air. Vasundhra filed a suit claiming a prescriptive easement of light and air.*Under the Indian Easements Act, 1882, has Vasundhra acquired a prescriptive easement of light and air?*

(A) Yes, because Vasundhra has peaceably and openly enjoyed access to light and air as of right without interruption for more than twenty years, thereby acquiring a prescriptive easement under Section 15 of the Indian Easements Act, 1882.

(B) No, because light and air flowing naturally over land cannot be the subject-matter of a legal easement under Indian law.

(C) No, because the owner of any plot retains an unqualified right to obstruct access to light and air of a neighbouring building at any time.

(D) Yes, but only if Vasundhra produces documentary evidence of her uninterrupted enjoyment of light and air for the requisite twenty-year period.

Q16. Mahavir granted Sohan written permission to erect a temporary stall on Mahavir's plot for three months during an annual festival. Sohan erected the stall and invested Rs. 1,50,000 in its infrastructure. Midway through the festival period, Mahavir revoked the permission and directed Sohan to dismantle the stall. Sohan argued that the written permission, having been acted upon, constituted an easement and was therefore irrevocable.*Is Sohan correct in claiming that the permission amounts to an irrevocable easement under the Indian Easements Act, 1882?*

(A) Yes, because any written permission to use another's land that is subsequently acted upon by the grantee automatically becomes an irrevocable easement.

(B) No, the permission granted to Sohan is a licence, which is revocable subject to liability for compensation for premature revocation; it does not amount to an easement since it attaches to no dominant tenement and is personal to Sohan.

(C) Yes, because part performance of a licence converts it into an easement under Section 53A of the Transfer of Property Act, 1882.

(D) No, because the creation of an easement requires a deed registered with the Sub-Registrar, and no such registered deed was executed here.

Q17. Krishnaswamy settled his tea estate on Sundar for life, and after Sundar's death on Sundar's unborn child (who was in the womb at the date of settlement) absolutely. Sundar subsequently died, and his child was born alive. Sundar's nephew challenged the gift to the unborn child on the ground that it violated the rule against perpetuity.*Under Section 14 of the Transfer of Property Act, 1882, is the transfer to Sundar's unborn child valid?*

(A) Yes, because the rule against perpetuity has no application whatsoever to a family settlement or a settlement on a life tenant and his issue.

(B) No, because the rule against perpetuity categorically prohibits any transfer in favour of a person not yet born at the date of the instrument.

(C) Yes, because the transfer vests absolutely in the unborn child at birth: the prior life interest to Sundar satisfies Section 13, and the ultimate interest vests not later than during the lifetime of that unborn person, as required by Section 14 of the Transfer of Property Act, 1882.

(D) No, because Sundar's life estate and the subsequent gift to the unborn child together create an interest that extends beyond any permissible perpetuity period.

Q18. Namdeo, who had no title to a plot of land, fraudulently represented to Geeta that he was the absolute owner and executed a registered sale deed transferring the plot to her for valuable consideration. Geeta paid the full market price in good faith. Five years later, Namdeo legitimately acquired title to the same plot by purchasing it from the true owner. Geeta claimed that title had automatically vested in her upon Namdeo's subsequent acquisition.*Does Geeta's claim find support under Section 43 of the Transfer of Property Act, 1882?*

(A) No, because a transfer by a person without title is void ab initio and cannot be cured by any subsequent acquisition of title.

(B) No, because Section 43 applies only where the transferor acted in good faith, and Namdeo's misrepresentation of ownership was deliberate and fraudulent.

(C) No, because the principle of caveat emptor requires a purchaser to independently verify the vendor's title before completing the transaction.

(D) Yes, under the doctrine of feeding the grant by estoppel: when Namdeo subsequently acquires title, that title feeds the prior transfer, and Geeta's title is thereby perfected, provided she gave valuable consideration and acted in good faith.

Q19. Chintamani executed a sale deed for his ancestral house on 1st March 2024. Due to a protracted family dispute, the deed could not be presented for registration immediately. The deed was eventually presented to the Sub-Registrar on 5th July 2024, more than four months after the date of execution. The Sub-Registrar refused to register the document, stating that the time limit had expired.*What is the prescribed time limit for presenting a document for registration under Section 23 of the Registration Act, 1908, and was the Sub-Registrar's refusal correct?*

(A) A document must be presented for registration within four months from the date of its execution; the Sub-Registrar's refusal was correct, as the prescribed period had expired before presentation.

(B) A document must be presented within three months; the Sub-Registrar's refusal was incorrect since the four-month period had not yet elapsed.

(C) A document must be presented within six months; the Sub-Registrar's refusal was incorrect since the six-month period had not expired.

(D) There is no statutory time limit for presenting documents for registration under the Registration Act, 1908; the Sub-Registrar's refusal was therefore wrongful.

Q20. Rajiv and Sushma executed a lease deed for eleven months for a commercial shop at a monthly rent of Rs. 25,000. The deed was not registered. When a dispute arose, Rajiv denied the existence of the lease. Sushma sought to produce the unregistered deed as evidence of the tenancy before a civil court.*Under the Registration Act, 1908 read with the Transfer of Property Act, 1882, what is the effect of non-registration of the eleven-month commercial lease deed?*

(A) The lease deed is void and entirely unenforceable since any commercial lease, regardless of its duration, must be compulsorily registered.

(B) The eleven-month lease is not compulsorily registrable; the unregistered deed is admissible in evidence and fully enforceable as between Rajiv and Sushma.

(C) An unregistered lease deed can serve only as corroborative evidence and cannot be used as primary proof of the terms of tenancy.

(D) The lease deed must be registered to create a valid tenancy over commercial property, irrespective of the duration of the lease.

SECTION B – Detailed Solutions

Sol. 1.

Solution

Concept — Accumulation Clause (Section 17, Transfer of Property Act, 1882): Section 17 of the TPA restricts a direction to accumulate income from property. Such a direction is permissible only for: (i) the life of the grantor, or (ii) a period of eighteen years from the date of the instrument. Any direction to accumulate income beyond these permitted periods is void to that extent, and the income must be distributed as if no such direction had been given. The remainder of the instrument is not affected.

Analysis: Raghunath's direction to accumulate rental income for forty years vastly exceeds the eighteen-year maximum permitted by Section 17. The direction to accumulate is therefore void to the extent it exceeds the permissible period. The trust deed itself does not become wholly void; only the impermissible direction is struck down. The income must be distributed as if no direction to accumulate had been made.

Why other options are wrong:

- Option (A): The entire trust deed is not void; Section 17 renders only the impermissible accumulation direction void, leaving the rest of the deed operative.
- Option (B): The trustees cannot accumulate for forty years; Section 17 limits accumulation to the grantor's lifetime or eighteen years, whichever applies.
- Option (D): Registration of the trust deed is a separate question and is not relevant to the legal effect of the accumulation clause under Section 17.

Final Answer: The direction to accumulate beyond the permissible period is void under Section 17; income must be distributed as if no such direction had been made. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q1

Sol. 2.

Solution

Concept — Condition Subsequent (Transfer of Property Act, 1882): A condition subsequent is one that, upon its occurrence (or non-fulfillment within a stipulated time), defeats or divests a vested interest. The transfer vests immediately in the transferee on execution of the deed. If the condition subsequent is valid (i.e., not a condition in absolute restraint of alienation under Section 10 or an impossible or unlawful condition), non-fulfillment activates the reverter clause in favour of the transferor or his heirs.

Analysis: The transfer of the flat to Nirmala vested immediately on the execution of the registered deed. The condition that she obtain an LLB degree within five years is a valid condition subsequent — it does not impose an absolute restraint on alienation, and obtaining a professional degree is neither an impossible nor an unlawful condition. Upon Nirmala's failure to fulfil it within five years, the condition subsequent activates, and Sukhdev's heirs are entitled to claim reversion of the flat.

Why other options are wrong:

- Option (A): The transfer is not void ab initio; conditions subsequent are legally recognised and the transfer vests subject to being defeated.
- Option (B): The condition operates in favour of Sukhdev's heirs, not in Nirmala's favour; she has no right to make the transfer voidable at her own option.
- Option (C): The condition is not a restraint on alienation within the meaning of Section 10; it is a performance-based condition and is valid.

Final Answer: The condition subsequent operates on non-fulfillment, entitling Sukhdev's heirs to claim reversion of the flat. $\Rightarrow$ $\boxed{\text{D}}$

Answer: (D) Go Back to Q2

Sol. 3.

Solution

Concept — Transfer to a Class: Severability of Void Interests (Section 13, Transfer of Property Act, 1882): Where a transfer is made to a class of persons and the interest of one or more members of that class would violate the rule against perpetuity, the transfer to those specific members is void while the interests of the other members, whose interests are valid, remain unaffected. This severability principle prevents the failure of one member's interest from defeating the entire class gift.

Analysis: Ratan and Shivaji are living adults at the date of transfer. Their interests vest when they each attain twenty-five — an event that would occur well within any permissible period, with no perpetuity problem. Pramod, born two years after the transfer, would need to attain twenty-five, meaning his interest would vest approximately twenty-three years after the date of the deed. This exceeds the permissible limit, making Pramod's interest void. Under the class-gift severability rule, Pramod's void interest does not taint the valid interests of Ratan and Shivaji.

Why other options are wrong:

- Option (B): The entire transfer does not fail; only the interest of the member whose share violates the rule is void; the rest of the class takes their shares.
- Option (C): Being part of a class that includes living persons does not automatically validate Pramod's independently void interest.
- Option (D): The condition of attaining age twenty-five is not the source of the perpetuity problem; Pramod's not being alive at the date of the deed is what creates the issue.

Final Answer: Pramod's interest alone is void; Ratan and Shivaji take their respective shares unaffected. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q3

Sol. 4.

Solution

Concept — Anomalous Mortgage (Section 58(g), Transfer of Property Act, 1882): The TPA defines six types of mortgages: simple, mortgage by conditional sale, usufructuary, English, equitable (deposit of title deeds), and anomalous. Section 58(g) defines an anomalous mortgage as one that is not any of the preceding five types. An anomalous mortgage typically combines elements of two or more standard types, creating a sui generis arrangement.

Analysis: The transaction involves transfer of possession (a feature of usufructuary mortgage) and income appropriation towards debt (also a usufructuary feature). However, the agreement additionally imposes a ten-year lock-in on redemption and expressly excludes any right of foreclosure. A pure usufructuary mortgage (Section 58(d)) does not carry these additional non-standard stipulations in combination. This mixed arrangement, departing from any single defined type, qualifies as an anomalous mortgage under Section 58(g).

Why other options are wrong:

- Option (A): Simple mortgage requires no transfer of possession; here possession was transferred, which is inconsistent with simple mortgage.
- Option (C): A pure usufructuary mortgage does not include a ten-year lock-in on redemption coupled with an exclusion of foreclosure, as used here.
- Option (D): English mortgage requires the mortgagor to bind himself absolutely to repay and provides for retransfer on payment; those defining features are absent.

Final Answer: The transaction is an anomalous mortgage under Section 58(g), combining non-standard features. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q4

Sol. 5.

Solution

Concept — Subrogation (Section 92, Transfer of Property Act, 1882): Section 92 provides that any person (other than the mortgagee of the interest that is being redeemed) who has an interest in, or a charge upon, mortgaged property, or who is surety for the payment of the mortgage debt, and who redeems the mortgage, is subrogated to all the rights of the mortgagee whose mortgage he redeems. He may enforce the mortgage security as if he were the original mortgagee.

Analysis: Devidas, as a subsequent purchaser of the mortgaged printing press, had an interest in the mortgaged property. By paying off the full amount to Fulchand Bank, he redeemed the mortgage. Section 92 entitles him to step into Fulchand Bank's shoes as mortgagee and enforce the mortgage security against Tarachand to recover the sum paid. His not being a party to the original deed is irrelevant — Section 92 expressly contemplates third-party redemption.

Why other options are wrong:

- Option (A): Section 92 extends the right of subrogation to persons who are not parties to the original mortgage deed; third-party redeemers are specifically covered.
- Option (B): Subrogation under Section 92 confers all the mortgagee's rights including enforcement of security, not merely a claim for interest.

- Option (D): Devidas is not restricted to a fresh money suit; subrogation allows him to enforce the existing mortgage security, which provides stronger protection.

Final Answer: Devidas is subrogated to all Fulchand Bank's rights as mortgagee under Section 92 and may enforce the mortgage security. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q5

Sol. 6.

Solution

Concept — Doctrine of Tacking (Transfer of Property Act, 1882): Tacking allows a mortgagee holding more than one mortgage over the same property to consolidate them and, in certain circumstances, claim priority. However, the doctrine of tacking is not available to a mortgagee who had notice of a prior incumbrance at the time of advancing the intermediate loan. Knowledge of the prior charge at the time of the second advance is a decisive bar to tacking.

Analysis: Bharat Lenders had actual notice of Axis Finance's first mortgage when it advanced the second loan. This prior notice at the time of the second advance disentitles Bharat Lenders from invoking tacking. Even though Bharat Lenders later acquired the first mortgage from Axis Finance, the notice-bar that arose at the time of the second advance cannot be cured by the subsequent purchase of the first mortgage. Tacking is therefore not available to defeat Crest Capital's priority.

Why other options are wrong:

- Option (A): Mere possession of multiple mortgages over the same property does not automatically entitle a mortgagee to tack; the absence of notice at the time of the intermediate advance is an essential precondition.
- Option (B): The right to tack is not absolute; notice of a prior incumbrance at the time of the second advance is a recognised bar to the doctrine.
- Option (C): Paying off Crest Capital does not cure the notice-based disqualification; the bar operates irrespective of subsequent payments.

Final Answer: Bharat Lenders cannot tack because it had actual notice of the prior mortgage at the time it advanced the second loan. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q6

Sol. 7.

Solution

Concept — Right of Foreclosure (Section 67, Transfer of Property Act, 1882): Section 67 confers the right to sue for foreclosure on specific categories of mortgagees. Mortgagees under a simple mortgage, mortgage by conditional sale, and English mortgage may sue for foreclosure. A usufructuary mortgagee is expressly excluded from this right under the proviso to Section 67. The usufructuary mortgagee's remedy on default is either to sue for sale or to retain possession and receive income until the debt is discharged.

Analysis: The mortgage in favour of Mangalore Co-operative Bank is a usufructuary mortgage. Under Section 67, a usufructuary mortgagee is not entitled to sue for foreclosure. Jayalakshmi's defence is therefore legally sound, and the suit for foreclosure is not maintainable. The Bank must instead resort to a suit for sale if it wishes to realise its security through court proceedings.

Why other options are wrong:

- Option (B): Not every mortgagee on default can sue for foreclosure; Section 67 limits this right to specific mortgage types and expressly excludes the usufructuary mortgagee.
- Option (C): No special statutory power of a co-operative bank overrides the express provisions of Section 67 of the TPA.
- Option (D): The absence of a demand notice may be a procedural issue, but the primary and substantive bar here is the nature of the mortgage, not the procedural lapse.

Final Answer: A usufructuary mortgagee has no right of foreclosure under Section 67; the Bank's remedy is a suit for sale. $\Rightarrow \boxed{A}$

Answer: (A) Go Back to Q7

Sol. 8.

Solution

Concept — Lessor's Duty to Disclose Latent Defects (Section 108(b), Transfer of Property Act, 1882): Section 108(b) imposes a statutory duty on the lessor to disclose any material defect in the property that is within the lessor's knowledge and is not likely to be discovered by the lessee on reasonable inspection. Where the lessor fails to disclose such a defect, the lessee may repair it and deduct the reasonable cost of repair from the rent payable, or may recover such cost directly from the lessor.

Analysis: The seepage in the haveli's basement was a latent defect — not apparent on reasonable inspection but known to Chandrakanta, who concealed it. Chandrakanta's failure to disclose the defect is a breach of his statutory duty under Section 108(b). Vikramaditya is accordingly entitled to recover the Rs. 3,00,000 waterproofing expenditure by deducting it from future rent or by direct recovery from Chandrakanta.

Why other options are wrong:

- Option (A): Section 108(b) specifically permits recovery of repair costs; termination and damages are not the only available remedies.
- Option (C): The duty under Section 108(b) specifically extends to defects known to the lessor that are not discoverable on reasonable inspection; Vikramaditya's inspection duty does not relieve Chandrakanta of his disclosure obligation.
- Option (D): Filing a criminal complaint is not the prescribed civil remedy; Section 108(b) provides a direct civil remedy of cost recovery or deduction from rent.

Final Answer: Vikramaditya may deduct repair costs from rent or recover them from Chandrakanta under Section 108(b) for non-disclosure of the latent defect. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q8

Sol. 9.

Solution

Concept — Waste by Lessee (Transfer of Property Act, 1882): Under the TPA and the common law principles it incorporates, a lessee is obligated to use the demised property in a "tenant-like manner" and must not commit waste. Waste is any act or omission by the lessee that permanently damages the property or substantially reduces its value. A lessee who commits waste is liable to the lessor in damages, and the lessor may additionally seek an injunction from the court to restrain further acts of waste.

Analysis: Arvind's demolition of a load-bearing wall, causing partial structural collapse, is a paradigmatic instance of waste — it permanently damaged the building and substantially reduced its value. Arvind is therefore liable to Sudha for the damage caused. Sudha may also seek an injunction from the court to prevent Arvind from committing further acts of waste during the remaining term of the lease.

Why other options are wrong:

- Option (A): The obligation not to commit waste under the TPA is statutory and implied in every lease; an express covenant is not necessary.
- Option (B): Commercial occupation does not confer a right to make structural alterations that cause permanent damage; such alterations constitute waste regardless of the commercial purpose.
- Option (D): The TPA does not provide for automatic termination of a lease upon commission of waste; the lessor must take steps to enforce the legal consequences.

Final Answer: A lessee who commits waste is liable to the lessor for damage, and the lessor may seek an injunction to restrain further waste. $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q9

Sol. 10.

Solution

Concept — Acceptance of Gift During Donor's Lifetime (Section 122, Transfer of Property Act, 1882): Section 122 defines a gift as a voluntary, gratuitous transfer. For a gift of immovable property to be complete, the following conditions must all be satisfied: (i) the transfer must be voluntary and without consideration; (ii) the gift deed must be registered and attested by at least two witnesses; and (iii) the donee must accept the gift during the lifetime of the donor and while the donor is still capable of giving. Absence of acceptance during the donor's lifetime renders the gift void.

Analysis: Ramadevi executed and registered the gift deed before her death. However, Kavitha did not accept the gift during Ramadevi's lifetime. Section 122 makes such acceptance during the donor's lifetime a mandatory and non-waivable requirement. The gift therefore fails for want of timely acceptance, regardless of the fact that the deed was validly registered.

Why other options are wrong:

- Option (A): Registration, while necessary, does not alone complete a gift; acceptance by the donee during the donor's lifetime is an equally indispensable requirement under Section 122.

- Option (B): The TPA does not create any presumption of acceptance in favour of blood relatives; actual acceptance during the donor's lifetime is required.
- Option (C): Registration is a necessary but not sufficient condition for a valid gift; the acceptance requirement is independent and equally mandatory.

Final Answer: The gift is void as Kavitha did not accept it during Ramadevi's lifetime, as mandated by Section 122 of the TPA. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q10

Sol. 11.

Solution

Concept — Gift Causa Mortis and Indian Law (Transfer of Property Act, 1882): Donatio mortis causa (gift causa mortis) is a concept from English common law and Roman law under which a person, apprehending imminent death, makes a conditional gift of personal property that takes effect only upon the donor's subsequent death. The Transfer of Property Act, 1882 does not recognise this doctrine. All gifts in India must comply with Sections 122–123 of the TPA: gifts of movable property require delivery; gifts of immovable property require a registered and attested deed.

Analysis: Harishchandra's oral declaration was not a valid gift under Section 123 of the TPA, which requires delivery of movable property for a valid gift. The TPA has no provision recognising gift causa mortis, and Indian courts have consistently held that such gifts are not enforceable under the Act. Additionally, Harishchandra survived, so the condition was not fulfilled. Mahendra's claim has no legal foundation under Indian law.

Why other options are wrong:

- Option (B): Indian statutory law (the TPA) does not recognise gift causa mortis; oral declarations of such gifts are not enforceable regardless of circumstances.
- Option (C): Witness testimony cannot substitute for the statutory mode of making a gift; delivery (for movables) or a registered deed (for immovables) is required.
- Option (D): Even if Harishchandra had died, the gift would remain unenforceable under the TPA since gift causa mortis is not a recognised concept and no delivery was made.

Final Answer: The TPA does not recognise gift causa mortis; Mahendra's claim is not enforceable under Indian law. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q11

Sol. 12.

Solution

Concept — Exchange vs Sale: Specific Performance of Money Component (Transfer of Property Act, 1882): Section 118 of the TPA defines exchange as a mutual transfer of ownership of one thing for the ownership of another. The presence of a money "boot" (equalisation payment) does not convert an exchange into a sale if immovable property is the primary subject of both sides. Indian courts have held that specific performance lies for the property transfer in an exchange, but not for a money payment forming part of the exchange consideration. The remedy for non-payment of the money component is damages or rescission.

Analysis: The transaction is an exchange — a house for agricultural land plus Rs. 5,00,000. Keshav's refusal to pay the money component is a breach. However, Indian law does not permit specific performance of a money payment in an exchange transaction. Laxmibai's remedies are either to rescind the exchange and reclaim her house, or to claim damages for the value of the unpaid sum.

Why other options are wrong:

- Option (A): Specific performance of a money obligation forming part of an exchange is not available under Indian law.
- Option (C): Exchange and sale are distinct transactions with different legal incidents; Laxmibai's rights as a party to an exchange differ from those of a vendor in a sale.
- Option (D): A money "boot" in an exchange does not convert the transaction into a sale; the primary subject-matter of both sides remains immovable property.

Final Answer: Laxmibai cannot obtain specific performance of the money payment; her remedies are rescission or damages. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q12

Sol. 13.

Solution

Concept — Transfer of Actionable Claim: Effect of Notice to Debtor (Sections 130–132, Transfer of Property Act, 1882): Section 130 permits the transfer of actionable claims by a written instrument. Section 131 requires notice of the transfer to be given to the debtor. Until such notice reaches the debtor, any payment made by the debtor to the original creditor (assignor) in good faith constitutes a valid discharge of the debt. The assignee cannot thereafter recover the same sum from the debtor; his remedy lies against the assignor who wrongfully received the payment after the assignment.

Analysis: Purushottam validly assigned the actionable claim to Savitri in writing, satisfying Section 130. However, notice was not given to Dinkar. Dinkar, unaware of the assignment, paid Purushottam in good faith. Under the notice rule, Dinkar's payment constitutes a valid discharge. Savitri cannot recover from Dinkar; her recourse is against Purushottam who collected the debt after assigning it away.

Why other options are wrong:

- Option (A): The consent of the debtor is not required for a valid assignment of an actionable claim; only a written instrument signed by the assignor is needed under Section 130.
- Option (B): Notice is not a mere formality; it is the operative mechanism that protects the debtor. Until notice, payments to the assignor by a good-faith debtor are binding on the assignee.
- Option (D): No court order is required before an assignee can claim from a debtor; the written instrument and notice of assignment are the operative requirements.

Final Answer: Dinkar's good-faith payment to Purushottam before notice of the assignment is a valid discharge; Savitri must claim from Purushottam. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q13

Sol. 14.

Solution

Concept — Quasi-Easement and Implied Grant on Severance (Indian Easements Act, 1882): A quasi-easement is a right exercised by the owner of two tenements over one (the quasi-servient tenement) for the benefit of the other (the quasi-dominant tenement). Since both are under common ownership, no true easement exists. However, upon severance of the tenements, the law may imply a grant of an easement in favour of the purchaser of the dominant tenement, corresponding to the quasi-easement previously enjoyed by the common owner, if such use was continuous, apparent, and necessary for the reasonable enjoyment of the dominant tenement.

Analysis: Dhanpat used the pathway across Plot Y for the benefit of Plot X while both plots were under his common ownership — a quasi-easement. Upon selling Plot X to Sumitra, the law may imply a grant of the easement of way over Plot Y in her favour, corresponding to the quasi-easement previously exercised by Dhanpat. This is the doctrine of quasi-easement or implied grant, which best explains Sumitra's claim.

Why other options are wrong:

- Option (A): Prescriptive easement requires twenty years of use as of right by the dominant owner against a separate servient owner; Sumitra has only just taken ownership.
- Option (B): The sale deed expressly makes no mention of the pathway; there is therefore no express grant of an easement.
- Option (C): Easement of necessity applies where property cannot be used at all without the right; here the claim rests on the broader principle of implied grant from prior quasi-enjoyment, not mere necessity.

Final Answer: Sumitra's claim rests on the doctrine of quasi-easement and implied grant upon severance of the tenements. $\Rightarrow \boxed{D}$

Answer: (D) Go Back to Q14

Sol. 15.

Solution

Concept — Prescriptive Easement of Light and Air (Section 15, Indian Easements Act, 1882): Section 15 of the Indian Easements Act, 1882 provides that where access to and use of light or air to and for any building have been peaceably enjoyed by the owner of that building as an easement without interruption and as of right for twenty years, the right to such access and use is absolute. Upon completion of the twenty-year period, the prescriptive easement is fully established without any further formality.

Analysis: Vasundhra's house has enjoyed unobstructed light and air for twenty-two years, exceeding the twenty-year threshold prescribed by Section 15. The enjoyment has been peaceable, open, and without interruption. Vasundhra has accordingly acquired an absolute prescriptive easement of light and air. Srinivas's construction of a wall that would substantially obstruct this easement amounts to an unlawful interference, and Vasundhra is entitled to injunctive relief.

Why other options are wrong:

- Option (B): Section 15 of the Indian Easements Act expressly recognises access to light and air as a valid subject-matter of a prescriptive easement; this option incorrectly states the law.
- Option (C): Once a prescriptive easement of light and air is acquired under Section 15, the servient owner loses the right to substantially obstruct it; the servient owner's general rights are curtailed to that extent.
- Option (D): Section 15 does not require documentary proof; open, peaceable, and uninterrupted enjoyment for twenty years, established by any admissible evidence, is sufficient.

Final Answer: Vasundhra has acquired a prescriptive easement of light and air under Section 15 by twenty-two years of uninterrupted open enjoyment. $\Rightarrow \boxed{\text{A}}$

Answer: (A) **Go Back to Q15**

Sol. 16.

Solution

Concept — Licence vs Easement (Indian Easements Act, 1882): A licence under Section 52 of the Indian Easements Act is a personal permission granted by one person to another to do something on the grantor's land that would otherwise be unlawful. Key distinctions from an easement: (i) a licence is personal to the grantee and does not run with the land; (ii) a licence requires no dominant tenement; (iii) a licence is generally revocable (though premature revocation when the licensee has acted upon it may attract liability for compensation); (iv) an easement is a right in rem, attaches to the dominant tenement, and is generally irrevocable.

Analysis: Mahavir's permission is personal to Sohan and is not linked to any dominant tenement owned by Sohan. It is therefore a licence, not an easement. The licence can be revoked, but Sohan may be entitled to compensation for the expenditure he incurred in acting upon the licence, given that it was revoked before the stipulated term expired. His claim that the permission is an irrevocable easement is legally incorrect.

Why other options are wrong:

- Option (A): Acting upon a written permission does not automatically convert it into an easement; the absence of a dominant tenement is fatal to an easement claim.
- Option (C): Section 53A of the TPA (doctrine of part performance) relates to contracts for transfer of immovable property; it has no application to the conversion of a licence into an easement.
- Option (D): While registration may be a formality for creating certain easements, the primary reason this is not an easement is the absence of a dominant tenement, not the absence of registration alone.

Final Answer: Sohan's permission is a revocable licence (with possible compensation for premature revocation), not an irrevocable easement. $\Rightarrow \boxed{B}$

Answer: (B) Go Back to Q16

Sol. 17.

Solution

Concept — Rule Against Perpetuity: Transfer for Benefit of Unborn Person (Sections 13–14, Transfer of Property Act, 1882): Section 13 permits a transfer to an unborn person, provided (i) a prior life interest is created in favour of a living person, and (ii) the unborn person takes an absolute (not contingent) interest. Section 14 enacts the rule against perpetuity, stipulating that no interest can be created so as to vest beyond the lifetime of the living person holding the prior interest. Where these conditions are satisfied, the transfer to the unborn person is valid.

Analysis: Sundar is the living person holding the prior life interest. The settlement is made on Sundar's unborn child (in the womb at the date of settlement) absolutely. The child's interest vests absolutely at birth, which must necessarily occur during or at the close of Sundar's lifetime. This is exactly the pattern contemplated by Section 13 read with Section 14: a life interest to a living person, followed by an absolute vesting in an unborn person not later than during the latter's lifetime. The transfer is valid.

Why other options are wrong:

- Option (A): The rule against perpetuity applies to all transfers, including family settlements; Sections 13–14 of the TPA govern the permissible scope and do not exempt family settlements.
- Option (B): Transfers to unborn persons are not categorically prohibited; Section 13 expressly permits them, subject to the conditions stated.
- Option (D): Sundar's life estate followed by absolute vesting in the unborn child at birth is precisely the structure that Sections 13–14 sanction; there is no perpetuity violation.

Final Answer: The transfer to Sundar's unborn child satisfies Sections 13–14 and is valid; interest vests absolutely at birth. $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q17

Sol. 18.

Solution

Concept — Feeding the Grant by Estoppel (Section 43, Transfer of Property Act, 1882): Section 43 provides that where a person fraudulently or erroneously represents that he is authorised to transfer immovable property and purports to transfer it for consideration, the transfer operates on any interest in that property which the transferor may subsequently acquire. The subsequently acquired interest feeds the prior transfer, perfecting the transferee's title — provided the transferee (or a person claiming under him) is still entitled under the original transfer.

Analysis: Namdeo had no title when he transferred the plot to Geeta. He fraudulently represented himself as the owner. Geeta paid valuable consideration and acted in good faith. Five years later, Namdeo acquired the true title. Under Section 43, that subsequently acquired title feeds the earlier transfer by Namdeo, and Geeta's title is thereby perfected. The fact that Namdeo was fraudulent does not prevent the operation of Section 43 in favour of the good-faith purchaser for value; the section's benefit runs to the innocent transferee, not the fraudulent transferor.

Why other options are wrong:

- Option (A): Section 43 was enacted precisely to address this scenario; a transfer by a person without title is not void ab initio where Section 43 applies — it operates on the subsequently acquired interest.
- Option (B): The good-faith requirement in Section 43 applies to the transferee (Geeta), not the transferor; Namdeo's fraud does not deprive Geeta of the benefit of the section.
- Option (C): Caveat emptor cannot override an express statutory provision (Section 43) designed to protect a good-faith purchaser for value.

Final Answer: Section 43 (feeding the grant by estoppel) perfects Geeta's title upon Namdeo's subsequent acquisition of the true ownership. $\Rightarrow \boxed{D}$

Answer: (D) Go Back to Q18

Sol. 19.

Solution

Concept — Time Limit for Presenting Documents for Registration (Section 23, Registration Act, 1908): Section 23 of the Registration Act, 1908 prescribes that every document (other than a will) must be presented for registration within four months from the date of its execution. Where a document is executed by multiple persons at different times, the four-month period begins to run from each respective date of execution. If the document is not presented within the four-month period, the registering officer is entitled to refuse registration.

Analysis: Chintamani's sale deed was executed on 1st March 2024. The four-month statutory period for presentation therefore expired on 30th June 2024 (or 1st July 2024 at the very latest). The deed was presented on 5th July 2024, after the expiry of the four-month period. The Sub-Registrar's refusal to register was therefore correct and in accordance with Section 23 of the Registration Act, 1908.

Why other options are wrong:

- Option (B): Section 23 prescribes four months, not three; a three-month period has no basis in the Registration Act.
- Option (C): Section 23 prescribes four months, not six; a six-month period is not provided for under the general rule.
- Option (D): Section 23 expressly imposes a four-month time limit; there is no provision for unlimited time to present documents for registration under the Registration Act.

Final Answer: Section 23 of the Registration Act prescribes a four-month time limit; the Sub-Registrar's refusal was lawful and correct. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q19

Sol. 20.

Solution

Concept — Compulsory vs Optional Registration of Leases (Section 17(1)(d), Registration Act, 1908; Section 107, Transfer of Property Act, 1882): Under Section 107 of the TPA, a lease of immovable property from year to year, or for a term exceeding one year, or reserving a yearly rent must be made by a registered instrument. Leases for a term of one year or less (not exceeding twelve months) are not compulsorily registrable and may be created by an oral agreement or an unregistered instrument. An unregistered lease deed for a period not exceeding one year is valid, admissible in evidence, and fully enforceable.

Analysis: The lease between Rajiv and Sushma is for eleven months, which is less than one year. It does not fall within the category of leases requiring compulsory registration under Section 107 of the TPA or Section 17(1)(d) of the Registration Act. The unregistered eleven-month lease deed is therefore valid, admissible as primary evidence before the court, and fully enforceable against Rajiv.

Why other options are wrong:

- Option (A): Registration is not compulsory for a lease of one year or less; the eleven-month lease is not void for want of registration.
- Option (C): Where registration is not compulsory, an unregistered lease deed is fully admissible as primary evidence and is not confined to a corroborative role.
- Option (D): The law does not impose a compulsory registration requirement on commercial leases of less than one year's duration; the commercial character of the property is irrelevant to the registration requirement when the lease term is under one year.

Final Answer: An eleven-month lease is not compulsorily registrable; the unregistered deed is admissible and fully enforceable. $\Rightarrow \boxed{B}$

Answer: (B) Go Back to Q20

ANSWER KEY

Q.No	Ans	Q.No	Ans	Q.No	Ans	Q.No	Ans	Q.No	Ans
1	C	2	D	3	A	4	B	5	C
6	D	7	A	8	B	9	C	10	D
11	A	12	B	13	C	14	D	15	A
16	B	17	C	18	D	19	A	20	B