CLAT PG Property Law

Sample Paper – 5

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. Priya's name appears in all municipal and revenue records as the sole owner of a residential plot in Pune. In reality, the plot belongs to her brother Rajan, who had allowed Priya to manage it and had consented to her name being recorded as owner for administrative convenience. Acting on this position, Priya sells the plot to Suresh for Rs. 18 lakhs. Suresh independently verifies the revenue records, inspects the property, and has no knowledge or reason to suspect any other person's interest. After the transaction is complete, Rajan surfaces and files a suit for recovery of possession claiming that Priya had no title to transfer.

Which of the following is the MOST legally accurate position regarding Suresh's rights under the Transfer of Property Act, 1882?

(A) Suresh is protected under Section 41 TPA because he purchased from an ostensible owner in good faith and after exercising reasonable care to ascertain the true owner.

(B) Rajan's claim succeeds because Priya had no title to transfer and the principle *nemo dat quod non habet* applies absolutely.

(C) Rajan must first return the sale consideration to Priya before he can challenge the transfer made by her.

(D) The transfer is void *ab initio* as it was made without Rajan's express written consent and cannot confer any title on Suresh.

Q2. Anil, Sunil, and Kamal are co-owners of an undivided ancestral house in Delhi. Without seeking the consent of Sunil and Kamal, Anil executes a registered sale deed conveying his undivided share in the house to Deepak for Rs. 25 lakhs. Deepak takes possession of a specific wing of the house, asserting exclusive ownership over it. Sunil and Kamal challenge both the sale and Deepak's claim to any specific portion.

What rights does Deepak acquire over the property under Section 44 of the Transfer of Property Act, 1882?

(A) Deepak acquires exclusive ownership of the portion previously occupied by Anil and cannot be disturbed by the other co-owners.

(B) Deepak acquires only Anil's undivided share in the property and cannot claim exclusive possession of any specific portion; the other co-owners may seek partition and are entitled to exclude Deepak from specific rooms used for residence.

(C) The sale is wholly void because an undivided share in ancestral property cannot be transferred without the unanimous consent of all co-owners.

(D) Deepak acquires a title equivalent to full ownership of Anil's share and may independently apply for partition before a civil court.

Q3. Ramkishore transfers his urban house to his nephew Vinod through a registered gift deed containing the following clause: "The donee, Vinod, shall never during his lifetime sell, mortgage, gift, or otherwise alienate the property hereby transferred in any manner whatsoever." Several years later, Vinod sells the property to Ajay for market value. Ramkishore's legal heir, Chetan, files a suit to set aside the sale on the ground that Vinod violated the condition in the gift deed.

What is the legal effect of the alienation restriction under Section 10 of the Transfer of Property Act, 1882?

(A) The condition is fully enforceable because it is contained in a registered document executed between consenting parties and represents the donor's legitimate wish.

(B) The condition is partially valid and prevents Vinod from alienating the property for the first ten years after receipt of the gift.

(C) The condition is void as it amounts to an absolute restraint on alienation, which is prohibited under Section 10 TPA; consequently, the transfer by Vinod to Ajay is valid.

(D) The condition is enforceable only against Vinod personally as a donee's obligation but does not bind third-party purchasers like Ajay.

Q4. Gopal owns an income-generating commercial building from the rents of which his widowed sister Meera receives monthly maintenance of Rs. 6,000 under a notarised agreement. Gopal sells the building to Harish for valuable consideration. Harish had actual notice of Meera's maintenance arrangement at the time of purchase, as it was specifically mentioned in the pre-sale due-diligence report handed to him. After the sale, Meera demands her monthly maintenance from Harish, who refuses on the ground that he was not a party to the maintenance agreement.

Under Section 39 of the Transfer of Property Act, 1882, which statement BEST describes Harish's legal obligation to Meera?

(A) Harish has no obligation because he is a subsequent purchaser and maintenance agreements are purely personal between Gopal and Meera.

(B) Harish may set off the maintenance amount against the rent collected from the building and is not separately liable to pay Meera.

(C) Harish is not bound because the maintenance obligation is a personal liability of Gopal which does not run with the property.

(D) Harish is bound to give effect to Meera's maintenance rights since he had actual notice of them at the time of purchasing the property; the transfer cannot defeat her right to maintenance.

Q5. Shekhar borrows Rs. 12 lakhs from Creditors' Bank. Instead of executing a mortgage deed, the loan agreement declares that Shekhar's agricultural land "shall stand charged" with repayment of the principal and interest. Shekhar later sells the land to Prabha without disclosing the charge. When Creditors' Bank seeks to enforce the charge against Prabha, she contends that she is not bound as she did not create any mortgage and there is no mortgagee's right in favour of the bank.

Under Section 100 of the Transfer of Property Act, 1882, which of the following CORRECTLY states the legal position regarding the charge?

(A) A charge on immovable property gives the chargeholder the right to have the charged property sold for satisfaction of the debt; it is enforceable against the owner and against transferees who had notice of the charge, but not against a bona fide purchaser for value without notice.

(B) A charge is identical to a simple mortgage and gives the chargeholder the right to take immediate physical possession of the charged property.

(C) A charge cannot be enforced against any third-party transferee under any circumstances, regardless of notice.

(D) A chargeholder is entitled to foreclose the property absolutely in the same manner as an English mortgage, extinguishing the chargor's equity of redemption.

Q6. Sundaram mortgages his commercial shop in Chennai to Bharat Finance Company under a registered deed. Without seeking any consent from Bharat Finance, Sundaram leases the mortgaged shop to his business associate Ravi for a term of seven years at a monthly rent of Rs. 9,000. The lease is evidenced by a registered lease deed. Two years into the lease, Bharat Finance initiates mortgage enforcement proceedings and contends that Ravi's lease is not binding on it.

Under Section 65A of the Transfer of Property Act, 1882, what is the legal status of the lease granted by Sundaram to Ravi?

(A) The lease is entirely valid and binding on Bharat Finance because the mortgagor retains ownership and has the right to lease the property during the subsistence of the mortgage.

(B) The statutory power of a mortgagor to lease without the mortgagee's consent applies only to leases not exceeding three years for non-agricultural property; the seven-year lease without Bharat Finance's consent is not binding on the mortgagee.

(C) Any lease granted by a mortgagor over mortgaged property is absolutely void and Ravi acquires no rights whatsoever under such a lease.

(D) The lease becomes binding on the mortgagee once more than two years of its term have elapsed, regardless of the absence of consent.

Q7. Devi mortgages her mango orchard to Prakash under a usufructuary mortgage and delivers possession to him. Prakash collects the seasonal harvest each year but consistently fails to pay land revenue, municipal cess, and irrigation charges falling due on the property. Arrears accumulate over three years, and the revenue authority initiates proceedings to attach and sell the orchard. Devi sues Prakash for the loss and damage caused to the security on account of his default in paying public charges.

Under Section 76 of the Transfer of Property Act, 1882, which of the following CORRECTLY states the duties and liabilities of a mortgagee in possession?

(A) A mortgagee in possession has no duty to pay public charges; the obligation to pay revenue and taxes remains exclusively with the mortgagor.

(B) The mortgagee in possession is entitled to apply the entire produce of the property toward repayment of interest first and is not separately obliged to discharge taxes and public charges.

(C) The mortgagee in possession must manage the property as a person of ordinary prudence would manage his own property, and is liable to pay all public charges out of the income when the income is sufficient to cover them.

(D) The mortgagee in possession is not liable for arrears of public charges if the mortgagor failed to give written notice of outstanding dues at the time of delivering possession.

Q8. Nikhil mortgages a bare agricultural field to Laxmi Finance as security for a loan of Rs. 20 lakhs. After the mortgage is created, Nikhil, using his own funds and labour, plants 300 fruit-bearing mango trees on the mortgaged field. The trees flourish and acquire significant market value. On the date fixed for redemption, a dispute arises: Nikhil claims the trees are his personal property planted after the mortgage; Laxmi Finance contends that the trees, as accessions to the mortgaged land, form part of the mortgage security.

Under Section 70 of the Transfer of Property Act, 1882, what is the correct legal position?

(A) The trees belong exclusively to Nikhil because he planted them with his own funds at a time when the land was already under mortgage, and the mortgage only covers the land as it existed at the date of the deed.

(B) The trees do not form part of the mortgage security since they were acquired subsequent to the creation of the mortgage and the mortgage deed did not specifically include future plantations.

(C) The trees belong absolutely to Laxmi Finance because once land is mortgaged, every improvement made on it vests in the mortgagee without any obligation to compensate the mortgagor.

(D) The trees, as accession to the mortgaged property acquired after the creation of the mortgage, become part of the mortgage security; if the accession was acquired at the mortgagor's own expense, the mortgagor is entitled to receive from the mortgagee the value of such accession upon foreclosure or sale.

Q9. Sudha lets out a flat to Param on a year-to-year tenancy. A clause in the lease prohibits subletting without Sudha's prior written consent. Param sublets the flat to a third party without obtaining Sudha's permission. Sudha, upon discovering this, serves a valid notice to quit upon Param, citing unauthorized subletting as the ground for termination. Before Param vacates, Sudha – without expressly reserving her rights – accepts the next month's rent from Param. Sudha subsequently files a suit for ejectment on the original ground of unauthorized subletting.

Under Section 112 of the Transfer of Property Act, 1882, what is the effect of Sudha's acceptance of rent after serving the notice to quit?

(A) Sudha's acceptance of rent from Param after the cause of forfeiture arose constitutes waiver of the notice to quit; she cannot proceed with the ejectment suit on that same ground without serving a fresh notice.

(B) Acceptance of rent does not amount to waiver if the notice to quit was served prior to the acceptance, as the notice operates independently of subsequent conduct.

(C) Waiver of a notice to quit requires an express written statement by the lessor and cannot be implied from the mere act of accepting rent.

(D) The waiver is only partial and Sudha may renew the notice to quit for the same ground after returning the accepted rent to Param.

Q10. Tariq holds a five-year lease of a commercial shop from Naina at a monthly rent of Rs. 15,000. Tariq defaults in payment of rent for five consecutive months. Naina serves a statutory notice of demand and, when payment is not forthcoming, files a suit for ejectment on ground of forfeiture for non-payment of rent. Before the court passes a decree of ejectment, Tariq tenders to the court the full amount of arrears of rent, together with interest calculated at 12% per annum and all costs incurred by Naina in the suit. Tariq simultaneously applies for relief against forfeiture of the lease.

Under Section 114 of the Transfer of Property Act, 1882, what relief, if any, is available to Tariq?

(A) No relief is available to Tariq because the right to seek relief against forfeiture is waived once the tenant allows arrears to accumulate beyond three months.

(B) The court may, in its discretion, grant relief to Tariq against forfeiture by restoring the lease on such terms as it deems fit, provided all arrears of rent with interest and the lessor's costs of suit are paid before the decree.

(C) Relief against forfeiture under Section 114 TPA is available only where the lease is of agricultural land and not in respect of commercial or residential premises.

(D) Tariq can only apply for relief against forfeiture by filing a separate and independent suit; he cannot seek such relief in the pending ejectment proceedings initiated by Naina.

Q11. Kamala leases her warehouse to Prakash for five years at a monthly rent of Rs. 30,000 under a registered lease deed. After two years, Kamala sells the warehouse to Deepa. Deepa informs Prakash that she intends to raise the monthly rent to Rs. 45,000 and to modify the maintenance obligations under the lease. Prakash resists both demands, arguing that Deepa is bound by the original terms of the lease. Deepa contends that as the new owner she may vary the conditions.

Under Section 109 of the Transfer of Property Act, 1882, which of the following CORRECTLY describes the legal position?

(A) Deepa takes the warehouse free of the existing lease because she is a purchaser for value and Kamala's personal obligations as lessor do not bind her.

(B) Deepa may vary the terms of the lease with three months' advance notice to the lessee, as a new owner is entitled to revise tenancy conditions upon taking title.

(C) Deepa steps into the shoes of the lessor Kamala, is bound by the existing lease terms for its remaining duration, and may only exercise such rights and enforce such conditions as Kamala could have exercised and enforced against Prakash.

(D) Deepa's purchase extinguishes the lease because the merger of ownership and lessor's interest terminates all leasehold rights of Prakash.

Q12. Anand owns Plot A (the dominant tenement) and enjoys a registered right of way over Plot B (the servient tenement), which is owned by Ramesh. Anand, without selling or transferring Plot A, executes a separate registered deed purporting to transfer his right of way over Plot B to Vijay in exchange for Rs. 1.5 lakhs. Vijay presents the deed to Ramesh and attempts to exercise the right of way. Ramesh refuses to permit Vijay to use the pathway and challenges the transfer.

Under Section 6(c) of the Transfer of Property Act, 1882, what is the legal status of the transfer by Anand to Vijay?

(A) The transfer is valid because an easement is a transferable property right under the Transfer of Property Act and may be dealt with separately from the land.

(B) The transfer is valid and binding on Ramesh because it was effected by a registered deed.

(C) The transfer is valid for a period not exceeding the duration of Anand's continued ownership of Plot A.

(D) An easement cannot be transferred apart from the dominant heritage to which it is attached; the purported transfer of the right of way alone to Vijay is void, and Vijay acquires no right to use the pathway.

Q13. Savitri, an elderly widow, executes a registered gift deed transferring her ancestral house to her two nephews Alok and Bhushan jointly, with an express clause providing: "In the event of the death of either donee before the other, the surviving donee shall take the whole of the gifted property." Alok subsequently dies intestate, leaving behind his widow and two minor children. Alok's widow files a suit claiming that Alok's half share in the house devolves upon her and the children under the Hindu Succession Act. Bhushan claims the entire property under the survivorship clause.

Under Section 125 of the Transfer of Property Act, 1882, who is legally entitled to the property?

(A) Bhushan is entitled to the entire property under the right of survivorship validly created by the registered gift deed; on Alok's death before Bhushan, the survivorship clause operates and the entire property passes to Bhushan.

(B) Alok's widow is entitled to half the house as his legal heir, because survivorship clauses in gift deeds override the Hindu Succession Act only when registered and attested by two witnesses.

(C) The gift deed fails in its entirety because a survivorship clause in a gift deed imposes a condition repugnant to the absolute interest purportedly gifted, rendering the gift void.

(D) Both Alok's heirs and Bhushan share equally because a survivorship clause in a gift deed only applies between co-donees who are alive at the date of gift, not at a later date.

Q14. On 1 March 2020, Ratan executes a sale deed transferring his house to Seema. The deed is presented for registration before the Sub-Registrar on 15 June 2020 and is duly registered on that date. In the intervening period, on 10 May 2020, Ratan executes an agreement to sell the same house to Mohan, who claims he had no notice of Seema's earlier unregistered deed. After Seema's deed is registered, a dispute over priority arises between Seema and Mohan.

Under Section 47 of the Registration Act, 1908, what is the effect of the registered deed on priority between the two claimants?

(A) Seema's deed takes effect only from the date of its actual registration (15 June 2020); therefore Mohan's agreement of 10 May 2020 has priority as it was executed before registration.

(B) A registered document takes effect from the time it was executed and not from the time of its registration; accordingly, Seema's deed operates from 1 March 2020 and has priority over Mohan's agreement of 10 May 2020.

(C) Registration has no retrospective effect; priority between the two transactions must be determined solely by the date on which each party took physical possession of the property.

(D) Seema's deed is void because it was not presented for registration within four months of execution, and therefore Mohan's claim prevails.

Q15. Nandita owns farmland (Plot X) adjoining Plot Y owned by Ramesh. She enjoys two distinct rights over Plot Y: (i) a right to draw water from a well situated on Plot Y, which Nandita exercises by walking to the well and drawing water with a bucket as and when she needs it; and (ii) a right of light and air flowing unobstructed through a permanent window in the wall of her house on Plot X facing Plot Y. A dispute arises about the classification of these two easements under the Easements Act, 1882.

Under Section 5 of the Easements Act, 1882, how are these two easements CORRECTLY classified?

(A) Both easements are continuous easements because they relate to permanent and fixed features – the well and the window – that exist without interruption on the servient tenement.

(B) Both easements are discontinuous easements because the exercise of each of them requires a specific act by Nandita or another person at every instance of use.

(C) The right to draw water from the well is a discontinuous easement (its enjoyment requires a human act at each instance), while the right of light and air through the window is a continuous easement (its enjoyment proceeds without any act of the dominant owner).

(D) The right to draw water is an apparent easement because the well is visible, while the right of light and air is a non-apparent easement because it involves an invisible benefit.

Q16. Suman owns Plot A and has a long-established easement of right of way across Plot B owned by Vikrant, enabling Suman to access the public road from her property. Vikrant erects a high concrete boundary wall across the pathway, completely and permanently obstructing Suman's access. Suman demands removal of the wall, which Vikrant refuses. Suman consults a lawyer about the remedies available to her for disturbance of her easement under the Easements Act, 1882.

Under Section 31 of the Easements Act, 1882, which of the following CORRECTLY states the remedies available to Suman?

(A) Suman's only remedy is to claim monetary compensation in damages from Vikrant; a court will not grant an injunction for the disturbance of a mere easement right.

(B) Suman may exercise the remedy of self-help (abatement) and demolish the wall without approaching a court, as the law recognises immediate self-help for any obstruction of an easement.

(C) Suman's only recourse is to extinguish the existing easement and seek to acquire an alternative right of way by agreement or court order, as equitable remedies do not apply to easement disputes.

(D) Suman is entitled to an injunction restraining Vikrant from further interfering with her easement of right of way, and to damages for the loss suffered due to the disturbance already caused.

Q17. Ganesh and Rekha enter into a written agreement for sale of Ganesh's agricultural field for Rs. 35 lakhs. Rekha pays an advance of Rs. 5 lakhs. The agreement is signed by both parties but is not presented for registration. Ganesh subsequently refuses to execute the sale deed. Rekha files a suit for specific performance and tenders the agreement as the primary piece of evidence. Ganesh's counsel argues that since the agreement is compulsorily registrable and has not been registered, it is inadmissible and unenforceable in any proceeding.

Under Section 49 of the Registration Act, 1908 read with its proviso, what is the correct legal position regarding Rekha's suit?

(A) The unregistered agreement cannot be used to affect any immovable property or be received as evidence of any transaction affecting immovable property; however, the proviso to Section 49 specifically permits such an unregistered document to be received as evidence of a contract in a suit for specific performance of that contract.

(B) The unregistered agreement is completely void and cannot be relied upon for any purpose whatsoever, including a suit for specific performance, and Rekha has no remedy under the Registration Act.

(C) An agreement for sale of immovable property is admissible as evidence for all purposes, including affecting title, whether or not it is registered, as it does not itself create any interest in property.

(D) The proviso to Section 49 permits the unregistered agreement to operate as a valid conveyance of title to Rekha as if it were a registered document, upon filing of the suit.

Q18. Gita executes a sale deed in favour of Hema on 5 January 2023, conveying her residential plot. Hema pays the full consideration and takes possession, but the deed is not registered. On 20 March 2023, Gita executes a second registered sale deed for the very same plot in favour of Isha. Isha had constructive notice of Hema's prior but unregistered transaction before she purchased. Both Hema and Isha now claim title to the plot.

Under Section 50 of the Registration Act, 1908, how is priority between the two transactions determined?

(A) Hema's unregistered deed prevails because she took possession of the plot and paid the full consideration before Isha appeared on the scene, and possession is notice to the world.

(B) Isha's registered deed prevails over Hema's prior unregistered deed under Section 50 of the Registration Act; a registered document takes priority over an earlier unregistered document irrespective of the order of execution.

(C) Both deeds are of equal standing and the court must apportion priority based on the date each party actually paid the full consideration to the seller.

(D) Isha's registered deed is void because the subject property had already been transferred to Hema, leaving Gita with no subsisting title to transfer to Isha.

Q19. Renu and Mala are co-owners of a commercial property. They jointly execute a registered sale deed conveying the entire property to Kiran for Rs. 50 lakhs, with both transferors representing that the property is unencumbered. Kiran pays the full consideration. After the sale, it is discovered that Renu had previously created a registered charge of Rs. 10 lakhs on her undivided share in favour of a finance company – a fact she had concealed from both Mala and Kiran. Kiran suffers a loss of Rs. 10 lakhs and sues Mala alone to recover the entire loss, as Renu is untraceable.

Under Section 45 of the Transfer of Property Act, 1882, what is the liability of joint transferors?

(A) Mala has no liability whatsoever because the misrepresentation was made solely by Renu and Mala was herself a victim of Renu's concealment.

(B) Renu and Mala are jointly and severally liable for breach, but only to the extent of the individual consideration received by each of them from the sale.

(C) Where immovable property is transferred for consideration by two or more joint transferors, they are jointly and severally bound by the obligations attaching to the transfer; Kiran may recover the full loss from Mala alone, leaving Mala to seek contribution from Renu.

(D) Joint transferors are bound jointly but not severally, and Kiran must join both Renu and Mala as defendants before a decree can be passed; Mala alone cannot be made to satisfy the entire claim.

Q20. Preethi is entitled to receive monthly maintenance of Rs. 10,000 from her estranged husband's immovable property under a decree passed by a Family Court. Facing a financial emergency, Preethi enters into a written agreement with a moneylender named Bhim, assigning to him her right to receive all future maintenance instalments for the next five years in exchange for an immediate lump-sum payment of Rs. 3 lakhs. Bhim subsequently presents the assignment deed to the property manager and demands that future maintenance payments be made directly to him.

Under Section 6(h) of the Transfer of Property Act, 1882, which of the following CORRECTLY states the legal position regarding the assignment by Preethi?

(A) The assignment is valid because the right to maintenance is a recurring monetary right similar to a debt, and debts are freely assignable under the Transfer of Property Act.

(B) The assignment is valid if the agreement was executed on appropriate stamp paper, witnessed by two persons, and the moneylender gave valuable consideration in return.

(C) The assignment is valid only if the Family Court that passed the original maintenance decree grants prior permission for such an assignment.

(D) The right to future maintenance is specifically non-transferable under Section 6(h) of the Transfer of Property Act, 1882; Preethi's assignment to Bhim is void, and Bhim acquires no enforceable right to receive the maintenance payments.

DETAILED SOLUTIONS

Sol. 1. Section 41 TPA – Transfer by Ostensible Owner

Solution

Concept: Section 41 of the Transfer of Property Act, 1882 protects a bona fide transferee who purchases from an "ostensible owner" – a person who, with the express or implied consent of the real owner, appears to be the owner of the property. The transferee must have acted in good faith and must have taken reasonable care to ascertain that the transferor had power to transfer.

Analysis: Rajan permitted Priya's name to appear in all revenue and municipal records as owner. This constituted implied (if not express) consent to her holding the position of ostensible owner. Suresh, a buyer, conducted independent verification of the records and had no notice of any other claim. He satisfied both conditions under Section 41 – good faith and reasonable care. The transfer by Priya to Suresh is therefore protected, and Rajan's suit will fail.

Why other options are wrong:

- **(B):** Section 41 is a statutory exception to *nemo dat*; where the real owner's conduct enables an ostensible owner to effect a fraudulent sale, the real owner is estopped from defeating the bona fide purchaser.
- **(C):** Section 41 does not impose any requirement on the real owner to refund consideration before challenging the transfer; this is not a condition under the provision.
- **(D):** Section 41 does not require the real owner's express consent for the transfer; the protection flows from the real owner having permitted the ostensible position to arise.

Answer: (A)

Sol. 2. Section 44 TPA – Transfer by One Co-Owner

Solution

Concept: Section 44 TPA deals with the transfer of property by a co-owner. A co-owner may transfer his own undivided share, but the transferee acquires only that undivided share and no more. The transferee steps into the shoes of the transferor co-owner. Importantly, in the case of a dwelling house, the other co-owners may exclude the transferee from residence, though they cannot prevent partition.

Analysis: Anil validly transferred his own undivided share to Deepak. The transfer of the undivided share is permissible under Section 44. However, Deepak cannot claim any specific portion of the house because the property is unpartitioned. He is entitled only to what Anil was entitled – an undivided interest. The co-owners (Sunil and Kamal) can lawfully exclude Deepak from specific rooms used for residence and may seek partition.

Why other options are wrong:

- **(A):** Deepak cannot claim exclusive rights over any specific portion; only partition can crystallise individual rights over specific portions.
- **(C):** Section 44 permits a co-owner to transfer his undivided share without the consent of the others; the sale is not void.
- **(D):** Deepak acquires only an undivided interest, not a title equivalent to full separate ownership; his rights are circumscribed by the co-ownership structure.

Answer: (B)

Sol. 3. Section 10 TPA – Absolute Restraint on Alienation Void

Solution

Concept: Section 10 of the Transfer of Property Act, 1882 provides that any condition that absolutely restrains the transferee from parting with or disposing of his interest in the property is void. The section permits partial restraints (e.g., restrictions on alienation to specific persons), but an absolute restraint – one that prevents alienation to anyone, at any time, in any manner – is void.

Analysis: Ramkishore's condition forbade Vinod from selling, mortgaging, gifting, or alienating the property "in any manner whatsoever" during his lifetime. This is an absolute restraint on alienation because it covers every mode of transfer and every potential transferee. Such a condition is void under Section 10. The gift itself, however, is valid – only the void condition is struck out. Vinod therefore holds the property free of the restraint, and his sale to Ajay is legally valid.

Why other options are wrong:

- **(A):** Registration of a deed does not validate a substantive term that is prohibited by statute; Section 10 is a mandatory provision.
- **(B):** Section 10 does not create any partial-validity rule based on time periods; the entire absolute restraint is void from the outset.
- **(D):** The void condition cannot be bifurcated into a personal obligation on Vinod and a property-law effect on third parties; it is simply void.

Answer: (C)

Sol. 4. Section 39 TPA – Maintenance Rights of Third Persons on Transfer

Solution

Concept: Section 39 TPA protects the right of a third person (not a party to the transfer) to receive maintenance from the transferred property. Where property is transferred and the transferee has notice of such maintenance obligation, he takes the property subject to it and must give effect to the maintenance right.

Analysis: Meera's right to maintenance of Rs. 6,000 per month arose under a notarised agreement creating a charge-like right over the building's rental income. Harish had actual notice of this arrangement before he purchased – the due-diligence report expressly mentioned it. Having taken the property with such notice, Harish is bound to give effect to Meera's maintenance rights. He cannot shelter behind the argument that he was not a party to the agreement.

Why other options are wrong:

- **(A):** Section 39 specifically binds a transferee who had notice of the maintenance obligation; being a "subsequent purchaser" does not exempt Harish.
- **(B):** The maintenance is a separate obligation and cannot simply be deducted from rent as a set-off without Meera's consent; this is not the statutory position.
- **(C):** Section 39 makes the maintenance obligation run with the property when the transferee has notice; it is not merely a personal liability of the original owner.

Answer: (D)

Sol. 5. Section 100 TPA – Charge on Immovable Property

Solution

Concept: Section 100 TPA defines a charge as a right created by an act of parties or by operation of law over specific immovable property, whereby the property is made security for the payment of money. Unlike a mortgage, a charge does not involve a transfer of any interest in the property. The chargeholder has the right to have the property sold to satisfy the debt.

Analysis: The loan agreement created a charge (not a mortgage) over Shekhar's land. Under Section 100, a charge is enforceable against the owner and against any transferee with notice of the charge. Prabha took the land without disclosing the charge – but the critical question is whether she had notice. If she had notice (actual or constructive), the charge binds her; if she is a bona fide purchaser without notice, the charge is not enforceable against her. Option (A) correctly states this position.

Why other options are wrong:

- **(B):** A charge is distinct from a simple mortgage; the chargeholder does not acquire the right to take possession – only the right to have the property sold through court.
- **(C):** Section 100 expressly provides that a charge is enforceable against the property in the hands of a transferee who had notice; it is not immune from enforcement in all cases.
- **(D):** The right of foreclosure (extinguishing equity of redemption) is specific to an English mortgage under Section 58(e) TPA; a charge confers no such right.

Answer: (A)

Sol. 6. Section 65A TPA – Mortgagor's Statutory Power to Lease

Solution

Concept: Section 65A TPA confers on a mortgagor a statutory power to lease the mortgaged property, but this power is subject to conditions. For non-agricultural property, leases must not exceed three years. A lease beyond this limit, or one that does not satisfy the conditions prescribed, is not binding on the mortgagee unless the mortgagee has consented in writing.

Analysis: Sundaram granted a seven-year lease to Ravi – well beyond the three-year ceiling prescribed under Section 65A for non-agricultural (commercial) property. Sundaram did not obtain Bharat Finance's consent. The excess duration makes the lease non-compliant with Section 65A. As a result, the lease is not binding on Bharat Finance, the mortgagee, and Ravi cannot resist the mortgage enforcement proceedings on the basis of this lease.

Why other options are wrong:

- **(A):** Section 65A circumscribes the mortgagor's leasing power; he cannot bind the mortgagee with a lease exceeding the statutory limit merely because he retains ownership.
- **(C):** Section 65A does not render all leases by mortgagors void; leases within the prescribed limits are valid. Only non-compliant leases are not binding on the mortgagee.

- **(D):** There is no statutory provision that grants a lease retroactive binding force on the mortgagee simply because part of the lease term has elapsed.

Answer: (B)

Sol. 7. Section 76 TPA – Liabilities of Mortgagee in Possession

Solution

Concept: Section 76 TPA imposes a comprehensive duty of care on a mortgagee in possession. He must manage the property as a person of ordinary prudence would manage his own property of a similar character. Specifically, he must pay all public charges (land revenue, taxes, municipal cess) out of the income of the property when such income is sufficient, must collect rents and profits with due diligence, and must not commit or permit waste.

Analysis: Prakash, as mortgagee in possession, collected the harvest from Devi's orchard but failed to pay land revenue, municipal cess, and irrigation charges. His failure to discharge public charges out of the income (which was available from the harvest) constitutes a breach of his statutory duty under Section 76. He is liable to Devi for the resulting loss, including arrears, penalties, and costs of the attachment proceedings.

Why other options are wrong:

- **(A):** Section 76 expressly shifts the duty to pay public charges to the mortgagee in possession when sufficient income is available; the mortgagor's obligation is suspended during possession.
- **(B):** The mortgagee must first discharge public charges from income before appropriating any surplus toward interest; he cannot prioritise his own interest account over statutory dues.
- **(D):** Section 76 does not condition the mortgagee's duty on the mortgagor providing written notice of outstanding dues; the duty arises automatically from taking possession.

Answer: (C)

Sol. 8. Section 70 TPA – Accession to Mortgaged Property

Solution

Concept: Section 70 TPA deals with accessions (additions or improvements) to mortgaged property made after the date of the mortgage. Such accessions become part of the mortgage security. However, if the accession was made at the mortgagor's own expense, the mortgagor is entitled to receive the value of the accession from the mortgagee upon redemption, foreclosure, or sale.

Analysis: Nikhil planted 300 mango trees on the mortgaged field at his own expense after the mortgage was created. Under Section 70, the trees – as an accession – become part of the mortgage security available to Laxmi Finance. However, since the accession was made at Nikhil's own expense, he is entitled to compensation equal to the value of the trees from Laxmi Finance upon enforcement or redemption. Option (D) correctly captures this nuanced position.

Why other options are wrong:

- **(A):** Section 70 brings post-mortgage accessions within the security; Nikhil's personal funding of the plantation does not keep the trees outside the mortgage security.
- **(B):** The absence of an express mention of future plantations in the mortgage deed does not exclude accessions; Section 70 applies by operation of law.
- **(C):** The trees do not vest absolutely in the mortgagee; Nikhil is entitled to their value as compensation when the security is enforced.

Answer: (D)

Sol. 9. Section 112 TPA – Waiver of Notice to Quit

Solution

Concept: Section 112 TPA provides that if a lessor, after becoming aware of a forfeiture, accepts rent or does any other act that recognises the continuance of the lease, the forfeiture is waived and the lease continues as if the breach had not occurred. The waiver is implied from conduct and does not require an express declaration.

Analysis: Sudha became aware of the unauthorised subletting (the ground for forfeiture) and served a valid notice to quit. By subsequently accepting rent from Param – without any reservation or qualification – she performed an act that recognises the lease as continuing. This amounts to waiver of the notice to quit under Section 112. The ejectment suit premised on the same ground of forfeiture cannot proceed; Sudha would need to issue a fresh notice.

Why other options are wrong:

- **(B):** Section 112 does not protect the lessor if she accepts rent after the cause of forfeiture even if the notice was issued earlier; it is the postknowledge, post-notice acceptance that constitutes waiver.

- **(C):** Waiver under Section 112 is implied from conduct such as acceptance of rent; an express written statement is not required.
- **(D):** Section 112 does not provide for a partial waiver; once rent is accepted without reservation after notice, the waiver is complete and the notice is spent.

Answer: (A)

Sol. 10. Section 114 TPA – Relief Against Forfeiture for Non-Payment of Rent

Solution

Concept: Section 114 TPA confers on a lessee a right to apply to the court for relief against forfeiture of the lease for non-payment of rent. The court has discretion to grant such relief by restoring the lease on appropriate terms, provided the lessee pays all arrears of rent with interest and the lessor's costs of suit before the court passes a decree of ejectment.

Analysis: Tariq's breach was non-payment of rent – precisely the ground for which Section 114 provides relief. He tendered all arrears, interest at 12% per annum, and Naina's costs of the suit before the decree was passed. All conditions prescribed by Section 114 are satisfied. Tariq is therefore entitled to apply for and receive relief against forfeiture; the court may restore the lease on terms it considers just.

Why other options are wrong:

- **(A):** Section 114 does not impose a pre-condition that arrears must not exceed a specific number of months; the relief is available as long as payment is made before the decree.
- **(C):** Section 114 is not restricted to agricultural leases; it applies to leases of any immovable property where the forfeiture arose from non-payment of rent.
- **(D):** Section 114 permits relief to be granted in the very suit in which ejectment is sought; there is no requirement to file a separate suit.

Answer: (B)

Sol. 11. Section 109 TPA – Rights of Lessor's Transferee

Solution

Concept: Section 109 TPA addresses the situation where the lessor transfers or sells the leased property to a third party. The transferee of the lessor steps into the shoes of the original lessor and is bound by the terms of the existing lease. The lessee's rights under the lease remain unaffected. The transferee can only exercise such rights as the original lessor could have exercised.

Analysis: Kamala (original lessor) sold the warehouse to Deepa during the subsistence of Prakash's five-year lease. Under Section 109, Deepa stands in the position of lessor from the date of the sale. She is bound by all the existing terms of the lease – including the agreed rent of Rs. 30,000 per month. She cannot unilaterally increase rent or vary the maintenance obligations. Only such rights as Kamala could have exercised (e.g., enforcing covenants already in the lease) are available to Deepa.

Why other options are wrong:

- **(A):** Section 109 specifically provides that the transferee takes the property subject to the subsisting lease; the lease does not end merely because the property is sold.
- **(B):** There is no statutory provision allowing a new owner to revise lease terms with three months' notice; variations require mutual agreement or must be within the original lease's terms.
- **(D):** The sale does not merge or extinguish the lease; the doctrine of merger under property law operates differently and does not apply on a simple sale to a third party.

Answer: (C)

Sol. 12. Section 6(c) TPA – Easement Not Transferable Separately from Dominant Heritage

Solution

Concept: Section 6 TPA specifies the kinds of property that cannot be transferred. Section 6(c) provides that an easement cannot be transferred apart from the dominant heritage. An easement is inseparably attached to the dominant tenement and exists for its benefit; it cannot be severed from the land it serves and transferred independently.

Analysis: Anand holds a right of way (an easement) appurtenant to Plot A (his dominant tenement) over Plot B (Ramesh's servient tenement). Instead of selling Plot A along with the easement, Anand purports to transfer only the easement to Vijay. This transaction falls squarely within the prohibition of Section 6(c). The easement is non-transferable separately from the dominant heritage. The purported transfer to Vijay is void, and Vijay acquires no right to use the pathway.

Why other options are wrong:

- **(A):** Section 6(c) expressly excludes easements from the category of separately transferable property rights; the general transferability provisions of the TPA are overridden.
- **(B):** Registration of a document does not validate a transaction that is prohibited by Section 6; form cannot cure a substantive statutory prohibition.
- **(C):** Section 6(c) does not create any time-linked partial validity; the transfer of an easement without the dominant heritage is void, not voidable or valid for a limited period.

Answer: (D)

Sol. 13. Section 125 TPA – Gift to Several Donees with Right of Survivorship

Solution

Concept: Section 125 TPA expressly recognises that a gift may be made to two or more donees jointly with a provision of the right of survivorship. Such a gift is valid. If one donee dies before the other, the surviving donee takes the whole of the gifted property under the right of survivorship as stipulated in the gift deed.

Analysis: Savitri's registered gift deed expressly incorporated a survivorship clause – on the death of either donee, the survivor takes the whole property. This is a valid mode of gift under Section 125. Alok's death before Bhushan triggers the survivorship clause, and Bhushan is entitled to the entire property. The Hindu Succession Act governs intestate succession to property belonging to the deceased, but the property had already passed to Bhushan on Alok's death by operation of the survivorship clause; no interest capable of devolving upon Alok's heirs arose.

Why other options are wrong:

- **(B):** Alok's interest in the property was always subject to the survivorship clause; on his death the property did not form part of his estate – it passed directly to Bhushan. The Hindu Succession Act therefore has no application.
- **(C):** A survivorship clause in a gift deed is specifically validated by Section 125; it does not constitute a condition repugnant to the interest gifted.
- **(D):** Section 125 is not restricted in its operation to events occurring at the date of the gift; the survivorship clause operates whenever one of the donees predeceases the other.

Answer: (A)

Sol. 14. Section 47 Registration Act – Retrospective Effect of Registration

Solution

Concept: Section 47 of the Registration Act, 1908 provides that a registered document shall operate from the time from which it would have commenced to operate if no registration thereof had been required or made – i.e., from the date of its execution, not the date of its registration. This is the principle of retrospective operation of registered documents.

Analysis: Seema's sale deed was executed on 1 March 2020 and registered on 15 June 2020. Under Section 47, the registered deed operates from 1 March 2020 (date of execution). Mohan's agreement to purchase was entered into on 10 May 2020 – after the date from which Seema's deed operates. Seema therefore has priority over Mohan's claim because her deed takes effect from the earlier date of execution.

Why other options are wrong:

- **(A):** Section 47 explicitly negates the proposition that a registered deed takes effect only from the date of registration; it takes effect from execution.
- **(C):** Section 47 codifies the retrospective operation of registered documents; priority is not determined merely by possession.
- **(D):** The Registration Act allows presentation of a document for registration within four months of execution (Section 23); Seema's presentation in June for a March document is within time.

Answer: (B)

Sol. 15. Section 5 Easements Act – Classification of Easements

Solution

Concept: Section 5 of the Easements Act, 1882 classifies easements as: (i) **Continuous easements** – those whose enjoyment is, or may be, continual without the act of a person (e.g., right of light and air); and (ii) **Discontinuous easements** – those that can be enjoyed only by the act of a person (e.g., right of way, right to draw water). The classification determines how easements may be acquired and extinguished.

Analysis: The right to draw water from the well on Plot Y requires Nandita to walk to the well and physically draw water each time she needs it – a human act.

It is therefore a **discontinuous easement**. The right of light and air through the window is enjoyed continuously without any act by Nandita; it flows naturally and uninterruptedly through the window whether or not she is present. It is therefore a **continuous easement**. Option (C) correctly classifies each.

Why other options are wrong:

- **(A):** The fact that the well and window are permanent structures does not make both easements continuous; it is the nature of enjoyment (act-dependent or not) that determines continuity.
- **(B):** The right of light and air does not require any act of the dominant owner for its enjoyment; it is a classic example of a continuous easement under Section 5.
- **(D):** The apparent/non-apparent classification (Section 5) is based on whether the easement is accompanied by some permanent sign visible on inspection; this is a distinct classification and does not map onto the facts as described in option (D).

Answer: (C)

Sol. 16. Section 31 Easements Act – Disturbance of Easement; Remedies

Solution

Concept: Section 31 of the Easements Act, 1882 provides the primary remedy for disturbance of an easement: the dominant owner is entitled to recover damages from the person who wrongfully interferes with the easement. In addition, as a supplemental remedy, the dominant owner may obtain an injunction through the court to prevent further interference. The remedies are cumulative.

Analysis: Vikrant's construction of a concrete boundary wall across Suman's right of way is a clear and complete disturbance of her easement. Suman is entitled to: (a) an injunction compelling Vikrant to remove the wall and restraining him from any further interference; and (b) damages for the loss caused during the period of obstruction. Both remedies are available simultaneously under Section 31 read with the Specific Relief Act.

Why other options are wrong:

- **(A):** An injunction is available for disturbance of an easement; courts regularly grant injunctions to restore the dominant owner's access.
- **(B):** While the law recognises limited self-help (abatement) for private nuisances, its exercise must be reasonable and proportionate; demolishing a concrete boundary wall without court authority would likely be excessive

and may expose Suman to liability. Section 31 provides a judicial remedy as the primary recourse.

- **(C):** Section 31 does not require the dominant owner to extinguish the existing easement; the dominant owner is entitled to enforce the existing easement right.

Answer: (D)

Sol. 17. Section 49 Registration Act – Effect of Non-Registration; Proviso for Specific Performance

Solution

Concept: Section 49 of the Registration Act, 1908 provides that no document required to be registered shall: (a) affect any immovable property comprised therein; (b) confer any power or be received as evidence of any transaction affecting such property – unless it has been registered. However, an important **proviso** to Section 49 states that an unregistered document affecting immovable property may be received as evidence of a *contract* in a suit for specific performance of that contract.

Analysis: Rekha's agreement for sale is a document that affects immovable property and is compulsorily registrable. Since it is not registered, it cannot be used to affect title or as general evidence of the transaction. However, the proviso specifically carves out an exception for suits for specific performance: the unregistered document may be admitted to prove the existence of a contract. Rekha's suit for specific performance is precisely the case to which the proviso applies. Option (A) correctly captures the bar and the proviso exception.

Why other options are wrong:

- **(B):** The proviso expressly saves the unregistered document for the purpose of a specific performance suit; it is not rendered completely void.
- **(C):** An agreement for sale does not itself create title, but that does not make it universally admissible for all purposes; Section 49's restrictions still apply to most purposes.
- **(D):** The proviso does not convert the unregistered agreement into a registered conveyance of title; it merely allows it as evidence of the contract in a specific performance suit.

Answer: (A)

Sol. 18. Section 50 Registration Act – Priority of Registered Over Unregistered Document

Solution

Concept: Section 50 of the Registration Act, 1908 provides that a registered document affecting immovable property prevails over a prior unregistered document in respect of the same property, to the extent that the prior document requires registration. This section creates a rule of priority in favour of the registered instrument.

Analysis: Hema's sale deed was executed first (5 January 2023) but was never registered. Isha's sale deed was executed later (20 March 2023) and was duly registered. Under Section 50, Isha's registered deed prevails over Hema's earlier but unregistered deed. The fact that Isha may have had constructive notice of Hema's prior transaction does not per se defeat the registered deed's priority under Section 50 (the notice issue affects a separate analysis under Sections 47 and 78, but Section 50's text prioritises registration). Option (B) states the basic rule correctly.

Why other options are wrong:

- **(A):** Possession and payment of consideration may be relevant in equity but do not override Section 50's statutory rule of priority in favour of registered documents.
- **(C):** Section 50 establishes a clear hierarchy based on registration; there is no rule of equal standing between registered and unregistered deeds.
- **(D):** The fact that Gita had already transferred to Hema does not render Isha's registered deed void; Section 50 specifically addresses this scenario and gives priority to the registered instrument.

Answer: (B)

Sol. 19. Section 45 TPA – Joint Transfer for Consideration; Joint and Several Liability

Solution

Concept: Section 45 of the Transfer of Property Act, 1882 provides that where immovable property is transferred for consideration by two or more persons, the transferors are, in the absence of a contract to the contrary, bound jointly and severally to fulfil every condition and covenant on their part. Joint and several liability means that each transferor is independently liable for the entire obligation, not merely for a proportionate share.

Analysis: Renu and Mala jointly executed the sale deed representing that the property was free of encumbrances. Renu's concealment of the charge constituted a breach of the covenant of title implied in the joint transfer. Under Section 45, Renu and Mala are jointly and severally liable for this breach. Kiran may, therefore, bring a claim against Mala alone for the entire loss of Rs. 10 lakhs, leaving it to Mala to seek contribution or indemnity from Renu separately.

Why other options are wrong:

- **(A):** Section 45 does not provide an exception where one co-transferor was personally innocent; both are jointly and severally liable as a matter of law.
- **(B):** Joint and several liability under Section 45 is not apportioned by the amount of individual consideration received; each transferor is liable for the whole.
- **(D):** Section 45 specifically creates several (as well as joint) liability, meaning each transferor can be sued independently; joinder of all transferors is not mandatory.

Answer: (C)

Sol. 20. Section 6(h) TPA – Right to Future Maintenance Not Transferable

Solution

Concept: Section 6 of the Transfer of Property Act, 1882 lists the kinds of property that cannot be transferred. Section 6(h) provides that a right to future maintenance, in whatever manner arising – secured or otherwise – cannot be transferred. The right is personal to the recipient and cannot be assigned or transferred to any other person.

Analysis: Preethi's right to receive Rs. 10,000 per month as maintenance under the Family Court decree is a right to future maintenance within the meaning of Section 6(h) TPA. Regardless of the form of the assignment deed – whether stamped, witnessed, and supported by consideration – the assignment is prohibited by statute. The agreement between Preethi and Bhim is void. Bhim acquires no enforceable right to receive the maintenance amounts, and the property manager is not obliged to pay him.

Why other options are wrong:

- **(A):** Section 6(h) specifically carves out the right to future maintenance from the general rule that debts are assignable; this right is personal and non-transferable.
- **(B):** Proper stamping and witnessing validate the form of a document but cannot override a substantive statutory prohibition in Section 6(h).
- **(C):** Section 6(h) contains no exception permitting a court to sanction an assignment of maintenance rights; the prohibition is absolute.

Answer: (D)

Answer Key

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