BLOGS

Passage-Based Questions on Transfer of Property Act, 1882 for CLAT PG

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Passage

“The conditions necessary for making out the defence of part performance to an action in ejectment by the owner are

(1) that the transferor has contracted to transfer for consideration any Immovable property by writing signed by him or on his behalf from which the terms necessary to constitute the transfer can be ascertained with reasonable certainty;

(2) that the transferee has, in part performance of the contract, taken possession of the property or any part thereof, or the transferee, being already in possession continues in possession in part performance of the contract;

(3) that the transferee has done some act in furtherance of the contract; and

(4) that the transferee has performed or is willing to perform his part of the contract.”

Judgement Excerpt from Nathulal .V. Phoolchand (MANU/SC/0492/1969)

1) The doctrine of part performance under the Transfer of Property Act, 1882 is available as a defense for which of the following?

a. The transferor in a suit for recovery of possession
b. The transferee in an action for ejectment by the owner
c. A third party claiming through the transferor
d. The government in land acquisition proceedings

2) What was decided in the above mentioned case with respect to transfer of immovable property?

a. In writing and signed by the transferor or on his behalf
b. Oral and supported by two witnesses

c. Registered compulsorily under the Registration Act

d. Notarised before a public notary

3) Which of the following conditions were laid down in the above mentioned case as a defense of part performance?

a. The contract must be in writing signed by the transferor

b. The transferee must have taken or continued in possession

c. The transferee must be willing to perform his part of the contract

d. All of the Above

4) The terms of the contract under the doctrine of part performance must be ascertainable with which of the following?

a. Absolute certainty leaving no room for interpretation

b. Reasonable certainty from the writing itself

c. Certainty only after oral evidence is adduced

d. Certainty as determined solely by the court's discretion

5) Which of the following situations regarding possession is recognised under the doctrine of part performance under Transfer of Property Act, 1882?

a. Only where the transferee takes fresh possession after the contract

b. Only where the transferee was in possession prior to the contract

c. Both taking possession after the contract and continuing existing possession in part performance of the contract

d. Only where possession is taken with the physical presence of the transferor

6) What does the statement "the transferee has done some act in furtherance of the contract" mean in the above mentioned case?

a. Filing a civil suit to enforce the contract

b. Registering the contract with the sub-registrar

c. Sending a legal notice to the transferor

d. A positive act done toward performance of the contractual obligations

7) What was the fourth condition for the transferee in the above mentioned case?

a. Performed or expressed willingness to perform his part of the contract

b. Paid the entire consideration before taking possession

c. Obtained a decree from the civil court confirming the transfer

d. Registered the property in his own name

8) Which provision of the Transfer of Property Act, 1882 deals with the doctrine of part performance?

a. Section 52

b. Section 54

c. Section 53A

d. Section 55

9) What was the consideration mentioned in the above mentioned case?

a. The transfer must be for some form of consideration, making it a non-gratuitous contract

b. The contract must be gratuitous

c. Only monetary consideration in the form of cash is valid

d. Consideration need not be present if possession has been taken

10) If a transferee is already in possession of the property before the contract is entered into, What will happen to his valid claim of part performance?

a. He takes fresh possession after the contract is signed

b. He continues in possession specifically in part performance of the contract

c. He gets the property mutated in revenue records

d. He obtains a no-objection certificate from the transferor

11) The writing need not be signed by the transferor himself provided if it is signed by which person?

a. By the transferee as well

b. By a witness to the transaction

c. On behalf of the transferor

d. By the concerned revenue authority

12) What is the meaning of the doctrine of part performance is essentially equitable in nature?

a. Penalise the transferor for entering into an unregistered agreement

b. Protect the transferee who has acted to his detriment relying on the contract

c. Invalidate any subsequent sale made by the transferor

d. Automatically vest title in the transferee upon possession

13) How many conditions were stated by the Supreme Court in the above mentioned case to establish the defense of part performance?

a. 2

b. 3

c. 5

d. 4

14) What is the meaning of the term “action in ejectment by the owner” in the context of the above mentioned case?

a. A suit filed by the owner/transferor to evict the transferee from the property

b. A suit filed by the transferee to recover possession

c. A criminal complaint for trespass by the owner

d. An application for injunction filed by the transferee

15) Which of the following conditions was laid down in the above mentioned case?

a. Written contract + possession taken or continued + act in furtherance + willingness to perform

b. Oral contract + possession taken + act in furtherance + full payment made

c. Written contract + registration of contract + possession taken + willingness to perform

d. Written contract + possession taken + payment of stamp duty + full performance by transferee

Answers

1. Option b
2. Option a
3. Option d
4. Option b
5. Option c
6. Option d

7. Option a
8. Option c
9. Option a
10. Option b
11. Option c
12. Option b
13. Option d
14. Option a
15. Option a