



MEMORY OF IMPORTANT SECTIONS - CIVIL JUDGEMENT WRITING

**TP ACT -1882**

3. Interpretation clause- Explanation II – to have notice of the title
6. What may be transferred.- Spes- succession cannot be transferred
7. Persons competent to transfer.(S-11 Contract act)
- Restriction
10. Restriction on alienation is void(Absolute restraint is void)
11. Restriction on enjoyment is void. But beneficial enjoyment of another piece of land is not void.
40. Restrictive covenant on the sale deed can be enforced upon subsequent transferee.

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**44.** Transfer by one co-owner.,(S-44 Para-2 = **S-4 partition act**- Partition suit by transferee of share in dwelling-house.)

52. Transfer of property during case pending.(Doctrine of Lis pendens)

Protection of Bonafide Transferee

S.41 S.43

S.51 S.53 S.53A

41. Transfer by ostensible owner is not void.  
Estoppel will apply against the real owner of the property
43. Transfer by unauthorised person is not void who subsequently acquires interest in property transferred. Estoppel will prevent the owner bringing evidence.
51. Protection/ Compensation for bonafide transferee made improvement in the land under defective title.
53. Fraudulent transfer is not void, voidable at the option of creditor.  
Transfer with intent to defeat the creditor is not void.
- 53A. **Part performance.**(Agreement reg is mandatory under **Reg act 17-1A** )

Protection from eviction /Protection and retention of the possession

54. **Sale** Define, Contract for sale, Registration

55. Rights and liabilities of buyer and seller, unpaid vendor lien

58. **"Mortgage"**, 58b) Simple, 58c) Conditional sale, 58d) Usufructuary

59. Mortgage registration.

60. Right of mortgagor to redeem.(mortgagor right)

67. Right to foreclosure or sale.(mortgagee right)

68. Right to sue for mortgage money (mortgagee right)

105. **Lease** defined.

106. Presumption as to Duration of certain lease if no written agreement between the parties & Period of Notice to Quit

107. Leases registration.(compulsory if exceeding 1 year otherwise invalid)

108. Rights and liabilities of lesser and lessee , 108J Right to assign sublease unless untransferable right specified in the lease agreement (ie absence of an agreement to the contrary)

111. Determination of lease/Grounds for eviction

111.d )Merger of property

111 g) by forfeiture

111 h) on the expiration of notice to quit

116. Effect of Holding over the property(if lessor accepts the rent after determination period of lease ,lease will be renewed either yearly or monthly acc to leased)

122 . **Gift** (two) 123. Gift registration

**THE REGISTRATION ACT, 1908**

17. Documents of which registration is **compulsory**. & 17.1A for **53A TP act**

18. Documents of which registration is **optional**.

49. Effect of **non-registration** of documents required to be registered Under S -17.

Does not affect any immovable property transaction . However, it Can be accepted as evidence in a suit for Specific performance under S 10 of S. relief act

### THE SPECIFIC RELIEF ACT, 1963

#### Specific performance sections

**S-10:** S.performance. (I contract S:10 )what agreement are contract

S-12: Part performance of contract (admit compensation) **S -53A- TP act**

**S-21 :** Power to award compensation- (for breach of contract) The amount of compensation awarded shall be guided by **S-73** of Indian contract act.

#### Purchaser

S-13: Protection of purchaser right against person with no title or with imperfect title

S-17: Specific performance cannot be enforced in favour of vendor who has no title

S-19(b): Protection of bonafide purchaser / subsequent purchaser  
(or Sp.can be enforced in favour of subsequent transferee)

#### Sp.can not be enforced

S-14: Contracts not specifically enforced S-14C: Determinable nature

S-16: Who may not obtain specific performance

S-20: Substituted performance of contract

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S-22: Power to grant relief for possession partition, refund, money etc. (further relief)

#### Sections for possession/declaration/injunction

S-5,6,7 - Recovery of possession of immovable /movable (7)properties

S-26& 31- Instruments (RC) Rectification & Cancellation

S-34 - Declaration of status or right

S-36,38,39- Injunction (PPM)

S-41 - Injunction when refused (s-14c=41e)

### LIMITATION ACT ,1963

2(j). Definition Prescribed period = period of limitation (3 rd schedule) + calculation as per the limitation act )

3. Bar of limitation. suit shall be dismissed after the prescribed period. But, It bars only remedy not right provided in S-25 &27.

17. Effect of fraud or mistake. Lt period will begin to start after discovered the fraud.

25. Acquisition of easements by prescription for 20 Yr(**Easement act S-15**)

27. Extinguishment of right to property.(i e Adverse possession)

#### ARTICLES

**21.** For money lent under an agreement that it shall be payable on demand.- When the loan is made. .(3yr) 3Year for all other money related suit

**54.**For specific performance of a contract.- .(3yr) (**TP act part performance S 53A**)

**56.**To **declare** forgery of an instrument issued or registered- 3yr

**58.** To obtain any other **declaration**.- When the right to sue first accrues. .(3yr)

**59.** To cancel or set aside an instrument. (3yr)

**61.** Mortgagor rights (TP act – S-60)

a) to redeem or recover possession of immovable property (**30 Yr**)

b) to recover possession afterwards transferred by the mortgagee for a valuable consideration (12 yr) ex; usufructuary mortgage

**63)** Mortgagee rights

a) For foreclosure (**30 yr**)

b) For possession of immovable property mortgaged (12yr)if mortgagor default of price

64. For possession of immovable property based on previous possession **and not on title** (12 yr)

65. For possession of immovable property **based on title**.(12 yr)

### Indian Contract Act 1872

10 – What agreements are contracts? (Essentials of valid contracts)

11 – Who are competent to contract?

12 – What is a sound mind for the purposes of contracting?

13 – “Consent” defined.

14- “Free consent” defined.

19. **Voidability of agreements if** without free consent.

25. **Void –Agreement if** without consideration unless it is in writing and registered or a promise to compensate for something done or a promise to pay a debt barred by limitation law.

55. Agreement./contract become **voidable** if not performed at agreed time ; if time is essential of the contract

Agreement./contract is not voidable, if time is not essential in the contract.

(Entitle compensation due to delay performance - when time is not essential.)

**37.** Parties must perform the contract once entered into. Promises bind the representatives of the promisors in case of death of the promisors.

**73.** Compensation for loss or damage caused by breach of contract.

Compensation for failure to discharge obligation

### THE INDIAN EASEMENTS ACT, 1882

4. “Easement” defined. Dominant and servient heritages and owners.

**15.** Acquisition by prescription.(= limitation act – s-25)

### THE INDIAN STAMP ACT, 1899

3. Instruments chargeable with duty. Ex Pro note

35. Instruments not duly stamped **inadmissible in evidence**, etc.

### THE COURT-FEES ACT,1870

7. Computation of fees payable in certain suits

### THE NEGOTIABLE INSTRUMENTS ACT, 1881

S- 4,5 &6 Defined Promissory note ,Bill of exchange, Cheque (PBC)

18. Where amount is stated differently in figures and words, amount stated in words shall be undertaken.

19.If no time for payment is specified , Instruments payable on demand.

118. Presumptions as to negotiable instruments. (a) of consideration; (b) as to date; (c) as to time of acceptance; (d) as to time of transfer;(e) as to order of indorsements; (f) as to stamp; (g) that holder is a holder in due course;

119. Presumption on proof of protest.

138. Dishonour of cheque for insufficiency, etc., of funds in the account.

139. Presumption in favour of holder.

#### Money suit

Tamil Nadu Money Lenders Act, 1957- Moneylenders should hold valid money lender license from revenue dept and maintain records

Tamil Nadu Prohibition of Charging Exorbitant Interest Act, 2003

### CIVIL PROCEDURE CODE -1908

9. Courts to try all civil suits unless barred

10. Stay of suit

11. Res judicata

20. Other suits to be instituted where defendants reside or cause of action arises

34. Interest

35. Costs

80. Notice

**02Rule 2.** Suit to include the whole claim. Relinquishment of part of claim. Omission to sue for one of several reliefs.

**08Rule 6A.** Counter-claim by defendant

**010Rule 2. Framing issues - Oral examination of party.**

**020 Rule11.**Decree may direct payment by installments – order, after decree, for payment by installments

**029 Rule1** . Subscription and verification of pleading.

**Order 34**– Suits relating to immovable property

**034 Rule 7.** Preliminary decree in redemption suit.

**Order 37**- Summary Procedure On Negotiable Instruments

#### **THE HINDU MINORITY AND GUARDIANSHIP ACT, 1956**

Natural guardians

6. Natural guardians of a Hindu minor.

7. Natural guardianship of adopted son.

8. Powers of natural guardian.

#### **. HINDU SUCCESSION ACT, 1956**

8. General rules of succession in the case of **males**.

9. Order of succession among heirs in the Schedule.

15. General rules of succession in the case of **Females**.

16. Order of succession and manner of **Distribution of property** among heirs of female hindu.

**19. Mode of succession** of if two or more heirs succeed together to the property of an intestate they shall take the property per capita not per stripes.

#### **THE HINDU ADOPTIONS AND MAINTENANCE ACT, 1956**

**19. Maintenance of widowed daughter-in-law.** 20. Maintenance of children and aged parents. 21. Dependants defined. 22. Maintenance of dependants. **23. Amount of maintenance**



**Eagle Law institute**