



## FACULTY OF JURIDICAL SCIENCES

COURSE: LL.B. 1st Semester

SUBJECT: Law of Property

SUBJECT CODE: LL. B.104

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# Lecture-32



### **Revocation or suspension of gift (Section 126):**

Section 126 of Transfer of Property Act states the ground of revocation and suspension of gifts:

1. A gift can be revoked if there is a failure of consideration and if it were a contract then it might get rescinded.
2. If the validity of a gift is dependent on any specified event, and that of such specified event is not depend on the will of the donor then the gift can be suspended or revoked,

Save as aforesaid, a gift cannot be revoked.

Nothing contained in this section shall be deemed to affect the rights of transferees for consideration without notice.

### **Illustrations:**

(a) A gives a field to B, reserving to himself, with B's assent, the right to take back the field in case B and his descendants dies before A. B dies without descendants in A's lifetime. A may take back the field.

(b) A gives a lakh of rupees to B, reserving to himself, with B's assent, the right to take back at pleasure Rs. 10,000 out of the lakh. The gift holds good as to Rs. 90,000, but is void as to Rs. 10,000, which continue to belong to A.

### **Onerous gift (section 127):**

Onerous gift is defined under section 127 of Transfer of Property Act which stated that when a gift is in a form of single transfer and is to be made to the same person with several things where one or two can be and others are not, created a burden on the donee that the donee can take nothing until he has accepted it fully.

Whereas, a gift is in a form of two or more separate transfers, which is made to the same person with several things then in this situation a donee is under liberty to accept the one of them and rejects the other.

Onerous gift is based upon the maxim “**Qui sentit commodum, sentire debet et onus**”. It means that one who receives the advantage must have to bear the burden.

When a donee is not competent to make a contract and accepted the property which is burdened by and that time he is not bound by his obligation. But, as soon as he becomes competent to make contract and being aware about his obligation, he can retain back his property and becomes bound of it.

### **Illustrations:**

(a) A has shares in X, a prosperous Joint stock company, and also shares in Y, a joint stock company in difficulties. Heavy calls are expected in respect of the shares in Y. A gives B all his shares in joint stock companies. B refuses to accept the shares in Y. He cannot take the shares in X.

(b) A, having a lease for a term of years of a house at a rent which he and his representatives are bound to pay during the term, and which is more than the house can be let for, gives to B the lease, and also, as a separate and independent transaction, a sum of money. B refuses to accept the lease. He does not by this refusal forfeit the money.

### **Universal done (section 128):**

Universal donee is defined under the section 128 of Transfer of Property Act, 1832 which means that when the transfer is made, whole donor's property of is being transferred to the donee with all the debts due by and with the liabilities of the donor at the time when the gift is made and the donee is personally liable.

## MCQ

1 A universal donee is liable to the creditors of the donor. The liability of the universal donee is:

- (a) personal
- (b) based on pious obligation
- (c) limited to a reasonable amount
- (d) to the extent of the value of the gifted property in his hand

2. Concept of 'onerous gift' is embodied in which Section of Transfer of Property Act?

- (a) Section 125
- (b) Section 127 ...
- (c) Section 128
- (d) Section 129

3. In which Section of Transfer of Property Act Onerous gift is provided?

- (a) Section 127
- (b) Section 126
- (c) Section 125
- (d) Section 124

4. Universal donee is:

- (a) Not liable for any debtor liabilities
- (b) Donee is personally liable for all debts to liabilities existing at the time of gift
- (c) Donee is only liable for half of the liabilities
- (d) Donee is only liable for the one third of liabilities

5 An universal donee is liable to the creditors of the donor. The liability of the Universal donee is :

- (a) Personal
- (b) based on pious obligation
- (c) By an instrument in writing signed by transferor
- (d) By a registered instrument attested by two witnesses