

## **Definition and meaning of easement:**

### **Section 4: “Easement” defined -**

An easement is a right which the owner or occupier of certain land possesses, as such, for the beneficial enjoyment of that land, to do and continue to do something, or to prevent and continue to prevent something being done, in or upon, or in respect of certain other land not his own.

### **Dominant and servient heritages and owners**

The land for the beneficial enjoyment of which the right exists is called the dominant heritage, and the owner or occupier thereof the dominant owner; the land on which the liability is imposed is called the servient heritage, and the owner or occupier thereof the servient owner.

### Explanation

In the first and second clauses of this section, the expression “land” includes also things permanently attached to the earth; the expression “beneficial enjoyment” includes also possible convenience, remote advantage, and even a mere amenity; and the expression “to do something” includes removal and appropriation by the dominant owner, for the beneficial enjoyment of the dominant heritage, of any part of the soil of the servient heritage, or anything growing or subsisting thereon.

### **Illustrations**

- (a) A, as the owner of a certain house, has a right of way thither over his neighbour B’s land for purposes connected with the beneficial enjoyment of the house. This is an easement.
- (b) A, as the owner of a certain house, has the right to go on his neighbour B’s land, and to take water for the purposes of his household, out of a spring therein. This is an easement.
- (c) A, as the owner of a certain house, has the right to conduct water from B’s stream to supply the fountain in the garden attached to the house. This is an easement.
- (d) A, as the owner of a certain house and farm, has the right to graze a certain number of his own cattle on B’s field, or to take, for the purpose of being used

in the house, by himself, his family, guests, lodgers and servants, water or fish out of C's tank, or timber out of D's wood, or to use, for the purpose of manuring his land, the leaves which have fallen from the trees on E's land. These are easements.

- (e) A dedicates to the public the right to occupy the surface of certain land for the purpose of passing and re-passing. This right is not an easement.
- (f) A is bound to cleanse a watercourse running through his land and keep it free from obstruction for the benefit of B, a lower riparian owner. This is not an easement.

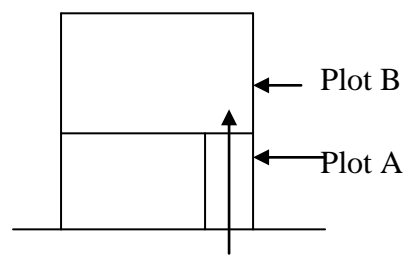
### Various types of rights which can be acquired by easement:

The various rights which can be acquired by way of easement are –

- right to way,
- right to light/air,
- right to support
- right to dispose rain water
- right to draw water from other's channel etc.

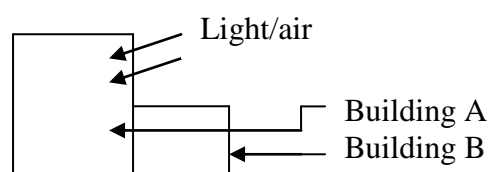
Some of these rights are explained with the help of sketches as mentioned below:

#### 1. Right to way



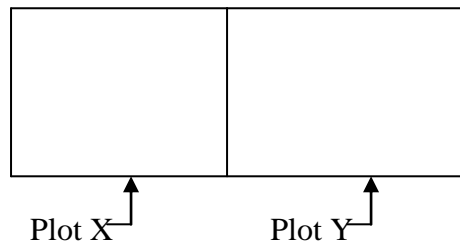
In the above sketch owner of Plot B has a right to pass through Plot A, which is an easement right of way.

#### 2. Right to light/air

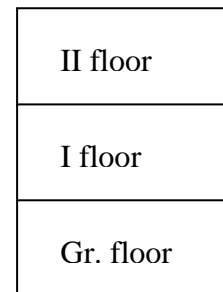


In the above sketch, light and air enters the building A through the open space above building B. This is the easement right enjoyed by the owner of building A over the owner of building B. Therefore, owner of building B can not extend his building in such a way as it obstruct the light and air passing to building A.

### 3. Right to support



Sketch A

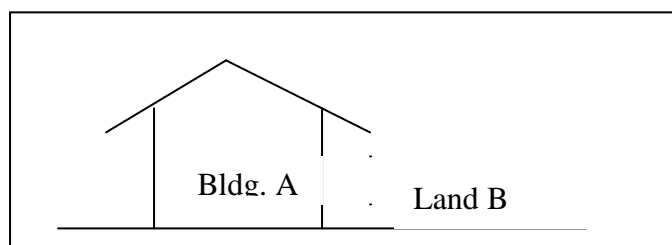


Sketch B

In the above sketch A, Plot X and Plot Y are the two adjoining plots of land. Both the plots enjoy the right to support against each other in such a way that owner of neither plot can excavate his own land so as to endanger the other land.

In sketch B, there is a three storied building, wherein the owner of II floor enjoys the right to support over I floor and ground floor and owner of I floor enjoys the same over the ground floor.

### 4. Right to dispose rain water



In the above sketch owner of building A has a right to dispose off the rain water through open land B. Owner of land B can develop his land in such a way that this disposal is obstructed.

## **Section – 8 - Who may impose easements**

An easement may be imposed by any one in the circumstances, and to the extent, in and to which he may transfer his interest in the heritage on which the liability is to be imposed.

### **Illustrations**

- (a) A is tenant of B's land under a lease for an unexpired term of twenty years, and has power to transfer his interest under the lease. A may impose an easement on the land to continue during the time that the lease exists or for any shorter period.
- (b) A is tenant for his life of certain land with remainder to B absolutely. A cannot, unless with B's consent, impose an easement thereon which will continue after the determination of his life interest.
- (c) A, B and C are co-owners of certain land. A cannot, without the consent of B and C, impose an easement on the land or on any part thereof.
- (d) A and B are lessees of the same lessor, A of a field X for a term of five years, and B of a field Y for a term of ten years. A's interest under his lease is transferable; B's is not. A may impose on X, in favour of B, a right of way terminable with A's lease.

## **Section – 9 - Servient owners**

Subject to the provisions of Section 8, a servient owner may impose on the servient heritage any easement that does not lessen the utility of the existing easement. But he cannot, without the consent of the dominant owner, impose an easement on the servient heritage which would lessen such utility.

### **Illustrations**

- (a) A has, in respect of his mill, a right to the uninterrupted flow thereto, from sunrise to noon, of the water of B's stream. B may grant to C the right to divert the water of the stream from noon to sunset, provided that A's supply is not thereby diminished.

- (b) A has, in respect of his house, a right of way over B's land. B may grant to C, as the owner of a neighbouring farm, the right to feed his cattle on the grass growing on the way; provided that A's right of way is not thereby obstructed.

### **Section – 10 - Lease and mortgagor**

Subject to the provisions of Section 8, a lessor may impose, on the property leased, any easement that does not derogate from the rights of the lessee as such, and a mortgagor may impose, on the property mortgaged, any easement that does not render the security insufficient. But a lessor or mortgagor cannot, without the consent of the lessee or mortgagee, impose any other easement on such property, unless it be to take effect on the termination of the lease or the redemption of the mortgage.

#### **Explanation**

A security is insufficient within the meaning of this section unless the value of the mortgaged property exceeds by one-third, or, if consisting of buildings, exceeds by one-half, the amount for the time being due on the mortgage.

### **Section – 11 - Lessee**

No lessee or other person having a derivative interest may impose on the property held by him as such an easement to take effect after the expiration of his own interest, or in derogation of the right of the lessor or the superior proprietor.

### **Section – 12- Who may acquire easements**

An easement may be acquired by the owner of the immovable property for the beneficial enjoyment of which the right is created, or on his behalf, by any person in possession of the same.

One of two or more co-owners of immovable property may, as such, with or without the consent of the other or others, acquire an easement for the beneficial enjoyment of such property.

No lessee of immovable property can acquire, for the beneficial enjoyment of other immovable property of his own, an easement in or over the property comprised in his lease.

### **Section – 13- Easements of necessity and quasi-easements**

Where one person transfers or bequeaths immovable property to another –

- (a) If an easement in other immovable property of the transferor or testator is necessary for enjoying the subject of the transfer or bequest, the transferee or legatee shall be entitled to such easement; or
- (b) If such an easement is apparent and continuous and necessary for enjoying the said subject as it was enjoyed when the transfer or bequest took effect, the transferee or legatee shall, unless a different intention is expressed or necessarily implied, be entitled to such easement;
- (c) If an easement in the subject of the transfer or bequest is necessary for enjoying other immovable property of the transferor or testator, the transferor or the legal representative of the testator shall be entitled to such easement; or
- (d) If such an easement is apparent and continuous and necessary for enjoying the said property as it was enjoyed when the transfer or bequest took effect, the transferor, or the legal representative of the testator, shall, unless a different intention is expressed or necessarily implied, be entitled to such easement.

Where a partition is made of the joint property several persons,

- (e) If an easement over the share of one of them is necessary for enjoying the share of another of them, the latter shall be entitled to such easement, or
- (f) If such an easement is apparent and continuous and necessary for enjoying the share of the latter as it was enjoyed when the partition took effect, he shall, unless the different intention is expressed or necessarily implied, be entitled to such easement.

The easements mentioned in this section, clauses (a), (c) and (e), are called easements of necessity.

Where immovable property passes by operation of law, the persons from and to whom it so passes are, for the purpose of this section, to be deemed, respectively, the transferor and transferee.

### **Illustrations**

- (a) A sells B a field then used for agricultural purposes only. It is inaccessible except by passing over A's adjoining land or by trespassing on the land of a stranger. B is entitled to a right of way, for agricultural purposes only, over A's adjoining land to the field sold.
- (b) A, the owner of two fields, sells one to B, and retains the other. The field retained was, at the date of the sale, used for agricultural purposes only, and is inaccessible except by passing over the field sold to B. A is entitled to a right of way, for agricultural purposes only, over B's field to the field retained.
- (c) A sells B a house with windows overlooking A's land, which A retains. The light which passes over A's land to the windows is necessary for enjoying the house as it was enjoyed when the sale took effect. B is entitled to the light, and cannot afterwards obstruct it by building on his land.
- (d) A sells B a house with windows overlooking A's land. The light passing over A's land to the windows is necessary for enjoying the house as it was enjoyed when the sale took effect. Afterwards A sells the land to C. Here C cannot obstruct the light by building on the land, for he takes it subject to the burdens to which it was subject in A's hands.
- (e) A is the owner of a house and adjoining land. The house has windows overlooking the land. A simultaneously sells the house to B and the land to C. The light passing over the land is necessary for enjoying the house as it was enjoyed when the sale took effect. Here A impliedly grants B a right to the light, and C takes the land subject to the restriction that he may not build so as to obstruct such light.
- (f) A is the owner of a house and adjoining land. The house has windows overlooking the land. A, retaining the house, sells the land to B, without expressly reserving any easement. The light passing over the land is necessary for enjoying the house as it was enjoyed when the sale took effect. A is entitled to the light, and B cannot build on the land so as to obstruct such light.
- (g) A, the owner of a house, sells B a factory built on adjoining land. B is entitled, as against A, to pollute the air, when necessary, with smoke and vapours from the factory.
- (h) A, the owner of two adjoining houses, Y and Z; sells Y to B, and retains Z. B is entitled to the benefit of all the gutters and drains common to the two houses and necessary for enjoying Y as it was enjoyed when the sale took

effect, and A is entitled to the benefit of all the gutters and drains common to the two houses and necessary for enjoying Z as it was enjoyed when the sale took effect.

- (i) A, the owner of two adjoining buildings, sells one to B, retaining the other. B is entitled to a right to lateral support from A's building, and A is entitled to a right to lateral support from B's building.
- (j) A, the owner of two adjoining buildings, sells one to B and the other to C. C is entitled to lateral support from B's building, and B is entitled to lateral support from C's building.
- (k) A grants lands to B for the purpose of building a house thereon. B is entitled to such amount of lateral and subjacent support from A's land as is necessary for the safety of the house.
- (l) Under the Land Acquisition Act, 1870, a Railway Company compulsorily acquires a portion of B's land for the purpose of making a siding. The Company is entitled to such amount of lateral support from B's adjoining land as is essential for the safety of the siding.
- (m) Owing to the partition of joint property, A becomes the owner of an upper room in a building, and B becomes the owner of the portion of the building immediately beneath it. A is entitled to such amount of vertical support from B's portion as is essential for the safety of the upper room.
- (n) A lets a house and grounds to B for a particular business. B has no access to them other than by crossing A's land. B is entitled to a right of way over that land suitable to the business to be carried on by B in the house and grounds.

### **Section – 15- Acquisition by prescription**

Where the access and use of light or air to and for any building have been peaceably enjoyed therewith, as an easement, without interruption, and for twenty years,

and where support from one person's land, or things affixed thereto, has been peaceably received by another person's land subjected to artificial pressure, or by things affixed thereto, as an easement, without interruption, and for twenty years,



and where a right of way or any other easement has been peaceably and openly enjoyed by any person claiming title thereto, as an easement and as of right, without interruption, and for twenty years,

the right, to such access and use of light of air, support, or other easement, shall be absolute.

Each of the said periods of twenty years shall be taken to be a period ending within two years next before the institution of the suit wherein the claim to which such period relates is contested.

#### Explanation – I

Nothing is an enjoyment within the meaning of this section when it has been had in pursuance of an agreement with the owner or occupier of the property over which the right is claimed, and it is apparent from the agreement that such right has not been granted as an easement, or, if granted as an easement, that it has been granted for a limited period, or subject to a condition on the fulfillment of which it is to cease.

#### Explanation – II

Nothing is an interruption within the meaning of this section unless where there is an actual cessation of the enjoyment by reason of an obstruction by the act of some person other than the claimant, and unless such obstruction is submitted to or acquiesced in for one year after the claimant has notice thereof, and of the person making or authorizing the same to be made.

#### Explanation – III

Suspension of enjoyment in pursuance of a contract between the dominant and servient owners is not an interruption within the meaning of this section.

#### Explanation – IV

In the case of an easement to pollute water, the said period of twenty years begins when the pollution first prejudices perceptibly the servient heritage.

When the property over which a right is claimed under this section belongs to Government, this section shall be read as if, for the words “twenty years” the words “thirty years” were substituted.

## **Illustrations**

- (a) A suit is brought in 1883 for obstructing a right of way. The defendant admits the obstruction but denies the right of way. The plaintiff proves that the right was peaceably and openly enjoyed by him, claiming title thereto, as an easement, and as of right, without interruption, from 1<sup>st</sup> January, 1862, to 1<sup>st</sup> January, 1882. the plaintiff entitled to judgement.
- (b) In a like suit the plaintiff shows that the right was peaceably and openly enjoyed by him for twenty years. The defendant proves that for a year of that time the plaintiff was entitled to possession of the servient heritage as lessee thereof and enjoyed the right as such lessee. The suit shall be dismissed, for the right of way has not been enjoyed “as an easement” for twenty years.
- (c) In a like suit the plaintiff shows that the right was peaceably and openly enjoyed by him for twenty years. The defendant proves that the plaintiff on one occasion during the twenty years had admitted that the user was not of right and asked his leave to enjoy the right. The suit shall be dismissed, for the right of way has not been enjoyed “as of right” for twenty years.

### **Section – 17- Rights which cannot be acquired by prescription**

Easements acquired under Section 15 are said to be acquired by prescription, and are called prescriptive rights.

Name of the following rights can be so acquired –

- (a) a right which would tend to the total destruction of the subject of the right, or the property on which, if the acquisition were made, liability would be imposed;
- (b) a right to the free passage of light or air to an open space of ground;
- (c) a right to surface-water not flowing in a stream and not permanently collected in a pool, tank or otherwise;
- (d) a right to underground water not passing in a defined channel.

### **Section – 18- Customary easements**

An easement may be acquired in virtue of a local custom. Such easements are called customary easements.

### **Illustrations**

- (a) By the custom of a certain village every cultivator of village land is entitled, as such, to graze his cattle on the common pasture. A having become the tenant of a plot of uncultivated land in the village breaks up and cultivates that plot. He thereby acquires an easement to graze his cattle in accordance with the custom.
- (b) By the custom of a certain town no owner or occupier of a house can open a new window therein so as substantially to invade his neighbour's privacy. A builds a house in the town near B's house. A thereupon acquires an easement that B shall not open new windows in his house so as to command a view of the portions of A's house which are ordinarily excluded from observation, and B acquire a like easement with respect to A's house.

### **Section – 19- Transfer of dominant heritage passes easement**

Where the dominant heritage is transferred or devolves, by act of parties or by operation of law, the transfer or devolution shall, unless a contrary intention appears, be deemed to pass the easement to the person in whose favour the transfer or devolution takes place.

### **Illustrations**

A has certain land to which a right of way is annexed. A lets the land to B for twenty years. The right of way vests in B and his legal representatives so long as the lease continues.

### **Section – 28- Extent of easements**

With respect to the extent of easements and the mode of their enjoyment, the following provisions shall take effect :-

#### **Easement of necessity**

An easement of necessity is co-extensive with the necessity as it existed when the easement was imposed.

#### **Other easements**

The extent of any other easement and the mode of its enjoyment must be fixed with reference to the probable intention of the parties, and the purpose for which the right was imposed or acquired.

In the absence of evidence as to such intention and purpose :-

(a) **Right of way**

A right of way of any one kind does not include a right of way of any other kind;

(b) **Right to light or air acquired by grant**

the extent of a right to the passage of light or air to a certain window, door or other opening, imposed by a testamentary or non-testamentary instrument, is the quantity of light or air that entered the opening at the time the testator died or the non-testamentary instrument was made;

(c) **Prescriptive right to light or air**

The extent of a prescriptive right to the passage of light or air to a certain window, door or other opening is that quantity of light or air which has been accustomed to enter that opening during the whole of the prescriptive period irrespectively of the purpose for which it has been used;

(d) **Prescriptive right to pollute air or water**

The extent of a prescriptive right to pollute air or water is the extent of the pollution at the commencement of the period of user on completion of which the right arose; and

(e) **Other prescriptive rights**

The extent of every other prescriptive right and the mode of its enjoyment must be determined by the accustomed user of the right.

**Section – 37 - Extinction by dissolution of right of servient owner**

When, from a cause which preceded the imposition of an easement, the person by whom it was imposed ceases to have any right in the servient heritage, the easement is extinguished.

### Exception

Nothing in this section applies to an easement lawfully imposed by a mortgagor in accordance with Section 10.

### **Illustrations**

- (a) A transfers Sultanpur to B on condition that he does not marry C. B imposes an easement on Sultanpur. Then B marries C. B's interest in Sultanpur ends, and with it the easement is extinguished.
- (b) A, in 1860, let Sultanpur to B for thirty years from the date of the lease. B, in 1861, imposes an easement on the land in favour of C, who enjoys the easement peaceably and openly as an easement without interruption for twenty-nine years, B's interest in Sultanpur then ends, and with it C's easement.
- (c) A and B, tenants of C, have permanent transferable interests in their respective holdings. A imposes on his holding an easement to draw water from a tank for the purpose of irrigating B's land. B enjoys the easement for twenty years. Then A's rent falls into arrear and his interest is sold. B's easement is extinguished.
- (d) A mortgages Sultanpur to B, and lawfully imposes an easement on the land in favour of C in accordance with the provisions of Section 10. The land is sold to D in satisfaction of the mortgage-debt. The easement is not thereby extinguished.

### **Section – 38 - Extinction by release**

An easement is extinguished when the dominant owner releases it, expressly or impliedly, to the servient owner.

Such release can be made only in the circumstances to the extent in and to which the dominant owner can alienate the dominant heritage.

An easement may be released as to part only of the servient heritage.

#### Explanation – I

An easement is impliedly released –

- (a) where the dominant owner expressly authorizes an act of a permanent nature to be done on the servient heritage, the necessary consequence of which is to prevent his future enjoyment of the easement, and such act is done in pursuance of such authority;
- (b) where any permanent alteration is made in the dominant heritage of such a nature as to show that the dominant owner intended to cease to enjoy the easement in future.

#### Explanation – II

Mere non-user of an easement is not an implied release within the meaning of this section.

### **Illustrations**

- (a) A, B and C are co-owners of a house to which an easement is annexed. A, without the consent of B and C, releases the easement. This release is effectual only as against A and his legal representative.
- (b) A grants B an easement over A's land for the beneficial enjoyment of his house. B assigns the house to C. B then purports to release the easement. The release is ineffectual.
- (c) A, having the right to discharge his eavesdroppings into B's yard, expressly authorizes B to build over this yard to a height which will interfere with the discharge. B builds accordingly. A's easement is extinguished to the extent of the interference.
- (d) A, having an easement of light to a window, builds up that window with bricks and mortar so as to manifest an intention to abandon the easement permanently. The easement is impliedly released.
- (e) A, having a projecting roof by means of which he enjoys easement to discharge eaves droppings on B's land permanently alters the roof so as to

direct the rain-water into a different channel and discharge it on C's land. The easement is impliedly released.

**Section – 39 - Extinction by revocation**

An easement is extinguished when the servient owner, in exercise of power reserved in this behalf, revokes the easement.

**Section – 40 - Extinction on expiration of limited period or happening of dissolving condition**

An easement is extinguished where it has been imposed for a limited period, or acquired on condition that it shall become void on the performance or non-performance of a specified act, and the period expires or the condition is fulfilled.

**Section – 41 - Extinction on termination of necessity**

An easement of necessity is extinguished when the necessity comes to an end.

**Illustrations**

A grants B a field inaccessible except by passing over A's adjoining land. B afterwards purchases a part of that land over which he can pass to his field. The right of way over A's land which B had acquired is extinguished.

**Section – 42 - Extinction of useless easement**

An easement is extinguished when it becomes incapable of being at any time and under any circumstances beneficial to the dominant owner.

**Section – 43 - Extinction by permanent change in dominant heritage**

Where, by, any permanent change in the dominant heritage, the burden on the servient heritage is materially increased and cannot be reduced by the servient owner without interfering with the lawful enjoyment of the easement, the easement is extinguished unless –

- (a) it was intended for the beneficial enjoyment of the dominant heritage, to whatever extent the easement should be used; or
- (b) the injury caused to the servient owner by the change is so slight that no reasonable person would complain of it; or

- (c) the easement is an easement of necessity.

Nothing in this section shall be deemed to apply to one easement entitling the dominant owner to support of the dominant heritage.

**Section – 44- Extinction on permanent alteration of servient heritage by superior force**

An easement is extinguished where the servient heritage is by superior force so permanently altered that the dominant owner can no longer enjoy such easement :

Provided that, where a way of necessity is destroyed by superior force, the dominant owner has a right to another way over the servient heritage; and the provisions of Section 14 apply to such way.

**Illustrations**

- (a) A grants to B, as the owner of a certain house, a right to fish in a river running through A's land. The river changes its course permanently and runs through C's land. B's easement is extinguished.
- (b) Access to a path over which A has a right of way is permanently cut off by an earthquake. A's right is extinguished.

**Section – 45- Extinction by destruction of either heritage**

A has a right of way over a road running along the foot of a sea-cliff. The road is washed away by a permanent encroachment of the sea. A's easement is extinguished.

**Section – 46- Extinction by unity of ownership**

An easement is extinguished when the same person becomes entitled to the absolute ownership of the whole of the dominant and servient heritages.

**Illustrations**



- (a) A, as the owner of a house, has a right of way over B's field. A mortgages his house, and B mortgages his field to C. Then C forecloses both mortgages and becomes thereby absolute owner of both house and field. The right of way is extinguished.
- (b) The dominant owner acquires only part of the servient heritage : the easement is not extinguished, except in the case illustrated in Section 41.
- (c) The servient owner acquires the dominant heritage in connection with a person; the easement is not extinguished.
- (d) the separate owners of two separate dominant heritages jointly acquire the heritage which is servient to the two separate heritages; the easements are not extinguished.
- (e) The joint owners of the dominant heritage jointly acquire the servient heritage; the easement is extinguished.
- (f) A single right of way exists over two servient heritages for the beneficial enjoyment of a single dominant heritage. The dominant owner acquires only one of the servient heritages. The easement is not extinguished.
- (g) A has a right of way over B's road. B dedicates the road to the public. A's right of way is not extinguished.

#### **Section – 47 - Extinction by non-enjoyment**

A continuous easement is extinguished when it totally ceases to be enjoyed as such for an unbroken period of twenty years.

A discontinuous easement is extinguished when, for a like period, it has not been enjoyed as such.

Such period shall be reckoned, in the case of a continuous easement, from the day on which its enjoyment was obstructed by the servient owner, or rendered impossible by the dominant owner; and, in the case of a discontinuous easement, from the day on which it was last enjoyed by any person as dominant owner :

Provided that if, in the case of a discontinuous easement, the dominant owner, within such period, registers, under the Indian Registration Act, III of 1877, a declaration of his intention to retain such easement, it shall not be extinguished until a period of twenty years has elapsed from the date of the registration.

Where an easement can be legally enjoyed only at a certain place, or at certain times, or between certain hours, or for a particular purpose, its enjoyment during the said period at another place, or at other times, or between other hours, or for another purpose, does not prevent its extinction under this section.

The circumstance that, during the said period, no one was in possession of the servient heritage, or that the easement could not be enjoyed, or that a right accessory thereto was enjoyed, or that the dominant owner was not aware of its existence, or that he enjoyed it in ignorance of his right to do so, does not prevent its extinction under this section.

An easement is not extinguished under this section –

- (a) Where the cessation is in pursuance of contract between the dominant and servient owners;
- (b) where the dominant heritage is held in co-ownership, and one of the co-owners enjoys the easement within the said period; or
- (c) where the easement is necessary easement.

Where several heritages are respectively subject to rights of way for the benefit of a single heritage, and the ways are continuous, such rights shall, for the purposes of this section, be deemed to be a single easement.

#### **Illustration**

A has, as annexed to his house, rights of way from the high road thither over the heritages X and Z and the intervening heritage Y. Before the twenty years expire, A exercises his right of way over X. His rights of way over Y and Z are not extinguished.

#### **Section – 48- Extinction of accessory rights**

When an easement is extinguished, the rights (if any) accessory thereto are also extinguished.

#### **Illustration**

A has an easement to draw water from B's well. As accessory thereto, he has a right of way over B's land to and from the well. The easement to draw water is extinguished under Section 47. The right of way is also extinguished.

### **Section – 49- Suspension of easement**

An easement is suspended when the dominant owner becomes entitled to possession of the servient heritage for a limited interest therein, or when the servient owner becomes entitled to possession of the dominant heritage for a limited interest therein.

### **Section – 52- "Licence" defined**

Where one person grants to another, or to a definite number of other persons, a right to do, or continue to do, in or upon the immovable property of the grantor, something which would, in the absence of such right, be unlawful, and such right does not amount to an easement or an interest in the property, the right is called a licence.

### **Section – 53- Who may grant licence**

A licence may be granted by any one in the circumstance and to the extent in and to which he may transfer his interests in the property affected by the licence.

### **Section – 54- Grant may be express or implied**

The grant of a licence may be express or implied from the conduct of the grantor, and an agreement which purports to create an easement, but is ineffectual for that purpose, may operate to create a licence.

### **Section – 60- Licence when revocable**

A licence may be revoked by grantor, unless –

- (a) it is coupled with a transfer of property and such transfer is in force,
- (b) the licensee, acting upon the licence, has executed a work of a permanent character and incurred expenses in the execution.

### **Section – 62- Licence when deemed revoked**

A licence is deemed to be revoked –

- (a) when, from a cause preceding the grant of it, the grantor ceases to have any interest in the property affected by the licence;
- (b) when the licensee releases it, expressly or impliedly, to the grantor or his representative;
- (c) where it has been granted for a limited period, or acquired on condition that it shall become void on the performance or non-performance of a specified act, and the period expires, or the condition is fulfilled ;
- (d) where the property affected by the licence is destroyed or by superior force so permanently altered that the licensee can no longer exercise his right;
- (e) where the licensee becomes entitled to the absolute ownership of the property affected by the licence;
- (f) where the licence is granted for a specified purpose and the purpose is attained or abandoned, or becomes impracticable;
- (g) where the licence is granted to the licensee as holding a particular office, employment or character, and such office, employment or character ceases to exist;
- (h) where the licence totally ceases to be used as such for an unbroken period of twenty years, and such cessation is not in pursuance of a contract between the grantor and the licensee;
- (i) in the case of an accessory licence, when the interest or right to which it is accessory ceases to exist.