

THE SPECIFIC RELIEF ACT, 1963

BARE ACT

Corrida Legal presents the Bare Act Series, sourced from official texts and supported with an executive summary designed to help readers grasp the essence of the law with ease.

NOTE:

An Executive Summary of the Specific Relief Act, 1963 is included towards the end of this document, right after the full bare act of the statute. This summary helps professionals, business owners, compliance officers, HR managers, legal practitioners, and students quickly understand the key provisions relating to specific performance of contracts, recovery of possession of property, rectification and cancellation of instruments, declaratory decrees, preventive relief through injunctions, substituted performance of contracts, limitation on granting relief, penalties for non-compliance, and enforcement mechanisms, without having to read the entire text.

The Specific Relief Act, 1963 Summary provides a clear, practical, and time-saving guide for anyone looking to understand India's framework on remedies in civil law, ensure compliance in contractual and property matters, manage litigation risks effectively, and stay aligned with statutory requirements under the Specific Relief Act bare act.

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THE SPECIFIC RELIEF ACT, 1963

ACT NO. 47 OF 1963

[13th December, 1963.]

An Act to define and amend the law relating to certain kinds of specific relief.

BE it enacted by Parliament in the Fourteenth Year of the Republic of India as follow:—

PART I

PRELIMINARY

1. Short title, extent and commencement.—(1) This Act may be called the Specific Relief Act, 1963.

(2) It extends to the whole of India ¹[***].

(3) It shall come into force on such date² as the Central Government may, by notification in the Official Gazette, appoint.

2. Definitions.—In this Act, unless the context otherwise requires,—

(a) “obligation” includes every duty enforceable by law;

(b) “settlement” means an instrument (other than a will or codicil as defined by the Indian Succession Act, 1925 (39 of 1925), whereby the destination or devolution of successive interests in movable or immovable property is disposed of or is agreed to be disposed of;

(c) “trust” has the same meaning as in section 3 of the Indian Trusts Act, 1882 (2 of 1882), and includes an obligation in the nature of a trust within the meaning of Chapter IX of that Act;

(d) “trustee” includes every person holding property in trust;

(e) all other words and expressions used herein but not defined, and defined in the Indian Contract Act, 1872 (9 of 1872), have the meanings respectively assigned to them in that Act.

3. Savings.—Except as otherwise provided herein, nothing in this Act shall be deemed—

(a) to deprive any person of any right to relief, other than specific performance, which he may have under any contract; or

(b) to affect the operation of the Indian Registration Act, 1908 (16 of 1908), on documents.

4. Specific relief to be granted only for enforcing individual civil rights and not for enforcing penal laws.—Specific relief can be granted only for the purpose of enforcing individual civil rights and not for the mere purpose of enforcing a penal law.

PART II

SPECIFIC RELIEF

CHAPTER I

RECOVERING POSSESSION OF PROPERTY

5. Recovery of specific immovable property.—A person entitled to the possession of specific immovable property may recover it in the manner provided by the Code of Civil Procedure, 1908 (5 of 1908).

6. Suit by person dispossessed of immovable property.—(1) If any person is dispossessed without his consent of immovable property otherwise than in due course of law, he or any person ³[through whom

1. The words "except the State of Jammu and Kashmir" omitted by Act 34 of 2019, s. 95 and 96 and the Fifth Schedule (w.e.f. 31-10-2019).

2. 1st March, 1964, vide notification No. S.O. 189, dated 13th January, 1964, see Gazette of India, Extraordinary, Part II, sec. 3(ii).

3. Ins. by Act 18 of 2018, s. 2 (w.e.f. 1-10-2018).

he has been in possession or any person] claiming through him may, by suit, recover possession thereof, notwithstanding any other title that may be set up in such suit.

(2) No suit under this section shall be brought—

- (a) after the expiry of six months from the date of dispossession; or
- (b) against the Government.

(3) No appeal shall lie from any order or decree passed in any suit instituted under this section, nor shall any review of any such order or decree be allowed.

(4) Nothing in this section shall bar any person from suing to establish his title to such property and to recover possession thereof.

7. Recovery of specific movable property.—A person entitled to the possession of specific movable property may recover it in the manner provided by the Code of Civil Procedure, 1908 (5 of 1908).

Explanation 1.—A trustee may sue under this section for the possession of movable property to the beneficial interest in which the person for whom he is trustee is entitled.

Explanation 2.—A special or temporary right to the present possession of movable property is sufficient to support a suit under this section.

8. Liability of person in possession, not as owner, to deliver to persons entitled to immediate possession.—Any person having the possession or control of a particular article of movable property, of which he is not the owner, may be compelled specifically to deliver it to the person entitled to its immediate possession, in any of the following cases:—

- (a) when the thing claimed is held by the defendant as the agent or trustee of the plaintiff;
- (b) when compensation in money would not afford the plaintiff adequate relief for the loss of the thing claimed;
- (c) when it would be extremely difficult to ascertain the actual damage caused by its loss;
- (d) when the possession of the thing claimed has been wrongfully transferred from the plaintiff.

Explanation.—Unless and until the contrary is proved, the court shall, in respect of any article of movable property claimed under clause (b) or clause (c) of this section, presume—

- (a) that compensation in money would not afford the plaintiff adequate relief for the loss of the thing claimed, or, as the case may be;
- (b) that it would be extremely difficult to ascertain the actual damage caused by its loss.

CHAPTER II

SPECIFIC PERFORMANCE OF CONTRACTS

9. Defences respecting suits for relief based on contract.—Except as otherwise provided herein where any relief is claimed under this Chapter in respect of a contract, the person against whom the relief is claimed may plead by way of defence any ground which is available to him under any law relating to contracts.

CONTRACTS WHICH CAN BE SPECIFICALLY ENFORCED

¹**[10. Specific performance in respect of contracts.**—The specific performance of a contract shall be enforced by the court subject to the provisions contained in sub-section (2) of section 11, section 14 and section 16.]

1. Subs. by Act 18 of 2018, s 3, for section 10 (w.e.f. 1-10-2018).

11. Cases in which specific performance of contracts connected with trusts enforceable.—(1) Except as otherwise provided in this Act, specific performance of a ¹[contract shall], be enforced when the act agreed to be done is in the performance wholly or partly of a trust.

(2) A contract made by a trustee in excess of his powers or in breach of trust cannot be specifically enforced.

12. Specific performance of part of contract.—(1) Except as otherwise hereinafter provided in this section, the court shall not direct the specific performance of a part of a contract.

(2) Where a party to a contract is unable to perform the whole of his part of it, but the part which must be left unperformed be a only a small proportion to the whole in value and admits of compensation in money, the court may, at the suit of either party, direct the specific performance of so much of the contract as can be performed, and award compensation in money for the deficiency.

(3) Where a party to a contract is unable to perform the whole of his part of it, and the part which must be left unperformed either—

- (a) forms a considerable part of the whole, though admitting of compensation in money; or
- (b) does not admit of compensation in money;

he is not entitled to obtain a decree for specific performance; but the court may, at the suit of the other party, direct the party in default to perform specifically so much of his part of the contract as he can perform, if the other party—

(i) in a case falling under clause (a), pays or has paid the agreed consideration for the whole of the contract reduced by the consideration for the part which must be left unperformed and in a case falling under clause (b) ²[pays or has paid] the consideration for the whole of the contract without any abatement; and

(ii) in either case, relinquishes all claims to the performance of the remaining part of the contract and all right to compensation, either for the deficiency or for the loss or damage sustained by him through the default of the defendant.

(4) When a part of a contract which, taken by itself, can and ought to be specifically performed, stands on a separate and independent footing from another part of the same contract which cannot or ought not to be specifically performed, the court may direct specific performance of the former part.

Explanation.—For the purposes of this section, a party to a contract shall be deemed to be unable to perform the whole of his part of it if a portion of its subject-matter existing at the date of the contract has ceased to exist at the time of its performance.

13. Rights of purchaser or lessee against person with no title or imperfect title.—(1) Where a person contracts to sell or let certain immovable property having no title or only an imperfect title, the purchaser or lessee (subject to the other provisions of this Chapter), has the following rights, namely:—

(a) if the vendor or lessor has subsequently to the contract acquired any interest in the property, the purchaser or lessee may compel him to make good the contract out of such interest;

(b) where the concurrence of other person is necessary for validating the title, and they are bound to concur at the request of the vendor or lessor, the purchaser or lessee may compel him to procure such concurrence, and when a conveyance by other persons is necessary to validate the title and they are bound to convey at the request of the vendor or lessor, the purchaser or lessee may compel him to procure such conveyance;

(c) where the vendor professes to sell unencumbered property, but the property is mortgaged for an amount not exceeding the purchase money and the vendor has in fact only a right to redeem it, the purchaser may compel him to redeem the mortgage and to obtain a valid discharge, and, where necessary, also a conveyance from the mortgagee;

1. Subs. by Act 18 of 2018, s. 4, for “contract may, in the discretion of the court” (w.e.f. 1-10-2018).

2. Ins. by Act 52 of 1964, s. 3 and the Second Schedule (w.e.f. 29-12-1964).

(d) where the vendor or lessor sues for specific performance of the contract and the suit is dismissed on the ground of his want of title or imperfect title, the defendant has a right to a return of his deposit, if any, with interest thereon, to his costs of the suit, and to a lien for such deposit, interest and costs on the interest, if any, of the vendor or lesser in the property which is the subject-matter of the contract.

(2) The provisions of sub-section (1) shall also apply, as far as may be, to contracts for the sale or hire of movable property.

CONTRACTS WHICH CANNOT BE SPECIFICALLY ENFORCED

¹[**14. Contracts not specifically enforceable.**—The following contracts cannot be specifically enforced, namely:—

(a) where a party to the contract has obtained substituted performance of contract in accordance with the provisions of section 20;

(b) a contract, the performance of which involves the performance of a continuous duty which the court cannot supervise;

(c) a contract which is so dependent on the personal qualifications of the parties that the court cannot enforce specific performance of its material terms; and

(d) a contract which is in its nature determinable.

14A. Power of court to engage experts.—(1) Without prejudice to the generality of the provisions contained in the Code of Civil Procedure, 1908 (5 of 1908), in any suit under this Act, where the court considers it necessary to get expert opinion to assist it on any specific issue involved in the suit, it may engage one or more experts and direct to report to it on such issue and may secure attendance of the expert for providing evidence, including production of documents on the issue.

(2) The court may require or direct any person to give relevant information to the expert or to produce, or to provide access to, any relevant documents, goods or other property for his inspection.

(3) The opinion or report given by the expert shall form part of the record of the suit; and the court, or with the permission of the court any of the parties to the suit, may examine the expert personally in open court on any of the matters referred to him or mentioned in his opinion or report, or as to his opinion or report, or as to the manner in which he has made the inspection.

(4) The expert shall be entitled to such fee, cost or expense as the court may fix, which shall be payable by the parties in such proportion, and at such time, as the court may direct.]

PERSONS FOR OR AGAINST WHOM CONTRACTS MAY BE SPECIFICALLY ENFORCED

15. Who may obtain specific performance.—Except as otherwise provided by this Chapter, the specific performance of a contract may be obtained by—

(a) any party thereto;

(b) the representative in interest or the principal, of any party thereto:

Provided that where the learning, skill, solvency or any personal quality of such party is a material ingredient in the contract, or where the contract provides that his interest shall not be assigned, his representative in interest or his principal shall not be entitled to specific performance of the contract, unless such party has already performed his part of the contract, or the performance thereof by his representative in interest, or his principal, has been accepted by the other party;

(c) where the contract is a settlement on marriage, or a compromise of doubtful rights between members of the same family, any person beneficially entitled thereunder;

(d) where the contract has been entered into by a tenant for life in due exercise of a power, the remainderman;

(e) a reversioner in possession, where the agreement is a covenant entered into with his predecessor in title and the reversioner is entitled to the benefit of such covenant;

1. Subs. by Act 18 of 2018, s. 5, for section 14 (w.e.f. 1-10-2018).

(f) a reversioner in remainder, where the agreement is such a covenant, and the reversioner is entitled to the benefit thereof and will sustain material injury by reason of its breach;

¹[(fa) when a limited liability partnership has entered into a contract and subsequently becomes amalgamated with another limited liability partnership, the new limited liability partnership which arises out of the amalgamation.]

(g) when a company has entered into a contract and subsequently becomes amalgamated with another company, the new company which arises out of the amalgamation;

(h) when the promoters of a company have, before its incorporation, entered into a contract for the purposes of the company, and such contract is warranted by the terms of the incorporation, the company:

Provided that the company has accepted the contract and has communicated such acceptance to the other party to the contract.

16. Personal bars to relief.—Specific performance of a contract cannot be enforced in favour of a person—

²[(a) who has obtained substituted performance of contract under section 20; or]

(b) who has become incapable of performing, or violates any essential term of, the contract that on his part remains to be performed, or acts in fraud of the contract, or wilfully acts at variance with, or in subversion of, the relation intended to be established by the contract; or

(c) ³[who fails to prove] that he has performed or has always been ready and willing to perform the essential terms of the contract which are to be performed by him, other than terms the performance of which has been prevented or waived by the defendant.

Explanation.—For the purposes of clause (c),—

(i) where a contract involves the payment of money, it is not essential for the plaintiff to actually tender to the defendant or to deposit in court any money except when so directed by the court;

(ii) the plaintiff ⁴[must prove] performance of, or readiness and willingness to perform, the contract according to its true construction.

17. Contract to sell or let property by one who has no title, not specifically enforceable.—(1) A contract to sell or let any immovable property cannot be specifically enforced in favour of a vendor or lessor—

(a) who, knowing himself not to have any title to the property, has contracted to sell or let the property;

(b) who, though he entered into the contract believing that he had a good title to the property, cannot at the time fixed by the parties or by the court for the completion of the sale or letting, give the purchaser or lessee a title free from reasonable doubt.

(2) The provisions of sub-section (1) shall also apply, as far as may be, to contracts for the sale or hire of movable property.

18. Non-enforcement except with variation.—Where a plaintiff seeks specific performance of a contract in writing, to which the defendant sets up a variation, the plaintiff cannot obtain the performance sought, except with the variation so set up, in the following cases, namely:—

(a) where by fraud, mistake of fact or mis-representation, the written contract of which performance is sought is in its terms or effect different from what the parties agreed to, or does not contain all the terms agreed to between the parties on the basis of which the defendant entered into the contract;

1. Ins. by Act 18 of 2018, s. 6 (w.e.f. 1-10-2018).

2. Subs. by s. 7, *ibid.*, for clause (a) (w.e.f. 1-10-2018).

3. Subs. by s. 7, *ibid.*, for “who fails to aver and prove” (w.e.f. 1-10-2018).

4. Subs by Act 18 of 2018, s. 7, for “must aver” (w.e.f. 1-10-2018).

(b) where the object of the parties was to produce a certain legal result which the contract as framed is not calculated to produce;

(c) where the parties have, subsequently to the execution of the contract, varied its terms.

19. Relief against parties and persons claiming under them by subsequent title.—Except as otherwise provided by this Chapter, specific performance of a contract may be enforced against—

(a) either party thereto;

(b) any other person claiming under him by a title arising subsequently to the contract, except a transferee for value who has paid his money in good faith and without notice of the original contract;

(c) any person claiming under a title which, though prior to the contract and known to the plaintiff, might have been displaced by the defendant;

¹[(ca) when a limited liability partnership has entered into a contract and subsequently becomes amalgamated with another limited liability partnership, the new limited liability partnership which arises out of the amalgamation.]

(d) when a company has entered into a contract and subsequently becomes amalgamated with another company, the new company which arises out of the amalgamation;

(e) when the promoters of a company have, before its incorporation, entered into a contract for the purpose of the company and such contract is warranted by the terms of the incorporation, the company:

Provided that the company has accepted the contract and communicated such acceptance to the other party to the contract.

²[*Substituted performance of contracts, etc.*]

³**[20. Substituted performance of contract.**—(1) Without prejudice to the generality of the provisions contained in the Indian Contract Act, 1872 (9 of 1872), and, except as otherwise agreed upon by the parties, where the contract is broken due to non-performance of promise by any party, the party who suffers by such breach shall have the option of substituted performance through a third party or by his own agency, and, recover the expenses and other costs actually incurred, spent or suffered by him, from the party committing such breach.

(2) No substituted performance of contract under sub-section (1) shall be undertaken unless the party who suffers such breach has given a notice in writing, of not less than thirty days, to the party in breach calling upon him to perform the contract within such time as specified in the notice, and on his refusal or failure to do so, he may get the same performed by a third party or by his own agency:

Provided that the party who suffers such breach shall not be entitled to recover the expenses and costs under sub-section (1) unless he has got the contract performed through a third party or by his own agency.

(3) Where the party suffering breach of contract has got the contract performed through a third party or by his own agency after giving notice under sub-section (1), he shall not be entitled to claim relief of specific performance against the party in breach.

(4) Nothing in this section shall prevent the party who has suffered breach of contract from claiming compensation from the party in breach.

20A. Special provisions for contract relating to infrastructure project.—(1) No injunction shall be granted by a court in a suit under this Act involving a contract relating to an infrastructure project specified in the Schedule, where granting injunction would cause impediment or delay in the progress or completion of such infrastructure project.

1. Ins. by Act 18 of 2018, s. 8 (w.e.f. 1-10-2018).

2. Subs. by s. 9, *ibid.*, for “*Discretion and powers of Court*”(w.e.f. 1-10-2018).

3. Subs. by s. 10, *ibid.*, for section 20 (w.e.f. 1-10-2018).

Explanation.—For the purposes of this section, section 20B and clause (ha) of section 41, the expression “infrastructure project” means the category of projects and infrastructure Sub-Sectors specified in the Schedule.

(2) The Central Government may, depending upon the requirement for development of infrastructure projects, and if it considers necessary or expedient to do so, by notification in the Official Gazette, amend the Schedule relating to any Category of projects or Infrastructure Sub-Sectors.

(3) Every notification issued under this Act by the Central Government shall be laid, as soon as may be after it is issued, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the notification or both Houses agree that the notification should not be made, the notification shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that notification.

20B. Special Courts.—The State Government, in consultation with the Chief Justice of the High Court, shall designate, by notification published in the Official Gazette, one or more Civil Courts as Special Courts, within the local limits of the area to exercise jurisdiction and to try a suit under this Act in respect of contracts relating to infrastructure projects.

20C. Expeditious disposal of suits.—Notwithstanding anything contained in the Code of Civil Procedure, 1908 (5 of 1908), a suit filed under the provisions of this Act shall be disposed of by the court within a period of twelve months from the date of service of summons to the defendant:

Provided that the said period may be extended for a further period not exceeding six months in aggregate after recording reasons in writing for such extension by the court.]

21. Power to award compensation in certain cases.—(1) In a suit for specific performance of a contract, the plaintiff may also claim compensation for its breach ¹[in addition to] such performance.

(2) If, in any such suit, the court decides that specific performance ought not to be granted, but that there is a contract between the parties which has been broken by the defendant, and that the plaintiff is entitled to compensation for that breach, it shall award him such compensation accordingly.

(3) If, in any such suit, the court decides that specific performance ought to be granted, but that it is not sufficient to satisfy the justice of the case, and that some compensation for breach of the contract should also be made to the plaintiff, it shall award him such compensation accordingly.

(4) In determining the amount of any compensation awarded under this section, the court shall be guided by the principles specified in section 73 of the Indian Contract Act, 1872 (9 of 1872).

(5) No compensation shall be awarded under this section unless the plaintiff has claimed such compensation in his plaint:

Provided that where the plaintiff has not claimed any such compensation in the plaint, the court shall, at any stage of the proceeding, allow him to amend the plaint on such terms as may be just, for including a claim for such compensation.

Explanation.—The circumstances that the contract has become incapable of specific performance does not preclude the court from exercising the jurisdiction conferred by this section.

22. Power to grant relief for possession, partition, refund of earnest money, etc.—(1) Notwithstanding anything to the contrary contained in the Code of Civil Procedure, 1908 (5 of 1908), any person suing for the specific performance of a contract for the transfer of immovable property may, in an appropriate case, ask for—

(a) possession, or partition and separate possession, of the property, in addition to such performance; or

1. Subs. by Act 18 of 2018, s. 11, for “, either in addition to, or in substitution of,” (w.e.f. 1-10-2018).

(b) any other relief to which he may be entitled, including the refund of any earnest money or deposit paid or ¹[made by] him, in case his claim for specific performance is refused.

(2) No relief under clause (a) or clause (b) of sub-section (1) shall be granted by the court unless it has been specifically claimed:

Provident that where the plaintiff has not claimed any such relief in the plaint, the court shall, at any stage of the proceeding, allow him to amend the plaint on such terms as may be just for including a claim for such relief.

(3) The power of the court to grant relief under clause (b) of sub-section (1) shall be without prejudice to its powers to award compensation under section 21.

23. Liquidation of damages not a bar to specific performance.—(1) A contract, otherwise proper to be specifically enforced, may be so enforced, though a sum be named in it as the amount to be paid in case of its breach and the party in default is willing to pay the same, if the court, having regard to the terms of the contract and other attending circumstances, is satisfied that the sum was named only for the purpose of securing performance of the contract and not for the purpose of giving to the party in default an option of paying money in lieu of specific performance.

(2) When enforcing specific performance under this section, the court shall not also decree payment of the sum so named in the contract.

24. Bar of suit for compensation for breach after dismissal of suit for specific performance.—The dismissal of a suit for specific performance of a contract or part thereof shall bar the plaintiff's right to sue for compensation for the breach of such contract or part, as the case may be, but shall not bar his right to sue for any other relief to which he may be entitled, by reason of such breach.

ENFORCEMENT OF AWARDS AND DIRECTIONS TO EXECUTE SETTLEMENTS

25. Application of preceding sections to certain awards and testamentary directions to execute settlements.—The provisions of this Chapter as to contracts shall apply to awards to which ²[the Arbitration and Conciliation Act, 1996 (26 of 1996)], does not apply and to directions in a will or codicil to execute a particular settlement.

CHAPTER III

RECTIFICATION OF INSTRUMENTS

26. When instrument may be rectified.—(1) When, through fraud or a mutual mistake of the parties, a contract or other instrument in writing [not being the articles of association of a company to which the Companies Act, 1956 (1 of 1956), applies] does not express their real intention, then—

(a) either party or his representative in interest may institute a suit to have the instrument rectified; or

(b) the plaintiff may, in any suit in which any right arising under the instrument is in issue, claim in his pleading that the instrument be rectified; or

(c) a defendant in any such suit as is referred to in clause (b), may, in addition to any other defence open to him, ask for rectification of the instrument.

(2) If, in any suit in which a contract or other instrument is sought to be rectified under sub-section (1), the court finds that the instrument, through fraud or mistake, does not express the real intention of the parties, the court may, in its discretion, direct rectification of the instrument so as to express that intention, so far as this can be done without prejudice to rights acquired by third persons in good faith and for value.

(3) A contract in writing may first be rectified, and then if the party claiming rectification has so prayed in his pleading and the court thinks fit, may be specifically enforced.

1. Subs. by Act 52 of 1964, s. 3 and the Second Schedule, for "made to" (w.e.f. 29-12-1964).

2. Subs. by Act 18 of 2018, s. 12, for "the Arbitration Act, 1940 (10 of 1940)" (w.e.f. 1-10-2018).

(4) No relief for the rectification of an instrument shall be granted to any party under this section unless it has been specifically claimed:

Provided that where a party has not claimed any such relief in his pleading, the court shall, at any stage of the proceeding, allow him to amend the pleading on such terms as may be just for including such claim.

CHAPTER IV

RESCISSION OF CONTRACTS

27. When rescission may be adjudged or refused.—(1) Any person interested in a contract may sue to have it rescinded, and such rescission may be adjudged by the court in any of the following cases, namely:—

(a) where the contract is voidable or terminable by the plaintiff;

(b) where the contract is unlawful for causes not apparent on its face and the defendant is more to blame than the plaintiff.

(2) Notwithstanding anything contained in sub-section (1), the court may refuse to rescind the contract—

(a) where the plaintiff has expressly or impliedly ratified the contract; or

(b) where, owing to the change of circumstances which has taken place since the making of the contract (not being due to any act of the defendant himself), the parties cannot be substantially restored to the position in which they stood when the contract was made; or

(c) where third parties have, during the subsistence of the contract, acquired rights in good faith without notice and for value; or

(d) where only a part of the contract is sought to be rescinded and such part is not severable from the rest of the contract.

Explanation.—In this section “contract” in relation to the territories to which the Transfer of Property Act, 1882 (4 of 1882), does not extend, means a contract in writing.

28. Rescission in certain circumstances of contracts for the sale or lease of immovable property, the specific performance of which has been decreed.—(1) Where in any suit a decree for specific performance of a contract for the sale or lease of immovable property has been made and the purchaser or lessee does not, within the period allowed by the decree or such further period as the court may allow, pay the purchase money or other sum which the court has ordered him to pay, the vendor or lessor may apply in the same suit in which the decree is made, to have the contract rescinded and on such application the court may, by order, rescind the contract either so far as regards the party in default or altogether, as the justice of the case may require.

(2) Where a contract is rescinded under sub-section (1), the court—

(a) shall direct the purchaser or the lessee, if he has obtained possession of the property under the contract, to restore such possession to the vendor or lessor, and

(b) may direct payment to the vendor or lessor of all the rents and profits which have accrued in respect of the property from the date on which possession was so obtained by the purchaser or lessee until restoration of possession to the vendor or lessor, and, if the justice of the case so requires, the refund of any sum paid by the vendee or the lessee as earnest money or deposit in connection with the contract.

(3) If the purchase or lessee pays the purchase money or other sum which he is ordered to pay under the decree within the period referred to in sub-section (1), the court may, on application made in the same suit, award the purchaser or lessee such further relief as he may be entitled to, including in appropriate cases all or any of the following reliefs, namely:—

(a) the execution of a proper conveyance or lease by the vendor or lessor;

(b) the delivery of possession, or partition and separate possession, of the property on the execution of such conveyance or lease.

(4) No separate suit in respect of any relief which may be claimed under this section shall lie at the instance of a vendor, purchaser, lessor or lessee, as the case may be.

(5) The costs of any proceedings under this section shall be in the discretion of the court.

29. Alternative prayer for rescission in suit for specific performance.—A plaintiff instituting a suit for the specific performance of a contract in writing may pray in the alternative that, if the contract cannot be specifically enforced, it may be rescinded and delivered up to be cancelled; and the court, if it refuses to enforce the contract specifically, may direct it to be rescinded and delivered up accordingly.

30. Court may require parties rescinding to do equity.—On adjudging the rescission of a contract, the court may require the party to whom such relief is granted to restore, so far as may be, any benefit which he may have received from the other party and to make any compensation to him which justice may require.

CHAPTER V

CANCELLATION OF INSTRUMENTS

31. When cancellation may be ordered.—(1) Any person against whom a written instrument is void or voidable, and who has reasonable apprehension that such instrument, if left outstanding may cause him serious injury, may sue to have it adjudged void or voidable; and the court may, in its discretion, so adjudge it and order it to be delivered up and cancelled.

(2) If the instrument has been registered under the Indian Registration Act, 1908 (16 of 1908), the court shall also send a copy of its decree to the officer in whose office the instrument has been so registered; and such officer shall note on the copy of the instrument contained in his books the fact of its cancellation.

32. What instruments may be partially cancelled.—Where an instrument is evidence of different rights or different obligations, the court may, in a proper case, cancel it in part and allow it to stand for the residue.

33. Power to require benefit to be restored or compensation to be made when instrument is cancelled or is successfully resisted as being void or voidable.—(1) On adjudging the cancellation of an instrument, the court may require the party to whom such relief is granted, to restore, so far as may be any benefit which he may have received from the other party and to make any compensation to him which justice may require.

(2) Where a defendant successfully resists any suit on the ground—

(a) that the instrument sought to be enforced against him in the suit is voidable, the court may if the defendant has received any benefit under the instrument from the other party, require him to restore, so far as may be, such benefit to that party or to make compensation for it;

(b) that the agreement sought to be enforced against him in the suit is void by reason of his not having been competent to contract under section 11 of the Indian Contract Act, 1872 (9 of 1872), the court may, if the defendant has received any benefit under the agreement from the other party, require him to restore, so far as may be, such benefit to that party, to the extent to which he or his estate has benefited thereby.

CHAPTER VI

DECLARATORY DECREES

34. Discretion of court as to declaration of status or right.—Any person entitled to any legal character, or to any right as to any property, may institute a suit against any person denying, or interested to deny, his title to such character or right, and the court may in its discretion make therein a declaration that he is so entitled, and the plaintiff need not in such suit ask for any further relief:

Provided that no court shall make any such declaration where the plaintiff, being able to seek further relief than a mere declaration of title, omits to do so.

Explanation.—A trustee of property is a “person interested to deny” a title adverse to the title of some one who is not in existence, and for whom, if in existence, he would be a trustee.

35. Effect of declaration.—A declaration made under this Chapter is binding only on the parties to the suit, persons claiming through them respectively, and, where any of the parties are trustees, on the persons for whom, if in existence at the date of the declaration, such parties would be trustees.

PART III

PREVENTIVE RELIEF

CHAPTER VII

INJUNCTIONS GENERALLY

36. Preventive relief how granted.—Preventive relief is granted at the discretion of the court by injunction, temporary or perpetual.

37. Temporary and perpetual injunctions.—(1) Temporary injunctions are such as are to continue until a specific time, or until the further order of the court, and they may be granted at any stage of a suit, and are regulated by the Code of Civil Procedure, 1908 (5 of 1908).

(2) A perpetual injunction can only be granted by the decree made at the hearing and upon the merits of the suit; the defendant is thereby perpetually enjoined from the assertion of a right, or from the commission of an act, which would be contrary to the rights of the plaintiff.

CHAPTER VIII

PERPETUAL INJUNCTIONS

38. Perpetual injunction when granted.—(1) Subject to the other provisions contained in or referred to by this Chapter, a perpetual injunction may be granted to the plaintiff to prevent the breach of an obligation existing in his favour, whether expressly or by implication.

(2) When any such obligation arises from contract, the court shall be guided by the rules and provisions contained in Chapter II.

(3) When the defendant invades or threatens to invade the plaintiff’s right to, or enjoyment of, property, the court may grant a perpetual injunction in the following cases, namely:—

- (a) where the defendant is trustee of the property for the plaintiff;
- (b) where there exists no standard for ascertaining the actual damage caused, or likely to be caused, by the invasion;
- (c) where the invasion is such that compensation in money would not afford adequate relief;
- (d) where the injunction is necessary to prevent a multiplicity of judicial proceedings.

39. Mandatory injunctions.—When, to prevent the breach of an obligation, it is necessary to compel the performance of certain acts which the court is capable of enforcing, the court may in its discretion grant an injunction to prevent the breach complained of, and also to compel performance of the requisite acts.

40. Damages in lieu of, or in addition to, injunction.—(1) The plaintiff in a suit for perpetual injunction under section 38, or mandatory injunction under section 39, may claim damages either in addition to, or in substitution for, such injunction and the court may, if it thinks fit, award such damages.

(2) No relief for damages shall be granted under this section unless the plaintiff has claimed such relief in his plaint:

Provided that where no such damages have been claimed in the plaint, the court shall, at any stage of the proceedings, allow the plaintiff to amend the plaint on such terms as may be just for including such claim.

(3) The dismissal of a suit to prevent the breach of an obligation existing in favour of the plaintiff shall bar his right to sue for damages for such breach.

41. Injunction when refused.—An injunction cannot be granted—

(a) to restrain any person from prosecuting a judicial proceeding pending at the institution of the suit in which the injunction is sought, unless such restraint is necessary to prevent a multiplicity of proceedings;

(b) to restrain any person from instituting or prosecuting any proceeding in a court not subordinate to that from which the injunction is sought;

(c) to restrain any person from applying to any legislative body;

(d) to restrain any person from instituting or prosecuting any proceeding in a criminal matter;

(e) to prevent the breach of a contract the performance of which would not be specifically enforced;

(f) to prevent, on the ground of nuisance, an act of which it is not reasonably clear that it will be a nuisance;

(g) to prevent a continuing breach in which the plaintiff has acquiesced;

(h) when equally efficacious relief can certainly be obtained by any other usual mode of proceeding except in case of breach of trust;

¹[(*ha*) if it would impede or delay the progress or completion of any infrastructure project or interfere with the continued provision of relevant facility related thereto or services being the subject matter of such project.]

(i) when the conduct of the plaintiff or his agents has been such as to disentitle him to be the assistance of the court;

(j) when the plaintiff has no personal interest in the matter.

42. Injunction to perform negative agreement.—Notwithstanding anything contained in clause (e) of section 41, where a contract comprises an affirmative agreement to do a certain act, coupled with a negative agreement, express or implied, not to do a certain act, the circumstance that the court is unable to compel specific performance of the affirmative agreement shall not preclude it from granting an injunction to perform the negative agreement:

Provided that the plaintiff has not failed to perform the contract so far as it is binding on him.

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1. Ins. by Act 18 of 2018, s. 13 (w.e.f. 1-10-2018).

2. Sections 43 and 44 rep. by the Repealing and Amending Act, 1974 (56 of 1974), s. 2 and the First Schedule (w.e.f. 20-12-1974).

¹[THE SCHEDULE

[See sections 20A and 41 (*ha*)]

Category of projects and Infrastructure Sub-Sectors

Sl. No.	Category	Infrastructure Sub-Sectors
1	2	3
1.	Transport	(a) Road and bridges (b) Ports (including Capital Dredging) (c) Shipyards (including a floating or land-based facility with the essential features of waterfront, turning basin, berthing and docking facility, slipways or ship lifts, and which is self-sufficient for carrying on shipbuilding/repair/breaking activities) (d) Inland Waterways (e) Airports (f) Railway Track, tunnels, viaducts, bridges, terminal infrastructure including stations and adjoining commercial infrastructure (g) Urban Public Transport (except rolling stock in case of urban road transport)
2.	Energy	(a) Electricity Generation (b) Electricity Transmission (c) Electricity Distribution (d) Oil pipelines (e) Oil/Gas/Liquefied Natural Gas (LNG) storage facility(including strategic storage of crude oil) (f) Gas pipelines (including city gas distribution network)
3.	Water and Sanitation	(a) Solid Waste Management (b) Water supply pipelines (c) Water treatment plants (d) Sewage collection, treatment and disposal system (e) Irrigation (dams, channels, embankments, etc.) (f) Storm Water Drainage System (g) Slurry pipelines
4.	Communication	(a) Telecommunication (Fixed network including optic fibre/wire/cable networks which provide broadband/internet) (b) Telecommunication towers (c) Telecommunications and Telecom Services

1. Ins. by Act 18 of 2018, s. 14 (w.e.f. 1-10-2018).

Sl. No.	Category	Infrastructure Sub-Sectors
1	2	3
5.	Social and Commercial Infrastructure	(a) Education Institutions (capital stock) (b) Sports infrastructure (including provision of Sports Stadia and Infrastructure for Academies for Training/Research in Sports and Sports-relating activities) (c) Hospitals (capital stock including Medical Colleges, Para Medical Training Institutes and Diagnostic Centres) (d) Tourism infrastructure viz. (i) three-star or higher category classified hotels located outside cities with population of more than one million; (ii) ropeways and cable cars (e) Common infrastructure for industrial parks and other parks with industrial activity such as food parks, textile parks, Special Economic Zones, tourism facilities and agriculture markets (f) Post-harvest storage infrastructure for agriculture and horticulture produce including cold storage (g) Terminal markets (h) Soil-testing laboratories (i) Cold chain (including cold room facility for farm level pre-cooling, for preservation or storage of agriculture and allied produce, marine products and meat) (j) Affordable Housing (including a housing project using at least 50% of the Floor Area Ratio (FAR)/Floor Space Index (FSI) for dwelling units with carpet area of not more than 60 square meters Explanation.—For the purposes of this sub-clause, the term “carpet area” shall have the same meaning as assigned to it in clause (k) of section 2 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).]

Specific Relief Act 1963 Executive Summary

Introduction – Specific Relief Act 1963 PDF

The Specific Relief Act 1963 PDF replaced the old law of 1877. Parliament brought it in to give remedies where damages are not enough. It is not about making contracts, it is about enforcing them. The Act allows courts to order specific performance of contracts, recovery of possession, rectification of documents, injunctions, and declaratory relief. This is why it is treated as a special civil law. Lawyers, students, and even businesses often keep the bare act handy, since most disputes in property and contracts end up relying on it.

Purpose – Specific Relief Act 1963 Bare Act

The Specific Relief Act 1963 bare act shows the purpose clearly – damages are not always the right remedy. Many contracts cannot be settled with money. Land, property, and certain commercial projects require actual enforcement. The bare act provides that courts can grant specific performance, order rectification of contracts, or cancel instruments that are void or unlawful. It is based on equity – giving the right remedy for the right situation.

Scope – Specific Relief Act Executive Summary

The Specific Relief Act executive summary makes it clear that the Act applies only to civil rights. It does not cover criminal wrongs. The scope is limited but powerful. It covers performance of contracts, injunctions, declaration of rights, substituted performance, rectification, and recovery of possession. It is often used in property disputes, real estate contracts, and business agreements. Courts apply it where ordinary contract law is not enough.

Remedies – Specific Relief Act Key Provisions

The Specific Relief Act key provisions are specific performance, injunctions, declaratory decrees, substituted performance, and recovery of property. These remedies are narrow but effective. They stop breach from becoming permanent. They also ensure that parties cannot escape liability by just paying damages. For contracts of property and infrastructure, these provisions are central.

Performance – Specific Relief Act Specific Performance

The Specific Relief Act specific performance provisions are the heart of the Act. Courts can direct parties to perform what they agreed. Earlier this was discretionary. After the 2018 amendment, courts must grant specific performance in most contracts, unless there is clear reason not to. This has changed the law in favour of performance, especially in commercial contracts and real estate.

Preventive Relief – Specific Relief Act Injunctions and Remedies

The Specific Relief Act injunctions and remedies include temporary and permanent injunctions. Courts grant them to stop unlawful acts, protect property, and prevent breach of contracts. Preventive relief ensures rights are preserved before damage is done. Injunctions, along with specific performance, are the most common reliefs granted under this Act.

Observations

- Act is narrow but effective.
- Applies where damages cannot give complete justice.
- Specific performance and injunctions are central.
- Used mainly in property, real estate, and commercial contracts.
- 2018 amendment made remedies wider and stronger.

Scope and Objectives – Specific Relief Act 1963 Bare Act

The Specific Relief Act 1963 bare act is not a wide law. It has limited scope. It applies only to civil rights. It does not apply to criminal wrongs. It comes in only when ordinary damages are not enough.

The Act covers enforcement of contracts, injunctions, rectification or cancellation of instruments, substituted performance after amendment, declaratory relief, and recovery of possession. That is the scope. Nothing beyond this. If another statute already provides full remedy, then this Act does not apply. That is why it is called specific relief.

Objectives – Specific Relief Act Executive Summary

The Specific Relief Act executive summary makes the objectives clear. To enforce obligations. To prevent unlawful acts. To protect property and possession. To provide equitable remedies when money is not sufficient.

The Act is not punitive. It is remedial. It ensures that promises are carried out and rights are preserved. Courts use it to give relief that is precise and effective, not general.

Key Areas – Specific Relief Act Key Provisions

The Specific Relief Act key provisions show how objectives are achieved. Specific performance of contracts. Injunctions to stop breaches. Rectification and cancellation of documents. Declaratory decrees where rights are uncertain. Substituted performance as a new remedy. Recovery of possession when unlawful dispossession occurs. These are the areas where the Act operates.

Performance – Specific Relief Act Specific Performance

The Specific Relief Act specific performance provisions reflect the main purpose. Instead of damages, courts order actual performance. This is important in contracts relating to land, property, or major projects. Earlier it was discretionary. After the 2018 amendment, it became the rule in most cases.

Preventive Role – Specific Relief Act Injunctions and Remedies

The Specific Relief Act injunctions and remedies part is preventive. Courts grant injunctions to stop harm before it happens. Temporary or permanent injunctions, depending on the situation. Relief to maintain rights until the case is decided. Protection against trespass, nuisance, or breach of agreement.

Key Definitions – Specific Relief Act 1963 PDF

The Specific Relief Act 1963 PDF begins with basic definitions which set the scope of the law. These definitions are not many, but they control how the Act works. Courts and inspectors rely on them first. A single definition can decide whether a party will get relief or not. In practice, these terms are referred to again and again during arguments and judgments.

Relief – Specific Relief Act 1963 Bare Act

Under the Specific Relief Act 1963 bare act, relief means the remedy a civil court can grant. Relief is not a penalty. Relief is not punishment. Relief is not general damages. Relief here means:

- enforcing performance of a contract,
- granting an injunction to stop a wrongful act,
- declaring rights in property or agreements,
- rectifying or cancelling instruments, and
- recovering possession.

This Act is about giving the exact remedy needed to protect the right, not about imposing punishment.

Civil Rights – Specific Relief Act Executive Summary

The Specific Relief Act executive summary makes it clear that the Act applies only to civil rights. Civil rights here include rights in property, rights under contract, rights of lawful possession. Criminal wrongs are outside the scope. For example, trespass or breach of agreement can be handled under this Act because they are civil in nature. But theft, assault, or fraud leading to criminal prosecution is not covered.

Specific Performance – Specific Relief Act Key Provisions

The Specific Relief Act key provisions define specific performance as the order of court directing a party to actually perform its contractual obligation. This is different from damages. It is applied only in certain cases:

- contracts for immovable property,
- commercial contracts where compensation is not adequate,
- obligations that can be supervised by court.

Contracts that are personal in nature, require special skill, or are determinable are not enforceable. The definition is precise because courts should not enforce agreements which cannot be practically supervised.

Injunctions – Specific Relief Act Specific Performance

The Specific Relief Act specific performance part is closely tied to injunctions. Injunction means a court order to stop an act or to maintain status. Injunctions may be temporary or permanent. They are preventive in nature. Common cases include preventing construction on disputed land, stopping use of confidential information, or stopping breach of contract before it happens. The Act defines injunctions as one of the primary reliefs.

Remedies – Specific Relief Act Injunctions and Remedies

The **Specific Relief Act injunctions and remedies** section defines the various remedies available under the law. These include:

- specific performance of contracts,
- injunctions (temporary and permanent),
- declaratory relief where rights need clarification,
- rectification or cancellation of instruments,
- substituted performance introduced by the amendment, and
- recovery of possession of property.

Each of these is limited, but each has clear scope. Together they form the specific reliefs that courts can grant under this Act.

Types of Relief Available – Specific Relief Act 1963 PDF

The Specific Relief Act 1963 PDF provides only certain forms of relief. These are limited in number but very effective. The idea is that courts should not give general damages under this Act. That is left to the Contract Act. Here the focus is on remedies that directly protect the right. The Act recognises preventive and remedial relief. Preventive means stopping something before harm is done. Remedial means restoring or enforcing a right already affected.

Relief Against Breach – Specific Relief Act 1963 Bare Act

The Specific Relief Act 1963 bare act lists relief against breach of obligation. If a person is bound by contract or obligation, and they refuse to perform, the court can step in. Relief includes: ordering performance, restraining breach, rectifying documents, or declaring rights. It is important to note that not every breach qualifies. The breach must be such that damages alone cannot repair the harm.

Preventive Relief – Specific Relief Act Executive Summary

The Specific Relief Act executive summary states preventive relief is mainly by injunction. Injunctions are orders of the court telling a person not to do something unlawful. Examples include preventing a person from trespassing, stopping disclosure of confidential information, or halting construction on disputed land. Preventive relief ensures the harm is stopped before it becomes permanent. It preserves rights while the dispute continues.

Remedial Relief – Specific Relief Act Key Provisions

The Specific Relief Act key provisions also provide remedial relief. These remedies enforce existing rights. Examples include: compelling a party to specifically perform a contract, declaring the legal rights of a person, or cancelling a document that was wrongly executed. The remedial side of the Act is about ensuring justice even after breach has occurred.

Specific Performance – Specific Relief Act Specific Performance

The Specific Relief Act specific performance rules fall under remedial relief. Instead of awarding damages, the court orders actual performance of a contract. This is common in property contracts, real estate agreements, and business arrangements where money is not a sufficient substitute. Courts apply this remedy to make sure that the aggrieved party gets what was agreed, not just money in place of it.

Injunctions and Declarations – Specific Relief Act Injunctions and Remedies

The Specific Relief Act injunctions and remedies part covers injunctions and declaratory decrees. Injunctions are preventive, while declarations clarify rights. For example, in a property dispute, a declaration can confirm ownership or lawful possession, while an injunction can prevent interference. Together, they provide both certainty and protection.

Specific Performance of Contracts – Specific Relief Act 1963 PDF

The Specific Relief Act 1963 PDF makes specific performance the most important remedy under this law. Instead of awarding damages, the court may order that the contract itself be carried out. This ensures that the aggrieved party gets the exact performance promised. The law recognises that in many cases money is not a sufficient substitute. Land, property, business projects, or contracts involving unique goods are examples where damages cannot fully protect the right.

Enforceable Contracts – Specific Relief Act 1963 Bare Act

The Specific Relief Act 1963 bare act explains which contracts can be specifically enforced. These include contracts for immovable property, contracts where compensation in money is not adequate, and commercial contracts where supervision of performance is possible. Courts also allow specific performance in cases where substituted performance by a third party is not practical.

In practice, enforceable contracts usually include:

- contracts for sale or transfer of land,
- real estate development agreements,
- business or infrastructure contracts where damages would not restore the position.

Non-Enforceable Contracts – Specific Relief Act Executive Summary

The Specific Relief Act executive summary also makes clear which contracts cannot be enforced. These are

contracts depending on personal skill, contracts that are uncertain in terms, and contracts that are by nature determinable. For example, an employment contract for personal services cannot be enforced. Similarly, a vague agreement without clear terms cannot be enforced.

This limitation protects courts from supervising contracts that are impossible or impractical to enforce.

Court's Discretion – Specific Relief Act Key Provisions

The Specific Relief Act key provisions earlier gave discretion to courts to decide whether or not to grant specific performance. After the 2018 amendment, the discretion is reduced. Now, specific performance is the rule and not the exception. Courts are expected to grant this relief unless the case falls in the category of contracts excluded under the Act. This change was made to support business certainty and infrastructure projects.

Importance – Specific Relief Act Specific Performance

The Specific Relief Act specific performance remedy is widely used in property and business disputes. Courts direct parties to perform what they agreed, especially in cases of immovable property where land or property is unique. The importance of this remedy is that it prevents parties from escaping obligations by paying damages. It ensures contracts are honoured in substance, not just compensated in money.

Supporting Relief – Specific Relief Act Injunctions and Remedies

The Specific Relief Act injunctions and remedies provisions often work alongside specific performance. While the main relief is to compel performance, injunctions may be granted to stop the other party from transferring the property to someone else or from violating the agreement during the pendency of the case. Both remedies support each other to ensure complete justice.

Injunctions – Specific Relief Act 1963 PDF

The Specific Relief Act 1963 PDF also provides preventive relief in the form of injunctions. This is one of the most common remedies used in civil courts. Injunction means a court order to stop a person from doing something or to maintain a certain status. It is granted when damages are not an adequate remedy, and when immediate protection of rights is needed. Courts grant injunctions to avoid irreparable harm.

Nature of Injunctions – Specific Relief Act 1963 Bare Act

The Specific Relief Act 1963 bare act mentions two main types of injunctions: temporary and perpetual.

- Temporary injunctions are granted at an interim stage to maintain the situation until the final decision.
- Perpetual injunctions are granted by decree at the end of trial to permanently restrain unlawful acts.

Temporary injunctions are governed by the CPC, but the substantive right to injunction comes from this Act.

Preventive Relief – Specific Relief Act Executive Summary

The Specific Relief Act executive summary shows injunctions are a form of preventive relief. They are used in disputes involving property, possession, nuisance, trespass, and breach of contract. The idea is to stop harm before it becomes permanent. Common examples include:

- preventing sale of disputed property,
- restraining breach of confidential agreements,
- stopping encroachment on land,
- preventing misuse of trust property.

These are granted where damages are not sufficient protection.

When Courts Refuse – Specific Relief Act Key Provisions

The Specific Relief Act key provisions also make it clear when injunctions cannot be granted. Courts refuse injunctions when:

- damages are an adequate remedy,
- contract is determinable,
- injunction would stop performance of a contract dependent on personal skill,
- injunction would interfere with public duties.

This ensures that injunctions are granted only in proper cases, not as a weapon to harass the other side.

Connection with Performance – Specific Relief Act Specific Performance

The Specific Relief Act specific performance provisions often work together with injunctions. While specific performance compels a party to fulfil the contract, injunctions stop the party from breaching it during litigation. For example, when a contract for sale of land is under dispute, the court may order specific performance and also issue an injunction to stop the seller from transferring the property elsewhere.

Broader Role – Specific Relief Act Injunctions and Remedies

The Specific Relief Act injunctions and remedies provisions show injunctions are not only about contracts. They extend to property rights, trusts, and even negative obligations. A negative covenant in a contract — for example, an agreement not to compete — can also be enforced by injunction. This makes injunctions one of the broadest remedies under this Act.

Declaratory Relief – Specific Relief Act 1963 PDF

The Specific Relief Act 1963 PDF also provides for declaratory relief. This remedy is used when a person needs legal certainty about their rights. A declaration by the court does not order performance or grant damages. It simply states what the legal position is. This is important in property disputes, trust matters, and agreements where rights are unclear. Once the court declares a right, it becomes binding on all parties.

Nature of Declaration – Specific Relief Act 1963 Bare Act

The Specific Relief Act 1963 bare act explains that any person entitled to a legal character, or any right as to property, may seek a declaration from court. This means if a person's status or property right is denied or challenged, they can approach court for a declaration. For example, if ownership of land is questioned, or if a trust deed creates confusion, a declaration can be sought.

Object of Declaration – Specific Relief Act Executive Summary

The Specific Relief Act executive summary highlights the object of declaratory relief. It is meant to remove uncertainty. It prevents future disputes by settling the legal position once and for all. Some common situations include:

- ownership disputes in property,
- interpretation of wills or trust deeds,
- status of a person under a contract,
- clarification of rights in partnership or family property.

The declaration acts as a shield, giving the party legal protection against future claims.

Limitation of Declaration – Specific Relief Act Key Provisions

The Specific Relief Act key provisions also set limits on this relief. A declaration alone cannot be sought where further relief is possible. If a person needs possession or injunction along with declaration, they must claim it. Courts do not allow mere academic declarations without practical purpose. The Act ensures that declarations are granted only when they serve a real need.

Link with Performance – Specific Relief Act Specific Performance

The Specific Relief Act specific performance rules sometimes go hand in hand with declaratory relief. For example, in a contract for sale of land, a declaration of ownership may be sought first, followed by a suit for specific performance. In this way, declarations are often the foundation for other remedies.

Supporting Role – Specific Relief Act Injunctions and Remedies

The Specific Relief Act injunctions and remedies provisions also connect with declarations. Often, a declaration is followed by injunction to stop interference with the declared right. For example, once the court declares a party as lawful owner, an injunction may be issued to restrain others from trespassing. The remedies complement each other.

Substituted Performance – Specific Relief Act 1963 PDF

The Specific Relief Act 1963 PDF after the 2018 amendment introduced substituted performance. Before this, the party had to depend on court orders for specific performance. Now, if one side refuses, the other side can get the work done by another person and then recover the cost. It keeps the project going. It avoids long delay.

Nature of Substituted Performance – Specific Relief Act 1963 Bare Act

The Specific Relief Act 1963 bare act says that substituted performance can be taken only after notice. The aggrieved party must give notice to the defaulting party. If the notice is ignored, then substituted performance is allowed. It is simple in process:

- serve notice,
- wait for reasonable time,
- arrange third party to complete the work,
- recover expenses from defaulting party.

This works well in contracts like construction, supply, infrastructure.

Object – Specific Relief Act Executive Summary

The Specific Relief Act executive summary shows the object. Work should not stop because one party refuses. Earlier, court cases took years, projects remained incomplete. Now substituted performance allows continuation. Later, expenses can be claimed. The main aim is continuity, not punishment.

Limits – Specific Relief Act Key Provisions

The Specific Relief Act key provisions make clear limits. Once substituted performance is taken, the aggrieved party cannot again ask for specific performance. They can only claim expenses. One choice must be made. This avoids double remedies.

Role in Contracts – Specific Relief Act Specific Performance

The Specific Relief Act specific performance remains important, but substituted performance adds another tool. In commercial projects, builders, contractors, suppliers cannot afford delay. This remedy is practical. It shifts the risk from courts to parties.

Support – Specific Relief Act Injunctions and Remedies

The Specific Relief Act injunctions and remedies often come together with substituted performance. Example: injunction to stop the defaulting party from obstructing the substituted performance. This keeps the process smooth and ensures rights are protected.

Rectification and Cancellation of Instruments – Specific Relief Act 1963 PDF

The Specific Relief Act 1963 PDF also covers rectification and cancellation of instruments. This is important because many disputes arise from documents which do not reflect the true agreement of parties, or which are void, fraudulent, or unlawful. Courts under this Act can either correct the document or cancel it altogether. The aim is to protect rights and avoid misuse of wrong instruments.

Rectification – Specific Relief Act 1963 Bare Act

The Specific Relief Act 1963 bare act says that when, through fraud or mutual mistake, a contract or instrument does not express the real intention, the court may rectify it. Rectification means correction. The court amends the document so that it represents the actual agreement. This is done only when both parties intended something else but the document shows error.

Common situations include:

- spelling mistake in name of party or property,
- wrong boundaries in land documents,
- omission of an agreed clause,
- clerical errors changing meaning.

Rectification restores the true intention.

Cancellation – Specific Relief Act Executive Summary

The Specific Relief Act executive summary also provides cancellation as a remedy. If an instrument is void or voidable, the person affected may sue to have it cancelled. This prevents the document from being used against them in future. For example, forged sale deeds, fraudulent agreements, or documents executed without authority. Cancellation is a preventive measure so that invalid papers do not harm lawful rights.

Court's Power – Specific Relief Act Key Provisions

The Specific Relief Act key provisions clarify the conditions. Rectification is allowed only where both parties intended differently but recorded wrongly. Cancellation is allowed when document is void, voidable, or likely to cause harm if left outstanding. The court balances equities before granting this remedy.

Link with Specific Performance – Specific Relief Act Specific Performance

The Specific Relief Act specific performance often works with rectification. If a contract is wrongly written, the court may first rectify it, then order specific performance of the corrected terms. Without rectification, enforcement would be unfair. This shows how remedies under the Act complement each other.

Support from Injunction – Specific Relief Act Injunctions and Remedies

The Specific Relief Act injunctions and remedies also support cancellation. Often injunction is granted to prevent use of fraudulent document until it is formally cancelled. This ensures protection during litigation. Courts may also combine cancellation with declaration and injunction for full relief.

Recovery of Possession – Specific Relief Act 1963 PDF

The Specific Relief Act 1963 PDF also provides the remedy of recovery of possession. This is one of the

most practical reliefs. It is used when a person is unlawfully deprived of property or possession. The Act allows courts to restore possession even without deciding ownership in some cases. The idea is simple – lawful possession cannot be disturbed without authority of law.

Nature of Remedy – Specific Relief Act 1963 Bare Act

The Specific Relief Act 1963 bare act states that a person in possession of immovable property cannot be dispossessed except in accordance with law. Even a true owner cannot forcibly evict a lawful occupant. They must go to court. This is based on the principle that possession itself is a right and deserves protection.

Typical cases include:

- unlawful eviction by landlord,
- trespass by neighbours,
- interference by co-owners without authority,
- dispossession during pending disputes.

In all such cases, possession is restored first, then rights are decided separately.

Scope – Specific Relief Act Executive Summary

The Specific Relief Act executive summary shows that recovery of possession applies both to immovable and movable property. Immovable property includes land, houses, buildings. Movable property includes goods, machinery, even vehicles. If possession is unlawfully taken, the court can order return. This prevents strong-arm tactics and protects rule of law.

Procedure – Specific Relief Act Key Provisions

The Specific Relief Act key provisions outline the procedure. A suit for possession must be filed within limitation period. Plaintiff must prove possession and unlawful dispossession. Ownership proof is not necessary at this stage. The defendant can defend only on limited grounds, such as better title or lawful authority. This makes the remedy quick and effective.

Link with Specific Performance – Specific Relief Act Specific Performance

The Specific Relief Act specific performance and recovery of possession are often connected. For example, after decree for specific performance of sale agreement, possession of property is handed over through this remedy. Thus, recovery of possession completes the process of enforcement.

Supporting Relief – Specific Relief Act Injunctions and Remedies

The Specific Relief Act injunctions and remedies support recovery by preventing further interference. Injunctions are often granted along with possession orders, so that the dispossessed party is not again harassed. This ensures stability after restoration.

Conclusion – Specific Relief Act 1963 PDF

The Specific Relief Act 1963 PDF remains a central law in civil remedies. It is narrow in scope but very strong in effect. The Act covers only civil rights, not criminal wrongs. It provides remedies like specific performance, injunctions, declaratory decrees, rectification, cancellation, substituted performance, and recovery of possession. These are limited but effective.

The law ensures that parties cannot escape obligations by simply paying damages. Contracts are enforced, unlawful acts are prevented, and possession is protected. The remedies under this Act are equitable, not punitive. They are designed to give exact justice in cases where ordinary compensation is not enough.

Courts today apply the Specific Relief Act 1963 bare act widely in property disputes, commercial agreements, infrastructure projects, and business contracts. After the 2018 amendment, the importance of

specific performance and substituted performance has increased. This shows the Act has adapted to modern requirements.



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