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# **THE SPECIFIC RELIEF ACT**

## **Comprehensive Overview**



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The **Specific Relief Act, 1963** is a crucial legislation in Indian civil law that provides remedies for enforcing individual civil rights, particularly **specific performance of contracts, injunctions, rectification, rescission, and cancellation of instruments.**

It does **not deal with criminal wrongs** or compensatory damages but focuses on **ensuring performance of obligations as agreed.**

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## Key Objectives

- To enforce civil rights through equitable remedies.
  - To ensure **performance rather than compensation** in cases where damages are inadequate.
  - To protect parties against breach of obligations in contracts and civil wrongs.
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## Key Provisions - Summary Table

Part/ Section	Provision	Description
Sec. 4	Specific Relief	Relief can be granted only for enforcing civil rights.
Sec. 5-8	Recovery of Possession	Provides recovery of possession of property (movable/immovable).
Sec. 9-25	Specific Performance of Contracts	Court may direct specific performance where damages are inadequate.
Sec. 10	When Specific Performance is Enforceable	Earlier discretionary; post-2018 amendment → <i>now mandatory unless exceptions.</i>
Sec. 11-14	Exceptions	Contracts not specifically enforceable (e.g., determinable contracts, personal service).
Sec. 14A	Expert Assistance (2018 Amendment)	Court may seek experts in contract performance.
Sec. 15-19	Who Can Seek Performance	Covers parties, legal heirs, beneficiaries, and assigns.
Sec. 20	Discretion of Court	Earlier allowed courts discretion; after 2018, discretion reduced.
Sec. 21-24	Damages & Substituted Performance	Provision for compensation alongside or in substitution of performance.

Sec. 25-30	Rectification & Rescission	Court may rectify mistakes in contract or rescind it.
Sec. 31-33	Cancellation of Instruments	Instrument (document/contract) may be cancelled if void/voidable.
Sec. 34-35	Declaratory Decrees	Courts may declare rights/obligations without awarding damages.
Sec. 36-42	Injunctions	Temporary, perpetual, and mandatory injunctions available.

## Key Amendments

Year	Amendment	Impact
2018	Major overhaul	Made specific performance <b>mandatory</b> , reduced court discretion. Introduced <b>substituted performance (Sec. 20)</b> , and <b>expert assistance (Sec. 14A)</b> .
2022	Minor procedural updates	Clarified enforcement provisions and streamlined civil remedies.

## Landmark Judgments

Case	Principle Laid Down
<b>K. Narendra v. Riviera Apartments (1999)</b>	Specific performance not granted if contract causes undue hardship.

<b>Adhunik Steels Ltd. v. Orissa Manganese (2007)</b>	Substituted performance recognized in contracts.
<b>Lourdu Mari David v. Louis Chinnaya (1996)</b>	Enforcement possible against legal representatives of party.
<b>K. Kalpana Saraswathi v. P.S.S. Somasundaram (1980)</b>	Specific performance granted when damages inadequate.
<b>Indian Oil Corp. v. Amritsar Gas Service (1991)</b>	Contracts determinable in nature cannot be specifically enforced.
<b>T. Arivandandam v. T.V. Satyapal (1977)</b>	Court should reject frivolous claims for specific performance.

## Conclusion

The **Specific Relief Act, 1963** plays a vital role in ensuring contractual fairness and protecting civil rights. The **2018 amendment** shifted the focus from discretionary remedies to **mandatory enforcement**, making it harder for defaulting parties to escape liability.

It ensures that justice is not just compensatory but **restorative** by compelling parties to fulfil their obligations.

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**The purpose of the  
law is to prevent  
the strong from  
always having their  
way.**

*- Ovid*