

# Development of the Law of Specific Relief



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# Background & Evolution

- Common law courts in England lacked power to compel performance of contractual obligations; relief was limited to damages.
- Concept of specific relief evolved through equity, outside ordinary civil jurisdiction.
- Specific Relief Act, 1877 enacted in India, modeled on the New York Civil Code, 1862
- Applied in India on principles of equity, justice, and good conscience
- Initially perceived as overlapping with remedies under CPC and Transfer of Property Act
- Based on Law Commission recommendations, a comprehensive legislation was enacted as the Specific Relief Act, 1963

# Shift in Approach

- 2016 Expert Committee constituted to enhance enforceability of contracts, especially for infrastructure and PPP projects
- Paradigm shift: Specific performance made the rule rather than exception
- Section 10: Mandatory enforcement of specific performance, subject to limited statutory exceptions
- Section 14: Exhaustive list of non-enforceable contracts, curtailing judicial discretion
- Deletion of Section 20: Removal of broad equitable discretion to refuse relief
- Introduction of special protection for infrastructure projects [Sections 20A, 41(ha)]
- Procedural strengthening through expert appointment (Section 14A) and expanded remedies (Section 21)

PROVISIONS	OLD ACT	AFTER 2018 AMENDMENT
Sec. 10 – Nature of SP	SP may, in court’s discretion, be enforced only when damages not adequate.	SP shall be enforced, subject only to S. 11(2), 14, 16.
Sec. 11(1)– Trust contracts	SP may, in discretion, be enforced for trust-related contracts.	SP shall be enforced for such contracts (subject to Act).
Sec. 14 – Non-enforceable contracts	Very broad: adequacy of damages, personal qualification or volition, determinable contracts, continuous duty, arbitration clause bar + detailed carve-outs.	Short, closed list: (a) after substituted performance; (b) continuous duty not supervisable; (c) contracts dependent on personal qualifications; (d) determinable contracts.
Sec. 16(a)– Personal bar	Bar where plaintiff “would not be entitled to recover compensation”.	Bar where plaintiff has obtained substituted performance under S. 20.
S.20	Discretion as to decreeing specific performance (this Section has been deleted in full)	Substituted performance of contract

Katt a Sujat ha Reddy v. Siddamset ty Infra Project s Pvt . Ltd (2023) 1 SCC 355

The Court held that: (i) the Amendment is substantive in nature, meaning it was not a mere procedural change that could be applied retrospectively; and (ii) the relevant date for determining the prospective application of the Amendment is the date of the “transaction.”



M/s Siddamset ty Infra Project s Pvt . Ltd. v. Katt a Sujat ha Reddy & Ors.  
(2024) SCC OnLine SC 3214

- The Supreme Court recalled its earlier decision (2023) that held the suit was barred by limitation.
- Specific Performance Granted: The High Court of Telangana's judgment was restored, which had directed specific performance of the contract (conveying property proportional to 90% of the payment made).
- The review concluded that the limitation period began when the buyer received notice of refusal, and because the vendor accepted partial payment and did not issue proper notice, the suit was within limitation.
- The review proceeded on the basis that the 2018 amendment to the Specific Relief Act (making specific performance mandatory) was not directly applied to invalidate the contract, as the contract and breach occurred before the amendment.
- The Court found that the purchaser (Siddamsetty) was ready and willing to perform their obligations, and the vendor's (Katt a Sujat ha Reddy) failure to produce necessary documents meant they could not forfeit the payment.

# Whether the suit for specific performance is maintainable without seeking a declaration that termination of the agreement was invalid?



**ANNAMALAI V. VASANTHI  
(2025 SCC ONLINE SC 2300)**

Declaration challenging termination not always necessary if unilateral termination is void/waived or contract treated as subsisting, plaintiff can directly sue for specific performance; acceptance of further payment indicates waiver and subsistence of contract.



**K.S. ManjunATH V. MOORASAVIRAPPA  
(2025 SCC ONLINE SC 2378)**

Unilateral termination of non-determinable ATS impermissible; plaintiff need not seek declaration against termination; burden lies on terminating party. Specific performance enforceable against subsequent purchasers unless they prove bona fide purchase without notice under Section 19(b) SRA.



**Alka Shrirang Chavan v. HEMCHANDRA  
RAJARAM BHONSALE (2026 SCC  
ONLINE SC 55)**

Subsequent transfers during litigation governed by doctrine of lis pendens (Section 52 TPA); protection under Section 19(b) SRA is limited — once suit is filed, later transferees cannot defeat decree for specific performance or resist execution.

# Time Essence & Readiness/Willingness in Specific Performance



## **Chand Rani v. Kamal Rani (1993) 1 SCC 519:**

In sale of immovable property, time is generally not the essence, but performance must occur within a reasonable time based on contractual terms, nature of property, and surrounding circumstances; failure to comply with essential payment timelines and conduct showing lack of readiness can justify denial of specific performance.

## **Silvey v. Arun Varghese (2008) 11 SCC 45:**

Even where time is not expressly essential, completion date cannot be treated as a mere target; court must examine readiness and willingness under Section 16(c) SRA and parties' conduct. Specific performance upheld where delay was attributable to defendants' failure to furnish required documents and false pleas weakened their defence.



# Equity cannot override statutory mandate



## 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.

## B. Santoshamma v. D. Sarala, (2020) 19 SCC 80

*“70. After the amendment of Section 10 of the SRA, the words “specific performance of any contract may, in the discretion of the court, be enforced” have been substituted with the words “specific performance of a contract shall be enforced subject to ...”. The court is, now obliged to enforce the specific performance of a contract, subject to the provisions of sub-section (2) of Section 11, Section 14 and Section 16 of the SRA. Relief of specific performance of a contract is no longer discretionary, after the amendment.”*



# Relief of Possession & Assignment

**Babu Lal v. Hazari Lal Kishori Lal  
(1982) 1 SCC 525**

Section 22 SRA is an enabling procedural provision to avoid multiplicity of proceedings; relief of possession is not mandatory in every specific performance suit and may be inherent depending on circumstances. Courts may allow amendment and grant consequential relief even at execution stage, and procedure must advance substantive justice.

**Rajeswari v. Shanmugan, 2025  
SCC OnLine SC 2499**

A decree for specific performance does not create title or interest in immovable property; hence, assignment of such a decree is not compulsorily registrable under Section 17 of the Registration Act. Assignee can execute the decree under Order XXI Rule 16 CPC, as rights transferred are merely decree benefits, not proprietary interests.

# Maintainability of Injunction Suits & Requirement of Declaration/Possession

*Anathula Sudhakar v. P. Buchi Reddy (2008) 4 SCC 594:*

*Supreme Court laid down governing principles for injunction suits: injunction simpliciter lies only where lawful possession is clear and title is undisputed. Where title is under a cloud or plaintiff is out of possession, the proper remedy is declaration and/or possession with consequential injunction. In vacant land disputes, possession often follows title, but complex title issues require a comprehensive declaratory suit rather than a bare injunction action.*

*Sanjay Paliwal v. BHEL, 2026 SCC OnLine SC 83:*

Reaffirmed Anathula Sudhakar principles—where serious disputes over title, identity, or possession exist, a suit for bare mandatory injunction is not maintainable; plaintiffs must seek possession and declaratory relief. Mandatory injunction suits are appropriate mainly in cases of permissive possession or licensee disputes, not where competing proprietary claims exist or foundational proof is lacking.

# Readiness and Willingness

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

*(c) who fails to prove fails to aver and 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 of 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 must prove must aver performance of, or readiness and willingness to perform, the contract according to its true construction.*

**V.S. Ramakrishnan v. P.M. Muhammed Ali,  
2022 SCC OnLine SC 1545**

*“8. .... There must be a specific issue framed on readiness and willingness on the part of the plaintiff in a suit for specific performance and before giving any specific finding, the parties must be put to notice. The object and purpose of framing the issue is so that the parties to the suit can lead the specific evidence on the same.....”*

***Silverline Forum (P) Ltd. v. Rajiv Trust, (1998)3 SCC 723:***

- In execution proceedings, the executing court must adjudicate only those legally arising and relevant questions under Order 21 Rule 101 CPC when resistance is offered; a transferee pendente lite has no independent right to obstruct execution beyond limited inquiry due to Section 52 TPA.*

***V.S. Palanichamy Chettiar Firm v. V.S. Alagappan, (1999)4 SCC 702:***

- Specific performance is an equitable and discretionary relief, and decree-holders must demonstrate continuous readiness and willingness; unexplained delay in complying with decree conditions (e.g., deposit of consideration) disentitles them to extension of time and execution relief.*



# Thank You



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