

Leading Cases under the Specific Relief Act (SRA)

These cases have played a significant role in interpreting and applying the Specific Relief Act.

Cases Related to Specific Performance (Sections 10-14 SRA)

These are cases where a party seeks a court order directing the other party to fulfill their contractual obligations, rather than merely paying damages for breach of contract.

* His Holiness Acharya Swami Ganeshdasji v. Seetharam Apar (1996) 2 SCC 149:

* What was learned? The Supreme Court clarified the distinction between “readiness” and “willingness.”

* In simple terms: “Readiness” means you have the financial capacity or resources to fulfill your part of the contract. “Willingness” means you genuinely intend to perform your part and your conduct demonstrates that intention. To get specific performance, you must continuously prove both your readiness and willingness.

* Man Kaur v. Hartar Singh Sangha (2010) 10 SCC 512:

* What was learned? The Supreme Court held that even if the defendant has breached the contract, if the plaintiff fails to prove that they were “ready and willing” to perform their part of the contract continuously, specific performance may be denied.

* In simple terms: If you want the other person to uphold their promise, you yourself must always be ready and willing to fulfill your promise, and you must show that you were. Simply saying they breached isn’t enough.

* Saradamani Kandappan v. S. Rajalakshmi (2011) 12 SCC 18:

* What was learned? The Court ruled that in situations where property prices are escalating rapidly and the purchaser has caused inordinate delay in making payments, it would be inequitable (unfair) to grant specific performance of the contract. Courts must scrutinize such cases carefully.

* In simple terms: If property prices have shot up very quickly and the buyer has unnecessarily delayed payment, the court might not force the sale, as it would be unfair to the seller.

* Avinash Ramachandra Marathe v. Anand Arvind Chougule and Ors. (2024) SCC OnLine SC 123:

* What was learned? The Supreme Court recently clarified that if you file a suit for specific performance of a contract (e.g., a contract to purchase property), you don't need to specifically ask for "possession" separately. If the right to possession is inherent in the contract, it will be deemed to be included in the prayer for specific performance.

* In simple terms: If you're suing to make someone sell you a house as promised, you don't have to specifically ask the court, "I also want possession of the house." It's already understood in the contract that if you get the house, you get possession.

Cases Related to Possession (Section 6 SRA)

These cases deal with situations where a person is unlawfully dispossessed of their property and seeks quick restoration of possession.

* East India Hotels Ltd. V. Syndicate Bank (1992) 1 SCC 714:

* What was learned? This case emphasized that the objective of Section 6 is to prevent forcible and unlawful dispossession of a person from their property.

* In simple terms: This section was made to stop anyone from forcibly or illegally kicking someone out of their property.

* Yeshwant v. Jagdish (1968) AIR 1968 Raj 273:

* What was learned? "Due course of law" implies that a person must be given an opportunity to be heard, to present evidence, and to defend their rights before being deprived of their property, liberty, or life.

* In simple terms: If someone is to be removed from their land, it must be done through proper legal channels. They should be given a full chance to present their case and show their evidence.

Cases Related to Declaratory Decrees (Section 34 SRA)

These cases involve situations where a person seeks a "declaration" from the court about a certain right, such as ownership of property.

* Sudhakar Sharma & Ors. V. Nandini Mishra & Ors. (2023) SCC OnLine HP 2191:

* What was learned? The Himachal Pradesh High Court stated that Section 34 of the SRA does not automatically bar a suit for mere declaration of title (ownership), even if further relief might be available to the plaintiff.

* In simple terms: You can go to court just to find out who the true owner of something is, even if you don't want anything else related to it (like possession).

Cases Related to Discretionary Nature of Relief (Section 20 SRA)

Reliefs granted under the SRA (like specific performance) are discretionary, meaning they are at the court's discretion and not a matter of right.

* *Adhunik Steels Ltd. V. Orissa Manganese and Minerals Pvt. Ltd.* (2007) 7 SCC 125:

* What was learned? The Supreme Court held that specific relief is an "equitable remedy" and is granted by the court in its discretion. The court is not bound to grant relief merely because it is lawful to do so. The court must exercise its discretion based on sound legal principles.

* In simple terms: Whether the court grants relief under the SRA or not is up to its discretion. It will only do so if it feels it's fair and just, not just because a law allows it.

Mutuality of Remedy (Specific Performance Context)

This principle suggests that specific performance should only be granted if it could also have been granted against the party seeking the remedy. While its strict application has been diluted over time, it remains a consideration.

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

* What was learned? The Supreme Court reiterated that specific performance is a discretionary relief. It cannot be claimed as a matter of right. One of the factors for exercising discretion is the mutuality of remedy. If a contract cannot be specifically enforced against one party, it generally should not be enforced against the other.

* In simple terms: If a court couldn't force you to fulfill your part of a contract, it's generally unfair to force the other person to fulfill theirs. The court looks for a balance.

Delay and Laches (Specific Performance Context)

This refers to unreasonable delay in seeking a legal remedy. If a party sleeps on their rights, they might lose the chance to get specific performance.

* *K. S. Vidyanadam v. Vairavan* (1997) 3 SCC 1:

* What was learned? The Supreme Court emphasized that delay, even if short, combined with a significant change in circumstances (like a sharp rise in property prices), can be a ground for refusing specific performance. The court considers whether granting specific performance would be inequitable due to the plaintiff's inaction.

* In simple terms: If you wait too long to ask the court to enforce a contract, especially if the value of what's being sold has changed a lot, the court might say "no." Don't sit on your rights!

Readiness and Willingness – Continuous Obligation

This concept is crucial for anyone seeking specific performance. It's not just about being ready at the time of filing the suit, but continuously.

* P. V. S. Mohammad Koya v. M. A. Mohammad Koya (2014) 11 SCC 64:

* What was learned? The Supreme Court reiterated that the plaintiff seeking specific performance must plead and prove that he was ready and willing to perform his part of the contract throughout the relevant period, from the date of the contract till the date of the decree. This is a fundamental requirement under Section 16© of the SRA.

* In simple terms: If you want someone to fulfill their promise, you have to show that you were always ready and willing to fulfill yours, from the day you made the deal until the court makes its final decision. It's an ongoing requirement.

Contracts Not Specifically Enforceable (Section 14 SRA)

This section lists types of contracts that generally cannot be specifically enforced, often because damages would be an adequate remedy or the contract requires continuous supervision.

* Indian Oil Corporation Ltd. V. Amritsar Gas Service (1991) 1 SCC 533:

* What was learned? The Supreme Court held that a contract for distributorship of a perishable commodity (like gas) which involves a continuous relationship is generally not specifically enforceable. Instead, the aggrieved party is entitled to damages for breach of contract. This falls under Section 14(1)(a) which deals with contracts that are inherently determinable (can be ended by either party).

* In simple terms: If a contract can be easily ended by either side (like a gas distribution agreement) or if it needs constant looking after by the court, the court won't force it to be performed. You'll likely just get money as compensation if it's broken.

Injunctions – Principles of Granting (Sections 37-42 SRA)

These cases deal with orders from the court to stop someone from doing something (prohibitory injunction) or to make them do something (mandatory injunction).

* Dalpat Kumar v. Prahlad Singh (1992) 1 SCC 719:

* What was learned? The Supreme Court laid down the three golden principles for granting interim injunctions:

* Prima Facie Case: There must be a strong likelihood that the party seeking the injunction will succeed in the main case.

* Irreparable Injury: The party seeking the injunction must show that if the injunction is not granted, they will suffer harm that cannot be compensated by money.

* Balance of Convenience: The court must weigh the inconvenience or harm that would be caused to the applicant if the injunction is refused, against the inconvenience or harm that would be caused to the other party if the injunction is granted. The balance should favor the applicant.

* In simple terms: To get a temporary stop order from the court, you need to show three things: (1) You probably have a strong case. (2) If the order isn't given, you'll be hurt in a way that money can't fix. (3) Granting the order would cause less trouble overall than not granting it.

These cases provide a comprehensive overview of the key principles and their judicial interpretations under the Specific Relief Act. Each citation allows for precise legal reference.