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ANALYSIS OF INDIAN SPECIFIC RELIEF ACT

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INTRODUCTION

The Specific Relief Act, 1963 is a significant piece of legislation in India dealing with contract and civil laws whereby individuals obtain redress where there is infringement of their legal or contractual rights. Instead of damages which involve monetary compensation specific relief involves the performance of an obligation or a right in real sense. The rationale behind the granting of specific relief in this case is placing the aggrieved party in a similar position that he/she would have been had the obligation or right been fulfilled.

The Specific Relief Act falls under the category of equity law since such law is based on justice and fairness. Equity remedies are granted by the court whenever monetary compensation is not enough to correct the injustice suffered by the aggrieved party. This is applicable in situations whereby a unique piece of property is at stake and where intellectual property rights are involved.

OVERVIEW OF THE SPECIFIC RELIEF ACT, 1963

The Specific Relief Act, 1963 was enacted on 13 December 1963 and came into force on 1 March 1964. It consists of 44 Sections divided into eight chapters and three parts. This act provides for legal remedies to enforce the civil and contractual rights of an individual in situations where mere monetary compensation is not adequate. While damages refer to financial compensation in favour of the aggrieved party, specific relief refers to the enforcement of rights and obligations.

Some of the remedial measures provided under the Specific Relief Act include specific performance of contract, injunction, declaration, rescission of contract, rectification of instrument, and cancellation of instrument. Specific performance of contract refers to the enforcement of contractual obligations by one of the contracting parties. Injunctions may be restraining or mandatory orders. Declaration allows courts to make declarations about the legal rights and position of parties. Rescission and cancellation of contracts can be ordered in situations where there is some defect in contracts or where contracts are void.

Traditionally, remedies under the Act were equitable and discretionary, allowing courts to consider fairness, conduct of parties, and feasibility before granting relief. However, the Specific Relief (Amendment) Act, 2018 introduced significant changes by shifting the law from a discretionary approach to a more enforcement-oriented framework, thereby strengthening contractual certainty and commercial efficiency in India.

KEY AMENDMENTS UNDER THE SPECIFIC RELIEF (AMENDMENT) ACT, 2018

The Specific Relief (Amendment) Act of 2018 brought major changes that aimed at strengthening contract enforcement. The first alteration that can be noted concerns Section 10, which moved the law to operate under a performance approach from a discretionary approach by making specific performance a rule instead of an exception. Earlier, courts could refuse to enforce a contract if monetary compensation was sufficient or if the terms of the contract were too detailed and difficult to carry out.

A significant amendment introduced Section 20, which deals with substituted performance. Under this provision, if one party fails to perform its contractual obligation, the aggrieved party may, after giving a thirty-day written notice, have the contract performed by a third party or through its own means and recover the costs incurred from the defaulting party. However, once substituted performance is chosen, the aggrieved party cannot later seek specific performance, although a claim for compensation remains available.

Moreover, changes were also made to Section 14 in order to include those contracts which shall not be specifically enforceable, thus limiting the judicial discretion. The amendment of Section 16 involved the deletion of the provision that the plaintiff must be able to aver however proving his readiness and willingness without fail is still mandatory. Similarly, amendments in the sections dealing with injunctions limited courts to provide injunctions in some infrastructure projects so as to avoid any delay in development and business activity.

These amendments collectively transformed the Act into a more business-friendly and enforcement-focused legislation.

CONCLUSION

The Specific Relief Act, 1963 offers remedies that concentrate on enforcing rights in the true sense as against mere monetary recovery. After amendments courts now have limited discretion in declining an order for specific performance, leading to predictability in contract enforcement. However, the limited discretion of courts may cause some injustice since courts will have limited room for considering any hardship, unfairness, or other issues affecting the ability of the parties to fulfil their obligations in the contract. A further point of contention is the restriction placed on the use of injunctions during infrastructure projects as it may limit the ability of affected parties to seek timely judicial remedies and adequately protect their rights.

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