SRA-C01 - 4 PROVISIONS

Preliminary, Definitions and Limits of Specific Relief

Specific Relief Act, 1963

Full local statutory text **Finin2min implementation edition** **CA Nikhil Gupta and Kajri Singh**

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Finin2min Summary - Chapter in 2 Minutes

Purpose

This unit converts preliminary, definitions and limits of specific relief into statutory, transaction, evidence and remedy decisions.

Who is covered

Businesses, contracting parties, partners, buyers, sellers, principals, agents and litigants affected by this chapter.

Main obligations

Read the transaction documents and actual conduct against every statutory limb, exception and connected law.

Key timelines

Record event, breach, refusal, notice, acknowledgment and filing dates; apply the correct Limitation Act article.

Forms and evidence

Use the chapter evidence checklist and State/UT forms where registration or public notice applies.

Top risk

Wrong classification, missing authority, weak evidence, ineffective notice, unverified State process or wrong remedy.

Remedy

Preserve rights, mitigate loss, quantify exposure and confirm forum, arbitration, limitation and interim relief.

Finin2min takeaway

Classify - map law - verify authority - prove performance - quantify consequence - select remedy and forum.

Section-by-section provision map

Provision	Title	Status	Decision theme
s.1	Short title, extent and commencement	operative	scope and classification
s.2	Definitions	operative	scope and classification
s.3	Savings	operative	

			commercial rights and obligations
s.4	Specific relief to be granted only for enforcing individual civil rights and not for enforcing penal laws	operative	breach and remedies

Legal status, amendments and source protocol

Act: Specific Relief Act, 1963; Act 47 of 1963; commencement 1 March 1964.

Source protocol: Complete central provision text is reproduced locally. Retained official India Code PDF extract. Official India Code and Gazette instruments prevail if any discrepancy is identified.

Full statutory text and Finin2min decode

Section 1 - Short title, extent and commencement

Local statutory-text source control: Retained official India Code PDF extract. Official India Code source prevails.

Current statutory text

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.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	1. Short title, extent and commencement.—	Test this main limb within the scope and classification framework. Operational focus: 1. short title, extent and commencement.—.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	This Act may be called the Specific Relief Act, 1963.	Test this (1) within the scope and classification framework. Operational focus: this act may be called the specific relief act, 1963.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(2)	It extends to the whole of India 1[***].	Test this (2) within the scope and classification framework. Operational focus: it extends to the whole of india 1[***].	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(3)	It shall come into force on such date2 as the Central Government may, by notification in the Official Gazette, appoint.	Test this (3) within the scope and classification framework. Operational focus: it shall come into force on such date2 as the central government may, by notification in the official.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 1 is a scope and classification provision dealing with short title, extent and commencement. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Freeze the event date and statutory definitions before applying the remaining provisions. Record why each party, asset, instrument and transaction falls inside or outside the defined class.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 2 - Definitions

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source] prevails.

Current statutory text

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.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	2. Definitions.—In this Act, unless the context otherwise requires,—	Test this main limb within the scope and classification framework. Operational focus: 2. definitions.—in this act, unless the context otherwise requires,—.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(a)	"obligation" includes every duty enforceable by law	Test this (a) within the scope and classification framework. Operational focus: "obligation" includes every duty enforceable by law.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(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	Test this (b) within the scope and classification framework. Operational focus: "settlement" means an instrument (other than a will or codicil as defined by the indian succession act, 1925.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

(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	Test this (c) within the scope and classification framework. Operational focus: “trust” has the same meaning as in section 3 of the indian trusts act, 1882 (2 of 1882).	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(d)	“trustee” includes every person holding property in trust	Test this (d) within the scope and classification framework. Operational focus: “trustee” includes every person holding property in trust.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(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.	Test this (e) within the scope and classification framework. Operational focus: all other words and expressions used herein but not defined, and defined in the indian contract act, 1872.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 2 is a scope and classification provision dealing with definitions. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Freeze the event date and statutory definitions before applying the remaining provisions. Record why each party, asset, instrument and transaction falls inside or outside the defined class.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 3 - Savings

Local statutory-text source control: Retained official India Code PDF extract. Official India Code source prevails.

Current statutory text

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.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	3. Savings.—Except as otherwise provided herein, nothing in this Act shall be deemed—	Test this main limb within the commercial rights and obligations framework. Operational focus: 3. savings.—except as otherwise provided herein, nothing in this act shall be deemed—.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(a)	to deprive any person of any right to relief, other than specific performance, which he may have under any contract; or	Test this (a) within the commercial rights and obligations framework. Operational focus: to deprive any person of any right to relief, other than specific performance, which he may have under.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(b)	to affect the operation of the Indian Registration Act, 1908 (16 of 1908), on documents.	Test this (b) within the commercial rights and obligations framework. Operational focus: to affect the operation of the indian registration act, 1908 (16 of 1908), on documents.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 3 is a commercial rights and obligations provision dealing with savings. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 4 - Specific relief to be granted only for enforcing individual civil rights and not for enforcing penal laws

Local statutory-text source control: Retained official India Code PDF extract. Official India Code source prevails.

Current statutory text

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

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	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	Test this main limb within the breach and remedies framework. Operational focus: 4. specific relief to be granted only for enforcing individual civil rights and not for enforcing penal laws.—specific.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 4 is a breach and remedies provision dealing with specific relief to be granted only for enforcing individual civil rights and not for enforcing penal laws. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Identify breach, causation, remoteness, mitigation, stipulated sums, restitution, interest and remedy election. Preserve a reproducible claim and defence working.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Practical examples and calculations

Chapter scenario

A live transaction raises issues concerning preliminary, definitions and limits of specific relief. Freeze the event date, map each statutory condition, preserve authority and performance evidence, quantify exposure and choose remedy only after limitation and forum review.

Calculation	Method	Evidence
Price / consideration	Reconcile base amount, GST/tax, credits, retention, deductions and payment terms.	Contract, invoice, ledger, tax documents and bank proof.
Loss / compensation	Separate direct loss, consequential loss, avoided cost, mitigation, restitution, interest and stipulated sum.	Loss model, market evidence and mitigation log.
Partner settlement	Reconcile capital, current accounts, loans, drawings, profit share, assets, liabilities and goodwill.	Deed, ledgers, bank records and valuation.
Limitation	Record accrual, breach/refusal, notice, acknowledgment, exclusion and filing date.	Chronology and limitation memorandum.

Practical transaction application

1. Identify the transaction, relationship, parties and event date.
2. Map every provision to the contract/deed and actual conduct.
3. Record conditions satisfied, disputed, waived, excused or prevented.
4. Reconcile authority, delivery/performance, acceptance, payment and notices.
5. Quantify exposure and choose cure, termination, recovery, settlement or litigation strategy.

Authority, consent and execution controls

Authority

- Correct legal entities and counterparties.
- Board, partner, power-of-attorney or delegated authority.
- Ordinary-course and implied-authority limits.
- Third-party knowledge of restrictions.

Consent

- Offer, acceptance and agreed version.
- Capacity, free consent and disclosures.
- Conditions precedent and approvals.
- No unauthorised post-execution alteration.

Execution

- Complete schedules and annexures.
- Witnessing, attestation and e-sign audit trail.
- Counterparts, date and place.
- Original and certified-copy custody.

Stamp duty and registration alerts

Stamp duty is State/UT-specific. Classify the true instrument, place of execution or receipt, consideration and property. Registration is a separate enquiry. Insufficient stamping may require impounding; non-registration may affect property and third-party enforceability.

Instrument	Alert
Commercial agreement	Do not default to a generic article if the substance is indemnity, guarantee, security, transfer, lease or another specifically charged instrument.
Partnership deed/ reconstitution	Check capital contribution, immovable property, retirement/dissolution and Registrar filing separately.
Sale of movable goods	Coordinate contract, invoice, GST/e-invoice, transport and sectoral records.
Property-related relief	Check compulsory registration, title, court fee and decree-registration effects.

Evidence and document-retention checklist

Core file

- Executed contract or instrument
- Title and chain documents
- Readiness and funding evidence
- Performance and tender record
- Notice and cure correspondence
- Expert and valuation material
- Possession and third-party search
- Limitation and relief matrix

Electronic evidence

- Native email/message and metadata.
- Version history and e-sign certificate.
- System logs and acknowledgements.
- Legal hold and defensible export.

Retention

- Executed originals and amendments.
- Authority and entity records.
- Tax, payment and accounting records.
- Claims and litigation records through final disposal.

Forms, registers and operational records

Record/form	Control
No universal Central form	Relief is claimed through pleadings and procedural forms under the CPC, court rules and local filing systems.
Readiness and willingness file	Maintain funds, approvals, tender and performance evidence.
Injunction evidence pack	Preserve threatened act, urgency, balance of convenience and irreparable-harm material.

Performance, delivery and payment controls

Stage	Control	Proof
Obligation matrix	List each reciprocal obligation, owner, due date, dependency and consequence.	Signed matrix tied to contract sections.
Delivery/ performance	Record dispatch, carrier, title/risk point, milestones, inspection and acceptance/rejection.	Delivery documents, certificates and correspondence.
Payment	Reconcile invoice, tax, credit, retention, set-off, due date and bank receipt.	Invoice, e-invoice, ledger and bank proof.
Change/cure	Use authorised variation and cure procedures; avoid informal waiver.	Change order, approval and cure closure.

Breach, loss, mitigation and remedy framework

1. Identify the exact obligation and legally material breach.
2. Confirm causation, remoteness, foreseeability and proof of loss.
3. Record mitigation, avoided cost and substitute performance.
4. Test damages, price, restitution, lien, stoppage, accounts, dissolution, specific performance, injunction, rescission, rectification, cancellation or declaration.
5. Check remedy election, double recovery, caps/exclusions and public policy.

Limitation and forum controls

Control	Analysis
Accrual	Classify cause of action and record breach, refusal, knowledge, demand and continuing-obligation dates.
Limitation	Apply the correct article; test acknowledgment, part-payment, exclusion and disability.
Jurisdiction	Check territorial/pecuniary rules, Commercial Courts threshold, exclusive forum and special court.
Interim relief	Assess preservation, injunction, receiver, security and evidence protection.
Appeal/ enforcement	Map decree/award challenge, execution, interest and cross-border enforcement.

Arbitration and mediation interface

- Validate agreement, signatories, scope, seat, rules and appointment mechanism.
- Separate substantive rights from forum selection and identify non-arbitrable issues.
- Check interim measures, consolidation, joinder and multi-contract issues.
- Preserve limitation during negotiation or mediation.
- Record settlement authority, confidentiality, tax, stamp and enforceability.

Company, partnership, GST and tax overlays

Overlay	Questions
Companies Act	Authority, objects, approvals, related-party, loan/guarantee/security and disclosure requirements.
Partnership/LLP	Deed/LLP authority, current constitution and public records.
GST	Supply, time/place/value, invoice/e-invoice, ITC, credit note, advance, damages and settlement treatment.
Income tax/TDS	Withholding, partner remuneration/interest, capital/revenue, bad debt, settlement and transfer consequences.
IBC/FEMA/ consumer	Moratorium and avoidance, cross-border payment/governing law, consumer and e-commerce protection.

Binding and foundational judicial principles

Authority	Principle	Verification
K. Narendra v. Riviera Apartments	Specific performance requires equitable and statutory assessment of the contract, conduct and circumstances.	Verify official judgment and later treatment.
N.P. Thirugnanam v. Dr. R. Jagan Mohan Rao	Readiness and willingness must be proved continuously where the statute requires it.	Verify official judgment and later treatment.
Man Kaur v. Hartar Singh Sangha	Personal knowledge, pleading and proof of readiness and willingness cannot be replaced mechanically by an attorney.	Verify official judgment and later treatment.
Dalpat Kumar v. Prahlad Singh	Temporary injunction analysis generally examines prima facie case, balance of convenience and irreparable injury.	Verify official judgment and later treatment.

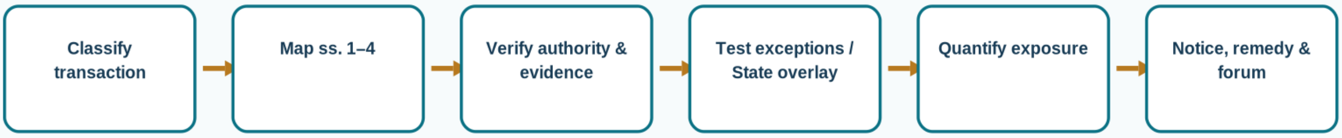
Central and State/UT variation alerts

> Court fees, pecuniary jurisdiction, special-court notifications, local civil rules and infrastructure designations require location-specific verification.

Use the State/UT variation register in the data folder for the live source checklist.

Chapter-specific decision flowchart

SRA-C01 · Finin2min decision path



Scope, trust, settlement and civil-right limitation. Verify the current official source before professional reliance.

Finin2min Q&A

What decision does SRA-C01 help a business make?

It determines how preliminary, definitions and limits of specific relief should be classified, documented, performed and enforced under sections 1-4 of the Specific Relief Act, 1963.

Which provision should be read first in SRA-C01?

Begin with section 1 (Short title, extent and commencement) and then read the connected definitions, exceptions and remedy provisions in sequence.

What is the principal implementation risk in SRA-C01?

Applying a commercial label without proving the statutory conditions for preliminary, definitions and limits of specific relief, or acting without authority, notice, performance and payment evidence.

Which execution checks are specific to SRA-C01?

Confirm the correct entities, signatory authority, consent, complete annexures, stamp and registration treatment, digital audit trail and approvals relevant to preliminary, definitions and limits of specific relief.

How should evidence be indexed for SRA-C01?

Link every section in the chapter with the contract or deed, authority, chronology, notices, performance, delivery, payment, loss and remedy evidence supporting it.

What calculation should be retained for SRA-C01?

Retain the relevant price, tax, interest, partner-account, loss, mitigation, restitution or relief working with sources and assumptions, not only the final number.

How does limitation affect SRA-C01?

Classify the precise cause of action associated with preliminary, definitions and limits of specific relief, record accrual, refusal, notice, acknowledgment and exclusion dates, and apply the correct Limitation Act article.

Can arbitration resolve every dispute arising under SRA-C01?

Arbitration may govern the forum, but it does not validate illegality, remove mandatory rules or make a non-arbitrable subject arbitrable. Check scope, seat and interim relief.

Which tax and entity overlays should be checked for SRA-C01?

Check Companies Act authority and related-party controls, partnership constitution, GST supply and invoice consequences, withholding, accounting and insolvency effects.

What is the final professional sign-off for SRA-C01?

Confirm the current statutory source, section conclusions, State variation, authority, calculation, limitation, remedy, forum and complete evidence trail.

Why is section 4 important to SRA-C01?

Section 4 (Specific relief to be granted only for enforcing individual civil rights and not for enforcing penal laws) completes the chapter control and must be tested independently.

Official sources and verification status

- Specific Relief Act, 1963 - India Code
- Official Gazette and applicable State/UT Gazette, Registrar and court portals.
- Review date: 2026-07-18.