

Specific Performance, Substituted Performance and Infrastructure Projects

Specific Relief Act, 1963

- Full local statutory text
- Finin2min implementation edition
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Finin2min Summary - Chapter in 2 Minutes

Purpose

This unit converts specific performance, substituted performance and infrastructure projects 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.9	Defences respecting suits for relief based on contract	operative	breach and remedies
s.10	Specific performance in respect of contracts	operative	breach and remedies

<u>s.11</u>	Cases in which specific performance of contracts connected with trusts enforceable	operative	breach and remedies
<u>s.12</u>	Specific performance of part of contract	operative	breach and remedies
<u>s.13</u>	Rights of purchaser or lessee against person with no title or imperfect title	operative	title, property and risk
<u>s.14</u>	Contracts not specifically enforceable	operative	commercial rights and obligations
<u>s.14A</u>	Power of court to engage experts	operative	commercial rights and obligations
<u>s.15</u>	Who may obtain specific performance	operative	breach and remedies
<u>s.16</u>	Personal bars to relief	operative	breach and remedies
<u>s.17</u>	Contract to sell or let property by one who has no title, not specifically enforceable	operative	title, property and risk
<u>s.18</u>	Non-enforcement except with variation	operative	commercial rights and obligations
<u>s.19</u>	Relief against parties and persons claiming under them by subsequent title	operative	title, property and risk
<u>s.20</u>	Substituted performance of contract	operative	commercial rights and obligations
<u>s.20A</u>	Special provisions for contract relating to infrastructure project	operative	commercial rights and obligations
<u>s.20B</u>	Special Courts	operative	commercial rights and obligations
<u>s.20C</u>	Expeditious disposal of suits	operative	title, property and risk
<u>s.21</u>	Power to award compensation in certain cases	operative	breach and remedies
<u>s.22</u>	Power to grant relief for possession, partition, refund of earnest money, etc	operative	title, property and risk

s.23	Liquidation of damages not a bar to specific performance	operative	breach and remedies
s.24	Bar of suit for compensation for breach after dismissal of suit for specific performance	operative	breach and remedies
s.25	Application of preceding sections to certain awards and testamentary directions to execute settlements. RECTIFICATION OF INSTRUMENTS	operative	dissolution and settlement

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 9 - Defences respecting suits for relief based on contract

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

Current statutory text

9. Defences respecting suits for relief based on contract.—Except as otherwise provided herein where any relief is claimed under this Chapter in respect of a contract, the person against whom the relief is claimed may plead by way of defence any ground which is available to him under any law relating to contracts.

CONTRACTS WHICH CAN BE SPECIFICALLY ENFORCED

1[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.]

1. Subs. by Act 18 of 2018, s 3, for section 10 (w.e.f. 1-10-2018).

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/ control
Main rule	9. Defences respecting suits for relief based on contract.—Except as otherwise provided herein where any relief is claimed under this Chapter in respect of a contract, the person against whom the relief is claimed may plead by way of defence any ground which is available to him under any law relating to contracts. CONTRACTS WHICH CAN BE SPECIFICALLY ENFORCED 1[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	Test this main limb within the breach and remedies framework. Operational focus: 9. defences respecting suits for relief based on contract.—except as otherwise provided herein where any relief is claimed.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(2)	of section 11, section 14 and section 16.] 1. Subs. by Act 18 of 2018, s 3, for section 10 (w.e.f. 1-10-2018).	Test this (2) within the breach and remedies framework. Operational focus: of section 11, section 14	Contract/deed, authority, chronology, notices, performance and

		and section 16.] 1. subs. by act 18 of 2018, s 3, for.	payment records tied to this limb.
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Finin2min implementation explanation

Section 9 is a breach and remedies provision dealing with defences respecting suits for relief based on contract. 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.

Section 10 - Specific performance in respect of contracts

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

Current statutory text

1[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.]

1. Subs. by Act 18 of 2018, s 3, for section 10 (w.e.f. 1-10-2018).

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	1[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	Test this main limb within the breach and remedies framework. Operational focus: 1[10. specific performance in respect of contracts.—the specific performance of a contract shall be enforced by the court.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(2)	of section 11, section 14 and section 16.] 1. Subs. by Act 18 of 2018, s 3, for section 10 (w.e.f. 1-10-2018).	Test this (2) within the breach and remedies framework. Operational focus: of section 11, section 14 and section 16.] 1. subs. by act 18 of 2018, s 3, for.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 10 is a breach and remedies provision dealing with specific performance in respect of contracts. 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.

Section 11 - Cases in which specific performance of contracts connected with trusts enforceable

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

Current statutory text

11. Cases in which specific performance of contracts connected with trusts enforceable.—(1)
Except as otherwise provided in this Act, specific performance of a 1[contract shall], be enforced when the act agreed to be done is in the performance wholly or partly of a trust.
(2) A contract made by a trustee in excess of his powers or in breach of trust cannot be specifically enforced.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	11. Cases in which specific performance of contracts connected with trusts enforceable.—	Test this main limb within the breach and remedies framework. Operational focus: 11. cases in which specific performance of contracts connected with trusts enforceable.—.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	Except as otherwise provided in this Act, specific performance of a 1[contract shall], be enforced when the act agreed to be done is in the performance wholly or partly of a trust.	Test this (1) within the breach and remedies framework. Operational focus: except as otherwise provided in this act, specific performance of a 1[contract shall], be enforced when the act.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(2)	A contract made by a trustee in excess of his powers or in breach of trust cannot be specifically enforced.	Test this (2) within the breach and remedies framework. Operational focus: a contract made by a trustee in excess of his powers or in breach of trust cannot be.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 11 is a breach and remedies provision dealing with cases in which specific performance of contracts connected with trusts enforceable. 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.

Section 12 - Specific performance of part of contract

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

Current statutory text

12. Specific performance of part of contract.—(1) Except as otherwise hereinafter provided in this section, the court shall not direct the specific performance of a part of a contract.

(2) Where a party to a contract is unable to perform the whole of his part of it, but the part which must be left unperformed be a only a small proportion to the whole in value and admits of compensation in money, the court may, at the suit of either party, direct the specific performance of so much of the contract as can be performed, and award compensation in money for the deficiency.

(3) Where a party to a contract is unable to perform the whole of his part of it, and the part which must be left unperformed either—

(a) forms a considerable part of the whole, though admitting of compensation in money; or

(b) does not admit of compensation in money;

he is not entitled to obtain a decree for specific performance; but the court may, at the suit of the other party, direct the party in default to perform specifically so much of his part of the contract as he can perform, if the other party—

(i) in a case falling under clause (a), pays or has paid the agreed consideration for the whole of the contract reduced by the consideration for the part which must be left unperformed and in a case falling under clause (b) 2[pays or has paid] the consideration for the whole of the contract without any abatement; and

(ii) in either case, relinquishes all claims to the performance of the remaining part of the contract and all right to compensation, either for the deficiency or for the loss or damage sustained by him through the default of the defendant.

(4) When a part of a contract which, taken by itself, can and ought to be specifically performed, stands on a separate and independent footing from another part of the same contract which cannot or ought not to be specifically performed, the court may direct specific performance of the former part.

Explanation.—For the purposes of this section, a party to a contract shall be deemed to be unable to perform the whole of his part of it if a portion of its subject-matter existing at the date of the contract has ceased to exist at the time of its performance.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/ control
Main rule	12. Specific performance of part of contract. —	Test this main limb within the breach and remedies framework. Operational focus: 12. specific performance of part of contract.—.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

(1)	Except as otherwise hereinafter provided in this section, the court shall not direct the specific performance of a part of a contract.	Test this (1) within the breach and remedies framework. Operational focus: except as otherwise hereinafter provided in this section, the court shall not direct the specific performance of a.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(2)	Where a party to a contract is unable to perform the whole of his part of it, but the part which must be left unperformed be a only a small proportion to the whole in value and admits of compensation in money, the court may, at the suit of either party, direct the specific performance of so much of the contract as can be performed, and award compensation in money for the deficiency.	Test this (2) within the breach and remedies framework. Operational focus: where a party to a contract is unable to perform the whole of his part of it, but.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(3)	Where a party to a contract is unable to perform the whole of his part of it, and the part which must be left unperformed either —	Test this (3) within the breach and remedies framework. Operational focus: where a party to a contract is unable to perform the whole of his part of it, and.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(a)	forms a considerable part of the whole, though admitting of compensation in money; or	Test this (a) within the breach and remedies framework. Operational focus: forms a considerable part of the whole, though admitting of compensation in money; or.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(b)	does not admit of compensation in money; he is not entitled to obtain a decree for specific performance; but the court may, at the suit of the other party, direct the party in default to perform specifically so much of his part of the contract as he can perform, if the other party—	Test this (b) within the breach and remedies framework. Operational focus: does not admit of compensation in money; he is not entitled to obtain a	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

		decree for specific performance.	
(i)	in a case falling under clause	Test this (i) within the breach and remedies framework. Operational focus: in a case falling under clause.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(a)	, pays or has paid the agreed consideration for the whole of the contract reduced by the consideration for the part which must be left unperformed and in a case falling under clause	Test this (a) within the breach and remedies framework. Operational focus: , pays or has paid the agreed consideration for the whole of the contract reduced by the consideration.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(b)	2[pays or has paid] the consideration for the whole of the contract without any abatement; and	Test this (b) within the breach and remedies framework. Operational focus: 2[pays or has paid] the consideration for the whole of the contract without any abatement; and.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(ii)	in either case, relinquishes all claims to the performance of the remaining part of the contract and all right to compensation, either for the deficiency or for the loss or damage sustained by him through the default of the defendant.	Test this (ii) within the breach and remedies framework. Operational focus: in either case, relinquishes all claims to the performance of the remaining part of the contract and all.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(4)	When a part of a contract which, taken by itself, can and ought to be specifically performed, stands on a separate and independent footing from another part of the same contract which cannot or ought not to be specifically performed, the court may direct specific performance of the former	Test this (4) within the breach and remedies framework. Operational focus: when a part of a contract which, taken by itself, can and ought	Contract/deed, authority, chronology, notices, performance and

part. Explanation.—For the purposes of this section, a party to a contract shall be deemed to be unable to perform the whole of his part of it if a portion of its subject-matter existing at the date of the contract has ceased to exist at the time of its performance.

to be specifically performed, stands.

payment records tied to this limb.

Finin2min implementation explanation

Section 12 is a breach and remedies provision dealing with specific performance of part of contract. 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.

Section 13 - Rights of purchaser or lessee against person with no title or imperfect title

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

Current statutory text

13. Rights of purchaser or lessee against person with no title or imperfect title.—(1) Where a person contracts to sell or let certain immovable property having no title or only an imperfect title, the purchaser or lessee (subject to the other provisions of this Chapter), has the following rights, namely:—

- (a) if the vendor or lessor has subsequently to the contract acquired any interest in the property, the purchaser or lessee may compel him to make good the contract out of such interest;
- (b) where the concurrence of other person is necessary for validating the title, and they are bound to concur at the request of the vendor or lessor, the purchaser or lessee may compel him to procure such concurrence, and when a conveyance by other persons is necessary to validate the title and they are bound to convey at the request of the vendor or lessor, the purchaser or lessee may compel him to procure such conveyance;
- (c) where the vendor professes to sell unencumbered property, but the property is mortgaged for an amount not exceeding the purchase money and the vendor has in fact only a right to redeem it, the purchaser may compel him to redeem the mortgage and to obtain a valid discharge, and, where necessary, also a conveyance from the mortgagee;

1. Subs. by Act 18 of 2018, s. 4, for “contract may, in the discretion of the court” (w.e.f. 1-10-2018).
2. Ins. by Act 52 of 1964, s. 3 and the Second Schedule (w.e.f. 29-12-1964).

(d) where the vendor or lessor sues for specific performance of the contract and the suit is dismissed on the ground of his want of title or imperfect title, the defendant has a right to a return of his deposit, if any, with interest thereon, to his costs of the suit, and to a lien for such deposit, interest and costs on the interest, if any, of the vendor or lesser in the property which is the subject-matter of the contract.

(2) The provisions of sub-section (1) shall also apply, as far as may be, to contracts for the sale or hire of movable property.

CONTRACTS WHICH CANNOT BE SPECIFICALLY ENFORCED

1[14. Contracts not specifically enforceable.—The following contracts cannot be specifically enforced, namely:—

- (a) where a party to the contract has obtained substituted performance of contract in accordance with the provisions of section 20;
- (b) a contract, the performance of which involves the performance of a continuous duty which the court cannot supervise;
- (c) a contract which is so dependent on the personal qualifications of the parties that the court cannot enforce specific performance of its material terms; and
- (d) a contract which is in its nature determinable.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/ control
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Main rule	13. Rights of purchaser or lessee against person with no title or imperfect title.—	Test this main limb within the title, property and risk framework. Operational focus: 13. rights of purchaser or lessee against person with no title or imperfect title.—.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	Where a person contracts to sell or let certain immovable property having no title or only an imperfect title, the purchaser or lessee (subject to the other provisions of this Chapter), has the following rights, namely:—	Test this (1) within the title, property and risk framework. Operational focus: where a person contracts to sell or let certain immovable property having no title or only an imperfect.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(a)	if the vendor or lessor has subsequently to the contract acquired any interest in the property, the purchaser or lessee may compel him to make good the contract out of such interest	Test this (a) within the title, property and risk framework. Operational focus: if the vendor or lessor has subsequently to the contract acquired any interest in the property, the purchaser.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(b)	where the concurrence of other person is necessary for validating the title, and they are bound to concur at the request of the vendor or lessor, the purchaser or lessee may compel him to procure such concurrence, and when a conveyance by other persons is necessary to validate the title and they are bound to convey at the request of the vendor or lessor, the purchaser or lessee may compel him to procure such conveyance	Test this (b) within the title, property and risk framework. Operational focus: where the concurrence of other person is necessary for validating the title, and they are bound to concur.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(c)	where the vendor professes to sell unencumbered property, but the property is mortgaged for an amount not exceeding the purchase money and the vendor has in fact only a right to redeem it, the purchaser may compel him to redeem the mortgage	Test this (c) within the title, property and risk framework. Operational focus: where the vendor professes to sell unencumbered property,	Contract/deed, authority, chronology, notices, performance and

	and to obtain a valid discharge, and, where necessary, also a conveyance from the mortgagee; 1. Subs. by Act 18 of 2018, s. 4, for “contract may, in the discretion of the court” (w.e.f. 1-10-2018). 2. Ins. by Act 52 of 1964, s. 3 and the Second Schedule (w.e.f. 29-12-1964).	but the property is mortgaged for an amount not exceeding.	payment records tied to this limb.
(d)	where the vendor or lessor sues for specific performance of the contract and the suit is dismissed on the ground of his want of title or imperfect title, the defendant has a right to a return of his deposit, if any, with interest thereon, to his costs of the suit, and to a lien for such deposit, interest and costs on the interest, if any, of the vendor or lesser in the property which is the subject-matter of the contract.	Test this (d) within the title, property and risk framework. Operational focus: where the vendor or lessor sues for specific performance of the contract and the suit is dismissed on.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(2)	The provisions of sub-section	Test this (2) within the title, property and risk framework. Operational focus: the provisions of sub-section.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	shall also apply, as far as may be, to contracts for the sale or hire of movable property. CONTRACTS WHICH CANNOT BE SPECIFICALLY ENFORCED 1[14. Contracts not specifically enforceable.— The following contracts cannot be specifically enforced, namely:—	Test this (1) within the title, property and risk framework. Operational focus: shall also apply, as far as may be, to contracts for the sale or hire of movable property.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(a)	where a party to the contract has obtained substituted performance of contract in accordance with the provisions of section 20	Test this (a) within the title, property and risk framework. Operational focus: where a party to the contract has obtained substituted performance of contract in accordance with the provisions of.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

(b)	a contract, the performance of which involves the performance of a continuous duty which the court cannot supervise	Test this (b) within the title, property and risk framework. Operational focus: a contract, the performance of which involves the performance of a continuous duty which the court cannot supervise.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(c)	a contract which is so dependent on the personal qualifications of the parties that the court cannot enforce specific performance of its material terms; and	Test this (c) within the title, property and risk framework. Operational focus: a contract which is so dependent on the personal qualifications of the parties that the court cannot enforce.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(d)	a contract which is in its nature determinable.	Test this (d) within the title, property and risk framework. Operational focus: a contract which is in its nature determinable.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 13 is a title, property and risk provision dealing with rights of purchaser or lessee against person with no title or imperfect title. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Prepare a title-risk timeline covering identification, appropriation, notice, delivery, documents of title, reservation of disposal and good-faith third-party rights.

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 14 - Contracts not specifically enforceable

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

Current statutory text

1[14. Contracts not specifically enforceable.—The following contracts cannot be specifically enforced, namely:—

- (a) where a party to the contract has obtained substituted performance of contract in accordance with the provisions of section 20;
- (b) a contract, the performance of which involves the performance of a continuous duty which the court cannot supervise;
- (c) a contract which is so dependent on the personal qualifications of the parties that the court cannot enforce specific performance of its material terms; and
- (d) a contract which is in its nature determinable.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	1[14. Contracts not specifically enforceable.— The following contracts cannot be specifically enforced, namely:—	Test this main limb within the commercial rights and obligations framework. Operational focus: 1[14. contracts not specifically enforceable.—the following contracts cannot be specifically enforced, namely:—.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(a)	where a party to the contract has obtained substituted performance of contract in accordance with the provisions of section 20	Test this (a) within the commercial rights and obligations framework. Operational focus: where a party to the contract has obtained substituted performance of contract in accordance with the provisions of.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(b)	a contract, the performance of which involves the performance of a continuous duty which the court cannot supervise	Test this (b) within the commercial rights and obligations framework. Operational focus: a contract, the performance of which involves the performance of a continuous duty which the court cannot supervise.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

(c)	a contract which is so dependent on the personal qualifications of the parties that the court cannot enforce specific performance of its material terms; and	Test this (c) within the commercial rights and obligations framework. Operational focus: a contract which is so dependent on the personal qualifications of the parties that the court cannot enforce.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(d)	a contract which is in its nature determinable.	Test this (d) within the commercial rights and obligations framework. Operational focus: a contract which is in its nature determinable.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 14 is a commercial rights and obligations provision dealing with contracts not specifically enforceable. 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 14A - Power of court to engage experts

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

Current statutory text

14A. Power of court to engage experts.—(1) Without prejudice to the generality of the provisions contained in the Code of Civil Procedure, 1908 (5 of 1908), in any suit under this Act, where the court considers it necessary to get expert opinion to assist it on any specific issue involved in the suit, it may engage one or more experts and direct to report to it on such issue and may secure attendance of the expert for providing evidence, including production of documents on the issue.

(2) The court may require or direct any person to give relevant information to the expert or to produce, or to provide access to, any relevant documents, goods or other property for his inspection.

(3) The opinion or report given by the expert shall form part of the record of the suit; and the court, or with the permission of the court any of the parties to the suit, may examine the expert personally in open court on any of the matters referred to him or mentioned in his opinion or report, or as to his opinion or report, or as to the manner in which he has made the inspection.

(4) The expert shall be entitled to such fee, cost or expense as the court may fix, which shall be payable by the parties in such proportion, and at such time, as the court may direct.]

PERSONS FOR OR AGAINST WHOM CONTRACTS MAY BE SPECIFICALLY ENFORCED

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	14A. Power of court to engage experts.—	Test this main limb within the commercial rights and obligations framework. Operational focus: 14a. power of court to engage experts.—.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	Without prejudice to the generality of the provisions contained in the Code of Civil Procedure, 1908 (5 of 1908), in any suit under this Act, where the court considers it necessary to get expert opinion to assist it on any specific issue involved in the suit, it may engage one or more experts and direct to report to it on such issue and may secure attendance of the expert for	Test this (1) within the commercial rights and obligations framework. Operational focus: without prejudice to the generality of the provisions contained in the code of civil procedure, 1908 (5 of.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

	providing evidence, including production of documents on the issue.		
(2)	The court may require or direct any person to give relevant information to the expert or to produce, or to provide access to, any relevant documents, goods or other property for his inspection.	Test this (2) within the commercial rights and obligations framework. Operational focus: the court may require or direct any person to give relevant information to the expert or to produce.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(3)	The opinion or report given by the expert shall form part of the record of the suit; and the court, or with the permission of the court any of the parties to the suit, may examine the expert personally in open court on any of the matters referred to him or mentioned in his opinion or report, or as to his opinion or report, or as to the manner in which he has made the inspection.	Test this (3) within the commercial rights and obligations framework. Operational focus: the opinion or report given by the expert shall form part of the record of the suit; and.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(4)	The expert shall be entitled to such fee, cost or expense as the court may fix, which shall be payable by the parties in such proportion, and at such time, as the court may direct.] PERSONS FOR OR AGAINST WHOM CONTRACTS MAY BE SPECIFICALLY ENFORCED	Test this (4) within the commercial rights and obligations framework. Operational focus: the expert shall be entitled to such fee, cost or expense as the court may fix, which shall.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 14A is a commercial rights and obligations provision dealing with power of court to engage experts. 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 15 - Who may obtain specific performance

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

Current statutory text

15. Who may obtain specific performance.—Except as otherwise provided by this Chapter, the specific performance of a contract may be obtained by—

(a) any party thereto;

(b) the representative in interest or the principal, of any party thereto:

Provided that where the learning, skill, solvency or any personal quality of such party is a material ingredient in the contract, or where the contract provides that his interest shall not be assigned, his representative in interest or his principal shall not be entitled to specific performance of the contract, unless such party has already performed his part of the contract, or the performance thereof by his representative in interest, or his principal, has been accepted by the other party;

(c) where the contract is a settlement on marriage, or a compromise of doubtful rights between members of the same family, any person beneficially entitled thereunder;

(d) where the contract has been entered into by a tenant for life in due exercise of a power, the remainderman;

(e) a reversioner in possession, where the agreement is a covenant entered into with his predecessor in title and the reversioner is entitled to the benefit of such covenant;

1. Subs. by Act 18 of 2018, s. 5, for section 14 (w.e.f. 1-10-2018).

(f) a reversioner in remainder, where the agreement is such a covenant, and the reversioner is entitled to the benefit thereof and will sustain material injury by reason of its breach;

1[(fa) when a limited liability partnership has entered into a contract and subsequently becomes amalgamated with another limited liability partnership, the new limited liability partnership which arises out of the amalgamation.]

(g) when a company has entered into a contract and subsequently becomes amalgamated with another company, the new company which arises out of the amalgamation;

(h) when the promoters of a company have, before its incorporation, entered into a contract for the purposes of the company, and such contract is warranted by the terms of the incorporation, the company:

Provided that the company has accepted the contract and has communicated such acceptance to the other party to the contract.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/ control
Main rule	15. Who may obtain specific performance.—Except as otherwise provided by this Chapter, the specific	Test this main limb within the breach and remedies framework. Operational focus: 15. who may obtain specific	Contract/deed, authority, chronology, notices, performance and

	performance of a contract may be obtained by—	performance.—except as otherwise provided by this chapter, the specific performance of a contract.	payment records tied to this limb.
(a)	any party thereto	Test this (a) within the breach and remedies framework. Operational focus: any party thereto.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(b)	the representative in interest or the principal, of any party thereto:	Test this (b) within the breach and remedies framework. Operational focus: the representative in interest or the principal, of any party thereto.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
Provided that	where the learning, skill, solvency or any personal quality of such party is a material ingredient in the contract, or where the contract provides that his interest shall not be assigned, his representative in interest or his principal shall not be entitled to specific performance of the contract, unless such party has already performed his part of the contract, or the performance thereof by his representative in interest, or his principal, has been accepted by the other party	Test this provided that within the breach and remedies framework. Operational focus: where the learning, skill, solvency or any personal quality of such party is a material ingredient in the.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(c)	where the contract is a settlement on marriage, or a compromise of doubtful rights between members of the same family, any person beneficially entitled thereunder	Test this (c) within the breach and remedies framework. Operational focus: where the contract is a settlement on marriage, or a compromise of doubtful rights between members of the.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

(d)	where the contract has been entered into by a tenant for life in due exercise of a power, the remainderman	Test this (d) within the breach and remedies framework. Operational focus: where the contract has been entered into by a tenant for life in due exercise of a power.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(e)	a reversioner in possession, where the agreement is a covenant entered into with his predecessor in title and the reversioner is entitled to the benefit of such covenant; 1. Subs. by Act 18 of 2018, s. 5, for section 14 (w.e.f. 1-10-2018).	Test this (e) within the breach and remedies framework. Operational focus: a reversioner in possession, where the agreement is a covenant entered into with his predecessor in title and.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(f)	a reversioner in remainder, where the agreement is such a covenant, and the reversioner is entitled to the benefit thereof and will sustain material injury by reason of its breach; 1[	Test this (f) within the breach and remedies framework. Operational focus: a reversioner in remainder, where the agreement is such a covenant, and the reversioner is entitled to the.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(fa)	when a limited liability partnership has entered into a contract and subsequently becomes amalgamated with another limited liability partnership, the new limited liability partnership which arises out of the amalgamation.]	Test this (fa) within the breach and remedies framework. Operational focus: when a limited liability partnership has entered into a contract and subsequently becomes amalgamated with another limited liability.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(g)	when a company has entered into a contract and subsequently becomes amalgamated with another company, the new company which arises out of the amalgamation	Test this (g) within the breach and remedies framework. Operational focus: when a company has entered into a contract and subsequently becomes	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

		amalgamated with another company, the new company.	
(h)	when the promoters of a company have, before its incorporation, entered into a contract for the purposes of the company, and such contract is warranted by the terms of the incorporation, the company:	Test this (h) within the breach and remedies framework. Operational focus: when the promoters of a company have, before its incorporation, entered into a contract for the purposes of.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
Provided that	the company has accepted the contract and has communicated such acceptance to the other party to the contract.	Test this provided that within the breach and remedies framework. Operational focus: the company has accepted the contract and has communicated such acceptance to the other party to the contract.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 15 is a breach and remedies provision dealing with who may obtain specific performance. 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.

Section 16 - Personal bars to relief

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

Current statutory text

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

2[(a) who has obtained substituted performance of contract under section 20; or]

(b) who has become incapable of performing, or violates any essential term of, the contract that on his part remains to be performed, or acts in fraud of the contract, or wilfully acts at variance with, or in subversion of, the relation intended to be established by the contract; or

(c) 3[who fails to 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 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 4[must prove] performance of, or readiness and willingness to perform, the contract according to its true construction.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	16. Personal bars to relief.—Specific performance of a contract cannot be enforced in favour of a person— 2[	Test this main limb within the breach and remedies framework. Operational focus: 16. personal bars to relief.—specific performance of a contract cannot be enforced in favour of a person— 2[.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(a)	who has obtained substituted performance of contract under section 20; or]	Test this (a) within the breach and remedies framework. Operational focus: who has obtained substituted performance of contract under section 20; or].	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(b)	who has become incapable of performing, or violates any essential	Test this (b) within the breach and remedies	Contract/deed, authority,

	term of, the contract that on his part remains to be performed, or acts in fraud of the contract, or wilfully acts at variance with, or in subversion of, the relation intended to be established by the contract; or	framework. Operational focus: who has become incapable of performing, or violates any essential term of, the contract that on his part.	chronology, notices, performance and payment records tied to this limb.
(c)	3[who fails to 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 the performance of which has been prevented or waived by the defendant. Explanation.—For the purposes of clause	Test this (c) within the breach and remedies framework. Operational focus: 3[who fails to prove] that he has performed or has always been ready and willing to perform the.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(c)	,—	Test this (c) within the breach and remedies framework. Operational focus: ,—.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(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	Test this (i) within the breach and remedies framework. Operational focus: where a contract involves the payment of money, it is not essential for the plaintiff to actually tender.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(ii)	the plaintiff 4[must prove] performance of, or readiness and willingness to perform, the contract according to its true construction.	Test this (ii) within the breach and remedies framework. Operational focus: the plaintiff 4[must prove] performance of, or readiness and willingness to perform, the contract according to its true.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 16 is a breach and remedies provision dealing with personal bars to relief. 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.

Section 17 - Contract to sell or let property by one who has no title, not specifically enforceable

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

Current statutory text

17. Contract to sell or let property by one who has no title, not specifically enforceable.—(1) A contract to sell or let any immovable property cannot be specifically enforced in favour of a vendor or lessor—

(a) who, knowing himself not to have any title to the property, has contracted to sell or let the property;

(b) who, though he entered into the contract believing that he had a good title to the property, cannot at the time fixed by the parties or by the court for the completion of the sale or letting, give the purchaser or lessee a title free from reasonable doubt.

(2) The provisions of sub-section (1) shall also apply, as far as may be, to contracts for the sale or hire of movable property.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	17. Contract to sell or let property by one who has no title, not specifically enforceable.—	Test this main limb within the title, property and risk framework. Operational focus: 17. contract to sell or let property by one who has no title, not specifically enforceable.—.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	A contract to sell or let any immovable property cannot be specifically enforced in favour of a vendor or lessor—	Test this (1) within the title, property and risk framework. Operational focus: a contract to sell or let any immovable property cannot be specifically enforced in favour of a vendor.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(a)	who, knowing himself not to have any title to the property, has contracted to sell or let the property	Test this (a) within the title, property and risk framework. Operational focus: who, knowing himself not to have any title to the	Contract/deed, authority, chronology, notices, performance and

		property, has contracted to sell or let the.	payment records tied to this limb.
(b)	who, though he entered into the contract believing that he had a good title to the property, cannot at the time fixed by the parties or by the court for the completion of the sale or letting, give the purchaser or lessee a title free from reasonable doubt.	Test this (b) within the title, property and risk framework. Operational focus: who, though he entered into the contract believing that he had a good title to the property, cannot.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(2)	The provisions of sub-section	Test this (2) within the title, property and risk framework. Operational focus: the provisions of sub-section.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	shall also apply, as far as may be, to contracts for the sale or hire of movable property.	Test this (1) within the title, property and risk framework. Operational focus: shall also apply, as far as may be, to contracts for the sale or hire of movable property.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 17 is a title, property and risk provision dealing with contract to sell or let property by one who has no title, not specifically enforceable. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Prepare a title-risk timeline covering identification, appropriation, notice, delivery, documents of title, reservation of disposal and good-faith third-party rights.

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 18 - Non-enforcement except with variation

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

Current statutory text

18. Non-enforcement except with variation.—Where a plaintiff seeks specific performance of a contract in writing, to which the defendant sets up a variation, the plaintiff cannot obtain the performance sought, except with the variation so set up, in the following cases, namely:—

(a) where by fraud, mistake of fact or mis-representation, the written contract of which performance is sought is in its terms or effect different from what the parties agreed to, or does not contain all the terms agreed to between the parties on the basis of which the defendant entered into the contact;

1. Ins. by Act 18 of 2018, s. 6 (w.e.f. 1-10-2018).
2. Subs. by s. 7, *ibid.*, for clause (a) (w.e.f. 1-10-2018).
3. Subs. by s. 7, *ibid.*, for “who fails to aver and prove” (w.e.f. 1-10-2018).
4. Subs by Act 18 of 2018, s. 7, for “must aver” (w.e.f. 1-10-2018).

(b) where the object of the parties was to produce a certain legal result which the contract as framed is not calculated to produce;

(c) where the parties have, subsequently to the execution of the contract, varied its terms.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	18. Non-enforcement except with variation.—Where a plaintiff seeks specific performance of a contract in writing, to which the defendant sets up a variation, the plaintiff cannot obtain the performance sought, except with the variation so set up, in the following cases, namely:—	Test this main limb within the commercial rights and obligations framework. Operational focus: 18. non-enforcement except with variation.—where a plaintiff seeks specific performance of a contract in writing, to which the.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(a)	where by fraud, mistake of fact or mis-representation, the written contract of which performance is sought is in its terms or effect different from what the parties agreed to, or does not contain all the terms agreed to between the parties on the basis of which the defendant entered into the contact; 1.	Test this (a) within the commercial rights and obligations framework. Operational focus: where by fraud, mistake of fact or mis-representation, the written contract of which performance is sought is in.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

	Ins. by Act 18 of 2018, s. 6 (w.e.f. 1-10-2018). 2. Subs. by s. 7, <i>ibid.</i> , for clause		
(a)	(w.e.f. 1-10-2018). 3. Subs. by s. 7, <i>ibid.</i> , for “who fails to aver and prove” (w.e.f. 1-10-2018). 4. Subs by Act 18 of 2018, s. 7, for “must aver” (w.e.f. 1-10-2018).	Test this (a) within the commercial rights and obligations framework. Operational focus: (w.e.f. 1-10-2018). 3.subs. by s. 7, <i>ibid.</i> , for “who fails to aver and prove” (w.e.f. 1-10-2018). 4. subs.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(b)	where the object of the parties was to produce a certain legal result which the contract as framed is not calculated to produce	Test this (b) within the commercial rights and obligations framework. Operational focus: where the object of the parties was to produce a certain legal result which the contract as framed.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(c)	where the parties have, subsequently to the execution of the contract, varied its terms.	Test this (c) within the commercial rights and obligations framework. Operational focus: where the parties have, subsequently to the execution of the contract, varied its terms.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 18 is a commercial rights and obligations provision dealing with non-enforcement except with variation. 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 19 - Relief against parties and persons claiming under them by subsequent title

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

Current statutory text

19. Relief against parties and persons claiming under them by subsequent title.—Except as otherwise provided by this Chapter, specific performance of a contract may be enforced against—

- (a) either party thereto;
- (b) any other person claiming under him by a title arising subsequently to the contract, except a transferee for value who has paid his money in good faith and without notice of the original contract;
- (c) any person claiming under a title which, though prior to the contract and known to the plaintiff, might have been displaced by the defendant;
- 1[(ca) when a limited liability partnership has entered into a contract and subsequently becomes amalgamated with another limited liability partnership, the new limited liability partnership which arises out of the amalgamation.]
- (d) when a company has entered into a contract and subsequently becomes amalgamated with another company, the new company which arises out of the amalgamation;
- (e) when the promoters of a company have, before its incorporation, entered into a contract for the purpose of the company and such contract is warranted by the terms of the incorporation, the company: Provided that the company has accepted the contract and communicated such acceptance to the other party to the contract.

2[Substituted performance of contracts, etc.]

3[20. Substituted performance of contract.—(1) Without prejudice to the generality of the provisions contained in the Indian Contract Act, 1872 (9 of 1872), and, except as otherwise agreed upon by the parties, where the contract is broken due to non-performance of promise by any party, the party who suffers by such breach shall have the option of substituted performance through a third party or by his own agency, and, recover the expenses and other costs actually incurred, spent or suffered by him, from the party committing such breach.

(2) No substituted performance of contract under sub-section (1) shall be undertaken unless the party who suffers such breach has given a notice in writing, of not less than thirty days, to the party in breach calling upon him to perform the contract within such time as specified in the notice, and on his refusal or failure to do so, he may get the same performed by a third party or by his own agency:

Provided that the party who suffers such breach shall not be entitled to recover the expenses and costs under sub-section (1) unless he has got the contract performed through a third party or by his own agency.

(3) Where the party suffering breach of contract has got the contract performed through a third party or by his own agency after giving notice under sub-section (1), he shall not be entitled to claim relief of specific performance against the party in breach.

(4) Nothing in this section shall prevent the party who has suffered breach of contract from claiming compensation from the party in breach.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/ control
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Main rule	19. Relief against parties and persons claiming under them by subsequent title. —Except as otherwise provided by this Chapter, specific performance of a contract may be enforced against—	Test this main limb within the title, property and risk framework. Operational focus: 19. relief against parties and persons claiming under them by subsequent title. —except as otherwise provided by this chapter.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(a)	either party thereto	Test this (a) within the title, property and risk framework. Operational focus: either party thereto.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(b)	any other person claiming under him by a title arising subsequently to the contract, except a transferee for value who has paid his money in good faith and without notice of the original contract	Test this (b) within the title, property and risk framework. Operational focus: any other person claiming under him by a title arising subsequently to the contract, except a transferee for.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(c)	any person claiming under a title which, though prior to the contract and known to the plaintiff, might have been displaced by the defendant; 1[	Test this (c) within the title, property and risk framework. Operational focus: any person claiming under a title which, though prior to the contract and known to the plaintiff, might.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(ca)	when a limited liability partnership has entered into a contract and subsequently becomes amalgamated with another limited liability partnership, the new limited liability partnership which arises out of the amalgamation.]	Test this (ca) within the title, property and risk framework. Operational focus: when a limited liability partnership has entered into a contract and subsequently becomes amalgamated	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

		with another limited liability.	
(d)	when a company has entered into a contract and subsequently becomes amalgamated with another company, the new company which arises out of the amalgamation	Test this (d) within the title, property and risk framework. Operational focus: when a company has entered into a contract and subsequently becomes amalgamated with another company, the new company.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(e)	when the promoters of a company have, before its incorporation, entered into a contract for the purpose of the company and such contract is warranted by the terms of the incorporation, the company:	Test this (e) within the title, property and risk framework. Operational focus: when the promoters of a company have, before its incorporation, entered into a contract for the purpose of.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
Provided that	the company has accepted the contract and communicated such acceptance to the other party to the contract. 2[Substituted performance of contracts, etc.] 3[20. Substituted performance of contract.—	Test this provided that within the title, property and risk framework. Operational focus: the company has accepted the contract and communicated such acceptance to the other party to the contract. 2[substituted.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	Without prejudice to the generality of the provisions contained in the Indian Contract Act, 1872 (9 of 1872), and, except as otherwise agreed upon by the parties, where the contract is broken due to non-performance of promise by any party, the party who suffers by such breach shall have the option of substituted performance through a third party or by his own agency, and, recover the expenses and other costs actually	Test this (1) within the title, property and risk framework. Operational focus: without prejudice to the generality of the provisions contained in the indian contract act, 1872 (9 of 1872).	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

	incurred, spent or suffered by him, from the party committing such breach.		
(2)	No substituted performance of contract under sub-section	Test this (2) within the title, property and risk framework. Operational focus: no substituted performance of contract under sub-section.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	shall be undertaken unless the party who suffers such breach has given a notice in writing, of not less than thirty days, to the party in breach calling upon him to perform the contract within such time as specified in the notice, and on his refusal or failure to do so, he may get the same performed by a third party or by his own agency:	Test this (1) within the title, property and risk framework. Operational focus: shall be undertaken unless the party who suffers such breach has given a notice in writing, of not.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
Provided that	the party who suffers such breach shall not be entitled to recover the expenses and costs under sub-section	Test this provided that within the title, property and risk framework. Operational focus: the party who suffers such breach shall not be entitled to recover the expenses and costs under sub-section.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	unless he has got the contract performed through a third party or by his own agency.	Test this (1) within the title, property and risk framework. Operational focus: unless he has got the contract performed through a third party or by his own agency.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(3)	Where the party suffering breach of contract has got the contract performed through a third party or by his own agency after giving notice under sub-section	Test this (3) within the title, property and risk framework. Operational focus: where the party suffering breach of contract has got the contract performed	Contract/deed, authority, chronology, notices, performance and

		through a third party or by.	payment records tied to this limb.
(1)	, he shall not be entitled to claim relief of specific performance against the party in breach.	Test this (1) within the title, property and risk framework. Operational focus: , he shall not be entitled to claim relief of specific performance against the party in breach.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(4)	Nothing in this section shall prevent the party who has suffered breach of contract from claiming compensation from the party in breach.	Test this (4) within the title, property and risk framework. Operational focus: nothing in this section shall prevent the party who has suffered breach of contract from claiming compensation from.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 19 is a title, property and risk provision dealing with relief against parties and persons claiming under them by subsequent title. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Prepare a title-risk timeline covering identification, appropriation, notice, delivery, documents of title, reservation of disposal and good-faith third-party rights.

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 20 - Substituted performance of contract

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

Current statutory text

3[20. Substituted performance of contract.—(1) Without prejudice to the generality of the provisions contained in the Indian Contract Act, 1872 (9 of 1872), and, except as otherwise agreed upon by the parties, where the contract is broken due to non-performance of promise by any party, the party who suffers by such breach shall have the option of substituted performance through a third party or by his own agency, and, recover the expenses and other costs actually incurred, spent or suffered by him, from the party committing such breach.

(2) No substituted performance of contract under sub-section (1) shall be undertaken unless the party who suffers such breach has given a notice in writing, of not less than thirty days, to the party in breach calling upon him to perform the contract within such time as specified in the notice, and on his refusal or failure to do so, he may get the same performed by a third party or by his own agency:

Provided that the party who suffers such breach shall not be entitled to recover the expenses and costs under sub-section (1) unless he has got the contract performed through a third party or by his own agency.

(3) Where the party suffering breach of contract has got the contract performed through a third party or by his own agency after giving notice under sub-section (1), he shall not be entitled to claim relief of specific performance against the party in breach.

(4) Nothing in this section shall prevent the party who has suffered breach of contract from claiming compensation from the party in breach.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/ control
Main rule	3[20. Substituted performance of contract.—	Test this main limb within the commercial rights and obligations framework. Operational focus: 3[20. substituted performance of contract. —.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	Without prejudice to the generality of the provisions contained in the Indian Contract Act, 1872 (9 of 1872), and, except as otherwise agreed upon by the parties, where the contract is broken due to non-performance of promise by any party, the party who suffers by such	Test this (1) within the commercial rights and obligations framework. Operational focus: without prejudice to the generality of the provisions contained in	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

	breach shall have the option of substituted performance through a third party or by his own agency, and, recover the expenses and other costs actually incurred, spent or suffered by him, from the party committing such breach.	the indian contract act, 1872 (9 of 1872).	
(2)	No substituted performance of contract under sub-section	Test this (2) within the commercial rights and obligations framework. Operational focus: no substituted performance of contract under sub-section.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	shall be undertaken unless the party who suffers such breach has given a notice in writing, of not less than thirty days, to the party in breach calling upon him to perform the contract within such time as specified in the notice, and on his refusal or failure to do so, he may get the same performed by a third party or by his own agency:	Test this (1) within the commercial rights and obligations framework. Operational focus: shall be undertaken unless the party who suffers such breach has given a notice in writing, of not.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
Provided that	the party who suffers such breach shall not be entitled to recover the expenses and costs under sub-section	Test this provided that within the commercial rights and obligations framework. Operational focus: the party who suffers such breach shall not be entitled to recover the expenses and costs under sub-section.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	unless he has got the contract performed through a third party or by his own agency.	Test this (1) within the commercial rights and obligations framework. Operational focus: unless he has got the contract performed through a third party or by his own agency.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

(3)	Where the party suffering breach of contract has got the contract performed through a third party or by his own agency after giving notice under sub-section	Test this (3) within the commercial rights and obligations framework. Operational focus: where the party suffering breach of contract has got the contract performed through a third party or by.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	, he shall not be entitled to claim relief of specific performance against the party in breach.	Test this (1) within the commercial rights and obligations framework. Operational focus: , he shall not be entitled to claim relief of specific performance against the party in breach.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(4)	Nothing in this section shall prevent the party who has suffered breach of contract from claiming compensation from the party in breach.	Test this (4) within the commercial rights and obligations framework. Operational focus: nothing in this section shall prevent the party who has suffered breach of contract from claiming compensation from.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 20 is a commercial rights and obligations provision dealing with substituted performance of contract. 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 20A - Special provisions for contract relating to infrastructure project

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

Current statutory text

20A. Special provisions for contract relating to infrastructure project.—(1) No injunction shall be granted by a court in a suit under this Act involving a contract relating to an infrastructure project specified in the Schedule, where granting injunction would cause impediment or delay in the progress or completion of such infrastructure project.

1. Ins. by Act 18 of 2018, s. 8 (w.e.f. 1-10-2018).

2. Subs. by s. 9, *ibid.*, for “Discretion and powers of Court”(w.e.f. 1-10-2018).

3. Subs. by s. 10, *ibid.*, for section 20 (w.e.f. 1-10-2018).

Explanation.—For the purposes of this section, section 20B and clause (ha) of section 41, the expression “infrastructure project” means the category of projects and infrastructure Sub-Sectors specified in the Schedule.

(2) The Central Government may, depending upon the requirement for development of infrastructure projects, and if it considers necessary or expedient to do so, by notification in the Official Gazette, amend the Schedule relating to any Category of projects or Infrastructure Sub-Sectors.

(3) Every notification issued under this Act by the Central Government shall be laid, as soon as may be after it is issued, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the notification or both Houses agree that the notification should not be made, the notification shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that notification.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/ control
Main rule	20A. Special provisions for contract relating to infrastructure project.—	Test this main limb within the commercial rights and obligations framework. Operational focus: 20a. special provisions for contract relating to infrastructure project.—.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	No injunction shall be granted by a court in a suit under this Act involving a contract	Test this (1) within the commercial rights and	Contract/deed, authority,

	relating to an infrastructure project specified in the Schedule, where granting injunction would cause impediment or delay in the progress or completion of such infrastructure project. 1. Ins. by Act 18 of 2018, s. 8 (w.e.f. 1-10-2018). 2. Subs. by s. 9, <i>ibid.</i>, for “Discretion and powers of Court”(w.e.f. 1-10-2018). 3. Subs. by s. 10, <i>ibid.</i>, for section 20 (w.e.f. 1-10-2018). Explanation.—For the purposes of this section, section 20B and clause	obligations framework. Operational focus: no injunction shall be granted by a court in a suit under this act involving a contract relating.	chronology, notices, performance and payment records tied to this limb.
(ha)	of section 41, the expression “infrastructure project” means the category of projects and infrastructure Sub-Sectors specified in the Schedule.	Test this (ha) within the commercial rights and obligations framework. Operational focus: of section 41, the expression “infrastructure project” means the category of projects and infrastructure sub-sectors specified in the.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(2)	The Central Government may, depending upon the requirement for development of infrastructure projects, and if it considers necessary or expedient to do so, by notification in the Official Gazette, amend the Schedule relating to any Category of projects or Infrastructure Sub-Sectors.	Test this (2) within the commercial rights and obligations framework. Operational focus: the central government may, depending upon the requirement for development of infrastructure projects, and if it considers necessary.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(3)	Every notification issued under this Act by the Central Government shall be laid, as soon as may be after it is issued, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive	Test this (3) within the commercial rights and obligations framework. Operational focus: every notification issued under this act by the central government shall be laid, as soon as may be.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

sessions aforesaid, both Houses agree in making any modification in the notification or both Houses agree that the notification should not be made, the notification shall thereafter have effect only in such modified form or be of no effect, as the case...		
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Finin2min implementation explanation

Section 20A is a commercial rights and obligations provision dealing with special provisions for contract relating to infrastructure project. 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 20B - Special Courts

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

Current statutory text

20B. Special Courts.—The State Government, in consultation with the Chief Justice of the High Court, shall designate, by notification published in the Official Gazette, one or more Civil Courts as Special Courts, within the local limits of the area to exercise jurisdiction and to try a suit under this Act in respect of contracts relating to infrastructure projects.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	20B. Special Courts.—The State Government, in consultation with the Chief Justice of the High Court, shall designate, by notification published in the Official Gazette, one or more Civil Courts as Special Courts, within the local limits of the area to exercise jurisdiction and to try a suit under this Act in respect of contracts relating to infrastructure projects.	Test this main limb within the commercial rights and obligations framework. Operational focus: 20b. special courts.—the state government, in consultation with the chief justice of the high court, shall designate, by.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 20B is a commercial rights and obligations provision dealing with special courts. 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 20C - Expeditious disposal of suits

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

Current statutory text

20C. Expeditious disposal of suits.—Notwithstanding anything contained in the Code of Civil Procedure, 1908 (5 of 1908), a suit filed under the provisions of this Act shall be disposed of by the court within a period of twelve months from the date of service of summons to the defendant: Provided that the said period may be extended for a further period not exceeding six months in aggregate after recording reasons in writing for such extension by the court.]

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	20C. Expeditious disposal of suits. —Notwithstanding anything contained in the Code of Civil Procedure, 1908 (5 of 1908), a suit filed under the provisions of this Act shall be disposed of by the court within a period of twelve months from the date of service of summons to the defendant:	Test this main limb within the title, property and risk framework. Operational focus: 20c. expeditious disposal of suits.— notwithstanding anything contained in the code of civil procedure, 1908 (5 of 1908), a.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
Provided that	the said period may be extended for a further period not exceeding six months in aggregate after recording reasons in writing for such extension by the court.]	Test this provided that within the title, property and risk framework. Operational focus: the said period may be extended for a further period not exceeding six months in aggregate after recording.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 20C is a title, property and risk provision dealing with expeditious disposal of suits. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Prepare a title-risk timeline covering identification, appropriation, notice, delivery, documents of title, reservation of disposal and good-faith third-party rights.

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 21 - Power to award compensation in certain cases

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

Current statutory text

21. Power to award compensation in certain cases.—(1) In a suit for specific performance of a contract, the plaintiff may also claim compensation for its breach 1[in addition to] such performance.

(2) If, in any such suit, the court decides that specific performance ought not to be granted, but that there is a contract between the parties which has been broken by the defendant, and that the plaintiff is entitled to compensation for that breach, it shall award him such compensation accordingly.

(3) If, in any such suit, the court decides that specific performance ought to be granted, but that it is not sufficient to satisfy the justice of the case, and that some compensation for breach of the contract should also be made to the plaintiff, it shall award him such compensation accordingly.

(4) In determining the amount of any compensation awarded under this section, the court shall be guided by the principles specified in section 73 of the Indian Contract Act, 1872 (9 of 1872).

(5) No compensation shall be awarded under this section unless the plaintiff has claimed such compensation in his plaint:

Provided that where the plaintiff has not claimed any such compensation in the plaint, the court shall, at any stage of the proceeding, allow him to amend the plaint on such terms as may be just, for including a claim for such compensation.

Explanation.—The circumstances that the contract has become incapable of specific performance does not preclude the court from exercising the jurisdiction conferred by this section.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	21. Power to award compensation in certain cases.—	Test this main limb within the breach and remedies framework. Operational focus: 21. power to award compensation in certain cases.—.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	In a suit for specific performance of a contract, the plaintiff may also claim compensation for its breach 1[in addition to] such performance.	Test this (1) within the breach and remedies framework. Operational focus: in a suit for specific performance of a contract, the plaintiff may	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

		also claim compensation for its breach.	
(2)	If, in any such suit, the court decides that specific performance ought not to be granted, but that there is a contract between the parties which has been broken by the defendant, and that the plaintiff is entitled to compensation for that breach, it shall award him such compensation accordingly.	Test this (2) within the breach and remedies framework. Operational focus: if, in any such suit, the court decides that specific performance ought not to be granted, but that.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(3)	If, in any such suit, the court decides that specific performance ought to be granted, but that it is not sufficient to satisfy the justice of the case, and that some compensation for breach of the contract should also be made to the plaintiff, it shall award him such compensation accordingly.	Test this (3) within the breach and remedies framework. Operational focus: if, in any such suit, the court decides that specific performance ought to be granted, but that it.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(4)	In determining the amount of any compensation awarded under this section, the court shall be guided by the principles specified in section 73 of the Indian Contract Act, 1872 (9 of 1872).	Test this (4) within the breach and remedies framework. Operational focus: in determining the amount of any compensation awarded under this section, the court shall be guided by the.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(5)	No compensation shall be awarded under this section unless the plaintiff has claimed such compensation in his plaint:	Test this (5) within the breach and remedies framework. Operational focus: no compensation shall be awarded under this section unless the plaintiff has claimed such compensation in his plaint.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
Provided that	where the plaintiff has not claimed any such compensation in the plaint, the court shall, at any stage of the proceeding, allow him to amend the plaint on such terms as may be just, for	Test this provided that within the breach and remedies framework. Operational focus: where the plaintiff has not	Contract/deed, authority, chronology, notices, performance and

including a claim for such compensation. Explanation.—The circumstances that the contract has become incapable of specific performance does not preclude the court from exercising the jurisdiction conferred by this section.

claimed any such compensation in the plaint, the court shall, at any stage.

payment records tied to this limb.

Finin2min implementation explanation

Section 21 is a breach and remedies provision dealing with power to award compensation in certain cases. 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.

Section 22 - Power to grant relief for possession, partition, refund of earnest money, etc

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

Current statutory text

22. Power to grant relief for possession, partition, refund of earnest money, etc.—(1)

Notwithstanding anything to the contrary contained in the Code of Civil Procedure, 1908 (5 of 1908), any person suing for the specific performance of a contract for the transfer of immovable property may, in an appropriate case, ask for—

(a) possession, or partition and separate possession, of the property, in addition to such performance; or

1. Subs. by Act 18 of 2018, s. 11, for “, either in addition to, or in substitution of,” (w.e.f. 1-10-2018).

(b) any other relief to which he may be entitled, including the refund of any earnest money or deposit paid or [made by] him, in case his claim for specific performance is refused.

(2) No relief under clause (a) or clause (b) of sub-section (1) shall be granted by the court unless it has been specifically claimed:

Provident that where the plaintiff has not claimed any such relief in the plaint, the court shall, at any stage of the proceeding, allow him to amend the plaint on such terms as may be just for including a claim for such relief.

(3) The power of the court to grant relief under clause (b) of sub-section (1) shall be without prejudice to its powers to award compensation under section 21.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	22. Power to grant relief for possession, partition, refund of earnest money, etc.—	Test this main limb within the title, property and risk framework. Operational focus: 22. power to grant relief for possession, partition, refund of earnest money, etc.—.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	Notwithstanding anything to the contrary contained in the Code of Civil Procedure, 1908 (5 of 1908), any person suing for the specific performance of a contract for the transfer of immovable property may, in an appropriate case, ask for—	Test this (1) within the title, property and risk framework. Operational focus: notwithstanding anything to the contrary contained in the code of civil procedure, 1908	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

		(5 of 1908), any person suing.	
(a)	possession, or partition and separate possession, of the property, in addition to such performance; or 1. Subs. by Act 18 of 2018, s. 11, for “, either in addition to, or in substitution of,” (w.e.f. 1-10-2018).	Test this (a) within the title, property and risk framework. Operational focus: possession, or partition and separate possession, of the property, in addition to such performance; or 1. subs. by.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(b)	any other relief to which he may be entitled, including the refund of any earnest money or deposit paid or 1[made by] him, in case his claim for specific performance is refused.	Test this (b) within the title, property and risk framework. Operational focus: any other relief to which he may be entitled, including the refund of any earnest money or deposit.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(2)	No relief under clause	Test this (2) within the title, property and risk framework. Operational focus: no relief under clause.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(a)	or clause	Test this (a) within the title, property and risk framework. Operational focus: or clause.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(b)	of sub-section	Test this (b) within the title, property and risk framework. Operational focus: of sub-section.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	shall be granted by the court unless it has been specifically claimed: Provident that where the plaintiff has	Test this (1) within the title, property and risk framework. Operational focus: shall be	Contract/deed, authority, chronology,

	not claimed any such relief in the plaint, the court shall, at any stage of the proceeding, allow him to amend the plaint on such terms as may be just for including a claim for such relief.	granted by the court unless it has been specifically claimed: provident that where the plaintiff has.	notices, performance and payment records tied to this limb.
(3)	The power of the court to grant relief under clause	Test this (3) within the title, property and risk framework. Operational focus: the power of the court to grant relief under clause.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(b)	of sub-section	Test this (b) within the title, property and risk framework. Operational focus: of sub-section.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	shall be without prejudice to its powers to award compensation under section 21.	Test this (1) within the title, property and risk framework. Operational focus: shall be without prejudice to its powers to award compensation under section 21.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 22 is a title, property and risk provision dealing with power to grant relief for possession, partition, refund of earnest money, etc. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Prepare a title-risk timeline covering identification, appropriation, notice, delivery, documents of title, reservation of disposal and good-faith third-party rights.

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 23 - Liquidation of damages not a bar to specific performance

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

Current statutory text

23. Liquidation of damages not a bar to specific performance.—(1) A contract, otherwise proper to be specifically enforced, may be so enforced, though a sum be named in it as the amount to be paid in case of its breach and the party in default is willing to pay the same, if the court, having regard to the terms of the contract and other attending circumstances, is satisfied that the sum was named only for the purpose of securing performance of the contract and not for the purpose of giving to the party in default an option of paying money in lieu of specific performance.

(2) When enforcing specific performance under this section, the court shall not also decree payment of the sum so named in the contract.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	23. Liquidation of damages not a bar to specific performance.—	Test this main limb within the breach and remedies framework. Operational focus: 23. liquidation of damages not a bar to specific performance.—.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	A contract, otherwise proper to be specifically enforced, may be so enforced, though a sum be named in it as the amount to be paid in case of its breach and the party in default is willing to pay the same, if the court, having regard to the terms of the contract and other attending circumstances, is satisfied that the sum was named only for the purpose of securing performance of the contract and not for the purpose of giving to the party in default an option of paying money in lieu of specific performance.	Test this (1) within the breach and remedies framework. Operational focus: a contract, otherwise proper to be specifically enforced, may be so enforced, though a sum be named in.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(2)	When enforcing specific performance under this section, the court shall not also decree	Test this (2) within the breach and remedies	Contract/deed, authority,

payment of the sum so named in the contract.

framework. Operational focus: when enforcing specific performance under this section, the court shall not also decree payment of the sum so.

chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 23 is a breach and remedies provision dealing with liquidation of damages not a bar to specific performance. 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.

Section 24 - Bar of suit for compensation for breach after dismissal of suit for specific performance

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

Current statutory text

24. Bar of suit for compensation for breach after dismissal of suit for specific performance.—The dismissal of a suit for specific performance of a contract or part thereof shall bar the plaintiff’s right to sue for compensation for the breach of such contract or part, as the case may be, but shall not bar his right to sue for any other relief to which he may be entitled, by reason of such breach.

ENFORCEMENT OF AWARDS AND DIRECTIONS TO EXECUTE SETTLEMENTS

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/ control
Main rule	24. Bar of suit for compensation for breach after dismissal of suit for specific performance.—The dismissal of a suit for specific performance of a contract or part thereof shall bar the plaintiff’s right to sue for compensation for the breach of such contract or part, as the case may be, but shall not bar his right to sue for any other relief to which he may be entitled, by reason of such breach. ENFORCEMENT OF AWARDS AND DIRECTIONS TO EXECUTE SETTLEMENTS	Test this main limb within the breach and remedies framework. Operational focus: 24. bar of suit for compensation for breach after dismissal of suit for specific performance.—the dismissal of a.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 24 is a breach and remedies provision dealing with bar of suit for compensation for breach after dismissal of suit for specific performance. 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.

Section 25 - Application of preceding sections to certain awards and testamentary directions to execute settlements. RECTIFICATION OF INSTRUMENTS

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

Current statutory text

25. Application of preceding sections to certain awards and testamentary directions to execute settlements.—The provisions of this Chapter as to contracts shall apply to awards to which 2[the Arbitration and Conciliation Act, 1996 (26 of 1996)], does not apply and to directions in a will or codicil to execute a particular settlement.

CHAPTER III
RECTIFICATION OF INSTRUMENTS

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/ control
Main rule	25. Application of preceding sections to certain awards and testamentary directions to execute settlements.—The provisions of this Chapter as to contracts shall apply to awards to which 2[the Arbitration and Conciliation Act, 1996 (26 of 1996)], does not apply and to directions in a will or codicil to execute a particular settlement. CHAPTER III RECTIFICATION OF INSTRUMENTS	Test this main limb within the dissolution and settlement framework. Operational focus: 25. application of preceding sections to certain awards and testamentary directions to execute settlements.—the provisions of this chapter.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 25 is a dissolution and settlement provision dealing with application of preceding sections to certain awards and testamentary directions to execute settlements. rectification of instruments. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Freeze assets, liabilities, partner loans, capital, drawings and goodwill. Apply the statutory settlement order and preserve winding-up authority and notices.

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 purchaser keeps funds available and arranges substituted performance after default. Distinguish specific performance, substituted performance, compensation, possession, refund and interim relief.

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.

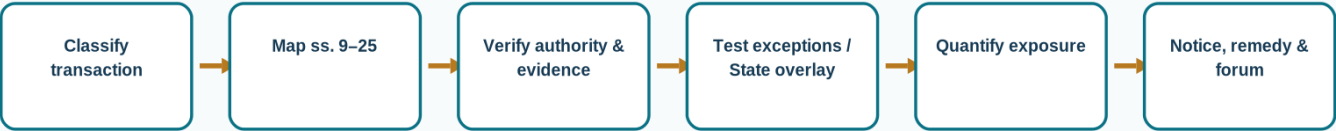
Central and State/UT variation alerts

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-C03 · Finin2min decision path



Defences, enforceability, part performance, experts, bars, substituted performance, compensation, infrastructure and relief. Verify the current official source before professional reliance

Finin2min Q&A

What decision does SRA-C03 help a business make?

It determines how specific performance, substituted performance and infrastructure projects should be classified, documented, performed and enforced under sections 9-25 of the Specific Relief Act, 1963.

Which provision should be read first in SRA-C03?

Begin with section 9 (Defences respecting suits for relief based on contract) and then read the connected definitions, exceptions and remedy provisions in sequence.

What is the principal implementation risk in SRA-C03?

Applying a commercial label without proving the statutory conditions for specific performance, substituted performance and infrastructure projects, or acting without authority, notice, performance and payment evidence.

Which execution checks are specific to SRA-C03?

Confirm the correct entities, signatory authority, consent, complete annexures, stamp and registration treatment, digital audit trail and approvals relevant to specific performance, substituted performance and infrastructure projects.

How should evidence be indexed for SRA-C03?

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-C03?

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-C03?

Classify the precise cause of action associated with specific performance, substituted performance and infrastructure projects, record accrual, refusal, notice, acknowledgment and exclusion dates, and apply the correct Limitation Act article.

Can arbitration resolve every dispute arising under SRA-C03?

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-C03?

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-C03?

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

Why is section 25 important to SRA-C03?

Section 25 (Application of preceding sections to certain awards and testamentary directions to execute settlements. RECTIFICATION OF INSTRUMENTS) 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.