

Rescission of Contracts

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 rescission of contracts 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.27	When rescission may be adjudged or refused	operative	corrective and declaratory relief
s.28	Rescission in certain circumstances of contracts for the sale or lease of immovable property, the specific performance of which has been decreed	operative	title, property and risk

s.29	Alternative prayer for rescission in suit for specific performance	operative	breach and remedies
s.30	Court may require parties rescinding to do equity. CANCELLATION OF INSTRUMENTS	operative	corrective and declaratory relief

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 27 - When rescission may be adjudged or refused

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

Current statutory text

27. When rescission may be adjudged or refused.—(1) Any person interested in a contract may sue to have it rescinded, and such rescission may be adjudged by the court in any of the following cases, namely:—

- (a) where the contract is voidable or terminable by the plaintiff;
- (b) where the contract is unlawful for causes not apparent on its face and the defendant is more to blame than the plaintiff.
- (2) Notwithstanding anything contained in sub-section (1), the court may refuse to rescind the contract—
 - (a) where the plaintiff has expressly or impliedly ratified the contract; or
 - (b) where, owing to the change of circumstances which has taken place since the making of the contract (not being due to any act of the defendant himself), the parties cannot be substantially restored to the position in which they stood when the contract was made; or
 - (c) where third parties have, during the subsistence of the contract, acquired rights in good faith without notice and for value; or
 - (d) where only a part of the contract is sought to be rescinded and such part is not severable from the rest of the contract.

Explanation.—In this section “contract” in relation to the territories to which the Transfer of Property Act, 1882 (4 of 1882), does not extend, means a contract in writing.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	27. When rescission may be adjudged or refused.—	Test this main limb within the corrective and declaratory relief framework. Operational focus: 27. when rescission may be adjudged or refused. —.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	Any person interested in a contract may sue to have it rescinded, and such rescission may be adjudged by the court in any of the following cases, namely:—	Test this (1) within the corrective and declaratory relief framework. Operational focus: any person interested in a contract may sue to have it rescinded, and such rescission may be adjudged.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

(a)	where the contract is voidable or terminable by the plaintiff	Test this (a) within the corrective and declaratory relief framework. Operational focus: where the contract is voidable or terminable by the plaintiff.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(b)	where the contract is unlawful for causes not apparent on its face and the defendant is more to blame than the plaintiff.	Test this (b) within the corrective and declaratory relief framework. Operational focus: where the contract is unlawful for causes not apparent on its face and the defendant is more to.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(2)	Notwithstanding anything contained in sub-section	Test this (2) within the corrective and declaratory relief framework. Operational focus: notwithstanding anything contained in sub-section.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	, the court may refuse to rescind the contract—	Test this (1) within the corrective and declaratory relief framework. Operational focus: , the court may refuse to rescind the contract—.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(a)	where the plaintiff has expressly or impliedly ratified the contract; or	Test this (a) within the corrective and declaratory relief framework. Operational focus: where the plaintiff has expressly or impliedly ratified the contract; or.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(b)	where, owing to the change of circumstances which has taken place since the making of the contract (not being due to any act of the defendant himself), the parties	Test this (b) within the corrective and declaratory relief framework. Operational focus: where, owing to the change of circumstances	Contract/deed, authority, chronology, notices, performance and

	cannot be substantially restored to the position in which they stood when the contract was made; or	which has taken place since the making of the contract (not.	payment records tied to this limb.
(c)	where third parties have, during the subsistence of the contract, acquired rights in good faith without notice and for value; or	Test this (c) within the corrective and declaratory relief framework. Operational focus: where third parties have, during the subsistence of the contract, acquired rights in good faith without notice and.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(d)	where only a part of the contract is sought to be rescinded and such part is not severable from the rest of the contract. Explanation.—In this section “contract” in relation to the territories to which the Transfer of Property Act, 1882 (4 of 1882), does not extend, means a contract in writing.	Test this (d) within the corrective and declaratory relief framework. Operational focus: where only a part of the contract is sought to be rescinded and such part is not severable.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 27 is a corrective and declaratory relief provision dealing with when rescission may be adjudged or refused. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Identify the instrument or right requiring correction, statutory prerequisites, third-party interests, readiness, equitable conduct, limitation and exact order requested.

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 28 - Rescission in certain circumstances of contracts for the sale or lease of immovable property, the specific performance of which has been decreed

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

Current statutory text

28. Rescission in certain circumstances of contracts for the sale or lease of immovable property, the specific performance of which has been decreed.—(1) Where in any suit a decree for specific performance of a contract for the sale or lease of immovable property has been made and the purchaser or lessee does not, within the period allowed by the decree or such further period as the court may allow, pay the purchase money or other sum which the court has ordered him to pay, the vendor or lessor may apply in the same suit in which the decree is made, to have the contract rescinded and on such application the court may, by order, rescind the contract either so far as regards the party in default or altogether, as the justice of the case may require.
- (2) Where a contract is rescinded under sub-section (1), the court—
- (a) shall direct the purchaser or the lessee, if he has obtained possession of the property under the contract, to restore such possession to the vendor or lessor, and
- (b) may direct payment to the vendor or lessor of all the rents and profits which have accrued in respect of the property from the date on which possession was so obtained by the purchaser or lessee until restoration of possession to the vendor or lessor, and, if the justice of the case so requires, the refund of any sum paid by the vendee or the lessee as earnest money or deposit in connection with the contract.
- (3) If the purchase or lessee pays the purchase money or other sum which he is ordered to pay under the decree within the period referred to in sub-section (1), the court may, on application made in the same suit, award the purchaser or lessee such further relief as he may be entitled to, including in appropriate cases all or any of the following reliefs, namely:—
- (a) the execution of a proper conveyance or lease by the vendor or lessor;
- (b) the delivery of possession, or partition and separate possession, of the property on the execution of such conveyance or lease.
- (4) No separate suit in respect of any relief which may be claimed under this section shall lie at the instance of a vendor, purchaser, lessor or lessee, as the case may be.
- (5) The costs of any proceedings under this section shall be in the discretion of the court.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	28. Rescission in certain circumstances of contracts for the sale or lease of immovable property, the specific performance of which has been decreed.—	Test this main limb within the title, property and risk framework. Operational focus: 28. rescission in certain circumstances of	Contract/deed, authority, chronology, notices, performance and payment

		contracts for the sale or lease of immovable property, the specific performance.	records tied to this limb.
(1)	Where in any suit a decree for specific performance of a contract for the sale or lease of immovable property has been made and the purchaser or lessee does not, within the period allowed by the decree or such further period as the court may allow, pay the purchase money or other sum which the court has ordered him to pay, the vendor or lessor may apply in the same suit in which the decree is made, to have the contract rescinded and on such application the court may, by order, rescind the contract either so far as regards the party in default or altogether, as the justice of the case may require.	Test this (1) within the title, property and risk framework. Operational focus: where in any suit a decree for specific performance of a contract for the sale or lease of.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(2)	Where a contract is rescinded under sub-section	Test this (2) within the title, property and risk framework. Operational focus: where a contract is rescinded under sub-section.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	, the court—	Test this (1) within the title, property and risk framework. Operational focus: , the court—.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(a)	shall direct the purchaser or the lessee, if he has obtained possession of the property under the contract, to restore such possession to the vendor or lessor, and	Test this (a) within the title, property and risk framework. Operational focus: shall direct the purchaser or the lessee, if he has obtained possession of	Contract/deed, authority, chronology, notices, performance and payment

		the property under the contract.	records tied to this limb.
(b)	may direct payment to the vendor or lessor of all the rents and profits which have accrued in respect of the property from the date on which possession was so obtained by the purchaser or lessee until restoration of possession to the vendor or lessor, and, if the justice of the case so requires, the refund of any sum paid by the vendee or the lessee as earnest money or deposit in connection with the contract.	Test this (b) within the title, property and risk framework. Operational focus: may direct payment to the vendor or lessor of all the rents and profits which have accrued in.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(3)	If the purchase or lessee pays the purchase money or other sum which he is ordered to pay under the decree within the period referred to in sub-section	Test this (3) within the title, property and risk framework. Operational focus: if the purchase or lessee pays the purchase money or other sum which he is ordered to pay.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	, the court may, on application made in the same suit, award the purchaser or lessee such further relief as he may be entitled to, including in appropriate cases all or any of the following reliefs, namely:—	Test this (1) within the title, property and risk framework. Operational focus: , the court may, on application made in the same suit, award the purchaser or lessee such further.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(a)	the execution of a proper conveyance or lease by the vendor or lessor	Test this (a) within the title, property and risk framework. Operational focus: the execution of a proper conveyance or lease by the vendor or lessor.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(b)	the delivery of possession, or partition and separate possession, of the property on the execution of such conveyance or lease.	Test this (b) within the title, property and risk framework. Operational focus: the delivery of possession, or partition	Contract/deed, authority, chronology, notices, performance

		and separate possession, of the property on the execution of such conveyance.	and payment records tied to this limb.
(4)	No separate suit in respect of any relief which may be claimed under this section shall lie at the instance of a vendor, purchaser, lessor or lessee, as the case may be.	Test this (4) within the title, property and risk framework. Operational focus: no separate suit in respect of any relief which may be claimed under this section shall lie at.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(5)	The costs of any proceedings under this section shall be in the discretion of the court.	Test this (5) within the title, property and risk framework. Operational focus: the costs of any proceedings under this section shall be in the discretion of the court.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 28 is a title, property and risk provision dealing with rescission in certain circumstances of contracts for the sale or lease of immovable property, the specific performance of which has been decreed. 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 29 - Alternative prayer for rescission in suit for specific performance

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

Current statutory text

29. Alternative prayer for rescission in suit for specific performance.—A plaintiff instituting a suit for the specific performance of a contract in writing may pray in the alternative that, if the contract cannot be specifically enforced, it may be rescinded and delivered up to be cancelled; and the court, if it refuses to enforce the contract specifically, may direct it to be rescinded and delivered up accordingly.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	29. Alternative prayer for rescission in suit for specific performance.—A plaintiff instituting a suit for the specific performance of a contract in writing may pray in the alternative that, if the contract cannot be specifically enforced, it may be rescinded and delivered up to be cancelled; and the court, if it refuses to enforce the contract specifically, may direct it to be rescinded and delivered up accordingly.	Test this main limb within the breach and remedies framework. Operational focus: 29. alternative prayer for rescission in suit for specific performance.—a plaintiff instituting a suit for the specific performance.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 29 is a breach and remedies provision dealing with alternative prayer for rescission in 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 30 - Court may require parties rescinding to do equity. CANCELLATION OF INSTRUMENTS

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

Current statutory text

30. Court may require parties rescinding to do equity.—On adjudging the rescission of a contract, the court may require the party to whom such relief is granted to restore, so far as may be, any benefit which he may have received from the other party and to make any compensation to him which justice may require.

CHAPTER V
CANCELLATION OF INSTRUMENTS

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	30. Court may require parties rescinding to do equity.—On adjudging the rescission of a contract, the court may require the party to whom such relief is granted to restore, so far as may be, any benefit which he may have received from the other party and to make any compensation to him which justice may require. CHAPTER V CANCELLATION OF INSTRUMENTS	Test this main limb within the corrective and declaratory relief framework. Operational focus: 30. court may require parties rescinding to do equity. —on adjudging the rescission of a contract, the court may.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 30 is a corrective and declaratory relief provision dealing with court may require parties rescinding to do equity. cancellation of instruments. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Identify the instrument or right requiring correction, statutory prerequisites, third-party interests, readiness, equitable conduct, limitation and exact order requested.

Section-level practical application

Transaction test

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

Consequence and remedy

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

Practical examples and calculations

Chapter scenario

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

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

Practical transaction application

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

Authority, consent and execution controls

Authority

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

Consent

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

Execution

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

Stamp duty and registration alerts

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

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

Evidence and document-retention checklist

Core file

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

Electronic evidence

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

Retention

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

Forms, registers and operational records

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

Performance, delivery and payment controls

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

Breach, loss, mitigation and remedy framework

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

Limitation and forum controls

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

Arbitration and mediation interface

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

Company, partnership, GST and tax overlays

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

Binding and foundational judicial principles

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

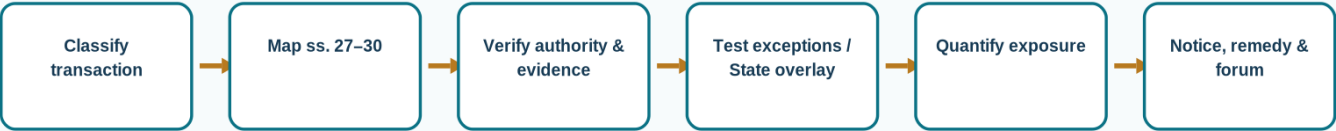
Central and State/UT variation alerts

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

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

Chapter-specific decision flowchart

SRA-C05 · Finin2min decision path



Grounds, alternative prayer, equity and court-directed rescission. Verify the current official source before professional reliance.

Finin2min Q&A

What decision does SRA-C05 help a business make?

It determines how rescission of contracts should be classified, documented, performed and enforced under sections 27-30 of the Specific Relief Act, 1963.

Which provision should be read first in SRA-C05?

Begin with section 27 (When rescission may be adjudged or refused) and then read the connected definitions, exceptions and remedy provisions in sequence.

What is the principal implementation risk in SRA-C05?

Applying a commercial label without proving the statutory conditions for rescission of contracts, or acting without authority, notice, performance and payment evidence.

Which execution checks are specific to SRA-C05?

Confirm the correct entities, signatory authority, consent, complete annexures, stamp and registration treatment, digital audit trail and approvals relevant to rescission of contracts.

How should evidence be indexed for SRA-C05?

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-C05?

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-C05?

Classify the precise cause of action associated with rescission of contracts, record accrual, refusal, notice, acknowledgment and exclusion dates, and apply the correct Limitation Act article.

Can arbitration resolve every dispute arising under SRA-C05?

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-C05?

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-C05?

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

Why is section 30 important to SRA-C05?

Section 30 (Court may require parties rescinding to do equity. CANCELLATION 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.