REMEDY FOR FAILURE OF- PERFORMANCE OF AN AGREEMENT OF SALE?

BY KALYANRAO PEDDIREDDI B.COM(HONS) in Company Secretary & Business Administration; L.L.B & L.L.M (Constitutional Law of India, U.S. American Constitution, Swiss Constitution, British Constitution); Former District & Sessions Judge, now lives at Hydbad.

 The 'Specific Relief Act 1963' is an Act of the rights of large number of remedial aspects of law. It came in the replacement of the earlier Act of 1877. Protection of life and property cannot be assured by a simple declaration of rights and duties. The enumeration of rights and duties must be supplemented by legal devices which help the individual to enforce his rights. Social redress must be provided to every person who is injured in the social process. Basically, the mission of the Specific Act is to assure that whenever there is a wrong there must be a remedy.

As of January 2017[[update]](https://en.wikipedia.org/w/index.php?title=Law_of_India&action=edit), there were about 1,248 laws. However, since there are Central laws as well as State laws, it is difficult to ascertain their exact numbers as on a given date and the best way to find the Central Laws in India is from the official website.[[]](https://en.wikipedia.org/wiki/Law_of_India#cite_note-4)

 Remedies are generally provided by the branch of substantive law which defines its rights and duties for its own purposes. The law of contract provides the remedy of damages for breach of contract. Similarly the law of tort provides for recovery in cases of tortuous wrongs. However, substantive laws can never afford to be exhaustive in terms of their remedies and reliefs. Scope of the Act remains specific to provide a network of relief. The Act does not confer any Rights on itself. Specific relief is only provided for the violation of a legal right. The network of reliefs allowed by this Act falls under the following outlines:

 Remedies are generally provided by the branch of substantive law which defines its rights and duties for its own purposes. The law of contract provides the remedy of damages for breach of contract. Similarly the law of tort provides for recovery in cases of tortuous wrongs. However, substantive laws can never afford to be exhaustive in terms of their remedies and reliefs. Scope of the Act remains specific to provide a network of relief. The Act does not confer any Rights on itself. Specific relief is only provided for the violation of a legal right. The network of reliefs allowed by this Act falls under the following outlines:

##  Recovery of possession of property: Though the Specific Relief Act is concerned only with the enforcement of civil rights and not penal laws, even civil law has to take care of certain rights, the violation of which is capable of creating serious violent clashes, and these are rights to possession of property. The very first chapter provides relief to those who have been dispossessed of their property.—Nair Services Society Vs. K C Alexander [All India Reporter] AIR Year of Judgment-1968 SC [Supreme Court of India] Page No.1165—No suit for dispossession against the government is maintainable under Specific Relief Act.

##  Specific performance of contracts:The base of almost all economic relations are made of contracts. Every profession is contract bound. Property, whether owned by businesses or individuals are locked up under contracts. For example, money in banks and other forms of investment are contractually bound. As a result, contracts constitute modern wealth. They are sacred per se. Moreover a particular contract is not an isolated transaction. Often it is a link in the chain of several contracts. A failure at one place could cause serious dislocation to economic and social life. Contracts, thus must be enforced. But awarding compensation to an injured person is the only way that the law of contract can enforce a contract. However, in many cases compensation fails to serve the economic purpose of a contract. For example, a hospital is interested in the fulfillment of its requirements and not in receiving compensation from a failed supplier. Thus there was a need for a remedy which would compel a defaulting contractor to actually perform his contract.

 SATYAMEVA JEYATHE==MERABHARAT MAHAAN==JAIHIND