

Lecture - 1.

Date 13/Aug/24.
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* Law Relating to Specific Relief.

As per Section 12, Court usually won't enforce part of a Contract.

However, if small part of Contract can't be performed and can be compensated in money, Court can enforce the larger part. An award of compensation for the deficiency.

If significant part can't be performed, Court may enforce the part that may be performed only if non-defaulting party agrees to pay full or reduced price and gives up any claims or unperformed parts.

If Contract has separate parts, Court may enforce the part that can be performed, leaving the rest.

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15/Aug/24.

* Non-enforcement except with Variation :-

If a defendant claims variation in the Contract, plaintiff can enforce it with that variation if -

1. Contract was altered by fraud, mistake or misrepresentation.

2. Contract doesn't achieve intended legal result.

3. Contract terms was mutually changed after signing.

- Rectification means Correction of an error in an instrument in order to give effect to real intention of the parties
- instruments :- It includes Every document by which right or liability is or purports to be created, transferred, limited, extended, extinguished or recorded

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16/Aug/24

CASE LAW (Pg - 9.7)

in case of Raman (Dead) by I. rs. Vs r. Nataraajan

Court Cannot enforce specific performance in a way that requires one party to first enter into separate agreement with a third party