









NOTES ON

THE SPECIFIC RELIEF ACT,

1963

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SPECIFIC RELIEF – MEANING, NATURE AND SCOPE

I. Introduction to Specific Relief

A. Definition: Specific relief refers to the remedy provided by the court to enforce a specific performance or prevent the breach of an obligation.

B. The Specific Relief Act, 1963: The act provides the legal framework for granting specific relief in civil cases.

In other words, Specific relief refers to a legal remedy provided by courts to enforce a specific obligation or obtain a specific performance from a party in a civil dispute. It is a discretionary remedy granted by the court and is aimed at ensuring justice in cases where monetary compensation is not an adequate solution. And The Specific Relief Act, 1963 is an Indian legislation that governs the principles and procedures for granting specific relief. It defines the various forms of specific relief and lays down the conditions under which such relief can be granted.

II. Meaning and Nature of Specific Relief

Meaning of Specific Relief: Specific relief is a remedy that is specific to the subject matter of the dispute. It aims to restore the party to the position he or she would have been in if the contract or agreement had been performed as agreed. It may involve compelling a party to carry out their contractual obligations or restraining them from committing a wrongful act.

Nature of Specific Relief: Specific relief is an equitable remedy, which means it is based on principles of fairness and justice rather than strict legal rules. It is discretionary in nature, and the court considers various factors, such as the nature of the contract, the conduct of the parties, and the practicality of enforcing the relief, before granting specific relief.

The Meaning and nature of Specific relief also covers the following points:

A. Specific Performance: Specific relief may involve the court ordering the performance of a specific act as required by a contract or legal obligation.

B. Injunctions: Specific relief can also include the issuance of injunctions, which are court orders that prohibit a person from doing a particular act.

C. Discretionary Remedy: Specific relief is a discretionary remedy, meaning that the court has the discretion to grant or deny it based on the circumstances of each case.

D. Alternative to Damages: Specific relief is an alternative to monetary damages and aims to restore the parties to their original positions.

III. Scope of Specific Relief

The scope of specific relief is broad and covers a wide range of contractual and civil disputes. It applies to cases involving contracts for the sale or lease of property, partnerships, intellectual property rights, specific performance of trusts, and breach of contract, among others.

A. Contracts: Specific relief can be sought in cases involving breach of contract, where the court may order the defaulting party to perform their contractual obligations.

B. Property Disputes: Specific relief can be granted in cases concerning the ownership or possession of property, where the court may order the restoration of possession or specific acts related to the property.

C. Trusts and Trustees: Specific relief is available in cases involving trusts and trustees, allowing the court to enforce the duties and obligations of trustees.

D. Tortious Acts: Specific relief can be sought in cases involving tortious acts, where the court may grant injunctions to prevent or restrain the wrongful actions of individuals.

E. Intellectual Property: Specific relief is available in cases of infringement of intellectual property rights, where the court may order the cessation of the infringing activity.

F. Other Circumstances: The court has the power to grant specific relief in other cases as well, depending on the circumstances and the relief sought.

IV. Limitations of Specific Relief

The Specific Relief Act, 1963 imposes certain limitations on the grant of specific relief. These include cases where monetary compensation is an adequate remedy, cases involving personal service contracts, contracts dependent on the personal qualifications of the parties, and cases where the performance of the contract involves continuous supervision by the court. Following are some points of limitations also:

A. Adequacy of Damages: Specific relief may not be granted if monetary damages would be an adequate remedy for the aggrieved party.

B. Personal Services: Specific performance of personal services is generally not enforceable by the court.

C. Continuous Supervision: Specific relief requiring continuous supervision may not be feasible for the court to enforce.

D. Discretion of the Court: The court has the discretion to deny specific relief if it deems it inappropriate or unjust in a particular case.

V. Conclusion

- Specific relief is a legal remedy provided by the court to enforce specific performance or prevent the breach of obligations.
- The Specific Relief Act, 1963, governs the granting of specific relief in civil cases.
- Specific relief can take the form of specific performance or injunctions.
- The scope of specific relief covers various areas, including contracts, property disputes, trusts, torts, and intellectual property.
- However, there are limitations to the availability of specific relief, and its granting is at the discretion of the court.

RECOVERING POSSESSION OF PROPERTY (SECTIONS 5-8)

The provisions outlined in Sections 5-8 of the Specific Relief Act, 1963, establish the legal framework for individuals seeking to recover possession of immovable property. These sections are designed to protect the rights of rightful owners who have been dispossessed or wrongfully kept out of their property. Recovering possession of property is a crucial aspect of property law, ensuring that individuals can regain their rightful ownership and prevent unauthorized occupation. The explanation of sections are provided below:

- **Section 5: Right to Specific Immovable Property:** Section 5 of the Specific Relief Act, 1963 grants the right to recover possession of specific immovable property. It states that a person who is dispossessed or has been wrongfully kept out of the property can file a suit to recover possession.
- **Section 6: Suit by Person Dispossessed:** Section 6 deals with suits filed by a person who has been dispossessed of immovable property without their consent. It allows the person to claim possession and seeks to restore them to the position they were in before the dispossession.
- **Section 7: Actual Possession Essential:** Section 7 emphasizes the importance of actual possession in claims for recovery of immovable property. It states that a person can only seek recovery of possession if they were in actual possession of the property at the time of dispossession, or they have a valid title to the property.
- **Section 8: Specific Restitution of Immovable Property:** Section 8 provides for specific restitution of immovable property. It empowers the court to order the return of the property to the rightful owner if it determines that the person in possession of the property is not entitled to it.

Purpose of Recovery of Possession: The provisions related to recovering possession of property aim to protect the rights of individuals and ensure that they are not wrongfully deprived of their property. It allows rightful owners to regain possession and prevents unlawful and unauthorized occupation.

Conditions for Recovery of Possession: In order to succeed in a suit for recovery of possession, certain conditions must be met. These may include establishing the prior

possession, proving wrongful dispossession, demonstrating a valid title to the property, and complying with any procedural requirements set forth in the law.

Discretion of the Court: The court has discretionary powers when deciding cases related to the recovery of possession. It considers factors such as the nature of the property, the conduct of the parties, the merits of the case, and the overall interests of justice before granting the relief.

Limitations and Exceptions: It is important to note that there may be certain limitations and exceptions to the recovery of possession. For instance, there may be restrictions on recovery if a person has acquiesced to the dispossession or if the property is subject to specific laws or regulations.

Remedies Available: If successful in a suit for recovery of possession, the court may order the eviction of the unauthorized occupant and the restoration of possession to the rightful owner. In some cases, the court may also award damages or compensation for any loss or harm suffered due to the dispossession.

Importance of Section 5-8: Sections 5-8 of the Specific Relief Act, 1963 provide a legal framework for individuals to seek the recovery of possession of immovable property. These provisions serve as an essential safeguard for protecting property rights and ensuring justice in cases of dispossession or unlawful occupation.

Overall, Sections 5-8 of the Specific Relief Act, 1963 play a significant role in protecting property rights and ensuring justice in cases of dispossession or unlawful occupation. They provide individuals with a legal framework to assert their rights and recover possession of their immovable property.

SPECIFIC PERFORMANCE OF CONTRACT

Section 9: Defences Respecting Suits for Relief Based on Contract

- This section explains that in case a relief is claimed under this chapter in respect to a contract, the person against whom the relief is claimed can use any defense that is available to them under any law relating to contracts.
- It means that if someone is claiming relief in a contract dispute, the other party can defend themselves by using any legal grounds they have.
- For example, if someone wants specific performance of a contract, the other party can use any legal grounds to argue why specific performance should not be enforced.

Section 10: Specific Performance in Respect of Contracts

- This section states that the specific performance of a contract can be enforced by the court, subject to the provisions contained in sub-section (2) of section 11, section 14, and section 16.
- It means that if someone breaches a contract, the other party can seek specific performance, which is a court order that requires the breaching party to fulfill their contractual obligations.
- However, the specific performance of a contract is subject to certain provisions in the law, as mentioned in the section.

Section 11: Cases in Which Specific Performance of Contracts Connected with Trusts Enforceable

- This section explains that specific performance of a contract shall be enforced when the act agreed to be done is in the performance wholly or partly of a trust, except as otherwise provided in this act.
- It means that if a contract is connected to a trust, the court can enforce specific performance of the contract, subject to the provisions of this act.
- However, if a trustee makes a contract in excess of their powers or in breach of trust, that contract cannot be specifically enforced.

Section 12: Specific Performance of Part of Contract

- This section explains that the court will not direct the specific performance of a part of a contract, except as otherwise provided in this section.
- If a party to a contract is unable to perform the whole of their part of it, but the part that must be left unperformed is only a small proportion of the whole in value and admits of compensation in money, the court may direct the specific performance of so much of the contract as can be performed, and award compensation in money for the deficiency.
- If a party to a contract is unable to perform the whole of their part of it, and the part that must be left unperformed forms a considerable part of the whole, though admitting of compensation in money, or does not admit of compensation in money, they are not entitled to obtain a decree for specific performance.
- However, the court may direct the party in default to perform specifically so much of their part of the contract as they can perform, if the other party pays the agreed consideration for the whole of the contract reduced by the consideration for the part that must be left unperformed and 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 them through the default of the defendant.
- If a part of a contract can be specifically performed and stands on a separate and independent footing from another part of the same contract that cannot or should not be specifically performed, the court may direct specific performance of the former part.

Section 13: Rights of Purchaser or Lessee Against Person with No Title or Imperfect Title

- This section explains that if a person contracts to sell or let certain immovable property having no title or only an imperfect title, the purchaser or lessee has certain rights.
- These rights include compelling the vendor or lessor to make good the contract out of any interest they subsequently acquire in the property, or to procure the concurrence or conveyance of other persons necessary for validating the title.

Section 14 of the Indian Specific Relief Act, 1963 lists the types of contracts that cannot be specifically enforced,

- which means that a court cannot force the parties to carry out the specific terms of the contract. Here are the explanations of each point:
- If one party has obtained substituted performance of the contract in accordance with section 20 of the Act, the contract cannot be specifically enforced. Section 20 allows a party to obtain performance of the contract by someone other than the other party, and the cost of such performance is then recovered from the other party. For example, if A has agreed to sell his car to B, but later refuses to do so, B can obtain substituted performance of the contract by buying a similar car and recovering the cost from A. Once substituted performance has been obtained, the contract cannot be specifically enforced.
- If the performance of the contract involves a continuous duty that the court cannot supervise, then the contract cannot be specifically enforced. This means that if the court cannot monitor or oversee the performance of the contract on an ongoing basis, then it cannot force the parties to perform it. For example, if A agrees to teach B a particular skill over a period of time, but there is no way for the court to monitor whether A is actually teaching B, then the contract cannot be specifically enforced.
- If the contract is so dependent on the personal qualifications of the parties that the court cannot enforce specific performance of its material terms, then the contract cannot be specifically enforced. This means that if the contract is so specific to the abilities, expertise or qualifications of the parties that the court cannot force them to perform it. For example, if A agrees to paint a portrait of B, but A is the only artist with the skill to paint that particular style of portrait, the court cannot force A to perform the contract, as it is too specific to A's personal abilities.
- If the contract is in its nature determinable, then it cannot be specifically enforced. A determinable contract is one where the parties have agreed to a certain course of action but have also included provisions for its termination. For example, if A agrees to lease a property to B for a period of one year, but includes a clause that the lease will be terminated if A decides to sell the property, then the contract is determinable and cannot be specifically enforced.

Moving on to section 14A, this section deals with the power of the court to engage experts in a specific relief suit. Here's what it means:

- If the court feels that it requires an expert opinion to assist in a specific relief suit, it may engage one or more experts and direct them to report on the specific issue in question. The expert may be required to attend court and provide evidence, including producing relevant documents.
- The court may also require 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 their inspection.
- The opinion or report given by the expert becomes part of the record of the suit. 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 them or mentioned in their opinion or report, or as to their opinion or report, or as to the manner in which they have made the inspection.
- The expert is entitled to a fee, cost or expense as fixed by the court. This is payable by the parties in such proportion, and at such time, as directed by the court.
- In summary, section 14 lists the types of contracts that cannot be specifically enforced, while section 14

In summary, the provisions in Sections 9-14 of the Indian Specific Relief Act, 1963, provide a framework for the enforcement and limitations of specific performance as a remedy for contractual disputes. These provisions ensure that parties have the opportunity to defend themselves, while also providing guidance on when specific performance can be granted and the circumstances under which it may not be enforced.

PERSONS FOR OR AGAINST WHOM CONTRACTS MAY BE SPECIFICALLY ENFORCED (SECTION 15-19)

Section 15: Who may obtain specific performance

- This section explains who can obtain a specific performance of a contract under the act.
- Any party to the contract can obtain specific performance, as well as their representative or principal, unless the contract explicitly states otherwise.
- However, if the personal qualities of a party are a material ingredient in the contract or the contract forbids assignment of the interest, then the representative or principal cannot claim specific performance unless the party has already fulfilled their part of the contract, or the other party has accepted the performance from the representative or principal.
- In some specific cases such as settlement on marriage, compromise of doubtful rights between members of the same family, a tenant for life in exercise of power, reversioners in possession or remainder, and limited liability partnership or company after amalgamation, specific performance can be obtained by other parties as well.

Section 16: Personal bars to relief

- This section lays down the conditions under which specific performance of a contract cannot be enforced.
- If a person has obtained a substituted performance of the contract under Section 20, they cannot claim specific performance.
- If a person becomes incapable of performing their part of the contract, violates any essential term of the contract, acts in fraud of the contract, or acts in a manner that subverts the relationship intended to be established by the contract, then they cannot claim specific performance.
- Additionally, if a person has failed to prove that they have performed or are ready and willing to perform the essential terms of the contract which are to be performed by them, except the terms prevented or waived by the defendant, they cannot claim specific performance.

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

- This section states that a contract to sell or let any immovable property cannot be specifically enforced in favour of a vendor or lessor who does not have a title to the property, or who, at the time fixed for the completion of the sale or letting, cannot provide a title free from reasonable doubt.
- The same provisions apply to contracts for the sale or hire of movable property as well.

Section 18: Non-enforcement except with variation

- This section explains that if a plaintiff seeks specific performance of a written contract, to which the defendant sets up a variation, the plaintiff cannot obtain the performance sought, except with the variation set up.
- This applies in cases where the written contract is different from what the parties agreed to, or does not contain all the terms agreed to, or where the parties have varied the terms subsequently.

Section 19: Relief against parties and persons claiming under them by subsequent title

- This section states that specific performance of a contract can be enforced against either party to the contract, as well as any other person claiming under them 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.
- It also applies to any person claiming under a title that, although prior to the contract and known to the plaintiff, could have been displaced by the defendant.

In conclusion, the provisions regarding "Persons for or Against Whom Contracts May Be Specifically Enforced" within the Indian Specific Relief Act, 1963, establish the parameters for determining the parties who can seek specific performance and those against whom it can be enforced. These provisions ensure that the court has the authority to compel the party in breach of the contract to fulfil their obligations as agreed upon. Specific performance can be sought by individuals or entities who are party to the contract and have a legitimate interest in its performance. Conversely, the court may refuse to grant specific performance if it determines that the enforcement would be inequitable or impracticable. Overall, these provisions provide clarity and guidance on the scope and limitations of specific performance in contract disputes.

SUBSTITUTED PERFORMANCE OF CONTRACT (SECTION 20)
SPECIAL PROVISIONS FOR INFRASTRUCTURE PROJECTS,
SPECIAL COURTS, AND EXPEDITIOUS DISPOSAL OF SUITS
(SECTION 20A-C, 21-24)

Section 20 - Substituted Performance of Contract:

- Party suffering from breach can opt for substituted performance through a third party or by their own agency.
- They can recover the expenses and costs incurred from the party committing the breach.
- Notice of at least thirty days must be given to the party in breach before opting for substituted performance.
- If the contract is performed through a third party or by the suffering party's own agency, they cannot claim specific performance against the party in breach.
- The party suffering from breach can still claim compensation from the defaulting party.

Section 20A - Special Provisions for Infrastructure Projects:

- No injunction can be granted in suits involving infrastructure projects specified in the Schedule.
- Granting injunction would hinder or delay the progress or completion of the infrastructure project.
- The term "infrastructure project" refers to projects and infrastructure sub-sectors mentioned in the Schedule.
- The Central Government can amend the Schedule based on the requirements for infrastructure project development.

Section 20B - Special Courts:

- The State Government, in consultation with the Chief Justice of the High Court, can designate one or more civil courts as special courts.
- Special courts have jurisdiction to try suits under the Act related to contracts concerning infrastructure projects.

- The purpose is to ensure specialized jurisdiction and effective resolution of disputes related to infrastructure projects.

Section 20C - Expeditious Disposal of Suits:

- Suits filed under the Act must be disposed of by the court within twelve months from the date of service of summons to the defendant.
- The court can extend the period for a maximum of six months, provided it records the reasons for the extension in writing.

Section 21 - Power to Award Compensation:

- In a suit for specific performance, the plaintiff can also claim compensation for breach of the contract.
- If specific performance is not granted, but the contract has been breached, the court can award compensation.
- If specific performance is granted but deemed insufficient, the court can award compensation in addition to specific performance.
- The court determines the amount of compensation based on the principles specified in Section 73 of the Indian Contract Act, 1872.
- The plaintiff must claim compensation in the plaint, or the court may allow amendment of the plaint to include a claim for compensation.

Section 22 - Relief for Possession, Partition, Refund of Earnest Money, etc.:

- A person suing for specific performance of a contract for the transfer of immovable property can also seek possession, partition, or other relief.
- The relief must be specifically claimed in the plaint, or the court may allow the plaintiff to amend the plaint to include the claim.
- The power of the court to grant relief is without prejudice to its power to award compensation under Section 21.

Section 23 - Liquidation of Damages Not a Bar to Specific Performance:

- A contract suitable for specific performance can still be enforced, even if a sum is named in the contract as the amount to be paid in case of breach.
- The court determines if the named sum was intended to secure performance rather than offer the defaulting party the option to pay money instead.

- When enforcing specific performance, the court does not decree payment of the named sum in the contract.

Section 24 - Bar of Suit for Compensation after Dismissal of Suit for Specific Performance:

- Dismissal of a suit for specific performance does not prevent the plaintiff from suing for compensation for the breach of the same contract.
- The dismissal bars the plaintiff's right to sue for compensation for breach of contract, but other reliefs may still be pursued.

These provisions collectively aim to provide a framework for the enforcement of contracts, particularly in the context of infrastructure projects, while ensuring efficient resolution of disputes and protecting the rights of the parties involved. By offering options for substituted performance, compensation, and other reliefs, the Act seeks to promote fairness and justice in contractual relationships.

RECTIFICATION (SECTION 26)

Section 26 of the Specific Relief Act, 1963 addresses the rectification of contracts or other written instruments in cases where the expressed terms do not reflect the real intention of the parties due to fraud or mutual mistake. The section outlines the following provisions:

- **Parties' Remedies:** Either party or their representative can initiate a lawsuit to rectify the instrument, or the plaintiff can include a claim for rectification in a suit where the rights arising from the instrument are in question. Additionally, a defendant in such a suit can request rectification as a defense.
- **Court's Discretion:** If the court finds, in a suit seeking rectification, that the instrument fails to express the true intention of the parties due to fraud or mistake, it can exercise its discretion to direct the rectification of the instrument to align with their actual intention. However, this rectification should not prejudice the rights of third parties who have acquired rights in good faith and for value.
- **Rectification and Specific Performance:** A written contract that has been rectified, upon the prayer of the party seeking rectification in their pleading and at the discretion of the court, may subsequently be specifically enforced.
- **Claim Requirement:** No relief for rectification can be granted unless it has been specifically claimed by the party. However, the court has the authority to allow the amendment of the pleading to include such a claim at any stage of the proceeding if it deems it just to do so.

Section 26 provides a legal recourse for parties to rectify written instruments when their true intentions have been misrepresented due to fraud or mutual mistake. By allowing for rectification and subsequent enforcement, the section aims to uphold the integrity and fairness of contractual agreements.

RESCISSION (SECTIONS 27-30)

Section 27 of the Specific Relief Act, 1963 deals with the circumstances in which a contract may be rescinded or refused to be rescinded. The section provides the following provisions:

- **Grounds for Rescission:** Any person with a vested interest in a contract can sue for its rescission. The court may adjudicate the rescission of the contract in the following cases:
 - The contract is voidable or terminable by the plaintiff.
 - The contract is unlawful for reasons not apparent on its face, and the defendant is more responsible for the unlawfulness than the plaintiff.
- **Grounds for Refusal of Rescission:** Notwithstanding the provisions in sub-section (1), the court may refuse to rescind the contract in the following situations:
 - The plaintiff has expressly or implicitly ratified the contract.
 - Due to circumstances that have occurred since the contract was made (not due to any act of the defendant), the parties cannot be substantially restored to their original positions.
 - Third parties have acquired rights in good faith and for value during the existence of the contract.
 - Only a part of the contract is sought to be rescinded, and such part is inseparable from the rest of the contract.

Section 28 addresses the rescission of contracts for the sale or lease of immovable property when a decree for specific performance has been granted but the purchaser or lessee fails to pay the required amount within the specified time. The provisions state that the vendor or lessor may apply for rescission of the contract, either partially or entirely, and the court may order such rescission as it deems just. The court may also direct the restoration of possession to the vendor or lessor and the payment of accrued rents and profits. If the purchaser or lessee pays the required amount within the given period, the court may award further relief, including the execution of a conveyance or lease and delivery of possession.

Section 29 allows a plaintiff in a suit for specific performance to pray alternatively for rescission and cancellation of the contract if specific enforcement is not possible. If the court

refuses to enforce the contract specifically, it may order the contract to be rescinded and delivered up for cancellation.

Section 30 empowers the court, upon granting rescission of a contract, to require the party receiving such relief to restore any benefit received from the other party and make any compensation deemed just by the court.

These sections provide a legal framework for the rescission of contracts and outline the circumstances under which rescission may be granted or refused. The court's discretion plays a significant role in determining whether rescission is appropriate and the subsequent equitable actions to be taken.

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CANCELLATION ((SECTIONS 31-33))

Section 31 of the Specific Relief Act, 1963 deals with the circumstances in which cancellation of a written instrument may be ordered. The section provides the following provisions:

- **Grounds for Cancellation:** Any person against whom a written instrument is void or voidable, and who has reasonable apprehension that the instrument, if left outstanding, may cause serious injury, may file a lawsuit seeking to have the instrument declared void or voidable. The court has the discretion to adjudicate the instrument as void or voidable and order its delivery and cancellation.
- **Effect on Registered Instruments:** If the instrument has been registered under the Indian Registration Act, 1908, the court must send a copy of its decree to the officer in whose office the instrument has been registered. The officer will then note the cancellation of the instrument in their records.

Section 32 states that in cases where an instrument is evidence of different rights or obligations, the court may, in an appropriate situation, partially cancel the instrument and allow it to remain valid for the remaining parts.

Section 33 deals with the power of the court to require the restoration of benefits or compensation when an instrument is cancelled or successfully resisted as void or voidable.

- **Cancellation of Instrument:** When an instrument is cancelled by the court, the court may require the party receiving relief to restore any benefit received from the other party and make any compensation as deemed just by the court.
- **Successful Resistance:** If a defendant successfully resists a suit on the ground that the instrument sought to be enforced against them is voidable or that the agreement sought to be enforced is void due to their incapacity to contract, the court may require the defendant to restore any benefit received under the instrument or agreement to the other party, to the extent that they have benefited from it.

These sections provide the legal framework for the cancellation of written instruments. They allow individuals to seek the cancellation of void or voidable instruments that may cause them harm, and provide the court with the power to order the delivery, cancellation, and restoration of benefits or compensation.

DECLARATORY DECREE (SECTIONS 34-35)

Section 34 of the Specific Relief Act, 1963 deals with the discretion of the court regarding the declaration of status or right. The section provides the following provisions:

- **Right to Institute Suit:** Any person who is entitled to a legal character or a right to any property can file a lawsuit against any person who denies or has an interest in denying their title to such character or right.
- **Court's Discretion:** The court, in its discretion, may make a declaration in the suit stating that the plaintiff is entitled to the claimed character or right. The plaintiff is not required to seek any further relief in such a suit.
- **Limitation on Court's Power:** However, the court cannot make a declaration if the plaintiff is capable of seeking further relief beyond a mere declaration of title but chooses not to do so.

Explanation: The section further explains that a trustee of property is considered a "person interested to deny" a title adverse to the title of someone who is not in existence, and for whom, if they were in existence, the trustee would act as a trustee.

Section 35 states the effect of a declaration made under this chapter. The declaration is binding only on the parties involved in the suit and persons claiming through them. If any of the parties are trustees, the declaration is also binding on the persons for whom they would act as trustees if those persons were in existence at the time of the declaration.

In summary, these sections provide a mechanism for individuals to seek a declaration of their legal character or right to property. The court has the discretion to make such a declaration, and once made, it is binding on the parties to the suit and those claiming through them. However, the declaration does not extend its binding effect beyond the parties and their successors unless the parties involved are trustees, in which case it also affects the beneficiaries of the trust.

INJUNCTIONS (SECTIONS 37-42)

Chapter VII of the Specific Relief Act, 1963, deals with injunctions as a form of preventive relief. Here are the key provisions:

36. Grant of Preventive Relief: Preventive relief, in the form of injunctions, either temporary or perpetual, can be granted at the discretion of the court.

37. Temporary and Perpetual Injunctions:

- Temporary injunctions are granted for a specific period or until further orders from the court. They can be granted at any stage of a suit and are governed by the Code of Civil Procedure, 1908.
- Perpetual injunctions can only be granted through a decree made at the final hearing of the suit. They permanently restrain the defendant from asserting a right or committing an act that would infringe upon the plaintiff's rights.

Perpetual Injunctions:

38. Granting of Perpetual Injunctions:

- A perpetual injunction may be granted to the plaintiff to prevent the breach of an obligation existing in their favour, whether expressly or implied.
- In cases where the obligation arises from a contract, the court follows the rules and provisions contained in Chapter II of the Specific Relief Act.
- When the defendant invades or threatens to invade the plaintiff's property rights or enjoyment, a perpetual injunction may be granted in certain situations:
 - If the defendant is a trustee of the property for the plaintiff.
 - When there is no standard for determining the actual or potential damages caused by the invasion.
 - When monetary compensation would not provide adequate relief.
 - When the injunction is necessary to prevent multiple legal proceedings.

39. Mandatory Injunctions: When necessary to prevent a breach of an obligation, the court may grant an injunction that compels the performance of specific acts enforceable by the court.

40. Damages in Addition to or in lieu of Injunction: In a suit for perpetual or mandatory injunction, the plaintiff can claim damages in addition to or instead of an injunction. The court has the discretion to award such damages, provided that the relief has been claimed in the plaint.

41. Grounds for Refusing an Injunction: The court cannot grant an injunction in certain circumstances, including when:

- It restrains a person from pursuing a judicial proceeding already pending, except to prevent multiple proceedings.
- It restrains a person from initiating or continuing proceedings in a court not subordinate to the court where the injunction is sought.
- It restrains a person from applying to any legislative body.
- It restrains a person from initiating or continuing proceedings in a criminal matter.
- It aims to prevent the breach of a contract that cannot be specifically enforced.
- It is based on the allegation of nuisance without clarity that the act will be a nuisance.
- The plaintiff has acquiesced in a continuing breach.
- There are other equally effective modes of obtaining relief, except in cases of breach of trust.
- It would impede or delay an infrastructure project or interfere with the provision of related facilities or services.
- The conduct of the plaintiff or their agents disqualifies them from receiving assistance from the court.
- The plaintiff has no personal interest in the matter.

42. Injunction to Perform Negative Agreement: Even if specific performance of an affirmative agreement in a contract is not possible, the court can grant an injunction to enforce a negative agreement associated with the contract, provided that the plaintiff has not failed to perform their obligations.

These provisions outline the framework for granting injunctions, both temporary and perpetual, as preventive relief in civil suits. The court has discretionary powers to determine whether to grant an injunction based on the circumstances of each case.