

## **Specific Relief Act 1963**

### **Section 10 - Cases in Which Specific Performance of Contract Enforceable**

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Except as otherwise provided in this Chapter, the specific performance of any contract may, in the discretion of the court, be enforced--

- (a) when there exists no standard for ascertaining actual damage caused by the non-performance of the act agreed to be done; or
- (b) when the act agreed to be done in such that compensation in money for its non-performance would not afford adequate relief.

Explanation.--Unless and until the contrary is proved, the court shall presume

- (i) that the breach of a contract to transfer immovable property cannot be adequately relieved by compensation in money; and
  - (ii) that the breach of a contract to transfer movable property can be so relieved except in the following cases:--
    - (a) where the property is not an ordinary article of commerce, or is of special value or interest to the plaintiff, or consists of goods which are not easily obtainable in the market;
    - (b) where the property is held by the defendant as the agent or trustee of the plaintiff.
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