

Specific Relief Act 1963

Section 16 - Personal Bars to Relief

Specific performance of a contract cannot be enforced in favour of a person--

- (a) who would not be entitled to recover compensation for its breach; or
- (b) who has become incapable of performing, or violates any essential term of, the contract that on his part remains to be performed, or acts in fraud of the contract, or wilfully acts at variance with, or in subversion of, the relation intended to be established by the contract; or
- (c) who fails to aver and prove that he has performed or has always been ready and willing to perform the essential terms of the contract which are to be performed by him, other than terms of the performance of which has been prevented or waived by the defendant.

Explanation.--For the purposes of clause(c),--

- (i) where a contract involves the payment of money, it is not essential for the plaintiff to actually tender to the defendant or to deposit in court any money except when so directed by the court;
 - (ii) the plaintiff must aver performance of, or readiness and willingness to perform, the contract according to its true construction.
-
-