

# **LAW ON SUITS FOR SPECIFIC PERFORMANCE OF AGREEMENTS**

**S.S. Upadhyay**

*Former District & Sessions Judge/*

*Former Addl. Director (Training)*

*Institute of Judicial Training & Research, UP, Lucknow.*

*Member, Governing Body,*

*Chandigarh Judicial Academy, Chandigarh.*

*Former Legal Advisor to Governor*

*Raj Bhawan, Uttar Pradesh, Lucknow*

*Mobile : 9453048988*

*E-mail : ssupadhyay28@gmail.com*

*Website: lawhelpline.in*

## **1. Conduct of plaintiff important while exercising discretionary jurisdiction to order specific performance of contract---**

Interpreting the provisions of Sec. 45 of the Indian Contract Act & the Sections 15 & 20 of the Specific Relief Act, 1963, the Supreme Court has held that a person cannot be compelled to bring an action at law if he does not want to do so and at the same time he cannot be prevented from bringing an action by any rule of law or practice merely because he is a joint promisee and the other promisee refuses to join as a co-plaintiff. Suit for specific performance of contract should be filed at the first instance. Plaintiff's conduct plays an important role in the matter of exercise of discretionary jurisdiction by the courts. However, some delay may not be a bar in granting a relief of specific performance. See---

- 1. G. Jayashree vs. Bhagwandas S. Patel, 2009(1) Supreme 302**
- 2. Mohammadia Cooperative Building Society Limited vs. Lakshmi Srinivasa Cooperative Building Society Limited, (2008) 7 SCC 310**

- 3. Sanjana M. Wig (Ms.) vs. Hindustan Petroleum Corpn. Ltd., (2005) 8 SCC 242**
- 4. Nirmala Anand vs. Advent Corporation (P) Ltd., (2002) 8 SCC 146.**