BLOGS

Practice Questions on Specific Relief Act for CLAT PG 2026- Part II

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Preparing for CLAT PG 2026? Attempt these multiple-choice questions on the Specific Relief Act and test yourself today!

QUESTIONS

1. A declaratory decree under Section 34 will not be granted if:

A. The plaintiff proves his legal character
B. The plaintiff is entitled to further relief but does not seek it
C. The plaintiff is under a mistake of fact
D. The defendant does not dispute the plaintiff's title

Answer: B. The plaintiff is entitled to further relief but does not seek it
Explanation: Under Section 34, a declaratory decree will not be granted if the plaintiff is entitled to further relief but omits to claim it. This ensures that courts don't give hollow declarations when complete relief is possible.

2. Which of the following contracts is specifically enforceable?

A. A contract to marry
B. A contract for building a unique sculpture
C. A contract dependent on personal qualifications
D. A contract for publishing a newspaper

Answer: B. A contract for building a unique sculpture
Explanation: Contracts involving unique, non-substitutable obligations like creating a custom sculpture may be specifically enforced since monetary compensation is inadequate and performance is supervisable.

3. Specific performance of a contract may be refused where:

A. The contract is oral

B. Plaintiff has obtained unfair advantage

C. The contract is for sale of land

D. Defendant delayed performance due to illness

Answer: B. Plaintiff has obtained unfair advantage

Explanation: Under Section 20(2)(a), if a contract gives the plaintiff an unconscionable advantage, courts can refuse specific performance even if the contract is otherwise valid.

4. Section 41 of the Act does *not* prohibit injunction in which of the following cases?

A. To restrain a person from filing a suit in a competent court

B. To prevent a person from exercising a statutory power

C. To prevent breach of an obligation existing in the plaintiff's favor

D. To interfere with criminal proceedings

Answer: C. To prevent breach of an obligation existing in the plaintiff's favor

Explanation: Injunctions are meant to prevent breaches of obligations in the plaintiff's favor. Section 41 bars injunctions in specific exceptional scenarios, not in enforcing lawful rights.

5. The court may grant rectification of an instrument when:

A. There is ambiguity in contract terms

B. One party intends something else

C. There is unilateral mistake

D. There is mutual mistake or fraud affecting the terms

Answer: D. There is mutual mistake or fraud affecting the terms

Explanation: Section 26 permits rectification only when a mutual mistake or fraud causes the contract to not reflect the actual agreement.

6. The concept of 'mutuality' in specific performance implies:

A. Both parties are equally benefited

B. Both parties are equally capable of being compelled to perform

C. Both parties must enter into a written contract

D. Both parties must be present in court

Answer: B. Both parties are equally capable of being compelled to perform

Explanation: Mutuality means the contract must be enforceable by and against both parties. A court won't enforce a contract against one party if the other could not also be compelled.

7. In which of the following cases will a court likely refuse to grant an injunction?

A. When damages are insufficient

B. To prevent the breach of a negative covenant

C. To enforce an unlawful contract

D. When there is an urgent threat of property damage

Answer: C. To enforce an unlawful contract

Explanation: Courts will not enforce illegality. Even if the plaintiff suffered loss, the principle of *ex turpi causa* (no action arises from an immoral cause) applies.

8. Can a suit for specific performance be filed after the time for performance has passed under the contract?

A. No, it must be filed before the due date

B. Yes, if the plaintiff is still ready and willing

C. No, unless the other party agrees

D. Only if the plaintiff suffered damages

Answer: B. Yes, if the plaintiff is still ready and willing

Explanation: Time is not always of the essence unless expressly stated. What matters under Section 16(c) is the plaintiff's continuous readiness and willingness.

9. Which of the following is a correct application of Section 20A?

A. Specific performance is not allowed in any infrastructure contract

B. Court can grant specific performance in all commercial contracts

C. Injunctions are not allowed in contracts relating to infrastructure projects

D. Arbitration is mandatory for infrastructure disputes

Answer: C. Injunctions are not allowed in contracts relating to infrastructure projects

Explanation: Section 20A, inserted via the 2018 amendment, bars courts from granting injunctions in infrastructure projects, to prevent delay and disruption in public utility services.

10. Under the Specific Relief Act, compensation in lieu of specific performance is granted under:

A. Section 21

B. Section 19

C. Section 34

D. Section 37

Answer: A. Section 21

Explanation: Section 21 allows for compensation either along with or in substitution of specific performance, offering flexibility when literal performance isn't feasible or fair.

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