BLOGS

Practice Questions on Specific Relief Act for CLAT PG 2026

Ruchika Mohapatra · 07 Jun 2025

1. Under Section 14(1)(c) of the Specific Relief Act, a contract which runs into minute and numerous details is:

a) Not specifically enforceable

b) Void ab initio

c) Voidable at the option of the party

d) Specifically enforceable with court supervision

Correct Answer: a) Not specifically enforceable

Explanation: Under Section 14(1)(c), contracts that run into minute or numerous details or are dependent on the personal qualifications/volition of parties cannot be specifically enforced. This is because courts cannot effectively supervise such detailed performance and ensure compliance with exactitude.

2. In which of the following cases can a third party enforce specific performance of a contract?

a) When they are a beneficiary under the contract

b) When they are legally representing one of the parties

c) When they are a transferee of interest from the party entitled to specific performance

d) When they have suffered losses due to breach of contract

Correct Answer: c) When they are a transferee of interest from the party entitled to specific performance

Explanation: Section 15(d) explicitly allows transferees of interest from parties entitled to specific performance to enforce the contract, provided the transfer is gratuitous or for value. This

is an exception to the privity of contract doctrine.

3. The doctrine of Part Performance under Section 53A of Transfer of Property Act is applicable to:

a) Only immovable property transactions

b) Both movable and immovable property

c) Only movable property

d) Neither movable nor immovable property

Correct Answer: a) Only immovable property transactions

Explanation: The doctrine of part performance under Section 53A is specifically applicable to contracts for transfer of immovable property. It provides protection to a transferee who has partly performed the contract and taken possession of the property.

4. A contract for the non-performance of a certain act (negative covenant) can be enforced by:

a) Damages only

b) Injunction only

c) Both specific performance and injunction

d) Neither specific performance nor injunction

Correct Answer: b) Injunction only

Explanation: Negative covenants are typically enforced through injunctions under Section 42 of the Act. Since they involve restraining a person from doing something, injunction is the appropriate remedy rather than specific performance.

5. Which of the following is NOT a discretionary power of courts while granting specific performance?

a) Requiring the plaintiff to perform their part of contract

b) Awarding compensation in addition to specific performance

c) Refusing specific performance where monetary compensation is adequate

d) Granting specific performance automatically if breach is proved

Correct Answer: d) Granting specific performance automatically if breach is proved

Explanation: Specific performance is a discretionary remedy. Courts have various powers under Sections 20-23 but must exercise discretion based on established principles. Automatic grant of specific performance merely on proof of breach is not contemplated.

6. Which amendment to the Specific Relief Act made specific performance a rule rather than an exception?

a) 2018 Amendment

b) 2016 Amendment

c) 2015 Amendment

d) 2019 Amendment

Correct Answer: a) 2018 Amendment

Explanation: The Specific Relief (Amendment) Act, 2018 significantly changed the nature of specific performance from being an exceptional remedy to a general rule, subject to certain exceptions under Section 14.

7. A temporary injunction granted under Section 37:

a) Continues indefinitely until dissolved

b) Becomes permanent after the suit is decided

c) Ceases to exist when the suit is disposed of

d) Can be extended beyond the suit's disposal

Correct Answer: c) Ceases to exist when the suit is disposed of

Explanation: A temporary injunction is by nature interim and continues only during the pendency of the suit. It automatically ceases when the suit is disposed of, unless converted into a permanent injunction by the final decree.

8. The right to seek rectification of instruments under Section 26 is available when:

a) There is a mutual mistake of parties

b) There is a unilateral mistake by one party

c) The instrument doesn't reflect true intention due to fraud

d) Both a and c

Correct Answer: d) Both a and c

Explanation: Section 26 allows rectification when either there is a mutual mistake of parties or when the instrument fails to express the real intention of parties due to fraud or unilateral mistake of one party.

9. Under Section 38, a perpetual injunction can be granted:

a) Only for protection of property rights

b) Only for protection of personal rights

c) For both property and personal rights

d) Neither for property nor personal rights

Correct Answer: c) For both property and personal rights

Explanation: A perpetual injunction under Section 38 can be granted to prevent breach of obligation existing in favor of plaintiff, whether arising from contract or otherwise, protecting both property and personal rights.

10. The limitation period for seeking specific performance of a contract is:

a) Three years from the date fixed for performance

b) Three years from the date of breach

c) Three years from date when plaintiff notices the breach

d) One year from the date of breach

Correct Answer: a) Three years from the date fixed for performance

Explanation: Under Article 54 of the Limitation Act, the period for specific performance is three years from the date fixed for performance, or if no such date is fixed, when the plaintiff notices that performance is refused.