BLOGS

Practice Questions on Specific Relief Act for CLAT PG 2026

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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. Specific performance cannot be granted in which of the following cases?

A. When the contract is made by a trustee in excess of his powers
B. When there exists no standard for ascertaining the act agreed to be done
C. When the contract is for sale of immovable property
D. When the plaintiff is ready and willing to perform his part

Answer: B. When there exists no standard for ascertaining the act agreed to be done

Explanation:
Under **Section 14(1)(a)**, specific performance cannot be enforced when the terms of the contract are **vague or uncertain**, and there's **no standard for ascertaining performance**. Such contracts are considered too indefinite to enforce.

2. A contract for personal service is:

A. Always specifically enforceable
B. Never specifically enforceable
C. Enforceable with the employer's consent
D. Enforceable when entered by a public servant

Answer: B. Never specifically enforceable

Explanation:
As per **Section 14(1)(b)**, a contract for **personal service** is **not specifically enforceable** due to its confidential nature and the difficulty in enforcing personal skills or discretion through courts.

3. Which of the following statements about injunctions is *correct*?

A. An injunction can be granted to prevent a breach of contract

B. A mandatory injunction directs someone not to do an act

C. A temporary injunction is permanent in nature

D. The court cannot grant injunctions in contracts involving property

Answer: A. An injunction can be granted to prevent a breach of contract

Explanation:

Under **Section 38**, a **perpetual injunction** may be granted to prevent breach of contract when compensation is inadequate. This is a common equitable remedy under the Act.

4. Under the Specific Relief Act, 1963, declaration of status or character is available under:

A. Section 31

B. Section 34

C. Section 36

D. Section 39

Answer: B. Section 34

Explanation:

Section 34 allows a person to seek a **declaration** of legal character or status. It is typically used when a person's rights are being **denied or challenged** and a formal declaration by the court is sought.

5. Specific performance of a part of a contract may be allowed:

A. Always

B. When the unperformed part is minor and can be compensated in money

C. Only with consent of both parties

D. When the court considers it convenient

Answer: B. When the unperformed part is minor and can be compensated in money

Explanation:

Under **Section 12(3)**, specific performance of part of contract may be granted when a small part remains **unperformed**, and compensation for it is **adequate**, ensuring justice is served.

6. Which of the following persons can *not* seek specific performance of a contract?

A. A party to the contract

B. The principal of an agent

C. A beneficiary under a trust

D. A stranger to the contract

Answer: D. A stranger to the contract

Explanation:

Only **parties to the contract**, their **legal representatives**, **beneficiaries under a trust**, or persons **claiming under the parties** may sue for specific performance. A **stranger** has **no locus standi**.

7. A contract which involves performance of a continuous duty which the court cannot supervise:

A. Is void ab initio

B. Is specifically enforceable with court-appointed supervisor

C. Is not specifically enforceable

D. Is enforceable with mutual consent

Answer: C. Is not specifically enforceable

Explanation:

Section 14(1)(d) excludes specific performance where performance involves a **continuous duty** that is not **practicable for court supervision**, such as managing a business.

8. The remedy of rectification of instrument is available when:

A. The instrument is void

B. There is a mutual mistake or fraud

C. Only one party made a mistake

D. The contract is illegal

Answer: B. There is a mutual mistake or fraud

Explanation:

Under **Section 26**, **rectification** is allowed when the written instrument **does not reflect the real intention** of the parties due to **fraud or mutual mistake**. Unilateral mistake is insufficient.

9. Temporary injunctions are governed by:

A. Section 37(1)

B. Section 36

C. Order XXXIX of CPC, 1908

D. Section 38

Answer: C. Order XXXIX of CPC, 1908

Explanation:

While **permanent and mandatory injunctions** are dealt under **Specific Relief Act**, **temporary injunctions** are governed by **Order XXXIX Rules 1 and 2 of CPC**, applied during the pendency of proceedings.

10. The court may refuse specific performance even if it is lawful, if:

A. The contract is for sale of movable goods

B. The contract is fair but the defendant is poor

C. The contract gives unfair advantage to one party

D. The plaintiff is willing to perform his part

Answer: C. The contract gives unfair advantage to one party

Explanation:

Under **Section 20**, even if specific performance is legally permissible, the court may refuse it if the contract is **unconscionable** or gives **undue advantage** to one party, in line with equitable principles.