

BLOGS

Practice Questions on Specific Relief Act for CLAT PG 2026

Ruchika Mohapatra · 30 Jul 2025

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.