BLOGS

Questions on the Specific Relief Act, 1963 for CLAT PG 2026

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1. Under the Specific Relief Act, 1963, which of the following is the primary objective of specific performance?

A) To compensate the aggrieved party with damages
B) To punish the defaulting party for breach of contract
C) To ensure the actual performance of a contractual obligation
D) To declare the contract voidable

Correct Answer: C) To ensure the actual performance of a contractual obligation

Explanation: Specific performance is a remedy granted when monetary compensation is inadequate, compelling the defaulting party to perform their contractual obligations as agreed. This ensures contractual justice rather than mere financial compensation.

2. Which of the following contracts cannot be specifically enforced under the Specific Relief Act, 1963?

A) A contract for the sale of immovable property
B) A contract dependent on personal skills and qualifications
C) A contract for the delivery of unique goods
D) A contract with clear and definite terms

Correct Answer: B) A contract dependent on personal skills and qualifications

Explanation: Contracts requiring personal skills, trust, or discretion (such as contracts for artistic performances, employment, or personal services) cannot be specifically enforced, as courts cannot compel an individual to perform a skill-based obligation.

3. Which section of the Specific Relief Act, 1963, provides for specific performance of contracts?

A) Section 4

B) Section 10

C) Section 20

D) Section 34

Correct Answer: B) Section 10

Explanation: Section 10 of the Specific Relief Act, 1963, lays down the grounds under which specific performance of a contract may be granted, primarily when monetary compensation is inadequate.

4. Under the Specific Relief Act, which of the following is a valid ground for refusing specific performance of a contract?

A) The contract is for the sale of land

B) The contract involves only monetary obligations

C) The contract is unconscionable or unfair

D) The contract is silent on damages for breach

Correct Answer: C) The contract is unconscionable or unfair

Explanation: A court may refuse specific performance if a contract is unfair, unjust, or involves hardship to one party. The court ensures that granting relief does not lead to inequitable results.

5. The remedy of specific performance is available when:

A) The breach can be compensated in money

B) The contract involves unique or irreplaceable subject matter

C) The contract is revocable at the will of either party

D) The contract is against public policy

Correct Answer: B) The contract involves unique or irreplaceable subject matter

Explanation: Specific performance is granted when monetary damages are inadequate, particularly in contracts concerning unique properties, artwork, or rare goods that cannot be easily substituted.

6. Under the Specific Relief Act, which section deals with injunctions as a preventive relief?

A) Section 20

B) Section 36

C) Section 40

D) Section 45

Correct Answer: B) Section 36

Explanation: Section 36 of the Specific Relief Act provides for injunctions, which are court orders that prevent a party from performing a particular act, preserving the rights of the plaintiff.

7. A perpetual injunction under the Specific Relief Act is:

A) Temporary and granted only for a fixed period

B) Issued after a full trial to permanently prohibit an act

C) Automatically granted when a legal right is violated

D) Only available in contractual disputes

Correct Answer: B) Issued after a full trial to permanently prohibit an act

Explanation: A perpetual injunction is granted only after a full trial, preventing a party from committing a wrongful act permanently, typically when legal remedies are insufficient to protect the plaintiff's rights.

8. Which of the following is NOT a recognized type of injunction under the Specific Relief Act?

A) Temporary injunction

B) Mandatory injunction

C) Compensatory injunction

D) Perpetual injunction

Correct Answer: C) Compensatory injunction

Explanation: The Specific Relief Act provides for temporary, perpetual, and mandatory injunctions, but compensatory injunctions do not exist, as injunctions are preventive, not compensatory in nature.

9. Under which section of the Specific Relief Act can a rescission of contract be sought?

A) Section 27

B) Section 30

C) Section 34

D) Section 40

Correct Answer: A) Section 27

Explanation: Section 27 allows for rescission of a contract, which means canceling the contract and restoring the parties to their pre-contractual position, typically when there is fraud, misrepresentation, or breach of contract.

10. Which of the following is a valid ground for granting a mandatory injunction under the Specific Relief Act?

A) To direct the performance of a contractual obligation

B) To punish a party for contract breach

C) To allow a party to withdraw from a contract

D) To avoid performing contractual duties

Correct Answer: A) To direct the performance of a contractual obligation

Explanation: A mandatory injunction compels a party to perform a specific act required by law or contract, usually to undo a wrongful act or enforce a duty.