

## **INJUNCTIONS (SECTIONS 37-42)**

**Chapter VII of the Specific Relief Act, 1963**, deals with injunctions as a form of preventive relief. Here are the key provisions:

**36. Grant of Preventive Relief:** Preventive relief, in the form of injunctions, either temporary or perpetual, can be granted at the discretion of the court.

**37. Temporary and Perpetual Injunctions:**

- Temporary injunctions are granted for a specific period or until further orders from the court. They can be granted at any stage of a suit and are governed by the Code of Civil Procedure, 1908.
- Perpetual injunctions can only be granted through a decree made at the final hearing of the suit. They permanently restrain the defendant from asserting a right or committing an act that would infringe upon the plaintiff's rights.

**Perpetual Injunctions:**

**38. Granting of Perpetual Injunctions:**

- A perpetual injunction may be granted to the plaintiff to prevent the breach of an obligation existing in their favour, whether expressly or implied.
- In cases where the obligation arises from a contract, the court follows the rules and provisions contained in Chapter II of the Specific Relief Act.
- When the defendant invades or threatens to invade the plaintiff's property rights or enjoyment, a perpetual injunction may be granted in certain situations:
  - If the defendant is a trustee of the property for the plaintiff.
  - When there is no standard for determining the actual or potential damages caused by the invasion.
  - When monetary compensation would not provide adequate relief.
  - When the injunction is necessary to prevent multiple legal proceedings.

**39. Mandatory Injunctions:** When necessary to prevent a breach of an obligation, the court may grant an injunction that compels the performance of specific acts enforceable by the court.

**40. Damages in Addition to or in lieu of Injunction:** In a suit for perpetual or mandatory injunction, the plaintiff can claim damages in addition to or instead of an

injunction. The court has the discretion to award such damages, provided that the relief has been claimed in the plaint.

**41. Grounds for Refusing an Injunction:** The court cannot grant an injunction in certain circumstances, including when:

- It restrains a person from pursuing a judicial proceeding already pending, except to prevent multiple proceedings.
- It restrains a person from initiating or continuing proceedings in a court not subordinate to the court where the injunction is sought.
- It restrains a person from applying to any legislative body.
- It restrains a person from initiating or continuing proceedings in a criminal matter.
- It aims to prevent the breach of a contract that cannot be specifically enforced.
- It is based on the allegation of nuisance without clarity that the act will be a nuisance.
- The plaintiff has acquiesced in a continuing breach.
- There are other equally effective modes of obtaining relief, except in cases of breach of trust.
- It would impede or delay an infrastructure project or interfere with the provision of related facilities or services.
- The conduct of the plaintiff or their agents disqualifies them from receiving assistance from the court.
- The plaintiff has no personal interest in the matter.

**42. Injunction to Perform Negative Agreement:** Even if specific performance of an affirmative agreement in a contract is not possible, the court can grant an injunction to enforce a negative agreement associated with the contract, provided that the plaintiff has not failed to perform their obligations.

These provisions outline the framework for granting injunctions, both temporary and perpetual, as preventive relief in civil suits. The court has discretionary powers to determine whether to grant an injunction based on the circumstances of each case.