

PERSONS FOR OR AGAINSTWHOM CONTRACTS MAY BE SPECIFICALLY ENFORCED (SECTION 15-19)

Section 15: Who may obtain specific performance

- This section explains who can obtain a specific performance of a contract under the act.
- Any party to the contract can obtain specific performance, as well as their representative or principal, unless the contract explicitly states otherwise.
- However, if the personal qualities of a party are a material ingredient in the contract or the contract forbids assignment of the interest, then the representative or principal cannot claim specific performance unless the party has already fulfilled their part of the contract, or the other party has accepted the performance from the representative or principal.
- In some specific cases such as settlement on marriage, compromise of doubtful rights between members of the same family, a tenant for life in exercise of power, reversioners in possession or remainder, and limited liability partnership or company after amalgamation, specific performance can be obtained by other parties as well.

Section 16: Personal bars to relief

- This section lays down the conditions under which specific performance of a contract cannot be enforced.
- If a person has obtained a substituted performance of the contract under Section 20, they cannot claim specific performance.
- If a person becomes incapable of performing their part of the contract, violates any essential term of the contract, acts in fraud of the contract, or acts in a manner that subverts the relationship intended to be established by the contract, then they cannot claim specific performance.
- Additionally, if a person has failed to prove that they have performed or are ready and willing to perform the essential terms of the contract which are to be performed by them, except the terms prevented or waived by the defendant, they cannot claim specific performance.

Section 17: Contract to sell or let property by one who has no title, not specifically enforceable

- This section states that a contract to sell or let any immovable property cannot be specifically enforced in favour of a vendor or lessor who does not have a title to the property, or who, at the time fixed for the completion of the sale or letting, cannot provide a title free from reasonable doubt.
- The same provisions apply to contracts for the sale or hire of movable property as well.

Section 18: Non-enforcement except with variation

- This section explains that if a plaintiff seeks specific performance of a written contract, to which the defendant sets up a variation, the plaintiff cannot obtain the performance sought, except with the variation set up.
- This applies in cases where the written contract is different from what the parties agreed to, or does not contain all the terms agreed to, or where the parties have varied the terms subsequently.

Section 19: Relief against parties and persons claiming under them by subsequent title

- This section states that specific performance of a contract can be enforced against either party to the contract, as well as any other person claiming under them by a title arising subsequently to the contract, except a transferee for value who has paid his money in good faith and without notice of the original contract.
- It also applies to any person claiming under a title that, although prior to the contract and known to the plaintiff, could have been displaced by the defendant.

In conclusion, the provisions regarding "Persons for or Against Whom Contracts May Be Specifically Enforced" within the Indian Specific Relief Act, 1963, establish the parameters for determining the parties who can seek specific performance and those against whom it can be enforced. These provisions ensure that the court has the authority to compel the party in breach of the contract to fulfil their obligations as agreed upon. Specific performance can be sought by individuals or entities who are party to the contract and have a legitimate interest in its performance. Conversely, the court may refuse to grant specific performance if it determines that the enforcement

would be inequitable or impracticable. Overall, these provisions provide clarity and guidance on the scope and limitations of specific performance in contract disputes.