

**SUBSTITUTED PERFORMANCE OF CONTRACT (SECTION 20)  
SPECIAL PROVISIONS FOR INFRASTRUCTURE PROJECTS,  
SPECIAL COURTS, AND EXPEDITIOUS DISPOSAL OF SUITS  
(SECTION 20A-C, 21-24)**

**Section 20 - Substituted Performance of Contract:**

- Party suffering from breach can opt for substituted performance through a third party or by their own agency.
- They can recover the expenses and costs incurred from the party committing the breach.
- Notice of at least thirty days must be given to the party in breach before opting for substituted performance.
- If the contract is performed through a third party or by the suffering party's own agency, they cannot claim specific performance against the party in breach.
- The party suffering from breach can still claim compensation from the defaulting party.

**Section 20A - Special Provisions for Infrastructure Projects:**

- No injunction can be granted in suits involving infrastructure projects specified in the Schedule.
- Granting injunction would hinder or delay the progress or completion of the infrastructure project.
- The term "infrastructure project" refers to projects and infrastructure sub-sectors mentioned in the Schedule.
- The Central Government can amend the Schedule based on the requirements for infrastructure project development.

**Section 20B - Special Courts:**

- The State Government, in consultation with the Chief Justice of the High Court, can designate one or more civil courts as special courts.
- Special courts have jurisdiction to try suits under the Act related to contracts concerning infrastructure projects.
- The purpose is to ensure specialized jurisdiction and effective resolution of disputes

related to infrastructure projects.

**Section 20C - Expeditious Disposal of Suits:**

- Suits filed under the Act must be disposed of by the court within twelve months from the date of service of summons to the defendant.
- The court can extend the period for a maximum of six months, provided it records the reasons for the extension in writing.

**Section 21 - Power to Award Compensation:**

- In a suit for specific performance, the plaintiff can also claim compensation for breach of the contract.
- If specific performance is not granted, but the contract has been breached, the court can award compensation.
- If specific performance is granted but deemed insufficient, the court can award compensation in addition to specific performance.
- The court determines the amount of compensation based on the principles specified in Section 73 of the Indian Contract Act, 1872.
- The plaintiff must claim compensation in the plaint, or the court may allow amendment of the plaint to include a claim for compensation.

**Section 22 - Relief for Possession, Partition, Refund of Earnest Money, etc.:**

- A person suing for specific performance of a contract for the transfer of immovable property can also seek possession, partition, or other relief.
- The relief must be specifically claimed in the plaint, or the court may allow the plaintiff to amend the plaint to include the claim.
- The power of the court to grant relief is without prejudice to its power to award compensation under Section 21.

**Section 23 - Liquidation of Damages Not a Bar to Specific Performance:**

- A contract suitable for specific performance can still be enforced, even if a sum is named in the contract as the amount to be paid in case of breach.
- The court determines if the named sum was intended to secure performance rather than offer the defaulting party the option to pay money instead.
- When enforcing specific performance, the court does not decree payment of the named sum in the contract.

**Section 24 - Bar of Suit for Compensation after Dismissal of Suit for Specific Performance:**

- Dismissal of a suit for specific performance does not prevent the plaintiff from suing for compensation for the breach of the same contract.
- The dismissal bars the plaintiff's right to sue for compensation for breach of contract, but other reliefs may still be pursued.

These provisions collectively aim to provide a framework for the enforcement of contracts, particularly in the context of infrastructure projects, while ensuring efficient resolution of disputes and protecting the rights of the parties involved. By offering options for substituted performance, compensation, and other reliefs, the Act seeks to promote fairness and justice in contractual relationships.