

THE BOOK¹ under review is a topic-wise discussion of the law relating to specific performance of contracts—a subject of great practical importance. Within a short span of 297 pages the entire subject is covered with reference to the principles culled out of over 650 cases decided by the higher courts of India, United Kingdom and British dominions during the last 300 years. This was really a Herculean task performed in the light of the provisions of the repealed Specific Relief Act 1877 and the new Specific Relief Act 1963. The 1963 Act itself was passed to *define* and *amend* the law relating to *certain kinds* of specific relief. Thus even the new Act is not comprehensive on the subject. Hence the principles of English law are highly relevant in appreciating the basic principles followed in India.

Many of the principles of equity as evolved by the English courts were applied in India as principles of “justice, equity and good conscience”. Though the general common law remedy is compensatory in nature, the court of equity evolved the remedy of specific performance. The jurisdiction to compel specific performance has always been treated as discretionary and confined within well known rules. The 1963 Act made many changes improving both the expression and substance of the existing law in India.

The work seeks to answer, *inter alia*, the questions: (i) what are the types of contracts that can specifically be performed; (ii) what are the personal bars on the aggrieved party claiming the remedy; and (iii) who are the persons against whom the order can be made and what is the relevance of the conduct of parties? This is done mainly on the basis of the provisions of the Specific Relief Act, Contract Act 1872, Sale of Goods Act 1930, Trusts Act 1882 and Code of Civil Procedure 1908. *Verbatim* extracts from these statutes are appended to the text. References are made to the classical authors on the subject like Fry,² and Hanbury and Maudslay.³

The inter-relation between the provisions of the Specific Relief Act and the relevant provisions of the Code of Civil Procedure are well brought out in appropriate contexts.⁴ The well known maxims of equity as incorporated in the statutes in India are also explained in the text. The large number of examples given by the author are both interesting and illustrative of the points sought to be explained. A number of good suggestions

1. L.C. Goyle, *Law of Specific Performance* (1984).

2. *Specific Performance of Contracts* (6th ed.).

3. *Modern Equity* (11th ed. 1981).

4. See, *e.g.*, *supra* note 1 at 47.

are also given. To cite one⁵ in the light of recent decisions⁶ it is observed that coercion includes economic coercion.

The treatment is in a lucid style; the arrangement is easy for the reader to follow. The systematic subject index, table of cases and table of statutes add to the utility of the book. As a very large number of reports are referred to in the text, a table of abbreviations is necessary and the author deserves admiration for including a comprehensive table. Printing and get up have kept up the standard of publishers, and the price is reasonable.

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5. See *id.* at 70.

6. *Pao On v. Lau Yiu*, [1979] 3 All E. R. 65; *North Ocean Shipping Co. Ltd. v. Hyundai Construction Co. Ltd.*, [1978] 3 All E.R. 1170

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