

Specific Performance of [Contract](#) and Damages

1. *Nature of Suit:* The case involved a suit for specific performance of a contract related to the allotment of a plot. The plaintiff (respondent) had not merely sought the refund of earnest money with interest but had also claimed adequate damages.
2. *The Claim:* Considering the duration of sixty years since the booking of the plot and the respondent's engagement in litigation since 1986, the court held that merely refunding the earnest money would be unreasonable. There is a significant increase in the land's value over this period.
3. *Adequate Damages:* It would be just to award damages instead of enforcing specific performance at the original rate of Rs. 25/- per square yard, acknowledging the manifold increase in land prices, court directed the appellant to pay Rs. 50,00,000/- to the respondent as a full and final settlement of the claim.

In long-standing property disputes where specific performance is no longer feasible, by awarding substantial damages, the court has recognized the significant time lapse and the consequent change in the property's value, ensuring fair compensation to the respondent for the prolonged wait and legal battle. It underscores the principle of fairness and equity in legal judgments, particularly in cases involving significant delays and changes in circumstances.

(2023-4)212 PLR 286 (SC)

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