

Specific Relief Act 1963, S. 20 – Suit for specific performance of a contract regarding the sale of immovable property – Relief – Time factor – Generally speaking, time is not of the essence in an agreement for the sale of immovable property – In deciding whether to grant the remedy of specific performance, specifically in suits relating to sale of immovable property, the courts must be cognizant of the conduct of the parties, the escalation of the price of the suit property, and whether one party will unfairly benefit from the decree – The remedy provided must not cause injustice to a party, specifically when they are not at fault – In the present case, three decades have passed since the agreement to sell was entered into between the parties – The price of the suit property would undoubtedly have escalated – Given the blemished conduct of the respondent-plaintiff in indicating his willingness to perform the contract, we decline in any event to grant the remedy of specific performance of the contract – However, we order a refund of the consideration together with interest at 6% per annum.

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