



Specific Relief Act 1963, S. 20 - Suit for specific performance of a contract regarding the sale of immovable property - Relief - Time factor

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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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