Minnesota Journal of Business Law and Entrepreneurship

Volume 2026, No. 2

ISSN: 1540-3270

Breach of Contract and Remedies Under Indian Law: A Critical Evaluation

Dr. Rajdeepsinh B. Jadeja

Ahmedabad, Gujarat, India

Abstract

Through doctrinal and analytical study of breach of contract and the remedies for breach of a contract provided in the Indian law with primary reference to Indian Contract Act, 1872 (hereinafter "the Act"), the research paper is an attempt. The article critically evaluates the legal framework of breach, describes its component typologies – actual, anticipatory and fundamental – and systematically analyzes the remedial architecture under sections 73 to 75 of the Act and the Specific Relief Act, 1963 (amended 2018). Using landmark Supreme Court and High Court jurisprudence including Hadley v. Baxendale (adopted by Indian Courts), State of Kerala v. United Shippers & Dredgers Ltd., Murlidhar Chiranjilal v. Harishchandra Dwarkadas, and Karsandas H. Thacker v. The Saran Engineering Co. The paper examines several issues concerning the legal response to breach of contract including adequacy of the compensatory regime and limited scope of specific performance. The Act has a broad structure but there are several gaps in the Act regarding anticipatory breach, loss of a non-pecuniary nature and the incongruity in the application of remoteness by the courts that calls for legislative fixing.

Keywords: Breach of Contract, Indian Contract Act 1872, Specific Relief Act 1963, Anticipatory Breach, Damages, Remoteness, Specific Performance, Liquidated Damages, Injunction, Restitution.

1. Introductory Section

The law of contract is the legal backbone of commercial intercourse in any market economy. In India, most of the laws in this area are contained in the Indian Contract Act, 1872, a colonial vintage statute that has stood the test of more than a century and a half of judicial interpretation. The Act was influenced greatly by the English Common Law and especially the principles enunciated in Pollock & Mulla on Indian Contract and Specific Relief Acts with pragmatic indigenous alterations to the extent deemed necessary (Pollock & Mulla, 2019).

When a party to a valid contract does not perform, or expressly refuses to perform, or disables himself from performing, the contract which he has entered into, without any legal justification he is said to commit breach of contract (Anson, 2016) The Indian Contract Act has not provided a clear definition of breach. However, sections 37, 39, 55, 73, 74 and 75 of the act deal with the breach. In other words, breach can be inferred from these sections of the act (Mulla, 2023).

The Indian law under breach remedial framework has deduction for damages under Section 73, liquidated damages and penalty under Section 74. Moreover, there is a provision for recovery of earnest money under Section 75. Besides, the Specific Relief Act, 1963 provides for specific performance and injunctions. Further, there is a provision for quasi-contractual restitution under Chapter V of the Act. Each remedial head that the Code contains is governed by independent principles and standards of each doctrine, which have been framed and evolved through a long line of case laws across the Supreme Court of India and various High Courts. I believe that the existing Indian contractual remedial framework is structurally robust but suffers from interpretative inconsistencies, legislative ambiguities, and an inordinate emphasis on monetary compensation at the expense of other forms of equitable relief. Part 2 looks at the idea and categorization of breach. Part 3 examines damage law closely. Part 4 deals with specific performance and injunction. Section 5 analyses liquidated damages and penalties. Part six looks at restitution. Part 7 provides an assessment while Part 8 contains a conclusion and recommendation.

Minnesota Journal of Business Law and Entrepreneurship

Volume 2026, No. 2

ISSN: 1540-3270

2. Concept and Classification of Breach of Contract

2.1 Framework of Concepts

According to Indian law, breach is a legal concept based on the i.e. obligation to perform. In accordance with Section 37 of the Indian Contract Act, 1872, the parties to a contract must perform, or offer to perform, their respective promises unless such performance is dispensed with or excused under the provisions of this Act or of any other law. The failure to do so without the legal excuse is a breach (Avtar Singh, 2022).

The courts have consistently stated that not every contract failure constitutes a breach resulting in entitlement to large damages. The Supreme Court in Satyabrata Ghose v. Mugneeram Bangur & Co., AIR 1954 SC 44 observed that the test of breach is objective as well as contextual. The consequences of a breach should be assessed contextually in the light of entirety of express and implied terms of a contact. Also, the materiality of the breach must be assessed; and so, must the intention of the party in default. The court also reiterated that for a breach to be actionable, the contract must be valid, subsisting and must not be void, voidable, or discharged by frustration. As shown in Figure 1 below, Indian contract law recognises three main categories of breach which have further sub-types which have evolved by way of construction of statute and interpretation by the courts of the Indian Contract Act, 1872.

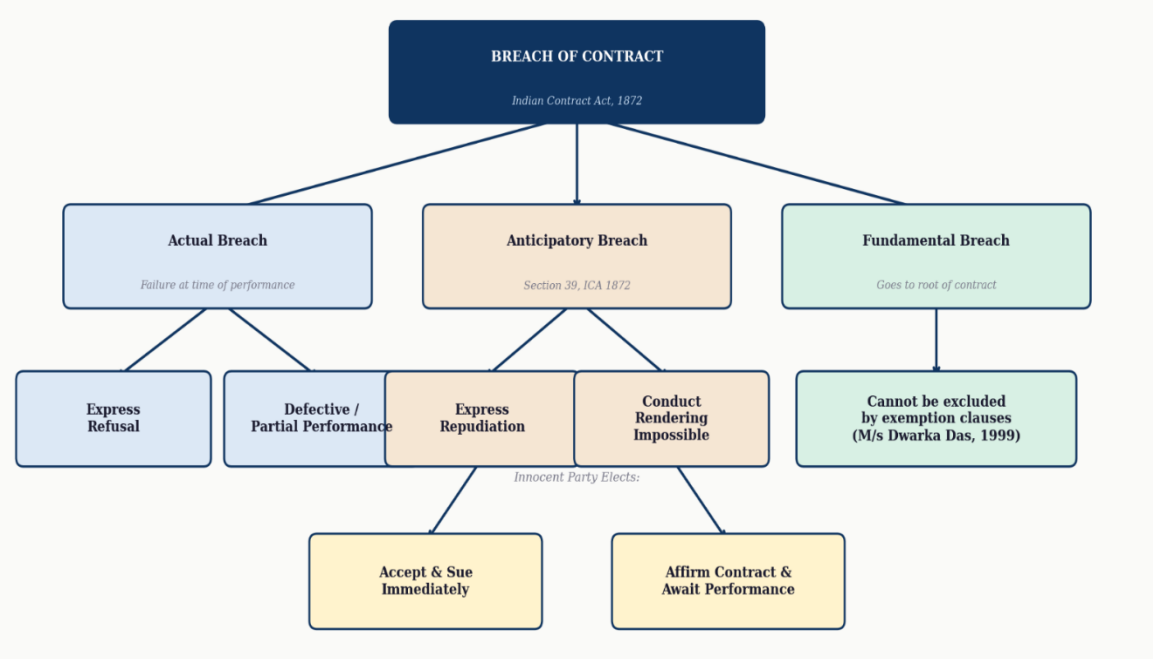

Figure 1: Typology of Breach of Contract under the Indian Contract Act, 1872 Actual, Anticipatory, and Fundamental Breach with Sub-Classifications

2.2 Classification of Breach

2.2.1 Actual Breach

An actual breach occurs when a party fails to perform his contractual obligations at the time appointed for performance (Treitel, 2020). Under Indian law, this encompasses: (a) refusal to perform at the time of performance; (b) defective or partial performance; and (c) performance of a kind fundamentally different from that stipulated. In *Murlidhar Chiranjilal v. Harishchandra Dwarkadas*, AIR 1962 SC 366, the Supreme Court held that where a seller fails to deliver goods of the contracted description, the buyer is entitled to treat the contract as discharged and claim damages without tendering performance of his own obligations.

2.2.2 Anticipatory Breach

If, before the date of performance, any party rejects or does an act that makes it impossible to perform the act, then that party would be guilty of anticipatory breach or breach by renunciation of contract. The principle of anticipatory breach was laid down in Hochster v. De la Tour (1853) 2 E&B 678. Section 39 of the Indian Contract Act, 1872 states that when either party violates the terms of a contract, the other party is legally allowed to terminate the contract, provided the contract is not yet performed. Further, it asserts that this termination occurs unless otherwise prescribed through words or through conduct the continuating party expressed consent.

In the matter of Alopi Parshad & Sons Ltd. In Union of India, AIR 1960 SC 588, the aggrieved party upon anticipatory breach has a double election, as held by the Supreme Court. The aggrieved party has (i) either the acceptance of repudiation and forthwith sue for damages or (ii) affirm the contract and …wait till the date of performance (as depicted in Figure 1 above). However, one important jurisprudential gap does remain. Section 39 does not measure of damages in case of anticipatory breach. Damages are therefore uncertain at either date of repudiation or performance. The courts have not applied this consistently (Krishnan 2021).

2.2.3 Major breach of the Contract.

The Indian legal system, has recognized the concept of fundamental breach; however, this has received more attention in the English law. The reason behind it is that this has been laid down in Photo Production Ltd. v. Securicor Transport Ltd. [1980] AC 827. As per this case, a breach is considered fundamental when it strikes at the root of the contract and deprives the innocent party of substantially the whole benefit of the bargain. In M/s Dwarka Das v. State of M.P., (1999) 3 SCC 500, the Supreme Court laid down that a fundamental breach, by nature, cannot be excluded by exemption clauses and it gives the aggrieved party the right to repudiate the whole contract, irrespective of what was provided in the contract.

3. Damages as per the law: Section 73 of the Indian Contract Act, 1872

3.1. Statutory Origin and Scope. 2

Section 73 of Indian Contract Act, 1872, is, the principal law for grant of compensatory damages for breach. The Indian damage law specifies the damages payable to the party suffering from the breach of contract. Relevant portion means a part of the statutory law and not common law as common law is not statutory law. Law covers not just damage that is usually referred to interference with a party's goods but also very broad damage. A party is also liable for damage caused directly by actual or presumed interference.

The contract considers the means of estimation of loss or damage due to any breach by one party. As explained in Section 73 of the Indian Contract Act, 1872, damages may be estimated according to the means through which one is able to remedy the inconvenience caused by non-performance in contracts. The law mandates the duty to mitigate, which is an ancient common law doctrine or principle. Cooking pot.

3.2. The Remoteness Principle: Hadley v. Baxendale in Indian Courts

As established in Hadley v. Baxendale (1854) 9 Ex 341, the twin limbs of the remoteness doctrine have already been absorbed in Indian contract law by way of judicial exposition of Section 73. Damages able to flow in the ordinary course of things from the breach are first limb natural and probable consequence. Under the second limb, the requisite knowledge, whether actual or constructive, must be present at the time of the contracting (Peel, 2019). Figure 2 shows the illustrations of a two-limb test as applied in Indian courts.

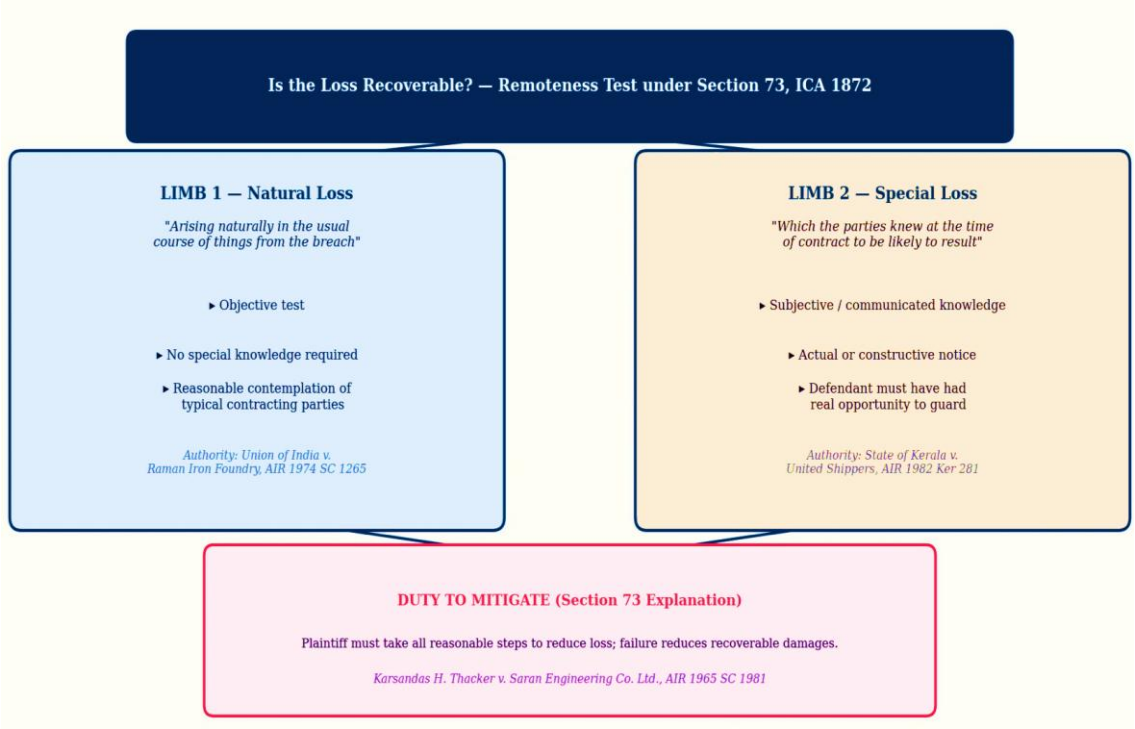

Figure 2: The Hadley v. Baxendale Two-Limb Remoteness Test as Received under Section 73, ICA 1872 with Indian Judicial Authorities

The Supreme Court in Union of India v. Raman Iron Foundry, AIR 1974 SC 1265, authoritatively applied the Hadley principles to Section 73, holding that damages which are recoverable under a government contract on delayed supply of material will be limited to what is reasonable as per the contract date. The court expressly denied the claimant's claim for consequential losses due to lost sub-contracts, finding that the government was unaware of such at the time of contracting. In a case decided by the Kerala High Court (State of Kerala v. United Shippers and Dredgers Ltd., AIR 1982 Ker 281) the second limb of Hadley was applied. It was held that if a party communicates the special circumstances (which were not knowable to the other party) either before or at the time of contracting, then the consequential losses arising from those special circumstances are recoverable. This provided that the defendant had a real opportunity to guard against those losses. Further, the opportunity must not merely be a hypothetical one.

3.3 Duty to Mitigate

In Indian contract law, there is a strong principle that the innocent party must take reasonable steps to mitigate his loss. A consideration of the "means which existed to remedy th. inconvenience" (see bottom of Figure 2) gives effect to this duty. Karsandas H. Thacker v. Saran Engineering Co. In the case of the Jackson v. Houghton and Co. Ltd., AIR 1965 SC 1981, the Supreme Court ruled that a plaintiff who does not take reasonable steps to mitigate cannot recover that part of the loss that could have been avoided. According to the court, the standard of reasonableness in mitigation will not be that perfection is the standard but commercial prudence and the onus of proving failure to mitigate reposes on the defendant (Diwan, 2020).

3.4 Non-Pecuniary Loss and Mental Distress

Section 73 does not allow recovery for the non-pecuniary loss, particularly mental distress, injury to feelings and damage to reputation. As a general rule, Indian courts have refused damages for mental distress due to the breach of commercial contracts based on the English authority of Addis v. Gramophone Co. In the case of Ltd. [1909] AC 488, however, judges have been more willing in employment and consumer contracts to award solatium for mental agony (National Consumer Disputes Redressal Commission Oriental Insurance Co. Ltd. v. Jashumal Chainani, 2012). The Supreme Court decision in Bhagwati Oxygen Ltd. v. Hindustan Copper Ltd., (2005) 6 SCC 462 reveals judicial equivocation. While endorsing the primacy of compensatory damages, the court accepted damages for loss of goodwill and business reputation proximate consequences of breach are recoverable in appropriate circumstances. This provides an unarticulated, but implicit, route to non-pecuniary recovery in commercial cases.

4. Specific Performance and Injunctive Relief: Specific Relief Act, 1963

4.1 Doctrinal Foundations

In case a party fails to comply with the terms of the contract, the court can order the defaulted party. The ability to grant specific performance under the Specific Relief Act 1963 has undergone a substantial restructuring as a result of the amendment of the Act in 2018. Before 2018 amendment, specific performance was only granted when it is in the discretion of the authority that legal relief (damages) may not suffice. The amendment added to the Act provides for the omission of Section 14 of the Principal Act and the introduction of Section 10(1). According to section 10(1), a contract relating to any immovable property, a rare movable and goods of a special value or interest shall be ordinarily specifically enforced. Thus, the remedy to specifically enforce as stated above is no longer a discretionary remedy but essentially a right (Banerjee, 2019).

The figure below denotes the doctrinal changes in the specific performance regime before and after 2018. Overall, it identifies changes in judicial discretion, the relevant test for enforcement, available grounds for refusal, and the introduction of substituted performance.

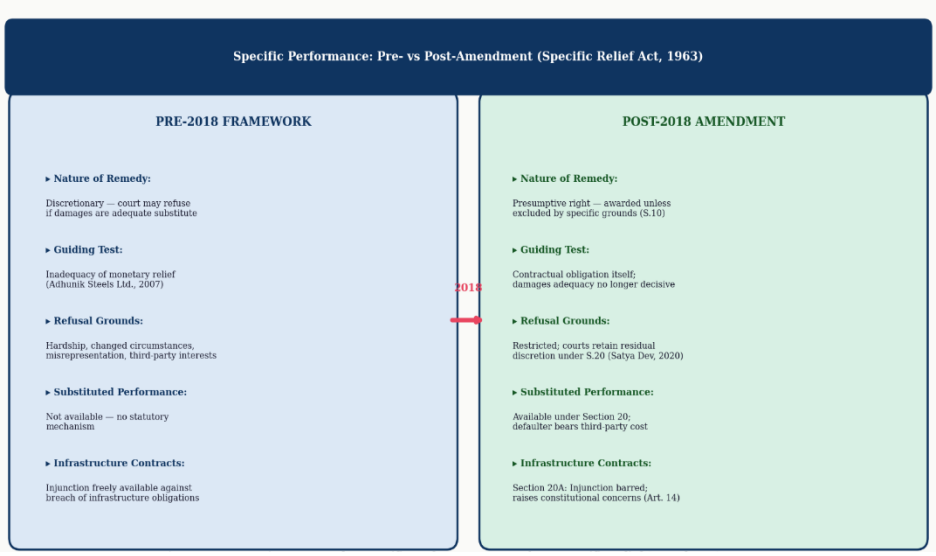

Figure 3: Comparative Framework- Specific Performance Pre- and Post-Specific Relief (Amendment) Act, 2018

4.2 Pre-Amendment Jurisprudence

Before 2018 (left column, Figure 3), in Adhunik Steels Ltd. v Orissa Manganese & Minerals (P) Ltd, (2007) 7 SCC 125, the Supreme Court confirmed that specific performance would be granted when (i) monetary compensation would not afford adequate relief (ii) it is practicable to enforce the performance (iii) the contract is not vitiated by misrepresentations, mistakes, or hardship. The principle of Falcke v. Gray (1859) 4 Drew 651 was applied by the court to the effect that where an article is of special beauty or of a special rarity or of special personal significance, damages would be an inherently imperfect substitute.

4.3 Consequence of Amendment that occurred in 2018

The Specific Relief (Amendment) Act, 2018 made three major changes: it removed the discretion of the court to refuse specific performance as of right, and provided a presumption of enforceability; it added a 'substituted performance' provision under Section 20 which enables the aggrieved party to obtain performance through a third party at the cost of the defaulting party; and it introduced Section 20A, which rules out the grant of injunctions in infrastructure contracts where such injunction will hinder the public interest in infrastructure development (Nair, 2020).

Many cases will arise where changed circumstances, super booting impossibility and contrary hardship will take place. In other words, the 2018 amendment has been challenged on the ground that removal of judicial discretion will lead to unexplainable results when it comes to justice.

The Delhi High Court in Satya Developers Pvt. In Ltd. v. Sushila Devi (2020 SCC OnLine Del 1425), the court noted that even after the amendment courts have unique and residual powers under Section 20 to modify the relief, so that manifest injustice does not occur. This indicates that the automaticity prescribed in the statute has been cut down judicially.

4.4 Injunctive Relief

Injunctions, whether preventive (restraining threatened breach) or mandatory (compelling positive performance), are governed by Sections 36-42 of the Specific Relief Act, 1963. As per the Supreme Court in Gujarat Bottling Co. The case law of Indian jurisprudence Coca-Cola Co laid down the tripartite tests for the grant of interlocutory injunction orders. The tests are namely, prima facie case, balance of convenience and irreparable harm.

In respect of enforcement of negative covenants, the court has held that an injunction to restrain breach of an exclusive dealing covenant is maintainable even where the specific performance of the main contract would not lie, as the stipulation is enforceable on its own.

5. Liquidated damages and penalties section 74 of the Indian contract act, 1872

5.1 Statutory Text and Departure from English Law

The Indian Contract Act, 1872 under Section 74 departs most from English Law. When a contract is breached, if the contract mentions the sum of money which is to be paid or a penalty is mentioned for such a term, the party complaining of the breach is entitled to reasonable compensation from the party who has broken the contract. The compensation shall not be more than the amount that is mentioned in the contract or, as the case may be, the penalty mentioned in the contract. The above is true whether or not any actual damage or loss is proved to have been caused by the breach.

The key difference between section 74 and English law is that English law makes a clear distinction between "genuine pre-estimate of loss" (which is enforceable as liquidated damages) and the "penalty" (which will not be enforced because it acts as a deterrent device): see Dunlop Pneumatic Tyre Co. v. New Garage & Motor Co. Indian law does not differentiate between penalty and liquidated damages, unlike its common law counterpart. This means that courts only award reasonable compensation, which cannot exceed the amounts stated in the contract, under section 74. As demonstrated in

Figure 4 below, a Comparison of these two differentiated approaches, alongside the timeline of key Indian judicial authorities.

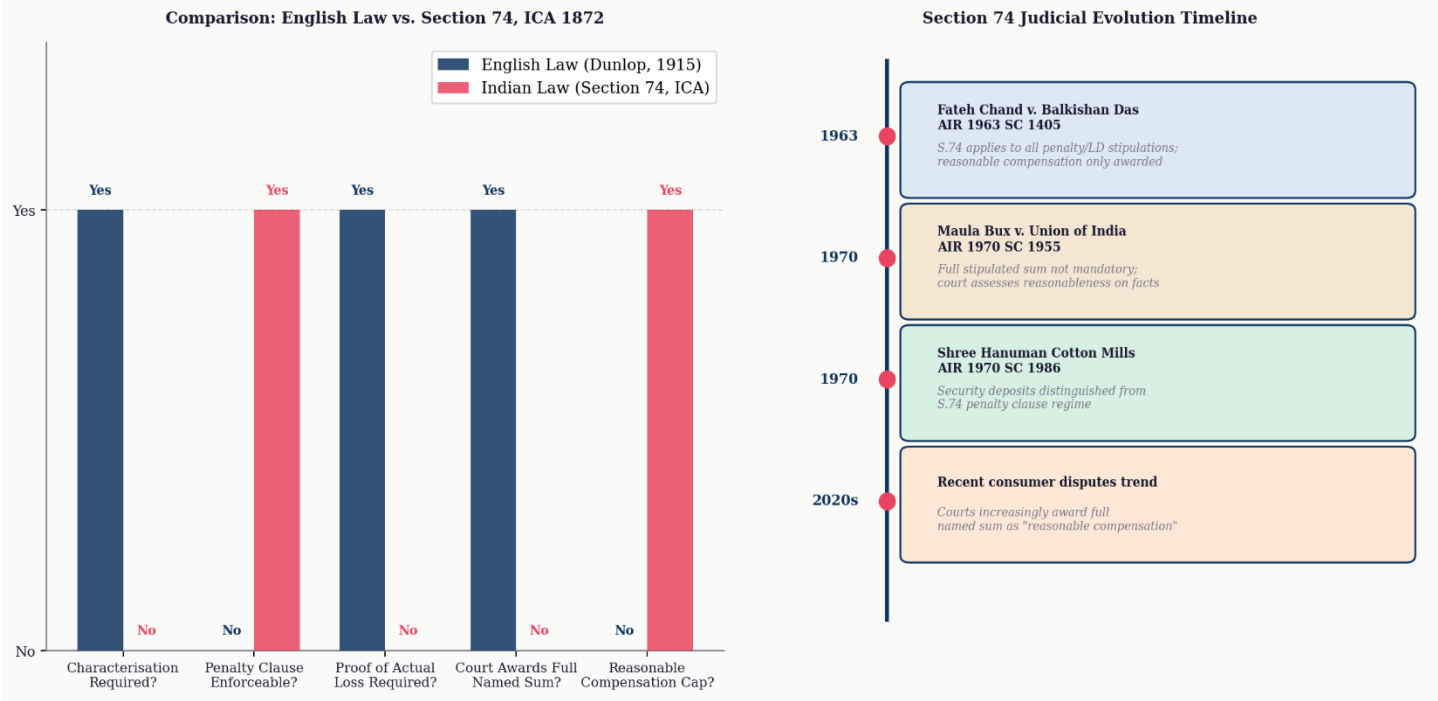

Figure 4: Comparative Analysis of Section 74 (ICA 1872) and English Penalty Law — Doctrinal Divergences and Judicial Evolution Timeline

5.2 Judicial Construction of Section 74

In Fateh Chand v. Balkishan Das, AIR 1963 SC 1405 (first entry, Figure 4 timeline), the Supreme Court gave the first interpretation of Section 74. The court suggests that every stipulation of penalty or sum named upon breach falls within the ambit of section 74. The function of the court is not to characterize the clause but award reasonable compensation subject to the stipulated amount. In case of failure to prove any loss, a mere nominal compensation is awarded to the plaintiff. Nevertheless, if some loss is proved, the compensation will then get limited to the amount named.

In Maula Bux v. Union of India, the Supreme Court of India ruled that the court is not bound to pass the full amount that is claimed by the victim. Instead, the court must assess the same and determine the amount of reasonable compensation which must be granted in the workmen compensation act. Where loss is inherently hard to prove or quantify precisely, courts may award the agreed sum as reasonable compensation so long as it is not unconscionable.

5.3 Critical Assessment Ongoing Confusions

Section 74 has given rise to three contentious issues that are still debated in courts over sixty years after the provision was passed. Initially, there is no definition of the term “reasonableness” which results an adverse outcome in different tribunals and courts for commercially identical fact patterns. The second issue is whether earnest money and security deposits fall under section 74 as it was not conclusively determined in the case of Shree Hanuman Cotton Mills v. Tata Aircraft Ltd.

AIR 1970 SC 1986. The relationship between Section 74 and standard-form contracts in cases of asymmetric bargaining remains uncertain in terms of consumer protection and unconscionability.

6. Quasi-Contractual Restitution And Recovery Under Section 65 And Chapter V

6.1 Restitution upon Void Contracts: Section 65

When an agreement is discovered to be void, or when a contract becomes void, any person who has received any advantage under such an agreement or contract is bound to restore it or to make compensation for it, to the person from whom he received it. This provision establishes the principle of unjust enrichment for the dissolution of a contract (Birks, 2005). In the case of Kuju Collieries Ltd. v. Jharkhand Mines Ltd., AIR 1974 SC 1892, the Supreme Court ruled that Section 65 works without interference of the law of damages. Further, it is available regardless of the party claiming restitution being in default. The court held that the right to restitution is dependent not on fault but on the acceptance of an uncompensated benefit a position in principle aligns Indian law with Birksian unjust enrichment set of theories but without explicit endorsement.

6.2 Reasonable Value of Benefit Received

Under Indian law, a party may recover quantum meruit for work done or services rendered under a contract which has been breached by the other party. Recovery may be had as a quasi-contract claim (Section 68-72) or as a common law action. West Bengal State and B.K. Sarani case In the case of Mondal & Sons, AIR 1962 SC 779, the sc allowed a contractor's quantum meruit claim against the government. This was for the work completed by the contractor before the wrongful termination of the construction contract by the government.

The measure of quantum meruit in Indian law is the value of benefit conferred in reasonable terms, objectively assessed. In M/s Hind Construction Contractors v. State of Maharashtra, (1979) 2 SCC 70, it was held that the plaintiff was not entitled to the whole price of the contract on the basis of quantum meruit. However, he was entitled to a reasonable sum having regard to the benefit which the defendant had received at the time of termination.

7. In-Depth Analysis

7.1 The compensatory framework's structural sufficiency

Compensatory architecture under Section 73 is doctrinally sound in broad structural terms. The twin limb remoteness test encapsulates a principle of allocating loss in a way that makes sense: losses that arise naturally from breach are recoverable as a matter of course whereas idiosyncratic losses need the predicate of knowledge communicated (see Figure 2). This framework honors the autonomy of contract, as well as the parties' legitimate expectations at the time of bargaining.

Nonetheless, the framework displays a systemic bias towards commercial certainty over full compensation. According to Indian courts, the remote doctrine often bars recovery for losses that were certainly caused by a breach, but are not within the contemplation of the parties in the herenăthe sense of Hadley. According to Peel (2019) and Treitel (2020), this results in under-compensation of the claimant on a systematic basis in the case of complex commercial chains, where the true economic impact of the breach diffuses across networks of sub-contracts and down-stream relationships not disclosed on an individual basis.

7.2 Legislative Gap: Anticipatory Breach

Section 39 of the Act is substantively important but problematic in its drafting due to legislative intervention. The lack of information in the section about the date of damages assessment in case of anticipatory breach has resulted in irreconcilable differences (refer to Figure 1, the sub-tree labelled as "Anticipatory Breach"): while some high courts have assessed damages at the date of repudiation more or less following the English position after Golden Strait Corporation v. Nippon Yusen Kubishika Kaisha (2007) 2 AC 353, a couple of high courts have adopted date-of-performance standard. The differences in practice lead to ambiguity in transactions which is not favorable for commercial trust and must be explicitly clear in statute.

7.3 Section 74 and the Penalty-Liquidated Damages Collapse

As the left panel of Figure 4 illustrates, the doctrinal collapse of the penalty-liquidated damages distinction under Section 74 is widely hailed as a pragmatic innovation that avoids the arid taxonomic disputes of English law. Nonetheless, it creates a different pathology: sophisticated commercial parties who structure complex damages clauses tiered liquidated damages, acceleration clauses, rate of return, etc. face a residual judicial power to "reasonably compensate" that undermines the very instruments designed to achieve commercial certainty. Nair (2020) rightly points out the fact that contracts could become less structured.

7.4 The 2018 Amendment and the Erosion of Judicial Discretion

The commercial commentators have praised how the shift of specific performance from a discretionary remedy to a presumptive one (as illustrated in Figure 3 from the left column to right column) reduces the incentive for strategic breach in real estate and infrastructure deals (Banerjee, 2019). Nonetheless, the amendment has also been criticized for conflating two separate remedial objectives; specifically, performance is a performance compelling remedy whereas damages are compensatory damages. If judicial discretion is removed, remedies cannot be calibrated to the equitable and changed circumstances of individual cases which may include the changed economic condition, hardship or third-party interests. The addition of Section 20A is politically motivated due to concerns of obstruction of infrastructure projects by way of injunction. If a private party has a legitimate due contract construction against an infrastructure developer, then the statutory ban on injunctive relief amounts to coercive settlement at a disadvantage. Moreover, this statutory bar will also be unreasonable and discriminatory which will violate Article 14 of the Constitution of India.

7.5 Non-Financial Loss An Ongoing Obstacl.

Under Indian contract law, non-pecuniary losses are appraised lower than economic losses. Courts opt for economic over dignitary interests when they clash. Although consumer law and employment law have partly taken care of this through regulation (Consumer Protection Act, 2019; Industrial Disputes Act, 1947), general commercial contract law's lack of a principled basis for non-pecuniary damages leaves out a significant category of legitimate harm without compensation. A legislative amendment that would 'insert a qualified right to damages for mental distress' akin to s 9(3) of New Zealand Contract and Commercial Law Act 2017 would be doctrinally defensible improvement (Peel, 2019).

8. Conclusion and Reform Recommendations

The Indian law of breach of contract and remedies is undoubtedly a mature (if incomplete) juridical framework. The Indian Contract Act, 1872, was a product of the colonial era. However, it has shown significant adaptability through judicial interpretation. It has absorbed common law principles of remoteness, mitigation, and restitution, while not losing its indigenous commercial sensibilities. This is exemplified by departures such as the Section 74 collapsing of the penalty-liquidated damages binary. Despite its structural advantages, the framework needs legislative rebalancing in four areas. In the first place, Section 39 ought to be amended to codify the date of assessment of damages in the case of anticipatory breach to resolve the existing inconsistency in the courts which is visible in the "Anticipatory Breach" limb of figure 1. In the second place, Section 73 should be amended to expressly recognize a qualified right to non-pecuniary damages where mental distress is a reasonably foreseeable consequence of breach, subject to a proportionality cap. Accordingly, thirdly, 'reasonable compensation' in Section 74 should be defined by legislative guidelines to achieve predictability in commercial drafting (see Figure 4). Fourth, judicial review of Section 20A of the Specific Relief Act for constitutional validity should be undertaken and if it is constitutional, it should be circumscribed to ensure that it is not misused as a weapon for commercial oppression (Figure 2).

The key need is harmonisation: as India integrates more deeply into global commercial networks, divergences between Indian contract law remedies and international standards such as the UNIDROIT Principles of International Commercial Contracts (2016) and the United Nations Convention on Contracts for the International Sale of Goods (CISG) create

friction for cross-border transmissions. The need for a systematic reform process informed by comparative analysis of social costs of under-compensation and empirical evidence of this is urgent.

References

[1] Anson, W. R. (2016). Anson's Law of Contract (30th ed.). Oxford University Press.

[2] Avtar Singh. (2022). Law of Contract & Specific Relief (13th ed.). Eastern Book Company.

[3] Banerjee, S. (2019). The Specific Relief (Amendment) Act, 2018: A paradigm shift in the law of specific performance. Indian Journal of Law and Justice, 10(1), 45–67.

[4] Birks, P. (2005). Unjust Enrichment (2nd ed.). Oxford University Press.

[5] Diwan, P. (2020). Law of Contract (9th ed.). Allahabad Law Agency.

[6] Krishnan, A. (2021). Anticipatory breach under the Indian Contract Act: Statutory lacunae and judicial inconsistencies. NUJS Law Review, 14(2), 112–138.

[7] Mulla, D. F. (2023). Mulla on Indian Contract Act (15th ed.). LexisNexis India.

[8] Nair, V. (2020). Specific performance as a right: Critical analysis of the Specific Relief (Amendment) Act 2018. RGNUL Law Review, 8(1), 89–114.

[9] Peel, E. (2019). Treitel: The Law of Contract (15th ed.). Sweet & Maxwell.

[10] Pollock, F., & Mulla, D. F. (2019). Pollock & Mulla: The Indian Contract and Specific Relief Acts (16th ed.). LexisNexis India.

[11] Treitel, G. H. (2020). Remedies for Breach of Contract: A Comparative Account (2nd ed.). Oxford University Press.

Table of Cases

[1] Adhunik Steels Ltd. v. Orissa Manganese & Minerals (P) Ltd., (2007) 7 SCC 125

[2] Alopi Parshad & Sons Ltd. v. Union of India, AIR 1960 SC 588

[3] Bhagwati Oxygen Ltd. v. Hindustan Copper Ltd., (2005) 6 SCC 462

[4] Fateh Chand v. Balkishan Das, AIR 1963 SC 1405

[5] Gujarat Bottling Co. Ltd. v. Coca-Cola Co., (1995) 5 SCC 545

[6] Karsandas H. Thacker v. The Saran Engineering Co. Ltd., AIR 1965 SC 1981

[7] Kuju Collieries Ltd. v. Jharkhand Mines Ltd., AIR 1974 SC 1892

[8] M/s Dwarka Das v. State of M.P., (1999) 3 SCC 500

[9] M/s Hind Construction Contractors v. State of Maharashtra, (1979) 2 SCC 70

[10] Maula Bux v. Union of India, AIR 1970 SC 1955

[11] Murlidhar Chiranjilal v. Harishchandra Dwarkadas, AIR 1962 SC 366

[12] Satya Developers Pvt. Ltd. v. Sushila Devi, 2020 SCC OnLine Del 1425

[13] Satyabrata Ghose v. Mugneeram Bangur & Co., AIR 1954 SC 44

[14] Shree Hanuman Cotton Mills v. Tata Aircraft Ltd., AIR 1970 SC 1986

[15] State of Kerala v. United Shippers & Dredgers Ltd., AIR 1982 Ker 281

[16] State of West Bengal v. B.K. Mondal & Sons, AIR 1962 SC 779

[17] Union of India v. Raman Iron Foundry, AIR 1974 SC 1265

Table of Statutes

[1] Consumer Protection Act, 2019

[2] Indian Contract Act, 1872

[3] Industrial Disputes Act, 1947

[4] Specific Relief Act, 1963 (as amended by the Specific Relief (Amendment) Act, 2018)

[5] United Nations Convention on Contracts for the International Sale of Goods (CISG), 1980

[6] UNIDROIT Principles of International Commercial Contracts, 2016