

# REMEDIES FOR BREACH OF CONTRACT

# WHAT IS A REMEDY?

>a remedy is the means given by law for the enforcement of a right.

>When a promise or agreement is broken by any of the parties we call it a breach of contract. So when either of the parties does not keep their end of the agreement or does not fulfill their obligation as per the terms of the contract, it is a breach of contract. There are a few remedies for breach of contract available to the wronged party. Let us take a look.

WHEN A CONTRACT IS BROKEN, THE INJURED PARTY, HAS ONE OR MORE OF THE FOLLOWING REMEDIES:

- Rescission of the contract
- Suit for Damages
- Suit upon *Quantum Meruit*
- Suit for specific performance of the Contract
- Suit for injunction.

## 1] **Recession of Contract:**

When one of the parties to a contract does not fulfill his obligations, then the other party can rescind the contract and refuse the performance of his obligations.

As per section 65 of the Contract Act, the party that rescinds the contract must restore any benefits he got under the said agreement. And section 75 states that the party that rescinds the contract is entitled to receive damages and/or compensation for such a recession.

## **2] Sue for Damages:**

Section 73 clearly states that the party who has suffered, since the other party has broken promises, can claim compensation for loss or damages caused to them in the normal course of business.

Such damages will not be payable if the loss is abnormal in nature, i.e. not in the ordinary course of business. There are two types of damages according to the Act,

**Liquidated Damages:** Sometimes the parties to a contract will agree to the amount payable in case of a breach. This is known as liquidated damages.

**Unliquidated Damages:** Here the amount payable due to the breach of contract is assessed by the courts or any appropriate authorities.

### **3] Sue for Specific Performance:**

This means the party in breach will actually have to carry out his duties according to the contract. In certain cases, the courts may insist that the party carry out the agreement.

So if any of the parties fails to perform the contract, the court may order them to do so. This is a decree of specific performance and is granted instead of damages.

For example, A decided to buy a parcel of land from B. B then refuses to sell. The courts can order B to perform his duties under the contract and sell the land to A.

#### **4] Injunction:**

An injunction is basically like a decree for specific performance but for a negative contract. An injunction is a court order restraining a person from doing a particular act.

So a court may grant an injunction to stop a party of a contract from doing something he promised not to do. In a prohibitory injunction, the court stops the commission of an act and in a mandatory injunction, it will stop the continuance of an act that is unlawful.

## **5] Quantum Meruit:**

Quantum meruit literally translates to “as much is earned”. At times when one party of the contract is prevented from finishing his performance of the contract by the other party, he can claim quantum meruit.

So he must be paid a reasonable remuneration for the part of the contract he has already performed. This could be the remuneration of the services he has provided or the value of the work he has already done.