



## 3 instances when the court may order specific performance

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A breach of contract occurs when a party to the contract fails to perform their obligations under the contract. Often, the offended party will rush to have the offending party pay monetary compensation, which often ends in litigation. One of the ways of enforcing a contract that can be sought and applied by the court is Specific Performance. Specific performance is where the offending party is compelled to do that which they agreed to do in the first place. Below are instances when the court may order specific performance.

### 1. Unique goods or services

Where the goods or services are exceptional and unique, the court may order the offending party to perform the contract. This is because even with monetary compensation, the offended party may not be able to acquire the same from an alternative service provider or supplier.

### 2. Purchase of property

This is often enforced by courts where the

purchaser has already paid the purchase price in accordance with the sale agreement but the seller refuses to perform his obligations that would ensure that the transfer is effected. The court may compel the seller to sign the transfer documents or to provide the completion documents that will be necessary for effecting the transfer of the property to the purchaser.

### 3. Reinstatement of employment

Reinstatement is a form of specific performance issued by the employment court. This is where the employer is compelled to restore the employee to his position under the same terms of employment. However, the Employment Act requires the court to assess the situation and prevents the court from ordering reinstatement where enforcement of the reinstatement order will be impractical.