**Defence to Suits for Specific Performance**

1. The defendant did not enter into the agreement.

2. ………………….. was not the agent for the defendant (*if alleged by plaintiff).*

3. The plaintiff has not performed the following conditions - (*Conditions).*

4. The defendant did not - (*alleged acts of part performance).*

5. The plaintiff’s title to the property agreed to be sold is not such as the defendant is bound to accept by reason of the following matter - (*State why).*

6. The agreement is uncertain in the following respects - *(State them)*

*7. (Or)* The plaintiff has been guilty of delay.

*8. (Or)* The plaintiff has been guilty of fraud (or mis-representation).

*9. (Or)* The agreement is unfair.

*10. (Or)* The agreement was entered into by mistake.

11. The following are particulars of (7), (8), (9), (10) (*or as the case may be).*

12. The agreement was rescinded under Condition of Sale, No. 11 (*or by* mutual agreement).

(*In case where damages are claimed and the defendant dispute his liability to damage, he must deny the agreement or the alleged breaches, or show whatever other ground of defence he intends to relay on, e.g., the [Indian Limitation Act, accord and satisfaction, release, fraud, etc.)].*