**Difference Between Specific Performance and Injunction**

Student Name

Institution

Course

Date

Difference Between Specific Performance and Injunction

A valid contract is binding and enforceable, there are legal obligations attached to each party. For the contract to be valid there has to be an offer, acceptance of the offer, consideration and each party must have the capacity to perform its obligation. If one party fails to perform its obligations, it leads to a breach of the contract resulting in termination of the contract. The plaintiff sues the breaching party for remedy. The court awards in form of damages, restitution, specific performance, and injunction (Alexander, Mindy, & Burton, 2016). Despite, the similarity between injunction and specific performance, there are key differences. In specific performance, the court orders the breaching party to perform the exact terms of the contract. The court grants injunction which prohibits the breaching party from specific acts. The court offers two types of injunction which are temporary injunction and permanent injunction. Specific performance positively affects the remedy since it dictates performance within the terms of the contract while injunction has a negative effect because the breaching party is barred from breaking his contract.

References

Alexander, L., Mindy, C.-W., & Burton, O. (2016). *Studies in the Contract Laws of Asia I Remedies for Breach of Contract*. Oxford University Press