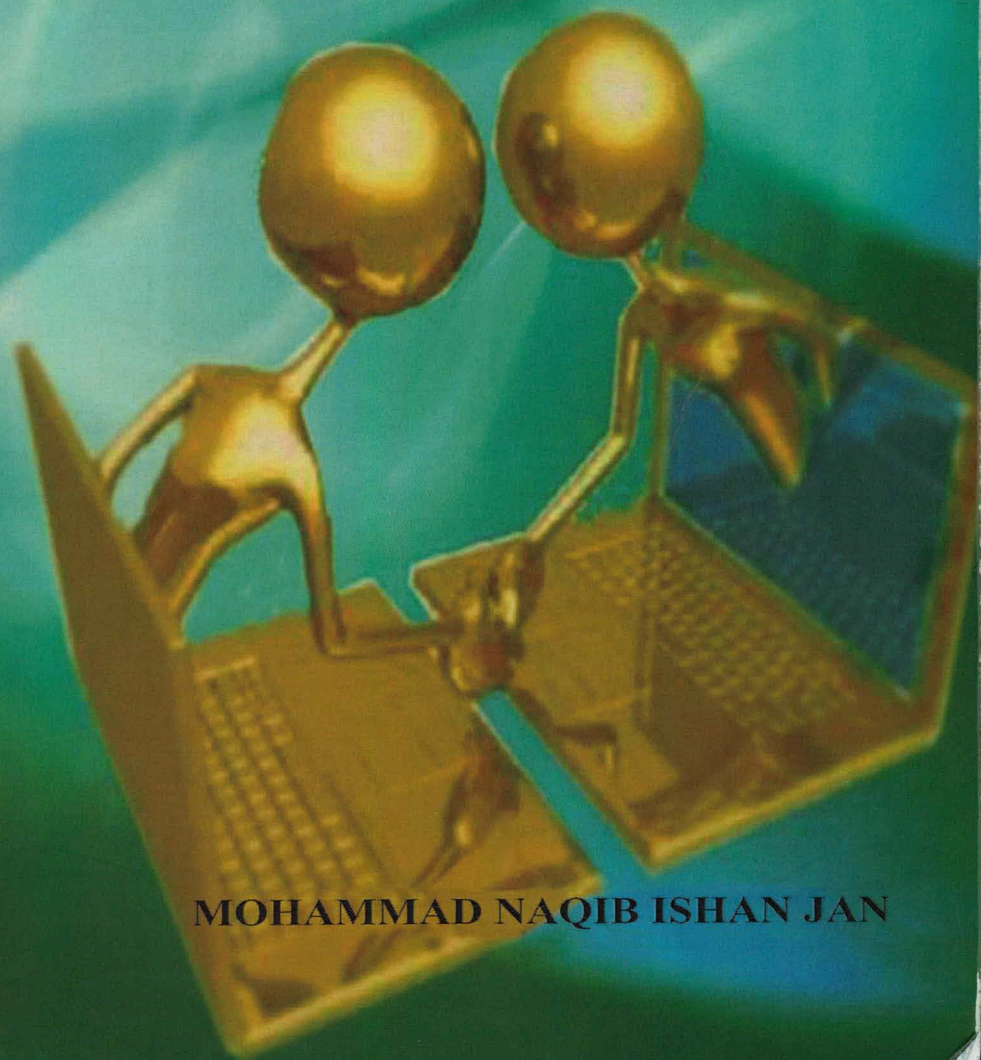


LAW AND COMMERCE : THE MALAYSIAN PERSPECTIVE



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LAW AND COMMERCE: THE MALAYSIAN PERSPECTIVE

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CHAPTER 8

REMEDIES FOR BREACH OF CONTRACT

by
HALYANI HASSAN

Breach of contract occurs when one of the parties in a contract refuses or fails to continue with the contract or fails to abide with any condition or warranties agreed in the contract. In such situation the other parties are entitled to be remedied. This chapter explains about the remedies available for any breach of contract which depends to the circumstances of a case. Amongst the remedies discussed include damages under sections 74 and 75 of the Contracts Act 1950, rescission, specific performance, injunctions and *quantum meruit*. The chapter also discusses issues relating to proof of damages as well as the duty to mitigate damages.

TYPES OF REMEDIES

Damages

In most circumstances an innocent party would claim damages for any loss suffered as a result of breach of contract. Damages for a breach of contract committed by the defendant are compensation to the claimant for the damage, loss or injury suffered through the breach.¹ This common law right arising from