

Herskowitz and Bottini in New York Law Journal: Specific Performance Under New York Real Estate Law

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In commercial real estate contracts, if a seller defaults, the buyer typically may either terminate the contract and recover their deposit or seek specific performance to enforce the seller's obligations. Haynes Boone Real Estate Partner [Jeremy Herskowitz](#) and Litigation Associate [Aishlinn Bottini](#) authored an article with Nikolette Dusevic, a law student at Villanova, for the *New York Law Journal* discussing specific performance and how it is enforced under New York real estate law.

Read an excerpt below.

Most contracts dealing with the sale and purchase of commercial real estate provide the purchaser with two primary remedies if the seller defaults: (1) the right to terminate the contract and receive a return of any amounts paid by the purchaser as a deposit under such contract; and (2) the right to seek specific performance of the seller's obligations under the contract.

This article will explore some situations where specific performance may be available, as well as certain requirements that must be satisfied in order to obtain an order of specific performance.

In breach of contract litigation relating to subjects other than the sale and purchase of commercial real estate, the standard remedy is typically the payment of monetary damages by the breaching party (also referred to herein as the defendant) to the non-breaching party (also referred to herein as the plaintiff), which damages are intended to restore the non-breaching party to the position it would have been in had the contract been fully performed.

However, monetary damages may, in certain circumstances, be inadequate to fully compensate the non-breaching party. In such cases, equitable remedies become essential. One significant equitable remedy that is available in certain circumstances is specific performance.

[Read the full *New York Law Journal* article here.](#)

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