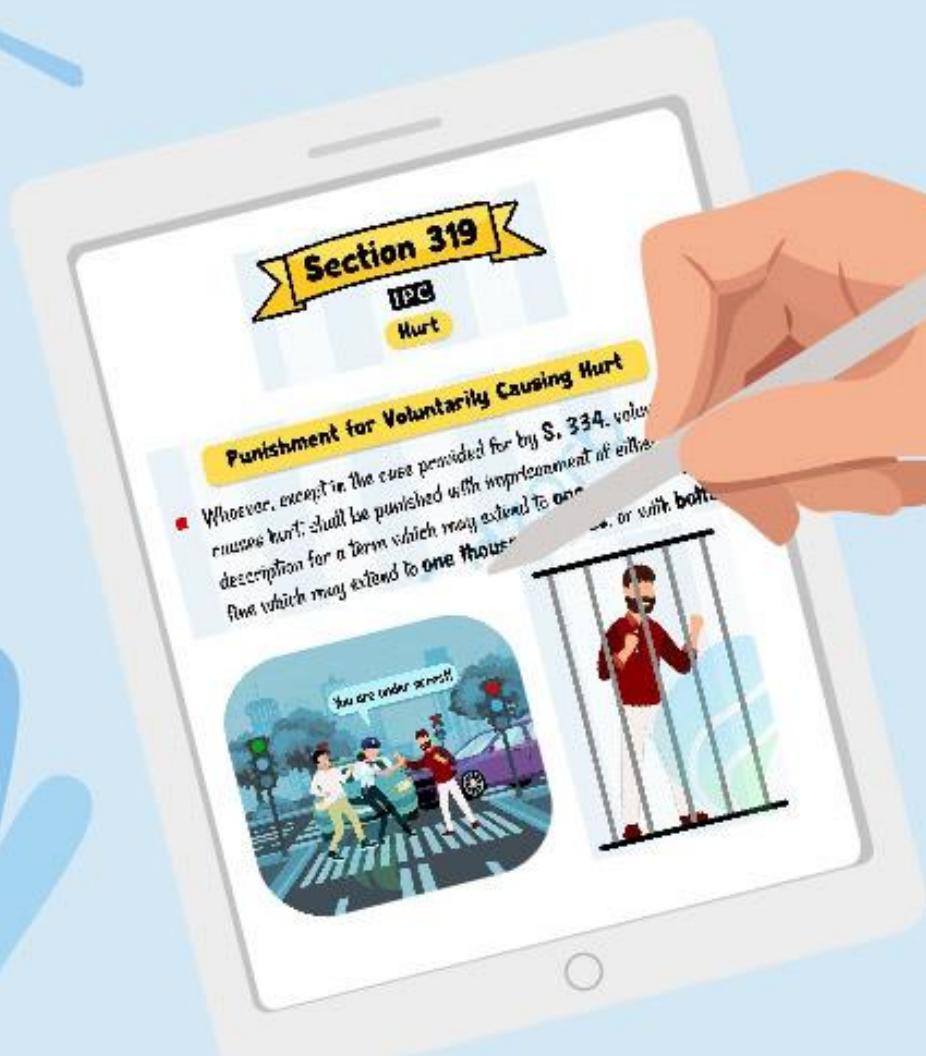


# Simplified Visual Notes



**SOGA**

# SALE OF GOODS ACT, 1930



## INTRODUCTION

- The General clauses of the Contract Act, 1872, could not suffice the needs and demands of the growing business economy.
- To deal with new principles and regulations, **the Sale of Goods act was formed.**

Enacted by	Date of Enactment	Date of Commencement
Imperial Legislative Council	15 March 1930	1 July 1930

### Did you Know?

The Act of Sale of Goods Act is heavily borrowed from the **UNITED KINGDOM's SALE OF GOODS ACT 1893**, during the British Raj.





**The Potential Buyer and Seller came into the Contract for Sale.**

### **Did you Know?**

- This framework was later adopted by the Government of Pakistan as a piece of legislation after partition.
- The Act also applies on the Bangladesh, as the Sale of Goods Act, 1930 (Bangladesh).



## Flow Chart for Sale of Goods

Inclusion – J&K 31<sup>st</sup> oct. 2019  
(J&K Reorganisation Act,2019)

2019

Amendment - 23<sup>rd</sup> Sept.1963  
Renamed - Sale of Goods Act,  
1930

1963

Enforcement-  
1<sup>st</sup> July 1930

1930

Separate Act - The Indian  
Sale of Goods Act, 1930.  
Enactment- 15<sup>th</sup> march,1930

1872

Sale & Purchase of Goods  
– Regulated by Indian  
Contract Act, 1872 **(S.76-  
123)**

# **DIFFERENT ACTS**

**(Dealing with Property)**

## **TRANSFER OF PROPERTY ACT,1882**

This legislation regulates with the provision of transfer with Immovable Property in India.

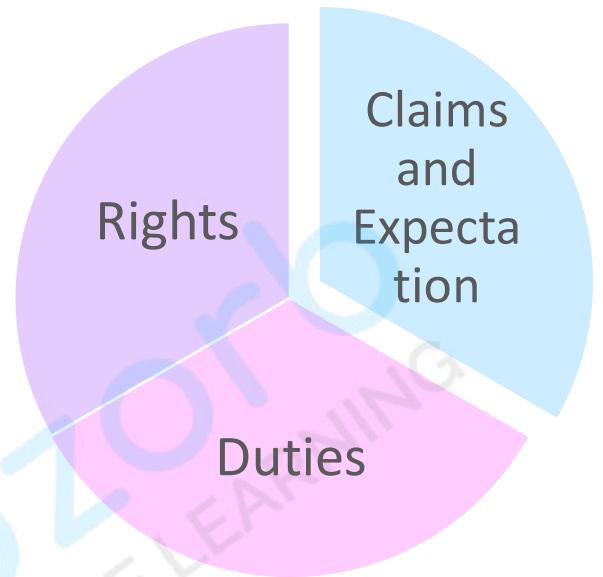
## **THE INDIAN CONTRACT ACT,1872**

This legislation works on the circumstances in which promises made by the parties to a contract shall be Legally binding.

## **THE SALE OF GOODS ACT,1930**

This legislation regulates the transfer of movable goods from seller to buyer, for certain consideration amount.

- This Act was introduced with the objective of **balancing the rights, duties, claims and expectations arising within the strategy of transferring of property** from Seller to Buyer.



- SCOPE OF THE ACT –

Effects of the Contract.

Performance of Contract

Formation of Contract

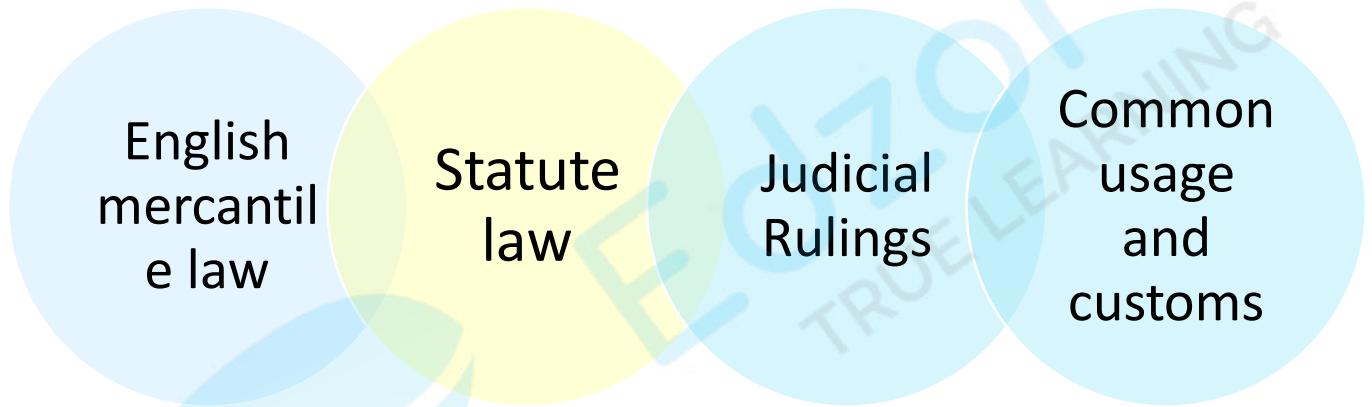
Sale of Goods

Unpaid Seller.

Suit for Breach of Damage of Contract.

- Covered under Mercantile Law-

### Origins of Mercantile Law



### The Root of Mercantile Law through English Law

1. **Common Law**, based on customs and practices over generation.
2. **Statute Law**, Laid down by acts of government (Parliament in English law).
3. **Equity or Justice**, based on legal Precedent and Decisions.
4. **Precedent**, holds a court decision binding in future similar cases.
5. **Lex Mercatoria**, based on customs that developed as separate legal systems and were later incorporated into common law.



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## SECTION 5- CONTRACT OF SALE HOW MADE.

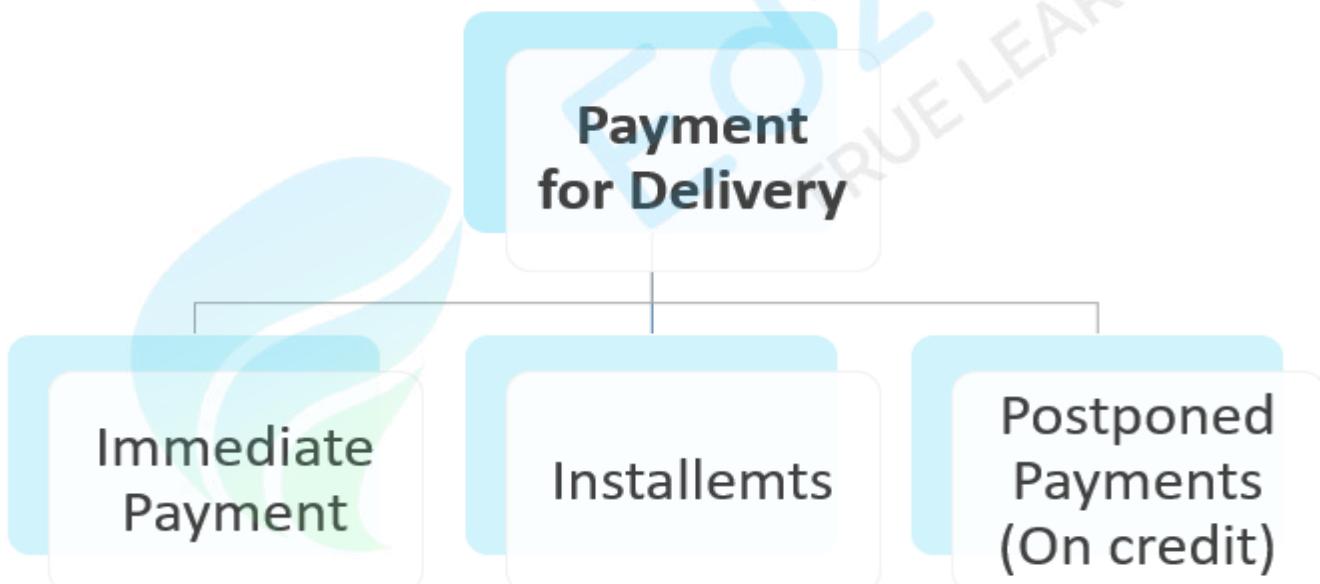
### Formalities of contract:

The general principles laid down in the Indian Contract Act,1872.

1. A contract of sale is made by an **offer** to buy or sell **goods for a price** and the **acceptance** of such an offer.

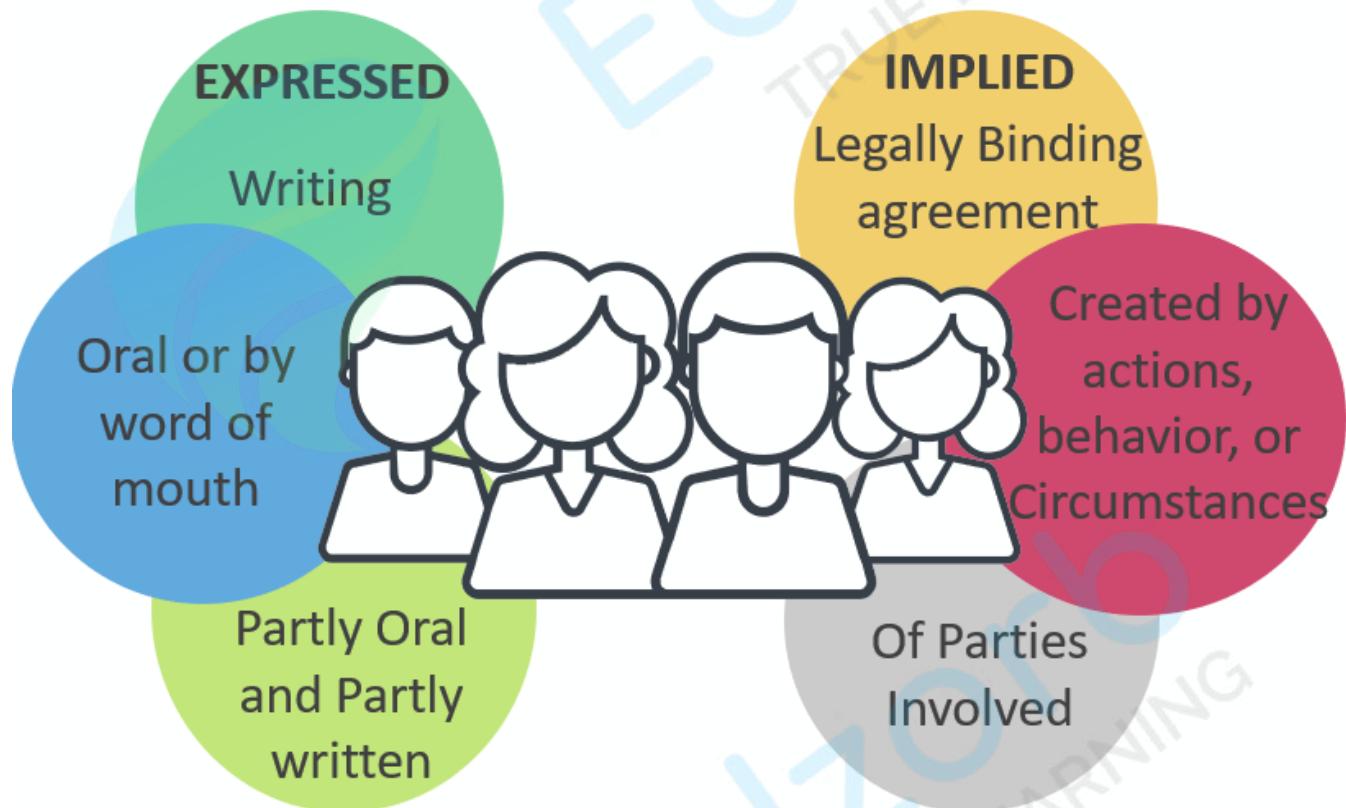


2. The contract may provide for **the immediate delivery** of the goods **or immediate payment** or otherwise provided in the Contract of Sale.



3. Subject to the provisions of any law for the **time being in force**, a contract of sale **may be made in expressed or implied** from the conduct of the parties.

### Contract for Sale



4. The transfer of possession and has to be voluntary and attainted without fraud or duress.

## ESSENTIALS OF VALID CONTRACT



Consensual  
Offer and  
Acceptance

Bilateral

Two parties i.e.  
Buyer and Seller

Cumulative

creates Rights and  
Liabilities for Both

## ❖ **Contract under statutory compulsion**

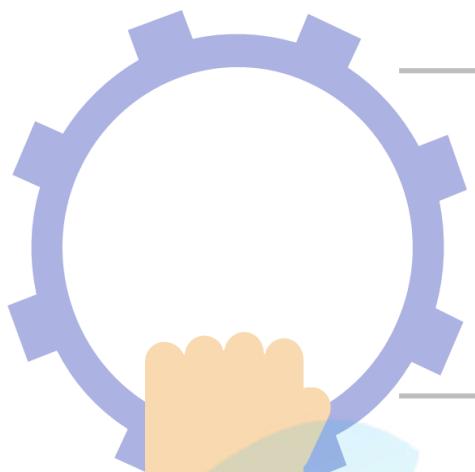
Sometimes a contract may not be entered into by the normal process of negotiation, but under a statutory compulsion.

### **Coffee Board Karnataka v Commissioner of Commercial Taxes** **(1988 AIR 1487)**

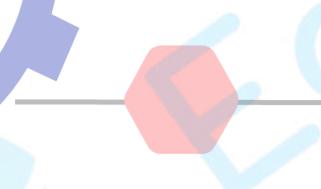
**Held:** The compulsory delivery of coffee by the coffee growers to the coffee board constitutes a sale and not compulsory acquisition, and the state can impose purchase tax on the same.



## Contract of sale may be made in any one of the following modes-



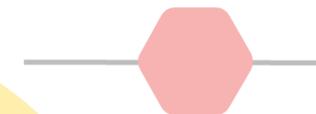
There may be immediate delivery of goods, but the price to be paid at some future date.



The price and delivery of goods may be agreed to be made in instalments.



There may be immediate payment of price, but the delivery to be made at some future date.



The price and delivery of goods may be postponed.



The price and delivery of goods may be postponed.



Immediate payment of price and the immediate delivery of goods.



**Note: No particular form is necessary for the making of a contract of sale.**

It may be in any form, e.g.- A contract of sale may be made-

- a. In writing, or
- b. By words,
- c. Partly in writing & partly by words of mouth,
- d. May be implied from the conduct of parties.

**However, if any particular form is prescribed by any law, then the contract of sale must be made in that particular mode.**



**Reference:** Sale of Goods Act, 1930

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## Free Mains Evaluation



Ques 1

~~\* rule 25  
Conveniens  
maxim  
vigilantibus  
non  
dominibus  
jura subvenient~~

Sec. 21(1) of Code of Civil Procedure provides that, no objection as to place of suing will be allowed by an appellate or revisional court unless following conditions are satisfied:

Court of first instance

1. The objection was taken at first instance in court
2. It was taken at earliest possible opportunity and in cases where issues are settled at or before settlement of issues; and
3. There has been consequent failure of justice

Ques 2.

~~\* provision  
vising  
Art. 169, 335,  
338, 340,  
341 & 342~~

Reservation of posts in government services is a broad and infamous subject. The basis of reservation was always to bring every class of people on equal footing mainly on financial and social aspects. So the basis and limit of reservation should still be the financial status as discrimination on caste and class level has been decreased but financial gap has been increased from past recent years.

\* Indira  
Sathyay  
case  
+ Balaji  
VS  
State of  
Uttar  
Pradesh  
9.

Ques 3

No, a re mandamus order cannot confer jurisdiction on the subordinate court when such court originally do not have such power. It is settled principle that no appellate court can confer jurisdiction on a subordinate court, however high appellate court may be as, jurisdiction of a court is determined by statute. In case of Venkatakrna v Angathayamal it is held that

(1)

2  
3



an appellate court remanding a case to an inferior court cannot confer jurisdiction on court if it inherently lacked the same.

Ques 4

A suit is of civil nature if the principal question therein relates to the determination of a civil right and its enforcement.

It is subject matter of suit which determines whether it is suit of civil nature or not.

In a suit in which right to property or to an office is contested whether it is of civil nature or not, what needs to be determined is whether it entirely depends on religious rites or ceremonies or not?

If its decision does not entirely depends on religious rites or ceremonies it is a suit of civil nature.

(i) Right to take out religious procession is a suit of civil nature

$\frac{115}{3}$

(ii) Right of Pardanashin lady to observe parda is a suit of civil nature

(iii) Right to franchise is a suit of civil nature

Ques 5

Doctrine of res judicata applies between co-defendant only if plaintiff claimed any relief and he cannot get his relief without trying and deciding a case between the co-defendants. However it has been

reiterated that requisite conditions should be fulfilled to apply principle of res judicata as between defendant and that are:



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## (b) Police officer's report after completing investigation

Police officers submits its report after completing investigation under sec 173 of code of Criminal procedure code. It is stated that every investigation should be completed without unnecessary delay. In case investigation relates to an offence under sec 321, 376 A, 376 B, 376 AB, 376 C, 376 D, 376 DD or 376 E of Indian Penal code it shall be completed within 2 months which shall be calculated from date of information was recorded by officer in charge of police station.

Such report shall be forwarded from officer in charge of police station to magistrate empowered to take cognizance of offence under sec 173(2) of IPC. Such report shall be in format or form as prescribed by state government.

It will contain following details

1. Nature of information
2. Name of the parties
3. Name of person acquainted with case
4. Offence which appears to have been committed
5. If so, by whom
6. Whether accused has been arrested
7. Whether released on bond or securities
8. Whether he has been forwarded in custody under sec 170
9. Medical report of a woman.

IPC or  
CrPC ?

According to sec-173(3) In case superior officer of police has been appointed under sec 158 and state government by order directs, then report shall be submitted through that officer.

While orders of magistrate are pending, such an officer may also direct officer in charge of police to make further investigation if required.

Whether  
the person  
has left  
the office  
or not  
is not  
the owner

(c) Doctrine of election with illustration  
Section 85 of Transfer of Property Act discusses the doctrine of election. It states that when a person / transferee in same transaction confers benefit on owner of property and to transferee, the owner is put to election either to accept benefit of transfer or refuse it.

Its essentials are - that transfer should be in same transaction  

- Benefit & burden must come from same transaction.
- benefit is directly given to owner

For example, ashwini proposes to transfer property of rohan ~~and~~<sup>to</sup> Divyansh and gives 10,000 to ~~husband~~<sup>wife</sup> of rohan. This is not case of direct benefit to rohan thus rohan has no duty to elect.

As stated benefit and transfer must be inseparable and interdependent.





(d) missing 9.

And in case person refuses to such transfer, he has to relinquish all the benefit so transferred and such benefits shall be reverted back to transferor or his representative

Such property is reverted back when

- transfer is gratuitous
- transfer has before election died or became incapable of fresh transfer
- In all cases where transfer is for consideration

Owner of property has choice either to elect by express mode or impliedly from contract.

Express election is final & conclusive in nature

In case where owner has full knowledge of circumstance and he being aware of his duty to elect accepts the benefit, it is implied that he has chosen in favour of transaction

But such owner has to signify his confirmation or dissent from transfer within 1 year after date of transfer.

There are certain exceptions to it -

# this doctrine is based on equity. If two rights are endowed on a person under any instrument in a manner that one right is more preferable than other, he is bound to elect on those only one of them.

This doctrine is based on maxim - qui approbat non reprobatur which means one cannot approve

Principle  
Cooper v/s  
Cooper  
Landmark  
Case of  
election

Show of  
hands  
rule

## Remarks:-

- ① Answer not in Answer format rather in notes format.
- ② Don't copy things from Internet.  
The answer on Internal & External aid are exact copy.
- ③ Missed out or left of Questions.
- ④ Next time copies won't be evaluated if they are not in Answer format.
- ⑤ Always mention the section no. on top (not at last).





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The Harvard Gazette: <https://news.harvard.edu/gazette/story/2017/05/visual-images-often-intrude-on-verbal-thinking-study-says/>

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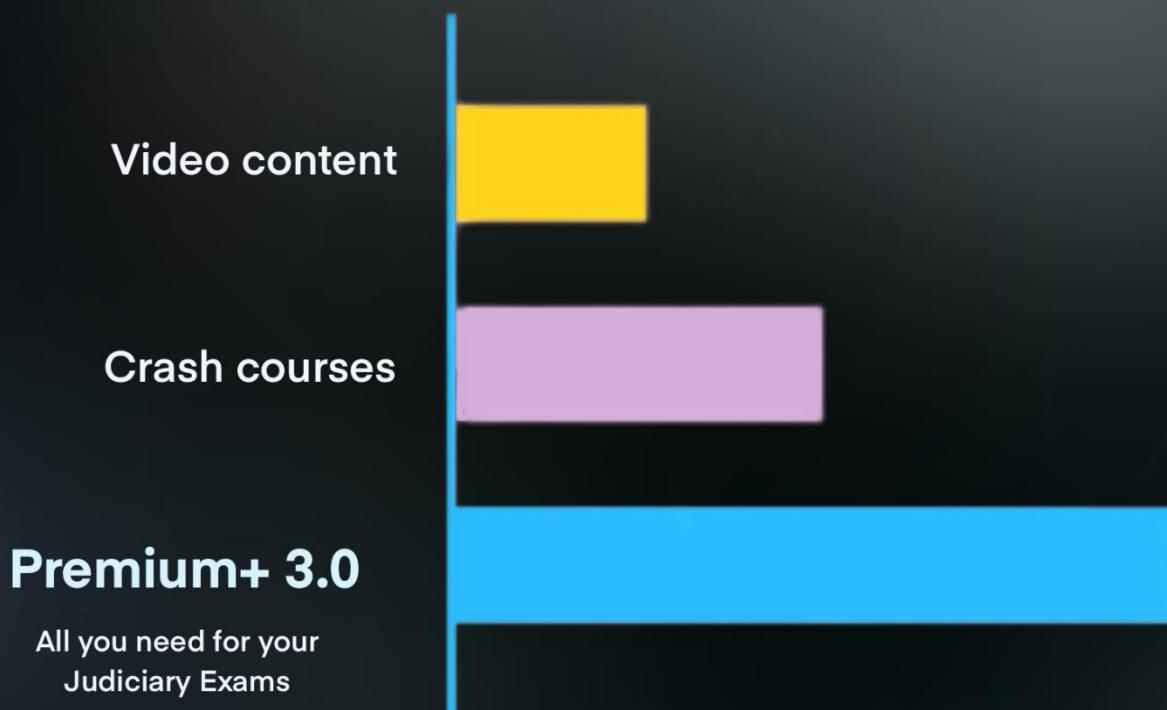
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## Section 12- Condition and warranty

### Conditions and Warranties [Sec 12(1)]

Statements that form an integral part of the contract are known as “**STIPULATIONS**”. A stipulation gives **rise to legal consequences**.



### Meaning of Condition [Sec.12(2)]-

- The **stipulation is essential** to the main purpose of a contract.
- The **breach of condition** gives the aggrieved party the **right to terminate the contract**.





- Calvin agreed to supply goods on 1st Sept. to Bela based on certain conditions.
- The non- fulfilment of above mentioned **can lead the contract to voidable**

## Meaning of warranty [Sec.12(3)]-

- warranty is a **stipulation which is collateral to the main purpose of the contract**, and
- The breach of which gives the aggrieved party a **right to claim damages** but not a right to reject goods and to terminate the contract.



- A man buys a particular Car which is warranted quite to ride and drive.
- If the Car turns out to be defective the buyer's only remedy is to claim damages, unless he has expressly reserved a right to return it.

## DIFFERENCE BETWEEN CONDITION & WARRANTY

Category	Condition	Warranty
<b>Meaning</b>	<ul style="list-style-type: none"> <li>Condition is a stipulation as to the main purpose of the contract.</li> </ul>	<ul style="list-style-type: none"> <li>Warranty is a stipulation collateral to the main purpose of the contract.</li> </ul>
<b>Section</b>	<ul style="list-style-type: none"> <li><b>Section 12(2)</b></li> </ul>	<ul style="list-style-type: none"> <li><b>Section 12(3)</b></li> </ul>
<b>Scope</b>	<ul style="list-style-type: none"> <li>Condition is a wider term.</li> </ul>	<ul style="list-style-type: none"> <li>Warranty is smaller and so its scope.</li> </ul>
<b>Consequences of breach</b>	<ul style="list-style-type: none"> <li>Breach of condition can repudiate the contract.</li> </ul>	<ul style="list-style-type: none"> <li>Breach of warranty does not repudiate the contract, at the most a claim for damages can be made.</li> </ul>
<b>Interchangeability</b>	<ul style="list-style-type: none"> <li>U/s 13(1) a buyer can opt to treat a condition as a warranty and have a recourse to a smaller remedy of claiming compensation only.</li> </ul>	<ul style="list-style-type: none"> <li>Warranty can never be treated as a condition.</li> </ul>

**Compulsory  
Interchangeability  
U/S 13(2)**

**U/S 13(2)** where the contract of sale is not severable (divisible) and the buyer has accepted part goods, the breach of condition is to be compulsorily treated as breach of warranty.

No such compulsion exists for a warranty to be treated as a condition.

**Reference:** Sale of Goods Act, 1930

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