

Unit 2

- ① Condition vs Warranty
- ② Implied Condition
- ③ Caveat Emptor

Sales of Goods Act

Unit 2 & 3 & 4

Stipulation → Representation (Condition) [12.1]

Time → Delivery (essence → implied) → Payment

12(1) → Contract of Sale → Stipulation

12(2) → Condition → Main → breach → Contract cancelled

12(3) → Warranty → Additional → breach → Only damages

12(4) → In a contract condition & warranty depends on the circumstances surrounding

Condition vs

- Main stipulation
- Repetitive the contract
- Condition can be converted to warranty
- Collateral stipulation
- Only damages
- Cannot be converted

Warranty

- W - Warranty by buyer (Self-Warranty)
- T - Implied by law (eg. Merchant)
- S - Non Exemptable in nature
- E - Created by the buyer (C → W)

Condition → Implied Condition

① Condition as to title

No one should sell something to which he is not the owner or (i) he does not have right to sell

② Sale by description

If sale has been made in time with descriptions of the goods → final product - comply with description

③ Sale by Sample

• Goods should comply with sample

• The seller should give reasonable time to compare goods

• Condition as to quality & fitness

• Rules on the title and Substantive of the action

• Buyer shall define his purpose

• Seller is in position of duty of same goods

④ Condition as to merchantability

Normal course of business selling goods

Subsidiary Condition as to wholesomeness - to eatables exclusively

Warranty Implied

① Warranty as to Unqualified Possession (12(1))

→ that the buyer shall have the right to enjoy quiet possession of his goods, if the use is disturbed he can sue the seller

② Warranty as to non-existence of encumbrance

When goods are transferred to another person they should not have a charge in favour of the third party.

③ Warranty as to quality or fitness by 12(4)

Usage of trade - Some circumstances which arise due to regular trading between buyer and seller (implied)

④ Disclosure as to Dangerous Nature of Goods

If seller is aware about the dangerous nature of his goods and knows that the buyer is ignorant he shall disclose the same.

Latent - let the buyer become

In the normal course of business seller cannot see the buyer, unknown goods he should be the buyer's responsibility to exercise careful selection

Exceptions - buyer will be protected and seller will be punished

all implied condition and all implied warranties are exceptions of Caveat Emptor

① Fitness for quality Purpose

② Sold by description

③ Condition as to Merchantability

④ Sale by Sample

⑤ Sample + description

⑥ Trade Usage

⑦ Seller Actually Conceals the defect - Seller's actual concealment

Passing of Property → Identification of Goods

Specific Goods (12(1))

Unascertain Goods (12)

Sale on Approval (14)

Retention of title of deposit (15)

Specific Goods

① Ownership transfer

② Goods should be deliverable

③ If not deliverable state bringing the same in deliverable state

Unascertain Goods

① Unqualified Possession

② Description

③ Deliverable state

④ Sale on Approval on return basis

① Approval money

② Expiry of time on reasonable time

③ He does something with goods (change)

⑤ Retention of title of deposit

① Seller must own goods or name of his agent

② Goods must be delivered to the buyer

③ Rule of Retention of title

① Goods should be delivered with the property

② Goods must be delivered to the buyer

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Rules regarding delivery

→ Buyer to Apply for delivery

→ Seller responsible to deliver

→ Offer and time of delivery to be at reasonable time

→ Expenses of delivery

→ Wrong quantity delivery

→ Determination on Time

① If wrong goods are delivered to the buyer, the buyer has the power to return the goods by refusing delivery

② If refusal of buyer is reasonable, seller will receive damages for any loss of goods

Unit 3 - Over

12.12

Unpaid seller - who has not received consideration for the goods sold by him

Goods

① Right of Lien

② Right of Stoppage in Transit

③ Right of Resale

④ Right of Retention

⑤ Right of Subrogation

⑥ Right of Redemption

⑦ Right of Recovery

⑧ Right of Return

⑨ Right of Refund

⑩ Right of Repurchase

⑪ Right of Redemption

⑫ Right of Recovery

⑬ Right of Return

⑭ Right of Refund

⑮ Right of Repurchase

⑯ Right of Redemption

⑰ Right of Recovery

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㊾ Right of Refund

㊿ Right of Repurchase

Rules of buyer

① Damage for Non delivery

② Suit for Specific Performance

③ Suit for breach of contract

④ Suit for breach of warranty

⑤ Suit for delivery - Buyer can also sue for delivery if price paid in advance.

SOGA Complete One Shot

Unit 2 Over