

UNIT - 2 SOGA, 1930

ii Sale by description [Section 15]: → pg. 3.31

→ The act, however, does not define 'description'.

(i) where the class or kind to which the goods belong has been specified, e.g. 'Egyptian cotton'; 'java sugar', etc., defining the category of goods.

(ii) where the goods have been described by certain characteristics essential to their identification, e.g. jute bales of specified shipment, steel of specific dimension, etc.

(v) Condition as to quality or fitness [Sec 16(1)]:
→ pg - 3.32

→ Points of conditions are not provided in Narkau Spiral, refer ICAI module.

(vi) Condition as to Merchantability [Sec 16(2)]:
→ pg - 3.33

→ Following pts. are not in Narkau Spiral.

There are two requirements for this condition to apply:

(a) Goods should be bought by description.

(b) The seller should be a dealer in goods of that description.

UNIT-4 SOGA

Right of re-sale [Sec. 54]: Pg - 3.80

(iii) where an unpaid seller who has exercised his right of lien or stoppage in transit resells the goods:

(iv) A re-sale by the seller where a right of re-sale is expressly reserved in a contract of sale:

(v) Where the property in goods has not passed to the buyer:

⇒ Refer above mentioned points from ICAI module in detail which are not there in spiral.

Pg - 109 - Nowkan Spiral:

4: Unpaid seller's right of with-holding delivery of goods: → Not given in module

Suit for specific performance [Sec - 58]:

pg - 3.83

→ conditions are missing in spiral

(a) This ^{remedy} contract is allowed by the court subject to these conditions:

(a) The contract must be for the sale of specific and ascertained goods.

(b) The power of the court to order specific performance is subject to provisions of specific relief act of 1963.

(c) It empowers the court to order specific performance where damages would not be an adequate remedy.

(d) It will be granted as remedy if goods are of special nature or are unique.