Unit 1 -

1. Definitions
2. Essentials of SOGA
3. Difference Sale vs ATS
4. Sale Compared with Others
5. 5 2 6 2 7 28 → Extra
6. Price

Unit-2

21

48NO

Sales of Good Act

COS
- A → Sale Contract
- C → Auction → ATS

4(4)

Kyun - Consumer cheating Protection

Kab - 1st July 1930

Kaha - Whole of India

(SOGA → ICA)

- ICA vs SOGA inconsistent SOGA ✓
- ICA = SOGA Both Comply
- SOGA (Indep) follow ICA

2(1) - Buyer - Buys (Sale) or Agrees to Buy (ATS)

2(12) - Seller - Sells or Agrees to Sell

2(7) - Goods → Include
- G - Growing Crops
- S - Stock & Shares
- T - Things attached to Land

Movable / Market able

(Not include) Actionable Claims, Money (Legal tender)

FOR

Essentials of Sale Contract

4(1) - COS define < TOW or agree to transfer Ownership Goods (movable)

4(2) - Absolute - (Loan)
Conditional - (Lone ex: long term)

4(3) - COS → Sale < TOW today / TOW later — Sale Contract / Agreement to Sale

4(4) - with the lapse of time transform Sale Contract (ATS)

① Contract - valid essentials (free consent, lawful consideration)

② Goods - Subject Matter < M + G&T (excluded A M)

③ Transfer of Ownership - Absolute / Conditional

④ Two Party 2(1)/2(12)

⑤ Price 2(10)

SOGA ← dispute

RP

⑤ How is Contract of Sale made?

Offer + Accept (Compulsory)
- Immediate delivery
- Payment (P) + D(D)
- P + D (P)
- D + D (D)
- P + D (Installment)

(Any of)

⑥ Existing Goods (Already Discussed)
- Specific Goods
- Unascertain
- Future

Sale Contract ATS

③ Goods damage
- Before Agreement (Risk on Seller)
- After Agreement (Risk on Buyer)

Subject Matter Goods ✗ → Impossibility → Void

Self Invoice expiry → Choose

⑧ Agreement to Sale — damage due to fault — After Agreement

Goods damages → Void → Impossibility

⑨ Price

Manner < Auction, Bargain

Contract → MRP

Dealing → Regular

MaCD

⑥ Existing goods - Available at the point of Sale

2(6) 6(2) 6(3)

- 2(14) Specific Goods - Identify + Agree
- Unascertain Goods - ATS only by description
- Ascertain Goods - when goods are identify after ATS

2(6) Future Goods - those goods which will be available with seller at a future date

6(3) Contingent Goods - The availability of goods with seller depends upon uncertain events.

Immediate Sale

Ownership	Today
Risk	Buyer
Liability	Loss of Buyer
Nature of Right	Jus in Rem
Nature of Contract	Executed
Resale	Seller cannot Resale

Seller: offered Assignee can receive price from buyer

Buyer: offered Assignee will have control over goods

Ring Economy ← ATS

Ownership	of a later date
Risk	Seller
Liability	Loss of Seller
Nature of Right	Jus in Personam
Nature of Contract	Executory
Resale	Seller can Resale

POV of Seller: Seller can execute contract (Seller)

Offered Assignee cannot do anything.

⑩ Valuation

BCCT (S) → void

KLB (D) → If Anyone

B — S — 3rd Party → decide price

3rd Party → Influence → void

B/S can sue the party default

2(5) - Delivery Voluntary transfer of Possession.

- Actual delivery - hand to hand / other form / buyer or his Agent
- Constructive delivery - No change of custody just it is in possession of a person in buyer behalf
- Symbolic delivery - where the Token in goods is transferred

Same → Drivers → Remain

Document of title
- Name Mention
- Railway - Railway Receipt
- Airplane - Airway Bill
- Ship - Bill of Lading

Owner, Possession, Right

2(8) - Mercantile agent → behalf in ordinary course of business goods or receives buy or sell

2(10) - Price - Goods → Money / Money + Goods / Goods ✗ (Barter)

2(6) - Property
- Specific Property - Only Partial Rights (Pledge)
- General Property - All rights of Use

R&R

Sale Steady P → Q

① Sale vs Hire Purchase

Sale
- TOW
- Buyer can Resale
- Buyer cannot Cancel Contract
- Transfer of title Yes

Hire Purchase
- TOP — Transfer of Possession
- Hire Pur cannot resale
- Hire Purchaser can cancel Contract
- No transfer of title.

Uber ← Hire Vendor (Seller)

Rido ← Hire Purchaser (Buyer)

Sale vs Bailment (income pending)

Sale
- TOW
- No Return Goods
- Money is compulsory

Bailment
- TP
- Bailee Shall return Goods
- Gratuitous or Non-gratuitous

Free

Item Supply - S
Service - L → Contract of Service SOGA ✗

Item - S
Service - S → Contract for Sale of Goods SOGA ✓

Asian Paints + Paints → Goods

COS → Paint

Unit 2

① Condition vs Warranty

② Implied — Condition ⑦ / Warranty ④

③ Caveat Emptor ⑪

Sales of Goods Act

Unit 2 & 3 & 4

21

21 25 LLP 6

Stipulation → Representation (Section) [21]

Time → Delivery (essence → important) / Payment

12(1) → Contract of Sale → Stipulation → Condition / Warranty

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

12(3) → Warranty → Additional Stipulation → breach → only damages

12(4) → In a contract whether stipulation is a condition or warranty depends on the circumstances

Condition — vs — Warranty

- Main Stipulation
- Repudiate the Contract
- Condition can be converted to warranty
- Collateral Stipulation
- Only damages
- Cannot be converted

damed Question

13

18 — ×C ×W → (W) Waiver by buyer (Ref - Voluntary)
(T) Impossible by law (eg. Alien Enemy)
(S) Non Severable in nature
C E (E) Elected by the buyer (C → W)

Condition → Implied Condition

① Condition as to title 14(a)
No one should sell something to which
(i) he is not the owner or
(ii) he does not have right to sell

② Sale by description 14(b)
If Sale has been made in time with description of the goods → final Product - Comply with description
failure → defect

③ Sale by Sample 17
(a) bulk should comply with sample
(b) the seller should give reasonable time to compare goods
(c) defect → unmerchantable (latent defect) which is only noticable after use

④ Sample as well as description — The good shall comply with both (S + D)

⑤ Condition as to quality & fitness 16(1)
(S) (a) Relies on the skill and Judgement of the seller
(P) (b) Buyer shall define his purpose
(D) (c) Seller is in regular dealing of same goods

⑥ Condition as to merchantability 16(2)
Description — Normal Course of business — Selling goods (Resale, Self use)
Subsidiary
(T) Condition as to wholesomeness — to eatables exclusively

Warranty Implied

① Warranty as to Undisturbed Possession 14(b)
→ That the buyer shall have the right to enjoy quite possession of his goods if for use is disturbed he can sue the seller

② Warranty as to non - existence of encumbrances 14(c)
(charge)

Indian Contract Act — Types of Basic Contract

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 16(3)
Usage of trade — Some warranties which arise due to so called trading between buyer and seller (unwritten) accepted
Not → Act → China

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.

Seller Silent | Silence will amount to Fraud IPC

Latin term → let the buyer beware

Caveat Emptor ⑯

In the normal course of business seller can sell to the buyer, whatever goods he pleases. it shall be the buyer's responsibility to make at correct selection

Exceptions — Buyer will be protected and seller will be penalised

All implied condition and all implied warranties are exceptions of Caveat emptor

① Fitness for quality Purpose
② Sale by description
③ Condition as to Merchantability
④ Sale by Sample
⑤ Sample + description
⑥ Trade Usage
⑦ Seller Actively Conceals the defect — Seller is aware about defect in goods and still actively conceals it.

⑨ ⑦ ② ④ ⑥ ③ 7/9

Unit 2

Oven

Passing of Property = Identification of Goods (14) + Ascertainment of Price (15)

- Specific Goods (20.2)
- Unascertain Goods (23)
- Sale on Approval (24)
- Reservation of title of disposal (25)

(Contract) T — (Contract) × C — (Commitment) C x

20 Specific Goods → Ownership transfer
(1) Goods should be deliverable state
(2) If not deliverable state bring the same in deliverable state

MRP Pricing

Weigh and decide price

23 Unascertain Goods

Not Imp — Description — Deliverable state — DUA — Unconditional Appropriation (Unconditional Transfer) — Actual — Assent

24 Sale on Approval or sale on basis
① Approval energy
② Doing of time or reasonable time
③ he does something with goods (pledge)

Sale for Cash or Refund — Cash Basis
— Further sale can only occur after buyer pays off the Seller

25 Reservation of Title of disposal
Two steps to which ownership is delayed
25(1) DOT to own name or name of NR Agent
25(2) BOL is attached along with DOT — Mark

26 Risk is Borne fate transferred with Property
Owner — Risk & Reward Favour
Provided: delay in delivery & caused due that the fault of any of the party.
Section 26: does not apply to a bailee

Rules regarding delivery
- → Buyer to Apply for delivery
- → Seller responsible to deliver
- → Offer and tender of delivery to be at reasonable time
- → Expenses of delivery
- → Wrong quantity delivery → over → Return Accepting; short → Accept but for rest; Mix → Return rest
- → Deterioration on Transit → to specify location → buyer is responsible

43 If wrong goods are delivered to the buyer the buyer has the power to return the goods by refusing delivery
44 If refusal of buyer is uncovered seller will recover damages for any loss of goods.

→ S

Unit 3 - Oven

12:12

Economics by CCG

Rights of buyer
① Damages for Non delivery
② Suit for Specific Performance (① Unique ② Specific ③ Specific — Allie Act Possible)
③ Suit for breach of contract
Relate with Implied Warranty → ④ Suit for breach for Warranty damages - diminishing price (Reduction)
⑤ Suit for Interest - Buyer can also sue for interest if price paid in advance.

Rights of Seller → Against Buyer
Suit for Price
Suit for Repudiation of Contract
Suit for Damages
Suit for Interest

Arc unit 3:20

SOGA Complete One Shot

64 64A

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

Goods — Ownership — Buyer
O - B, P - S — O - S, P - S
(1) (2)

Buyer
① Suit for Price
② Suit for Repudiation of Contract
④ Suit for damages
⑤ Suit for Interest

Anticipatory Breach

① Right of Lien — Retain Possession
3 — C - Contract → Cash a cheque; C - Credit Sale → Condition; I - Insolvent
IC

② Stoppage in Transit — Regain Possession
T - Transit; I - Insolvent; P - Price Unpaid
60

End
C → Delivery to Carrier
O → Buyer obtains possession
(LOW) (60) Waiver by seller

Transit End
① Delivery to Carrier or Buyer
② Interception by buyer
③ Delivery to buyer's carrier
④ Carrier refuses to accept delivery
⑤ Delivery of goods on a ship chartered by buyer

③ Right of Resale — Seller can resale if perishable without notice to buyer
(10) → 20 — Loss to Seller Cannot Recover
100 → 120 — Profit on Sale the Buyer will take

Stoppage in transit

Lien → Notice

Resale

Duration — Start — End

T - Transit; I - Insolvent; P - Price Unpaid

Reaches buyer; Reads the Agent

7/5/2025 Indore — 11/1/2025 — Kowaria — 01/1/2025 — 04/1/2025 Bihar — Insolvent

B1) Transit Indore

Very Angry ?

Resale

CP → 100 — M → S (Z 100)

with NI: RP 80, Loss 20 (Seller will recover from Manoj) — RP 140 (Profit 20) — [Seller will keep it]

w/o NI: RP 80, Loss 20 (Seller will bear the loss) — RP 120 (Profit 20) — [Buyer will take the profit]