



## SALE OF GOODS ACT, 1930 - DETAILED SECTIONS LIST

### CHAPTER I - PRELIMINARY

#### (Sections 1-3) Section 1 - Short Title, Extent & Commencement

Defines the Act's name, geographical coverage, and the date it came into effect.

#### Section 2 - Definitions

Provides meanings of key terms like buyer, seller, goods, price, delivery, mercantile agent, etc.

#### Section 3 - Application of Contract Act

States that principles of the Indian Contract Act apply unless inconsistent with SOGA.

## CHAPTER II - FORMATION OF CONTRACT (Sections 4-17)

#### Section 4 - Sale & Agreement to Sell

Explains difference: Sale = immediate transfer; Agreement = future transfer.

#### Section 5 - Contract of Sale

Can be written, oral or implied.

#### Section 6 - Existing & Future Goods

Goods may exist or may be manufactured/ acquired later.

#### Section 7 - Goods Perishing Before Contract

If goods perish before sale without knowledge ® contract void.



### Section 8 - Goods Perishing After Agreement

If goods perish after agreement without fault  $\circledast$  contract void.

### Section 9 - Price

May be fixed or determined by method, or left to be decided.

### Section 10 - Price by Third Party

Contract void if third party fails to fix price, unless goods delivered.

### Section 11 - Stipulations as to Time

Time of payment not essential unless agreed.

### Section 12 - Condition & Warranty

Condition = essential; Warranty = collateral.

### Section 13 - When Condition Becomes Warranty

Buyer may waive or treat condition as warranty.

### Section 14 - Implied Undertakings

Right to sell, quiet possession, free from charges.

### Section 15 - Sale by Description

Goods must match description provided.

### Section 16 - Quality or Fitness

No implied warranty unless buyer depends on seller's skill.



**Section 17 - Sale by Sample**

**Bulk must match sample shown.**

**CHAPTER III - EFFECTS OF THE CONTRACT**

**(Sections 18-30)**

**Section 18 - Goods Must Be Ascertained**

**Ownership passes only when goods identified.**

**Section 19 - Property When Intended**

**Depends on intention of parties.**

**Section 20 - Specific Goods in Deliverable State**

**Ownership passes immediately.**

**Section 21 - Not in Deliverable State**

**Ownership passes after seller makes goods deliverable.**

**Section 22 - Deliverable State with Price to be Ascertained**

**Ownership passes after weighing/measuring.**

**Section 23 - Unascertained Goods**

**Become property after unconditional appropriation.**

**Section 24 - Goods on Approval**

**Ownership passes when buyer approves or uses goods.**

**Section 25 - Reservation of Right**

**Seller may retain disposal rights until conditions fulfilled.**

**Section 26 - Risk**



**Risk follows ownership unless agreed.**

**Section 27 - Sale by Non-owner**

**Buyer gets no better title than seller.**

**Section 28 - Mercantile Agent**

**Valid if agent acts within authority.**

**Section 29 - Seller/Buyer in Possession**

**Protects innocent purchasers.**

**Section 30 - Voidable Title**

**Valid if sold before contract rescinded.**

**CHAPTER IV - PERFORMANCE (Sections 31-44)**

**Section 31 - Duties**

**Seller to deliver; buyer to accept and pay.**

**Section 32 - Payment & Delivery**

**Concurrent conditions.**

**Section 33 - Delivery**

**Transfer of possession willingly.**

**Section 34 - Part Delivery**

**Depends on intention.**

**Section 35 - Buyer Must Apply**

**Seller need not deliver unless asked.**



**Section 36 – Rules for Delivery**

**Time, place, manner as agreed.**

**Section 37 – Wrong Quantity**

**Buyer may reject or accept proportionately.**

**Section 38 – Instalment Delivery**

**Can reject if improper instalments.**

**Section 39 – Delivery to Carrier**

**Equivalent to delivery to buyer.**

**Section 40 – Risk in Transit**

**Risk remains with seller till delivery.**

**Section 41 – Examination**

**Buyer may inspect goods.**

**Section 42 – Acceptance**

**By approval or conduct.**

**Section 43 – Return of Rejected Goods**

**Buyer need not return but must notify.**

**Section 44 – Buyer's Neglect**

**Buyer must compensate seller.**

**CHAPTER V – RIGHTS OF UNPAID SELLER (Sections 45-54)**

**Section 45 – Unpaid Seller**



**Includes part-paid or negotiable instrument unpaid.**

**Section 46 - Rights**

**Lien, stoppage, resale.**

**Section 47 - Lien**

**Right to retain till payment.**

**Section 48 - Part Delivery**

**Lien depends on intention.**

**Section 49 - Termination of Lien**

**When buyer gets possession.**

**Section 50 - Stoppage**

**Stop goods if buyer insolvent.**

**Section 51 - Duration of Transit**

**Till goods reach buyer.**

**Section 52 - How Stoppage Done**

**Notice to carrier.**

**Section 53 - Resale**

**Allowed after notice.**

**Section 54 - Suit for Price**

**Seller may sue for price.**



## CHAPTER VI - SUITS FOR BREACH (Sections 55-61)

**Section 55 - Suit for Price**

**Allowed if property passed.**

**Section 56 - Damages for Non-acceptance**

**Buyer refuses ® seller gets damages.**

**Section 57 - Damages for Non-delivery**

**Seller refuses ® buyer gets damages.**

**Section 58 - Specific Performance**

**Court may order actual delivery.**

**Section 59 - Breach of Warranty**

**Buyer can claim damages.**

**Section 60 - Anticipatory Breach**

**One party refuses before due date.**

**Section 61 - Interest & Special Damages**

**Court may grant interest.**