



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 @ 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.