

NOTES ON

THE SALE OF GOODS ACT, 1930

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SALE AND AGREEMENT TO SELL: DEFINITION, ESSENTIAL FEATURES, AND FORMATION OF CONTRACT (SECTIONS 2-10)

Definition:

- The Sale of Goods Act, 1930, governs the provisions related to the sale and agreement to sell of goods in India.
- Section 4 of the Act defines a "contract of sale" as a contract in which the seller transfers or agrees to transfer the ownership of goods to the buyer for a price.
- Section 2(10) defines an "agreement to sell" as a contract where the transfer of ownership of goods is to take place at a future time or subject to certain conditions to be fulfilled.

Essential Features of a Contract of Sale:

- **Two Parties:** A contract of sale involves two parties, namely the seller (the person who transfers or agrees to transfer the ownership of goods) and the buyer (the person who buys or agrees to buy the goods).
- **Goods:** The subject matter of the contract must be existing or future goods. Goods refer to movable property, excluding actionable claims, money, and immovable property.
- **Transfer of Ownership:** The contract must involve the transfer or agreement to transfer the ownership of goods from the seller to the buyer.
- **Price:** There must be a price agreed upon by the parties. The consideration for the goods is usually in monetary terms, but it can also be in the form of barter or exchange.
- **Consent:** The contract must be entered into by the free consent of both parties, without any coercion, fraud, undue influence, or mistake.
- **Legal Capacity:** The parties involved in the contract must have the legal capacity to enter into a contract. They should not be disqualified by law, such as minors or persons of unsound mind.

Formation of Contract of Sale:

- **Offer and Acceptance:** The formation of a contract of sale requires a valid offer and its acceptance. The offer can be made by the seller or the buyer, and acceptance must be communicated to the offeror.
- **Intention to Transfer Ownership:** Both parties must have the intention to transfer or acquire the ownership of the goods. The agreement must clearly indicate when the ownership will pass from the seller to the buyer.
- **Price Determination:** The contract should contain a provision for determining the price of the goods. If the price is not fixed, it must be determined based on the method agreed upon in the contract or calculated according to a reasonable standard.
- **Terms and Conditions:** The contract may include specific terms and conditions regarding the quality, quantity, description, delivery, and payment of the goods. These terms can be express (explicitly mentioned) or implied (inferred from the circumstances).
- **Written or Oral Agreement:** A contract of sale can be made in writing, orally, or implied from the conduct of the parties. However, certain types of contracts, such as those involving goods worth a certain value or falling under specific statutes, may require written documentation or registration.

Risk and Title:

- **Risk:** In a contract of sale, the risk associated with the goods may pass from the seller to the buyer at a different time than the transfer of ownership. It depends on the terms of the contract, such as the delivery terms and agreement between the parties.
- **Title:** The transfer of ownership, also known as the transfer of title, occurs when the seller intends to transfer the ownership rights to the buyer. The time of transfer of title may differ based on the terms of the contract, such as whether it is a sale or an agreement to sell.

Breach and Remedies:

- **Breach of Contract:** If either party fails to fulfil their obligations as per the contract, it constitutes a breach. It could be a non-delivery, non-payment, or any other violation of the terms agreed upon.
- **Remedies:** The injured party has various remedies available in case of a breach of contract, such as:
- **Damages:** The party suffering the loss due to the breach may claim monetary compensation.
- **Specific Performance:** In certain circumstances, the court may order the defaulting party to perform the contract as agreed.
- **Repudiation:** The innocent party may treat the contract as repudiated if the other party has clearly shown an intention to not fulfil the contract.
- **Rescission:** The contract can be cancelled, and both parties can be restored to their original positions before entering the contract.
- **Lien:** The seller may retain possession of the goods until the buyer fulfils their payment obligations.

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CONDITIONS AND WARRANTIES (SECTIONS 11 TO 17 & 62)

Conditions and warranties are important terms that are often included in contracts of sale. The Sale of Goods Act, 1930, specifies provisions related to conditions and warranties in Sections 11 to 17 and Section 62. Let's explore these sections in detail:

Conditions (Sections 12 to 15):

- **Section 12** defines a condition as a stipulation essential to the main purpose of the contract, the breach of which gives the aggrieved party the right to treat the contract as repudiated.
- **Section 13** states that when a contract of sale is subject to any condition, the breach of that condition gives the injured party the right to reject the goods or treat the contract as repudiated.
- **Section 14** provides guidelines for determining whether a term is a condition or a warranty. It states that a stipulation may be a condition, even if it is called a warranty in the contract, depending on the importance attached to it by the parties.
- **Section 15** empowers the injured party to waive or elect to treat a breach of condition as a breach of warranty.

Warranties (Sections 12 to 15):

- **Section 12** defines a warranty as a stipulation collateral to the main purpose of the contract, the breach of which gives rise to a claim for damages but not the right to reject the goods and treat the contract as repudiated.
- **Section 13** states that when a contract of sale is subject to any warranty, the breach of that warranty only gives the injured party a right to claim damages.
- **Section 14** provides guidelines for determining whether a term is a condition or a warranty. It states that a stipulation may be a warranty, even if it is called a condition in the contract, depending on the importance attached to it by the parties.
- **Section 15** empowers the injured party to waive or elect to treat a breach of warranty as a breach of condition.

Implied Conditions and Warranties (Sections 16 & 17):

- **Section 16** deals with implied conditions as to the quality or fitness for a particular purpose of the goods. It states that unless otherwise agreed upon, there are certain conditions implied by law in a contract of sale.
- **Section 17** pertains to the implied warranties of title. It ensures that in a contract of sale, there is an implied warranty that the seller has the right to sell the goods, and the buyer will enjoy quiet possession of the goods.

Sale by Description (Section 15):

- **Section 15** applies to cases where the goods are sold by description, whether in writing or orally. It states that there is an implied condition that the goods will correspond with the description provided by the seller.

Sale by Sample (Section 17):

- **Section 17** applies to cases where the goods are sold by sample, whether the bulk of the goods corresponds with the sample. It states that there is an implied condition that the bulk will match the sample in quality.

Application of Sections 11 to 17 (Section 62):

- **Section 62** clarifies that Sections 11 to 17 of the Sale of Goods Act, 1930, apply to contracts for the sale of goods only and not to any other contracts.

In summary, conditions and warranties play a crucial role in contracts of sale. Conditions are essential stipulations, the breach of which allows the injured party to treat the contract as repudiated, while warranties are collateral stipulations that give rise to a claim for damages but not the right to reject the goods. The Act also provides for implied conditions and warranties, as well as specific provisions for sale by description and sale by sample. It's important to understand these provisions when entering into a contract of sale to protect the rights and interests of the parties involved.

EFFECT OF BREACH OF CONDITIONS AND WARRANTIES

WHEN CONDITION IS TO BE TREATED AS WARRANTY

EFFECTS OF CONTRACT

TRANSFER OF PROPERTY IN GOODS (SECTIONS 18 TO 25)

Breach of Conditions:

When a condition in a contract of sale is breached, the aggrieved party has the following rights:

- **Right to Repudiate the Contract:** The aggrieved party can treat the contract as repudiated, which means they can consider the contract terminated and claim damages for any losses suffered.
- **Right to Sue for Damages:** The aggrieved party can sue the party in breach for damages, seeking compensation for any loss or harm caused due to the breach.
- **Right to Refuse Goods:** The aggrieved party can reject the goods if they have not accepted them or have discovered the breach before acceptance.

Breach of Warranties:

When a warranty in a contract of sale is breached, the aggrieved party has the following rights:

- **Right to Sue for Damages:** The aggrieved party can sue the party in breach for damages, seeking compensation for any loss or harm caused due to the breach. However, they do not have the right to repudiate the contract or reject the goods.

When a Condition is to be Treated as a Warranty:

Section 13 of the Sale of Goods Act, 1930 provides guidance on when a condition is treated as a warranty. It states that when a contract of sale is subject to a condition, but the condition is not essential to the main purpose of the contract, and the breach of the condition can be compensated by damages, then the condition can be treated as a warranty. In such cases, the aggrieved party cannot repudiate the contract but can claim damages for the breach.

Effects of Contract:

The Sale of Goods Act, 1930, specifies certain effects of a contract of sale, including:

- **Transfer of Property:** The contract of sale transfers or agrees to transfer the ownership (property) of the goods from the seller to the buyer.
- **Passing of Risk:** The risk of any damage or loss to the goods passes from the seller to the buyer at a specific time, as agreed upon in the contract.
- **Performance of Contract:** The parties are bound to perform their respective obligations as per the terms and conditions of the contract.
- **Payment of Price:** The buyer is obligated to pay the agreed price for the goods, and the seller is entitled to receive the payment.
- **Delivery of Goods:** The seller is responsible for delivering the goods to the buyer, and the buyer is obligated to accept the goods.

Transfer of Property in Goods (Sections 18 to 25):

Sections 18 to 25 of the Sale of Goods Act, 1930, deal with the transfer of property (ownership) in goods. Some key provisions include:

- **Transfer of Ownership by Agreement:** Ownership of goods can be transferred from the seller to the buyer by agreement, as specified in the contract.
- **Specific Goods:** When specific or ascertained goods are sold, ownership is transferred to the buyer at the time when the parties intend it to be transferred.
- **Unascertained Goods:** When goods are not specific or ascertained at the time of the contract, ownership is transferred to the buyer when the goods are ascertained and the seller performs any necessary act to ascertain them.
- **Goods in a Deliverable State:** When goods are in a deliverable state, and the seller has to do something before delivery, ownership is transferred to the buyer when that act is done, and the buyer has notice of it.
- **Reservation of Right of Disposal:** The seller may reserve the right to dispose of the goods until certain conditions are fulfilled, such as payment of the price. In such cases, ownership is transferred to the buyer when the conditions are met.

- **Sale on Approval or Return:** When goods are delivered to the buyer on approval or return basis, ownership is transferred to the buyer when they signify their approval or acceptance of the goods or retain them beyond a specified time without returning them.

Risk Follows Property (Section 26)

- These provisions regarding breach of conditions and warranties, when a condition is treated as a warranty, effects of the contract, and transfer of property in goods provide the legal framework for the rights and obligations of the parties involved in a contract of sale.
- **Section 26** of the Sale of Goods Act, 1930, states the principle of "Risk Follows Property." According to this section, when the ownership (property) of the goods is transferred from the seller to the buyer, the risk associated with the goods also passes to the buyer.

Key points regarding the principle of "Risk Follows Property" under Section 26:

- **Transfer of Ownership:** The transfer of ownership in goods can occur at various times depending on the circumstances and terms of the contract. It may take place at the time of contract formation, delivery, or as specified in the agreement.
- **Risk Passage:** Once the ownership of goods is transferred to the buyer, the risk associated with the goods, such as damage, loss, or destruction, is borne by the buyer. The buyer becomes responsible for any subsequent harm or peril that may occur to the goods.
- **Importance of Ownership Transfer:** The principle of "Risk Follows Property" emphasizes that the transfer of ownership is a critical factor in determining the party who bears the risk. Until ownership is transferred, the seller retains the risk.
- **Allocation of Risk:** The principle helps allocate the risk between the parties in a contract of sale. It ensures that the party who has control and ownership of the goods also assumes the associated risks.
- **Contractual Modifications:** The parties have the freedom to modify the allocation of risk through specific provisions in their contract. They may agree to different

terms regarding the passage of risk, deviating from the default principle stated in Section 26.

- **Need for Insurance:** As the risk transfers to the buyer upon ownership transfer, it is advisable for buyers to consider obtaining appropriate insurance coverage to protect against any potential loss, damage, or liability associated with the goods.

The principle of "Risk Follows Property" under Section 26 serves as a fundamental aspect of contract law, ensuring that the party who owns the goods also bears the associated risks. However, it is essential to review the specific terms and conditions of the contract to determine the precise allocation of risk between the buyer and seller.

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TRANSFER OF TITLE (SECTIONS 27 TO 30)

Sections 27 to 30 of the Sale of Goods Act, 1930, deal with the transfer of title (ownership) in goods. These sections outline the rules and circumstances under which the title to goods is transferred from the seller to the buyer. Let's examine these sections in more detail:

Section 27 - Sale by a Non-owner:

This section states that when goods are sold by a person who is not the owner of the goods, and the buyer is not aware of the seller's lack of ownership, the buyer acquires a good title to the goods, provided they purchase them in good faith and without notice of any defect in the seller's title.

Section 28 - Sale by One of Joint Owners:

When there are multiple joint owners of goods, and one of them has sole possession of the goods with the permission of the co-owners, the property (ownership) in the goods is transferred to any person who buys the goods from that joint owner in good faith and without notice of the seller's lack of authority to sell. In such cases, the buyer acquires a good title to the goods.

Section 29 - Sale by Person in Possession under Voidable Contract:

If the seller of goods has obtained possession of the goods under a contract that is voidable under Section 19 or Section 19A of the Indian Contract Act, 1872, but the contract has not been rescinded at the time of the sale, the buyer acquires a good title to the goods if they purchase them in good faith and without notice of any defect in the seller's title.

Section 30 - Seller or Buyer in Possession after Sale:

This section applies to situations where a person who has sold goods or agreed to buy goods continues to be in possession of the goods or the documents of title to the goods. In such cases:

- If the seller, or a mercantile agent acting on their behalf, delivers or transfers the goods or documents of title to the goods to another person in good faith and without notice of any previous sale, pledge, or other disposition, the delivery or transfer is considered valid. The person receiving the goods or documents of title acquires a good title to the goods as if the person making the delivery or transfer had the express authorization of the owner of the goods.
- If the buyer, with the consent of the seller, obtains possession of the goods or the documents of title to the goods and subsequently delivers or transfers them to another person in good faith and without notice of any lien or other right of the original seller, the delivery or transfer is considered valid. The person receiving the goods or documents of title is not affected by any lien or right of the original seller and can acquire a good title to the goods.

These sections aim to protect the interests of buyers who purchase goods in good faith and without notice of any defects or lack of authority of the seller. They provide guidelines regarding the transfer of title in specific circumstances, ensuring that innocent buyers obtain a good title to the goods, even if there are issues with the seller's ownership or authority to sell.

These provisions govern the transfer of title in various situations, ensuring that a buyer who purchases goods in good faith and without notice of any defect in the seller's title obtains a good title to the goods. However, it's important to note that these provisions are subject to other applicable laws and legal principles, such as those related to fraud, theft, or the rights of true owners. Therefore, it is advisable for buyers to exercise due diligence and obtain appropriate legal advice to ensure the validity of the title when entering into a contract of sale.

PERFORMANCE OF CONTRACT OF SALE OF GOODS (31- 44)

The Sale of Goods Act, 1930, outlines the provisions regarding the performance of a contract of sale of goods. Let's go through the key sections:

Duties of Seller and Buyer:

31. Duty of Seller and Buyer:

The seller has the duty to deliver the goods, and the buyer has the duty to accept and pay for them, in accordance with the terms of the contract.

32. Concurrent Conditions of Payment and Delivery:

Payment of the price and delivery of the goods are considered concurrent conditions, unless otherwise agreed. This means that the seller must be ready to give possession of the goods in exchange for the price, and the buyer must be ready to pay the price in exchange for possession of the goods.

Delivery and Rules Relating to Delivery:

33. Modes of Delivery:

Delivery of goods can be made by any means agreed upon by the parties or any act that puts the goods in the possession of the buyer or a person authorized to hold them on behalf of the buyer.

34. Part Delivery:

The delivery of part of the goods, in the process of delivering the whole, has the same effect as the delivery of the entire goods. However, if part of the goods is delivered with the intention of severing it from the rest, it does not operate as a delivery of the remaining goods.

35. Buyer's Application for Delivery:

Unless otherwise agreed, the seller is not obligated to deliver the goods until the buyer applies for delivery.

36. Rules for Delivery:

- The question of whether the buyer should take possession of the goods or the seller should send them to the buyer depends on the contract. If no specific agreement exists, the goods sold should be delivered at the place where they are at the time of the sale, while goods agreed to be sold should be delivered at the place of agreement or, if not in existence, at the place of manufacturing or production.
- If the seller is bound to send the goods to the buyer but no specific time is mentioned, the seller must send them within a reasonable time.
- If the goods are in the possession of a third person at the time of sale, there is no delivery by the seller to the buyer unless the third person acknowledges holding the goods on the buyer's behalf.
- Demand or tender of delivery must be made at a reasonable hour.
- The expenses incurred in putting the goods into a deliverable state are borne by the seller, unless otherwise agreed.

37. Delivery of Wrong Quantity:

- If the seller delivers a quantity of goods that is less than the contracted quantity, the buyer may reject them. However, if the buyer accepts the delivered goods, they must pay for them at the contract rate.
- If the seller delivers a quantity of goods larger than the contracted quantity, the buyer may accept the goods included in the contract and reject the rest, or reject the entire delivery.
- If the seller delivers goods of a different description, not included in the contract, mixed with the contracted goods, the buyer may accept the conforming goods and reject the rest, or reject the entire delivery.
- These provisions are subject to any usage of trade, special agreement, or course of dealing between the parties.

38. Instalment Deliveries:

The buyer is not obligated to accept delivery of goods by instalments unless otherwise agreed. If there is a contract for the sale of goods to be delivered in instalments, and there is a breach in the delivery of one or more instalments, it depends on the terms of the contract and circumstances whether it amounts to a repudiation of the whole contract or a severable breach giving rise to a claim for compensation.

39. Delivery to Carrier or Wharfinger:

- If the seller is authorized or required to send the goods to the buyer, delivery of the goods to a carrier (named by the buyer or not) for transmission to the buyer, or to a wharfinger for safe custody, is deemed to be a delivery to the buyer.
- If the seller fails to make a reasonable contract with the carrier or wharfinger on behalf of the buyer, and the goods are lost or damaged during transit or while in the custody of the wharfinger, the buyer may decline to consider the delivery as made or hold the seller responsible for damages.
- When goods are sent by the seller via sea transit, where it is customary to insure them, the seller must give notice to the buyer to enable them to insure the goods during the transit. Failure to do so makes the goods at the seller's risk during sea transit.

40. Risk in Distant Delivery:

If the seller agrees to deliver the goods at a place other than the place of sale, the buyer bears any risk of deterioration in the goods that naturally occurs during transit.

41. Buyer's Right to Examine Goods:

If the buyer receives goods without previous examination, they are not deemed to have accepted them until they have had a reasonable opportunity to examine them for conformity with the contract.

The seller, upon request, must provide the buyer with a reasonable opportunity to examine the goods upon tendering delivery.

42. Acceptance:

The buyer is considered to have accepted the goods when they notify the seller of acceptance, perform an act inconsistent with the seller's ownership, or retain the goods for an unreasonable period without notifying the seller of rejection.

43. Buyer's Refusal to Accept Goods:

If the buyer refuses to accept goods that are delivered and they have the right to do so, they are not obligated to return the goods to the seller. It is sufficient for the buyer to notify the seller of the refusal.

44. Liability of Buyer for Neglecting or Refusing Delivery:

If the seller is ready and willing to deliver the goods and requests the buyer to take delivery, but the buyer neglects or refuses to do so within a reasonable time, the buyer is liable to the seller for any loss caused by the neglect or refusal. The buyer is also responsible for a reasonable charge for the care and custody of the goods.

However, this section does not affect the seller's rights if the buyer's neglect or refusal amounts to a repudiation of the contract.

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RIGHTS OF UNPAID SELLER AGAINST THE GOODS (SECTION 45 TO 54)

45. "Unpaid seller" defined:

- The seller of goods is considered an "unpaid seller" under the Sale of Goods Act in two situations:
 - When the entire price of the goods has not been paid or tendered.
 - When a bill of exchange or other negotiable instrument has been received as conditional payment, but the condition has not been fulfilled due to the dishonor of the instrument or other reasons.
- The term "seller" in this context includes anyone who is in the position of a seller, such as an agent of the seller to whom the bill of lading has been endorsed, a consignor, or an agent who has paid the price or is directly responsible for it.

46. Rights of unpaid seller:

- Despite the property in the goods passing to the buyer, the unpaid seller of goods has certain implied rights under the law:
 - The seller has a lien on the goods for the price while in possession of them.
 - In case the buyer becomes insolvent, the seller has the right to stop the goods in transit after parting with possession of them.
 - The seller has the right of re-sale, subject to certain limitations specified in the Act.

47. Unpaid seller's lien:

- Seller's lien:
 - The unpaid seller of goods who is in possession of the goods has the right to retain possession until payment or tender of the price in the following cases:
 - When the goods have been sold without any stipulation as to credit.
 - When the goods have been sold on credit, but the credit period has expired.
 - When the buyer becomes insolvent.
 - The seller can exercise the right of lien even if they are in possession of the goods as an agent or bailee for the buyer.

48. Part delivery:

If an unpaid seller has made part delivery of the goods, they may exercise their right of lien on the remainder, unless the circumstances indicate an agreement to waive the lien.

49. Termination of lien:

- The unpaid seller loses their lien on the goods in the following situations:
 - When they deliver the goods to a carrier or bailee for transmission to the buyer without reserving the right of disposal.
 - When the buyer or their agent lawfully obtains possession of the goods.
 - By waiving the lien.
- Obtaining a decree for the price of the goods does not cause the unpaid seller to lose their lien.

50. Stoppage in transit:

- Right of stoppage in transit:

When the buyer becomes insolvent, the unpaid seller who has parted with possession of the goods has the right to stop the goods in transit. This means they can resume possession and retain the goods until payment or tender of the price.

51. Duration of transit:

- Goods are considered to be in transit from the time they are delivered to a carrier or bailee for transmission to the buyer until the buyer or their agent takes delivery from the carrier or bailee.
- The transit ends if the buyer or their agent takes delivery before the goods reach the destination or if the carrier or bailee acknowledges holding the goods on behalf of the buyer after the goods arrive at the destination.
- If the buyer rejects the goods and the carrier or bailee continues to hold them, the transit is not deemed to be at an end.
- In the case of goods delivered to a ship chartered by the buyer, the nature of possession depends on the circumstances.
- If the carrier or bailee wrongfully refuses to deliver the goods to the buyer or their agent, the transit is considered to be at an end.
- If part delivery has been made, the remainder of the goods may be stopped in transit unless the circumstances indicate an agreement to give up possession of the whole.

52. How stoppage in transit is effected:

- The unpaid seller can exercise the right of stoppage in transit by either taking actual possession of the goods or by giving notice of their claim to the carrier or bailee in possession of the goods.
- The notice can be given to the person in actual possession or to their principal. If given to the principal, it must be communicated to the servant or agent of the principal in a timely manner to prevent delivery to the buyer.
- If notice is given to the carrier or bailee, they must redeliver the goods to the seller, and the expenses of redelivery are borne by the seller.

53. Transfer by buyer and seller:

Effect of sub-sale or pledge by buyer:

- The unpaid seller's right of lien or stoppage in transit is generally not affected by any sale or other disposition of the goods made by the buyer, unless the seller has assented to it.
- If a document of title to the goods has been issued or transferred to a person who takes it in good faith and for consideration, the unpaid seller's right of lien or stoppage in transit is defeated in the case of a sale. However, if the transfer is by way of pledge or disposition for value, the unpaid seller's right is subject to the rights of the transferee.

54. Sale not generally rescinded by lien or stoppage in transit:

- The exercise of the unpaid seller's right of lien or stoppage in transit does not automatically rescind the contract of sale.
- If the goods are perishable or the seller gives notice of intention to resell, and the buyer fails to pay or tender the price within a reasonable time, the seller may resell the goods and claim damages from the original buyer. The buyer is not entitled to any profit on the resale unless notice was not given.
- If the unpaid seller resells the goods, the buyer of the goods acquires a good title against the original buyer, even if no notice of the resale was given.
- If the seller explicitly reserves the right to resell in case of default by the buyer and resells the goods, the original contract of sale is rescinded, but the seller can still claim damages.

SUITS FOR BREACH OF CONTRACT (SECTION 55 TO 61)

SALE BY AUCTION (SECTION 64)

Section 55 to 61 of the Sale of Goods Act deal with the remedies available to the parties in case of a breach of contract in the sale of goods. Here's a brief explanation of each section:

55. Remedies of the seller:

If the buyer breaches the contract, the seller may sue the buyer for damages for non-acceptance of the goods.

56. Damages for non-acceptance:

The seller is entitled to claim damages from the buyer if the buyer wrongfully refuses to accept the goods or fails to pay the price.

57. Specific performance:

The seller may seek a court order for specific performance if the goods are unique or in cases where damages are not an adequate remedy.

58. Damages for non-delivery:

If the seller breaches the contract by failing to deliver the goods, the buyer may claim damages for non-delivery.

59. Specific performance by the seller:

The buyer may seek specific performance if the goods are unique or in cases where damages are not an adequate remedy for non-delivery.

60. Repudiation of contract before due date:

If either the buyer or the seller repudiates the contract before the agreed-upon date for performance, the innocent party may treat the contract as breached and sue for damages.

61. Interest payable on the price:

If the buyer fails to pay the price on the due date, the seller may claim interest on the outstanding amount.

Sale by Auction (Section 64):

Section 64 of the Sale of Goods Act specifically deals with sales by auction. It provides the following provisions:

In a sale by auction:

- (a) The auctioneer may withdraw the goods at any time before the fall of the auctioneer's hammer.
- (b) The auctioneer may also place a bid on behalf of the seller, unless this practice is expressly prohibited.
- (c) The sale is complete when the auctioneer announces its completion by the fall of the hammer or in any other customary manner.

These provisions govern the specific aspects of sales conducted through auctions and the authority and actions of the auctioneer.

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