

LAW OF SALE OF GOODS (7th ed., 2011) by Avtar Singh. Eastern Book Company Publishing (P) Ltd., 34-A, Lalbagh, Lucknow-226001. Pp. xviii+312. Price Rs. 275/-.

THE LAW relating to the sale of goods appertains mainly to the mercantile transactions. The passage of time revealed deficiencies in the suitability of rules embodied in the Indian Contract Act, 1872 for the needs which they were intended to meet and the removal of these deficiencies became necessary in order to keep the law abreast of the developments of modern business relations. There can be no doubt that during the last half-century, conditions in this country relating to trade and business have undergone material change. Methods of business have largely altered and new relations have emerged between man and man. In dealing with these relations, it has become necessary to give recognition to new principles.¹ Developments in the mercantile relations paved the way for the enactment of the Sale of Goods Act, 1930 which had replaced sections 76-123 originally contained in chapter VII of the Indian Contract Act, 1872. The said Act came into force on 1st July, 1930 and extends to whole of India except the State of Jammu and Kashmir.²

With 10 chapters, one appendix and an exhaustive subject index, the author has come out with a brilliant 7th edition of the book³ under review. Chapterization of the book is in accordance with the need and demand of the subject. Chapter 1 containing preliminary matters has been devoted to definition clause. The author appears to be choosy while elaborating definitions. The chapter is, however, abreast with latest case law.

Section 4 of the Act is axis of the entire law on the sale of goods and the rest of the provisions move around it such as the formalities of the contract, effects arising out of section 4, rights and duties, *etc.* The author has rightly divided this part of legislation into two chapters, namely

1. Statement of Object and Reasons of the Sale of Goods Act, 1930.

2. The Sale of Goods Act, 1930, s. 1.

3. Avtar Singh, *Law of Sale of Goods* (7th ed., 2011).

“Formation of Contract” (sections 4 to 10) in one head and “Conditions and Warranties” (sections 11 to 17) into another. A qualitative discussion has been undertaken on the essentials of the sale of goods (as the said enactment deals with only movable property), difference between sale and agreement to sell, sale and hire-purchase, contract of sale and contract of agency, *etc.* Comparative discussion on sale and hire-purchase appears something special and draws attention of the reader. The author has made meticulous effort in reviewing cases from the very basic case of *Helby v. Mathews*⁴ to *Jay Bharat Credit & Investment & Investment Co. Ltd. v CST*.⁵

Conditions and warranties have rightly been distinguished by the author in succeeding chapter 3 as the former is a stipulation to the main purpose of the contract, while latter is collateral stipulation to the main purpose of the same contract. The doctrine of “*caveat emptor*” and its exceptions have been explained at length with the help of Indian and English views along with cases. Apart from that, qualitative and exhaustive discussion on condition and warranty, implied condition to be treated as warranty, sale by description and sale by sample enhances the quality of the book.

The first half of chapter 4 of the book deals with effects of the contract of sale of goods, *i.e.* “transfer of property between seller and buyer”. Issues like transfer of property as between seller and buyer on ascertained goods and specific goods, transfer of risks (section 26) have been given due weightage. This chapter runs according to the scheme of the Act with relevant case law and comparative study of English law. The second half of the chapter deals with effects of contract of sale including the principle of *nemo dat quod non habet*. The entire chapter 5 has been devoted to this principle with the title “Transfer of Title”. Sections 26-30 of the Sale of Goods Act have been discussed in this head in the light of the provisions of the Contract Act, 1872 and various English and Indian cases.

After the formation and effect, the next pearl in the garland of the contract of sale of goods is performance of the contract which has been placed as chapter 6 in the book. The duties of seller and buyer and various other consequential issues containing sections 31-44 have been analyzed under this head. The author has given special attention while discussing the provisions related to sea transit under section 39 and the

4. 1895 AC 471.

5. AIR 2000 SC 2860.

qualitative discussions on FOB, CIF and ex-ship sales make the book more useful for the students of mercantile law.

The definition and rights of unpaid seller like lien, stoppage in transit, *etc.* have been elaborated under chapter 7. The suits for breach of contract are discussed in chapter 8 which runs as per the scheme of the Act. Chapter 9 stands for miscellaneous provisions like exclusion of implied terms and conditions, auction sale and its concept and essentials, incidence of taxation, *etc.* Chapter 10 briefly discusses the Hire-Purchase Act, 1972 though now repealed.⁶ The Consumer Protection Act, 1986 has rightly been given as addenda in the book. It reflects the vision of the author that the law of sale of goods is one of the techniques of consumer protection.

As a whole, the book is a qualitative contribution to the literature on the Sales of Goods Act. It is abreast of latest foreign and Indian case law. The provisions have been discussed comparatively in the light of English legislation and case law on this subject. The legal issues related to latest developments in technology have been handled well in brief. The approach of the author is novel and practical to help the law students and professionals. The exhaustive headings and sub-headings, subject index at the end of the book and table of cases (up to 2010) enhance the quality and usefulness of the book. The table of abbreviations would have been useful. The printing, cover and price of the book are attractive.

Finally, the author deserves the credit for bringing out a qualitative work on the law of sale of goods

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6. Repealed by Act 31 of 2005. The author has wrongly stated it as 'unenforced'.

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