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DHAWAN

Sale of Goods Act, 1930

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Business
Laws

Performance of Contract of Sale of Goods

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In a Contract of Sale of Goods, it is the obligation of the Seller to ~~do~~ deliver the goods to the Buyer and it is the obligation of the Buyer to pay the price.

The seller can give the delivery in any of the following 3 ways:-

① Actual delivery = When the goods are physically (actually) handed over by seller to buyer.

② Symbolic Delivery = When the goods are not physically handed over to the Buyer but the means of getting possession of the goods is given to the Buyer. It is called symbolic delivery. Example - Giving the key of Godown where goods are lying.

③ Constructive Delivery = Where the goods are in possession of some third party and that party confirms the goods are now with him on behalf of Buyer instead of seller, It is called constructive delivery.

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Rules regarding Delivery of Goods =

- ① Delivery and Payment Concurrent = If nothing else is agreed between Buyer and Seller then the delivery of goods and payment of price has to be simultaneous.
- ② Buyer to apply for delivery = If nothing contrary agreed upon the Buyer will have to demand delivery from seller.
- ③ Place of Delivery = If nothing contrary is agreed upon the buyer is bound to take the delivery of goods from the place where the goods were at the time of sale or agreement to sell (as the case maybe) and from the place of manufacture of the goods are to be made, manufactured or produced.
- ④ Time of Delivery of Goods = The seller must deliver the goods to the Buyer within the time agreed upon and if nothing is agreed upon then delivery must be made within a reasonable time. The delivery must be given during working hours on a work day.

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⑤ Expenses of delivery = In the absence of Contract to Contrary the expenses made in putting the goods in a deliverable state are to be borne by the Seller and later expenses are to be borne by the Buyer.

⑥ Part delivery = If no Contract to contrary exists, the Buyer can refuse to accept part delivery of the goods.

⑦ Delivery of wrong Quantity =

a) Short delivery = If goods delivered are less than agreed upon, the Buyer can refuse to accept the goods or the Buyer can accept the short delivery. If the Buyer accepts the short delivery, he is bound to pay the price of actual goods delivered at contracted price.

b) Excess delivery = If the ^{quantity of} goods delivered is more than contracted then Buyer can either reject all the goods or can accept the contracted quantity and reject the excess or can accept all the goods. If the Buyer accepts excess goods also

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then the Buyer will have to pay for them at the Contracted Price.

⑧ Delivery of goods mixed with goods not Contracted upon = If the seller delivers the goods Contracted upon as well as other goods not Contracted upon then Buyer can either reject all the goods or can accept the Contracted goods and reject the remaining goods.

⑨ Delivery in Instalments = Unless agreed upon between the Buyer and seller, the Buyer is not bound to accept the delivery of goods in instalments.

⑩ Delivery to Carrier = For transmission of goods to the place of Buyer shall mean delivery to the Buyer.

When offered delivery, it is the duty of the Buyer to accept delivery and pay the price of the goods. If the Buyer fails to do so then he shall be liable to pay damages and expenses arising out of his refusal to accept delivery.