

Here are some important sections of the Sale of Goods Act, 1930, that are relevant for judicial exams:

1. *Section 2(7)*: Definition of “goods” – includes every kind of movable property.
2. *Section 4*^{*}: Sale and agreement to sell – distinguishes between a sale and an agreement to sell.
3. *Section 5*^{*}: Contract of sale how made – outlines the requirements for a valid contract of sale.
4. *Section 6*^{*}: Existing or future goods – defines existing and future goods.
5. *Section 8*^{*}: Ascertainment of price – outlines how the price of goods is determined.
6. *Section 10*^{*}: Stipulations as to time – outlines the importance of time in contracts of sale.
7. *Section 12-17*^{*}: Conditions and warranties – outlines the implied conditions and warranties in a contract of sale.
8. *Section 18*^{*}: Implied conditions as to quality or fitness – outlines the implied conditions regarding the quality or fitness of goods.
9. *Section 19-23*^{*}: Transfer of ownership – outlines when ownership is transferred from the seller to the buyer.
10. *Section 31-44*^{*}: Rights and duties of buyer and seller – outlines the rights and duties of both parties in a contract of sale.
11. *Section 45-54*^{*}: Remedies for breach of contract – outlines the remedies available to the buyer and seller in case of breach of contract.

Some key concepts to focus on:

- Conditions and warranties
- Implied conditions and warranties
- Transfer of ownership
- Rights and duties of buyer and seller

- Remedies for breach of contract

It's essential to understand the nuances of each section and how they apply to different scenarios. Practicing case laws and hypothetical situations can help reinforce your understanding of the Sale of Goods Act, 1930.

Here are some potential questions related to the Sale of Goods Act that could be asked in RJS, HJS, and DJS exams:

RJS (Rajasthan Judiciary Services) Exam:

- *Section 2(7) of the Sale of Goods Act*: Definition of "goods" and its implications.
- *Conditions and warranties*: Distinction between conditions and warranties, and the consequences of breach.
- *Transfer of ownership*: Rules regarding transfer of ownership in a sale transaction.
- *Rights of an unpaid seller*: Rights of an unpaid seller, including lien on goods, stoppage in transit, and resale.

HJS (Haryana Judiciary Services) Exam:

- *Implied conditions and warranties*: Implied conditions and warranties in a contract of sale, including those related to quality, fitness, and description.
- *Doctrine of caveat emptor*: Doctrine of caveat emptor, its exceptions, and its application in Indian law.
- *Sale and agreement to sell*: Distinction between a sale and an agreement to sell.
- *Remedies for breach of contract*: Remedies available to the buyer and seller in case of breach of contract.

DJS (Delhi Judiciary Services) Exam:

- *Specific performance of contract*: Specific performance of a contract of sale, including the rules regarding specific goods and ascertained goods.
- *Auction sales*: Rules regarding auction sales, including the rights and duties of the buyer and seller.
- *Liability for defects*: Liability of the seller for defects in goods, including the rules regarding implied warranties.
- *Payment and delivery*: Rules regarding payment and delivery of goods in a sale transaction.

Some notable cases that could be relevant for these exams include:

- *H. Anraj v. Government of Tamil Nadu*: A case that held that lottery tickets are goods and not actionable claims.
- Union of India v. R.C. Jall: A case that discussed the principles of specific performance of a contract.

It's essential to study the Sale of Goods Act thoroughly and practice case laws and hypothetical situations to prepare for these exams.

Here are some important sections of the Sale of Goods Act, 1930, along with details and previous judicial exam questions:

Key Sections

- *Section 2(7)*: Defines “goods” as every kind of movable property.
- *Section 4*: Distinguishes between sale and agreement to sell, defining both terms.

- *Section 5*: Outlines the requirements for a valid contract of sale.
- *Section 6*: Defines existing and future goods.
- *Section 14*: Implied undertaking as to title, etc., stating that the seller should have a good and valid title to the goods.
- *Section 16*: Implied conditions as to quality or fitness, outlining the seller's responsibility for ensuring goods are of merchantable quality.
- *Section 21*: Passing of property in goods, stating that property passes to the buyer when the goods are in a deliverable state.
- *Section 24*: Sale or return basis, outlining the rules for goods delivered on a sale or return basis.
- *Section 45*: Defines an "unpaid seller" and outlines their rights.
- *Section 46*: Unpaid seller's rights, including lien on goods, stoppage in transit, and resale.
- *Section 47*: Seller's lien, outlining the seller's right to retain possession of goods until payment.
- *Section 64*: Auction sale, outlining the rules for auction sales^{1 2 3}.

Previous Judicial Exam Questions

- *RJS 1988*: Define 'Sale' and distinguish between sale and agreement to sell.
- *Punj JS 1998*: A, the holder of the bill of lading, re-sells the goods to B who pays the money. Does B acquire interest in the goods? Has the original seller any right of stoppage in transit?
- *DJS 1979*: M entered into an agreement with S for the purchase of unascertained goods. S despatched the goods by train. Goods were lost during transit. S filed a suit for the recovery of the price of the goods against M. "ecide giving reasons.
- *DJS 2005*: The seller agreed to supply 100 bags of wheat but only 90 bags of the wheat were supplied to the buyer. Whether buyer can refuse to take the delivery of 90 bags of the wheat? Decide.

- *RJS 2015*: Discuss the 'unpaid seller's lien' as contemplated under Section 47 of the Sale of Goods Act, 1930. What are the circumstances hereunder unpaid seller's shall stand terminated? ^{2 4}

यहाँ विक्रय वस्तु अधिनियम, 1930 की कुछ महत्वपूर्ण धाराएँ हैं, जिनके विवरण और पिछले न्यायिक परीक्षा प्रश्न भी शामिल हैं:

महत्वपूर्ण धाराएँ

- *धारा 2(7)*: "वस्तु" को हर प्रकार की चल संपत्ति के रूप में परिभाषित करती है।
- *धारा 4*: बिक्री और बिक्री के समझौते के बीच अंतर करती है, दोनों शब्दों को परिभाषित करती है।
- *धारा 5*: वैध बिक्री अनुबंध के लिए आवश्यकताओं को निर्धारित करती है।
- *धारा 6*: मौजूदा और भविष्य की वस्तुओं को परिभाषित करती है।
- *धारा 14*: शीर्षक आदि के बारे में निहित उपक्रम, जिसमें कहा गया है कि विक्रेता के पास वस्तुओं का अच्छा और वैध शीर्षक होना चाहिए।
- *धारा 16*: गुणवत्ता या फिटनेस के बारे में निहित शर्तें, जिसमें विक्रेता की जिम्मेदारी बताई गई है कि वस्तुएं वाणिज्यिक गुणवत्ता की होनी चाहिए।
- *धारा 21*: वस्तुओं में संपत्ति का पारित होना, जिसमें कहा गया है कि संपत्ति खरीदार को तब पारित होती है जब वस्तुएं वितरण योग्य स्थिति में होती हैं।
- *धारा 24*: बिक्री या वापसी के आधार पर, जिसमें बिक्री या वापसी के आधार पर वितरित वस्तुओं के लिए नियम निर्धारित किए गए हैं।
- *धारा 45*: "अवैतनिक विक्रेता" को परिभाषित करती है और उनके अधिकारों को निर्धारित करती है।
- *धारा 46*: अवैतनिक विक्रेता के अधिकार, जिनमें वस्तुओं पर धारण, पारगमन में रोक, और पुनर्विक्रय शामिल हैं।
- *धारा 47*: विक्रेता का धारण, जिसमें विक्रेता का वस्तुओं पर धारण का अधिकार निर्धारित किया गया है जब तक कि भुगतान नहीं किया जाता है।

- *धारा 64*: नीलामी बिक्री, जिसमें नीलामी बिक्री के लिए नियम निर्धारित किए गए हैं।

पिछले न्यायिक परीक्षा प्रश्न

- *RJS 1988*: 'बिक्री' को परिभाषित करें और बिक्री और बिक्री के समझौते के बीच अंतर करें।

- *Punj JS 1998*: A, बिल ऑफ लैंडिंग का धारक, वस्तुओं को B को पुनर्विक्रय करता है जो पैसे का भुगतान करता है। क्या B वस्तुओं में रुचि प्राप्त करता है? क्या मूल विक्रेता के पास पारगमन में रोक का कोई अधिकार है?

- *DJS 1979*: M ने S के साथ अनिश्चित वस्तुओं की खरीद के लिए एक समझौता किया। S ने वस्तुओं को ट्रेन द्वारा भेज दिया। वस्तुएं पारगमन के दौरान खो गईं। S ने M के खिलाफ वस्तुओं की कीमत की वसूली के लिए एक मुकदमा दायर किया। निर्णय लें, कारण बताते हुए।

3. *DJS 2005*: विक्रेता ने 100 बोरी गेहूं की आपूर्ति करने का समझौता किया लेकिन खरीदार को केवल 90 बोरी गेहूं की आपूर्ति की गई। क्या खरीदार 90 बोरी गेहूं की डिलीवरी लेने से इनकार कर सकता है? निर्णय लें।

- *RJS 2015*: विक्रय वस्तु अधिनियम, 1930 की धारा 47 के तहत निर्धारित अवैतनिक विक्रेता के धारण के अधिकार पर चर्चा करें। उन परिस्थितियों को बताएं जिनमें अवैतनिक विक्रेता का अधिकार समाप्त हो जाएगा।