



SNS COLLEGE OF TECHNOLOGY

Coimbatore - 35



19BAT604 – Legal Aspects of Business

Unit II – The Sale of Goods Act 1930



Presented by

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Design Thinker

1st Indian
Institution
to Implement **Design Thinking Curriculum**

Redesigning Common Mind and Business Towards Excellence



Guess the Topic for today's session!!!



Rights of Unpaid Seller





Recap....

Importance of Performance of Sales Contract

Performance of contract

Delivery of Goods

Rules regarding delivery of Goods

Caveat Emptor

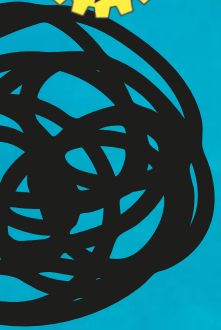
**IN CASE YOU
MISSED IT**



Discussion about....

- Importance of Rights of unpaid seller
- Unpaid seller
- Rights against Goods
- Rights of unpaid seller against the buyer personally





The Unpaid Seller



Need to Rights of Unpaid Seller

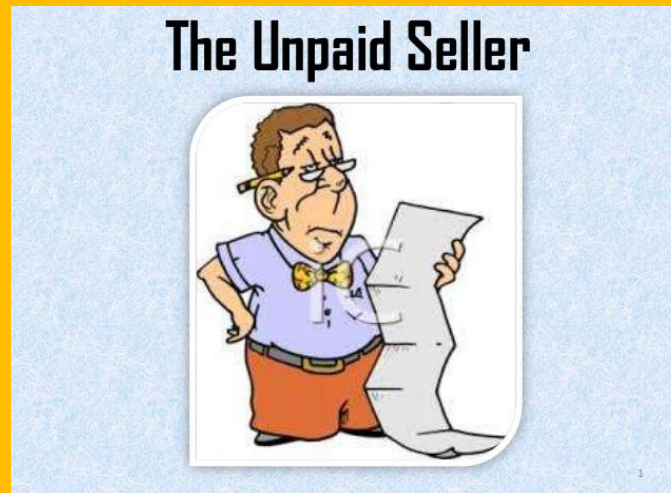




Unpaid Seller



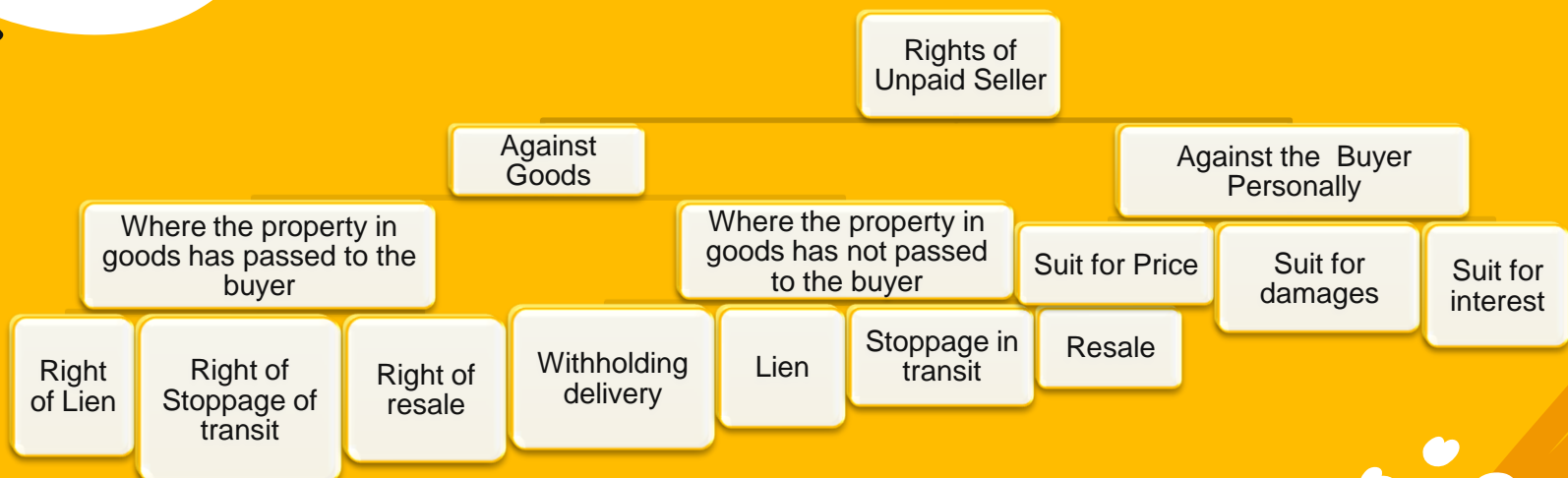
According to **section 2(1) of Sale of Goods Act, 1930** (hereinafter referred to as SOGA) Seller is a person who sells the goods or agrees to sell the goods.



“An unpaid seller is a person who has not been paid yet either by cash or other negotiable instruments” -- Sec(45) of SOGA



Rights of Unpaid Seller





Right against Goods



Right of Lien



Right to stoppage of transit



Right of resale



Rights of unpaid seller against the buyer personally



Sue for Price



Suit for damages for Non-acceptance



Suit for Specific performance of Contract



Knowledge Check

Out of the following persons which of the following does not come under the definition of the “unpaid seller” as per Chapter V of Sale of Goods Act:

A seller to whom the whole of the price has not been paid or tendered

A seller to whom more than half of the price has been paid or tendered

A seller who has received a bill of exchange as conditional payment and the condition on which it was received has not been fulfilled by reason of the dishonour of the instrument or otherwise.

A seller who has received a negotiable instrument as conditional payment and the condition on which it was received has not been fulfilled by reason of the dishonour of the instrument or otherwise

A seller who has received a bill of exchange as conditional payment and the condition on which it was received has not been fulfilled by reason of the dishonour of the instrument or otherwise.



Summary

- Importance of Rights of unpaid seller
- Unpaid seller
- Rights against Goods
- Rights of unpaid seller against the buyer personally





References

➤ <https://www.marketing91.com/sales-contract/>



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Thanks!

