

# Conditions and Warranties

The Sale of Goods Act, 1930, meticulously defines and distinguishes between conditions and warranties, which are pivotal in shaping the contractual obligations and rights in the purchase and sale of goods. These terms, rooted in the complexities of trade and commerce, address the implications of contractual breaches and the resulting implications.

## Conditions: The Bedrock of Contracts

Conditions are fundamental stipulations within a contract of sale, essential to the core purpose of the agreement. A breach of any such condition by one party gives the other the right to treat the contract as repudiated. This right allows the aggrieved party to terminate the contract and potentially reclaim any payments made, alongside claiming damages.

- Express Conditions: These are explicitly stated within the contract and must be fulfilled as agreed by both parties. For example, a buyer could specify that a product must be delivered on a certain date, and failure to meet this condition allows the buyer to cancel the purchase.

- Implied Conditions: Even if not explicitly stated, certain conditions are assumed to be integral to the contract, such as the seller's right to sell the goods (Section 14), goods matching their description (Section 15), and goods being of merchantable quality (Section 16).

## Warranties: Supporting Promises in Contracts

Warranties, while important, do not form the core basis of a contract. They are ancillary promises which, if breached, result in a claim for damages but do not entitle the buyer to reject the goods outright and annul the contract.

- Express Warranties: These are specifically stated in the contract, detailing additional assurances provided by the seller regarding aspects like quality, performance, or durability of the goods.
- Implied Warranties: These warranties might not be explicitly mentioned but are understood to be part of the contract.

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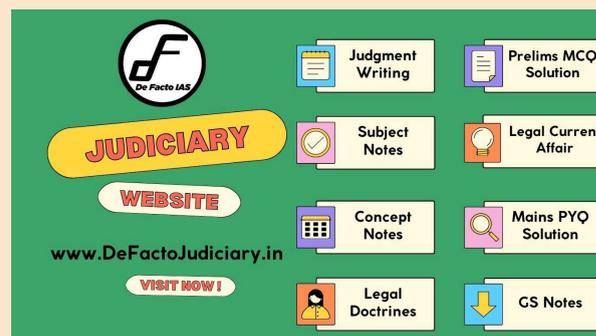
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This includes the warranty of undisturbed possession (Section 14(2)) and freedom from encumbrances (Section 14(3)).

### Transforming Conditions into Warranties

The Act recognizes circumstances under which a condition can be treated as a warranty, a process essential for resolving disputes where a strict interpretation of conditions could lead to disproportionate penalties or losses.

- Waiver by the Buyer: If the buyer chooses to waive a condition, it may be treated as a warranty, thus preserving the contract while allowing for claims of damages.
- Acceptance of Goods: When the buyer has accepted the goods, whether in whole or part, conditions related to those goods are often treated as warranties, preventing the buyer from rejecting the goods but allowing for damage claims.



### Practical Implications in Modern Commerce

In today's technology-driven market, the distinctions between conditions and warranties become particularly pertinent when dealing with electronic gadgets. Consumers often overlook detailed warranty cards and terms of service, potentially forfeiting their rights to claims under certain conditions. It emphasises the importance of understanding these legal terms, ensuring that buyers remain informed and vigilant about their rights and the nature of their agreements.