SOG-C07 - 6 PROVISIONS

Miscellaneous, Auction Sales, Tax Adjustment and Savings

Sale of Goods Act, 1930

Full local statutory text | Finin2min implementation edition | CA Nikhil Gupta and Kajri Singh

Finin2min Summary - Chapter in 2 Minutes

Purpose

This unit converts miscellaneous, auction sales, tax adjustment and savings into statutory, transaction, evidence and remedy decisions.

Who is covered

Businesses, contracting parties, partners, buyers, sellers, principals, agents and litigants affected by this chapter.

Main obligations

Read the transaction documents and actual conduct against every statutory limb, exception and connected law.

Key timelines

Record event, breach, refusal, notice, acknowledgment and filing dates; apply the correct Limitation Act article.

Forms and evidence

Use the chapter evidence checklist and State/UT forms where registration or public notice applies.

Top risk

Wrong classification, missing authority, weak evidence, ineffective notice, unverified State process or wrong remedy.

Remedy

Preserve rights, mitigate loss, quantify exposure and confirm forum, arbitration, limitation and interim relief.

Finin2min takeaway

Classify - map law - verify authority - prove performance - quantify consequence - select remedy and forum.

Section-by-section provision map

Provision	Title	Status	Decision theme
s.62	Exclusion of implied terms and conditions	operative	conformity and implied terms
s.63	Reasonable time a question of fact	operative	commercial rights and obligations
s.64	Auction sale	operative	

			commercial rights and obligations
s.64A	In contracts of sale, amount of increased or decreased taxes to be added or deducted	operative	price, payment and financial consequence
s.65	Repealed	repealed	commercial rights and obligations
s.66	Savings	operative	commercial rights and obligations

Legal status, amendments and source protocol

Act: Sale of Goods Act, 1930; Act 3 of 1930; commencement 1 July 1930.

Source protocol: Complete central provision text is reproduced locally. Local public-domain central Act transcription reconciled to India Code structure. Official India Code and Gazette instruments prevail if any discrepancy is identified.

Full statutory text and Finin2min decode

Section 62 - Exclusion of implied terms and conditions

Local statutory-text source control: Local public-domain central Act transcription reconciled to India Code structure. Official India Code source prevails.

Current statutory text

Where any right, duty or liability would arise under a contract of sale by implication of law, it may be negatived or varied by express agreement or by the course of dealing between the parties, or by usage, if the usage is such as to bind both parties to the contract.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	Where any right, duty or liability would arise under a contract of sale by implication of law, it may be negatived or varied by express agreement or by the course of dealing between the parties, or by usage, if the usage is such as to bind both parties to the contract.	Test this main limb within the conformity and implied terms framework. Operational focus: where any right, duty or liability would arise under a contract of sale by implication of law, it.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 62 is a conformity and implied terms provision dealing with exclusion of implied terms and conditions. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Convert description, sample, specification, purpose and inspection rights into an acceptance checklist. Record disclosed defects and any valid exclusion or usage.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 63 - Reasonable time a question of fact

Local statutory-text source control: Local public-domain central Act transcription reconciled to India Code structure. Official India Code source prevails.

Current statutory text

Where in this Act any reference is made to a reasonable time, the question what is a reasonable time is a question of fact.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	Where in this Act any reference is made to a reasonable time, the question what is a reasonable time is a question of fact.	Test this main limb within the commercial rights and obligations framework. Operational focus: where in this act any reference is made to a reasonable time, the question what is a reasonable.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 63 is a commercial rights and obligations provision dealing with reasonable time a question of fact. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 64 - Auction sale

Local statutory-text source control: Local public-domain central Act transcription reconciled to India Code structure. [Official India Code source] prevails.

Current statutory text

In the case of sale by auction-
(1) where goods are put up for sale in lots, each lot is prima facie deemed to be the subject of a separate contract of sale;
(2) the sale is complete when the auctioneer announces its completion by the fall of the hammer or in other customary manner; and, until such announcement is made, any bidder may retract his bid;
(3) a right to bid may be reserved expressly by or on behalf of the seller and, where such right is expressly so reserved, but not otherwise, the seller or any one person on his behalf may, subject to the provisions hereinafter contained, bid at the auction;
(4) where the sale is not notified to be subject to a right to bid on behalf of the seller, it is not lawful for the seller to bid himself or to employ any person to bid at such sale, or for the auctioneer knowingly to take any bid from the seller or any such person; and any sale contravening this rule may be treated as fraudulent by the buyer;
(5) the sale may be notified to be subject to a reserved or upset price;
(6) if the seller makes use of pretended bidding to raise the price, the sale is voidable at the option of the buyer.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	In the case of sale by auction-	Test this main limb within the commercial rights and obligations framework. Operational focus: in the case of sale by auction-.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	where goods are put up for sale in lots, each lot is prima facie deemed to be the subject of a separate contract of sale	Test this (1) within the commercial rights and obligations framework. Operational focus: where goods are put up for sale in lots, each lot is prima facie deemed to be the.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(2)	the sale is complete when the auctioneer announces its completion by the fall of the hammer or in other customary manner; and, until such	Test this (2) within the commercial rights and obligations framework. Operational focus: the sale is complete when	Contract/deed, authority, chronology, notices, performance and

	announcement is made, any bidder may retract his bid	the auctioneer announces its completion by the fall of the hammer or in.	payment records tied to this limb.
(3)	a right to bid may be reserved expressly by or on behalf of the seller and, where such right is expressly so reserved, but not otherwise, the seller or any one person on his behalf may, subject to the provisions hereinafter contained, bid at the auction	Test this (3) within the commercial rights and obligations framework. Operational focus: a right to bid may be reserved expressly by or on behalf of the seller and, where such.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(4)	where the sale is not notified to be subject to a right to bid on behalf of the seller, it is not lawful for the seller to bid himself or to employ any person to bid at such sale, or for the auctioneer knowingly to take any bid from the seller or any such person; and any sale contravening this rule may be treated as fraudulent by the buyer	Test this (4) within the commercial rights and obligations framework. Operational focus: where the sale is not notified to be subject to a right to bid on behalf of the.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(5)	the sale may be notified to be subject to a reserved or upset price	Test this (5) within the commercial rights and obligations framework. Operational focus: the sale may be notified to be subject to a reserved or upset price.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(6)	if the seller makes use of pretended bidding to raise the price, the sale is voidable at the option of the buyer.	Test this (6) within the commercial rights and obligations framework. Operational focus: if the seller makes use of pretended bidding to raise the price, the sale is voidable at the.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 64 is a commercial rights and obligations provision dealing with auction sale. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 64A - In contracts of sale, amount of increased or decreased taxes to be added or deducted

Local statutory-text source control: Local public-domain central Act transcription reconciled to India Code structure. [Official India Code source] prevails.

Current statutory text

(1) Unless a different intention appears from the terms of the contract, in the event of any tax of the nature described in sub-section (2) being imposed, increased, decreased or remitted in respect of any goods after the making of any contract for their sale or purchase without stipulation as to the payment of tax where tax was not chargeable at the time of making the contract, or for their sale or purchase tax-paid where tax was chargeable at that time-
(a) if such imposition or increase so takes effect that the tax or increased tax, as the case may be, or any part thereof is paid or is payable, the seller may add so much to the contract price as will be equivalent to the amount paid or payable in respect of such tax or increase, and he shall be entitled to be paid and to sue for and recover such addition; and
(b) if such decrease or remission so takes effect that the decreased tax only, or no tax, as the case may be, is paid or is payable, the buyer may deduct so much from the contract price as will be equivalent to the decrease of tax or remitted tax, and he shall not be liable to pay, or be sued for, or in respect of, such deduction.
(2) The provisions of sub-section (1) apply to any duty of customs or excise on goods and to any tax on the sale or purchase of goods.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
(1)	Unless a different intention appears from the terms of the contract, in the event of any tax of the nature described in sub-section	Test this (1) within the price, payment and financial consequence framework. Operational focus: unless a different intention appears from the terms of the contract, in the event of any tax of.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(2)	being imposed, increased, decreased or remitted in respect of any goods after the making of any contract for their sale or purchase without stipulation as to the payment of tax where tax was not chargeable at the time of making the contract, or for their sale or purchase tax-paid where tax was chargeable at that time-	Test this (2) within the price, payment and financial consequence framework. Operational focus: being imposed, increased, decreased or remitted in respect of any goods after the making of any contract for.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(a)			

	if such imposition or increase so takes effect that the tax or increased tax, as the case may be, or any part thereof is paid or is payable, the seller may add so much to the contract price as will be equivalent to the amount paid or payable in respect of such tax or increase, and he shall be entitled to be paid and to sue for and recover such addition; and	Test this (a) within the price, payment and financial consequence framework. Operational focus: if such imposition or increase so takes effect that the tax or increased tax, as the case may.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(b)	if such decrease or remission so takes effect that the decreased tax only, or no tax, as the case may be, is paid or is payable, the buyer may deduct so much from the contract price as will be equivalent to the decrease of tax or remitted tax, and he shall not be liable to pay, or be sued for, or in respect of, such deduction.	Test this (b) within the price, payment and financial consequence framework. Operational focus: if such decrease or remission so takes effect that the decreased tax only, or no tax, as the.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(2)	The provisions of sub-section	Test this (2) within the price, payment and financial consequence framework. Operational focus: the provisions of sub-section.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(1)	apply to any duty of customs or excise on goods and to any tax on the sale or purchase of goods.	Test this (1) within the price, payment and financial consequence framework. Operational focus: apply to any duty of customs or excise on goods and to any tax on the sale or.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 64A is a price, payment and financial consequence provision dealing with in contracts of sale, amount of increased or decreased taxes to be added or deducted. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Reconcile base price, taxes, credits, deductions, interest, due dates and payment proof. Link every adjustment to the contract and statute.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 65 - Repealed

Local statutory-text source control: Local public-domain central Act transcription reconciled to India Code structure. Official India Code source prevails.

Current statutory text

[Repealed.]

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	[Repealed.]	Test this main limb within the commercial rights and obligations framework. Operational focus: [repealed.].	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 65 is a commercial rights and obligations provision dealing with repealed. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 66 - Savings

Local statutory-text source control: Local public-domain central Act transcription reconciled to India Code structure. Official India Code source prevails.

Current statutory text

(1) Nothing in this Act or in any repeal effected thereby shall affect or be deemed to affect-
(a) any right, title, interest, obligation or liability already acquired, accrued or incurred before the commencement of this Act; or
(b) any legal proceedings or remedy in respect of any such right, title, interest, obligation or liability; or
(c) anything done or suffered before the commencement of this Act; or
(d) any enactment relating to the sale of goods which is not expressly repealed by this Act; or
(e) any rule of law not inconsistent with this Act.
(2) The rules of insolvency relating to contracts for the sale of goods shall continue to apply thereto, notwithstanding anything contained in this Act.
(3) The provisions of this Act relating to contracts of sale do not apply to any transaction in the form of a contract of sale which is intended to operate by way of mortgage, pledge, charge or other security.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
(1)	Nothing in this Act or in any repeal effected thereby shall affect or be deemed to affect-	Test this (1) within the commercial rights and obligations framework. Operational focus: nothing in this act or in any repeal effected thereby shall affect or be deemed to affect-.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(a)	any right, title, interest, obligation or liability already acquired, accrued or incurred before the commencement of this Act; or	Test this (a) within the commercial rights and obligations framework. Operational focus: any right, title, interest, obligation or liability already acquired, accrued or incurred before the commencement of this act.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(b)	any legal proceedings or remedy in respect of any such right, title, interest, obligation or liability; or	Test this (b) within the commercial rights and obligations framework. Operational focus: any legal proceedings or remedy in	Contract/deed, authority, chronology, notices, performance and

		respect of any such right, title, interest, obligation or liability; or.	payment records tied to this limb.
(c)	anything done or suffered before the commencement of this Act; or	Test this (c) within the commercial rights and obligations framework. Operational focus: anything done or suffered before the commencement of this act; or.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(d)	any enactment relating to the sale of goods which is not expressly repealed by this Act; or	Test this (d) within the commercial rights and obligations framework. Operational focus: any enactment relating to the sale of goods which is not expressly repealed by this act; or.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(e)	any rule of law not inconsistent with this Act.	Test this (e) within the commercial rights and obligations framework. Operational focus: any rule of law not inconsistent with this act.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(2)	The rules of insolvency relating to contracts for the sale of goods shall continue to apply thereto, notwithstanding anything contained in this Act.	Test this (2) within the commercial rights and obligations framework. Operational focus: the rules of insolvency relating to contracts for the sale of goods shall continue to apply thereto, notwithstanding.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.
(3)	The provisions of this Act relating to contracts of sale do not apply to any transaction in the form of a contract of sale which is intended to operate by way of mortgage, pledge, charge or other security.	Test this (3) within the commercial rights and obligations framework. Operational focus: the provisions of this act relating to contracts of sale do not apply to any transaction in the.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 66 is a commercial rights and obligations provision dealing with savings. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Practical examples and calculations

Chapter scenario

A live transaction raises issues concerning miscellaneous, auction sales, tax adjustment and savings. Freeze the event date, map each statutory condition, preserve authority and performance evidence, quantify exposure and choose remedy only after limitation and forum review.

Calculation	Method	Evidence
Price / consideration	Reconcile base amount, GST/tax, credits, retention, deductions and payment terms.	Contract, invoice, ledger, tax documents and bank proof.
Loss / compensation	Separate direct loss, consequential loss, avoided cost, mitigation, restitution, interest and stipulated sum.	Loss model, market evidence and mitigation log.
Partner settlement	Reconcile capital, current accounts, loans, drawings, profit share, assets, liabilities and goodwill.	Deed, ledgers, bank records and valuation.
Limitation	Record accrual, breach/refusal, notice, acknowledgment, exclusion and filing date.	Chronology and limitation memorandum.

Practical transaction application

1. Identify the transaction, relationship, parties and event date.
2. Map every provision to the contract/deed and actual conduct.
3. Record conditions satisfied, disputed, waived, excused or prevented.
4. Reconcile authority, delivery/performance, acceptance, payment and notices.
5. Quantify exposure and choose cure, termination, recovery, settlement or litigation strategy.

Authority, consent and execution controls

Authority

- Correct legal entities and counterparties.
- Board, partner, power-of-attorney or delegated authority.
- Ordinary-course and implied-authority limits.
- Third-party knowledge of restrictions.

Consent

- Offer, acceptance and agreed version.
- Capacity, free consent and disclosures.
- Conditions precedent and approvals.
- No unauthorised post-execution alteration.

Execution

- Complete schedules and annexures.
- Witnessing, attestation and e-sign audit trail.
- Counterparts, date and place.
- Original and certified-copy custody.

Stamp duty and registration alerts

Stamp duty is State/UT-specific. Classify the true instrument, place of execution or receipt, consideration and property. Registration is a separate enquiry. Insufficient stamping may require impounding; non-registration may affect property and third-party enforceability.

Instrument	Alert
Commercial agreement	Do not default to a generic article if the substance is indemnity, guarantee, security, transfer, lease or another specifically charged instrument.
Partnership deed/ reconstitution	Check capital contribution, immovable property, retirement/dissolution and Registrar filing separately.
Sale of movable goods	Coordinate contract, invoice, GST/e-invoice, transport and sectoral records.
Property-related relief	Check compulsory registration, title, court fee and decree-registration effects.

Evidence and document-retention checklist

Core file

- Purchase order and accepted terms
- Specification, description and sample
- Title and document-of-title record
- Dispatch, carrier and delivery proof
- Inspection, rejection and acceptance record
- Invoice, GST and payment evidence
- Lien or stoppage notice
- Resale and loss working

Electronic evidence

- Native email/message and metadata.
- Version history and e-sign certificate.
- System logs and acknowledgements.
- Legal hold and defensible export.

Retention

- Executed originals and amendments.
- Authority and entity records.
- Tax, payment and accounting records.
- Claims and litigation records through final disposal.

Forms, registers and operational records

Record/form	Control
No universal statutory form	Commercial documents and sectoral/GST forms govern the operational record.
Goods receipt and inspection record	Capture quantity, quality, defects, sample comparison and acceptance/rejection date.
Unpaid-seller action file	Record possession, transit status, buyer insolvency, lien/stoppage notice and resale steps.

Performance, delivery and payment controls

Stage	Control	Proof
Obligation matrix	List each reciprocal obligation, owner, due date, dependency and consequence.	Signed matrix tied to contract sections.
Delivery/ performance	Record dispatch, carrier, title/risk point, milestones, inspection and acceptance/rejection.	Delivery documents, certificates and correspondence.
Payment	Reconcile invoice, tax, credit, retention, set-off, due date and bank receipt.	Invoice, e-invoice, ledger and bank proof.
Change/cure	Use authorised variation and cure procedures; avoid informal waiver.	Change order, approval and cure closure.

Breach, loss, mitigation and remedy framework

1. Identify the exact obligation and legally material breach.
2. Confirm causation, remoteness, foreseeability and proof of loss.
3. Record mitigation, avoided cost and substitute performance.
4. Test damages, price, restitution, lien, stoppage, accounts, dissolution, specific performance, injunction, rescission, rectification, cancellation or declaration.
5. Check remedy election, double recovery, caps/exclusions and public policy.

Limitation and forum controls

Control	Analysis
Accrual	Classify cause of action and record breach, refusal, knowledge, demand and continuing-obligation dates.
Limitation	Apply the correct article; test acknowledgment, part-payment, exclusion and disability.
Jurisdiction	Check territorial/pecuniary rules, Commercial Courts threshold, exclusive forum and special court.
Interim relief	Assess preservation, injunction, receiver, security and evidence protection.
Appeal/ enforcement	Map decree/award challenge, execution, interest and cross-border enforcement.

Arbitration and mediation interface

- Validate agreement, signatories, scope, seat, rules and appointment mechanism.
- Separate substantive rights from forum selection and identify non-arbitrable issues.
- Check interim measures, consolidation, joinder and multi-contract issues.
- Preserve limitation during negotiation or mediation.
- Record settlement authority, confidentiality, tax, stamp and enforceability.

Company, partnership, GST and tax overlays

Overlay	Questions
Companies Act	Authority, objects, approvals, related-party, loan/guarantee/security and disclosure requirements.
Partnership/LLP	Deed/LLP authority, current constitution and public records.
GST	Supply, time/place/value, invoice/e-invoice, ITC, credit note, advance, damages and settlement treatment.
Income tax/TDS	Withholding, partner remuneration/interest, capital/revenue, bad debt, settlement and transfer consequences.
IBC/FEMA/ consumer	Moratorium and avoidance, cross-border payment/governing law, consumer and e-commerce protection.

Binding and foundational judicial principles

Authority	Principle	Verification
State of Madras v. Gannon Dunkerley & Co.	A sale traditionally requires an agreement, transfer of property in goods and price; composite transactions require statutory overlay analysis.	Verify official judgment and later treatment.
J.P. Coats Ltd. v. National Sewing Thread Co.	Description, conformity and commercial identity are assessed from the contract and transaction context.	Verify official judgment and later treatment.
Commissioner of Sales Tax v. Purshottam Premji	The substance of transfer and property in goods matters when classifying a transaction as sale.	Verify official judgment and later treatment.

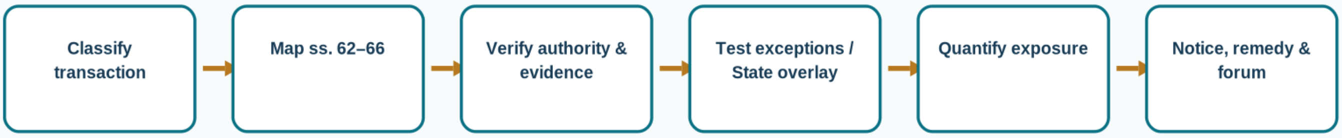
Central and State/UT variation alerts

> GST, consumer, e-commerce, legal metrology, transport and State trade overlays may affect implementation.

Use the State/UT variation register in the data folder for the live source checklist.

Chapter-specific decision flowchart

SOG-C07 · Finin2min decision path



Exclusion of implied terms, reasonable time, auctions, tax variation and savings. Verify the current official source before professional reliance.

Finin2min Q&A

What decision does SOG-C07 help a business make?

It determines how miscellaneous, auction sales, tax adjustment and savings should be classified, documented, performed and enforced under sections 62-66 of the Sale of Goods Act, 1930.

Which provision should be read first in SOG-C07?

Begin with section 62 (Exclusion of implied terms and conditions) and then read the connected definitions, exceptions and remedy provisions in sequence.

What is the principal implementation risk in SOG-C07?

Applying a commercial label without proving the statutory conditions for miscellaneous, auction sales, tax adjustment and savings, or acting without authority, notice, performance and payment evidence.

Which execution checks are specific to SOG-C07?

Confirm the correct entities, signatory authority, consent, complete annexures, stamp and registration treatment, digital audit trail and approvals relevant to miscellaneous, auction sales, tax adjustment and savings.

How should evidence be indexed for SOG-C07?

Link every section in the chapter with the contract or deed, authority, chronology, notices, performance, delivery, payment, loss and remedy evidence supporting it.

What calculation should be retained for SOG-C07?

Retain the relevant price, tax, interest, partner-account, loss, mitigation, restitution or relief working with sources and assumptions, not only the final number.

How does limitation affect SOG-C07?

Classify the precise cause of action associated with miscellaneous, auction sales, tax adjustment and savings, record accrual, refusal, notice, acknowledgment and exclusion dates, and apply the correct Limitation Act article.

Can arbitration resolve every dispute arising under SOG-C07?

Arbitration may govern the forum, but it does not validate illegality, remove mandatory rules or make a non-arbitrable subject arbitrable. Check scope, seat and interim relief.

Which tax and entity overlays should be checked for SOG-C07?

Check Companies Act authority and related-party controls, partnership constitution, GST supply and invoice consequences, withholding, accounting and insolvency effects.

What is the final professional sign-off for SOG-C07?

Confirm the current statutory source, section conclusions, State variation, authority, calculation, limitation, remedy, forum and complete evidence trail.

Why is section 66 important to SOG-C07?

Section 66 (Savings) completes the chapter control and must be tested independently.

Official sources and verification status

- Sale of Goods Act, 1930 - India Code
- Official Gazette and applicable State/UT Gazette, Registrar and court portals.
- Review date: 2026-07-18.