Sale of Goods Act, 1930

Sale under the Sale of Goods Act, 1930:

- Sale refers to a contract where ownership of goods is transferred from the seller to the buyer for a price.
- It involves an immediate transfer of property, and the buyer becomes the owner of the goods.

Agreement to Sell under the Sale of Goods Act, 1930:

- Agreement to sell is a contract where the transfer of ownership of goods is to take place at a future time or upon the occurrence of a specified event.
- Ownership of the goods remains with the seller until the agreed-upon conditions are fulfilled.

Differences between Sale and Agreement to Sell:

	Sale	Agreement to Sell
Transfer of Ownership	Immediate transfer of ownership from seller to buyer	Transfer of ownership is contingent upon future conditions being fulfilled
Risk of Loss	Once ownership is transferred, risk of loss or damage passes to the buyer	Risk of loss or damage remains with the seller until ownership is transferred
Remedies	Non-defaulting party can sue for damages or specific performance	Non-defaulting party can only sue for damages, not specific performance

Define sale and distinguish between sale and agreement to sell.

	Sale	Agreement to Sell
Insolvency	Buyer’s rights to the goods are protected even if the seller becomes insolvent after the sale	Buyer’s rights may be affected if the seller becomes insolvent before ownership is transferred