

The doctrine of Caveat Emptor:

The doctrine of Caveat Emptor is a fundamental principle in the Sale of Goods Act, 1930 that places the responsibility on the buyer to examine the goods before purchasing them. Caveat Emptor is a Latin term that means "let the buyer beware." The doctrine implies that the buyer is responsible for ensuring that the goods meet their expectations, and the seller has no obligation to disclose any defects or faults in the goods.

According to this doctrine, the seller is not responsible for any defects or faults in the goods after the sale is concluded. The buyer is expected to examine the goods carefully and ensure that they meet their requirements before purchasing them. The buyer has the right to inspect the goods, and if they find any defects or faults, they can negotiate with the seller or refuse to buy the goods.

Some of the key exceptions to the doctrine of Caveat Emptor under the Sales of Goods Act, 1930:

1. **Fraudulent misrepresentation:** If the seller intentionally misrepresents the quality of the goods, the buyer may have a right to take legal action against the seller.
2. **Nondisclosure of latent defects:** If the seller knows about a defect in the goods that is not apparent on inspection, and they fail to disclose this defect to the buyer, the buyer may have a right to reject the goods.
3. **Sale by sample:** If the goods are sold by sample, and the actual goods do not match the sample in quality or condition, the buyer may have a right to reject the goods.
4. **Sale by description:** If the goods are sold under a specific description, and they fail to meet

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1930

that description, the buyer may have a right to reject the goods.

5. Fitness for purpose: If the buyer communicates a specific purpose to the seller, and the seller recommends goods that are not suitable for that purpose, the buyer may have a right to reject the goods.