



# दीन दयाल उपाध्याय कॉलेज DEEN DAYAL UPADHYAYA COLLEGE

(दिल्ली विश्वविद्यालय) (UNIVERSITY OF DELHI)

दिल्ली रा. रा. क्षेत्र सरकार द्वारा 100% वित्त पोषित, 100% funded by Govt. of NCT of Delhi

सेक्टर -3, द्वारका, नई दिल्ली Sector-3, Dwarka, New Delhi – 110078

दूरभाष/Tel. 011- 41805580, 45051037, Website: <https://ddu.collegedu.ac.in>



## Difference between Sale and Agreement to sell

	Basis	Sale	Agreement to sell
1	Definition 4(3)	It is a contract of sale the property in the goods is transferred from the seller to the buyer, the contract is called a sale	It is a contract of sale where the transfer of the property in the goods is to take place at a future time or subject to some condition thereafter to be fulfilled, contract is called an agreement to sell.
2	Time of transfer of ownership	<b>Immediate</b> irrespective of delivery or payment	*at a <b>future time</b> or * <b>subject to subsequent fulfillment of some condition</b>
3	Nature of goods	Specific and scertained/ <b>never future goods</b>	*May be existing but unascertained, *Future or contingent
4	Who will bear loss/risk of loss	Owner once sale is complete is buyer: buyer will bear	Owner in agreement to sell remains the seller : risk is with seller
5	Right of resale	Owner is original <b>buyer</b> . But if seller resells *to a <b>bonafide</b> new buyer , he gets a good title and original buyer can claim only damages *To <b>non bonafide</b> new buyer : original buyer can recover goods from new buyer	Owner: <b>seller</b> Seller resells to a <b>bonafide /non bonafide</b> new buyer , i.e. new buyer always gets a good title and original buyer can <b>never recover goods/</b> can claim only damages
6	Consequences of breach irrespective of possession /delivery/payment	Seller can sue for <b>Price</b> plus damages Buyer can sue for specific performance/ For damages if no specific performance granted	Seller and buyer both can sue for Only damages
7	Insolvency of buyer if price not paid	Right of lien if possession is with seller/if delivered already then only rateable dividend	Seller can keep goods /recover goods till payment done.
8	Insolvency of seller (price paid)	Buyer can recover goods	Buyer will get rateable dividend/ no goods
9	Retention of goods in Execution of Decree against seller	Sold items cannot be attached	Can be attached. buyer will get rateable dividend if price paid
10	Nature of right	Jus in rem	Jus in personnam
11	Nature of contract	<b>Generally</b> executed	<b>Generally</b> executory
12	Example	<b>A sold goods to B</b>	<b>A sold goods to B on approval basis.</b>