

A Study of Condition and Warranty under the Sale of Goods Act, 1930

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Abstract - A contract for sale is an agreement between customer and vendor for the purpose of purchasing products. The Sale of Goods Act, 1930 is the law in India with the authority to regulate contracts for sales. The terms and conditions of the warranty have always been an important component of this sales agreement. Most people don't bother to read about them; therefore in this article researcher will look at some of the effects of that. These terms and warranties often fall into one of two categories: implicit or explicit. There is also need to distinguish between warranties and conditions, as well as when a conditional violation should be considered to be a simple warranty breach. If criteria are not met or the product is faulty, the buyer may have inadvertently waived their ability to bring a lawsuit against the seller for any kind of conditional breach. As a result, it is crucial to comprehend the terms and conditions of warranties as well as the terms and conditions of the sale, and in this essay, focus will be on just that.

Keywords - term(s), warranty, condition, remedies, Sale of Goods Act, 1930.

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INTRODUCTION

The modern age is a precursor to the hyper modern era, which will have extremely complex and intricate commerce, industry, and technology. It is an era of industrial change. Technology has supplanted twentieth-century philosophy, and the twenty-first century has turned us all into consumers. Everybody used to purchase a number of goods over their lifetimes, but very few of them bothered to read the documentation that came with them. They sometimes even forget to fill out some necessary paperwork, like the warranty card, which is crucial for claiming a warranty. And in this circumstance, due to a lack of paperwork, they lack locus standing to make a warranty claim if they get any defaulted products¹. Additionally, nearly often, in their haste to purchase a new product, they overlook reading the terms and conditions that must be followed in order for them to be able to make a warranty claim since they are frequently written in extremely tiny print and take a long time to read. These terms and warranties will be thoroughly discussed in this essay. Any product that is sold or purchased creates a legal contract between the buyer and seller. This contractual relationship gives them specific rights and obligations, and when those obligations or responsibilities are broken, it may also result in a violation of the agreement or the warranty, which is discussed in more depth in this paper. Parties, i.e., the buyer and the seller, are permitted to

make specific assertions regarding the clause or the normal course of business in a contract of sale. These clauses in the sales contract might be written with regard to the item being sold. The difference between conditions and warranties under the terms of a contract for the sale of goods is an area of research where the borders between two are hazy and fuzzy. These provisions may be either conditions or warranties. A condition may sometimes be viewed as a provision and other times as a guarantee. Before the Sale of Goods Act of 1893 was established in England, the legislation pertaining to these crucial phrases was rather unclear.²

The warranty is a common component of both business and consumer sales contracts³, and, next to the parameters of price and quantity, it is sometimes the most crucial one to negotiate in contracts. For instance, the car industry's battle for sales via warranty terms is especially striking⁴, and in certain industrial sectors, warranty costs are a significant expenditure for firms. Due of warranties' economic importance, economists have developed a

² Azmi, S. S, *Conditions and Warranties*, COCHIN UNIVERSITY LAW REVIEW, 460-474(1985).

³ The warranty literature in economics has predominantly focused on consumer warranties. However, warranties are prevalent in both commercial and consumer transactions. See Schwartz, Alan, and Robert E. Scott, *Commercial Transactions: Principles and Policies*. FOUNDATION PRESS (1991).

⁴ See Cooper & Ross, *Product Warranties and Double Moral Hazard*, THE RAND J. ECON. 103 (1985)

¹ <https://www.legalserviceindia.com/legal/article-4071-conditions-and-warranties-under-sale-of-goods-acts-1930.html>

considerable body of literature outlining their function in transactions⁵.

RESEARCH OBJECTIVES

The reader will comprehend the following after reading this research paper:

1. To provide the reader with a clear understanding of the Indian legislation related to terms, conditions, and warranties in the context of a sale.
2. To explain the concept of the "Contract of Sale" and its significance in the legal framework governing sales transactions in India.
3. To explore the implications of violating warranties and conditions in sales contracts, and provide examples of appropriate use in relevant cases.
4. To discuss the legal provisions for cancelling warranty claims in India and provide guidance on the steps those consumers can take to protect their rights in such situations.

RESEARCH METHODOLOGY

The descriptive approach of analysing secondary data was used with the doctrinal method of investigation to conduct the research for this article's examination of conditions and warranties. All of the secondary data used comes from trustworthy and reputable sources, including related books, academic research papers, data from reputable online databases and websites, online journal articles, Acts and other statutes.

RESEARCH PROBLEM

In this work, the researcher seeks to provide both a thorough and concise grasp of the laws pertaining to and the conditions and warranties portion of contracts of sale. The researcher is trying to find a solution for the issue of customers who don't care to study the necessary documentation when buying a device and then feel duped when they can't make a warranty claim. They will be inspired by this study to read and fully grasp product documentation.

RESEARCH QUESTION

The following issues must be addressed in order to grasp the study problem's solutions:

1. What laws govern terms, conditions, and warranties in India?
2. What distinguishes a violation of warranty from a breach of condition?
3. What are the conditions and implicit warranties, both explicit and implied?

⁵ Meurer, K. C., *Efficient Remedies for Breach of Warranty*. LAW AND CONTEMPORARY PROBLEMS 107-131 (1989).

4. What is a Sales Contract?

ANALYSIS

1. Statements

Understanding the various statements made by both the buyer and the seller during the course of their communication with one another, whether direct or indirect, is a vital part of the Contract of Sale. These statements can be broken down into the following categories for the sake of clarity:

Sales talk or puff: It would be regarded as a puff if no reasonable person hearing this remark would take it seriously, and no contractual action would be allowed if such a statement turned out to be inaccurate. Another name for it is "puffery."⁶In TV advertising, comments of this kind are typical.

Representation: It is an unbinding truthful statement that is not part of a contract. The statement's author does not attest to its veracity. No contractual duty is created, however this may constitute a tort, such as misrepresentation.⁷

Term: A term is comparable to a representation, but unlike a representation, the person using the word guarantees that it is true, which gives rise to a legal duty. A term may also be categorised as a condition, warranty, or in nominate term for the purposes of calculating culpability for contract violations.⁸

Several elements may be taken into consideration by the court when evaluating the character of a statement.

These include:

Timing: If the agreement was swiftly signed following the remark, this is a strong indication that the remark convinced the other side to sign the deal. In *Routledge v. McKay*⁹, it was determined that a week's worth of talks during the sale of an automobile amounted to nothing more than a representation.

Statement Content: Despite the fact that a statement's relevance has nothing to do with what was stated in the context, it is important to take it into account.

Knowledge and Expertise: In the case *Oscar Chess Ltd v. Williams*¹⁰, the person selling an automobile to a second-hand car dealer falsified the

⁶Jain, S., *Contracts of Sale: Terms, Conditions and Warranties with Special Reference to Sale of Goods Act, 1930*, SSRN (2015).

⁷ *ibid*, note 5.

⁸ *ibid*, note 5.

⁹ [1954] 1 WLR 615.

¹⁰ [1957]1WLR 370.

year of the car as a 1948 Morris when it was actually a 1939 model. Because a reasonable vehicle dealer would not have trusted an unskilled person to ensure the assertion was true, the court ruled that the statement did not become a term.

Consolidation into Writing: If the contract is condensed into writing, any previously stated phrases that were left out of the consolidation would likely be reduced to representations. The historic ruling in *Birch v. Paramount Estates Ltd.*¹¹ which concerned the quality of a residential building, ruled that a highly significant spoken statement may exist even if it is omitted from the written consolidation.

REPRESENTATIONS AND TERMS

Representation is the presenting of information, by words or deeds that is intended to motivate someone to act, particularly to sign a contract. A representation shows what the situation is or was by looking at the present or the history.¹² A representation is anything that is provided to persuade the another party to sign a contract; it is, in a sense, separate from the contract itself. No sane person would suppose that if I offered to sell you my automobile and said, "You won't find a better model of Skoda Rapid car in Delhi," that I intended to be legally obligated by that remark. Representations are commonly referred to as "mere puff," and they may be misrepresentations if they can be shown to be untrue.

Terms or clauses, on the other hand, are the contents of the contract. Typically, a contract has a number of terms. Whether a contract is basic or complicated, terms are its essential component. The amount paid and the contract's subject matter, such as the products or services provided, is its major terms. Businesses often put their standard form contracts in writing, which may be rather long. Contract terms, notably in sales contracts, may be written or inferred and categorised as conditions, guarantees, or in nominate words.

Meaning And Definitions

A product salesperson often makes assertions and remarks regarding the things she is selling. The quality, appropriateness, usability, durability, etc. of such items may be the subject of these assertions. The terms of the sale's subject matter are subject to negotiation between the buyer and the seller. These warranties are only statements of the seller's position and are not legally binding. However, in certain cases, they could be included in the agreement, and the buyer bases their decision to buy on these

assurances. In this scenario, these assertions and claims are enforceable against the contract.¹³

Stipulations are assurances or representations that are included in a selling contract. Such conditions cannot be handled equally across the board. While some may be just incidental or an expression of one's own viewpoint, others may be meant to build essential principles. The classification of a representation as a "condition" or "warranty" depends on whether it is basic or secondary. A clause is referred to be "condition" if it constitutes the contract's fundamental specification. In contrast, a clause is referred to be a "warranty" if it is a supplementary clause to the contract of sale's primary objective.¹⁴

In English contract law, the terms "condition" and "warranty" do not have a common definition. Even "warranty" has been dubbed one of the most misused terms in the English legal vocabulary by several case laws. First off, "warranty" and "condition" need not have any legal substance linked to them; they may just be different terms for a term, an undertaking, an obligation, etc. Second, declarations of fact relating to crucial elements of the business trade or its assets are sometimes referred to as "warranties" or "representations and warranties," usually in company sale agreements. Third, the term "condition" might apply to what are known as dependent conditions. (Either condition precedent or condition subsequent). These requirements speak to the sequence in which a contract must be fulfilled. The contract will not be completed or will be suspended if the requirements are not met, although failure to comply with them does not carry any responsibility.¹⁵

Sale Of Goods Act, 1930

There is a specific legislation in India called "Sale of Goods Act, 1930" that addresses warranties and conditions. One of the first commercial laws in India is the Sale of Goods Act of 1930. One of the unique sorts of contracts is the sale of goods. At first, chapter VII¹⁶ of the Indian Contract Act included it. Later, these clauses were removed from the Sale of Goods Act of 1930 and the Contract Act of 1872. In addition to the Contract Act, the Sale of commodities Act, 1930 also regulates contracts for the sale of commodities. Contracts for the sale of products are

¹¹ [1956]168 EG 396.

¹² Shrinivas L.N., *Representations and Warranties* (2015)<http://www.legalindia.in/representations-and-warranties>.

¹³ Sharma, V, *Implied Conditions And Warranties Under The Sale Of Goods Act 1930 With Reference To The Rule Of Caveat Legal Service India*.

¹⁴ *CONDITIONS AND WARRANTIES, IN SALE OF GOODS* 16-27.

¹⁵ Sandsbraaten, T., *Undergraduate Thesis On The Concepts Of Conditions, Warranties, Representations And Covenants*, 1-36.

¹⁶ Sections 76 to 123.

subject to the same fundamental contractual principles.¹⁷

Conditions are requirements that are essential to the fundamental purpose of the contract and whose violations results in the option to interpret the contract as rejected under the Sale of Goods Act of 1930¹⁸.

The Sale of products Act of 1930 states that "a warranty is a stipulation collateral to the main purpose of the contract, the breach of which gives rise to a claim for damages but not to a right to reject the goods and treat the contract as repudiated"¹⁹. In other terms, a warranty is a clause that is of a secondary or collateral character and is not necessary to the contract's primary objective. The buyer cannot reject the contract in the event of a warranty violation; instead, he may only hold the seller liable for damages.²⁰

Condition

A condition is defined as a vital component included in the agreement to sell something that is addressed by the buyer to the seller and is either spoken or inferred throughout the contracting process. Any item that the vendor offers for sale can be rejected by the buyer if they do not adhere to the requirements laid out by the seller in the contract. A condition might be explicit or implicit.²¹

The buyer must specifically state (in writing or verbally) that the products must be delivered to him prior to a certain date in order for the date to be considered a condition of the contract. The time, on the other hand, is an implied element of an agreement if a buyer agrees to buy simply a red saree for her "wedding," which would happen on a certain day stated by the seller. Even if the buyer just indicates the date of the wedding or other event and not the delivery date, the vendor assumes that the dress will be delivered before the wedding date specified by the client. The buyer will not profit from the dress if it is provided after the wedding day and may refuse to accept it since the contract's condition has not been completed, thus the seller is expected to deliver the garment before the wedding day.²²

Warranty

¹⁷ Jain, S., *Contracts of Sale: Terms, Conditions and Warranties with Special Reference to Sale of Goods Act, 1930*, SSRN (2015).

¹⁸ Section 12 (2).

¹⁹ Section 12 (3).

²⁰ Azmi, S. S, *Conditions and Warranties*, COCHIN UNIVERSITY LAW REVIEW, 460-474(1985).

²¹ Keysor, W. W., *Some Phases Of Conditions And Warranties In The Law Of Sales Of Some Phases Of Conditions And Warranties In The Law Of Sales Of Goods*, ST. LOUIS L. REV. , 52-62 (1917).

²² Sharma, S, *Implied Conditions and Warranties Under The Sale Of Goods Act*.

A warranty is defined as extra details provided on the desired product or its condition. The warranty's significance to the contract's fulfilment is secondary. The buyer cannot decline to purchase the product since the seller's breach of the guarantee does not result in the contract being rescinded; nonetheless, the buyer may seek damages from the seller.

If read and interpreted correctly, the warranty will clarify the full extent of the seller's obligations in terms of product quality. Furthermore, one can only get a deeper understanding of the perplexing (due to inter-related) development of other significant concepts like "caveat emptor" (with its exceptions), the "condition," and "sale by description" by a study of the warranty. In fact, it is accurate to say that the fundamental principles of the law of sales of products cannot completely be comprehended without an understanding of the law of warranties.²³

The Caveat Emptor Rule

According to the Sale of Goods Act, there is "no implied warranty or condition as to the quality or fitness for any particular purpose of goods supplied under a contract of sale, subject to the provisions of this Act or any other law for the time being in force."²⁴ introduces the common law maxim Caveat Emptor, which literally translates to "let the buyer beware."²⁵ The buyer must make a wise decision of the items when merchants present their wares in the open market.²⁶ In the case of *Attenborough v. Morley*²⁷, the court upholds the principle that "the buyer alone shall be responsible for determining the quality and suitability of goods prior to a purchase."²⁸ However, there are certain exceptions to the caveat emptor rule, which are listed below:

1. When a buyer informs a seller of the basis for the purchase and the products are of a kind that is typical of the seller's line of work, the seller has an obligation to provide the customer with fairly suitable goods;
2. When the product is sold using a sample, but the product does not match the sample;
3. When the product is sold using both a sample and a description, but the product matches the sample but not the description;
4. While the vendor committed fraud or made false statements while selling the products.

Differences between Conditions and Warranties

²³ Lord, R. A., *Some Thoughts About Warranty Law: Express And Implied Warranties*. N.D. L. REV. 509-700 (1980).

²⁴ Section 16 of SGA, 1930.

²⁵ *Comm. Of Customs (Preventive) v. Aafloat Textiles (I) Pvt. Ltd and Ors*, (2009) 11 S.C.C. 18.

²⁶ General offer.

²⁷ (1849) 3 Exch. 511.

²⁸ Nischaynehra, *Condition and Warranty under Sale of Goods Act, 1930*. IPLEADERS (2018).

A Condition

- A condition is of the utmost significance.
- The contract will be terminated if a condition is broken.
- If a condition is broken, the harmed party may refuse to take the items and seek compensation for damages.
- The aggrieved party has the right to refuse to accept products that do not meet the terms of the contract.
- A condition might be seen as a guarantee of the buyer's desire.
- Described in the Sale of Goods Act of 1930's Section 12(2)

The Warranty

- The significance of a warranty is secondary.
- If a warranty is broken, the injured party is eligible for compensation..
- Only in cases of warranty violation may the injured party seek damages.
- The injured party is not permitted to refuse to accept the defective products.
- It is not permissible to consider a warranty as a condition.
- Described in the Sale of Goods Act, 1930's Section 12(3)

Implied Conditions

The implicit terms in the contract of sale are as follows:

- a) Implicit condition as to title, etc.²⁹
- b) Implied terms of a sale made by description³⁰.
 - The item must match the description.
 - The products must be of a saleable quality.
 - A state of wholesomeness.
- c) The condition of a good's quality or suitability for a certain function³¹.
 - The goods must be suitably suited for the intended use.
 - The products must be of a saleable quality.
- d) Implied terms regarding the selling of samples.³²
 - Communication with the sample.

- The chance for the buyer to compare bulk and sample.
- Merchantable and without flaws.³³

Warranties Implied

The following are examples of implicit warranties:

- a) A warranty of peaceful ownership³⁴
- b) The warranty that the goods aren't liable to lien claims or other obligations in the favor of a third party³⁵, and
- c) The disclosure of the potentially hazardous nature of the items.

When Can A Conditional Breach Be Considered A Warranty Breach?

The Sale of Goods Act of 1930³⁶ specifies the circumstance under which a condition may be changed to a warranty. As a result, the customer no longer has the option to return the items. In such a situation, his only option is to sue for damages. The following situations will result in this:

Buyer's waiver:

When a condition requires the seller to satisfy it, the buyer has two choices:

- (i) Waive the condition, or
- (ii) Choose to regard the seller's failure to do so as a breach of warranty.

We are aware that any terms, whether explicit or inferred, are in the buyer's favour. Therefore, he has the choice to accept the performance as is and waive the condition that was broken. In such instance, he is still accountable for the purchase price but is only entitled to damages in the event of a warranty violation. After the buyer has exercised his choice, he is unable to subsequently compel the seller to perform it.

Mandatory treatment of a conditional violation as a warranty breach:

Any condition that was anticipated to be met by the seller can only be interpreted as a warranty violation if the sale agreement cannot be broken up and the buyer has accepted the goods or a part of them. This is the case when the buyer has accepted the items. A buyer is regarded to have accepted the products in

²⁹ Section 14, of Sale of Goods Act, 1930.

³⁰ Section 15, of Sale of Goods Act, 1930.

³¹ Section 16, of Sale of Goods Act, 1930.

³² Section 17, of Sale of Goods Act, 1930.

³³ Pandey, A., *Implied Conditions and Warranties under the Sale of Goods Act*, IP LEADERS (2018).

³⁴ Section 14(B), of Sale of Goods Act, 1930.

³⁵ Section 14(C), of Sale of Goods Act, 1930.

³⁶ Section 13, of Sale of Goods Act, 1930.

the following circumstances in accordance with Section 42 of the Act³⁷:

(i) When he informs or reflects to the seller that he has accepted them, or.

(ii) After shipment has arrived and been accepted by him.

(iii) He takes any action with regard to them that is at odds with the seller's ownership. Pledges the same things, as an example, or.

(iv) If the items are separable and the buyer accepts just part of them, he may still exercise his right to reject the rest of them by keeping them for a reasonable amount of time after the acceptance notification deadline has passed without telling the seller³⁸.

DISCUSSIONS

The relevance, need, and associated legal requirements of conditions and warranties have all been discussed in this essay, but theory aside, the awareness of buyers and sellers is wholly dependent on these factors. To avoid giving up their ability to assert warranties and bring legal action against the seller for any violation of condition, purchasers should grasp the need and significance of accurate documentation. On the other side, the seller must be watchful enough to insist that the purchasers independently inspect the required paperwork and the merchandise. Only with the collective cooperation of both purchasers and sellers, one can avoid legal disputes over contracts for sales.

Both caveat emptor and caveat venditor should exercise caution; one does not need to choose between them. Although it is still common for car buyers to forego using the external accessories that are offered by the company's official showrooms in order to save money, by doing so they are legally waiving their right to make a warranty claim should any physical or mechanical damage occur. This is because the warranty is expressly stated in the terms and conditions of the purchase and will only be valid when the vehicle is used.

It is clear that there is a lot of misunderstanding and no uniformity in the legislation governing the selling of products. In its current form, the law allows for one and the same fact-situation to give birth to many legal principles and therefore various legal outcomes. One may reach any conclusion by using the relevant conceptual permutations³⁹.

³⁷ Sale of Goods Act, 1930.

³⁸ CONDITIONS AND WARRANTIES, IN SALE OF GOODS 16-27.

³⁹ Stoljar, S. J., *Conditions, Warranties and Descriptions of Quality in Sale of Goods*, THE MODERN LAW REVIEW, 174-197 (1953).

The law of sales of products with relation to conditions of contract is inconsistent and bats on a sticky wicket. The distinction between terms like "conditions" and "warranties" may have caused more muddle than clarity. According to the norms of international law, revocation is a fair form of legal relief. The principle underlying the compensation is that the client did not get the promised results. If the seller has made any representations that the goods will meet a specific quality standard and they do not, the buyer may reject the goods and request a refund or exchange⁴⁰. Even though he's already paid, he may still dispute the charge and demand a refund.

The ideas of explicit terms and implicit terms indicate the manner in which the conventional viewpoint contracts might have changed. Initially, the idea of contract liberty was emphasized more than implied terms, but as implied terms gained weight in the interpretation process, this notion has progressively weakened. Previously, the implied term's primary purpose was to provide a reasonable outcome in extraordinary situations when the contract's explicit provisions failed to do so. As a means of preventing one party from unfairly taking advantage of another due to omissions, errors, or superior writing ability, courts are becoming more involved in making sure that the parties receive justice. The idea of implied phrases is quite versatile.

CONCLUSION

In conclusion, it is crucial for both buyers and sellers to be aware of the significance of conditions and warranties in sales contracts, as well as the legal requirements associated with them. To avoid disputes, purchasers must ensure they have accurate documentation and understand the terms and conditions of the purchase, while sellers must be diligent in providing necessary information and ensuring that buyers inspect the merchandise and required paperwork. The law of sales of products with relation to conditions of contract can be inconsistent, and the difference between conditions and warranties can lead to confusion. However, the remedies of revocation and implied terms can provide justice for parties who have been unfairly disadvantaged in a contract. As the interpretation of contracts evolves, implied terms are playing a more active role in ensuring fairness and justice for all parties involved. Overall, a cooperative approach from both buyers and sellers is necessary to ensure that legal disputes are avoided, and a fair outcome is achieved in sales contracts.

After thorough investigation, it is recommended that the buyer specifically communicates the objective and a suitable description of the items they are seeking to the seller in order to guarantee the seller

⁴⁰ Samuel Williston, *Rescission for Breach of Warranty*, HARVARD LAW REVIEW 16, 465-475 (May, 1903) <http://www.jstor.org/stable/1322808>.

purchases an adequate and non-defective commodity.

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