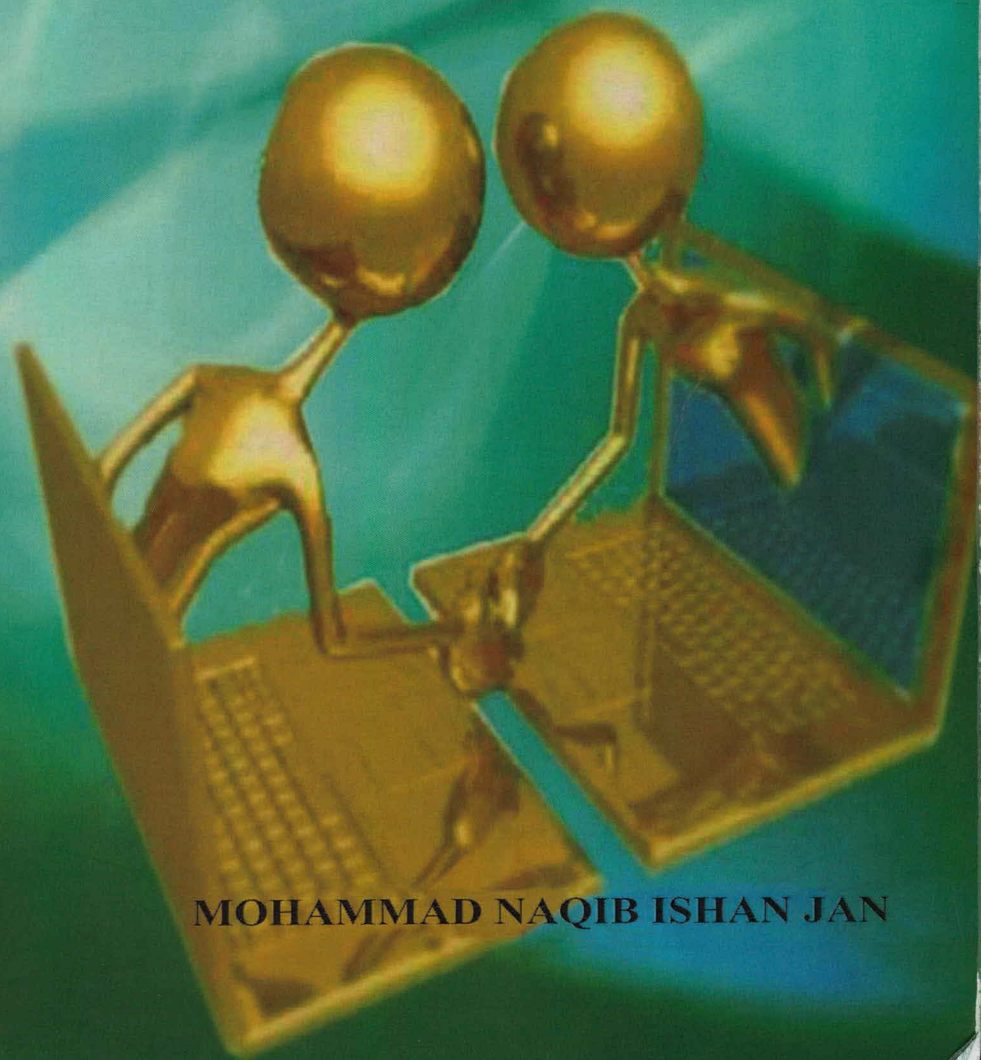


# **LAW AND COMMERCE : THE MALAYSIAN PERSPECTIVE**



**MOHAMMAD NAQIB ISHAN JAN**

# **LAW AND COMMERCE: THE MALAYSIAN PERSPECTIVE**

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## CHAPTER 12

# **SALE OF GOODS LAW: A PROLOGUE**

*by*  
MD. ABDUL JALIL\*

Sale of goods law is a very crucial type of law because millions of buyers are buying goods every day and their buying of goods are governed by different terms of sale of goods law. Sale of goods contract is an agreement between the seller and buyer where the seller agrees to sell and buyer agrees to buy certain amount of goods for a fixed amount of money which is also known as the price for the goods.<sup>1</sup>

It is very pertinent that the goods sold in the market are of good quality and free from major defects. If the goods sold are of defective, the buyer gets loss. Therefore, it is important to protect the buyer's rights by law. If the seller sells defective goods and the buyer could not see the defects in the goods at it were latent defect, the seller must compensate the buyer for that defect. This is a matter of fairness in selling. The goods sold should be correct amount and of correct weight. About this there are many Quranic verses and ahadis from Prophet Muhammad requiring the seller not to give less quantity or less weight in goods than agreed under the contract. Here, we are talking about sale of goods contract and this contract might be in writing or oral. Under the Contracts Act 1950 (Malaysia), a contract can