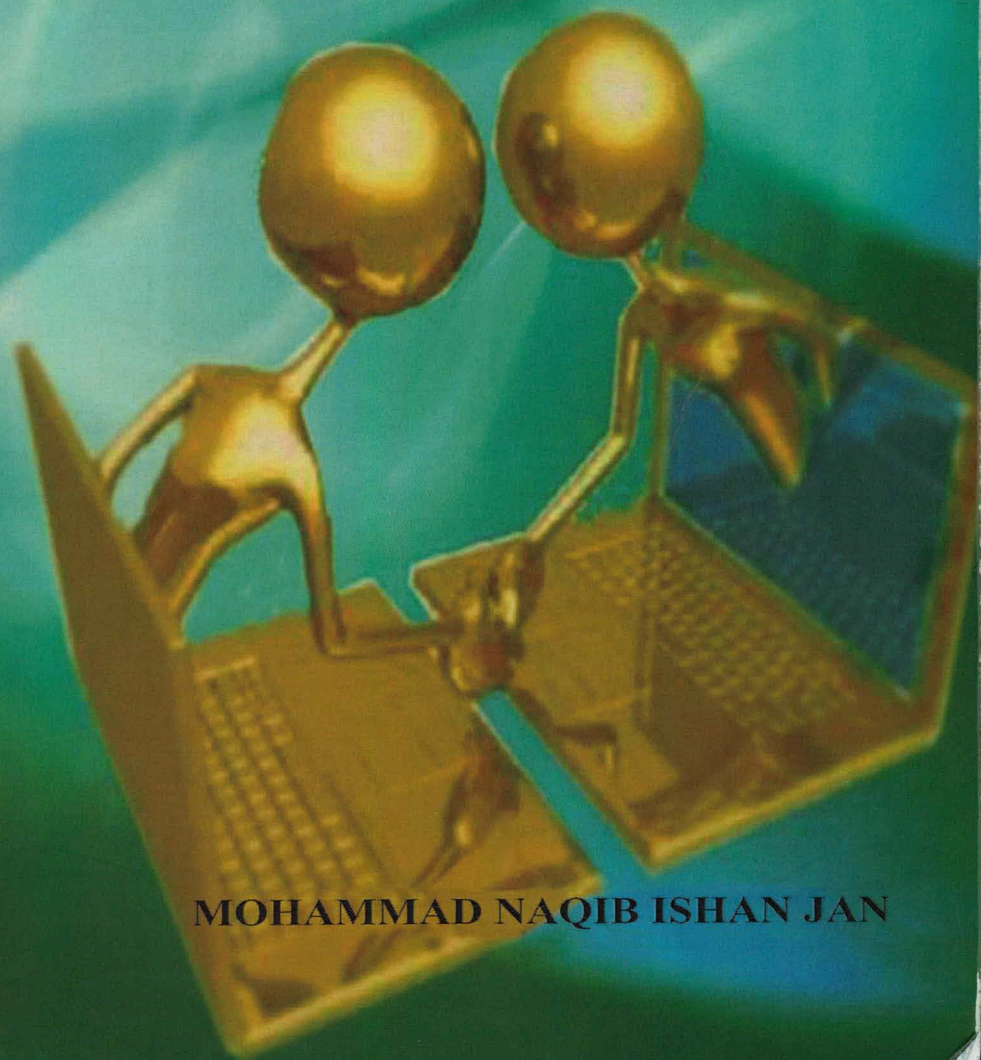


LAW AND COMMERCE : THE MALAYSIAN PERSPECTIVE



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LAW AND COMMERCE: THE MALAYSIAN PERSPECTIVE

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CHAPTER 15

RIGHTS AND REMEDIES OF THE BUYERS AND SELLERS

by
NOR ASIAH MOHAMAD

The rights of buyers and sellers are generally covered in both the Sales of Goods Act 1957 (SOGA) and the Contracts Act 1950. The provisions in the statutes are called implied conditions as the express condition is covered by the agreement itself.¹ The general remedy for breach of contract of sale and purchase of goods is damages. It is always in the form of monetary compensation to be paid to the innocent party. In addition, the buyer who proves himself innocent may entitle to claim for damages and certain equitable rights such as specific performance or quantum meruit depending on the types of loss suffered by the parties. These equitable rights are not a matter of rights but subject to court discretions based on stated principles. Section 74, 75 and 76 of the Contract Act 1950 deals with the consequences of breach of contract. Hence, the remedies of buyer and seller shall also be covered by these provisions. By virtue of Section 5(2) of the Civil Law Act 1956, any commercial matter which is not covered in the Sales of Goods Act 1957 shall be referred to the common law principles.