

. Halsbury Fourth Edn., Volume 9, para 542 observes as follows:

*"542. Conditions and warranties.— The predominant modern approach is to consider the nature of the terms of the contract in order to decide whether those terms are conditions or warranties. *Prima facie* a breach of condition entitles the innocent party to rescind the contract and claim damages for any loss he may have suffered, whereas a breach of warranty only entitles him to damages."*

Section 12 of the Sale of Goods Act, 1930 provides the difference between 'condition' and 'warranty' and reads as follows:

*"12. Condition and warranty.— (1) A stipulation in a contract of sale with reference to goods which are the subject thereof may be a condition or a warranty.*

*(2) A condition is a stipulation essential to the main purpose of the contract, the breach of which gives rise to a right to treat the contract as repudiated.*

*(3) A warranty is a stipulation collateral to the main purpose of the contract, the breach of which gives rise to a right to treat the contract as repudiated.*

*(4) Whether a stipulation in a contract of sale is a condition or a warranty depends in each case on the construction of the contract. A stipulation may be a condition, though called a warranty in the contract."*

Again Section 13 of the Sale of Goods Act provides when 'condition' is to be treated as 'warranty', relevant part of sub-sections (1) and (2) thereof reads as under:

*"13. When condition to be treated as warranty.— (1) Where a contract of sale is subject to any condition to be fulfilled by the seller, the buyer may waive the condition or elect to treat the breach of the condition as a breach of warranty and not as a ground for treating the contract as repudiated.*

*(2) Where a contract of sale is not severable and the buyer has accepted the goods or part thereof, the breach of any condition to be fulfilled by the seller can only be treated as a breach of warranty and not as a ground for rejecting the goods and treating the contract as repudiated, unless there is a term of the contract, express or implied, to that effect."*

**referred in [1993 PLRonline 0001](#)**