

ALBA LAW OFFICES

Newsletter | June 2025

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HIGHLIGHTS OF THE MONTH

- **The Delhi High Court delves into the intricacies of Section 79 of the Information Technology Act, 2000 while deciding on a permanent injunction suit initiated by Puma SE for the mark ‘PUMA’**

[IndiaMart InterMesh Ltd. vs. Puma SE, (Neutral Citation 2025:DHC:4819-DB)]

The dispute arose when the global sportswear brand PUMA alleged that IndiaMart was hosting counterfeit products that misused the PUMA trade mark (including the logo). PUMA contended that third-party sellers were listing fake goods under its name on the IndiaMart platform. PUMA further contended that including “PUMA” in the site's product listing drop-down menu constituted unauthorized use of its registered trademark, thereby amounting to infringement under Section 29 of the Trade Marks Act, 1999. It further claimed that IndiaMart had failed to conduct proper due diligence or verify listings, effectively facilitating in the infringement.

On the other hand, IndiaMart asserted its role as an intermediary under the Information Technology Act, 2000 (IT Act) and argued that the platform merely facilitates product listings by independent sellers and has no direct commercial interest in how trademarks are used, thereby successfully invoking the “safe harbour” blanket provided under Section 79 of the IT Act. The Division Bench observed that permitting sellers to use brand names like “PUMA” in their product descriptions is not inherently deceptive. The Court highlighted that IndiaMart functions as a business-to-business (B2B) directory, unlike transaction-based platforms such as Amazon or Flipkart, and does not directly handle sales or payments, thereby falling squarely within the protective scope of Section 79 of the IT Act.

Nevertheless, the Court affirmed that the platform must promptly take down infringing content once notified and emphasized that although intermediaries are protected under Section 79 of the IT Act, they still bear responsibility to act on actual knowledge of violations and implement effective due diligence processes.

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- **The Delhi High Court finds no infringement in 'PRO-EASE' v. 'PRUEASE' trademark dispute.**

[RSPL Health Pvt. Ltd. v. Sun Pharma Laboratories Limited & Anr. (FAO (COMM)-65/2025)]

The Delhi High Court recently dismissed an appeal by RSPL Health Pvt. Ltd., the manufacturers of 'PRO-EASE' sanitary products, in a trademark infringement case against Sun Pharma Laboratories Limited, which produces 'PRUEASE' medicine for constipation relief.

RSPL Health Pvt. Ltd. had appealed against a lower court's order that previously dismissed its application for an injunction. Its core argument was that 'PRUEASE' was deceptively similar to its established 'PRO-EASE' trademark and likely to cause confusion among the public.

The High Court, however, concluded that there was no likelihood of confusion being caused to the public. The Court emphasized that the goods in question i.e., the sanitary napkins and constipation medicine are inherently distinct and operate within entirely separate trade channels. This fundamental difference made it highly improbable for a consumer to confuse the two products. Furthermore, the Court found no merit in the claim of passing off, noting that the packaging, depiction of the marks, and additional elements on the labels were sufficiently dissimilar to prevent any confusion.

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○ **The Delhi High Court upholds injunction in “NEWGEN” trademark dispute.**

[Newgen IT Technologies Limited v. Newgen Software Technologies Limited (FAO (COMM)-73/2025)]

In a recent decision, the Delhi High Court reaffirmed the sanctity of contractual acknowledgments by upholding an interim injunction against the use of the “NEWGEN” mark and the corporate name “Newgen IT Technologies Limited.”

The dispute stemmed from a 2023 partnership between Newgen Software Technologies (Respondent) and VCARE InfoTech (Appellant). The parties formalized their collaboration through an agreement signed on July 12, 2023, wherein the Appellant expressly recognized Respondent’s exclusive trademark rights. The agreement clarified that any use of the “NEWGEN” mark by the Appellant was solely permitted due to the partnership.

However, in July 2024, while the partnership was still in force, the Appellant rebranded itself as ‘Newgen IT Technologies Limited’ and proceeded to file for an IPO under the new name. In response, the Respondent issued a cease-and-desist notice, terminated the partnership, and initiated legal action for trademark infringement.

The trial court granted an *ex-parte* interim injunction, which was later confirmed after a full hearing. In appeal, the Appellant argued that it had used the mark ‘NEWGEN IT’ internationally since 2017, claimed that the Respondent had acquiesced to the use, and asserted that ‘Newgen’ was a common, descriptive term. It further argued that the injunction had significantly impacted its IPO plans.

The High Court rejected all arguments, holding that the explicit contractual recognition of trademark rights precluded any claim of *bona fide* adoption. It found that the rebranding was not in good faith and that continued use of the

	‘NEWGEN’ mark was likely to cause confusion and infringe on Respondent’s rights. The Court found no infirmity in the order of the trial court. Consequently, the appeals were dismissed. Read here
○	The Bombay High Court refuses to recognize TikTok as a well-known mark. <i>[TikTok Limited Faheem Ahmad Constituted Attorney of TikTok Limited v. The Registrar of Trade Marks Mumbai & Anr. (Commercial Misc. Petition No. 10/2024)]</i> The Bombay High Court dismissed a petition filed by TikTok Limited (Petitioner) challenging an order dated October 31, 2023, by the Registrar of Trade Marks Mumbai (Respondent), under which the Respondent had refused to recognize ‘TikTok’ as a well-known mark under the Trade Marks Act, 1999 (TM Act). The core of the Court's decision rested on the fact that the TikTok application remains banned in India. The Court highlighted that this ban, imposed by the Government of India under the Information Technology Act and its Rules, is a relevant factor as per Section 11(6) of the TM Act. The Court specifically noted that the reasons for TikTok's ban were grave, pertaining to the sovereignty and integrity of India, its defense, and public order. The Court observed that the Respondent's decision was not made without application of mind, despite the Petitioner's contention that it merely cited press releases. Given the prevailing ban and the serious national security concerns, the Bombay High Court found no error in the Respondent's decision to deny the recognition of mark TikTok as a well-known mark. Read here

○ **The Delhi High Court grants interim injunction in favour of Burger Singh**

[Tipping Mr. Pink (P) Ltd. v. Prabhat Ranjan (O.M.P(I) (COMM) 216/2025)]

The Delhi High Court granted an *ex-parte* ad-interim injunction in favour of Tipping Mr. Pink (P) Ltd. (Petitioner), the proprietor of the ‘BURGER SINGH’ trademark, in a franchise violation case. The Petitioner sought protection under Section 9 of the Arbitration and Conciliation Act, 1996, to prevent Prabhat Ranjan (Respondent) from continued unauthorized use of its registered trademark.

A Franchise Agreement (Agreement) was executed on February 14, 2023 between the parties which granted the Respondent a five-year license to use the ‘BURGER SINGH’ mark. However, due to alleged breaches and violations of the Agreement, the Petitioner terminated the Agreement on May 26, 2025. Despite the termination, an investigator's report indicated that the Respondent continued clandestine operation of the outlet under the licensed marks.

Finding a *prima facie* case, the Court restrained the Respondent from using ‘BURGER SINGH’ or any deceptively similar mark for its goods and services until the next hearing. The Court also appointed a local commissioner to visit the Respondent's premises, conduct a search, and seize any infringing materials such as hoardings, signages, and display boards.

**Disclaimer: the primary source for this piece could not be located and has been taken from a credible news source.*

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○ **The Delhi High Court protects personality rights of Sadhguru**

[Sadhguru Jagadish Vasudev & Anr v. Igor Isakov & Ors. (CS Comm. No. 578/2025)]

The Delhi High Court has issued a dynamic+ injunction to protect the personality rights of Sadhguru Jaggi Vasudev, the founder of Isha Foundation. The order specifically restrains various rogue websites and unidentified entities from exploiting Sadhguru's distinctive personality traits through the unauthorized use of Artificial Intelligence (AI) across all platforms and mediums. The Court noted that the defendants not only utilized Sadhguru's personality rights but went further by employing modern AI technology to modify his images, voice, likeness, and videos for illicit commercial gains.

The Court recognized that Sadhguru possesses unique personality attributes, including his voice, name, signature, image, likeness, vocal articulation style, and distinctive attire, looks, and appearance, all of which have acquired significant recognition and value.

The Court highlighted that any misrepresentation of Sadhguru's endorsement poses an irreparable risk to his personal reputation and to public trust, especially given his unique position as a globally trusted source for spiritual guidance.

To counter these infringements, the Court ordered the immediate suspension and takedown of accounts and YouTube channels found to be exclusively infringing upon Sadhguru's personality rights. Furthermore, it directed the disclosure of basic subscriber information for these infringing entities. Crucially, the Court also instructed the Department of Telecommunications and the Ministry of Electronics and Information Technology to issue notifications and directions to social media platforms, compelling it to block or suspend various websites, social media accounts, and channels that infringe upon Sadhguru's rights.

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- **The Delhi High Court presides over the matter of ‘inadvertent mistake’ by Lenskart in using ‘TITAN’, ‘FASTRACK’**

[Titan Company Limited v. Lenskart Solutions Pvt. Ltd. & Anr., CS (COMM) 589/2025]

In the case filed by Titan Company Ltd., the plaintiff sought a permanent injunction to restrain the infringement and passing off of its registered trademarks "TITAN" and "FASTRACK" by the defendants, Lenskart Solutions Pvt. Ltd.

Titan alleged unauthorized use of its marks on the defendants' website (www.lenskart.com) and in the source code as metatags. A legal notice was served prior to the suit. The main issues were whether such use amounted to trademark infringement and passing off, and whether an injunction should be granted.

Under the Trademarks Act, 1999 the Court examined the matter. The defendants, appearing through counsel, admitted the use was inadvertent, claimed they had removed the marks, and undertook to avoid any future infringement. Based on this, the Court decreed the suit unopposed. Since the matter was resolved on the first date, before summons were issued, the plaintiff was exempted from paying court fees, and all pending applications were disposed of.

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○ **The Delhi High Court awards relief to Dominos Pizza against infringement by various entities on food aggregator platforms**

[Dominos IP Holder LLC & Anr. Vs. M/s. Domnics Pizza & Ors. (CS(COMM) 317/2025)]

In this dispute, the plaintiffs, Dominos IP Holder LLC and Jubilant FoodWorks Ltd. ("Plaintiffs"), approached the Delhi High Court to seek protection against multiple infringing entities operating under deceptively similar names such as "Domnic's", "Dominic", "Domnik", and "Daminic". Domino's brand was initially founded in 1960 as "Dominick's Pizza" and rebranded in 1965. Over the years, it secured trademark registrations in relevant classes in India. In January 2025, the Plaintiffs discovered that

multiple restaurants were using phonetically confusing names on popular food aggregator platforms, namely, Swiggy and Zomato. The Plaintiffs alleged that these users violated their registered marks, diluted their brand identity, and misled customers by creating confusion and trading off their goodwill.

The Court found a strong prima facie case and held that minor spelling differences did not prevent confusion, especially as the defendants operated in the same food service industry. The Court further emphasized that stricter scrutiny was warranted in such cases due to potential health risks.

An *ex parte ad interim* injunction was granted, restraining the defendants from using similar marks and directing food aggregators, Swiggy and Zomato, to delist them.

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○ **The Bombay High Court grants interim relief to the trademark “SOCIAL” against “SOCIAL TRIBE”**

[Impresario Entertainment and Hospitality Private Limited Vs. M/s. Social Tribe (Commercial IP Suit (L) No. 6754 of 2024)]

The Bombay High Court granted an interim injunction in favour of Impresario Entertainment (“Plaintiff”), the owner of the well-known “SOCIAL” brand of restaurants. The Plaintiff operates over 50 outlets across India and holds multiple trademark registrations for the name “SOCIAL” and its variants.

In July 2022, the Plaintiff discovered that the defendant was operating a restaurant under the name “Social Tribe” in Mumbai (“Defendant”). Despite the issuance of cease-and-desist notices and repeated communication, the Defendant neither responded nor appeared before the Court.

The Court observed that the Defendant had copied the “SOCIAL” mark in its entirety and merely added the word “TRIBE”. It further held that the colour scheme, branding, and nature of services provided by the Defendant were deceptively similar to the Plaintiff’s offerings. The Defendant’s non-

appearance and continued use of the “SOCIAL” mark strengthened the Plaintiff’s prima facie case.

Recognising the Plaintiff’s long standing goodwill, turnover of ₹1,500 crore, and established brand presence, the Court restrained the Defendant from using the mark “SOCIAL” or any deceptively similar variant. The Court upheld the Plaintiff’s exclusive rights over the mark and found a clear case of infringement and passing off.

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○ **The Delhi High Court grants permanent injunction in favour of “VOLVO” against misuse by travel business**

[Aktiebolaget Volvo & Ors. Vs. Mantis Technologies Pvt. Ltd. & Ors. (CS(COMM) 199/2020 with I.A. 45773/2024)]

The Delhi High Court has granted a permanent injunction in favour of the Plaintiffs, restraining multiple travel businesses from misusing the “VOLVO” trademark. The Plaintiffs, renowned players in the automotive sector, hold registered trademarks for “VOLVO” across several classes in India. The dispute arose after the Plaintiffs discovered that various Indian travel operators were using the “VOLVO” name in domain names and marketing without any official connection to the brand. These activities continued despite the issuance of cease-and-desist notices, prompting the Plaintiffs to initiate legal proceedings seeking injunctive relief, damages, and domain name transfers.

Upon reviewing the evidence, the Court found that the Defendants had deliberately used the mark in a way that suggested an association with the plaintiff’s services, particularly in the travel and transport sector. The court noted that such use was misleading, unauthorised, and intended to capitalise on the Plaintiff’s brand reputation.

In its ruling, the Court confirmed that the Plaintiffs had established a long-standing presence and significant brand recognition in India. It held that the unauthorised use of the mark amounted to both trademark infringement and

passing off. As a result, the Court passed a decree restraining the Defendants from using the “VOLVO” name and directed domain registrars to transfer infringing domain names to the Plaintiffs. Additionally, the Court awarded damages, ₹2,00,000 from the one of the Defendants and ₹50,000 from each of the Defendants.

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○ **The Bombay High Court grants Marico interim injunction against use of deceptively similar packaging by Cocoplus**

[Marico Limited v. Zee Hygiene Products Pvt. Ltd. & Ors., Commercial IP Suit (L) No. 32952 of 2024 with Interim Application (L) No. 33099 of 2024]

The Bombay High Court while granting interim relief to Marico Limited (Plaintiff), restrained Zee Hygiene Products Pvt. Ltd. and others (Defendants) from using labels, packaging, and bottles that are deceptively similar to Marico's popular “Parachute,” “Parachute Advanced,” and “Parachute Jasmine” products.

In the present case, the Plaintiff had moved to the Hon’ble Court for an action for infringement of the Plaintiff’s trademark and copyright, and passing off, against the use of the mark “Cocoplus” by the Defendant, which the Defendant claimed to have been using since 2008 and had registered since 2005.

The Court, while observing that the Defendant was not using the registered version of its trademark but a variant strikingly similar to Marico's trade dress, held that it was prima facie evident that the essential features of the Plaintiff's trademark have been slavishly copied by the Defendant, and there is absolutely no justification given by the Defendant on choosing the similar trade dress/packaging/label on related goods when its registered mark is different.

The Court, while granting relief to the Plaintiff, also held that “honest adoption” could not be claimed in cases where the “essential features” of the Plaintiff's products had been slavishly copied.

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○	The Delhi High Court grants dynamic+ injunction in favor of JioStar against unauthorized digital streaming of India’s Tour of England <i>[Jiostar India Pvt. Ltd. formerly known as Star India Pvt. Ltd v. https://CRICLK.COM & ors., CS(COMM) 566/2025]</i> Delhi High Court has granted a Dynamic+ injunction in favour of JioStar (Plaintiff) to protect its copyrighted works as soon as they are infringed/ created, with respect to the digital streaming of India Tour of England 2025 matches. The Court stated that during the streaming of the India Tour of England 2025, if, any further websites, such as mirror/ redirect/ alphanumeric variations of the “rogue websites” are discovered which are illegally streaming and communicating content over which the Plaintiff has rights, the Plaintiff will be at liberty to communicate the details of these websites to their concerned DNRs, if available, or in the alternative to the ISPs for blocking the said websites. The Court, while granting the injunction, observed that intellectual property right holders like the Plaintiff are prone to/ may be exposed and/ or vulnerable to the actions of the “rogue websites”, more so if such right holders like the Plaintiff are not accorded proper protection from them. The Court also observed that such “rogue” websites, under the garb of privacy, are able to mask their registration/ contact details perfectly, making it virtually impossible to locate and contact their operators to, if necessary, demand cessation of infringing conduct. Read here
○	The Calcutta High Court clarifies eligibility of advocates to serve as arbitrators

[*Damodar Valley Corporation v. Aka Logistics Private Limited (AP-COM/178/2025)*]

The Calcutta High Court has clarified the criteria for an Advocate's eligibility to act as an arbitrator, particularly concerning past professional engagements with law firms. The Court ruled that an Advocate is not automatically disqualified from arbitrating a dispute merely because a law firm representing one of the parties in the arbitration had previously briefed the Advocate in unrelated matters concerning different clients.

This decision came in response to an application under Section 14(2) read with Section 15 of the Arbitration and Conciliation Act, 1996 (Act), seeking to terminate an arbitrator's mandate due to alleged *de jure* incapacity. The petitioner argued that, in the present matter, the Advocate appointed as the Arbitrator failed to disclose a prior professional relationship with one M/s. Choudhury & Co. (the claimant's advocate-on-record) which the petitioner believed constituted a disqualification under Schedule VII of the Act.

The Court meticulously examined Schedule VII of the Act, which outlines relationships with parties or counsel that renders an individual ineligible to be an arbitrator.

The Court observed that interpreting the rules so broadly, i.e., by disqualifying an Advocate solely because a law firm had previously engaged him in unrelated matters, would be impractical and could result in a large number of Advocates being ineligible to serve as arbitrators. The legislative intent, the Court reasoned, was to prevent actual conflicts of interest and not the routine professional engagements.

Consequently, the application to terminate the Arbitrator's mandate was dismissed.

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The Delhi High Court reiterates that unilateral appointment of arbitrator is null and void

[Mahavir Prasad Gupta & Sons v. Government of NCT Delhi, FAO (COMM) 170/2023]

In the present case, the dispute arose out of a road construction contract where the Appellant completed the work, but the Respondent withheld the final payment citing alleged deficiencies.

A third-party audit found the work to be within acceptable limits, yet payment was not released. The Appellant invoked arbitration under clause vide letter dated 18.10.2018, and the Respondent appointed the arbitrator. The arbitrator awarded ₹1.76 crore to the Appellant.

The Respondent challenged the Award under Section 34 of the Arbitration and Conciliation Act, 1996 on the ground that the appointment of the learned Sole Arbitrator was in violation of Section 12(5) of the Act read with the Seventh Schedule of the Act and submitted that Learned Sole Arbitrator was appointed unilaterally by the Chief Engineer of the Respondent and, accordingly, was ineligible to be appointed as an arbitrator under Section 12(5) of the Act read with the Seventh Schedule of the Act. . The Commercial Court set aside the award under Section 34 of the Arbitration and Conciliation Act, 1996 holding the appointment invalid. The High Court upheld this view, emphasizing that unilateral appointments are void ab initio and against public policy. It reiterated that the ineligibility of an arbitrator cannot be waived by mere participation; a valid waiver under Section 12(5) of the act requires an express agreement in writing after the dispute arises. An award by an ineligible arbitrator is a nullity and may be challenged at any stage, even by the appointing party. Accordingly, the appeal was dismissed, and the impugned order was affirmed.

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- **The Karnataka High Court rules that pre-litigation mediation under Section 12A of the Commercial Courts Act, 2015, is not mandatory if the Civil Court had previously referred the Parties to mediation before returning the plaint**
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[P Vasudeva Kamath & Anr. v. Jayashri R Kamath, Writ Petition No.9697 of 2025]

The Karnataka High Court reiterated that when commercial suit is instituted before the Court for the first time, Section 12A of the Commercial Courts Act, 2015 (“Act”), becomes mandatory and without the pre-institution mediation and settlement, the commercial suit cannot be entertained. However, the Court has clarified that in the event the commercial suit is presented before the competent Civil Court and the competent Civil Court has initiated efforts for mediation which have ultimately failed, then after such failure, upon realising that the plaint ought to be presented before the Commercial Court, the mediation proceed under Section 12A of the Act need not be followed by the Commercial Court before entertaining the plaint.

The Court observed that the soul of Section 12A of the Act is to avoid multiplicity of litigation; however, in the present case, before an application was made to return the plaint to be presented before the Commercial Court, the competent Civil Court had already adjourned the matter on several occasions for the purpose of talks of settlement and recording of settlement.

The Court stated that in such a situation, the parties are the same, but the Court is different, and since the substantial compliance of Section 12A was done by the Civil Court, as the matter was referred to mediation before registration of commercial suit, it was not necessary to refer it for mediation all over again.

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- **The Bombay High Court rules that the experience of the proprietor of a firm who later becomes the partner of an LLP can be considered as the experience of the LLP**

[Nandkumar Infrastructure LLP v. The Superintendent Engineer & Ors., Writ Petition No. 13895 of 2024]

Bombay High Court, in the present matter, referred to the Apex Court ruling in the case of *New Horizon Limited v. Union of India* [(1995) 1 SCC 478], wherein it was held that where a person having past experience has entered into a partnership and the tender has been submitted in the name of the partnership firm, the earlier experience of one of the partners of the firm can be taken into consideration. The High Court observed that once it is accepted that a proprietor's experience can be recognized as experience of the LLP's experience after the proprietor joins the LLP, it becomes irrelevant whether there is an actual merger of business or not.

In the present case, the Respondent had rejected the bid of the Petitioner, citing the non-submission of a notarized Business Transfer Agreement to establish that the experience from the sole proprietor firm was transferred to the Petitioner.

The Court observed that Section 23 of the Limited Liability Partnership Act, 2008, which provides for rights and duties of an LLP through an agreement, does not prevent an LLP from counting a partner's past experience (before joining the LLP) as the experience of the LLP.

The Bombay High Court, while allowing the Petitioner to count the partner's past experience as experience of the LLP, held that the Petitioner shall be eligible for the tender process and directed the Respondent to open the financial bid accordingly.

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- **The Delhi High Court rules that an employee cannot be confronted with a situation where he has to either work with his previous employer or remain idle**

[Varun Tyagi v. Daffodil Software Private Limited., FAO 167/2025 & CM APPL. 36613/2025]

Delhi High Court, while ruling that any term/clause of the employment contract that restricts the right of the employee to get employed post

termination of the employment contract shall be void, being contrary to Section 27 of the Indian Contract Act, 1872.

The Hon'ble Court also observed that the reasonableness and whether the restraint is partial or complete is not required to be considered at all when an issue arises as to whether a particular term of contract is or is not in restraint of trade, business, or profession.

The present appeal was filed by the Appellant against the order dated 03.06.2025 (Impugned Order), passed by the Saket District Court, Delhi (District Court). The Impugned Order restricted the Appellant from working with Digital India Corporation (DIC) and National E-Governance Division (NeGD) until the final disposal of the Suit by the Trial Court.

The Appellant had resigned from the Respondent company and joined DIC after serving the notice period. However, DIC was the business associate of the Respondent Company, and therefore, the Respondent Company claimed that the employment of Appellant with DIC was violative of the "Non-solicitation and Non-compete" clause of the Employment Agreement.

The Hon'ble Court, while analysing the validity of such solicitation and Non-compete clauses, held that an employee cannot be confronted with the situation where he has to either work for the previous employer or remain idle. In employer-employee contracts, the restrictive or negative covenants are viewed strictly as the employer has an advantage over the employee, and it is quite often the case that the employee has to sign a standard form contract or not be employed at all.

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○ **India publishes practical paper titled 'Business Requirement Document for Consent Management under the DPDP Act, 2023'**

The National e-Governance Division of the Ministry of Electronics and Information Technology recently released a practical paper that "*outlines the objectives and functionalities of the platform designed to align with the Digital*

Personal Data Protection (DPDP) Act”. Here, the platform refers to the Consent Management System (CMS) and this practical paper is a Business Requirement Document (BRD) for detailed understanding of the CMS as well as the practical scope of the DPDP Act.

The purpose of this practical paper is to act as a roadmap for building and using a system that helps individuals (or Data Principals) take control of their personal data. It also supports Data Fiduciaries and Data Processors by offering the tools and integrations needed to handle data consents securely and in line with legal requirements. The BRD breaks down key components, such as how grievances will be addressed, and outlines features like setting data retention policies—ensuring the system runs smoothly while staying compliant.

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○ **The Supreme Court decides on a suit arising out of post-revocation sale deed**

[Vinod Infra Developers Ltd. Vs. Mahaveer Lunia & Ors., (Neutral Citation: 2025 INSC 772)]

Vinod Infra Developers Ltd. (“Vinod Infra”), the appellant, had acquired approximately 18 bighas of agricultural land in Jodhpur in 2013. In 2014, the company passed a board resolution authorizing its Managing Director, Mr. Vinod Singhvi, and Respondent No. 1, Mahaveer Lunia, to handle the land’s sale. Pursuant to this, unregistered documents, being an agreement to sell and a power of attorney, were executed in favour of Respondent No. 1. Additionally, a loan of ₹7.5 crores was extended to Vinod Infra by Respondent No. 1 before the execution of the unregistered documents where the sale deed of the land was provided to the respondents as security for the loan.

In 2022, the board resolution and power of attorney were revoked due to the respondents’ failure to return the original sale deed of the land upon settlement

of the loan. Despite this, the respondents executed and registered two sale deeds in relation to the land in July 2022 in their favour, thereby mutating their names in the revenue records. Vinod Infra then filed a civil suit seeking declaration, possession, and permanent injunction. The present appeal arises from the impugned judgement wherein the Rajasthan High Court reversed the Trial Court's decision which refused rejection of the plaint under Order VII Rule 11 of the Code of Civil Procedure, 1908.

The Supreme Court held that even a single valid cause of action, such as the post-revocation sale deeds, was sufficient to sustain the suit. It emphasized that substantial triable issues existed, including questions of title, fraud, and whether the transaction was a disguised mortgage. Reaffirming that civil courts, not revenue authorities, must adjudicate title disputes, the appeal was allowed, and the trial court was directed to proceed on merits.

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- **The Karnataka High Court has held that the caretaker of the property remains in possession on behalf of the Owner(s) and cannot be held to have acquired any interest in the property**

[Sriramulu v. U Ravi Rao & Others, Miscellaneous First Appeal No. 3281 of 2025]

In the present case, the owner of the suit property let out a portion of the property to the Plaintiff at a nominal rent of Rs. 250/- per month, and was also appointed as a caretaker of the whole property. Therefore, the suit property remained in possession of the Plaintiff for a period of over 50 years. And basis this settled possession of the suit property, the Plaintiff filed suit for a declaration of rights and sought a temporary injunction to restrain the Defendants. The Trial Court, by order dated 09.04.2025, dismissed the applications.

On appeal to the Karnataka High Court, the Court dismissed the appeal against the order of the Trial Court. The Court held that the caretaker of the property

remains in possession of a property only on behalf of the owners and does not acquire any interest in the property. The Court held that the caretaker is under an obligation to hand over possession to the defendants on demand.

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- **The Kerala High Court rules that if the attesting witness is dead, the Will can be proved by matching the handwriting of the witness**

[Dr. K.R. Leela Devi v. K.R. Rajaram and Ors., RFA No. 715 of 2013]

Kerala High Court has ruled that when no attesting witness can be found, it must be proved that the attestation by at least one attesting witness is in his handwriting and that the signature of the person executing the document is in that person's handwriting.

In the present case, the Appellant had filed a suit for partition against her brother and the children of deceased siblings, in the Trial Court. The first Defendant contested the suit, claiming that one of the properties belonged to him under a Will executed by their mother before her death. The Trial Court decreed the suit in part, allowing the contention of the Defendant and excluding the said residential plot. The Appellant challenged this decree in the present appeal.

In this case, the original Will was untraceable, but a photocopy and other registration records were available. The attesting witnesses were unavailable as they had died. DW5, who prepared the Will, confirmed in court that the Will was executed in the presence of the testator and the attestors. He also testified that the Will was presented for registration and identified the signatures.

The High Court observed that it is settled law that the role of the court, while considering the question whether there are suspicious circumstances related to the execution of the Will, is to ascertain whether the evidence on record satisfies its conscience to see that the instrument propounded as the last Will of the deceased is a product of a free and sound disposing mind of the testator.

	The Court further ruled that if the propounder of the will succeeds in proving that the attesting witnesses are dead, the Will can be proved by establishing that the signature of the executant and the attestation by at least one witness are in their respective handwritings. The High Court, while relying on the testimony of one of the Defendants, who prepared the will, and confirmed in court that the Will was executed in the presence of the testator and the attestors, ruled in favor of the Defendant and dismissed the present appeal. Read here
○	The Supreme Court decides that a developer, while paying compensation to allottee, does not have to consider the interest on the loan availed by the allottee <i>[Greater Mohali Area Development Authority (GMADA) through its Estate Officer (H) v. Anupam Garg etc., (Neutral Citation 2025 INSC 808)]</i> In the present case, the allottee (respondent) had approached the State Consumer Forum alleging deficiency in service by GMADA (appellant) in light of a housing scheme. The State Consumer Forum, deciding in favour of the respondent, awarded the entire refund of the purchase amount along with interest and damages for litigation cost and mental agony faced by the respondent. The State Consumer had also awarded the respondent the entire refund of the interest paid by the respondent while availing loan from the bank to avail the housing scheme. The National Consumer Disputes Redressal Commission affirmed the State Consumer Forum's decision and added additional costs to be paid to the respondent. The Supreme Court, modified the State Consumer Forum's decision and ruled out the refund of the interest on the respondent's loan, reasoning being that in a real estate transaction, the developer is not concerned with how the buyer arranges funds to purchase the flat as this has no bearing on the developer's

obligations. The legal relationship between the parties is strictly that of a service provider and a consumer. Therefore, if there is a delay or deficiency in delivering the promised flat, the buyer, as a consumer, is entitled to compensation as per the terms of the contract. In such cases, refunding the full principal amount along with the interest as stipulated in the agreement, is considered sufficient compensation, and no further liability rests on the developer once this remedy is provided.

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○ **The Madras High Court directs NHAI to collect toll only upon restoration of roads to standard condition**

[V. Balakrishnan v. The General Manager, National Highways Authority of India, (Neutral Citation 2025:MHC:1264)]

The case arose from a public interest litigation (PIL) filed by V. Balakrishnan (petitioner) concerning the condition and management of the Madurai–Tuticorin stretch of the national highway. The petitioner brought to the Madras High Court’s attention that despite the highway being operational since 2011, the contractor responsible had failed to comply with essential maintenance obligations, yet toll collection continued at two toll plazas on the stretch.

An RTI query by the petitioner revealed that the contractor owed ₹563.83 crore due to defaults in contractual obligations due to which the contract was terminated by the National Highways Authority of India (NHAI). In light of these facts, the Court noted that despite taking over the toll plazas, the NHAI failed to perform the necessary maintenance, despite the public continuing to pay the toll charges.

The Court emphasized that the right to safe, well-maintained roads is integral to the right to life under Article 21 of the Constitution. The NHAI, being a statutory authority, has a clear duty to maintain national highways in a motorable condition and ensure compliance with environmental requirements,

such as tree plantation. Toll collection without providing these basic services was found to be unjust and in violation of citizens' fundamental rights.

Accordingly, the Madras High Court restrained NHAI from collecting any further tolls from the two toll plazas on the concerned stretch until the authority fulfills its maintenance obligations. The Court directed NHAI to enforce the tree plantation requirements on both the roadside verges and the center median, and to initiate proceedings to recover the outstanding dues of ₹563.83 crore from the defaulting contractor.

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- **The Kerala High Court has held that the manager of a firm cannot file a complaint in his personal capacity, under Section 138 of the Negotiable Instruments Act, 1881, if the Payee of the cheque was the firm**

[K. Ramachandran v. Gopi & Anr., Criminal Appeal No. 968 of 2007]

Kerala High Court has held that if the manager of the firm in his individual capacity launches prosecution against the accused, alleging commission of the offence punishable under Section 138 of the Negotiable Instruments Act, 1881 (N.I Act), where the money is due to the firm and not to him, the prosecution is defective and not as mandated by law.

In the present case, the High Court was hearing an appeal against the judgment of the Trial Court in a case under Section 138 of N.I Act, wherein the Trial Court had acquitted the accused on the ground that the cheque was issued towards the money due to the firm and not pertaining to any personal liability of the complainant.

The High Court, while observing that the firm, company, or concern could be represented by an authorised officer, ruled that Section 142(1)(a) of N.I Act provides that the Court shall not take cognizance of an offence under Section 138 of N.I Act except upon a complaint, in writing, made by the payee (person named in the instrument). Therefore, if the Payee is the firm, the complaint as

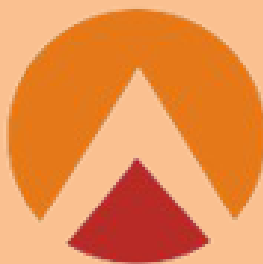
	to be filed by the authorized officer of the firm on behalf of the firm and not in his personal capacity. Read here
○	PhonePe acquires GSPay IP, set to bring UPI into feature phones PhonePe has announced its entry into the feature phone payments market by acquiring the GSPay technology stack from Gupshup. GSPay is a mobile payment solution built on the National Payments Corporation of India (NPCI) ‘UPI 123Pay framework’, which facilitates UPI-based transactions on feature phones without the need for internet access. The GSPay platform acquired by PhonePe will enable users to perform a range of UPI transactions through various offline methods such as missed calls, SMS-based instructions, etc. The move aligns with the Reserve Bank of India and NPCI's initiative launched in 2022 to promote UPI 123Pay and make digital payments accessible to all, including those who do not use smartphones. PhonePe’s feature phone UPI solution comes at a time when the company is preparing for its Initial Public Offering (IPO), making this expansion a highly strategic decision. Read Here
○	The Ministry of Road Transport and Highways has released a notification dated June 04, 2025, for Guidelines to the “Cashless Treatment of Road Accident Victims Scheme, 2025” <i>[Gazette ID: CG-DL-E-06062025-263647]</i> The Central Government has issued Guidelines to the Cashless Treatment of Road Accident Victims Scheme, 2025 that aims to create a robust system for

cashless treatment of victims of accidents during the ‘golden hour’ which is the first hour after a traumatic injury, to prevent fatalities. Key aspects of this scheme include:

- Coverage of all victims of road accidents, regardless of their insurance status.
- Treatment up to ₹1.5 lakh per victim, within a maximum period of seven days from the date of the accident.
- Full cashless treatment for victims only at designated hospitals under the scheme.
- In non-designated hospitals, treatment is limited to initial stabilization, as specified in the guidelines.
- Implementation by the National Health Authority in coordination with state health agencies, police, and hospital networks.

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