

ALBA LAW OFFICES

Newsletter | July 2025

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HIGHLIGHTS OF THE MONTH

- **The Delhi High Court to hear the trademark infringement dispute between Swagath and Swagath**

[Swagath v. Hotel Swagath, CS(COMM) 652/2025]

The Delhi High Court has issued notice in a trademark infringement suit filed by the restaurant chain “Swagath” (“Plaintiff”) against “Hotel Swagath,” (“Defendant”) a hospitality group based in Telangana. The Plaintiff runs a popular chain of restaurants and hotels across North India and has alleged that the Defendant’s use of an identical name is infringing upon its rights and diluting its established brand reputation.

The Defendant, on the other hand, is a Hyderabad-based group, operating numerous outlets in Telangana. It holds a registered trademark for “SWAGATH” in Class 43 since 2017 which has been challenged by the Plaintiff by way of a rectification petition alongside the present civil suit.

While the Plaintiff sought an interim injunction to restrain the Defendant from using the mark until the suit is decided, the Court has not yet granted any interim relief and the matter has been listed for further hearing.

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- **The Bombay High Court dismisses PIL against Prada over Kolhapuri Chappal design dispute**

[Prof. Adv. Ganesh S. Hingmire And Ors. v. PRADA Group and Ors., PIL No. 72 of 2025]

The Bombay High Court has dismissed a Public Interest Litigation (PIL) filed by a group of lawyers and an NGO, Jijau Pratishthan, against the luxury fashion house Prada. The petition alleged that Prada's Spring/Summer 2026 footwear line bore an unauthorised resemblance to Kolhapuri chappals, which are protected under India's Geographical Indications of Goods (Registration and Protection) Act, 1999 ("GI Act").

The High Court ruled that the petitioners did not have the legal standing to maintain the PIL, as they were neither registered proprietors of the GI nor authorised users under the GI Act. The High Court further clarified that enforcement of rights under the GI Act must be initiated through civil proceedings by the rightful stakeholders, namely LIDCOM (Maharashtra) and LIDKAR (Karnataka), who jointly hold the GI registration for Kolhapuri chappals.

However, this ruling will not prevent the registered GI proprietors from filing a civil suit to enforce their rights that they deemed to have been violated.

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- **The Delhi High Court held that in order to claim passing off, goodwill of the mark be established in India**

[Vip Industries Ltd v. Carlton Shoes Ltd & Anr., FAO(OS)(COMM)151/2023]

The dispute stemmed from cross-suits between Carlton Shoes (CSL) and VIP Industries. Both parties owned trademark registrations for "CARLTON" in

India. CSL, using the mark since 1994 primarily in footwear, and VIP, holding international rights and using it domestically for travel bags since 2004, each claimed infringement and passing off.

However, the Court emphasized that mere global or international goodwill is insufficient in passing off actions. Domestic goodwill, considering India's territorial application of laws, for the contested mark is essential. CSL successfully proved its use of mark "CARLTON" and the associated reputation in India preceding VIP's use. VIP, despite its international lineage, failed to show that its prior international usage had translated into Indian market goodwill before CSL's established presence. Consequently, CSL's broader goodwill in India justified restraining VIP's use of the same mark for bags, despite VIP's claims of class specific goodwill.

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- **The Delhi High Court decides the dispute between Peru and Chile for Geographical Indication (GI) over ‘PISCO’**

[Asociacion De Productores De Pisco A.G. v. Union of India & Ors., W.P.(C)-IPD 17/2021]

The case arose after Peru’s Embassy in India applied for Geographical Indication (GI) registration for "PISCO" in 2005. The Indian Trade Marks Registry initially approved “Peruvian PISCO” in 2009, but this was overturned by the Intellectual Property Appellate Board (IPAB) in 2018, granting exclusive rights to the unqualified term “PISCO” to Peru. Chilean association of producers challenged that decision, asserting historical precedence, documented use since the early 18th century, and GI recognition in multiple international jurisdictions.

The High Court acknowledged both nations produce fundamentally ‘distinct’ products under the shared name – Peru uses single distillation, specific grape varieties, and no ageing, while Chile allows multiple distillations, blending, and barrel ageing. Drawing attention to differences in grape varieties, production methods, and ageing techniques, the High Court concluded that this is a case of “homonymous GIs”, i.e., identical names used for goods from different regions and cultures and it is fundamental based on honest use and adoption.

Consequently, the High Court set aside the IPAB’s exclusive grant to Peru, instructing that Peru’s registration be modified to “Peruvian PISCO”, and directed the Registrar to process Chile’s application for “Chilean PISCO” in accordance with law. The High Court ruled that both countries have valid and distinct claims to the name but held that clear country-specific identifiers are essential to avoid consumer confusion.

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- **The Delhi High Court revives Crocs' passing off suits against Indian footwear brands**

[M/s Crocs Inc. USA v. M/s Bata India Ltd. & Ors., RFA (OS) (Comm) 22/2019 & RFA (OS) (Comm) 23/2019]

In a significant ruling, the Delhi High Court's Division Bench, revived the passing off suits filed by Crocs Inc. USA against Indian footwear companies including Bata, Liberty, Relaxo, and others. The Court overturned a 2019 decision by a Single Judge who had dismissed Crocs' lawsuits on the grounds of non-maintainability.

Crocs had registered its unique footwear design under Design Act, 2000. Upon discovering similar footwear sold by Indian companies in 2015, Crocs sued for passing off, alleging that the defendants deceptively imitated its footwear to mislead consumers, whose popularity had obtained it a status of a "shape trademark". Initially, these claims were dismissed on the ground that a registered design cannot form the basis of a passing off action unless "something extra" beyond the registered design is shown.

However, the Division Bench disagreed and held that the existence of a registered design does not extinguish common law rights for passing off action of a design. The Division Bench clarified that proof of goodwill, consumer association, and misrepresentation suffices for a passing off claim, even during the design's validity period.

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- **The Delhi High Court grants ex-parte injunction to Birkenstock in trademark infringement case**

[Birkenstock IP GmbH v. Ashok Kumar/John Doe & Ors. (CS(COMM) 531/2025)]

The Delhi High Court has granted an ex-parte ad-interim injunction in favour of Birkenstock IP GmbH (“Plaintiff”), restraining multiple unidentified parties (John Doe(s)/Ashok Kumar(s)) (“Defendants”) from manufacturing, selling, or distributing counterfeit versions of the Plaintiff’s products. The Court found that the Defendants’ footwear appeared to be low-quality imitations of the Plaintiff’s designs, likely to mislead consumers into believing they were purchasing genuine products of the Plaintiff. The Court emphasized that the Plaintiff had made out a *prima facie* case of trademark infringement.

The Plaintiff alleged that counterfeit products were being mass-produced in Agra, Uttar Pradesh, and distributed across India, including markets in Delhi. The Plaintiff sought a permanent injunction against the Defendants to prevent further misuse of its brand reputation, along with the appointment of a Local Commissioner to inspect and seize counterfeit goods. The Court concurred, noting that such infringement would cause irreparable harm to the Plaintiff’s goodwill.

In its order, the High Court restrained the Defendants from manufacturing, packaging, advertising, or selling any products bearing the Plaintiff’s trademarks. Additionally, Local Commissioners were authorized to conduct raids at suspected locations to identify and seize counterfeit stock.

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○ **The Delhi High Court denies interim relief to Toyota in patent case**

[Kabushiki Kaisha Toyota Jidoshokki V. LMW Limited (Neutral Citation: 2025:DHC:5122)]

In a recent ruling, the Delhi High Court dismissed an interim injunction application filed by Kabushiki Kaisha Toyota Jidoshokki (Toyota) against LMW Limited (LMW), citing the expiry of the patent and reiterating the

fundamental principle that no lifetime monopoly exists under the Patents Amendment Act, 2002 (“the Act”).

Toyota alleged that LMW’s Spinpact spinning machine infringed its patents and sought to restrain further use of the technology. LMW countered with a revocation claim, citing lack of novelty, and inventive step.

The Court noted that patents which were the basis of the suit had expired on May 24, 2025, thereby removing the legal basis for injunctive relief. Relying upon Section 53 of the Act, the Court held that a patent, once expired, ceases to have effect and enters the public domain. It further observed that granting interim relief post-expiry would amount to an unauthorized extension of monopoly.

While the Court acknowledged Toyota may have had a *prima facie* case during the patent’s subsistence, it concluded that any alleged infringement occurring during the patent term can be compensated in monetary form at the final stage of the present suit.

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○ **The Himachal Pradesh High Court halts sale of "Old Mist Coffee Rum" in trademark dispute**

[Mohan Meakin Limited v. Eston Roman Brewery & Distillery Pvt. Ltd. (Commercial suit No. 07/2025)]

The Himachal Pradesh High Court has issued an *ex parte* interim injunction against Eston Roman Brewery & Distillery Pvt. Ltd. (“Defendant”), restraining the company from selling and distributing its product "Old Mist Coffee Rum." The order was passed in response to a trademark infringement suit filed by Mohan Meakin Limited (“Plaintiff”), the manufacturer of rum named "Old Monk Coffee”. The Plaintiff argued that "Old Mist Coffee Rum"

had visual and textual similarities to its registered trademark, potentially misleading consumers and resulting in passing off.

The Court observed that the Plaintiff holds a valid trademark registration for "Old Monk Coffee". Upon reviewing the evidence, the Court found substantial resemblance between the two products. It held that a *prima facie* case of trademark infringement had been established and that continued sale of the Defendant's product would likely lead to consumer confusion.

The Court granted the interim injunction, directing Defendant along with its agents, employees, and distributors, to immediately halt all sales and distribution of "Old Mist Coffee Rum" until further orders.

[Read here](#)

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- **The Delhi High Court orders grant of damages to 'Veerji Malai Chaap Wale' in trademark infringement suit against various eateries and food delivery joints**

[M/s Veerji Restaurant Private Limited v. Yash Rai & Ors. (CS (COMM) 862/2023)]

The Delhi High Court has recently awarded Rs. 5 lakh as costs and damages in favor of M/s Veerji Restaurant Pvt. Ltd. ("Plaintiff") in a trademark infringement suit filed against five eateries and food joints ("Defendants").

The Plaintiff runs a large restaurant chain under the brand "VEERJI MALAI CHAAP WALE" and had filed a suit before the Court seeking a permanent injunction restraining copyright and trademark infringement and passing off of the Defendants' services as those of the Plaintiff.

The Court while granting permanent injunction against the Defendants observed that despite being served notices and an interim injunction granted in favor of the Plaintiff, the Defendants (except one) did not appear in the Court or file any defense, and thus, their conduct not only warranted but also

	necessitated imposition of both costs and damages amounting to Rs. 1,00,000/- to the Plaintiff, by each defendant. Read here
○	The Delhi High Court grants interim injunction to protect the mark ‘Tata’ from infringement <i>[Tata Sons Private Limited & Anr. v. John Doe & Ors. CS (COMM) 685/2025]</i> In the present case, Tata Sons Private Limited and Tata Consumer Products Limited filed a suit seeking a permanent injunction against unknown parties (John Doe defendants) for infringing their registered trademarks and engaging in fraudulent activities. The Plaintiffs alleged that multiple fake websites were set up by the Defendants using the well-known TATA mark to impersonate Tata employees and offer fake dealership and distributorship opportunities, thereby defrauding the public. The Plaintiffs submitted evidence of multiple domains, phone numbers, and UPI accounts used in the scam. The Court was satisfied that a prima facie case of trademark infringement and fraud was made out and noted the irreparable harm caused to both the Plaintiffs and the general public. The balance of convenience was also found to favour the Plaintiffs. Accordingly, the Court granted an interim injunction restraining the Defendants from using the TATA mark in any form and directed internet service providers, telecom operators, domain registrars, banks, and government bodies to suspend the fraudulent websites, block the involved phone numbers, and freeze the related bank/UPI accounts. Read Here
○	The Delhi High Court grants interim injunction to protect the marks ‘Reliance’ and ‘Jio’ from intellectual property violation

[Reliance Industries Ltd. v. Pawan Kumar Gupta & Ors. (CS(COMM) 675/2025)]

Reliance Industries Limited recently approached the Delhi High Court after discovering that its brand names “RELIANCE” and “JIO” were being misused by unknown sellers online. The suit was prompted by the discovery that several sellers were marketing poha, flour, and makhana under similar branding on major e-commerce platforms including Amazon, Flipkart, Meesho, and Indiamart.

Reliance alleged that unknown sellers had not only used deceptively similar marks but also copied their key packaging elements like flame designs, font styles, and colour schemes to confuse consumers. The products were allegedly being marketed to semi-literate and rural buyers, thereby increasing the risk of deception and potential harm.

Reliance issued takedown notices, but the sellers couldn’t be traced, prompting the company to approach the Court who upon review, found enough evidence to support Reliance’s claim of trademark infringement, passing off, and copyright violation. The Court also highlighted the potential risk to consumers, particularly because the case involved essential food items, where misbranding could have serious consequences.

Accordingly, the Court passed an ex parte ad interim injunction restraining the sellers from using the “RELIANCE” and “JIO” marks or any deceptively similar variants on any goods. It also directed the e-commerce platforms to remove all listings that infringed on Reliance’s rights and to share the details of the sellers with Reliance so they could take further legal action.

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○ **The Delhi High Court declares ‘Nutella’ a well-known trade mark**

[Ferrero Spa v. M.B. Enterprises, (CS(COMM) 593/2021)]

The Delhi High Court has officially declared “Nutella” as a well-known trademark under Section 2(zg) of the Trade Marks Act, 1999. The Court

emphasized that Nutella has been used consistently worldwide since 1964, with registrations dating from 1975, and has established substantial recognition in India through extensive advertising and strong sales performance. The Court noted that Nutella had already earned a well-known status globally via WIPO and INTA.

In the present infringement suit, the defendant was found to have manufactured, packaged, and sold counterfeit Nutella products using identical trademarks, labels, and trade dress, thus, the Court issued a permanent injunction restraining the entire trade chain of the defendant from dealing in counterfeit products. It also awarded damages and costs towards the Delhi High Court Bar Association's welfare fund, citing the considerable public health risks posed by fake edible goods, particularly to children, and the dilution of the petitioner's goodwill.

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○ **The Delhi High Court directed Patanjali to cease denigrating advertisements of Dabur Chyawanprash**

[Dabur India Limited v. Patanjali Ayurved Limited and Anr., CS(COMM) 1195/2024]

Dabur alleged that the Television commercial, featuring yoga guru Baba Ramdev, falsely claimed that only Patanjali, with its alleged deep knowledge of Ayurveda and Vedas, could produce the “original” chyawanprash. It also referred to competitors’ products as “ordinary” and substandard. The advertisements claimed Patanjali used “over 51 herbs,” whereas Dabur argued it contained only 47, amounting to misleading consumers.

The High Court observed that such comparative claims crossed the permissible boundary of commercial speech, especially for a regulated medicinal product. The High Court ruled that while Patanjali is free to assert superiority, it cannot denigrate competitors with misleading narratives.

The High Court, consequently, directed Patanjali to remove certain

	disparaging statements from its print and television advertisements promoting "Patanjali Special Chyawanprash". Read Here
○	The Calcutta High Court dismissed Emami's claims of disparaging advertisement by Dabur based over the word 'sadharan' <i>[Emami Ltd. v. Dabur India Ltd., APOT No. 53 of 2025]</i> A Division Bench of the Calcutta High Court rejected Emami's appeal challenging Dabur's advertisement for its "Cool King" prickly heat powder. Emami claimed that the use of the Hindi word "sadharan" (ordinary) to describe a rival bottle implicitly disparaged its products, "Dermi Cool" and "Navratna". The court carefully analyzed visual aspects of the ad, observing that the bottle labeled "ordinary" did not resemble Emami's proprietary tapered bottle with a green slanted cap. It held that an average consumer would not confuse the two, rejecting Emami's argument of high "recall value". Moreover, it clarified that the term "sadharan" in context did not denigrate Emami's products but simply highlighted Dabur's offering as "extraordinary" in comparison. Rejecting the appeal, the court emphasised on balancing commercial speech under Articles 19(1)(a) and (g) of the Constitution of India. It held that Dabur's advertisement did not contain any malicious or misleading content aimed at denigrating Emami, and interfering with such lawful promotional speech would unduly restrict free trade. Read Here
○	The Tamil Nadu Real Estate Regulatory Authority cracks down on misleading real estate advertisements The Tamil Nadu Real Estate Regulatory Authority (TNRERA) has implemented new rules, effective July 1, 2025, to curb misleading and

exaggerated advertising in the state’s real estate sector. This action aims to protect homebuyers by ensuring transparency and verifiable information in all real estate ad.

Under the new rules, all real estate advertisements must prominently display the crucial project details like RERA registration number, a scannable QR code, the official TNRERA website, the approved project location, and complete promoter contact details. Vague disclaimers like “terms and conditions apply”, and “100+ amenities” are now prohibited.

These regulations also stipulate that if a landmark is cited, only the actual distance via the most commonly used route is permitted, with no references to travel time. For projects exempt from RERA registration, advertisements must clearly state the exemption and the reason. Online property portals are now barred from featuring or promoting non-compliant projects.

TNRERA has also warned media outlets about publishing non-compliant advertisements, indicating potential escalation to the Ministry of Information and Broadcasting.

[Read here](#)

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- **The Delhi High Court held that a valid arbitration agreement can be constituted by WhatsApp and email exchanges between the parties**

[Belvedere Resources Dmcc v. OCL Iron and Steel Ltd & Ors., O.M.P.(I)(COMM.) 397/2024]

The Delhi High Court has ruled that WhatsApp and email exchanges between parties can constitute a valid arbitration agreement, even in the absence of a formally signed contract. The dispute arose from a cancelled coal supply deal where Belvedere had sent its Standard Coal Trading Agreement, containing an arbitration clause, via email. This was acknowledged over WhatsApp and email by the other party, but the contract was never formally signed before being terminated.

The High Court held that under Section 7(4)(b) of the Arbitration and Conciliation Act, 1996, an arbitration agreement does not require a signed contract if there is clear consent through an exchange of communications, including electronic means like WhatsApp or email. The WhatsApp chats and emails in this case were sufficient to establish consensus *ad idem* for arbitration, as the parties had acknowledged and intended to sign the agreement containing the clause.

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○ **The Kerala High Court observes that the sanctity of court-recorded mediation settlements in matrimonial disputes must be guarded**

[P.V. Padhmanabhan v. Sunitha K., (Mat. Appeal Nos. 399 & 401 of 2025)]

The Kerala High Court, while dismissing two matrimonial appeals challenging compromise decrees recorded under the Civil Procedure Code, 1908 (CPC), observed that it is not a mere desideratum but an absolute requisite that settlements and agreements between parties obtained through mediation which are recorded by Courts under the applicable statutory provisions, leading to judgments and decrees require to be ensured the highest sanctity.

The Court was hearing the appeals filed against orders of the Family Court, Kannur, wherein the appellant had sought to set aside the decrees on the grounds that his power of attorney holder, being his brother, had entered into the settlements without authority or consent, especially while the appellant was allegedly incapacitated due to illness. The Court, however, noted that the appellant and his brother maintained cordial relations, with no clear motive presented for any fraud or betrayal.

The Kerala High Court ruled that if parties who enter into agreements, based on which judgments and decrees are issued under the CPC, are allowed to resile from it in a casual manner, the purpose of the judicial system would stand eroded.

[Read Here](#)

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- **The Supreme Court held that use of permissive language such as “may” does not show a clear intent to arbitrate**

[BGM and M-RPL-JMCT (JV) v. Eastern Coalfields Limited SLP (C) Diary No. 21451/2024]

In the present matter, the dispute arose from a contract between the Appellant (joint venture) and Eastern Coalfields Limited for transportation and handling of goods. The Appellant sought appointment of an arbitrator under Section 11(6) of the Arbitration and Conciliation Act, 1996 (“the Act”), relying upon Clause 13 of the General Terms and Conditions as constituting an arbitration agreement.

The High Court dismissed the application, holding that Clause 13 was not a valid arbitration agreement under Section 7 of the Act. The clause merely stated that “redressal of the dispute may be sought through arbitration,” which, according to judicial precedents, does not amount to a binding obligation to arbitrate.

On appeal, the Supreme Court affirmed the High Court’s reasoning. The Court held that Clause 13 lacked the necessary elements of a binding arbitration agreement, namely, a clear and unequivocal intention to refer disputes to arbitration. It reiterated that the use of permissive language such as “may” does not show a clear mutual agreement between the parties, and therefore, does not create a binding obligation to refer disputes to arbitration.

The Court also clarified the scope of judicial intervention under Section 11(6A) of the Act, stating that while a prima facie examination of the existence

	of an arbitration agreement is permitted, the Referral Court must decline reference where no such agreement exists on the face of the documents. Read Here
○	The Supreme Court rules that mere existence of an arbitration clause in the contract between the parties is not sufficient ground for quashing the criminal proceedings <i>[Digambar Pathak v. State of Uttar Pradesh & Ors. (Special Leave Petition (Criminal) No.7341 of 2025)]</i> The Supreme Court, while hearing an appeal against an order of Allahabad High Court wherein the High Court had quashed the criminal proceedings on the singular ground that there is an arbitration agreement between the parties where they can resolve their differences amicably. The Court observed that it is well-settled that the mere existence of an arbitration clause in the contract between the parties is not a sufficient ground for quashing the criminal proceedings if the necessary ingredients of a criminal offence are made out from the allegations and the materials collected during the course of investigation or inquiry. The Court further observed that arbitration and criminal law are separate, and one does not cancel out the other. In such circumstances, the Court, while ruling that the order of the High Court cannot be sustained, remitted the matter back to the High Court for consideration, since the High Court had previously failed to consider the allegations in the FIR and the materials collected during the course of investigation. Read Here
○	The Allahabad High Court holds that contractual employees have no vested right to the renewal of their contracts

[Sanjay Kumar Chaurasiya and Ors. v. State of U.P. Thru. Prin. Secy. Deptt. Of Medical Health and Family Welfare Lko. & Ors. (Neutral Citation: 2025:AHC-LKO:37471)]

Recently, the Allahabad High Court has held that contractual employees have no vested right to the renewal of their contracts, especially where no extension has been granted. The Court dismissed a series of writ petitions filed by ayushman mitras under the Ayushman Bharat National Health Protection Mission, who sought continued contractual employment despite the appointment of a new outsourcing agency.

The petitioners challenged the deployment of new Pradhan Mantri Arogya Mitras following the termination of earlier arrangements. Dismissing the petitions, the Court reiterated that contractual engagements are governed solely by their terms, and outsourcing policy decisions are not subject to judicial review.

However, the Court clarified that honorariums already disbursed for duties performed under interim orders would not be recovered.

[Read here](#)

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- **The Gujarat High Court clarifies the inheritance rights of class-I legal heirs**

[Bhavini D/o Jitendrabhai Tribhovandassurati (Parmar) & Anr. v. Jayveer Enterprises Pvt. Ltd. & Ors. (Neut. Cit. No. 2025:GUJHC:36015)]

The Gujarat High Court recently dismissed an appeal from order challenging the rejection of an injunction application in a property dispute case. The appellants (original plaintiffs) had sought a declaration, injunction, and partition of ancestral property, claiming a 1/45 share through succession. They

argued that a sale deed executed by respondent no. 11 (their grandmother/mother-in-law) in favour of respondents no. 1 to 3 was invalid. However, the trial court rejected their injunction plea, stating that their rights required further evidence.

The appellants contended that the trial court failed to properly consider the Hindu Succession Act, 1956 (Succession Act). On the other hand, the respondents argued that the plaintiffs had no immediate rights since the father and grandmother were still alive. The Court upheld the trial court's decision, citing settled law that inheritance rights under the Succession Act vest property absolutely in Class I heirs, and plaintiffs could not claim partition during their predecessors' lifetime. The appeal was dismissed, with no costs imposed.

[Read here](#)

○ **The Supreme Court affirms irrevocability of gift deeds**

[J. Radha Krishna vs. Pagadala Bharathi & Anr. (Civil Appeal No. 1834 of 2015)]

The Supreme Court of India recently reiterated the principle that a gift deed, once validly executed and accepted, cannot be unilaterally cancelled by the donor unless a specific reserved right of revocation was explicitly stipulated within the deed itself.

The case involved a property that was conveyed by one K.V.G. Murthy (Murthy) to Pagadala Bharathi via a gift deed in 1986. However, later, Murthy revoked this gift through a cancellation deed and subsequently drafted a Will in favor of his brother's son. Pagadala Bharathi challenged this cancellation deed before the lower courts which upheld the cancellation deed. However, in appeal, the High Court reversed this and declared the original gift deed as valid. The decision of the High Court was challenged before the Supreme Court.

The Supreme Court examined Section 126 of the Transfer of Property Act, 1882. The Court emphasized that this section allows for revocation only if a condition for revocation was expressly agreed upon by both the donor and donee at the time of the gift. The Court upheld the findings of the High Court that a donor's mere expectation of future care or maintenance from the donee, without it being a contractually binding or conditional clause in the gift deed, is not a sufficient ground for revocation of the gift deed.

[Read here](#)

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- **The Supreme Court holds registered will presumed genuine, the burden to prove invalidity lies on challenger**

[Metpalli Lasum Bai (Dead) & Ors. v. Metpalli Muthaiah (D) by LRs. (Civil Appeal Nos. 5921 and 5922 of 2015)]

The Supreme Court has recently held that a registered Will carries a presumption of genuineness, and the onus to prove its invalidity lies on the party disputing the Will.

The Court was hearing an appeal involving a property dispute that arose after the Appellant sought to assert her ownership over a portion of the land based on a registered Will dated 1974, along with an oral family arrangement. The Respondent's son, contested her claim, asserting that the property was joint family property and that he, being the sole surviving coparcener, was entitled to the entire estate.

The Trial Court decreed the suit in Appellant's favour upholding her ownership based on Will; however, the High Court reversed this ruling, limiting her share to 1/4th, and granting 3/4th to Muthaiah, treating the land as ancestral property governed by the Hindu Succession Act.

The Supreme Court observed that Trial Court accepted the execution of the Will based on the evidence led before it, and since the Will is a registered document, the burden would lie on the party who disputed its existence

thereof, to establish that it was not executed in the manner as alleged or that there were suspicious circumstances which made the same doubtful.

Basis the observation, the Supreme Court restored the Trial Court's decision and set aside the High Court's findings.

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- **The Kerala High Court held that stamp duty is not payable on unregistered sale certificates issued in public auctions**

[Revenue Divisional Officer v. Thomas Daniel and Connected matters (WA Nos. 2008 of 2024, 1481/2025, 1482/2025, 1490/2025, 1491/2025, 1494/2025, 1504/2025, 1507/2025, 1539/2025, 1540/2025, 1585/2025 1672/2025 & 1676/2025)]

The Kerala High Court has recently held that a sale certificate issued pursuant to a public auction does not attract stamp duty under the Kerala Stamp Act, 1959 ("the Act"), unless it is voluntarily presented for registration by the purchaser.

The Court was hearing writ appeals preferred by the State on a common issue whether a sale certificate, issued by a bank/revenue authority to a purchaser of immovable property, pursuant to a sale conducted at the instance of a bank/financial institution/court/revenue authority of the property of a revenue defaulter, will attract the levy of stamp duty under the Act.

The Court observed that a sale certificate, even when issued by financial institutions or revenue authorities, does not amount to an "instrument of conveyance" at the time of execution under Article 16 of the Schedule to the Act. Consequently, the mere issuance of a certificate does not trigger liability for stamp duty.

	The Court further ruled that when a sale certificate is filed under Section 89(4) of the Registration Act, 1908, it does not amount to registration. Thus, the registering authority cannot demand stamp duty in such cases. The duty arises only when the purchaser voluntarily seeks registration under Sections 17 or 58 of the Registration Act, 1908. Read Here
○	The Bombay High Court rules that an execution application before the civil court for executing the order of possession is maintainable even in the absence of the certificate under Rule 4 of Maharashtra RERA Rules 2017 <i>[Seema Sureshchandra Mehata & Anr. v. Marvel Realtors & Developers Limited & Ors. (Writ Petition No. 1195 of 2025)]</i> The Bombay High Court while observing that the purpose of a certificate, as contemplated under Rule 4 of Maharashtra Real Estate Regulatory Authority (MahaRERA) Rules 2017, is for verification that the order passed by the adjudicating officer, the Authority, or the Appellate Tribunal has not already been executed, has held that the absence of a Rule 4 certificate would not defeat an otherwise maintainable execution proceeding, where the division bench had issued directions to execute the order in an expeditious manner. The dispute stemmed from three property purchase agreements executed on December 31, 2012, between the Plaintiffs (Buyers) and the Defendant (Developer) for three units, the possession for which was to be given by December 2014. Upon delay in obtaining possession, the Plaintiffs approached the MahaRERA, which in August 2019 passed an order directing the Defendant to hand over possession upon settlement of final dues, including infrastructure charges, and to pay interest for the delay. Despite mutual agreement on final payment calculations in October 2019, the Defendant failed to comply. The Plaintiffs applied for execution before the

Civil Court, which rejected the request citing the lack of a certificate under Rule 4 of the MahaRERA Rules. Meanwhile, the Defendant filed a separate writ petition and obtained interim protection from the High Court, to delay execution.

The Bombay High Court criticized the Defendant for misusing the process and suppressing facts before a coordinate bench, imposing cost on the Defendant and held that the Civil Court was wrong in dismissing the execution application solely because of a missing Rule 4 certificate. It clarified that this certificate was only a procedural requirement and could not override the substantive right to possession once compliance was already evident.

[Read here](#)

○ **The Supreme Court holds that unexplained omissions in Will are bound to render it questionable**

[Gurdial Singh (Dead) Through LR v. Jagir Kaur (Dead) & Anr. (2025 INSC 866)]

In this case, the appellant, Gurdial Singh (nephew of the deceased), had relied on a Will executed on 16 May 1991, which excluded the deceased's wife, Jagir Kaur, and allegedly transferred the ownership of ancestral land to Gurdial. The respondents including Jagir Kaur and Gurpal Singh (son of the deceased) contested its validity.

While lower courts had upheld the Will, the Punjab & Haryana High Court reversed those findings, noting that it failed to even mention the wife despite her receiving his pension and living with him until death. The Court held that such unexplained exclusion created suspicion about whether the Will truly reflected deceased's intention.

Before the Supreme Court, Gurdial contended that the Will had been properly executed and attested. However, the Court observed that the unexplained disinheritance of a spouse, raised substantial doubt about the testator's free will. The Court stressed that such omissions, when left unexplained, suggest

	that the Will may reflect the beneficiary's influence rather than the testator's wishes. Affirming the High Court's judgment, the Supreme Court declared the Will invalid on grounds of suspicious circumstances, thereby restoring the widow's claim to succession. Read Here
○	The Bombay High Court rules on admissibility of an unstamped and unregistered agreement to sell <i>[Salim Baig v. Sayyad Nawid (Neutral Citation: 2025:BHC-AUG:19926)]</i> In the present case, the petitioner/ Salim Baig, had permitted the respondent/ Sayyad Nawid, to develop and sell plots on his land based on a notarized agreement executed on ₹100 bond paper, accompanied by an earnest payment of ₹22 lakhs. The respondent relied on this document to seek a temporary injunction. However, the Court held that the agreement was inadmissible in evidence, even for collateral purposes, due to non-payment of stamp duty, invoking the bar under Section 35 of the Indian Stamp Act, 1899. Citing Supreme Court precedents, the Court emphasized that an instrument chargeable with duty cannot be admitted unless duly stamped and penalized, and this bar applies absolutely, even at the interim stage. Since the agreement could not be read into evidence, there was no admissible proof that possession had been delivered to Nawid. Accordingly, while the Court upheld the order restraining Baig from alienating the property, it set aside the injunction against Baig interfering with Nawid's possession, as possession was not established. Read Here
○	The Kerela High Court decides on validity of power of attorney executed in foreign jurisdiction to institute a domestic case <i>[Margret @ Thankam v. Joseph Mathew Chettupuzha (Neutral Citation: 2025:KER:56880)]</i>

In the present case, the Kerala High Court ruled on a power of attorney executed in Missouri, USA, which had been used by the petitioner's attorney to file suit in India. The Court held that unless the foreign country is a recognized reciprocating jurisdiction under Section 14 of the Notaries Act, 1952, the Court cannot unilaterally admit notarial acts performed abroad. It furthermore clarified that the statutory presumptions under Section 85 and Section 57(6) of the Evidence Act, 1872 only apply if such reciprocity is established. In the absence of any notification declaring Missouri a reciprocating state, the trial court ought not to have recognized the power of attorney. Consequently, while the petition to strike out the plaint did not succeed, the Court set aside that portion of the order permitting the petitioner to proceed on the basis of the foreign-notarized document, and granted her liberty to place a properly executed power of attorney on record.

[Read Here](#)

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- **The Himachal Pradesh High Court decides on maternity leave benefit in lines of the recent landmark Supreme Court verdict**

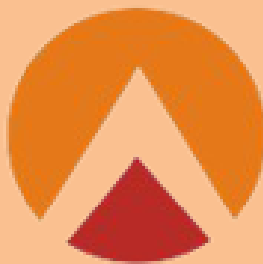
[Archana Sharma v. State of H.P. & Ors. (2025:HHC:25189)]

In the present matter, the Himachal Pradesh High Court held that female government employees are entitled to maternity leave for a third child under Rule 43(1) of the Central Civil Services (Leave) Rules, 1972, even if her first two children were born before she joined service. The petitioner, a staff nurse employed in 2019 who gave birth to her third child in March 2025, had her application for 180 days of maternity leave rejected on the ground that she already had two surviving children. The Court relied on a recent Supreme Court ruling which had held that childbirth must be treated as a natural incident of life and maternity leave provisions should be interpreted purposively. The Supreme Court verdict also noted that the policy goal of population control under the two-child norm and the purpose of maternity leave to protect women's health and employment rights are not mutually exclusive but can be harmonized – and the same findings were upheld by the

	Court in the present case.
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