

ALBA LAW OFFICES

Newsletter | August 2025

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HIGHLIGHTS OF THE MONTH

○ **Promotion and Regulation of Online Gaming Act, 2025 (“the Act”)**

On August 21, 2025, Parliament passed the Promotion and Regulation of Online Gaming Bill, 2025, which has now become law. The Act creates a uniform central framework governing online games. It draws a key distinction between (i) entertainment and e-sports, which are permitted, and (ii) “online money gaming,” defined as games played for stakes involving real money. The latter is subject to prohibitions or strict licensing requirements.

It establishes a Central Online Gaming Authority empowered to classify games, grant / withdraw licences, frame technical standards, and supervise compliance by platforms and intermediaries. Payment service providers and fintech intermediaries are placed under specific obligations to block or report transactions tied to prohibited games; platforms must implement age verification and consumer safeguards; advertising of prohibited formats is curtailed. The Act replaces much of the existing state-by-state fragmentation with a centralised framework but remains dependent on subordinate rules and licensing guidelines the Authority will notify. Penalties are steep, with certain offences categorised as cognisable and non-bailable, and corporate officers can be held personally liable for violations. Transitional provisions allow existing operators a limited period to seek licences or withdraw prohibited formats.

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- **The Delhi High Court grants John Doe interim injunction against the websites and applications infringing the trademark of the share market and financial services app ‘INDmoney’**

[INDmoney Tech Private Limited & Anr. v. Ashok Kumar and Ors., (CS(COMM) 744/2025 & I.As. 17713-17/2025)]

The Plaintiff (INDmoney Tech Private Limited) had alleged that the defendants had created fake WhatsApp and Telegram groups, using names of well-known financial advisors, and even impersonating the Plaintiffs’ founder, and luring victims with false promises of high investment returns through block trading, IPOs, and stock tips.

The High Court observed that the actions of the defendants are misleading unsuspecting customers, resulting in them sharing customers’ confidential information and spending their hard-earned money on these infringing platforms. The High Court also stated that it is evident that defendants are trying to create the impression that their websites, social media groups are associated with the Plaintiff.

The High Court, while passing the interim injunction, also ordered Google and Apple to take down the domains/URLs of the impugned websites and mobile applications.

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○ **Supreme Court rejects trademark claim against LONDON PRIDE.**

[Pernod Ricard India v. Karanveer Singh Chhabra (Neut. Cit. No. - 2025 INSC 981)]

In a significant ruling, the Supreme Court dismissed Pernod Ricard India's (Appellant) appeal alleging that the 'LONDON PRIDE' whiskey infringed on its 'BLENTERS PRIDE' and 'IMPERIAL BLUE' trademarks. The Appellants' challenge was based on the phonetic and visual similarity of the marks. The Appellant also contended that the 'LONDON PRIDE' trade dress, colour combination and get up was copied from Appellant's 'IMPERIAL BLUE' label.

After considering the rival contentions, the Court observed that premium whiskey buyers exercise greater care, reducing confusion risks. It also observed that consumers of premium whiskey are capable enough to distinguish between the brands, noting key differences in branding (BLENTERS PRIDE vs. LONDON PRIDE); packaging & trade dress (distinct colour schemes and designs) and market positioning.

The Court conducted a comparison, concluding that 'LONDON PRIDE' is phonetically, and visually distinct from 'BLENTERS PRIDE' and 'IMPERIAL BLUE'. The dominant features of Appellant's marks were identified as the distinctive words 'BLENTERS' and 'IMPERIAL', not the shared term 'PRIDE'. The use of 'LONDON', a geographical identifier, created a wholly different brand identity and commercial impression. While both brands used blue and gold in their trade dress, the overall get-up, including label design, typography, and emblems, were found to be distinct enough to avoid the likelihood of confusion among the target audience.

The Court also applied the anti-dissection rule, emphasizing that competing marks must be compared in their entirety, not by isolating individual

components. It found that the Appellant’s attempt to base their claim solely on the common word ‘PRIDE’ was untenable. The term ‘PRIDE’ was deemed generic, descriptive, and commonly used word within the liquor industry. The Appellant failed to provide compelling evidence, such as consumer surveys, to demonstrate that ‘PRIDE’ had acquired a secondary meaning uniquely associated with their product.

The judgment also rejected Appellant’s pleading, which attempted to combine elements from its two different brands (‘BLENDERS PRIDE’ and ‘IMPERIAL BLUE’) to challenge a single mark (‘LONDON PRIDE’). The Court deemed this approach legally untenable, clarifying that a case for infringement must be grounded in the deceptive similarity of a specific registered mark as a whole. The Court was also of the view that unlike luxury goods meant for public display, whiskey is consumed privately, weakening the infringement claim on the basis of post-sale confusion.

Ultimately, the Supreme Court found no prima facie case of trademark infringement or passing off.

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- **Delhi High Court directs temporary blocking of Sci-Hub and related mirror sites in publishers’ copyright suit**

[Elsevier Ltd. And Ors. Vs Alexandra Elbakyan and Ors. (CS(COMM) 572/2020)]

The Delhi High Court granted a narrowly drawn injunction in a copyright enforcement action filed by major academic publishers. The Court found evidence that Sci-Hub, Sci-Net and identified mirror/affiliate library domains continued to host to large volumes of pay walled scholarly articles by providing unauthorised access in breach of copyright and the undertaking previously signed by the defendants in 2020.

The Court accepted the publishers’ prima facie case and directed the Department of Telecommunications and MeitY to implement technical measures to block access to identified infringing hosts (Sci-Hub’s primary domain and identified mirrors) for a supervised period. The order authorises network level remedies (ISP level blocks) but preserves procedural safeguards: blocked sites may apply for restoration, and the court prescribed verification steps and a time-limited supervisory mechanism rather than an indefinite blockade. The bench framed its remedy against the backdrop of repeated non-compliance alleged by rights holders and evidence of dynamic domain shifting by operators.

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○ **Delhi High Court restrains misuse of NDTV trademark**

[New Delhi Television Ltd. v. Ashok Kumar & Ors., CS(COMM) 869/2025]

The Hon’ble Delhi High Court granted an ad-interim ex-parte relief in favour of NDTV (New Delhi Television Limited), restraining multiple websites, social media handles, channels and messaging-platform accounts from using the “NDTV” mark or deceptively similar names, logo, and domain names without authorisation. The Court found a prima facie case of trademark infringement and passing off wherein defendants were presenting themselves as affiliated with the NDTV’s family of brands and hosting content that is likely to cause confusion amongst viewers.

The order directed the identified sites and platforms to cease use and requires intermediary platforms to take down the infringing pages / accounts on notice. The order also asked domain registrars and hosting providers to disclose details of the operators to help NDTV preserve evidence for further proceedings. The bench relied on the settled principles that (i) a well-known mark’s unauthorised use causes irreparable harm and (ii) dynamic/digital

	impersonation justifies injunctive relief and takedown directions to intermediaries. Read Here
○	Delhi High Court restrains use of “Haveli” mark <i>[Haveli Restaurant and Resorts Limited v. Adison Resorts Limited, CS(COMM) 791/2025]</i> The Delhi High Court granted an interim injunction restraining Adison Resorts (“Defendant”) from using the mark “Punjab Haveli” in connection with its restaurant business. Haveli Restaurant and Resorts Limited (“Plaintiff”) demonstrated long-standing reputation and goodwill in the “HAVELI” name and its distinctive ethnic-themed aesthetics. The Court found the Defendant’s adoption of the identical dominant element “Haveli”, combined with similar visual presentation, to be deceptive and likely to cause confusion among consumers. Observing that the Defendant had not provided any credible explanation for adopting a confusingly similar mark, the Court restrained it from using the HAVELI mark on signage, advertising material, or online platforms, and directed immediate takedown of infringing digital content. The order reinforces that well-known hospitality brands enjoy protection not only for their word marks but also for their distinctive get-up and trade dress. Read Here
○	The Karnataka High Court held that the Court of Arbitration seat retains jurisdiction to entertain an execution application, even if another execution is pending in another jurisdiction <i>[Ms. Sumita Abhishek Sundaram v. Sankalpan Infrastructure Private Limited (W.P. No. 35715 of 2024)]</i>

The Karnataka High Court, while observing that an application under Order XXI Rule 41 of the Civil Procedure Code, 1908, (CPC) is a preliminary step in execution, not contingent upon the success of an execution, but aimed at enabling it, has held that the seat Court of Arbitration retains jurisdiction to entertain an application, even when another execution is pending in another jurisdiction.

In the present case, the petitioner and the respondent company had entered into an exclusive consultancy agreement. After the petitioner's resignation, a dispute arose over unpaid remuneration, leading to arbitration wherein Bangalore was the seat of arbitration.

The arbitrator issued an award in favor of the petitioner, which was later upheld by the Commercial Court. Subsequently, the petitioner filed an execution petition at the Court in Thane, Mumbai as the respondent's registered office was located there. The petitioner then also filed an execution petition in Bangalore to enforce the award and also filed an application under the CPC for the respondent to disclose its assets.

The Commercial Court rejected this application, ruling that it lacked jurisdiction because the respondent had surrendered its office lease in Bangalore and had no movable assets there. The Commercial Court directed the petitioner to seek the relief of attachment from Order XXI Rule 41 of the court in Thane, where the respondent's registered office is located.

The High Court observed that the jurisdiction of the Bangalore court was already established when it was designated as the seat of arbitration and also stated that an application under Order XXI Rule 41 of the CPC is a "step-in aid of execution" rather than a mode of execution itself.

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- **The Calcutta High Court rules that an arbitration agreement must be clear, not left to interpretation**

[Roshan Agarwal v. National Projects Construction Corporation Limited (NPCCL) & Anr. (AP-COM/218/2025)]

The Calcutta High Court, while observing that an arbitration agreement has to be couched not in precatory, but obligatory words, has held that although, there is no particular form or universally practiced format in framing an arbitration agreement, the words used must be certain, definite and indicative of the determination of the parties to go for arbitration and not a choice or a mere possibility to refer such dispute to arbitration.

In the present case, the petitioner entered into a contract with the respondent for the reconstruction and upgradation of NH-717A in Sikkim under the General Conditions of Contract (GCC) whereby Clause 76.0 of the GCC contained an arbitration clause, which states that – “*The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply under this clause*”.

When the dispute arose between the parties, the petitioner sent an arbitration notice to the respondent and, upon receiving no response, approached the High Court for the appointment of an Arbitrator.

The High Court observed that clause 76 of the GCC did not indicate that the parties had agreed to refer the present and future disputes arising during or after the execution of the subject contract to arbitration. The High Court also ruled that a mere heading in a clause will not make the said clause an arbitration agreement.

The High Court further observed that it is well-settled that words like “arbitrator or arbitration” are not required to be mentioned for a clause to be an arbitration clause. Either the contract or any written document, telex, telecommunications, or email, should reflect that the parties were *ad idem* on the issue of referring differences or disputes arising in the discharge of their contractual obligations to an arbitral tribunal.

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- **Supreme Court restricts non-signatory’s participation in arbitration proceedings.**

Kamal Gupta & Anr. v. M/S L.R. Builders Pvt. Ltd & Anr. Etc. (Neut. Cit. No. - 2025 INSC 975)

In a landmark judgment, the Supreme Court ruled that the non-signatories to an arbitration agreement cannot participate in arbitration proceedings, as arbitral awards only bind signatories to the agreement under Section 35 of the Arbitration and Conciliation Act, 1996 (Act). The Court held that allowing non-parties to attend the proceedings would violate confidentiality requirements under Section 42A of the Act and undermine the arbitration process.

The case involved a family dispute where Rahul Gupta (non-signatory to the arbitration agreement) sought to participate in the arbitration proceedings between his relatives. The High Court initially permitted his participation. In appeal, the Supreme Court reversed this decision by observing that such inclusion would be charting a course unknown to law.

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- **A party that consents to arbitration and secures a decree cannot later challenge its validity on jurisdictional grounds**

Sanjit Singh Salwan & Ors. v. Sardar Inderjit Singh Salwan & Ors. ((Neut. Cit. No. - 2025 INSC 988)

In a significant ruling, the Supreme Court recently addressed whether a party can invoke the plea of no estoppel against law while disregarding its own conduct which induced the other party to alter its position detrimentally.

The case arose from a dispute between trustees of the Guru Tegh Bahadur Charitable Trust, where the respondents initially filed a civil suit seeking an injunction against the appellants' interference in the Trust's school. The trial court rejected the plaint under provisions of the Code of Civil Procedure, 1908 (CPC), holding that the suit is barred under Section 92 of CPC. This section lays down the procedure for institution of civil cases in matters of a breach of charitable or religious trusts. It also enumerates the list of cases wherein a court may alter the original purposes of the trust.

Subsequently, the parties agreed to resolve their disputes via arbitration. The sole arbitrator passed an award which was incorporated into a consent decree by the Court. The appellants complied with the decree, but the respondents later resisted enforcement, contending that the award was a nullity since their disputes are non-arbitrable under Section 92 of the CPC. The Commercial Court and High Court agreed, refusing enforcement under Section 9 of the Arbitration and Conciliation Act, 1996.

The Supreme Court, however, held that the respondents were estopped from challenging the award's validity after having voluntarily accepted it and securing a consent decree. The Court emphasized that a party cannot approbate and reprobate i.e., benefit from a decree and later deny its legality.

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- **The Supreme Court rules that the mere fact that criminal proceedings can or have been instituted would not per se lead to the conclusion that the dispute, which is otherwise arbitrable, ceases to be so**

[The Managing Director, Bihar State Food and Civil Supply Corporation Limited & Anr. v. Sanjay Kumar (2025 INSC 933)]

In the present case, Bihar State Food and Civil Supplies Corporation (the appellant) entered into agreements with various rice millers (the respondents) for custom milling of paddy. When the respondents failed to deliver the agreed amount of milled rice, the appellant-initiated recovery proceedings under the Bihar and Orissa Public Demands Recovery Act, 1914, as per Clause 15 of the agreements.

The respondents challenged these proceedings in the High Court, which directed them to pursue the arbitration clause (Clause 16) in their agreements. Subsequently, a large-scale fraud exceeding a thousand crores came to light, resulting in the filing of nearly 1200 FIRs and criminal charges against the respondents. The High Court ordered a Special Investigation Team (SIT) to investigate the matter, and despite the pending criminal proceedings and recovery actions, the High Court, in 2020, allowed the respondent's applications under Section 11 of the Arbitration and Conciliation Act, 1996, and appointed arbitrators.

This was challenged by the appellant, arguing that the disputes were non-arbitrable due to serious fraud and the existence of other legal proceedings.

The Supreme Court observed that since there existed a valid arbitration agreement, the matter must be referred to arbitration for its adjudication. The Supreme Court further observed that disputes involving serious fraud may not be submitted to arbitration only if allegations are very serious allegations of fraud which make a virtual case of criminal offence or where allegations of

fraud are so complicated that it becomes absolutely essential that such complex issues can be decided only by the civil court on the appreciation of the voluminous evidence that needs to be produced.

Accordingly, while observing that in the present case, the allegations of fraud neither vitiated the arbitration clause nor involved any element of public law, the dispute being purely contractual in nature, the Court dismissed the appeals.

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- **Bombay High Court: three-month expectation for passing an arbitral award under National Stock Exchange byelaws is directory; six-month outer limit remains binding**

[Bhanuchandra J. Doshi v. M/s. Motilal Oswal Securities Ltd. & Anr., Arbitration Petition No. 1341 of 2015]

The Bombay High Court addressed how timeframes in stock-exchange arbitration should be interpreted. The Court held that the three-month period often cited for passing an award under National Stock Exchange byelaws is a directory timeline intended to promote expedition. An outer limit of six months operates as the mandatory ceiling beyond which an award would be susceptible to challenge. The Court also clarified that the time period runs from the first actual hearing date, not just the listing of a hearing.

The Court read the byelaws contextually stating that the Rules under Chapter XI of the Byelaws promotes promptness and also governs computation; but minor procedural delay that does not prejudice parties should not automatically invalidate arbitration. The judgment therefore discourages routine collateral attacks on awards for technical delays while preserving protection against indefinite arbitration. Practical takeaways: arbitration tribunals must record hearing dates and reasons for any extension; parties

	should document consent to delay; and challenges to awards on timing grounds will require proof of prejudice or breach of the statutory maximum. Read Here
○	The Supreme Court rules on validity of arbitration clause in an unsigned contract <i>[Glencore International AG v. M/s. Shree Ganesh Metals & Anr., 2025 INSC 1036]</i> On 19 August 2025, the Supreme Court held that an arbitration clause can be enforced even when the written contract containing it remains unsigned, if the conduct of the parties shows consensus on the terms. Glencore International sent a signed contract for supply of zinc metal to Shree Ganesh Metals, which did not return a signed copy but accepted delivery of part of the consignment and acted in accordance with the agreed conditions. When a payment dispute arose, Glencore invoked the arbitration clause. Reversing the Delhi High Court’s order, the Supreme Court ruled that Section 7 of the Arbitration and Conciliation Act, 1996 requires the agreement to be in writing but not necessarily signed, provided mutual assent is evident from correspondence or conduct. Acceptance of supplies and performance of key terms demonstrated such assent here, making the arbitration clause binding despite the absence of signatures. Read Here
○	The Allahabad High Court holds that executing court is empowered to grant statutory interest not mentioned in the award under Section 36 <i>[State of Uttar Pradesh & Ors. v. M/s. Satish Chandra Shiv Hare-Brothers, 2025 AHC 146428]</i>

The dispute arose from a construction contract where the arbitral tribunal awarded damages with interest up to 2007. During execution, the Commercial Court directed the State to pay additional post-award interest at 18% per annum until actual payment and ordered attachment of government bank accounts. Challenging the order, the State argued that the award itself did not grant such interest. Dismissing the petition, the Allahabad High Court reaffirmed that a party in whose favour an arbitral award is made is entitled to interest from the date of the award until actual payment, even if the award itself contains no such direction.

Interpreting Section 31(7)(b) of the Arbitration and Conciliation Act, 1996, the Court held that post award interest accrues by operation of law unless expressly excluded in the award. Upholding an execution order against the State of Uttar Pradesh, the Court permitted recovery of this statutory interest and authorised attachment of government bank accounts if the amount remains unpaid.

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○ **Omission of khasra numbers is not a ground for rejection of plaint**

[Puran Prakash Goel & Anr. v. Chaman Lal Vaidya (Neut. Cit. No. - 2025:HHC:26791)]

Recently, the Himachal Pradesh High Court held that the mere absence of khasra numbers in a plaint does not warrant its rejection under Order 7, Rule 11 of the Code of Civil Procedure, 1908 (CPC) for lacking a cause of action. The decision came in response to a petition challenging the dismissal of an application seeking rejection of an eviction petition filed by landowners.

The Court reiterated that a cause of action comprises the bundle of facts necessary to secure a decree. The omission of khasra numbers does not equate to a complete absence of cause of action. The Court further noted that the

	landowners had already filed an application under Section 151 of the CPC to amend the petition, making the objection hyper-technical. The Court emphasized that procedural deficiencies, such as missing survey numbers, should not derail substantive justice, especially when the is conveniently rectifiable via amendment of pleadings. Read Here
○	The Registration (Karnataka Amendment) Act, 2025 – reforms to curb property fraud and digitise registration The Karnataka government introduces the Registration (Karnataka Amendment) Act, 2025 with targeted reforms to reduce property-registration fraud and speed up verification. Key measures include compulsory registration of certain powers of attorney, tighter authentication rules at Sub-Registrar Offices, mandatory digital filing and “faceless” registration for select categories such as government-allotted land and mortgages. The amendment also contemplates sharing specified transaction details with revenue/tax authorities and enhancing the sub registrar’s duty to verify title documents before registration. These measures are aimed at preventing multiple sales and defective titles of the same property. Implementation will be phased; some changes require IT integration (land-record linkage) and final notifications setting commencement dates. Read Here
○	Bombay High Court dismisses PILs against commercial use of Bandra Reclamation land <i>[Zoru Darayus Bhathena v. Maharashtra State Road Development Corporation (MSRDC) and Ors.; Bandra Reclamation Area Volunteers Organizatio v. Union of India and Ors., 2025:BHC-OS:14254-DB]</i>

The Bombay High Court dismissed two public-interest petitions seeking to block commercial development of land reclaimed for the Bandra–Worli Sea Link. Petitioners relied on the 1991 Coastal Regulation Zone (CRZ) Notification, which restricted such use. The Court noted that later CRZ Notifications of 2011 and 2019 had lawfully removed the site from the regulated zone and held that earlier restrictions no longer applied. With no current statutory bar, the Maharashtra State Road Development Corporation is free to proceed with its plans, subject to applicable planning and environmental approvals.

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- **The Supreme Court rules that the voluntary handover of property leased by the corporate debtor to the lessors, by the Committee of Creditors (CoC), is not barred under the Insolvency and Bankruptcy Code, 2016**

[Sincere Securities Private Limited & Ors. v. Chandrakant Khemka & Ors (Civil Appeal No. 12812 of 2024)]

In the present case, the Committee of Creditors (CoC), with the support of the Resolution Professional, decided that retaining the property that was in the possession of the corporate debtor through a leave and license agreement, was not in the best interest of the Corporate Insolvency Resolution Process (CIRP) due to the high rental cost and limited operations, and requested the Resolution Professional to hand over possession to the lessor. Chandrakant Khemka, a suspended director of the corporate debtor, objected to this decision. The NCLT directed the Resolution Professional to deliver possessions to the lessor, but the NCLAT set aside this order, citing Section 14(1)(d) of the Insolvency and Bankruptcy Code, 2016 (IBC), which bars the recovery of property by an owner during a moratorium.

The Supreme Court, while observing that a consensus existed among all parties involved in the CIRP, including the CoC and the Resolution

Professional, emphasized that the commercial wisdom of the CoC is paramount and non-justiciable.

The Supreme Court further observed that this was not a simple case of the owner of the property seeking recovery of possession thereof from the corporate debtor, which would be barred by the express language of Section 14(1)(d) of the IBC, rather Resolution Professional's desire to relinquish the property motivated by the adverse financial implications of retaining it for the corporate debtor.

The Supreme Court thus set aside the NCLAT's order and restored the NCLT's original order, which directed the Resolution Professional to hand over possession of the property to the lessors.

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○ **Legislative update: Insolvency & Bankruptcy Code (Amendment) Bill, 2025 introduced in Lok Sabha**

On August 12, 2025 the Insolvency & Bankruptcy Code (Amendment) Bill, 2025 ("Bill") was introduced in the Lok Sabha and subsequently referred to a Select Committee. The Bill proposes several consequential changes to streamline insolvency timelines, clarify priority disputes and introduce creditor-initiated mechanics for select classes of corporate debtors. Key features include tighter timelines for liquidation decisions, mechanisms to address priority disputes that have caused judicial divergence, and procedural clarifications intended to reduce litigation. For restructuring advisers and insolvency practitioners, the Bill signals potential shifts in strategy, greater emphasis on creditor-led workouts, possible use of pre-pack frameworks and clearer statutory ceilings for litigation windows. While the Bill awaits parliamentary consideration and potential amendment, corporate and insolvency teams should track its progress, model impacts on ongoing CIRPs

	and reassess risk-allocations in transactional documentation where insolvency contingencies are significant. Read Here
○	The Supreme Court clarifies that in suits against proprietorships, impleading proprietorship firm is not mandatory <i>[Dogiparthi Venkata Satish and Anr. v. Pilla Durga Prasad and Ors., 2025 INSC 1046]</i> The appellants leased premises to a business run under the trade name “Aditya Motors,” a sole proprietorship of the respondent. After the Respondent (lessee) failed to vacate, the appellants sued “Aditya Motors” and later amended the plaint to substitute it with the respondent’s personal name. The respondent argued that the suit was defective for not originally naming him. The Supreme Court dismissed the objection, explaining that a proprietorship has no separate legal existence and suing the trade name or the individual is legally equivalent. Order XXX Rule 10 of the Code of Civil Procedure, 1908 expressly permits suits in the firm name of a sole proprietorship, and amendment to substitute the proprietor does not prejudice the defendant. Read Here
○	The Punjab and Haryana High Court rules that discriminating between working women on the premise of the nature of their engagement/appointment for maternity benefits, is violative of Article 14 of the Constitution of India <i>[Harpreet Kaur v. State of Punjab and Others (CWP 19393-2023)]</i> The Punjab and Haryana High Court has recently allowed a petition filed by a clinic assistant employed under the Aam Aadmi Clinic scheme in Bathinda (contractual employee), who was initially granted maternity leave following

oral orders by the Civil Surgeon, but was later denied rejoining after delivering her child. The Court held that such denial was unconstitutional and quashed the letter whereby her request to re-join was rejected.

The Court observed that the Maternity Benefit Act, 1961, is a beneficial piece of legislation designed to safeguard the rights of working women during pregnancy and motherhood, enacted in consonance with Articles 39 and 42 of the Constitution of India. To discriminate between them, on the premise of the nature of their engagement/appointment, whether regular or contract, would be violative of Article 14 of the Constitution, whereby equality before the law and equal protection of laws is ensured.

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- **Supreme Court overturns High Court's decision on condonation of 14-years' delay.**

[M/s Sethia Infrastructure v. Mafatlal Kothari, (Neut. Cit. No. - 2025 INSC 985)]

In a significant ruling, the Supreme Court set aside a Bombay High Court's order that had condoned an extraordinary delay of 5,250 days (14+ years) in restoring a dismissed appeal.

The case originated from a 1967 eviction suit that was deemed to be dismissed in 1988, with a first appeal filed in 1988 that was later dismissed for non-prosecution in 2008 due to the appellants' failure to file pleadings. Later on, an application was filed before the High Court seeking condonation of the delay of 5,250 days (14+ years) in filing the pleadings. The said application was allowed by the High Court vide its order dated 25.10.2023. This order was challenged before the Supreme Court.

	The Supreme Court observed that the High Court's <i>ex parte</i> decision to condone the massive delay without proper justification or consideration of third-party rights was not appropriate. The Court emphasized that courts must be cautious when dealing with such extreme delays, as they inevitably affect vested rights. The Court further held that there can be no automatic condonation for inordinate delays without examining prejudice to other parties. The matter was remanded back to the High Court for fresh consideration. Read Here
○	The Allahabad High Court rules on validity of marriage in absence of marriage registration certificate <i>[Sunil Dubey vs. Minakshi, 2025AHC147955]</i> The Allahabad High Court set aside a Family Court order that had dismissed a petition for divorce by mutual consent, for failure to produce a marriage registration certificate. Referring to the Hindu Marriage Act, 1955, the Court held that registration is evidentiary and not constitutive of a valid marriage. A marriage solemnized according to Hindu rites is not rendered void merely because it is unregistered, and procedural rules requiring a certificate cannot override the substantive law. The Court clarified that proof of marriage can be provided through other admissible evidence such as photographs, witness statements or priest testimony, and that the requirement to file a registration certificate arises only if the marriage has in fact been registered. Read Here
○	The Supreme Court observes that when a plea of nullity is raised, the executing court is bound to examine and decide such an application on its merits

[Odisha State Financial Corporation v. Vigyan Chemical Industries and Others (Civil Appeal No. 10047 of 2025)]

The Supreme Court has recently observed that, as per Section 47 of the Civil Procedure Code, 1908 (CPC), the executing court is empowered to examine the questions relating to execution, discharge, or satisfaction of the decree. It cannot go beyond the decree, but at the same time, when a plea is raised that the decree is nullity and hence unenforceable, the executing court is bound to examine and decide such an application on its merits.

In the present case, the appellant, a state-owned entity, was impleaded in a recovery suit filed by the respondent without being served the mandatory notice under Section 80 of CPC before instituting the civil suit.

The Supreme Court observed that it is a settled position of law that clearly enunciates that it is the duty of the trial court to deal with that aspect of satisfaction of the notice under Section 80 of CPC. Such preconditions to be satisfied before initiation of a suit are recognized as mandatory in civil disputes. The trial Court, in the present case, failed to do so, thereby rendering the decree a nullity.

The Supreme Court, while observing that in the present case, the objections raised by the appellant regarding the maintainability and the execution proceedings have been rejected by the executing court without going into the contentions, allowed the appeal, and the decree passed against the appellant in the recovery suit was declared nullity.

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- **NCDRC: insurer cannot repudiate claim solely because proposal form columns were left blank**

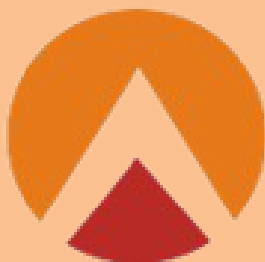
[Chhoti Devi v. Bharti AXA Life Insurance Co. Ltd., First Appeal No. 722/2021]

The National Consumer Disputes Redressal Commission (NCDRC) held that insurers cannot rely solely on the fact that certain fields in a proposal form were left blank to repudiate a life-insurance claim. In the appeal arising from a 2017 repudiation, the NCDRC examined if the omissions are material to risk and that there was wilful concealment or any fraudulent intention. NCDRC noted that the proposal form had been completed by the agent, the insurer already had knowledge of the policy-holder's prior policies, and there was no proof the blanks misled the insurer.

The NCDRC therefore allowed the claim and directed payment including interest to the complainant. The ruling reinforces the principle that repudiation requires established material non-disclosure or fraud, not mere procedural omissions, and that insurers must show prejudice from any omission.

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