

ALBA LAW OFFICES

Newsletter | October 2025

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HIGHLIGHTS OF THE MONTH

- **India moves toward a Statutory Framework for Trade Secrets Protection (Policy development reported on October 03, 2025)**

India is advancing plans for a dedicated statutory regime to protect trade secrets, an area presently governed only by contracts and common-law principles. As reported by *The Economic Times* and confirmed through recent Department for Promotion of Industry and Internal Trade (DPIIT) consultations, the draft proposal defines a “trade secret” as commercially valuable technical or business information that is not generally known and is subject to reasonable confidentiality measures. It envisages civil remedies such as injunctions, damages and delivery-up orders, while introducing clear obligations on employees and contractors to maintain secrecy.

The framework, still at consultation stage, seeks to align Indian law with international standards under the TRIPS Agreement. If implemented, it would fill a major gap in India’s intellectual-property regime and provide enforceable protection for proprietary data, algorithms, formulas and manufacturing know-how.

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- **Bombay High Court Grants Interim Protection to Asha Bhosle Against Unauthorised AI Voice Replication**

[Asha Bhosle v. MAYK Inc. & Ors. (Commercial IP Suit (L) No. 30262 of 2025)]

The Bombay High Court granted ad-interim relief to the Plaintiff, prominent playback singer Asha Bhosle in a personality-rights suit. The Plaintiff alleged that US-based AI platforms (including Mayk Inc and Covers AI) and online merchandisers had developed voice-models that replicated her voice, singing style,

mannerisms and persona without her consent and were licensing or circulating those models commercially.

The Court accepted *prima facie* that the unauthorised use of a celebrity's voice via generative AI may breach personality/publicity rights and cause irreparable reputational and commercial harm. It directed identified intermediaries (including Amazon, Flipkart and Google/YouTube) to take down specified infringing content, preserve evidence, and furnish seller-information on request, and restrained the principal AI platforms from exploiting the singer's persona pending final hearing. The bench also noted the Defendants' non-appearance as a relevant factor in granting urgent relief.

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○ **Patent Office examines pre-grant oppositions to Gilead's Lenacapavir patent, affordable**

[Pernod Ricard India v. Karanveer Singh Chhabra (2025 INSC 981)]

The Indian Patent Office is considering multiple pre-grant oppositions filed against Gilead Sciences' patent applications covering Lenacapavir, a long-acting HIV medicine administered only twice yearly. Civil-society organisations including the Delhi Network of Positive People and I-MAK India have argued that the claimed inventions lack inventive step and constitute minor modifications of earlier antiretroviral compounds. They contend that allowing such patents could unjustifiably extend market exclusivity and delay generic manufacture in India. Gilead maintains that Lenacapavir represents a breakthrough therapy offering improved adherence and efficacy. If patents are refused, Indian generic manufacturers could produce low-cost versions for domestic and export markets, drastically reducing treatment prices. The examination outcome will shape access to next-generation HIV therapies across low- and middle-income countries and again test India's balance between incentivising innovation and ensuring affordable

	public-health access. Read Here
○	The Delhi High Court Grants Interim Protection to Mankind Pharma in Trademark Dispute <i>[Mankind Pharma Limited v. Biodiscovery Lifesciences Private Limited (CS(COMM)1016/2025)]</i> The Delhi High Court granted an ex-parte ad-interim injunction in favour of the Plaintiff, Mankind Pharma Limited, restraining the Defendant, Biodiscovery Lifesciences Private Limited, from manufacturing, selling or advertising medicinal, pharmaceutical, or wellness products under the marks “DICKIND”, “LONOKIND”, “FENKIND”, “CHIMOKIND”, or any mark deceptively similar to the Plaintiff’s “KIND” family, including “MANKIND”, “FENDIKIND”, “ZENKIND”, and others. The Court found that the Plaintiff had established continuous use and extensive goodwill in the “KIND” formative marks since 1995, some of which were recognised as well-known marks. It observed that the impugned marks replicated the Plaintiff’s dominant element “KIND” in identical goods, resulting in triple identity - same mark, product, and trade channels. The Court held that such imitation was likely to mislead consumers, particularly in pharmaceuticals, where confusion could have serious implications. Accordingly, the Defendant and all persons acting on its behalf were restrained from using any identical or deceptively similar marks until further orders. The matter is next listed for January 2026. Read Here

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- **Bombay High Court granted an ad-interim injunction against the unauthorized use of the “JIO” trademark by cab operators**

[Reliance Industries Ltd. v. Asif Ahmed & Ors. (Commercial IP Suit (L) No.27370 of 2025)]

The Bombay High Court delivered a significant judgment granting an ad-interim injunction in favour of Reliance Industries Limited (“Plaintiff”) and restraining the Defendants who were operating cabs, from using the website with domain name, www.jiocabs.com and the mark “JIO” in their taxi business.

The Plaintiff, being the registered proprietor of the “JIO” mark sought intervention against the use of the JIO name, mark or artwork for taxi operation that are identical or deceptively similar to the Plaintiff’s trademark JIO thereby causing confusion among consumers.

The High Court held that the Plaintiff has successfully established a prima facie case of infringement, therefore, allowing use of the JIO mark by the Defendants would cause grave injury as it is a well-known trademark, which has also been recognized by previous orders of the Bombay High Court. Though the Defendants started using a new name, the domain name remained operational which prompted the court to grant an ad-interim relief in favour of the Plaintiff.

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- **The Delhi High Court Bars Alchem from Using ‘ALCHEM’ Trademark, Favors Alkem Laboratories**

[Alkem Laboratories Ltd. v. Alchem International Pvt. Ltd. (CS(COMM) 1050/2018)]

The Delhi High Court granted an interim injunction in favor of Alkem Laboratories Ltd. (“Alkem”) against Alchem International Pvt. Ltd. (“Alchem”), restraining Alchem from using the trademark 'ALCHEM' or any deceptively similar mark for pharmaceutical or medicinal products for retail sale in India. The rationale was based on the court's prima facie finding that the marks 'ALKEM' and 'ALCHEM' are phonetically identical and deceptively similar, and that Alkem is the prior user and registered proprietor of its ALKEM mark since 1973. Alchem's use of the mark ALCHEM for similar products in the same trade channels (chemists and e-pharmacies) in India was deemed likely to cause confusion among the general public and medical professionals, especially given the strict judicial approach required for pharmaceutical products.

The court rejected Alchem's defenses of acquiescence and delay, noting that mere silence doesn't constitute acquiescence, and Alkem had consistently opposed Alchem's trademark applications and issued a cease-and-desist notice in 2005. Furthermore, Alchem's increased expansion into retail sales of similar products in India only began after Alkem's initial notice, making Alchem's subsequent use of the near-identical mark does not appear honest or *bona fide*. The injunction, however, does not apply to Alchem's manufacture and sale of Active Pharmaceutical Ingredients (APIs) for use in India or overseas, provided they are not for retail sales in India.

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○ **The Delhi High Court protects Hrithik Roshan from unauthorized Commercial Use of their Identity**

[Hrithik Roshan v. Ashok Kumar/John Doe & ORS. (CS(COMM) 1107/2025)]

The Delhi High Court granted an ex-parte ad interim injunction in favor of actor Hrithik Roshan, restraining various defendants, including 'John Doe' entities, from the unauthorized use and misappropriation of his personality rights and publicity

rights. The court's rationale was that Mr. Roshan is a well-known celebrity who has acquired immense goodwill, and his personality traits, including his name, likeness, image, voice, and physical appearance, are protectable elements of his intellectual property and publicity rights. The unauthorized use of these attributes, especially for commercial gain or to create vulgar, obscene, false, morphed, or AI-generated 'deep fake' content, constitutes an infringement that causes economic loss, harms his reputation, and misleads his fans. To prevent irreparable harm to his reputation and goodwill, the court directed the immediate takedown and delisting of numerous infringing URLs, mobile applications, and products from domain registrars and e-commerce platforms.

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○ **The Delhi High Court asks Google to remove fake online content misusing Sadhguru's Name and Image**

[Sadhguru Jagadish Vasudev & Anr. v. Igor Isakov & Ors. (CS(COMM) 578/2025)]

The Delhi High Court granted a dynamic+ interim injunction to Sadhguru Jagadish Vasudev and Isha Foundation against various "rogue websites" and online platforms, restraining the unauthorized use of Sadhguru's personality rights, including his name, image, voice, and likeness, particularly for commercial scams or to create AI-generated deep fakes. The court's rationale was based on the fact that Sadhguru is a globally revered spiritual leader with tremendous goodwill, making his personality rights unique and protectable. The unauthorized use of these attributes for financial and product scams, or to garner views on platforms like YouTube by unauthorizedly morphing his voice and image, constitutes a flagrant infringement that causes irreparable damage not only to his reputation but also to public trust.

The order directed various internet intermediaries, including social media platforms, domain registrars, and government authorities (DoT and MEITY), to immediately block or take down the identified infringing content, suspend domain names, and

	disclose the Basic Subscriber Information (BSI) of the creators, underscoring the severity and systematic nature of the digital infringement. Read Here
○	The Bombay High Court imposes costs worth Rs. 50 Lakhs for suppression of material facts in obtaining Injunction <i>[Shoban Salim Thakur v. Chaitanya Arora & Ors. (Commercial Suit (L) No. 18197 of 2025)]</i> The case arose when a commercial suit was initiated by the Plaintiff alleging infringement of the trademark “DOCTOR EXTRA SOFT / DOCTOR HEALTH SUPER SOFT/ DOCTOR SUPER SOFT” by the Defendants with respect to sale of footwear. The Court vide an <i>ex-parte</i> ad interim order dated 30.06.2025, had restrained the Defendants from using the impugned trademark (“DOCTOR EXTRA SOFT / DOCTOR HEALTH SUPER SOFT/ DOCTOR SUPER SOFT”). The Defendant No.1 and 2 filed an affidavit to vacate the <i>ex-parte</i> ad interim order on the ground that the Plaintiff obtained the order by deliberately suppressing the following material facts from the Court: (i) The Plaintiff’s trademark registration in Class 25 (Clothing, footwear etc.) was exclusive only to the State of Maharashtra; (ii) Suppression of evidence filed by Defendant No.1 in opposition proceedings pending between Plaintiff and Defendant No. 1 before the Trade Mark Registry evidencing prior use of suit subject marks by the Defendant since April 2022 and; (iii) Suppression of stance taken by the Plaintiff in trademark application in Class 25, when Registrar had flagged third party conflicting marks, that his

	trademark was different from “DOCTOR PLUS” and “DOCTOR SOFT” and it was not claiming exclusive right in the words “DOCTOR” or “SOFT” rather only on the label “DOCTOR EXTRA SOFT”. The Court after taking the grounds into consideration held that these omissions were deliberate and a fraud has been played on the Court for obtaining an <i>ex- parte</i> ad interim order. Further, taking the conduct of the Plaintiff into account, this being a commercial suit, the Court not only imposed costs of Rs. 25,00,000/- each to the Defendant No. 2 and 3 but also dismissed the suit in its entirety. Read Here
○	Test to Determine Urgency to Exempt Pre-Litigation Mediation In Commercial Suits <i>[Novenco Building & Industry A/S v. Xero Energy Engineering Solutions Pvt. Ltd. & Anr. (2025 INSC 1256)]</i> The Supreme Court revisited what it truly means for a commercial dispute to “<i>contemplate any urgent interim relief</i>” under Section 12A of the Commercial Courts Act, 2015. Novenco Building & Industry (“Novenco”), a global engineering company, had sued its Indian dealer for allegedly infringing its patents and designs. The High Court had dismissed the plaint, holding that the Novenco’s delay in approaching the court showed there was no real urgency and that it should have first attempted pre-institution mediation. The Supreme Court, however, breathed new life into the concept of urgency, observing that in intellectual property disputes, the clock of harm never stops ticking when the infringement is continuing and the injury is ongoing. The Court held that urgency cannot be measured merely by the number of days between discovery of the infringement and filing of the suit. Instead, it must be seen in the broader context of ongoing commercial harm, loss of goodwill, and erosion of market distinctiveness. A plaintiff who faces continuing misuse of their intellectual

property, the Court reasoned, cannot be made to endure mandatory mediation that would allow the infringement to persist unchecked. Clarifying the law, the Bench ruled that the test of urgency under Section 12A of the Commercial Courts Act, 2015 must be applied from the plaintiff's standpoint if the pleadings and documents show a pressing need for judicial protection, the mediation requirement stands waived. Restoring Novenco's suit, the Supreme Court set aside the High Court's decision and reaffirmed that in the fast-moving world of IP, delay does not always mean the absence of urgency.

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- **Supreme Court restricts non-signatory's participation in arbitration proceedings. The Supreme Court confirms that Arbitration agreements do not become invalid even if the arbitrator becomes ineligible**

[Offshore Infrastructures Limited v. M/s Bharat Petroleum Corporation Limited, (2025 INSC 1196)]

The Supreme Court has held that even if the procedure for appointing an arbitrator under a contract becomes inoperative due to later statutory amendments, it does not nullify the essential intent of the contract to resolve disputes through arbitration.

In the present case, the contract had designated the Managing Director of the company as the arbitrator. However, a Managing Director was disqualified due to a conflict of interest as per the Arbitration and Conciliation (Amendment) Act, 2015. The appellant approached the Supreme Court after the Madhya Pradesh High Court rejected the plea to appoint an arbitrator.

The Supreme Court has clarified that if an arbitration clause is contradictory to the mandate provided under the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), the power to appoint an independent arbitrator lies with the court under Section 11 of the Arbitration Act. This principle continues the pre-amendment position under Section 11(8) of the Arbitration Act, where courts ensured the appointment of impartial arbitrators by overriding restrictive clauses.

	Read Here
○	When Delay In Pronouncing Arbitral Award Can Be Ground To Set It Aside <i>[M/s. Lancor Holdings Ltd. vs. Prem Kumar Menon & Ors. (Civil Appeal Nos. 10074-10075 of 2024)]</i> The Supreme Court addressed the issues which arose when the arbitrator pronounced the award almost four years after final hearings had concluded, leading one party to challenge its validity under Section 34 of the Arbitration and Conciliation Act, 1996 (“Arbitration Act”). The petitioners argued that such a delay defeated the principles of fairness, efficiency, and finality underlying arbitration. The Court held that while a mere delay in pronouncing an award does not automatically render it invalid, an inordinate and unexplained delay that makes the decision unworkable or ineffective can vitiate it for being contrary to public policy and patently illegal under the Arbitration Act. Hence, delay in such circumstances could be a ground to set aside an award. Referring to precedents and commentary from Redfern & Hunter, the Bench found that the arbitrator’s prolonged delay and failure to decisively resolve issues had undermined the integrity of the process. Exercising powers under Article 142, the Court declined to remit the matter for re-arbitration and instead resolved the dispute itself, emphasizing that arbitral justice must be both efficient and conclusive. Read Here
○	AGCO Corporation completes USD 260 million global settlement and exits TAFE joint venture <i>[AGCO Corporation v. Tractors and Farm Equipment Limited (TAFE) (Global Settlement)]</i>

AGCO Corporation, the US-based farm-equipment manufacturer, has completed its exit from its long-standing joint venture with Tractors and Farm Equipment Ltd (TAFE) after executing a global settlement worth about USD 260 million (approximately ₹ 2,170 crore). The settlement, finalised on September 30, 2025, ends AGCO's 65-year association with TAFE and resolves all litigation and arbitration pending between them in India and abroad. Under the settlement, TAFE obtains exclusive ownership and control of the "Massey Ferguson" brand for India, Nepal and Bhutan, including associated intellectual-property and distribution rights, while AGCO retains its global brand interests elsewhere.

The parties executed a series of definitive agreements covering share purchase, brand assignment and termination of prior arrangements, and have withdrawn all pending proceedings. The resolution closes one of the longest commercial and IP disputes in India's manufacturing sector and allows both companies to pursue independent growth strategies in their respective territories. 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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○ **Enforcement Directorate Attaches ₹153 Crore Assets in Universal Buildwell Real-Estate Investigation**

The Enforcement Directorate (Gurugram Zonal Office) provisionally attached immovable and movable assets valued at approximately ₹153.16 crore belonging to the former promoters of Universal Buildwell Private Limited and its group entities, under the Prevention of Money Laundering Act, 2002. The attached assets include 29.45 acres of land in Behror (Rajasthan), several commercial units in Universal Trade Tower, Sector-49, Gurugram, and fixed deposits of ₹3.16 crore. The action follows over 30 FIRs registered across Delhi-NCR alleging delayed project delivery and misappropriation of home-buyer funds exceeding ₹1,000 crore over a span of

12 years in eight projects. The company is under Corporate Insolvency Resolution Process, and the adjudicating authority has recognised homebuyers as financial creditors under the plan. The move signals heightened regulatory enforcement in the real-estate sector and underscores the risk of fund diversion and regulatory action for developers.

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- **Delhi High Court held that the sale, purchase or lease of other properties by the landlord is not an impediment to seeking eviction of the tenant for bona fide need**

[Mohinder Singh v. Satish Chander Sikka (RC.REV. 35/2023)]

In the present case, the Delhi High Court dealt with a tenant's revision petition against Rent Controller's order that allowed eviction petition filed by the landlord under Section 14(1)(e) read with Section 25B of the Delhi Rent Control (DRC) Act, 1958, on the ground of *bona fide* requirement of the subject premises and directed the tenant to vacate the premises within six months.

The landlord, in the present case, sought eviction of the tenant as the subject premises were being required for his dependent family member, i.e. his grandson, for establishing a new restaurant business in the form of a fast food/dessert cafe.

The tenant argued that there was no *bona fide* requirement of subject premises for the grandson of landlord as he was employed, thus, well settled and not financially dependent upon the landlord, and the landlord had alternative accommodation available with him, and he had sold and bought various properties recently as well. The High Court observed that the tenant was unable to establish whether the grandson of the landlord was actually employed.

The High Court, while dismissing the petition, held that the sale of certain other properties by the landlord before filing of the eviction petition under Section 14(1)(e) of the DRC Act as well as the grandson being unemployed are irrelevant and immaterial facts as these cannot be determining factors for his *bona fide* need of the subject premises.

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- **The Delhi High Court holds that it is not necessary for the landlord to plead precise nature of use of premise for eviction of Tenant**

[H S Banka v. Mohan Lal, (Rc. Rev.49/2018)]

In the present case, the Petitioner-Landlord filed an eviction petition before the Additional Rent Controller, Karkadooma Court, Delhi (ARC) against the tenant, citing *bonafide requirement* of the premises for his business. The ARC dismissed the eviction Petition for failure of the Landlord to disclose the precise nature of *bona fide* requirement of the premises.

The Delhi High Court while setting aside the impugned judgment, allowed the Revision Petition filed by the Landlord and observed that the landlord is not obligated to specify the exact nature or purpose of the proposed new business and be bound by it as that does not appear to be the intention of the legislature while it enacted the Delhi Rent Control Act, 1958 (“DRC Act”). The Court also held that such a dismissal of the eviction petition is against the tenets of DRC Act.

The Court directed the tenant to vacate the premises however he was also given the benefit of Section 14(7) of the DRC Act allowing him six months’ time from the date of the order.

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- **Supreme Court observed that Stamp Duty is to be determined by the nature of judicial documents, not on the basis of the title on it**

[M/s. Godwin Construction Pvt. Ltd. v. Commissioner, Meerut Division & Anr. (2025 INSC 1207)]

The Supreme Court, while hearing an appeal filed by a company attempting to colour a mortgage deed like a security bond to attract lesser stamp duty, has observed that stamp duty on an instrument is determined by its legal character and not its nomenclature.

The present appeal arises from two cases relating to deficient stamp duty paid on “Security Bond cum Mortgage Deed”. In one matter, the Appellant, M/s. Godwin Construction Pvt. Ltd, executed “Security Bond cum Mortgage Deed” in favour of Meerut Development Authority for performance of obligations relating to the development of a colony. Under the same, the Appellant had mortgaged specified plots of land.

In another matter, the Appellant applied for a business loan from Allahabad Bank and executed a “Security Bond cum Mortgage Deed” to secure repayment of the loan.

In both cases, a stamp duty deficiency was indicated by the authorities, stating that the deeds were chargeable under Article 40 of Schedule 1-B of the Indian Stamp Act, 1899 (“Stamp Act”).

After perusal of the operative clauses of the instruments executed by the Appellant, in the first case, the court inferred that the intention was that of a mortgage, to secure the performance of obligations. The instrument additionally stated that the Meerut Development Authority shall be entitled to sell the mortgaged properties to realise the amount, in case of default, making the nomenclature, “Security Bond cum Mortgage Deed”, inconsequential.

Supreme Court, while dismissing the appeal, held that in the absence of any surety, to attract Article 57 of the Stamp Act, the deeds executed by the Appellant cannot be termed as a security bond. It, however, fulfilled all the requirements of a mortgage deed, falling under the ambit of Article 40 of Schedule 1-B of the Stamp Act.

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○ **The Supreme Court held that a minor could reject a guardian's unauthorised sale through conduct**

[K.S. Shivappa v. K. Neelamma, (2025 INSC 1195)]

The Supreme Court has held that it is not always necessary for a minor, upon attaining majority, to institute a suit to cancel a voidable sale transaction executed by their guardian. The Court observed that such a voidable transaction can be avoided or repudiated through the individual's conduct.

In the present case, a father sold plots owned by his minor sons without prior permission of the court. When the sons attained majority, they sold the same plots to the Appellant, showing by conduct their disapproval of the sale.

The Supreme Court held that the conduct of the parties by entering into a fresh transaction of sale is sufficient to set the unauthorised sale aside. The legal guardian, therefore, without the consent of the Court, has not passed a valid title to the Vendee, as such an unauthorised sale is voidable in nature, which becomes void at the option of the minor, upon attaining majority. However, the fresh transaction of sale has to be within the period of limitation.

The Supreme Court thereby allowed the appeal and set aside the judgment of the High Court.

	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 Organization 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. Read Here
○	Delhi High Court observes that relinquishment of rights in a property by the sisters (co-owners) in favour of their brother (another co-owner) cannot be said to be a Gift for the purposes of the Indian Stamp Act <i>[Ramesh Sharma v. Government of NCT of Delhi and Ors. (2025 DHC 8835 DB / LPA 346/2020)]</i> The Delhi High Court heard an appeal filed by a brother (co-owner/ appellant) challenging a Single Judge’s order that upheld the impounding of the Relinquishment Deeds (RD) executed by his sisters (other co-owners) due to deficient stamp duty, treating the RDs as Gift Deeds. The Delhi High Court observed that relinquishment does not tantamount to an alienation of rights, and an RD between the co-owners holds equal force as an RD

between the coparceners. The Court further observed that in the present case, the appellant, his mother, and the five sisters all became co-sharers in the suit property upon the death of the father. The transaction was between the family members, wherein the chances of economic consideration are remote.

Hence, in the present case, the RDs have only added a title to the already existing title of the appellant. Therefore, an error was committed in the Impugned Order by treating the RDs as deeds of gift for the purposes of the Stamp Act and upholding its impounding.

Therefore, in the peculiar facts of the present case, the Court held that the relinquishment of rights by all the sisters in favour of their brother was in the nature of a family settlement and such relinquishment of rights in a property cannot be said to be a Gift for the purposes of the Stamp Act.

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○ **HRERA orders Agrante Realty to pay Interest for delay in flat possession at Gurugram project**

[Alok Ranjan Tripathi vs Agrante Realty Limited (Complaint No. 49 of 2025) – HRERA]

The Haryana Real Estate Regulatory Authority (“**HRERA**”), Gurugram, directed the promoter, Agrante Realty Limited, to pay Delayed Possession Charges to the complainant at the prescribed interest rate of 10.85% per annum. HRERA established that the promoter was in contravention of Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016 by failing to hand over possession by the due date, which was calculated as February 20, 2024. This due date included a six-month extension granted due to the Covid-19 pandemic's force majeure conditions plus the four years mandated by the Affordable Housing Policy, 2013.

HRERA rejected the promoter's other objections, such as delays caused by construction bans due to environmental pollution and general labor/material

shortages, stating that these were short-term, annual events that the promoter should have been aware of and were not grounds for further leniency. The interest is to be paid monthly from the due date of possession (February 20, 2024) until the valid offer of possession after obtaining the Occupation Certificate. The HRERA also directed the promoter to offer possession within 30 days of obtaining the Occupation Certificate and execute the conveyance deed within three months of that date.

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○ **Supreme Court explains essential conditions for the validity of Oral gifts under Mohammedan Law**

[Dharmrao Sharanappa Shabadi and Ors. v. Syeda Arifa Parveen (2025 INSC 1187)]

The dispute in the present case is regarding an agricultural land, which was under the original ownership of one Khadijabee. Khadijabee, through an oral gift transferred a portion of it to her daughter, Syeda Arifa Parveen (“Respondent”), followed by a written memorandum of gift on her behalf. After the death of Khadijabee, her husband mutated the entire land in his name and allegedly sold the land to the Appellants through five registered sale deeds. The Respondent, filed a suit to set aside the registered sale deeds and declaration of title in her favour, claiming to be the owner in possession of the suit property through succession and the oral gift. The Supreme Court, while deciding a Civil Appeal filed against the Judgment of the Karnataka High Court, Kalaburagi Bench, has explained the following essential conditions for the validity of Oral gifts under Mohammedan Law.

1. Three essential conditions for an oral gift under Mohammedan Law -
 - A clear declaration of the wish to give by the donor.
 - An acceptance of the gift by the donee (express or implied).

	• Taking actual or constructive possession of the subject-matter of the gift by the donee 2. No requirement of a written document for the validity of a gift. An oral gift fulfilling the above conditions becomes complete and irrevocable. 3. No distinction between a written or registered gift and unregistered gift. Section 129 of the Transfer of Property Act, 1882 ('Transfer of Property Act') excludes the requirement of registration for the gift of immovable property. 4. Delivery of possession, whether actual or constructive is an essential requirement for the validity of a gift. 5. To prove the delivery of possession, it is crucial to show continuous evidence of acting under the oral gift and the donee must show "exclusive control" over the property to derive its benefit. Read Here
○	NCLAT Upholds CIRP Admission: Advance Payment for undelivered goods constitutes operational debt, rejecting belated dispute claims <i>[Rakesh Bhailalbhai Patel v. Vasundhara Seamless Stainless Tubes Pvt. Ltd. & Ors., Comp. App. (AT) (Ins.) 1695 of 2024 - NCLAT]</i> The National Company Law Appellate Tribunal (NCLAT) dismissed the appeal filed by suspended director ("Appellant") of Vasundhara Seamless Stainless Tubes Private Limited ("Corporate Debtor") and upheld the initiation of the Corporate Insolvency Resolution Process (CIRP). NCLAT's core rationale was that an 'operational debt' and 'default' were unequivocally established, and no credible, pre-existing dispute existed to bar the petition under Section 9 of Insolvency and Bankruptcy Code, 2016 (IBC).

The NCLAT found that the advance payment of ₹1 Crore made by the Operational Creditor for scrap and machinery constituted an operational debt, as established by the Supreme Court's precedent that an advance payment for undelivered goods or services qualifies as operational debt.

The Appellant's contention that the scrap had already been lifted was rejected due to lack of corroborative evidence such as delivery receipts. Instead, NCLAT relied on the Corporate Debtor's audited balance sheets, which consistently acknowledged the ₹1 Crore under "Advance from Others" without any qualification, constituting a clear acknowledgment of liability and extending the limitation period.

Furthermore, the NCLAT dismissed the Appellant's allegations of forgery and fabrication, which were supported only by a police complaint filed more than a year after issuance of the demand notice and only after the petition under Section 9 of IBC has been reserved for orders. NCLAT observed that such a delayed claim was a belated and afterthought defense (a "moonshine defence") that failed the Mobilox test for a pre-existing dispute.

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○ **Supreme Court Reinforces Distinction Between Equity and Debt**

[EPC Constructions India Ltd. v. M/s Matix Fertilizers & Chemicals Ltd. (2025 INSC 1259)]

In this landmark decision, the Supreme Court examined whether holders of Cumulative Redeemable Preference Shares (CRPS) can be regarded as financial creditors under the Insolvency and Bankruptcy Code, 2016 ("IBC") for the purpose of initiating corporate insolvency proceedings. The appellant, EPC Constructions India Ltd., had accepted conversion of its outstanding dues into CRPS issued by Matix Fertilizers and Chemicals Ltd. ("Matix") in 2015. When Matix failed to

redeem the preference shares, the appellant sought to trigger insolvency under Section 7 of the IBC, claiming that the non-redemption constituted a financial default. Both the National Company Law Tribunal and the National Company Law Appellate Tribunal rejected the application, holding that CRPS represent an investment in the company's capital and not a financial debt. The Supreme Court upheld these findings, dismissing the appeal.

The Court reasoned that under the Companies Act, 2013, preference share capital forms part of the company's equity and does not create a debt obligation in the ordinary sense. Section 55 of the Companies Act, 2013 expressly allows redemption of such shares only from profits available for dividend or from proceeds of a fresh issue of shares. Where neither condition exists, the obligation to redeem does not mature into a legally enforceable debt. The Bench observed that the accounting treatment or economic effect of such instruments cannot alter their legal character. Holders of CRPS are therefore investors whose rights are subordinate to those of creditors and cannot use the insolvency process as a substitute for a contractual or corporate remedy. The decision firmly draws the boundary between debt and equity, preserving the capital structure discipline and reaffirming that the IBC is a mechanism for genuine debt resolution, not for recovery of investment returns.

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○ **Delhi High Court Holds COVID-19 Limitation Extension Applicable to PMLA Proceedings**

[Directorate of Enforcement & Anr. v. M/s Vikas WSP Ltd & Ors. (2025 DHC 8490 DB)]

The Delhi High Court while deciding a Letters Patent Appeal filed by the Enforcement Directorate (ED) and a Writ Petition preferred against a Provisional Attachment Order (PAO) clarified that the Supreme Court's order *In re: Cognizance for Extension of Limitation* in the light of COVID-19 applies to judicial and quasi-

judicial proceedings under both general and special laws, therefore the Adjudicating Authority under Section 8 of Prevention of Money Laundering Act, 2002 which perform quasi-judicial functions come within the ambit of the Supreme Court's order.

Earlier a Single Judge Bench had held that notice/summons issued by the Adjudicating Authority was beyond a period of 180 days from the date of PAO therefore expired without any order being passed by the Adjudicating Authority. The Delhi High Court while setting aside the judgment of Single Judge Bench held that 180 days limitation stood validly extended and the PAO did not lapse due to pandemic. The Division Bench further remarked that COVID-19 was a rare and serious situation, and the relaxations were made to ensure fairness when courts and offices were shut and the delays due to lockdowns or restrictions cannot be blamed on the ED.

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○ **Supreme Court clarifies when a Suit for Specific Performance can be filed without Declaration of Invalid Termination**

[Annamalai v. Vasanthi & Ors. (2025 INSC 1267)]

In this landmark decision, the Supreme Court drew a nuanced distinction between *termination* and *repudiation* of contracts, bringing long-needed clarity to property and commercial disputes involving suits for specific performance. The case arose from an agreement to sell immovable property, where the vendor purported to terminate the contract after accepting substantial payments from the purchaser. When the buyer sought specific performance without separately asking for a declaration that the termination was invalid, the question arose - was such a suit maintainable at all? The Court held that where the alleged termination is *inherently invalid* or *contrary to the terms of the contract*, and the conduct of the vendor (such as accepting further payments) indicates that the contract continued to subsist, the

purchaser is entitled to sue directly for specific performance. A separate prayer for declaration is unnecessary unless a legitimate, legally sustainable termination has created a genuine cloud over the subsistence of the agreement.

The Bench went further to reaffirm that time is generally not the essence of contracts for sale of immovable property, unless explicitly stated otherwise. Since the purchaser had paid over ninety percent of the consideration and the vendor's own conduct showed waiver of strict timelines, the Court found that readiness and willingness were clearly demonstrated. Criticising the High Court for having reappreciated evidence in a second appeal without pointing to perversity or misreading, the Supreme Court restored the decree for specific performance granted by the first appellate court.

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- **The Delhi High Court held that Execution Petitions are not maintainable in the absence of an executable decree where the case is withdrawn**

[Pritpal Singh v. Jupinder Kaur Maker & Ors. (EX.P. 65/2021 and EX.APPL.(OS) 1341/2025)]

The Delhi High Court has observed that a decree must embody a formal and conclusive adjudication of rights, and mere withdrawal of a suit, even pursuant to a compromise, does not ipso facto culminate into an executable decree unless the compromise is expressly recorded by way of an order and a decree is drawn under Order XXIII Rule 3 of Code of Civil Procedure, 1908 (CPC).

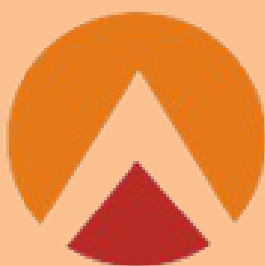
The present case arises from an order dated 07.02.2020, which was passed in two connected suits, which were dismissed as withdrawn after a settlement was reached between the parties. Under the settlement, the Judgment debtor, also one of the trustees of a Trust named Sujana Mohinder Charitable Trust, had agreed to transfer her interest, ownership and possession in a property at New Friends Colony, New Delhi, in favour of other Trustees, jointly, for the operation of a hospital.

On the failure of the Judgment debtor to comply with the settlement, the Decree holder approached the court for execution of the order dated February 07, 2020.

The Delhi High Court held that the order sought to be executed must be an order recording the compromise of the parties. The order must reflect the satisfaction of the Court qua the lawfulness of the compromise, and the order must formally reflect a direction binding the parties to the compromise. Thus, the order sought to be executed must be an order in the manner contemplated by Order XXIII Rule 3 of CPC, and if the order itself does not fulfil the foundational criteria of Order XXIII Rule 3 CPC, the execution is bound to fail.

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