

ALBA LAW OFFICES

Newsletter | March 2026

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HIGHLIGHTS OF THE MONTH

The Corporate Laws (Amendment) Bill, 2026

The Corporate Laws (Amendment) Bill, 2026 (the “Bill”) was introduced in the Lok Sabha on 23 March 2026, proposing key reforms to the Companies Act, 2013 (“Companies Act”) and the Limited Liability Partnership Act, 2008 (“LLP Act”), with a focus on decriminalisation, ease of compliance, strengthening corporate governance, facilitating corporate restructuring, upward revision of eligibility thresholds, expansion of employee compensation instruments, and introduction of greater structural flexibility for LLPs. A comparative summary of the key amendments is set out in the table below:

Key Amendments in the Companies Act

Subject Matter	Earlier Position	Amended Position
Corporate Social Responsibility (CSR)	Companies with net profit of Rs. 5 crore or more (among other thresholds) were required to contribute 2% of average net profit towards CSR.	Net profit threshold raised to Rs. 10 crores, exempting smaller profitable companies
Small Companies	Upper limit of paid-up share capital capped at Rs. 10 crore and turnover capped at Rs. 100 crores for classification as a small company.	Upper limits increased to Rs. 20 crore (share capital) and Rs. 200 crores (turnover), bringing more companies within the small company framework.
Merger or Amalgamation	Approval required from shareholders holding at least 90% of total shares and creditors holding 90% of total debt.	Thresholds reduced — approval now required from majority of members present and voting holding at least 75% of shares, and creditors holding 75% of debt.
Buy-back of Shares	Buy-back limited to 25% of aggregate paid-up capital and free reserves; one buy-back permitted per year; affidavit required; criminal punishment for defaults.	Prescribed classes of companies may have a different buy-back percentage; multiple buy-backs permitted within a year; affidavit requirement removed;

		criminal punishment replaced with civil penalties.
Share Capital in Foreign Currency	No specific provision for maintenance of share capital in foreign currency.	New Section 43A introduced, allowing International Financial Services Centres (IFSC) companies to issue and maintain share capital, books of account and documents in a permitted foreign currency.
Employee Compensation Schemes	Only Employee Stock Option Schemes (ESOPs) were recognised under the Companies Act.	Additional schemes recognised, including Restricted Stock Units (RSUs) and Stock Appreciation Rights (SARs).
Annual General Meetings (AGMs) and Extraordinary General Meetings (EGMs)	AGMs were required to be conducted in physical mode only.	AGMs may be conducted physically or via video conferencing; physical AGM mandatory at least once every three years. EGMs may be held in virtual mode.
Decriminalisation of Defaults	Several procedural defaults, including those relating to prospectus, AGMs, and stock exchange compliance, attracted criminal liability.	Criminal liability replaced with monetary penalties for most procedural defaults, with criminal liability retained only for substantive offences.
Compounding of Offences	Monetary threshold for compounding of offences was Rs. 25 lakhs.	Threshold enhanced to Rs. 1 crore, allowing more offences to be compounded and reducing litigation burden.
Dormant Companies	Eligible inactive companies could optionally apply for dormant status.	Application for dormant status made mandatory ('shall apply') for eligible companies.
Pre-deposit for Appeals	No pre-deposit requirement for filing an appeal before the Appellate Tribunal or Regional Director.	Appellant must deposit 10% of the amount payable under the impugned order before an appeal can be entertained.

Key Amendments in the LLP Act

Subject Matter	Earlier Position	Amended Position
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IFSC-Specific Framework	No dedicated statutory framework for LLPs operating within IFSC.	Comprehensive IFSC-specific framework introduced covering new definitions, registered office requirements, foreign currency operations, naming conventions, and relaxed filing norms for SEBI/IFSCA-regulated LLPs.
Declaration by Professionals at Incorporation	Declaration by an advocate, CA, cost accountant, or CS was mandatory at the time of formation or incorporation of every LLP.	Declaration now required only when such professionals are actually involved in the formation or incorporation, reducing mandatory compliance and associated costs.
Valuation Framework	No specific statutory valuation framework applicable to LLPs for valuation of partner contributions, assets, or liabilities.	Valuation framework under Section 247 of the Companies Act extended to LLPs on a mutatis mutandis basis, bringing standardisation to LLP valuations.
Conversion of Trusts into LLPs	Only firms, private companies, and unlisted public companies were eligible to convert into LLPs.	SEBI and IFSCA-registered specified trusts may now also convert into LLPs, subject to consent of three-fourths of investors, with automatic transfer of assets, liabilities and continuity of operations.

In sum, the Bill seeks to reduce regulatory burden while strengthening corporate governance and facilitating business structuring in India.

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Government of NCT of Delhi passes Court Fees (Delhi Amendment) Act, 2026, allowing litigants to get full refunds of court fees for cases settled out of court.

The Court Fees (Delhi Amendment) Act, 2026, is a legislative amendment to the Court Fees Act, 1870 (Court Fees Act), as applicable to the National Capital Territory (NCT) of Delhi.

The principal objective of the amendment is to rationalise the provisions relating to the refund of court fees in civil proceedings. Under the amendment, Section 16 of the Court Fees Act has been substituted for Delhi to allow a full refund of court fees where parties to a suit or appeal resolve their dispute by mutual agreement at any stage, whether through

court-assisted settlement or otherwise, including mechanisms contemplated under Section 89 of the Code of Civil Procedure, 1908. In such cases, the concerned party may obtain a certificate from the court to claim the refunded court fee from the competent authority.

Further, the amendment repeals Section 16A, which had earlier been inserted by the Court-Fees (Delhi Amendment) Act, 2010 and provided for only partial refund (half of the court fees) in cases where suits or appeals were settled before the commencement of hearing or before evidence on merits was recorded. The legislature considered that the coexistence of Sections 16 and 16A created an arbitrary distinction between categories of litigants seeking refund of court fees, potentially rendering the provision inconsistent with constitutional principles of equality.

Accordingly, by substituting Section 16 and deleting Section 16A of the Court Fees Act, as applicable to the NCT of Delhi, the 2026 amendment seeks to simplify the refund framework and encourage amicable settlement of disputes by ensuring that litigants who resolve disputes through compromise or alternative dispute resolution mechanisms are entitled to a complete refund of court fees.

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The Information Technology (Intermediary guides and Digital Media Ethics Code), Second Amendment Rules, 2026

The Ministry of Electronics and Information Technology (Meity) has issued the draft Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Second Amendment Rules, 2026 (“Amendment Rules”), proposing revisions to the existing regulatory regime under the Information Technology Act, 2000. The Amendment Rules, currently open for stakeholder consultation until 14 April 2026, reflect a move towards greater institutional oversight and tighter regulatory control over digital platforms.

- **Broader coverage:** The Amendment Rules adopt an expansive approach in identifying regulated entities, bringing within its ambit both individuals interacting with digital platforms and a wide spectrum of intermediaries, including social media services, network providers, e-commerce platforms, and hosting entities.
 - **Institution-led content review:** The Amendment Rules strengthen the role of the Inter-Departmental Committee by enabling it to examine matters not only arising from complaints but also those initiated through Meity’s reference, thereby introducing a more centralised and proactive content monitoring mechanism.
 - **Heightened regulatory compliance:** Intermediaries are required to align with official directives, procedural frameworks, and standards issued by Meity. Such compliance is directly tied to the due diligence obligations under Section 79
-

of the Information Technology Act, 2000, which governs the grant of safe harbour protection, indicating stricter consequences for non-compliance.

The Amendment Rules, thus, aim to create a more structured and supervisory regulatory environment, with increased accountability for intermediaries and closer governmental involvement in digital content governance.

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Delhi High Court Grants Interim Relief in Pharmaceutical Trademark Dispute

[GlaxoSmithKline Pharmaceuticals Ltd. v. Zee Laboratories Ltd. in CS (COMM) 896 of 2025]

The Delhi High Court considered an application filed by GlaxoSmithKline Pharmaceuticals Ltd. (Plaintiff) seeking interim injunction against Zee Laboratories Ltd. (Defendant) for alleged infringement of the registered trademark “PHEXIN,” used for antibiotic pharmaceutical products.

The Plaintiff argued that the Defendant was marketing pharmaceutical ointments under marks such as “FEXIN,” “FEXIT,” “FEXIT-B,” and “FEXIT-M,” along with packaging closely resembling the Plaintiff’s trade dress. The Plaintiff contended that the impugned marks were deceptively similar to its trade mark “PHEXIN” and likely to cause confusion in the pharmaceutical market.

During proceedings, the Defendant undertook to discontinue use of the mark “FEXIN,” which was accordingly recorded by the Court. However, the Defendant contested the injunction in relation to the marks “FEXIT,” “FEXIT-B,” and “FEXIT-M.”

Considering the similarity between the marks and the nature of pharmaceutical products, where a higher standard of care is required due to potential public health implications, the Court examined whether the impugned marks were deceptively similar to the Plaintiff’s registered mark. The Court also evaluated the similarity of the trade dress and the likelihood of confusion among consumers.

The High Court granted an interim injunction restraining the Defendant from using the marks “FEXIT,” “FEXIT-B,” and “FEXIT-M,” or any other deceptively similar mark or trade dress, pending disposal of the suit, while recording the Defendant’s undertaking to discontinue “FEXIN”.

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Delhi High Court rejects Peru’s claim for exclusive rights over “Pisco”

Republic of Peru v. Union of India & Ors. [2026 DHC 2261]

The Plaintiff, Republic of Peru, approached the Delhi High Court seeking recognition and protection of the term “Pisco” as a Geographical Indication under the Geographical Indications of Goods (Registration and Protection) Act, 1999 (“the GI Act”), asserting exclusive rights over its use in relation to an alcoholic beverage. The dispute arose in the backdrop of competing claims by Peru and Chile, both of which assert historical and geographical association with the term “Pisco”.

The Plaintiff contended that “Pisco” originates exclusively from a specific region in Peru and that its use is intrinsically linked to that geographical origin. It was argued that recognition of the term as a Geographical Indication in India ought to reflect this exclusivity. The Defendants opposed the claim, submitting that the term is used in relation to products originating from more than one geographical region and, therefore, cannot be exclusively associated with a single country for the purposes of protection under the GI Act.

The Court examined the statutory framework governing registration and protection of geographical indications, along with the material placed on record regarding the historical and commercial use of the term. It noted that “Pisco” is used by both Peru and Chile to describe a category of alcoholic beverages and that such concurrent use has gained recognition internationally.

In this context, the Court held that grant of exclusive rights in favour of the Plaintiff would be inconsistent with the established position of shared usage and recognition. It observed that protection under the GI Act must be assessed with reference to actual usage and the distinctiveness of the indication in identifying goods as originating from a particular territory. Where a term is subject to competing and recognised claims, exclusivity cannot be readily granted. Accordingly, the Court declined to grant exclusive rights in favour of the Plaintiff and dismissed the petition.

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Court resolves dispute relating to use of “IPL” ahead of tournament.

Ashique Karoth v. Union of India & Ors. [WP(PIL) NO. 52 OF 2026]

The Kerala High Court dismissed a Public Interest Litigation filed by the Petitioner, Ashique Karoth, challenging the use of the name “Indian Premier League” in relation to the cricket tournament conducted by the Board of Control for Cricket in India (“BCCI”), the Respondent No. 2. The Petition sought directions against the Respondents, including the Union of India and BCCI, contending that the use of the term “Indian” was misleading as the tournament was not an official national event.

The Petitioner argued that the use of the name created a false impression of official recognition and sought restriction on its usage. It was contended that private entities should not be permitted to use expressions suggesting national character without appropriate sanction.

The High Court declined to entertain the Petition and dismissed it at the threshold. The Court found no merit in the challenge and noted that the tournament has been conducted under the same name for several years without objection. It further observed that the Petition did not disclose any enforceable legal right warranting judicial intervention. Accordingly, the petition was dismissed, and no relief was granted against the continued use of the name “Indian Premier League.”

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Controller Must Refer Patent Application For Examination And Afford Hearing If Examiner’s Report Is Adverse: Bombay High Court

Vishal Prafulsingh Solanke & Anr. v. Controller of Patents and Designs & Ors. 2026:BHC-OS:7027-DB

The Bombay High Court has held that the Controller of Patents, Designs and Trademarks (the “Controller”) is required to adhere to the statutory procedures under the Patents Act, 1970 (the “Act”), which mandates referral of the patent application for examination and affording an opportunity of hearing to the applicant.

This appeal was filed under Section 117A of the Act, challenging the decision of the single judge which upheld the refusal of a patent application by the Controller. The Court observed that under the Act, the Controller is the key person, as whenever an application for patent is preferred and a request for examination is made, it shall be referred at the earliest by the Controller to an examiner for making a report and the Controller, under Section 14 of the Act, on receipt of the said report, before proceeding to dispose of the application is entitled to follow the procedure prescribed, that is, affording an opportunity to the applicant to be heard if the report of examiner is adverse to the applicant or requires an amendment. Accordingly, the Court upheld the decision of the learned single judge, affirming the Controller’s refusal of the patent application and dismissed the appeal as not maintainable.

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Supreme Court rules that participation without timely objection bars subsequent jurisdictional challenge in arbitration

[Municipal Corporation of Greater Mumbai v. M/s R.V. Anderson Associates Ltd., SLP (C) Nos. 23846-47 OF 2025]

In the present case, the Appellant, Municipal Corporation of Greater Mumbai, entered into a consultancy agreement with the Respondent for upgrading sewerage operations under a World Bank-funded project. Upon completion of the work in 2001, disputes arose regarding outstanding payments, leading to the invocation of arbitration in 2005. Both parties appointed their nominee arbitrators, and multiple presiding arbitrators were successively appointed by the co-arbitrators after earlier appointees withdrew.

Despite being notified at each stage and actively participating in the proceedings, the Appellant did not raise any objection to the constitution of the tribunal. It was only in February 2009, shortly before filing its statement of defence, that the Appellant raised a jurisdictional objection under Section 16 of the Arbitration and Conciliation Act, 1996 (the “Act”), contending that the presiding arbitrator had been appointed beyond the stipulated 30-day period and that such appointment ought to have been made through the Secretary General of the International Centre for Settlement of Investment Disputes, Washington D.C. The arbitral tribunal rejected this objection and passed an award in favour of the Respondent.

Subsequently, challenges to the said award under Sections 34 and 37 of the Act were dismissed by the Bombay High Court, leading to the present appeal before the Supreme Court. The issue before the Supreme Court was whether a party that has participated in arbitral proceedings without raising a timely objection to the constitution or jurisdiction of the arbitral tribunal can subsequently challenge the tribunal’s jurisdiction after an adverse award is passed.

The Supreme Court observed that the conduct of the Appellant demonstrated clear acceptance of the arbitral process. Despite multiple opportunities, the Appellant failed to object to the appointment of the presiding arbitrator and participated in the proceedings without protest. The Supreme Court held that while the objection under Section 16 of the Act was technically within time, the prior conduct of the party is a crucial factor in assessing such a challenge.

The Supreme Court reiterated that arbitration jurisprudence discourages belated technical objections and held that a party cannot “keep a jurisdictional ace up its sleeve” to be used only after an adverse outcome, allowing such conduct would undermine the efficiency and finality of arbitration. Accordingly, the Supreme Court upheld the arbitral award and dismissed the appeal.

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SC Applies Transnational Issue Estoppel to Uphold Foreign Arbitral Award

[Nagaraj V. Mylandla v. PI Opportunities Fund-I & Ors. 2026 INSC 298]

The Supreme Court has reiterated that enforcement of a foreign arbitral award cannot be resisted on “public policy” grounds under Section 48 of the Arbitration and Conciliation Act, 1996 where the issues sought to be raised have already been conclusively determined by the seat court. In dismissing the appeal arising from enforcement proceedings of a Singapore-seated arbitral award, the Court emphasised that Indian courts, while acting as enforcement courts, cannot undertake a merits-based re-evaluation of issues that have attained finality before the supervisory court at the seat.

The dispute arose out of an investment agreement under which foreign investors were assured an exit through an IPO (Initial Public Offering) or alternative mechanisms. Upon failure to provide such exit, arbitration was invoked before the Singapore International Arbitration Centre, resulting in an award directing payment of substantial damages. The award was subsequently upheld by the Singapore High Court. In enforcement proceedings before Indian courts, the appellants sought to resist enforcement by invoking the “public policy of India” exception, contending that the award effectively resulted in an unlawful buy-back of shares in violation of the Companies Act, 2013.

Rejecting these contentions, the Supreme Court held that such objections were merely a repackaging of arguments already rejected by the seat court and were barred by the doctrine of transnational issue estoppel. The Court clarified that this doctrine applies where (i) the prior decision is rendered by a competent foreign court, (ii) it is final and on merits, (iii) there is identity of parties, and (iv) the issue in question is identical in both proceedings, thereby precluding re-agitation of such issues at the enforcement stage. The Court emphasised that once factual and legal issues have been conclusively determined by the seat court, they cannot be reopened before the enforcement court under the guise of a public policy challenge. The Court further held that the transaction in question involved a surrender of shares upon receipt of damages, and not a statutory buy-back, thereby negating any alleged violation of Indian company law.

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Supreme Court Strikes Down Clause Barring Legal Remedies; Restores Arbitral Award.

[M/s ABS Marine Services v. The Andaman and Nicobar Administration, 2026 INSC 274]

The Supreme Court in this case has held that a contractual clause cannot empower one party to unilaterally determine breach and impose liability with finality, nor can it completely bar recourse to courts or arbitration. In a dispute arising out of a Manning Agreement between a marine service provider and a government authority, the Court set aside the High Court’s decision and restored the arbitral award, holding that the impugned clause purporting to make the administration’s decision final and immune from challenge

was contrary to Section 28 of the Indian Contract Act, 1872 and fundamental principles of law.

The Court observed that allowing one party to conclusively determine breach and quantify damages would violate the settled principle that no person can be a judge in their own cause. While a contractual provision may permit assessment of damages, such power cannot extend to adjudicating the existence of breach where liability is disputed. It was further held that a clause which seeks to exclude both judicial and arbitral remedies amounts to an absolute restraint on legal proceedings, rendering it void. The Court emphasised that contractual terms cannot override statutory guarantees of access to remedies, nor can they create a situation where a party is left without recourse.

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Supreme Court Ruled Arbitration Cannot be Imposed Without Mutual Consent

[M/s Bharat Udyog Ltd. vs Ambernath Municipal Council SLP (C) No. 1127 of 2017; 2026 INSC 288]

The Supreme Court has upheld the Bombay High Court's decision setting aside an arbitral award, holding that arbitration cannot be invoked in the absence of a valid arbitration agreement founded on mutual consent. In this case, the Court examined a dispute arising from an octroi collection contract, where, after execution of the agreement, the contractor sought reduction of the reserve price and, upon rejection, approached the State Government, which unilaterally appointed an arbitrator.

The Supreme Court held that the contract did not contain any arbitration agreement, and the relevant clause merely provided for a departmental dispute resolution mechanism, lacking the essential element of consensus required for arbitration. It further ruled that the State Government's powers under Section 143A(3) of the Maharashtra Municipal Councils, Nagar Panchayats and Industrial Townships Act, 1965 are limited to issuing policy directions regarding octroi collection and do not extend to imposing arbitration on parties to a concluded contract. Consequently, the unilateral appointment of the arbitrator was held to be without jurisdiction, rendering the entire arbitral process *coram non judice* and the award non *est* in law.

Rejecting the argument of waiver and acquiescence, the Court clarified that participation in arbitral proceedings does not cure a fundamental lack of jurisdiction, and there can be no estoppel against challenging proceedings that are void ab initio. Affirming that consent is the cornerstone of arbitration, the Court dismissed the appeal and upheld the High Court's decision setting aside the award.

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Supreme Court rules that parties do not possess any vested or automatic right to seek admission of additional evidence at the appellate stage

[Gobind Singh and Ors. vs. Union of India and Ors., Civil Appeal Nos. 5168-5169 of 2011]

The issue before the Supreme Court was whether the High Court committed an error in deciding a first appeal without expressly adjudicating the application filed under Order XLI Rule 27 of the Code of Civil Procedure, 1908 (CPC), seeking to adduce additional evidence, and whether litigating parties possess a vested right to introduce additional evidence at the appellate stage.

The background of the present case stems from a civil suit filed by the Appellants (plaintiffs before the Trial Court), seeking a declaration of title and permanent injunction in respect of a parcel of land situated at Gwalior. The Appellants asserted that the suit property belonged to their forefathers and that they had been in continuous possession thereof. It was alleged that the Respondents (defendants before the Trial Court), including the Union of India, attempted to interfere with their possession and remove constructions raised on the property.

The Trial Court decreed the suit in favour of the Appellants, holding that they had established ownership and possession over the disputed property. Aggrieved by the said decree, the Respondents preferred a first appeal before the High Court.

During the pendency of the appeal, the Appellants filed an application under Order XLI Rule 27 CPC seeking permission to adduce additional documentary evidence, including certified copies of entries from the General Land Register maintained by the Respondents. The Appellants contended that the said documents would demonstrate that the land stood recorded as private land.

The High Court allowed the appeal filed by the Respondents and set aside the decree of the Trial Court. It held that the Appellants had failed to establish a lawful title over the property. Although the High Court did not expressly decide the application for additional evidence while deciding the appeal, it subsequently dismissed the same while rejecting the review petition filed by the Appellants.

The Appellants contended before the Supreme Court that the High Court erred in deciding the appeal without first adjudicating their application under Order XLI Rule 27 CPC, which according to them resulted in a miscarriage of justice.

The Supreme Court dismissed the appeals and upheld the judgment of the High Court. The Court reiterated that Order XLI Rule 27 CPC does not confer any vested or automatic

right upon a party to adduce additional evidence at the appellate stage. The admission of additional evidence lies within the discretion of the appellate court and may be permitted only upon fulfilment of the specific conditions prescribed under the provision.

The Court observed that additional evidence may be allowed only in three circumstances: (i) where the trial court wrongly refused to admit evidence which ought to have been admitted; (ii) where the party seeking to produce such evidence establishes that despite exercising due diligence the evidence was not within its knowledge or could not be produced at the trial stage; or (iii) where the appellate court itself requires such evidence to enable it to pronounce judgment or for any other substantial cause.

Applying these principles, the Court held that the attempt by the Appellants to introduce additional evidence at the appellate stage was primarily aimed at filling gaps in their case. Since the High Court was able to render a reasoned judgment on the basis of the material already on record, there was no necessity to admit further evidence.

Accordingly, the Supreme Court affirmed the judgment of the High Court and dismissed the appeals.

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Punjab and Haryana High Court issues directions mandating mediation in the cheque dishonour cases after service of notice to the accused

[Sonu Kumar v. Kulbir Singh, CRR-2873-2025 (O&M)]

In the present case, the Petitioner [accused in a complaint under Section 138 of the Negotiable Instruments Act, 1881 (the “NI Act”)] challenged the order of the Judicial Magistrate First Class Ludhiana, which had rejected his application seeking permission to examine a handwriting and fingerprint expert for the purpose of comparison of alleged signatures of the Respondent (the complainant) on a power of attorney with those in a notary register. The underlying complaint was filed by the Respondent alleging dishonour of a cheque issued in the course of business dealings, which was returned unpaid upon instructions to stop payment.

The trial court rejected the application of the Petitioner, noting that the Petitioner had already availed multiple opportunities to conclude his defence evidence, and the Petitioner further tried to delay the matter by filing an application to compare the signatures by calling a handwriting expert. The trial court also observed that no such plea of forged signatures had been raised earlier, including at the stage of recording a statement under Section 313 of the Code of Criminal Procedure, 1973.

Aggrieved, the Petitioner filed a revision petition before the Punjab and Haryana High Court. During the proceedings, both parties expressed willingness to explore a settlement through mediation.

The High Court dismissed the revision petition and upheld the trial court's order, holding that the application for expert evidence was rightly rejected as it was filed at a belated stage and appeared to be an attempt to delay the trial.

Significantly, the High Court undertook a broader examination of the nature of proceedings under Section 138 of the NI Act and held that cheque dishonour cases are quasi-criminal in nature, with a predominant objective of compensation rather than punishment. The High Court observed that such disputes are essentially private in nature and that the State is neither a necessary nor a proper party in such proceedings.

The High Court issued directions that all trial courts must, immediately upon service of notice/summons to the accused, refer cheque dishonour cases to mediation. Similarly, the sessions courts were directed to refer all pending appeals and revisions under the NI Act to mediation upon service of the notice/summons to the opposite party. The High Court clarified that parties are free to decline mediation before the mediator, and if mediation fails, proceedings shall resume without prejudice.

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Delhi High Court restrains Newslaundry from publishing disparaging content against TV Today Network

TV Today Network Limited v. Newslaundry Media Private Limited [2026 DHC 2339 (DB)]

The Delhi High Court allowed an appeal filed by the Appellant, TV Today Network Ltd., and directed the Respondent, Newslaundry Media Pvt. Ltd., to remove certain content found to be *prima facie* disparaging towards the Appellant's news channels, including Aaj Tak and India Today. The Appellant sought removal of the impugned content and interim protection against further dissemination.

The dispute arose from videos and publications in which the Respondent used expressions such as "shit reporters" and similar derogatory remarks while criticising the Appellant's journalistic content. The Appellant contended that such statements went beyond permissible criticism and amounted to commercial disparagement and defamation.

The Division Bench examined whether the impugned content constituted fair comment or crossed into actionable disparagement or constituted actionable defamation. It observed that while criticism of media entities is permissible, the use of abusive and derogatory

language does not qualify as fair comment. The Court noted that the language used was abusive and not in the nature of constructive criticism.

The Court held that there was no legitimate defence available to justify the use of such language under the guise of journalistic critique. It emphasised that the right to freedom of speech and expression does not extend to content that is abusive or intended to demean rather than inform or critique.

Accordingly, the Court directed the Respondent to remove the identified content from its platforms and granted interim relief in favour of the Appellant, restraining further publication of similar material pending adjudication.

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Delhi High Court holds that possession of property linked to proceeds of crime can justify attachment under PMLA irrespective of date of acquisition

Directorate of Enforcement v. M/s Mahanivesh Oils & Foods Pvt. Ltd., [2026 DHC 2147 (DB)]

The Delhi High Court considered an appeal filed by the Appellant, Directorate of Enforcement, against orders which had set aside attachment of properties under the Prevention of Money Laundering Act, 2002 (“PMLA”). The dispute arose in the context of attachment of properties alleged to be connected with proceeds of crime. The Respondents contended that the properties had been acquired prior to the enactment of the PMLA and therefore, fell outside the scope of attachment under the statute.

The Appellant argued that the offence of money laundering under the PMLA is a continuing offence and that the relevant consideration is whether the property constitutes or is derived from proceeds of crime and continues to be held or possessed. It was submitted that the date of acquisition is not determinative if the property remains tainted and is in continued to be retained after the PMLA came into force.

The High Court examined the scope of attachment under the PMLA and the nature of the offence of money laundering. It held that possession and enjoyment of property derived from proceeds of crime constitute a continuing activity, and therefore attachment under the PMLA is not barred merely because the property was acquired prior to the enactment of the statute.

On the facts, the Court found that the relevant properties were alleged to be linked to proceeds of crime and continued to remain in possession of the Respondent. It held that the prior acquisition of the property does not, by itself, bar attachment under the PMLA.

Accordingly, the Court set aside the contrary findings and upheld the Appellant's authority to proceed with attachment in accordance with law.

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Supreme Court upholds continuation of proceedings post-retirement of employee

Virinder Pal Singh v. Punjab and Sind Bank & Ors. [2026 INSC 266]

The Appellant, Virinder Pal Singh, challenged the continuation of disciplinary proceedings initiated by the Respondent, Punjab and Sind Bank, after his retirement from service. It was contended that such proceedings could not be sustained once the employment relationship had ceased.

The Respondent relied on its service regulations, which expressly permitted continuation of disciplinary proceedings even after retirement, particularly where misconduct had been alleged during the period of service. It was contended that such provisions are necessary to ensure accountability and prevent employees from avoiding consequences of misconduct by retiring.

The Supreme Court examined the applicable service rules and held that where the governing regulations expressly provide for continuation of disciplinary proceedings post-retirement, such proceedings are legally valid. The Court observed that retirement does not extinguish the employer's right to proceed against an employee for misconduct committed during service, particularly where statutory or contractual provisions permit such continuation.

The Court upheld the continuation of proceedings and rejected the challenge, affirming that disciplinary jurisdiction can survive retirement and further noted that such provisions are necessary to ensure accountability and prevent employees from evading consequences by retiring before conclusion of proceedings.

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Pension Cannot Be Denied Due to Employer's Record-Keeping Failures: Bombay High Court

[Kiran Rajaram Jadhav v. The Employees Provident Fund Organisation (EPFO) & Anr. 2026:BHC-AS:14389]

The Bombay High Court has held that an employee cannot be deprived of pension benefits merely because the employer failed to maintain or produce statutory records required for verification. The Bench allowed a writ petition filed by a retired pharmacist challenging rejection of his claim for pension on higher wages under the Employees' Pension Scheme,

1995. The Court held that technical lapses in records cannot defeat genuine pension claims, as pension is a welfare measure meant to ensure post-retirement security and must be interpreted to advance its purpose and that an employee has a very limited role.

The petitioner, who worked for around 37 years with Haffkine Bio-Pharmaceutical Corporation Limited applied for higher pension through the Employees Provident Fund Organisation (EPFO), following the Supreme Court's directions permitting eligible employees to opt for pension on actual wages. His application was rejected by EPFO due to absence of Form 6A and some monthly challans. The petitioner approached the High Court contending that maintenance of such statutory records was employer's responsibility and he shall not be penalised for their absence.

The High Court found the EPFO's approach to be unduly rigid and legally unsustainable, observing that Form 6A is a statutory record maintained by the employer and an employee ordinarily has no access or control over such documents. It was noted that the petitioner has placed sufficient proof on record establishing he was continuously in service, that deductions were made from his wages towards provident fund, and that his membership with EPFO was active throughout. Once these foundational facts are shown, the authority was required to consider the claim in a reasonable and practical manner. Therefore, the order passed by EPFO was quashed and set aside, and EPFO was directed to reconsider petitioner's application taking into account all available material on record. It was further noted that EPFO is at liberty to call for any further information or clarification from the employer.

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Supreme Court rules that a confirmed auction sale is not immune from judicial scrutiny with respect to its valuation

[Om Sakthi Sekar v. V. Sukumar & Ors., Civil Appeal no.3362 of 2026]

In the present case, the Appellant (auction purchaser) has challenged the judgment of the Madras High Court, wherein the High Court, despite upholding the validity of the auction sale conducted by the Debt Recovery Tribunal (DRT), remitted the matter to the DRT for reconsideration of the valuation of the auctioned properties.

The dispute arose from recovery proceedings initiated by a bank under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993. Upon default by the borrower and guarantors, a recovery certificate was issued, followed by attachment and auction of secured properties. The auction was conducted in which the Appellant emerged as the highest bidder and subsequently deposited the entire sale consideration. The sale was confirmed by the DRT and a sale certificate was issued and registered in favour of the Appellant.

The guarantors challenged the recovery proceedings before the Debts Recovery Appellate Tribunal (DRAT), which upheld the auction. Subsequently, in a writ petition, the High Court affirmed the validity of the auction but remitted the matter to the DRT on the limited issue of valuation, observing that if the properties had been sold at a lower value, appropriate directions could be issued.

Aggrieved by the said order of the High Court, the Appellant approached the Supreme Court, contending that once the sale was confirmed, the process ought not to be reopened.

The Supreme Court observed that while confirmed auction sales and the rights of bona fide purchasers are ordinarily protected, such protection is not absolute, and where credible issues arise regarding adequacy of valuation or fairness in fixation of reserve price, courts are empowered to exercise supervisory jurisdiction to ensure that the recovery process secures the best possible value of the asset. The objective of such proceedings is not merely the completion of the sale but the maximisation of value in a fair and transparent manner, balancing the interests of both creditor and borrower.

Accordingly, the Supreme Court dismissed the appeal and upheld the High Court's direction remitting the matter to the DRT for reconsideration of valuation.

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Madras High Court Affirms Jurisdiction of MSME Facilitation Council Over Service Contracts

Chennai Petroleum Corporation Ltd. v. Micro and Small Enterprises Facilitation Council & Anr. in CRP. 3446 of 2025 - Madras High Court

The Madras High Court examined a challenge brought by Chennai Petroleum Corporation Ltd. (Petitioner) against proceedings initiated before the Micro and Small Enterprises Facilitation Council under the Micro, Small and Medium Enterprises Development Act, 2006 (MSME Act). The dispute arose from a claim filed by a contractor seeking recovery of amounts allegedly due for civil works executed at the Petitioner's project site.

The Petitioner contended that the underlying agreement was a works contract and not a contract for supply of goods or services, and therefore disputes arising from such a contract would fall outside the scope of the MSME Act. On this basis, the Petitioner challenged the jurisdiction of the MSE Facilitation Council through an application under Section 16 of the Arbitration and Conciliation Act, 1996.

The Court rejected this contention and held that the MSME Act permits recovery of amounts due not only for goods supplied but also for services rendered by a registered micro or small enterprise. The Court observed that execution of works under the contract

constituted rendering of services, and therefore the claim was maintainable before the MSE Facilitation Council under Section 18 of the MSME Act.

Emphasizing the beneficial nature of the MSME Act, the Court further noted that the statutory scheme is intended to provide micro and small enterprises with a less cumbersome and expedited mechanism for recovery of dues. Interpreting the provisions purposively, the Court held that disputes relating to services rendered under contractual arrangements fall squarely within the jurisdiction of the MSE Facilitation Council.

Accordingly, the Court dismissed the revision petition and upheld the order of the MSE Facilitation Council, allowing the arbitral proceedings to continue.

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Telangana High Court observes that mere mentioning of ‘market value’ as ‘consideration’ does not imply that there is a consideration in executing a document of partition

Sri Salguti Vishnuvardhan Reddy & Ors. v. State of Telangana & Ors., W.P. No. 36821 of 2026]

The Petitioners (co-owners of immovable property situated at Mahabubnagar) executed a partition deed dated 31.10.2025 to divide jointly held property and presented the partition deed for registration after paying stamp duty of ₹12,98,850 and registration fee of ₹1,00,000, treating it as a partition under Article 40 of Schedule I-A of the Indian Stamp Act, 1899 (the Act”).

In the schedule to the partition deed, the Petitioners inadvertently used the word “consideration” instead of “market value.” Based on this wording, the Respondent Authorities (Stamps and Registration Department) issued a notice dated 06.11.2025 demanding a deficit stamp duty of Rs. 95,40,650 by treating the instrument as a conveyance under Article 20(c) of Schedule I-A of the Act.

The Petitioners submitted a reply clarifying that no monetary consideration had passed between the co-owners and that the usage of the term “consideration” was merely a clerical error. However, the authorities did not release the document, prompting the Petitioners to approach the Telangana High Court.

The issue before the High Court was whether a partition deed could be reclassified as a conveyance and subjected to higher stamp duty merely because the term “consideration” was used instead of “market value,” in the absence of any actual transfer of consideration between co-owners under the Act.

The High Court observed that there was no dispute regarding the joint ownership of the Petitioners and no material on record to demonstrate any actual payment of consideration for effecting the partition. In such circumstances, the authorities could not presume the existence of consideration solely based on the terminology used in the document.

The High Court held that mere mention of the word “consideration” in place of “market value” does not, by itself, establish that consideration has actually passed between the parties so as to convert a partition deed into a conveyance.

Accordingly, the impugned notice demanding a deficit stamp duty was set aside, and the registering authorities were directed to register and release the partition deed without insisting on payment of additional stamp duty, registration fee, or proof of TDS remittance, subject to any other valid legal objections.

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Supreme Court Clarifies Liability of Sureties When Creditor Alters Terms of Loan Without Consent

Bhagyalaxmi Co-operative Bank Ltd. v. Babaldas Amtharam Patel (D) through LRs & Ors.in Civil Appeal No. 3200 of 2016 - Supreme Court

The Supreme Court of India allowed the appeal filed by Bhagyalaxmi Co-operative Bank Ltd. (Appellant) and examined the extent of liability of sureties where the creditor permits the borrower to operate beyond the originally sanctioned loan limit. The dispute arose after the borrower withdrew amounts exceeding the sanctioned credit facility while the guarantors contended that such conduct discharged them from liability.

The Court analyzed the scheme of Sections 133 and 139 of the Indian Contract Act, 1872 dealing with variance in contract and discharge of surety. It held that a surety is discharged only to the extent that the creditor, without the surety’s consent, alters the terms of the contract or prejudices the surety’s position. The Court clarified that liability of sureties cannot automatically be extinguished merely because the creditor permitted excess withdrawals beyond the sanctioned amount.

Reversing the judgment of the Gujarat High Court, the Apex Court observed that the Gujarat State Co-operative Tribunal had correctly limited the liability of the sureties to the originally sanctioned loan amount rather than the excess withdrawals. The Apex Court emphasized that the statutory provisions do not mandate an “all or nothing” approach to surety liability and permit proportional liability where circumstances justify such interpretation.

Accordingly, the Court clarified the principles governing discharge of sureties where there has been variation in contractual terms between creditor and principal debtor.

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Supreme Court examines scope of obligations of development authority in land allotment dispute

Chennai Metropolitan Development Authority v. Dharmalingam [2026 INSC 269]

The Supreme Court considered an appeal filed by the Appellant, Chennai Metropolitan Development Authority, challenging the grant of relief in favour of the Respondent in a dispute concerning land allotment and development. The dispute arose from actions taken by the Appellant in relation to land acquisition and development under the Tamil Nadu Town and Country Planning Act, 1971 (“the Planning Act”). The Respondents, being landowners, had questioned the legality of the acquisition by the Appellant authority on grounds relating to procedural compliance and entitlement.

The Appellant contended that the acquisition had been carried out in accordance with the provisions of the Planning Act, and that all statutory requirements had been duly complied with. It was further submitted that the acquisition had attained finality and that the Respondent had participated in the process without raising timely objections. The Respondents, on the other hand, raised objections to the validity of the process and sought to challenge the acquisition at a later stage.

The Supreme Court examined the scope of judicial review in matters concerning land acquisition undertaken by statutory development authorities (such as the Appellant). The Court held that while development authorities exercise powers within the bounds of the governing statute (under the Planning Act), such powers must be exercised in a fair, consistent and non-arbitrary manner, particularly where they affect property rights or legitimate expectations.

At the same time, the Court emphasised that once acquisition proceedings have been completed in accordance with law, courts ought to exercise restraint in interfering with such actions, particularly where the challenge is raised belatedly. It observed that permitting delayed challenges would undermine the certainty and finality required in public development projects.

On the facts, the Court noted that the Respondents had participated in the acquisition process and that no substantial procedural illegality was established. It held that the challenge could not be sustained at a belated stage. The appeal was accordingly allowed and the interference with the acquisition proceedings was set aside.

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NCLAT Holds Resolution Plan Does Not Automatically Extinguish Secured Claims Not Addressed in Corporate Insolvency Resolution Process

Mangalam Global Enterprise Ltd. v. Catalyst Trusteeship Ltd. & Ors. in Company Appeal (AT) (Insolvency) No. 114 of 2025 - NCLAT

The National Company Law Appellate Tribunal (NCLAT), passed a judgment on whether a successful resolution applicant could claim release of a fixed deposit belonging to the corporate debtor after approval of the resolution plan.

Mangalam Global Enterprise Ltd (Appellant), sought liquidation of a fixed deposit of INR 42 Lakh lying with a bank and requested that the amount be transferred to it on the ground that all prior claims stood extinguished upon approval of the resolution plan. The Respondent opposed the request, asserting that the fixed deposit had been created as security for debentures issued by the corporate debtor.

The NCLAT observed that the resolution plan cannot extinguish rights of secured creditors unless their claims have been duly addressed within the insolvency resolution process. It held that merely because a resolution plan has been approved does not automatically extinguish all third-party security interests unless such extinguishment forms part of the plan approved by the Committee of Creditors.

The NCLAT therefore upheld the National Company Law Tribunal's decision refusing to direct liquidation of the fixed deposit and clarified that security interests surviving outside the resolution plan cannot be unilaterally appropriated by the successful resolution applicant.

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NCLAT Upholds Finding of Fraudulent Trading Against Suspended Directors Under Section 66

Rakshit Dhirajlal Doshi & Anr. v. Chirag Shah (Liquidator) in Company Appeal (AT) (Insolvency) No. 1855 of 2025 - NCLAT

The National Company Law Appellate Tribunal (NCLAT) addressed whether payments made by directors during the Corporate Insolvency Resolution Process (CIRP) constituted fraudulent trading under Section 66 of the Insolvency and Bankruptcy Code, 2016 (IBC).

Following commencement of CIRP, a transaction audit identified payments made to the suspended directors described as managerial remuneration. The Resolution Professional filed an application alleging that the payments amounting to approximately INR 26.42 Lakh were wrongful transactions designed to defraud creditors.

The suspended directors argued that the payments represented legitimate remuneration and were not intended to defraud creditors. However, the National Company Law Tribunal (NCLT) found that the withdrawals occurred during the financial distress of the corporate debtor and were inconsistent with the obligations imposed upon management during insolvency proceedings.

Upholding NCLT's order, the NCLAT held that the transactions satisfied the statutory conditions for wrongful trading under Section 66 of the IBC. The NCLAT further directed the directors to refund the amounts withdrawn to the account of the corporate debtor.

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Supreme Court Reaffirms Primacy of Committee of Creditors' Commercial Wisdom in Insolvency Resolution

Torrent Power Ltd. v. Ashish Arjankumar Rathi & Ors. in Civil Appeal No. 11746-11747 of 2024 - Supreme Court

The Supreme Court of India addressed challenges brought by unsuccessful resolution applicants against the approval of a resolution plan for SKS Power Generation Chhattisgarh Limited during the Corporate Insolvency Resolution Process.

Torrent Power Ltd. (Appellants) contended that the resolution process was flawed and sought reconsideration of their competing plans after the Committee of Creditors (CoC) had approved another resolution plan with a 100% vote share.

The Apex Court reiterated that the Insolvency and Bankruptcy Code embody a creditor-driven model in which the commercial wisdom of the CoC plays a central role. It emphasized that decisions relating to valuation, viability of resolution plans, and acceptable haircuts are inherently commercial in nature and lie within the exclusive domain of the CoC.

The Court clarified that the jurisdiction of the National Company Law Tribunal and National Company Law Appellate Tribunal is limited to ensuring compliance with statutory provisions and procedural fairness. Judicial authorities cannot substitute their commercial assessment for that of the CoC.

Accordingly, the Court dismissed the appeals and upheld the resolution plan approved by the CoC.

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Supreme Court held that a valuation report is not mandatory for the reduction of share capital under Section 66 of the Companies Act, 2013

[Pannalal Bhansali v. Bharti Telecom Ltd. & Ors., Civil Appeal No. 7655 of 2025 & connected matters]

In the present case, the Appellants (minority shareholders of Bharti Telecom Limited) challenged a scheme of reduction of share capital undertaken by the Respondent Company (Bharti Telecom Ltd.) under Section 66 of the Companies Act, 2013 (Companies Act). The Respondent Company resolved to cancel 28,457,840 equity shares held by identified minority shareholders and compensate them monetarily as part of the capital reduction exercise.

The reduction was approved by a special resolution passed by more than 99.90% of the shareholders. The Respondent Company had obtained a valuation report from an external valuation agency, which assessed the value of each share at ₹163.25, and a fairness report from another independent financial entity supported the valuation.

When the scheme was placed before the National Company Law Tribunal (NCLT) for approval; NCLT modified the payout and directed that minority shareholders be paid ₹196.80 per share instead of ₹163.25. The scheme of capital reduction was thereafter confirmed by the NCLT.

Certain minority shareholders challenged the decision before the National Company Law Appellate Tribunal (NCLAT), alleging that the valuation was unfair, that the valuation report had not been circulated to shareholders along with the meeting notice, and that the process was designed to force them out of the Respondent Company. The NCLAT rejected the challenge and upheld the capital reduction. Aggrieved thereby, the Appellants approached the Supreme Court.

The issue before the Supreme Court was whether a company undertaking a reduction of share capital under Section 66 of the Companies Act, is required to obtain and circulate a valuation report to shareholders, and whether the process adopted by Respondent Company for reducing the shareholding of certain minority shareholders was legally valid.

The Supreme Court dismissed the appeals and upheld the reduction of share capital. The Court held that Section 66 of the Companies Act permits reduction of share capital through a special resolution of shareholders and confirmation by the Tribunal, and the provision does not require a valuation report from a registered valuer. Consequently, the absence of a valuation report in the notice convening the shareholders' meeting did not vitiate the process.

The Court further held that the valuation of shares undertaken during capital reduction should ordinarily not be interfered with unless it is demonstrated that the valuation is manifestly erroneous, biased or illegal. In the present case, the valuation exercise had been conducted by an external agency and supported by a fairness report, and the NCLT had independently examined and modified the valuation before approving the scheme.

Accordingly, the appeals filed by the minority shareholders were dismissed.

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Delhi High Court examines “accord and satisfaction” in insurance dispute

Supermint Exports Pvt. Ltd. v. New India Assurance Co. Ltd. [2026 DHC 2146 (DB)]

The Appellant, Supermint Exports Pvt. Ltd., preferred an appeal before the Delhi High Court seeking to reopen a settlement entered into with the Respondent, New India Assurance Co. Ltd., in relation to an insurance claim. The Respondent relied on a discharge voucher executed by the Appellant, asserting that the claim had been settled in full and final satisfaction. The dispute arose after the Appellant accepted a settlement amount and subsequently sought to challenge the same.

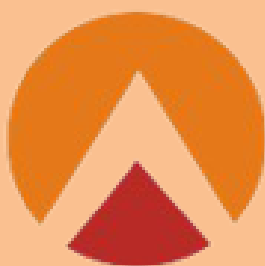
The Appellant contended that the settlement had been accepted under financial pressure and therefore should not be treated as binding. It was argued that the acceptance was not voluntary in a commercial and legal sense. The Respondent submitted that the settlement constituted a concluded agreement and that the Appellant, having accepted the amount, was estopped from reopening the claim.

The Court examined the doctrine of accord and satisfaction and held that once a settlement is voluntarily accepted and acted upon, it attains finality and cannot be reopened merely on the ground of financial difficulty. The Court clarified that such settlements can be set aside only where vitiated by fraud, coercion or misrepresentation. It observed that financial pressure, in the absence of any element of compulsion attributable to the insurer, is insufficient to invalidate a discharge voucher.

In the facts of the case, the Court found no material to establish that the discharge voucher was obtained by fraud, coercion or undue influence. The appeal was accordingly dismissed.

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