



ALBA LAW
OFFICES

Newsletter

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MONTHLY ROUND-UP

(1) Ministry of Labour & Employment directs all online aggregators to complete onboarding on the e-Shram Portal by 21st June 2026 (Notification No. U-11019/13/2026-GPW, dated 1st June 2026, by Ministry of Labour & Employment)

The Ministry of Labour & Employment has directed all online aggregators engaging gig and platform workers to complete their onboarding on the eShram portal and integrate their systems through the prescribed Application Programming Interface (API) framework. The direction follows the notification of the Social Security (Rules), 2026 under the Code on Social Security, 2020 (Code), which mandates aggregators to electronically share details of gig and platform workers engaged through them on the designated Central Government portal.

The Ministry noted that the Code formally recognises gig and platform workers and envisages the extension of social security benefits to such workers through schemes framed by the Central Government. To facilitate implementation of this framework, the e-Shram portal has been designated as the central platform for registration of workers and collection of relevant employment-related information.

The advisory requires aggregators operating in sectors such as ride-sharing, food and grocery delivery, logistics, e-commerce, healthcare, professional services, travel and hospitality, and other platform-based services to register themselves on the eShram portal and complete API integration. Aggregators are also expected to facilitate registration of platform workers, link workers' Universal Account Numbers (UANs), periodically upload engagement and payment-related information, and update details regarding workers joining or exiting the platform. As of the date of the directive, 15 aggregators including Zomato, Blinkit, Swiggy, Uber, Ola, Rapido, Amazon, Zepto, Urban Company, and Porter are already in the process of onboarding or have been onboarded.

The Ministry has further prescribed a structured onboarding mechanism through a dedicated aggregator module on the eShram portal, requiring submission of organisational details, authorised signatory information, platform particulars and worker-related data. Upon verification and authentication, aggregators will be granted access credentials for integration and compliance purposes.

Emphasising the statutory nature of the obligation, the Ministry has directed aggregators to complete onboarding and API integration by 21st June 2026, warning that non-compliance may attract consequences under the Code.

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(2) Bombay High Court holds that single-letter alteration of pharmaceutical trademark amounts to deceptive similarity (Blue Cross Laboratories Private Limited v. Alto Healthcare Private Limited & Anr. (2026:BHC-OS:13429))

The Bombay High Court considered a commercial intellectual property suit filed by Blue Cross Laboratories Private Limited ("Plaintiff") against Alto Healthcare Private Limited and another ("Defendants"), seeking permanent injunction against infringement of its registered trademarks "MEFTAL" and "MEFTAL-SPAS", infringement of copyright subsisting in the artwork appearing on its product packaging, and passing off. The dispute arose from the Defendants' use of the mark "MEFIAL-SPAS" in relation to analgesic and antispasmodic pharmaceutical preparations, together with packaging and artistic features alleged to be substantially similar to those used by the Plaintiff for its well-known "MEFTAL-SPAS" products.

The Plaintiff contended that it had adopted and used the marks "MEFTAL" and "MEFTAL-SPAS" since 1981 and 1982 respectively and was the registered proprietor of both marks. It was further submitted that the Defendants had merely substituted the letter "T" in "MEFTAL-SPAS" with the letter "I" to create "MEFIAL-SPAS", while simultaneously copying the Plaintiff's packaging, colour scheme, artistic work and overall trade dress. The Plaintiff argued that the adoption was dishonest and intended to ride upon the goodwill associated with its products.

The Court observed that the Defendants had copied the entirety of the Plaintiff's mark except for a single letter and had also adopted packaging and trade dress bearing striking visual similarities to the Plaintiff's products. It held that the rival marks were visually, phonetically and structurally similar and were likely to cause confusion amongst consumers and members of the trade, particularly given that the products concerned pharmaceutical preparations. The Court further found that the Defendants had copied substantial features of the Plaintiff's artistic work and packaging and that the adoption of the impugned mark was dishonest.

Accordingly, the Court decreed the suit and granted a permanent injunction restraining the Defendants from using the mark "MEFIAL-SPAS" or any deceptively similar mark, from infringing the Plaintiff's copyright and trade dress rights, and from passing off their goods as those of the Plaintiff. The Court also awarded costs in favour of the Plaintiff.

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(3) Delhi High Court cancels registration of the mark 'D-TAN', holds it descriptive and non-distinctive (Honasa Consumer Ltd. v. Visage Beauty and Health Care Pvt. Ltd. & Anr. (2026:LLBiz HC (DEL):629))

The Delhi High Court considered a rectification petition filed by Honasa Consumer Ltd. ("Petitioner"), proprietor of the AQUALOGICA range of skincare products, seeking cancellation of the trademark registration for the mark "D-TAN" in Class 3 standing in the name of Visage Beauty and Health Care Pvt. Ltd. ("Respondent No. 1"). The dispute arose after Respondent No. 1 issued a cease-and-desist notice alleging infringement by the Petitioner's use of the expression "DETAN" in relation to skincare products marketed under its AQUALOGICA brand.

The Petitioner contended that "D-TAN" is a descriptive expression commonly used in the skincare and cosmetics industry to denote products intended to remove tanning from the skin. It was argued that the expression directly described the intended purpose of the goods and therefore lacked inherent distinctiveness. The Petitioner further relied on widespread use of the expression and similar variants across the industry to contend that the mark ought never to have been registered.

Respondent No. 1 submitted that "D-TAN" was a coined mark adopted in 2009 and had acquired substantial goodwill and reputation through long and continuous use. It was contended that the mark had become exclusively associated with Respondent No. 1's products and had acquired distinctiveness through extensive use and promotion.

The Court examined the mark in light of the absolute grounds for refusal under Section 9(1)(b) of the Trade Marks Act, 1999 ("the Act"). It held that "D-TAN" directly described the intended purpose of the goods, namely removal of tanning from the skin, and was therefore descriptive in nature. The Court further found that the material on record demonstrated widespread descriptive use of the expression within the skincare industry and that Respondent No. 1 had failed to establish that the mark had acquired distinctiveness sufficient to function as a source identifier.

Accordingly, the Court allowed the rectification petition and directed cancellation of the registration for the mark "D-TAN" in Class 3 and its removal from the Register of Trade Marks.

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(4) Bombay High Court holds that well-known trademark list is amenable to rectification proceedings (Raman Kwatra v. Registrar of Trade Marks & Anr. (2026:BHC-OS:13306))

The Bombay High Court considered a commercial miscellaneous petition filed by Raman Kwatra ("Petitioner") against the Registrar of Trade Marks ("Respondent No. 1") and KEI Industries Limited, proprietor of the impugned "KEI" trademarks and device marks ("Respondent No. 2"), seeking removal of those marks from the Register of Trade Marks and challenging their inclusion in the list of well-known trademarks maintained by the Trade Marks Registry.

The petition arose from trademark infringement and passing off proceedings pending between the Petitioner and Respondent No. 2 before the Delhi High Court. During the pendency of those proceedings, the impugned marks were declared well-known by Respondent No. 1 and included in the list of well-known trademarks.

Respondent No. 1 and Respondent No. 2 raised preliminary objections to the maintainability of the petition. It was contended that recognition of a trademark as well-known under Section 11 of the Trade Marks Act, 1999 ("the Act") and Rule 124 of the Trade Marks Rules, 2017 could not be challenged through rectification proceedings under Sections 57 and 125 of the Act. It was further argued that the Delhi High Court constituted the more appropriate forum since the underlying infringement proceedings between the parties were already pending there.

The Court examined the statutory framework governing rectification and well-known trademarks and rejected the contention that inclusion in the list of well-known trademarks is immune from challenge. The Court held that recognition of a trademark as well-known confers significant statutory rights and consequences and cannot be placed beyond judicial scrutiny. However, the Court also considered the doctrine of forum conveniens and the risk of parallel proceedings resulting in conflicting findings.

On the facts, the Court noted that an infringement suit involving the same parties and the same trademarks was already pending before the Delhi High Court and that substantial overlap existed between the issues raised in the two proceedings. The Court therefore held that the Delhi High Court was the more appropriate forum to consider the challenge. Accordingly, while recognising that a declaration of a trademark as well-known is amenable to challenge, the Court declined to entertain the petition and returned it to the Petitioner for presentation before the Delhi High Court, which was already seized of the connected disputes concerning the same marks.

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(5) Bombay High Court holds Rule 45 deadline for filing evidence in support of trademark opposition is directory, not mandatory (Black Diamond Motors Pvt. Ltd. v. Registrar of Trade Marks & Anr. (Commercial Miscellaneous Petition No. 23 of 2026))

The Bombay High Court considered a statutory appeal filed by Black Diamond Motors Pvt. Ltd. ("Petitioner"), challenging an order passed by the Registrar of Trade Marks ("Respondent No. 1") permitting Black Diamond Track Parts Pvt. Ltd. ("Respondent No. 2") to place an affidavit of evidence on record in pending rectification proceedings despite a delay of more than three years. The dispute arose from competing claims over the use of the name "Black Diamond" and a rectification application filed by Respondent No. 2 seeking cancellation of the Petitioner's registration for the mark "Black Diamond Motors Pvt. Ltd." in Class 12. Respondent No. 2 had filed supporting documents within the prescribed period but sought leave to file its affidavit of evidence at a substantially later stage.

The Petitioner contended that Rule 45 of the Trade Marks Rules, 2017 mandates filing of evidence in support of a rectification application within two months of receipt of the counterstatement and that failure to comply results in abandonment of the proceedings. Reliance was placed on decisions of the Delhi High Court holding the timeline to be mandatory and incapable of extension. It was further argued that the Registrar lacked jurisdiction to condone the delay under Section 131 of the Trade Marks Act, 1999.

Respondent No. 2 submitted that the timeline under Rule 45 is procedural and directory in nature. It was argued that the scheme of Rules 45 to 48 expressly contemplates admission of additional evidence at later stages and confers discretion upon the Registrar to permit such evidence where necessary for proper adjudication. Respondent No. 2 further contended that Section 131 empowers the Registrar to extend timelines prescribed under the Rules even after their expiry.

The Court examined the scheme of the Trade Marks Act, 1999 and the Trade Marks Rules, 2017 and held that Rule 45 forms part of a procedural framework governing the filing of evidence and does not create an inflexible limitation period

The Court observed that Rule 48 expressly empowers the Registrar to permit additional evidence at any stage and that a contrary interpretation would lead to anomalous results. It further held that timelines prescribed under the Rules do not constitute timelines “expressly provided” in the Act and therefore remain capable of extension under Section 131.

Accordingly, the Court upheld the Registrar's order permitting Respondent No. 2 to place its affidavit of evidence on record and dismissed the appeal. In doing so, the Court disagreed with the view adopted by the Delhi High Court in Sun Pharma Laboratories Ltd. v. Dabur India Ltd. and Mahesh Gupta v. Registrar of Trade Marks, holding that the Rule 45 timeline is directory rather than mandatory.

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(6) Delhi High Court restrains use of "GODFATHER" mark for whisky; protects prior rights across allied alcoholic beverages (Devans Modern Breweries Limited v. Cartel Bros Private Limited & Anr. [2026:DHC:5156])

The Delhi High Court considered a commercial suit filed by Devans Modern Breweries Limited ("Plaintiff"), seeking interim injunction against Cartel Bros Private Limited and another ("Defendants") for infringement of its registered trademark "GODFATHER", passing off and allied reliefs. The dispute arose after the Defendants announced the proposed launch of whisky under the mark "GODFATHER" and applied for registration of marks incorporating the same expression in Class 33, despite the Plaintiff's long-standing registrations and use of "GODFATHER" in relation to beer and other alcoholic beverages.

The Plaintiff contended that it had continuously used the mark "GODFATHER" since 1984 and owned several trademark registrations in Classes 32 and 33 covering beer and various alcoholic beverages, including rum and whisky. It was submitted that the mark had acquired substantial goodwill through extensive commercial use and that the Defendants had dishonestly adopted an identical mark on a proposed-to-be-used basis despite knowledge of the Plaintiff's prior rights. The Defendants opposed the injunction, disputing the Plaintiff's exclusivity over the mark in relation to whisky and other Class 33 products.

The Court observed that the Plaintiff had established long, continuous and extensive use of the mark "GODFATHER", supported by trademark registrations, sales figures and documentary evidence. It held that alcoholic beverages falling in Classes 32 and 33 are allied and cognate goods and that the Plaintiff had made out a strong prima facie case of prior adoption and reputation. The Court further noted that the Defendants' adoption of an identical mark, coupled with their explanation before the Trade Marks Registry, prima facie indicated dishonest adoption.

Accordingly, the Court granted an ad interim injunction restraining the Defendants from manufacturing, selling, advertising or dealing in alcoholic beverages under the mark "GODFATHER" or any deceptively similar mark pending disposal of the suit.

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(7) Supreme Court holds that the limitation under Section 34(3) of Arbitration and Conciliation Act, 1996 runs from the date of disposal of the application under Section 33 of Arbitration and Conciliation Act, 1996, irrespective of its maintainability (National Highway Authority of India v. T. Younis & Anr. (2026 INSC 616))

The Supreme Court, in this appeal arising out of a land acquisition dispute in Bellary District, set aside the judgment of the Karnataka High Court and restored the order of the Principal District and Sessions Judge, Bellary, which had condoned the delay in filing applications under Section 34 of the Arbitration and Conciliation Act, 1996 (Arbitration Act). The central question was whether the limitation period under Section 34(3) of the Arbitration Act commences from the date of the original arbitral award, or from the date on which an application filed under Section 33 of the Arbitration Act is disposed of by the arbitral tribunal.

The Karnataka High Court had held that since the appellant's application under Section 33(1)(a) of the Arbitration Act sought substantive modification of the award (by challenging the grant of additional market value and interest under the Land Acquisition Act, 1894) and did not merely correct clerical or computational errors, it was not maintainable, and therefore could not defer the commencement of limitation under Section 34(3) of the Arbitration Act.

Setting aside the High Court's judgment, the Supreme Court observed that Section 34(3) of the Arbitration Act does not condition the deferral of limitation on the maintainability of the application under Section 33 of the Arbitration Act. The Supreme Court noted that the provision does not distinguish between applications that are ultimately allowed or dismissed, nor does it stipulate that only applications subsequently found to be maintainable would extend the limitation period.

The Supreme Court held that once jurisdiction under Section 33 of the Arbitration Act is formally invoked and the proceedings are entertained by the arbitral tribunal, the parties cannot be compelled to file applications under Section 34 of the Arbitration Act simultaneously as a matter of abundant caution, as this would lead to multiplicity of proceedings.

However, the Supreme Court clarified that sham, frivolous, or mala fide applications under Section 33 of the Arbitration Act filed solely to defeat limitation may attract exemplary costs.

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(8) Supreme Court holds exclusive jurisdiction clause prevails over twin seat-venue choice ([Bhartia Infra Projects Limited v. M/s Vishwa Samudra Engineering Private Limited \(SLP \(C\) Nos. 19870-19871/2026\)](#))

The Supreme Court considered Special Leave Petitions filed by Bhartia Infra Projects Limited ("Petitioner"), challenging orders of the Telangana High Court appointing an arbitrator under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("the Act"). The dispute arose out of a construction contract executed between the Petitioner and M/s Vishwa Samudra Engineering Private Limited, a contractor engaged for infrastructure works in Arunachal Pradesh ("Respondent"). Following disputes under the contract, the Respondent invoked the arbitration clause and approached the Telangana High Court seeking appointment of an arbitrator. The arbitration clause designated Hyderabad or Guwahati as the seat and venue of arbitration while also providing that courts at Hyderabad would have exclusive jurisdiction over disputes arising from the agreement.

The Petitioner contended that the cause of action had substantially arisen in the North-East region and that the Gauhati High Court constituted the more appropriate forum. Reliance was placed upon the Supreme Court's decision in [Arif Azim Company Limited v. Micromax Informatics FZE](#) to argue that where multiple seats are contemplated, considerations relating to convenience of forum become relevant. The Respondent submitted that the parties had expressly agreed that courts at Hyderabad would exercise exclusive jurisdiction and that such contractual allocation of jurisdiction must be given effect. The Court examined the arbitration clause as a whole and reiterated the importance of party autonomy in interpreting arbitration agreements. It observed that while the clause contemplated Hyderabad or Guwahati as possible seats and venues, it unequivocally conferred exclusive jurisdiction upon courts at Hyderabad. The Court held that where parties have expressly agreed upon exclusive jurisdiction of a particular court, such contractual choice cannot be displaced merely on grounds of convenience.

On the facts, the Court held that the exclusive jurisdiction clause clearly vested supervisory jurisdiction in the Telangana High Court. Distinguishing the case of [Arif Azim](#), it dismissed the Special Leave Petitions and upheld the appointment of the arbitrator.

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(9) Kerala High Court rules that magistrate cannot refer proceeding under Section 14 of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 to mediation (The Authorized Officer, Axis Bank Ltd. V. Reji Paulose & Ors., WP(C) NO. 10326 OF 2026)

The Kerala High Court has held that proceedings initiated under Section 14 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) cannot be referred to mediation by the Chief Judicial Magistrate (CJM) or Additional CJM. The High Court observed that the function performed by the magistrate under Section 14 of the SARFAESI Act is purely ministerial in nature and does not involve any adjudicatory exercise warranting recourse to mediation.

In the present case, the Petitioner, a secured creditor, had approached the Additional CJM under Section 14 of the SARFAESI Act seeking assistance for taking physical possession of a secured asset after the borrowers committed default. Upon being satisfied that the statutory requirements had been complied with, the Magistrate passed an order directing possession of the secured asset to be taken with the assistance of an advocate commissioner. However, at a subsequent hearing, the magistrate referred the matter to mediation. Aggrieved by the referral order, the secured creditor approached the High Court challenging the same.

The Petitioner contended that the jurisdiction exercised by the Magistrate under Section 14 of the SARFAESI Act is confined to verifying compliance with statutory requirements and facilitating delivery of possession of the secured asset to the secured creditor. It was argued that the magistrate does not perform any quasi-judicial or adjudicatory function under the provision and, therefore, lacks authority to refer such proceedings to mediation.

Accepting the contention, the High Court observed that proceedings under Section 14 of the SARFAESI Act are intended to provide expeditious assistance to secured creditors in obtaining possession of secured assets. The High Court noted that the magistrate's role under the provision is ministerial, with no discretion to adjudicate disputes between the parties. Further, Section 14 of the SARFAESI Act prescribes strict timelines requiring the Magistrate to pass appropriate orders within the stipulated period, reflecting the legislative intent of ensuring speedy enforcement of security interests

Accordingly, the Court held that the order referring the parties to mediation was unsustainable in law. The impugned order was set aside and the Magistrate was directed to proceed with the application filed under Section 14 of the SARFAESI Act and pass appropriate orders in accordance with law.

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(10) Delhi High Court holds garnishee order cannot be issued in absence of crystallised liability owed to judgment debtor (NBCC India Limited v. GNC Infra LLP & Anr. (2026:DHC:4875))

The Delhi High Court considered a petition filed by the Petitioner, NBCC India Limited, challenging an order of the Commercial Court directing it to deposit ₹1.48 crore in a fixed deposit during the pendency of a recovery suit instituted by Respondent No. 1, GNC Infra LLP. The dispute arose from a construction project awarded by the Petitioner to Respondent No. 2, the main contractor engaged for execution of the project, which had subsequently subcontracted a portion of the work to Respondent No. 1. Following disputes between the subcontracting parties, Respondent No. 1 instituted recovery proceedings and sought directions restraining release of amounts allegedly payable by the Petitioner to Respondent No. 2.

The Petitioner contended that it had no contractual relationship with Respondent No. 1 and that no adjudication had established any liability either towards Respondent No. 1 or in favour of Respondent No. 2. It was argued that the Commercial Court could not compel deposit of funds in the absence of a determined or admitted debt. Respondent No. 1 submitted that amounts remained payable in connection with the project and that preservation of those funds was necessary to safeguard its claim pending adjudication.

The Court examined the principles governing garnishee proceedings and held that a garnishee order can be issued only where there exists a presently enforceable debt payable by the garnishee to the judgment debtor. It observed that a disputed, contingent or unascertained liability cannot form the basis of such an order. The Court further clarified that a statement expressing willingness to preserve funds pending adjudication cannot be treated as an admission of liability.

On the facts, the Court found that no determination had been made regarding any amount being due from the Petitioner to Respondent No. 2 and that the Commercial Court had directed deposit of the suit amount without first establishing the existence of an enforceable debt. The impugned order was accordingly set aside.

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(11) Supreme Court holds Section 5 of Limitation Act applies where special statute does not expressly exclude condonation of delay ([Jittu Yadav v. State of Chhattisgarh & Ors. \[2026 INSC 657\]](#))

The Supreme Court considered an appeal filed by Jittu Yadav ("Appellant"), challenging the dismissal of his statutory appeal against an externment order passed under the Chhattisgarh Rajya Suraksha Adhiniyam, 1990 ("the Adhiniyam"). The Appellant's appeal before the State Government had been rejected solely on the ground that it was filed beyond the thirty-day limitation period prescribed under Section 9 of the Adhiniyam, and the High Court had affirmed that view.

The Appellant contended that although Section 9 prescribed a limitation period, the statute neither excluded the applicability of Section 5 of the Limitation Act, 1963 nor prohibited condonation of delay. It was argued that, by virtue of Section 29(2) of the Limitation Act, the appellate authority retained jurisdiction to condone delay. The State submitted that the appeal had rightly been dismissed as time-barred and that the statutory scheme did not contemplate extension of the prescribed limitation period.

The Supreme Court examined the relationship between Section 29(2) of the Limitation Act and special statutes prescribing limitation periods. It reiterated that where a special statute prescribes a period of limitation but does not expressly or by necessary implication exclude Section 5 of the Limitation Act, the power to condone delay remains available. The Court held that the Adhiniyam contained no express exclusion of Section 5 and therefore the appellate authority had erred in treating the delay as incapable of condonation.

Accordingly, the Court set aside the orders of the appellate authority and the High Court and remanded the matter for fresh consideration of the Appellant's appeal, directing that the application for condonation of delay be decided on its own merits in accordance with law.

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(12) Supreme Court reiterates that continuous readiness and willingness is essential for grant of specific performance (Mohammed Khaleel (D) through LRs v. Jayamma [2026 INSC 651])

The Supreme Court considered an appeal filed by the legal representatives of Mohammed Khaleel ("Appellants"), challenging a judgment of the Karnataka High Court which had reversed the trial court's decree for specific performance in their favour. The dispute arose from an agreement to sell dated December 20, 1990, executed between the Appellants' predecessor and Jayamma ("Respondent"), in respect of an immovable property. Under the agreement, the Appellants' predecessor paid earnest money, received possession of the property and was handed over the original title documents, but the sale deed was never executed.

The Appellants contended that they had always been ready and willing to perform their obligations under the agreement and that the Respondent had failed to complete the transaction despite repeated demands. It was further submitted that the High Court had erroneously interfered with the trial court's findings by overlooking the evidence demonstrating continuous readiness and willingness on the part of the purchaser. The Respondent, on the other hand, disputed the enforceability of the agreement and supported the High Court's findings refusing specific performance.

The Supreme Court examined the requirements of Section 16(c) of the Specific Relief Act, 1963 and reiterated that a plaintiff seeking specific performance must establish continuous readiness and willingness to perform the contract from the date of the agreement until the decree. The Court observed that financial capacity must exist at the time performance falls due and continue throughout the proceedings. It held that the subsequent creation of Fixed Deposit Receipts several years after institution of the suit could not retrospectively establish readiness and willingness. The Court found no infirmity in the High Court's appreciation of the evidence.

On the facts, the Court held that the Appellants had failed to establish continuous readiness and willingness to perform their obligations under the agreement. It observed that the evidence did not demonstrate financial preparedness at the relevant point of time and that subsequent attempts to show financial capacity could not cure the deficiency.

Accordingly, the appeal was dismissed and the judgment of the Karnataka High Court refusing specific performance was affirmed.

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(13) Delhi High Court: Unregistered Family Settlement Creating Rights in Property Cannot Be Used to Challenge Subsequent Gift Deed (Deepak Kaushik v. Vinod Kaushik & Ors. (2026 DHC 5096))

The Delhi High Court upheld the rejection of a suit seeking to declare a gift deed void on the basis of an alleged family settlement. The dispute arose after the plaintiff challenged a gift deed executed by his mother in favour of his brother in respect of agricultural land, contending that the property had already become part of a family arrangement executed in 2009 and, therefore, could not have been exclusively gifted to one family member. The Trial Court had rejected the plaint under Order VII Rule 11 of the Code of Civil Procedure, 1908, holding that it disclosed no enforceable cause of action.

Relying upon various precedents, including *Kale v. Deputy Director of Consolidation*, the Court reiterated that an oral family settlement does not require registration and that a written memorandum merely recording a past settlement may also be exempt. However, where the document itself creates, declares, extinguishes, or redistributes rights in immovable property for the first time, registration becomes mandatory under the Registration Act, 1908. On a reading of the 2009 family settlement, the Court found that it was not merely recording a prior oral arrangement but was itself the instrument through which the parties agreed to divide and regulate their rights in various properties. Consequently, the document required compulsory registration and, being unregistered, was inadmissible for proving the rights asserted by the plaintiff.

The Court further observed that the suit property continued to stand exclusively in the mother's name and there was no material to show that it had acquired the character of joint family property. Since the plaintiff's entire challenge to the gift deed rested on the unregistered family settlement, no legally enforceable right in the property was disclosed. Accordingly, the High Court held that the mother remained competent to execute the gift deed in favour of her son and dismissed the appeal, affirming the Trial Court's order rejecting the suit.

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(14) Supreme Court reiterates that registered sale deeds carry a strong presumption of validity and cannot be disregarded on insignificant discrepancies (Sarafat Ali (Deceased) through LRs v. Deputy Director of Consolidation, Haridwar & Ors. [2026 INSC 652])

The Supreme Court considered an appeal filed by the Appellants, legal representatives of Sarafat Ali, challenging concurrent orders of the consolidation authorities and the High Court rejecting their claim to agricultural land under a registered sale deed dated June 4, 1957. The dispute arose during consolidation proceedings where the authorities refused to recognise the sale deed on the grounds that it violated Section 154 of the Uttar Pradesh Zamindari Abolition and Land Reforms Act, 1950 ("the Act") and that discrepancies in the evidence of an attesting witness rendered its execution doubtful.

The Appellants contended that the legality of the sale deed had to be examined with reference to the law prevailing on the date of its execution and that the subsequent amendments to the Act could not retrospectively invalidate a transaction that was otherwise valid. It was further submitted that a registered sale deed carries a statutory presumption of genuineness and that minor discrepancies concerning an attesting witness could not displace that presumption. The Respondents argued that the transfer contravened Section 154 and that the sale deed had not been duly proved.

The Court examined the legal distinction between void and voidable documents, the retrospective operation of statutory amendments and the evidentiary value of registered conveyances. It held that the amendments enlarging the consequences under Sections 166 and 167 of the Act were substantive and operated prospectively. The Court further reiterated that a registered sale deed carries a strong presumption of due execution and validity, and that consolidation authorities cannot disregard such a document on the basis of insignificant discrepancies or where the document is merely voidable and has not been set aside by a competent civil court.

On the facts, the Court held that the sale deed could not be treated as void, that the alleged discrepancy regarding the residence of the attesting witness was inconsequential, and that the concurrent findings of the authorities suffered from manifest error

Accordingly, the appeal was allowed, the impugned orders were set aside and directions were issued to record the Appellants' names in the revenue records.

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(15) Supreme Court holds that eligibility under Section 29A of the Insolvency and Bankruptcy Code, 2016, must be assessed on the date of submission of the resolution plan (*Cosmic CRF Limited v. Myotic Trading Private Limited & Ors.* (2026 INSC 608))

The Supreme Court, in these consolidated appeals under Section 62 of the Insolvency and Bankruptcy Code, 2016 (IBC) has set aside two orders of the National Company Law Appellate Tribunal (NCLAT) which had declared the appellant, Cosmic CRF Limited, ineligible to submit a Resolution Plan (RP) in the Corporate Insolvency Resolution Process (CIRP) of Amzen Transportation Industries Pvt. Ltd. under Sections 29A(c) and 29A(j) of the IBC.

The NCLAT had held that appellant ineligible principally on the ground that its Managing Director, Aditya Vikram Birla, was associated with Cosmic Ferro Alloys Ltd. (CFAL) when CFAL's account was classified as a Non-Performing Asset (NPA) in December 2016. The Supreme Court rejected this reasoning and further held that Aditya Vikram Birla held only a minuscule 0.09% shareholding in CFAL and was never a director or promoter thereof. Applying the principle of *Swiss Ribbons Private Limited v. Union of India*, (2019) 4 SCC 17, the Supreme Court observed that mere familial or fractional shareholding, without actual connection to the business activity of the resolution applicant, cannot attract disqualification under Section 29A(j) of the IBC

Supreme Court further held that Section 29A(c) of IBC expressly requires the existence of a Non-Performing Asset (NPA) related disqualification at the time of submission of the RP. Relying upon *ArcelorMittal India Private Limited v. Satish Kumar Gupta* (2019) 2 SCC, the Supreme Court observed that the provision operates in praesenti, i.e., at the present time, and the relevant inquiry is whether the resolution applicant or its connected person is associated with an NPA account on the date of submission of the RP. Since CFAL had already been resolved under an approved RP in 2018, its account had been upgraded from NPA status, its previous liabilities stood extinguished, and its management and ownership had vested in a new promoter group; no disqualification under Section 29A(c) of the IBC could survive against the appellant in 2024 when the RP was submitted

Accordingly, the appeals were allowed, both impugned orders were set aside, and the appellant was declared eligible to participate in the CIRP with its RP proceedings to be processed in accordance with law.

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(16) Kerala High Court Holds NCLT Cannot Refuse Additional Objections Merely Because IBC Contains No Express Provision (BPL Limited v. National Company Law Tribunal Kochi Bench(2026 LLBiz HC(KER) 98)

The Kerala High Court, in this matter, held that the National Company Law Tribunal ("NCLT") cannot refuse to entertain additional objections solely on the ground that the Insolvency and Bankruptcy Code, 2016 ("IBC") does not expressly provide for the same.

The Court considered whether the NCLT was justified in refusing to entertain additional objections and documents filed by a corporate debtor in a pending Section 7 IBC insolvency application. The petitioner-company had filed its initial objections within the 96-hour period granted by the NCLT but subsequently sought permission to place additional objections and supporting documents on record. The NCLT rejected this request on the ground that neither the IBC nor the NCLT Rules, 2016 ("NCLT Rules") contained any provision permitting such additional objections, though it allowed limited reliance on the additional documents upon payment of costs. The petitioner challenged this order before the Kerala High Court.

The High Court found the NCLT's reasoning to be legally unsustainable. It noted that Rule 55 of the NCLT Rules expressly permits the filing of pleadings subsequent to the reply with the leave of the Tribunal, while Rule 11 of the NCLT Rules preserves the NCLT's inherent powers to secure the ends of justice.

The High Court observed that procedural laws are intended to advance the cause of justice and not to defeat substantive rights on technical grounds. It was held that the absence of an express provision under the IBC does not denude the NCLT of its inherent powers to consider objections necessary for proper adjudication of disputes. Emphasising the principles of natural justice and fair hearing, the court clarified that adjudicatory authorities under the IBC are expected to adopt a pragmatic approach while dealing with procedural matters. Accordingly, the Court set aside the impugned order and directed the NCLT to consider the additional objections and documents filed by the petitioner while adjudicating the Section 7 application.

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(17) Bombay High Court holds moratorium under IBC does not bar grant of deemed conveyance under MOFA (Darshan Mandir Co-operative Housing Society Limited v. District Deputy Registrar & Ors. [Writ Petition No. 16318 of 2025])

The Bombay High Court considered a writ petition filed by Darshan Mandir Co-operative Housing Society Limited ("Petitioner"), challenging an order passed by the Competent Authority rejecting its application for deemed conveyance under Section 11 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA"). The application had been rejected on the ground that Corporate Insolvency Resolution Process ("CIRP") was pending against Vas Infrastructure Ltd. ("Respondent No. 4"), which had subsequently acquired title to the property, and that the moratorium under Section 14 of the Insolvency and Bankruptcy Code, 2016 ("IBC") barred consideration of the application. Mr. Ashok Kumar Golechha, the Interim Resolution Professional appointed for Respondent No. 4 ("Respondent No. 5"), opposed the Petition on the ground that the moratorium under the IBC prohibited grant of deemed conveyance during the subsistence of CIRP.

The Petitioner contended that the statutory obligation to convey the property under MOFA could not be defeated merely because insolvency proceedings had commenced against Respondent No. 4. It was argued that deemed conveyance does not create new rights but merely recognises and effectuates pre-existing rights of flat purchasers. Respondent No. 5 submitted that the moratorium under Section 14 of the IBC prohibited transfer of any property of the corporate debtor and that the Competent Authority lacked jurisdiction to grant deemed conveyance during the subsistence of CIRP.

The Court examined the interplay between MOFA and the IBC and held that proceedings for deemed conveyance are declaratory in nature and intended to enforce the statutory rights of flat purchasers. It observed that the promoter holds the property in a fiduciary capacity for the benefit of purchasers and that grant of deemed conveyance does not amount to recovery proceedings or transfer of assets belonging beneficially to the corporate debtor. Consequently, the moratorium under Section 14 of the IBC does not bar the Competent Authority from adjudicating an application under Section 11 of MOFA.

Accordingly, the Court set aside the impugned order and remanded the Petitioner's application to the Competent Authority for fresh consideration on merits in accordance with law, holding that pendency of CIRP cannot, by itself, constitute a ground to refuse adjudication of a deemed conveyance application.

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(18) CCPA imposes penalty of ₹5 lakhs on PhysicsWallah Limited for Dark Pattern Practices including basket sneaking, confirm shaming, and forced action (Central Consumer Protection Authority v. PhysicsWallah Limited (Case No. CCPA-2/94/2025-CCPA))

The Central Consumer Protection Authority (CCPA) passed an order in a suo-motu proceeding against PhysicsWallah Limited (PW), an ed-tech platform, holding it to have engaged in multiple dark pattern practices on its official website and phone application in violation of the Consumer Protection Act, 2019 (the Act), the Consumer Protection (E-Commerce) Rules, 2020, and the Guidelines for Prevention and Regulation of Dark Patterns, 2023 (Dark Pattern Guidelines).

The CCPA examined, inter alia, the deployment of a pre-selected donation option during the checkout process, whereby an additional donation amount was automatically included in the final payable amount unless the consumer actively deselected the option. CCPA observed that such a mechanism amounted to “Basket Sneaking”, as it introduced an additional financial charge through a pre-ticked option without obtaining the consumer's express and affirmative consent. CCPA further held that visibility of the donation amount or the ability of users to opt out did not cure the illegality arising from the absence of affirmative consent.

CCPA also found that the platform displayed emotionally persuasive donation-related messages designed to invoke moral obligation and social responsibility while the donation option remained pre-selected. According to the CCPA, such messaging had the effect of influencing consumer decision-making and exerting emotional pressure upon consumers to retain the donation amount, thereby constituting the prohibited dark pattern of “Confirm Shaming”.

Further, the CCPA observed that PhysicsWallah advertised certain educational courses as “free” while simultaneously requiring users to furnish personal information, including mobile numbers and email addresses, and create accounts before being permitted to access such content. The Authority concluded that mandatory disclosure of personal information operated as a pre-condition for accessing the advertised service and impaired consumer autonomy and informed choice.

Consequently, the practice was held to constitute “Forced Action” under the Dark Patterns Guidelines and was also found to amount to a misleading advertisement under the Act.

Taking into account the scale of deployment of the impugned practices and the potential impact on consumers, particularly students and young users, the Authority directed the company to discontinue all such dark pattern practices and imposed a monetary penalty of Rs. 5,00,000. The company was further directed to submit a compliance report within fifteen days from receipt of the order.

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