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HIGHLIGHTS OF THE MONTH

- **The Delhi High Court cancels the registration of the mark 'ZEPTO' for non-use, granting relief to Kiranakart Technologies Private Limited**

  [Kiranakart Technologies (P) Ltd. vs. Mohd. Arshad, C.O. (COMM.IPD-TM) 62 of 2024]

  The Delhi High Court granted relief to Kiranakart Technologies Private Limited (Petitioner), which has been operating under the trademark/ brand 'ZEPTO', by cancelling an identical mark registered by an individual back in 2014 with the claim of use since 2011 but was found to be not in use.

  The Court noted that the Respondent did not file a response to the Petitioner's petition, which was interpreted as an implicit admission that the 'ZEPTO' mark was wrongfully maintained on the Trade Marks Register. The Court observed that the Respondent appeared to have registered the mark without any intent or action showing actual use, while the Petitioner had been actively using the 'ZEPTO' mark since 2021.

  The High Court also observed that the Petitioner continued to be aggrieved by the wrongful existence of the identical mark since the Respondent had opposed the Petitioner's trademark application in Class 35 but again, there was no use found to substantiate the Respondent's opposition.

  Accordingly, by exercising its powers under Section 47(1)(b) of the Trade Marks Act, 1999, the High Court allowed the present petition and directed removal of the Respondent's identical mark from the Trade Marks Register.

- **"DIAMOND" vs. "GREEN DIAMOND" – the Delhi High Court settles the dispute**

	[Diamond Modular Pvt. Ltd. v. Yash Arora trading as Siddhi Vinayak Traders and Anr. (Neut. Cit. No. - 2025:DHC:37)] Recently, the Delhi High Court dealt with a trademark dispute concerning the infringement of the "DIAMOND" trademark. The Plaintiff, Diamond Modular Pvt. Ltd., a manufacturer of electrical goods, particularly modular switchgear, has used the "DIAMOND" mark since 1975. The Plaintiff claimed significant goodwill in the electrical goods industry. The Defendant, Yash Arora, a former distributor for the Plaintiff, registered and began using the "GREEN DIAMOND" mark for his own products. . The Plaintiff argued that the mark was deceptively similar, causing potential consumer confusion. The Plaintiff further argued that the Defendant had adopted the "GREEN DIAMOND" mark in bad faith, attempting to exploit the Plaintiff's established reputation for financial gain. The Hon'ble High Court noted that the Plaintiff had used the "DIAMOND" mark for over four decades, building significant goodwill. It found that the "GREEN DIAMOND" mark could confuse consumers into associating the Defendant's products with the Plaintiff's. The court highlighted that the Defendant, aware of the Plaintiff's business as a distributor, adopted the mark in bad faith to exploit the Plaintiff's goodwill. The court issued an injunction, restraining the Defendant from using the mark, ordered the cancellation of the "GREEN DIAMOND" trademark, and awarded costs to the Plaintiff. Read here
○	**The Delhi High Court examines the question of similarity of trademarks on the basis of visual and phonetic similarities** *[Jangeer Singh Trading as Jangeer Singh Kabulshah Agriculture Works vs. Yogesh Jangid Trading as Jangid Agro Engineering & Anr. (Neut. Cit. No.: - 2025:DHC:1587)]*

	Recently, the Delhi High Court addressed a trademark dispute between two entities engaged in manufacturing and trading agricultural implements. The Plaintiff, operating under the name 'Jangeer Singh Kabulshah Agriculture Works,' has been using the trademark 'JANGEER' since 1984 and holds a registered device mark since 2013. The Defendant, 'Jangid Agro Engineering,' uses the marks 'JANGID' and 'JANGIR' in their business. The Plaintiff sought a permanent injunction, alleging that the Defendant's use of the marks 'JANGID' and 'JANGIR' infringed upon their 'JANGEER' trademark and amounted to passing off. The Plaintiff argued that the similarities between the marks could lead to consumer confusion. The Delhi High Court examined the visual and phonetic aspects of the marks in question. It observed that the Plaintiff's mark 'JANGEER' and the Defendant's mark 'JANGID' differ significantly in spelling, with the Plaintiff's mark using 'EE' and the Defendant's mark replacing 'EE' with 'I' and ending with 'D' instead of 'R'. Additionally, the style and manner of writing the marks were found to be distinct. These differences, both in spelling and presentation, led the court to conclude that there was no deceptive similarity between the two marks. Furthermore, both parties held registered trademarks and had been using their respective marks for several decades. The court noted that the Defendant's use of the mark 'JANGID' was bona fide, reflecting a surname adopted by the Defendant's family in 1980. Given these circumstances, the court ruled that the Plaintiff's claim of infringement was not substantiated. However, as an interim measure, the court directed that during the pendency of the suit, the Defendant should not use the marks 'JANGIR' or 'JANGEER' on a standalone basis.
○	**The Delhi High Court awards IHCL's 'Taj' brand the status of a 'well-known' trademark**

[The Indian Hotels Company Limited v. Gaurav Roy Bhatt & Anr., (CS(COMM) 717/2023)]

The Delhi High Court recently ruled that "Taj" is a well-known trademark under Section 2(1)(zg) of the Trade Marks Act, 1999, for the hotel and hospitality industry. The decision followed a lawsuit by IHCL, part of the Tata Group, against individuals for trademark infringement, copyright violations, and passing off.

The Court acknowledged that IHCL's "Taj" brand had been widely used for years, gaining significant public recognition, goodwill, and revenue both in India and globally. IHCL met the criteria for a well-known trademark under Sections 11(6) and 11(7) of the Trade Marks Act, which include factors like the duration of use, advertising efforts, and distinctiveness.

This ruling strengthens IHCL's legal position, building on its previous successes in protecting trademarks like "VIVANTA."

Read here

- **The Delhi High Court grants permanent injunction against defendants for infringing Volvo's 'PENTA' trademark**

[Aktiebolaget Volvo & Ors. v. R. Venkatachalam and Anr., (CS (COMM) 346/2018 & I.A. 3177/2007)]

The plaintiffs, Aktiebolaget Volvo (AB Volvo) and its subsidiaries, are part of the well-known Swedish VOLVO Group. They are the registered proprietors of the trademarks "PENTA" and "VOLVO PENTA," with "PENTA" first adopted in 1913 and "VOLVO PENTA" used since 1965. The plaintiffs manufacture and supply marine and industrial engines globally, including in India, and their "VOLVO" trademark is well-known in India.

The defendants, who had been using "PENTA" as part of their business name since 2001, applied to register the "PENTA" trademark in 2006 for machine

	tools. Despite receiving a cease-and-desist notice from AB Volvo, they continued using the mark, prompting the lawsuit filed in March 2007 for infringement and passing off. While the defendants admitted knowledge of the mark's registration, however they challenged its validity. The Court rejected their claim, emphasizing that a trademark's validity can only be challenged through rectification proceedings before the Intellectual Property Appellate Board (Now Intellectual Property Division), not in a suit. The defendants had not initiated such proceedings, so they could not dispute the validity. The Court found that the defendants' use of "PENTA" caused confusion and infringed on the plaintiffs' trademarks under Sections 29(1), (2), (3), and (5) of the Act. These sections address confusion, misrepresentation, and the likelihood of confusion caused by the use of a similar mark. As a result, the Court granted a permanent injunction against the defendants and awarded the plaintiffs actual costs under the Commercial Courts Act, 2015. Read here
○	**The Delhi High Court cancels 'RPG' trademark registration, rules in favor of RPG Enterprise** *[RPG Enterprises Limited v. RPG Industrial Products Pvt. Ltd. C.O. (COMM.IPD-TM) 203/2022)]* In *RPG Enterprises Ltd. v. RPG Industrial Products Pvt. Ltd.*, RPG Enterprises sought to cancel the "RPG" trademark (No. 2778255) registered by RPG Industrial Products, claiming it was fraudulent and violated the Trade Marks Act, 1999. The petitioner, using "RPG" since 1979, argued the respondent falsely stated the mark's use since 2011 and that it could cause consumer confusion. The respondent defended the registration, claiming their mark was distinct. However, the court found the respondent's use of an identical mark in bad

	faith, given the petitioner's well-known brand. The court canceled the respondent's trademark and upheld the petitioner's exclusive rights to "RPG." Read here
○	**The Delhi High Court cancels 'BSB MYRON' trademark registration for deceptive similarity to 'KYRON** *[Allied Blenders and Distillers Limited v Boutique Spirit Brands Private Limited & Anr., (C.O. (COMM.IPD-TM) 167/2023]* In the case *Allied Blenders and Distillers Ltd. v. Boutique Spirit Brands Pvt. Ltd.*, the petitioner, Allied Blenders and Distillers (ABD), sought the cancellation of the respondent's "BSB MYRON" trademark registrations (Nos. 4544211 and 4544212), claiming it was deceptively similar to its "KYRON" mark. ABD, which has used "KYRON" for alcoholic beverages since 2012, argued that the similarity could confuse consumers and harm its brand's distinctiveness. The respondent, Boutique Spirit Brands, registered "BSB MYRON" in 2020, asserting the mark was distinct and based on its branding strategy. However, the court found "MYRON" to be the dominant feature in the respondent's mark, visually and phonetically similar to "KYRON." The court noted the potential for confusion, especially as the "MYRON" part of the mark was emphasized over "BSB." Citing Sections 11 and 57 of the Trade Marks Act, the court concluded that the respondent's mark was adopted in bad faith and was likely to cause confusion. The court cancelled the respondent's trademark registrations and ordered the expunging of the entries from the Trade Marks Register. Read here
○	**The Delhi High Court upholds arbitrator's ruling in CreativeLand vs. Winzo tagline dispute, where it was held that CreativeLand does not have exclusive ownership of the tagline "Jeeto Har DinZo"**

[Winzo Games Private Limited v. Creative Advertising Private Limited, (Arb. A (Comm) 15/2025)]

The dispute between CreativeLand Advertising Pvt. Ltd. (“CreativeLand”) and Winzo Games Pvt. Ltd. (“Winzo”) revolves around intellectual property rights and confidentiality related to a brand campaign. CreativeLand, a creative agency, claims that it exclusively developed the tagline "Jeeto Har DinZo" for Winzo under a Non-Disclosure Agreement (NDA) but alleges that Winzo used it without authorization. Winzo, however, argues that the tagline was derived from its internal branding strategy.

CreativeLand filed a petition under Section 9 of the Arbitration and Conciliation Act, 1996, requesting an injunction to stop Winzo from using the tagline. The Delhi High Court referred the matter to arbitration, where the Sole Arbitrator denied the injunction, stating no formal agreement existed regarding the tagline's use, and that monetary damages would suffice if CreativeLand's claims were valid. Dissatisfied, CreativeLand challenged it under Section 37 of the Arbitration Act before the High Court, which upheld the Arbitrator’s decision.

The court noted that CreativeLand had not proven exclusive ownership of the tagline. It noted that Winzo had played a role in the creative process and that the final tagline i.e. “Khelo Winzo Jeeto Har Dinzo” incorporated "WinZo," a registered trademark of the company. Furthermore, it also emphasized that the NDA did not classify the tagline as confidential, and the absence of a formal contract made damages the appropriate remedy. The court also highlighted that interference under Section 37 is limited to cases where an arbitral decision is irrational or violates public policy.

The High Court rejected CreativeLand’s appeal but required Winzo to provide a ₹50 lakh bank guarantee until the arbitration concluded. Additionally, CreativeLand was granted the option to challenge Winzo’s trademark registration of the tagline before the relevant authority.

○	**The Delhi High Court grants ₹34.41 lakh in trademark infringement case against Merlin Rubber** *[Bridgestone Corporation v. Merlin Rubber, (CS(COMM) 254/2023)]* The Delhi High Court has ruled in favor of Bridgestone Corporation in a trademark infringement dispute against M/S Merlin Rubber. The court imposed a permanent injunction and ordered Merlin Rubber to pay ₹34.41 lakh in damages after determining that the company had unlawfully used the name "Brimstone" to market automobile tubes, which closely resembled Bridgestone's registered trademark. Bridgestone, a globally renowned Japanese company founded in 1931, specializes in manufacturing tyres and rubber products. The company holds trademark registrations in over 130 countries, including India. In April 2022, Bridgestone identified that M/s Merlin Rubber was advertising butyl tubes for two-wheelers and four-wheelers under the name "Brimstone" on an online trade platform. The resemblance in branding created a likelihood of confusion among consumers and allowed Merlin Rubber to unfairly benefit from Bridgestone's established reputation. Justice Amit Bansal, overseeing the case, found that "Brimstone" and "Bridgestone" were highly similar in terms of structure, appearance, and pronunciation. The court concluded that the defendant intentionally misled consumers. Consequently, the court issued a permanent injunction preventing M/s Merlin Rubber from continuing to use the infringing name.
○	**The Delhi High Court issues dynamic injunction against rogue websites streaming the web series 'Undekhi' illegally** *[Applause Entertainment Private Limited v www.9xMovies.com.tw, (CS(COMM) 418/2024)]*

	The The Delhi High Court, led by Justice Amit Bansal, issued a dynamic injunction to prevent rogue websites from illegally streaming Applause Entertainment's web series 'Undekhi'. The court recognized the websites' intentional disregard for copyright laws, their anonymity, and failure to respond to takedown notices.(the plaintiff). Applause Entertainment argued that unauthorized streaming caused significant financial losses and harmed its reputation by reducing legitimate viewership. The court, acknowledging that rogue websites often change domains to avoid legal action, granted a dynamic injunction, allowing the company to block future infringing sites without filing separate lawsuits.
○	**The Delhi High Court grants damages to the tune of Rs. 3 Crores to Johnson & Johnson** *[Johnson & Johnson v. Pritamdas Arora trading as M/s Medserve & Anr. (Neut. Cit. No. 2025:DHC:1585)]* In this case, the Delhi High Court addressed serious allegations of trademark infringement and counterfeiting involving medical devices. Johnson & Johnson, a renowned global healthcare company, discovered that the defendants were manufacturing and selling counterfeit versions of its surgical products under the trademarks 'SURGICEL' and 'ETHICON'. These counterfeit products included repackaged expired items, posing significant risks to patient health and safety. The court proceedings revealed that the defendants were involved in the unauthorized production and distribution of these counterfeit medical devices. Despite repeated summons and court orders, the defendants failed to appear, leading the court to proceed *ex-parte*. In its ruling, the Delhi High Court emphasized the severity of counterfeiting medical devices, stating that such actions are not mere trademark infringement and constitute a grave offense that poses severe risk to public health. The court

	awarded Johnson & Johnson compensatory damages of ₹2.34 crore, reflecting 25% of the estimated sales of counterfeit products. Additionally, the defendants were ordered to pay ₹1 crore in exemplary damages, highlighting the deliberate and fraudulent nature of their actions. A permanent injunction was also issued, restraining the defendants from further infringing Johnson & Johnson's trademarks and selling counterfeit products.
○	**The Delhi High Court restrains dhabas from infringing registered trademarks of popular Murthal Eatery Mannat Dhaba** *[Mannat Group of Hotels Pvt. Ltd. & Anr. v. M/S Mannat Dhaba & Ors., CS(COMM) 859/2023]* The Delhi High Court recently granted a permanent injunction in favor of Mannat Group of Hotels Private Limited against several dhabas along the Delhi-Dehradun highway near Saharanpur, Uttar Pradesh. The plaintiffs own the registered trademarks “MANNAT,” which they have used extensively since 2008 in the hotel and restaurant industry. The plaintiffs filed the suit to prevent the defendants from infringing on their trademarks and misleading consumers by using names like "Mannat Dhaba" and "New Mannat Dhaba." The Court found that the defendants’ names were deceptively similar to the plaintiffs' trademarks, leading to confusion and misrepresentation. The Court ruled that the defendants were unfairly benefiting from the plaintiffs’ established brand and granted a permanent injunction to stop the use of the infringing marks. Read here
○	**The Delhi Police raid busts major counterfeit Honda Parts Operation** In a significant anti-counterfeiting action, the Delhi Police and Authorized Representative from Honda Motorcycle & Scooter India Pvt. Ltd. raided a

	business in Sarai Rohilla, New Delhi seizing a substantial cache of counterfeit Honda two wheeler parts. The raid resulted in the seizure of nearly 3,348 counterfeit stickers/ products, marking a significant blow to the counterfeit trade in the region. The action was initiated under Sections 103 and 104 of the Trademark Act, 1999 and Sections 63 & 65 of Copyright Act, 1957 targeted. All seized items will be presented before a magistrate as part of the legal proceedings. The raid has disrupted a major counterfeit supply chain and will serve as a deterrent to further illegal activities in the area.
○	**The Delhi High Court holds that an arbitral award based on 'evidentiary admission' is valid** *[Rattan India Power Ltd. vs. Bharat Heavy Electricals Ltd., (O.M.P. (COMM) 372/2017)]* The Delhi High Court, while deciding on a petition under Section 34 of the Arbitration and Conciliation Act, 1996, ruled that evidentiary admission can form the basis of an Arbitral Award. The Bench clarified that while admissions in pleadings are considered in a higher footing and may even directly justify a decree, evidentiary admissions outside pleadings should be considered contextually rather than being outright disregarded. Not permitting awards based on evidentiary admissions would contradict Order XII Rule 6 of the Civil Procedure Code, 1908, (CPC) and the settled position of law. Order XII Rule 6 of the CPC allows a court to make a judgment based on admissions of fact made by the parties. Elaborating further, the High Court said that the quantity and quality of evidence, and the weight to be attached to any particular piece of evidence, are within the discretion of the arbitral tribunal. Any interference from the High Court is warranted only if the factual assessment of the case is found to be entirely bereft of evidentiary support or perverse, in the sense that no reasonable tribunal could have reached the same conclusion.

	After reviewing the minutes and correspondence, the High Court found no such flaw in the arbitral tribunal's reasoning. Concluding that the tribunal's award was not subject to interference, the High Court dismissed the petition, upholding the arbitral award.
○	**The Delhi High Court states that interim orders of Arbitral Tribunal shall not be interfered with except when it suffers from infirmity or arbitrariness** *[Bluefire Infotax Consultancy Pvt Ltd & Ors. Vs. Ans Infratech Pvt Ltd. (Neut. Cit. No. 2025:DHC:1571)]* The case involved a legal dispute regarding the Share Purchase Agreement ("SPA") between the parties, where the Appellants (Bluefire Infotax Consultancy Pvt. Ltd. and others) had agreed to sell their entire 100% shareholding in the company to the Respondent, ANS Infratech Pvt Ltd. However, before the sale could be completed, the Appellants decided to terminate the agreement, leading to a dispute regarding the validity of the termination and the continuation of the sale. In response to this termination, the Respondent initiated arbitration proceedings and sought interim relief under Section 9 of the Arbitration & Conciliation Act, 1996 ("**Arbitration Act"**). The Respondent requested the court to prevent the Appellants from transferring or selling their shares to any third party during the arbitration process, aiming to preserve the subject matter of the dispute until it was resolved. The Hon'ble Court referred the matter to an Arbitral Tribunal. The Arbitral Tribunal, after reviewing the situation, issued an interim order restraining the Appellants from transferring or alienating their shareholding in Bluefire Infotax Consultancy Pvt. Ltd. until the conclusion of the arbitration proceedings. In response thereof, the Appellants filed an appeal before the

	Delhi High Court challenging the interim injunction and seeking to lift the restriction on the transfer of their shares. The Delhi High Court upheld the decision of the Arbitral Tribunal, confirming the interim restraining order. The court found that the Tribunal's order was consistent with the legal framework and was appropriate to preserve the status quo during the arbitration process. The decision of the Delhi High Court reinforced the principle that interim orders, especially those issued by an Arbitral Tribunal, are likely to be upheld unless there are exceptional circumstances that warrant their overturning.
○	**The Delhi High Court rules that validity of settlement agreements cannot be questioned in proceedings under Section 11 of the Arbitration and Conciliation Act, 1996** *[M/s. ARSS Infrastructure Projects Ltd. vs. National Highways and Infrastructure Development Corporation Ltd. (Neut. Cit. No. 2025:DHC:1570)]* The case involved a dispute between M/s. ARSS Infrastructure Projects Ltd. **(**the Petitioner) and National Highways and Infrastructure Development Corporation Ltd. (the Respondent) arising under an Engineering, Procurement, and Construction Agreement (EPC Agreement). The EPC Agreement, executed on December 9, 2020, pertained to a road improvement project in Meghalaya. The Petitioner alleged that the Respondent was responsible for delays and breaches of the terms of the EPC Agreement, which ultimately led to the contract's termination on May 25, 2023. In response to these issues, the Petitioner sought to initiate arbitration proceedings under Clause 26.3 of the EPC Agreement, which provided for arbitration in case of disputes. Before proceeding with the arbitration, however, both parties had engaged in a conciliation process as per Clause 26.2 of the EPC Agreement. The

	conciliation process led to the signing of a settlement agreement. Despite the settlement, the Petitioner later challenged its validity, claiming that the conciliation process had not been fully completed and that the settlement agreement had been signed under financial duress. The Petitioner contended that the terms of the settlement were unfair and that it had been coerced into agreeing to them due to financial pressures. The core issue before the court was whether the Petitioner could challenge the settlement agreement within the framework of arbitration proceedings. The Delhi High Court ruled that the validity of the settlement agreement could not be questioned in a petition under Section 11 of the Arbitration and Conciliation Act ("**the Act**"). The court emphasized that under Section 74 of the Act, a settlement agreement holds the same legal standing as an arbitral award, meaning that any challenge to its validity could only be made under Section 34 of the Act, which deals with the setting aside of arbitral awards and is subject to specific limitation periods. In conclusion, the Delhi High Court dismissed the Petitioner's request for the appointment of an arbitral tribunal, stating that the challenge to the settlement agreement must be pursued in accordance with the appropriate provisions under Section 34 of the Act.
○	**The Delhi High Court decides that disputes involving severe fraud must be adjudicated upon by the civil courts and not arbitral tribunals.** *[Bentwood Seating System Pvt. Ltd. vs. Airports Authority of India (Neut. Cit. No. 2025:DHC:1636)]* The legal dispute between Bentwood Seating System Pvt. Ltd. (BSS) and the Airports Authority of India (AAI) revolves around issues of contract performance and allegations of fraud. In 2017, AAI issued a purchase order to BSS for the supply and maintenance of 4,000 stainless steel passenger baggage trolleys. However, by January 2018, BSS had only supplied 550 trolleys, leading AAI to issue a Show Cause notice for delays. Despite BSS's

	response, AAI terminated the purchase order in February 2018, citing non-performance and invoked the bank guarantee that BSS had provided as security. Additionally, BSS was debarred from participating in future tenders for AAI for three years. Following the termination, BSS sought arbitration under the terms of the contract, and the matter was referred to the Delhi International Arbitration Centre (DIAC). The arbitrator ruled in favor of BSS, setting aside the termination of the purchase order and the debarment, and ordered AAI to release the invoked bank guarantee. However, the arbitrator did not address AAI's serious allegations of fraud in the award. AAI then filed a petition under Section 34 of the Arbitration and Conciliation Act, challenging the arbitral award before the Delhi High Court. AAI argued that the arbitrator had not considered the fraud allegations, which were critical to the validity of the contract. The Delhi High Court set aside the arbitral award and appointed a new arbitrator to adjudicate upon the disputes between the parties. The newly constituted arbitral tribunal held that the matter involved severe fraud and potential criminal offenses and hence the same must be adjudicated upon by the civil court and not by the arbitral tribunal. Upholding the award, the court emphasized that such allegations could undermine the entire contract, including the arbitration agreement, rendering the dispute non-arbitrable. As a result, the court directed that the matter be resolved in a civil court rather than through arbitration.
○	**The Bombay High Court decides whether same disputes already adjudicated on merits can be re-adjudicated in arbitration** *[Batliboi Environmental Engineering Ltd. v. Hindustan Petroleum Corporation Limited, 2025:BHC-OS:4031]*

	The Bombay High Court recently addressed whether disputes already adjudicated on merits could be re-adjudicated through arbitration. The Applicant sought fresh arbitration after the Supreme Court upheld the setting aside of an arbitral award by the Division Bench of the High Court. The Applicant argued that, since the award was set aside without a decision on the merits, the matter could be arbitrated again. The Respondent, however, contended that since the disputes had been adjudicated on merits, arbitration could not be re-initiated. The Court referred to Section 34 and Section 37 of the Arbitration and Conciliation Act, 1996, in its reasoning. Section 34 allows for setting aside an arbitral award but only on specific grounds such as corruption, procedural irregularities, or if the award contravenes public policy. It restricts the scope of judicial review to ensure that the arbitral tribunal's decision is respected unless there are clear flaws. Section 37 outlines the procedure for appealing the decision made under Section 34, enabling a party to challenge the lower court's decision. The Court noted that setting aside an arbitral award restores the parties to their original position, allowing them to proceed with arbitration again. Since the Supreme Court had explicitly not commented on the merits of the case, the High Court ruled that there was no bar to re-arbitration. The Court then appointed Justice S.C. Gupte as the new arbitrator and sent the matter back for fresh adjudication. Read here
○	**The Calcutta High Court holds that where Memorandum of Understanding (MOU) is incomplete and not finalized, arbitration clause contained in the same cannot be basis for arbitration proceedings** *[M/s Greenbilt Industries Private Limited v. M/s A B Dinesh Concrete Private Limited, (AP (COM) 421 of 2024)]*

	The Calcutta High Court has ruled that an arbitration clause within an incomplete and unfinalized Memorandum of Understanding (MOU) cannot serve as the basis for initiating arbitration proceedings. The MOU lacked essential commercial terms, such as the final agreed price, payment schedule, and the scope or timeline of the proposed work. The court held that this MoU reflected ongoing negotiations rather than a concluded contract. Since these material terms were unsettled, the document could not be treated as a binding agreement. A key element of the court's reasoning was that the arbitration clause was not a standalone agreement—it was embedded within the MOU which is a document of broader scope. The enforceability of arbitration clauses depends on the existence of a valid and concluded agreement and due to the incomplete state of the MOU, the arbitration clause contained in it could not independently be enforced. Furthermore, the court analyzed the conduct and communication between the parties and found no evidence that both sides had mutually agreed to the terms of the MoU, including the arbitration clause. There was no signature or other clear indicator of acceptance, which signaled a lack of consensus. The court reiterated that arbitration requires mutual consent, and the mere inclusion of a clause in a draft agreement does not constitute such consent. Finally, in addressing the present petition under Section 11 of the Arbitration and Conciliation Act, 1996, which allows a party to request the appointment of an arbitrator, the court held that such a petition requires the presence of a valid arbitration agreement and in the absence of the same, the court dismissed the petition.
○	**The Supreme Court holds that the moratorium period under Section 96 of the Bankruptcy and Insolvency Code, 2016 (IBC) cannot protect against statutory penalties imposed under the Consumer Protection Act, 1986 (CPA)**

[Saranga Anilkumar Aggarwal Vs. Bhavesh Dhirajlal Sheth & Ors., (Civil Appeal No(s). 4048 of 2024)]

In the present case, the Apex Court held that the interim moratorium under Section 96 of the IBC does not extend to penalties imposed under the CPA.

The case involved a real estate developer who failed to deliver residential units, leading to consumer complaints before the National Consumer Disputes Redressal Commission (NCDRC). In 2018, the NCDRC directed the developer to complete construction and imposed penalties for service deficiencies. When the developer failed to comply, homebuyers sought enforcement, however the developer argued that insolvency proceedings triggered an interim moratorium under the IBC, preventing further legal action. The NCDRC rejected this claim, prompting the present appeal to the Supreme Court.

The Court ruled that penalties imposed under consumer protection laws serve a regulatory and deterrent purpose, not financial liabilities under the IBC. It distinguished between debt recovery proceedings and statutory penalties, clarifying that the IBC is meant to address financial distress, not shield businesses from regulatory compliance. Allowing a stay on penalties would enable developers to evade accountability, undermining consumer protection frameworks. The Court further emphasized that insolvency laws and consumer protection laws serve distinct legislative purposes, with public policy favoring the protection of consumer rights over shielding defaulters from statutory penalties.

This judgment emphasized on consumer protection by ensuring that insolvency proceedings cannot be misused to escape regulatory liabilities, reinforcing that consumer rights take precedence over insolvency protections.

Read Here

- **The Delhi High Court permits withdrawal of the petition challenging National Consumer Disputes Redressal Commission Order**

  [M/S. Premium Acres Infratech Pvt. Ltd. V. Bobbel Nagra (CM(M) 341/2025)]

  The petitioner, in the present matter, challenged an order passed by the National Consumer Disputes Redressal Commission ("**NCDRC**")**.** However, since the cause of action arose within the jurisdiction of Punjab & Haryana High Court, the petitioner sought permission to withdraw the present petition to approach the jurisdictional High Court.

  Referring to the Supreme Court's observation in the case of *Siddhartha S. Mookerjee* vs. *Madhab Chand Mitter*, the Delhi High Court noted that jurisdiction does not automatically vest with the Delhi High Court just because the NCDRC allowed the petition.

  As a result, the Delhi High Court allowed the petitioner to withdraw the petition with the liberty to approach the jurisdictional High Court.

  Read here

- **The Supreme Court states that complainant having no privity of contract with the opposite party cannot be termed as 'Consumer' under the Consumer Protection Act, 1986**

  [M/S Citicorp Finance (India) Limited v. Snehasis Nanda (2025 INSC 371)]

  The Supreme Court ruled that a complainant who has no privity of contract with the opposite party cannot be considered a 'consumer' under the Consumer Protection Act. The case involved a dispute between M/S Citicorp Finance (India) Limited (the appellant) and the respondent, who had entered into a Memorandum of Understanding (MoU) with a third-party borrower for the sale of a flat. A tripartite agreement was executed, which sanctioned a housing

	loan to the borrower. The respondent later claimed that appellant failed to disburse part of the loan and filed a consumer complaint before the National Consumer Disputes Redressal Commission (NCDRC). Initially, the complaint was dismissed on the grounds that the respondent was not a 'consumer', but later, NCDRC directed the appellant to refund litigation costs. The Supreme Court, after reviewing the case, held that the respondent, who had no contractual relationship with the appellant, could not be regarded as a consumer. The Court emphasized that there must be a contract between the complainant and the opposite party for a claim under the Consumer Protection Act. The Court also rejected the NCDRC's order to refund the litigation cost. The Supreme Court allowed the appeal, setting aside the NCDRC's order and stating that the respondent was not a consumer under the Consumer Protection Act. Read here
○	**The Delhi High Court announced landmark decision on restaurant service charges being non-mandatory** *[National Restaurant of India & Ors. v. Union of India & Anr., (WP(C) 10683/2022)]* The Delhi High Court ruled that restaurants cannot impose service charges as a mandatory part of the bill, affirming the 2022 guidelines by the Central Consumer Protection Authority (CCPA). The reasoning of the Court is broadly as under: 1. Violation of Consumer Rights & Unfair Trade Practice The court found that automatically including a service charge in the bill without informing the consumer violates their rights under the Consumer Protection Act, 2019 (“Act”). The Act ensures that consumers have the right

	to make informed choices and should not be forced to pay additional charges beyond the displayed price of food and beverages. 2. Role of the Central Consumer Protection Authority (CCPA) The court upheld the CCPA's 2022 guidelines, which mandate that service charges should not be levied by default and must be agreed upon by the consumer. 3. Lack of Contractual Obligation The court also analyzed the contractual nature of service charges and stated that merely dining at a restaurant does not establish an implied contract where the customer is obligated to pay an additional service charge. Instead, if a restaurant intends to include service charges, it must seek explicit agreement from the customer beforehand. The court also ruled that staff wages should be the responsibility of the employer and not imposed arbitrarily on consumers without their explicit consent. 4. Service Charge Cannot Be Equated to a Tip or Gratitude Payment The court made a clear distinction between a service charge and a voluntary tip. Customers should have the freedom to decide whether or not they wish to reward good service, and any mandatory imposition would defeat the purpose of voluntary tipping.
○	**In a recent ruling, the Supreme Court addressed the enforcement of the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954, emphasizing the necessity for effective implementation** *[Indian Medical Association v. Union of India (W.P. (C) No. 645/2022)]*

The court, in this judgement, has directed all states to establish grievance redressal mechanisms within two months, enabling the public to report misleading medical advertisements. It also called for the sensitization of police forces, the appointment of appropriate officers, and the launch of public awareness programs to educate citizens about the provisions of the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954 ("Act") and its 1955 Rules.

These directives stemmed from a petition filed by the Indian Medical Association (IMA), highlighting the prevalence of deceptive medical advertisements and the inadequate enforcement of the Act. The Court acknowledged that the Act's implementation has been insufficient and criticized the states' inaction, and urged them to take proactive measures based on complaints received.

The key directions have been enumerated below:

1. Establishment of Grievance Redressal Mechanisms: All states are mandated to set up systems within two months that allow the public to report misleading medical advertisements.
2. Sensitization of Police Forces: States are instructed to educate law enforcement agencies about the provisions of the Act to ensure its effective implementation.
3. Appointment of Appropriate Officers: States must designate officers responsible for overseeing the enforcement of the Act and addressing grievances related to misleading advertisements.
4. Public Awareness Programs: Initiatives should be launched to inform citizens about the Act's provisions and the avenues available to report violations.

The Court also instructed the Union of India to create a dashboard within three months, enabling states to upload comprehensive details of the measures taken under the Act and its associated rules. Furthermore, the Court mandated that

	both the states and the Union of India ensure adherence to its directives and submit their compliance affidavits by the end of June 2025.
○	**The Supreme Court decides that revocation of a Power of Attorney (POA) does not affect transactions completed while it was valid** *[V. Ravikumar vs. S. Kumar, (SLP(C) No. 9472 of 2023)]* The Supreme Court ruled that the cancellation of a POA has no impact on conveyances executed under its valid authority. The Division Bench emphasized that once a power holder exercises the authority granted, the subsequent cancellation of the POA does not affect transactions already carried out. Additionally, the person who initially granted the POA cannot use its subsequent cancellation as grounds to contest transactions completed under its validity. The Supreme Court also criticized the plaintiff's attempt to challenge settled transactions years later, clarifying that the cancellation of the POA in 2015 did not affect prior sales that occurred in the years between 2004 to 2009 based on the POA executed in 2004. Read Here
○	**The Allahabad High Court upholds demolition order passed by the NOIDA Authority on 9th August 2024** *[Sanjeev Bhanti and Anr. vs. State of U.P. and Ors. (Neut. Cit. No. – 2025:AHC:10924-DB)]* The Petitioners sought to quash a demolition order by the New Okhla Industrial Development Authority ("NOIDA Authority"), issued on 9th August 2024, targeting shops and kiosks on Plot No. 10, Gardenia Gateway, Eco-city, Sector-75, Noida. In the present matter, Respondent No. 4 had developed a housing-cum-commercial project on land leased by NOIDA Authority. The Petitioners

	claimed they acquired rights to Shop No. 6 on 10th February 2019. However, NOIDA Authority issued a notice to Respondent No. 4 on 30th July 2024, alleging illegal construction and lack of an occupation certificate. The Petitioners argued they had paid the full allotment and should have been notified before demolition. The Allahabad High Court found the Petitioners' possession of the shop illegal due to the absence of an occupation certificate and sub-lease deed, as required by the agreement. Citing the recent Supreme Court ruling in the case of *Rajendra Kumar Barjatya* vs. *U.P. Avas Evam Vikas Parishad*, the court emphasized the necessity of an occupation certificate for lawful possession. Based on these findings, the court concluded that granting a hearing to the petitioners would have been an empty formality, and there was no illegality in NOIDA Authority's demolition order. The court dismissed the writ petition, upholding NOIDA Authority's decision to demolish the unauthorized structures. This ruling emphasized the importance of complying with legal requirements, particularly obtaining an occupation certificate, and affirmed the authority of development bodies to enforce these regulations. Read here
○	**The Supreme Court holds that statutory board cannot enter into private agreement after land acquisition by the State** *[Delhi Agricultural Marketing Board, through its Chairman v. Bhagwan Devi (Dead), through her LR (Neutral Citation: 2025 INSC 367)]* The Supreme Court recently ruled that when the government acquires land for a public purpose, a statutory board cannot change its use through a private agreement. This decision came in a case involving the Delhi Agricultural Marketing Board (Board), which had acquired land to set up a grain market. The landowner (Respondent) had part of her land included in the acquisition.

Afterward, the Board and Respondent reached a settlement to return a portion of the land to the Respondent, but the Board later realized that this was not possible without government approval and proper legal procedures. The Respondent sought arbitration, which ruled in her favor.

The Supreme Court observed that once the land is acquired by the government, it becomes government property and cannot be altered by private agreements. The Court emphasized that the land acquisition was for a public purpose, and any attempt to change its use without following legal processes was illegal. The Court set aside the arbitration award and ruled in favor of the Board, reinforcing that land acquired for public use cannot be altered by private agreements.

Read here

- **The Allahabad High Court decides that legitimate stamp duty refund should not be denied on technical grounds of limitation**

  [Seema Padalia and Another vs. State of UP and 4 Others (2025: AHC: 35647-DB)]

  The Allahabad High Court recently ruled that a legitimate stamp duty refund claim should not be rejected solely on technical grounds of limitation. The case involved Petitioners who had purchased stamp papers in 2015 for a tripartite agreement for sale and sub-lease of a residential property, which could not be executed due to non-approval by the New Okhla Industrial Development Authority. After surrendering their allotment in November 2023, they sought a refund for the unused stamp papers.

  The State Authorities rejected their refund application, citing a 2021 amendment to the U.P. Stamp Rules, which restricted refunds after 8 years from the stamp paper's purchase. However, the Petitioners argued that the amendment did not apply, as they purchased in the year 2015 prior to the amendment.. They relied on a Supreme Court ruling in *Harshit Harish Jain &*

	Anr. vs. State of Maharashtra & Ors., which held that legitimate refund claims should not be denied on technical grounds of limitation if the claim arises from an accrued cause of action. The Court observed that the Respondent's decision to reject the refund was based solely on technical grounds and did not consider the Supreme Court's judgment. The Court quashed the rejection order and directed the authorities to reconsider the refund application, following the Supreme Court's guidelines, within three months. Read here
○	**The Supreme Court holds that anyone claiming absolute ownership of a property must provide precise details such as the property number, extent, and boundaries** *[Naganna (Dead) By Lrs./ Smt. Devamma & Ors. v. Siddaramegowda (Since Deceased) By Lrs. & Ors., (Civil Appeal No. 3688/2024)]* The Supreme Court has ruled that anyone claiming full ownership of a property must provide precise details such as the property number, extent, and boundaries, backed by clear and credible evidence. The Court upheld the Karnataka High Court's verdict, which determined that the plaintiff's documents were not valid title deeds but merely assessment extracts that failed to establish ownership of the disputed property. The Division Bench observed that the plaintiff relied on revenue records to support his possession claim, but these documents lacked clarity regarding the suit property. The Karnataka High Court had earlier held that, in the absence of legitimate title deeds, the Trial Court had erred in ruling in favor of the plaintiff, cancelling the sale deed, and granting possession. The plaintiff asserted that he had acquired the property through an oral partition between his father and his father's brother, and that the sale deed for the property was unlawfully obtained. However, the High Court found that the Plaintiff had failed to present title deeds, and revenue records alone did not

prove ownership. The Supreme Court concurred, emphasizing that assessment extracts and other revenue-related documents were insufficient to establish legal title.

The respondent contended that the plaintiff had not submitted substantial evidence of possession before the Trial Court. Upon review, the Supreme Court found that key documents were merely demand register extracts with no specific property details. Additionally, the plaintiff had not provided the date or year of the alleged oral partition, and a partition deed submitted as evidence referred to a completely different property.

The Supreme Court stressed that a claimant asserting ownership must provide accurate property details and solid evidence. After thoroughly examining the records, the Supreme Court determined that the plaintiff had failed to substantiate ownership with acceptable oral and documentary proof. As a result, the appeal was dismissed.

Read Here

- **The Supreme Court elaborates on the distinction between – Gift, Settlement and Will**

  [N.P. Saseendran v. N.P. Ponnamma & Ors., Civil Appeal No. 4312 of 2025]

  In the present civil appeal, the Supreme Court clarified the distinctions between a gift, a settlement, and a will. The case involved a dispute over property transfer, where the respondent (the plaintiff) claimed ownership based on a document executed by her father, while the appellant (the defendant) contended that the same property had been sold to him after the cancellation of the initial document.

  1. Gift Deed

  A gift is a voluntary and gratuitous transfer of ownership from one person (the donor) to another (the donee) without any monetary consideration. It is

executed during the donor's lifetime and requires acceptance by the recipient. The Court highlighted the following aspects of a gift:

- It is immediate and absolute, meaning that once gifted, the property cannot be revoked unless legally contested on grounds such as fraud, coercion, or undue influence.
- The transfer must be registered as per Section 17 of the Registration Act, 1908, and must comply with Section 123 of the Transfer of Property Act, 1882.

2. Settlement Deed

A settlement is a form of voluntary transfer, usually based on love, affection, or familial ties. The Court distinguished it from a gift on the basis that:

- A settlement often involves conditions or stipulations that may be attached to the transfer. For example, a settlor may transfer property with the condition that the beneficiary resides in it for life.
- Unlike a gift, a settlement may include certain benefits or reserved rights for the settlor.
- It does not necessarily require monetary consideration but can be revocable or irrevocable based on its terms.

3. Will

A will is a testamentary document that expresses the testator’s wishes regarding the distribution of their property after their death. Unlike a gift or settlement, a will:

- Does not take effect immediately—it only comes into force upon the testator’s death.
- Can be revoked or modified at any time during the testator’s lifetime.
- Does not require immediate acceptance by the beneficiary.

	• Does not require mandatory registration, though registering a will can prevent future disputes. The Court observed that the nature of a document must be determined based on its language, the intent of the parties, and the surrounding circumstances. Even if a document contains conflicting clauses, a harmonious interpretation is essential. In this case, the Court ruled that the contested document was a settlement deed, rather than a gift or will, because: • It was executed with mutual consideration of familial love and affection. • There were stipulations regarding the beneficiary's rights. • The document did not fit the characteristics of a will, as it took effect during the settlor's lifetime. Read Here
○	**The Allahabad Hight Court holds that writ petition is not maintainable for establishing new rights in contractual disputes but only to safeguard rights granted in agreement** *[M/s Jai Prakash Associates Ltd v. State of U.P. and another (WRIT - C No. - 6049 of 2020)]* In a recent decision, the Allahabad High Court addressed whether writ petitions can be filed in contractual disputes. The petitioner challenged the cancellation of its lease agreements by the Yamuna Expressway Industrial Development Authority (YEIDA) due to unpaid dues. The lease agreements were for a large land area under the Special Development Zone Project. The petitioner filed a writ, arguing that the cancellation was unfair and violated their rights under the lease.

	The main issue was whether a writ petition could be used in a contractual dispute, as writs are usually reserved for matters involving public law, not private contracts. The Court referred to a previous Supreme Court ruling, Rajasthan State Industrial Development and Investment Corporation Ltd. v. Diamond & Gem Development Corporation Ltd., which clarified that while writs typically do not apply to contractual disputes, they can be used to protect existing rights under an agreement if public law issues, like fairness or natural justice, are involved. In this case, the Court found that although the dispute was contractual, it involved public interest and fairness. Therefore, it allowed the writ petition to proceed. The Court emphasized that the petitioner was not trying to create new rights but rather protect existing ones under the lease agreement. It concluded that writ jurisdiction can extend to contractual disputes if fairness or public interest is at stake and no principles of natural justice are violated. Ultimately, the Court upheld the cancellation of the lease and decided the case on its merits. Read here
○	**The Delhi High Court holds that the 'Force Majeure' clause in contracts is an exception** *[Airports Authority of India v. Delhi International Airport Limited & Anr., (OMP (COMM) 186/2024)]* The Delhi High Court upheld an arbitral award favoring Delhi International Airport Limited (DIAL) in a dispute with the Airports Authority of India (AAI) concerning the invocation of a force majeure clause during the COVID-19 pandemic. The court emphasized that a force majeure clause typically serves as an exception or "eclipse provision," temporarily suspending contractual obligations during unforeseen events beyond the control of the parties involved.

	In March 2020, DIAL invoked the force majeure clause due to severe disruptions in aviation operations caused by the pandemic and government restrictions, seeking relief from paying the monthly annual fee to AAI for April 2020. While AAI initially acknowledged the request, it ultimately rejected the claim, leading to arbitration. The arbitral tribunal ruled in favor of DIAL, prompting AAI to challenge the award under Section 34 of the Arbitration and Conciliation Act, 1996. The court emphasized that the pandemic's unprecedented nature justified DIAL's invocation of the force majeure clause. It found no fault in the tribunal's decision, which considered the contract terms, trade usages, and commercial context.
○	**The Calcutta High Court decided that director or employee of a company cannot be held vicariously liable for the offences committed by the company itself unless the legislation enforces the principle, further coupled by their lack of active involvement and criminal intent on record towards the alleged misrepresentation** *[Joe King, Head, Audi India & Anr v. Patton International Limited, (C.R.R. 2320 of 2016)]* In this matter, a complaint was filed against the officials of Skoda Auto Volkswagen India Pvt. Ltd. which manufactures vehicles under the "Audi" brand. The complaint alleged non-fulfilment of obligations related to the advertised safety and security features of a specific car model purchased by the complainant. The complainant had claimed that it purchased the specific car model based on promotional materials that emphasized world-class safety and security features, comprehensive maintenance services, and a 2-year warranty. However, the complainant alleged that these claims were misrepresented, as the car suffered a sudden brake failure despite undergoing regular servicing.

Following the incident, the Complainant requested the refund of the full purchase price as well as for the 'defective' car to be taken back.

The Calcutta High Court, quashed the criminal proceedings, initiated by the Metropolitan Magistrate who took cognizance of the complaint, after deliberating upon various precedents established by the Supreme Court. Its findings were structured under four key heads:

1. No Prior Issues with the Vehicle

The car had been used for over a year without any problems, and the brake failure occurred only after significant mileage, making it a normal wear-and-tear issue covered by the warranty.

2. Vicarious liability is alien to criminal law

It is an established position of law that the concept of vicarious liability is not applicable in criminal law unless the legislation explicitly mentions it. Where any offence is committed by a company, the company must be prosecuted against and in order to implead company personnel, knowledge and intent is essential to be proven. Furthermore, even in the company law jurisprudence, company is also construed to be a 'person', capable of being sued given its capacity to have knowledge and intention. The Court noted that impleading the accused in the present matter but not the Manufacturer itself violates the framework where the persons running the company and the company itself are considered two distinct entities.

3. Inherently absurd grounds of complaint

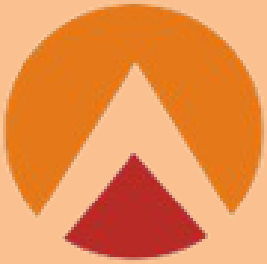
The Court found that the complaint was based on such absurd and inherently far-fetched grounds that no prudent conclusion in favour of proceeding against the accused can be reached – firstly, because the accused did not attempt to mislead the complainant with respect to any extraordinary features of the car

other than what was already advertised by the Manufacturer and secondly, because the complainant never came in contact with the accused. Additionally, the car had a brake failure (which is not unlikely in vehicles given how extensively brakes are used) for the one time and the complainant sought for refund and return of the car in spite of the car being serviced according to the warranty policy at no cost. The Court ultimately found the complainant's conduct arbitrary and unjust.

4. No Evidence of Intent to Cheat

The Court found no evidence suggesting that the accused had had any intention to deceive the Complainant. On the contrary, the accused appeared to have fulfilled its obligations, particularly in regard to servicing and warranty support.

CONTACT



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