Cassie

FRIDAY
14 AUGUST 2026

DAILY

Court Digest

The day's most significant judgments from India's courts.

IN TODAY'S DIGEST

- **S.111 TPA | Agreement to sell alone does not end tenancy : SC**
- **S.125(4) CrPC | Secretly recorded adultery evidence admissible : MPHC**
- **Min. Wages Act | Honorarium-paid health volunteers are employees : BHC**
- **S.6 POCSO | 2019 amendment bars retrospective sentence cut : SC**

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Supreme Court

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KEEP SWIPING >>>

Property & Asset Disputes
Tenancy and Lease Matters

SUPREME COURT

An agreement to sell does not terminate tenancy without a formal surrender

The dispute. Nazim Shaikh Hasan occupied a Pune shop as a monthly tenant paying Rs 1,500. In 2004, his landlord agreed to sell the shop to him for Rs 1,90,000; he paid Rs 40,000 and never paid the balance or registered the agreement. The Small Causes Court decreed possession for the landlord, the first appellate court and the Bombay High Court affirmed.

The reasoning. Section 111 of the Transfer of Property Act requires an express or implied surrender to terminate a lease; mere execution of an agreement to sell and payment of part consideration does not qualify.

> *The mere execution of the agreement to sell coupled with payment of Rs 40,000/- out of the agreed consideration of Rs 1,90,000/- cannot be treated as determining the tenancy.*
>
> FROM THE JUDGMENT

For your practice. A sale agreement for leased premises must contain an express surrender clause, or conduct amounting to implied surrender.

The order. The Supreme Court dismissed the Special Leave Petition, leaving the Bombay High Court's order of 1 April 2026 intact. The decree for possession in favour of the landlord-respondent remains operative.

§ **Section 111, Transfer of Property Act, 1882**

NAZIM SHAIKH HASAN vs NASIR MUSHTAQ SHAIKH

COURT	DECIDED	CASE NO.	CITATION
Supreme Court of India	13.08.2026	SLP(C) No.-017699 - 2026	2026 INSC 853

BENCH
Prashant Kumar Mishra, Shree Chandrashekhar

Criminal Issues
Sexual Offences, POCSO & Domestic Crimes

SUPREME COURT

The 2019 POCSO amendment cannot reduce a sentence for an offence committed in 2016

The dispute. Balesh Kumar Kuraiti was convicted of aggravated penetrative sexual assault on a three-year-old girl in February 2016. The trial court sentenced him to life imprisonment under Section 6 POCSO Act and Section 376(2)(i) IPC. The State appealed to the Supreme Court, which limited notice to the question of sentence quantum and restored the trial court's life terms.

The reasoning. Article 20(1) of the Constitution bars retrospective application of criminal amendments; sentencing must be governed by the law in force on the date of the offence.

For your practice. Sentencing arguments must identify the exact statutory version in force on the date of the offence.

The order. Life imprisonment restored under both Section 6 POCSO Act (pre-amendment) and Section 376(2)(i) IPC, with a fine of Rs 10,000 per offence. Sentences run concurrently and include the period already undergone.

§ **Section 6, Protection of Children from Sexual Offences Act, 2012**

BALESH KUMAR KURAITI vs STATE OF CHHATTISGARH

COURT	DECIDED	CASE NO.	CITATION
Supreme Court of India	12.08.2026	Crl.A. No.-003783-003783 - 2026	2026 INSC 850

BENCH
Aravind Kumar, Vipul M. Pancholi

Criminal Issues
Murder, Culpable Homicide & Attempt to Murder

SUPREME COURT

A reliable sole eyewitness, even a close relative, can sustain a murder conviction

The dispute. Balku Oram and a co-accused dragged Puni Naik from her home in Rourkela on 17 February 1998, beat her with a lathi, and she died the following morning. The only eyewitness was the deceased's teenage daughter, who filed the FIR a day later. The trial court convicted Oram under Section 302 read with Section 34 IPC and sentenced him to life; the Orissa High Court affirmed in 2022.

The reasoning. Section 134 of the Evidence Act prescribes no minimum number of witnesses; a single credible eyewitness, corroborated by medical evidence, suffices for conviction.

For your practice. When cross-examining a relative eyewitness, defence counsel must establish a concrete motive to falsely implicate.

The order. The Supreme Court dismissed the appeal and affirmed the conviction and sentence of rigorous life imprisonment under Section 302 read with Section 34 IPC. No alteration to the sentence was made.

§ Section 302, Indian Penal Code, 1860

BALKU ORAM vs STATE OF ODISHA

COURT	DECIDED	CASE NO.	CITATION
Supreme Court of India	13.08.2026	Crl.A. No.-002298-002298 - 2026	2026 INSC 852

BENCH
Prashant Kumar Mishra, Shree Chandrashekhar

High Courts

8 judgments in this edition

KEEP SWIPING >>>

Relationships & Family Matters
Maintenance for Spouse & Children

MADHYA PRADESH HC

Secretly recorded audio is admissible in maintenance proceedings if it passes the relevance

The dispute. Suresh Kumar challenged a Family Court order awarding his wife Aneeta Rs 6,000 monthly maintenance under Section 125 CrPC. The Family Court granted maintenance on 24 January 2018 without addressing the electronic evidence.

The reasoning. A secretly recorded conversation is not inadmissible merely because the other party was unaware of the recording; the controlling tests are relevance, identification and accuracy.

> *The courts below clearly fell into error to hold that it was only at the stage of final adjudication that such a question could be decided. This view would render otiose what has been provided in the statute.*
>
> FROM THE JUDGMENT

For your practice. Cite Vibhor Garg v. Neha when tendering covertly recorded audio in matrimonial proceedings.

The order. The impugned Family Court order dated 24 January 2018 was set aside and the matter remanded for fresh consideration.

§ Section 125, Code of Criminal Procedure, 1973

Suresh Kumar vs Smt. Aneeta

COURT	DECIDED	CASE NO.	CITATION
Madhya Pradesh High Court	13.08.2026	CRR 4134/2018	2026:MPHC-JBP:62140

BENCH
Dwarka Dhish Bansal

Criminal Issues
Cheque Bounce

DELHI HC

Section 311 CrPC recall of a witness is valid at any stage when the evidence is essential

The dispute. SRS Infratech was accused in a Section 138 NI Act complaint by Shyam Chaudhary's legal heirs over an alleged loan of Rs 25 lakhs. The Additional Sessions Judge dismissed SRS Infratech's revision in March 2023.

The reasoning. Section 311 CrPC confers wide discretionary power to recall a witness at any stage; delay alone does not defeat an application if the evidence is germane to a just decision and the opposite party can rebut it.

For your practice. The ruling clarifies that courts may recall a witness and admit late evidence under Section 311 CrPC if it is essential for a just decision, limiting the scope of Section 482 challenges and guiding practitioners on procedural timing and evidentiary disputes.

The order. The petition under Section 482 CrPC is dismissed. The order dated 17.10.2022 allowing recall of Ms. Kavita Chowdhary and admission of the promissory note is upheld. Interim protection is vacated, pending applications are disposed of, and the trial is directed to proceed expeditiously without further interference.

§ **Section 311, Code of Criminal Procedure, 1973**

SRS INFRATECH PVT LTD & ors. vs KUMUD CHAUDHARY & ors.

COURT	DECIDED	CASE NO.	CITATION	BENCH
Delhi High Court	13.08.2026	CRL.M.C.-4753/2023	2026:DHC:6577	Madhu Jain

Government & Public Body Interactions

DELHI HC

Stamp duty cannot be levied on a photocopy; only the original instrument qualifies

The dispute. Sanskar Homes Pvt. Ltd. entered a collaboration agreement in March 2008 with Surya Realtech for the redevelopment of a Vasant Vihar plot worth Rs.11.8 crore in construction cost. The petitioner challenged the Collector's order dated 14 July 2010 before the Delhi High Court under Article 226, seeking refund of the duty.

The reasoning. The court held that "instrument" in Section 2(14) of the Indian Stamp Act refers to the original document, not a copy; Section 33 empowers the Collector to impound only when the original is produced voluntarily before him in the course of his functions.

> *The term 'instrument' as defined in Section 2(14) of the Act refers to the original instrument and not a copy or photocopy of the same.*
>
> FROM THE JUDGMENT

For your practice. A stamp duty assessment made without the original instrument before the Collector is without jurisdiction and can be set aside.

The order. Collector's order dated 14 July 2010 set aside. Collector directed to refund Rs.82,74,178 (stamp duty Rs.77,74,177.56 plus penalty Rs.5,00,000) with simple interest at 5% per annum from 5 October 2010 until realisation, within four weeks.

§ Section 33, Indian Stamp Act, 1899

SANSKAR HOMES PVT LTD. vs GOVERNMENT OF NCT OF DELHI & ors.

COURT	DECIDED	CASE NO.	CITATION	BENCH
Delhi High Court	12.08.2026	W.P.(C)-382/2011	2026:DHC:6567	Amit Sharma

Government & Public Body Interactions

DELHI HC

An advocate acting as insolvency professional must pay GST on forward charge

The dispute. Kanwal Chaudhary, a Delhi advocate enrolled since 1995 and registered as an insolvency professional, was appointed Interim Resolution Professional for Ireo Fiveriver Pvt. Ltd. by NCLT in December 2018. IBBI clarified in March 2021 that insolvency and receivership services fall outside the reverse-charge notifications.

The reasoning. The court held that GST liability is determined by the nature of the service, not the professional's underlying qualification; insolvency and receivership services are classified under GST code 998241.

> *the liability falling on the supplier unless a specific notification provides that the tax is to be paid by the recipient on a reverse-charge basis*
>
> FROM THE JUDGMENT

For your practice. Advocates registered as insolvency professionals must obtain GST registration and issue forward-charge invoices for insolvency mandates.

The order. Petition dismissed. Petitioner directed to furnish GST-compliant invoices for the professional fee of Rs.49,04,988 under CP(IB) No.408/2018 and to obtain GST registration.

§ Section 9, Central Goods and Services Tax Act, 2017

KANWAL CHAUDHARY vs INSOLVENCY AND BANKRUPTCY BOARD OF INDIA & ors.

COURT	DECIDED	CASE NO.	CITATION	BENCH
Delhi High Court	13.08.2026	W.P.(C)-9410/2021	2026:DHC:6587-DB	Prathiba M. Singh

Work & Employment Issues
Wages, Salaries & Deductions

BOMBAY HC

Honorarium label does not exclude part-time workers from minimum wage protection

The dispute. The Municipal Corporation of Greater Mumbai engaged women Community Health Volunteers since 1988 at health posts across the city, paying them a fixed monthly honorarium of Rs.14,000. The Authority under the Minimum Wages Act directed MCGM in September 2020 to pay the shortfall against the February 2015 notification rate.

The reasoning. The court held that the phrase "for hire or reward" in Section 2(i) of the Minimum Wages Act turns on the substance of the remuneration, not the label.

> *The term 'employed' appearing under Section 2(i) of the Minimum Wages Act is not to be confused with the concept of 'appointment'.*
>
> FROM THE JUDGMENT

For your practice. Any body paying fixed periodic sums to part-time workers for scheduled employment must now calculate minimum wage entitlement for every hour worked.

The order. Writ petition dismissed. MCGM directed to pay each CHV the difference between the statutory minimum wage fixed by the notification dated 24 February 2015 and the Rs.14,000 honorarium already paid, with interest running.

§ **Section 2(i), Minimum Wages Act, 1948**

MUNICIPAL CORPORATION OF GREATER MUMBAI THROUGH MUNICIPAL COMMISSIONER vs SMT. MANJU TAMRADHWAJ KAMBLE THR. SHRI PRAKASH DEVDAS (ADV. GEN. SEC. OF MAHAP. ARO. KAR.) & ors.

COURT	DECIDED	CASE NO.	BENCH
Bombay High Court	13.08.2026	WP/1158/2021	Sandeep V. Marne

Criminal Issues
Financial & Economic Offences

MADHYA PRADESH HC

Administrative irregularities in public recruitment without pecuniary gain do not constitute

The dispute. Former members of a selection committee in Sanwer Janpad Panchayat were convicted for alleged criminal misconduct in a 1998 Shikshak Karmi recruitment process. The Special Judge convicted all eight and sentenced them to two years rigorous imprisonment in 2010.

The reasoning. Section 13(1)(d) of the Prevention of Corruption Act requires proof that the accused actually obtained a pecuniary advantage through dishonest or fraudulent means; a procedural irregularity in a recruitment process, without more, does not meet that threshold.

For your practice. Defending officials facing PC Act charges should pin the prosecution to actual obtainment of pecuniary advantage.

The order. All eight convictions were set aside and the appellants acquitted. Fines of Rs 10,000 paid by each appellant are to be refunded and bail bonds discharged.

§ Section 13(1)(d), Prevention of Corruption Act, 1988

Vijay Rege vs The State Of Madhya Pradesh

COURT	DECIDED	CASE NO.	CITATION
Madhya Pradesh High Court	13.08.2026	CRA 1036/2010	2026:MPHC-IND:22814

BENCH
Jai Kumar Pillai

Contracts & Business Disputes
Arbitration Agreements, Proceedings & Enforcement

BOMBAY HC

Section 11 referral court confined to existence of arbitration agreement

The dispute. Urban Infrastructure Trustees Limited invested Rs 51.50 crore in a bungalow project under a 2007 Term Sheet containing an arbitration clause. The Section 11(6) application filed in June 2016 was heard by the Bombay High Court, which decided it on 12 August 2026.

The reasoning. A referral court under Section 11(6-A) is confined to a prima facie check that an arbitration agreement exists; it cannot examine whether the underlying claim is time-barred, as limitation is reserved for the arbitral tribunal.

For your practice. At the Section 11 stage, confine arguments to the face of the arbitration clause; limitation and merits go to the arbitrator.

The order. The Court appointed Mr S.C. Gupte, former Judge of the Bombay High Court, as sole arbitrator. Parties were directed to communicate his contact details within one week, and arbitration costs were to be shared equally in the first instance.

§ Section 11, Arbitration and Conciliation Act, 1996

URBAN INFRASTRUCTURE TRUSTEES LIMITED vs BHAVIK BHIMJIYANI & ors.

COURT	DECIDED	CASE NO.	BENCH
Bombay High Court	12.08.2026	CARAP/14/2016	Arun R. Pedneker

Immigration Law

GAUHATI HC

Signature on service report proves notice; citizenship burden stays on the alleged foreigner

The dispute. Amulya Paul, declared an illegal migrant by the Foreigners Tribunal in 2018, had signed service reports acknowledging three separate notices between 2010 and 2017, yet failed to appear before the Tribunal for over eight years. The Foreigners Tribunal passed an ex parte opinion on 13 September 2018; Paul filed a writ petition under Article 226 in 2019.

The reasoning. A petitioner's signature on a service report is conclusive proof of receipt, and the omission of a service date is not fatal where receipt is otherwise undisputed.

> *It observed that the service reports for all three notices contained the petitioner's signature, and that the signature itself is conclusive proof of receipt.*
>
> FROM THE JUDGMENT

For your practice. When advising clients facing Tribunal proceedings, filing on notice defects alone will not succeed where the client has signed the report.

The order. The High Court dismissed the writ petition, affirmed the ex parte opinion of 13 September 2018, recalled the interim bail granted on 13 May 2020, and directed both parties to bear their own costs.

§ Section 9, Foreigners Act, 1946

Amulya Paul v. Union of India

COURT	DECIDED	CASE NO.	CITATION
Gauhati High Court	13.08.2026	WP(C)/9127/2019	2026:GAU-AS:11440

BENCH

Kalyan Rai Surana, Susmita Phukan Khaund

Tribunals

2 judgments in this edition

KEEP SWIPING →



Consumer & Service Problems
Goods, Home, Fire & Other Insurance Claims

Discharge voucher signed under financial stress does not automatically bar an insurance claim

The dispute. Teekay Marines, a marine product exporter, suffered a fire at its cold-storage facility in June 2017 covered under a Standard Fire and Special Perils Policy with SBI General Insurance. Teekay filed Consumer Complaint No. 2669 of 2018 before the NCDRC seeking the disallowed amount plus 18% interest; the NCDRC dismissed the complaint.

The reasoning. A discharge voucher operates as an accord and satisfaction but may be challenged on proof of duress, fraud or undue influence.

For your practice. Practitioners must now scrutinise any discharge voucher for signs of coercion before accepting it as a full and final settlement, and insurers should document any deviation from a surveyor's valuation to avoid estoppel challenges.

The order. No compensation awarded; the consumer complaint was dismissed; the insurer's assessment of non-performing stock stands; no interest or costs were ordered; the discharge voucher dated 27.04.2018 is deemed a full and final settlement.

§ **Section 64-UM, Insurance Act, 1938**

M/S. TEEKAY MARINES PVT. LTD. Through its MANAGING DIRECTOR T.K. NARAYANAN. vs M/S. SBI GENERAL INSURANCE COMPANY LTD. & ors.

COURT	DECIDED	CASE NO.
National Consumer Disputes Redressal Commission	13.08.2026	NC/CC/2669/2018

Government & Public Body Interactions

CAT

OPS eligibility for compassionate appointees turns on application date, not appointment date

The dispute. Five sons of deceased or medically unfit railway employees filed compassionate-appointment applications between 1996 and 2003 but were appointed only in August 2005, after the NPS cut-off. The Tribunal heard their challenge to orders dated 29 December 2023 and 8 October 2020 that had confirmed their NPS classification.

The reasoning. A 2026 DoPT Office Memorandum, adopted by the Railway Board as RBE 49/2026, expressly declared the date of compassionate-appointment application the decisive date for OPS eligibility.

For your practice. In pension disputes involving compassionate appointments, eligibility arguments must now turn on the application date.

The order. The Tribunal quashed the orders dated 29 December 2023 and 8 October 2020, declared the five applicants eligible for the Old Pension Scheme, and directed the respondents to effect their inclusion within sixty days. No costs were awarded.

§ CCS (Pension) Rules, 2021

Rakesh Kumar vs East Central Railway

COURT	DECIDED	CASE NO.
Central Administrative Tribunal	13.08.2026	O.A. No. 050/00291/2024

BENCH

Kumar Rajesh Chandra

Also decided today

§ Section 135, Electricity Act, 2003 SUPREME COURT

Section 135 provisional assessment requires evidence of actual theft, not mere suspicion

Section 135 of the Electricity Act opens with the word 'dishonestly' and thereby imposes a mens rea requirement; a provisional assessment is unsustainable unless the inspection report contains a clear finding of theft and records the material evidence.

SLP(C) No.-033179 - 2025 · 2026 INSC 851 · 12.08.2026

§ Order 41, Rule 23, Civil Procedure Code, 1908 SUPREME COURT

Appellate remand under Order 41 Rule 23 CPC is exceptional, not a matter of course

Remand under Order 41 Rule 23 is permissible only when material essential to a decision is absent from the record. Where the trial court has already framed the relevant issues, the appellate court must decide on what is before it rather than return the matter.

C.A. No.-010696-010697 - 2026 · 2026 INSC 857 · 13.08.2026

§ Section 42, Narcotic Drugs and Psychotropic Substances Act, 1985 SUPREME COURT

Delayed written compliance with Section 42 NDPS is acceptable when urgent circumstances

Where an officer receives information on patrol and acts urgently, delayed written recording under Section 42 of the NDPS Act constitutes substantial compliance, provided the delay is explained and no prejudice results.

Crl.A. No.-003897-003897 - 2025 · 2026 INSC 854 · 12.08.2026

Also decided, continued

§ Section 11A, Central Excise Act, 1944

SUPREME COURT

Extended limitation under Section 11A requires an express allegation of wilful suppression

The proviso to Section 11A of the Central Excise Act cannot be invoked unless the show-cause notice contains a specific allegation of wilful suppression; a bare assertion of suppression is insufficient.

C.A. No.-010504-010506 - 2017 · 2026 INSC 858 · 13.08.2026

§ Section 141, Negotiable Instruments Act, 1881

DELHI HC

Director who resigned before cheque issuance cannot be summoned under Section 141 NI Act

Section 141 NI Act requires specific averments that the director was in charge of and responsible for the company's business at the time of the offence; generic references to designation are insufficient.

CRLMM - 3919/2022 · 2026:DHC:6619 · 13.08.2026

§ Section 18, Rajasthan Rent Control Act, 2001

RAJASTHAN HC

Rajasthan Rent Control Act bars Commercial Court jurisdiction even over hotel leases

The Rajasthan Rent Control Act 2001 is a special, protective statute fortified by non-obstante clauses in Sections 18(1) and 29 that confer exclusive jurisdiction on the Rent Tribunal.

CW / 18805 / 2024 · 2026:RJ-JP:36571 · 13.08.2026

Also decided, continued

§ Section 209, Bharatiya Nyaya Sahnita, 2023

PUNJAB AND HARYANA HC

Section 209 BNS FIR falls away on withdrawal of Section 138 complaint

An FIR under Section 209 BNS filed solely because an accused was declared a proclaimed person in a Section 138 NI Act complaint loses its basis when that complaint is withdrawn on settlement; continuing such an FIR constitutes an abuse of process.

CRM-M/44798/2026 · 13.08.2026

§ Section 107, Central Goods and Services Tax Act, 2017

DELHI HC

CGST pre-deposit is governed by Section 107(6) as it stood on the date the SCN was issued

The version of Section 107(6) of the CGST Act applicable to an appeal is the one in force when the show-cause notice was issued; an amendment effective 1 October 2025 cannot govern proceedings initiated by SCNs issued in 2020.

CW - 3396/2025 · 2026:DHC:6609-DB · 13.08.2026

§ Section 54, Land Acquisition Act, 1894

PUNJAB AND HARYANA HC

Condonation of delay in a land acquisition appeal does not carry interest on compensation

A court's discretion to condone delay and its power to award statutory interest are distinct inquiries.

RFA/11/2024 · 12.08.2026

Today's lead settles a point that surfaces in almost every sale-cum-tenancy dispute: the Supreme Court holds that an agreement to sell, even with part-payment, cannot terminate a lease without an express or implied surrender under Section 111 of the Transfer of Property Act, and that an unregistered sale agreement cannot invoke Section 53A protection. The question for practitioners is how far this reasoning will travel in cases where the agreement contains an express vacant-possession clause — does the clause alone constitute surrender, or must the tenant also physically yield possession?

22 judgments **7** Supreme Court **13** High Courts **2** Tribunals

Every judgment here, analysed in full.

The facts, the reasoning and the precedents each court engaged with.

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