Cassie

WEDNESDAY
26 AUGUST 2026

DAILY

Court Digest

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

IN TODAY'S DIGEST

- **Rajasthan Stamp Act | Actual land use determines stamp duty : SC**
- **S.372 CrPC | Cheque dishonour victim entitled to appeal : Gujarat HC**
- **S.74 ICA | Earnest money forfeitable on buyer default : Delhi HC**
- **S.20 CPC | Place of work governs labour court jurisdiction : Delhi HC**
- **Fire Insurance | Insurable interest extends beyond title : NCDRC**

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Supreme Court

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Property & Asset Disputes
Property Ownership, Title, Registration, Mutation, Division

SUPREME COURT

Actual user of land at execution determines stamp duty valuation regardless of zoning

The dispute. A donor challenged the stamp duty valuation of a gift deed for a Jaipur property stamped at residential rates. He sought revaluation as an industrial unit and a refund of excess duty, citing factory registrations despite operating a showroom on-site. The High Court overturned revenue findings and classified the premises as commercial, which the donor appealed to the Supreme Court.

The reasoning. The Supreme Court held that statutory circulars determine stamp duty by actual user at execution rather than master plan zoning. Voluntary payment at higher rates with full knowledge of usage precludes any subsequent refund claim.

> *the circular, insofar as valuation of industrial land, specifies the user and not the classification of the area.*
>
> FROM THE JUDGMENT

For your practice. Stamp duty assessments require verifying ground-level usage at execution, as mixed retail and manufacturing activities trigger commercial rates and bar refund claims.

The order. The Supreme Court allowed the appeal, set aside the High Court judgment, and restored the revenue authorities' orders, holding that no stamp duty refund is payable.

§ Rajasthan Stamp Act, 1998

HARINDER SINGH SODHI vs STATE OF RAJASTHAN

COURT	DECIDED	CASE NO.	CITATION
Supreme Court of India	24.08.2026	C.A. No.-012041-012041 - 2026	2026:INSC:922

BENCH
J.b. Pardiwala, K. Vinod Chandran

High Courts

12 judgments in this edition

KEEP SWIPING >>>

Criminal Issues
Cheque Bounce

GUJARAT HC

Cheque dishonour complainants can appeal acquittals as victims directly to the Sessions Court

The dispute. A complainant filed a private criminal complaint alleging dishonour of a cheque issued by the respondents. The Chief Judicial Magistrate acquitted the respondents of the offence under Section 138 of the Negotiable Instruments Act. The complainant appealed the acquittal before the High Court under Section 378 of the Code of Criminal Procedure.

The reasoning. A cheque-dishonour complainant is a victim entitled to an unconditional right of appeal under the proviso to Section 372. Such an appeal lies directly before the Sessions Court rather than through leave under Section 378.

> *In the case of an offence alleged against an accused under Section 138 of the Act, we are of the view that the complainant is indeed the victim owing to the alleged dishonour of a cheque.*
>
> FROM THE JUDGMENT

For your practice. Complainants challenging acquittals in cheque-bounce cases can proceed directly before the Sessions Court under Section 372 without seeking leave from the High Court.

The order. The High Court disposed of the appeal by transferring the matter to the Sessions Court for expeditious adjudication under Section 372. The Registry was directed to transmit the complete case records forthwith.

§ Section 372, Criminal Procedure Code, 1973

NITINKUMAR DALSUKHRAM OZA (GURJAR) v. VAHIDBHAI YAKUBBHAI SHAIKH & ors.

COURT	DECIDED	CASE NO.	CITATION
Gujarat High Court	24.08.2026	R/CR.A/1451/2013	2026:GUJHC:54211

BENCH
Hemant M. Prachchhak

Work & Employment Issues
Unfair Dismissal / Termination

DELHI HC

Place of employment and termination determines labour court territorial jurisdiction

The dispute. A workman employed at a Gurgaon manufacturing unit was terminated without notice after four years of service. Seeking reinstatement with back wages, he raised an industrial dispute in Delhi on the premise that the employer maintained its registered corporate office there. The Labour Court dismissed the reference for lack of jurisdiction, which the workman challenged before the High Court.

The reasoning. Territorial jurisdiction depends on the situs of employment and termination, not the employer's registered office. Because all employment functions and dismissal occurred in Haryana, Delhi authorities lacked competence to refer the dispute.

For your practice. Employment claims must be filed where work was performed and dismissal occurred, preventing jurisdiction shopping based solely on corporate headquarters.

The order. The High Court dismissed the writ petition, upheld the Labour Court award, and granted the workman liberty to seek remedies before the competent forum in Haryana.

§ Section 20, Code of Civil Procedure, 1908

GHANSHYAM TIWARI vs THE MGMT. OF EASTERN MEDIKIT L

COURT	DECIDED	CASE NO.	CITATION	BENCH
Delhi High Court	24.08.2026	W.P.(C)-3220/2007	2026:DHC:7216	Amit Mahajan

Criminal Issues
Cheque Bounce

CALCUTTA HC

Director liability requires specific averment of being in charge of company business

The dispute. A company director was prosecuted for cheque dishonour after a corporate cheque bounced without any specific allegation linking him to the transaction. The complaint named him solely based on his directorship without detailing his operational role. The director petitioned the High Court under Section 482 of the Code of Criminal Procedure seeking to quash the magistrate court proceedings.

The reasoning. Section 141 demands explicit, cumulative averments that a director was in charge of and responsible for the company's business. Mere directorship cannot attract vicarious criminal liability without specific factual allegations of operational control.

> *The expressions 'was in charge of' and 'was responsible to the Company for the conduct of its business' occurring in Section 141(1) cannot be read disjunctively.*
>
> FROM THE JUDGMENT

For your practice. Complainants must plead specific facts establishing active management at dishonour, while non-executive directors can secure quashing of generic complaints.

The order. The High Court allowed the revision and quashed the criminal proceedings against the petitioner pending before the Judicial Magistrate, Alipore, vacating all interim orders.

§ Section 141, Negotiable Instruments Act, 1881

Sanjeeva Shukla @ Sanjiv Shukla v. Sumit Krishna Rohatgi

COURT	DECIDED	CASE NO.	BENCH
Calcutta High Court	24.08.2026	CRR/2579/2024	Shampa Dutt

Contracts & Business Disputes
Breach, Disputes & Reliefs

DELHI HC

Contractual earnest money is forfeitable on purchaser default without proving actual loss

The dispute. A vendor agreed to sell a residential property for Rs 1.56 crore, receiving Rs 12.50 lakh as earnest money under a forfeiture clause and Rs 5 lakh as part-payment. When the buyer defaulted on paying the balance price, the vendor forfeited the sums. The buyer sued for refund, and the trial court restricted forfeiture to Rs 2.50 lakh, which the vendor challenged in appeal.

The reasoning. Contractual earnest money serves as a performance guarantee and is forfeitable on default without proving loss under Section 74. However, subsequent part-payments lacking an explicit forfeiture clause cannot be retained and must be refunded.

For your practice. Sale agreements must expressly designate earnest money and authorise forfeiture for subsequent instalments to avoid mandatory refund orders under Section 74.

The order. The High Court partly allowed the appeal, upheld the forfeiture of Rs 12,50,000 earnest money, and directed refund of the Rs 5,00,000 part-payment with 6% interest.

§ Section 74, Indian Contract Act, 1872

CHANDRA KANTA MATTA vs SMT LILY KHANNA

COURT	DECIDED	CASE NO.	CITATION	BENCH
Delhi High Court	24.08.2026	RFA-85/2014	2026:DHC:7086	Harish Vaidyanathan

Tort and Personal Injury
Road Accidents

JHARKHAND HC

Functional disability must reflect loss of earning capacity rather than medical percentage

The dispute. A twenty-eight-year-old press correspondent suffered compound fractures and permanent deformity when a police jeep struck his motorcycle in 1995. The collision left him bedridden for three years, substantially impairing his journalistic mobility and earning capacity. The tribunal awarded Rs 9.58 lakh, which the state challenged over driver non-joinder while the claimant cross-objected seeking enhanced compensation.

The reasoning. Functional disability cannot be mechanically equated with medical disability and must reflect actual loss of earning capacity in the claimant's specific vocation. Furthermore, vehicle owners remain vicariously liable regardless of driver non-joinder.

> *The percentage of medical disability cannot be mechanically adopted as the measure of functional disability.*
>
> FROM THE JUDGMENT

For your practice. Claims must establish vocation-specific functional impairment beyond medical certificates, while owners cannot escape vicarious liability through driver non-joinder.

The order. The High Court enhanced compensation to Rs 14.10 lakh with 6% annual interest from the 1995 filing date, directing deposit within eight weeks.

§ Section 166, Motor Vehicles Act, 1988

Superintendent of Police, Dumka, P.O., P.S. and District Dumka ... Versus Bhanu Pratap Singh, son of Baleshwar Narayan Singh, resident of School Para, Dumka, P.O. Dumka, P.S. Dumka (Town), District - Dumka.

COURT	DECIDED	CASE NO.	CITATION	BENCH
Jharkhand High Court	24.08.2026	MA/178/2006	2026:JHHC:25658	M.S. Sonak

Criminal Issues
Immigration & Passport Violations

KARNATAKA HC

Repealed statutes and non-enumerated reporting duties cannot sustain criminal prosecution

The dispute. A homestay operator was arraigned after an American guest alleged she was sedated and sexually assaulted at his plantation estate in April 2026. Police charged him under the Foreigners Act, 1946 and Section 239 BNS for failing to report the incident. The operator filed a criminal petition under Section 528 BNSS before the High Court seeking to quash the FIR and charge-sheet.

The reasoning. Prosecution cannot lie under the Foreigners Act, 1946 following its 2025 repeal, as Article 20(1) bars retroactive criminalisation.

For your practice. Criminal charges invoking repealed statutes or non-existent reporting obligations are void ab initio and subject to immediate threshold quashing under inherent powers.

The order. The High Court allowed the petition, quashed the FIR and charge-sheet against the homestay operator in Crime No. 34 of 2026, and set aside all consequential proceedings.

§ Section 239, Bharatiya Nyaya Sanhita, 2023

PALECANDA PONNAPPA @ VISHAL vs THE STATE OF KARNATAKA

COURT	DECIDED	CASE NO.	BENCH
Karnataka High Court	24.08.2026	CRL.P/9779/2026	M.nagaprasanna

Property & Asset Disputes
Ancestral Property & HUF Partition

DELHI HC

Oral and temporary family settlements do not bar subsequent suits for formal partition

The dispute. Co-heirs occupied separate portions of an inherited residential property under an informal oral arrangement following their mother's death. Following disputes over property access, a co-owner filed a partition suit seeking formal demarcation of shares by metes and bounds. The defendant siblings sought rejection of the plaint under Order VII Rule 11 CPC, asserting that prior compromise decrees had conclusively settled.

The reasoning. An informal oral arrangement does not constitute a legal partition and cannot extinguish the right to seek division by metes and bounds.

For your practice. Family property settlements must be executed through registered deeds with clear metes-and-bounds demarcation to bar subsequent partition suits under Order VII Rule 11.

The order. The High Court dismissed the rejection application and held the partition suit maintainable, listing the matter for framing of issues on 7 October 2026.

§ Order VII, Civil Procedure Code, 1908

SH. RAMESH KUMAR vs SH. KRISHAN LAL KAPOOR & ors.

COURT	DECIDED	CASE NO.	CITATION	BENCH
Delhi High Court	24.08.2026	CS(OS)-372/2019	2026:DHC:7221	Subramonium Prasad

Property & Asset Disputes
Land/Property Acquisition Compensation & Rehabilitation

GUJARAT HC

Interest on excess land compensation runs from the award date not temporary possession

The dispute. An enterprise took temporary possession of land in 1986 and initiated permanent acquisition in 1997. The Reference Court enhanced compensation to Rs 343.80 per square metre and awarded interest retrospectively from the 1986 possession date. The enterprise appealed, challenging the valuation method and the award of interest from temporary possession.

The reasoning. Interest under Section 28 accrues strictly from the award date or permanent possession, not temporary occupation. Furthermore, determining market value by applying standard appreciation to an adjoining village's award satisfies valuation parity.

For your practice. Section 28 interest must run from permanent acquisition dates, shielding acquiring bodies from interest claims for preceding temporary occupation.

The order. The High Court confirmed additional compensation of Rs 330.80 per square metre, modified Section 28 interest to run from 2 May 2000, and directed deposit within eight weeks.

§ Section 28, Land Acquisition Act, 1894

The Group General Manager, ONGC v. Bhanuji Rupaji Vaghela & ors.

COURT	DECIDED	CASE NO.	CITATION	BENCH
Gujarat High Court	24.08.2026	R/FA/2172/2014	2026:GUJHC:54236	J. C. Doshi



Work & Employment Issues
Regularization of Contractual Employees

UTTARAKHAND HC

Contractual employees meeting tenure rules cannot be forcibly shifted to outsourcing agencies

The dispute. A library employee served continuously on contract in the Advocate General's Office from 2007 on a regular pay scale. In 2023, the department directed her to enrol with a private outsourcing agency or face immediate termination. The employee filed a writ petition before the High Court challenging the outsourcing directive and seeking regularisation under state service rules.

The reasoning. Contractual workers completing ten years of continuous service before the statutory cut-off are entitled to regularisation under applicable rules. Compelling such employees into outsourcing arrangements without statutory authority is arbitrary and unlawful.

For your practice. Departments cannot circumvent regularisation entitlements of long-serving contractual employees by compulsorily transferring them to third-party manpower agencies.

The order. The High Court quashed the outsourcing order and notice dated October 2023. The Advocate General was directed to consider regularising the petitioner in a Class-III post within two months.

§ **Uttarakhand Advocate General Office Establishment (Service of Employees) Rules, 2013 (as amended 2025)**

Poonam Bahuguna v. State of Uttarakhand & ors.

COURT	DECIDED	CASE NO.	CITATION	BENCH
Uttarakhand High Court	24.08.2026	WPSS/2121/2023	2026:UHC:7668	Pankaj Purohit

Contracts & Business Disputes
Payment & Recovery Issues

DELHI HC

Service at registered office is valid though ex-parte decrees may be conditionally set aside

The dispute. A supplier sued an engineering company for Rs 58,35,390 towards unpaid commercial invoices. Although the court directed multi-modal service, summons was served solely by a process server at the company's registered office, culminating in an ex-parte decree. The Commercial Court dismissed the company's Order IX Rule 13 application to recall the decree, which the company appealed under Order XLIII Rule 1(d) CPC.

The reasoning. Process server delivery at a registered office constitutes valid service under the Code of Civil Procedure. Nevertheless, courts may conditionally set aside an ex-parte decree to allow adjudication on the merits where only a single mode was effected.

For your practice. Defendants facing ex-parte decrees from single-mode service can obtain conditional recall through security deposits.

The order. The High Court set aside the ex-parte decree, directing the appellant to deposit Rs 25,00,000 and pay Rs 1,00,000 costs within four weeks, while filing its written statement within 30 days.

§ Order IX Rule 13, Code of Civil Procedure, 1908

MULTITEX FILTRATION ENGINEERS LTD vs JOHNSON CONTROLS INDIA PVT LTD

COURT	DECIDED	CASE NO.	CITATION
Delhi High Court	24.08.2026	FAO (COMM)-252/2026	2026:DHC:7162-DB

BENCH
Prathiba M. Singh

Insurance Law & Claims
Goods, Home, Fire & Other Insurance Claims

GUJARAT HC

Insurers are not liable for compensation interest when liability policies expressly exclude it

The dispute. An insurer issued an employer-liability policy containing an express exclusion for statutory interest and penalties. Following a fatal workplace accident, the Labour Court awarded compensation and directed the insurer to pay nine percent annual interest. The insurer filed a first appeal before the High Court challenging the direction to pay interest on the compensation award.

The reasoning. Insurance contracts must be construed strictly by their terms, and clear exclusion clauses defeat any implied statutory interest liability. Without separate coverage purchased for interest, statutory interest obligations rest entirely upon the employer.

> *Thus, evidently, the appellant-Insurance Company is not liable to pay any interest on the amount of compensation.*
>
> FROM THE JUDGMENT

For your practice. Employers seeking full indemnification against compensation claims must secure specific riders, as standard exclusion clauses shield insurers from statutory interest.

The order. The High Court modified the award, holding the insurer liable only for principal compensation of Rs. 5,34,504. The employer was directed to pay nine percent interest from 20 August 2015, with excess deposits refunded.

§ **Section 30, Employees' Compensation Act, 1923**

ORIENTAL INSURANCE COMPANY LTD Versus PURNA JAYRAM ALIAS JAYSINH SUNAR & ors.

COURT	DECIDED	CASE NO.	CITATION	BENCH
Gujarat High Court	24.08.2026	R/FA/2228/2017	2026:GUJHC:54322	J. C. Doshi



Banking Law, Debt & Money Matters
Formal/Informal Loans & Private Lending

DELHI HC

Admitted signatures on promissory notes establish validity despite variations in handwriting

The dispute. A lender sued borrowers to recover two Rs 50,000 loans secured by separate promissory notes witnessed by the borrower's wife. The borrowers resisted recovery, claiming the blank signed notes were delivered to a third party and subsequently forged. The trial court decreed the suit after holding the notes genuine, which the borrowers challenged in a first appeal under Section 96 CPC.

The reasoning. Admitting signatures triggers the statutory presumption of consideration under Section 118, placing the burden of proving forgery on the executant.

> *The defence advanced by the Appellants falls far short of the standard required to rebut the statutory presumption operating in favour of the Respondent.*
>
> FROM THE JUDGMENT

For your practice. Defending against negotiable instruments with admitted signatures requires affirmative proof of fraud or witness examination rather than reliance on handwriting variations.

The order. The High Court dismissed the appeal and affirmed the trial court's decree upholding the validity of the promissory notes, with no order as to costs.

§ **Section 118, Negotiable Instruments Act, 1881**

NAND LAL & ors. vs RAM CHAND

COURT	DECIDED	CASE NO.	CITATION	BENCH
Delhi High Court	24.08.2026	RFA-458/2009	2026:DHC:7087	Harish Vaidyanathan

Tribunals

1 judgment in this edition

KEEP SWIPING →

Insurance Law & Claims
Goods, Home, Fire & Other Insurance Claims

NCDRC

Disclosed third-party stock creates valid insurable interest barring fire claim repudiation

The dispute. A spinning mill obtained a fire insurance policy covering cotton bales stored in its godown that belonged to sister concerns. A lightning strike triggered a fire destroying the stocks, but the insurer repudiated the resulting claim for lack of title. The insured mill filed a consumer complaint before the NCDRC challenging the insurer's repudiation letter and seeking indemnification with interest.

The reasoning. The NCDRC held that insurable interest extends beyond legal title when third-party ownership is disclosed at underwriting. Surveyor reports and contemporaneous records sufficiently establish the insured peril without requiring an electricity board certificate.

For your practice. Insurers cannot reject fire claims for lack of ownership where third-party interest was disclosed at underwriting, protecting warehousing entities and group companies.

The order. The NCDRC directed the insurer to pay Rs. 1,02,47,896 with 8% per annum interest from 08.11.2015 within 60 days, defaulting to 10% interest, plus Rs. 50,000 costs.

§ Section 64, Insurance Act, 1938

JAYAARUN SPINNING MILLS PVT. LTD. & ors. vs ORIENTAL INSURANCE CO. LTD. & ors.

COURT
National Consumer Disputes Redressal Commission

DECIDED
24.08.2026

CASE NO.
NC/CC/543/2018

BENCH
AVM Jonnalagadda Rajendra, Avsm, Vsm, Anoop Kumar Mendiratta

Also decided today

§ Section 227, Code of Criminal Procedure, 1973 — MADRAS HC

Prima facie evidence under the UAPA precludes discharge under ordinary criminal procedure

Sections 17 and 18 of the UAPA operate as standalone offences that do not require proof of a terrorist act under Section 15. Moreover, the retrospective timing of a formal ban cannot immunise prior conduct aimed at furthering a terrorist agenda.

CRL A.576/2026 · 24.08.2026

§ Section 52A, Narcotic Drugs and Psychotropic Substances Act, 1985 — GAUHATI HC

Failing to inventory and seal contraband before a magistrate vitiates narcotics convictions

Compliance with Section 52A of the NDPS Act is mandatory, requiring contemporaneous inventory preparation and sample sealing in a magistrate's presence to preserve chain of custody.

CrI.A./144/2026 · 2026:GAU-AS:12128 · 24.08.2026

§ Section 149, Motor Vehicles Act, 1988 — JHARKHAND HC

Insurers disputing motor accident claims bear the sole burden of establishing policy breaches

The onus of establishing a fundamental breach of insurance terms, including driver licensing defects, rests entirely upon the insurer.

MA/328/2015 · 2026:JHHC:25508 · 24.08.2026

Also decided, continued

§ Block Education Officer (Group-B Gazetted) Recruitment Rules, 2017 — GAUHATI HC

Statutory recruitment rules permit cadre regularisation without promotion committee approval

Rule 10 of the BEO Recruitment Rules, 2017 carves out an initial cadre constitution through regularisation of serving officers, distinct from regular promotions under Rule 11.

WP(C)/213/2025 · 2026:GAU-AP:826 · 24.08.2026

§ Co-operative Societies Act, 1912 — DELHI HC

Cooperative administrators cannot be appointed before elections without prior court approval

Statutory powers to appoint cooperative administrators are not unfettered and cannot be exercised immediately prior to elections.

W.P.(C)-11370/2026 · 2026:DHC:7168-DB · 24.08.2026

§ Consumer Protection Act, 2019 — PUNJAB AND HARYANA HC

Supervisory writ jurisdiction cannot be used to re-evaluate factual findings of consumer forums

High Courts exercising supervisory powers under Article 226 cannot function as appellate courts to re-appreciate evidence or overturn concurrent findings of consumer tribunals.

CWP/21087/2026 · 24.08.2026

Also decided, continued

§ Section 10(37), Income-tax Act, 1961 ITAT

Interest awarded on compulsory land acquisition compensation is exempt from income tax

Interest awarded under Section 28 of the Land Acquisition Act forms an integral part of enhanced compensation, qualifying for explicit exemption under Section 10(37) of the Income-Tax Act.

ITA No.6397/Del/2026 · 24.08.2026

§ Section 21(b), Consumer Protection Act, 1986 NCDRC

Policy assignment to a secured lender absolves the insurer of service deficiency

A valid statutory assignment transfers all policy rights to the secured creditor, leaving the insurer bound to follow the assignee's surrender directions without requiring the borrower's independent consent.

NC/RP/3591/2016 · 24.08.2026

§ Section 13(c), Consumer Protection Act, 1986 SCDRC

Technical defects in goods require mandatory laboratory testing rather than visual photographs

When alleged product defects cannot be determined visually, Section 13(c) mandatorily requires consumer forums to obtain and refer sealed samples to an accredited laboratory.

SC/5/A/396/2019 · 24.08.2026

By recognising a cheque dishonour complainant as a victim entitled to appeal an acquittal under Section 372 of the CrPC, has the Gujarat High Court simplified appellate recourse for commercial payees? How will this shift impact the caseload and proceedings before Sessions Courts across the country?

23 judgments **1** Supreme Court **18** High Courts **4** Tribunals

Every judgment here, analysed in full.

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

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