Cassie

WEDNESDAY
9 SEPTEMBER 2026

DAILY

Court Digest

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

IN TODAY'S DIGEST

- SARFAESI Auction | As-is clause cannot hide statutory dues : Delhi HC
- Defamation | Interim injunction barred if truth pleaded : Calcutta HC
- Child Custody | Child under five ordinarily with mother : Jharkhand HC
- S.111(g) TPA | Denial of landlord title forfeits tenancy : Delhi HC
- Maintenance Act | Cannot evict estranged daughter-in-law : P&H HC

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Supreme Court

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Contracts & Business Disputes
Arbitration Agreements, Proceedings & Enforcement

SUPREME COURT

Writ courts cannot constrain an arbitral tribunal's jurisdiction to decide excepted matters

The dispute. The Union of India terminated a railway contract awarded to GVV Constructions under standard conditions. Challenging this action, the contractor sought arbitration, while the Railways claimed that termination disputes constituted excepted matters outside arbitral scope. The High Court Division Bench directed the tribunal to decide claims strictly per contractual terms, prompting GVV to appeal to the Supreme Court.

The reasoning. Whether a contract termination dispute constitutes an excepted matter is a jurisdictional question committed to the arbitral tribunal under Section 16.

For your practice. Parties facing writ court interference can invoke kompetenz-kompetenz to preserve the arbitral tribunal's exclusive authority over excepted-matters clauses in public contracts.

The order. The Supreme Court disposed of the appeal, clarifying that the High Court's observations shall not impede the arbitral tribunal from deciding the termination dispute. The Court expressed no opinion on merits and awarded no costs.

§ Section 16, Arbitration and Conciliation Act, 1996

MS GVV CONSTRUCTIONS PVT LTD MANAGING DIRECTOR vs THE UNION OF INDIA

COURT	DECIDED	CASE NO.	CITATION
Supreme Court of India	08.09.2026	C.A. No.-012525-012525 - 2026	2026 INSC 976

BENCH
Pamidighantam Sri Narasimha, Alok Aradhe

High Courts

7 judgments in this edition

KEEP SWIPING >>>

Contracts & Business Disputes

CALCUTTA HC

Interim Injunction in Defamation Requires Certainty Defence of Truth Will Fail

> *Until it is clear that an alleged libel is untrue, it is not clear that any right at all has been infringed.*
>
> FROM THE JUDGMENT

For your practice. Trial courts must now record a categorical, positive finding that the truth defence is bound to fail before granting any interim restraint in defamation cases. Vague injunction terms like 'third parties not directly involved' are legally defective. Communications in the nature of legal notices referencing parallel statutory proceedings receive heightened protection.

The order. Appeal allowed on contest. Impugned order dated April 4, 2026 (Order No. 5) in Title Suit No. 603 of 2026 set aside. Condonation of 38-day delay allowed without costs (CAN 1 of 2026). CAN 2 of 2026 disposed of. All observations tentative and not to influence trial of main suit. No order as to costs.

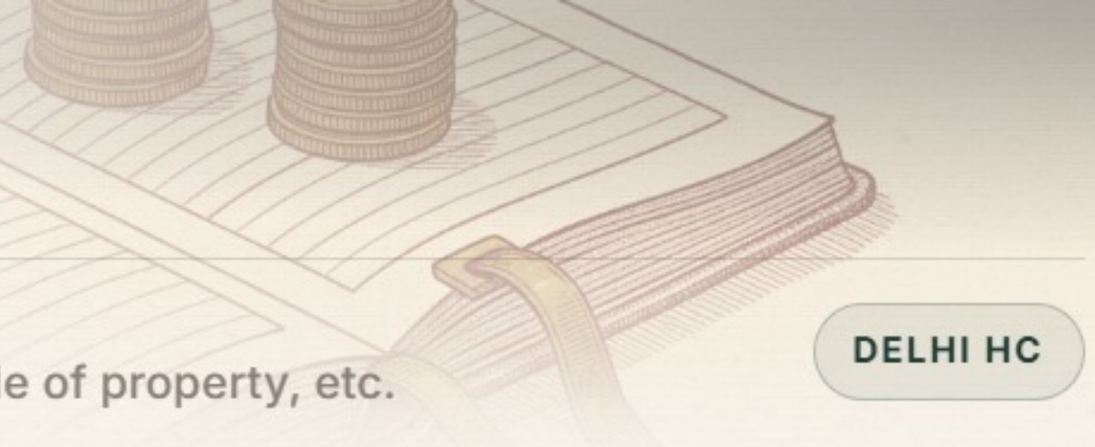
§ **Bonnard Principle (Common Law principle adopted in Indian defamation jurisprudence)**

Anil Kaushik and Anr. vs. Sourabh Khemani

COURT	DECIDED	CASE NO.	CITATION
Calcutta High Court	07.09.2026	FMAT/220/2026	2026:CHC-AS:1434-DB

BENCH

Sabyasachi Bhattacharyya, Sandip Kumar De



Banking Law, Debt & Money Matters
SARFAESI, Mortgage Suits, Lien, Attachment and Sale of property, etc.

DELHI HC

Generic as-is auction clauses cannot shield secured creditors from undisclosed statutory dues

The dispute. The petitioner purchased four industrial plots for Rs 8.01 crore in a SARFAESI auction conducted by Indian Bank. When the buyer sought conveyance deeds, the development authority demanded unearned increase charges of Rs 2.25 crore that the bank had suppressed. When the bank disclaimed liability under the auction's as-is clause, the purchaser approached the High Court seeking conveyance and payment directions.

The reasoning. A generic as-is clause cannot override the secured creditor's statutory duty to disclose known material encumbrances in the sale notice.

For your practice. Auction purchasers can enforce statutory disclosure duties against lenders for hidden leasehold dues.

The order. The High Court directed Indian Bank to pay the unearned increase demanded by the development authority within four weeks.

§ **Section 13(6), Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002; Rules 8(7)(a), 8(7)(f), 9(9), 9(10), Security Interest (Enforcement) Rules, 2002**

JAISHREE INDUSTRIES LTD. vs DELHI DEVLOPMENT AUTHORITY AND ANR.

COURT	DECIDED	CASE NO.	CITATION	BENCH
Delhi High Court	08.09.2026	W.P.(C)-10860/2017	2026:DHC:7673	Jasmeet Singh

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

DELHI HC

Unregistered agreements to sell are admissible for specific performance despite stamp deficits

The dispute. The appellants purchased a commercial shop under an unregistered agreement to sell, paid full consideration, and leased the premises back to the vendor. After the vendor defaulted on rent and disputed their title, the buyers sued for specific performance and possession. The trial court rejected the plaint for non-registration and stamp deficiency under Order VII Rule 11(d), which the buyers appealed.

The reasoning. The High Court held that an unregistered agreement to sell is admissible for specific performance under the Section 49 proviso of the Registration Act.

For your practice. Lawyers can now confidently file specific performance suits on unregistered agreements with possession - no O. VII R. 11(d) bar. Stamp deficiency is a curable defect payable in court, not a jurisdictional flaw. Budget for 90% conveyance duty + 10x penalty upfront; advise clients on Collector refund route for penalty mitigation.

The order. Appeal allowed. Suit restored and remanded to LDJ. Appellants to deposit deficit stamp duty and penalty. On deposit, ATS admitted in evidence. Matter forwarded to Collector for penalty refund determination under S. 40 Stamp Act.

§ Section 53-A, Transfer of Property Act, 1882

DHARMENDRA SINGH & ors. vs FAZLU REHMAN

COURT	DECIDED	CASE NO.	CITATION
Delhi High Court	08.09.2026	RFA(COMM)-134/2023	2026:DHC:7603-DB

BENCH
Anil Kshetarpal

Relationships & Family Matters

JHARKHAND HC

Interim Custody of Minor Girl Under Five Ordinarily With Mother

> *The statutory mandate is required to be taken into account in exercise of the power conferred under Section 12 of the Guardians and Wards Act, 1890.*
>
> FROM THE JUDGMENT

For your practice. Reaffirms Section 6(a) HMGA as binding starting point for under-five custody. Trial courts cannot substitute visitation for interim custody prayer without reasoning. Pendency of main suit does not oust Section 12 jurisdiction. Lawyers must frame interim custody prayers specifically under Section 12 read with Sections 6(a)/13 HMGA and challenge non-speaking orders as perverse.

The order. Appeal allowed. Family Court order dated 27.11.2025 quashed. Interim custody of daughter granted to mother.

§ Section 12, Guardians and Wards Act, 1890

Dr. Sangeeta Vishwakarma @ Sangeeta Vishwakarma v. Rahul Ranjan

COURT	DECIDED	CASE NO.	CITATION
Jharkhand High Court	07.09.2026	FA/335/2026	2026:JHHC:26921-DB

BENCH

Sujit Narayan Prasad, Sanjay Prasad

Intellectual Property (IP) Law
Criminal Proceedings for Breach/Infringement of IP

GUJARAT HC

Commercial hardware accessories and functional labels do not constitute artistic works

The dispute. An intellectual property firm representing Apple lodged a criminal complaint against an Ahmedabad retailer for selling counterfeit mobile accessories. The police raided the shop and seized fourteen categories of hardware and stickers valued at over fifteen lakh rupees. The shopkeeper petitioned the Gujarat High Court under Section 482 of the Criminal Procedure Code to quash the criminal proceedings.

The reasoning. Commercial hardware and functional labels lack artistic originality, falling under trademark rather than copyright law. The search was void ab initio because police bypassed mandatory safeguards requiring the Registrar's opinion and a deputy superintendent.

For your practice. Defence counsel can quash copyright FIRs at the threshold when brand owners bypass mandatory statutory safeguards governing trademark search and seizure.

The order. The High Court allowed the petition and quashed the FIR and all consequential proceedings arising from the seizure of goods valued at Rs 15,11,193. The rule was made absolute and direct service was permitted.

§ Section 63, Copyright Act, 1957; Section 115(4), Trade Marks Act, 1999

Jitendrabhai Mohanbhai Kriplani v. State of Gujarat & ors.

COURT	DECIDED	CASE NO.	CITATION	BENCH
Gujarat High Court	07.09.2026	R/CR.MA/21846/2022	2026:GUJHC:56318	P. M. Raval

Government & Public Body Interactions

PUNJAB AND HARYANA HC

Regional Officer Cannot Refuse Certification Sans Delegation

> *The impugned orders, therefore, came to be passed by an authority lacking the competence to do so.*
>
> FROM THE JUDGMENT

For your practice. Lawyers must verify delegation orders before accepting CBFC refusal orders. Regional Officers can only issue provisional certificates under S.7B(2). Final refusal requires Board or Chairperson decision. Recommendatory committees cannot substitute decision-making. Delay of four months under priority scheme deprecated. Fresh process now time-bound.

The order. Appeal disposed of. Impugned orders dated 26.05.2026 and 14.07.2026 withdrawn. Matter to be considered afresh by Chairperson, CBFC (competent authority per delegation order 29.08.2026). Reasonable opportunity of hearing mandated before any order. Committee reports and records to be supplied to appellant (member names protected under Rule 23(6)). Examining Committee to be constituted by 10.09.2026. Certification process to proceed under Rule 37 read with Rule 33(2) of Cinematograph (Certification) Rules, 2024. Pending miscellaneous applications disposed of.

§ Section 7B, Cinematograph Act, 1952

GURKARAN SINGH DHALIWAL vs CENTRAL BOARD OF FILM CERTIFICATION & ors.

COURT	DECIDED	CASE NO.	BENCH
Punjab and Haryana High Court	07.09.2026	FAO/4033/2026	Harkesh Manuj

Property & Asset Disputes

PUNJAB AND HARYANA HC

Cannot Evict Estranged Daughter-In-Law From Shared Household

> *The underlying objective of the Act of 2007 is to uphold the obligation of children and relatives to provide for senior citizens, but the provisions of the statute cannot be pressed into service for the adjudication of matrimonial or property disputes.*
>
> FROM THE JUDGMENT

For your practice. Lawyers filing eviction petitions under the 2007 Act for senior citizens must now ensure the petition is not a proxy for a son's matrimonial strategy. Courts will scrutinize selective targeting of one child, parallel proceedings by the daughter-in-law, and whether rent arrears were raised before the Maintenance Tribunal. The daughter-in-law's shared household right under S. Vanitha acts as a substantive barrier.

The order. The Division Bench dismissed the Letters Patent Appeal (LPA-2464-2026) as lacking merit, upholding the Single Judge's order dated 20.04.2026. The Court refrained from imposing heavy costs due to the appellant's advanced age. Pending miscellaneous applications were disposed of. No monetary relief or compliance deadlines were ordered.

§ Maintenance and Welfare of Parents and Senior Citizens Act, 2007

ANURADHA BANSAL vs DISTRICT MAGISTRATE & ors.

COURT	DECIDED	CASE NO.	BENCH
Punjab and Haryana High Court	07.09.2026	LPA/2464/2026	Suvir Sehgal, Rajesh Gaur

Tribunals

2 judgments in this edition

KEEP SWIPING →



Consumer & Service Problems

SCDRC

Consumer forums cannot issue non-bailable arrest warrants in civil execution proceedings

The dispute. A depositor sought execution against company directors to enforce an award directing refund of thirty-two thousand rupees with interest. The application combined prayers for civil property attachment with penal demands for imprisonment. The District Forum issued non-bailable arrest warrants, which one director challenged in appeal before the West Bengal SCDRC.

The reasoning. Section 25 is purely civil, authorising property attachment and Collector recovery certificates without any power of arrest.

> *Therefore, considering the nature and circumstances of the execution case this Commission is of opinion that issuing non-bailable warrant of arrest amounts to miscarriage of justice.*
>
> FROM THE JUDGMENT

For your practice. Counsel should file separate proceedings for civil recovery and penal prosecution, resisting arrest warrants issued without prior summons or recorded reasons.

The order. The SCDRC partly allowed the appeal without costs and set aside the order issuing non-bailable warrants. The matter was remitted to the District Commission to proceed afresh in accordance with law after hearing both parties.

§ Section 25, Consumer Protection Act, 1986

Mr. Biswajit Paul vs Smt. Afsari Bano & ors.

COURT
State Consumer Disputes Redressal Commission

DECIDED
07.09.2026

CASE NO.
SC/19/A/1013/2018

BENCH
Rajes Guha Ray, Santanu Saha

Competition Law
Abuse of Dominant Position, Exclusive Supply, Distribution, etc.

CCI

Supervening statutory bans justify closing antitrust inquiries when no lawful remedy survives

The dispute. Winzo Games alleged that Google abused its market dominance by restricting its Play Store pilot programme exclusively to fantasy sports and rummy applications. The Competition Commission ordered an investigation and considered commitments before closing the inquiry following a statutory ban.

The reasoning. The Commission held that a supervening statute banning real-money gaming abolished the relevant market, leaving no surviving lawful remedy.

For your practice. Shows CCI will close even advanced inquiries when supervening legislation eliminates the relevant market. Commitment offers must remain legally implementable; mandatory statutory compliance cannot be a negotiated remedy. Section 26(1) directions are recallable without merits determination. Informant withdrawal not binding but reinforces closure where market-wide ban exists.

The order. CCI recalled its prima facie order dated 28.11.2024 under Section 26(1) and closed the inquiry. No penalty, no compensation, no behavioral remedies. Closure based on: Online Gaming Act 2025 (assented 22.08.2025, in force 01.05.2026) prohibits all RMGs via Sections 5, 6, 7; Second Revised Commitment Application unimplementable; Pilot Program and RMG ads discontinued Jan 2026; Informant sought withdrawal 25.08.2026. Commission reserves right to act if Online Gaming Act provisions are stayed/struck down. All pending IAs disposed of. Confidentiality granted for 3 years under Regulation 36.

§ **Section 26(1), Competition Act, 2002**

Winzo Games Private Limited vs Google Llc

COURT
Competition Commission of India

DECIDED
08.09.2026

CASE NO.
Case No. 42 of 2022

BENCH
Ravneet Kaur, Sweta Kakkad, Deepak Anurag

Also decided today

§ Section 7(5), Arbitration and Conciliation Act, 1996 SUPREME COURT

Deeming clauses in loan agreements incorporate arbitration terms into personal guarantees

Deeming facility agreements part of the loan contract as if set out in extension creates structural integration. Under Section 7(5), this composite transaction incorporates the loan arbitration clause into the personal guarantee, binding the guarantor.

C.A. No.-012526-012526 - 2026 · 2026:INSC:977 · 08.09.2026

§ Section 105, Right to Fair Compensation and Transparency in Land Acquisition, ... SUPREME COURT

Pre-2015 highway acquisition awards must compute solatium and interest under the 1894 Act

The initial award date by the competent authority governs the applicable statutory regime rather than subsequent arbitral proceedings. As the 2013 Act extended to highway acquisitions only from 1 January 2015, pre-2015 awards remain governed by the 1894 Act.

C.A. No.-012587-012587 - 2026 · 2026 INSC 973 · 08.09.2026

§ Regulation 5(i), Punjab School Education Board (Employees' Pension, Provident... SUPREME COURT

Pre-regularisation contractual service counts as qualifying service for old pension schemes

The Court held that substance prevails over nomenclature, treating employees regularised under an adopted policy as continuous staff entitled to count pre-regularisation service.

C.A. No.-006865-006865 - 2022 · 2026 INSC 965 · 08.09.2026

Also decided, continued

§ Section 34, Indian Penal Code, 1860; Section 149, Indian Penal Code, 1860 SUPREME COURT

Armed presence in an unlawful assembly establishes common intention without firing any shot

The Court held that armed presence in an unlawful assembly establishes common intention without inflicting the fatal injury.

Crl.A. No.-001303-001305 - 2022 · 2026 INSC 972 · 08.09.2026

§ Section 406, Indian Penal Code, 1860; Section 409, Indian Penal Code, 1860; Sect... CALCUTTA HC

Pre-chargesheet deposit of provident fund dues negates mens rea for criminal breach of trust

Voluntary full restitution of provident fund dues before the chargesheet negates mens rea for criminal breach of trust. Where statutory dues are recovered and the enterprise has closed, continuing prosecution constitutes an abuse of process.

CRR/2767/2017 · 08.09.2026

§ Section 135, Electricity Act, 2003 PUNJAB AND HARYANA HC

Dismissal based solely on criminal conviction falls once the employee is acquitted

The Court held that a dismissal founded exclusively on a criminal conviction cannot survive once that conviction is overturned on appeal.

CWP/1087/2024 · 08.09.2026

Also decided, continued

§ Section 19, Hindu Marriage Act, 1955 DELHI HC

Last resided together refers exclusively to the spouses' final place of joint residence

The phrase last resided together under Section 19(iii) makes the final place of joint cohabitation determinative. An earlier matrimonial home cannot confer jurisdiction when displaced by a subsequent joint residence in another territory.

MAT.APP.(F.C.)-285/2026 · 2026:DHC:7518-DB · 07.09.2026

§ Section 7, Arbitration and Conciliation Act, 1996 BOMBAY HC

Terse arbitration clauses lacking detailed procedure are valid if commercial intent is clear

An arbitration agreement does not fail for brevity where commercial intention to arbitrate is clear and lacks conditional qualifiers.

CARAPL/23526/2026 · 2026:BHC-OS:19813 · 07.09.2026

§ Section 11, Arbitration and Conciliation Act, 1996 BOMBAY HC

Mortgagors discharging loan debt cannot invoke the lender's arbitration clause by subrogation

Discharging a debtor's liability confers equitable reimbursement claims rather than automatic transmission of procedural arbitration rights.

CARAPL/21172/2026 · 2026:BHC-OS:19812 · 07.09.2026

Also decided, continued

§ Section 20(3), Minimum Wages Act, 1948

DELHI HC

Compensation for unpaid overtime claims cannot exceed the statutory ceiling of ten rupees

The Court held that Section 20(3)(ii) expressly caps compensation at ten rupees for claims other than minimum wage deficiency.

CW - 4885/2017 · 2026:DHC:7621 · 08.09.2026

§ Section 63 and 68, Electricity Act, 2003

GUJARAT HC

Electricity Board Liable For Electrocution Despite Third-Party Theft

Reaffirms electricity supplier's non-delegable strict liability for electrocution deaths even from unauthorized tapping. Trial courts cannot fasten liability on property owners based on proximity presumptions when official reports name 'unknown person'. Criminal acquittal carries persuasive weight in civil tort.

R/FA/2043/2011 · 2026:GUJHC:56316-DB · 07.09.2026

§ Section 111(g), Transfer of Property Act, 1882

DELHI HC

Tenant's Repudiation of Title Forfeits Lease & Rent Act Protection

Lawyers must now advise tenants that any clear assertion of ownership - even in written statements or pre-litigation replies - triggers forfeiture under Section 111(g) TPA, stripping Rent Control and Slum Areas Act protection. Landlords can pursue civil ejectment without Rent Controller permission once repudiation is established.

RSA-126/2026 · 2026:DHC:7580 · 07.09.2026

Also decided, continued

§ Section 96, Code of Civil Procedure, 1908 DELHI HC

Acquittal Alone Insufficient Without Proof of Malice and Absence of Reasonable Cause

Clarifies that reasonable cause is judged at time of FIR filing, not by trial outcome. Lawyers must prove malice and lack of probable cause with evidence beyond acquittal. General damages claims require proof of injury and causation, not mere assertions.

CMI-18/2026 · 2026:DHC:7577 · 07.09.2026

§ Jharkhand Building (Lease, Rent and Eviction) Control Act JHARKHAND HC

Mortgagee Cannot Evict Tenants Solely on Auction Sale

Clarifies that rent control protections survive mortgagee auction. Lawyers must ensure mortgagee-clients understand possession brings statutory duties, not arbitrary eviction power. Tenant counsel can now cite this precedent to quash notices relying solely on sale. Rent payment to mortgagee in possession is mandatory to avoid creating a valid statutory ground for eviction.

WPC/3104/2017 · 2026:JHHC:26876 · 07.09.2026

Also decided, continued

§ Section 301, Indian Penal Code, 1860 — ORISSA HC

Transferred Malice Does Not Elevate Culpable Homicide to Murder

Clarifies that Section 301 is a rule of attribution only - the culpability level is determined by the intention toward the intended victim. Lawyers must now argue the mens rea for the primary target first; transferred malice cannot convert culpable homicide into murder. Also reinforces tolerance for minor discrepancies in rural witness testimony and the related vs interested witness distinction.

JCRLA/31/2010 · 2026:OHC:106-DB · 08.09.2026

§ Section 528, Bharatiya Nagarik Suraksha Sanhita, 2023 — MEGHALAYA HC

POCSO Quashed Where Adolescent Couple Married, Have Child

Establishes binding framework for consent-based POCSO quashing in Meghalaya: mandatory LSA verification, victim affidavit, police report on cohabitation, 8-week scheme-benefit delivery deadline, fixed deposit for compensation until age 25, judicial monitoring. Matrilineal customs now a formal judicial consideration. Lawyers must document each Wahlang step before filing.

Crl.Petn./40/2026 · 2026:MLHC:992 · 08.09.2026

§ Section 69, Consumer Protection Act, 2019 — SCDRC

Limitation for possession delay runs from the offer of possession not actual handover

The Delhi SCDRC held that limitation for possession delay runs from the offer of possession when the buyer pays demands without written protest.

SC/7/CC/273/2020 · 07.09.2026

The Supreme Court held that a personal guarantor is bound by the principal loan agreement's arbitration clause where composite financing documents deem the guarantee an integral part of the facility. As multi-party commercial lending grows more complex, will treating structural integration as deemed consent streamline debt recovery, or will it risk drawing individual guarantors into arbitration without an explicit agreement to submit their personal liability to a private tribunal?

27 judgments **5** Supreme Court **19** High Courts **3** Tribunals

Every judgment here, analysed in full.

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

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