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LEGAL UPDATES

March 2026

SECTOR WISE LEGAL UPDATES &
JUDGEMENTS

TABLE OF CONTENTS

ARBITRATION LAW

- **Nagaraj V. Mylandla vs. PI Opportunities Fund-I and others Etc.**
- **M/S Bharat Udyog Ltd. (Formerly Known As M/S Jai Hind Contractors Pvt. Ltd. Vs. Ambernath Municipal Council Through Commissioner & Anr.**
- **Municipal Corporation of Greater Mumbai v. R.V. Anderson Associates Ltd.**
- **SARR Freights Corporation & Anr. v. Argo Coral Maritime Ltd.**

COMPETITION LAW

- **Tamil Nadu Power Producer Association (TNPPA) v. Chettinad International Coal Terminal Private Limited (CICTPL)**
- **Apaar Infratech Pvt. Ltd. v. Competition Commission of India & Ors.**
- **Re: Allcargo Logistics Limited – Gun Jumping Proceedings**
- **Flipkart India Private Limited & Anr. v. Competition Commission of India & Ors**
- **Matrix Info Systems v. Intel Corporation, Competition Commission of India.**
- **Manoj K. Sheth vs. Competition Commission of India & National Stock Exchange of India**
- **Kartikey Rawal v. InterGlove Aviation Limited**
- **Kannadiputhur Sundararaman Suresh v. Interglobe Aviation Limited**
- **Mr. Vedansh Pandey v. Roppen Transportation Services Private Limited**

CONSTITUTIONAL LAWS

- **Harish Rana v. Union of India & Ors.**
- **Union of India & Others v. Rohith Nathan & Another**
- **Chinthada Anand v. State of Andhra Pradesh**
- **Manohar Lal V. Commissioner of Police and Ors.**

CONSUMER LAW

- **Procure Logistics Services Pvt. Ltd. vs Axis Bank Ltd.**
- **Sant Rohidas Leather Industries & Ors. vs Vijaya Bank**
- **Omaxe Ltd. vs Shyama Yadav & Another**
- **Meta Platforms, Inc. vs Union of India & Another**
- **R.K. Sharma vs Oriental Insurance Co. Ltd. Through Regional Manager & Ors.**

CONTRACT LAW

- **Union of India v. M/s G.D. Tewari & Co.**
- **ERA Infra Engineering Limited v. National Highways Authority of India & Anr.**
- **M/s Bharat Udyog Ltd. v. Ambernath Municipal Council**
- **Pradeep Batra v. Kuldip Singh Verma**

CRIMINAL LAW

- **Harish Rana V. Union of India & Ors.**
- **Dablu & Ors. V. State Of Madhya Pradesh**
- **Dr. Sushil Kumar Purbey & Anr. V. State of Bihar & Ors.**
- **Chinthada Anand V. State Of Andhra Pradesh**

IBC LAW

- **Ujaas Energy Ltd. v. West Bengal Power Development Corporation Ltd.**
- **Mehsana Urban Co-operative Bank Ltd. v. Swastik Ceracon Ltd.**
- **Lamba Exports Pvt. Ltd. v. Dhir Global Industries Pvt. Ltd.**
- **Central Transmission Utility of India Ltd. v. Sumit Binani & Ors.**
- **Income Tax Officer v. Solar Voltaic Power LLP**

LABOUR LAW

- **Hemant Walu Deshmukh and Ors vs Vasantrao Naik Vimukta Jatis and Nomadic Tribes Development Corporation and Anr.**
- **Lata Suresh Usulkar vs Barati Vidyapeeth Ladies Hostel**
- **Rahul Pandey vs Badarpur Service Station**
- **Mohd. Ansari & Ors vs Delhi Technology University**

RENEWABLE ENERGY LAW

- **Southern Power Distribution Company of Andhra Pradesh Limited & Anr. v. Green Infra Wind Solutions Limited & Ors.**
- **Indian Energy Exchange Limited v. Central Electricity Regulatory Commission & Ors.**
- **Minar Renewable Energy Projects Pvt. Ltd. v. Kerala State Electricity Regulatory Commission & Ors.**
- **Mokia Green Energy Private Limited v. Punjab State Power Corporation Ltd. & Ors.**

- **Director, Aryan Renewable Energy Private Limited v. Central Electricity Regulatory Commission & Ors.**
- **Himachal Pradesh Electricity Board Ltd. v. Kundan Hydro (Luni) Pvt. Ltd. & Ors.**
- **Madhya Pradesh Power Management Company Ltd. v. JK Minerals Pvt. Ltd. & Ors.**
- **Gujarat Urja Vikas Nigam Limited; Punjab State Power Corporation Limited; Haryana Power Purchase Centre v. Tata Power Company Limited & Ors.**
- **Jameskutty Thomas & Ors. v. Kerala State Electricity Regulatory Commission & Ors.**

WHITE COLLAR CRIMES

- **Deputy Director, Directorate of Enforcement v. Deputy Superintendent of Police**
- **Directorate of Enforcement v. Mahanivesh Oils and Foods Pvt. Ltd.**
- **Pradeep Nirankarnath Sharma v. Directorate of Enforcement and Anr.**
- **Y. Shiva Reddy v. Directorate of Enforcement**
- **Lalu Prasad Yadav v. Central Bureau of Investigation**

ENVIRONMENTAL LAW

- **Sujata Bora v. Coal India Limited**
- **Bhopal Municipal Corporation v. Dr. Subhash C. Pandey & Ors.**
- **Illegal Sand Mining in National Chambal Sanctuary**

AUTOMOBILE SECTOR

- **ANI Technologies Pvt. Ltd. & Ors. v. State of Karnataka & Ors.**
- **Raji Joshi @ Reji Joshi v. State of Kerala**

REAL ESTATE LAWS

- **Rare Townships Pvt. Ltd. v. Mitul Gada**

CONSTRUCTION ARBITRATION

- **Bhadra International (India) Pvt. Ltd. and Others v. Airports Authority of India**
- **Jan De Nul Dredging India (P) Ltd. v. Tuticorin Port Trust**
- **C. Velusamy v. K. Indhera**
- **Union of India and Others v. Larsen & Tubro Limited (L&T)**

- **Eminent Colonizers Private Limited v. Rajasthan Housing Board and Others**
- **Municipal Corporation of Greater Mumbai v. R.V. Anderson Associates Limited**
- **Madhav Infra Projects Limited v. State of Rajasthan**
- **ABS Marine Services v. Andaman and Nicobar Administration**

MINING LAWS

- **Shyam Charan Tudu v. State of West Bengal and Others**
- **JMS Mining Pvt. Ltd. v. Principal Commissioner of Customs**
- **Mining Engineer, Department of Mines & Geology, Rajasthan v. Commissioner of CGST**
- **Sukriti Pebbles v. State of West Bengal and Others**
- **Sharad Enterprises v. State of U.P. and Others**
- **Mahabir Prasad Agarwalla v. State of Assam and Others**
- **Vadraj Cement Limited and Another v. Union of India and Another**
- **Raj Sharma v. State of Himachal Pradesh & Ors.,**

NOTABLE JUDGEMENTS MARCH 2026

ARBITRATION LAW

1. **Case Title:** Nagaraj V. Mylandla vs. PI Opportunities Fund-I and others Etc.

Citation: 2026 INSC 298

Court: Supreme Court

Decided on: 25.03.2026

The dispute arises out of a Share Acquisition and Shareholders Agreement (2014) between the Mylandla promoters and investor entities, culminating in a foreign arbitral award rendered under the Singapore International Arbitration Centre directing payment of substantial sums and, upon default, permitting a “Strategic Sale” of shares. The award was enforced in India under Sections 47–49 of the Arbitration and Conciliation Act, 1996 by the Madras High Court as a decree, which was subsequently challenged before the Supreme Court of India, alongside set-aside proceedings before the Singapore seat court. The award-debtors raised objections on grounds of alleged illegality under company law, inconsistency of remedies, and violation of public policy, thereby raising issues as to the permissibility of re-agitating settled issues at the enforcement stage, the scope of interference under Section 48, and the applicability of transnational issue estoppel.

Judgement:

The Supreme Court of India, while upholding the enforcement of the foreign arbitral award, reiterated that the scope of interference under Section 48 of the Arbitration and Conciliation Act, 1996 is extremely limited and does not permit a review on merits, emphasising that an enforcement court cannot sit in appeal over the arbitral tribunal’s findings, reassess evidence, or re-interpret contractual terms merely because an alternative view is possible. The Court underscored that Section 48 is aligned with the New York Convention, mandating a pro-enforcement bias and minimal judicial intervention. It held that the objections raised by the award-debtors pertaining to alleged illegality under company law, inconsistency of reliefs, and violation of statutory provisions were, in substance, an impermissible attempt to re-agitate issues already adjudicated by the arbitral tribunal, particularly when the award had also been scrutinised by the seat court in Singapore, which declined to set it aside. In this context, the

Court observed that there was, to date, no decision of the Court on “transnational issue estoppel,” and proceeded to recognise in principle that issues conclusively determined by an arbitral tribunal and examined by a competent court at the seat cannot be reopened in enforcement proceedings in another jurisdiction, save on limited statutory grounds. Drawing from comparative jurisprudence, the Court held that permitting such re-litigation would undermine the finality of arbitral awards, defeat the purpose of arbitration, and encourage forum shopping, while affirming that the seat court exercises primary supervisory jurisdiction and its findings are entitled to due deference at the enforcement stage. It further clarified that the public policy exception must be construed narrowly and cannot be invoked as a device for a disguised merits review, and accordingly concluded that the objections raised did not fall within the ambit of Section 48, thereby dismissing the challenge and affirming enforcement of the award. [Click Here](#)

- 2. Case Title:** M/S Bharat Udyog Ltd. (Formerly Known As M/S Jai Hind Contractors Pvt. Ltd. Vs. Ambernath Municipal Council Through Commissioner & Anr.

Citation: 2026 INSC 288

Court: Supreme Court of India

Decided on: 24.03.2026

Brief Facts:

The petitioner, M/s Bharat Udyog Ltd., having been declared the successful bidder in a public tender issued by the Ambernath Municipal Council for collection of octroi and having commenced performance, sought a reduction of the minimum reserve price on the ground that it was excessive and contrary to applicable norms, which request was rejected. The petitioner initially invoked writ jurisdiction before the High Court but withdrew the petition with liberty to pursue alternative remedies, and thereafter approached the State Government for appointment of an arbitrator, pursuant to which the State Government, by a Government Resolution, unilaterally appointed an arbitrator despite not being a party to the contract. The arbitrator proceeded to adjudicate the dispute and rendered an award reducing the reserve price, which the petitioner sought to have made a rule of the court; however, the Municipal Council objected on the ground of absence of any arbitration agreement and consequent lack of

jurisdiction. Notwithstanding such objections, the Civil Court upheld the award, which was subsequently set aside by the High Court on appeal, holding that no valid arbitration agreement existed and that the State Government lacked authority to appoint an arbitrator, leading to a challenge before the Supreme Court of India. The matter thus raises issues as to whether a valid arbitration agreement existed so as to confer jurisdiction upon the arbitrator, whether the State Government possessed the authority under the governing statute or contract to unilaterally appoint an arbitrator, and whether participation by the Municipal Council in the arbitral proceedings operated as waiver or estoppel against challenging the arbitrator's jurisdiction.

Judgement:

The Supreme Court of India dismissed the special leave petition and affirmed the judgment of the High Court, holding that no valid arbitration agreement existed between the parties, as the contractual clause relied upon merely contemplated a departmental dispute resolution mechanism and did not constitute an arbitration agreement in the eyes of law. The Court further held that the State Government lacked authority under the relevant statutory framework to unilaterally appoint an arbitrator in respect of disputes arising out of the contract, rendering such appointment without jurisdiction in the absence of consent of both parties. It was also observed that mere participation in arbitral proceedings does not cure a fundamental jurisdictional defect, and where the arbitration itself is initiated without a valid agreement, the entire proceedings stand vitiated. Accordingly, the Court held the arbitral award to be non est in law, void, and unenforceable, and upheld its setting aside by the High Court. [Click Here](#)

3. Case Title: Municipal Corporation of Greater Mumbai v. R.V. Anderson Associates Ltd.

Citation: 2026 INSC 228

Court: Supreme Court

Decided on: 06.02.2026

Brief Facts:

The dispute arose from a contract between the Municipal Corporation of Greater Mumbai and the respondent contractor, wherein disputes concerning performance and interpretation were referred to arbitration. During the proceedings, objections as to the jurisdiction and

composition of the arbitral tribunal were raised under Section 16 of the Arbitration and Conciliation Act, 1996, but were rejected, and an award was rendered. The award was subsequently challenged under Section 34 and in appeal on the ground of lack of jurisdiction due to non-compliance with the agreed procedure, raising issues as to whether a party, having participated in the proceedings, can still challenge the tribunal's jurisdiction or composition, whether failure to raise timely objections amounts to statutory waiver under Section 4, and the extent to which the parties' conduct may be relied upon to determine the validity of such jurisdictional objections.

Judgement:

The Supreme Court of India clarified the interplay between Sections 4 and 16 of the Arbitration and Conciliation Act, 1996, holding that failure to raise a jurisdictional objection within the prescribed time under Section 16 may result in a statutory waiver under Section 4, whereas where such objection is raised in a timely manner, the doctrine of waiver does not automatically apply. The Court further held that the prior conduct of the parties, including their understanding of and participation in the arbitral process, is a relevant interpretative tool to ascertain true contractual intent, and a party cannot adopt inconsistent positions by participating in arbitration without protest and subsequently seeking to invalidate it on technical grounds. Emphasising the limited scope of judicial interference under Section 34, the Court reiterated that arbitral autonomy must be respected and courts cannot substitute their own interpretation where the arbitrator's view is plausible, and accordingly upheld the arbitral process while reinforcing that jurisdictional objections must be timely, consistent, and supported by the overall conduct of the parties. [Click Here](#)

4. Case Title: SARR Freights Corporation & Anr. v. Argo Coral Maritime Ltd.

Citation: 2026: DHC: 2097

Court: Delhi High Court

Decided on: 13.03.2026

Brief Facts:

The plaintiffs, SARR Freights Corporation and SARR Freights Ltd., based in New Delhi, entered into a shipping transaction with the defendant, Argo Coral Maritime Ltd., owner of a

vessel, pursuant to a Booking Note and Fixture Recap dated 4 April 2023, executed through brokers and agents for cargo transportation from India to Sudan. Disputes arising from the transaction led the defendant to initiate arbitration proceedings before the London Maritime Arbitrators Association, with two parallel arbitrations concerning the same cause of action. A partial award rejected the plaintiffs' jurisdictional objections, following which they approached the Delhi High Court seeking a declaration that the arbitral proceedings and partial award were null and void and for an anti-arbitration injunction restraining the defendant from continuing the proceedings. The plaintiffs contended that no valid arbitration agreement existed, that the proceedings were oppressive, vexatious, and an abuse of process due to parallel arbitrations, whereas the defendant maintained the existence of a binding contract and a valid arbitration clause, asserting that the disputes fell within the jurisdiction of the London-seated arbitral tribunal. The matter thus raises issues as to whether Indian courts have jurisdiction to entertain the suit, the existence of a binding contract and valid arbitration clause, and whether the arbitration proceedings are oppressive, vexatious, or unconscionable.

Judgement:

The Delhi High Court held that it had territorial jurisdiction to entertain the suit, as part of the cause of action arose in Delhi, including the plaintiffs' place of business and aspects of the contractual dealings, but clarified that jurisdiction alone does not justify relief in matters involving foreign-seated arbitration. Prima facie, the Court found the existence of a binding contract evidenced by the Booking Note, Fixture Recap, and the parties' conduct, and recognized a valid and enforceable arbitration agreement under LMAA rules, noting that the contractual framework as a whole indicated disputes were intended to be arbitrated. The Court rejected the plaintiffs' claim that the arbitration proceedings were oppressive, vexatious, or unconscionable, emphasizing that anti-arbitration injunctions require exceptional circumstances, and that jurisdictional or procedural objections can be addressed within the arbitral process; mere parallel proceedings or dissatisfaction with arbitration do not constitute abuse. Accordingly, no injunction was granted against the continuation of arbitration. [Click Here](#).

COMPETITION LAW

1. **Case Title:** Tamil Nadu Power Producer Association (TNPPA) v. Chettinad International Coal Terminal Private Limited (CICTPL) ([Click Here](#))

Citation: Competition App. (AT) No. 05 of 2021

Court: NCLAT

Bench: Principal Bench, New Delhi

Decided on: 21.01.2026

Facts:

TNPPA submitted information to the Competition Commission of India alleging that CICTPL, the sole provider of common user coal terminal services at Kamarajar Port, abused its dominant position by mandating coordination and liaisoning fees through its group companies as a precondition for accessing its services. The CCI directed an investigation, but following conflicting reports from the Director General on market definition, it concluded in 2021 that CICTPL was not dominant and closed the matter. The key issues involved whether Kamarajar Port and Krishnapatnam Port constituted the same relevant geographic market, and whether CICTPL had exercised dominance and abused its position.

Judgment:

The National Company Law Appellate Tribunal concluded that the Competition Commission of India had erred in defining the relevant market and assessing CICTPL's dominance, failing to account for the dependence of thermal power producers on proximity-based port services and improperly expanding the geographic market. The Tribunal emphasized that dominance must be determined through a fact-sensitive and economically realistic analysis, noting that the imposition of coordination and liaisoning fees raised serious competition concerns, though it refrained from deciding on abuse until dominance is correctly assessed. Consequently, the NCLAT set aside the CCI's order and remanded the matter for fresh consideration, directing the Commission to re-examine all issues in accordance with law, including conducting further investigation if necessary, and to issue a reasoned order based on the correct market definition and relevant material.

- Case Title:** Apaar Infratech Pvt. Ltd. v. Competition Commission of India & Ors. ([Click here](#))

Citation: Competition App. (AT) No. 56 of 2022

Court: NCLAT

Bench: Principal Bench

Decided on: 20.01.2026

Facts:

Apaar Infratech Pvt. Ltd. filed information before the Competition Commission of India alleging anti-competitive conduct in procurement conditions for crystalline durability admixture (CDA) in the Nagpur–Mumbai Super Communication Expressway project, contending that the Maharashtra State Road Development Corporation and Nagpur Mumbai Super Communication Expressway Limited had made IRC accreditation a mandatory eligibility criterion, thereby favouring certain entities, restricting market access, and resulting in cartelisation and abuse of dominance. The CCI, by its order dated 24 August 2022 under Section 26(2) of the Competition Act, closed the matter, holding that no prima facie contravention was established, prompting the informant to appeal before the National Company Law Appellate Tribunal. The issues raised include whether the procurement conditions amounted to cartelisation under Section 3(3) of the Act, whether MSRDC and NMSCMEL abused a dominant position under Section 4, and the determination of the relevant market for assessing dominance.

Judgment:

The National Company Law Appellate Tribunal upheld the order of the Competition Commission of India and dismissed the appeal filed by Apaar Infratech, holding that no prima facie case of anti-competitive conduct or abuse of dominance was established and therefore no investigation by the Director General was warranted. On the issue of cartelisation under Section 3, the Tribunal observed that the alleged conduct involved vertical relationships within the same corporate group rather than horizontal agreements between competitors, and thus no cartel or collusion could be legally sustained. Regarding abuse of dominant position under Section 4, the Tribunal endorsed the CCI's definition of the relevant market as pan-India for procurement of crystalline durability admixture (CDA) in infrastructure projects, noting that MSRDC was not dominant in this broader market, and that the mere prescription of eligibility criteria, such as IRC accreditation, does not constitute discriminatory or unfair conduct under competition law. Procedurally, the Tribunal held that the CCI is not obliged to order an investigation merely upon seeking a response from the opposite party, emphasizing that a prima facie case must exist to warrant such action. Accordingly, the NCLAT concluded that the CCI's

closure of the matter under Section 26(2) was legally sound, free from procedural irregularity, and within its jurisdiction and powers.

3. **Case Title:** Re: Allcargo Logistics Limited – Gun Jumping Proceedings ([Click here](#))

Ref. No. M&A/2022/11/01(03)/CD

Court: Competition Commission of India

Decided On: 08.01.2026

Facts:

Allcargo Logistics Limited acquired the remaining 30% shareholding in Gati Express & Supply Chain Private Limited from the KWE-Kintetsu group pursuant to a Share Purchase Agreement dated 27 March 2023, consummated on 08 June 2023, where Allcargo (through Allcargo Gati Limited) previously held 70% and KWE held 30%. The Competition Commission of India took suo motu cognisance of the transaction based on public information and sought details under Section 36(4) of the Competition Act, 2002, noting that the transaction crossed the asset and turnover thresholds under Section 5 and examining whether prior notification was required under Section 6(2). Allcargo contended that it already exercised sole control over Gati Express and that KWE was merely a financial investor, arguing that the acquisition did not effect a change in control and qualified for exemption. The issues arising for determination included whether the acquisition resulted in a change from joint control to sole control, whether prior notification under Section 6(2) was required, and whether failure to notify would constitute a violation attracting penalty under Section 43A of the Competition Act.

Order:

4. The Competition Commission of India held that KWE's pre-transaction 30% shareholding conferred veto rights and reserved-matter powers under the shareholders' agreement, amounting to joint control with Allcargo. Upon acquisition of KWE's stake, these rights were extinguished, and Allcargo acquired sole control, constituting a material change in control. The Commission clarified that the actual exercise of control or absence of competitive harm is irrelevant for determining notifiability, as even negative control triggers merger notification requirements. Since Allcargo consummated the transaction without prior approval, it violated

the pre-merger notification regime, and a penalty of INR 50 lakh was imposed under Section 43A of the Competition Act for gun-jumping.

5. **Case Title:** Flipkart India Private Limited & Anr. v. Competition Commission of India & Ors
([Click Here](#))

Citation: Civil Appeal No. 2770 of 2020

Court: NCLAT

Decided on: 03.02.2026

Facts:

The All India Online Vendors Association submitted information before the Competition Commission of India alleging that Flipkart abused its dominant position through anti-competitive practices, including loss-leading sales. The CCI, by its order dated 06 November 2018, found no prima facie case and closed the matter. On appeal, the National Company Law Appellate Tribunal, on 04 March 2020, set aside the CCI's closure order and directed an antitrust investigation, relying on factual findings recorded by an Assessing Officer in income tax proceedings indicating loss-making sales by Flipkart, which, although later reversed by the Income Tax Appellate Tribunal (ITAT), were held by the NCLAT sufficient to justify inquiry under competition law.

Judgment:

The Court observed that the NCLAT's impugned order dated 04.03.2020 had relied on an Assessing Officer's income tax order that was no longer in existence, a material infirmity affecting its conclusions. Accordingly, the Court partly allowed the appeal, set aside the NCLAT order, and remanded the matter for fresh adjudication, directing the NCLAT to reconsider the appeal independently based on valid and subsisting material in accordance with settled legal principles, leaving all factual and legal questions open and granting the parties liberty to raise all contentions, including the possibility of further proceedings before the CCI.

6. **Case Title:** Matrix Info Systems v. Intel Corporation, Competition Commission of India.
([Click Here](#))

Citations: Case No. 05 of 2019

Court: NCLAT

Decided On: 12.02.2026

Facts:

The present case arose from information filed by Matrix Info Systems Pvt. Ltd., a parallel importer of IT products, against Intel Corporation alleging anti-competitive conduct under Sections 3 and 4 of the Competition Act, 2002. The informant challenged Intel's 2016 "India Specific Warranty Policy," under which warranty services in India were restricted exclusively to microprocessors purchased from Intel's authorised Indian distributors, while products imported from authorised distributors abroad were denied local warranty and required servicing in the country of purchase. It was contended that this policy adversely affected parallel importers, restricted consumer choice, and enabled Intel's authorised Indian distributors to maintain supra-competitive prices, thereby constituting abuse of dominance and anti-competitive agreements. The issues for determination included whether Intel holds a dominant position in the relevant market for boxed microprocessors in India, whether the India Specific Warranty Policy amounts to abuse of dominance under Section 4, and whether the policy restricts competition and denies market access to parallel importers.

Findings and Order of the CCI

7. The Competition Commission of India delineated the relevant market as the "market for boxed microprocessors for desktop PCs in India" and held that Intel Corporation was dominant, based on its high market share, technological and financial advantages, brand strength, high entry barriers, and limited competition from AMD. The Commission found that Intel's India Specific Warranty Policy imposed unfair and discriminatory conditions by restricting warranty service in India to products purchased from authorised Indian distributors, while similar products elsewhere received global warranty, lacking objective justification. This policy restricted competition by discouraging parallel imports, reducing consumer choice, and limiting market access for independent resellers. Accordingly, Intel was held to have abused its dominant position under Sections 4(2)(a)(i), 4(2)(b)(i), and 4(2)(c) of the Act, and was directed to cease such practices, modify its conduct, and pay a monetary penalty, notwithstanding its withdrawal of the policy effective 01.04.2024.
8. **Case title:** Manoj K. Sheth vs. Competition Commission of India & National Stock Exchange of India ([Click Here](#))

Citation: Competition Appeal (AT) No. 20 of 2021

Court: NCLAT

Order decided on: 06.02.2026

Facts:

The present case arises from an appeal filed by Manoj K. Sheth challenging the Competition Commission of India order dated 28.06.2021, which dismissed his complaint against National Stock Exchange of India Limited at the prima facie stage under Section 26(2) of the Competition Act. The appellant alleged that NSE, dominant in the stock exchange market, abused its position by providing co-location facilities that allowed select brokers to place servers within NSE premises, enabling faster access to market data, creating information asymmetry, facilitating front-running, and disadvantaging other participants, relying on whistle-blower complaints, SEBI findings, and technical reports. The CCI, however, found no prima facie case of abuse of dominance and closed the matter. The issues for determination included whether NSE's co-location facility constituted abuse of dominance under Section 4, whether preferential or discriminatory access was granted to select brokers, and whether the CCI erred in closing the matter at the prima facie stage without directing an investigation.

Findings and Order of NCLAT

The NCLAT examined the allegations of preferential access, discriminatory architecture, and denial of a level playing field in NSE's co-location facilities and noted that the appellant's grievance centered on alleged market division favoring select brokers. The Tribunal considered the detailed review by the Competition Commission of India and NSE's justification that co-location is a globally accepted facility enhancing efficiency, liquidity, and price discovery. It held that at the prima facie stage under Section 26(1), the CCI had correctly assessed the material, including technical data and regulatory findings, and found no competition law violation. The NCLAT emphasized that an appellate forum cannot interfere absent perversity, illegality, or non-application of mind, which was not shown, and that co-location services providing paid or speed-based advantages are not per se anti-competitive. Finding no concrete evidence of denial of access or systematic discrimination, the Tribunal upheld the CCI's order, dismissed the appeal, and affirmed that no prima facie case of abuse of dominance existed to warrant a DG investigation.

- 9. Case:** Kartikey Rawal v. InterGlove Aviation Limited ([Click Here](#))

Order No.: Case No. 44 of 2025

Date: 04.02.2026

Facts:

The present case arises from information filed by Kartikeya Rawal against InterGlobe Aviation Ltd. alleging abuse of dominant position under Section 4 of the Competition Act, 2002, following large-scale flight cancellations by IndiGo in early December 2025 that disrupted travel nationwide and left passengers stranded. The informant himself experienced cancellation of his return journey without alternative arrangements and had to rebook at substantially higher fares. It was further contended that IndiGo charged excessive prices amid reduced seat availability, exploiting passengers. IndiGo challenged the CCI's jurisdiction, asserting that the matter fell within the regulatory domain of the Directorate General of Civil Aviation. The issues for determination included whether the CCI has jurisdiction over alleged anti-competitive conduct in the aviation sector despite a sectoral regulator, whether IndiGo holds a dominant position in the domestic air passenger transport market in India, and whether the flight cancellations coupled with surge pricing constitute abuse of dominance under Section 4.

Findings of CCI:

The Competition Commission of India first addressed IndiGo's jurisdictional objection, holding that the Competition Act operates independently and complementarily to sectoral regulation, with the DGCA limited to technical oversight and lacking competence to assess competition law matters. On merits, CCI defined the relevant market as "domestic air passenger transport services in India" and observed that IndiGo's consistent ~60% market share, extensive fleet, financial strength, and exclusive presence on over 300 routes established prima facie dominance under Section 4. Regarding abuse, the Commission found that large-scale flight cancellations created a supply shock, forcing passengers to pay higher fares or face delays, constituting potential exploitative conduct under Section 4(2)(a)(i) and limiting service provision under Section 4(2)(b)(i). Given the widespread impact on lakhs of passengers, CCI concluded that a prima facie case of contravention existed and directed the Director General to conduct a detailed investigation under Section 26(1) within 90 days, noting that its observations were preliminary and not final.

10. **Case:** Kannadiputhur Sundararaman Suresh v. Interglobe Aviation Limited ([Click Here](#))

Case Number: 42 of 2025

Date: 11.03.2026

Facts:

The present case arises from information filed by Kannadiputhur Sundararaman Suresh against InterGlobe Aviation Ltd. and Air India Limited alleging contravention of Sections 3 and 4 of the Competition Act, 2002. The informant contended that the two airlines, collectively holding over 90% market share in domestic aviation, imposed excessive and arbitrary cancellation charges, constituting abuse of dominance and an anti-competitive agreement. He relied on a personal instance where a ₹12,488 ticket cancellation yielded only ₹3,054 as refund, reflecting deductions exceeding 75% of the fare, argued as unreasonable under Section 74 of the Indian Contract Act and amounting to unfair, discriminatory, and exploitative conduct. The issues for determination included whether the airlines engaged in anti-competitive agreement or concerted practice under Section 3, whether the imposition of cancellation charges constituted abuse of dominance under Section 4, and whether the alleged conduct fell within CCI's jurisdiction or merely involved contractual matters.

Findings and Order of CCI:

The Competition Commission of India examined the allegations under Sections 3 and 4 of the Competition Act, 2002 and held that no evidence supported any anti-competitive agreement or concerted practice between InterGlobe Aviation Ltd. and Air India Limited, with mere similarity in conduct or pricing insufficient to invoke Section 3(3). Regarding abuse of dominance, the Commission clarified that collective or duopolistic dominance is not recognised under the Act; each airline must be assessed individually, and the Informant's claim of joint dominance was legally untenable. The CCI further observed that cancellation and refund policies were transparently disclosed, uniformly applied, and offered passengers options according to fare types, rendering the conduct contractual and commercial rather than discriminatory or unfair under competition law. Finally, grievances concerning allegedly excessive contractual terms, including alleged violations of Section 74 of the Indian Contract Act, were deemed outside the Commission's jurisdiction. Accordingly, finding no prima facie case under Sections 3 or 4, the CCI closed the matter under Section 26(2).

11. **Case:** Mr. Vedansh Pandey v. Roppen Transportation Services Private Limited ('Rapido') ([Click Here](#))

Case No.: 31 of 2025

Date: 17.03.2026

Facts:

In **Vedansh Pandey v. Rapido**, the Informant, a director of a licensed competing bike-taxi aggregator in Uttarakhand, alleged that **Rapido** facilitated on-demand two-wheeler services using private, unlicensed vehicles without necessary permits, commercial insurance, or regulatory compliance. Relying on a covert audit in Dehradun, Rishikesh, and Tapovan, the Informant claimed Rapido allowed off-app cash transactions and indirectly enabled regulatory evasion, thereby gaining an unfair cost advantage. It was contended that such practices caused diversion of demand, price undercutting, and loss of drivers and revenue for the Informant, constituting contraventions of **Sections 3 and 4** of the Competition Act, 2002. The issues raised were: (i) whether Rapido's use of unlicensed/private vehicles and platform practices constituted anti-competitive agreements under Section 3; (ii) whether it abused any alleged dominant position through predatory pricing or denial of market access under Section 4; and (iii) whether regulatory violations conferring cost advantages fall within the scope of competition law.

CCI's Findings and Order:

It was held that the Informant's allegations primarily concerned regulatory non-compliance, including the use of private vehicles without permits, which falls within the domain of the **Motor Vehicles Act, 1988**, and not within competition law unless clear anti-competitive harm is shown. On the merits, the Commission found no prima facie evidence of anti-competitive agreement or abuse of dominance under **Sections 3 and 4**, noting that claims of predatory pricing, denial of market access, or hub-and-spoke arrangements were vague and unsupported. It emphasized that business losses or price differences alone do not establish contravention, and in the absence of demonstrable competition concerns, there was no need to define the relevant market or assess dominance. Accordingly, the CCI closed the matter under **Section 26(2)**, rejecting the request for interim relief under **Section 33** and dismissing the information and interlocutory application.

CONSTITUTIONAL LAW

1. **Case Title: Harish Rana v. Union of India & Ors.**

Citation: 2026 SCC OnLine SC 358

Court: Supreme Court of India

Decided on: 11 March 2026

Brief Facts:

The matter arises from a Miscellaneous Application filed before the **Supreme Court of India** by Harish Rana's parents seeking withdrawal or withholding of **Clinically Assisted Nutrition and Hydration (CANH)** via PEG tube, under the principles of *Common Cause v. Union of India* (2018, as modified 2023). Harish, aged 20, sustained a **diffuse axonal brain injury** in 2013 and has remained in a **permanent vegetative state**, dependent on extensive medical care for over twelve years. Earlier petitions before the **Delhi High Court** and Supreme Court were disposed, with liberty to seek further directions. The application contends that continued treatment prolongs suffering without therapeutic benefit and seeks recognition of CANH as "medical treatment" subject to assessment under the *Common Cause* framework. The issues are: (i) whether CANH constitutes "medical treatment" under **Article 21**; (ii) the scope of the "best interest of the patient" principle; (iii) whether continuation of treatment aligns with Harish's best interests; and (iv) procedural steps if withdrawal or withholding is ordered.

Judgement:

The **Division Bench of Justices JB Pardiwala and KV Viswanathan** allowed the Miscellaneous Application, applying *Common Cause v. Union of India* (2018) guidelines to a home-care **permanent vegetative state (PVS)** patient for the first time. The Court held that **Article 21** encompasses the right to die with dignity, permitting withdrawal of **Clinically Assisted Nutrition & Hydration (CANH)** via PEG tube when treatment is futile and burdensome. CANH was recognized as "medical treatment" requiring prescription, supervision, and periodic review, even at home. Applying the "best interests" doctrine through a two-tier medical assessment, both Primary and Secondary Boards confirmed Harish Rana's irreversible PVS of over 12 years, with no therapeutic benefit from CANH. Directions included immediate withdrawal of CANH via AIIMS Palliative Care, waiver of the 30-day reconsideration period due to unanimity, a tailored end-of-life care plan ensuring comfort, and facilitation of transport from residence. Additionally, systemic reforms were mandated: High Courts to direct JMFCs for hospital intimations, CMOs to maintain qualified doctor panels for Secondary Boards with annual review, and the Union Government urged to enact comprehensive end-of-life legislation. ([Click Here](#))

2. Case Title: **Union of India & Others v. Rohith Nathan & Another**

Citation: 2026 INSC 230

Court: Supreme Court of India

Decided on: 11 March 2026.

Brief Facts:

The present batch of civil appeals was filed by the **Union of India** challenging various judgments of the **Madras, Delhi, and Kerala High Courts**, which ruled in favor of candidates claiming entitlement to **OBC, Non-Creamy Layer (NCL)** status for public employment. The respondents were children of parents employed in **Public Sector Undertakings (PSUs)** or the private sector, whose posts had not been formally equated with government positions. Authorities had applied the **Income/Wealth Test (Category VI)** under the **Office Memorandum dated 08.09.1993**, including parental salary for determining “creamy layer,” thereby denying reservation benefits. The High Courts held that the **clarificatory letter dated 14.10.2004**, permitting inclusion of salary income, could not override the 1993 Memorandum, and that such differential treatment between government employees and PSU/private-sector employees violated **Article 14** of the Constitution. The appeals raised issues regarding the validity of including parental salary in determining creamy layer status, the permissibility of income-based tests under the 1993 Memorandum, the impact of failure to equate posts, the legal effect of the 2004 clarificatory letter, and whether differential application of tests amounted to arbitrary classification.

Judgement:

The Supreme Court dismissed the appeals filed by the Union of India, upholding the High Courts’ judgments, and reaffirmed that reservation under **Articles 15(4) and 16(4)** must benefit only the genuinely backward sections, with exclusion of the **creamy layer** being essential per **Indra Sawhney v. Union of India**. It held that the **Office Memorandum dated 08.09.1993** forms the primary framework for identifying the creamy layer, relying on **status/post** for government employees and allowing income-based tests only where equivalence of posts with government services is unfeasible. The Court observed that applying an income test to children of PSU/private-sector employees while using status-based tests for government employees

resulted in arbitrary differential treatment, violating **Article 14**. It clarified that the **14.10.2004 clarificatory letter** cannot override or expand the 1993 Memorandum, and administrative failure to equate posts cannot prejudice candidates. Accordingly, the Court held that parental salary alone cannot determine creamy layer status, differential treatment is unconstitutional, and the respondents are entitled to OBC–Non-Creamy Layer consideration under the law. ([Click Here](#))

3. Case Title: **Chinthada Anand v. State of Andhra Pradesh**

Citation: 2026 SCC OnLine 466/ 2026 INSC 283

Court: Supreme Court of India

Decided on: 24 March, 2026

Brief Facts:

The present appeal arises from a judgment of the High Court quashing criminal proceedings initiated under the Scheduled Castes and Scheduled Tribes (Prevention of Atrocities) Act, 1989 against respondent nos. 2 to 7, who were accused of assaulting Chinthada Anand, a resident of Kothapalem Village, Guntur District, Andhra Pradesh, a person born into the Madiga Scheduled Caste. The appellant had, however, converted to Christianity nearly a decade prior and was actively engaged as a Pastor, conducting regular prayer meetings, which allegedly led to caste-based threats and assaults in January 2021. FIR No. 08 of 2021 was registered for offences under the SC/ST Act and IPC following complaints of wrongful restraint, physical assault, public humiliation, and death threats, corroborated by witness statements and medical examination. The High Court, exercising powers under Section 482 CrPC, quashed the proceedings on the ground that the appellant, being a Christian convert, could not claim Scheduled Caste status under the Constitution (Scheduled Castes) Order, 1950, and thus could not invoke the SC/ST Act. The Supreme Court now considers whether caste status and protection under the SC/ST Act are determined solely by birth or are subject to constitutional restrictions under Article 341, whether State Government Orders can extend benefits to converts without contravening the constitutional scheme, and whether the High Court was justified in exercising its inherent powers to quash the criminal proceedings.

Judgement:

The Supreme Court dismissed the appeal, upholding the High Court's quashing of criminal proceedings. The Court held that under Clause 3 of the Constitution (Scheduled Castes) Order, 1950, any person professing a religion other than Hinduism, Sikhism, or Buddhism ceases to be a Scheduled Caste member. "Professes" entails public declaration and practice, and the appellant's decade-long role as a Pastor conducting Christian activities constituted such open profession. Reliance on State Government Order G.O. Ms. No. 341 was rejected, as executive orders cannot override a Presidential Order under Article 341, which governs statutory benefits, including protection under the SC/ST Act. Since the appellant did not satisfy the constitutional requirement, the SC/ST Act was inapplicable. Regarding IPC offences, the Court found the allegations insufficiently supported by witness and medical evidence, with no prima facie case of assault or wrongful restraint. Applying the principles from *State of Haryana v. Bhajan Lal*, continuation of proceedings would have constituted abuse of process. Accordingly, the Court affirmed that the appellant could not claim SC/ST protection and that the High Court rightly exercised its powers under Section 482 CrPC, dismissing the appeal. ([Click Here](#))

4. Case Title: **Manohar Lal V. Commissioner of Police and Ors.**

Citation: Civil Appeal No. 13860 of 2024 / 2026 INSC 234

Court: Supreme Court of India

Decided on: 12 March, 2026

Brief Facts:

The Supreme Court considered the appeal of Manohar Lal, a Delhi Police officer dismissed under **Article 311(2)(b) of the Constitution** without a departmental inquiry during pendency of FIR No. 390 of 2017. The disciplinary authority justified bypassing inquiry on the ground that it was "not reasonably practicable" due to apprehended threats, intimidation, or tampering with evidence, as indicated by a preliminary ACP inquiry. The appellant challenged this action, arguing that being in judicial custody negated any risk and rendered the invocation of Article 311(2)(b) arbitrary and unjustified. The **CAT** and Delhi High Court upheld the dismissal, relying on the recorded reasons of the disciplinary authority. Key issues before the Supreme Court were whether the exemption from inquiry under Article 311(2)(b) was justified, whether the reasons met the legal standard of "not reasonably practicable," and whether the dismissal without inquiry could withstand judicial scrutiny.

Judgment

The Supreme Court reaffirmed that **Article 311(2)(b)** of the Constitution permits dismissal without departmental inquiry only in exceptional circumstances where holding an inquiry is genuinely “not reasonably practicable,” as clarified in **Union of India v. Tulsiram Patel**. The Court emphasized that this standard requires objective and cogent material, not mere inconvenience, conjecture, or general apprehension, and that the disciplinary authority’s satisfaction is subject to judicial review for relevance, bona fides, and absence of arbitrariness. While threat of intimidation or witness tampering may justify bypassing inquiry, it must be demonstrably grounded in facts. The Court stressed that the exceptional power to dispense with inquiry cannot be invoked lightly, particularly for major penalties like dismissal, as it involves denial of natural justice safeguards. Consequently, procedural safeguards under Article 311(2) must be strictly observed, ensuring administrative exigencies do not override constitutional fairness in disciplinary proceedings. ([Click here](#))

CONSUMERV LAW

1. **Case Title: Procure Logistics Services Pvt. Ltd. vs Axis Bank Ltd.**

Case Number: Consumer Complaint No. 2755 of 2018

Forum: National Consumer Disputes Redressal Commission, New Delhi

Date: 10.03.2026

In a landmark decision arising from the 2016 demonetisation, the NCDRC held that a private limited company qualifies as a “consumer” under Section 2(1)(d) of the Consumer Protection Act, 1986, when depositing its own Specified Bank Notes (SBNs) in compliance with a sovereign mandate, as the transaction was regulatory, not commercial. The complainant alleged that Axis Bank unlawfully refused deposits worth ₹3,19,58,500 in its KYC-compliant Current Account between 08.11.2016 and 30.12.2016, contrary to Para 3(c)(i) of the RBI Notification, which allowed unlimited deposits. The Commission found the Bank’s refusal based solely on internal policy unjustified, noting that even under suspicion, statutory obligations required acceptance followed by reporting under Rule 114E of the Income Tax Rules, 1962, and RBI KYC/AML guidelines. Consequently, the NCDRC directed Axis Bank to pay ₹3,19,58,500 with interest, emphasizing that banks cannot override binding RBI directives with internal

policies and that business entities can be “consumers” when compliance, not profit, drives the transaction. [Click here.](#)

2. **Case Title: Sant Rohidas Leather Industries & Ors. vs Vijaya Bank**

Forum: National Consumer Disputes Redressal Commission, New Delhi

Date: 13.03.2023

The NCDRC dismissed a consumer complaint by a private limited company against Vijaya Bank, holding that the complainant did not qualify as a “consumer” under Section 2(1)(d) of the Consumer Protection Act, 1986. The company had invested ₹9,00,00,000 in a one-year Fixed Deposit and alleged deficiency in service after a dispute arose in June 2014. Applying the well-established “dominant purpose test,” the Commission held that the transaction’s primary objective was profit generation from interest, making it commercial in nature. Since the transaction was undertaken for commercial purposes, the complaint fell outside the Act’s ambit, and the matter was dismissed without examining the merits of the deficiency claim.

[Click here.](#)

3. **Case Title: Omaxe Ltd. vs Shyama Yadav & Another**

Case Number: CWP-6589-2026 (O&M)

Court: High Court of Punjab & Haryana at Chandigarh\

Date: 12.03.2026

The Punjab and Haryana High Court dismissed Omaxe Ltd.’s writ petition challenging the NCDRC’s refusal to condone a 300-day delay in filing an appeal against an SCDRC order. The dispute arose from Omaxe’s failure to deliver possession of a residential flat, with the SCDRC directing a refund of ₹20,88,060 with 6% interest, ₹50,000 for mental and physical agony, and ₹25,000 for litigation costs. Omaxe contended that the SCDRC’s order was not communicated and urged liberal interpretation of limitation rules. The Court rejected these claims, noting that the order was delivered in the presence of counsel and certified copies dispatched on 15.12.2022. Applying the principles in *N. Balakrishnan v. M. Krishnamurthy* and *Maniben Devraj Shah v. Municipal Corporation of Brihan Mumbai*, the Court held that an unexplained delay of 300 days cannot be excused, and that liberal construction of limitation cannot defeat its purpose. Finding no illegality or perversity in the NCDRC’s order and reaffirming the

limited scope of interference under Article 227 (*M/s Garment Craft v. Prakash Chand Goel*), the petition was dismissed. [Click here.](#)

4. Case Title: Meta Platforms, Inc. vs Union of India & Another

Case Number: W.P.(C) 3437/2026 & CM APPLs. 16508-11/2026

Court: High Court of Delhi

Date: 25.03.2026

The Delhi High Court disposed of Meta Platforms, Inc.'s writ petition challenging the CCPA's 01.01.2026 order concerning walkie-talkie listings on Facebook Marketplace. The CCPA had imposed a ₹10 lakh penalty, required removal of non-compliant listings, mandated periodic self-audits, and submission of a compliance report within 15 days, noting that walkie-talkies are regulated under the 2018 Low Power Radio Frequency Rules. Meta informed the Court that listings had been removed and withdrew its challenge to the penalty and audit directions, with liberty to raise those issues before the NCDRC. The Court, however, struck down para 43(b) of the CCPA order as vague and overly broad, clarifying it could not impose ex-ante obligations for all future products, and that Meta would be entitled to a fair hearing before any adverse consequences relating to products beyond the impugned order. [Click here.](#)

5. Case Title: R.K. Sharma vs Oriental Insurance Co. Ltd. Through Regional Manager & Ors.

Case Number: W.P.(C) 3850/2025

Court: High Court of Delhi

Date: 18.03.2026

The Delhi High Court set aside the NCDRC's order dated 31.07.2023 and remitted the matter for fresh adjudication, holding that the petitioner had not been afforded any opportunity of hearing. While rejecting the petitioner's claim that the Bench was coram non iudice observing that single-member Benches are competent under the Consumer Protection Act, 2019 and the 2020 Regulations the Court emphasized that adherence to audi alteram partem is mandatory. Noting the absence of any material demonstrating notice or hearing, and relying on precedents including *Biecco Lawrie Ltd. v. State of West Bengal* and *Canara Bank v. V.K. Awasthy*, the

Court held that ex parte orders affecting civil rights are wholly vitiated. Without examining merits, the Court directed the NCDRC to afford the petitioner a proper hearing and decide the matter afresh. [Click here.](#)

CONTRACT LAW

1. **Case Title:** Union of India v. M/s G.D. Tewari & Co. ([Click Here](#))

Citation: O.M.P. 222/2009

Court: High Court of Delhi

Bench: Justice Harish Vaidyanathan Shankar

Decided on: 17 March 2026

FACTS

The dispute arose from a construction contract awarded by the Union of India to the respondent for civil works in R.K. Puram, New Delhi, originally scheduled for completion within 12 months but delayed allegedly due to the petitioner's actions. The respondent claimed payments for extra items, deviation quantities, and damages for prolongation of the contract before the Arbitral Tribunal, which allowed six of seven claims, including escalation and delay damages. The petitioner challenged the award under Section 34 of the Arbitration and Conciliation Act, 1996, contesting primarily Claims 1 to 3, contending, inter alia, that the respondent had given an undertaking not to claim damages for delay. The key issues were whether the award suffered from patent illegality or violated public policy, whether claims for extra and deviated items could be allowed absent finalized contractual rates, and whether a "no damages" undertaking bars subsequent claims for delay, particularly if alleged to have been given under coercion.

JUDGMENT

The Delhi High Court dismissed the petition and upheld the arbitral award, emphasizing the narrow scope of interference under Section 34 of the Arbitration and Conciliation Act, 1996, which does not allow re-appreciation of evidence or substitution of the arbitrator's view. On Claims 1 and 2, the Court held that the Arbitrator rightly accepted the respondent's rates for extra and deviated items, as the petitioner failed to propose alternative rates even years after completion, making reliance on market rates reasonable. Regarding Claim 3 for delay damages,

the Court rejected the petitioner's reliance on the "no damages" undertaking, noting the respondent had withdrawn it alleging coercion, and the petitioner's own hindrance register confirmed responsibility for delays. The Court found the Arbitrator had considered all relevant evidence and contractual provisions, concluding that the respondent was entitled to compensation. Reinforcing that interference is warranted only in cases of perverse, patently illegal awards or violation of fundamental policy, the Court held the award represented a plausible and reasoned view and therefore refused to interfere.

2. **Case Title:** ERA Infra Engineering Limited v. National Highways Authority of India & Anr. [\(Click Here\)](#)

Citation: ARB. A.(COMM.) 47/2025

Court: High Court of Delhi

Bench: Justice Avneesh Jhingan

Decided on: 23 March 2026

FACTS

The dispute arose from a highway development project awarded by NHAI to a consortium including ERA Infra Engineering Ltd., with a Special Purpose Vehicle (SPV) executing the Concession Agreement (CA) and the appellant entering into an EPC Agreement with the SPV. Following termination of the CA by NHAI in 2019, arbitration proceedings commenced, and the appellant, though not a signatory to the CA, sought impleadment under Section 16 of the Arbitration and Conciliation Act, 1996 as a necessary party. The Arbitral Tribunal rejected the application, holding that a non-signatory cannot ordinarily be impleaded, prompting the appellant to file an appeal under Section 37 challenging the rejection. The issues centered on whether the rejection of impleadment is appealable under Section 37, whether impleadment of a non-signatory involves a jurisdictional determination under Section 16, and whether the appellant could, on facts, be considered a necessary or proper party to the arbitration proceedings.

JUDGMENT

The Delhi High Court allowed the appeal, setting aside the arbitral tribunal's rejection of the appellant's impleadment. The Court held that refusal to implead a non-signatory is effectively a jurisdictional determination under Section 16 of the Arbitration and Conciliation Act, 1996, making it appealable under Section 37, as the substance of the decision, not its terminology, governs appealability. On merits, relying on Supreme Court precedents including *Cox & Kings Ltd.*, *ASF Buildtech*, and *ONGC v. Discovery Enterprises*, the Court observed that non-signatories may be impleaded where mutual intent, composite transaction, and involvement in performance are established. Applying these principles, the Court found the appellant was deeply involved in the project, financially and operationally intertwined, part of the consortium, and integral to the SPV executing the contract, thereby prima facie a proper and necessary party. Denying impleadment would risk multiplicity of proceedings and undermine efficient dispute resolution. The Court directed the appellant's impleadment while clarifying that observations were prima facie and would not affect merits before the arbitral tribunal.

3. **Case Title:** *M/s Bharat Udyog Ltd. v. Ambernath Municipal Council* ([Click Here](#))

Citation: 2026 INSC 288

Court: Supreme Court of India

Bench: Justice Pamidighantam Sri Narasimha and Justice Alok Aradhe

Decided on: 24 March 2026

FACTS

The dispute arose from an octroi collection contract awarded by the Ambernath Municipal Council to the petitioner, who sought a reduction of the tender's minimum reserve price. Following rejection, the State Government unilaterally appointed an arbitrator via Government Resolution, who passed an award revising the reserve price in the petitioner's favor. While the Civil Court upheld the award, the Bombay High Court set it aside, holding that no valid arbitration agreement existed. The issues before the Supreme Court included whether a valid arbitration agreement existed between the parties, whether the State Government had authority to appoint an arbitrator in the absence of such agreement, and whether the petitioner's participation in arbitral proceedings constituted waiver of jurisdictional objections.

JUDGMENT

The Supreme Court dismissed the petition, upholding the Bombay High Court's setting aside of the arbitral award, holding that a valid arbitration agreement is a prerequisite for invoking arbitration. The Court observed that neither the contract nor the parties' conduct demonstrated mutual consent, and Clause 22 merely provided for departmental dispute resolution, not arbitration. It further held that the State Government had no authority under Section 143-A(3) of the Maharashtra Municipal Councils Act, 1965 to unilaterally appoint an arbitrator, and that participation in proceedings cannot cure jurisdictional defects. Consequently, the tribunal lacked jurisdiction, the proceedings were coram non iudice, the award was a nullity, and the petition was dismissed.

4. Case Title: Pradeep Batra v. Kuldip Singh Verma ([Click Here](#))

Citation: RFA(OS) 4/2026

Court: High Court of Delhi

Bench: Justice Vivek Chaudhary and Justice Renu Bhatnagar

Decided on: 25 March 2026

FACTS

The appellant filed a suit seeking specific performance of an alleged oral Agreement to Sell dated 29 October 2023 for a property in Vasant Vihar, New Delhi, for ₹12.40 crore, claiming payment of ₹51 lakh as earnest money. The respondent allegedly failed to secure vacant possession and subsequently terminated the agreement on 16 March 2024, refunding the earnest money. The Single Judge dismissed the plaint under Order VII Rule 11 CPC, holding that no cause of action was made out and that the appellant failed to establish continuous readiness and willingness under Sections 16(b) and 16(c) of the Specific Relief Act, 1963. The issues in appeal were whether the plaint disclosed a valid cause of action, whether an oral Agreement to Sell with indefinite terms is enforceable, and whether the appellant demonstrated the requisite readiness and willingness.

JUDGMENT

The Delhi High Court dismissed the appeal and upheld the rejection of the plaint, reiterating that under Order VII Rule 11 CPC, a plaint must disclose a clear and enforceable cause of

action, and vexatious or illusory claims are liable to be rejected at the threshold. The Court held that while oral agreements are not per se unenforceable, the plaintiff bears the onus of proving their existence and definite terms, including mutual assent and signatures. In the present case, the document relied upon was merely a unilateral acknowledgment of payment, and WhatsApp communications demonstrated that negotiations were ongoing, evidencing the absence of a concluded contract. The Court emphasized that specific performance requires a valid, enforceable contract with definite terms, and courts cannot create contractual obligations where none exist. Further, the appellant failed to demonstrate continuous readiness and willingness to perform, as reliance on prospective loan eligibility was insufficient. Considering commercial realities where time is of the essence in urban property transactions, delay and attempts to renegotiate consideration militated against equitable relief. Consequently, the suit was deemed an attempt to cloud the respondent's title, and the plaint was rightly rejected, with the appeal dismissed.

CRIMINAL LAW

1. Harish Rana V. Union Of India & Ors. [Citation: 2026 INSC 222]

Date of Decision: 11.03.2026 ([Click here](#))

The case concerns Harish Rana, who has been in a permanent vegetative state (PVS) since 2013 following a severe head injury in a road accident and is entirely dependent on life-support treatment, including Clinically Assisted Nutrition and Hydration (CANH) via a gastric tube, tracheostomy, and catheterization. Despite over a decade of medical interventions, his condition remains irreversible, with medical experts unanimously opining negligible chances of recovery. After the Delhi High Court denied relief, the family approached the Supreme Court seeking to withdraw life-support, contending that continued treatment merely prolongs biological existence without any quality of life, infringing on human dignity. The principal issues raised include whether CANH constitutes “medical treatment” under the Common Cause Guidelines, the meaning and scope of the “best interest of the patient” principle in deciding to withhold or withdraw treatment, whether it is in Harish's best interest to continue life-sustaining treatment, and the procedural and legal steps to be followed once a decision to withhold or withdraw treatment is made.

Judgement

The Supreme Court delivered a landmark judgment permitting the withdrawal of life-sustaining treatment, significantly shaping India's end-of-life jurisprudence. It held that Clinically Assisted Nutrition and Hydration (CANH) constitutes "medical treatment" and may be lawfully withdrawn following the prescribed legal procedure. The Court distinguished between active euthanasia—an impermissible act causing death without legislative sanction—and passive euthanasia, which involves withholding or withdrawing treatment and is permissible, introducing the concept of "authorised omission" to clarify that discontinuing futile treatment attracts no criminal liability. Elaborating on the "best interest" principle, the Court endorsed a holistic, patient-centered approach considering both medical factors such as irreversibility and futility of treatment, and non-medical factors including dignity, values, and personal experiences. Applying this standard, it concluded that continuing CANH in Harish Rana's case served no therapeutic purpose, caused unnecessary suffering, and violated his right to die with dignity under Article 21. The judgment reinforces the right to die with dignity, formally recognizes artificial nutrition and hydration as medical treatment, strengthens the framework for passive euthanasia, and establishes an implementable "best interest" test, while noting that legislative intervention is required for broader end-of-life care regulation.

2. **Dablu & Ors. v. State of Madhya Pradesh [Citation: 2026 INSC 224]**

Date of Decision: 11.03.2026 ([Click here](#))

The case arises from a politically motivated homicide in which the victim, a prominent local politician, was fatally shot by six accused persons in a public place. Initially injured at a bus stand, the victim sought refuge in a nearby house, but the assailants pursued him and shot him at close range, resulting in death. FIRs were promptly registered, and the accused were charged under Sections 148 and 302 read with Section 149 of the IPC. The Trial Court sentenced the accused to life imprisonment, a decision upheld by the High Court. The key issues include whether prosecution witnesses closely related to the deceased can be deemed credible despite contradictions and subsequent improvements in their statements; whether the absence of independent witnesses to the second part of the attack inside the victim's house undermines the prosecution case; and whether the non-recovery of firearms from the appellants affects the validity of their conviction.

Judgement

The Supreme Court dismissed the appeals, upholding the convictions, and reaffirmed that under Section 149 IPC, proof of individual acts by each member of an unlawful assembly is unnecessary; the presence of a common object suffices for vicarious liability. The coordinated actions of the accused arriving armed and jointly attacking the victim demonstrated a clear common object to commit murder. The Court emphasized that evidence of related witnesses is admissible and credible if consistent, and minor inconsistencies are immaterial. Procedural or investigative lapses do not vitiate a conviction absent substantial prejudice, and the absconding of an accused may corroborate the prosecution case. The judgment reinforces the principle of constructive liability under Section 149, underscores the probative value of related witnesses, and affirms a pragmatic approach in group offenses and mob violence to ensure that technicalities do not obstruct substantial justice.

3. Dr. Sushil Kumar Purbey & Anr. v. State of Bihar & Ors. [Citation: 2026 INSC 212]

Date of Decision: 09.03.2026 [\(Click here\)](#)

Facts

The appeal arose from matrimonial discord, where the complainant lodged an FIR against her husband and his family, including the appellants father-in-law and mother-in-law for offenses under Section 498A IPC and the Dowry Prohibition Act, nearly one year after the husband initiated divorce proceedings. The allegations against the appellants were general and not specifically linked to them. The issues before the Court were whether these allegations were omnibus and legally indistinguishable from those against the sister-in-law, whose proceedings had been quashed, and whether the delayed FIR, coupled with the absence of specific allegations, indicated it was a retaliatory counter-blast to matrimonial litigation.

Judgement

The Supreme Court allowed the appeal and quashed the proceedings against the appellants, holding that the FIR contained entirely omnibus allegations, failing to specify the role of the appellants to constitute a prima facie offence. The Court noted the High Court erred in applying inconsistent standards to similarly placed co-accused. While delay alone may not warrant quashing, the combination of delayed filing and lack of specific allegations indicated the FIR was a retaliatory counter-blast to matrimonial litigation. The judgment reinforces the need for specificity in Section 498A IPC complaints, upholds equality before the law under Article 14, and reaffirms that criminal law cannot be used as a tool of harassment in civil disputes.

4. Chinthada Anand v. State of Andhra Pradesh [Citation: 2026 INSC 283]

Date of Decision: 24.03.2026 ([Click here](#))

Facts

The appellant, originally belonging to a Scheduled Caste, had converted to Christianity and was functioning as a Pastor when he lodged a complaint alleging atrocities against Scheduled Castes, resulting in FIR No. 08/2021 registered on 26.01.2021 under Sections 3(1)(r), 3(1)(s), 3(2)(va) of the SC/ST Act and Sections 341, 506, 323 read with Section 34 IPC. The High Court set aside the proceedings on the ground that, following conversion to Christianity, the appellant no longer retained Scheduled Caste status as defined under the Constitution (Scheduled Castes) Order, 1950. The issues raised were whether a Scheduled Caste member who has converted to Christianity and actively practices that religion retains SC status for invoking the SC/ST Act; whether the term “professes” in Clause 3 of the Constitution (Scheduled Castes) Order, 1950 encompasses active practice and declaration of religion, such as a practicing Pastor; and whether the test for exclusion from Scheduled Tribes differs from that of Scheduled Castes, making tribal status a question of fact.

Judgement

The Supreme Court upheld the decision of the High Court and dismissed the appeal. It held that under the Constitution (Scheduled Castes) Order of 1950, Scheduled Castes status is granted only to those who practice Hindu, Sikh, or Buddhist religions, and conversion to Christianity disqualifies a person from Scheduled Castes status forthwith. Further, it was clarified that Government Orders of a State would not prevail or interfere in Presidential Orders under Article 341. With regard to the IPC charges, it was observed that there was insufficient evidence to justify a prima facie case, thereby quashing the prosecution. This judgment brings authoritative clarity to the relationship between religion and caste status. It underscores the primacy of Presidential Orders, which cannot be watered down by the executive. The judgment is also significant for its application of the SC/ST Act framework strictly in accordance with jurisdictional eligibility.

IBC CASES

- 1. Ujaas Energy Ltd. v. West Bengal Power Development Corporation Ltd. ([click here](#))**

Citation: SLP (Civil) No. 29651 of 2024

Decided on: 20.03.2026

Facts

The dispute arose from a contractual engagement between Ujaas Energy Ltd. (appellant), an MSME in the solar power sector, and West Bengal Power Development Corporation Ltd. (respondent), a public sector undertaking, pursuant to an e-tender floated in February 2017 and a Letter of Award dated 12 May 2017 for development of solar PV plants. Disputes regarding contractual performance led the appellant to initiate arbitration in December 2021, filing its statement of claim in January 2023, to which the respondent filed a defence along with a counterclaim in April–May 2023. In the interim, the appellant had undergone a Corporate Insolvency Resolution Process (CIRP) under the IBC in September 2020, culminating in approval of a resolution plan by the NCLT, Indore, in October 2023. The appellant challenged the maintainability of the counterclaim on the ground that it had not been filed before the Resolution Professional during CIRP and was therefore extinguished upon approval of the resolution plan; the arbitral tribunal upheld this contention under Section 31(6) of the Arbitration and Conciliation Act, 1996. The respondent challenged this interim award under Section 34; while the Single Judge upheld the tribunal’s decision, the Division Bench reversed it, directing continuation of arbitration, observing that the issue required full adjudication. The principal issues raised are whether a counterclaim not filed before the Resolution Professional during CIRP stands extinguished upon approval of a resolution plan under Section 31 of the IBC, whether such a counterclaim can be raised post-approval in arbitral proceedings, and whether a plea of set-off is maintainable even if the underlying claim was not included in the resolution plan.

Judgment

The Supreme Court partly allowed the appeal, clarifying that once a resolution plan under the IBC is approved, all claims not included in it stand extinguished, reaffirming the “clean slate” principle from *Ghanashyam Mishra v. Edelweiss Asset Reconstruction Co.*. Consequently, the respondent’s counterclaim, not filed before the Resolution Professional, could not be pursued independently in arbitration. However, the Court held that a defensive plea of set-off is permissible to the extent of neutralising the appellant’s claim, provided it does not seek

affirmative relief. The Court modified the Division Bench's order, allowing arbitration to continue solely for the limited purpose of such defensive set-off.

2. **Mehsana Urban Co-operative Bank Ltd. v. Swastik Ceracon Ltd.** ([click here](#))

Citation: Company Appeal (AT) (Insolvency) No. 1956 of 2025

Decided on: 12.03.2026

Facts

The dispute arose during insolvency proceedings against Swastik Ceracon Ltd. under the IBC, wherein Mehsana Urban Co-operative Bank Ltd. (appellant) filed a claim as a financial creditor of ₹10.43 crores and received a portion of its admitted claim under the approved resolution plan. Post-approval, the SRA alleged that the appellant had unilaterally adjusted dividends and share values totaling ₹56 lakhs, partly during CIRP and partly after, in violation of IBC provisions. The NCLT directed refund with 10% interest, and the appellant challenged, contending lack of jurisdiction as a Multi-State Cooperative Society and arguing that disputes should fall under Section 84 of the MSCS Act, 2002. Key issues included NCLT/NCLAT jurisdiction under Section 121 MSCS Act, treatment of shares/dividends as “assets” under the IBC, compliance with Section 14 moratorium, and whether such disputes fall within Section 60(5)(c) or other statutory forums.

Judgment

The NCLAT dismissed the appeal and upheld the NCLT's order, holding that Section 238 of the IBC has overriding effect and confers jurisdiction on the NCLT over insolvency disputes, notwithstanding Section 121 of the Multi-State Cooperative Societies Act. Participation by the appellant in the CIRP barred it from later challenging jurisdiction. Shares held by the corporate debtor were confirmed as assets under Section 18, and any unilateral set-off or adjustment by the appellant, during the moratorium or after approval of the resolution plan, was held illegal. Section 60(5)(c) was interpreted to grant broad powers to decide all matters arising from insolvency proceedings, distinguishing the case from public law matters. The Tribunal rejected referral under Section 84 MSCS Act as inconsistent with the IBC. Accordingly, the direction to refund ₹56 lakhs with interest was upheld.

3. **Lamba Exports Pvt. Ltd. v. Dhir Global Industries Pvt. Ltd.** ([Click here](#))

Citation: Misc. Application No.1256 of 2025 in Special Leave Petition (Civil) No. 12264 Of 2024

Decided on: 23.03.2026

Facts

The dispute arose from an Agreement to Sell dated 13 August 2021 concerning a Gurugram property, wherein the petitioner, Lamba Exports Pvt. Ltd., claimed rights under the agreement, asserting payment of earnest money and sums towards a proposed One Time Settlement (OTS) with a bank. The respondents contended the agreement was contingent on bank approval and thus unenforceable. The petitioner filed a suit for specific performance; the trial court granted interim relief restraining alienation, which was later set aside on appeal, and the High Court upheld that specific performance could not be enforced without bank approval. The petitioner's SLP before the Supreme Court was dismissed on 25 February 2025. Subsequently, the petitioner filed a Miscellaneous Application seeking recall of the dismissal, citing post-SLP developments, including settlement between creditor and debtor, withdrawal of CIRP under Section 12A of the IBC, and approval of the OTS by the CoC. The issues raised included whether a Miscellaneous Application can be entertained based on subsequent developments, whether the doctrine of merger applies to a non-speaking SLP dismissal, and whether alleged suppression of facts or post-insolvency developments justify reopening concluded proceedings.

Judgment

The Hon'ble Supreme Court dismissed the Miscellaneous Application, holding it not maintainable. The Court emphasized that once an SLP is dismissed, it becomes functus officio, and post-disposal applications are permissible only in exceptional circumstances, such as clerical errors or orders incapable of implementation, which were absent in the present case. The petitioner's attempt to reopen the matter based on subsequent insolvency developments was impermissible, as these events were independent of the civil dispute. On the doctrine of merger, the Court clarified that a non-speaking dismissal does not attract merger, nor does it permit reopening via miscellaneous application. Allegations of fraud or suppression without strong proof were rejected, and the Court held that subsequent CIRP or OTS developments cannot retroactively affect prior adjudication. The Court reaffirmed the finality of litigation and cautioned against misuse of miscellaneous applications, while noting that parties remain free to seek remedies before appropriate forums under the IBC.

4. **Central Transmission Utility of India Ltd. v. Sumit Binani & Ors.** ([click here](#))

Citation: Civil Appeal Nos. 2216-2217 of 2025

Decided on: 23.03.2026

Facts

The dispute arose between the appellant, Central Transmission Utility of India Ltd., and KSK Mahanadi Power Company Ltd. (KMPCL) in the context of CIRP initiated against the corporate debtor. Prior to CIRP, KMPCL had deposited ₹108.44 crores as a security in lieu of a Letter of Credit. Following the commencement of CIRP on 3 October 2019, the appellant adjusted ₹85.13 crores of this deposit towards pre-CIRP dues. The Resolution Professional contended that such appropriation violated the moratorium under Section 14 of the IBC. Both the NCLT and NCLAT held the adjustment impermissible, directing that the deposit be applied only to post-CIRP dues, prompting the appellant's appeal to the Supreme Court. The primary issues were whether a pre-CIRP security deposit can be adjusted against pre-CIRP dues after initiation of CIRP, whether such adjustment contravenes Section 14's moratorium, and whether the appellant could claim a right of set-off under law or contract.

Judgment

The Hon'ble Supreme Court dismissed the appeal, upholding the NCLT and NCLAT decisions. The Court held that the moratorium under Section 14 of the IBC prohibits recovery or enforcement of pre-CIRP claims once CIRP is initiated, and any unilateral adjustment towards such dues violates this statutory protection. The security deposit remained the property of the corporate debtor and could not be treated as an automatic payment mechanism or equivalent to a bank guarantee or LoC. The Court rejected the appellant's reliance on set-off, clarifying that set-off is generally unavailable under the IBC, insolvency set-off is not recognised during CIRP, and permitting it would undermine pari passu distribution among creditors. Having filed claims before the Resolution Professional and partially received payment, the appellant could not unilaterally appropriate amounts outside the CIRP process. The Court emphasized that pre-CIRP dues must be addressed through the insolvency resolution process to preserve the corporate debtor's going concern. Accordingly, the adjustment of ₹85.13 crores towards pre-CIRP dues was illegal, and the appeal was dismissed.

5. **Income Tax Officer v. Solar Voltaic Power LLP** ([click here](#))

Citation: Company Appeal (AT) (Ins.) No. 286 of 2025

Decided on: 13.03.2026

Facts

The case arose from CIRP proceedings against Solar Voltaic Power LLP, commenced on 19 September 2023, where the RP invited claims by public announcement. The Income Tax Department (“Appellant”) filed a claim of approximately ₹3.11 crores as operational debt but failed to provide complete supporting documents, including assessment orders, within the stipulated timeline despite repeated requests from the RP. The CoC subsequently approved a resolution plan with 100% voting share, allocating only ₹1.5 lakhs to the Department. The appellant challenged the plan before the NCLAT, contending that its claim was ignored and the allocation inadequate. The issues raised included whether the RP erred in rejecting the claim, whether failure to admit the claim resulted in unfair allocation, whether a creditor can challenge an approved plan after failing to timely substantiate its claim, and whether claims not included in an approved resolution plan stand extinguished under the IBC.

Judgment

The Hon’ble NCLAT dismissed the appeal and upheld the approved resolution plan, holding that the Income Tax Department (“Appellant”) failed to timely submit requisite supporting documents, including assessment orders, despite repeated requests from the RP, and that demand notices alone were insufficient to establish an enforceable claim. The Tribunal found the appellant negligent, noting that all prior communications were successfully received, and rejected arguments of inadvertent non-receipt. Regarding allocation, the Tribunal observed that the resolution plan’s financial structure provided ₹1.5 lakhs to the appellant, which exceeded the proportion it would have received if the claim had been admitted, in accordance with the waterfall mechanism under Section 53 of the IBC. On extinguishment, the Tribunal reaffirmed that claims not included in an approved resolution plan under Section 31 stand extinguished, emphasizing that equity aids the vigilant and the appellant failed to protect its rights in time. Finding no irregularity or illegality in the RP’s actions or the plan, the Tribunal concluded that the appeal exemplified unnecessary litigation by a public authority and dismissed it.

LABOUR LAW

1. Case: Hemant Walu Deshmukh And Ors vs Vasantrao Naik Vimukta Jatis And Nomadic Tribes Development Corporation And Anr., WP 6953 OF 2025

Decided on 17/03/2026 [Click here](#)

The Hon'ble Bombay High Court partly allowed a writ petition filed by ten employees serving as Peons and Clerk-cum-Typists with the Vasantrao Naik Vimukta Jatis & Nomadic Tribes Development Corporation Ltd., who had been continuously employed on a daily-wage basis since their appointments between 2006 and 2011 through a structured recruitment process against sanctioned vacant posts pursuant to a Board Resolution. The Court set aside the Industrial Court's order to the extent it denied permanency, holding that prolonged engagement of employees on daily wages against regular sanctioned posts, despite continuous and unbroken service exceeding a decade, constitutes unfair labour practice under Items 5 and 6 of Schedule IV of the MRTU & PULP Act, 1971. Accordingly, the petitioners were declared permanent employees with effect from 21 September 2018 (or the date of completion of 240 days of continuous service, whichever was earlier), and the Corporation was directed to grant all consequential benefits and clear arrears within six months. The judgment reinforces the principle that long-term temporary engagement in regular posts cannot be perpetuated indefinitely.

2. Case: Lata Suresh Usulkar vs Barati Vidyapeeth Ladies Hostel, WP 6784 OF 2013 with WP 6789, 6785, 6787,6790 OF 2013 and WP 12817 OF 2015

Decided on 12/03/2026 [Click here](#)

The Bombay High Court, partly allowed a batch of writ petitions filed by five sweepers (including legal heirs of one deceased petitioner) who had worked continuously for approximately eleven years at Bharati Vidyapeeth Ladies Hostel, Dhankawadi, Pune. The Court held that the petitioners were employees of the respondent institution, as their work was performed under the direct supervision and control of the Chief Rector and other hostel authorities. It further ruled that their oral termination on 30 November 2003 without issuance of notice or payment of retrenchment compensation was illegal and in violation of the mandatory provisions of Section 25F of the Industrial Disputes Act, 1947. Drawing an adverse inference against the management for failing to produce attendance registers and wage records, the Court set aside the Labour Court's order rejecting the reference. Considering that the petitioners had attained the age of superannuation during the pendency of the proceedings, the Court declined reinstatement and instead directed the respondent to pay a lump-sum

compensation of ₹2,00,000/- (Rupees Two Lakhs only) to each petitioner (or their legal heirs) within three months, failing which the amount shall carry interest at 6% per annum till realization.

3. Case: Rahul Pandey vs Badarpur Service Station, W.P.(C) 6739/2025

Decided on 30/03/2026 [Click here](#)

The Delhi High Court dismissed the writ petition filed by Rahul Pandey, a Salesman, challenging the award dated 03.05.2024 of Labour Court-IV, Rouse Avenue Courts, New Delhi, in LIR No. 2306/2022. The petitioner, employed since 30.11.2006, claimed his services were orally terminated following a serious accident on 27.02.2020 and alleged refusal of reinstatement despite recovery and lifting of Covid-19 lockdown restrictions. The Labour Court, after examining pleadings, evidence, and cross-examination, held that the workman had voluntarily abandoned his services from 25.02.2020, noting prolonged absence of nearly one-and-a-half years, material contradictions in his statements, and unchallenged management records including attendance and wage registers. The High Court refused to interfere, observing that the findings were based on proper appreciation of evidence and did not exhibit perversity or jurisdictional error, reiterating that re-appreciation of evidence is impermissible under Articles 226 and 227 unless findings are perverse or contrary to law. The writ petition was accordingly dismissed.

4. Case: Mohd. Ansari & Ors vs Delhi Technology University, W.P.(C) 10830/2020

Decided on 10/03/2026 [Click here](#)

The Delhi High Court (Justice Sanjeev Narula) has directed Delhi Technological University (DTU) to consider the regularisation of a group of contractual employees who were appointed between 2010 and 2011 through public advertisements issued by the Directorate of Information and Publicity, Government of NCT of Delhi. The petitioners underwent a formal selection process comprising screening, written/skill tests and interviews conducted by duly constituted Selection Committees and were appointed against sanctioned regular posts. Though initially engaged on contractual terms, they rendered continuous, uninterrupted and blemish-free service for nearly 15 years, performing perennial and essential administrative, ministerial and technical functions of the University. Rejecting the University's defence based on the Umadevi judgment, the Court held that the petitioners' appointments were neither illegal nor back-door in nature and that their prolonged continuation on contractual terms against regular institutional requirements was arbitrary and violative of Articles 14 and 16 of the Constitution. The Court

has directed DTU to constitute a Committee within eight weeks to assess sanctioned strength and existing vacancies in the relevant cadres and, where necessary, to seek creation of additional posts. Upon completion of this exercise, the University must consider and complete the regularisation of eligible petitioners within six months. Until the process is finalised, the petitioners shall not be replaced by outsourcing or fresh contractual appointments in respect of the functions they are presently discharging.

RENEWABLE ENERGY LAW

1. **Case Title:** Southern Power Distribution Company of Andhra Pradesh Limited & Anr. v. Green Infra Wind Solutions Limited & Ors. [\[Click Here\]](#)

Citation: 2026 INSC 294

Court: Supreme Court of India

Bench: Justices Pamidighantam Sri Narasimha and Atul S. Chandurkar

Decided on: 26 March 2026

FACTS

The present dispute arises from the Generation-Based Incentive (GBI) scheme introduced by the Ministry of New & Renewable Energy in December 2009, which provided ₹0.50 per kWh, capped at ₹62 lakh per MW, to wind power projects over and above tariffs determined by State regulators. Subsequently, the Andhra Pradesh Electricity Regulatory Commission (APERC) issued the 2015 Tariff Regulations, mandating that regulators “take into consideration” such incentives when fixing tariffs. In 2018, APERC directed that GBI payments be deducted from tariffs payable to generators. The Appellate Tribunal for Electricity (APTEL) reversed this deduction, directing refunds with interest. Andhra Pradesh distribution companies challenged this before the Supreme Court, contending that State regulators lacked authority to ignore Central grants and that deduction of GBI payments was necessary to protect consumer interests. The principal issues for consideration were: (i) whether State Electricity Regulatory Commissions possess jurisdiction to factor in Central grants like the GBI while determining tariffs; and (ii) whether APERC was justified in deducting GBI payments from tariffs payable to wind power generators.

JUDGMENT

The Court observed that regulators have plenary power over tariff determination but must exercise it collaboratively and not nullify the purpose of Union grants. It held that the mandate to “take into consideration” incentives allows regulators to factor them into tariffs but not to treat them as mandatory deductions. The Court emphasised that the GBI’s purpose is to incentivise renewable investment and help meet India’s climate commitments; converting it into a consumer subsidy defeats this aim. It stressed regulators’ duty to promote renewable energy under Section 61(h) of the Electricity Act and to harmonise their decisions with national and international climate obligations. Consequently, the appeal was dismissed; the Court confirmed that GBI must be paid **in addition to** the tariff and affirmed APTEL’s order directing refunds.

2. **Case Title:** Indian Energy Exchange Limited v. Central Electricity Regulatory Commission & Ors. [[Click Here](#)]

Citation: Appeal No. 298 OF 2025

Court: Appellate Tribunal for Electricity (APTEL)

Bench: Chairperson Justice Ramesh Ranganathan

Decided on: 16 February 2026

FACTS

CERC issued directions for market coupling of power exchanges, proposing a unified interface to optimise bids and transmission. Indian Energy Exchange Limited (IEX) appealed, asserting that the directions were final and would destroy its business model; it also pointed to pending investigations by the Securities and Exchange Board of India (SEBI). CERC contended that the directions were preparatory and would take effect only after final regulations. The Key issue involved is Whether the CERC’s directions amounted to final regulations subject to appellate review and whether IEX, fearing loss of market share, qualified as a “person aggrieved.”

JUDGMENT

APTEL held that CERC’s directions were only preliminary and that market coupling would come into effect after formal regulations were framed. Since no binding decision had been

taken, the appeal was premature; mere apprehension of loss did not confer aggrieved status. The Tribunal dismissed the appeal and allowed CERC to proceed with framing regulations, leaving objections open to challenge once actual regulations are notified.

3. **Case Title:** Minar Renewable Energy Projects Pvt. Ltd. v. Kerala State Electricity Regulatory Commission & Ors. ([Click Here](#))

Citation: Appeal No. 431 of 2019

Court: Appellate Tribunal for Electricity (APTEL)

Bench: Chairperson Justice Ramesh Ranganathan and Technical Member Ajay Talegaonkar

Decided on: 5 January 2026

FACTS

Minar Renewable developed an 8 MW small hydro project in Kerala. The Kerala Commission determined a project-specific tariff by treating State government policy directions as binding. Minar challenged the order, arguing that the Commission was bound to determine a generic tariff under the Renewable Energy Regulations 2015 and that State policy could not override statutory regulations. The Key issue involved is Whether the Commission erred in adopting a project-specific tariff instead of a generic tariff under the 2015 Renewable Energy Regulations and whether State policy directions can influence tariff determination.

JUDGMENT

APTEL held that tariff determination must conform to the statutory Renewable Energy Regulations. State policies may guide but cannot control tariff fixation. The project-specific tariff order was set aside; the matter was remanded to KSERC to determine a generic tariff. Pending tariff determination, the Tribunal directed an interim tariff of ₹4.65/kWh.

4. **Case Title:** Mokia Green Energy Private Limited v. Punjab State Power Corporation Ltd. & Ors. ([Click Here](#))

Citation: Appeal No. 323 of 2025

Court: Appellate Tribunal for Electricity (APTEL)

Bench: Chairperson Justice Ramesh Ranganathan and Technical Member Ajay Talegaonkar

Decided on: 8 January 2026

FACTS

Punjab Energy Development Agency issued a 2013 Request for Proposal for solar PV projects. Bidders had to quote discounts against a generic solar tariff and elect either normal or accelerated **depreciation** rates. Mokia Green Energy developed a 4 MW solar project, commissioned in April 2015, and opted for normal depreciation. In January 2025, Punjab State Power Corporation Limited (PSPCL) reduced the PPA tariff by ₹0.88/kWh and demanded ₹7.95 crore, alleging that Mokia had availed accelerated depreciation. The Punjab Commission upheld this demand, leading Mokia to appeal. The key issues were Whether 80% tax depreciation qualifies as accelerated depreciation under the PPA, allowing tariff revision, and whether PSPCL could withhold payments or should release part of pending bills.

JUDGMENT

The Tribunal analysed the statutory and accounting concepts of accelerated depreciation and noted that neither the Income-Tax Act nor the Rules define the term; it is used in policy to describe higher depreciation rates. It observed that solar assets can opt for either straight-line (SLM) or written-down value (WDV) methods, and high WDV rates do not necessarily amount to accelerated depreciation. The Tribunal concluded that Mokia's choice of an 80% WDV rate did not breach the PPA and that PSPCL lacked contractual authority to retrospectively revise the tariff. Accordingly, the appeal was dismissed as devoid of merit; however, recognising that the generator was operating without payment, APTEL remanded the matter to the Punjab Commission to decide within two months what percentage of monthly bills should be paid to keep the project viable.

5. **Case Title:** Director, Aryan Renewable Energy Private Limited v. Central Electricity Regulatory Commission & Ors. [\(Click Here\)](#)

Citation: Appeal No. 185 of 2018

Court: Appellate Tribunal for Electricity (APTEL)

Bench: Chairperson Justice Ramesh Ranganathan and Technical Member Ajay Talegaonkar

Decided on: 8 January 2026

FACTS

Aryan Renewable proposed a 1,200 MW thermal project in Madhya Pradesh and obtained Long-Term Access (LTA) from the Central Transmission Utility. A Bulk Power Transmission Agreement (BPTA) was executed and a bank guarantee furnished. When environmental clearance for water drawal was denied, the project was abandoned. Aryan Renewable argued that this force-majeure event excused performance and that no transmission capacity was utilised. CERC nevertheless imposed relinquishment charges under Regulation 18 of the Connectivity Regulations 2009 and invoked the bank guarantee. Aryan appealed to APTEL. The key issues are Whether Regulation 18 applies to unused “zero-day” LTAs due to force majeure, and if the BPTA’s force-majeure clause overrides the obligation to pay relinquishment charges.

JUDGMENT

APTEL reaffirmed that Regulation 18 imposes a statutory liability to pay relinquishment charges once LTA is granted and the BPTA executed. It held that the regulation applies even when the project never begins operation; a “zero-day” use falls within Regulation 18(1)(b). The Tribunal rejected arguments that force majeure created a casus omissus, noting that the right to use the inter-State transmission system vests upon grant of LTA and that the regulation distinguishes only between usage less than twelve years and more than twelve years. It also held that the force-majeure clause in the BPTA excuses contractual claims for loss or damage but cannot override statutory charges. Accordingly, the appeal was dismissed and the liability to pay relinquishment charges confirmed.

6. **Case Title:** Himachal Pradesh Electricity Board Ltd. v. Kundan Hydro (Luni) Pvt. Ltd. & Ors. [\[Click Here\]](#)

Citation: LPA No. 492 of 2024

Court: Himachal Pradesh High Court

Bench: Justices Vivek Singh Thakur and Bipin Chand Karki

Decided on: 9 January 2026

FACTS

A small hydro project developer sought a power purchase agreement (PPA) at tariffs fixed

under the Himachal Pradesh Electricity Regulatory Commission (HPERC) Tariff Order 2017. A Single Judge of the High Court directed the State Electricity Board to sign the PPA at that tariff. The Board appealed, contending that tariff fixation falls exclusively within the domain of the regulatory commission. The key issues are Whether a Single Judge can direct execution of a PPA at a specific tariff, or if tariff determination is exclusively within the State Electricity Regulatory Commission's jurisdiction.

JUDGMENT

The Division Bench held that tariff determination is solely within the regulatory commission's jurisdiction and cannot be fixed by courts. It allowed the appeal, set aside the Single Judge's directions and relegated the parties to the HPERC to determine tariff.

7. **Case Title:** Madhya Pradesh Power Management Company Ltd. v. JK Minerals Pvt. Ltd. & Ors. ([Click Here](#))

Citation: APL No. 375 OF 2019

Court: Appellate Tribunal for Electricity (APTEL)

Bench: Chairperson Justice Ramesh Ranganathan and Technical Member Ajay Talegaonkar

Decided on: 19 January 2026

FACTS

JK Minerals set up a solar power plant in Madhya Pradesh and sought long-term open access to sell electricity to industrial consumers. The State transmission utility repeatedly denied open access approvals, citing grid constraints. Despite the denial, the plant injected power into the grid between September 2017 and May 2018; Madhya Pradesh DISCOMs used the energy without payment. JK Minerals petitioned CERC for compensation. CERC held in favour of the generator; the DISCOM appealed to APTEL. The key issues are Whether a generator is entitled to compensation for power injected without an open-access agreement and if unjust enrichment applies when the utility consumes such electricity without payment.

JUDGMENT

APTEL held that electricity injected into the grid is a valuable commodity; accepting it without payment constitutes unjust enrichment. The Tribunal invoked Section 70 of the Contract Act

to order compensation for supplies made between 15 September 2017 and 10 May 2018 at the Average Power Purchase Cost plus carrying cost. The DISCOM's appeal was dismissed.

8. **Case Title:** Gujarat Urja Vikas Nigam Limited; Punjab State Power Corporation Limited; Haryana Power Purchase Centre v. Tata Power Company Limited & Ors. [\[Click Here\]](#)

Citation: (Appeal Nos. 348, 371, and 400 of 2025)

Court: Appellate Tribunal for Electricity (APTEL)

Bench: Chairperson Justice Ramesh Ranganathan and Technical Member Ajay Talegaonkar

Decided on: 25 February 2026

FACTS

The appellants are distribution utilities procuring power under a 2007 composite Power Purchase Agreement (PPA) with Tata Power for a coastal Gujarat thermal project. Disputes arose over fuel cost escalation and other terms. The Central Electricity Regulatory Commission (CERC) held that PPA disputes fell outside its jurisdiction and directed the parties to arbitration, relying on a Supreme Court judgment involving Damodar Valley Corporation. The utilities appealed, arguing that because the project supplies power to multiple States, Section 79(1)(f) of the Electricity Act gives CERC exclusive jurisdiction. The Key issue is Whether CERC erred in referring the dispute to arbitration instead of exercising its regulatory jurisdiction under Section 79(1)(f) and whether the Damodar Valley Corporation precedent applies to composite PPAs.

JUDGMENT

APTEL held that CERC had jurisdiction over disputes arising from composite PPAs supplying more than one State and that Section 79(1)(f) overrides arbitration clauses. The Tribunal distinguished the Damodar Valley decision, noting that it concerned a State Commission and did not apply to composite schemes. It ruled that contractual arbitration cannot oust statutory adjudication powers. Accordingly, the appeals were allowed, CERC's order was set aside and the matter remanded to CERC for adjudication.

9. **Case Title:** Jameskutty Thomas & Ors. v. Kerala State Electricity Regulatory Commission & Ors. ([Click Here](#))

Citation: APL No. 384 OF 2025

Court: Appellate Tribunal for Electricity (APTEL)

Bench: Chairperson Justice Ramesh Ranganathan and Technical Member Ajay Talegaonkar

Decided on: 16 February 2026

FACTS

The Kerala Commission directed domestic solar prosumers to pay fixed charges under two options: (i) based on total electricity consumption during the billing period; or (ii) a flat charge of ₹47/kWh per month on the total connected load. Prosumers contended that they were willing to pay based on connected load rather than consumption and challenged the interim arrangement. They appealed to APTEL. The key issue is Whether KSERC's interim order on fixed charges was arbitrary or contrary to law and whether prosumers' willingness to pay based on connected load affects the Commission's decision.

JUDGMENT

APTEL dismissed the appeal. It noted that the Commission's order recorded that prosumers had consented to pay fixed charges based on connected load. Since the appellants did not specifically dispute this recorded consent, the Tribunal held they could not challenge the interim arrangement. It further held that KSERC's interim measure, allowing payment either on consumption or at ₹47/kWh of connected load, was a reasonable proxy pending final determination. Thus, the appeal was dismissed and the fixed-charge framework upheld.

WHITE COLLAR CRIMES

1. **Case Name:** Deputy Director, Directorate of Enforcement v. Deputy Superintendent of Police ([Click Here](#))

Citation: 2026 MHC 922

Court: Madras High Court

Decided On: 05.03.2026

FACTS

The case arose from parallel proceedings involving a predicate offence under the Prevention of Corruption Act, 1988, and a corresponding offence under the Prevention of Money Laundering Act, 2002 (PMLA). The CBI had already filed a charge sheet before the Special Court for CBI Cases, Chennai, with the trial at an advanced stage, while the Enforcement Directorate initiated proceedings under the PMLA and filed a complaint before the designated PMLA Special Court. The ED sought consolidation of proceedings under Section 44(1)(c) of the PMLA, requesting transfer of the predicate offence to the PMLA Court, which the CBI Court rejected on the ground of delay. The key issues raised were whether committal of the predicate offence to the PMLA Special Court under Section 44(1)(c) is mandatory upon application by the ED, and whether there exists an interplay between Special Courts constituted under the PMLA and those under the PC Act in handling parallel or overlapping proceedings.

JUDGEMENT

The case arose from parallel proceedings involving a predicate offence under the Prevention of Corruption Act, 1988, and a corresponding offence under the Prevention of Money Laundering Act, 2002 (PMLA), where the CBI had filed a charge sheet before the Special Court for CBI Cases, Chennai, with the trial at an advanced stage, while the Enforcement Directorate initiated proceedings under the PMLA before the designated PMLA Special Court; the ED sought consolidation under Section 44(1)(c) of the PMLA, requesting transfer of the predicate offence to the PMLA Court, which the CBI Court rejected citing delay, raising the key issues of whether committal of the predicate offence to the PMLA Special Court under Section 44(1)(c) is mandatory upon the ED's application, and whether an interplay exists between Special Courts constituted under the PMLA and those under the PC Act in managing parallel or overlapping proceedings.

2. **Case Name:** Pradeep Nirankarnath Sharma v. Directorate of Enforcement and Anr. ([Click Here](#))

Citation: 2025 INSC 349

Court: Supreme Court

Decided On: 17.03.2026

FACTS

The appellant, Pradeep Nirankarnath Sharma, challenged the Gujarat High Court's order upholding the rejection of his discharge application in PMLA proceedings, wherein the Enforcement Directorate had registered an ECIR based on two predicate offences involving allegations of corruption, cheating, forgery, and criminal conspiracy under the IPC and the Prevention of Corruption Act, relating to his tenure as a public servant, including illegal land allotments, financial loss to the State, and illegal gratification routed through his spouse, which allegedly generated "proceeds of crime" laundered via financial transactions and hawala channels; the appellant sought discharge under Section 227 CrPC, contending that the alleged acts predated the enforcement of PMLA or inclusion of the relevant offences in its Schedule, that no prima facie material established money laundering, and that PMLA could not be applied retrospectively, while the Special Court and High Court rejected this application, raising key issues before the Supreme Court of whether PMLA could be invoked for predicate offences occurring prior to their inclusion in the Schedule, whether money laundering constitutes a continuing offence extending liability while proceeds are possessed or projected as untainted property, and whether the material at the discharge stage disclosed a prima facie case and satisfied the statutory monetary threshold under the unamended PMLA.

JUDGMENT

The Supreme Court dismissed the appeal, upholding the lower courts' orders and holding that no case for discharge was made out at the pre-trial stage, reaffirming that money laundering under Section 3 of the PMLA is an independent and continuing offence, persisting so long as the proceeds of crime are concealed, possessed, used, or projected as untainted property, such that even predicate offences predating the Act or their inclusion in the Schedule attract liability for subsequent dealings; relying on *Vijay Madanlal Choudhary v. Union of India*, the Court clarified that the relevant date is when the accused engages with the proceeds, negating any retrospective application argument, and emphasized that at the discharge stage, the test is whether the material raises a "grave suspicion," without detailed evaluation, noting that the ED's financial trails and layered transaction allegations sufficed to establish a prima facie case, that the total proceeds exceeded the ₹30 lakh threshold under the unamended PMLA, and that proceedings should not be quashed preliminarily absent compelling legal infirmities, directing that the appellant face trial to determine the full extent of alleged wrongdoing.

3. Case Name: Y. Shiva Reddy v. Directorate of Enforcement ([Click Here](#))

Citation: 2026: BHC-AS:11569-DB

Court: Bombay High Court

Decided On: 09.03.2026

FACTS

The petitioner, Deputy Director (Town Planning) at the Vasai-Virar City Municipal Corporation (VCCMC), challenged his arrest by the Enforcement Directorate (ED) under the PMLA, arising from multiple FIRs between 2019–2023 concerning illegal construction of 41 buildings on reserved land using forged permissions, which were demolished pursuant to High Court directions. An ECIR was registered in February 2025 based on these FIRs, and during investigation, statements under Section 50 PMLA were recorded, with searches at the petitioner’s premises seizing ₹8.23 crores in cash and high-value jewellery. Information shared with state authorities led to a separate FIR under the Prevention of Corruption Act, 1988 in August 2025, linked to the ECIR, culminating in the petitioner’s arrest on 13 August 2025 and remand to custody. The petitioner approached the High Court seeking declaration of the arrest as illegal and violative of constitutional safeguards, and quashing of remand orders, raising issues including whether the arrest under Section 19 PMLA was illegal due to non-compliance with statutory safeguards and absence of jurisdictional facts constituting money laundering, whether his lack of direct implication in the predicate FIRs barred invocation of PMLA provisions, and whether the arrest lacked material establishing nexus with the alleged proceeds of crime or was a disproportionate exercise of power given his prior cooperation with the investigation.

JUDGMENT

The Bombay High Court dismissed the petition, holding that no illegality or violation of statutory safeguards was established. The Court emphasized that judicial review of arrests under special statutes like the PMLA is limited to cases of manifest arbitrariness or gross procedural non-compliance. It found that the ED had complied with Section 19, recording “reasons to believe,” providing grounds of arrest, and producing the petitioner before the competent court. The Court observed that substantial material including seized unaccounted

assets, witness statements, and digital evidence justified the ED's subjective satisfaction regarding the petitioner's involvement in money laundering. It rejected the argument that absence of direct implication in the initial FIRs invalidated proceedings, holding that money laundering is an independent offence arising from subsequent handling of proceeds of crime. The Court also upheld the validity of the later Prevention of Corruption Act FIR as a predicate offence linked to the ECIR. It clarified that sufficiency of evidence, nexus between assets and crime, and evidentiary weight of statements are matters for trial or bail, not writ jurisdiction. Finding no procedural or jurisdictional error, the Court upheld the arrest and noted that the petition appeared to attempt circumventing the stringent bail regime under Section 45 PMLA.

4. Case Name: Lalu Prasad Yadav v. Central Bureau of Investigation ([Click Here](#))

Citation: 2026: DHC: 2436

Court: Delhi High Court

Decided On: 24.03.2026

FACTS

The petitioner, Lalu Prasad Yadav, filed under Article 226 of the Constitution read with Section 482 CrPC seeking quashing of FIRs, charge-sheets, and cognizance orders arising from alleged irregular Group-D railway appointments between 2004–2009. The CBI's 2021 preliminary enquiry revealed that certain appointees transferred land in Patna to the petitioner's family or controlled entities at undervalued rates in exchange for appointments, leading to FIRs under Section 120-B IPC and Sections 11, 12, 13(1)(d), and 13(2) of the Prevention of Corruption Act, 1988 (pre-amendment). The petitioner contended that the investigation was flawed due to absence of prior sanction under Section 17A PC Act, suppression of earlier closure reports, and argued that Section 17A's applicability to pre-2018 offences and acts constituting "recommendations or decisions" in discharge of official functions should protect him. The Court also considered whether a belated challenge to investigation at the cognizance stage could be entertained under writ or inherent jurisdiction.

JUDGMENT

The Delhi High Court dismissed the petition, holding that Section 17A of the Prevention of Corruption Act, 1988 is prospective and does not apply to offences allegedly committed

between 2004 and 2009, as the provision confers substantive protection and cannot be applied retrospectively absent express legislative intent. The Court observed that even on merits, the petitioner was not the competent authority to make or approve appointments, and the alleged acts could not be construed as “recommendations or decisions” in discharge of official functions to attract prior approval under Section 17A. It further held that procedural irregularities in investigation do not automatically vitiate proceedings unless actual prejudice is demonstrated, which was absent, and emphasized that anti-corruption statutes should be interpreted to advance the object of eradicating corruption rather than shielding accused persons on technical grounds. Additionally, the Court declined to exercise its extraordinary jurisdiction, noting that the petitioner had participated in proceedings and approached the Court belatedly after cognizance had been taken, and accordingly, the petition was held devoid of merit and dismissed.

ENVIRONMENTAL LAW

1. Case Title: Sujata Bora v. Coal India Limited

Court: Supreme Court of India

Decided on: 13 January, 2026

Brief Facts:

The case concerned the scope of corporate responsibility and the integration of Environmental, Social, and Governance (ESG) principles within corporate governance, with the petitioner, Sujata Bora, raising concerns regarding workplace inclusion and accessibility for persons with disabilities at Coal India Limited, a public sector undertaking. The petitioner argued that corporations, especially public sector entities, function as social institutions and must uphold constitutional values of equality, dignity, and non-discrimination by implementing inclusive employment practices and accessibility measures. She emphasized that ESG standards require integration of social responsibility into governance frameworks, reflecting the evolution of corporate accountability beyond financial performance to include sustainability, inclusion, and governance. The Court considered whether corporate entities are obligated to adopt disability inclusion policies, whether workplace accessibility constitutes a component of ESG governance, and whether social sustainability must be embedded within corporate governance structures.

Judgment:

The Supreme Court held that corporate responsibility transcends profit-making to encompass social and governance obligations, emphasizing that corporations must operate in accordance with constitutional values and ensure inclusivity in the workplace. The Court observed that ESG frameworks require integration of social responsibility into governance practices, highlighting that disability inclusion is a constitutional obligation, not charity. It directed Coal India Limited to conduct accessibility audits and implement inclusive employment policies, underscoring that corporate governance must align with sustainability and social responsibility principles. This judgment represents a significant development in ESG jurisprudence, broadening corporate accountability and governance duties. [“click here”](#)

2. **Case Title:** Bhopal Municipal Corporation v. Dr. Subhash C. Pandey & Ors.

Court: Supreme Court of India

Decided on: 19 February, 2026

Brief Facts

The Supreme Court addressed improper solid waste management and non-compliance with environmental regulations by municipal authorities, arising from failures in waste segregation, disposal, and treatment under applicable norms. The Court noted deficiencies in waste processing infrastructure, improper dumping, and violations of Solid Waste Management Rules, raising broader ESG concerns related to environmental protection, governance accountability, and public health risks. The issues included whether municipal authorities failed to comply with regulations, violated environmental norms, required stronger compliance mechanisms, and should be directed to implement environmental safeguards effectively.

Judgment

The Supreme Court emphasized that effective solid waste management is essential for environmental protection, public health, and sustainable urban development, noting that improper disposal causes environmental degradation, water contamination, and health hazards. It underscored the statutory duty of municipal authorities to implement segregation, processing, and scientific disposal under the Solid Waste Management Rules, observing that failures reflect serious governance lapses. The Court directed authorities to strengthen infrastructure, ensure strict compliance, establish monitoring and accountability mechanisms, submit periodic

reports, and coordinate with state governments and regulators. Recognizing environmental protection as a constitutional obligation under Article 21, the Court stressed that governance must convert policy into action, including long-term strategies, public awareness initiatives, and enforcement measures. The judgment reinforces ESG principles by mandating sustainability, accountability, and regulatory adherence, compelling proactive measures to safeguard environmental and public welfare. [‘Click here’](#)

3. **Case Title:** Illegal Sand Mining in National Chambal Sanctuary

Court: Supreme Court of India

Decided on: 20 March, 2026

Brief Facts

The Supreme Court addressed illegal sand mining in the National Chambal Sanctuary spanning Rajasthan, Madhya Pradesh, and Uttar Pradesh, noting that unauthorized activities were causing severe environmental degradation and threatening wildlife habitats, including endangered gharial and aquatic species. The Court highlighted the destruction of river ecosystems and the failure of authorities to enforce existing environmental laws and regulatory mechanisms. Emphasizing environmental governance, the Court considered the need for stronger monitoring, strict enforcement, and accountability of officials responsible for preventing illegal mining. The judgment underscores the importance of protecting protected areas, maintaining ecological balance, and ensuring regulatory compliance to uphold environmental sustainability.

Judgment

The Supreme Court observed that illegal sand mining in the National Chambal Sanctuary poses a grave threat to ecological balance, biodiversity, and the sustainability of river ecosystems, which serve as habitats for endangered species such as gharial, freshwater turtles, and river dolphins. The Court emphasized that unauthorized mining disrupts natural habitats, causes irreversible environmental damage, and adversely affects local communities dependent on river ecosystems. It noted that failure of authorities to prevent such activities reflects serious governance deficiencies and directed regulatory bodies to ensure strict enforcement of environmental laws, adopt proactive measures, strengthen monitoring mechanisms, and implement technological tools such as surveillance and periodic inspections. The Court further mandated coordination between state governments and enforcement agencies, submission of

compliance reports, and identification of officials accountable for regulatory lapses. Highlighting that environmental protection is integral to sustainable development and constitutional governance, the Court underscored the need for preventive strategies, accountability, and strict adherence to environmental regulations. The judgment reinforces ESG principles by promoting environmental sustainability, governance accountability, and regulatory compliance, and reiterates that authorities must take immediate and effective measures to prevent environmental degradation and protect biodiversity [‘Click here’](#)

AUTOMOBILE SECTOR

1. ANI Technologies Pvt. Ltd. & Ors. v. State of Karnataka & Ors., Writ Appeal No. 906 of 2025 (c/w connected matters)

Court: High Court of Karnataka

The Karnataka High Court held that motorcycles can be registered and used as transport vehicles and contract carriages under the Motor Vehicles Act, 1988, but that there is no automatic or unqualified right to operate bike taxi services, which remain subject to statutory regulation, permits, and licensing requirements. The case arose from writ appeals challenging a Single Judge’s order dated 02.04.2025, which had held that motorcycles could be registered as transport vehicles, but no direction could be issued to the State Government to permit bike taxi operations in the absence of a notified framework under Section 93. Before the Division Bench of Chief Justice Vibhu Bakhru and Justice C.M. Joshi, the Court examined whether motorcycles fall within the statutory definitions of “transport vehicle,” “motor cab,” and “contract carriage,” and whether motorcycle owners or aggregators like Ola, Uber, and Rapido had a right to operate bike taxi services. Relying on the Central Government notification dated 05.11.2004 and the clarification dated 22.01.2024, the Court held that motorcycles used for hire to carry passengers qualify as motor cabs and contract carriages under Section 2(7). While recognizing that operating taxi services is a legitimate trade under Article 19(1)(g) of the Constitution, the Court emphasized that such operations are subject to reasonable restrictions under Article 19(6), including compliance with statutory licensing, permit requirements, and regulatory control by the State. The Court further clarified that aggregator licenses under Section 93 and relevant rules govern such services. Accordingly, the Court concluded that motorcycles can function as transport vehicles and contract carriages, but bike taxi operations

must comply with applicable legal and regulatory requirement, and disposed of the writ appeals in these terms. [Click Here](#)

2. **Raji Joshi @ Reji Joshi v. State of Kerala, Crl. Appeal No. 1822 of 2024**

Court: High Court of Kerala

The Kerala High Court dismissed a criminal appeal challenging an order of the Motor Accident Claims Tribunal, Perumbavoor, which had directed initiation of proceedings on the ground that a forged driving licence was produced in evidence in M.C. No. 2/2014 in O.P.(MV) No. 1701/2007. The Tribunal had found that the licence (Ext.B2) was issued to another person and that a false document was tendered to avoid legal consequences, forwarding the matter for action under provisions relating to fabrication of false evidence. Pursuant to the Tribunal's complaint, the Judicial First Class Magistrate Court-I, Perumbavoor, took cognizance of an offence under Section 193 IPC, and proceedings were stayed due to the present appeal. Before the High Court, the appellant contended that the Tribunal had failed to form an opinion on whether it was "expedient in the interest of justice" under Section 340 CrPC, relying on precedents including *Iqbal Singh Marwah v. Meenakshi* and *Pritish v. State of Maharashtra*. The Court held that although the impugned order did not expressly use the phrase, the reasoning satisfied the requirement of expediency in the interest of justice, and that tendering a forged document attracts Section 193 IPC, necessitating proceedings under Section 340 CrPC. The Court concluded that the Tribunal had correctly followed the procedure, found the challenge meritless, and dismissed the appeal, directing the Magistrate Court to proceed with the trial. [Click Here](#)

REAL ESTATE LAWS

Facts

The case before the Bombay High Court arose from a dispute between Rare Townships Pvt. Ltd. (Promoter) and Mitul Gada (Allottee) concerning two residential flats in the "North Sea Heights" project. The Allottee had paid substantial amounts under an agreement executed on 2nd November 2015, with possession due by 31st December 2018. The Promoter failed to deliver possession within the agreed timeline, prompting the Allottee to approach MahaRERA under Section 18 RERA for refund with interest. The Adjudicating Officer directed the refund in 2021, which the Promoter challenged. In April 2025, the Bombay High Court remanded the

matter to MahaRERA but directed that the deposited amount be placed in the Authority's account. MahaRERA subsequently directed refund in September 2025. The Promoter appealed to the Maharashtra Real Estate Appellate Tribunal, which granted conditional stay but permitted the Allottee to withdraw the deposited amounts subject to an undertaking to repay if the appeal succeeded. The Promoter challenged this withdrawal before the Bombay High Court, contending that Section 43(5) RERA mandated pre-deposit and barred release of amounts, citing the Supreme Court's decision in *Newtech Promoters and Developers Pvt. Ltd. v. State of UP* (2021), while the Allottee argued that withdrawal with safeguards was consistent with the statutory scheme and consumer-protection objectives of RERA.

Judgement

The Bombay High Court held that the proviso to Section 43(5) RERA is a condition precedent for entertaining an appeal but does not prohibit withdrawal of deposited amounts. The Court observed that neither express nor implied provisions bar such release, and the Appellate Tribunal has discretionary power to grant relief. The refund under Section 18 represents the Allottee's own money, and continued withholding would cause financial hardship. Considering the prolonged delay and circumstances, the Court held that the Tribunal had judiciously exercised its discretion in permitting withdrawal subject to safeguards, including restitution with interest if the appeal succeeds. No substantial question of law arose, and the appeals were dismissed. The ruling strengthens homebuyers' rights to interim financial relief, reduces incentives for Promoters to prolong litigation, and enhances accountability in project execution.

CONSTRUCTION ARBITRATION

- 1. International (India) Pvt. Ltd. and Others v. Airports Authority of India**
Civil Appeal Nos. 37–38 of 2026 | Supreme Court of India (J.B. Pardiwala and K.V. Viswanathan, JJ.) | January 5, 2026 | 2026 SCC OnLine SC 7 | 2026 INSC 6

Facts

The case arose from contracts awarded by the Airports Authority of India (AAI) to Bhadra International (India) Pvt. Ltd., Novia International Consulting Aps, and their consortium for ground handling services, formalized through two License Agreements dated 29 November 2010, which included Clause 78 mandating that all disputes be referred to sole arbitration appointed exclusively by the Chairman of AAI. Disputes arose in 2015, and the appellants invoked the arbitration clause on 27 November 2015, shortly after the Arbitration and

Conciliation (Amendment) Act, 2015 inserted Section 12(5). The Chairman appointed a sole arbitrator, and proceedings continued from 2016 to 2018, culminating in a 'Nil' award on 30 July 2018. The appellants challenged the award under Section 34, contending that the Chairman's appointment was unilateral and invalid, relying on precedents such as *TRF Ltd. v. Energo Engineering Projects Ltd.* and *Perkins Eastman Architects DPC v. HSCC (India) Ltd.* The Single Judge rejected the challenge, noting no disqualification and that the procedural order recording 'no objection' constituted express written waiver, while the Division Bench dismissed the Section 37 appeal, holding that the appointment was not unilateral since it was made pursuant to the appellants' own written request and that their two-year participation without objection amounted to submission to jurisdiction. The primary issue before the Supreme Court was whether the Chairman's appointment of the sole arbitrator, in light of Section 12(5) and the appellants' prior conduct, was valid or vitiated by ineligibility or unilateral exercise of power.

Court's Reasoning and Final Outcome

The Court reaffirmed that equal treatment of parties under Section 18 extends to the appointment procedure. Section 12(5) overriding all prior agreements renders ineligible any person falling within the Seventh Schedule, and an ineligible appointer cannot delegate power to appoint another (*TRF; Perkins Eastman; Bharat Broadband Network Ltd. v. United Telecoms Ltd.* (2019) 5 SCC 755). The Chairman of AAI attracted Items 1, 2, 5, 12, and 13 of the Seventh Schedule. A Section 21 notice invoking arbitration does not constitute consent to a specific appointment. On waiver, the Court held that the proviso requires a conscious, deliberate, post-dispute express agreement in writing categorically distinct from the deemed waiver under Section 4. Neither the 'no-objection' recording in the procedural order, nor filing of a statement of claim, nor joint Section 29A extensions, nor continued participation satisfies this standard (*Bharat Broadband; Hindustan Construction Co. Ltd. v. Bihar Rajya Pul Nirman Nigam Ltd.*, 2025 SCC OnLine SC 2578). On the right to raise the challenge under Section 34, the Court held that an award by an ineligible arbitrator is a nullity non-est, unenforceable and goes against the public policy of India (CORE II). An objection to inherent lack of jurisdiction may be raised at any stage. The Court prospectively directed that arbitrators in unilateral appointments must at the first hearing insist upon a written waiver under the proviso, failing which they must withdraw. Appeals allowed; awards set aside; parties directed to initiate fresh arbitration.

Source: [Click Here](#)

2. Jan De Nul Dredging India (P) Ltd. v. Tuticorin Port Trust

*Civil Appeal No. 98 of 2026 | Supreme Court of India (P.S. Narasimha and Pankaj Mithal, JJ.)
| January 7, 2026 | (2026) 3 SCC 186*

Facts-

The case arose from a capital dredging contract awarded by the Tuticorin Port Trust to Jan De Nul Dredging India (P) Ltd. for Rs. 465,47,56,517/-, formalized through a licence agreement dated 27 December 2010 to deepen the port channel to 12.80 metre draught vessels within 14 months. The appellant deployed major dredgers, completed the work eight months ahead of schedule, and received a Completion Certificate on 2 April 2012. A final bill submitted on 29 May 2012 remained partially unsettled, leading to disputes referred to a three-member Arbitral Tribunal, which, in its award dated 18 October 2014, granted Rs. 14,66,04,216/- under Claim 7 as idle charges for the Backhoe Dredger (BHD), interpreting Clauses 38, 41.1, 41.2, and 51.1 together. The Tuticorin Port Trust challenged this award under Section 34, contending that Clause 38 applied only to major dredgers, but the Single Judge dismissed the petition, holding the Tribunal's interpretation plausible. On appeal under Section 37, the Division Bench allowed the challenge, deleting Claim 7 on the ground that idle time compensation was limited to major dredgers. The appellant argued before the Supreme Court that Section 37 does not permit re-evaluation beyond Section 34, and the Tribunal's interpretation, upheld at the first stage, could not be displaced, while the respondent relied on *Ssangyong Engg. & Construction Co. Ltd. v. NHAI* to justify appellate interference on grounds of patent illegality, which the Court distinguished.

Court's Reasoning and Final Outcome

The Court, speaking through Pankaj Mithal, J., reaffirmed the settled position from *MMTC Ltd. v. Vedanta Ltd.* (2019) 4 SCC 163, *Konkan Railway Corpn. Ltd. v. Chenab Bridge Project* (2023) 9 SCC 85, and *Punjab State Civil Supplies Corpn. Ltd. v. Sanman Rice Mills* (2025) 13 SCC 789, that interference under Section 37 is virtually prohibited and cannot exceed the scope of Section 34. The appellate court under Section 37 cannot reappraise evidence or adopt a different contractual interpretation. On merits, the Court held that Clause 38 addressing idle charges for the major dredger nowhere prohibited claims for other equipment including the

BHD; Clauses 41.1/41.2 and 51.1 must be read conjointly; and the NIT permitted deployment of the BHD without specifying major or minor classification. The Tribunal's interpretation was a plausible view, affirmed under Section 34. Per *Larsen Air Conditioning & Refrigeration Co. v. Union of India* (2023) 15 SCC 472, if an arbitrator construes a contract reasonably, the award cannot be set aside even if another view is possible. The Division Bench had exceeded its jurisdiction. Appeal allowed; award of Rs. 14,66,04,216/- restored; no order as to costs.

Source: [Click Here](#)

3. C. Velusamy v. K. Indhera

Civil Appeal No(s). of 2026 (SLP (C) No. 6551 of 2025) | Supreme Court of India (P.S. Narasimha and A.S. Chandurkar, JJ.) | February 3, 2026 | 2026 SCC OnLine SC 142 | 2026 INSC 112

The case arose from three agreements to sell between C. Velusamy (appellant) and K. Indhera (respondent) dated 19 December 2015, 31 July 2018, and 24 March 2021. Disputes led to the appointment of a sole arbitrator by High Court order on 19 April 2022. Pleadings concluded on 20 August 2022, commencing the twelve-month statutory mandate, which the parties extended by six months under Section 29A(3), setting the deadline at 20 February 2024. Arguments concluded on 9 September 2023, but proceedings were reopened for settlement discussions, which failed. The arbitrator reserved the matter again on 30 January 2024 and passed the award on 11 May 2024, after the mandate had expired. The respondent filed a Section 34 petition challenging the award for expiry of mandate, while the appellant filed a Section 29A application on 12 November 2024 seeking post-award extension. The High Court dismissed the Section 29A application (24 January 2025), relying on *Suryadev Alloys & Power Pvt. Ltd. v. Govindaraja Textiles Pvt. Ltd.* and distinguishing *Rohan Builders (India) Pvt. Ltd. v. Berger Paints India Ltd.*, and subsequently allowed the Section 34 petition on 14 February 2025. Before the Supreme Court, the appellant argued for applicability of *Rohan Builders*, while the respondent contended that the 1996 Act contains no provision for post-award extensions, rendering the application not maintainable.

Court's Reasoning and Final Outcome

The Supreme Court undertook a structural and purposive examination of Section 29A, tracing its legislative history through the 176th Law Commission Report and the Arbitration

(Amendment) Act, 2015. The Court noted that the 1940 Act expressly empowered courts to enlarge time 'whether the award has been made or not' a deliberate omission in 1996 to promote party autonomy. Section 29A was introduced to address the mischief of arbitrations pending for years without a timeline. The Court held that the word 'terminate' in Section 29A(4) is transitory and conditional operative only in the absence of an extension application and does not address the situation where an award has been rendered without a subsisting mandate. An award passed post-expiry is not a 'decree' and is unenforceable under Section 36, but this does not extinguish the court's Section 29A jurisdiction. Following *Rohan Builders, Lancor Holdings Ltd. v. Prem Kumar Menon* (2025 SCC OnLine SC 2319), and *Jagdeep Chowgule v. Sheela Chowgule* (2026 INSC 92), the Court crystallised a ten-point summary on Section 29A. If the court grants extension, the Tribunal continues from the stage the mandate expired. The Court rejected fears of indiscipline, emphasising courts may impose terms, cost sanctions, fee reductions, or substitute the arbitrator. Appeal allowed; Section 29A application restored before the High Court for disposal on merits.

Source: [Click Here](#)

4. **Union of India and Others v. Larsen & Tubro Limited (L&T)**

Civil Appeal No. of 2026 (@ SLP (C) No. 14989 of 2023) | Supreme Court of India (Sanjay Karol and Vipul M. Pancholi, JJ.) | February 27, 2026 | 2026 SCC OnLine SC 327 | 2026 INSC 203

Facts

The Union of India and L&T entered a turnkey contract in 2011 for modernising the Jhansi Workshop, delayed by 40 months. The GCC barred interest on payments (Clauses 16(3) & 64(5)). L&T's arbitration raised claims including financing charges and interest; the Tribunal awarded Rs. 5.53 crore, rejecting direct interest but granting compensation for delayed payments with conditional post-award interest. Challenges under Sections 34 and 37 were dismissed. Before the Supreme Court, the Union argued the interest prohibition was absolute, while L&T contended it applied only to disputed sums and pre-award compensation was valid.

Court's Reasoning and Final Outcome

The Court held that Sections 28(3) and 31(7)(a) of the Act together subordinate the arbitrator's discretion to award pre-award interest to the contractual terms. The ejusdem generis argument was categorically rejected: the disjunctive 'or' in Clause 16(3) makes 'amounts payable to the contractor under the contract' an independent, wide prohibition not confined to deposits (Manraj Enterprises; Bright Power Projects). The Court noted the Tribunal's internal inconsistency it simultaneously rejected Claim 7 (direct interest) while awarding the functional equivalent under Claims 1, 3, and 6. An arbitrator cannot circumvent a contractual bar by relabelling interest as 'compensation'. On post-award interest, the Court drew a sharp doctrinal distinction: Section 31(7)(b) is not subject to party autonomy the phrase 'unless the award otherwise directs' governs only the rate, not the entitlement. Clause 64(5) bars interest only until the date of the award; post-award interest is governed by Section 31(7)(b) independently. The rate of 12% p.a. was reduced to 8% p.a. (citing *Gayatri Balasamy v. ISG Novasoft Technologies Limited* (2025) 7 SCC 1 on courts' power to modify post-award interest rates). Appeal partly allowed; award set aside to the extent of Claim Nos. 1, 3, and 6; post-award interest modified to 8% p.a. from date of award until realisation.

Source: [Click Here](#)

5. **Eminent Colonizers Private Limited v. Rajasthan Housing Board and Others**

Civil Appeal Nos. 753–754 of 2026 (@ SLP (C) Nos. 8299 & 8331 of 2021) | Supreme Court of India (J.B. Pardiwala and K.V. Viswanathan, JJ.) | February 4, 2026 | 2026 SCC OnLine SC 148 | 2026 INSC 116

Facts

In Civil Appeals 753/2026 and 754/2026, the appellant, awarded contracts for HIG and LIG housing in Jaipur, faced disputes over unpaid escalation costs. Clause 23 provided resolution via a Standing Committee, which was not constituted, prompting Section 11 applications; the Rajasthan High Court appointed retired judges as sole arbitrators. The arbitral awards partially allowed the claims, rejecting objections to Clause 23's validity. However, at the Section 34 stage, the Commercial Court set aside the awards, holding Clause 23 was not an arbitration clause, a decision affirmed by the Division Bench under Section 37, despite the appellant's arguments on res judicata and waiver.

Court's Reasoning and Final Outcome

The Court emphasised the critical temporal dimension: all proceedings pre-dated the 2015 Amendment Act; accordingly the SBP & Co. regime governed throughout. Under SBP & Co., the Section 11 court exercises a judicial not administrative function; is bound to determine whether a valid arbitration agreement under Section 7 exists; and its determination is rendered final by Section 11(7) of the Act. The Section 11 orders, though not containing an express pronouncement, carried an implied finding on the existence and validity of Clause 23 for an arbitrator cannot lawfully be appointed absent a valid arbitration agreement. The respondents' failure to challenge these orders before the Supreme Court meant they attained finality. The Court distinguished precedent (operating in rem) from res judicata (operating in personam): the Rajasthan High Court judgments in Mohammed Arif Contractor and Marudhar Construction were precedents in rem that could not displace the res judicata operating between these specific parties. Per *Canara Bank v. N.G. Subbaraya Setty* (2018) 16 SCC 228, the correctness of the Section 11 order is irrelevant for res judicata. The Court also contrasted the post-amendment position under Section 11(6A), where the referral court's view is prima facie only and does not bind the Tribunal inapplicable on the present pre-amendment facts. Appeals allowed; matters remitted to Commercial Court No. 3, Jaipur for disposal of remaining Section 34 objections within three months.

Source: [Click Here](#)

6. **Municipal Corporation of Greater Mumbai v. R.V. Anderson Associates Limited**

Civil Appeal Nos. of 2026 (SLP (C) Nos. 23846–47 of 2025) | Supreme Court of India (J.K. Maheshwari and A.S. Chandurkar, JJ.) | March 11, 2026 | 2026 SCC OnLine SC 354 | 2026 INSC 228

Background and Facts

In a World Bank-funded sewerage consultancy project, MCGM partially paid R.V. Anderson Associates after rejecting claims, prompting arbitration under Clause 8.3(b). Following delays, resignations of presiding arbitrators, and eventual tribunal constitution in 2009, MCGM challenged its validity, alleging co-arbitrators' appointment expired. The Tribunal dismissed the challenge, holding Clause 8.3(b) enabling, MCGM had waived objections, and the challenge was time-barred, awarding USD 2,078,349.25 plus INR 14,76,736 and interest. The Single Judge (Section 34) and Division Bench (Section 37) upheld the award, emphasizing the

Tribunal's interpretation as reasonable. Before the Supreme Court, MCGM contended the co-arbitrators were coram non iudice, while the respondent argued the objection was waived.

Court's Reasoning and Final Outcome

The Court analysed Clause 8.3(b) in two components: the first vests the primary power to appoint the Presiding Arbitrator in the co-arbitrators; the second creates a fallback mechanism 'if the co-arbitrators do not succeed within 30 days, either party may request the ICSID to appoint.' The Court identified three critical elements: the ICSID mechanism is triggered by a party's request (not automatic); the Agreement specifies no consequence for non-appointment within 30 days; the Agreement does not expressly divest the co-arbitrators of power upon expiry. The Court rejected MCGM's reliance on 'shall' it mandates the ICSID to act once the condition precedent is fulfilled; it does not strip the co-arbitrators of independent power. Neither party had ever approached the ICSID making MCGM's reliance on the enabling clause to attack the Tribunal's constitution commercially irrational. On party conduct, the Court held that MCGM had observed three separate Presiding Arbitrator appointments without objection, attended the preliminary meeting on 9 January 2009, and raised the challenge only thereafter. While statutory waiver under Section 4 did not technically arise (Section 16 application filed before statement of defence), this conduct was 'highly relevant' to the merits of the Section 16 challenge. A party cannot keep a 'jurisdictional ace' up its sleeve while passively participating in the process. No patent illegality was established. Appeals dismissed with no order as to costs.

Source: [Click Here](#)

7. Madhav Infra Projects Limited v. State of Rajasthan

Civil Appeal No. 3229 of 2026 (@ SLP (C) No. 15863 of 2025) | Supreme Court of India (Sanjay Kumar and K. Vinod Chandran, JJ.) | March 10, 2026 | 2026 SCC OnLine SC 371

Background and Facts

Madhav Infra Projects Limited was appointed concessionaire under a BOT agreement for the Sikar Bypass project, with a two-year construction and eight-year operation period. The agreement was modified to transfer the project "after recovery of investment" and removed any government guarantee on project data. Construction completed in 1999, but projected traffic and returns were not achieved, allegedly due to the State's failure to restrict traffic on

certain State Highways, while NH-11 was restricted. Upon expiry of the ten-year concession in 2008, the State took over the project, ignoring the modified transfer clause. The Arbitral Tribunal awarded compensation for deficiency in investment recovery and interest, partly on the basis of an implied obligation of the State, which was affirmed by the Section 34 court. The Division Bench (Section 37) set aside the award citing patent illegality. Before the Supreme Court, the appellant argued the Tribunal's view was plausible, while the State contended Clause 4 placed all commercial risk on the concessionaire and the 20% projected return was only an estimate.

Court's Reasoning and Final Outcome

On the implied obligation to restrict State Highway traffic: The Court held that no such implied contractual term was supportable. The two State Highways intersected the Bypass the Concessionaire had accepted the project design knowing this. It was practically impossible to identify vehicles bound for Sikar specifically. Even the NH-11 notification was issued as a public interest measure to decongest Sikar city, not as a contractual obligation. Accordingly, the Tribunal's first ground of breach while possibly a 'view' could not be accepted. On the modified Clause 7 (recovery of investment): The Court held that the amendment of the transfer clause from 'expiry of concession period' to 'after recovery of investment' was a binding contractual commitment. The State's midnight takeover on 2 December 2008, ignoring this clause and the Concessionaire's representation, constituted a clear breach. The deletion of the clause exempting the Government from liability for project report data also carried significance at minimum, it amounted to an assurance on which the Concessionaire relied. On BOT law: The Court clarified that the 20% return was an estimate used to formulate the bid, not a binding guarantee. In BOT arrangements, commercial risk rests with the bidder absent an express guarantee. On compensation: The Court approved the Tribunal's approach of awarding the actual shortfall in investment recovery (Rs. 1,79,48,477/-) and actual interest per balance sheet (Rs. 5,79,23,439/-), rather than projected returns. The two grounds were severable. Appeal allowed; the arbitral award restored on the modified Clause 7 ground with the Tribunal's quantum computation.

Source: [Click Here](#)

8. ABS Marine Services v. Andaman and Nicobar Administration

Civil Appeal Nos. 3658–3659 of 2022 | Supreme Court of India (J.B. Pardiwala and K.V. Viswanathan, JJ.) | March 23, 2026 | 2026 SCC OnLine SC 460 | 2026 INSC 274

Background and Facts

ABS Marine Services entered into a Manning Agreement with the Andaman & Nicobar Administration for 17 vessels, with monthly fees of Rs. 12,67,200/- per vessel and Clause 3.20 stating that in cases of wilful acts causing loss or accidents, the Administration's decision would be final and not challengeable in court or arbitration. After M.V. Long Island struck a submerged rock in 2009, the Administration unilaterally deducted Rs. 2,87,84,305/- from pending bills in 2014. Arbitration was initiated in 2015 before Justice S.S. Nijjar (Retd.), who held Clause 3.20 void under Section 28 of the Contract Act, read it harmoniously with the arbitration clause, and ordered refund with interest and costs. The District Judge upheld the award, but the Division Bench (Section 37) overturned it, holding that parties may exclude certain disputes from arbitration and the matter fell within Clause 3.20's 'excepted matters.' Before the Supreme Court, the appellant contended that Clause 3.20 was void to the extent it barred legal recourse and that the dispute related only to quantification of liability, while the Administration argued that the arbitrator could not invalidate the clause under which his authority arose.

Court's Reasoning and Final Outcome

The Supreme Court held that the Division Bench erred in setting aside the arbitral award, clarifying that Clause 3.20 of the Manning Agreement could not bar adjudication of disputed liability, applying the principles of *nemo iudex in causa sua*, *ubi ius ibi remedium*, and that contractual construction cannot create a vacuum in legal remedies. The Court distinguished between quantifying admitted liability—which may be vested contractually—and determining disputed wilful breach, which must remain arbitrable under Clause 3.22. Relying on precedents including *State of Karnataka v. Shree Rameshwara Rice Mills* and *J.G. Engineers Pvt. Ltd.*, the Court held that Clause 3.20 only excepted arbitration for quantification of recoverable amounts in admitted cases, not disputes over liability. The appellant's duties were confirmed as limited to recruitment and placement, ceasing once seafarers entered contracts with the Technical Manager. The Supreme Court restored the arbitral award dated 8 May 2017 in its entirety, setting aside the Division Bench judgment of 11 July 2018, with no order as to costs.

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MINING LAWS

1. **Shyam Charan Tudu v. State of West Bengal and Others, WPA 4430 of 2026, High Court of Calcutta**

Background and facts

The petitioner claimed ownership of quartz-bearing land at Plot Nos. 619, 629, and 630, Mouza Haramgara, P.S. Barikul, District Bankura. He applied for a prospecting licence-cum-mining lease under the Raiyati Policy administered by WBMDTCL. An LoI was issued on 6-3-2023, valid for twelve months until 5-3-2024, subject to the petitioner obtaining all requisite clearances and permissions before execution and registration of the mining lease. Despite diligent applications, the authorities delayed processing, causing the LoI to lapse before clearances were secured. The last permission from the Divisional Forest Officer, Bankura was issued on 6-5-2025, after the LoI had already expired. Environmental clearance and other permissions remained outstanding, for which a valid LoI was a mandatory precondition.

Court's Reasoning

The Court found that the Government order dated 24-9-2025 extended the period for execution of mining leases in all cases where LoIs were issued prior to 20-2-2025 a category the petitioner fell squarely within. Since the mining lease remained unexecuted due to pending statutory clearances, the Court held that the extension application dated 13-11-2025 must be deemed filed within the extended time limit under that Government order. The rejection order dated 19-12-2025 was set aside. WBMDTCL (5th Respondent), as the competent authority under the Raiyati Policy, was directed to reconsider the extension application, pass a reasoned order after hearing the petitioner or his authorised representative, and complete the exercise within fifteen working days from receipt of the order. No order as to costs.

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2. **JMS Mining Pvt. Ltd. v. Principal Commissioner of Customs, Indore, Customs Appeal Nos. 51041 & 51042 of 2025, CESTAT**

Background and facts

JMS Mining was contracted to conduct mining operations at Chhatarpur Mine No. 1, Pathakhera, Madhya Pradesh by Western Coalfields Limited, and at Churha RO Underground Mine, Baikunthpur, Chhattisgarh by South Eastern Coalfields Limited. The appellant did not own either mine. To import and deploy mining equipment duty-free, the appellant obtained Private Bonded Warehouse licences under Section 58 and MOOWR permissions under Section 65 for Chhatarpur on 1-6-2022 (Warehouse Code: IND6R011) and Churha on 31-1-2024 (Warehouse Code: IND6R025), both after physical verification. The imported mining equipment was warehoused at both locations and deployed for coal extraction.

Court's Reasoning

The Tribunal held that Section 58 does not require ownership of premises, making that ground legally unsustainable. It held that coal mining qualifies as "other operations" under Section 65 of the Customs Act, and that neither Section 65 nor MOOWR, 2019 excludes mining or services. Post Finance Act 2016, the power to cancel a licence by one month's notice was specifically withdrawn by Parliament a licence under Section 58 can now only be cancelled under Section 58B upon actual contravention of the Act, Rules, or licence conditions, none of which were alleged. The Commissioner was therefore acting beyond authority by reviewing and reversing his own duly considered decision. On MOOWR, 2019, the Tribunal noted that unlike its predecessor MOOWR, 1966, the 2019 Regulations impose no restrictions on operations or goods imported. Regulation 5 uses the mandatory expression "shall grant permission," leaving no discretion once conditions are met. Imported mining capital goods may remain in the warehouse and be used for their entire productive life without payment of customs duty duty is payable only on the portion of imported inputs contained in goods cleared for home consumption. If Revenue believed the licence was wrongly granted, its remedy lay in Section 129D review and appeal before the Tribunal not cancellation under Section 58B. Both cancellation orders were set aside and both appeals allowed with consequential relief.

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3. Mining Engineer, Department of Mines & Geology, Rajasthan v. Commissioner of CGST, Alwar, *Service Tax Appeal No. 51807 of 2021, CESTAT*

Background and facts

The appellant, a government department, was engaged in granting mining leases for extraction and sale of minerals within Bharatpur district, Rajasthan, and in collecting dead rent, royalty, and excess royalty under such leases. The Department issued a show cause notice dated 23-10-2018 alleging that the royalty collected was in the nature of rent for permitting use of vacant land for mining purposes and was therefore taxable under "Renting of Immovable Property Services." The Commissioner confirmed the demand vide order dated 30-7-2019 along with interest and penalty.

Court's Reasoning

The Tribunal affirmed that grant of mining rights through lease agreements arises exclusively from statute the Mines and Minerals (Development & Regulation) Act, 1957 and the Rajasthan Minor Mineral Concession Rules, 1986 under which neither the lessor nor the lessee has any say in the terms, conditions, or charges. Since the activity of leasing land solely for mining purposes is an exercise of the State's sovereign right and cannot be performed by any private entity, it does not fall within the "middle part" of the definition of "support services," which is confined to services that business entities ordinarily carry out themselves. Mere renting of immovable property for commercial purposes such as parking lots or buildings would qualify as a support service, a mining lease would not. The Board's own clarification under the "Taxation of Services: An Education Guide" dated 20-6-2012 confirmed that grant of mining rights is not a "support service" and is not taxable a position binding on Revenue. Further, since service tax on "Renting of Immovable Property" always remained on the service provider both before and after 1-4-2016, Revenue's attempt to collect it from the lessee under reverse charge post-2016 was inconsistent and untenable. The impugned order was set aside and the appeal allowed.

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4. Sukriti Pebbles v. State of West Bengal and Others, F.M.A. No. 1360 of 2025 & IA No. CAN 1 of 2025, High Court of Calcutta

Background and facts

The appellant, Sukriti Pebbles, applied for a mining lease to operate a black stone quarry under the West Bengal Minor Mineral Rules, 2002. A grant order was issued on 7-3-2013, and the formal lease deed was executed on 2-5-2019 in the Model Form prescribed under the 2002 Rules. By this time, the West Bengal Minor Minerals Concession Rules, 2016 had already

come into force, repealing the 2002 Rules under Rule 62(1), though Rule 62(2) saved anything done or action taken under the 2002 Rules. After the five-year lease term expired, the appellant applied for one-time renewal under the renewal clause in the lease deed. The renewal was refused on 7-5-2025 solely on the ground that the 2002 Rules had been repealed and no renewal provision existed under the 2016 Rules. A writ petition challenging this refusal was dismissed by a Single Judge on 3-7-2025, leading to the present appeal.

Court's Reasoning

The Court held against the respondents on three issues: first, a mining lease constitutes a concluded transfer under the Transfer of Property Act, not a mere contract, and the renewal clause, being integral to the lease, is governed by Section 108(e), so Section 56 of the Contract Act on impossibility or force majeure did not apply; second, the grant order dated 7-3-2013 conferred a vested right under the 2002 Rules, making Rule 62(2) applicable and preserving the lease despite the 2016 Rules, as Rule 61 only applies to pending applications; third, the renewal clause in the lease confers an independent right of renewal, using “in accordance with” Rule 12 to incorporate procedural modalities, so renewal can only be refused for unsatisfactory performance under the proviso to Rule 12(1). Consequently, the Single Judge’s judgment of 3-7-2025 and the rejection order of 7-5-2025 were set aside, and Respondent No. 2 was directed to reconsider the renewal application afresh within two months, subject to performance, with no order as to costs.

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5. Sharad Enterprises v. State of U.P. and Others, Writ-C No. 14386 of 2019, High Court of Allahabad

Background and Facts

Pursuant to the Government Order dated 14-8-2017 and E-Tender notice of 16-11-2017 by the District Magistrate, Jalaun, the petitioner applied for a sand and morang mining lease in Village Himanpura, Tehsil Kaalpi, Khand No. 2 (20.242 hectares, 3,03,630 cubic meters). The petitioner, being the highest bidder at Rs. 1,122/- per cubic meter against a reserve of Rs. 150/-, received a Letter of Intent, deposited security and the first installment of Rs. 34,06,72,860/-, obtained a mining plan and Environment Clearance, and executed a registered lease deed on 4-4-2018 for five years. The E-Tender conditions required personal inspection of the mining area,

which the petitioner conducted thrice. Mining was prohibited from 1-7-2018 to 30-9-2018 during the monsoon; on resumption on 1-10-2018, the lease area was submerged, making mining impossible under Rule 41-H(1). Despite multiple representations seeking lease cancellation, revision of annual quantity, and inspection, the District Magistrate cancelled the lease on 29-12-2018 under Rule 58, forfeited the entire security deposit for non-payment of the third quarterly installment, and recovery proceedings forcibly recovered Rs. 2 crore, with revision dismissed on 12-3-2019.

Court Reasoning

The Court held that the decisions in *Ajay Raj Dwivedi and Smt. Kalpana Karwariya* were not binding, as those cases never considered the validity of the forfeiture clause, rendering them per incuriam and sub-silentio under *State of U.P. v. Synthetics and Chemicals Ltd.* (1991) 4 SCC 139. It upheld the forfeiture clause, noting that neither the MMDR Act, 1962, nor the 1963 Rules or Government Order prohibit such a clause, and its inclusion in statutory Form MM-6 under Rule 29(1) gives it statutory force. Recovery of mining dues as arrears under Rule 58/Clause 19(3) and forfeiture of security under Clause 1 of Part-III are separate, co-existing consequences, while royalty obligations are not confined to mineral actually extracted, with the petitioner's bid and installment schedule forming binding contractual consideration. Although a hearing ought to have preceded forfeiture, a remand was declined since all contentions were fully heard, and under Article 14, courts cannot direct the State to perpetuate prior illegalities. Rule 50 on refund of security was not redundant, applying only where no dues remain, and the writ petition was dismissed with no order as to costs.

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6. **Mahabir Prasad Agarwalla v. State of Assam and Others, WP(C) Nos. 585, 696, 582, 180 & 732 of 2015, High Court of Gauhati**

Background and Facts

The petitioner, a Class-I registered contractor with the PWD, Government of Assam, was awarded multiple road and bridge construction contracts prior to 2015 under various schemes including PMGSY, MNPA, AACP, NABARD RIDF, and NEC programmes across districts including Goalpara, Barpeta, Dhubri and others. The contracts collectively involved bid prices ranging from Rs. 66 lakhs to over Rs. 4 crore per package. The PWD deducted amounts towards

forest royalty and VAT thereon from the running bills of the petitioner across all contracts, aggregating to Rs. 4,23,762 (WP 585), Rs. 26,75,421 (WP 180), Rs. 44,92,202 (WP 582), Rs. 7,31,394 (WP 696), and Rs. 7,12,737 (WP 732). The petitioner filed writ petitions in 2015 challenging these deductions. During pendency, the petitions were amended to also challenge a Forest Department Notification dated 01.09.2009, however, the Forest Department was not impleaded and the Court declined to decide the validity of that notification.

Court Reasoning

The Court held that under Rules 8 and 27 of the Assam Minor Mineral Concession Rules, 2013, royalty liability rests solely with the mining leaseholder or permit holder, and the post-2021 Rule 5(3) imposing liability on contractors was inapplicable to these pre-2015 contracts. Since the petitioner held no lease or permit, it had no direct royalty obligation, and contract clauses could not create a fresh tax liability. Clause 4.6.2 'No-Dues Certificate' was only a mechanism to confirm royalties were paid, and a vendor certificate sufficed. The Court directed release of final bills upon production of such a certificate, PWD to verify with the Divisional Forest Officer within 30 days (deemed verified if no response), deductions only for minerals from illegal sources, and completion of the exercise within four months, disposing of all five writ petitions.

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7. *Vadraj Cement Limited and Another v. Union of India and Another, R/Special Civil Application No. 18353 of 2018, High Court of Gujarat at Ahmedabad*

Background and Facts

The petitioner, formerly ABG Cement Ltd. (now Vadraj Cement Ltd. under CIRP), had obtained Central Government approval (1997) and a Letter of Intent (1998) for a 730.60-hectare limestone mining lease in Kachchh, Gujarat, with the mining plan approved in 1999 and Environmental Clearance in 2011. While Phase-I (336.18 ha) was executed in 2012, the remaining 364.22 ha was delayed due to its classification under Section 4 of the Indian Forest Act, 1927, despite prior Forest Settlement Officer and Supreme Court approvals de-notifying it, and the State declaring it revenue land in 2016. Under Section 10A of the MMDR Amendment Act, 2015, the lease had to be executed by 11.01.2017, but administrative delays including unavailable stamp duty details and official engagement with the Global Investors

Summit prevented completion, leading the Ministry of Mines to declare the application ineligible by order dated 17.11.2017.

Court Reasoning

The Court held that the requirements of Section 10A(2)(c) were satisfied, as the prior approval (1997), Letter of Intent (1998), and grant order (08.01.2017) all fell within the prescribed period, placing the onus on the State to ensure timely grant. It confirmed the land as revenue land based on the Forest Settlement Officer's award (09.11.1995) and the State's declaration (23.08.2016), holding that no Forest (Conservation) Act clearance was required, in line with the Supreme Court's order dated 08.09.2016. Interpreting Rule 8(4) in light of *STO v. Ajit Mills Ltd.* (1977) 4 SCC 98, the Court held that forfeiture is contingent on applicant default; since the petitioner acted diligently and delay was attributable to the State, forfeiture could not apply. Relying on *Kusheshwar Prasad Singh v. State of Bihar* (2007) 11 SCC 447, it held that the State cannot benefit from its own wrong, rejected the Ministry's interpretation requiring completion of all steps by 11.01.2017 as erroneous, quashed the order dated 17.11.2017, and directed the State to execute the lease within three months, with liberty to revoke upon non-fulfilment of conditions.

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8. Raj Sharma v. State of Himachal Pradesh & Ors., *CWPIL No. 02 of 2025, High Court of Himachal Pradesh*

Background and Facts

The petitioner filed a PIL alleging rampant illegal and unscientific mining in Humm Khad, District Una, causing environmental damage, deep excavation beyond permissible limits, and flood risks. It was alleged that leaseholders used heavy machinery, exceeded lease boundaries, evaded royalties, and endangered public safety, including damage risks to oil pipelines. Reports and photographs were relied upon to show excessive mining and ecological harm.

Court's Reasoning

The Court held that mining/dredging activities were governed by the MMDR Act, 1957 and the Himachal Pradesh Minor Minerals Rules, 2015, and could be lawfully carried out through leases and auction processes. It found that the dredging in Humm Khad was conducted through a valid auction with due procedural compliance, and therefore could not be treated as illegal mining. The

Court recognized that riverbed dredging is a regulated activity aimed at flood control and does not violate mining law when authorized. In absence of clear proof of statutory violation, the Court refused to interfere, holding that permitted mining activities cannot be stopped solely on allegations.

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