

ABOUT US

DSA Legal is a full-service Law Firm providing Legal services since about last 57 years having profound expertise in various fields of law. The firm is a mid-size legal firm operating through its 10 offices in India, 4 in Delhi and one each in Mumbai, Kolkata, Hyderabad, Chennai and Bangalore apart from having over 1750 associates presently working with us, in almost all the major cities of India. We are representing clients before the Hon'ble Supreme Court, all the High Courts & 650 Districts in the Country, apart therefrom we are also providing legal services in Singapore, UAE, Saudi Arabia, London & Vietnam.

CORPORATE UPDATES

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FROM DSA LEGAL'S OFFICE



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CONTACT US



www.dsalegal.net



delhi@sabharwalindia.com



B1/E-9, First Floor, Mohan Cooperative Industrial Estate, New Delhi, 110044

The Delhi High Court Terminates Arbitrator's Mandate for Prematurely Revealing Award to Party During Proceedings: Section 42 Arbitration and Conciliation Act

(Kamladityya Construction Pvt Ltd Vs Union Of India.)

The Delhi High Court recently nullified an arbitrator's mandate due to premature disclosure of the award and sharing details of multiple claims during arbitral proceedings. Emphasizing Section 42 of the Arbitration and Conciliation Act, 1996, which mandates strict confidentiality, the court highlighted the need to maintain confidentiality throughout the arbitration process and in the resulting award, except when disclosure is necessary for enforcing the award. The court prohibited arbitrators from disclosing award content to either party while dictating it. Evidence from the Delhi International Arbitration Centre (DIAC) report and the petitioner's counsel affidavit showed that the respondent had visibility of the arbitral award during the hearing. Consequently, the High Court endorsed the petition and appointed a new arbitrator to resolve the disputes between the parties.



The Delhi High Court Held That When Parties Mutually Agree To Waive Interest Until The Arbitral Award Is Issued, The Arbitrator Must Adhere To This Agreement.

(Rites Ltd Vs Ahuwalia Contract (India) Ltd. & Anr..)

The Delhi High Court ruled that when parties agree to waive interest payments, the Arbitral Tribunal must honor this agreement, and such an agreement does not violate Section 28 of the Contract Act, 1872. It analyzed the provisions of the Interest Act, 1978, which allow parties to renounce their entitlement to interest through a clear agreement. The court found that Clause 17 of the contract prohibited interest payments to the contractor, which was within the authority outlined in Section 28 of the Contract Act. Therefore, when parties stipulate no interest shall be payable, the Arbitral Tribunal must abide by that agreement. The court found that the arbitrator had exceeded their authority by granting interest and nullified the award pertaining to claim No. 3.



The Bombay High Court Held That An Agreement For Institutional Arbitration Does Not Limit The Court's Authority To Decide On The Termination Of A Mandate.

(Era International v. Aditya Birla Global Trading India Pvt Ltd)

The court emphasized that arbitral institution regulations cannot override the provisions of the Arbitration and Conciliation Act. Even if parties choose institutional arbitration, the Court can still decide on the termination of an arbitrator's mandate under Section 14(1)(a) if disputes arise. Parties are allowed to establish a procedure for appointing arbitrators, but the Act requires disclosure of any factors affecting an arbitrator's independence or impartiality, applicable to institutional arbitration. Dismissal of a challenge to an arbitrator's appointment by the institution doesn't prevent the court from jurisdiction under Section 14 regarding grounds in the 7th Schedule. The nominated arbitrator, an equity partner at a law firm, had a significant commercial relationship with one respondent, breaching Clause 7 of the Seventh Schedule. Despite objections, the institution summarily dismissed the challenge, which the court found inadequate. To maintain integrity and impartiality, the court directed the institution to replace the arbitrator with an independent candidate.



Delhi High Court Restrains Use Of 'Goocle' Marks Similar To 'Google' And 'GPay' In Trademark Infringement Case

(Google LLC vs Mr. P. Rajesh Ram & Ors.)

The Delhi High Court has issued a restraining order against a man in Tamil Nadu, prohibiting him from using marks and trade names resembling 'Google' and 'GPay'. The case alleges that the individual registered entities under the name 'Goocle' and sought registration of trademarks similar to those of Google products. Google LLC filed a commercial lawsuit against P Rajesh Ram, claiming affiliation with entities like Goocle Housing LLP, Goocle Tamil News LLP, GIPAY Online Service LLP, and Goocle Trade Payment LLP. The Court found the marks to be deceptively similar to Google's and stated that their use could cause confusion among consumers. Consequently, the defendants were barred from conducting any business activities under these misleading names, and the Court ordered the suspension of domain names registered by the defendant. Additionally, the defendant was directed to remove online content, including social media pages, featuring the marks 'Goocle', 'Geogle', and 'Gipay'.



The Delhi High Court Held That Dish TV Cannot Assert Exclusive Rights Over The Use Of The Word 'Dish' And Is Not Entitled To Protection Under The Trade Marks Act.

(PRASAR BHARTI v. DISH TV INDIA LTD.)

The Delhi High Court ruled that Dish TV India Limited cannot claim exclusive ownership of the term 'Dish' as it is considered generic, referring to a dish antenna, and therefore not eligible for protection under the Trade Marks Act, 1999. While 'Dish' is a significant component of Dish TV's trademark, it does not qualify for protection on its own. The court overturned a previous order prohibiting Prasar Bharti from using the term 'Dish' in its trademark, stating that Dish TV failed to demonstrate consumer confusion or deception resulting from Prasar Bharti's use of the term. The court found no evidence of likelihood of confusion arising from Prasar Bharti's use of 'Dish' in its mark 'DD Free Dish.'



The Delhi High Court Terminates Arbitrator's Mandate for Prematurely Revealing Award to Party During Proceedings: Section 42 Arbitration and Conciliation Act

(Kamladitya Construction Pvt Ltd Vs Union Of India.)

The Delhi High Court invalidated an arbitrator's mandate for prematurely revealing the award and sharing details of multiple claims with a party during the arbitration proceedings. Emphasizing Section 42 of the Arbitration and Conciliation Act, 1996, the court highlighted the requirement for strict confidentiality in both arbitration proceedings and the resulting award. The court stated that the arbitrator must maintain confidentiality throughout the process, except when disclosure is necessary for implementing and enforcing the award. It was found that the respondent had visibility of the arbitral award during the hearing, breaching confidentiality. As a result, the High Court supported the petition and revoked the current arbitrator's authority, appointing a new arbitrator to resolve the disputes between the parties.

The Bombay High Court Held That A Trademark Suit Can Be Filed At The 'Principal Place Of Business', And It Is Not Necessary To File It At The Company's Registered Address.

(Prince Pipes and Fittings Ltd. vs. Shree Sai Plast Pvt. Ltd.)

The Bombay High Court ruled that a company's registered office doesn't necessarily determine its principal place of business for trademark infringement suits. The court allowed such suits to be filed at the company's principal office, regardless of the registered office's location. The ruling stemmed from a case where Prince Pipes and Fittings Ltd., with its registered office in Goa, filed a suit against Shree Sai Plast Pvt. Ltd. for trademark infringement, although its primary business operations were in Mumbai. The court rejected Shree Sai's plea to dismiss the case, affirming Mumbai as Prince Pipes' principal place of business. It emphasized that the principal place of business is where the company controls its activities, not always the registered office. Additionally, the court clarified that under Section 134(2) of the Trademarks Act, a plaintiff can file a suit where it conducts principal business activities or resides for financial gain, not just where its registered office is located..



The Delhi High Court Held That Under Section 27 Of The Arbitration and Conciliation Act, It Is Not Within The Jurisdiction Of The Court To Ascertain The Admissibility, Relevancy, Materiality, And Weight Of Any Evidence.

(Steel Authority Of India Ltd vs Uniper Global Commodities.)

In a Section 27 petition, the High Court clarified its limited role in reviewing Arbitral Tribunal rulings, stating it does not act as an appellate body. While the Tribunal isn't bound by procedural regulations like the Civil Procedure Code or Evidence Act, it must exercise discretion in allowing witness examination. The High Court emphasized its non-adjudicatory powers, stating it can't assess evidence relevance initially. Adjudication is within the Tribunal's domain, and Section 27 aids evidence-taking without allowing the Court to interfere with the Tribunal's proceedings. Therefore, the Court rejected the petition, instructing the Tribunal to assess the relevance or materiality of evidence before seeking Court assistance.

The National Consumer Disputes Redressal Commission (NCDRC) Has Instructed Toyota To Either Replace An Innova Vehicle or Provide A Complete Refund Due To The Failure Of Its Airbags To Deploy Following A Collision.

(M/s Toyota Kirloskar Motor P. Ltd. v/s L. Sunil Reddy & Ors.)

In 2011, a purchaser of a Toyota Innova filed a complaint after the vehicle collided with an auto-rickshaw in Andhra Pradesh. The purchaser noted that the airbags failed to deploy during the collision and also reported that the car's clutch plates had burnt out just 10 days before the incident. The district consumer forum found Toyota and the dealership responsible for the airbag malfunction and ordered them to replace the car or reimburse ₹15,09,415, along with a penalty of ₹15,000. This ruling was upheld by the State Commission, leading Toyota to file a revision petition.

Upon reviewing the decisions of both the district and State commissions, the National Consumer Disputes Redressal Commission (NCDRC) agreed that the collision was frontal and emphasized the credibility of an expert witness whose testimony supported the complainant's case. Consequently, the NCDRC rejected Toyota's petition for revision and directed both Toyota and the dealership to comply with the State Commission's directives within 30 days. Additionally, the NCDRC mandated Toyota to either replace the Innova car or issue a full refund due to the failure of its airbags to deploy following the collision.



The Delhi High Court Has Held That The Arbitral Tribunal Cannot Be Faulted For Disallowing Additional Evidence At The Fag End, Especially When The Document Was Already In Possession Of The Party.

(M/s Fortuna Skill Management Pvt Ltd v. M/s Jaina Marketing and Associates)

The Delhi High Court has upheld an arbitral tribunal's decision to refuse additional evidence, stating that fault cannot be found with the tribunal, especially when the document was already in possession of the party. The court emphasized that the tribunal is not strictly bound by the Indian Evidence Act. The petitioner's request for additional evidence was made after a significant delay of over three years since filing its statement of defense and counter-claim, prompting the court to question why the evidence wasn't presented earlier. Stressing the importance of fair, prompt, and cost-effective arbitration proceedings, the court highlighted that granting the request would regress the case to trial and witness examination, contradicting these principles. The court ruled that while applications for additional evidence could be considered even towards the end of proceedings, they should only be granted if the evidence couldn't have been presented earlier or if valid reasons for its non-production existed. Concluding that the tribunal's decision to reject the application was reasonable, the court noted that granting it would have prolonged the proceedings, contradicting the principles of efficiency and expediency in arbitration. Additionally, the court rebutted the petitioner's contention regarding Section 65(g) of the Evidence Act, asserting that the Act doesn't directly apply to arbitral proceedings. It affirmed the tribunal's authority to assess the credibility of any evidence presented and upheld the tribunal's decision to exclude the evidence as secondary, citing the absence of explicit reference or comprehensive scrutiny of the delivery challans in the affidavit. Consequently, the court dismissed the petition.



Delhi High Court's Ruling That E-Commerce Platforms Obligated to Disclose Full Seller Information To Prevent IPR Infringement

(ABHI TRADERS v. FASHNEAR TECHNOLOGIES PRIVATE LIMITED & ORS.)

The Delhi High Court highlighted the importance of transparency and accountability in e-commerce platforms by emphasizing the need for comprehensive seller details. It emphasized that providing such information, including geographic addresses, customer care numbers, ratings, and feedback about sellers, is crucial for enabling consumers to make informed decisions. These measures aim to foster trust and informed decision-making among consumers.

In a case involving Abhi Traders and the e-commerce platform Meesho.com, the Court recognized the significant role of e-commerce platforms in supporting small businesses but also stressed the importance of preventing exploitation, particularly regarding product imitation and Intellectual Property Rights infringement.

The Court instructed Meesho.com to disclose extensive seller information, including addresses, mobile numbers, email addresses, total sales figures, GST information, and payment records dating back to the beginning of listings. Additionally, Meesho.com was directed to implement measures ensuring that geographic addresses of all sellers are prominently featured on invoices issued through its platform.



The Hon'ble Supreme Court Held That Stay Orders on Civil & Criminal Trials Not Automatically Vacated, Overturning 'Asian Resurfacing' Judgment

(High Court Bar Association Allahabad v. State Of Uttar Pradesh & Ors.)

The Supreme Court's constitution bench overturned a 2018 ruling limiting the duration of interim stay orders to six months. Chief Justice DY Chandrachud and other Justices disagreed with the automatic expiry of stay orders, established in the Asian Resurfacing Of Road Agency v. Central Bureau Of Investigation case. They emphasized that stay orders shouldn't expire automatically and that each court should prioritize cases at its discretion. The Court highlighted the need for careful decision-making and rectification of errors, particularly those resembling judicial legislation. While High Courts can't prioritize cases with stay orders over others, applications to lift interim reliefs can't be indefinitely delayed. The apex court confirmed that trials resulting from automatic vacation of stay orders remain valid.



The Delhi High Court Dismisses Petition Under Section 11(5) of the Arbitration and Conciliation Act Due to Prima Facie Absence of an Arbitration Agreement

(Aerosource India Pvt Ltd. Vs Geetanjali Aviation Pvt Ltd.)

The High Court clarified its jurisdiction under Section 11(6) of the Arbitration Act, stating that its responsibility is limited to determining the prima facie existence of an arbitration agreement and the arbitrability of the dispute. Sections 8 and 11 of the Arbitration Act require the court to ascertain prima facie evidence of an agreement containing an arbitration clause. The court noted the 2015 amendment to Section 8(1), which mandates referral to arbitration unless there is prima facie evidence of no valid arbitration agreement. Highlighting the correlation between Sections 8 and 11, the court emphasized that if a party establishes the existence of an arbitration agreement, the court must refer the matter to arbitration or appoint an arbitrator. After reviewing the documents, the court found no initial evidence of an agreement between the Petitioner and VSR Ventures Private Limited, nor any documentation showing a relationship between the Respondent and VSR Ventures Private Limited. Consequently, as there was no agreement with an arbitration clause and no arbitrable dispute between the parties, the court dismissed the petition.



ABOUT US

OUR MISSION

DSA Legal is noted for its commitment to client service and its ability to solve the most complex and demanding legal & business challenges worldwide in a very cost-effective manner. Over the years we have helped shape and been involved in many ground-breaking developments in the legal field. Our constant endeavour is to safe guard our client's interest effectively & efficiently on a consistent basis.

OUR VISION

We have highly skilled and experienced leaders from this field to lead a dedicated team comprising of CA's, Company Secretary, lawyers & MBA's. We are a "Single Window Service" and provide all services on "Concept to Completion" basis in time and cost-efficient manner with high quality standards.

OUR STORY

Established in the year 1967, the firm embarked on its journey, steadily growing over the decades. Expanding its footprint beyond Delhi, the firm has established a strong foothold with individual offices in prominent metropolitan centers, including Mumbai, Kolkata, Hyderabad, Chennai, and Bangalore.

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