

## 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

### DECEMBER 2024

### FROM DSA LEGAL'S OFFICE

We are delighted to share that DSA Legal has been honored with the "Arbitration & Disputes Resolution & Recovery Firm of The Year"

Award at the General Counsel Summit Conference and Awards 2025, held on January 28, 2025, at New Delhi.

We are grateful for this acknowledgment of our commitment to excellence in the legal domain. This recognition inspires us to continue delivering outstanding service and achieving remarkable results for our clients.



## Court Issues A John Doe Order to Safeguard Rahul Mishra's Trademark and Artistic Creations in Fashion: Delhi High Court

**(RAHUL MISHRA & ANR. v. JOHN DOE & ANR)**

The Delhi High Court has issued a John Doe order to safeguard the copyright of the original artistic works and the registered trademark of Indian fashion designer Rahul Mishra. The Court prohibited the manufacturing, sale, and advertising of counterfeit dresses and replicas of Rahul Mishra's designs, including on internet and e-commerce platforms, under the registered trademark 'Rahul Mishra.'

An ad interim ex parte injunction was issued in favor of Rahul Mishra in his lawsuit against unknown individuals (John Doe) involved in selling counterfeit dresses through the website ' www.rahudress.com' at heavily discounted prices. Mishra alleged that the defendants had copied identical images and photographs from his brand and displayed them on the infringing website, falsely representing them as part of the Rahul Mishra brand.

It was argued that the defendants were selling counterfeit dresses at significantly low prices, thereby infringing the copyright of the original artistic works in the photographs, as well as the designs of the dresses, which qualify for registration under the Designs Act, 2000. The Court observed that Rahul Mishra is the registered owner of the trademark 'Rahul Mishra' and holds copyright for both the original artistic works and the dress designs under the Copyright Act, 1957. The Court held that the plaintiffs had established a prima facie case justifying the grant of an ex-parte ad-interim injunction. It further noted that the balance of convenience favored the plaintiffs, and that denying the interim injunction would cause them irreparable harm.



## There Is No Restriction on Seeking Relief Under Section 9 of the Arbitration Act Against Non-Parties to the Dispute :Delhi High Court

**(MR. PAWAN GUPTA & ANR. VS. MITON CREDITIA TRUSTESHIP SERVICES LIMITED & ORS.)**

The Delhi High Court held that the plaintiffs are not precluded from seeking relief under Section 9 of the Arbitration and Conciliation Act, 1996, even against individuals or entities not party to the Family Settlement from which the dispute originated.

The application for an ad interim injunction was deemed non-maintainable due to ongoing arbitration proceedings related to the Family Settlement and a pending application under Section 12A of the Commercial Courts Act. The court observed that the application under Section 12A of the Commercial Courts Act was still pending adjudication. It further noted that the cause of action did not suggest any immediate urgency. Additionally, the question of whether the suit should be exclusively maintainable under the Companies Act before the NCLT was also raised.

The court remarked that although Defendant Nos. 1 to 3 may not be parties to the Family Settlement, the subject properties are part of the adjudication involving Defendant Nos. 4 to 7.

Therefore, there is no bar to seeking relief under Section 9 of the Arbitration and Conciliation Act, 1996, even against Defendant Nos. 1 to 3, as established in the case of Blue Coast Infrastructure Development P. Ltd vs. Blue Coast Hotels Ltd and Anr., AIR Online 2020 Del. 862. The court held that no ad interim injunction was made out at the stage.



## Arbitrator's Decision on Substantive Rights Constitutes An "Award" And Is Subject To Challenge Under Section 34 of the Arbitration And Conciliation Act: Delhi High Court

(APTEC ADVANCED PROTECTIVE TECHNOLOGIES AG VS. UNION OF INDIA)

The Delhi High Court held that any order issued by an Arbitrator during ongoing arbitral proceedings that conclusively determines the substantive rights of the parties qualifies as an interim arbitral award and is open to challenge under Section 34 of the Arbitration and Conciliation Act, 1996.

The court first observed that the Arbitration and Conciliation Act does not define the term "interim award." It referred to the case of IFFCO Ltd. v. Bhadra Products, which held that an Arbitral Tribunal can issue an interim arbitral award on any matter that could form part of the final award. The term "matter" under Section 31(6) of the A&C Act encompasses any point of dispute between the parties requiring resolution by the Arbitral Tribunal.

The Supreme Court further clarified that while arbitration proceedings conclude with a final award, one or more interim awards can be issued beforehand to conclusively determine specific issues between the parties, eventually leading to the final award. S The court also referred to Cinevistaas Ltd. v. Prasar Bharti, which held that when assessing whether an order issued by the Arbitral Tribunal qualifies as an "interim award," it is essential to consider whether the order resolves the substantial rights of the parties. Finally, the court concluded that the Judge erred in ruling that the decision dated 18.11.2010 was not an award and, therefore, not subject to challenge under Section 34.

It held that the decision, insofar as it resolved the issue of whether the crampons supplied by M/s JAMPAL & Co. were incompatible with the boots provided by the appellant, constituted a substantial and conclusive determination of facts and the substantive rights of the parties. Consequently, it qualified as an "arbitral award" and was amenable to challenge under Section 34 of the Arbitration and Conciliation Act.



## Section 13 of the Commercial Courts Act Does Not Confer an Independent Right to Appeal in Arbitration Matter: Delhi High Court

(SYNERGIES CASTING LTD. VS. NATIONAL RESEARCH DEVELOPMENT CORPORATION & ANR.)

The Delhi High Court ruled that an order that neither sets aside nor declines to set aside an arbitral award does not come under Section 37(1)(c) of the Arbitration & Conciliation Act and cannot be appealed. The court observed that appeals in arbitration matters are permissible only when explicitly provided under Sections 37 or 50 of the Arbitration and Conciliation Act.

Section 13 of the Commercial Courts Act, 2015, does not confer an independent right to appeal. The court held that the appeal would not be maintainable under Section 13 of the Commercial Courts Act read with Order 43 Rule 1 of the Code of Civil Procedure, 1908, or under Section 10 of the Delhi High Court Act, 1966. The court referred to Furest Day Lawson Limited v. Jindal Exports Limited (2011), where the Supreme Court held that the Arbitration and Conciliation Act, as a self-contained code, implies that appeals not expressly provided for within it are not allowed. It was further held that matters not appealable under Section 50 of the Act could not be subjected to a Letters Patent Appeal. S In BGS SGS Soma JV v. NHPC Ltd. (2020), the Hon'ble Supreme Court observed that the Arbitration and Conciliation Act, being a Special Act, takes precedence over the Commercial Courts Act, which is a General Act. Therefore, appeals against orders under the provisions of the A&C Act are maintainable only as per Sections 37 or 50 of the A&C Act. Furthermore, Section 13 of the Commercial Courts Act does not grant an independent right to appeal but merely designates the appropriate forums for such appeals. The court held that since the impugned order neither set aside nor refused to set aside the arbitral award being challenged before the Single Judge, it does not fall under Section 37(1)(c) of the A&C Act and therefore cannot be appealed. The court dismissed the appeal.



## **An Authorized Signatory Who Signs A Cheque Cannot Be Held Liable For Its Dishonor Under Section 138 Of The Negotiable Instruments Act Unless The Company Itself Is Named As An Accused: Supreme Court of India**

**(BIJOY KUMAR MONI V. PARESH MANNA & ANR.)**

The Hon'ble Supreme Court reiterated that an authorized signatory of a company cannot be held liable under Section 138 of the Negotiable Instruments Act, 1881, for the dishonor of a cheque drawn on the company's account unless the company is made the principal accused. The bench upheld the acquittal of a man convicted for a dishonored cheque, emphasizing that the cheque was issued on behalf of a company that was not named as an accused.

The Court rejected the argument that the company need not be impleaded, as the cheque was drawn to settle the personal debt of the accused, who signed it as the company's director. The Hon'ble Supreme Court emphasized that under the NI Act, liability under Section 138 applies only to the drawer of the cheque. Reaffirming the principle of separate corporate personality, the Court held that an authorized signatory acts on behalf of the company, which is considered the drawer of the cheque. The judgment cited several precedents clarifying that, for liability under Section 138 to arise, the cheque must be drawn on an account maintained by the accused.

The Hon'ble Court further emphasized that individuals acting as authorized signatories cannot be held liable unless the statutory conditions under Section 141 of the NI Act are met. It clarified that vicarious liability under Section 141 arises only when the company is prosecuted as the principal offender. In the absence of the company being named as an accused, the director or authorized signatory cannot be held liable. The Hon'ble Court emphasized that Section 138 must be interpreted strictly, as it is a penal provision. In this case, although the accused signed the cheque, it was drawn on an account maintained by the hospital, not by the accused personally. Therefore, the requirements of Section 138 were not satisfied. While the Hon'ble Court found no grounds for liability under Section 138, it acknowledged that the complainant may have suffered due to the dishonored cheque, and the statute of limitations for civil action had expired. Although the complainant could not initiate a new case under Section 138, the possibility of the accused committing fraud or cheating remained.



## 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.

## ACCOLADES

Law Firm of the Year

Law Firm of the Year - Due Diligence

Insolvency Law Firm of the Year

Most Trusted Corporate Lawyer in India

Excellence Award for Foreign International Legal Relations

Lawyer of the Year Arbitration