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ESTD 1962

SNG Newsletter

Volume 43, August 2025



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Editor's Letter



Dear Readers,

August 2025 witnessed a multitude of regulatory developments from the RBI and SEBI, as well as important judicial pronouncements spanning various fields, including Insolvency and Bankruptcy, Intellectual Property Law, Registration Act, and the Negotiable Instruments Act. Many of those that may interest our readers have been covered in this edition.

The current edition pens down an article on “Demarcating Copyrights and Designs: Supreme Court’s Two-Pronged Framework”, which lays the two-pronged test for a structured approach to resolving the complexities arising from the overlap between copyright and design protection under Indian Law. The test propounded by the Supreme Court in this case ensures that scenarios where a work may qualify as both an artistic work and a design should be addressed, and the Copyright and Design Act should be harmonised to prevent unintended conflicts and promote a balanced approach to intellectual property protection.

The Supreme Court has reiterated that merely because an arbitration agreement was not signed, there is no bar to referring the dispute to arbitration if the parties have otherwise consented to arbitration by exchange of letters, emails, etc. Further, in the absence of a seat or venue of arbitration in the arbitration agreement, the place where the exclusive jurisdiction was vested as per the agreement would be regarded as the 'seat' of the arbitration. Under the Registration Act, posthumous registration of the Will does not diminish its probative value if it is not indicative of fraud, as the Registration Act permits such registration and does not prescribe any outer time limit for such registrations. In the trademark laws stream, the Supreme Court has held that cherry-picking generic or unregistered features from multiple marks to fabricate a composite case of infringement is not sustainable. Dissection of a mark into components is not permissible.

On the judicial front, the Calcutta High Court has held that a scheme of arrangement/compromise sanctioned under section 391 of the Companies Act, 1956, has statutory force and it cannot be unilaterally frustrated by a secured creditor by invoking the provisions of the SARFAESI Act, 2002. Further, the NCLT has held that claims of multiple Operational Creditors cannot be clubbed into a single debt for a petition under section 9 of the IBC. As far as prosecution against a struck-off company is concerned, the Kerala High Court has held that a company, which committed an offence before its dissolution or was struck off, should be restored for necessary prosecution.

On the regulatory front, the RBI has directed Regulated Entities under Co-Lending Arrangements (CLA) to retain at least 10% of individual loans and maintain borrower-level asset classification for exposures under CLA. Further, the RBI has directed that prudential norms shall apply to non-fund-based facilities once it gets converted into a fund-based facility, and instructs REs to reframe credit policy for guarantees & letters of credit. Further, the RBI has updated the KYC rules to add accessibility safeguards for persons with disabilities, and recognise Aadhaar Face Authentication. Moving ahead, the SEBI has approved Mutual Fund Units as an Alternative to Bank Deposits for Investment Advisers and Research Analysts. Additionally, the SEBI has also extended the Net Worth Certificate Submission as well as Margin Pledge System Deadlines. All these are awaiting regulatory changes brought to meet the demand of concerned businesses.

I hope you find this edition insightful.

Warm regards,

A handwritten signature in cursive script that reads "Navneet Gupta". The ink is dark and the signature is fluid.

Mr. Navneet Gupta, Partner

SNG & Partners

A

**ARTICLE - Demarcating Copyrights and Designs:
Supreme Court's Two-Pronged Framework**

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India's intellectual property regime is segmented into notably expansive statutes, encompassing Patents, Trademarks, Copyrights, Designs, and Geographical Indications. Each category, owing to its distinct nature, is governed by separate legislation. While the **Copyright Act, 1957**, and the **Designs Act, 2000**, are established as independent legal instruments, an area of overlap persists due to the nature of works they cover. This intersection has repeatedly come under judicial scrutiny, as courts of India have sought to draw clear boundaries between the two regimes. However, the issue remains complex, particularly due to the significant financial stakes often involved, making the Parties file for infringement and injunction.

This legal conundrum again resurfaced in the recent case of **Cryogas Equipment Private Limited & LNG Express India Private Limited v. Inox India Limited and Others**¹. The Hon'ble Supreme Court adjudicated upon an appeal arising from a Gujarat High Court decision, which had reversed the Commercial Court at Vadodara's rejection of Inox's suit. Inox, a manufacturer of cryogenic storage tanks components, alleged copyright infringement by Cryogas and LNG Express in two distinct works: (a) their Proprietary Engineering Drawings for LNG semi-trailers, and (b) the Literary Works, i.e., the descriptions and processes associated with those drawings. They sought various reliefs, including a declaration of infringement, injunctions, surrender of infringing materials, and damages. The Commercial Court twice rejected Inox's plaint; the first time on its own and the second time following remand by the High Court. The High Court, in the impugned judgment, restored the suit and directed the Commercial Court to address the interim injunction application, prompting the appeals before the Supreme Court. The core legal issue was **"What are the parameters for determining whether a work or article falls within the limitation prescribed under Section 15(2)² of the**

¹ 2025 SCC OnLine SC 780

² Section 15(2) of the Copyright Act provides that *Copyright in any design, which is capable of being registered under the Designs Act, 2000 but which has not been so registered, shall cease as soon as any article to*

Copyright Act, thereby rendering it a 'design' under Section 2(d)³ of the Designs Act?"

To put it simply, a Copyright protects the creators of original works such as literary, dramatic, musical, artistic, cinematographic, or sound recordings, etc. It is well understood in the ambit of Copyright legislation that it is the 'Expression of an Idea' which is protected rather than the idea itself. Whereas in the Designs Act, a design would mainly comprise of aesthetics of any article or product of manufacture and include features of shape, configuration, pattern, ornament, composition of lines and colours, etc. For a product to be protected under the Designs Act should be produced by an industrial process or with the help of mechanical, manual, or chemical process. The conundrum of these two legislations arises on account of Section 15 of the Copyright Act, which provides that a copyright would not subsist in a design that has been registered under the Designs Act, 2000. Further, in case a design is registered under the Copyright Act and is reproduced more than 50 times by any industrial process, the copyright of the owner in such article would automatically lapse. Therefore, quite often the owner of a design finds himself in a soup as to whether to get the design registered under the Copyright Act or under the Design Act.

In the present case, also, the appellant before the Supreme Court also submitted that since the design sought to be protected by Inox has been reproduced more than 50 times, it has ceased to be protected under the Copyright Act. They submitted that Inox, if seeking legal protection, ought to have registered the same under the Designs Act, which is the appropriate legislation governing industrial designs and provides time-bound exclusivity to facilitate commercial exploitation.

Conversely and interestingly, the respondents contended that the suit comprised two separate claims: (i) proprietary engineering drawings, and (ii) literary works; each requiring independent legal assessment. The engineering drawings constituted artistic works under Section 2(c) of the Copyright Act, and therefore, Section 15(2) was inapplicable inasmuch as the drawings lacked the requisite visual appeal to be registrable as "designs". Additionally, the drawings fell within the exclusions under Section 2(d) of the Designs Act, and the literary work was distinct from the drawings and not subject to Section 15(2).

which the design has been applied has been reproduced more than fifty times by an industrial process by the owner of the copyright or, with his licence, by any other person.

³ Section 2(d) under the Designs Act provides that 'Design means only the only the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device, and does not include any trade mark as defined in clause (v) of sub-section (1) of section 2 of the Trade and Merchandise Marks Act, 1958 or property mark as defined in section 479 of the Indian Penal Code or any artistic work as defined in clause (c) of section 2 of the Copyright Act, 1957.

The Supreme Court undertook a detailed analysis of Indian and international jurisprudence, along with relevant statutory provisions, to address the overlap between copyright and design protection. Central to the Court's analysis was the "functional utility" test which originates from English case law *Amp Incorporated v. Utilux Proprietary Limited*⁴, which assesses whether the primary characteristic of a design is its functional purpose or its aesthetic appeal. If a design's dominant aspect is purely functional, it may not qualify for design protection under the Designs Act. The Court traced its application in Indian jurisprudence, referring to cases like *Smithkline Beecham Plc. v. Hindustan Lever Ltd*⁵. and *Tractors and Farm Equipment Ltd. v. Standard Combines Pvt Ltd*⁶. The Court also highlighted the Bombay High Court's view in *Whirlpool of India Ltd. v. Videocon Industries Ltd.*⁷, suggesting that if a function can be performed by another shape, the current shape's functionality is less crucial. The Court recognized the test's relevance in TRIPS, which allows for the exclusion of designs based on technical or functional considerations. Accordingly, the Court articulated and formulated a "two-pronged test" to determine whether copyright protection subsists:

- 1. Distinguishing Artistic Works from Designs:** First, it must be ascertained whether the work is a purely artistic work capable of being protected under the Copyright Act or whether it is a Design subjected to an industrial process, as contemplated by Section 15(2) of the Copyright Act.
- 2. Applying the Functional Utility Test:** If the work does not qualify as a copyrightable artistic work, then the second prong involves applying the "functional utility" test by assessing whether its dominant feature is functional or aesthetic.

The Hon'ble Court noted "Rather, the legislative intent is to harmonise the two Statutes so that while an 'artistic work' qualifies for copyright protection, its commercial or industrial application—i.e., the 'design' derived from the original work for industrial production— is subject to the limitations set out in Section 15(2) of the Copyright Act. Such a design gets protected only if it is registered under the Designs Act."

The Supreme Court clarified that Inox's claims related to Literary Works, confidential information, and know-how required independent assessment and could not be summarily rejected. The Commercial Court was directed to decide on Inox's interim injunction application within two months with the help of aforementioned two-pronged test.

⁴ [1971] UKHL J1027-3

⁵ 1999 SCC OnLine Del 965

⁶ 2014 SCC OnLine Mad 850

⁷ 2012 SCC OnLine Bom 1171

This judgement is a landmark one for laying the two-pronged test as it provides a structured approach to resolving the complexities arising from the overlap between copyright and design protection under Indian Law. It clarifies the scope of Section 15(2) of the Copyright Act. It may be appreciated that up till now the jurisprudence had developed over a period of time which would simply suggest that once commercialised reproduction of any artistic work is there, the Copyright would cease to exist. However, now the aforementioned test propounded by Hon'ble Supreme Court ensures that the appropriate legal regime is applied, thereby promoting clarity and consistency in the intellectual property rights enforcement. The test specifically benefits by addressing scenarios where a work may qualify as both an artistic work and a design, providing a framework for determining the applicable protection. It harmonizes the Copyright and Design Act, preventing unintended conflicts and promoting a balanced approach to intellectual property protection.



B**Reserve Bank of India ["RBI"]****1. RBI directs Regulated Entities (REs) under Co-Lending Arrangements (CLA) to retain at least 10% of individual loans and maintain borrower-level asset classification for exposures under CLA**

The Reserve Bank of India (RBI) vide its **Notification No. RBI/DOR/2025-26/139 DOR.STR.REC.44/13.07.010/2025-26 dated August 06, 2025**, has provided a comprehensive framework of Co-Lending Arrangements (CLA) governing co-lending between regulated entities (REs), including commercial banks (excluding SFBs, RRBs, LABs), All-India Financial Institutions, and NBFCs (including Housing Finance Companies). Effective from January 1, 2026 (or earlier as per internal policy), the new directions supersede the earlier guidelines focused on priority sector lending; however, these directions shall not apply to loans sanctioned under multiple banking, consortium lending, or syndication. The framework also clarifies that co-lending involves formal agreements between an originating RE and a partner RE to jointly fund loan portfolios with risk and revenue sharing.

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2. RBI directs that prudential norms shall apply to non-fund-based facilities once it gets converted into a fund-based facility, and instructs REs to reframe credit policy for guarantees & letters of credit

The Reserve Bank of India (RBI) vide its **Circular No. RBI/DOR/2025-26/140 dated August 06, 2025**, has consolidated the guidelines for the non-fund-based (NFB) facilities like guarantees and letters of credit. These new directions, effective April 01, 2026, shall apply to a broad range of regulated entities, including commercial banks, co-operative banks, All India Financial Institutions (AIFIs), and certain Non-Banking Financial Companies (NBFCs). The rules mandate that any new or renewed NFB facilities after the effective date must comply with these directions.

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3. RBI proposes the transition of the Cheque Truncation System to a new continuous clearing with settlement on realisation

The Reserve Bank of India (RBI) vide its **Notification No. RBI/2025-26/73 dated August 13, 2025**, has announced a transition for the Cheque Truncation System (CTS) from its current batch processing model to a new “continuous clearing with settlement on realisation” system, to be implemented in two phases. Phase 1 will begin on October 4, 2025, with Phase 2 following on January 3, 2026. Under the new system, there will be a single, continuous presentation session from 10:00 AM to 4:00 PM, during which banks will send scanned cheque images to the clearing house. Drawee banks will then have a continuous confirmation session from 10:00 AM to 7:00 PM to process and confirm or dishonour cheques.

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4. RBI allows non-resident individuals and entities with Special Rupee Vostro Accounts to invest their surplus funds in Treasury Bills

The Reserve Bank of India (RBI) vide its **Notification No. RBI/2025-26/72 dated August 12, 2025**, has allowed non-resident individuals and entities with Special Rupee Vostro Accounts (SRVAs) to invest their surplus funds in Central Government Securities, including Treasury Bills. This move provides a new avenue for foreign entities to utilise their rupee balances, potentially increasing demand for government debt instruments.

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5. RBI updates KYC rules to add accessibility safeguards for persons with disabilities, and recognise Aadhaar Face Authentication

The Reserve Bank of India (RBI) vide its **Notification No. RBI/2025-26/75 dated August 14, 2025**, has issued the Reserve Bank of India (Know Your Customer (KYC)) (2nd Amendment) Directions, 2025, which updates its [2016 Master Direction on KYC](#). The amendments introduce new provisions to ensure that no application for onboarding or KYC updation is rejected for persons with disabilities, mandating that reasons for rejection must be officially recorded.

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C**Securities and Exchange Board of India [SEBI]****1. SEBI Extends Margin Pledge System Deadline**

The Securities and Exchange Board of India (SEBI) vide its **Circular No. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/118 dated August 18, 2025**, has extended the timeline for the implementation of its new circular on margin obligations. The circular, originally set to take effect on September 1, 2025, now has a new implementation date of October 10, 2025. The Circular, titled "*Margin obligations to be given by way of pledge/Re-pledge in the Depository System*," aims to protect investors and regulate the securities market.

[Read more](#)**2. SEBI Extends Compliance to Digital Accessibility Circular on Rights of Persons with Disabilities Act, 2016**

The Securities and Exchange Board of India (SEBI) vide its **Circular No. SEBI/HO/ITD1/ITD_VIAP/P/CIR/2025/121 dated August 29, 2025**, has extended the compliance timelines for its Digital Accessibility Circular, which was originally published on July 31, 2025. The submission of initial compliance reports and a list of digital platforms has both moved from August 30, 2025, to September 30, 2025. The deadline for appointing an accessibility professional as an auditor is extended from September 14, 2025, to December 14, 2025.

[Read more](#)**3. SEBI Extends Net Worth Certificate Submission Deadlines**

The Securities and Exchange Board of India (SEBI) vide its **Circular No. SEBI/HO/MRD/MRD-PoD-2/P/CIR/2025/120 dated August 26, 2025**, has revised the timelines for the stock brokers to submit their half-yearly net worth certificates. This change, outlined in a new circular, aims to align the submission schedule with the

timelines for financial result declarations under SEBI regulations, promoting ease of doing business.

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4. SEBI Clarifies Cybersecurity and Cyber Resilience Rules for Entities

The Securities and Exchange Board of India (SEBI) vide its **Circular No. SEBI/HO/ ITD1/ITD_CSC_EXT/P/CIR/2025/119 dated August 28, 2025**, has released technical clarifications for its Cybersecurity and Cyber Resilience Framework (CSCRF).

A key part of the new circular is the introduction of the “Principle of Exclusivity” and “Principle of Equivalence” for entities that are regulated by multiple bodies, such as the SEBI and the Reserve Bank of India. These principles aim to streamline compliance by limiting the scope of the CSCRF to systems exclusively used for SEBI-related activities and by accepting equivalent cybersecurity measures followed under another regulator’s framework.

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5. SEBI Approves Mutual Fund Units as Alternative to Bank Deposits for Investment Advisers and Research Analysts

The Securities and Exchange Board of India (SEBI) vide its **Circular No. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/116 dated August 12, 2025**, has allowed the registered Investment Advisers (IAs) and Research Analysts (RAs) to use units of liquid mutual funds and overnight mutual funds to meet their deposit requirements.

This change, which was approved by the SEBI Board in June 2025 and is effective immediately, provides an alternative to the previously mandated bank deposit. The deposits must be marked with a lien in favor of the respective supervisory bodies, the Investment Adviser Administration and Supervisory body (IAASB), or the Research Analyst Administration and Supervisory body (RAASB).

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D**Insolvency and Bankruptcy Code, 2016 [IBC]****1. Scheme of arrangement/compromise sanctioned u/s 391 of the Companies Act cannot be unilaterally frustrated by a secured creditor by invoking the provisions of the SARFAESI**

The **Calcutta High Court** in the case of **ARCL Organics Ltd. Versus Stressed Asset Stabilization Fund. [CA 136 of 2017] dated June 30, 2025**, has held that a scheme of arrangement/compromise sanctioned under section 391 of the Companies Act, 1956, has statutory force and it cannot be unilaterally frustrated by a secured creditor by invoking the provisions of the SARFAESI Act, 2002.

The High Court also observed that “the provisions of Sections 34 and 35 of the SARFAESI Act cannot be construed to give unilateral powers to the respondent to reopen issues that have been closed, especially having regard to the scheme of compromise being sanctioned by the Company Court under Section 391 of the said Act.

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2. The power to restore the name of a struck-off company under section 252 of the Companies Act cannot be exercised suo moto by the NCLT

The **NCLT New Delhi**, in the case of **Dhirendra Pratap Singh vs Dook Consulting [CA/442/ND/2021 IN C.P. No. 54/ND/2014] dated July 15, 2025**, has held that the power to restore a name of the struck company under section 252 of the Companies Act, 2013 cannot be exercised suo moto. A company's name can be restored only on an application filed by the Company, its members, or creditors, or workmen aggrieved by the order of striking off under Section 252(3) of the Companies Act.

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3. Liquidation of the corporate debtor can be ordered u/s 33 of the IBC in the absence of claims from either financial or operational creditors, and the inability to constitute the Committee of Creditors

The **NCLT Bengaluru**, in the case of **Kalpana Kamlesh Gandhi, Interim Resolution Professional of M/s Konverge Healthcare Private Limited [IA No. (Liq) 01/2025 In C.P. (IB) No. 133/BB/2023] dated July 25, 2025**, has held that in the absence of any claims from either financial or operational creditors, due to a lack of supporting documents to prove such claims and the inability to constitute the Committee of Creditors (CoC), liquidation of the corporate debtor can be ordered under Section 33 of the IBC.

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4. The offence of not holding Annual General Meetings on time can be compounded, and NCLT is permitted to compound such an offence with a fine

The **NCLT Mumbai**, in the case of **NVENT Thermal India Pvt Ltd vs Registrar of Companies, Mumbai [Company Petition No. 7/MB/2025] dated July 15, 2025**, has held that since the punishment under Section 99 of the Companies Act, 2013 is only a fine, and as per Section 441 of the Act there is no bar on the Tribunal to compound an offence punishable only with a fine, the offence of not holding Annual General Meetings on time can be compounded.

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5. Claims of multiple Operational Creditors cannot be clubbed into a single debt for a petition under Section 9 of the IBC

The **NCLT Chennai**, in the case of **Surasha Group of Companies vs ETA Engineering Pvt Ltd [CP(IB)/77/CHE/2024] dated July 11, 2025**, has held that claims of multiple Operational Creditors cannot be clubbed into a single debt for a petition under section 9 of the IBC. Furthermore, claims arising from different work orders cannot be clubbed to cross the threshold limit for filing an insolvency petition under Section 9 of the IBC.

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6. An auction sale conducted as per the order passed by the Chief Metropolitan Magistrate, much before the initiation of the CIRP, cannot be set aside by the NCLT

The **NCLAT, New Delhi**, in the case of **Unity Small Finance Bank Ltd. vs Suraksha Asset Reconstruction Ltd. [Comp. App. (AT) (Ins) No. 1480 of 2023] dated July 24, 2025**, has held that an auction sale conducted in pursuance of the order passed by the Chief Metropolitan Magistrate (CMM), much before the initiation of the Corporate Insolvency Resolution Process (CIRP), is not violative of Section 14 of the Insolvency and Bankruptcy Code, 2016 (IBC), and hence cannot be set aside by the NCLT while exercising its jurisdiction under the IBC.

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7. Discretionary waiver from Rule 22(2) of NCLAT Rules, which mandates the certified copy being annexed to an appeal, cannot be taken as an automatic exception by litigants

The **Supreme Court** in the case of **Ashdan Properties vs DSK Global Education and Research Pvt Ltd [Civil Appeal No. 10603 of 2024] dated August 12, 2025**, has observed that the incident that triggers the limitation to commence is the date of pronouncement of the order, and in a case of non-pronouncement of the order, when the hearing concludes, the date on which the order is pronounced or uploaded on the website. The Court also clarified that though the National Company Law Appellate Tribunal (NCLAT) is clothed with the powers to exempt time under Rules 14 and 15 of the NCLAT Rules, such powers cannot be exercised so as to render Rule 22(2) thereof nugatory.

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8. Making a public announcement of the Corporate Debtor in Form-A, in newspapers which did not have a reasonably wide circulation in the locality, vitiates the whole process and warrants termination of the CIRP

The **NCLT Hyderabad**, in the case of **All India Kisan Sabha vs Vibha Agro Tech Limited [CP(IB) No. 645/7/HDB/2018] dated February 21, 2025**, has held that Regulation 6 of IBBI

(Insolvency Resolution Process for Corporate Persons) Regulations, 2016, provides that the IRP must issue the public announcement in Form A in one English and one regional language newspaper with wide circulation at the location of the registered office and principal office, if any, of the corporate debtor.

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E**Arbitration & Conciliation Act 1996**

- 1. In the absence of a seat or venue of arbitration in the arbitration agreement, the place where the exclusive jurisdiction was vested as per the agreement would be regarded as the 'seat' of the arbitration**

Finding that even though the arbitration clause in the engagement agreement between the parties does not use the expression 'seat' or 'venue', the **Supreme Court** in the case of **Activitas Management Advisor Pvt Ltd vs Mind Plus Healthcare Pvt Ltd [SLP (C) No. 27714 of 2024] dated August 05, 2025**, has pointed out that the 'jurisdiction' as mentioned in the context of resolution of the disputes through arbitration as decided between the parties in the agreement clearly mentioned to the exclusive jurisdiction of the Mumbai High Courts. Therefore, the Court held that the seat of the arbitration must be taken to be Mumbai.

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- 2. Signature is not a formal requirement under Section 7(4)(b) or 7(5) of the Arbitration Act if the parties have otherwise consented to arbitration**

The **Supreme Court** in the case of **Glencore International AG vs Shree Ganesh Metals [2025 INSC 1036] dated August 25, 2025**, has clarified that merely because an arbitration agreement was not signed, there is no bar to referring the dispute to arbitration, if the parties have otherwise consented to arbitration. Noting the fact that the requirement of the arbitration agreement being in writing has been continued in Section 7(3) of the Arbitration Act, 1996, the Court observed that Section 7(4) only added that an arbitration agreement could be found in the circumstances mentioned in the three sub-clauses that make up Section 7(4) but that did not mean that, in all cases, an arbitration agreement needs to be signed.

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1. The registration of the Will after the death of the testator is permissible under Sections 23 and 27 of the Registration Act, and does not diminish its probative value

The **Karnataka High Court** in the case of **M D Devamma vs K V Kalavathi [Miscellaneous First Appeal No. 3988 of 2025 (CPC)] dated July 07, 2025**, has held that posthumous registration of the Will is not indicative of fraud, as the Registration Act permits such registration and does not prescribe any outer limit for registering it.

Since in the present case, the Will bears the signature of the testator and is a registered document, and the fact of a posthumous registration is legally valid, and does not, in itself, render the Will suspicious, the High Court declared that the findings of the Trial Court that the Will is “dubious” for having been registered after the death, demonstrate a flawed understanding of statutory provisions and run counter to the established principles of testamentary law.

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2. Presumption in favour of a cheque holder u/s 139 of the NI Act exists even if NBFC to which the cheque was issued charged interest higher than that permissible under the Kerala Money-Lenders Act

Referring to the decision in the case of *Nedumpilli Finance Company Limited v. State of Kerala [(2022) 7 SCC 394]* where the Apex Court had ruled that “the entire life of a Non-banking Financial Company (NBFC) from the womb to the tomb is regulated and monitored by the RBI, and the NBFCs regulated in terms of Chapter IIIB of the RBI Act, 1934, cannot be regulated by the Kerala MoneyLenders Act, 1958”, the **Kerala High Court** in the case of **Abdulla P. vs Manappuram General Finance and Leasing Ltd. [Criminal Revision Petition No. 1530 of 2018] dated August 08, 2025**, has held that the argument that the interest claimed by the complainant was excessive and in violation of Kerala Money-Lenders

Act 1958, and therefore it was an illegal transaction and for that reason, cheque cannot be treated as a cheque issued in discharge of a legally enforceable debt etc., are untenable.

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3. Cherry-picking generic or unregistered features from multiple marks to fabricate a composite case of infringement is not legally sustainable – Marks must be compared as a whole, and not by dissecting them into individual components

The **Supreme Court** in the case of **Pernod Ricard India vs Karanveer Singh Chhabra [Civil Appeal No. 10638 of 2025] dated August 14, 2025**, has dismissed the interim injunction plea of Pernod Ricard against the alleged infringement of its registered Whisky marks "BLENDERS PRIDE" and "IMPERIAL BLUE" by a country-made Whisky brand "LONDON PRIDE", after finding that there is no deceptive similarity between the competing marks that could lead to confusion. The Court noted that the brands in question are premium and ultra-premium whiskies aimed at a discerning consumer base, whose purchase decisions are made with greater care and are unlikely to be swayed by trade dress.

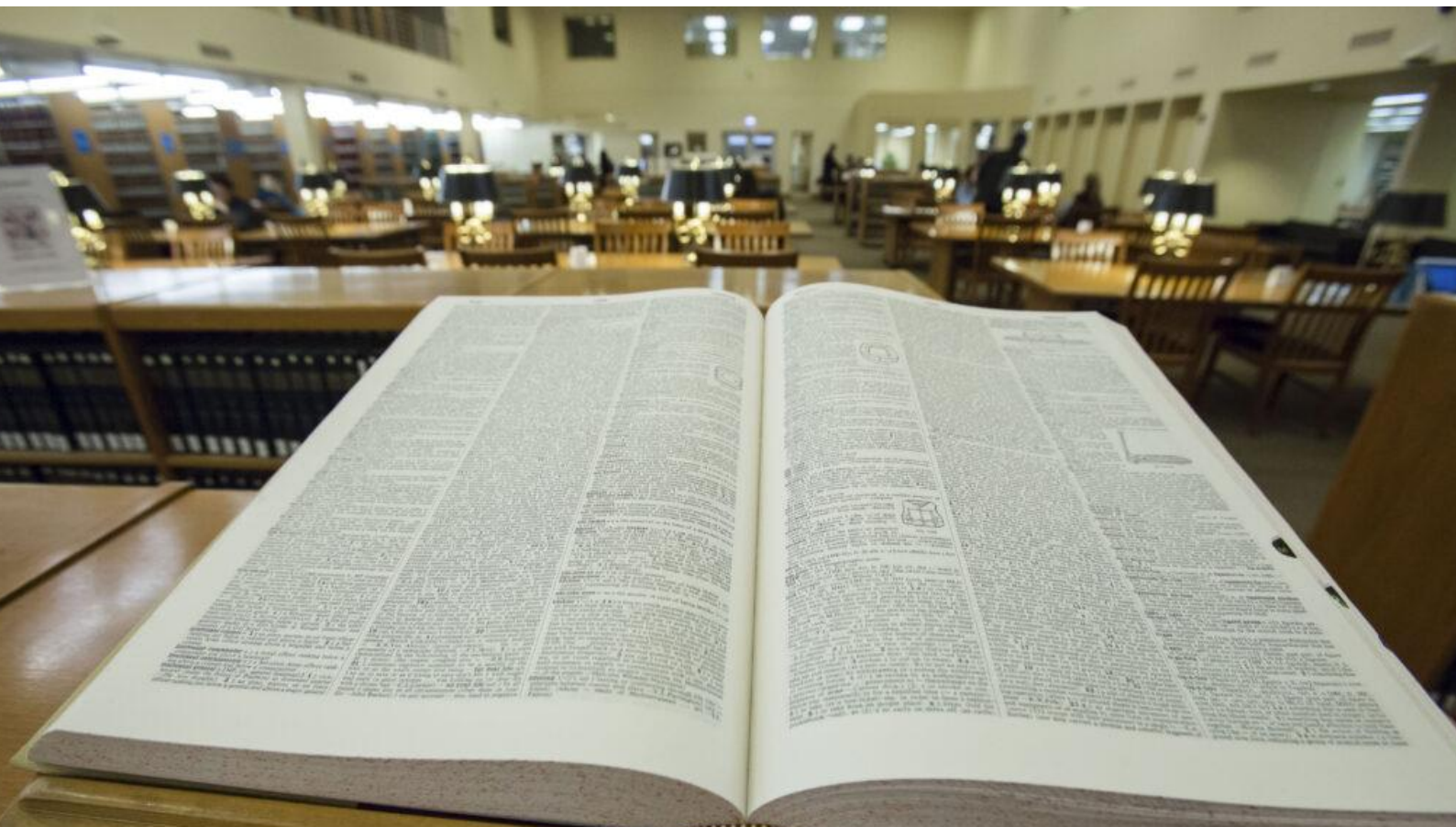
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4. If a company that committed an offence before its dissolution or was struck off, the prosecution can get the company restored to existence and follow the procedure under Section 305 of the CrPC or under Section 342 of the BNSS

The **Kerala High Court** in the case of **Susan Thomas v. State of Kerala [Criminal. MC No. 6570 of 2022] dated July 25, 2025**, has recommended to the Parliament to amend the criminal procedural law and, if need be, special statutes, for effective prosecution of dissolved companies. The High Court concluded that a company, which committed an offence before its dissolution or was struck off, could not be spared without being prosecuted. For the said purpose, the prosecution can get the company restored to existence and follow the procedure under Section 305 of the CrPC or under Section 342 of the BNSS. If no such restoration is possible, the prosecution can show

somebody who was in charge of the company in the Final Report to represent the dissolved company and continue the prosecution proceedings.

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G**Recognitions, Press Releases, and Awards****1. Chambers High Net Worth 2025 rankings**

Chambers High Net Worth 2025 rankings, released in August 2025, have recognised SNG & Partners for Private Wealth Law. The firm has been consistently featured in the Chambers HNW Guide since 2021. Further, Mr. Rajesh Narain Gupta has been recognised as a Notable Practitioner by them in this practice area.

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2. SNG & Partners had partnered with Legal Era for the 14th Annual Legal Era Conclave 2025. This flagship conclave brings together policymakers, industry leaders, and legal professionals across the globe to discuss the evolving business and regulatory landscape. Our Partners spoke on the following panels:

1. [Ravi Bhadani](#) spoke on the panel “Insurance Sector and Way Forward”, alongside industry experts Anil PM, Ashish Lakhtakia, Sunder Krishnan, and Sameer Karekatte. The discussion will explore how the insurance sector is evolving beyond traditional risk coverage to innovative models of risk transfer, with a focus on regulatory challenges, cross-border opportunities, and the sector’s role in enabling sustainable growth.
2. [Aditya Vikram Dua](#) joined the esteemed panel featuring Abhishek Bhalla, Juhi Sinha, Preeti Wadhawan, Sivanesan Sivagnanaratnam, and Vineet K Sharma to discuss Cross-Border Investments & M&A Trends.
3. [Jahn timer Dwarkadas](#) joined industry leaders, Payal Khanna, Sameet Gambhir, Satyajit Gupta, and Shilpa Sachdeva to decode how ESG can transform governance models and set higher benchmarks for ethical business conduct.
4. [Ashish Kumar](#) spoke on the panel “Disputes Resolution — Arriving at the New Edge System: Fast Track” at the upcoming Conclave. He will join esteemed co-panelists Mr. Ratan Singh, Senior Advocate, and Mr. Rajdutt Shekhar Singh to discuss the evolving frameworks for dispute resolution in India and globally. The session explored how businesses and legal practitioners could leverage fast-track mechanisms,

technology integration, and innovative models to achieve timely and effective resolutions in an increasingly complex dispute landscape.

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3. Thought Leadership & Legal Insight – Noteworthy Publications by Our Professionals

- **Closing loopholes: Steps for prevention of banking fraud, by [Sanjay Gupta, Managing Partner](#)**

This article addresses the advancement in technology and the increasing use of the internet, that have led the Reserve Bank of India (RBI) to approve a greater use of online banking. This includes channels such as National Electronic Funds Transfer (NEFT), Real-Time Gross Settlement (RTGS), the National Electronic Clearing Service (NECS), the Electronic Clearing Service (ECS), the Unified Payment Interface (UPI), and the Immediate Payment Service (IMPS).

As phishing, false telemarketing, email scams, fraudulent representations, ATM fraud, and card cloning became common, fraudsters identified the loophole that transfers are happening by account number matching and not by name. The RBI, therefore, issued a directive under the Payment and Settlement Systems Act, 2007, which requires banks using RTGS and NEFT to create beneficiary lookup facilities for customers. Ordered to be in place by April 2025, the facilities will allow remitters to verify transferee details against account numbers they have been given. Transferors will easily be able to identify fraudulent demands for payment and prevent themselves from becoming victims.

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