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Weekly Round Up

A curated weekly review for legal developments and insights

EDITOR'S PICK (STORY OF THE WEEK)

Welcome to this week's round-up.

A plate of benne dosa may bring people together, but when two food businesses serve up the same name, things get legally messy. This week's lead piece, "Who Owns 'BENNE'? The Fight Over Trademark Rights," looks at the Delhi High Court's interim order in Shimow Hospitality Private Limited v. M/s Benne Delhi, where a Kannada word for butter became the centre of a brand dispute.

The plaintiff began trading in 2024 and built its identity around a South Indian quick-service format. The defendant applied for the same mark in 2026 and began operating a cloud kitchen. The Court granted an ex parte ad interim injunction, but only on a prima facie view. Who really owns a common word once it becomes a brand, and how much can goodwill built in two years achieve?
[Read it here]

That is only the start. This week's round-up also brings you fresh developments from the Supreme Court, the High Courts and the regulators. Scroll on.

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CASE DOCKET

- *ECL Finance Ltd. v. Abhinav Mukherjee*
- *Chandraman Jalan v. Metro Cash & Carry India Pvt. Ltd. & PepsiCo India Holdings Pvt. Ltd*
- *M/s ASJ Finsolutions Pvt. Ltd. v. Vikram Bajaj*
- *Mrs. Shakti Sagar v. The Delhi Law House & Ors.*
- *BGR Energy Systems Pvt. Ltd. v. Tamil Nadu Generation and Distribution Corporation & Anr*

CASE DOCKET

When a Debenture Holder Becomes a Related Party: The Supreme Court in ECL Finance



Can a lender that helps steer a company's policy still sit on its Committee of Creditors? In ECL Finance Ltd. v. Abhinav Mukherjee, the Supreme Court said no, holding that ECL Finance was a related party of the corporate debtor under Section 5(24)(m)(i) of the Insolvency and Bankruptcy Code, 2016, and dismissing the appeals against its exclusion from the CoC.

ECL had subscribed to all ₹110 crore of debentures issued by Saha Infratech and extended a ₹90 crore facility to it, both guaranteed by Palm Developers, the corporate debtor. When Palm Developers entered CIRP, ECL and the Debenture Trustee, IDBI Trusteeship Services, were admitted to the CoC, but a homebuyer objected.

The Court first corrected the tribunals on financial debt. A guarantee can amount to financial debt even if it was not invoked before the CIRP. On related-party status, however, it upheld the exclusion. Section 5(24)(m)(i) requires only participation in policy-making, a lower threshold than the "control" required under Section 29A. The Court pointed to rights under the corporate debtor's Articles of Association, the Debenture Trust Deed and the Facility Agreement, and found "all-pervasive control," even though these rights were never exercised.

The consequences ran further. ECL's disability as debenture holder carried over to its role as lender, the Debenture Trustee was excluded with it, and a mid-CIRP assignment of ECL's rights was held not bona fide, so the assignee was excluded too.

What rights are enough to make a creditor a related party, and what does this mean for lenders negotiating governance rights?
[Read the full article here]

₹5 Packet, 4 Grams of Chips: Jaipur Consumer Commission Holds PepsiCo Liable for Short-Weight Lay's



A ₹5 packet of Lay's, a kitchen scale and a very light snack: that is how a consumer complaint against PepsiCo India Holdings ended in an order for refund,

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compensation and costs. Chandraman Jalan bought the packet from Metro Cash & Carry in November 2020. While serving it to guests, he noticed it felt unusually light and found only 4 grams of chips against a declared net weight of 15 grams. He filed a complaint against both the retailer and the manufacturer, alleging deficiency in service and unfair trade practices.

Metro Cash & Carry argued that it merely sold a sealed product and that any shortfall must have arisen in manufacturing. PepsiCo did not appear despite notice, and the Commission proceeded ex parte against it, leaving the complainant's account of the weight unrefuted.

The Jaipur District Consumer Commission-II drew a clear line of responsibility within the supply chain. It dismissed the complaint against the retailer and held the manufacturer liable for the misleading net-weight declaration. PepsiCo was directed to refund ₹5 with 6% interest, and to pay ₹5,000 for mental harassment and ₹3,000 towards costs.

The amount is small, but the principles are not. Who answers for what is inside a sealed packet, and what does a manufacturer risk by staying away from the proceedings?

[Read the full article here]

No Full Payment, No Refund: Supreme Court Upholds ₹6.39 Crore Forfeiture in IBC Auction



Can a successful bidder in an IBC liquidation auction get its deposit back after failing to pay the balance on time? In M/s ASJ Finsolutions Pvt. Ltd. v. Vikram Bajaj, the Supreme Court said no, upholding the forfeiture of ₹6.39 crore.

ASJ Finsolutions won the auction for a Sonepat land parcel in November 2021 with a reserve price of ₹25.56 crore. It paid the initial deposit but never paid the balance within the permitted period. The land was later re-auctioned for ₹31.10 crore. The NCLT annulled the forfeiture, but the NCLAT reversed it.

The bidder argued that the liquidation regulations cap the earnest money at 10% and do not expressly provide for forfeiture. It relied on the "Triple Test" for refunds, and pointed to a High Court proceeding by a third party and to extensions allegedly granted to other bidders.

The Court was not persuaded. It looked at what the auction notice said, what the

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bidder knew before it bid, and whether the bidder had shown it could actually pay. It also dealt with the bidder's reliance on the Triple Test and on the third-party proceedings, and with the higher price fetched at re-auction.

Does a forfeiture clause in an auction notice override the 10% cap on earnest money, and what must a bidder show to resist forfeiture?

[Read the full article here]

Succession, Assignment and Copyright: Why the Delhi High Court Refused an Interim Injunction



Can a copyright pass down through successive Wills alone? In Mrs. Shakti Sagar v. The Delhi Law House, the Delhi High Court refused an interim injunction over five legal commentary titles, holding that the plaintiff had not shown a prima facie right to the copyrights she claimed.

Shakti Sagar traced her title to her father-in-law, R.G. Sagar, a publisher, through two Wills. She alleged that the defendants were publishing and selling the titles without a licence. The defendants countered that copyright vests in the author, that no written assignment was shown, that the Wills were disputed, and that a 2016 reconstitution deed had relinquished the family branch's rights in the business. They also pleaded public domain and fair dealing.

The Court applied the cumulative test of prima facie case, balance of convenience and irreparable injury, and began with the root of title. It looked at who the authors were, what instruments could validly transfer copyright, and what the plaintiff had actually produced. It also weighed how long the titles had been in the market and whether the alleged loss could be compensated in money.

The application failed on each ground, but the questions it raises reach well beyond this family dispute. What must a non-author show to prove ownership, and why can a Will not make up for a missing assignment?

[Read the full article here]

No Agreement, No Arbitration: Madras High Court Rejects BGR Energy's Plea



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Can a contract clause become an arbitration agreement simply because it provides for a hearing, evidence and a decision by a senior officer? In BGR Energy Systems Pvt. Ltd. v. Tamil Nadu Generation and Distribution Corporation, the Madras High Court said no, dismissing a petition to appoint a sole arbitrator under Section 11(5) of the Arbitration and Conciliation Act, 1996.

The dispute arose from a ₹2,600 crore contract for the North Chennai Supercritical Thermal Power Project, Stage III. The parties traded allegations of delay, abandonment and wrongful termination, but the Court did not look at the merits. The question was whether the contract provided for arbitration at all.

BGR argued that Clause 94, titled "Settlement of Disputes," carried the essential attributes of an arbitration agreement even without using the word "arbitration," and that any objection should be left to the tribunal under Section 16. TANGEDCO countered that the clause was only an internal departmental appeal to its own Chief Engineer, who was neither independent nor final in his decision.

The Court examined the clause against the settled tests, and also considered whether Section 16 could be used to create a tribunal in the first place. It then left BGR free to pursue its remedies before the competent court.

What separates an adjudicatory mechanism from a true arbitration agreement, and what should drafters take from this?

[Read the full article here]

Can a Court Secure an Award Before It's Passed?



Does a person who handled cash payments on instructions from abroad deserve a lighter FERA penalty because he had no criminal intent and earned nothing from it? In Union of India v. Vijay Chand Baid, the Delhi High Court said no, setting aside an Appellate Tribunal order that had cut a penalty from ₹5,00,000 to ₹15,000. Baid admitted receiving ₹19.5 lakh on the instructions of his brother in Hong Kong and paying it on to another person. The Adjudicating Authority found him in violation of Sections 9(1)(b) and 9(1)(d) of FERA. The Tribunal upheld the violation but called the penalty disproportionate, citing his lack of criminal intent, the absence of any compensation and his limited means. The Division Bench found the Tribunal's reasoning wanting. It revisited the settled standard for interfering with the quantum of a penalty, asked whether the Tribunal had actually explained why the penalty was excessive, and examined whether intent and personal gain have any place in the calculation when a civil obligation is breached. The penalty imposed by the Adjudicating Authority was restored. But when can a Tribunal legitimately scale a penalty down, and what is left of the argument about the contravenor's means?

[Read the full article here]

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