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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.

Imagine a creditor claims ₹12.26 crore and walks away with 0.72%. The promoters who ran the company into insolvency return as the

resolution applicant, and then pursue that same creditor under the same contract. This week's lead piece, "Clean Slate, Not So Clean: Set-Off After the Resolution Plan," looks at how the Supreme Court dealt with exactly that in Modern Asset v. KNK Construction Pvt. Ltd. The clean slate principle promises resolution applicants certainty: claims outside the plan stand extinguished. Yet on 8 October 2026, the Court let an extinguished claim be used for set-off, though not for recovery. Is that fairness, or an exception that could swallow the rule?

It is also the perfect fit for our Shepardizing Law column. Shepardizing is the lawyer's habit of checking whether a precedent is still good law: has it been followed, questioned, narrowed or overtaken by later rulings? Here, we trace one of insolvency law's firmest principles through its latest test. **[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 regulatory authorities.. Scroll on.

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CASE DOCKET

- *Central Consumer Protection Authority v. Britannia Industries Ltd.*
- *Tejaram v. State of Rajasthan*
- *Lucknow Development Authority v. Shivaji Singh*
- *Arcis Clean Energy Pvt. Ltd. v. Parshva Innovation*
- *Ingram Micro India Private Limited v. Best Hawk Infosystems Private Limited*

TRENDING TOPICS

The Business of Being "You": The Realm of Personality Rights



Your face may be selling a cure, endorsing a betting app or starring in a video you never shot. On 15 October 2026, Justice Purushaindra Kumar Kaurav remarked that "we have to draw some line," and that sentence captures where personality rights stand today.

India has no statute on the subject. Courts have stitched the protection together from privacy, passing off, trade mark law and performers' moral rights, and the claims now reach well beyond film stars to doctors, educators and creators. Yet the Delhi High Court has also warned against over-expansive readings, and the real friction lies in the detail: how far a takedown should extend to merely similar content, and whether free speech is a limit on the right or a source of it.

Delhi and Bombay are not entirely aligned, and the new IT Rules on synthetic content add another layer for platforms. Where does the right begin, and where must it give way to parody and commentary?

[Read the full article here]

The Prompt, The Precedent and The Penalty: When Fake Citations Meet Real Consequences



On 2 July 2026, the Supreme Court declared that a decision built on fabricated legal material is "no decision in the eyes of the law," setting aside the NCLT and NCLAT orders in Pooja Ramesh Singh v. Jammu and Kashmir Bank Ltd. The Court also directed the Bar Council of India to constitute a committee of advocates who submit hallucinated precedents.

This is no isolated incident. Courts have confronted non-existent judgments in petitions, compilations and even adjudicatory orders. In one reported case, a customs penalty of approximately ₹425 crore was set aside because it rested on authorities that did not exist.

AI can make research faster, but the law is still catching up with a harder question: when a fake authority reaches a court, who is answerable?

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The lawyer who signed the filing? The junior who ran the tool? The partner who reviewed it? The firm that bought it? Add confidentiality concerns around uploading client material to third-party platforms, and the stakes grow.

The BCI's committee is, by the article's account, working from a blank slate. Should it frame binding rules or issue guidelines? Can an overburdened regulator carry this alone?

The article lays out the regulatory landscape, the accountability gaps, and a five-step framework for the profession.

[Read the full article here]

Case Docket

The Fine Print Deception: CCPA Acts Against Britannia's 100% Whole Wheat Bread Claims



On 22 October 2026, the Central Consumer Protection Authority (CCPA) penalised Britannia Industries ₹1,00,000 for marketing its bread as "100% Whole Wheat" when it contained only about 62% whole wheat flour.

Britannia had a defence ready: on a "flour basis," it argued, the claim was accurate, and "100%" simply meant no maida. The product even met the minimum composition for "Whole Wheat Bread." Yet the CCPA still found the claim misleading. Why did a technically defensible label fail?

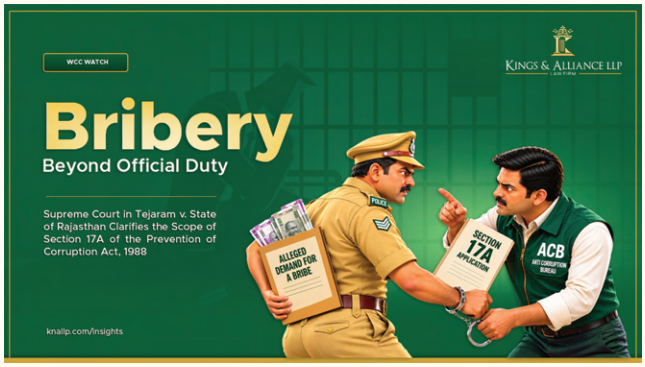
The answer lies in the test the CCPA applied. It looked past the manufacturer's intent and asked what an average consumer would understand. It also took a hard look at a qualifying statement printed in barely visible font, and at a "No Maida" tagline that, rather than clarifying, deepened the confusion.

Then came a twist. The CCPA turned to Britannia's health messaging, including a claim equating three slices of bread with one roti, and warned of where Britannia's reasoning could lead: a bread with as little as 5% atta marketed as "100% Atta Bread."

What did the CCPA say about each claim, and what should food brands take from it?

[Read the full article here]

Supreme Court Clarifies the Scope of Section 17A of the Prevention of Corruption Act, 1988.



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The Supreme Court has dismissed an appeal by Tejaram, a Rajasthan constable accused of demanding Rs. 1.5 lakh in illegal gratification, and ruled that his prosecution can go ahead without prior approval under Section 17A of the Prevention of Corruption Act, 1988.

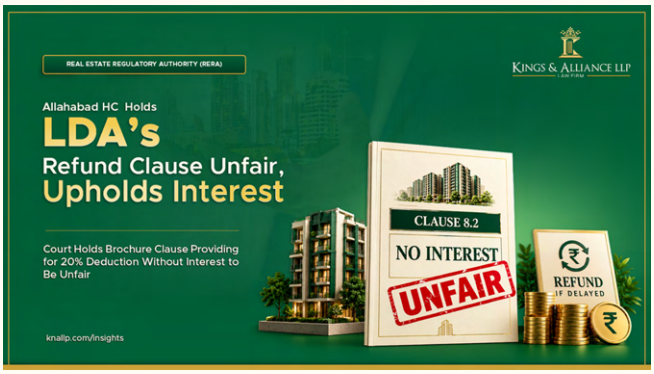
Tejaram's case was that the complaint was retaliatory, filed by a fellow constable he had himself accused of corruption. His main argument, however, was legal: Section 17A bars any investigation into offences connected with official duties without prior approval. He also pointed to a pending larger-bench reference on the validity of that very provision, and argued that the Court should wait for it.

The State's answer was simple. Section 17A does not give public servants blanket immunity.

So where does the protection actually begin and end? The Court examined the language of the provision and the line of precedents that has shaped it, and arrived at a clear position on what kind of conduct falls outside its shield. It also dealt with the pending reference and with an objection on prosecution sanction under Section 19. Does the ruling narrow the protection public servants can claim, and what does it leave open?

[Read the full article here]

Can a Housing Authority Keep Your Money Without Interest? Allahabad High Court answers.



The Allahabad High Court has dismissed an appeal by the Lucknow Development Authority (LDA), upholding an order to refund an allottee's booking amount with interest, despite a brochure clause that said otherwise.

Shivaji Singh deposited ₹1,85,000 in 2012 for a flat in a project estimated to take 24 months. The completion certificate came only in February 2020, over eight years later.

LDA relied on Clause 8.2 of its brochure, which allowed a 20% deduction and a refund without interest. The Court found the clause one-sided, unfair and unreasonable. Its reasoning went well beyond the brochure's wording, looking at how long the project ran, what LDA did with the money meanwhile, and whether the allotment was ever cancelled.

Yet one question remains. Having held the clause unfair, why did the 20% deduction still stand?
What else did the Court weigh, and what does it mean for allottees in delayed projects?

[Read the full article here]

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Two Cities, One Arbitration Clause: Supreme Court Decides



The Supreme Court has allowed an appeal in Arcis Clean Energy Pvt. Ltd. v. Parshva Innovation and set aside a Delhi High Court order appointing a sole arbitrator, holding that the High Court never had jurisdiction to do so.

The Franchise Agreement's arbitration clause named Delhi in one sub-clause and Goa in another, while a separate clause gave exclusive jurisdiction to the courts in Goa. Parshva argued that Delhi, named first and specifically, was the seat. Arcis argued that Delhi was merely a venue and that Goa was the seat.

The Court did not accept that the arbitration clause could settle the question by itself, since it named two places. Instead, it looked at the agreement as a whole and read the clauses together so that none became redundant.

The result leaves the Delhi High Court's order undone. But what is the test for deciding the seat when a clause names two places, and which clause ends up doing the real work?

[Read the full article here]

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

The Bombay High Court has directed Best Hawk Infosystems to furnish ₹32.60 crore as security in a dispute with Ingram Micro India, even before an arbitral tribunal was constituted.

Ingram Micro's invoices remained unpaid despite written acknowledgements of dues, and a cheque for over ₹24 crore was dishonoured with the reason "Account Closed." Best Hawk called the cheque an old blank security instrument and disputed the amount owed.



The Court still granted protection, pointing to Best Hawk's finances, its limited cash and the insolvency proceedings already initiated by another creditor. It also held that Ingram Micro did not need to prove any dishonest intent.

Why did these disputes not stop the Court, and what did it leave for the arbitrator?

[Read the full article here]

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