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(Learning Judgements For A Living)

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- 1 Pulsive Technologies Private Limited Vs
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- 4 Parle Products Private Limited v.
Commissioner of Central Excise



“Stop Payment” instruction also attracts liability under section 138 of Negotiable Instruments Act, 1881

CONTEXT: The complainant received bulk orders from Gujarat Informatics Limited, a Government of Gujarat company for the supply of desktop computers, printers, UPS and other products. The complainant had presented a cheque given by the respondent - accused for which they received a response stating “payment stopped by drawer”. The complainant initiated a cheque bounce case under section 138 of the NI Act, 1881, after serving due notices to the respondent. The High Court quashed the petition under section 482 of Cr.P.C and hence the complainant has preferred this appeal.

The Hon’ble Supreme Court while allowing the appeal held that “The High Court, in our opinion, fell into grave error when it proceeded to quash the complaint. Even “stop payment” instructions issued to the bank are held to make a person liable for the offence punishable under section 138 of NI Act”

PRECEDENTS:

**MODI CEMENTS LIMITED VS. KUCHIL KUMAR
NANDI (1998) 3 SCC 249**

**PULSIVE
TECHNOLOGIES
PRIVATE LIMITED
VS STATE OF
GUJARAT AND
OTHERS
[(2014) 13 SCC 18]**

**SECTION 138 & 139
OF NEGOTIABLE
INSTRUMENTS ACT,
1881**

Can there be a transfer of title in the absence of a registered document?

BEENA AND ORS VS.
CHARAN DAS (D)
THR. LRS & ORS.
[2024 INSC 680]

CONTEXT: The dispute initially arose between Bhawani Parshad, the landlord, and Charan Dass, the tenant, concerning a property located in Chamba Town, Himachal Pradesh. The landlord filed for eviction u/s 14 of the Himachal Pradesh Urban Rent Control Act, 1971, citing that the property was in dilapidated condition and required demolition and reconstruction. In 1979, a consent order was reached based on settlement where the tenant agreed to deposit ₹12,500 by a specified date. This order was intended to prevent eviction while allowing the tenant to remain in possession of the premises. Despite this agreement, subsequent disputes arose regarding the interpretation of this order, particularly concerning whether it conferred ownership rights to the tenant. The landlord's eviction suit was dismissed by the initial court which was subsequently upheld by the First Appellate Court. However, this ruling was later reversed by the High Court, which concluded that the consent order had effectively granted ownership rights to the tenant.

The Hon'ble Court mentioned that "The settlement recorded in terms of the statements of the parties and even the consent order does not in any way provide or confer right of ownership upon the tenant, nor it could have been done in a proceeding for eviction of the tenant. No document, much less a registered instrument, was executed between the parties transferring the title of the suit premises. In its absence obviously no transfer of title can pass from one party to another."

1

No document, much less a registered instrument, was executed between the parties transferring the title of the suit premises. In its absence obviously no transfer of title can pass from one party to another."

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The order of High Court was set aside and the appeal is allowed.

SECTION 14 AND 21(1)
(B) OF THE HIMACHAL
PRADESH URBAN
RENT CONTROL ACT,
1987

Compensation for lands surrendered for public use, once established, is due without a formal request

CONTEXT: The Supreme Court determined that the doctrine of delay and laches do not apply to cases where compensation is sought for land relinquished for public utilities such as DP Roads and that compensation must be granted even if no official request is filed. The bench heard appeals from landowners whose writ petitions in the Bombay High Court seeking further compensation for relinquishing property and developing facilities were dismissed due to delay and laches. The Court stated that the Municipal Corporation of Greater Mumbai had not demonstrated any prejudice due to delays or the formation of third-party rights, which would render TDR claims invalid.

① “When relief in the nature of compensation is sought, as in the instant case, once the compensation is determined in the form of FSI/TDR, the same is payable even in the absence of there being any representation or request being made. In fact, a duty is cast on the State to pay compensation to the land losers as otherwise there would be a breach of Article 300-A of the Constitution.”

② “The decisions referred to by us above would clearly indicate that neither the doctrine of delay and laches nor the principle of abandonment of claim or waiver would apply in these cases. Rather the delay has occurred on the part of the Mumbai Municipal Corporation in complying with the Regulations insofar as these Appellants are concerned.”

KUKREJA
CONSTRUCTION
COMPANY & ORS. V.
STATE OF
MAHARASHTRA &
ORS.
[MANU/SC/1016/202
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**MAHARASHTRA
REGIONAL AND
TOWN PLANNING
ACT, 1966**

**RIGHT TO FAIR
COMPENSATION AND
TRANSPARENCY IN
LAND ACQUISITION,
REHABILITATION
AND RESETTLEMENT
ACT, 2013**

Whether 'cheeselings' classifiable as 'namkeen' under central excise tariff?

CONTEXT: The appellant, Parle Products Private Limited, introduced 'Cheeselings' in the Indian market in 1956 and classified it as 'namkeen' for availing exemption benefits under the notification dated 01-03-2006. The appellant availed the exemption benefit for the period between January 2012 and December 2012. However, the adjudicating authority denied this benefit, arguing that 'Cheeselings' was not a 'namkeen' but rather a snack food and imposed a duty liability of Rs. 81,23,300 under Section 11A of the Central Excise Act, 1944, along with interest and penalties.

The Tribunal held that the adjudicating authority had erred in concluding that 'Cheeselings' was not 'namkeen' based on personal familiarity rather than any legal authority. It observed that 'namkeen' had not been defined in the notification or tariff and set aside the impugned order.

PARLE PRODUCTS
PRIVATE LIMITED V.
COMMISSIONER OF
CENTRAL EXCISE
[EXCISE APPEAL
NO. 8539 OF 2014]

SECTION 11A OF
CENTRAL EXCISE
ACT, 1944