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JUDGEMENTOPEDIA

(Learning Judgements For A Living)

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Trimex International FZE Ltd. Dubai v.
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Will a contract with an arbitration clause be recognized as valid without being formally signed?

CONTEXT: Trimex, a Dubai-based mineral trader, submitted a commercial offer to Vedanta, an Indian aluminium producer, for the supply of bauxite via email on 15 October 2007. The offer included an arbitration clause. After a series of email exchanges refining terms, Vedanta accepted Trimex's offer for five shipments of bauxite on 16 October 2007. Trimex proceeded to finalize agreements with the bauxite supplier and a ship owner based on this acceptance. Subsequently, Vedanta requested to hold the next consignment. Upon Trimex's refusal, Vedanta sought to terminate the contract. A dispute arose regarding the validity of the contract and the applicability of the arbitration clause. Trimex filed an arbitration petition seeking the appointment of an arbitrator. Vedanta argued there was no concluded contract and, therefore, no binding arbitration agreement.

The Supreme Court of India ruled that a valid contract, including the arbitration clause, existed between the parties despite the absence of a formally signed agreement.

The Court appointed an arbitrator to resolve the dispute.

TRIMEX
INTERNATIONAL
FZE LTD. DUBAI V.
VEDANTA
ALUMINIUM LIMITED,
INDIA
[(2010) 1 S.C.R. 820]

**SECTIONS 4,7 OF
THE INDIAN
CONTRACT ACT,
1872**

**SECTION 11(6) OF
THE ARBITRATION &
CONCILIATION ACT,
1996**

Does lending money on one or two occasions constitute a proper money lending business?

CONTEXT: The prosecution's allegation was that the 1st accused, who did not possess a licence under the Kerala Money-Lenders Act, 1958, lent Rs.6 lakhs to the de facto complainant and her husband. The de facto complainant alleged that the accused threatened them and demanded repayment of Rs. 3 lakhs with interest. The petitioners argued that the 1st petitioner was not a money lender and did not run a money lending business, therefore did not require a licence under the Kerala Money-Lenders Act, 1958. They claimed the money given to the de facto complainant was a loan with blank cheques issued as security, and the demand for repayment was legitimate.

1 The court held that the prosecution failed to provide sufficient evidence to establish that the 1st petitioner was engaged in the business of money lending.

2 The court stated that merely giving a hand loan on one or two occasions, even with security documents, does not constitute “money lending.”

3 To prove the running of a money lending business, the prosecution must show multiple instances of loans given for exorbitant interest.

4 Since the prosecution did not present such evidence, the court concluded that the offences related to money lending were not made out.

**MANOJ GEORGE &
ORS. V. STATE OF
KERALA & ANR.**
[2024:KER:90233]

**SECTIONS 447 AND
506(i) R/W SECTION
34 OF THE INDIAN
PENAL CODE, 1860**

**SECTIONS 3, 17, AND
18 OF THE KERALA
MONEY-LENDERS
ACT, 1958**

**SECTION 3 AND 9(A)
OF THE KERALA
PROHIBITION OF
CHARGING
EXORBITANT
INTEREST ACT, 2012**

How sufficient is the evidence for ensuring conviction integrity?

CONTEXT: The appellant was convicted of gang rape by the Trial Court and this decision was upheld by the High Court. The appellant appealed to the Supreme Court on various grounds, including the fact that the victim was a major, that it was a case of consent, that the conviction was based on the sole deposition of the victim, and that there were discrepancies in the victim's statement.

1 The Supreme Court upheld the decisions of the lower courts and dismissed the appeal.

2 The Supreme Court determined that the lower courts correctly applied the principles of law, and that the evidence supported the conviction.

3 The Supreme Court found that the discrepancies in the victim's statement were minor and did not affect the core of the prosecution case.

4 The Supreme Court also found that there was no evidence to support the claim that the victim had consented to sexual intercourse.

VIJAY @ CHINEE V.
STATE OF M.P
[2010 AIR SCW 5510,
2010 (8) SCC 191]

**SECTION 376/34 OF
THE INDIAN PENAL
CODE, 1860**

**SECTION 114-A OF
THE INDIAN
EVIDENCE ACT, 1872**

Is a Section 11(6) Arbitration and Conciliation Act petition maintainable if arbitration under the MSME Act has commenced for disputes post the respondent's MSME registration?

CONTEXT: The petitioner, Prakash Industries Limited, engaged Sumeet International Limited between 2013 and 2022 for slag recovery and processing services. Disputes emerged over the respondent's alleged failure to meet contractual obligations, leading to financial losses for the petitioner. In response, the petitioner sought the appointment of an arbitrator under Section 11(6) of the Arbitration and Conciliation Act, 1996. However, the respondent contended that the disputes were already subject to arbitration proceedings under the Micro, Small & Medium Enterprises Development Act, 2006 (MSME Act).

The Delhi High Court dismissed the petition, holding that the MSME Act, a beneficial statute, overrides other arbitration agreements.

Since proceedings under the MSME Act were already underway, the petition was deemed non-maintainable.

PRAKASH
INDUSTRIES LIMITED
V. SUMEET
INTERNATIONAL
LIMITED
[2024 SCC ONLINE
DEL 3036]

**SECTION 11(6) OF THE
ARBITRATION AND
CONCILIATION ACT,
1996**

**THE MICRO, SMALL &
MEDIUM
ENTERPRISES
DEVELOPMENT ACT,
2006 (MSME ACT)**

Delhi High Court permits termination of 29-week pregnancy citing widowhood and mental health

CONTEXT: The Petitioner, a widow, sought permission for medical termination of her pregnancy, which was beyond 24 weeks. The Petitioner's husband passed away on 19th October 2023, and she discovered her pregnancy on 31st October 2023. The Petitioner decided to terminate the pregnancy in December 2023. However, due to her advanced gestation period of 29 weeks, she was denied permission under the Medical Termination of Pregnancy Act, 1971 and the Medical Termination of Pregnancy Rules, 2003, as medical termination is allowed only under 24 weeks. This led the Petitioner to approach the High Court of Delhi.

The Court permitted the Petitioner to terminate her pregnancy at AIIMS, despite exceeding the 24-week gestation period, due to the change in the Petitioner's marital status and her mental health.

R V. UNION OF INDIA
& ORS.
[2024 SCC ONLINE
DEL 8555]

**RULE 3B(c) OF THE
MEDICAL
TERMINATION OF
PREGNANCY RULES,
2003**

**SECTION 3(2)(b) OF
THE MEDICAL
TERMINATION OF
PREGNANCY ACT,
1971**