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Why are big corporates walking into legal Ed?

Why are Indian business houses betting big on legal education? Heads up Professor of Practice

Supreme Court clarifies Director's non-liability for company cheque dishonor under NI Act, 1881

Public Courtroom: Media, murder, and the Jolly Joseph case

Wrong biryani and religious sentiments

Key contract red flags freelancers should never ignore!



EDITORIAL



P Arun Sugavaneshvar
Founder

Why are Indian business houses betting big on legal education? Heads up Professor of Practice

Shiv Nadar School of Law opened in Chennai, Tamil Nadu in October 2024. BITS Pilani launched a law school in August 2023. **Dhirubhai Ambani University has opened a new School of Law in 2024 with professor remuneration at Rs.34 lakhs per annum for an associate professor level.** Why have big business houses descended on the Indian legal sector?

The legal education sector in India has seen exponential growth in recent years. **At present, there are approximately 2 million enrolled advocates across different State Bar Councils.** There are more than 1700 law schools in India. Despite the quantitative growth, there exists a significant disparity in the pricing and quality of legal education. Premium institutions (National Law Universities) charge annual fees ranging from Rs.3-4 lakhs per annum. Private law college's fees reach upto Rs.5 lakhs per annum. Government law colleges, while cheaper (Rs.10,000-30,000 annually), often struggle with infrastructure and faculty quality.

The more interesting and **certainly appreciable element these corporates are bringing in is the exceptional quality of experts and academicians from around the world.** Most of the professors hired by them have degrees from Ivy League colleges and are subject matter experts in their disciplines. It is pertinent and **most important to note that there is a separate category of professors recognised by UGC as "Professor of Practice" with 15 years of on-field experience who are brought in to help law students understand actual workings of legal practice and client advisory.**

All reputed educational institutions across the world have one thing in common. They had all made huge investments into research and innovation. I guess it is time we see research activity buzzing in the legal field, which has been long overdue. Old mundane learning patterns and traditions have crowded and drowned new thinking and have made the citizens feel helpless about the limitations of the justice delivery system (which includes the incompetence of legal professionals).

The entry of corporate giants into legal education represents both an opportunity and a challenge. While it brings much-needed investment and innovation, careful regulation and balanced growth are essential to ensure that legal education remains accessible and maintains its social justice orientation. The success of this new model will depend on how well it balances commercial interests with educational objectives and social responsibilities.





LEGAL CRISPS

Director's non-liability for company cheque dishonor under Negotiable Instruments Act, 1881

-Nithyaparvathy R G

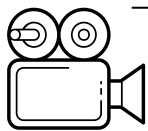
The Supreme Court case *Bijoy Kumar Moni v. Paresh Manna [Criminal Appeal No. 5556 of 2024 (Arising out of SLP (Crl) No. 13133/2024)]* clarified the legal position regarding liability for dishonoured cheques under Section 138 of the Negotiable Instruments Act, 1881, particularly when a company is involved. The case arose from a financial transaction where the complainant lent money to the accused, who then issued a cheque drawn on account of his company, Shilabati Hospital Pvt. Ltd., which was subsequently dishonoured.

The Supreme Court emphasized that **only the drawer of a cheque can be held liable under Section 138**. A 'drawer' is the maker of the cheque. The court differentiated between an authorized signatory of a company, such as a director, and the company itself. According to the court, the director is not the 'drawer' when they sign a cheque on behalf of the company; rather, the **company is the drawer**. Further, the phrase "an account maintained by him" refers to the relationship between the account holder (the company) and the bank, not to an authorized signatory. Thus, it **is the company, not the director, that maintains the account**.

The court also reinforced the principle of **separate corporate personality**, which means a company has a distinct legal identity from its directors. This means that a director signing a cheque on behalf of a company is not the account holder and not the drawer of the cheque. Furthermore, the court noted that Section 138 is a penal provision and must be strictly construed, and the offence is person-specific, meaning **only the drawer can be an accused**.

The Supreme Court upheld the High Court's decision to acquit the accused, as the **cheque was drawn on the company's account, not on an account maintained by the accused**. While the court acknowledged that the accused might have committed cheating, he could not be held liable under Section 138 of the NI Act. The accused was prosecuted in his individual capacity, rather than as a director. Also, the company was not made an accused. **The primary liability under Section 138 rests with the drawer of the cheque. When the drawer is a company, the company must be the primary offender before any other officers of the company can be held vicariously liable.**





Public Courtroom: Media, murder, and the Jolly Joseph case

-Seethala B

Publishing or producing a documentary on an ongoing criminal case, such as *Curry & Cyanide: The Jolly Joseph Case* raises significant concerns regarding the legalities of revealing sensitive investigative information. In this documentary, police disclosed key details, including the modus operandi of using cyanide to kill victims, the financial motives behind the murders, and Jolly Joseph's alleged confession statements. Authorities also shared the timeline of the deaths, forensic evidence linking the crimes, and Jolly Joseph's suspected involvement in the killings of her family members over several years. While these revelations captured public attention, they also led to speculative narratives and biased portrayals, potentially influencing public opinion before a fair trial could occur.

Such disclosures raise concerns under the sub judice rule and the right to a fair trial, both integral to the Indian legal system. **The sub judice rule, as outlined in the Contempt of Courts Act, 1971, prohibits publications that could interfere with ongoing judicial proceedings.** By revealing investigative details and commenting on the accused's guilt, documentaries risk shaping public perception and undermining the court's impartiality. For instance, coverage of the Jolly Joseph case that discusses alleged confessions or forensic findings could prejudice the outcome, resulting in a “**media trial**” that compromises legal fairness.

Additionally, such revelations may infringe upon privacy rights under Article 21 of the Indian Constitution. **Disclosing sensitive information about the accused, victims, and witnesses—especially when not officially released—can harm reputations and violate privacy. This is particularly problematic in cases where individuals are accused but not yet convicted or when investigative details are still under scrutiny.** Similarly, documentaries like those on the Burari Deaths have been criticized for sensationalism and speculative conclusions, which can mislead the audience and detract from the legal narrative.

Creators of such content must avoid violating provisions under the Contempt of Courts Act, 1971 and Bharatiya Nyaya Sanhita (BNS), 2023 related to defamation. They should also refrain from speculative storytelling and ensure disclaimers emphasize the ongoing status of cases. Ethical reporting and responsible storytelling are essential to balance public interest with judicial integrity.





CASE CHRONICLE

Wrong biryani and religious sentiments

-Sri Sai Kamalini M S

Case title: **Vasu Gupta vs. Behrouz Biryani and Swiggy**

Citation: **Complaint No:105 dated 17.03.2022**

Vasu Gupta, a Hindu and a vegetarian, filed a complaint against Behrouz Biryani and Swiggy at the District Consumer Disputes Redressal Commission in Ludhiana, India. The complaint, filed under Section 35 of the Consumer Protection Act, detailed an incident that occurred on January 14, 2022, when Gupta ordered a vegetarian biryani through Swiggy but received a chicken biryani instead. The order was delivered by Swiggy (OP2), but the food was prepared and delivered by Behrouz Biryani (OP1).

Gupta claimed that the error caused her significant mental distress and violated her religious beliefs. She immediately contacted both Swiggy and Behrouz Biryani. While Swiggy refunded the order amount, Behrouz Biryani offered a complimentary biryani but failed to address the severity of the situation. Despite a legal notice, the issue remained unresolved, prompting Gupta to seek compensation of Rs. 20 Lacs for the mental harassment and religious offence.

Behrouz Biryani, represented by its lawyer Sachin Vasudeva, challenged the complaint on grounds of maintainability, arguing that Gupta had already received a refund and was attempting to exploit the situation for financial gain. Swiggy, despite being served notice, did not appear in court and was declared ex-parte. The judges reviewed the evidence, including screenshots of the order, communication logs, and Gupta's affidavit. **They mentioned that Rule 5 and Rule 6 of the Consumer Protection (E-Commerce) Rules, 2020 enlist the liability of marketplace e-commerce entity (OP2) and duties of the seller of material (OP1), respectively.** They acknowledged Gupta's distress and the violation of her religious sentiments. The judges highlighted the negligence of both Behrouz Biryani for delivering the wrong order and Swiggy for its inadequate grievance redressal mechanism.

The commission ruled in partial favour of Gupta, ordering Behrouz Biryani and Swiggy to jointly pay a compensation of Rs. 50,000 within 30 days, failing which an 8% annual interest would be applied from the date of the complaint filing.





BEYOND THE OBVIOUS

Key contract red flags freelancers should never ignore!

-Saraswathy Thogainathan

Signing a contract as a freelancer can be a huge step towards a new opportunity, but you must tread with caution. Even standard contracts may contain risks affecting your money, time, and creative freedom. Before signing, here are the major contract pitfalls you need to watch out for to safeguard yourself and ensure a smooth working relationship.

1. Ambiguous Scope of Work:

This means that when the scope of work is not well defined, it might lead to scope creep, where your work introduces additional features without getting paid extra. You should clarify what will be delivered and in how much time so that you will not be held liable for things beyond the initial agreement.

2. Ambiguous Terms of Payment:

If the contract does not clearly specify the amount to be paid, payment method and duration, then you might get delayed or have misunderstandings later. Ensure that the mode of payment is mentioned, along with the dates and upfront payments.

3. Intellectual Property Rights (IP):

In most freelance contracts, the client may demand full ownership of your work after it is delivered and paid for. You need to be aware of which rights you want to retain and which to give up. For example, You may retain the right to be credited for the work you did for the sake of your professional reputation. Some clients may only require licensing for your work, meaning you still have all rights over your project.

4. Excessive Confidentiality and Non-Compete Clauses:

Avoid signing when your contract has overly broad confidentiality and non-compete clauses that are too long-lasting even after the project ends or do not allow you to commit to similar projects. The non-compete clauses should be narrow, time-bound and have limited restrictions on location to avoid future complications.

By paying close attention to these potential risks and negotiating clear terms, one can protect their rights and pave the way for a fair and successful freelancing relationship.



MEET THE TEAM



Nithyaparvathy R G

Legal Consultant



Seethala B

Legal Consultant



Sri Sai Kamalini M S

Legal Consultant



Saraswathy Thogainathan

Law Student
