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(Learning Judgements For A Living)

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Whether the impugned arbitral award was liable to be set aside due to the absence of an arbitration clause in the agreement?

CONTEXT: The claimant-respondent was awarded a works contract by the appellant department. Disputes arose regarding delays in the work, allegedly due to the appellant department's lack of promptness in resolving issues such as land disputes, seasonal crops, heavy rain, and lack of labourers. The respondent completed the work in an extended period. However, the appellant did not issue a completion certificate or release payment, leading the respondent to file an application under Section 11(6) of the Arbitration and Conciliation Act, 1996, and a sole arbitrator was appointed by the High Court. The arbitral tribunal awarded compensation to the respondent for delay, idling charges, hire charges, and price escalation, along with pre-award and pendente-lite interest. The appellant made an application under Section 34 of the Arbitration and Conciliation Act, 1996, to set aside the award. It was dismissed by the lower court. This appeal is made under Section 37 of the same Act by the appellant, challenging the lower court's order and the arbitral award.

- 1 The High Court dismissed the appeal in part and modified the arbitral award regarding the rate of pre-award interest.

The Court upheld the lower court's decision, affirming the arbitral tribunal's jurisdiction despite the appellant's preliminary objection regarding the absence of an explicit arbitration clause, noting that this issue had already been decided by a designated judge of the High Court during the Section 11(6) application.

- 2
- 3 The Court also upheld the award of compensation for delay, idling charges, hire charges, and price escalation, relying on precedents that allow for such compensation when delays are attributable to one party's failure to fulfill its obligations, even without specific clauses in the agreement.

**EXECUTIVE ENGINEER
AND OTHERS VS. ANIL
SHARMA**
**[2020 SCC ONLINE
JHAR 738]**

**SECTIONS 11(6), 16,
31(3) ARBITRATION
AND CONCILIATION
ACT, 1996**

Can the benefit of Section 41 of the Transfer of Property Act, 1882, be extended to purchasers of immovable property when their vendor's title is based on a Will subsequently found to be invalid?

CONTEXT: The dispute concerns ownership of land originally belonging to Beli Ram. Tota Ram, his nephew, claimed it via a 1988 Will, while Vikram Singh relied on a 1994 Will and transferred parts to defendants 2, 4, and 5(purchasers). Tota Ram filed a suit seeking a declaration of his ownership and a permanent injunction, challenging the latter Will and the mutations. The Trial Court dismissed the suit, but the First Appellate Court decreed it in favour of Tota Ram, declaring the first Will valid and the second invalid. In the Second Appeal, the High Court upheld the findings regarding the validity of the Wills but extended the benefit of Section 41 of the Transfer of Property Act, 1882, to the purchasers.

- ① The Supreme Court allowed the appeal filed by the legal heirs of Tota Ram and dismissed the appeal filed by Vikram Singh.
- ② The judgment of the High Court was set aside to the extent it extended the benefit of Section 41 of the Transfer of Property Act, 1882, to the purchasers.
- ③ The decree passed by the First Appellate Court, which had decreed the suit in totality in favour of Tota Ram, was affirmed.
- ④ The Court reasoned that once the High Court had correctly concluded that the Will of 1988 was genuine and the Will of 1994 was invalid, no right accrued to Vikram Singh, and consequently, he could not transfer a better title to the purchasers.

DUNI CHAND & OTHERS
VS. VIKRAM SINGH AND
OTHERS
[2024 INSC 516]

SECTION 41 OF THE
TRANSFER OF
PROPERTY ACT, 1882

Is the prospective enhancement of retirement age for Homeopathic Medical College faculty discriminatory, considering the retrospective benefit granted to doctors, and does it give rise to a legitimate expectation?

CONTEXT: The appellants, who were teaching faculty in Government Homeopathic Medical Colleges in Kerala, sought enhancement of their retirement age from 55 to 60 years, similar to that granted to doctors in the Medical Education Service by a Government Order (G.O.) dated 14th January, 2010, which had retrospective effect from 1st May, 2009. Their initial writ petitions seeking the same benefit were unsuccessful. Subsequently, during the pendency of their appeal to the Supreme Court, the State Government issued a G.O. dated 9th April, 2012, enhancing the retirement age for teaching staff in Homeopathic Medical Colleges to 60 years, but made it prospective. The appellants then argued that this prospective application was unfair and that they had a legitimate expectation of the enhanced age being applied retrospectively, similar to the initial G.O. for medical doctors.

The Supreme Court dismissed the appeal, holding that retirement age is a matter of government policy. The retrospective benefit granted to one class does not mandate the same for others. The Court found no discrimination or legitimate expectation and upheld the prospective application as valid.

DR. PRAKASAN M.P.
AND OTHERS VERSUS
STATE OF KERALA
AND ANR.
[2023 INSC 772]

RULE 60 (a) OF THE
KERALA SERVICE
RULES, 1958
(K.S. RULES)

What is the scope of the NCT Delhi government's powers in relation to the Lieutenant Governor under Indian Constitution, the GNCTD Act, 1991, and the Transaction of Business Rules, 1993?

CONTEXT: These appeals were brought before the Supreme Court challenging the judgment of the Division Bench of the High Court concerning the powers of the Government of NCT of Delhi vis-à-vis the Lieutenant Governor. The dispute arose from various notifications and orders issued by the Directorate of Vigilance, GNCTD, and other departments, which the Lieutenant Governor questioned, leading to a reference to the President of India due to a difference of opinion. The core issue pertains to the interpretation of the constitutional and statutory provisions governing the administration of NCT of Delhi.

1 The Court held that the Constitution must be interpreted in light of its spirit through a purposive approach and addressed key principles of constitutional interpretation and the governance framework for the NCT of Delhi.

2 It affirmed that under Article 239AA, the Lieutenant Governor(LG) is generally bound by the aid and advice of the Council of Ministers, reflecting the cabinet form of government.

3 However, the proviso to clause 4 of Article 239AA allows the LG to refer matters to the President in case of a genuine difference of opinion, recognizing Delhi's special status.

4 The Court emphasized the need to balance the democratic structure with this special status and cautioned against a purely literal reading of the Constitution, underscoring the importance of interpreting it in a way that realizes its intended democratic values and objectives.

**GOVT OF NCT OF
DELHI V. UNION OF
INDIA**
**[CIVIL APPEAL NO.
2357 OF 2017]**

**GOVERNMENT OF
NATIONAL CAPITAL
TERRITORY OF DELHI
ACT, 1991**

**TRANSACTION OF
BUSINESS RULES,
1993**

**SECTION 69 OF THE
REGISTRATION ACT,
1908**

**SECTION 151 OF THE
CODE OF CIVIL
PROCEDURE, 1908
(CPC)**

Bombay High Court quashed FIR over alleged false promise to marry under religious customs

CONTEXT: The petitioner-husband had faced an FIR dated 1-10-2024 for alleged offences under Sections 376 (rape) and 420 (cheating) of the IPC, based on claims by Respondent 3 (his wife) that he made a false promise to marry her according to religious customs. The parties had already registered their marriage legally. The petitioner claimed that the sexual relationship was consensual within a valid legal marriage and alleged that the respondent threatened him with false charges after being confronted about her other relationships. He had also filed a petition seeking annulment due to the lack of religious solemnization and non-consummation. Respondent 3 claimed he refused religious solemnization after promising it post her elder sister's marriage.

① The Bombay High Court quashed the FIR dated 1-10-2024 and the chargesheet dated 26-11-2024.

② The Court held that since a valid legal marriage existed and Respondent 3 was aware of it before consenting to sexual relations, her consent could not be deemed vitiated by a mere unfulfilled promise of religious marriage.

③ The Court clarified that a breach of promise was not the same as a false promise made with initial deceitful intent. It also observed that the criminal proceedings appeared retaliatory, following the petitioner's annulment petition.

PUSHKAR VAIGANKAR
VS. STATE OF GOA
[CRIMINAL WRIT
PETITION NO.999 OF
2024]

**ORDER XXXIX RULE 1
& 2 OF THE CODE OF
CIVIL PROCEDURE,
1908**

**SECTION 528 OF THE
BHARATIYA NYAYA
SURAKSHA SANHITA,
2023**