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JUDGEMENTOPEDIA

(Learning Judgements For A Living)

- 1 Whether the development agreement between the Delhi Development Authority (DDA) and Kenneth Builders & Developers Ltd. was frustrated within the meaning of Section 56 of the Indian Contract Act, 1872, due to intervening circumstances?
- 2 Whether the Division Bench of the High Court was justified in restoring the arbitral award concerning issues of limitation and the treatment of debit note?
- 3 Is Coal India Limited exempt from the Competition Act, 2002 due to its constitutional and statutory role as a state monopoly?
- 4 Whether taking an accused's voice sample violates fundamental rights, and if a Magistrate can authorize it without specific Cr.P.C.1973 provision?
- 5 Delhi High Court ordered Wikipedia to remove defamatory content against ANI



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1

Delhi Development Authority Vs.
Kenneth Builders & Developers Ltd. & Ors.
[Civil Appeal No. 5370 of 2016]

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OPG Power Generation Private Limited Vs.
Enexio Power Cooling Solutions India Private
Limited and Ors.
[Civil Appeal Nos. 3981-3982 OF 2024]

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Coal India Limited And Anr. Vs.
Competition Commission Of India And
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ANI Media Pvt. Ltd. Vs. Wikimedia
Foundation Inc. & Ors.
[CS(OS) 524/2024]



Whether the development agreement between the Delhi Development Authority (DDA) and Kenneth Builders & Developers Ltd. was frustrated within the meaning of Section 56 of the Indian Contract Act, 1872, due to intervening circumstances?

CONTEXT: The DDA proposed a public-private partnership project for residential development on land in Tehkhand, South Delhi. Kenneth Builders was the highest bidder in an auction conducted by the DDA and deposited the entire bid amount. Subsequently, the Department of Forests of the Government of the National Capital Territory of Delhi (GNCTD) raised objections, contending that the project land fell within the Ridge, thus prohibiting construction without the consent of the Ridge Management Board and the Supreme Court. Kenneth Builders filed a writ petition in the Delhi High Court seeking to set aside the auction and allotment letter and for a refund of the amount paid. The High Court held that Kenneth Builders was not entitled to have the tender set aside but ruled that if the DPCC did not grant consent, Kenneth Builders would be entitled to a refund due to the project's frustration. The DDA appealed this decision to the Supreme Court. The Supreme Court, considering a report from the Central Empowered Committee (CEC), examined whether the intervening circumstances frustrated the contract.

- 1 The appeal filed by the DDA was dismissed. The Supreme Court upheld the High Court's decision, concluding that the development agreement between the DDA and Kenneth Builders was indeed frustrated within the meaning of Section 56 of the Indian Contract Act, 1872.
- 2 The DDA was directed to refund the deposit made by Kenneth Builders with interest at 6% per annum from 11th September, 2006, until realisation.
- 3 The question raised by the GNCTD and the Department of Forests regarding the DDA's final authority in determining land use related to the Ridge was left open for consideration in an appropriate case.

DELHI DEVELOPMENT
AUTHORITY VS.
KENNETH BUILDERS &
DEVELOPERS LTD. &
ORS.
[CIVIL APPEAL NO.
5370 OF 2016]

**SECTION 56 OF THE
INDIAN CONTRACT
ACT, 1872**

**DELHI DEVELOPMENT
AUTHORITY (DISPOSAL
OF DEVELOPED NAZUL
LAND) RULES, 1981**

**WATER (PREVENTION
AND CONTROL OF
POLLUTION) ACT, 1974**

**AIR (PREVENTION AND
CONTROL OF
POLLUTION) ACT, 1981**

Whether the Division Bench of the High Court was justified in restoring the arbitral award concerning issues of limitation and the treatment of debit note?

CONTEXT: The dispute arose from an arbitral award in a matter between OPG Power Generation Private Limited (OPG) and Enexio Power Cooling Solutions India Private Limited (Enexio). The Single Judge of the High Court, exercising powers under Section 34 of the Arbitration and Conciliation Act, 1996 (the 1996 Act), had set aside the arbitral award. However, the Division Bench of the High Court, in an appeal under Section 37 of the 1996 Act read with Section 13(1) of the Commercial Courts Act, 2015, allowed the appeals, set aside the Single Judge's order, and restored the arbitral award. OPG challenged this restoration before the Supreme Court. The core of the dispute involved the validity of the arbitral award concerning the claim of Enexio for outstanding dues and OPG's counterclaims, particularly with respect to the application of the law of limitation, the effect of debit notes issued by OPG, and the consistency in the Arbitral Tribunal's reasoning.

1 The Supreme Court dismissed the appeals, upholding the judgment and order of the Division Bench of the High Court, thereby restoring the arbitral award.

2 The Court reasoned that there was no palpable error in the arbitral award that could be termed 'patently illegal'/'perverse', or in conflict with the public policy of India as defined under Section 34 of the 1996 Act, especially after the 2015 amendments.

3 The Court concurred with the Division Bench's finding that the Arbitral Tribunal's view on limitation, particularly based on the acknowledgment of liability in the minutes of the meeting dated 19 April 2018 under Section 18 of the Limitation Act, 1963, was a possible and justifiable view.

4 The Court also held that the rejection of Enexio's prayer to declare the debit notes invalid due to limitation did not extinguish its substantive claim for the outstanding principal amount, relying on the principle that limitation bars the remedy but does not extinguish the right.

OPG POWER
GENERATION PRIVATE
LIMITED VS. ENEXIO
POWER COOLING
SOLUTIONS INDIA
PRIVATE LIMITED AND
ORS.
[CIVIL APPEAL NOS.
3981-3982 OF 2024]

SECTIONS 34, 37 OF
THE ARBITRATION AND
CONCILIATION ACT,
1996

SECTION 18 OF THE
LIMITATION ACT, 1963

Is Coal India Limited exempt from the Competition Act, 2002 due to its constitutional and statutory role as a state monopoly?

CONTEXT: The Competition Commission of India (CCI) found Coal India Limited (CIL) and its subsidiary, Western Coalfields Limited, to be in abuse of their dominant position based on information provided by the second respondent. This finding was affirmed by the Competition Appellate Tribunal. CIL appealed to the Supreme Court, arguing that as a monopoly created by the Coal Mines (Nationalization) Act, 1973, and mandated to achieve the objectives of Article 39(b) of the Constitution of India concerning the distribution of material resources for the common good, it cannot be bound by the Competition Act, 2002. The appellants contended that applying the Competition Act would lead to anomalous results and stultify the goals of the Nationalisation Act and Article 39(b). The Supreme Court also considered several transferred cases involving similar questions of law regarding the applicability of the Competition Act to CIL.

1 The Supreme Court upheld the Competition Appellate Tribunal’s decision, confirming that Coal India Limited and its subsidiaries are subject to the Competition Act, 2002.

2 The Court held that CIL qualifies as an “enterprise” under the Act, and the existence of a statutory monopoly or constitutional mandate under Article 39(b) does not grant it immunity from Competition law.

3 The non-obstante clause in the Competition Act gives it an overriding effect, and public sector entities must also comply with competition norms. However, CIL can still present valid policy-based defences before the CCI.

COAL INDIA LIMITED
AND ANR. VS.
COMPETITION
COMMISSION OF INDIA
AND ANR.
[CIVIL APPEAL
NO.2845 OF 2017]

**SECTIONS 2(H), 2(I),
4, 19(4) (g) OF THE
COMPETITION ACT,
2002**

**SECTION 28 OF THE
COAL MINES
(NATIONALIZATION)
ACT, 1973**

Whether taking an accused's voice sample violates fundamental rights, and if a Magistrate can authorize it without specific Criminal Procedure Code, 1973 provision?

CONTEXT: The In-charge of the Electronics Cell of Sadar Bazar Police Station in Uttar Pradesh filed an FIR alleging that Ritesh Sinha, along with another person, was collecting money from individuals promising them police jobs. During the investigation, a mobile phone was seized, and the Investigating Authority sought to verify if a recorded conversation on it was between the arrested person and Ritesh Sinha. Consequently, an application was filed before the Chief Judicial Magistrate (CJM), Saharanpur, requesting the summoning of Ritesh Sinha to provide his voice sample. The CJM granted the summons, which was then challenged by Ritesh Sinha before the High Court of Allahabad under Section 482 Cr.P.C. The High Court dismissed the challenge, leading to the appeal before the Supreme Court. A two-judge bench of the Supreme Court delivered a split verdict, necessitating the present reference to a larger bench.

① The Supreme Court held that, in the absence of specific provisions in the Cr.P.C., a Judicial Magistrate has the power to order voice samples for investigation.

② It reasoned that although the Cr.P.C. includes provisions for medical and handwriting examinations, it remains silent on voice samples.

Relying on the principle that procedure is the handmaid of justice and invoking Article 142, the Court concluded that this power may be granted through judicial interpretation. Reaffirming *State of Bombay v. Kathi Kalu Oghad* [A.I.R. 1961 SC 1808], the Court held that giving a voice sample does not violate Article 20(3), as it is only material for comparison, not self-incriminatory evidence. The appeals were disposed of accordingly.

RITESH SINHA VS.
STATE OF UTTAR
PRADESH & ANR.
[CRIMINAL APPEAL
NO.2003 OF 2012]

ARTICLE 20(3) OF THE
CONSTITUTION OF
INDIA

SECTIONS 53, 53A,
311A OF THE CODE OF
CRIMINAL
PROCEDURE, 1973
(CR.P.C.)

Delhi High Court ordered Wikipedia to remove defamatory content against ANI

CONTEXT: ANI Media Pvt. Ltd., an Indian news agency, had filed for an interim injunction under Order XXXIX Rule 1 & 2 of the Civil Procedure Code, 1908 before the Delhi High Court against Wikimedia Foundation Inc. and its administrators. ANI alleged that defamatory edits were made to its Wikipedia page, including accusations of political bias, fake news, and poor journalism. Attempts to correct the content were reversed, and edit restrictions were imposed. A cease-and-desist notice was ignored.

1 The Delhi High Court allowed ANI's application, directing Wikimedia to remove the defamatory content and revoke the page's protection status. The Court held that despite Wikimedia's intermediary status, it had a duty to prevent defamation.

2 It found that the content misrepresented editorial sources and harmed ANI's reputation, and noted that the defendant administrators failed to appear in Court.

ANI MEDIA PVT. LTD.
VS. WIKIMEDIA
FOUNDATION INC. &
ORS
[CS(OS) 524/2024]

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

**SECTION 79 OF THE
INFORMATION
TECHNOLOGY ACT,
2000**