



LEGAL ‘*KISSE*’ OF LAST WEEK

14TH EDITION

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Legal 'Kisse' of Last Week

◆ **Citation:** *Uphealth Holdings Inc (Supra)* // Page No. 9.

✚ **Mere participation in the Arbitration proceedings cannot be considered to be a waiver of Section 12(5): Delhi High Court.**

◆ **Citation:** *Govind Singh Vs M/s Satya Group Private Limited & Anr.* // FAO (Comm.) 136/2022 // Neutral Citation: 2023/DHC/000081 // Delhi High Court // Para 20.

◆ **Link to Citation:** http://164.100.69.66/jupload/dhc/VIB/judgement/06-01-2023/VIB06012023FAOC1362022_182903.pdf

INSOLVENCY BANKRUPTCY CODE, 2016

✚ **The intervener has no right to be heard if the appeal has been withdrawn by the parties: NCLAT New Delhi.**

◆ **Citation:** *Indiabulls Housing Finance Ltd. Vs Kalptaru Properties Pvt. Ltd. & Ors.* // Company Appeal (AT) (Ins.) No. 880 of 2021 // NCLAT New Delhi // Para 21.

◆ **Link to Citation:**

<https://ibbi.gov.in/uploads/order/1d11fc8ad542a3b4bd2eca172e6fae5e.pdf>

✚ **Even a single act of the Director of the CD can depict an act of fraud, establishing complete flow of funds from inception to the end is not required under Section 66: NCLAT New Delhi.**

◆ **Citation:** *Tridhaatu Kirti Developers LLP Vs Mr. Arihant Nenawati & Ors.* // Company Appeal (AT) (Ins.) Mo. 95 of 2021 // NCLAT New Delhi // Para 11.

✚ **AA under Section 9 is not to enter into final adjudication of the dispute raised by the Party: NCLAT New Delhi.**

◆ **Citation:** *Parmial Vakharia Couture Vs Kiaasa Retail LLP* // Company Appeal (AT) (Ins.) No. 617 of 2022 // NCLAT New Delhi // Para 18.

✚ **AA needs to decipher whether the dispute raised requires further adjudication by competent court: NCLAT New Delhi.**

◆ **Citation:** *Parmial Vakharia Couture (Supra).*

COMMERCIAL COURTS ACT, 2015

✚ **Commercial Court can decree suit under Order VIII Rule 10 of CPC, keeping in mind principle enunciated in *Balraj Taneja v. Sunil Madan (1999) 8 SCC***



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396 and C.N. Ramappa Gowda v. C.C. Chandregowda (2012) 5 SCC 265: Delhi High Court.

◆ **Citation:** *Kleenoil Filtration India Pvt Ltd Vs Udit Khatri & Ors* // CS(COMM) 72/2022 // Neutral Citation No: 2023/DHC/000065 // Delhi High Court // Para 15.

◆ **Link to Citation:** http://164.100.69.66/jupload/dhc/CHS/judgement/06-01-2023/CHS05012023SC722022_130927.pdf

✚ **It is for the Plaintiff to decide against whom he wishes to litigate or not: Delhi High Court.**

◆ **Citation:** *Aiwa Co. Ltd Vs Aivva Enterprises Private Limited & Ors* // CS(COMM) 606/2022 // Neutral Citation No. 2023/DHC/000041 // Delhi High Court // Para 22.

◆ **Link to Citation:** http://164.100.69.66/jupload/dhc/ABL/judgement/05-01-2023/ABL05012023SC6062022_115339.pdf

✚ **Exclusivity clause i.e. 'right of first refusal' cannot continue even after term of main contract: Delhi High Court.**

◆ **Citation:** *Global Music Junction Pvt. Ltd. Vs Annapurna Films Pvt Ltd & Ors* // CS (COMM) 715/2022 // Neutral Citation No. 2023/DHC/000064 // Delhi High Court // Para 30.

◆ **Link to Citation:** http://164.100.69.66/jupload/dhc/ABL/judgement/06-01-2023/ABL06012023SC7152022_121836.pdf

COMPANIES ACT, 2013

✚ **NCLT under Section 111A of the CA, 1956, cannot determine on the violation and penalty under provisions of SEBI Act and Regulations thereof: Supreme Court.**

◆ **Citation:** *IFB Agro Industries Limited Vs SICGIL India Ltd and Ors* // Civil Appeal No. 2030 of 2019 // Supreme Court // Para 37 & 38.

◆ **Link to Citation:**

https://main.sci.gov.in/supremecourt/2019/3907/3907_2019_1_1501_40710_Judgement_04-Jan-2023.pdf

