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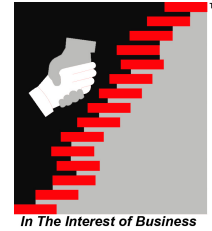
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LEGAL NEWS FROM 10 JAN- 31 JAN.

1. Registration Act Does Not Contemplate Inquiry Into Whether PoA Holder Who Executed Document Had Valid Power Of Attorney: Supreme Court

https://www.livelaw.in/pdf_upload/amar-nath-vs-gian-chand-2022-livelaw-sc-98-408564.pdf

The Supreme Court observed that the production of the original power of attorney is not necessary, if the document is presented for registration by the power of attorney holder who executed the document on the strength of it.

2. Leniency Can't Be Shown For Drunken Driving Merely Because No Major Accident Occurred: Supreme Court

https://drive.google.com/viewerng/viewer?url=https://www.livelaw.in/pdf_upload/3655201942150532869judgement25-jan-2022-2-408308.pdf

While dealing with the case of an employee's dismissal from service after being found guilty of driving under influence of alcohol, the Supreme Court of India has observed that merely because no major accident occurred leniency can't be shown for the misconduct of drunken driving. The Court stated that driving a vehicle under the influence of alcohol is not only a misconduct but it is an offence also. "Nobody can be permitted to drive the vehicle under the influence of alcohol" Supreme Court said.

3. Writ Plea In Contractual Matters Lies Against State, Instrumentalities If Amount Is Admitted & Undisputed: Allahabad High Court

https://www.livelaw.in/pdf_upload/writ-contractual-allahabad-hc-408568.pdf

The Allahabad High Court recently observed that there is no absolute bar on the maintainability of a writ petition against the state and its instrumentalities in contractual matters.

The Bench of Justice Manoj Kumar Gupta and Justice Dr. Yogendra Kumar Srivastava remarked that where the amount is admitted and there is no disputed question of fact requiring adjudication of detailed evidence and interpretation of the terms of the contract, a writ would very well lie against the State and its instrumentalities.

4. Section 60/61 Contract Act - If Adjustment Is Made Towards A Particular Invoice, It Can't Extend Limitation For Other Outstanding Invoices: Bombay High Court

https://www.livelaw.in/pdf_upload/anmolsteelprocessorsprivatevscolourroofindialimitedon19january2022-1-408194.pdf

A short question that arises for consideration of this Court is whether the claimant having exercised the option under section 60 of the Indian Contract Act by adjusting the payment of Rs.50 lakhs towards four

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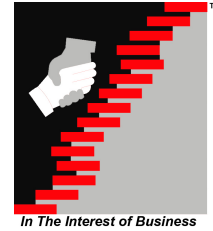
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earlier invoices, three invoices fully adjusted and one invoice partly adjusted and not having made the claim in respect of those three fully paid invoices is estopped from raising the plea that the cheque of Rs.50 lakhs issued by the respondent towards part payment having been dishonored, would amount to acknowledgment of liability in respect of all the outstanding invoices on the date of commencement of the arbitral proceedings or not".

5. Not Required To Show Prejudice, Where There Is Violation Of Fundamental Rights – Bombay High Court Directs Customs To Pay Rs. 2cr For 23 Year Delay

https://www.livewlaw.in/pdf_upload/sushitex-exports-india-ltd-ors-vs-the-union-of-india-anr-408500.pdf

It is a settled principle of law that when there is violation of a Fundamental Right, no prejudice even is required to be demonstrated.

6. POSH Act Applicable To Girl Students Of A School: Calcutta High Court

https://www.livewlaw.in/pdf_upload/pawan-kumar-niroula-v-union-of-india-408368.pdf

The Calcutta High Court observed that the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (2013 Act) is applicable to girl students of a school.

Legal News Courtesy: - Live law.

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