

## **LITIGATION UPDATE – A GLIMPSE OF CERTAIN IMPORTANT ORDERS PASSED DURING COVID -19 LOCKDOWN**

### **A. IMPORTANT ORDERS PASSED BY THE SUPREME COURT OF INDIA**

S. No.	Case Name	High Court / Tribunal/ Citation/ Date	Key Ratio / Finding
1.	In Re : Cognizance For Extension Of Limitation	Supreme Court of India  Suo Motu Writ Petition (Civil) No(S).3/2020  Dated 23.03.2020	<ul style="list-style-type: none"> <li>The Hon'ble Supreme Court ordered that the period of limitation in all the proceedings irrespective of the limitation prescribed under the general law or Special Laws whether condonable or not shall stand extended w.e.f. 15th March 2020 till further order/s to be passed by the Hon'ble Court.</li> <li>The Hon'ble Supreme Court exercising its power under Article 142 read with Article 141 of the Constitution of India declared that the present order is a binding in nature within the meaning of Article 141 on all Courts/Tribunals and authorities.</li> </ul>
2.	In RE: Guidelines For Court Functioning Through Video Conferencing During Covid-19 Pandemic	Supreme Court of India  Suo Motu Writ (Civil) No.5/2020  Dated 06.04.2020	<ul style="list-style-type: none"> <li>The Hon'ble Supreme Court in order to adopt measures to ensure social distancing in order to prevent the transmission of the virus, exercised powers conferred on it by Article 142 of the Constitution of India to make such orders as are necessary for doing complete justice and directed the following:               <ol style="list-style-type: none"> <li>All the Court to take appropriate measures to reduce the need for the physical presence of all stakeholders within court premises and function in consonance with social distancing guidelines and ensure the robust functioning of the judicial system through the use of video conferencing technologies .</li> <li>All the Courts shall maintain a helpline to ensure that any complaint in regard to the quality or audibility of these feed shall be communicated during the proceeding or immediately after its conclusion and stated that no grievance in regard to it shall be entertained thereafter.</li> <li>All the Court shall duly notify and make available the facilities for video conferencing for such litigants who do not have the means or access to video conferencing facilities. If necessary, in appropriate cases courts may appoint amicus-curiae and make video conferencing facilities available to such advocates.</li> <li>Video conferencing shall be mainly employed for hearing arguments whether at the trial stage or at the appellate stage until appropriate rules are framed by the High</li> </ol> </li> </ul>

			<p>Courts. In no case shall evidence be recorded without the mutual consent of both the parties by video conferencing. If it is necessary to record evidence in a Court room the presiding officer shall ensure that appropriate distance is maintained between any two individuals in the Court.</p> <p>v. The presiding officer will have the power to restrict the presence of any party inside the court premises, if such party is suffering from any infectious illness.</p>
3.	In RE : Contagion Of COVID 19 Virus In Prisons	Supreme Court of India  Suo Moto Writ Petition (C) No. 01 / 2020  Dated 07.04.2020	<ul style="list-style-type: none"> <li>The Hon'ble Supreme Court of India directed all States and Union Territories to ensure that prisoners who have been released from jails are provided safe transit so that they can reach their homes in wake of the national lockdown as a result of the COVID-19 outbreak.</li> </ul>
4.	Sashank Deo Sudhi vs. Union of India & Ors.	Supreme Court of India  Writ Petition (Civil) Diary No. 10816/2020  Dated 08.04.2020 and 13.04.2020	<ul style="list-style-type: none"> <li>The Hon'ble Supreme Court directed that COVID-19 tests should be done free of cost in both government laboratories and in approved private laboratories.</li> <li>The Hon'ble Court further modified the order directing that the private laboratories can charge for testing of COVID-19 from the people who are capable of making payment of testing fee as ascertained by Indian Council of Medical Research (ICMR). However, free testing will be available to people eligible under Ayushman Bharat Pradhan Mantri Jan Yojna and to the economically weaker sections of the society.</li> <li>The Hon'ble Court directed the Government of India, Ministry of Health and family Welfare to issue necessary guidelines for reimbursement of the expenses incurred for COVID-19 tests by the private laboratories.</li> </ul>
5.	UBS AG London Branch vs. Rural Enterprise Wholsale Limited & Ors.	Supreme Court of India  Special Leave Petition (Civil) Diary No (S). 10943/2020  Dated 17.04.2020	<ul style="list-style-type: none"> <li>The Hon'ble Supreme Court ordered that,  <i>"The matter is listed before the High Court on May 4, 2020. We are of the view that the interim nature of the order is not likely to be interfered with under Article 136 of the Constitution. The Special Leave Petition is dismissed."</i> </li> </ul>
6.	Anjuman E Shiate Ali & Anr. vs. Gulmohar Area Societies Welfare Group & Ors.	Supreme Court of India  Civil Appeal Nos. 6216-6217 Of 2019  Dated 17.04.2020	<ul style="list-style-type: none"> <li>The Hon'ble Supreme Court upholding the order passed by the Hon'ble Bombay High Court and refuted the claim of the Appellants that the Appellants are entitled to make constructions on plots that are shown as open spaces / gardens in the approved layout after making constructions in all the plots, except the plots shown as open spaces / gardens based on development plan prepared by MHADA.</li> <li>The Hon'ble Court further refuted the contention of the Appellants that the approved layout was of the year of 1967 and was prepared as a temporary measure and was of the</li> </ul>

			<p>opinion that there in concept of temporary layout in the Scheme of the MMC Act and Regulations as at the relevant time when the layout was approved, MMC Act, 1888 (Bombay Act No.3 of 1888) was in force. Statutory approvals were required for the layout to divide the land into complete plots, as per Section 302 and 302-A of the said Act and as such, the open spaces, which were left towards open space and garden in the approved layout were in conformity with the Regulation No. 39 of 1967 DCR and Sections 302 and 302A of MMC Act.</p> <ul style="list-style-type: none"> <li>• It was further observed that merely because in the development plan prepared at a later stage, in the area shown for residential purpose, authorities have not indicated the open spaces/garden, which were already left in the layout approved in 1967 then in such scenario, the Appellants cannot claim the benefit of making constructions in the plots which were left towards open space/garden.</li> <li>• The Hon'ble Supreme Court dismissed the Civil Appeal stating that, <i>"It is not open to claim for construction in the plots which are reserved for open spaces/garden spaces also. It is fairly well settled that in an approved layout, the open spaces which are left, are to be continued in that manner alone and no construction can be permitted in such open spaces. The Development Plan which was submitted in the year 1999, as per the 1991 DCR, will not divest the utility of certain plots which are reserved for open spaces in the approved layout. The appellants cannot plead that such a layout was only temporary and as a stop gap arrangement, the said two plots were shown as open spaces/garden and now they be permitted to use for construction."</i></li> </ul>
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## **B. IMPORTANT ORDERS PASSED BY VARIOUS HIGH COURTS**

S. No.	Case Name	High Court / Tribunal/ Citation/ Date	Key Ratio / Finding
1.	A1 – Fateh CHSL. & Anr. vs. Municipal Corporation of Greater Mumbai & Ors.	<p>Bombay High Court</p> <p>Writ Petition (L) No. 900 of 2020</p> <p>Dated 19.03.2020</p>	<ul style="list-style-type: none"> <li>• The Hon'ble Court in order to prevent individuals/firms/companies who are aggrieved due to receipt of notices contemplating demolition/eviction and/or holding auctions of attached properties issued by the Maharashtra Municipal Corporation and are left with no option but to approach the appropriate court for reliefs.</li> <li>• In view of the same the Hon'ble Court suggested to the Commissioner of the Municipal Corporation of Greater Mumbai as well as all Municipal</li> </ul>

			Commissioners of all the Municipal Corporations in Maharashtra to consider issuing a general directive not to demolish, evict and/or hold auctions of attached properties for a specified period with a caveat that if the Corporations in some extra ordinary cases, for compelling reasons is required to do so then in such case they shall be at liberty to move the appropriate courts and obtain necessary orders.
2.	C H Sharma & Ors. vs State of Maharashtra & Ors.	Bombay High Court, Nagpur Bench  PIL No. 10 of 2020 and Writ Petition No. 3247 of 2020  Dated 23.03.2020	<ul style="list-style-type: none"> <li>The Hon'ble Court issued the following directions to the State government:               <ol style="list-style-type: none"> <li>to set up COVID-19 testing facilities in places where the same is not available and also directed to ensure that these facilities are provided and made functional within a period of two weeks from the date of order.</li> <li>to look into the issue of deficiency of protection equipment (PPE) or Hazmat Kit which is meant for providing protection to the doctors, nursing staff and sanitation workers who are attending to COVID-19 cases and further directed to ensure that such kits are been provided at all places in adequate numbers at the earliest preferably within a week's time from the date of the order.</li> <li>to ensure that thermal screening of all the passengers arriving from domestic flights is carried out at Nagpur Airport until the emergent situation improves.</li> <li>to consider grant of approval and registration to private laboratories across the State of Maharashtra which are already equipped with COVID-19 testing facility and grant approval to such of the private laboratories as are found to be fulfilling the applicable norms within a period of one week from the date of order.</li> </ol> </li> </ul>
3.	C. H. Sharma & Ors. vs State of Maharashtra & Ors.	Bombay High Court, Nagpur Bench  Writ Petition No. 3247 of 2020  Dated 26.03.2020	<ul style="list-style-type: none"> <li>The Hon'ble Court issued the following directions:               <ol style="list-style-type: none"> <li>to all the concerned Authorities running private Medical Colleges and Hospitals to provide personal protection equipments (PPE) or Hazmat kits in adequate numbers to all Doctors and health care workers discharging their respective duties at the private Medical Colleges and Hospitals at the earliest, preferably within a week's time from the date of order.</li> <li>to Director, Accounts and Treasury, Mumbai and Principal Secretary (Accounts and Treasury), Finance Department, Mantralaya, Mumbai to re-consider the decision reflected in the Circular dated 24/3/2020 and re-fix the deadline for acceptance of all Pay/Treasury bills by the concerned District Treasuries and Sub-Treasuries.</li> </ol> </li> </ul>

4.	IN RE: Extention of Interim Orders	<p>Bombay High Court</p> <p>Writ Petition Urgent 2 of 2020 (Suo Moto Decision)</p> <p>Dated 26.03.2020</p>	<ul style="list-style-type: none"> <li>The Hon'ble Court directed the following:  <i>"8. In this situation, we find it appropriate to <u>continue all interim orders which are operating till today and are not already continued by some other courts / authority including this court and the same shall remain in force till 30.04.2020, subject to liberty to parties to move for vacation of interim orders only in extreme urgent cases.</u> Thus, all interim orders passed by this High Court at Mumbai, Aurangabad, Nagpur and Panaji as also all courts/ Tribunal and authorities subordinate over which it has power of superintendence expiring before 30.04.2020, shall continue to operate till then. It is clarified that such interim orders which are not granted for limited duration and therefore, are to operate till further orders, shall remain unaffected by this order.</i>  <i>9. Orders or decree for eviction, dispossession, demolition already passed by any court/Tribunal/Authority shall also remain in abeyance till then.</i>  <i>10. Considering the prevalent shut down and other issues, we hope that Government as also municipal authorities and other agencies or instrumentalities shall also be slow in taking any coercive steps so as to drive the citizen to court of law in the meantime."</i> </li> </ul>
5.	IN RE: Extension of Interim Orders	<p>Bombay High Court</p> <p>WRIT PETITION URGENT 2 OF 2020 (Suo Moto)</p> <p>Dated 16.04.2020</p>	<ul style="list-style-type: none"> <li>The Hon'ble Court directed the following:  <i>"1. In view of the earlier order dated 26th March 2020, a hearing was held today after meeting which decided to continue the prevalent arrangement of taking up matters till 5th May 2020 and to hold a meeting on administrative side to take stock of the situation on 4th May 2020.</i>  <i>2. In this situation, the interim orders and arrangement continued by an order dated 26th March 2020 till 30th April 2020 shall continue further till 15th June 2020 subject to the same liberty to aggrieved party to move for vacation thereof.</i>  <i>3. It is also clarified that while calculating time for disposal of matters made time bound by this Court, the period for which the order dated 26th March 2020 continues to operate shall be added and time shall stand extended accordingly."</i> </li> </ul>
6.	Rural Fairprice Wholesale Limited & Anr. vs. IDBI Trusteeship Services Limited & Ors.	<p>Bombay High Court</p> <p>Interim Application No. 1 of 2020 in Commercial Suit No. (L) 307 of 2020</p> <p>Dated 30.03.2020</p>	<ul style="list-style-type: none"> <li>The Hon'ble High Court granted a temporary injunction to the Plaintiffs on the sale notices issued by the Defendant No. 1 in its capacity as a debenture trustee for sale of shares pledged by the Plaintiffs due to Plaintiff's inability to maintain the minimum-security cover stipulated in the Debenture Trust Deeds.</li> <li>The Hon'ble Court granted temporary injunction upon considering that when the Debenture Trust Deed was executed between the parties, market value of the shares were Rs 350 per share and only because of unprecedented outbreak of</li> </ul>

			COVID-19 pandemic, share market had collapsed and the per share value had come below Rs 100.
7.	Anant Raj Limited vs. Yes Bank Limited	Delhi High Court Writ Petition (c) Urgent No. 5/2020 Dated 06.04.2020	<ul style="list-style-type: none"> <li>The Delhi High Court held that the advisory issued by Reserve Bank of India on moratorium on loans in the wake of COVID-19 pandemic is applicable even to loans which were on default as on March 1, 2020.</li> <li>The Hon'ble Court observed that if the Regulatory Package is applicable only to Standard Asset accounts, there was no necessity for the RBI to refer to Classification of an account as a Non-Performing Asset (NPA) in its Regulatory Package and RBI could have only referred to the change of classification as a SMA. The restriction on change in classification as mentioned in the Regulatory Package shows that RBI has stipulated that the account which has been classified as SMA-2 cannot further be classified as a non-performing asset in case the installment is not paid during the moratorium period i.e. between 01.03.2020 and 31.05.2020 and status quo qua the classification as SMA-2 shall have to be maintained.</li> <li>The Hon'ble Court was of the <i>prima facie</i> view that the classification of the account of the petitioner as an NPA on 31.03.2020 could not have been done by the respondent. Accordingly, status quo ante is restored qua the classification of the account of petitioner and the account classification as it stood on 01.03.2020 shall stand restored.</li> <li>The Hon'ble Court also clarified that interest and penal charges will continue to accrue and that the loan classification will change to NPA if the borrower fails to clear the dues after the moratorium. The effect of the same would be that for a period of three months there will be a moratorium from payment of that installment. However, stipulated interest and penal charges shall continue to accrue on the outstanding payment even during the moratorium period. If post the moratorium period borrower fails to pay the said installment, classification would then automatically change as per the IRAC guidelines.</li> </ul>
8.	Ideal Toll & Infrastructure Pvt. Ltd., Mumbai and Anr. vs. ICICI Home Finance Co. Ltd., Mumbai & Anr.	Bombay High Court Commercial Suit No.Ld-Vc-7 Of 2020 along with Interim Application Ld-Vc-7(Ia) Of 2020 Dated 07.04.2020	<ul style="list-style-type: none"> <li>The Hon'ble Court was of the opinion that RBI's Press Release dated 27th March 2020 allowing a moratorium of three months on payment of installments in respect of all term loans outstanding as on 1st March 2020 and the repayment schedule of subsequent due dates was permitted to be shifted by three months would only apply to the payment of all installments falling due between March 1, 2020 and not those installments which were due prior thereto.</li> </ul>



			<ul style="list-style-type: none"> <li>The Hon'ble Court held that the amount which was admittedly due to be paid by the Plaintiff to the Defendant No. 1 as of January 2020 would not be covered by the moratorium.</li> <li>The Hon'ble Court further added that in order to meet the ends of justice, the rights of the Plaintiff were entitled to be protected. Therefore, the Hon'ble Court stayed any further selling of shares pledged by the plaintiff, along with a direction to facilitate payment of the amount which was due in January 2020, in three instalments.</li> <li>The Hon'ble Court extended the protection offered by RBI to the Plaintiff as the moratorium covered amounts pertaining to March, 2020 under the second term loan availed by the Plaintiff from the Defendant No. 1.</li> <li>The Hon'ble Court directed that the Defendant shall not sell further shares pledged by the Plaintiff during the three-month moratorium contemplated by the RBI, subject to payment of amount due after March 1 as per the rescheduled timeline.</li> <li>The Hon'ble Court has also clarified that in the event of any default in payment of any of the amounts which became due in January, the Defendant shall be at liberty to sell the pledged shares in the second term loan to the extent required to recover the balance due as on the date of default.</li> </ul>
9.	Mrs. Anuya Jayant Mhaikar vs. ICICI Home Finance Co. Ltd., Mumbai & Anr.	Bombay High Court  Commercial Suit No.Ld-Vc-8 Of 2020 along with Interim Application Ld-Vc-8(Ia) Of 2020  Dated 08.04.2020	<ul style="list-style-type: none"> <li>The Hon'ble restrained ICICI defendants from further selling shares of MEP Infrastructure Developers Ltd. offered as collateral against a term loan by the Plaintiff pursuant to paragraph 5 of the RBI's Press Release dated 27th March 2020 allowing permitted to allow a moratorium of three months on payment of installments in respect of all term loans outstanding as on 1st March 2020 and the repayment schedule of subsequent due dates was permitted to be shifted by three months.</li> <li>The Hon'ble Court directed the parties to reschedule the payments under the term loan due to be paid by the Plaintiff to the Defendant No. 1.</li> <li>The Hon'ble Court further directed that in the event the Plaintiff fails to comply with the rescheduled installments, the injunction granted to the Plaintiff shall stand vacated 72 hours after any default and the Defendant No.1 will be entitled to enforce its security without further reference to court.</li> </ul>
10.	Transcon Skycity & Ors. vs ICICI Bank & Ors.	Bombay High Court Writ Petition LD-VC No. 28 of 2020  Dated 11.04.2020	<ul style="list-style-type: none"> <li>In the present case, the Petitioners had defaulted on two payments due on January 15, 2020 and February 15, 2020 and it was submitted before the Hon'ble Court that as per the relevant RBI circulars and notifications, if there was a default and the account was not regularised within 90 days of the date of default then the</li> </ul>

			<p>borrower's account was classified as an NPA. However, due to the present exigencies arising out of the COVID-19 lockdown, the RBI issued a circular and a press note dated 27<sup>th</sup> March 2020 stating that there would be a three-month moratorium in regard to the repayments and classifications as NPAs, starting March 1.</p> <ul style="list-style-type: none"> <li>• In light of the above circular and press note of RBI, the Hon'ble Court granted ad-interim relief to the Petitioners considering the interests of both sides and prima facie ordered that the period of lockdown will be excluded while calculating the 90-day period for declaration of an account as a non-performing asset.</li> <li>• The Hon'ble Court also clarified that <i>"To be abundantly clear about these provisions: this order is therefore not a backward extension of the moratorium to January 2020. It is predicated on, and only on, the current lockdown period which makes normal functioning impossible. The moratorium period of 1st March 2020 to 31st May 2020 does not per se give the Petitioners any additional benefits in regard to the prior defaults, i.e. those that occurred before 1st March 2020. Thus, the relief to the Petitioners is co-terminus with the lockdown period, not the declared end of the moratorium."</i></li> </ul>
11.	Indiabulls Commercial Credit Ltd. vs. SIDBI & Anr.	<p>Delhi High Court</p> <p>Writ Petition (C) 2955/2020</p> <p>Dated 09.04.2020</p>	<ul style="list-style-type: none"> <li>• The Respondent No. 1 had disbursed a sum of Rs. 575 crores to the Petitioner pursuant to a loan agreement for an amount not exceeding Rs 750 crores.</li> <li>• The loan instalment of Rs 31,94,79,453 for the month of March was duly paid by the Petitioner on March 9, 2020. Subsequently, the RBI issued a circular and a press note dated 27<sup>th</sup> March 2020 stating that there would be a three-month moratorium in regard to the repayments and classifications as NPAs, starting March 1.</li> <li>• The Petitioner in the present case had the grievance that in spite of the Circular issued by RBI, the Defendant No. 1 raised the demand towards the instalment payable in April and that the Defendant No. 1 denied the request of the Petitioner for grant of moratorium for a period of three months on the ground that it was informed that clarifications from RBI as to whether the circular was applicable to NBFCs was awaited. The Petitioner however paid the instalment due in April.</li> <li>• The Petitioner prayed before the Hon'ble Court that till a further clarification is issued by RBI, it should not be declared as a defaulter by the Respondent No. 1 for instalments due in the subsequent months.</li> <li>• In light of the above, the Hon'ble Court ordered that,</li> </ul>



			<p><i>"the Respondent No.1 will not raise any further demand on the Petitioner towards the due instalments against the Petitioner till it obtains a clarification from the Respondent No.2 (RBI). In case the Respondent No.1 receives a clarification from the Respondent No.2 that the circular dated 27.03.2020 is not applicable to the Petitioner and therefore makes a demand towards further instalments."</i></p>
12.	Shakuntala educational & Welfare Society vs. Punjab and Sind Bank	<p>Delhi High Court</p> <p>Writ Petition (C) No. 2959/2020</p> <p>Dated 13.04.2020</p>	<ul style="list-style-type: none"> <li>• The Petitioners moved the Hon'ble Court seeking a direction to the Respondent No. 1 to not declare its pending loan accounts as a Non-Performing Assets (NPA)</li> <li>• The Petitioner, a charitable society engaged in the business of technical and higher education, had availed six term loans from the Bank to set up the educational institutions.</li> <li>• The Petitioner submitted that in order to ease the financial crises being faced by borrowers, RBI vide circular dated 27<sup>th</sup> March, 2020 has provided a moratorium of three months in respect of all term loans as outstanding on March 1, 2020. It was further submitted that since the institutes are run by the Petitioners in the State of Uttar Pradesh and the State Government had issued a specific directive prohibiting it from coercing the students to pay the due fees, the Petitioners were not in a position to repay the installments as payable in March, 2020.</li> <li>• The Petitioner gave an assurance to the Hon'ble Court that it would pay the installments within a week from the date of withdrawal of the State Government's directive prohibiting the Petitioner from collecting fees from the students.</li> <li>• After hearing the submissions, the Hon'ble Court was of the opinion that a prima facie case had been made out for restraining the Bank from declaring the Petitioner's accounts as NPA, when the countrywide lockdown was still continuing.</li> <li>• The Hon'ble Court observed that <i>"Any classification of the petitioner's accounts as NPA would certainly amount to altering the position as existing on 01.03.2020 and, therefore, grave and irreparable loss will be caused to the petitioner, in case, its accounts are declared as NPA, only on account of its failure to pay the installments, which were admittedly payable on or before 31.03.2020."</i></li> <li>• In light of the Hon'ble Court restrained the Respondents from classifying the Petitioner No. 1 as NPA till the next date of hearing.</li> </ul>
13.	Integr8 Fuels India Pvt. Ltd. vs. Wilchief	<p>Bombay High Court</p> <p>Commercial Admiralty Suit (Lodging) No.10 Of 2020</p>	<ul style="list-style-type: none"> <li>• The Hon'ble Court in the present case allowed the release of an arrested offshore supply vessel on the basis that parties have amicably settled their dispute and the Plaintiff confirmed receipt of funds by way of RTGS as per the terms of the Consent Minutes entered into by the parties to the present Suit and directed the</li> </ul>

		Dated 03.04.2020	Sheriff of Bombay to act on the order and the settlement between the two parties in the consent minutes..
14.	Standard Retail Pvt. Ltd vs. G. S. Global Corp	Bombay High Court  Commercial Arbitration Petition No. 404 of 2020  Dated 08.04.2020	<ul style="list-style-type: none"> <li>• The Bombay High Court refused to grant 'Force Majeure' exemption to a set of steel importers, who had sought to restrain the encashment of their Letter of Credits by Korea-based exporters.</li> <li>• As per the terms of the contract between the parties, sellers having its head office at South Korea were to supply certain steel products, the shipments of which were to be dispatched from South Korea, to the Petitioners at Mumbai</li> <li>• The Petitioner approached the Hon'ble Court under section 9 of the Arbitration and Conciliation Act contending that due to the nationwide lockdown, it was impossible for the Petitioner to render the performance of the contract and relied upon section 56 of the Indian Contract Act, 1872 for the same.</li> <li>• The Hon'ble Court observed that the Letters of Credit were an independent transaction with the Respondent No. 3 i.e. the Bank and the Respondent No. 3 was not concerned with underlying disputes between the Petitioners and the sellers.</li> <li>• It was further observed that the Force Majeure clause in the present contracts was applicable only to the seller and could not come to the aid of the Petitioners who were the buyers.</li> </ul>
15.	Sarva Hara jan Andolan and Anr. vs. The State of Maharashtra & Ors.	Bombay High Court  Public Interest Litigation (ST) No. 5443 of 2020  Dated 15.04.2020	<ul style="list-style-type: none"> <li>• The Hon'ble Court directed the Maharashtra State Government to look into the issue of the inter-state migration of the workers and labourers after consulting with the Central Government and also suggested that if the workers and labourers are allowed to travel then in that case all the necessary precautions must taken by way of conducting necessary medical tests and examinations in order to prevent the spread of virus.</li> </ul>
16.	Brij Mohan Aggarwal vs. Rajnish Gupta & Anr.	Delhi High Court  I.A.....(to be numbered) in OMP 103/2019  Dated 08.04.2020	<ul style="list-style-type: none"> <li>• The Judgment Debtor filed the Interim Application seeking extension of time to vacate the suit property which was undertaken to be vacated by 10th April, 2020 during the period of lockdown as noted in the order dated 23rd January, 2020.</li> <li>• The Hon'ble Court after considering the prevailing conditions of lockdown whereby it would not be feasible for the Judgment Debtor to vacate the suit property and shift to another accommodation, the Hon'ble Court extended the date for vacation of the suit property.</li> </ul>
17.	Sopan Ramesh Lanjekar vs. State of Maharashtra	Bombay High Court	<ul style="list-style-type: none"> <li>• The Hon'ble Court whilst not entertaining the Bail Application filed by the Applicant on the ground of no urgency being established stated that it will not entertain an application for bail unless extremely urgent situation for entertaining regular bail application is pointed out.</li> </ul>

	Ganesh Ashok Pathare Pathade vs. State of Maharashtra	Cri. Bail Application No. 691 of 2020 and Cri. Bail Application No. 134 of 2020  Dated 03.04.2020	<ul style="list-style-type: none"> <li>The Hon'ble Court stated that mere fact of the accused undergoing either pre-trial or post-trial detentions does not warrant entertainment of the regular bail application on the occasion of Lockdown declared by the State of Maharashtra.</li> <li>The Hon'ble Court was of the opinion that in view of the lockdown, so far as Mumbai is concerned, it is reported that several areas are also sealed and even if a prisoner is released on bail, it may not be possible for him to reach to his destination without risking his life due to outbreak of COVID-19.</li> </ul>
18.	Choe Jae Won vs. The Principal Secretary to the Government (FAC) Government of Tamilnadu & Ors.  And  Choi Yong Suk vs. The Principal Secretary to the Government (FAC) Government of Tamilnadu & Ors.	Madras High Court  Writ Petition No. 7435 of 2020 and Writ Petition No. 7437 of 2020  Dated 09.04.2020	<ul style="list-style-type: none"> <li>The Hon'ble Court dismissed Writ Petitions filed by the Petitioners who have been in custody allegedly for not remitting GST collections amounting to Rs. 40 crores which they had collected from the customers to the Government and sought to release them from the Special Camp at Tiruchirapalli where they have been confined and be allowed to stay at their residence, due to the prevailing pandemic.</li> <li>The Petitioners asserted that the Authorities in camps did not take appropriate measure to sanitize the camp and the social distancing guidelines were not been followed amid the outbreak of the pandemic.</li> <li>The Hon'ble Court observed that allowing the present Writ Petition would open the floodgates of litigation from the other detainees and would thereby increase the threat of spreading the virus by shifting the detainees from one place to another.</li> <li>The Hon'ble Court whilst dismissing the Writ Petitions directed the learned Additional Chief Metropolitan Magistrate (Economic Offences-I), Egmore, Chennai to take up the case in C.C.No.1 of 2020 filed against the Petitioners which is pending for trial, after normalcy is restored post COVID-19 lockdown, and proceed with the same on a day-to-day basis, without adjourning it beyond ten working days at any point of time.</li> </ul>
19.	Shahrukh S/o Juharu Khan vs. State of Rajasthan	Rajasthan High Court  S.B. Criminal Miscellaneous Second Bail Application No. 17767/2019  Dated 31.03.2020	<ul style="list-style-type: none"> <li>The Hon'ble High Court directed the Registrar (Judicial) to refrain from listing bail applications and appeals for suspension of sentence as "extreme urgent matters" during the nationwide 21-day Coronavirus lockdown period.</li> <li>The Hon'ble Court ordered that,  <i>"Release of an accused or convict at the cost of breaching the order of lockdown and sending at the cost of risking lives of many cannot be considered to fall within the category of "extreme urgent matter." It is also relevant to note that Rajasthan High Court has Holi, Dashera, Diwali and Winter vacations ranging from few days to few weeks during which period also Bail applications and applications for suspension of sentence are not taken up by the Court."</i> </li> </ul>

20.	M/s. Halliburton Offshore Services Inc. vs. Vedanta Limited & Anr	Delhi High Court O.M.P. (I) (COMM) & I.A. 3697/2020 Dated 20.04.2020	<ul style="list-style-type: none"> <li>• The present Petition is preferred under Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as “the Act”), by the Petitioner praying for an injunction against Respondent No. 1, restraining it from invoking or encashing eight bank guarantees issued by the Respondent No. 2 (ICICI Bank) in favour of the Respondent No. 1 on account of contract executed between the parties for integrated development of certain blocks (Mangala, Bhagyam and Aishwarya) in Rajasthan.</li> <li>• The Petitioner contended that the contractual obligations have been substantially performed by it; however, due to the nationwide lockdown imposed in the wake of the pandemic COVID-19, there has been delay in execution of the same by the Petitioner. In light of the above, the Petitioner invoked the force majeure clause under the contract by writing a letter to the Respondent No. 1.</li> <li>• However, the Respondent No. 1 refused to invoke the force majeure clause and terminated the contract in order to get the balance activities completed through alternative resources at the risk and cost of the Petitioner.</li> <li>• It was the case of the Respondents before the Hon’ble Court that the only ground on which invocation of a bank guarantee could be stayed was in the circumstances of fraud which did not exist in the present case. It also alleged that the Petitioner is taking the undue advantage of the pandemic and trying to reap benefits from the same.</li> <li>• The Hon’ble Court whilst refusing the contentions and allegations made by the Respondents observed that the Courts are empowered to stay the encashment of the bank guarantee on the ground of “<b>special equities</b>” to prevent the irretrievable loss to the Petitioner.</li> <li>• The Hon’ble Court placed reliance Standard Chartered Bank Ltd v. Heavy Engineering Corporation Ltd<sup>1</sup> which carves out an exception to the settled position in law that the Courts should not interfere with the invocation or encashment of the bank guarantee so long as the invocation is in terms of the bank guarantee unless when there is a clear case of fraud, irretrievable injustice or special equities.</li> <li>• The Hon’ble Court was of the <i>prima facie</i> opinion that the nationwide lockdown was in the nature of <i>force majeure</i> and proceeded to injunct the Respondent from invoking the bank guarantees of the petitioner</li> <li>• The Hon’ble Court ordered that,</li> </ul>
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<sup>1</sup> 2019 SCC Online SC 1638

			<p><i>"Such a lockdown is unprecedented, and was incapable of having been predicted either by the respondent or by the petitioner. Mr. Sethi has submitted, categorically, that, till the date of clamping of the lockdown, on 22nd March, 2020, his client was in the process of proceeding with the project, and that, had the lockdown not be imposed, the project might have been completed by 31st March, 2020.</i></p> <p><i>Prima facie, in my view, special equities do exist, as would justify grant of the prayer, of the petitioner, to injunct the respondent from invoking the bank guarantees of the petitioner, forming subject matter of these proceedings, till the expiry of a period of one week from 3rd May, 2020, till which date the lockdown has been imposed."</i></p>
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- Please note this is not a legal opinion and the authors / law firm are not liable for any actions which the reader may take.

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