

SEBI AND CORPORATE LAWS

A Fortnightly on Securities Laws | Company Law | Insolvency Laws

HIGHLIGHTS

24 JUL 2026

- ▶ Where Society had borrowed funds from appellant finance company, executed promissory notes and MoU acknowledging liability, and cheque issued for repayment was dishonoured, in view of fact that material indicated respondent Nos. 1, 2 and 4, namely Vice-President, Treasurer and Manager of Society, were signatories to cheque, linking them to transaction so proceedings against them could not be quashed, but since no specific role was attributed to respondent No. 3 - Executive Member beyond general office bearer status, proceedings against him were rightly quashed (SC) **157**
- ▶ Where appellant, a promoter of RPL, executed bulk cash and futures transactions *via* agency agreements and SEBI alleged manipulation and fraud, evidence showed futures positions were valid hedges with no obligation to maintain a perfect 1:1 hedge, price movement in settlement window was not coercion, and appellant's substantial continuing shareholding made an artificial price decrease implausible, resulting in no liability for fraud or manipulation and disgorgement being set aside (SC) **173**
- ▶ Where applicant, acting as CFO and authorised signatory of Reliance entities, was alleged to have been involved in submission of forged bank guarantees to SECI, and material relied upon by ED, including statements and documentary evidence, did not enable satisfaction that applicant was not guilty of offence alleged, twin conditions under section 45 of PMLA, 2002 were not satisfied and regular bail was denied at this stage (Delhi) **300**
- ▶ Where respondent had invested in commercial space and paid full sale consideration, but claim was based on RERAA order passed during moratorium which created a new liability, such claim could not be maintained, however, Resolution Professional was required to verify if respondent made payment as claimed and include genuine underlying allottee/investor payments as liability after due verification (NCLAT- New Delhi) **278**
- ▶ Where plaintiff filed a civil suit challenging equitable mortgage and seeking partition, but property was mortgaged and auction proceeded under SARFAESI Act, objections were required to be raised before DRT/DRAT and, thus, impugned order passed by trial court rejecting plaint as barred by law suffered with no illegality or infirmity (Rajasthan) **147**
- ▶ Where statutory ouster under Companies Act severs director status from shareholding and bars civil court jurisdiction over corporate procedures such as removal of directors, a civil court neither acquires jurisdiction through unexecuted commercial agreements nor may grant injunctions against statutory corporate acts, and an investor with unperfected equity has adequate specialized remedy before NCLT, so *ad interim* civil court injunction was quashed (Calcutta) **249**

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CONTENTS

STATUTES

RULES/AMENDMENT RULES

- ◆ Insolvency and Bankruptcy Board of India (Inspection and Investigation)(Amendment) Regulations, 2026 - Amendment in regulations 2, 13 and 14 and omission of Form A - NOTIFICATION F. No. IBBI/2026-27/GN/REG145, DATED 1-6-2026 3
- ◆ Insolvency and Bankruptcy Board of India (Information Utilities) (Amendment) Regulations, 2026 - Amendment in regulations 2, 4, 5, 15, 20, 21, 21A and 27; omission of Schedule - NOTIFICATION NO. F. IBBI/2026-27/GN/REG146, DATED 1-6-2026 4
- ◆ Insolvency and Bankruptcy Board of India (Pre-Packaged Insolvency Resolution Process) (Third Amendment) Regulations, 2026 - Amendment in regulations 2, 7, 14, 15, 16, 17, 19, 20, 43, 49 and 51; Substitution of regulation 18; Omission of Schedule - NOTIFICATION F. No. IBBI/2026-27/GN/REG147, DATED 1-6-2026 6
- ◆ Insolvency and Bankruptcy Board of India (Voluntary Liquidation Process)(Second Amendment) Regulations, 2026 - Amendment in regulations 10, 12, 14, 16, 17, 18, 19, 29, 38 and 39; Amendment in Schedule II; Insertion of regulations 28A and 42; Omission of Schedule I - NOTIFICATION F. NO. IBBI/2026-27/GN/REG148, DATED 1-6-2026 9
- ◆ Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) (Amendment) Regulations, 2026 - Amendment in regulations 3, 4, 7, 11, 16 and 17B; Insertion of Regulations 6A and 11A; Omission of Forms A, B and C - NOTIFICATION F. No. IBBI/2026-27/GN/REG149, DATED 1-6-2026 12
- ◆ Insolvency and Bankruptcy Board of India (Bankruptcy Process for Personal Guarantors to Corporate Debtors) (Second Amendment) Regulations, 2026 - Amendment in regulations 2, 3, 10 and 26; Insertion of regulation 20A; Omission of Form A and Form B - NOTIFICATION F. No. IBBI/2026-27/GN/REG150, DATED 1-6-2026 15
- ◆ Insolvency and Bankruptcy Board of India (Liquidation Process) (Fourth Amendment) Regulations, 2026 - Amendment in Regulations 2, 2B, 5, 7, 9, 10, 12, 13, 14,

15, 16, 17, 18, 19, 20, 21A, 28, 31, 32, 33, 34, 35, 37, 37A, 38, 40, 41, 42, 44, 44A, 45, 45A and 46; Amendment in Schedule I; Insertion of Regulations 3A, 8A and 8B; Substitution of regulations 2A, 4, 8, 30 and 47; Omission of regulations 31A & 32B and Schedule II - NOTIFICATION F. No. IBBI/2026-27/GN/REG151, DATED 1-6-2026 16

- ◆ Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) (Third Amendment) Regulations, 2026 - Amendment in regulations 3, 3A, 4, 4A, 6, 7, 8, 8A, 9, 9A, 13, 16A, 34B, 36, 36A, 39 and 40A; Amendment in Schedule II; Insertion of Regulations 2E, 28A, 28B, 40E and 40F; Substitution of regulations 2B and 30A; Omission of Schedule I - NOTIFICATION F. No. IBBI/2026-27/GN/REG152, DATED 1-6-2026 29
- ◆ Insolvency and Bankruptcy Board of India (Grievance and Complaint Handling Procedure) (Amendment) Regulations, 2026 - Amendment in regulations 2 and 3 and Omission of Form A - NOTIFICATION NO. F. No. IBBI/2026-27/GN/REG144 DATED 1-6-2026 37
- ◆ Companies (Registered Valuers and Valuation) Amendment Rules, 2026 - Amendment in rule 12 - NOTIFICATION G.S.R. 432(E) [F. NO.1/27/2013-CL-V(PART)], DATED 1-6-2026 38
- ◆ Foreign Exchange Management (Cross Border Merger) (Amendment) Regulations, 2026 - Amendment in regulations 2, 4, 5, 7 and 9 - NOTIFICATION NO. FEMA 389(1)/2026-RB, DATED 29-5-2026 39
- ◆ Foreign Exchange Management (Export of Goods and Services) (First Amendment) Regulations, 2026 - Amendment in regulation 9 - NOTIFICATION F. NO. FEMA 23(R)/(8)/2026-RB, DATED 5-6-2026 40
- ◆ Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) (Fourth Amendment) Regulations, 2026 - Amendment in regulations 16 and 39; Insertion of regulation 16E; Substitution of regulation 31B - NOTIFICATION F. NO. IBBI/2026-27/GN/REG153, DATED 8-6-2026 40
- ◆ Foreign Exchange Management (Non-Debt Instruments) (Third Amendment) Rules, 2026 - Amendment in rules 9, 12 and 13; Amendment in Schedules II and III - NOTIFICATION S.O. 3030(E) [F. NO. 1/11/2025-EM], DATED 16-6-2026 43

REPORTS : TABLE OF CASES

- ◆ Ashok Kumar Pal v. Directorate of Enforcement (Delhi) 300
- ◆ Mansi Finance (Chennai) Ltd. v. M. Lalitha (SC) 157
- ◆ Merico Tea Estates Ltd. v. Mukesh Kumar Agarwal (Cal.) 249
- ◆ Reliance Industries Ltd. v. SEBI (SC) 173
- ◆ Vandana Garg (Ms.) v. Mysore Petro Chemicals Ltd. (NCLAT - New Delhi) 278
- ◆ Vijayanand Srinivasan v. Punjab National Bank (Mad.) 287
- ◆ Yogendra Singh v. Baid Finserv Ltd. (Raj.) 147

SUBJECT INDEX : CASES REPORTED

COMPANIES ACT, 2013

■ Tribunal and Appellate Tribunal

CIVIL COURT NOT TO HAVE JURISDICTION

- Where statutory ouster under Companies Act severs director status from shareholding and bars civil court jurisdiction over corporate procedures such as removal of directors, a civil court neither acquires jurisdiction through unexecuted commercial agreements nor may grant injunctions against statutory corporate acts, and an investor with unperfected equity has adequate specialized remedy before NCLT, so ad-interim civil court injunction was quashed - *Merico Tea Estates Ltd. v. Mukesh Kumar Agarwal* (Cal.) 249

COMPANIES ACT, 2013

- Section 430 249

INSOLVENCY AND BANKRUPTCY CODE, 2016**■ Corporate insolvency resolution process****MORATORIUM**

- Where respondent had invested in commercial space and paid full sale consideration, but claim was based on RERAA order passed during moratorium which created a new liability, such claim could not be maintained, however, Resolution Professional was required to verify if respondent made payment as claimed and include genuine underlying allottee/investor payments as liability after due verification - *Ms. Vandana Garg v. Mysore Petro Chemicals Ltd.* (NCLAT - New Delhi) 278

INSOLVENCY AND BANKRUPTCY CODE, 2016

- Section 14 278

NEGOTIABLE INSTRUMENTS ACT, 1881**■ Dishonour of cheque for insufficiency, etc., of funds in the account**

- Where Society had borrowed funds from appellant finance company, executed promissory notes and MoU acknowledging liability, and cheque issued for repayment was dishonoured, in view of fact that material indicated respondent Nos. 1, 2 and 4, namely Vice-President, Treasurer and Manager of Society, were signatories to cheque, linking them to transaction so proceedings against them could not be quashed, but since no specific role was attributed to respondent No. 3-Executive Member beyond general office bearer status, proceedings against him were rightly quashed - *Mansi Finance (Chennai) Ltd. v. M. Lalitha (SC)* 157

NEGOTIABLE INSTRUMENTS ACT, 1881

- Section 138 157

PREVENTION OF MONEY LAUNDERING ACT, 2002**■ Offences to be cognizable and non-bailable**

- Where applicant, acting as CFO and authorised signatory of Reliance entities, was alleged to have been involved in submission of forged bank guarantees to SECI, and material relied upon by ED, including statements and documentary evidence, did not enable satisfaction that applicant was not guilty of offence alleged, twin conditions under Section 45 were not satisfied and regular bail was denied at this stage - *Ashok Kumar Pal v. Directorate of Enforcement (Delhi)* 300

PREVENTION OF MONEY LAUNDERING ACT, 2002

- Section 45 301

SECURITIES AND EXCHANGE BOARD OF INDIA ACT, 1992**■ Prohibition of manipulative and deceptive devices, insider trading and substantial acquisition of securities or control**

- Where appellant, a promoter of RPL, executed bulk cash and futures transactions via agency agreements and SEBI alleged manipulation and fraud, evidence showed futures positions were valid hedges with no obligation to maintain a perfect 1:1 hedge, price movement in settlement window was not coercion, and appellant's substantial continuing shareholding made an artificial price decrease implausible, resulting in no liability for fraud or manipulation and disgorgement being set aside - *Reliance Industries Ltd. v. SEBI (SC)* 173

SECURITIES AND EXCHANGE BOARD OF INDIA ACT, 1992

- Section 12A 174

SECURITIES CONTRACTS (REGULATION) ACT, 1956

■ Contracts in derivative**LEGAL RECOGNITION OF**

- Where appellant withheld information about agreements with multiple entities to take positions in RPL futures far exceeding prescribed limits, and as 2001 SEBI Circular only required disclosure and penalized non-disclosure of position limits without voiding contracts, appellant breached disclosure requirements and was liable to penalty under the Circular, with open interest calculated across all derivatives regardless of series length - *Reliance Industries Ltd. v. SEBI (SC)* 173

SECURITIES CONTRACTS (REGULATION) ACT, 1956

- Section 18A 173

SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002

■ Chief Metropolitan Magistrate or District Magistrate to assist secured creditor in taking possession of secured asset

- Where despite respondent bank having received full sale consideration and issuing a sale certificate in favour of petitioner - a successful auction purchaser of secured assets sold by bank, possession of property had not been delivered to petitioner and for months bank's section 14 application before Chief Judicial Magistrate to secure possession had not been assigned case number, thus, Chief Judicial Magistrate was directed to take up application filed by bank under Section 14 within a period of 30 days and to decide and dispose of same in accordance with provisions of Section 14 - *Vijayanand Srinivasan v. Punjab National Bank (Mad.)* 287

■ Civil Court not to have jurisdiction

- Where plaintiff filed a civil suit challenging equitable mortgage and seeking partition, but property was mortgaged and auction proceeded under SARFAESI Act, objections were required to be raised before DRT/DRAT and, thus, impugned order passed by trial court rejecting plaint as barred by law suffered with no illegality or infirmity - *Yogendra Singh v. Baid Finserv Ltd. (Raj.)* 147

SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002

- Section 14 288
- Section 34 147

MAGAZINE

- ◆ Workplace safety reimagined: Key highlights of Occupational Safety, Health and Working Conditions (Central) Rules, 2026//CS Isha Bathla and Hargun Kaur Kharbanda 29