



CNR: KAHC010124662022

NC: 2026:KHC:46352
CRL.P No. 2651 of 2022

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 27TH DAY OF AUGUST, 2026

BEFORE

THE HON'BLE MR. JUSTICE RAVI V HOSMANI

CRIMINAL PETITION NO. 2651 OF 2022

BETWEEN:

MR. VINOD KAPUR
S/O LATE MR. BAL KRISHAN KAPUR
AGED ABOUT 75 YEARS
RESIDING AT NO.32,
SHALIMAR APARTMENTS
42B, SHAKESHPEARE SARANI
P.O. CIRCUS AVENUE
P.S. SHAKESHPEARE SARANI
KOLKATA - 700 017.

...PETITIONER

(BY SRI. ROSA PARAMEL, ADVOCATE)

AND:

1. THE STATE OF KARNATAKA
REP. BY STATE PUBLIC PROSECUTOR
HIGH COURT BUILDING,
BENGALURU - 560 001
(THROUGH CHANDRA LAYOUT
POLICE STATION
BENGALURU)
2. MR. ASHOK KUMAR KAPUR
S/O LATE MR. BAL KRISHAN KAPUR
AGED ABOUT 80 YEARS
RESIDING AT NO.5, MAJOR GENERAL
A.D. LOGANADAN ROAD

Digitally signed
by ANUSHA V
Location: High
Court of
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FLAT NO.14,
1ST FLOOR
BENGALURU - 560 052.

3. MR. DHRITI KAPUR
S/O LATE MR. BAL KRISHAN KAPUR
AGED ABOUT 70 YEARS
RESIDING AT FLAT NO.1071
HIGH POINT APARTMENT
FLAT NO.45, PALACE ROAD,
BENGALURU - 560 001.

...RESPONDENTS

(BY SRI. SURYA MUKUNDARAJ L, ADDL. SPP FOR R1;
SMT. RAMYA B.T, ADVOCATE FOR R2;
SRI. SYED SHABAZ, ADVOCATE FOR
SRI. MANIK B. T, ADVOCATE FOR R3)

THIS CRL.P IS FILED UNDER SECTION 482 OF CR.P.C
PRAYING TO QUASH FIR BEARING CR.NO.05/2022
REGISTERED BY CHANDRA LAYOUT POLICE STATION,
PURSUANT TO ORDER DATED 23.12.2021 IN P.C.R.
NO.22095/2021 FOR THE OFFENCE PUNISHABLE UNDER
SECTIONS 420, 193, 463, 465, 467 AND 468 OF IPC, PENDING
BEFORE THE VIII ADDL.C.M.M., BENGALURU REGISTERED (AT
ANNEXURES-A AND B) AND ALL PROCEEDINGS PURSUANT
THERETO, AND GRANT SUCH OTHER AND FURTHER RELIEFS
AS IT MAY DEEM FIT, IN THE INTERESTS OF JUSTICE.

THIS PETITION, COMING ON FOR *ADMISSION*, THIS DAY,
ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE RAVI V HOSMANI



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ORAL ORDER

Challenging registration of FIR in Crime no.5/2022 by Chandra Layout Police Station in pursuance of order dated 23.12.2021 passed by VIII ACMM, Bengaluru, in PCR no.22095/2021, for offences punishable under Sections 420, 193, 463, 465, 467 and 468 of Indian Penal Code, 1860 (**IPC**), this petition is filed.

2. Smt.Rosa Paramel, learned counsel for petitioner as well as Sri Syed Shabaz, learned counsel appearing for Sri Manik BT, advocate for respondent no.3 as well as Smt. Ramya BT, learned counsel for respondent no.2 submit that during pendency of above petition, there was settlement between parties and same was reported before National Company Law Tribunal, Bengaluru Bench, in Company Petition no.43/BB/2021 and submit that there were various disputes apart from present petition and in above mentioned Company Petition compromise was reported by filing a memorandum of settlement on 06.02.2026, wherein at para 1.10, respondents - complainants herein agreed for co-operation for quashing of present proceedings as well. It was submitted that by order dated



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21.04.2026 Company Petition came to be disposed of as settled by taking note of terms of settlement.

3. Learned counsel submitted that petitioner as well as complainants no.1 and 2 are present and are identified. On interaction, parties state that they have settled dispute and consent for quashing of proceedings voluntarily without any threat or inducement from any party. A copy of memorandum of settlement filed in Company Petition is appended to memo filed herein.

4. Sri Surya Mukundaraj L, learned Additional SPP for respondent- State though submitted that offence under Section 420 of IPC was compoundable whereas offences under Sections 193, 463, 465, 467 and 468 are non-compoundable, in view of settlement between parties appropriate orders may be passed.

5. Heard learned counsel and perused material on record.

6. A perusal of complaint averments would indicate that entire dispute revolves around a Will dated 09.09.2005 executed by father of petitioner and respondents. Petitioners



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and complainants being siblings, dispute is purely inter parte. Though allegations of forgery, etc., were made, parties have agreed to bury hatchet and put a quietus to litigation between brothers and sister. Terms of settlement are as follows:

NOW THIS SETTLEMENT DEED WITNESSETH AND IT IS
HEREBY MUTUALLY AGREED BY ALL PARTIES AS
FOLLOWS:

1. DEED OF SETTLEMENT

1.1. Full and Final Settlement: ALL PARTIES hereby agree to fully and finally settle all and every dispute between themselves in the manner set forth in this Settlement Deed;

1.2. The first respondent company hereby agrees to buyback all the shares of the Petitioner for a total consideration of INR 1,74,99,982.50 (Indian Twenty Three Thousand Three Hundred Thirty Three and Thirty One paise) i.e., Rs. 23333.31per share; in accordance with the provisions of Sections 68, 69, and 70 of the Companies Act, 2013 which the petitioner hereby agrees. The petitioner shall surrender the demat shares to the companies demat account, there upon the shares stand extinguished.

1.3 The first respondent company undertakes to make a Demand Draft for INR 1,74,99,982.50 (Indian One Crore Seventy Four Lakhs Ninety Nine Thousand Nine Hundred Eighty Two and Paisa Fifty) in favour of the Petitioner.

1.4 A photocopy of the Demand Draft will be handed over to the Petitioner before this Hon'ble Tribunal to his advocate/ representative/ in person on the petitioner submitting his resignation letter, along with signed consent form and share transfer forms to the 1st respondent.



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1.5 On completion of the share transfer, the original DD will be handed over to the Petitioner before this Hon'ble Tribunal to his advocate/representative/in person

1.6 The Petitioner herein withdraws all the allegations made against the respondents 1 to 3 herein.

1.7 The Petitioner hereby ceases to be a director of the First Respondent. company and ceases to be shareholder too.

1.8 The 4th respondent Mr. Ashok Kapur was not originally arrayed as a Respondent No. 4, has been impleaded herein for a comprehensive settlement as a binding factor

1.9 The 2nd and 4th Respondent hereby withdraw all the allegation made against the Petitioner in PCR No. 22095/2021 and crime No. 005/2022 and also withdraw the GA NO. 1,3 and 4 in PLA No. 171 pending on the files of the Kolkata High Court.

1.10 Further the respondents 2 and 4 agree to cooperate with the Petitioner to quash the complaint in Crl. Pet. No. 2651/2022, filed by the petitioner before the Hon'ble High Court of Karnataka at Bengaluru.

1.11. The parties have exchanged the respective memo of withdrawals of the respective complaints/applications and petitions as the case may be.

1.12. The parties undertake to withdraw the said complaints applications by duly filing the same before the respective courts within 30 days from receipt of the order of this Hon'ble tribunal along with the copy of the order and the settlement agreement.

1.13. All the parties mutually withdraw all the allegations against each other.

1.14. All the parties to bear the respective costs with respect to the legal proceedings.



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1.15. The petitioner hereby permits the 2nd Respondent to use the brand name WINCCO which has been in use right from the inception of the company.

1.16. The Petitioner shall sign the Depository Participant (DP) Slip and all other forms, documents, and declarations as required by SCSI for effecting the buyback of shares, the Company shall make all necessary filings and submissions before the Registrar of Companies (ROC) to record the completion of the share buyback process & acquire necessary approvals from the ROC within a period not exceeding sixty (60) days from the date of execution of this Settlement Deed;

1.17. THAT, upon completion of the filings and formalities under Clause 1.2, the shareholding of the Petitioner in the Company shall stand fully extinguished, and the Petitioner shall cease to have any rights, title, or interest in respect of the said shares or in the affairs of the Company.

2. TRADEMARK USAGE RIGHTS AND RESTRICTIONS

2.1 THAT, the Petitioner, being and remaining at all times the sole legal and beneficial owner of the registered trademark "WINCO" hereby permits the Company to continue using the Trademark without the requirement of any license agreement or royalty payment, subject to the following terms and conditions;

2.1.1 THAT, the Trademark shall be used exclusively in connection with the manufacture, sale, and distribution of Bearing Housings, including but not limited to Plummer Blocks, Pillow Blocks, Flanged Units, Take-up Units, and other related bearing housing products;

2.1.2 THAT, the Company shall not use any name, mark, logo, or device that is similar to the Trademark with the intent to mislead or deceive customers or the public;

2.1.3 THAT, the continued use of the Trademark by the Company shall be contingent upon Mr. Dhriti Kapur (Second Respondent), or his immediate family



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members, namely Mrs. Rita Kapur (spouse) and/or Mr. Shumit Kapur (son), individually or collectively, holding a majority shareholder (above 51%) and with at least one of them serving as a director of the Company,

2.1.4 THAT, the Company and First Party shall have no authority to assign, license, or transfer the rights to use the Trademark to any parties;

2.1.5 THAT, the Company and First Party undertake to maintain the reputation and integrity of the Trademark and shall refrain from any act or omission that could bring the Trademark into disrepute or negatively affect its goodwill;

2.1.6 THAT, the legal right to use the Trademark shall automatically terminate in the event the *Company* is sold, transferred, or otherwise disposed of to any parties;

2.2 THAT, in the event the Second Respondent and/or any other shareholders of *the Company* fail, at any time in the future, to comply with any of the provisions contained above, the Third Party, or his legal heirs, shall have the right to forthwith terminate the Company's right to use the Trademark and to initiate legal proceedings including seeking injunctive relief, damages, and any other remedies available under applicable law, against the *First Party* and/or his legal heirs;

2.3 THAT, the Petitioner undertakes to:

2.3.1 Maintain the registration and validity of the Trademark in good standing, including timely renewals and defences against Petitioner challenges, to ensure the *Company's* uninterrupted use;

3. ENTIRE AGREEMENT

3.1 This *Settlement Deed* constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, representations, negotiations, or agreements, whether written or oral;



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3.2 No amendment, modification, or waiver of any provision of this Settlement *Deed* shall be valid unless made in writing and signed by all *Parties*.

3.3 THAT, in the event any Party fails to act within the timelines specified herein, the aggrieved Party shall be entitled to seek appropriate relief including, but not limited to, specific performance i.e., damages, or such other remedies as may be available under applicable law.

4. BINDING ORDER, GOVERNING LAW AND JURISDICTION

4.1 This settlement Agreement is filed before this Hon'ble Tribunal and shall be binding on all the parties

4.2 The parties pray this Hon'ble Tribunal be please to dispose the above petition, only after completion of all the legal/corporate formalities stated in this agreement.

4.3 This *Settlement Deed* shall be governed by and construed in accordance with the laws of India and is enforceable as a decree under Section 73 of the Arbitration and Conciliation Act 1996.

4.4 Any dispute arising out of or in connection with this *Settlement Deed* shall be subject to the exclusive jurisdiction of the competent courts at Bengaluru, India;

7. In view of above, though offences under Sections 193, 463, 465, 467 and 468 of IPC are non-compoundable, in order to put a quietus to litigation between siblings and in view of settlement, continuation of proceedings would be futile and possibility of conviction would be bleak, it is found appropriate to grant permission to secure ends of justice. Accordingly,



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petition is ***allowed***, proceedings in Crime no.5/2022 registered by Chandra Layout Police Station in pursuance of order dated 23.12.2021 passed by VIII ACMM, Bengaluru, in PCR no.22095/2021, for offences punishable under Sections 420, 193, 463, 465, 467 and 468 of IPC are set at naught.

Sd/-
(RAVI V HOSMANI)
JUDGE

YKL
List No.: 1 Sl No.: 28