

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

WRIT PETITION NO. 4678 of 2018

Ridge Innovations Private Limited and ors.Petitioners
versus
Stressed Assets Stabilization Fund and anr.Respondents

Mr. Mukul Taly along with Mr. Raj Rampal, Mr. Aziz Shaikh and
Mr.Vithoba Masurkar i/b.S. Mahomedbhai and Co., advocates for the
petitioners.
Mr. G. N. Pandit, advocate for respondent No.1.
Mrs. Aruna S. Pai, APP for the State.

**CORAM : RANJIT MORE &
N. J. JAMADAR, JJ.**

DATE : 30th SEPTEMBER, 2019.

P. C. :

1. The parties to the petition settled their dispute amicably and have filed consent terms dated 26th September, 2019. The consent terms are signed by Mr. Rajan Datar, petitioner No.2 on behalf of himself and petitioner No.1 and Mrs. Sneha Abhyankar on behalf of respondent No.1 along with their respective counsels. The consent terms reads as follows :

4. *On reconciliation of accounts between the parties it is hereby agreed and declared between the parties that :*

(a) the Petitioner No.2 as the personal guarantor to the claim mentioned in para-1 above is herewith making an upfront full and final payment of Rs.17,78,38,143/- by way of Demand Draft No.017378 dated 26.9.2019 drawn on HDFC Bank Ltd. payable at Mumbai in favour of the Respondent. The Respondent hereby acknowledges receipt of the said payment.

(b) In consideration of the payment mentioned in Clause 4(a) of these Consent Terms, all the accounts/claims of the Respondent against the erstwhile Datar Switchgear Limited, DSL Enterprises Pvt.Ltd. (now Ridge Innovations Private Limited) or

against any of the Directors or Officers of the said Datar Switchgear Limited, DSL Enterprises Pvt. Ltd. (now Ridge Innovations Private Limited) stand fully squared up and finally adjusted leaving 'NIL' balances singly and cumulatively in each of them.

- (c) In consideration of the payment mentioned in Clause 4(a) of these Consent Terms the Respondent SASF will issue in favor of Ridge Innovations Private Limited;
- (i) Two separate Statements of Accounts as maintained by the Respondent in respect of each of the two accounts mentioned in Clause 1 of these Consent Terms with 'NIL' closing balances duly certified under the Bankers' Books of Evidence Act by an officer authorised in that behalf by the Board of Trustees of the Respondent;
- (ii) 'No Dues Certificate' certifying inter alia that no amounts are due or owing by the erstwhile Datar Switchgear Limited, DSL Enterprises Private Limited (now Ridge Innovations Private Limited) or any of the Directors or officers of the erstwhile Datar Switchgear Limited, DSL Enterprises Private Limited (now Ridge Innovations Private Limited) to the Respondent in each of the two accounts mentioned in Clause 1 of these Consent Terms.

5. In order to bring about an amicable settlement of the claims of the Petitioners against the Respondent and the Respondent against the Petitioners, the parties agree, confirm and declare that the Petitioner No.2 has made payment by way of Demand Draft of Rs.17,78,38,143/- dated 26.9.2019 drawn on HDFC Bank Ltd. payable at Mumbai towards full and final payment of the fully reconciled and settled claims of the Respondent against the erstwhile Datar Switchgear Limited and/or DSL Enterprises Private Limited (now Ridge Innovations Private Limited) and/or the Petitioner herein and/or Directors/Officers of the erstwhile Datar Switchgear Limited and/or DSL Enterprises Private Limited (now Ridge Innovations Private Limited) as set out at Clause 1 and 2 hereinabove. The said amount has been worked out as under:

Particulars	Amount (Rs.In Lacs)	Remarks
Demand amount as on 01.01.2018 as per the letter of SASF 242/SASF/DSLEPL dated June 20, 2018.	1561.61	
Simple Interest @ 8% as per BIFR Scheme from 01.01.2018 till 26.09.2019	216.77	
Total Dues	1778.38	

6. In view of the payment hereby made by the Petitioner No.2 (in the capacity of personal guarantor) to the Respondent of the said sum of Rs.17,78,38,143/-, the parties have further agreed as under:

- (a) Special Civil Suit No.839 of 2011 filed by DSL Enterprises Private Limited (now Ridge Innovations Private Limited) and pending before the Hon'ble Civil Judge, Senior Division, Nasik, stands dismissed as withdrawn as against the present Respondent i.e. Stressed Assets Stabilization Fund.
- (b) Original Application No.754 of 2001 (now renumbered as Transfer Original Application No.1684 of 2016) filed by erstwhile IDBI and being prosecuted by the Respondent before the Hon'ble Debt Recovery Tribunal-I, Mumbai stands dismissed as withdrawn;
- (c) Company Application/Petition No.3147 of 2018 filed by the Respondent before the Hon'ble National Company Law Tribunal, Mumbai stands dismissed as withdrawn;
- (d) Criminal Writ Petition No.2906 of 2019 filed by the Petitioner Nos.3 and 4 before this Hon'ble Court stands dismissed as withdrawn;
- (e) Letter dated March 5, 2019 addressed by Respondent to HDFC Bank, Nasik, to mark lien on fixed deposits of Petitioners is hereby quashed and does not survive;
- (f) The Demand letters dated June 20,2018 No.242 SASF/DSLEPL, dated August 4, 2018 No.376 SASF/DSLEPL, dated March 5,2019 No.1257 SASF/DSLEPL, dated March 18, 2019 No.1376 SASF/DSLEPL issued by the Respondent stand fully satisfied by full and final payment without any outstanding due thereupon;
- (g) The Show Cause Notice dated September 19, 2018 No.475 SASF/DSLEPL, October 12, 2018 No.632 SASF/DSLEPL issued by Respondent are hereby declared null and void ab initio and are hereby quashed and do not survive;
- (h) Letter dated March 12, 2019 No. SASF/DSLEPL/2018-19/1336 from the Respondent conveying that the petitioners are declared as 'Wilful Defaulters' is declared null and void ab initio and do hereby stand quashed;
- (i) Criminal MA No.451 of 2019 before the Hon'ble Chief Judicial Magistrate, Nasik filed by Petitioner Company stands dismissed as withdrawn;
- (j) Show Cause Notices dated March 12, 2019 No.RIPL/008/2019, dated March 15, 2019 No.RIPL/013/2019 issued by the Petitioner are withdrawn;
- (k) All the show cause notices, proceedings and orders of all the Committee/s formulated by the Respondent under the Reserve Bank of India circulars on 'Wilful Defaulters' pertaining to erstwhile Datar Switchgear Limited and/or DSL Enterprises Private Limited (now Ridge Innovations Private Limited) and/or the Petitioner herein and/or Directors/Officers of the erstwhile Datar Switchgear Limited and/or DSL

Enterprises Private Limited (now Ridge Innovations Private Limited) are declared void ab initio and the same are hereby quashed and do not survive.

- (l) Any other proceedings before any Court/Tribunal/Authority /Committee not disclosed by the Respondent in regard to any claims against erstwhile Datar Switchgear Limited and/or DSL Enterprises Private Limited (now Ridge Innovations Private Limited) and/or the Petitioner herein and/or Directors/Officers of the erstwhile Datar Switchgear Limited and/or DSL Enterprises Private Limited (now Ridge Innovations Private Limited), hereby stand dismissed as withdrawn.*
- (m) Any proceeding before any Court/Tribunal/Authority/ Committee not disclosed by the Petitioner and/or erstwhile Datar Switchgear Limited and/or DSL Enterprises Private Limited (now Ridge Innovations Private Limited) herein in regard to any claims against the Respondent and/or its Directors/Officers hereby stand dismissed as withdrawn.*
- (n) Parties hereby declare that they will not adopt any new proceedings of whatsoever nature against each other in regard to any claims of the Respondent whether disclosed herein or otherwise against the erstwhile Datar Switchgear Limited and/or DSL Enterprises Private Limited (now Ridge Innovations Private Limited) and/or the Petitioner herein and/or Directors/Officers of the erstwhile Datar Switchgear Limited and/or DSL Enterprises Private Limited (now Ridge Innovations Private Limited).*
- (o) Parties hereby declare that they will not adopt any new proceedings of whatsoever nature against each other in regard to any claims of the erstwhile Datar Switchgear Limited and/or DSL Enterprises Private Limited (now Ridge Innovations Private Limited) and/or the Petitioner herein and/or Directors/Officers of the said Companies against the Respondent and its Directors/officials whether disclosed herein or otherwise.*
- (p) All security documents including Loan Agreements, Promissory Notes, Mortgage Documents which could form the basis of any claims already made or likely to be made against the Petitioners are hereby quashed and declared null and void and shall be cancelled and/or caused to be cancelled and the title documents, if any, shall be duly delivered as such to the Petitioners within 7 working days of the date of these Consent Terms;*
- (q) The Respondent irrevocably declares that all claims against the Petitioners under the BIFR Scheme dated December 5, 2006 in Case No.260 of 2001, Re Datar Switchgear Limited are fully satisfied and that there are no outstanding dues against the Petitioners in that regard;*
- (r) The Respondent further declares that any claim, interest, penal interest, liquidated damages, over and above sum of Rs.17,78,38,143/- are irrevocably and absolutely*

waived without any right of recompense;

- (s) The personal guarantees of any of the Petitioners held by the Respondent are irrevocably discharged and declared null and void;*
- (t) All charges, liens, mortgage interests of the Respondent if any, on any property of the Petitioner are hereby irrevocably and absolutely vacated;*
- (u) In all or any of the aforesaid proceedings, there shall be no order as to costs;"*

2. A certificate dated 26th September, 2019, of the Chief General Manager of respondent No.1 is annexed to the consent terms. Under the said certificate, Ms.Sneha Abhyankar working as Deputy General Manager of respondent No.1 is authorized to sign and execute the consent terms. The extract of board resolution of the meeting of the Board of Directors of petitioner No.1 held on 25th September, 2019, is also annexed to the consent terms. Under the said resolution, Mr. Nilesh Khot, Senior Manager (Operations), is authorized to appear before this Court for necessary action.

3. On behalf of the petitioner-company, Mr. Nilesh Khot is present before the Court and on behalf of respondent No.1-Ms.Sneha Abhyankar is present before the Court. On specific query, they stated that they have gone through the contents of the above consent terms and have fully understood the same. They also stated that they have been authorized by their respective companies to execute the consent terms and take necessary action in the above petition. They further stated that they have no objection if the petition is disposed of in terms of the consent terms.

4. In the above circumstances, the consent terms are taken on record and marked "X" for identification. The declaration made in clause No.(n) and (o) of paragraph 6 of the consent terms is construed as undertaking and same is accepted. The signature of Mr.Rajan Datar is identified by learned counsel for the petitioner. The writ petition is, accordingly, disposed of in terms of the consent terms.

5. In view of disposal of the writ petition, criminal application No.168 of 2019 will not survive for consideration and the same is also disposed of.

[N. J. JAMADAR, J.]

[RANJIT MORE, J.]