

\$~46

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(CRL) 1166/2018**

ADRASH RAJENDRA SOMANI & ORS.

..... Petitioners

Through: Mr Siddharth Aggarwal, Mr
Debopriyo Moulik and Mr Krishna
Datta Multani, Advocates.

versus

STATE (GOVT. OF NCT OF DELHI) & ORS.

..... Respondents

Through: Mr Shiv Chopra, Mr Hemant Shah,
Ms Smriti Ravi Chandran and Mr
Mayank Mishra, Advocates for R-2.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **21.11.2019**

1. The petitioner has filed the present petition, *inter alia*, praying that FIR bearing no. 262/2017, under Sections 420/120B of the Indian Penal Code, 1860 (IPC), registered with PS Okhla Industrial Area (now, EOW Mandir Marg) and all proceedings emanating therefrom, be quashed.
2. The said FIR was registered at the instance of respondent no.2 – Intex Technologies (India) Limited (hereafter 'Intex'). The petitioners are directors of a public company namely, Kopran Lifestyle Limited (hereafter 'Kopran'), which is a part of a group of companies engaged in pharmaceutical and lifestyle products.
3. The allegations in the present case arises out of a Service Agreement dated 25.03.2016 entered into between Intex and Padmini Group India Limited (hereafter 'PGIL'). PGIL is stated to be a company incorporated under the Companies Act, 1956. At the material time, Intex owned and

operated a team (Gujarat Lions) in a T20 Cricket League (the Indian Premier League) conducted by the Board of Control for Cricket in India. In terms of the said Service Agreement, Intex agreed to provide certain services of brand promotion to PGIL for a consideration of ₹4,75,00,000/-. Intex alleges that the said agreement was entered into on a fraudulent misrepresentation held out by one Mr Santosh Mani. Intex has alleged that the petitioners and Kopran, acting through Mr Santosh Mani had approached Intex somewhere in March, 2016 for promotion the one of the brands owned by Kopran. Intex alleges that it entered into the said Service Agreement on the belief that it was doing so with one of the companies belonging to the same group of companies as Kopran.

4. The petitioners state that Kopran had also engaged the services of another entity (represented by Mr Santosh Mani) on a principal to principal basis for the advertisement of its brand (Sparkle Deo) and paid a sum of ₹10,00,000/- for placing the said brand on the jerseys worn by players of Gujarat Lions for three matches.

5. Although the FIR in question makes allegations of an elaborate conspiracy against the petitioners and Kopran, there does not appear to be any material to support the same; apart from the fact that Intex had placed the logo of Sparkle Deo on the jersey of the players of Gujarat Lions for two matches. It is a conceded position that Intex had no direct contact or communication with either Kopran or any of its directors. Although it is alleged that Mr Santosh Mani had represented himself as an Authorised Representative of Kopran, the fact is that Intex entered into an agreement with PGIL with one Mr Shetty acting as its Authorised Representative.

6. As noticed above, it is not disputed by Intex that it had no direct

interaction with the petitioners or Kopran. It does appear from the facts as obtaining in the present case that the allegations are, essentially, against one Mr Santosh Mani, as it is stated that PGIL has defaulted in meeting its payment obligation to Intex.

7. The petitioners also allege that their names have been included as accused, only to abuse the process of the Court to extort a settlement with the petitioner considering that Intex has not received its consideration from PGIL. However, since Intex had placed the logo of 'Sparkle Deo', it now seeks to also rope in the petitioners and Kopran as co-accused by alleging a conspiracy.

8. It does appear to this Court that there is no material to suggest any culpable involvement of Kopran Lifestyle Ltd. or its directors in the alleged case. Nonetheless, since Intex alleges that the petitioners and Kopran are a part of a conspiracy, this Court is not inclined to quash the FIR in question, at this stage. However, it is directed that if it is found that such allegations are wanton and completely substantiated, the concerned authorities shall also investigate the petitioners' complaint that they have been arrayed as accused, without any basis and with a view to extort a settlement; necessary action against Intex would be instituted. All rights and remedies available to the petitioner in this regard are reserved.

9. The petition is disposed of with the aforesaid observations.

NOVEMBER 21, 2019/RK

VIBHU BAKHRU, J