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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **BAIL APPLN. 1107/2018 & CRL.M.(BAIL) 790/2018**
(interim bail)

ADARSH RAJENDRA SOMANI Petitioner

Through Mr Siddharth Aggarwal, Mr Aditya
Wadhwa, Mr Debegriyo Manih, Mr Krishna
Muttani, Advocates.

versus

STATE OF DELHI, NCT Respondent

Through Ms nandita Rao, ASC , Crl. for state.
Ms Meenakshi Chauhan, APP for state.
SI Ravinder, EOW, Mandir Marg present.
Ms Smriti Ravi Chandran, Mr Deokant
Tripathi, Advocates for R2.

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+ **BAIL APPLN. 1111/2018 & CRL.M.(BAIL) 792/2018 (interim)**

PRASHANT GOPALDAS MANTRI Petitioner

Through Mr Siddharth Aggarwal, Mr Aditya
Wadhwa, Mr Debegriyo Manih, Mr Krishna
Muttani, Advocates.

versus

STATE OF DELHI, NCT Respondent

Through Ms Menakshi chauhan, APP for State.
Ms Smriti Ravi Chandran, Mr Deokant
Tripathi, Advocates for R2.
SI Ravinder, EOW, Mandir Marg present.

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+ **BAIL APPLN. 1112/2018 & CRL.M.(BAIL) 793/2018 (interim)**

SUHRID SUSHEEL SOMANI Petitioner

Through Mr Siddharth Aggarwal, Mr Aditya Wadhwa, Mr Debegriyo Manih, Mr Krishna Muttani, Advocates.

versus

STATE OF DELHI, NCT Respondent
Through Ms Menakshi chauhan, APP for State.
Ms Smriti Ravi Chandran, Mr Deokant
Tripathi, Advocates for R2.
SI Ravinder, EOW, Mandir Marg present.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **20.11.2019**

1. The petitioners are directors of M/s Kopran Lifestyle Limited – a public company. It is stated that the said company is a part of “Parijat Enterprises”, which has presence in several sectors including pharmaceutical and lifestyle products. The petitioners state that Kopran Lifestyle Limited holds the Intellectual Property Rights in Sparkle Deodorant.
2. The petitioners seek bail in connection with FIR No. 262/2017 under Section 420/120-B of the IPC, registered with Police Station Okhla Industrial Area, Delhi.
3. The said FIR was lodged pursuant to an order passed in application under Section 156(3) of the Cr.P.C., filed at the instance of Intex Technologies (India) Limited (the Complainant).
4. At the material time, the Complainant owned and operated a participating Team (known as “Gujarat Lions”) in Twenty-Twenty Cricket League (named Indian Premier League) conducted by the Board of Control for Cricket in India.

5. The Complainant had alleged that it had entered into a Service Agreement dated 25.03.2016 with Padmini Groups India Ltd. In terms of the said agreement, the Complainant had agreed to provide certain brand promotion services as specified in the agreement to Padmini Group India Ltd, for a consideration of ₹4,75,00,000/-.

6. It is stated that pursuant to the said agreement, the complainant had placed the logo of 'Sparkle Deo' on the jersey worn by the team, Gujarat Lions, during two cricket matches. Undisputedly, Kopran Lifestyles Limited is not a party to the said agreement (Service Agreement dated 25.03.2016)

7. It is the case of the petitioners that Kopran Lifestyles Limited had paid a sum of ₹10 lakhs to another service provider for placing the logo on the apparel worn by the players.

8. It appears from the above that there was no privity of contract between the Complainant and Kopran Lifestyle Ltd. It is also an admitted case that the Complainant had no direct dealings or communication with Kopran Life Style Limited or its directors (the petitioners). It appears that the Padmini Groups India Ltd. (which was represented by one Mr Santosh Mani) has defaulted in performing its payment obligations under the Service Agreement dated 25.03.2016.

9. It is in the aforesaid context that the Complainant has filed the FIR in question alleging that it had entered into an agreement with Padmini Groups India Ltd., believing the said company to be belonging to the same group as Kopran Lifestyle Ltd. It is also alleged that the Complainant was led to believe the same based on false representations made by Mr Santosh Mani. It is also alleged that Mr Santosh Mani was in conspiracy with the

petitioners/Kopran Lifestyles Limited.

10. The status report indicates that the petitioners have joined the investigation. *Prima facie*, it appears that the principal disputes arise out of non-performance of the service agreement by Padmini Groups India Limited. It is also alleged that there is no such company as Padmini Groups India Limited and Mr Mani had in fact deceived the Complainant into entering the said agreement.

11. Apart from the fact that the Complainant had advertised the logo of a brand owned by Kopran Lifestyles Limited, there is no material to suggest any involvement of the petitioners. At this stage, this court is refraining from making any further observations on the allegations made by the Complainant. However, considering that there has been no direct communication between the Complainant and Kopran Life Style Limited and considering that the petitioner's have joined the investigation, this court is of the view that the present petitions ought to be allowed.

12. Accordingly, the petitioners are directed to be released on bail on their furnishing personal bonds of ₹5000/- each to the satisfaction of the Investigating Officer.

13. The applications are allowed in the aforesaid terms.

VIBHU BAKHRU, J

NOVEMBER 20, 2019

pkv