

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.17471 of 2023

Arising Out of PS. Case No.-718 Year-2020 Thana- PATNA COMPLAINT CASE District-
Patna

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1. M/S DAEWOO L AND T J.V. PLOT NO. 6H/31, BAHADURPUR HOUSING COLONY, BHOOT NATH ROAD, BEHIND MITHILA HOSPITAL, P.S.- AGAM KUAN, DISTT.- PATNA. HEAD OFFICE- LARSEN AND TOUBRO LIMITED, THROUGH ITS DEPUTY PROJECT DIRECTOR MR. M. SRINATH AGED ABOUT 52 YEARS S/O MARTI LAKSHMI KANTHAM, L AND T HOUSE, N.M. MARG, BALLARD ESTATE, MUMBAI (MAHARASHTRA)-400001.
 2. V. GOPI KRISHNAN @ GOPI KRISHNA S/O SHANKAR (PURCHASE HEAD L AND T) M/S DAEWOO L AND T J.V., PLOT NO. 6H/31, BAHADURPUR HOUSING SOCIETY, BHOOT NATH ROAD, BEHIND MITHILA HOSPITAL, P.S- AGAMKUAN, DISTT.- PATNA 800008. HEAD OFFICE- LARSEN AND TOUBRO LIMITED, L AND T HOUSE, N.M. MARG, BALLARD ESTATE, MUMBAI (MAHARASHTRA)-400001.

... .. Petitioner/s

Versus

1. THE STATE OF BIHAR
2. GUMAN RAM DEWASI @ GAUTAM KUMAR S/O KISHNA RAM M/S VIJAY LAXMI TRADE LINK, NAGENDRA KANTI COMPLEX, SODA GODOWN CHOWK, LAXMI, BRAHMPURA, MUZAFFARPUR-842003 AT PRESENT ADDRESS- VIJAY NAGAR, 90 FEET ROAD, NEAR SHANTI NAVJIVAN HOSPITAL, P.S AGAM KUAN THANA, DISTT.- PATNA.

... .. Opposite Party/s

with

CRIMINAL MISCELLANEOUS No. 17470 of 2023

Arising Out of PS. Case No.-718 Year-2020 Thana- PATNA COMPLAINT CASE District-
Patna

S.N SUBRAHMANYAN @ S.N SUBRAHMANYAM SON OF LATE SS NARAYANAN RESIDENT OF E 116, 16TH CROSS STREET BESANT NAGAR CHENNAI 600090 (TAMIL NADU) AND HAVING OFFICE AT HEAD OFFICE -LARSEN TOUBRO LIMITED, L AND T HOUSE. N.M. MARG, BALLARD ESTATE, MUMBAI, MAHARASHTRA 400001

... .. Petitioner/s

Versus

1. The State of Bihar
2. GUMAN RAM DEWASI @ GAUTAM KUMAR SON OF KISHNA RAM



PROPRIETOR OF M/S VIJAY LAXMI TRADE LINK, NAGENDRA KANTI COMPLEX SODA GODOWN CHOWK, LAXMI CHOWK, BRAHMPURA, MUZAFFARPUR 842003 AT PRESENT VIJAY NAGAR 90 FEET ROAD, NEAR SHANTI NAVJIVAN HOSPITAL PS AGAM KUAN THANA, DISTT- PATNA

... .. Opposite Party/s

Appearance :

(In CRIMINAL MISCELLANEOUS No. 17471 of 2023)

For the Petitioner/s : Mr. Satyabir Bharti, Advocate
Mr. Abhishek Anand, Advocate
Ms. Sushmita Sharma, Advocate
For the Opposite Party/s : Mr. Uday Pratap Singh, APP
For the Complainant : Mr. Manoj Kumar Keshri, Advocate

(In CRIMINAL MISCELLANEOUS No. 17470 of 2023)

For the Petitioner/s : Mr. Satyabir Bharti, Advocate
For the Opposite Party/s : Mr. Uday Pratap Singh, APP

CORAM: HONOURABLE MR. JUSTICE RAJIV ROY
ORAL ORDER

7 25-08-2023 Heard Mr. Satyabir Bharti, learned counsel for the petitioners as also Mr. Manoj Kumar Keshri who represent the complainant and the State.

The present petition has been preferred for quashing of the order dated 30.11.2022 passed by the Court of Judicial Magistrate, 1st Class, Patna City, Patna in Complaint Case No. 718 (C) of 2020, whereby cognizance has been taken under sections 406, 420 and 120 (B) of the IPC.

It is the submission of Mr. Bharti that both are in the business and in need of each other, due to some confusion as also non payment, the present case was instituted. Subsequently, good sense prevailed upon the parties, they sat on the negotiating table and entered into settlement agreement on



12.08.2023.

The sum and substance of the said agreement is/are as follows:

“NOW THEREFORE, in consideration of the mutual agreements, covenants representation and warranties set forth in this Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. The Parties hereby unequivocally agree and confirm that out of the total outstanding of Rs 56,53,611/-(Rupees Fifty Six Lakhs Fifty Three Thousand Six Hundred Eleven Only) due and payable from L&T Daewoo JV to the Supplier, L&T Daewoo JV shall pay a sum of Rs 36,53,611/- (Rupees Thirty Six Lakhs Fifty Three Thousand Six Hundred Eleven Only) towards full & final settlement of Supplier's entire outstanding.

2. The said sum of Rs 36,53,611/- (Rupees Thirty Six Lakhs Fifty Three Thousand Six Hundred Eleven Only) shall be paid by L&T Daewoo JV to the Supplier in two equal instalments. The first instalment of Rs 18,26,805/- (Rupees Eighteen Lakhs Twenty Six Thousand Eight Hundred Five Only) shall be paid by L&T Daewoo JV to the Supplier on execution of the present Settlement Agreement and the balance sum of Rs 18,26,805/-(Rupees Eighteen Lakhs Twenty



Six Thousand Eight Hundred Five Only) shall be paid by Demand Draft/Pay Order in favour of the Supplier, at the time of /after appropriate orders are passed by the Hon'ble Patna High Court in the Criminal Miscellaneous No. 17470 of 2023 and Criminal Miscellaneous No. 17471 of 2023, on joint application and request of the parties, for quashing of the Criminal Complaint No. 718 (C)/20, in view of the present settlement agreement.

3. The parties hereby unequivocally and unconditionally agree that pursuant to signing of the present settlement agreement; and payment of the first instalment of Rs 18,25,805 / (Rupees Eighteen Lakhs Twenty Six Thousand Eight Hundred Five Only), the parties shall jointly move an appropriate application/request before the Hon'ble Patna High Court with a prayer / request to pass appropriate orders in Criminal Miscellaneous No. 17470 of 2023 and Criminal Miscellaneous No. 17471 of 2023, for quashing of the Criminal Complaint No. 718 (C)/20, in view of the present settlement agreement.

4. The Supplier hereby unequivocally and irrevocably acknowledges, declares and undertakes that payment of Rs 36,53,611/- (Rupees Thirty Six Lakhs Fifty Three Thousand Six Hundred Eleven Only), is being made towards full & complete satisfaction of all liabilities of L&T Daewoo IV towards the Supplier. The Supplier hereby unequivocally agrees and confirms that on



receiving payment of Rs 36,53,611/-(Rupees Thirty Six Lakhs Fifty Three Thousand Six Hundred Eleven Only), all its claims pertaining to each and every work order/purchase order which may have been issued to it for supply of materials for the Kachchi Dargah Project shall stand extinguished; and no further claims/demands with respect to supply of any material under any work order/purchase order that may have been Issued on it by L&T Daewoo JV or any ancillary legal proceeding in respect thereof, shall be initiated or pursued by the Supplier and the Supplier does not have any claims surviving against L&T Daewoo N.

5. The Supplier further agrees and undertakes that all the labour, material, machinery, equipment, transportation and services furnished by them have been fully paid for and that there is no amount unpaid to any of its sub-supplier / sub-contractor or any other person providing labour, materials or services to the Supplier and/or utilized in the performances of their obligations pertaining to the Work Orders/Purchase orders issued by L&T Daewoo JV, on the basis of which any lien, due or claim has been or may be filed against L&T.

6. Pursuant to payment of Rs 36,53,611/-(Rupees Thirty Six Lakhs Fifty Three Thousand Six Hundred Eleven Only), by L&T Daewoo JV to Supplier, the Supplier do hereby unconditionally release. acquit, settle, cancel and discharge L&T Daewoo from all actions, claims, debts, demands,



payments, cause of actions, disputes, differences, obligations, warranties, covenants, damages, costs, interest, fees etc. on any account whatsoever.

7. The Supplier undertakes that they have fully satisfied and discharged all the statutory dues In respect of the supplies made to the L&T Daewoo JV for the Kachchi Dargah Project under any Work Order/Purchase Order which may have been issued to it by the L&T Daewoo IV. The Supplier hereby Indemnify and save harmless L&T Daewoo JV and hold them harmless and indemnified in respect of any and all liabilities, claims, disputes and proceedings that may arise in respect of the supplies made by the Supplier, including but not limited to any taxes, dues, charges, impost, levies, claims, benefits etc. which may be raised by any Government Department/agencies.

8. The Supplier shall further defend, indemnify and hold harmless L&T Daewoo JV from, and against any and all claims, actions, third party claims, demands, losses, costs, charges, expenses judgment, decree suffered and/or Incurred by L&T Daewoo JV on account of any breach of any provision of this Agreement including, without limitation, the making of a false representation or breach of any covenant contained herein.

9. That the Parties hereby undertake not to initiate or pursue any civil and/or criminal



proceedings against each other pursuant to the present Settlement Agreement.

10. The Parties hereby agree that the contents of this Settlement Agreement has been read over and explained to each other in vernacular. The Parties having carefully understood the contents and import thereof and hereby unequivocally and on their own free will agree to the instant Settlement on the binding terms and conditions as contained herein.

The said agreement has been brought on record by learned counsel for the petitioners by way of supplementary affidavit.

Mr. Manoj Kumar Keshri, learned counsel appearing on behalf of the complainant concedes that they sat on the negotiating table and have arrived at an agreement. Pursuant thereto, the first demand draft of Rs. 18,26,805/- was provided on 12.08.2023 and the second installment has been provided today itself vide pay order no. 083111 issued by the Axis Bank dated 18.08.2023 and in token thereof, he has put in his signature.

In view of the aforesaid development that has taken place, agreed between the parties, the complainant do not have any grievance against the petitioners and in the said background,



it would be inappropriate that the criminal proceedings against the petitioners continue.

The order dated 30.11.2022 by which the learned Judicial Magistrate, 1st Class, Panta City, Patna had taken cognizance under sections 406, 420 and 120 (B) of the IPC in connection with Complaint Case No. 718 (C) of 2020 stands quashed.

The Cr. Misc. No. 17471 of 2023 and Cr. Misc. No. 17470 of 2023 are allowed.

(Rajiv Roy, J)

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