

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.52910 of 2023

Arising Out of PS. Case No.-4986 Year-2019 Thana- PATNA COMPLAINT CASE District-
Patna

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1. M/S. Aadi Shakti Entertainment Pvt. Ltd. Office At A-1 Wing, Raigard Commercial Complex, Cooperative Society Ltd. Behram Bagh, Link Road, Jogeshwari, West Mumbai 400102, Through Its Authorised Signatory Nikhil Hajumdar
 2. Durga Prasad Majumdar Son Of Late Bhani Majumdar Resident Of Flat No. 204, Vastu Park C-Wing, Evershine Nagar, Near Jharna Restaurant/Movie Time, Malad (WEST), Mumbai-400064
 3. Suresh Dagur @ Dagur Suresh Son Of Late Chandra Varma Dagur Resident Of Mohalla- Somavadi, Pune Maharashtra
 4. Nikhil Durga Prasad Majumdar @ Nikhil Majumdar Sn Of Durga Prasad Majumdar Resident Of Flat No. 204, Vastu Park, C-Wing, Evershine Nagar, Near Jharna Restaurant/Movie Time, Malad (WEST), Mumbai-4000064
 5. Aditi Durga Prasad Majumdar @ Aditi Majumdar Wife Of Durga Prasad Majumdar Resident Of Flat No. 204, Vastu Park C- Wing, Eveshine Nagar, Near Jharna Restaurant/Movie Time, Malad (WEST), Mumbai-4000064

... .. Petitioner/s

Versus

1. The State of Bihar
2. Kumar Gaurav Son Of Awdesb Sharma Resident Of Vaishnav Bhawan, Vaishnav Path, Shivpuri, Ps- Anisabad, Dist- Patna

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Krishna Chandra
For the Opposite Party/s : Mr.Pranav Kumar

CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

2 17-08-2023

Heard learned counsel for the parties.

2. A photocopy of the Memorandum of Understanding
is kept on record.

3. This application has been filed for quashing the
order dated 20.03.2023 by which learned Judicial Magistrate-1st
Class, Patna has taken cognizance against the petitioners in



Complaint Case No. 4986/2019 registered under Sections 406 and 420 of the Indian Penal Code.

4. As per prosecution case, complainant Kumar Gaurav had invested Rs. 55 Lacs in petitioners company doing business of making regional films namely M/S Aadi Shakti Entertainment Pvt. Ltd. The complainant alleged that neither the invested amount was paid to him nor income upon the same was paid to him despite repeated request made to the accused. It has been further alleged that accused no. 2 executed three agreements for sale of three different flats in the name of complainant's wife on various dates in the year 2015 and also executed agreement for negative sale with dubbing rights in favour of complainant's Company M/s Ganpati Associate for the purpose of written assurance and commitment for the safety of the investment of the complainant and his company. It has further been alleged that despite executing the agreement for sale, the flats were never handed over nor the money was ever refunded. Lastly complainant lodged a complaint case in the Chief Judicial Magistrate, Patna bearing Complaint Case No. 4986/2019.

5. It has been submitted by learned counsel for the petitioners that the matter has been settled between the



petitioners and the opposite party no. 2 and the Memorandum of Understanding has been prepared on 28th July, 2023.

6. As per the Memorandum of Understanding, it has been agreed that the first party will not pursue his case against the second party and the Complaint Case No. 4986/2019, pending in the court of learned Judicial Magistrate-1st Class, Patna.

7. In view of the Memorandum of Understanding, this application is disposed of with liberty to the petitioner to file Memorandum of Understanding in the court below and pray for disposal of the case on the basis of Memorandum of Understanding. If such an application is filed and is supported by the complainant then the prosecution of the petitioner shall be dropped. In case complainant does not support the Memorandum of Understanding, then appropriate orders shall be passed by the Magistrate. This exercise must be completed within one month of the filing of the petition by the accused persons.

(Sandeep Kumar, J)

Ranjeet/-

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