

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.1700 of 2024

Arising Out of PS. Case No.-44 Year-2023 Thana- MUZAFFARPUR SADAR District-
Muzaffarpur

-
-
1. Ritesh Rawal Son of Ravindra Rawal Resident of Challenge Tower 1 Flat 2205 Thakur Village Kandivali East PS Kandivali District Mumbai- 400101 (Maharashtra)
 2. Kannan Sivasubramanian Son of Sivasubramanian Resident of Y403 Callalily CHS Nahar Amrit Shakti Chandivali Andheri East PS Andheri East District Mumbai- 400 072 (Maharashtra)
 3. Christopher David Kingsman S/o David Kingsman resident of Kreuzbuchstrasse 22 CH 6045 Meggen Switzerland
 4. Madhusudan Rajagopalan S/o Rajagopalan Desikan Resident of Flat 142 Building 6A Kalpatru Estate JV Link Road Andheri East PS Andheri East District Mumbai 400 093 (Maharashtra)
 5. Aamri Saied Varcie S/o Saied Zafar Varcie Resident of 302 Mayfair Kane Road PS Bandra Bandra District Mumbai-400 050

... .. Petitioner/s

Versus

1. The State of Bihar
2. Vikram Kumar, Proprietor of M/s Sourya Containers Leasing Company having address at Mohalla Anandpuri Bibiganj PS Sadar District Muzaffarpur

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Chittranjan Sinha, Sr. Advocate Mr. Sanchay Srivastava, Advocate Mr. Sushant Srivastava, Advocate Mr. Ashish Kumar Palit, Advocate Mr. Manpreet Singh Lamba, Advocate Mr. Satyasrikant Vutha, Advocate
For the Opposite Party/s	:	Mr. Shantanu Kumar, APP
For the Opposite Party no.2	:	Mr. Vijay Kumar, Advocate

CORAM: HONOURABLE MR. JUSTICE PARTHA SARTHY
ORAL JUDGMENT

Date : 14-05-2024

1. Heard learned Senior counsel for the petitioners,
learned APP for the State and learned counsel for the opposite
party no.2.



2. The petitioners have filed the instant application for the following relief(s) :-

“1. That the present application is being filed on behalf of the petitioners above-named before this Hon’ble Court for quashing and setting-aside the First Information Report (F.I.R.) bearing Muzaffarpur Sadar P.S. Case No. 44 of 2023 dated 14.01.2023 registered against the present petitioners for offences alleged under Sections 406, 420, 120 (B) read with 34 of the Indian Penal Code (IPC).”

3. A supplementary affidavit has been filed on behalf of the petitioners titled as ‘1st Supplementary Affidavit on behalf of the Petitioners’ stating therein that during pendency of this application, the parties entered into settlement discussions with an intention to amicably resolve the disputes. The settlement was arrived at and a settlement agreement signed by Ritesh Rawal (petitioner no.1) and Vikram Kumar (opposite party no.2) has been brought on record as Annexure P/18 to the aforesaid affidavit. It is further submitted that in terms of the agreement, an amount of Rs. 3,94,99,355/- is being paid through a demand draft in favour of Sourya Containers Leasing Company and the original draft bearing no.581749 dated 3.5.2024 drawn on the Axis Bank, Mumbai Fort is being given to the opposite party



no.2.

4. Learned counsel for the opposite party no.2, who will receive the original draft produced by the petitioners in Court will provide a receipt thereof on the margin of the ordersheet.

5. The original supplementary affidavit which is filed by the petitioners in Court is taken on record.

6. The terms of the agreement as mentioned in the settlement agreement (Annexure P/18) is reproduced herein below for ready reference :-

“SETTLEMENT AGREEMENT

This Settlement Agreement is entered at New Delhi on the 14th day of May 2024 between :

Aranca (Mumbai) Private Limited, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U74130MH2004PTC 145476), having its registered office at 201 & 301, 2 & 3 Floors. Supreme Business Park, Powai, Mumbai - 400 076 ("Aranca Mumba (which expression, unless repugnant to the context, shall mean and include its directors, administrators and/or assigns) of the **FIRST PART**

AND

M/s. Saurya Containers Leasing Company through its Sole Proprietor, Mr. Vikram Kumar ("Saurya Containers"), having office at Anandpuri, Bibiganj, Muzaffarpur, Bihar-842-001 (which expression, unless repugnant to the context, shall mean



*and include its agents and/or assigns) of the **SECOND PART***

*(Aranca Mumbai and Saurya Containers are hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**").*

WHEREAS

A. Aranca Mumbai is a company having its office in Mumbai, Maharashtra, and is engaged in the business of providing business research and advisory services to its clients.

*B. Saurya Containers is a sole proprietary concern whose Sole Proprietor is Mr. Vikram Kumar ("**Vikram Kumar**"), and is based in Muzaffarpur, Bihar.*

*C. In the year 2017, Mr. Hemendra Aran (**Hemendra Aran**) the then Director of Aranca Mumbai, through his company, Meher Miracles Private Limited ("**Meher Miracles**") wished to organize a celebrity football match in Dubai, United Arab Emirates ("**Football Event**").*

*D. For organizing the Football Event, Hemendra Aran, without the knowledge or consent of any other officer or Director of Aranca Mumbai, approached Vikram Kumar for availing a loan of INR 1,00,00,000/- (Indian Rupees One Crore only) for Meher Miracles to organise the Football Event. Pursuant to discussions between Vikram Kumar and Hemendra Aran, Meher Miracles and Saurya Containers entered into a Memorandum of Understanding dated January 09, 2017 ("**MoU**") whereunder Saurya Containers agreed to lend an amount of INR 1,00,00,000/- to Meher Miracles ("**Loan**"), which was to repaid by June 11, 2017 with an amount of Rs. 1,50,00,000/-, failing*



which default interest at the rate of 4% per month was leviabale.

*E. For securing repayment of the Loan by Meher Miracles, Hemendra Aran, fraudulently and without any authorization from Aranca Mumbai, issued a Deed of Corporate Guarantee dated January 09, 2017 ("**Corporate Guarantee**") in favour of Saurya Containers, on behalf of Aranca Mumbai.*

F. Owing to defaults committed by Meher Miracles in repayment of the Loan, vide a letter dated August 25, 2020, Saurya Containers claimed an outstanding amount of INR 3,94,99,355/- (Indian Rupees Three Crores Ninety-Four Lakhs Ninety-Nine Thousand Three Hundred & Fifty-Five only) from Aranca Mumbai and invoked the Corporate Guarantee, which was opposed by Aranca Mumbai for the reason that the Corporate Guarantee was fraudulent and issued without proper authorization as required under the provisions of the Companies Act, 2013, and therefore, was not binding on Aranca Mumbai.

*G. Owing to the disputes between the Parties, on November 28, 2020, Vikram Kumar filed a petition under Section 7 of the Insolvency and Bankruptcy Code, 2016, before the National Company Law Tribunal, Mumbai Bench ("**NCLT Mumbai**"), viz. Company Petition (I.B.) No. 143 of 2021 ("**Insolvency Petition**"), alleging default of an amount of INR 3,94,99,355/- on part of Aranca Mumbai and seeking initiation of corporate insolvency resolution process.*

H. The Insolvency Petition was dismissed by the NCLT Mumbai by an Order dated March 09, 2023, on the ground of Section 10A of the Insolvency and



Bankruptcy Code, 2016, against which the appeal preferred by Vikram Kumar also came to be dismissed by the National Company Law Appellate Tribunal on September 14, 2023.

I. Separately, Vikram Kumar filed a complaint, viz. Complaint No. 2021 of 2019 under Section 203 of the Code of Criminal Procedure, 1973, before the Chief Judicial Magistrate, Muzaffarpur, seeking directions to the concerned authorities to register a complaint against Hemendra Aran, Ms. Gitanjali Sinha and other officers of Aranca Mumbai, being Mr. Madhusudan Rajagopalan, Mr. Ritesh Rawal, Mr. Kannan Sivasubramanian and Mr. Aamir Varcie. The said complaint included allegations of common intention, criminal conspiracy, voluntarily causing hurt, criminal breach of trust under Sections 34, 120-B, 232, 406, 409, 420 and 504 of the Indian Penal Code, 1860. The said complaint came to be dismissed by an Order dated July 10, 2020.

J. Citing the same offences, Vikram Kumar filed Criminal Revision Petition No. 139 of 2020 before the Additional District and Sessions Court, Muzaffarpur, in respect of the Order dated 10, 2020, passed by the Chief Judicial Magistrate, Muzaffarpur. The Respondents to the Criminal Revision Petition were Mr. Hemendra Aran, Ms. Geetanjali Sinha, Mr. Madhusudan Rajagopalan, Mr. Ritesh Rawal, Mr. Kannan Sivasubramanian, Mr. Aamir Saied Varcie and Mr. Christopher Kingsman.

K. On August 18, 2023, the Additional District and Sessions Court, Muzaffarpur, dismissed Criminal Revision Petition No. 139 of 2020, based on



submissions on behalf of Vikram Kumar, that on January 16, 2023, a First Information Report under Sections 120-B, 406 and 420 of the Indian Penal Code, 1860, had been registered ("FIR"). The FIR arose out of Muzaffarpur Sadar P.S. Case No. 44 of 2023, which was filed by Vikram Kumar for recovery of monies, out of the same transaction.

L. Aggrieved by the FIR, Mr. Madhusudan Rajagopalan, Mr. Ritesh Rawal, Mr. Kannan Sivasubramanian, Mr. Aamir Saied Varcie and Mr. Christopher Kingsman (collectively, "Aranca Officers") filed proceedings, viz. Criminal Miscellaneous No. 1700 of 2024 ("Quashing Petition") before the Patna High Court. By an Order dated January 18, 2024, the Patna High Court stayed any further proceedings against the Aranca Officers in relation to the FIR.

M. The parties to this Settlement Agreement entered into settlement discussions with an intention to amicably resolve the disputes and put an end to the protracted litigation including the FIR filed against Aranca Officers. Pursuant thereto, the Parties have agreed to the following terms of settlement.

**NOW THESE PRESENTS WITNESSETH
AND IT IS HEREBY AGREED BY AND BETWEEN
THE PARTIES HERETO AS FOLLOWS:**

- 1. The Parties agree that recitals recorded above form an integral part of this Settlement Agreement, and the Parties agree and confirm the contents of the same.*
- 2. Aranca Mumbai does not admit any liability towards Saurya Containers under the MoU and/or the Corporate Guarantee, and the Parties agree that*



Meher Miracles and Hemendra Aran are liable to repay the Loan.

3. With an intention to amicably resolve the above disputes and to absolve Aranca Mumbai of any liability whatsoever under the MoU and the Corporate Guarantee, Aranca Mumbai agrees to pay to Saurya Containers an amount of INR 3,94,99,355/- mentioned in the notice of invocation of guarantee dated August 25, 2020, towards full and final settlement of any and all disputes and claims between the Parties ("Settlement Amount").

4. Vikram Kumar, on behalf of Saurya Containers, agrees and undertakes that upon execution of this Settlement Agreement, it will forthwith take steps to unconditionally withdraw the FIR filed against the Aranca Officers and also forthwith take steps to unconditionally withdraw any other legal proceedings, if any, filed by Vikram Kumar or Saurya Containers against Aranca Mumbai or the Aranca Officers before any court, tribunal or authority. Vikram Kumar, on behalf of Saurya Containers, further agrees and undertakes to cooperate with the Aranca Officers and/or their Advocates in the proceedings of the Quashing Petition before the Patna High Court.

5. The Parties, by mutual consent, had requested the Patna High Court for an early listing of the Quashing Petition and the Patna High Court, upon such request, granted a listing of the Quashing Petition on May 14, 2024. On May 14, 2024, the Parties have executed this Settlement Agreement, and Aranca Mumbai has agreed to provide demand draft dated May 03, 2024, bearing no. 581749 drawn on Axis Bank in favour of Saurya



Containers (“Demand Draft”) for payment of the Settlement Amount, simultaneously with the quashing of the FIR. A copy of the Demand Draft is annexed to this Settlement Agreement as Annexure-"A"

6. Vikram Kumar, on behalf of Saurya Containers, has agreed to cooperate with the Aranca Officers and/or their Advocates and take necessary steps including, but not limited to, giving consent before the Patna High Court for quashing of the FIR in lieu of receipt of the Demand Draft. Vikram Kumar, on behalf of Saurya Containers, has also agreed to supply a copy of the Order passed by the Patna High Court in the Quashing Petition quashing the FIR, to Muzaffarpur Police Station with a request to close the FIR as quashed.

7. Upon receiving the Settlement Amount, Saurya Containers agrees and undertakes to forthwith confirm in writing the receipt of the Settlement Amount and issue a No-Dues Certificate in favour of Aranca Mumbai, in the format which is annexed to this Settlement Agreement as Annexure "B", and forthwith hand over the same to Aranca Mumbai.

8. The Parties agree and understand that the payment of the Settlement Amount does not constitute an admission of liability of any nature by Aranca Mumbai. The Parties also agree and understand that the payment of the Settlement Amount is being done only in order to amicably settle the disputes between the Parties.

9. Saurya Containers agrees, confirms and declares that upon receipt of the Settlement Amount it shall not have any claims, actions, charges, complaints or causes of action of any nature whatsoever against



Aranca Mumbai or any of its directors or key managerial personnel or the Aranca Officers, anytime in the present or in the future. Saurya Containers also agrees that it will not initiate any recovery proceedings, insolvency proceedings, criminal proceedings or proceedings of such nature against Aranca Mumbai and Aranca Officers for recovery of the Loan.

10. The Parties agree that the stamp duty charges payable on this Settlement Agreement will be borne solely by Aranca Mumbai. Besides this, any other statutory dues, charges or liabilities payable on this Settlement Agreement shall be borne solely by Saurya Containers.

11. This Settlement Agreement is being signed on behalf of Saurya Containers by Vikram Kumar in his capacity as he the sole proprietor of Saurya Containers.

12. This Settlement Agreement is being signed on behalf of Aranca Mumbai by Mr. Ritesh Rawal, who is duly authorized by way of a Board Resolution dated December 12, 2017. A copy of the Board Resolution dated December 12, 2017, is annexed to this Settlement Agreement as Annexure-"C".

**IN WITNESS WHEREOF, THE PARTIES HAVE
HERETO SET AND SUBSCRIBED THEIR
RESPECTIVE HANDS ON THE DAY AND THE
YEAR FIRST HEREIN ABOVE WRITTEN**

SIGNED, SEALED AND DELIVERED)

by the within named Aranca Mumbai,)



through its authorized representative,)
Mr. Ritesh Rawal)

In the presence of:

SIGNED, SEALED AND DELIVERED)
*by the within named **Saurya**)*
***Containers**, through its Sole Proprietor,*
Mr. Vikram Kumar

In the presence of :

I identify the
deponent/executant who
has signed/put L.T.I. in my
presence

7. The matter having been amicably settled between the parties and the aforesaid amount having been paid by demand draft, the opposite party no.2 agrees that the FIR being Muzaffarpur Sadar P.S Case no. 44 of 2023, so far as the same relates to the five petitioners herein, be quashed.

8. Learned counsel for the opposite party no.2 receives the demand draft in original and submits that indeed a settlement has taken place between the parties and the FIR may be quashed with respect to the petitioners.

9. It is submitted by learned counsel for both the parties that though no order was passed, the petitioner no.1 as also the opposite party no.2 are both present in Court.



10. Having heard learned counsel for the parties and taking into consideration the submissions made, the contents of the supplementary affidavit filed on behalf of the petitioners and the matter having been settled between the parties on the terms as reproduced herein above and with payment of the amount by demand draft, the FIR appertaining to Muzaffarpur Sadar P.S Case no. 44 of 2023 with respect to the five petitioners herein is quashed.

11. The application is allowed.

(Partha Sarthy, J)

Shiv/-

AFR/NAFR	
CAV DATE	
Uploading Date	17.05.2024
Transmission Date	

