

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.55694 of 2023

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

-
1. Hemendra Aran, S/o Late Indu Shekhar Aran, Director, Meher Miracles Pvt. Ltd. B-203, Lake Lucerne, Lake Home Adi Shankarcharya Marg Powai, Mumbai-400076 And Resident Of A-302 Rastomjee Paramount 18th Road Vithaldas Nagar, Khar West Mumbai, Maharastra- 400052 Till Jan-2023, At Present Residing At Flat No.- 24 A Wing, 2nd Floor Sunset Heights, Pali Hill, Bandra West, Mumbai Suburban, Maharashtra- 400050.
 2. Gitanjali Sinha, W/o Hemendra Aran, Director, Meher Miracles Pvt. Ltd. B-203, Lake Lucerne, Lake Home Adi Shankarcharya Marg Powai, Mumbai-400076 And Resident Of A-302 Rastomjee Paramount 18th Road Vithaldas Nagar, Khar West Mumbai, Maharastra- 400052 Till Jan-2023, At Present Residing At Flat No.- 24 A Wing, 2nd Floor Sunset Heights, Pali Hill, Bandra West, Mumbai Suburban, Maharashtra- 400050.

... .. Petitioners

Versus

1. The State of Bihar
2. Vikram Kumar S/O Brajmohan Tiwary R/O Mohalla- Anandpuri Bibiganj, P.S- Sadar, Distt.- Muzaffarpur.

... .. Opposite Party

Appearance :

For the Petitioners	:	Mr.Anshuman Singh, Advocate Mr.Sahil Kumar, Advocate
For the O.P. No.2	:	Mr.Vijay Kumar, Advocate
For the State	:	Mr.Raj Ballabh Singh, APP

CORAM: HONOURABLE MR. JUSTICE CHANDRA SHEKHAR JHA
ORAL JUDGMENT

Date : 23-06-2025

Heard Mr. Anshuman Singh, learned counsel
appearing for the petitioners, Mr. Vijay Kumar, learned
counsel for the opposite party no.2 and Mr. Raj Ballabh Singh,



learned A.P.P. for the State.

2. This application has been preferred under Section 482 of the Code of Criminal Procedure (in short, the 'Cr.P.C.') for quashing of the First Information Report (in short, the 'F.I.R.') of Muzaffarpur Sadar P.S. Case No. 44 of 2023 registered for the offences punishable under Sections 406, 420, 120B and 34 of the Indian Penal Code, pending in the court of learned Chief Judicial Magistrate, Muzaffarpur.

3. The brief facts of the case, as alleged in the FIR, is that the informant (O.P. No.2) came in contact with the petitioners along with other accused persons in course of business, where accused persons told the informant that a football match was going to be held at Dubai, in which he may invest money for good return. The petitioners are running a company in the name and style of M/s Mehar Miracles Pvt. Ltd, where other accused persons are connected with M/s Aranca Mumbai Pvt. Ltd. It is alleged that all the accused persons including the petitioners asked the informant to invest Rs. 1 Crore and said that Rs. 1 Crore 50 Lakhs would be returned within six months. On 09.01.2017, an agreement



was executed between the parties and a guarantee agreement was also drawn, in which it was decided that, in the event, the money could not be paid within six months, then, the informant would be entitled to get 4% interest per month. Thereafter, petitioner no. 1 put his signature as Director of M/s Mehar Miracles Pvt. Ltd. on the agreement. The informant further alleged that he had invested Rs. 1 Crore as per agreement and petitioners started making payment @ Rs. 6,90,000/- per month upto 11.10.2017, and thereafter, they stopped making payment to the informant and when the informant requested the petitioners and other accused persons for payment, they promised him that payments shall be made later on. The informant alleged that the amount of Rs. 1 Crore have now become Rs. 4 Crore with interest and guarantor is denying to fulfill the guarantee. The informant alleged that the accused persons including petitioners have cheated on him.

4. On the basis of above written statement the aforesaid F.I.R. has been registered against the petitioners and other named accused persons.



5. Mr. Anshuman Singh, learned counsel appearing for the petitioners submitted that the informant (O.P. No.2) has concealed the fact that he had filed a Complaint Case No. 202/2019 before the learned Chief Judicial Magistrate, Muzaffarpur, where after recording of statement of the complainant on S.A. and considering the evidence of enquiry witnesses, complaint petition was dismissed for the reason that allegation do not make out any criminal offence and is purely a civil dispute arising out of contractual liability, whereafter, the informant preferred Cr. Revision No. 139/2020, which also stood dismissed vide order dated 18.08.2023 by the learned 3rd Additional Sessions Judge, Muzaffarpur.

6. The order dated 10.07.2020 passed in Complaint Case No. 202/2019 by the learned Chief Judicial Magistrate, Muzaffarpur and order dated 18.08.2023 passed by the learned 3rd Additional Sessions Judge, Muzaffarpur in Cr. Revision No. 139/2020, are being reproduced hereunder for ready reference:-

**“In The Court Of Chief Judicial Magistrate,
Muzaffarpur
CI 2021/19**



“**10.07.20** Attendance has been filed for the complainant Bikram Kumar in this case which has been produced for orders after inquiry. The complainant has been examined on oath and inquiry witnesses Ashutosh Mishra, and Brajmohan Tiwari, have also been examined and the complainant has also filed photo copies of a number of documents including Deed of Guarantee dt. 09.01.2017, Memorandum of understanding, Certificate of incorporation of Gitanjali Productions Private Ltd, and certificate of incorporation pursuant to change of name from Gitanjali Productions Private Ltd to Meher Miracles Private Ltd, Statement of the Bank account of Axis Bank of the Complainant Bikram Kumar, Memorandum of Association and Articles of Association of ARANCA (Mumbai) Pvt. Ltd, company Master Data, Reply by Aranca Pvt Ltd.

The complaint case has been filed against accused Hemendra Aryan, Gitanjali Sinha, Madhusudan Rajgopalan, Ritesh Rawal, Kanan Shiva Subramaniam, Amir Saiyad and the case in brief as per the petition of complaint is that the complainant Bikram Kumar is the proprietor M/s Sourya containers leasing company. Muzaffarpur and the arranged accused Hemendra Aryan and Gitanjali Sinha are directors of Mehar Miracles private Limited company, Mumbai and there had been friendly relation between them from before. On 1/1/2017 the six accused came to his house with the proposal for business and it was told that a football match was being organised in Dubai and huge profit was expected and as per the proposal the complainant was to invest an amount of Rs. 10000000/- (one crore) in the said company and the company was to pay rupees 15000000/-(one and half crore). The complainant agreed to the said proposal and made it clear that the complainant will have no concern with the said football match nor he shall be affected by the profit or loss from the said match. On 11/1/17 an agreement was signed at his residence at Maripur, Muzaffarpur between the complainant and the said company Mehar Miracles private Limited, Mumbai and the complainant transferred Rs.1 crore in the account of the said company. As per the agreement, if the agreed amount of Rs.1.5, crore was not returned to the complainant within 6 months, the company would be liable to pay Rs.6 Lacs 90,000 inclusive of taxes each month until Rs. 1.5 crore was returned to him. It is further submitted that thereafter on 10/7/17, 10/8/17, 8/9/17, 11/10/17 he received Rs 6 Lacs 90,000 on each dates total amounting to



Rs 27 Lacs 60,000 from the company. The complainant has continually been demanding his money and on 2nd of June 2019 the company paid in Rs.1 lac, to which the complainant objected and requested for return of his money and then the accused named in the petition of complaint came to his residence and threatened him of dire consequences for writing to them and for Maligning their image. When complainant demanded his money back, the accused started abusing him and told him that his money would not be returned. It was alleged that the accused had conspired to cheat him of his Rs.1 crore in lieu of which they had paid only Rs.28 Lacs 60,000 and therefore prayer has been made for summoning the accused for facing trial in this case. The petition of complaint has been filed for the alleged offence punishable under sections 120 B, 323, 406, 409, 420, 504, 34 of the Indian Penal Code.

The facts of the case as has been unfolded from the petition of complaint and supported by the witnesses during inquiry goes to show that the complainant had transferred Rs.1 crore to the account of the company as per the agreement dated 11/1/17 and the company was to return 1.5 crore in 6 months failing which Rs.6 Lacs 90,000 was to be paid to the complainant until the return of entire agreed money by the company. What appears from the fact that the company failed to return money and as per the agreement, Rs.6 Lacs 90,000 was paid for 4 months and thereafter Rs.1 Lacs was also paid but the money agreed was not returned and aggrieved by the conduct of the company and the accused, the complainant filed this complaint before this Court. A number of documents has been filed but there is no statement in the complaint for the relevance of all those documents to the facts stated in the complaint of this case, except a few documents filed to show that the company of the accused namely Hemendra Aryan and Gitanjali Sinha was a private Limited company registered under the companies act and the memorandum of understanding between Mehar Miracles Pvt Ltd and M/s Sourya containers leasing company dated 9/1/2070 shows that the companies were represented by one of the accused and the complainant, signed this agreement in Mumbai and the bank statement 11/1/2017 shows transfer of Rs.1 crore from the account of complainant through cheque. From these facts it appears that no part of the transaction has taken place within the jurisdiction of this court and further that at point number 14 the said memorandum of understanding contains a clause



for enforcement of the rights and for that the competent courts at Mumbai/Patna had been agreed to be having the exclusive jurisdiction and in the facts and circumstances the entire dispute appears to be of civil in nature and the facts shows pure and simple contractual transaction no offence under under section 406, 409, 420, 120 B IPC is made out. Further the complainant instead of filing proper application for recovery of his dues in proper forum, has chosen to file this complaint case in Muzaffarpur. The two witnesses have not supported the fact for the remaining alleged offence u/s 323, 504, 34 IPC and same appears mere statement in the petition of complaint. Therefore in the facts circumstances and the discussion herein before I do not find sufficient ground to proceed against the accused persons named in the petition of complaint and thus this complaint petition is dismissed under section 203 of the code of criminal procedure. Let this case record be consigned to the record room as per rules.

C.J.M.
Muzaffarpur.”

**“IN THE COURT OF 3rd ADDITIONAL SESSIONS
JUDGE, MUZAFFARPUR
Criminal Revision No. 139/2020**

1. Vikram Kumar Revisionist (Petitioner)
Vs.
1. Hemendra Aryan & Ors.. ... Opposite Parties

Dated-18th August, 2023
ORDER

1. The case is fixed for hearing. On 17.08.2023 a fresh wakalatnama was filed on behalf of the petitioner along with a petition mentioning that the present case was filed against the Impugned order dt. 10.07.2020 by which the learned CJM dismissed the complaint petition against the opposite party 2nd set which was filed for offences u/s 323, 406, 409, 420, 504/34 IPC and u/s 120 (B) IPC. It is stated that on the basis of subsequent new fact, an FIR Sadar PS Case No. 44/2023 was registered against those accused persons for same transaction on 14.01.2023 and



so the petitioner did not wish to pursue the present revision petition and he should be permitted to withdraw the same.

2. It is also submitted that since an FIR now exists on the similar facts so u/s 210 of Cr.P.C. a proceeding initiated on the basis of a complaint petition should be stayed.

3. A question was posed to the learned advocate for the petitioner as to whether a revision petition once filed can be disposed of on the basis of withdrawal petition. To this he attracts the attention of this court towards the order dt. 12.04.2023 passed by Hon'ble High Court in Cr. Rev. No. 859 of 2017 where the same was allowed to be withdrawn on parties having compromise to the matter. He also refers to another case Cr. Rev. No. 477 of 2018 where the prayer of the counsel taking permission to withdraw the criminal revision petition was allowed. Lastly, he refers to the order dt. 25.02.2023 passed in Cr. Rev. No. 436 of 2017 where the petitioner was permitted to withdraw the criminal revision petition after some arguments.

4. Heard and perused the record. The petitioner is permitted to withdraw the present revision petition. He shall be precluded from filing a fresh revision petition challenging the impugned order.

5. In the result, this revision application stands **dismissed**.

6. LCR be sent down along with a copy of this order.

[Dictated)

Sd/-

3rd Addl. Sess. Judge
Muzaffarpur

7. Learned counsel submitted that the informant has moved before the NCLT, Mumbai invoking the guarantee given in the agreement, where the matter travelled to National Company Law Appellant Tribunal (in short the



“NCLAT”), New Delhi as Company Appeal (A.T.) (Insolvency) No. 836/2023, but at the same time the informant has filed this false criminal case by concealing all the aforesaid facts.

8. Learned counsel further submitted that the informant has given false statement that petitioners were at Muzaffarpur between 01.01.2017 to 08.01.2017, but the fact is that both the above-named petitioners were in abroad during the aforesaid period, which would be evident from perusal of their passport. It is submitted that the petitioners have suffered heavy loss due to project failure and they were also dragged in several litigations, therefore they could not return the money in time, for which the informant has also taken legal action, but the present criminal case is absolutely not maintainable in view of written information as alleged in the FIR.

9. It is further pointed out by learned counsel appearing for the petitioners that the present FIR against other five accused persons namely, Ritesh Rawal, Kannan Sivasubramanian, Christopher David Kingsman, Madhusudan Rajagopalan and Aamri Saied Varcie was already quashed by



one of the learned coordinate Bench of this Court through Cr. Misc. No. 1700 of 2024 vide order dated 14.05.2024. It is submitted that petitioners are the major shareholder of M/s Aranca (Mumbai) Pvt. Ltd., where aforesaid accused persons were also the shareholder. The aforesaid accused persons entered into the compromise with opposite party no. 2 and paid Rs. 4,23,59,355/- (Rupees Four Crores Twenty Three Lakhs Fifty Nine Thousand Three Hundred and Fifty Five only) to opposite party no. 2 on behalf of M/s Aranca Pvt. Ltd. as said company was the guarantor of the investment as alleged by the opposite party no. 2.

10. It is submitted that out of business rivalry and to make out the position of petitioners questionable in company, at the instance of petitioners of Cr. Misc. No. 1700/2024, as discussed aforesaid, the present FIR was lodged. It is submitted that in view of payment, now nothing survives in the matter, and therefore present FIR is fit be set aside/quashed.

11. In this context, learned counsel relied upon the legal report of Hon'ble Supreme Court as available through



Bhajan Lal and Others. reported in **1999 Supp (1) SCC 335.**

12. Learned counsel appearing for the informant (O.P. No.2) submitted that petitioners are the mastermind of the criminal acts and under conspiracy and in connivance with other accused persons, cheated the informant. Learned counsel submitted that the complaint case No. 202/2019 was filed by the informant alleging breach of trust, cheating, criminal conspiracy, criminal intimidation relating to investment of Rs. 1 Crore from the complainant, which was dishonestly and wrongly taken into the account of petitioners' borrower company namely, M/s Mehar Miracles Pvt. Ltd, on the basis of Corporate Guarantee of the petitioners' Guarantor Company namely, M/s Aranca Pvt. Ltd., Mumbai.

13. It is submitted that petitioners are the directors and promoters of the borrower company M/s Mehar Miracles Pvt. Ltd. and petitioner no. 1 was the largest shareholder and CEO of guarantor company M/s Aranca (Mumbai) Pvt. Ltd. Petitioner no. 1 was the signatory to the loan agreement dated 09.01.2017 as well as signatory to the guarantee



agreement dated 09.01.2017.

14. Learned counsel further submitted that since the petitioners' company has stated that the guarantee agreement is a fraudulent document in the matter of Hemendra Aran Vs. Aranca Mumbai Pvt. Ltd., hence, the Hon'ble Mumbai Bench LCLT passed an order dated 09.03.2023 to deposit an amount of Rs. 3,94,99,355/- inclusive of interest and other charges in the account of registry of LCLT, which was the claim amount of the informant against guarantor. It is pointed out that guarantor as well as borrower both are the beneficiaries of the money wrongfully and unlawfully taken from the O.P. No. 2/informant, proprietor of M/s Shauryainsta Container Leasing Pvt. Ltd. as the amount was taken in the account of petitioners' borrower company and, moreover, Dubai celebrity match was promoted under the brand name of Aranca (guarantor).

15. Learned counsel relied upon the legal report of Hon'ble Supreme Court as available through **Neeharika Infrastructure Private Limited Vs State of Maharashtra**



& Others reported through **AIR 2021 (SC) 1918 = (2021) 19 SCC 401.**

16. Having heard learned counsel for the petitioners and learned counsel for the informant/opposite party no. 2, and on careful perusal of the record, it appears that vide order dated 06.10.2023, this Court had stayed the entire proceeding arising out of the instant case, where it was recorded that initially a complaint case No. 2021/2019 was filed by the O.P. No. 2, which stood dismissed vide order dated 10.07.2020. Against said order, Criminal Revision No. 139/2020 was preferred, which was also dismissed vide order dated 18.08.2023. It is relevant to state here that the petitioners had entered into a MOU dated 09.01.2017, whereby the O.P. No. 2 had advanced Rs. 1 Crore as an investment money in the project of celebrity football match to M/s Mehar Miracles Pvt. Ltd., where petitioners had already repaid Rs. 28,60,000/-, which is recorded in the order dated 10.07.2020 as passed by learned CJM, Muzaffarpur. Thereafter, by knowing fully that the dispute is purely of civil nature, the O.P. No. 2 was paid an amount of Rs.



3,94,99,355/- by Aranca Mumbai Officials, which was forfeited from the shares of the petitioner no. 1, consequently, O.P. No. 2 was paid a total sum of Rs. 4,23,59,355/-.

17. It appears from perusal of the copy of visa and flight tickets of the petitioners, this court finds that petitioners were travelling to London between 29.12.2016 and returned to India only on 07.01.2017, therefore, the submission of the O.P. No. 2 is not correct that petitioners were present at Muzaffarpur between 01.01.2017 and 07.01.2017.

18. It would be apposite to reproduce para 102 of

Bhajan Lal case (supra), which reads as under:

'102. In the backdrop of the interpretation of the various relevant provisions of the Code under Chapter XIV and of the principles of law enunciated by this Court in a series of decisions relating to the exercise of the extraordinary power under Article 226 or the inherent powers under Section 482 of the Code which we have extracted and reproduced above, we give the following categories of cases by way of illustration wherein such power could be exercised either to prevent abuse of the process of any court or otherwise to secure the ends of justice, though it may not be possible to lay down any precise, clearly defined and sufficiently channelised and inflexible guidelines or rigid formulae and to give an exhaustive list of myriad kinds of cases wherein such power should be exercised.

(1) Where the allegations made in the first information report or the complaint, even if they are taken at their face value and accepted in their entirety do not prima facie constitute any offence or



make out a case against the accused.

(2) Where the allegations in the first information report and other materials, if any, accompanying the FIR do not disclose a cognizable offence, justifying an investigation by police officers under Section 156(1) of the Code except under an order of a Magistrate within the purview of Section 155(2) of the Code.

(3) Where the uncontroverted allegations made in the FIR or complaint and the evidence collected in support of the same do not disclose the commission of any offence and make out a case against the accused.

(4) Where, the allegations in the FIR do not constitute a cognizable offence but constitute only a non-cognizable offence, no investigation is permitted by a police officer without an order of a Magistrate as contemplated under Section 155(2) of the Code.

(5) Where the allegations made in the FIR or complaint are so absurd and inherently improbable on the basis of which no prudent person can ever reach a just conclusion that there is sufficient ground for proceeding against the accused.

(6) Where there is an express legal bar engrafted in any of the provisions of the Code or the Act concerned (under which a criminal proceeding is instituted) to the institution and continuance of the proceedings and/or where there is a specific provision in the Code or the Act concerned, providing efficacious redress for the grievance of the aggrieved party.

(7) Where a criminal proceeding is manifestly attended with mala fide and/or where the proceeding is maliciously instituted with an ulterior motive for wreaking vengeance on the accused and with a view to spite him due to private and personal grudge.”

19. In view of aforesaid legal and factual discussion as opposite party no. 2, received Rs. Rs. 4,23,59,355/- from the accused persons on behalf of M/s Aranca Pvt. Ltd. where



petitioner no. 1 was the CEO and major shareholder of the company, nothing survives in the matter. Moreover, the FIR against other accused persons already quashed by one of the learned coordinate Bench of this Court, as discussed aforesaid, accordingly, by taking legal ratio as available through observation No. 3, 5 & 7 of para **102** of **Bhajan Lal Case (supra)**, present case i.e. Muzaffarpur Sadar P.S. Case No. 44 of 2023, pending in the court of learned Chief Judicial Magistrate, Muzaffarpur, is hereby quashed and set aside with all its consequential proceeding *qua* above-named petitioners, if any.

20. Accordingly, application stands allowed.

21. Let a copy of this judgment be sent to the court concerned for its compliance.

(Chandra Shekhar Jha, J)

Rajeev/-

AFR/NAFR	AFR
CAV DATE	NA
Uploading Date	27.06.2025
Transmission Date	27.06.2025

