



From the desk of

**KAMAL AGARWAL**



703 Sankalp Mistry Complex  
8601 Park Lane #313

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\*\*\*\*\*

May 12<sup>th</sup> 2026

To,

**Shri Nishit Ji Mishra I.P.S.**

Joint Commissioner of Police – E.O.W. Mumbai  
Mumbai Police Commissionerate

**Shri SangramSinh Ji Nishandar I.P.S.**

Deputy Commissioner of Police – E.O.W. Mumbai  
Mumbai Police Commissionerate

**Shri Ganesh Pawar Ji**

Senior Inspector of Police – General Cheating  
Economic Offences Wing – Mumbai Police

**In the matter of E.O.W. B Summary**

**v/s Unknown Person**

**MECR #03/2016**

**MISC/0001925/2018**

**CNR #MHMM110045712018**

**RE: Requesting investigation, arrest, charge-sheet &  
prosecution of the following accused in serious crimes u/s  
381, 465, 468, 471, 408, 420, 467 read with Section 120(B)  
and others as appropriate of the I.P.C.:**

- 1. Mr. Ravindra Anand Agrawal** +91 9867279394  
*203, 2nd Floor, Finswell Building, Sakore Nagar,  
Viman nagar Pune 411014*
- 2. Mr. Deepak Satish Agrawal**  
*Residing at B/23, Skylark Apartment,  
Near Shivranjani Cross Road, Satellite, Ahmedabad – 380015*
- 3. MR. VIMAL AGRAWAL** +91 93421 37351  
*Resident of B306, Sai Krupa Elite, Doddenkundi,  
Fern City Rd, Marathahalli, Bengaluru 560037*
- 4. MR. GIRISH AGRAWAL** +91 9311701121  
*Resident of A40 Kewal Kunj Apt, Sector 13, Rohini, New Delhi 110085*
- 5. Mr. PRASHANT JAIN** +91 816 955 4787  
*Office at A-501, Shanti Heights, Plot #2,3, 9B/10, Sector 11,  
Koparkhairane, Navi Mumbai 400709*



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Dear Sirs',

1. In my F.I.R. in 2016, I had very clearly apprised EOW, on multiple occasions, that afore mentioned accused have illegal access to my company's accounts, property documents, data & other valuable assets.
2. **Because of failure of the then Investigating officer, in performing his duties, massive scam has unfolded, involving a total of Rs. 30 Crores so far, in the last 10+ years, by afore mentioned accused.**
3. **It is submitted that, due to failure of the then I.O. in conducting his duties, a clear siphoning of Rs. 5,47,38,644/- was conducted by the accused Ravindra Anand Agrawal, Anand Agrawal, Satish Agrawal and Arun Agrawal, of funds from company i.e. M/S Supreme Transport Organisation Pvt Ltd's account in Bank of Baroda, directly to their own personal accounts!**
4. **Annexure - 1 is a copy of all the orders of Honorable Bombay High Court, from recovery suite #26689 of 2021, pending for recovery of Rs. Rs. 5,47,38,644/- against accused Ravindra Anand Agrawal, Anand Agrawal, Satish Agrawal and Arun Agrawal, along with petition, reply and rejoinder copies, for your perusal.**
5. **It is submitted that due to failure of the I.O. in conducting his duties, accused Mr. Deepak Satish Agrawal, illegally transferred company's property i.e. M/S Supreme Transport Organisation Pvt Ltd's property worth Rs. 7 Crores, from company's name, to his name!**
6. **It is submitted that a seperate F.I.R. u/s 120(B), 420, 415, 417, 418, 423, 425, 426, 427, 463, 464, 465, 466, 467, 468, 471, 474, 13/2, 199, 200, 34 and others of I.P.C. had to be registered in Chawni Police Station of Malegaon, District Nashik, against accused Deepak Satish Agrawal, Suman Satish Agrawal, Tanushree Mohit Gupta, & others, who were hands in gloves of each other in this fraud. Annex 2 is a copy of the F.I.R.**
7. It is submitted that anticipatory bails of all the accused were rejected in this serious F.I.R. by Honorable Sessions Court in Malegaon. Only after that the accused immediately cancelled/reversed the registration, transfer & mutation of the company's property, back to the name of company i.e. Supreme Transport Organisation Pvt Ltd. Annexure 3 is copy of the anticipatory bail rejection orders.
8. **Annexure 4 is a copy of the orders of the Honorable Bombay High Court, in the same F.I.R. against accused registered at Malegaon for property fraud, WHICH COULD HAVE BEEN VERY WELL PREVENTED AND AVOIDED IF THE I.O. WOULD HAVE DONE HIS DUTY APPROPRIATELY.**



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**9. It is submitted that another F.I.R. came to be registered at Sahar Police Station, for another fraud of Rs. 6,27,36,201/- siphoned off from company's accounts and other accounts, which could have been very well prevented and avoided, if the I.O. would have done his duties appropriately.**

**10. Annex 5 is copy of the F.I.R. #155/2023 of Sahar Police Station against 11 accused u/s 408, 409, 420, 477-A, 120(b), 34 & others of I.P.C., where again anticipatory bails of most of the accused, bails of accused who were arrested WERE REJECTED by Hon'ble Sessions Court at Dindoshi Mumbai.**

**11. It is hereby submitted that due to failure of the I.O. in perusing this F.I.R. and doing his duties, a total of Rs. 11,74,74,845/- has been siphoned off by all the accused, their relatives and friends from company's accounts.**

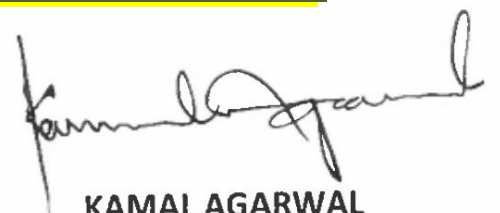
12. Annexure 6 is a copy of the notice & subsequently order, issued by the District Administration in Balotara, Rajasthan, where again the accused Anand Agrawal, Satish Agrawal and others, have siphoned off 3 more properties of the company, in similar fashion like Malegaon.

13. It is hereby submitted that similar fraud has been conducted in 2 more properties of the company in PALI, RAJASTHAN.

**14. It is hereby submitted that accused Mr. Vimal Agrawal and Mr. Girish Agrawal, who have been primary accused in the F.I.R. #155 of 2023 of Sahar Police Station for a fraud of Rs. 6.27 Crores, have taken illegal possession of company's property documents at BENGALURU & DELHI. Annex-7 is a copy of the minutes of meeting which confirms such illegal possession of company's property documents by the accused.**

**15. HENCE IT IS MY REQUEST TO YOU NOW, TO HAVE AN APPROPRIATE INVESTIGATING OFFICER, THE BEST OF YOUR E.O.W. WHO WITHOUT BEING BIAS, BEING FAIR - INVESTIGATE THOROUGHLY, FRAUD CONDUCTED IN PALI & BALOTARA IN RAJASTHAN + BENGALURU + DELHI BY ALL AFORE MENTIONED ACCUSED - IN EXACTLY SIMILAR FASHION AFORE MENTIONED LIKE MALEGAON & others.**

**16. KINDLY PROCEED WITH ARRESTS OF AFORE MENTIONED ACCUSED, AFTER SATISFIED INVESTIGATION, PROSECUTE THEM AS PER LAW.** Thank you. Sincerely,



KAMAL AGARWAL

9870811224

**IN THE COURT OF THE LEARNED ADDITIONAL CHIEF  
METROPOLITAN MAGISTRATE, 47TH COURT,  
ESPLANADE, MUMBAI  
CRIMINAL MISCELLANEOUS APPLICATION NO. \_\_\_\_\_  
OF 2026**

**(ARISING OUT OF EOW MECR NO. 03/2016)**

Mr. Kamal Agarwal ... Complainant

Versus

Mr. Ravindra Anand Agrawal & Ors. ... Accused

AND

The State of Maharashtra Through  
the Investigating Officer, ... Respondent

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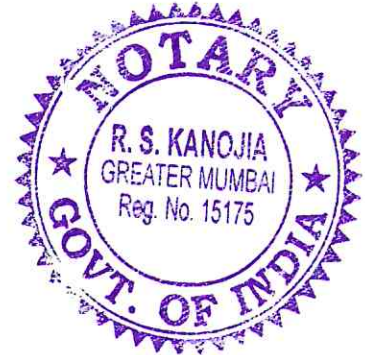
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**IN THE COURT OF THE LEARNED ADDITIONAL CHIEF  
METROPOLITAN MAGISTRATE, 47TH COURT,  
ESPLANADE, MUMBAI  
CRIMINAL MISCELLANEOUS APPLICATION NO. \_\_\_\_\_  
OF 2026  
(ARISING OUT OF EOW MECR NO. 03/2016)**

  
~~OR 464 OF 2024~~

**IN THE MATTER OF:**

Mr. Kamal Agarwal Son of Late )  
Shri Nagarmal Dabriwala, )  
aged about 60 years, Residing at 901, )  
Bikaner Bhavan, J.B. Nagar, )  
Andheri (East), Mumbai. )



...COMPLAINANT / PROTESTOR

**VERSUS**

1. Mr. Ravindra Anand Agrawal Residing )  
at #233, Kalpataru Pinnacle, )  
Opposite Inorbit Mall, Goregaon (West), )  
Mumbai – 400 104. )



2

2.Mr. Deepak Satish Agrawal Residing at )  
B/23, Skylark Apartment, Near Shivranjani )  
Cross Road, Satellite, Ahmedabad – 380015.)

3.Mr. Nilesh Ramniranjan Nevatia )  
Residing at B/202, Jeevan Vijay Building, )  
Chakala, Andheri (East), Mumbai – 400059.)

4.Mr. Parag Ramniranjan Nevatia )  
Residing at B/202, Jeevan Vijay Building, )  
Chakala, Andheri (East), Mumbai – 400059.)

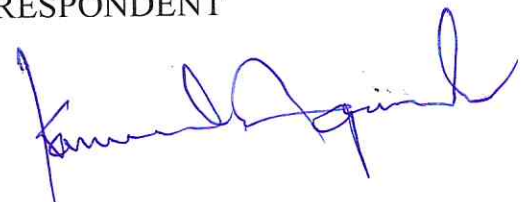
5.Mr. Manoharan alias Manoj Mudaliyar )  
Residing at A Wing, Saya Park, First Floor, )  
Khare Gaon, Kalwa (West), Mumbai. )

...ACCUSED PERSONS

**AND**

The State of Maharashtra Through )  
the Investigating Officer, )  
Economic Offences Wing (EOW), )  
Mumbai. )

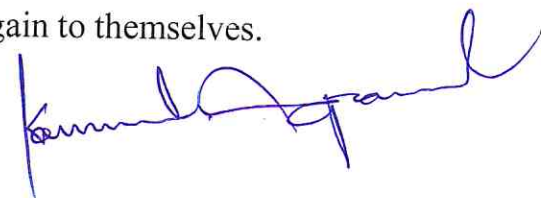
)...RESPONDENT



**PROTEST PETITION CHALLENGING THE 'B' SUMMARY REPORT FILED BY THE ECONOMIC OFFENCES WING, MUMBAI UNDER SECTION 173 OF THE CODE OF CRIMINAL PROCEDURE, 1973**

**MOST RESPECTFULLY SHOWETH:**

- 1) The Complainant/Protestor above-named most respectfully submits this Protest Petition against the 'B' Summary Report dated \_\_\_\_\_ filed by the Respondent, seeking closure of the investigation in EOW MECR No. 03/2016, registered for offences punishable under Sections 381, 465, 468, 471, 408, 420, 467 read with Section 120(B) of the Indian Penal Code, 1860.
- 2) That the present First Information Report (FIR) was registered on the complaint of Mr. Kamal Aggarwal, the Chairman & Managing Director of M/s Supreme Transport Organisation Pvt. Ltd., against the accused persons, who are his relatives and former employees/associates of the company.
- 3) That the accused persons, in a pre-planned criminal conspiracy, abused their position of trust and access to confidential company information to cause wrongful loss to the Complainant's company and wrongful gain to themselves.



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- 4) That the primary allegation is that the accused persons incorporated a new entity with a deceptively similar name, "M/s Supreme Freightway Carriers", and falsely represented it as a sister concern of the Complainant's company to a long-standing and valuable client, M/s Windar Renewable Energy Pvt. Ltd. By doing so, they fraudulently diverted a high-value contract worth Rs. 9,26,22,500/- to their own entity.
- 5) That in furtherance of their conspiracy, the accused persons also committed theft of crucial statutory and non-statutory company documents, including 21 registers and original property papers valued at over Rs. 5 Crores.
- 6) That the accused persons, particularly Accused No. 1 and 5, criminally misappropriated and hijacked the entire IT infrastructure of the Complainant's company, including its website, domain hosting, email IDs, and control panels, thereby gaining unauthorized access to sensitive commercial data and crippling the company's operations.
- 7) That the accused persons further siphoned off company funds by directly collecting payments from numerous other clients of the company, amounting to several crores, by submitting forged and fake invoices. Detailed evidence of the same,

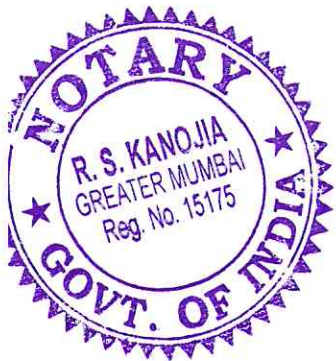


*[Handwritten signature]*

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including lists of over 300 customers and outstanding amounts totaling over Rs. 7.97 Crores, was submitted to the investigating agency.

- 8) That the Investigating Officer, instead of conducting a fair and impartial investigation into these grave and specific allegations supported by documentary evidence, has conducted a perfunctory, biased, and shoddy investigation, completely ignoring the overwhelming evidence against the accused.
- 9) That the Investigating Officer has filed a 'B' Summary Report recommending closure of the case on flimsy and untenable grounds, such as treating the entire criminal conspiracy as a mere "family dispute" and wrongly focusing on an irrelevant email, while conveniently overlooking the substantive offences of forgery, cheating, criminal breach of trust, and theft.
- 10) That the said 'B' Summary Report is a result of a non-application of mind, is contrary to the facts on record, and is a manifest failure of justice, necessitating the intervention of this Hon'ble Court.



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## GROUNDS

The Complainant challenges the 'B' Summary Report on the following, amongst other, grounds:

- a) It is submitted that the investigation conducted by the Economic Offences Wing is utterly perfunctory, one-sided, and biased. The Investigating Officer (I.O.) has acted not as an investigator but as an adjudicator, giving conclusive findings on disputed questions of fact and law, which is exclusively the domain of this Hon'ble Court during trial. The entire approach of the I.O. has been to find excuses to exonerate the accused rather than to unearth the truth behind a large-scale corporate fraud.
- b) It is submitted that the I.O. has grossly erred in concluding that no offence of forgery or cheating is made out. The very act of the accused persons creating a new entity "Supreme Freightway Carriers," a name deceptively similar to the Complainant's established company "Supreme Transport Organisation Pvt. Ltd.," and thereafter approaching a long-standing client, M/s Windar Renewable Energy Pvt. Ltd., to divert a contract worth over Rs. 9 Crores by misrepresenting their entity as a "sister concern" is a textbook case of cheating



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7

by impersonation under Section 416 IPC and forgery for the purpose of cheating under Section 468 IPC. The I.O. has completely ignored the statement of Mr. Sanjay Padaria of M/s Windar, who was clearly misled by this deception.

c) It is submitted that the I.O. has deliberately created a red herring by focusing on an alleged forgery of an email by the Complainant's son. The origin of the complaint is the fraudulent diversion of the business contract, a fact which is admitted and established on record. How the Complainant came to know of this fraud is entirely irrelevant to the commission of the offence by the accused. The I.O. has used this peripheral issue to divert attention from the core of the criminal conspiracy and to give a clean chit to the accused, which is a perverse and untenable line of reasoning.

d) It is submitted that the I.O. has abdicated his statutory duty to investigate the theft of 21 crucial statutory registers and original property documents valued at over Rs. 5 Crores. The I.O.'s justification for closing this line of inquiry—that the Complainant failed to ensure service of summons on a key witness, Mr. Nekiram Laxmanram Chaudhary—is absurd and illegal. It is the fundamental duty of the police to trace and



*[Handwritten signature]*

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examine witnesses and collect evidence, not to shift this burden onto the Complainant. This demonstrates a clear intent to protect the accused from the serious charge of theft and criminal breach of trust.

e) It is submitted that the I.O. has completely failed to investigate the large-scale siphoning of funds from over 300 clients of the Complainant's company. The Complainant submitted detailed annexures (Annexure I, II, and III) with a list of customers and outstanding amounts totaling Rs. 7,97,23,757.92, which were fraudulently collected by the accused. Instead of conducting a forensic audit of the bank accounts of the accused and their entities, the I.O. cursorily recorded the statements of a handful of individuals and summarily concluded that no evidence was found. This is a gross dereliction of duty in a case involving serious economic offences.

f) It is submitted that the I.O.'s finding on the misappropriation of the insurance claim of Rs. 1,29,60,311/- is superficial and misleading. The allegation was not merely about the deposit of the amount into the company's account but about its subsequent misappropriation by Accused No. 1, Ravindra

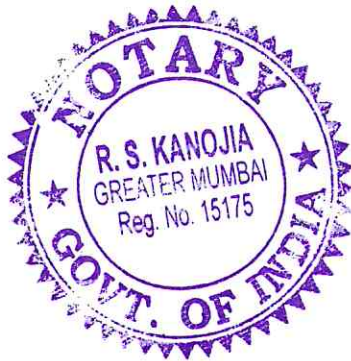


*Ravindra*

Agrawal, for his personal use. The I.O. failed to trace the end use of these funds and closed the inquiry simply by noting that the transaction was reflected in the company's audit, which does not absolve the accused of the offence of criminal breach of trust if the funds were later siphoned off.

g) It is submitted that the I.O. has completely ignored the grave allegation of the accused hijacking the company's entire IT infrastructure, including its website, domain, email servers, and control panels, with the active connivance of Accused No. 5, Manoj Mudaliyar. This act of data theft and unauthorized access under the IT Act gave the accused unfettered access to confidential client data, trade secrets, and communications, which they used to perpetrate the fraud. The 'B' Summary Report is conspicuously silent on any technical investigation conducted in this regard, exposing the shallow nature of the probe.

h) It is submitted that the I.O. has erroneously classified the matter as a "family dispute" to trivialize the gravity of the criminal offences. It is a settled position of law that the existence of a civil remedy or a familial relationship between the parties does not act as a bar to criminal prosecution if the facts prima facie disclose the commission of cognizable

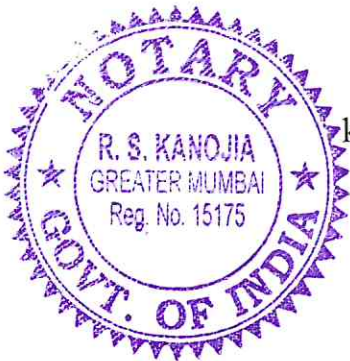


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offences. The acts of forgery, cheating, theft, and criminal breach of trust are not civil wrongs but serious crimes against society, and the I.O. has erred in law by recommending closure on this ground.

- i) It is submitted that, due to failure of the I.O. in conducting his duties, a clear siphoning of Rs. 5,47,38,644/- was conducted by the accused Ravindra Anand Agrawal, Anand Agrawal, Satish Agrawal and Arun Agrawal, of funds from company i.e. M/S Supreme Transport Organisation Pvt Ltd's account in Bank of Baroda, directly to their own personal accounts.
- j) Annexure - 1 is a copy of all the orders of Honorable Bombay High Court, from recovery suite #26689 of 2021, pending for recovery of Rs. Rs. 5,47,38,644/- against accused Ravindra Anand Agrawal, Anand Agrawal, Satish Agrawal and Arun Agrawal, of funds of M/S Supreme Transport Organisation Pvt Ltd's account in Bank of Baroda, directly to their own personal accounts.
- k) It is submitted that due to failure of the I.O. in conducting his duties, accused Mr. Deepak Satish Agrawal, successfully transferred company's property i.e. M/S Supreme Transport



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Organisation Pvt Ltd's property worth Rs. 7 Crores, from company's name, to his name, in illegal manner.

- l) It is submitted that a seperate F.I.R. u/s 120(B), 420, 415, 417, 418, 423, 425, 426, 427, 463, 464, 465, 466, 467, 468, 471, 474, 13/2, 199, 200, 34 and others of IPC had to be registered in Chawni Police Station of Malegaon, District Nashik, Maharashtra, against accused Deepak Satish Agrawal, Suman Satish Agrawal, Tanushree Mohit Gupta, Talathi and Registrar, who were hands in gloves of each other in this fraud. Annexure 2 is a copy of the F.I.R.
- m) It is submitted that anticipatory bails of all the accused were rejected in this serious F.I.R. by Honorable Sessions Court in Malegaon. Only after that the accused immediately cancelled/reversed the registration, transfer & mutation of the company's property, back to the name of company i.e. Supreme Transport Organisation Pvt Ltd. Annexure 3 is copy of the anticipatory bail rejection orders.
- n) Annexure 4 is a copy of the orders of the Honorable Bombay High Court in the same F.I.R. against accused registered at Malegaon for property fraud, which could have been very

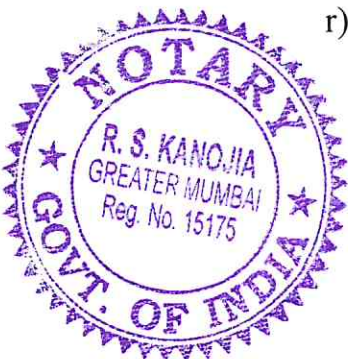


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well prevented and avoided if the I.O. would have done his duty appropriately.

- o) It is submitted that another F.I.R. came to be registered at Sahar Police Station, for another fraud of Rs. 6,27,36,201/- siphoned off from company's accounts and other accounts, which could have been very well prevented and avoided, if the I.O. would have done his duties appropriately.
- p) Annexure 5 is copy of the F.I.R. #155/2023 of Sahar Police Station against 11 accused u/s 408, 409, 420, 477-A, 120(b), 34 and others of the I.P.C., where again anticipatory bails of most of the accused and bails of the accused who were arrested by Honorable Sessions Court at Dindoshi Mumbai.
- q) It is hereby submitted that due to failure of the I.O. in perusing this F.I.R. and doing his duties, a total of Rs. 11,74,74,845/- has been siphoned off by all the accused, their relatives and friends from company's accounts.
- r) Annexure 6 is a copy of the notice issued by the District Administration in Balotara, Rajasthan, where again the accused Anand Agrawal, Satish Agrawal and others, have siphoned off 3 more properties of the company, in similar fashion like Malegaon, afore mentioned. If the I.O. would



*[Handwritten signature]*

have done his duty appropriately, there would have been no need to pursue the local administration in Balotara Rajasthan for this serious fraud and crime.

- s) It is hereby submitted that similar fraud has been conducted in 2 more properties of the company in PALI, RAJASTHAN, where the E.O.W. would be required to investigate thoroughly, fraud conducted by the accused in exactly similar fashion afore mentioned like Malegaon and Balotara.
- t) It is hereby submitted that cousins, relatives of the accused Mr. Vimal Agrawal and Mr. Girish Agrawal, who have been primary accused in the F.I.R. #155 of 2023 of Sahar Police Station for a fraud of Rs. 6.27 Crores, have taken illegal possession of company's property documents at Bengaluru, Karnataka and Delhi. Annexure 7 is a copy of the minutes of meeting which confirms such illegal possession of company's property documents by the accused.
- u) It is hereby submitted that the accused Vimal Agrawal have sold/transferred company's 5 vehicles in their name, in similar fashion of property fraud at Malegaon, Balotara, Pali and others, which could have been avoided and prevented, if



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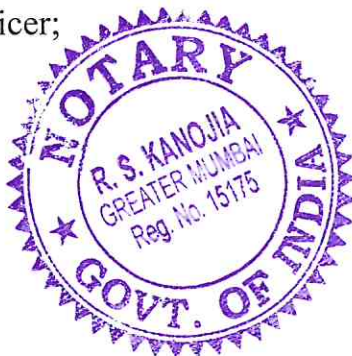
the I.O. would have acted swiftly and conducted fair investigation in the subject MECR.

- v) Annexure 8 is a copy of the complaint addressed to DCP Whitefield, Bengaluru, which clearly states the fraud conducted with company's property, due to failure of the I.O. in doing his job in this MECR.

### PRAYER

In light of the aforesaid facts, grounds, and circumstances, it is most humbly and respectfully prayed that this Hon'ble Court may be graciously pleased to:

- a) Reject the 'B' Summary Report dated \_\_\_\_\_ filed by the Economic Offences Wing, Mumbai, in EOW MECR No. 03/2016, as it is perverse, contrary to the facts on record, and bad in law;
- b) Order further investigation into the matter under Section 173(8) of the Code of Criminal Procedure, 1973, by a senior officer of the Respondent agency or any other independent agency, with a specific direction to investigate the aspects overlooked by the previous Investigating Officer;



*[Handwritten signature]*

c) Pass any other or further order(s) as this Hon'ble Court may deem fit and proper in the interest of justice, equity, and good conscience.

Pinaz Contractor

Advocate for the Complainant

~~COMPLAINANT~~

**VERIFICATION**

I, Kamal Agarwal, son of Late Shri Nagarmal Dabriwala, the Complainant/Protestor abovenamed, of Mumbai, Indian inhabitant, having my address at 901, Bikaner Bhawan, Opp jain Temple, J.B. Nagar, Andheri (E), Mumbai 400059 do hereby on solemn affirmation say that whatever is contents of the above Protest Petition from paragraphs 1 to the end, including the Synopsis, List of Dates, and Grounds, are true and correct to the best of my knowledge, information, and belief, and that nothing material has been concealed therefrom.

Solemnly affirmed at Mumbai )

This <sup>4<sup>th</sup></sup> day of May, 2026

before me

Pinaz Contractor

*Kamal Agarwal*

Advocate for the Complainant



**R. S. KANOJIA**  
M.A.L.L.B.  
ADVOCATE & NOTARY (GOVT. OF INDIA)  
Reg. No. 15175  
NEAR HANUMAN MANDIR  
RAMLILA MAIDAN, MARO PIPELINE,  
A.K. ROAD AN-11/FRI/EAST MUMBAI-400059





16

IN THE COURT OF THE LEARNED ADDITIONAL CHIEF  
METROPOLITAN MAGISTRATE, 47TH COURT,  
ESPLANADE, MUMBAI  
CRIMINAL MISCELLANEOUS APPLICATION NO. \_\_\_\_\_  
OF 2026  
(ARISING OUT OF EOW MECR NO. 03/2016)

~~IN~~  
~~CR 464 OF 2017~~

Mr. Kamal Agarwal ... Complainant / Protestor

Versus

Mr. Ravindra Anand Agrawal & Ors. ... Accused

AND

The State of Maharashtra ... Respondent



**AFFIDAVIT IN SUPPORT**

I, Kamal Agarwal, son of Late Shri Nagarmal Dabriwala, the Complainant/Protestor abovenamed, of Mumbai, Indian inhabitant, having my address at 901, Bikaner Bhawan, Opp jain Temple, J.B. Nagar, Andheri (E), Mumbai 400059 do hereby on solemn affirmation say as under:

1. I am making this affidavit in support of the Application. I repeat and reiterate all that is stated by me in the said

*Kamal Agarwal*

17

Application. I say that all the averments made therein are true and correct.

2. I say that I have disclosed all that is relevant and material for the purpose of the said Application.

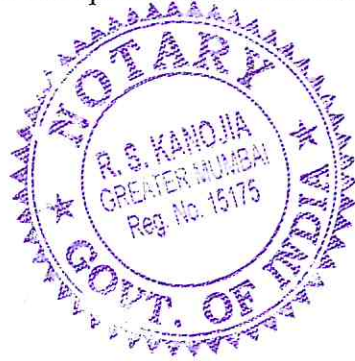
Solemnly affirmed at Mumbai )

On this 5<sup>th</sup> day of May, 2026. )

~~Before me,~~

Pinaz Contractor

Advocate for the Complainant / Protestor



*[Handwritten signature]*  
complainant



*[Handwritten signature]*  
R. S. KANOJIYA  
ADVOCATE & NOTARY (GOVT. OF INDIA)  
Reg. No. 15175  
NO. 3 HANUMAN MANDIR  
KAMLILA MAIDAN, MAROL PIPE LINE,  
A.K. ROAD ANDHERIEAST, JUBIL-400059

Before : Anil H. Laddhad,  
Prothonotary & Senior Master  
Date : 16<sup>th</sup> March, 2026

**FOR DIRECTION :**

1 S/436/2023 ) None present for the plaintiff.  
with )  
connected matter ) Ms. Mrinmayi Mule i/b. Rakeshkumar Singh,  
) Advocate for defendant no. 1.  
)  
) P.C.: It appears from record that plaintiff no. 2 filed  
) Application for deleting name of plaintiff no.  
) 1, which is pending.  
)  
) On 11.07.2025, the plaintiff was directed to  
) take steps to serve defendants with Writ of  
) Summons. But till date, there is no  
) compliance of said order. The plaintiff no. 2 is  
) directed to comply aforesaid Order till next  
) date, failing necessary orders will be passed.  
) Office to issue fresh Writ of Summons, if  
) required.  
)  
) Stand over to 20.04.2026.

Date : 16.03.2026

Prothonotary and Senior Master

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signed by  
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VIJAY  
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Date:  
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14

Before : Anil H. Laddhad,  
Prothonotary & Senior Master  
Date : 23<sup>rd</sup> February, 2026

**FOR DIRECTION :**

4 S/436/2023 ) Ms. Nishi Singhvi i/b. Akash Kawade,  
with ) Advocate for plaintiff no. 2.  
connected matter )  
) Mr. Janak Upadhyay i/b. Rakesh Kumar Singh,  
) Advocate for defendant no. 1.  
)  
) PC.: Ld. Advocate appearing for plaintiff no. 2  
) made a statement that she has instructed to  
) file Vakalatnama for plaintiff no. 2. Statement  
) is accepted.  
)  
) Interim Application for deleting name of  
) plaintiff no. 1 is pending.  
)  
) Stand over to 16.03.2026.

Date : 23.02.2026

Prothonotary and Senior Master

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20

Before : Anil H. Laddhad  
Prothonotary and Senior Master

Date : 29<sup>th</sup> January, 2026

**CALLED FOR DIRECTIONS** :

5. S/436/2023 ) None present  
with connected )  
matters )  
PC. : Today none present on behalf of Plaintiff.  
Hence, matter is adjourned to 23.02.2026.

Date : 29.01.2026

Prothonotary & Senior Master

21



Before : Anil H. Laddhad,  
Prothonotary & Senior Master  
Date : 08<sup>th</sup> January, 2026

**SECTION :**

2 S/436/2023 ) None present for the plaintiff.  
with )  
connected matter ) Ms. Ankita Pandey i/b. Rakesh Kumar Singh,  
) Advocate for defendant no. 1.  
)  
) P.C.: Since none present for the plaintiff, stand over  
) to 29.01.2026.  
)  
) Later on, Captain Ammeet Agarwal, plaintiff  
) no. 2 appeared in-person and mentioned the  
) matter. He is apprised about adjournment of  
) the matter.

Date : 08.01.2026

Prothonotary and Senior Master

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RAJEEV  
VIJAY  
ACHARYA  
Date:  
2026.01.09  
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22

Before : Anil H. Laddhad  
Prothonotary and Senior Master

Date : 13<sup>th</sup> November, 2025

**FOR DISMISSAL :**

1. S/436/2023  
with connected matters

) Mr. Rohit Lalwani, Advocate for contesting  
) Defendant No. 2

) Mr. Amit K. Agarwal, Plaintiff No. 2 present in  
) person

) P.C. : In view of pendency of Interim Application  
) No. 5033 of 2025, stand over to 08.01.2026.  
) Plaintiff No. 2 furnished copy of Interim  
) Application to Ld. Advocate for contesting  
) Defendant No. 2.

) Later on, Mr. Krunal Dhale a/w. Ms. Ankita Pandey  
) i/b. Mr. Rakesh Kumar Singh, Advocate for  
) Defendant appeared and he is appraised of the  
) order and adjourned date.

) Stand over to 08.01.2026, for Directions.

Date : 13.11.2025

Prothonotary & Senior Master

Before : Anil H. Laddhad  
Prothonotary and Senior Master

Date : 25<sup>th</sup> September, 2025

**FOR DISMISSAL :**

2. S/436/2023  
with connected matters

) Ms. Janhavi Mane i/b. Ms. Harshali Gupte,  
) Advocate for Plaintiff  
)  
) Mr. Faiyaz Khan, Advocate for Defendant No. 2  
)  
) P.C. : Ld. Advocate for Plaintiff made a statement  
) that she has filed Interim Application for deleting  
) the name of Plaintiff No. 1 from the cause-title.  
) Statement is accepted.  
)  
) Stand over to 13.11.2025.

Date : 25.09.2025

Prothonotary & Senior Master



MISSAL :

1. S/436/2023  
with connected matters

) None present for Plaintiff  
) Mr. Rohit Lalwani, Advocate for Defendant No. 2  
)  
) P.C. : On last occasion, Ld. Advocate for Plaintiff  
) No. 2 made a statement that she will take steps to  
) delete the name of Plaintiff No. 1 from cause title.  
) Till date, no steps have been taken. It further  
) appears that office objections on Interim  
) Application (L) No. 26692 of 2021 have not been  
) removed.  
)  
) It seems that Plaintiff is not interested in  
) prosecuting the matter. Hence, dismissed for non  
) prosecution.  
)  
) Later on, Ms. Janhavi Mane i/b. Harshali Gupte,  
) Advocate for Plaintiff appeared and made a  
) statement that due to her ill health, she was unable  
) to take appropriate steps to delete the name of  
) Plaintiff No. 1 from cause title. She undertakes to  
) take steps within two weeks and serve the same  
) upon Advocate for other side. Statement /  
) undertaking is accepted.  
)  
) In view of above, order of dismissal of Suit is  
) recalled. Adjourned to 25.09.2025. In the  
) meantime, Plaintiff to remove office objections on  
) the **Interim Application (L) No. 26692 of 2021** and  
) get the same numbered and / or registered.

Date : 04.09.2025

Prothonotary & Senior Master

25



**MISSAL :**

Before : Anil H. Laddhad,  
Prothonotary & Senior Master  
Date : 12<sup>th</sup> August, 2025

1 S/436/2023 )  
with )  
connected matter )  
)  
)  
)  
)  
)  
)  
)  
)  
)

Ms. Harshali Gupte, Advocate for plaintiff no. 2.  
Ms. Ankita Pandey i/b. Rakesh Singh, Advocate for respondent.

P.C.: Ld. Advocate for plaintiff no. 2 made a statement that she has to take steps to delete name of plaintiff no. 1 from Cause-Title. Statement is accepted.

By way of last chance, time is granted to the plaintiff no. 2 as prayed till next date.

Stand over to 04.09.2025.

Date : 12.08.2025

Prothonotary and Senior Master

Digitally signed by RAJEEV VIJAY ACHARYA Date: 2025.08.13 11:20:20 +0530



Before : Anil H. Laddhad,  
Prothonotary & Senior Master  
Date : 05<sup>th</sup> August, 2025

**MISSAL :**

1 S/436/2023 )  
with )  
connected matter )

Ms. Harshali Gupte, Advocate for plaintiff no. 2.

PC.: Ld. Advocate for plaintiff no. 2 on instructions, informed that she has filed Vakalatnama for plaintiff no. 2. Ld. Advocate is seeking one week time to take necessary steps.

By way last chance, time is granted as prayed till next date, failing necessary orders will be passed.

Stand over to 12.08.2025.

In the meantime, the plaintiff to remove office objections on **Interim Application (L) No. 26692/2021** and get the same registered and/or numbered till next date, failing Application to stand rejected for non-compliance of office objections under O.S.Rule 986.

Date : 05.08.2025

Prothonotary and Senior Master

Digitally signed by RAJEEV VIJAY ACHARYA Date: 2025.08.06 10:48:30 +0530

27



Before : Anil H. Laddhad,  
Prothonotary & Senior Master  
Date : 25<sup>th</sup> July, 2025

SECTION :

4	S/436/2023	)	None present.
	with	)	
	connected matters	)	P.C.: Since none present for the plaintiff, office to
		)	list matter under caption 'Dismissal' on next
		)	date.
		)	
		)	Stand over to 05.08.2025.
		)	
		)	In the meantime, the applicant/plaintiff to
		)	remove office objections on <b>Interim</b>
		)	<b>Application (L) No. 26692/2021</b> till next date,
		)	failing office to list Application under caption
		)	'Rejection'.

Date : 25.07.2025

Prothonotary and Senior Master

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25/07/25  
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28

Before : Anil H. Laddhad  
Prothonotary and Senior Master

Date : 11<sup>th</sup> July, 2025

**FOR DIRECTIONS :**

3. S/436/2023  
with connected matters

) Mr. Chinmay Gupte a/w. Mr. Prashant, Advocate for  
) Plaintiff

) Mr. Ameet Agarwal, Plaintiff No. 2 present in  
) person

) P.C. : Ld. Advocate for Plaintiff and Plaintiff No. 2  
) in person, made a statement that though the Board  
) of Director was suspended, they have obtained stay  
) in NCLT. Statement is accepted. Plaintiff is directed  
) to annex relevant documents showing that he is not  
) a suspended Director, on next date.

) Ld. Advocate for Plaintiff made a statement that he  
) will file fresh Vakalatnama for Plaintiff No. 2.

) Plaintiff to take steps to serve Defendants with Writ  
) of Summons and file Affidavit of service to that  
) effect on or before next date, failing Suit against  
) Defendants will be dismissed for non-compliance of  
) O.S. Rule 87. Office to issue fresh Writ of  
) Summons. Plaintiff to comply with directions  
) issued vide Practice Note No. 60-A.

) In the meantime, Applicant to remove office  
) objections on the **Interim Application (L) No. 26692**  
) **of 2021** and get the same numbered and / or  
) registered.

) Adjourned to 25.07.2025.

Date : 11.07.2025

Prothonotary & Senior Master

29



Before : Anil H. Laddhad,  
Prothonotary & Senior Master  
Date : 27<sup>th</sup> June, 2025

**SECTION :**

4 S/436/2023 )  
with )  
connected matter )

Mr. Chinmay Gupte a/w. Prashant Kalbonde,  
Advocate for the plaintiff.

PC.: On request, stand over to 11.07.2025.

In the meantime, the applicant/plaintiff to  
remove office objections on **Interim  
Application (L) No. 26692/2021** and get the  
same registered and/or numbered on or before  
next date.

Date : 27.06.2025

Prothonotary and Senior Master

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Date:  
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30

Before : Anil H. Laddhad  
Prothonotary and Senior Master

Date : 24<sup>th</sup> June, 2025

**FOR DIRECTIONS :**

4. S/436/2023  
with  
connected matters

) Mr. Chinmay Gupte, Advocate for Plaintiff  
)  
)  
) PC. : Stand over to 27.06.2025.

Date : 24.06.2025

Prothonotary & Senior Master

31



Before : Anil H. Laddhad  
Prothonotary and Senior Master

Date : 11<sup>th</sup> March, 2025

**FOR DIRECTIONS :**

4. S/436/2023 ) Mr. Chinmay Gupte a/w. Mr. Prashant Kalbande,  
with connected matters ) Advocate for Plaintiff  
)  
)  
) PC. : Adv. Gupte made a statement that he will file  
) Vakalatnama, to act as an Advocate, for and on  
) behalf of Plaintiff. Statement / Undertaking is  
) accepted.  
)  
) Plaintiff to take steps to serve with Writ of Summons  
) upon Defendants and file Affidavit of Service on or  
) before next date, failing appropriate orders will be  
) passed under O.S. Rule 87. Office to issue fresh writ  
) of summons. Plaintiff to comply with directions  
) issued vide Practice Note No. 60A.  
)  
) Adjourned to 24.06.2025.  
)

Date : 11.03.2025

Prothonotary & Senior Master



32

Before : Anil H. Laddhad  
Prothonotary and Senior Master

Date : 25<sup>th</sup> February, 2025

**FOR DIRECTIONS :**

10. S/436/2023  
with connected  
matters

) Mr. Chinmay Gupte a/w. Mr. Prashant K., Advocate  
) for Plaintiff (VP not filed)  
)

) P.C. : It appears that on last occasion, Mr. V.H.  
) Narvekar, Advocate for Plaintiff on record, made a  
) statement that he is going to be discharged in the  
) matter. Despite of statement, no steps have been  
) taken by him. Today, Mr. Gupte, Advocate made a  
) statement that Mr. Narvekar, Advocate on record did  
) not give NOC, therefore, he is unable to file  
) Vakalatnama.  
)

) Plaintiff is directed to take appropriate steps.  
)

) Adjourned to 11.03.2025.  
)

Date : 25.02.2025

Prothonotary & Senior Master

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Kadam  
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33



**Before : Anil H. Laddhad  
Prothonotary and Senior Master**

**Date : 11<sup>th</sup> February, 2025**

**FOR DISMISSAL :**

2. S/436/2023  
with connected  
matters

) Mr. V.B. Narvekar, Advocate for Plaintiff  
)  
) Mr. Chinmay Gupte a/w. Mr. Prashant K., Advocate  
) for Plaintiff (VP not filed)  
)  
) PC. : Mr. Narvekar, Advocate for Plaintiff made a  
) statement that he is going to be discharged to act as  
) an Advocate for and on behalf of Plaintiff and he will  
) hand over documents to his client. Statement is  
) accepted.  
)  
) Mr. Chinmay Gupte, Advocate submits he has been  
) appointed to act as an Advocate for and on behalf of  
) Plaintiff in the matter and will file Vakalatnama in the  
) department.  
)  
) Stand over to 25.02.2025, for directions.

**Date : 11.02.2025**

**Prothonotary & Senior Master**

M.N.  
Kadam

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Date:  
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Before : Sachin B. Bhansali  
Prothonotary and Senior Master

Date : 22<sup>nd</sup> November, 2024

DIRECTIONS :

5. S/436/2023  
with connected  
matters

) None present  
)  
)

) P.C. : Today, none appeared on behalf of Plaintiff. It  
) appears that the Plaintiff has not complied with  
) directions issued vide Minutes of Order dated  
) 16.07.2024.  
)

) Hence, stand over to 11.02.2025, for dismissal.

Date : 22.11.2024

Prothonotary & Senior Master

35



Before : S. S. Agate  
i/c. Prothonotary & Senior Master  
Date : 06<sup>th</sup> September, 2024

**SECTION :**

13	S/436/2023	)	None present.
	with	)	
	connected matter	)	P.C.: The plaintiff to file affidavit of service,
		)	showing service of Writ of Summons upon
		)	defendants, till next date, failing appropriate
		)	order will be passed.
		)	
		)	Stand over to 22.11.2024.
		)	

Date : 06.09.2024

i/c. Prothonotary and Senior Master

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Before : Sachin B. Bhansali,  
Prothonotary & Senior Master  
Date : 16<sup>th</sup> July, 2024

SECTION :

8 S/436/2023 )  
with )  
connected matter )

) None present.  
)  
) P.C.: The plaintiff to take steps to serve defendants  
) with Writ of Summons and file affidavit of  
) service till next date, failing suit against  
) defendants will be dismissed for non-  
) compliance of O.S.Rule 87. Office to issue  
) fresh Writ of Summons, if required. The  
) plaintiff to comply directions issued vide,  
) Practice Note 60A.  
)  
) Stand over to 03.09.2024.  
)

Date : 16.07.2024

Prothonotary and Senior Master

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CTION :



Before : Sachin B. Bhansali  
Prothonotary and Senior Master

Date : 18<sup>th</sup> July, 2023

26. S(L)/24155/2021

) Mr. A. Saxena, i/b. Indus Law, Advocate for the  
) Plaintiff.  
)

) **PC.:** Perused office objections raised by the  
) Scrutiny Officer on 01.10.2021.  
)

) In the interest of justice, by way of last chance,  
) at the request of the Ld. Advocate for the  
) Plaintiff, time is granted to the Plaintiff to  
) remove office objections on the Suit and to get  
) the same numbered and/or registered on or  
) before **22<sup>nd</sup> August, 2023**, failing Suit to stand  
) rejected under 986 of O.S. Rule for non-  
) compliance of office objections.  
)

28. S(L)/25756/2021

) None present for the Plaintiffs.  
)

30. S(L)/25852/2021

) **PC.:** Perused office objections raised by the  
) Scrutiny Officer in the month of November,  
) 2021 in the respective Suits.  
)

33. S(L)/26517/2021

) In the interest of justice, by way of last chance,  
) time is granted to the Plaintiffs to remove office  
) objections on the Suits and to get the same  
) numbered and/or registered on or before **22<sup>nd</sup>  
) August, 2023**, failing Suits to stand rejected  
) under 986 of O.S. Rule for non-compliance of  
) office objections.  
)

34. S(L)/26689/2021

36. S(L)/27234/2021

18-07-2023

Prothonotary and Senior Master



38

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 19th October, 2022**

**P.C. :**

Balance Daily Board cannot be taken up today on account of paucity of time. Stand over to 14/12/2022 . Ad-interim relief or interim relief, if any, granted earlier will continue to operate till next date.

**( ASSOCIATE )**

39



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd .....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors .....RESPONDENT

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 30th August, 2022**

**P.C. :**

Balance Daily Board cannot be taken up today on account of paucity of time. Stand over to 19/10/2022 . Ad-interim relief or interim relief, if any, granted earlier will continue to operate till next date.

**( ASSOCIATE )**



40

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

**CORAM :** HON'BLE SHRI JUSTICE R. I. CHAGLA J

**DATE :** 18th July, 2022

**P.C. :**

Balance Daily Board cannot be taken up today on account of paucity of time. Stand over to 30/08/2022 . Ad-interim relief or interim relief, if any, granted earlier will continue to operate till next date.

( ASSOCIATE )



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

Mr. S.S. Kanetkar i/b V.H. Narvekar for the  
Applicants/Plaintiffs

Mr. Rakesh K. Singh a/w for Respondent nos. 1 to 4

Ms. Jyoti Sanap i/by M/s. V. Deshpande and Co. for  
Defendant No. 5-Kotak Mahindra Bank

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 23rd June, 2022**

**P.C. :**

S. O. to 18/07/2022 .

**( ASSOCIATE )**



42

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 27th April, 2022**

**P.C. :**

Balance Daily Board cannot be taken up today on account of paucity of time. Stand over to 12/07/2022 . Ad-interim relief or interim relief, if any, granted earlier will continue to operate till next date.

**( ASSOCIATE )**

43



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

Mr. S. S. Kanetkar i/by V. H. Narvekar for Plaintiff.

(Mentioned out of Turn)

**CORAM :** HON'BLE SHRI JUSTICE R. I. CHAGLA J

**DATE :** 12th April, 2022

**P.C. :**

S. O. to 27/04/2022 .

( ASSOCIATE )



44

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 23rd March, 2022**

**P.C. :**

Balance Daily Board cannot be taken up today on account of paucity of time. Stand over to 27/04/2022 . Ad-interim relief or interim relief, if any, granted earlier will continue to operate till next date.

**( ASSOCIATE )**

45



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

Mr. S.S. Kanetkar i/b V.H. Narvekar for the  
Applicants/Plaintiffs.

Mr. Rakesh K. Singh a/w Shivani Soni for Respondent.

Adv. Nikhil Rajani a/w Ms. Jyoti Sanap i/by  
M/s. V. Deshpande and Co. for Defendant No. 5-Kotak  
Mahindra Bank Ltd.

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 17th March, 2022**

**P.C. :**

S. O. to 23/03/2022 .

**( ASSOCIATE )**



46

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

Mr. S. S. Kanetkar i/by V. H. Narvekar for Applicant.

Mr. Rakesh K. Singh for Defendant Nos.1, 2 and 4.

**CORAM :** HON'BLE SHRI JUSTICE R. I. CHAGLA J

**DATE :** 3rd March, 2022

**P.C. :**

S. O. to 17/03/2022 .

( ASSOCIATE )

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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd .....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors .....RESPONDENT

Mr. S. S. Kanetkar i/by V. H. Narvekar for Applicants/Plaintiffs.

(Mentioned out of turn)

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 24th February, 2022**

**P.C. :**

S. O. to 03/03/2022 .

**( ASSOCIATE )**



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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

Mr. V H Narvekar, Advocate for Plaintiff.

**CORAM :** HON'BLE SHRI JUSTICE R. I. CHAGLA J

**DATE :** 2nd February, 2022

**P.C. :**

Wrongly on board.

( ASSOCIATE )

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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

**INTERIM APPLICATION (L) NO.26692 OF 2021  
IN  
SUTT (L) NO.26689 OF 2021**

**Supreme Transport Organisation Pvt. Ltd. ...Applicants/  
& Anr. Plaintiffs**

***Versus***

**Mr. Anandkumar Nagarmal Agrawal & ...Defendants  
Ors.**

-----  
Mr. V.H. Narvekar for the Applicants / Plaintiffs.  
Mr. Rakesh Kumar Singh for Defendant Nos.1, 2 and 4.  
Ms. Shivani Soni with Sarang Pathak for Defendant No.3.  
-----

**CORAM : R.I. CHAGLA J**

**DATE : 28TH JANUARY, 2022  
(THROUGH V.C.)**

**ORDER :**

1. The learned Advocate for the Applicants / Plaintiffs states that pursuant to the order dated 18th January, 2022, the amendment was to be carried out by the Applicants / Plaintiffs by joining Kotak Mahindra Bank Pvt. Ltd as a party Defendant No.5 in the above suit as well as making them a Respondent in the present Interim Application. The

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amendment was to be carried out within a period of one week from the order dated 18th January, 2022 i.e. on or before 25th January, 2022. Extension of time has been sought for carrying out the amendment which has not been carried out till date.

2. In view thereof, extension of time is granted till 1st February, 2022 for carrying out the amendment in the Plaint as well as in the Interim Application as permitted by the order dated 18th January, 2022.

3. The learned Advocate appearing for the Defendants states that Defendant Nos.1 and 2 were directed to file Affidavit in Sur Rejoinder by 1st February, 2022. He has stated that the time may be extended till 4th February, 2022 in order that the Affidavit in Sur Rejoinder of Defendant Nos.1 and 2 as well as Affidavit in Reply of the Defendant Nos.3 and 4 to the Interim Application may be filed by that date.

4. Having considered the submissions of the learned Advocate for the Defendants extension of time is granted till 4th February, 2022 for filing the Affidavit in Sur Rejoinder of

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Defendant Nos.1 and 2 as well as filing the Affidavit in Reply of Defendant Nos.3 and 4 to the Interim Application.

5. Interim Application shall be placed on 7th February, 2022 under the caption of ad-interim relief.

**[R.I. CHAGLA J.]**

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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

**INTERIM APPLICATION (L) NO.26692 OF 2021  
IN  
SUIT (L) NO.26689 OF 2021**

**Supreme Transport Organisation Pvt. ...Applicants/Plaintiffs  
Ltd. & Anr.**

*Versus*

**Anandkumar Nagarmal Agrawal & ...Defendants  
Ors.**

-----  
Mr. S. S. Kanetkar i/by V. H. Narvekar for Applicants/Plaintiffs.  
Mr. Rakesh K. Singh a/w. Sarang Pathak for Defendants.

-----  
**CORAM : R. I. CHAGLA, J**

**DATE : 18<sup>th</sup> JANUARY 2022**

**P.C.**

1. The learned counsel appearing for the Applicants/Plaintiffs seeks leave to join Kotak Mahindra Bank Pvt. Ltd. as a party Defendant in the above Suit and Respondent in the present Interim Application.

2. In view thereof, leave is granted to the Applicants/Plaintiffs to join Kotak Mahindra Bank Pvt. Ltd. as a party Defendant No.5 in the above Suit as well as making them a Respondent in the present Interim Application. The

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Applicants/Plaintiffs shall carry out the amendment within a period of one week from today i.e. on or before 25<sup>th</sup> January 2022.

3. Upon the Kotak Mahindra Bank Pvt. Ltd. being made a party, the Applicants/Plaintiffs shall serve these proceedings on Kotak Mahindra Bank Pvt. Ltd. and notify them of the next date.

4. The learned counsel appearing for the Defendants has sought leave to file Affidavit in sur rejoinder to the Affidavit-in-rejoinder filed by the Applicants/Plaintiffs. Leave is granted. The Defendants shall file the Affidavit in sur rejoinder to the Affidavit-in-rejoinder filed by the Applicants/Plaintiffs on or before 1<sup>st</sup> February 2022. Copy of the Affidavit in sur rejoinder shall be served by the Defendants to the Applicants/Plaintiffs in advance.

5. The Interim Application shall be placed on 2<sup>nd</sup> February 2022 for ad-interim relief.

**[R. I. CHAGLA J.]**



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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

S.S.Kanetkar i/b V H Narvekar for Applicant

Sarang Pathak i/b R.K.Singh for Defendant

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 11th January, 2022**

**P.C. :**

At the request of learned counsel for the Defendant , stand over  
to 18/01/2022 .

( ASSOCIATE )

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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 10th January, 2022**

**P.C. :**

Balance Daily Board cannot be taken up today on account of paucity of time. Stand over to 11/01/2022 . Ad-interim relief or interim relief, if any, granted earlier will continue to operate till next date.

**( ASSOCIATE )**



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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

Mr. S.S. Kanetkar i/b V H Narvekar for Applicant.

Mr. S.A. Pathak i/b R.K. Singh for Defendent.

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 4th January, 2022**

**P.C. :**

S. O. at the request of Respondent to 10/01/2022 .

**( ASSOCIATE )**

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*Sharayu Khot.*

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

**INTERIM APPLICATION (L) NO. 26692 OF 2021**

**IN**

**SUIT (L) NO. 26689 OF 2021**

**Supreme Transport Organisation Pvt.Ltd. ...Applicants/  
& Ors. Plaintiffs**

***Versus***

**Anandkumar Nagarmal Agrawal & Ors. ...Defendants**

-----  
Mr. V.H. Narvekar for the Applicants/Plaintiffs.  
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**CORAM : R.I. CHAGLA J**

**DATE : 21 December 2021**

**ORDER :**

1. Not on board. Mentioned by way of Praecipe. Taken on board.

2. Learned Counsel appearing for the Applicants/Plaintiffs seeks extension of time to file Affidavit in Rejoinder which was to be filed within one week of the Affidavit in Reply being served on 14th December 2021. The time

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expires today.

3. In view thereof, extension of time is granted. The Applicants/Plaintiffs shall file Affidavit in Rejoinder within a period of one week from the date of this order.

4. Interim Application is already stood over to 4th January 2022.

5. Praecipe is disposed of.

[R.I. CHAGLA J.]

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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

**INTERIM APPLICATION (L) NO. 26692 OF 2021  
IN  
SUIT (L) NO. 26689 OF 2021**

Supreme Transport Organisation  
Pvt. Ltd. & Ors. ... Applicants/Plaintiffs  
Versus  
Anandkumar Nagarmal Agrawal & Ors. ... Defendants

Mr. V.H. Narvekar for the Applicants.  
Mr. Rakesh K. Singh for Defendant Nos.1, 2 and 4.

**CORAM : R.I. CHAGLA, J.**  
**DATED : 13<sup>th</sup> DECEMBER, 2021.**

**ORDER :**

1 The learned Counsel appearing for the Defendants seeks extension of time to file affidavit-in-reply which is ready and to be filed in the Registry. Permission is granted. The Defendants shall file the affidavit-in-reply in the Registry by tomorrow i.e. on 14.12.2021.

2 The learned Counsel appearing for the Applicants shall file the affidavit-in-rejoinder within a period of one week thereafter.

3 Interim Application is accordingly adjourned to 04.01.2022 for ad-interim relief.

**(R.I. CHAGLA, J.)**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

**INTERIM APPLICATION (L) NO. 26692 OF 2021  
IN  
SUTT (L) NO. 26689 OF 2021**

Supreme Transport Organisation  
Pvt. Ltd. & Anr. ... Applicants/Plaintiffs

Versus

Anandkumar Nagarmal Agrawal & Ors. ... Defendants

Mr. S.S. Kanetkar i/b V.H. Narvekar for the Applicants/Plaintiffs.  
Mr. Rakesh K. Singh for Defendant Nos.1, 2 and 4.

**CORAM : R.I. CHAGLA, J.**

**DATED : 4<sup>th</sup> DECEMBER, 2021.**

**ORDER :**

1 The learned Counsel for the Defendant Nos.1, 2 and 4 has sought time to file an affidavit-in-reply to the Interim Application. The Defendant Nos.1, 2 and 4 shall file the affidavit-in-reply on or before 10.12.2021.

2 Interim Application shall be placed on 13.12.2021 for ad-interim relief.

**(R.I. CHAGLA, J.)**



**FIRST INFORMATION REPORT**  
(Under Section 154 Cr.P.C.)प्रथम खबर अहवाल  
(कलम १५४ फौजदारी प्रक्रिया संहिता)

1. District (जिल्हा): नाशिक ग्रामीण P.S. (पोलीस ठाणे): मालेगांव छावणी Year (वर्ष): 2021  
FIR No. (प्रथम खबर क्र.): 0262 Date and Time of FIR (प्र. ख. दिनांक आणि वेळ): 30/06/2021 21:15 वाजता

S. No. (अ.क्र.)	Acts (अधिनियम)	Sections (कलम)
1	भारतीय दंड संहिता १८६०	120-B
2	भारतीय दंड संहिता १८६०	१३
3	भारतीय दंड संहिता १८६०	१९९
4	भारतीय दंड संहिता १८६०	२००
5	भारतीय दंड संहिता १८६०	३४
6	भारतीय दंड संहिता १८६०	४२०
7	भारतीय दंड संहिता १८६०	४१५
8	भारतीय दंड संहिता १८६०	४१७
9	भारतीय दंड संहिता १८६०	४१८
10	भारतीय दंड संहिता १८६०	४२३
11	भारतीय दंड संहिता १८६०	४२५
12	भारतीय दंड संहिता १८६०	४२६
13	भारतीय दंड संहिता १८६०	४२७
14	भारतीय दंड संहिता १८६०	४६३
15	भारतीय दंड संहिता १८६०	४६४
16	भारतीय दंड संहिता १८६०	४६६
17	भारतीय दंड संहिता १८६०	४६७
18	भारतीय दंड संहिता १८६०	४६८
19	भारतीय दंड संहिता १८६०	४७१
20	भारतीय दंड संहिता १८६०	४७४

3. (a) Information received at P.S. (पोलीस ठाण्यावर माहिती मिळाल्याचा):  
Date (दिनांक): 30/06/2021 Time (वेळ): 20:56 तास
- (b) General Diary Reference (ठाणे दैनंदिनी संदर्भ):  
Entry No. (नोंद क्र.): 022 Date and Time (दिनांक आणि वेळ): 30/06/2021 20:56 तास
4. Type of Information (माहितीचा प्रकार): लेखी
5. Complainant / Informant (तक्रारदार / माहिती देणारा):
- (a) Name (नाव): एच.ई.कॅप्टन अमित के अग्रवाल
- (b) Father's/Husband's Name (पिता/पति का नाम):
- (c) Date/Year of Birth (जन्म तारीख / वर्ष): 1989
- (d) Nationality (राष्ट्रीयत्व): भारत

(e) UID No. (यु.आय.डी. क्र.):

(f) Passport No. (पारपत्र क्र.):

Date of Issue (दिल्याची तारीख):

Place of Issue (दिल्याचे ठिकाण):

(g) ID Details (Ration Card, Voter ID Card, Passport, UID No., Driving License, PAN) (ओळख विवरण (राशन कार्ड, मतदाता कार्ड, पासपोर्ट, यूआईडी सं., ड्राइविंग लाइसेंस, पैन कार्ड))

S. No. (अ.क्र.)	ID Type (ओळख पत्र चा प्रकार)	ID Number (ओळख संख्या)
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(h) Occupation (व्यवसाय):

(i) Address (पत्ता):

S.No. (अ.क्र.)	Address Type (पत्ता प्रकार)	Address (पत्ता):
1	वर्तमान पत्ता	5 बी,34अक्षयमितल ईडस्ट्रीयल, स्टेट एमव्हीरोड,मरोल मॅट्रोल, अंधेरी ईस्ट,मुंबई400059 , मुंबई रेल वे, महाराष्ट्र, भारत
2	स्थायी पत्ता	5 बी,34अक्षयमितल ईडस्ट्रीयल, स्टेट एमव्हीरोड,मरोल मॅट्रोल, अंधेरी ईस्ट,मुंबई400059 , मुंबई रेल वे, महाराष्ट्र, भारत

(j) Phone number (फोन नं.):

Mobile (मोबाइल सं.): 0

6. Details of known / suspected / unknown accused with full particulars (ज्ञात / संशयित / अज्ञात आरोपींचे संपूर्ण तपशील):

Accused More Than (अज्ञात आरोपी एका पेक्षा जास्त असतील तर संख्या): 0

S. No. (अ.क्र.)	Name (नाव)	Relative's Name (नातेवाईकाचे नाव)	Present Address(वर्तमान (पत्ता))
1	दिपक सतिषकुमार अग्रवाल		1. 2 इजकॅन प्लाटीनियम एसपीरिंग,2 एसपीरिंग रोड भोपाल सर्कल,Town/Village (शहर / गाव): 2 अहमादाबादगुजरात,Tehsil (तहसील): Police Station (पोलीस ठाणे): District (जिल्हा): अहमदाबाद शहर,State (राज्य): गुजरात,भारत
2	2 सुमनदेवी सतिषकुमार अग्रवाल		1. ओइजकॅन प्लाटीनियम एसपीरिंग,एसपीरिंग रोड भोपाल सर्कल,Town/Village (शहर / गाव): अहमादाबादगुजरात,Tehsil (तहसील): Police Station (पोलीस ठाणे): District (जिल्हा): अहमदाबाद शहर,State (राज्य): गुजरात,भारत
3	तनुश्री मोहित गुप्ता		1. 202ओसीयानीक हिरानंदानी अपसू,Town/Village (शहर / गाव): कांचीपुरमतामिळनाडु,Tehsil (तहसील): Police Station (पोलीस ठाणे): District (जिल्हा): कांचीपुरम,State (राज्य): तामिळनाडू,भारत
4	मा.तलाठी संगमेश्वर		1. Town/Village (शहर / गाव): 4 संगमेश्वर,मालेगावजिनाशिक,Tehsil (तहसील): Police Station (पोलीस ठाणे): मालेगांव छावणी,District (जिल्हा): नाशिक ग्रामीण,State (राज्य): महाराष्ट्र,भारत
5	मा.मंडल अधिकारी		1. Town/Village (शहर / गाव): संगमेश्वर,मालेगाव,जिनाशिक,Tehsil (तहसील): Police Station (पोलीस ठाणे): मालेगांव छावणी,District (जिल्हा): नाशिक ग्रामीण,State (राज्य): महाराष्ट्र,भारत

7.

S. No. (अ.क्र.)	Property Category (मालमत्ता वर्ग)	Property Type (मालमत्ता प्रकार)	Particulars of properties of interest (संबंधित मालमत्तेचा तपशील):	Value(In Rs/-) मूल्य (रु. मध्ये)

8. Total value of property (In Rs/-) मालमत्तेचे एकूण मूल्य (रु. मध्ये):

9. Inquest Report / U.D. case No., if any (मरणान्वेषण अहवाल/अकस्मात मृत्यू प्रकरण क्र., जर असल्यास):

S. No. (अ.क्र.)	UIDB Number (यु.आय.डी.बी.)
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## 10. First Information contents (प्रथम खबर मजकूर):

फिर्यादी - एच.ई.कॅप्टन अमित के अग्रवाल वय32 धंदा व्यवसाय सुप्रिम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड कंपनीकडुन नियुक्त रा.5 बी,34अक्षय मित्तल ईडस्ट्रीयल स्टेट एम.व्ही.रोड,मरोल मॅट्रोल जवळ,अंधेरी ईस्ट,मुंबई.400059 आरोपी 1)दिपक सतिषकुमार अग्रवाल वय36 धंदा व्यापार 2) सुमनदेवीसतिषकुमार अग्रवाल वय58 धंदा घरकाम 1 व 2 रा.ओ.इजकॅन प्लाटीनियम एस.पी.रिंग रोड भोपाल सर्कल भोपाल अहमदाबाद(गुजरात) 3) तनुश्री मोहित गुप्ता वय29 धंदा- घरकाम रा.202ओसीयानीक हिरानंदानी अपस्कल,ओएमआर.इगातूर,कांचीपुरम(तामिळनाडु) 4) मा.तलाठी संगमेश्वर, रा.संगमेश्वर,मालेगाव.जि.नाशिक 5)मा.मंडल अधिकारी रा.संगमेश्वर,मालेगाव,जि.नाशिक. महोदय, मी समक्ष पोलिस स्टेशन मध्ये हजर होवुन फिर्याद देतो की,मी सुप्रीम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड कंपनीचा मालक सदर कंपनीत ती स्थापन झाल्या पासुन कार्यरत आहे. सुप्रीम ट्रान्सपोर्ट कंपनी ही नोंदणीकृत कंपनी आहे सदर कंपनी ही 2008साली कंपनी रजिस्टर ऑफिसमध्ये नोंदणीकृत झालेली प्रायव्हेटलिमिटेड कंपनी नोंदणी क्र U60230MH2008PTC216143असा आहे मुळात सुप्रीम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड कंपनी ही स्थापन होणेपूर्वी सुप्रीम ट्रान्सपोर्ट,या नावाने भागीदारीचे फर्म सन 1983सालापासुन अस्तीत्वात होती. परंतु सुप्रीम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड या कंपनीची स्थापना झाल्याने यापूर्वी स्थापन झालेली भागीदाराचे अस्तीत्व संपुष्टात आलेले आहे. सदर सुप्रीम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड या कंपनीची वाहतुकीचा व्यवसाय संपुर्ण भारत भरत करत असुन सध्यास्थीतीत कंपनीचे खालीलप्रमाणे संचालक आहेत 1) श्री कमल अग्रवाल 2) एच. ई.कॅप्टन अमित के अग्रवाल 3) कॅ.आकाश अग्रवाल 4)श्री विमल अग्रवाल 5) गिरीष अग्रवाल कंपनीच्या नावाने वेगवेगळ्या ठिकाणी वेगवेगळ्या मिळकती आहे त्याच प्रमाणे मालेगाव येथे जुना आग्रा महामार्ग जवळ निसर्ग डॉटेल जवळ सर्वे नं.277/2 /1/ अ यासा एकुण क्षेत्र 6 हेक्टर 43 आर .पो.ख.1 हेक्टर 0.5 आर यासी आकार 601 रु 88 पैसे असी मिळकत हि सुप्रीम टार्नस्पॉर्ट कंपनी या नावाने आहे कंपनीचा कार्याभार मोठा असलेने वेगवेगळ्या ठिकाणी असणार्या कंपनीच्या मालमतेबाबत व्यवस्थापणाचे अधिकार कंपनीने सदर कंपनीच्या वेगवेगळ्या संचालकाला दिले आहे त्या प्रमाणे मालेगाव येथील वर वर्णन केलेल्या मिळकतीचे अधिकार श्री सतिष किसनलाल अग्रवाल याना दिले होते श्री सतिष किसनलाल अग्रवाल याचा दुर्दैवी मृत्यु दि.30/11/20217 रोजा झालेला आहे आरोपी क्र 1 हे कॅ.सिष किसनलाल अग्रवाल याचा मुलगा आहे आरोपी क्र 2 या पत्नी आहे व आरोपी क्र 3 मुलगी आहे कॅ.सतिष किसनलाल अग्रवाल याच्या मृत्यु पश्चात सदरची मिळकत ही कंपनी सुप्रीम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड यांच्याच मालकीची होती व आहे वरिलप्रमाणे परिस्थिती असतांना तसेच वरील सर्व बाबींची वैयक्तीक माहिती आरोपी ऑरगानिझेशन प्रायव्हेट लिमिटेड यांच्याच मालकीची होती व आहे वरिलप्रमाणे परिस्थिती असतांना तसेच वरील सर्व बाबींची वैयक्तीक माहिती आरोपी आरोपी नं.1ते3यांना असताना देखील संगणमत करुन सुप्रीम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड या कंपनीची प्रोपर्टी बेकायदेशिर मार्गाने हडप करण्यासाठी ती स्वताची आहे असे भासवुन तसेच सतिष किसनलाल अग्रवाल यांच्या मालकी आहे असे भासवुन कंपनीची कुठलीही पुर्व परवानगी न घेता परस्पर सदर कंपनीला आर्थिक नुकसान पोहचविण्याच्या हेतुने दि.27/07/2020रोजी खोटी वारस नोंद होणेबाबतचा अर्ज देवुन खोटे प्रतिज्ञापत्र तयार करुन तसेच आरोपी नं.4व5यांच्याशी संगणमत करुन बेकायदेशीर कंपनीच्या मालकीच्या प्रापटीला स्वताचे भसवुन परस्पर वारस नोंद नंबर37901पारीत करुन घेतली तसेच आरोपी नं.4व5यांनी देखील कुठलीही शाहनिशा न करता खोटा पंचनामा तयार करुन कंपनीला कुठलीही नोटिस न काढता आरोपी नं 1 ते 3 यांच्याशी संगणमत करुन सदर मिळकत ही आरोपी नं 1ते 3 यांच्या मालकीची नसतांना देखील सदर मिळकतीच्या अनुषंगाने खोट्या दस्तावेजांच्या आधार परस्पर वारस नोंद पारीत करुन घेतली तदनंतर आरोपी नं.1यांनी आरोपी नं.2व3 यांच्याकडुन सदर मिळकती बाबत मलन 2-2339/2020अन्वये हक्कसोड पत्राचा अधिकार नसतांना बेकायदेशीरपणे दस्त नोंदवुन घेतलेला आहे व त्या अनुषंगाने महसुन दप्तरी देखील नोंद करुन घेतलेली आहे व सदरची मिळकत संपुर्णपणे आरोपी नं.1ने स्वाताच्या नावावर फसवणुक करुन घेतलेली आहे अति महत्वाची बाब म्हणजे वारस नोंद होतेसमयी आरोपी नं1याने धडधडीत खोटे प्रतिज्ञापत्र करुन दिलेले आहे की,कंपनी अस्तीत्वात अथवा व्यवहारात नाहि महत्वाची बाब म्हणजे वर वर्णन केलेल्या मिळकतीच्या अनुषंगाने यापूर्वीच सुप्रीम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड कंपनीने कोटक महिंद्रा बँक कडुन सदर मिळकत तारण ठेवुन कर्ज घेतलेले आहे त्यामध्ये देखील वर वर्णन केलेल्या कंपनीचे मालक हे सुप्रीम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड कंपनी ही आहे तसेच यापूर्वी अस्तीत्वात असलेला भागीदारी संस्थेच्या सर्व मिळकती या सुप्रीम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड कंपनीत वर्ग करण्यात आलेले आहेत त्याबाबत स्पष्ट उल्लेख कंपनीच्या नोंदणी दस्तात आहे याची संपुर्ण माहिती आरोपी नं. 1व3यांना होती व आहे. वर उल्लेख केल्याप्रमाणे आरोपीनी संगणमत करुन खोटे दस्तावेज,खोटे कागदपत्र,खोटे प्रतिज्ञापत्र,खोटी माहिती देवुन फसवणुक करुन मिळकत स्वताच्या नावाने करुन घेवुन सुप्रीम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड कंपनीने आर्थिक नुकसान करुन स्वताचा आर्थिक फायदा करुन घेतल्याने वरिल आरोपीविरुध्द भा.द.वी.क120(ब),420,415,417,418,423,425,46,427,463,464,465,466,467,468,471,474,13/2,199,200,34 अन्वये गुन्हा नोंदविण्यात येवुन आरोपीना जास्तीत जास्त कडक शासन करण्यात यावे हि नम विनंती (सदर फिर्याद हि व्हाटसअप द्वारे पाठविल्याने सही नाही )



**Cri. Bail Application No. 403/2021.**Dipak Satishkumar Agrawal & Ors. Vs. State.**Order below Exh. 1**

This is an application filed by the applicants/accused under section 438 of the Cr.P.C. for grant of anticipatory bail in Crime No. I-262/2021 for the offences punishable under sections 420, 415, 417, 418, 423, 425, 426, 427, 463, 464, 466, 467, 468, 471, 474, 120-B, 13, 199, 200 r/w. 34 of the I.P.C registered with Chhavani Police Station, Malegaon.

02. It is the case of the prosecution that on 30/06/2021 informant H.E. Capton Amit K. Agrawal lodged the complaint to the police station. He alleged that he is filing the complaint on behalf of Supreme Transport Organization Pvt. Ltd. Previously it was a partnership firm. Kamal Agrawal, H.E. Capton Amit K. Agrawa, Akash Agral, Vimal Agrawal, Girish Agrawal are the directors of the said company and they are having the property in the name of directors. Accordingly, company is having 6.43 H.R. + 1.05 H.R. land at S.No. 277/2/1/A at Malegaon. The administration of said plot was given to Satish Agrawal. After his death, applicants/accused prepared the forged document and thereby transferred the said land in their name. On the basis of his statement, the police has registered the aforesaid crime.

03. Learned A.P.P. S.K. Sonwane filed his Say inter-alia contending that it is a serious crime related to economic offence. Applicants/accused has intentionally prepared the forged documents. They have knowledge about the partnership firm, the

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then also, they have got transferred the land in their name. Hence, he sought rejection of application.

04. Heard learned advocate K.D. Bhamre, for the applicants and Ld. A.P.P. S.K. Sonwane, for State.

05. Perused the documents on record. It appears that it is a more case in Malegaon wherein person has tried to grab the valuable land in their names by making the false document. From the documents filed by the applicants themselves specifically from the 7/12 extract, it appears that the property in question was standing in the name of Supreme Transport, Malegaon and it was hold by it's partner Satish Agrawal. Thus, it shows that applicants has prima-facie knowledge that the said property was belonging to Supreme Transport Firm. Same thing is also reflected from his affidavit that by means of M.E. No. 89/80 property was mutated in the name of Supreme Transport Partnership Firm.

06. It appears from the police papers that on 1<sup>st</sup> April 1983, the partnership firm was came into existence. Jagdish Agrawal, Satishkumar Agrawal, Motillal Agrawal, Jagdishchandra Sihag, Fulchand Sharma, Mahavirsing Chaudhary and Jagdishchandra Jakad were the partners in the said firm. It appears that the said partnership firm has purchased the land in question on 1<sup>st</sup> March 1993 from Kisanlal Agrawal, Jagdishprasad Agrawal and Anandkumar Agrawal for consideration of Rs. 1,00,000/-. The document is registered at Sub-Registrar Office, Malegaon at Sr. No. 884. Thus, from the said sale-deed, it is crystal clear that property from G.No. 277/2/1/A at Malegaon was purchased by the Supreme

Transport Partnership Firm.

07] It is appeared that the Supreme Transport Firm is converted in to Supreme Transport Organization Pvt. Ltd. It also appears that on 26/08/2014, applicants has mortgaged the said property along with other properties at Pali, Khanawale, Tal. Panvel, Kalamboli, Andheri etc. to the Kotak Mahindra Bank against loan amount of Rs. 1024,00,000/-. Thus, it shows that in the year 2014, the property was used by the firm to obtain the loan.

08] Memorandum of association and articles of association of Supreme Transport Organization Pvt. Ltd. shows that they were previously carrying business of partnership and as per the resolution dated 16/05/2006 the partners decided to register their partnership firm as Private Ltd. Company. Thus, from all these facts, it show that the property in question was owned by the Supreme Transport Organization Pvt. Ltd. and being the legal heir of deceased Satishchandra, applicants has limited share in the property, the then also, having knowledge of this fact and suppressing all above material facts, applicants filed false application along with affidavit to Tahathi, Malegaon and thereby got mutated all the properties of Malegaon standing in the name of Supreme Transport Organization Pvt. Ltd. in their names. It shows that since beginning there was intention on the part of applicants/accused to cheat the firm and thereby to grab their property by making false documents.

09] Now-a-days in Malegaon City such types of incidents are gradually increasing. Peoples are making the forged documents,

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making false impersonation of the vendors, got executed the bogus sale-deeds and grab the valuable properties. Under such aggregating scenario, I am of the opinion that since beginning there was intention of the applicants/accused to cheat the firm. They are not innocent persons, hence they are not entitled for the discretionary relief of anticipatory bail. Hence, I pass the following order.

**ORDER**

1. Application is hereby rejected.
2. Inform the concerned police station.

Date- 04/08/2021.

( Aniruddha Subhash Gandhi )  
Additional Sessions Judge,  
Malegaon.



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION**

**ANTICIPATORY BAIL APPLICATION NO.1913 OF 2021**

Deepak Satishkumar Agarwal .....Applicant  
V/S  
The State of Maharashtra & Anr. ....Respondents

**WITH  
ANTICIPATORY BAIL APPLICATION NO.1914 OF 2021**

Sumandevi Satishkumar Agarwal & Anr. ....Applicants  
V/S  
The State of Maharashtra & Anr. ....Respondents

\_\_\_\_\_  
**Mr. Dhanraj A. Lodha** i/b Mr. Ashish Verma *for the Applicants.*  
**Mr. Ashok S. Gawai**, APP *for Respondent No.1/State.*  
**Mr. Shahen Pradhan** *for Respondent No.2.*

\_\_\_\_\_  
**CORAM: SANDEEP V. MARNE, J.**  
**DATE : 10 APRIL 2024.**

**P.C.:**

1 These Applications are for grant of pre-arrest bail filed under provisions of section 438 of Code of Criminal Procedure in connection with Crime No.I-262 of 2021 for offences punishable under sections 420, 415, 417, 418, 423, 425, 426, 427, 463, 464, 466, 467, 468, 471, 474, 120-B, 13, 199 and 200 read with section 34 of the Indian Penal Code registered with Chhavani Police Station, Malegaon.

2 The allegation against the Applicants is that the concerned land was mutated in the name of M/s. Supreme Transports Organisation Private

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Limited through Shri Satishkumar Kishanlala Agarwal and others. After death of Satishkumar Kishanlala Agarwal, the Applicants got their individual names mutated to the record of rights of the concerned land vide Mutation Entry No.41509.

3 That the Applicants have filed an Affidavit dated 9 April 2024 bringing on record 7/12 extract of land in question which now shows that name of the Company Supreme Transport Organisation Private Limited has been restored in revenue records. In that sense the grievance of the Complainant is met with.

4 The Applicants are on interim protection granted by this Court since 31 August 2021. Considering the fact that the name of the Company is already restored in the revenue records, I am of the view that the interim protection granted in favour of the Applicants needs to be made absolute. The Anticipatory Bail Applications are accordingly allowed in terms of the following order:

**ORDER**

i) The Anticipatory Bail Applications are accordingly allowed by making interim protection granted in favour of the Applicants by order dated 31 August 2021 absolute.

ii) As such, in the event of arrest of the Applicants in Crime No.I-262 of 2021 registered with Chhavni Police Station, Malegaon for the offences punishable under sections 420, 415, 417, 418, 423, 425, 426, 427, 463, 464,



466, 467, 468, 471, 474, 120-B, 13, 199 and 200 read with section 34 of the Indian Penal Code, they shall be released on bail on furnishing P.R. Bond in the sum of Rs.25,000/- with one or more sureties in the like amount.

iii) The Applicants shall co-operate with the Investigating Officer by remaining present before the Investigating Officer whenever called.

5 With the above directions, the Anticipatory Bail Applications are disposed of.

(SANDEEP V. MARNE, J.)



IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.1913 OF 2021

Deepak Satishkumar Agarwal ....Applicant  
V/S  
The State of Maharashtra ....Respondents

WITH  
ANTICIPATORY BAIL APPLICATION NO.1914 OF 2021

Sumandevi Satiskumar Agarwal & Anr. ....Applicants  
V/S  
The State of Maharashtra ....Respondents

*Mr. Ashish Varma for the Applicant/s.*  
*Mr. Ashok S. Gawai, APP for Respondent No.1/State.*  
*Mr. Shahen Pradhan for Respondent No.2.*

**CORAM: SANDEEP V. MARNE, J.**  
**DATE : 28 MARCH 2024.**

**P.C.:**

- 1 The learned counsel appearing for the Applicant/s would submit that the property in question has been re-transferred in the name of Supreme Transport Organization Private Limited. He seeks time to file Affidavit to place on record the documents by which such transfer has been effected. Let the Affidavit be filed within one week from today.
- 2 List the Application for further consideration on 10 April 2024.
- 3 Interim relief granted earlier to continue till the next date of hearing.

**(SANDEEP V. MARNE, J.)**

**Page No. 1 of 1**



Annexure - 5

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N.C.R.B (एन.सी.आर.बी)

I.I.F.-I (एकीकृत अन्वेषण फॉर्म - १)

**FIRST INFORMATION REPORT**

(Under Section 154 Cr.P.C.)

प्रथम खबर अहवाल

(कलम १५४ फौजदारी प्रक्रिया संहिता)

1. District (जिल्हा): बृहनमुंबई शहर

P.S.(ठाणे): सहार

Year (वर्ष): 2023

FIR No.(प्रथम खबर क्र.): 0207

Date and Time of FIR (प्र. ख. दिनांक आणि वेळ): 25/04/2023 16:56 बजे

S.No. (अ.क्र.)	Acts (अधिनियम)	Sections (कलम)
1	भारतीय दंड संहिता १८६०	120-B
2	भारतीय दंड संहिता १८६०	४०८
3	भारतीय दंड संहिता १८६०	४०९
4	भारतीय दंड संहिता १८६०	477-A
5	भारतीय दंड संहिता १८६०	४२०
6	भारतीय दंड संहिता १८६०	३४

3. (a) Occurrence of offence (गुन्ह्याची घटना):

1. Day(दिवस): दरमियानी दिन

Date From (दिनांक पासून): 01/04/2018

Time Period

Date To ( दिनांक पर्यंत): 31/07/2022

(कालावधी):

Time From (वेळेपासून): 00:00 बजे

Time To (वेळेपर्यंत): 00:00 बजे

(b) Information received at P.S. (माहिती मिळालेले पोलीस ठाणे):

Date (दिनांक ): 25/04/2023

Time (वेळ): 16:56 बजे

(c) General Diary Reference (रोजनामचा संदर्भ)

Entry No. (नोंद क्र.): 033

Date & Time (दिनांक आणि वेळ): 25/04/2023 16:56 बजे

4. Type of Information (माहितीचा प्रकार): Oral

5. Place of Occurrence (घटनास्थळ):

1.(a) Direction and distance from P.S.(पोलीस ठाण्यापासून दिशा व अंतर): पूर्व, 5 किमी

Beat No. (बिट क्र.):

(b) Address (पत्ता): कंपनीचे आसिफ 5/बी-34, 5/बी-32, अक्षय मित्तल इंडस्ट्रीयल इस्ट,अंधेरी कुर्ला रोड, अंधेरी पुर

(c) In case, outside the limit of this Police Station, then (या पोलीस ठाण्याच्या हद्दीबाहेर असल्यास):

Name of P.S.(पोलीस ठाण्याचे नाव):

District(State) (जिल्हा(राज्य)):

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## 6. Complainant / Informant (तक्रारदार/माहिती देणारा):

(a) Name (नाव): अनीत कमल अगरवाल

(b) Father's/Husband's Name (वडील / पती चे

(c) Date/Year of Birth (जन्म तारीख/वर्ष): 1989

(d) Nationality (राष्ट्रीयत्व): भारत

(e) UID No. (यु.आय.डी. क्र.):

(f) Passport No. (पारपत्र क्र.):

Date of Issue (दिल्याची तारीख):

Place of Issue (दिल्याचे ठिकाण):

(g) Id details (Ration Card, Voter ID Card, Passport, UID No., Driving License, PAN)

ओळखपत्र विवरण (राशन कार्ड, मतदाता कार्ड, पासपोर्ट, यूआईडी सं., ड्राइविंग लाइसेंस, पॅन कार्ड)

S.No. (अ. क्र.)	Id Type (ओळखपत्राचा प्रकार)	Id Number (ओळखपत्राचा क्रमांक)
1		

(h) Address (पत्ता):

S.No. (अ. क्र.)	Address Type (पत्त्याचा प्रकार)	Address (पत्ता)
1	वर्तमान पत्ता	901 बिकानेर भवन, जे बी नगर, अंधेरी पुर्व, मुंबई, सहार, बृहन्नमुंबई शहर, महाराष्ट्र, भारत
2	स्थायी पत्ता	901 बिकानेर भवन, जे बी नगर, अंधेरी पुर्व, मुंबई, सहार, बृहन्नमुंबई शहर, महाराष्ट्र, भारत

(i) Occupation (व्यवसाय):

(j) Phone number (फोन नं.):

Mobile (मोबाइल नं.):

## 7. Details of known/suspected/unknown accused with full particulars (माहित असलेल्या /संशयित/अनोळखी आरोपीचा संपूर्ण पत्ता):

S.No. (अ.क्र.)	Name (नाव)	Alias (उर्फनाव)	Relative's Name (नातेवाईकाचे नाव)	Present Address (वर्तमान पत्ता)
1	दिवल अगरवाल			1. बेंगलोर, सहार, बृहन्नमुंबई शहर, महाराष्ट्र, भारत
2	गिरीश अगरवाल			1. माहिती नाही, सहार, बृहन्नमुंबई शहर, महाराष्ट्र, भारत
3	कमलेश भैरव-तातावत			1. माहिती नाही, सहार, बृहन्नमुंबई शहर, महाराष्ट्र, भारत
4	नुपर अगरवाल			1. माहिती नाही, सहार, बृहन्नमुंबई शहर, महाराष्ट्र, भारत
5	समीक्षा अगरवाल			1. माहिती नाही, सहार, बृहन्नमुंबई शहर, महाराष्ट्र, भारत
6	पिकी अगरवाल			1. माहिती नाही, सहार, बृहन्नमुंबई शहर, महाराष्ट्र, भारत
7	स्वप्नील चव्हाण			1. माहिती नाही, सहार, बृहन्नमुंबई शहर, महाराष्ट्र, भारत
8	स्नेहा चव्हाण			1. माहिती नाही, सहार, बृहन्नमुंबई शहर, महाराष्ट्र, भारत
9	अतुल पांडे			1. माहिती नाही, सहार, बृहन्नमुंबई शहर, महाराष्ट्र, भारत

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10	रजनी पाडे			1. माहिती नाही, सहार, वृहनमुबई शहर, महाराष्ट्र, भारत
11	राजेश भगवानदास अगरवाल			1. माहिती नाही, सहार, वृहनमुबई शहर, महाराष्ट्र, भारत

8. Reasons for delay in reporting by the complainant/informant (तक्रारदार/माहिती देणा-याकडून तक्रार करण्यातील विलंबाची कारणे):

9. Particulars of properties of interest (संबंधीत मालमत्तेचा तपशील):

S.No. (अ.क्र.)	Property Category (मालमत्ता वर्ग)	Property Type (मालमत्ता प्रकार)	Description (वर्णन)	Value(In Rs/-) (मुल्य (रु. मध्ये))
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10 Total value of property (In Rs/-)-(चोरीस गेलेल्या मालमत्तेचे एकूण मुल्य (रु. मध्ये)):

11 Inquest Report / U.D. case No., if any (इन्क्वेस्ट अहवाल/ अकस्मात मृत्यू प्रकरण क्र.,जर असल्यास)):

S.No. (अ.क्र.)	UIDB Number (यु.आय.डी. बी.क्र.)
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12 First Information contents (प्रथम खबर हकीकत):

फिर्यादीचा सविस्तर जबाब सोबत जोडलेला आहे. गुरक्रं 155/23 श्री. अभीत कमल अगरवाल, वय 34 वर्षे, धंदा-व्यवसाय, रा.ठी. 901 बिकानेर भवन, जे.बी. नगर, अंधेरी (पुर्व), मुंबई (मोबा-9870811224)

मी, वरील प्रमाणे असुन वर नमुद पत्त्यावर माझे वडील श्री. कमल अगरवाल व आई श्रीमती संगीता अगरवाल यांच्या सोबत रहावयास आहे. माझे वडील श्री. कमल अगरवाल यानी सन-2008 मध्ये सुप्रिम ट्रान्सपोर्ट प्रा लि या नावाची कंपनी सुरु केलेली आहे. मी संगीता एव्हीएशन सर्वीस प्रा लि या कंपनीची स्थापना सन-2012 मध्ये केलेली आहे. या दोन्ही कंपन्यामध्ये मी अध्यक्ष आणि कार्यकारी संचालक म्हणुन सध्या कार्यरत आहे. दोन्ही कंपनीचे आॅसिफ 5/बी-34, 5/बी-32 अक्षय मित्तल इंडस्ट्रीयल इस्टेट, अंधेरी कुर्ला रोड, अंधेरी (पुर्व), मुंबई या ठिकाणी आहे.

कंपनीचे संचालक (1) श्री. विमल अगरवाल व (2) गिरीश अगरवाल आणि कंपनीचे सी.एफ.ओ (3) कमलेश भैरव-तातावत यांनी आपसात संगमन करुन एप्रिल-2018 ते जुलै-2022 या कालावधीत भाडे आणि वेतनाच्या नावाखाली कंपनीच्या एकुण 5 कोटी रुपयांचा अपहार केला असल्याबाबत मी डिसेंबर-2022 मध्ये मा. पोलीस सह आयुक्त, आर्थिक गुन्हे शाखा, मुंबई यांच्याकडे तक्रार केली होती, परंतु त्यांनी माझी तक्रार स्थानीक पोलीस ठाण्याकडे पाठवली असल्याचे कळविलेले आहे. सबब मी दिनांक 07/01/2023 रोजी सहार पोलीस ठाणे येथे लेखी तक्रार केली असुन त्या अनुषंगाने मी खालील प्रमाणे सविस्तर जबाब देत आहे.

सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीमध्ये मी स्वतः, तसेच माझे वडील श्री. कमल अगरवाल, माझा सख्खा धाकटा भाऊ श्री. आकाश अगरवाल आणि श्री. विमल अगरवाल व श्री. गिरीश अगरवाल असे एकुण 05 संचालक आहेत. सदर कंपनीचा मुख्य व्यवसाय मालाची रस्ते वाहतुक आणि हवाई वाहतुक करण्याचा आहे. कंपनीच्या मालकीची काही वाहने व विमान आहे. या व्यतीरीक कंपनीच्या व्यवसाया करीता आवश्यकते नुसार भाडे तत्वावर वाहने घेतली जातात. सदर कंपनीचे मुख्य कार्यालय मुंबईमध्ये असुन पनवेल, कळंबोली, राजस्थान, गुजरात, दिल्ली आणि बंगलोर या ठिकाणी शाखा व विभागीय कार्यालये आहेत.

संचालकापैकी श्री. विमल अगरवाल हे बंगलोर येथे रहावयास आहेत. श्री. गिरीश अगरवाल हे दिल्ली येथे रहावयास आहेत. ते दोघेही नात्याने माझे चुलतभाऊ आहेत. त्यांचे दिवंगत वडील कै. जगदीशप्रसाद अगरवाल माझ्या वडीलांचे सख्खे मोठे भाऊ होते. कै. जगदीशप्रसाद अगरवाल यांच्या मृत्यु नंतर श्री. विमल अगरवाल आणि श्री गिरीश अगरवाल यांची परस्परतील सहमती नुसार सुप्रिम ट्रान्सपोर्ट कंपनीमध्ये संचालक म्हणुन नियुक्ती करण्यात आली आहे. ते दोघेही प्रत्येक महिन्यातील काही दिवस मुंबईमध्ये राहुन कंपनीच्या दैनंदिन कामकाजात सहभागी होत असत.

सुप्रिम ट्रान्सपोर्ट प्रा लि. ही कंपनी तोटयात व्यवसाय करीत असल्यामुळे सन-2012 साली आमच्या कुटुंबातील आपसातील समझौत्या नुसार माझी सदर कंपनीमध्ये कार्यकारी संचालक आणि अध्यक्ष म्हणुन नेमणुक करण्यात आली आहे. तेव्हापासुन दोन्ही कंपनीचा व्यवसाय एकत्रीत रित्या वर नमुद पत्त्यावरील कंपनीच्या कार्यालयातुन माझ्या देखरेखीखाली करण्यात येत आहे. संगीता एव्हीएशन या कंपनीच्या विरुद्ध धकबाकी देय असल्याकारणाने एका कंपनीने एन.सी.एल.टी. येथे इन्साॅल्व्हन्सी पीटीशन दाखल केले होते. त्यानुसार मा. एन.सी.एल.टी. प्राधिकरणाने संगीता एव्हीएशन या कंपनीस दिवाळखोर म्हणुन दिनांक 10/08/2021 रोजी घोषित केले होते. त्याविरुद्ध कंपनीच्या वतीने अपीलिय प्राधिकरणाकडे दाद मागण्यात आली असुन त्याची सुनावणी चालू आहे. त्यामुळे संगीता एव्हीएशन या कंपनीच्या सर्व आर्थिक व्यवहारांवर मा. एन.सी.एल.टी. प्राधिकरणाने नेमलेल्या आय.आर.पी. श्री बिजेंद्र झा यांची देखरेख आहे.

सन-2014 मध्ये आमच्या कंपनीमध्ये श्री. वरुण रमेश काकरीया, रा.ठी. बि विंग, शरयु बिल्डींग, सुचीघाम, फिल्म सिटी रोड, मालाड

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N.C.R.B (एन.सी.आर.बी)

I.I.F.-I (एकीकृत अन्वेषण फॉर्म - १)

(पूर्व), मुंबई याची नेमणुक सदर कंपनीमध्ये सहाय्यक म्हणून करण्यात आली होती.

सन-2016 साली आमच्या कंपनीमध्ये श्री कमलेश भैरव-तातावत, रा.ठी. 89/डी, नारायण विहार-1, जगन्नाथपुर, संगानेर, जयपुर, राजस्थान याची चिफ फायनान्स ऑफिसर म्हणून नियुक्ती केली होती. तसेच त्याचा सुलतभाऊ मुकेश भैरव -तातावत याची नियुक्ती चिफ ऑपरेशन ऑफिसर म्हणून केली होती.

दोन्ही कंपन्या वेळोवेळी सरकारच्या विविध खात्यातर्फे जाहीर करण्यात आलेल्या प्रकल्पात ठेकदार म्हणून सहभागी होत असतात. सदर कंत्राट मिळविण्या करीता करावयाची संपुर्ण प्रक्रीया, त्या करीता आवश्यक असलेले सर्व कागदोपत्री व्यवहार, वेळोवेळी संबंधीत सरकारी अधिका-या समवेत संपर्क ठेवणे, कंत्राट पुर्ण करण्या करीता विविध व्यवसायीकांची मदत घेणे, कंत्राटा प्रमाणे नेमून दिलेले काम पुर्ण करणे, सरकारी कार्यालयातून येणे असलेल्या रकमेचा पाठपुरावा करणे, कंपनी तर्फे विविध व्यवसायीकांना देय असलेली रक्कम अदा करणे इत्यादी अनेक कार्ये व्यवसाया निमित्त करावी लागतात. या सर्व कामाची जबाबदारी श्री. कमलेश तातावत आणि श्री. वरुण काकरीया यांच्यावर सोपविण्यात आली होती, त्या प्रमाणे ते दोघेजण कंपनीतील कामकाज करीत होते.

माझे पूर्वीचे मित्र रव्णील चव्हाण आणि अतुल पांडे हे सुध्दा वर नमुद पत्त्यावरील कंपनीच्या कार्यालयात नेहमी येत-जात होते. आमच्या दोन्ही कंपनीचे एच.डी.एफ.सी बँक, बँक ऑफ इंडिया, पंजाब नॅशनल बँक, सिटी बँक, डी.सी.बी बँक इत्यादी बँकेमध्ये बँक खाते आहेत. सदर बँक खात्याचा तपशील खालील प्रमाणे आहे.

Bank Name  
Account Number  
M/s Supreme Transport Origination Pvt. Limited  
HDFC  
10452840000014

HDFC  
03302840000157

HDFC  
01662840000470

HDFC  
03302840000140

04072840000053

HDFC  
00602340000085

PNB  
10451131002901

BOI  
843720110000498  
843720110000498  
BOI  
004420110000823

श्री. अमीत कमल अगरवाल, वय 34 वर्षे यांचा जबाब पुढे चालु.....

Bank Name  
Account Number  
M/s Sangeeta Aviation Services Pvt. Ltd  
Development Credit Bank

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N.C.R.B (एन.सी.आर.बी)

I.I.F.-I (एकीकृत अन्वेषण फॉर्म - १)

(Customer ID  
102173678)  
00421300002745

HDFC  
50200008133578

Citi Bank  
0060246114

Punjab National Bank  
10454015001858

तसेच कंपनीच्या व्यवहारातील सुलभते करीता माझे व्यक्तीगत बँक खाती कंपनीच्या कार्यालयातुन वेळोवेळी वापरण्यात येत असतात. माझ्या वैयक्तिक बँक खात्याचा तपशील खालील प्रमाणे

Bank Name  
Account Number  
Mr. Ammeet K. Agarwal  
Development Credit Bank  
00410200001403

PNB  
10452191004874

वर नमुद केलेली सर्व बँक खाती व्यवहारीक सुलभते करीता नेट बँकींगच्या माध्यमातुन वापरली जातात. उपरोक्त HDFC बँक खात्यापैकी सुप्रिम ट्रान्सपोर्ट प्रा लि कंपनीच्या भव्य बँकेतील सर्व खात्याचा रजिस्टर्ड ईमेल आयडी हप्तपेी ;Mh girish@stopl.in आणि रजिस्टर्ड मोबाईल क्रमांक 9311701121 असा असुन सदरचा ईमेल आयडी आणि मोबाईल नंबर श्री. गिरीश अगरवाल यांच्या व्यक्तीगत वापरात आहे. तसेच इतर सर्व बँक खात्याचा रजिस्टर्ड ईमेल आय.डी.-Mh- kamlesh@supremeavaialtion.com आणि रजिस्टर्ड मोबाईल नंबर 8078655144 असा असुन तो कमलेश तातावत यांच्या व्यक्तीगत वापरात आहे. मला कंपनीच्या कामासाठी सतत पदेघात तसेच भारतातील विविध भागात जावे लागते, त्यामुळे मला कंपनीच्या दैनंदिन आर्थिक व्यवहाराचे कामकाज पाहणे शक्य नसल्यामुळे मी आमच्या दोन्ही कंपनीच्या सर्व आर्थिक व्यवहाराची तसेच माझ्या वैयक्तिक बँक खात्यातील ऑनलाईन/ऑफलाईन व्यवहाराची संपुर्ण जबाबदारी सी.एफ.ओ कमलेश तातावत याच्यावर सोपवली होती. तसेच कमलेश तातावत याला कंपनीच्या कामकाजा करीता एक स्वतंत्र लपटाप आणि संगणक देण्यात आलेला होता.

मी, जुलै-2022 मध्ये कंपनीच्या आर्थिक व्यवहाराचा आढावा घेत असताना मला काही माहीती आवश्यक असल्याने मी कमलेश आणि वरुण यांना आमच्या कंपनीस येणे असलेल्या रकमेचा तपशील मागीतला होता. त्यावेळी निष्पांन लिमिटेड कंपनीकडुन आमच्या कंपनीला काही रक्कम येणे बाकी असल्याचे समजले. त्यामुळे मी स्वतः जुलै ते सप्टेंबर-2022 मध्ये निष्पांन कंपनीच्या सबधीत अधिका-यांना अनेकवेळ ईमेल पाठवुन आमच्या कंपनीची देय असलेली रक्कम लवकरात लवकर अदा करावी अशी विनंती केली होती.

ब-याच प्रयत्ना नंतर दिनांक 26/08/2022 रोजी निष्पांन लिमिटेड कंपनीच्या पदाधिका-यांनी मला ईमेल पाठवुन आमच्या कंपनीला देय असलेली रक्कम आमच्या कंपनीच्या BOI A/C No843720110000498 मध्ये ट्रान्सफर केली असल्याचे कळविले होते. मी उपरोक्तBOI बँक खात्याचे स्टेटमेंट प्राप्त करुन त्याचे अवलोकन केले असता दिनांक 26/07/2022 रोजी निष्पांन लिमिटेड कंपनीकडुन एकुण 03,22,616/- एवढी रक्कम बँक खात्यामध्ये क्रेडीट झाली असल्याचे आढळुन आले. परंतु दिनांक 27/07/2022 रोजी एकुण 03,23,278/- एवढी रक्कम कंपनीचे संचालक श्री. विमल अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आली असल्याचे आढळुन आले.

सदर वेळी मी परदेशात असल्यामुळे सी.एफ.ओ. श्री. कमलेश तातावत यांच्याशी संपर्क साधुन त्यांच्याकडे विमल अगरवाल यांना दिनांक 27/07/2022 रोजी करण्यात आलेल्या पेमेंट बाबत विचारणा केली, परंतु त्यांनी मला कोणतीही समाधानकारक माहीती दिली नाही. सबब श्री. विमल अगरवाल यांच्याशी संपर्क केला परंतु त्यांनीही मला कोणतीही समाधान कारक माहीती दिली नाही. त्यानंतर कमलेश तातावत आणि वरुण काव्हीया यांनी अचानक कंपनीच्या ऑफिसमध्ये येणे बंद केले.

श्री. विमल अगरवाल व कमलेश तातावत यांच्या एकंदरीत वर्तणुकीवरुन त्यांनी कंपनीमध्ये काहीतरी आर्थिक गैरव्यवहार केला असावा अशी शंका आल्यामुळे मी परदेशातुन भारतात आल्यानंतर आमच्या कंपनीचे चार्टर्ड अकाउंटंट श्री. गिरीश मुंदडा यांना दिनांक 06/09/2022 रोजी लेखी पत्र पाठवुन कंपनीच्या बँक खात्याची तसेच आर्थिक व्यवहाराची चौकशी/छाननी करुन त्यांनी केलेल्या चौकशी/छाननीचा निष्कर्ष कळविण्याची विनंती केली होती. त्या प्रमाणे त्यांनी आमच्या कंपनीच्या आर्थिक व्यवहाराची तपासणी करुन त्यांचा अहवाल दिनांक 02/03/2023 रोजी वरिष्ठ पोलीस निरीक्षक, साहार पोलीस ठाणे यांना पाठविलेला आहे. त्याची प्रत मी यासोबत सादर करीत आहे.

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सुप्रीम ट्रान्सपोर्ट, संगीता एव्हीएशन आणि माझ्या वैयक्तिक (उपरोक्त नमुद) बँक खात्याची माहिती व बँक स्टेटमेंट घेऊन त्याचे अवलोकन केले असता भाडे आणि वेतनाच्या नावाखाली सुप्रीम ट्रान्सपोर्ट कंपनी, संगीता एव्हीएशन आणि माझ्या वैयक्तिक बँक बँक खात्यातून खालील व्यक्तीच्या बँक खात्यामध्ये एकूण 6,27,36,180/- एवढी रक्कम ट्रान्सफर झाली असल्याचे आढळून आले. सदर व्यक्तीची नावे व त्यांच्या बँक खात्याची माहिती खालील प्रमाणे आहे.

1) श्री. विमल अगरवाल यांचे HDFC Bank A/c No 02721000019875 या खात्यामध्ये दिनांक 03/04/2018 ते दिनांक 09/07/2022 या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकूण रक्कम रु. 1,86,26,908 , संगीता एव्हीएशन कंपनीच्या खात्यातून एकूण रक्कम रु. 13,93,250 आणि अमित अगरवाल यांच्या खात्यातून रु. 8,00,000 अशी एकत्रित 02,08,20,158/- इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

श्री. अमीत कमल अगरवाल, वय 34 वर्षे यांचा जबाब पुढे चालू.....

2) श्रीमती नुपुर विमल अगरवाल यांचे HDFC Bank A/c No 02721000018984 या खात्यामध्ये दिनांक 16/01/2018 ते दिनांक 06/07/2022 या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकूण रक्कम रु. 22,14,824 , संगीता एव्हीएशन कंपनीच्या खात्यातून एकूण रक्कम रु. 8,17,600 आणि अमित अगरवाल यांच्या खात्यातून रु. 8,00,000 अशी एकत्रित 38,32,424. इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

3) श्री. गिरीश जगदीशप्रसाद अगरवाल यांचे 02721000019892 या खात्यामध्ये दिनांक 22/06/2018 ते दिनांक 06/07/2022 या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकूण रक्कम रु. 11,05,072 , संगीता एव्हीएशन कंपनीच्या खात्यातून एकूण रक्कम रु. 13,93,250 आणि अमित अगरवाल यांच्या खात्यातून रु. 8,00,000 अशी एकत्रित 32,98,332. इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

4) श्रीमती समीक्षा गिरीश अगरवाल यांचे HDFC Bank A/c No 02721000070214 या खात्यामध्ये दिनांक 22/06/2018 ते दिनांक 06/07/2022 या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकूण रक्कम रु. 08,79,970 , संगीता एव्हीएशन कंपनीच्या खात्यातून एकूण रक्कम रु. 10,95,500 आणि अमित अगरवाल यांच्या खात्यातून रु. 8,00,000 अशी एकत्रित 27,75,470. इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

5) श्रीमती पिंकी जगदीशप्रसाद अगरवाल यांचे HDFC Bank A/c No02721000055437 या खात्यामध्ये दिनांक 04/05/2018 ते दिनांक 06/07/2022 या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकूण रक्कम रु. 11,94,970 , संगीता एव्हीएशन कंपनीच्या खात्यातून एकूण रक्कम रु. 8,77,150 आणि अमित अगरवाल यांच्या खात्यातून रु. 7,86,611 अशी एकत्रित 28,58,700/-रक्कम ट्रान्सफर करण्यात आले आहेत.

6) श्री. अतुल सुरेद्र पांडे यांचेHDFC Bank A/c No 12111140000459 या खात्यामध्ये दिनांक 31/08/2019 ते दिनांक 15/12/2021 या कालावधीत एकूण 37,34,00,000. इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

7) श्रीमती रजनी सुरेद्र पांडे यांचे PNB Bank A/c No 1565000100131966 या खात्यामध्ये दिनांक 09/10/2020 ते दिनांक 05/12/2020 या कालावधीत एकूण 11,00,00,000. इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

-----8) श्री. रव्हीनल बबन चव्हाण यांचेICICI Bank A/c No 104401531869 -Axis Bank A/c No921010008877100 या खात्यामध्ये दिनांक 15/11/2019 ते दिनांक 27/12/2021 या कालावधीत एकूण 45,52,400. इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

9) श्रीमती स्नेहा बबन चव्हाण यांचे Saraswat Bank A/c No013200128873557 या खात्यामध्ये दिनांक 04/07/2019 ते दिनांक 07/09/2021 या कालावधीत एकूण 47,55,000. इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

10) तसेच रव्हीनल चव्हाण याने दिनांक 05/03/2017 रोजी UAE देसात "पोटोमॅक एव्हीएशन टेक्नाॅलाजी" नावाची कंपनी स्थापन केली आहे. तसेच सदर कंपनीच्या "नुर ट्रेड बँक, यु.ए.ई" येथे बँक खाते उघडले असून सदर बँक खात्याचा पत्ता मरोळ मरोळी रोड, अंधेरी (पुर्व), मुंबई येथील आहे. तसेच सुप्रीम एव्हीएशन कंपनीच्या बँक खात्यातून पोटोमॅक कंपनीच्या बँक खात्यामध्ये खालील प्रमाणे रक्कम ट्रान्सफर केली आहे.

Sr. No  
Transaction Date  
Amount

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N.C.R.B (एन.सी.आर.बी)

I.I.F.-I (एकीकृत अन्वेषण फॉर्म - १)

Value in INR  
01  
19/04/2017  
72,932.15 AED  
16,04,500/-

02  
19/04/2017  
72,983.04 AED  
16,05,000/-

Total  
32,09,500/-

11) श्री. राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्य दिनांक 27/02/2019 ते दिनांक 04/09/2020 या कालावधीत एकूण 90,85,437 इतकी रक्कम संगीता एव्हीएनन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

12) श्री. राजेश भगवानदास अगरवाल यांच्या मालकीच्या बालाजी एंटरप्रायझेसच्या Bassein Catholic Co-Op Bank Ltd A/c No 012130300000051 या बँक खात्यामध्य दिनांक 27/02/2019 ते दिनांक 04/09/2020 या कालावधीत एकूण 27,14,759 इतकी रक्कम संगीता एव्हीएनन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

तसेच विमल अगरवाल, नुपुर अगरवाल, गिरीष अगरवाल व पिंकी अगरवाल यांनी त्यांच्या व्यक्तिगत विदेशी प्रवासाकरीता वेळोवेळी सुप्रिम ट्रान्सपोर्ट व संगीता एव्हीएनन तसेच माझ्या बँक खात्यावर रक्कम पाठविलेल्या होत्या. परंतु त्यांचा विनायीयोग हा त्यांच्याच विदेश प्रवासाकरीता करण्यात आलेला होता. त्याबाबत सर्व हिशोब माझ्याकडे आहे.

वस्तुतः गेली अनेक वर्षे सुप्रिम ट्रान्सपोर्ट व संगीता एव्हीएनन या दोन्ही कंपन्या सातत्याने तोट्यात चालविण्यात येत आहेत. त्यामुळे मी सन 2012 सालापासून ते आजपावेतो कंपनीच्या खात्यामधून कोणताही आर्थिक मोबदला घेतलेला नाही. तसेच माझे वडील श्री कमल अगरवाल माझा सख्खा धाकटा भाउ आकाश अगरवाल यांनीही कोणताही आर्थिक मोबदला घेतलेला नाही. त्यामुळे वर नमुद केल्यानुसार श्री विमल अगरवाल आणि इतरांच्या खात्यामध्ये एवढी प्रचंड रक्कम सन 2018 ते 2022 या कालावधीत टप्प्या टप्प्याने वळती करण्यामागे त्यांचा लबाडीचा उद्येप असल्याचे स्पष्ट दिसून येते. तसेच सदरची रक्कम वळती केल्याबाबत मला या

श्री. अमीत कमल अगरवाल, वय 34 वर्षे यांचा जबाब पुढे चालू.....

कालावधीत कमलेष तातावत आणि वरून काकरीया यांच्याकडूनही कोणतीही पुर्वकल्पना प्राप्त झालेली नव्हती. त्यावरून विमल अगरवाल आणि इतर लाभार्थी तसेच कमलेष तातावत आणि वरून काकरीया यांच्यात आपआपसात संगणमत असल्याचेही मला स्पष्ट झाले आहे.

मी कंपनीचे संचालक श्री. विमल अगरवाल, श्री. गिरीष अगरवाल, स्वप्नील चव्हाण, अतुल पांडे व राजेश अगरवाल यांच्याशी संपर्क साधण्याचा वारवार प्रयत्न केला परंतु त्यांनी कोणताही प्रतिसाद दिलेला नाही. उलटपक्षी दिनांक 11/11/2022 रोजी श्री. विमल अगरवाल व श्री. गिरीष अगरवाल यांनी एन.सी.एल.टी (नॅशनल कंपनी लाॅ ट्रिब्युनल), मुंबई यांच्याकडे खटला दाखल करून सदर खटल्यामध्ये दिनांक 01/04/2019 पासून सुप्रिम ट्रान्सपोर्ट कंपनीने त्यांना कोणत्याही प्रकारचे मानघन दिले नाही असा दावा केला आहे.

(1) विमल अगरवाल (2) नुपुर अगरवाल (3) गिरीष अगरवाल (4) समीक्षा अगरवाल (5) पिंकी अगरवाल (6) स्वप्नील चव्हाण (7) स्नेहा चव्हाण (8) अतुल पांडे व (9) रजनी पांडे, (10) राजेश भगवानदास अगरवाल तसेच इतर काही व्यक्तींनी आणखीन काही रकमेचा अपहार केला असण्याची शक्यता असून त्या अनुषंगाने कंपनीतील आर्थिक व्यवहाराची बारकाईने छाननी/पडताळणी करण्यात येत आहे. पडताळणी दरम्यान नमुद व्यक्तींनी आणखीन काही रकमेचा अपहार केल्याचे निदर्शनास येताच तात्काळ सहार पोलीस ठाणेस कळविण्यात येईल.

तरी सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीचे संचालक (1) श्री. विमल अगरवाल व (2) गिरीष अगरवाल आणि सी.एफ.ओ (3) कमलेष भैरव तातावत यांनी एप्रिल-2018 ते जुलै-2022 या कालावधीत आपसात संगणमत करून त्यांच्या वैयक्तीक आर्थिक फायद्या करीता भाडे आणि वेतनाच्या नावाखाली सुप्रिम ट्रान्सपोर्ट, संगीता एव्हीएनन सर्वीस व माझ्या वैयक्तीक बँक खात्यातून खात्यातून एकूण 6,27,36,180/- रुपये एवढी रक्कम (1) विमल अगरवाल (2) नुपुर अगरवाल (3) गिरीष अगरवाल (4) समीक्षा अगरवाल (5) पिंकी अगरवाल (6) स्वप्नील चव्हाण (7) स्नेहा चव्हाण (8) अतुल पांडे व (9) रजनी पांडे, (10) राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करून एकूण 6,27,36,180/- एवढ्या रकमेचा अपहार करून फसवणुक केली आहे, म्हणून माझी त्यांचे विरुद्ध तक्रार असून कायदेशिर कारवाई होण्यास विनंती आहे.

३९

N.C.R.B (एन.सी.आर.बी)

I.I.F.-I (एकीकृत अन्वेषण फॉर्म - १)

13. Action Since the above information reveals commission of offence(s) u/s as mentioned at (केलेली कारवाई: बाब क्र.२ मध्ये नमूद केलेल्या कलमान्वये वरील अहवालावरून अपराध घडल्याचे.)

(1) Registered the case and took up the investigation: (प्रकरण नोंदविले आणि तपासाचे काम हाती घेतले): or (किंवा)

(2) Directed (Name of I.O.) (तपास अधिका-याचे नाव): SANDEEP LAXMAN SHINDE  
Rank (पद): I (Inspector)

No.(क्र.): PBMAH85460 to take up the investigation (ला तपास करण्याचे अधिकार दिले) or (किंवा)

(3) Refused investigation due to (ज्या कारणामुळे तपास करण्यास नकार दिला):

or (ज्या कारणामुळे तपास करण्यास नकार दिला)

(4) Transferred to P.S.(गुन्हा दुसरीकडे पाठविला असल्यास त्या पोलीस ठाण्याचे नाव):

District (जिल्हा):

on point of jurisdiction (को क्षेत्राधिकार के कारण हस्तांतरित) .

F.I.R. read over to the complainant / informant, admitted to be correctly recorded and a copy given to the complainant / informant free of cost. (प्रथम खबर तक्रारदाराला/खबरीला वाचून दाखविली, बरोबर नोंदविली असल्याचे त्याने मान्य केले आणि तक्रारदाराला/खबरीला खबरीची प्रत मोफत दिली.)

R.O.A.C.(आर. ओ .ए .सी.)

14. Signature/Thumb impression of the complainant / informant.(तक्रारदाराची/खबर देणा-याची सही/अंगठा):

15. Date and time of dispatch to the court (न्यायालयात पाठवल्याची तारीख व वेळ):

*Sanjay Yashwant Govilkar*

*Sanjay*

Signature of Officer in charge, Police Station (ठाणे, प्रभारी अधिका-याची)

Name (नाव): sanjay yashwant govilkar

Rank(पद): I (Inspector)

No.(सं.): मुंबई

कार्यालय नगर परिषद् बालोतरा जिला बालोतरा

क्रमांक/न.प.बा/भूमि/

दिनांक

नोटिस

श्री सतीस कुमार अग्रवाल पुत्र किशनलालजी  
जाति अग्रवाल निवासी खेड रोड हाल महाराष्ट्र  
संपर्क नम्बर -

विषय :- मिथ्या विपदेशन व कपटपूर्ण तथ्यों के आधार पर प्राप्त किये गये पट्टा संख्या 1228  
दिनांक 21.12.2012 को निरस्त करने व जमासुदा राशि जब्त करने बाबत।

उपरोक्त विधान्तर्गत लेख है कि आपके द्वारा ग्राम खेड खसरा नम्बर 4/1/1 प्लोट न.  
ए - 9 पत्रावली सं. 219/2005 में पट्टा प्राप्ति हेतु आवेदन नगर परिषद् में प्रस्तुत किया  
गया था जिसके आधार पर नगर परिषद् द्वारा वाणिज्यिक पट्टा संख्या 1227 दिनांक 21.12.  
2012 को आपके नाम का जारी किया गया था इस संबंध में मैसर्स सुप्रीम ट्रांसपोर्ट  
आर्गोनाईजेशन प्राईवेट लि.डायरेक्टर श्री अमित कुमार अग्रवाल निवासी मुम्बई महाराष्ट्र की  
और से दस्तावेज लिखित ऐतराज प्रमिषेदन नगर परिषद् में प्रस्तुत किया गया है।

अतः आप उक्त के संबंध में पूर्ण तथ्य एवं दस्तावेज आगामी 03 दिवस के भीतर  
अधोहस्ताक्षरकर्ता के समक्ष प्रस्तुत करना सुनिश्चित करे अन्यथा की स्थिति में वर्णित शर्तों के  
अधीन उक्त पट्टा विलेख को निरस्त कर जमासुदा राशि जब्त कर जी जायेगी।  
सूचित रहे।



आयुक्त  
नगर परिषद् बालोतरा  
नगर परिषद् बालोतरा



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## कार्यालय नगर परिषद् बालोतरा जिला बालोतरा

क्रमांक / न.प.बा / भूमि /

दिनांक

### नोटिस

श्री सतीस कुमार अग्रवाल पुत्र किशनलालजी  
जाति अग्रवाल निवासी खेड रोड हाल महाराष्ट्र  
संपर्क नम्बर -

विषय :- मिथ्या विपदेशन व कपटपूर्ण तथ्यों के आधार पर प्राप्त किये गये पट्टा संख्या 119  
दिनांक 21.11.2005 को निरस्त करने व जमासुदा राशि जप्त करने बाबत।

उपरोक्त विध्वान्तर्गत लेख है कि आपके द्वारा ग्राम खेड खसरा नम्बर 4/1/1 प्लोट न.  
ए 5 पत्रावली सं. 219/2005 में पट्टा प्राप्ति हेतु आवेदन नगर परिषद् में प्रस्तुत किया गया  
था जिसके आधार पर नगर परिषद् द्वारा वाणिज्यिक पट्टा संख्या 119 दिनांक 21.11.2005  
को आपके नाम का जारी किया गया था इस संबंध में मैसर्स सुप्रीम ट्रांसपोर्ट आर्गोनाईजेशन  
प्राईवेट लि. डायरेक्टर श्री अमित कुमार अग्रवाल निवासी मुम्बई महाराष्ट्र की ओर से दस्तावेज  
लिखित ऐतराज प्रमिवेदन नगर परिषद् में प्रस्तुत किया गया है।

अतः आप उक्त के संबंध में पूर्ण तथ्य एवं दस्तावेज आगामी 03 दिवस के भीतर  
अधोहस्ताक्षरकर्ता के समक्ष प्रस्तुत करना सुनिश्चित करे अन्यथा की स्थिति में वर्णित शर्तों के  
अधीन उक्त पट्टा विलेख को निरस्त कर जमासुदा राशि जप्त कर जी जायेगी।

सूचित रहे।



आयुक्त  
नगर परिषद् बालोतरा  
नगर परिषद् बालोतरा



## कार्यालय नगर परिषद् बालोतरा जिला बालोतरा

क्रमांक / न.प.बा / भूमि /

दिनांक

नोटिस

श्री आन्नद कुमार अग्रवाल पुत्र नागरमलजी  
जाति अग्रवाल निवासी महाराष्ट्र  
संपर्क नम्बर -

विषय :- मिथ्या विपदेशन व कपटपूर्ण तथ्यों के आधार पर प्राप्त किये गये पट्टा संख्या 139  
दिनांक 26.11.2005 को निरस्त करने व जमासुदा राशि जब्त करने बाबत।

उपरोक्त विध्यान्तर्गत लेख है कि आपके द्वारा ग्राम खेड़ खसरा नम्बर 4/1/1 प्लोट न.  
ए-5 पत्रावली सं. 223/2005 में पट्टा प्राप्ति हेतु आवेदन नगर परिषद् में प्रस्तुत किया गया  
था जिसके आधार पर नगर परिषद् द्वारा व्यावसायिक पट्टा संख्या 139 दिनांक 5.10.2005  
को आपके नाम का जारी किया गया था इस संबंध में मैसर्स सुप्रीम ट्रांसपोर्ट आर्गोनाईजेशन  
प्राईवेट लि. डायरेक्टर श्री अमित कुमार अग्रवाल निवासी मुम्बई महाराष्ट्र की ओर से दस्तावेज  
लिखित ऐतराज प्रतिवेदन नगर परिषद् में प्रस्तुत किया गया है।

अतः आप उक्त के संबंध में पूर्ण तथ्य एवं दस्तावेज आगामी 03 दिवस के भीतर  
अधोहस्ताक्षरकर्ता के समक्ष प्रस्तुत करना सुनिश्चित करे अन्यथा की स्थिति में वर्णित शर्तों के  
अधीन उक्त पट्टा विलेख को निरस्त कर जमासुदा राशि जब्त कर जी जायेगी।

सूचित रहे।



आयुक्त  
नगर परिषद् बालोतरा  
नगर परिषद् बालोतरा



# कार्यालय नगर परिषद् बालोतरा जिला बालोतरा

क्रमांक / न.प.बा / भूमि /

दिनांक

## आदेश

निम्नांकित आवेदक द्वारा नगर परिषद् बालोतरा में गलत तथ्य प्रस्तुत कर खसरा सं. 1868/14 लीजडीड जारी करवाया गया-

क्र.सं.	पट्टाधारक का नाम	लीजडीड क्रमांक	दिनांक
1.	श्री सतीष कुमार पुत्र किशनलालजी जाति अग्रवाल निवासी	1227/2012	21.12.2012

नगर परिषद् स्तर द्वारा लीजडीड में आवेदक द्वारा गलत तथ्य प्रस्तुत कर लीजडीड प्राप्त किये जाने की शिकायत मैसर्स सुप्रीम ट्रांसपोर्ट आर्गोनाईजेशन प्राईवेट लि. डायरेक्टर श्री अमित कुमार अग्रवाल निवासी मुम्बई महाराष्ट्र द्वारा शिकायत प्रस्तुत की गई। प्रस्तुत शिकायत के पश्चात इस कार्यालय द्वारा आपको कार्यालय नोटिस क्रमांक नपबा/भूमि/..... दिनांक .....को पूर्ण तथ्य मय दस्तावेज सहित कार्यालय में पेश करने को कहा गया, आप द्वारा इस संदर्भ में तथ्य प्रस्तुत कर अवगत कराया गया कि आप द्वारा मिथ्या दस्तावेज पेश कर उक्त का गलत पट्टा प्राप्त करने की कार्यवाही की गई है।

अतः The Rajasthan Laws (Amendment) act 2021 act no 05 of 2021 chapter iii amendment in Rajasthan act 2009 (4) की धारा 73 बी के तहत तथा पट्टा शर्त सं. 09 (यदि आवंटन या पट्टा विलेख के निष्पादन यह पाया जाता है कि आवंटन या पट्टा विलेख विधि की दुरभिसंधि या उसके उल्लंघन में कपटपूर्ण दस्तावेज के आधार पर दुर्व्यपरदेशन द्वारा अभिप्राप्त किया गया है या आवंटन या पट्टा विलेख के निबंधनो और शर्तों का अतिक्रमण किया गया है तो नगर परिषद् उक्त भूखण्ड पर उसके किसी सन्निर्माण सहित उसके प्रतिसंहत करेगा जो सभी प्रभारों से रहित नगर परिषद् में निहित समझे जायेंगे और नगर परिषद्, किसी भी व्यक्ति को कारित किसी भी प्रकार की नुकसानी के दायी नहीं होगा) के तहत शक्तियों का उपयोग करते हुए उक्त जारी लीजडीड संख्या 1228 दिनांक 21.12.2012 को तुरन्त प्रभाव से निरस्त किया जाता है।

सूचित रहें।

क्रमांक : नपबा/भूमि/2025/

दिनांक :

प्रतिलिपि : सूचनार्थ एवं आवश्यक कार्यवाही हेतु -

1. श्रीमान उप रजिस्ट्रार जसोल को भेजकर अनुरोध है कि उक्त पट्टे को आहिदा रजिस्ट्री न की जावें।
2. सभी शाखा प्रभारी नगर परिषद् बालोतरा को भेजकर लेख है कि उक्त निरस्त लीजडीड को उपयोग में न ली जावें।
3. समस्त शाखा प्रबंधक.....बैंक, बालोतरा।
4. भूमि शाखा नगर परिषद् बालोतरा।
5. श्री सतीष कुमार पुत्र किशनलालजी जाति अग्रवाल निवासी 5B 34 AKSHAY MITTAL INDUSTRIAL ESTATE M.V. ROAD ANDHERI EAST MUMBAI 400059
6. मैसर्स सुप्रीम ट्रांसपोर्ट आर्गोनाईजेशन प्राईवेट लि. डायरेक्टर श्री अमित कुमार अग्रवाल निवासी मुम्बई महाराष्ट्र

आयुक्त  
नगर परिषद् बालोतरा  
नगर परिषद् बालोतरा

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# कार्यालय नगर परिषद् बालोतरा जिला बालोतरा

क्रमांक / न.प.बा / भूमि /

दिनांक

## आदेश

निम्नांकित आवेदक द्वारा नगर परिषद् बालोतरा में गलत तथ्य प्रस्तुत कर खसरा सं. 231/1 लीजडीड जारी करवाया गया-

क्र.स.	आवेदक का नाम	लीजडीड क्रमांक	दिनांक
1.	आनन्द कुमार अग्रवाल पुत्र नागरमल अग्रवाल निवासी महाराष्ट्र	139/2005	26.11.2005

नगर परिषद् स्तर द्वारा लीजडीड में आवेदक द्वारा गलत तथ्य प्रस्तुत कर लीजडीड प्राप्त किये जाने की शिकायत मैसर्स सुप्रीम ट्रांसपोर्ट आर्गोनाईजेशन प्राईवेट लि. डायरेक्टर श्री अमित कुमार अग्रवाल निवासी मुम्बई महाराष्ट्र द्वारा शिकायत प्रस्तुत की गई। प्रस्तुत शिकायत के पश्चात इस कार्यालय द्वारा आपको कार्यालय नोटिस क्रमांक नपबा/भूमि/..... दिनांक .....को पूर्ण तथ्य मय दस्तावेज सहित कार्यालय में पेश करने को कहा गया, आप द्वारा इस संदर्भ में तथ्य प्रस्तुत कर अवगत कराया गया कि आप द्वारा मिथ्या दस्तावेज पेश कर उक्त का गलत पट्टा प्राप्त करने की कार्यवाही की गई है।

अतः The Rajasthan Laws ( Amendment ) act 2021 act no 05 of 2021 chapter iii amendment in Rajasthan act 2009 (4) की धारा 73 बी के तहत तथा पट्टा शर्त सं. 09 (यदि आवंटन या पट्टा विलेख के निष्पादन यह पाया जाता है कि आवंटन या पट्टा विलेख विधि की दुरभिसंधि या उसके उल्लंघन में कपटपूर्ण दस्तावेज के आधार पर दुर्यपरदेशन द्वारा अभिप्राप्त किया गया है या आवंटन या पट्टा विलेख के निबंधनो और शर्तों का अतिक्रमण किया गया है तो नगर परिषद् उक्त भूखण्ड पर उसके किसी सन्निर्माण सहित उसके प्रतिसंहत करेगा जो सभी प्रभारो से रहित नगर परिषद् में निहित समझे जायेंगे और नगर परिषद्, किसी भी व्यक्ति को कारित किसी भी प्रकार की नुकसानी के दायी नही होगा) के तहत शक्तियों का उपयोग करते हुए उक्त जारी लीजडीड संख्या 139 दिनांक 26.11.2005 को तुरन्त प्रभाव से निरस्त किया जाता है।

सूचित रहें।

आयुक्त आयुक्त  
नगर परिषद् बालोतरा

क्रमांक : नपबा/भूमि/2005/

दिनांक

प्रतिलिपि : सूचनार्थ एवं आवश्यक कार्यवाही हेतु -

1. श्रीमान उप रजिस्ट्रार जसोल को भेजकर अनुरोध है कि उक्त पट्टे को आहिदा रजिस्ट्री न की जावें।
2. सभी शाखा प्रभारी नगर परिषद् बालोतरा को भेजकर लेख है कि उक्त निरस्त लीजडीड को उपयोग में न ली जावें।
3. समस्त शाखा प्रबंधक.....बैक, बालोतरा।
4. भूमि शाखा नगर परिषद् बालोतरा।
5. श्री सतीष कुमार पुत्र किशनलालजी जाति अग्रवाल निवासी 5B 34 AKSHAY MITTAL INDUSTRIAL ESTATE M.V. ROAD ANDHERI EAST MUMBAI 400059
6. मैसर्स सुप्रीम ट्रांसपोर्ट आर्गोनाईजेशन प्राईवेट लि. डायरेक्टर श्री अमित कुमार अग्रवाल निवासी मुम्बई महाराष्ट्र

आयुक्त आयुक्त  
नगर परिषद् बालोतरा  
नगर परिषद् बालोतरा





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# कार्यालय नगर परिषद् बालोतरा जिला बालोतरा

क्रमांक / न.प.बा / भूमि /

दिनांक

## आदेश

निम्नांकित आवेदक द्वारा नगर परिषद् बालोतरा में गलत तथ्य प्रस्तुत कर खसरा सं. 231/1 लीजडीड जारी करवाया गया—

क्र.सं.	पट्टाधारक का नाम	लीजडीड क्रमांक	दिनांक
1.	श्री सतीष कुमार पुत्र किशनलालजी जाति अग्रवाल निवासी महाराष्ट्र	119/2005	05.10.2005

नगर परिषद् स्तर द्वारा लीजडीड में आवेदक द्वारा गलत तथ्य प्रस्तुत कर लीजडीड प्राप्त किये जाने की शिकायत मैसर्स सुप्रीम ट्रांसपोर्ट आर्गोनाईजेशन प्राईवेट लि. डायरेक्टर श्री अमित कुमार अग्रवाल निवासी मुम्बई महाराष्ट्र द्वारा शिकायत प्रस्तुत की गई। प्रस्तुत शिकायत के पश्चात इस कार्यालय द्वारा आपको कार्यालय नोटिस क्रमांक नपबा/भूमि/..... दिनांक ..... को पूर्ण तथ्य मय दस्तावेज सहित कार्यालय में पेश करने को कहा गया, आप द्वारा इस संदर्भ में तथ्य प्रस्तुत कर अवगत कराया गया कि आप द्वारा मिथ्या दस्तावेज पेश कर उक्त का गलत पट्टा प्राप्त करने की कार्यवाही की गई है।

अतः The Rajasthan Laws ( Amendment ) act 2021 act no 05 of 2021 chapter iii amendment in Rajasthan act 2009 (4) की धारा 73 बी के तहत तथा पट्टा शर्त सं. 09 (यदि आवंटन या पट्टा विलेख के निष्पादन यह पाया जाता है कि आवंटन या पट्टा विलेख विधि की दुरभिसंधि या उसके उल्लंघन में कपटपूर्ण दस्तावेज के आधार पर दुर्व्यपरदेशन द्वारा अभिप्राप्त किया गया है या आवंटन या पट्टा विलेख के निबंधनो और शर्तो का अतिक्रमण किया गया है तो नगर परिषद् उक्त भूखण्ड पर उसके किसी सन्निर्माण सहित उसके प्रतिसंहत करेगा जो सभी प्रभारो से रहित नगर परिषद् में निहित समझे जायेगें और नगर परिषद्, किसी भी व्यक्ति को कारित किसी भी प्रकार की नुकसानी के दायी नही होगा) के तहत शक्तियो का उपयोग करते हुए उक्त जारी लीजडीड संख्या 119 दिनांक 21.11.2005 को तुरन्त प्रभाव से निरस्त किया जाता है।

सूचित रहें।

आयुक्त  
नगर परिषद् बालोतरा

क्रमांक : नपबा/भूमि/2025/

दिनांक

प्रतिलिपि : सूचनार्थ एवं आवश्यक कार्यवाही हेतु -

1. श्रीमान उप रजिस्ट्रार जसोल को भेजकर अनुरोध है कि उक्त पट्टे को आहिदा रजिस्ट्री न की जावें।
2. सभी शाखा प्रभारी नगर परिषद् बालोतरा को भेजकर लेख है कि उक्त निरस्त लीजडीड को उपयोग में न ली जावें।
3. समस्त शाखा प्रबंधक..... बैंक, बालोतरा।
4. भूमि शाखा नगर परिषद् बालोतरा।
5. श्री सतीष कुमार पुत्र किशनलालजी जाति अग्रवाल निवासी 5B 34 AKSHAY MITTAL INDUSTRIAL ESTATE M.V. ROAD ANDHERI EAST MUMBAI 400059
6. मैसर्स सुप्रीम ट्रांसपोर्ट आर्गोनाईजेशन प्राईवेट लि. डायरेक्टर श्री अमित कुमार अग्रवाल निवासी मुम्बई महाराष्ट्र

आयुक्त  
नगर परिषद् बालोतरा



**SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED****(HEREAFTER "STOPL")****(UNDERGOING CORPORATE INSOLVENCY RESOLUTION PROCESS IN  
ACCORDANCE WITH INSOLVENCY AND BANKRUPTCY CODE, 2016)****FINAL MINUTES OF THE FIRST MEETING OF THE COMMITTEE OF CREDITORS  
(‘COC’) OF STOPL (UNDERGOING CORPORATE INSOLVENCY RESOLUTION  
PROCESS IN ACCORDANCE WITH THE INSOLVENCY AND BANKRUPTCY CODE,  
2016) HELD ON MONDAY, 4<sup>TH</sup> DECEMBER, 2023 BY THE INTERIM  
RESOLUTION PROFESSIONAL THROUGH VIDEO CCONFERRING AT MUMBAI  
AT 04:00 PM.****PRESENT IN THE MEETING**

<b>Sr No</b>	<b>Name of the person</b>	<b>Designation</b>	<b>Organization Represented (if any)</b>	<b>Voting share</b>
<b>INTERIM RESOLUTION PROFESSIONAL</b>				
1.	Shri CA Prashant Jain	Chairman of the Meeting	Not Applicable	
<b>FINANCIAL CREDITORS</b>				
2.	Shri Santosh Nangare	Sr. Manager	Axis Bank Limited	100 %
3.	Shri Mateen Shaikh	Manager		

**CORPORATE DEBTOR**

4.	Shri Vimal Agrawal	Directors (Powers Suspended) of the Corporate Debtor as per MCA Record as on 09/09/2023.		
5.	Shri Girish Agrawal			

**TEAM OF INTERIM RESOLUTION PROFESSIONAL**

1.	Adv. Vidya Kata	Legal Associate		
2.	Adv. Balajee Sumant Chemote	Legal Associate		

**A. POST NOTICE EVENTS:**

1. Notice of the First Meeting of COC was sent to every member of COC by electronic means. The Notice was also sent to the Suspended Board of Directors/Promoters of the corporate debtor by the electronic means on the email id as per the record available with us. The IRP relied on the MCA records as on 09/09/2023 for inviting the director (powers suspended) of the Corporate Debtor to the COC Meeting.
2. The first meeting of the COC was scheduled to be conducted on 4<sup>TH</sup> December, 2023 at 04:00 PM.

**B. MINUTES OF THE MEETING CONDUCT OF THE MEETING:**

1. CA Prashant Jain, Interim Resolution Professional (RP) in the case of Corporate Insolvency Resolution Process of STOPL took the chair and the meeting was called to order.

2. The IRP further announced the presence of Adv. Vidya Kata and Adv. Balajee S. Chemote who are his Legal Associates and assisting him in the meeting.
3. The Chairman informed that Mr. Ammeet Agrawal who addresses the mails to the undersigned and have control over the Corporate Debtor did not attend the meeting despite receiving prior notice.
4. The Chairman informed the participants that as the required quorum was present, the proceedings of the meeting could be commenced with. It was further informed by the IRP that the meeting shall have the presence of quorum throughout the meeting.
5. The Chairman also informed the member holding 100% voting share were present in the meeting. The RP also apprised that as per the provisions of regulation 25 of IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016

***“Reg 25(5): The resolution professional shall-***

- a. *circulate the minutes of the meeting by electronic means to all members of the committee and the authorized representative, if any, within forty- eight hours of the conclusion of the meeting; and*
- b. *seek a vote of the members who did not vote at the meeting on the matters listed for voting, by electronic voting system in accordance with regulation 26 where the voting shall be kept open for at least twenty- four hours from the circulation of the minutes.*

**C. MATTERS DISCUSSED/ NOTED FOR INFORMATION**

**ITEM NO. 1 AND 2**

**THE INTERIM RESOLUTION PROFESSIONAL TO TAKE THE CHAIR & ASCERTAIN THE QUORUM OF THE MEETING:**

The Interim Resolution Professional (IRP) took the chair and called the meeting to order. The IRP announced that the quorum as per Regulation 22(1) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, for its meeting was present.

**ITEM NO.3**

**TO TAKE APPROVAL OF SHORTER NOTICE FOR THE MEETING.**

The Chairman informed the members that the notice of the meeting was given on 29<sup>th</sup> November, 2023 and the meeting is convened on 04<sup>th</sup> December 2023. According to the IBBI (Insolvency Resolution Process for the Corporate Persons) (Third Amendment) Regulation, 2018 published on 4<sup>th</sup> July, 2018, Regulation 19 of the IBBI (Regulation Process for Corporate Persons) Regulations, 2016 prescribe that the meeting shall be called by giving not less than 5 days' notice to the all the members. The relevant text from the Code is reproduced herewith for your ready reference.

**Regulation 19: Notice for meetings of the Committee.**

*(1) "Subject to this Regulation, a meeting of the committee shall be called by giving not less than five days' notice in writing to every participant at the address it has provided to the resolution professional and such notice may be sent by hand delivery, or by post but in any event, be served on every participant by electronic means in accordance with the Regulation 20"*

*(2) The Committee may reduce the notice period from five days to such other period not less than twenty – four hours as it deems fit:*

*"Provided that the committee may reduce the period to such other period not less than twenty- four hours if there is any authorized representative."*

It is submitted that the IRP has circulated 5-day notice for 1st COC Meeting. However, for future meetings of the CoC the Chairman proposed that the notice period for subsequent COCs to **be reduced to 24 hrs.**

Members agreed for the same. The same shall be put for approval through E-Voting (**Resolution 5**).

**ITEM NO. 4**

**TO TAKE NOTE OF ACTIONS TAKEN BY INTERIM RESOLUTION PROFESSIONAL:**

The application for initiating Corporate Insolvency Resolution Process (CIRP) of the Corporate Debtor was filed by Axis Bank Limited (Financial Creditor) under Section 7 of the Insolvency & Bankruptcy Code, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. The said application was admitted by Hon'ble National Company Law Tribunal, Mumbai Bench vide order no. CP(IB)-368/ I & B /2023 dated 08<sup>th</sup> September, 2023. But by order dated 15/09/2023 the Hon'ble NCLAT put a stay on the constitution of the CoC. However, the IRP undertook the following actions pursuant to the appointment:

- **Creation of case specific e-mail address:**

The Interim Resolution Professional immediately after receiving the order from Hon'ble NCLT, created a case specific e-mail address for the purpose of submission of claims to ensure reliability and more responsiveness towards the stakeholders and other affairs of the Corporate Debtor (supremetransportorg.cirp@gmail.com).

- **Public Announcement in Form A for the Intimation of Corporate Insolvency Resolution Process of STOPL**

Pursuant to the order dated 08<sup>th</sup> September, 2023 passed by the Hon'ble NCLT, Mumbai, Mr. Prashant Jain was appointed as the Interim Resolution Professional and the said order was received on the same day. Thereafter, a public announcement in form A under Regulation 6 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 was published on 11<sup>th</sup> September, 2023 in form A

(91) which is circulated in the newspaper Financial Express (All India Edition) in English Language and Navakal (Mumbai Edition) in Marathi Language.

- **Intimation letters and emails sent to ex-directors, financial institutions and statutory authorities.**

i. Pursuant to the Public Announcement dated 11<sup>th</sup> September, 2023 letters of intimation of CIRP were sent to the suspended board of directors of the Corporate Debtor for seeking requisite information.

ii. The CIRP intimation email has also been sent to the major banks in the country on email ids available with us.

iii. The Interim Resolution Professional has also sent intimation letters and emails to the statutory authorities such as Provident Fund Department, Labour Department, Registrars of the Company, Income Tax Department, GST Department etc., and also asked them to submit their claims, if any.

- **Filing of INC-28 with Ministry of Corporate Affairs (MCA)**

In compliance to circular dated 17<sup>th</sup> February, 2020 (General Circular No. 08/2020) the IRP has duly filed the form INC-28 with the Ministry of Corporate Affairs.

- **Emails sent to the Suspended Board of Directors of the Corporate Debtor**

The Interim Resolution Professional, vide multiple email directed the officers and suspended board of directors of the Corporate Debtor to act upon his instructions and sought all the preliminary details in respect of the Corporate Debtor from the Suspended Board of Directors. However, the suspended directors remained unresponsive.

- **Police Protection**

The suspended directors of the Corporate Debtor remained unresponsive and noncooperative despite the repeated communication (both email and post) by the IRP. The IRP also became aware of the criminal records against the directors of the Corporate Debtor. Therefore, as a measure of abundant caution the IRP approached the Local Administration for granting police protection while taking control of the registered office of the Corporate Debtor. The IRP has sent letter to the *Bandobast Vibhag* of the Mumbai Police.

However, there has been no communication in this regard by the Local administration.

- **Publication in Newspaper for symbolic possession of the Assets.**

The IRP through independent due diligence and public records collated information about the assets of the Corporate Debtor. The assets are located across India. Further, the suspended directors remained hostile towards the direction of the IRP. Therefore, to protect the assets from unauthorized alienation the IRP made publication in the newspaper for symbolic possession of the assets of the Corporate Debtor. The publication was made in all India edition of Financial Express on 14/10/2023.

- **Approached the Authorities in Mundra and Jaipur to safeguard the aircraft of the Corporate Debtor**

The IRP approached the Custom Authorities in Mundra and airport authorities in Jaipur to secure the two aircrafts of the Corporate Debtor – VT-UDN and VT-SAI respectively. The IRP has received information from third parties that the suspended directors have sold the aircraft VT-UDN which and appropriated the proceed for their personal benefits to the detriment to the interest of the Corporate Debtor. The suspended directors have also approached the customs at Mundra in breach of Moratorium requesting the department to release the aircraft for export.

- **Freezing the accounts of the Corporate Debtor**

The IRP conducted his due diligence after being informed that the suspended directors have has made a fixed deposit INR 7,59,26,262 in favor of the Registrar, NCLAT, New Delhi. The IRP approached Bank of Baroda (on which the FD was drawn in favor of NCLAT). The suspended directors have used the account of corporate debtor. The account is under freeze on request of the undersigned.

*The Chairman informed that the directors (powers suspended) of the Corporate Debtor – Mr. Ammeet Agrawal and Mr. Kamal Agrawal have been hostile and non-cooperative since the very beginning. Further, they have also violated the directions of the Hon'ble NCLT via order dated 26/10/2023, 10/11/2023 and 01/02/2023 in IA 4897/2023. The IRP has still not been given the physical*

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 handover and custody of assets, registered office, financial and legal records of the Corporate Debtor. In fact, they are indulging in utter violation of the provision of moratorium under the IBC. They have approached the statutory departments (Customs, Mundhra) and have requested to allow export of aircraft belonging to the Corporate Debtor. Further, they have also sold encumbered property of the Corporate Debtor situated in Panvel. Their actions are not conducive for a successful resolution of the Corporate Debtor.

**ITEM NO. 5**

**TO UPDATE ON THE LEGAL PROCEEDINGS**

The Chairman apprised the members on the legal developments which undertook after the CIRP Commencement Order.

**1. I.A. No. 4897/2023- Under Section 19(2) seeking Cooperation from the Corporate Debtor.**

26/10/2023- Time given to the respondents (suspended director) to file reply. The Hon'ble NCLT also directed the respondents to cooperate with the IRP.

10/11/2023- The respondent through its counsel submitted that he shall submit the documents/assets/records as asked in the application. However, despite follow ups and reminder by the IRP the documents/assets/ records are not shared by the suspended directors.

01/12/2023- Next date of hearing.

The IRP has filed an additional affidavit in the matter to bring on record the facts related to violation of moratorium by the suspended directors. The suspended directors approached statutory department (Mundra Customs) in the name of corporate debtor requesting for release of Cessna VT-UDN Aircraft.

**2. Company Appeal (AT) (Insolvency) No. 1216 of 2023 under Section 61(1) of the Insolvency and Bankruptcy Code, 2016 (Code)**

15/09/2023- The application was preferred by the suspended directors of the Corporate Debtor. The NCLAT directed the appellants to deposit INR 10,49,26,262 in a fixed deposit in the name of Registrar, NCLAT,

New Delhi. The Hon'ble NCLAT further directed that the Constitution of CoC shall be stayed till 20/10/2023 (till the next date of hearing).

16/10/2023- The appellants prayed for allowing them to sell two assets of the Corporate Debtor. This was rejected by the Hon'ble Tribunal. Further, 30 days' time was again granted to deposit the amount. However, the Tribunal also directed that its order shall be vacated if the amount is not transferred.

20/11/2023- The appellant has filed another application in Company Appeal (AT) (Insolvency) No. 1216 of 2023 (Diary No. 991038/09425/2023). The same was also served on the undersigned. It is submitted that from a bare perusal of the said application, it is apparent that the Applicant has made a fixed deposit INR 7,59,26,262 in favor of the Registrar, NCLAT, New Delhi from a bank account of the **Corporate Debtor**, which is a complete breach of moratorium imposed under Section 14 of the Code. The undersigned has filed its reply before the Hon'ble NCLAT in the said application to bring on record the facts about breach of moratorium. The customs department acted in caution and immediately informed the undersigned.

3. The directors have filed a separate application in the NCLT praying for release of the aircraft. The same is not listed as yet.
4. There was a separate legal proceeding for oppression and mismanagement predating the CIRP was pending before the NCLT. The dispute is among the two sets of directors of the Corporate Debtor. As per the application the one set of Directors consisting of Mr. Ammeet Agrawal, Mr. Kamal Agrawal and Mr. Akash Agrawal have control over the Corporate Debtor.
5. The Chairman informed the members that Mr. Ammeet Agrawal has sold the Panvel property belonging to the Corporate Debtor to one Golden Gate Developer. The property sold is charged with Axis Bank Limited vide memorandum of Entry dated 31<sup>st</sup> March 2017. The following is the description of the property.

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*Open Land and building of the proposed Container Yard, 5T situated at Survey to 103/2, 103/1/2A & 102/2A of village Khanevale on NH- 4, Opp. to TATA Motors, Old Mumbai Pune Highway NH4, Post Poyanje, Tehsil Panvel, District Raigarh, Pin: 410206.*

It was further informed the members that this action is in utter violation of moratorium and appropriate legal action shall be taken. The representative of the Axis Bank advised the Chairman to take legal action against the directors.

The Chairman informed the members that he is filing additional affidavit before the Hon'ble NCLT and Hon'ble NCLAT to bring this fact on record.

**ITEM NO. 6**

**TO TAKE NOTE OF THE CLAIMS RECEIVED BY THE INTERIM RESOLUTION PROFESSIONAL.**

As per provisions of Section 18(1)(b) of the IBC, 2016, it is the duty of the Interim Resolution Professional to receive, collate all claims submitted by the creditors to him pursuant to the public announcement made under Sections 13 and 15 of the IBC, 2016. The IRP, in compliance to the Code has collated the claim. The corresponding records with respect to the claims was received by the IRP from the management of CD and the claims have been verified based on details provided to IRP. The Chairman shared the list of claims in the CoC Meeting. Following is the snapshot of the claims received by the IRP.

S.N.	Creditor	Amt Claimed INR	Amt Admitted INR
<b>Financial Creditor (A)</b>			
1.	Secured FC	30,48,57,227	18,05,85,238
2.	Unsecured FC	70,75,644	
<b>Operational Creditor (B)</b>			
3.	Employees (Related Party)	4,31,34,849	

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4.	Statutory Authority	7,40,11,587	
5.	OC Other than Employee/Govt	11,38,142	
6.	Other Creditors (C)	58,14,225	
	<b>Total (A+B+C)</b>	<b>43,60,31,674</b>	<b>18,05,85,238</b>

A list of claims is available for inspection in the office of the Interim Resolution Professional and on IBBI's website.

**ITEM NO. 7**

**TO TAKE NOTE OF THE COMMITTEE OF CREDITORS (COC) CONSTITUTED BY THE INTERIM RESOLUTION PROFESSIONAL.**

The Chairman apprised the members that as per provisions of Section 18(1)(c) of the IBC, 2016, it is the duty of the Interim Resolution Professional to constitute a Committee of Creditors (COC). The Committee of Creditors shall comprise of all Financial Creditors of the Corporate Debtor, provided that a related party to whom a corporate debtor owes a financial debt shall not have any right of representation, participation or voting in a meeting of the committee of creditors.

The IRP has constituted the Committee of Creditors in this case and a report has been filed through e-filing on the NCLT Portal. The Committee of Creditor is constituted after the vacation of the order dated 15/09/2023 of the Hon'ble NCLAT as per the directions given by the Appellate Tribunal via order dated 16/10/2023.

The Interim Resolution Professional has constituted the Committee of Creditors, which comprises of the following financial creditor with their voting share.

<b>Name of Creditor</b>	<b>Voting Share</b>
Axis Bank Limited	100%

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**ITEM NO. 8****UPDATE ABOUT THE CORPORATE DEBTOR**

The officers of the IRP immediately after appointment of the Interim Resolution Professional downloaded data from MCA. The Data downloaded from the MCA website is as follows:

<b>Company Master Date- STOPL</b>	
CIN	U60230MH2008PTC216143
Registered Address	5/B-34, Akshay Mittal Industrial Estate, M.V. Road Andheri (East) Mumbai MH 400059 IN
Whether listed or no	Unlisted
Authorised Capital (Rs)	20,00,00,000
Paid up Capital (Rs)	7,00,00,000
Email Id	kamal@stopl.in
Date of Incorporation	29/05/2008

<b>Name</b>	<b>DIN</b>
Kamalkumar Nagarmal Agarwal	01252090
Vimal Kumar Agrawal	01252126
Anandkumar Nagarmal Agarwal	02249230
Satish Kisanlal Agarwal	02249252
Arunkumar Kisanlal Agarwal	02298280
Girish Kumar Agrawal	02298292
Ammeet Kamal Agrawal	05293676
Akash Agarwaal	06499594
Ravindra Anandkumar Agrawal	06583988

The Chairman enquired with Mr. Vimal Agrawal and Mr. Girish Agrawal about their status in the Corporate Debtor as on the Insolvency

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Commencement Date. The Chairman informed them that Mr. Ammeet Agrawal has informed him over mail that they have been removed as directors of the Corporate Debtor. Mr. Girish Agrawal informed that their removal is illegal and the same is challenged before the NCLAT and the matter is sub judice.

The Chairman further sought following clarification from Mr. Girish Agrawal and Mr. Vimal Agrawal;

**Related to Vehicles of the Corporate Debtor**

The Chairman enquired about the details of vehicles which, as informed by Mr. Ammeet Agrawal, is in illegal possession of Mr. Vimal Agrawal. Mr. Girish Agrawal shared the following details;

- i. KA03MW5277 Toyota Innova – Sold by the Company to Mr. Vimal Agarwal
- ii. KA03MP9789 Nissan Sunny- Sold by the Corporate Debtor in 2019.
- iii. TN04AQ4448 Maruti S Cross- It is still in the name of the Corporate Debtor.
- iv. KA03JC2357 –
- v. DL 8C AB 3868- Toyota Innova –

The Chairman asked Mr. Vimal Agrawal and Mr. Girish Agrawal to share the details (RC Book, Invoices) of the vehicles in their possession. The Chairman also requested them to share the details (as available with them) of all the vehicles of the Corporate Debtor.

Mr. Vimal Agrawal and Mr. Girish Agrawal agreed to the same. However, they informed that most of the vehicles of the Corporate Debtor is sold by Mr. Ammeet Agrawal and Mr. Kamal Agrawal.

**Related to immovable property of the Corporate Debtor**

The Chairman then sought details of the following immovable properties of the Corporate Debtor.

**Description of Immovable Property**

<b>Sr. No.</b>	<b>Details of Property</b>	<b>Situated</b>
1.	SY No. 277/2C, Near Nissarg Hotel, Agra Road, Malegaon.	Mumbai, Maharashtra

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2.	CTS No 49-50, Wavikar lane, Guruwar ward, Paanch Kandil, Malegaon	Mumbai, Maharashtra
3.	Plot No 1839, Sector KWC, Kalamboli, Navi Mumbai	Raigarh, Maharashtra
4.	Gala No. 32 & 34, Building No 5/B, Akshay Mittal Indl. Estate, MV Road, Andheri (East), Mumbai-59	Mumbai, Maharashtra
5.	Plot at Devraj Industrial Area, Piplej, Ahmedabad.	Ahmedabad, Gujarat
6.	Open Land and building of the proposed Container Yard, 5T situated at Survey to 103/2, 103/1/2A & 102/2A of village Khanevale on NH- 4, Opp. to TATA Motors, Old Mumbai Pune Highway NH4, Post Poyanje, Tehsil Panvel, District Raigarh, Pin: 410206	Raigarh, Maharashtra
7.	Plot No. - 27 & 29, Transport Nagar, Pali, Rajasthan	Pali, Rajasthan
8.	Vacant Plot No.A/9, Khasra No.1036/14, Khede Road, Rico, Balotra, Badmer, Rajasthan	Badmer, Rajasthan
9.	Located at Transport Nagar, Plot No.31, Pali Rajasthan.	Pali, Rajasthan
10.	Flat No. 153, Kalptaru Pinnacle, Opp. Inorbit Mall, Mulund Link Road, Goregaon West, Mumbai -400104	Mumbai, Maharashtra
11.	D 338 Aara Machine Wali Gali, Opposite Shabad Dairy, Bharti Vihar, Bawana Road, Shabad Doulatpur, Delhi 110 042	Delhi
12.	15/1, Situated at 9th A Main Road, Banaswadi, Bangalore, Ward No. 88, PID No. 88-245-15/1	Bengaluru, Karnataka
13.	Land Admeasuring 2700 Sq Mtrs, Revenue Survey No.136/A, Od Mauje Paldi-Kankaj of Taluka Dascrol of District Ahmedabad	Ahmedabad, Gujarat
14.	301, Vardhaman Chambers, Kalyan Street, Mumbai 400009	Mumbai, Maharashtra

Mr. Vimal Agrawal informed that all the original documents of the properties is in the possession of Mr. Kamal Agrawal. It was also informed that the possession of Bengaluru and Delhi is in the possession of Mr. Vimal Agrawal.

Mr. Vimal Agrawal informed that properties of the Corporate Debtor is also located in Baroda, Shirpur (Maharashtra), Ulhasnagar and Chennai. The Chairman requested Mr. Vimal Agrawal to share the available details of these properties. Mr. Vimal Agrawal agreed for the same at the earliest.

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The Chairman sought their cooperation in handing over the property of the Corporate Debtor to the IRP. Mr. Vimal Agrawal and Mr. Girish Agrawal agreed to handover the properties which is under their possession and also assist in the handover of other assets of the corporate debtor.

**ITEM NO. 9**

**TO APPROVE THE USE OF ACCOUNT OF CORPORATE DEBTOR FOR MEETING THE CIRP COST**

The Chairman informed that the Interim Resolution Professional/ Resolution Professional would need funds from the Bank Account of the Corporate Debtor for payment of professional fees and to meet the necessary incidental expenses in connection with the CIRP Process of the Corporate Debtor. As the promoters having control over the Corporate Debtor have not shared any details including details of Bank Account therefore any existing account cannot be used during CIRP. The Chairman informed the members that a new account with Axis Bank Limited is opened in the name of the Corporate Debtor for use during the CIRP.

**ITEM NO. 10**

**TO DISCUSS ON APPOINTMENT OF REGISTERED VALUERS**

According to Regulation 27 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulation, 2018, the Resolution Professional is required to appoint two registered valuers to determine the fair value and liquidation value of the corporate debtor within 7 days of his appointment, but not later than forty seventh day from the insolvency commencement date in accordance with regulation 35.

The Chairman informed that as the directors (powers suspended) having control of the Corporate Debtor have not handed over the assets and records of the Corporate Debtor, quotations could not be invited. A meeting in this regard shall be called soon.

**ITEM NO. 11**

**TO DISCUSS ON THE LOOKBACK PERIOD FOR APPOINTMENT OF TRANSACTION AUDITOR FOR CONDUCTING TRANSACTION AUDIT OF**

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**THE STOPL (THE CORPORATE DEBTOR):**

According to the amendment in the Insolvency Regulations by IBBI dated 7<sup>th</sup> of November 2017, the transactional audit has become necessary through the effect of regulation 39(2) of IBBI (Insolvency Resolution Process for Corporate Persons) (Third Amendment) Regulations, 2017, which states as under "*The resolution professional shall submit to the committee all resolution plans which comply with the requirements of the Code and regulations made thereunder along with the details of following transactions, if any, observed, found or determined by him: -*

(a) *preferential transactions under section 43;*

(b) *undervalued transactions under section 45;*

(c) *extortionate credit transactions under section 50; and*

(d) *fraudulent transactions under section 66,*

*and the orders, if any, of the adjudicating authority in respect of such transactions."*

The Chairman informed that as the directors (powers suspended) having control of the Corporate Debtor have not handed over the assets and records of the Corporate Debtor, quotations could not be invited. A meeting in this regard shall be called soon.

**ITEM NO. 12****TO APPROVE AND RATIFY THE APPOINTMENT OF LEGAL COUNSEL TO ASSIST THE IRP.**

The Chairman informed the members that due to the peculiar facts of the matter and legal intricacies involved, the applicant (Axis Bank Limited) was informed about appointment of a Law Firm for assisting the IRP. The scope of work and the quotations received from Law Firms was shared with the applicant via email dated 18/09/2023.

Based on the quotations received the IRP appointed Chandhiok and Mahajan for assisting the IRP. The same shall be put to vote for ratification along with the quotation of fees. **(Resolution No.- 4)**

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**ITEM NO. 13****TO DISCUSS THE FEES OF INTERIM RESOLUTION PROFESSIONAL**

The Chairman informed the members that as the admitted claim amount is less than Rs. 50cr., the minimum fees as prescribed in Regulation 34B r/w Schedule II of CIRP Regulations shall be applicable i.e., **INR 1 Lakh/Month** except GST and OPE.

**ITEM NO. 14****TO DISCUSS AND APPROVE THE FEES FOR IP SUPPORT SERVICES PROVIDED BY SSARVI RESOLUTION SERVICES LLP.**

The Chairman elaborated on the efforts taken in protecting the assets of the Corporate Debtor despite facing hostility from the suspended directors having control of the Corporate Debtor. The same is detailed under Item No. 4. The Chairman further informed that the support service provided by the IPE in accomplishment of its duties. Therefore, the Chairman proposed a monthly fees of INR 1,00,000/ Month (excluding GST and OPE).

Item No. 13 and 14 are put to vote under **Resolution No. 2**

**ITEM NO. 15****TO DISCUSS ON THE CIRP COST INCURRED BY THE INTERIM RESOLUTION PROFESSIONAL**

The Chairman shared the details of Cost incurred by the IRP.

CD Name- Supreme Transport Organisation Private Limited								
CIRP Cost Incurred by the Interim Resolution Professional								
Particulars	Taxable Value	IGST	CGST	SGST	Invoice Value	TDS	Net Amt	
Prashant Jain - IRP fee	₹ 2,86,237	₹ -	₹ 25,761	₹ 25,761	₹ 3,37,759	₹ -	₹ -	₹ 3,37,759
IPE Fees- Support Services	₹ 2,86,237	₹ -	₹ 25,761	₹ 25,761	₹ 3,37,759	₹ -	₹ -	₹ 3,37,759
Out of pocket expenses of IRP	₹ 16,900	₹ -	₹ -	₹ -	₹ 16,900	₹ -	₹ -	₹ 16,900
RP Visit(s) Travel reimbursement	₹ 10,333	₹ -	₹ -	₹ -	₹ 10,333	₹ -	₹ -	₹ 10,333
Public announcement expenses	₹ 53,200	₹ 1,414	₹ 623	₹ 623	₹ 55,860	₹ -	₹ -	₹ 55,860
E-Voting (Right2Vote)	₹ 5,000	₹ -	₹ 450	₹ 450	₹ 5,900	₹ 500	₹ -	₹ 5,400
Legal Expenses	₹ -	₹ -	₹ -	₹ -	₹ 12,95,000	₹ -	₹ -	₹ 12,95,000
<b>TOTAL</b>	<b>6,57,906</b>	<b>1,414</b>	<b>52,595</b>	<b>52,595</b>	<b>20,59,511</b>	<b>500</b>	<b>₹ -</b>	<b>20,59,011</b>

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**B. RESOLUTIONS TO BE PASSED AT THE MEETING:**

Resolutions to be passed at the First Meeting of the Committee of Creditors (COC) of STOPL held by the Interim Resolution Professional in actual on Monday, 4<sup>th</sup> December, 2023 at 4:00 p.m.

**The following agendas is recommended before the members of COC through E-voting for their approval. E-voting shall open from 06/12/2023 at 02:00 P.M. and will end on 12/12/2023 at 06:00 P.M. The E-Voting was extended till 18/12/2023 till 08:00 PM on the request of the CoC.**

**Resolution No. 1**

**To appoint the SSARVI Resolution Services LLP as Resolution Professional**

**Facts and Explanatory Statement:**

As per section 22(2) of IBC 2016, the COC in its first meeting shall decide to appoint the Interim Resolution Professional as Resolution Professional or to replace the Interim Resolution Professional by another Resolution Professional.

In this case, Mr. Prashant Jain who is Founder Partner at SSARVI Resolution Services LLP was appointed as IRP by Hon'ble National Company Law Tribunal, Mumbai Bench.

Mr. Prashant Jain is also a partner in the IBBI Registered Insolvency Professional Entity- SSARVI Resolution Services LLP (Registration No. IBBI/IPE/0144). SSARVI Resolution Services LLP is constituted of five partners having offices across major cities of India. Further, the IPE also has an office space and a team of professionals ranging across Lawyers, Chartered Accountant, Company Secretary, MBA.

Considering the peculiarity of the case involving multiple litigations and assets spread across India and the efforts involved in managing its custody

and control, it is proposed to appoint SSARVI Resolution Services LLP as the Resolution Professional of the Corporate Debtor.

**Resolution:**

**To consider and if found fit, to pass with or without modification the following Resolution:**

**“RESOLVED THAT** SSARVI Resolution Services LLP, an Insolvency Professional Entity (Registration No.- IBBI/IPE/0144), be and is hereby appointed as the Resolution Professional in the matter of Corporate Insolvency Resolution Process of Supreme Transport Organisation Private Limited in accordance with provisions of section 22(3)(a) of the IBC- 2016.”

**“RESOLVED FURTHER THAT** the remuneration of **INR 2,00,000/Month** (Excluding GST and OPE) for the professional services provided by SSARVI Resolution Services LLP, be and is hereby approved by the Committee of Creditors.

**RESULT – THE RESOLUTION IS APPROVED BY 100% VOTING**

**Resolution no. 2**

**To ratify and approve the remuneration of the Interim Resolution Professional (IRP)/ Resolution Professional (RP) Mr. Prashant Jain.**

The Hon'ble NCLT, Mumbai Bench vide its order dated 08/09/2023 appointed the undersigned i.e., Mr. Prashant Jain, having registration No. IBBI/IPA-001/IP-P01368/2018-19/12131 as IRP.

As per the regulation 34B of CIRP Regulation inserted by Notification No. IBBI/2022-23/GN/REG09, dated 13th September, 2022, minimum fees and other incentive shall be applicable.

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As the admitted claim amount is less than Rs. 50cr., the minimum fees as prescribed in Regulation 34B r/w Schedule II of CIRP Regulations

The interim resolution professional/ resolution professional will continue to be entitled for reimbursement of expenses like publication of public announcement, expenses for conducting COC meeting incurred during corporate insolvency resolution process and any other expenses incurred during corporate insolvency resolution process.

**Note:**

The following are the inclusions and exclusions in the fee quoted by the undersigned during the IRP/RP period:

- **The fee quoted will include the following expenses: -**
  - a) The fee of IRP/RP.
  - b) The Fees of Support Services.
  
- **The fee quoted will exclude the following expenses: -**
  - a) Amount payable to registered valuer, forensic auditor, accountants and auditors, if appointed with the approval of Committee of Creditors.
  - b) Amount payable to lawyers for external litigation i.e., preparation of petitions, reply, rejoinders and representing before National Company Law Tribunal, National Company Law Appellate Tribunal or any other court.
  - c) Bulk printing, Photostat, hospitality, boarding and lodging, which are directly attributable to Corporate Debtor for the purpose of visiting the businesses or assets of Corporate Debtor or Committee of Creditors meetings or for any other purpose.
  - d) Expenses on watch and ward /security of the assets and businesses of the Corporate Debtor.
  - e) Insurance premium for insuring the assets of the Corporate Debtor.
  - f) GST or any other tax applicable.

Following resolution is therefore proposed for consideration:

**Resolution:**

**To consider and if found fit, to pass with or without modification the following Resolution:**

**“RESOLVE THAT** the remuneration of Interim Resolution Professional is fixed at **INR 1,00,000 per month (excluding GST and OPE)** be and hereby approved by the Committee of the Creditors”.

**“RESOLVE FURTHER THAT,** the fees of SSARVI Resolution Services LLP-IPE which provides support services to the IRP/RP is being proposed at ₹ **1,00,000 per month (excluding GST and OPE).**

**RESULT – THE RESOLUTION IS APPROVED BY 100% VOTING**

**Resolution No. 3**

**To ratify and approve the cost incurred on Corporate Insolvency Resolution Process during the period of IRP.**

**Facts and Explanatory Statement**

The Expenses incurred by the IRP during his tenure shall be placed before the Committee of Creditors for their approval and ratification. The following is the cost incurred during the tenure of the IRP.

<b>Particulars</b>	<b>Incurred INR</b>
Public Announcement (Form A)	29,702
Public Announcement (Symbolic	26,158

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Possession)	
SSARVI Resolution Services LLP (IPE) support services	3,37,759
Legal Expenses	12,95,000
Out of Pocket Expenses of IRP	27,233
E-Voting 1 <sup>st</sup> CoC (Right2Vote)	5,900
<b>Total</b>	<b>17,21,752</b>

**Resolution:**

**To consider and if found fit, to pass with or without modification the following Resolution.**

**“RESOLVE THAT** expenses incurred by Interim Resolution Professional as placed on board are hereby approved as Corporate Insolvency Resolution Process Cost.

**RESULT – THE RESOLUTION IS APPROVED BY 100% VOTING**

**Resolution No.4**

**To approve and ratify the appointment of Chandhiok and Mahajan as the Legal Counsel for assisting the Interim Resolution Professional.**

**Explanatory Statement:**

The Interim Resolution Professional informed the applicant (Axis Bank Limited) for the need of appointing a reputed Law Firm to assist the IRP as Legal Counsel via email dated 18/09/2023.

**Resolution:**

**To consider and, if thought fit, to pass with or without modification the following resolution:**

**“RESOLVE THAT** the appointment of Chandhiok and Mahjan as the legal counsel be and is hereby approved by the Committee of Creditors.

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**RESULT - THE RESOLUTION IS APPROVED BY 100% VOTING**

**Resolution No.5**

**TO RATIFY AND APPROVE THE SHORTNER NOTCE FOR FUTURE COC MEETINGS.**

**FACTS & EXPLANATORY STATEMENTS**

As discussed, and agreed in item No. 3 the minimum period of notice for convening the future CoC meetings shall be reduced to 24 hours. The following resolution is proposed for approval.

**RESOLVED THAT**, the reduction of notice period for further COC meetings to 24 hrs, be and hereby approved by the COC Members.

**RESULT - THE RESOLUTION IS APPROVED BY 100% VOTING**

**D. CONCLUSION AND VOTE OF THANKS**

The Chairman of the meeting Mr. Prashant Jain concluded the meeting at 5:00 P.M. with a vote of thanks as there was no other item to be discussed.

The Chairman conveyed thanks to all participants.

**Prashant Jain** Digitally signed  
by Prashant Jain  
Date: 2023.12.19  
15:38:05 +05'30'

**SD/-**

**CA Prashant Jain**

**Registration No. IBBI/IPA-001/IP-P01368/2018-19/12131**

**AFA valid till 24<sup>th</sup> September, 2023**

**Resolution Professional in the matter of Supreme Transport Organisation Private Limited.**

**Email: [ipprashantjain@gmail.com](mailto:ipprashantjain@gmail.com), [supremetransportorg.cirp@gmail.com](mailto:supremetransportorg.cirp@gmail.com)**

**Date: 11<sup>th</sup> December 2023**

**Place: Navi Mumbai**

109



From the desk of

AMMEET KAMAL AGARWAL

703 Sankalp Mistry Complex JB Nagar Andheri East Mumbai 400059 +91 9870811224

8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054 ammeet@supremeaviation.com

Former Honorary Consul of Democratic Republic of Congo

www.supremeaviation.com

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www.sangeetaaviation.com



May 05<sup>th</sup> 2026

To,

Shri SAIDULU ADAVATH Ji I.P.S.  
Deputy Commissioner of Police  
Whitefield, Bengaluru City  
Bengaluru Police, Karnataka

**Re: Registration of F.I.R. u/s (as appropriate of B.N.S.) followed by  
appropriate action as per law against  
accused Vimal Agrawal & accused CA Prashant Jain**

Respected Sir,

I, Captain Ammeet K Agarwal, resident of 703 Sankalp, Mistry Complex, JB Nagar, Andheri East, Mumbai 400059, aged 38 years, seek your indulgent consideration, on the subject afore mentioned, since 2015 until 08<sup>th</sup> September 2023, serving as a Director, President & CEO of M/S Supreme Transport Organisation Pvt Ltd (STOPL), having registered office at 5B 34, Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai 400059; **hereby request you to register F.I.R. under appropriate section of the B.N.S. against accused vimal agrawal & CA prashant jain, for illegally STEALING / THEFT of the following property of M/S SUPREME TRANSPORT ORG PVT LTD:**

- A. Motor Vehicle #KA-03-MW-5277 Toyota Innova
- B. Motor Vehicle #KA-03-MP-9789 Nissan Sunny
- C. Motor Vehicle #KA-03-JC-2357
- D. Motor vehicle #TN-04-AQ-4448 Maruti S Cross
- E. Motor Vehicle # DL-8C-AB-3868 Toyota Innova

1. **Annexure – 1 is a copy of the minutes of meeting dated 4<sup>th</sup> December 2023, where the accused have confirmed possession of afore mentioned vehicles of M/S Supreme Transport Organisation Pvt Ltd.**
2. **Annexure – 2 is a copy of the order dated 05<sup>th</sup> December 2022 of the Honorable N.C.L.T. Mumbai, where based on a STATUS QUO on sale/transfer of any property of the company from April 2017, another STATUS QUO has been ordered on SALE / TRANSFER of company's property.**
3. **Annexure – 3 is a copy of the latest petition filed by accused himself in NCLAT – where he himself is citing the same STATUS QUO orders of the Honorable NCLT Mumbai afore mentioned.**

*I Came.. I Saw.. I Conquered..*

(11)



From the desk of **AMMEET KAMAL AGARWAL**

703 Sankalp Mistry Complex JB Nagar Andheri East Mumbai 400059 +91 9870811224

8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054 ammeet@supremeaviation.com

Former **Honorary Consul of Democratic Republic of Congo**

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4. I SAY THAT ALL 5 VEHICLES HAVE ALWAYS BEEN OWNED BY SUPREME TRANSPORT ORGANISATION PVT LTD, PROPERTY VALUED IN EXCESS OF RS. 75 LAKHS
5. I SAY THAT THE ACCUSED HANDS IN GLOVES WITH EACH OTHER, HAVE NOT ONLY ILLEGALLY TRANSFERRED THE VEHICLES TO ACCUSED, BUT ALSO STOLEN AND TAKEN POSSESSION OF THE SAME.
6. I SAY THAT ANNEXURE 4 IS A COPY OF THE F.I.R. REGISTERED BY SAHAR POLICE OF MUMBAI ON 26<sup>TH</sup> APRIL 2023, WHICH IS CURRENTLY OPEN, FOR A FRAUD OF MORE THAN RS. 6.27+ CRORES DONE BY THE ACCUSED MR. VIMAL JAGDISH AGRAWAL ALONG WITH HIS WIFE, BROTHER, HIS WIFE, SISTER, SISTER'S HUSBAND AND OTHERS, WHERE ANTICIPATORY BAIL AND BAIL OF THE ACCUSED AND HIS FAMILY MEMBERS HAVE BEEN REJECTED BY COURTS OF LAW.
7. I SAY THAT THE ACCUSED HIMSELF HAVE OBTAINED ORDERS FROM N.C.L.T. MUMBAI FOR STATUS QUO ON SALE / TRANSFER OF PROPERTIES OF THE COMPANY, SUBSEQUENTLY, CONDUCTED THEFT AND SALE / TRANSFER OF THE SAME HIMSELF!
8. HENCE I REQUEST YOU TO PLEASE ENSURE APPROPRIATE POLICE STATION UNDER YOUR JURISDICTION REGISTERS AN F.I.R. AND ARRESTS THE FOLLOWING ACCUSED, FOLLOWED BY HANDING OVER POSSESSION AND TRANSFER OF COMPANY'S PROPERTIES BACK TO OUR COMPANY AFORE MENTIONED:

1. **MR. VIMAL AGRAWAL** +91 93421 37351  
*Resident of B306, Sai Krupa Elite, Doddenkundi, Fern City Rd,  
Marathahalli, Bengaluru 560037*

2. **Mr. PRASHANT JAIN** +91 816 955 4787  
*Office at A-501, Shanti Heights, Plot #2,3, 9B/10, Sector 11,  
Koparkhairane, Navi Mumbai 400709*

9. I would be available to record official statement if required, in order to register F.I.R. against the accused. Thank you,

H.E. Captain Ammeet K Agarwal  
+91 98708 11224

\*\*\*\*\*

*I Came.. I Saw.. I Conquered..*

112

IN THE COURT OF THE LEARNED ADDITIONAL CHIEF  
METROPOLITAN MAGISTRATE, 47TH COURT,  
ESPLANADE, MUMBAI  
CRIMINAL MISCELLANEOUS APPLICATION NO. \_\_\_\_\_  
OF 2026  
(ARISING OUT OF EOW MECR NO. 03/2016)

~~CR 464 OF 2024~~  
CR 464 OF 2024

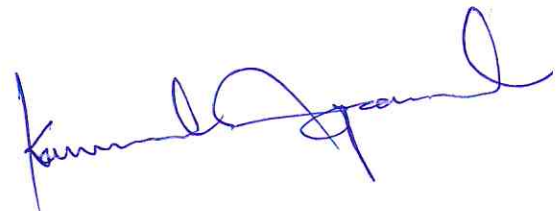
IN THE MATTER OF:

Mr. Kamal Agarwal Son of Late )  
Shri Nagarmal Dabriwala, )  
aged about 60 years, Residing at 901, )  
Bikaner Bhavan, J.B. Nagar, )  
Andheri (East), Mumbai. )

...COMPLAINANT / PROTESTOR

VERSUS

1. Mr. Ravindra Anand Agrawal Residing )  
at #233, Kalpataru Pinnacle, )  
Opposite Inorbit Mall, Goregaon (West), )  
Mumbai – 400 104. )



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2.Mr. Deepak Satish Agrawal Residing at )

B/23, Skylark Apartment, Near Shivranjani )

Cross Road, Satellite, Ahmedabad – 380015.)

3.Mr. Nilesh Ramniranjan Nevatia )

Residing at B/202, Jeevan Vijay Building, )

Chakala, Andheri (East), Mumbai – 400059.)

4.Mr. Parag Ramniranjan Nevatia )

Residing at B/202, Jeevan Vijay Building, )

Chakala, Andheri (East), Mumbai – 400059.)

5.Mr. Manoharan alias Manoj Mudaliyar )

Residing at A Wing, Saya Park, First Floor, )

Khare Gaon, Kalwa (West), Mumbai. )

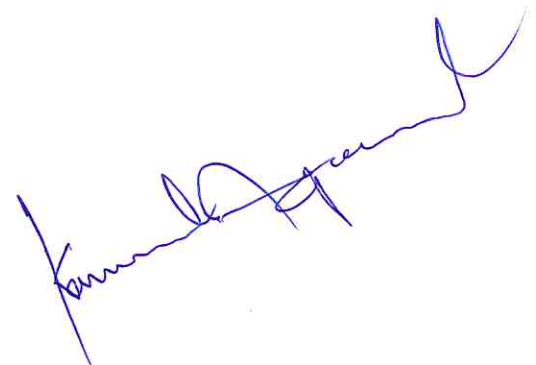
...ACCUSED PERSONS

**AND**

The State of Maharashtra Through )

the Investigating Officer, )

Economic Offences Wing (EOW), )



114

Mumbai.

)...RESPONDENT

To,  
The Registrar  
Esplanade Court,  
Mumbai

Sir,

I, Mr. Kamal Agarwal , the Complainant / Protestor above-named do hereby nominate, appoint and authorize Pinaz Contractor Advocate, to act, appear and plead on my behalf in the above matter.

In witness whereof, I have set and subscribed my hand to this writing at Mumbai this      day of May , 2026

I accept,

Pinaz Contractor

~~Complainant / Protestor~~

Advocates for the Complainant / Protestor

Office No. 5, Ram Mansion,


Above Bade Miya Restaurant,

N. F. Road, Colaba, Mumbai – 400001

81086 66169, 9029602219

[Pinaz.legal@gmail.com](mailto:Pinaz.legal@gmail.com)

MAH/4284/2009

  
complainant





**IN THE COURT OF THE LEARNED  
METROPOLITAN MAGISTRATE  
47<sup>th</sup> COURT AT ESPLANADE,  
MUMBAI**

**CRIMINAL MISCELLANEOUS  
APPLICATION NO. \_\_\_\_\_ OF 2026  
(ARISING OUT OF EOW MECR NO.  
03/2016)**

Mr. Kamal Agarwal ... Complainant

Versus

Mr. Ravindra Anand Agrawal & Ors.

... Accused

AND

The State of Maharashtra Through  
the Investigating Officer, ... Respondent

-----  
**MISC. APPLICATION**  
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Dated this    day of May, 2026

Adv. Pinaz Contractor  
Advocate for the Complainant  
Office No. 5, Ram Mansion,  
Above Bade Miya Restaurant,  
N. F. Road, Colaba, Mumbai – 400001



# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059  
Tel +91 22 42383940 41 42 43 Fax +91 22 42383945  
Email mumbai@stopl.in Website www.stopl.in

\*\*\*\*\*

October 29<sup>th</sup> 2016

To,

Shri Pravin Salunke I.P.S.  
Respected Joint Commissioner of Police (EOW)  
DN Road, Mumbai 400001

**Re: EOW MECR #03/2016 u/s 381,465,468,471,408.420,120(b)**

Respected Sir,

We seek your indulgent consideration, on the subject  
aforementioned, on behalf of **Supreme Transport Organisation Pvt Ltd:**

- A. As per the instructions of Honorable High Court in order dated 19<sup>th</sup> October 2016 (attached) and as per meeting held with I/O Pravin Sawant on 27<sup>th</sup> October 2016, we hereby enclose the following documents for your perusal:
1. Email message headers with IP address and other details of the email received from Mr. Sanjay Padaria.
  2. Once again kindly note, an agreement with a work order in excess of **Rs. Nine crores was manipulated fraudulently by Supreme Freightway Carriers** of our former client M/S Windar Energy. Kindly refer to original FIR along with our writ petition filed with your office and honorable High court for more details.
  3. Annexure -1 containing list of **90 (NINETY) Customers** with a total outstanding amount of **Rs.7, 35, 92, 388. 07** (Rs. Seven crores thirty five lakhs ninety two thousand three hundred and eighty eight and seven paise only) which we believe are collected by Supreme Freightway carriers fraudulently, by submitting forged and fake invoices similar to the invoices submitted by our company, for services rendered by our company to these NINETY clients.
  4. A copy of all such invoices amounting to **Rs.7, 35, 92, 388. 07** are attached for your perusal. These invoices contain the addresses of these parties at the same time other details as requested.
  5. Annexure -2 containing list of **183 (ONE HUNDRED and EIGHTY THREE) Customers** with a total outstanding amount of **Rs.59, 65, 518.60** (Rs. Fifty nine lakhs sixty five thousand five hundred eighteen and sixty paise only) which we believe are collected by Supreme Freightway carriers fraudulently, by submitting forged and fake invoices similar to the invoices submitted by our company, for services rendered by our company to these 183 clients.

Received

Office of the Jt. Commissioner of Police,  
E.O.W., Mumbai.

Continued..

*Signature*  
01/11/16  
1510hrs.



# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059  
Tel +91 22 42383940 41 42 43 Fax +91 22 42383945  
Email mumbai@stopl.in Website www.stopl.in

Continued..

6. A copy of all such invoices amounting to **Rs.59, 65, 518.60** shall be provided upon request at your convenience. These invoices shall contain the addresses of these parties at the same time other details as requested.
7. Annexure -3 containing list of **67 (SIXTY SEVEN) Customers** with a total outstanding amount of **Rs.1, 65, 851. 25** (Rs. One Lakh Sixty Five Thousand Eight Hundred Fifty One and twenty five paise only) which we believe are collected by Supreme Freightway carriers fraudulently, by submitting forged and fake invoices similar to the invoices submitted by our company, for services rendered by our company to these SIXTY SEVEN clients.
8. A copy of all such invoices amounting to **Rs.1, 65, 851. 25** shall be provided upon request at your convenience. These invoices shall contain the addresses of these parties at the same time other details as requested.
9. Kindly note as per annex 1, annex 2 & annex 3 a total amount of **Rs. 7, 97, 23, 757.92 (Rs. Seven Crores Ninety Seven Lakhs twenty three thousand seven hundred fifty seven and ninety two paise only)** is to be believed fraudulently collected by Supreme Freightway Carriers apart from the work orders and agreements were in place.
10. Also find attached detailed correspondence between our company and M/S Asia Shipping Services as requested for your perusal.
11. Once again we sincerely request, based on the already proven fraud of collection of checks from M/S Asia Shipping and other parties, kindly implement IPC 467 and others as appropriate and proceed with appropriate action.

Thanking you. Sincerely,



\*\*\*\*\*

**Ammeet K Agarwal**  
President & CEO

**SUPREME TRANSPORT ORGANISATION PVT LTD**

**ANNEXURE I**

G.L. Name	City	Total	Outstanding	Outstanding	Outstanding
		Outstanding	0 To 180	181 To 210	> 210
ABB AB PROJECT OFFICE	MUMBAI	344000.00	0.00	0.00	344000.00
ABB INDIA LIMITED	MUMBAI	4355983.00	1020000.00	740000.00	2595983.00
ACCELERATED WAREHOUSING LOGISTICS P	CHENNAI	319450.00	0.00	0.00	319450.00
ADVANCED TEXTILES & MATERIALS PVT LTD	MUMBAI	172500.00	0.00	0.00	172500.00
AIR INDIA LTD.	MUMBAI	202000.00	0.00	0.00	202000.00
ALSTOM INDIA LIMITED	MUMBAI	295436.00	0.00	0.00	295436.00
APEX BUILDINGS LIMITED	MUMBAI	572093.00	0.00	0.00	572093.00
APOLLO FIEGE INTEGRATED LOGISTICS P LT	MUMBAI	136500.00	0.00	0.00	136500.00
AQUA DESIGNS INDIA PRIVATE LIMITED	CHENNAI	130000.00	0.00	0.00	130000.00
ARVIND MILLS LTD.	AHMEDABAD	1335125.00	1620.00	0.00	1333505.00
ASIA SHIPPING INTL TRANSPORT PVT LTD	MUMBAI	776500.00	399500.00	286500.00	90500.00
ASTA INDIA PVT LTD	MUMBAI	1565985.00	1035300.00	375500.00	155185.00
ATLAS INFRASERVE PVT LTD	MUMBAI	135145.36	0.00	0.00	135145.36
BOMBARDIER TRANSPORTATION I LTD (BOOG	MUMBAI	274416.00	0.00	0.00	274416.00
BOMBARDIER TRANSPORTATION I P LTD-DEL	MUMBAI	511545.00	0.00	0.00	511545.00
BOMBARDIER TRANSPORTATION INDIA PVT L	MUMBAI	2446063.00	0.00	0.00	2446063.00
C&S ELECTRIC LIMITED	MUMBAI	466500.00	0.00	0.00	466500.00
DEESAN TEX FAB LTD SHIRPUR	SHIRPUR	365166.00	0.00	0.00	365166.00
DIVYA LAXMI PRINT	JODHPUR	647800.00	0.00	5557.00	642243.00
DOSHION VEOLIA WATER SOLUTIONS PVT LT	AHMEDABAD	306376.00	0.00	0.00	306376.00
DSV AIR & SEA PVT. LTD.	MUMBAI	565000.00	3000.00	38300.00	523700.00
EDAC ENGINEERING LTD	CHENNAI	260513.00	0.00	0.00	260513.00
ENVIIRO BULKK HANDLING SYSTEMS PVT LTD	MUMBAI	138900.00	76500.00	0.00	62400.00
EXCEL MARITIME & LOGISTICS PVT. LTD.	CHENNAI	112176.00	0.00	0.00	112176.00
EXPEDITORS INTL. INDIA PVT.LTD.(CHENNAI)	CHENNAI	2805843.00	1136243.00	543360.00	1126240.00
FEDDERS LLOYD CORPORATION LTD.		692300.00	18300.00	0.00	674000.00
GANPATI CARRYING CORPORATION LTD.	KALAMBOLI	1828010.00	0.00	0.00	1828010.00
GANPATI ROADLINE	MUMBAI	136500.00	0.00	0.00	136500.00
GARWARE POLYESTER LTD.	MUMBAI	154900.00	90000.00	0.00	64900.00
GE INDIA INDUSTRIAL PVT LTD - DIV M&C	MUMBAI	304328.00	0.00	0.00	304328.00
GE INDIA INDUSTRIAL PVT LTD - DIV MMF	MUMBAI	2115953.00	161000.00	111000.00	1843953.00
GE MEDICAL SYSTEMS INDIA PVT LTD (XRAY)	BANGALORE	884457.00	582722.00	85020.00	216715.00
GEMINI INTERNATIONAL	MUMBAI	100872.00	62000.00	0.00	38872.00
GOGAD FABRICS PVT LTD	PALI	220901.00	13935.00	111600.00	95366.00
HAMADRI TEXTILES	AHMEDABAD	120491.00	0.00	0.00	120491.00
IL&FS ENGINEERING & CONSTRUCTION CO L	MUMBAI	102200.00	0.00	0.00	102200.00
INLAND WORLD LOGISTICS PVT LTD	MUMBAI	401100.00	0.00	0.00	401100.00
INOX INDIA PRIVATE LIMITED	MUMBAI	171493.00	0.00	0.00	171493.00
INOX WIND LIMITED	MUMBAI	350000.00	0.00	0.00	350000.00
INTERNATIONAL PRINT O PAC LTD	DELHI	607950.00	0.00	0.00	607950.00
J. H. PARABIA TRANSPORT PVT. LTD.	MUMBAI	385000.00	0.00	0.00	385000.00
JAY ACE TECHNOLOGIES LTD.	MUMBAI	229976.00	0.00	0.00	229976.00
KARAMTORA ENGINEER PVT LTD	TARAPUR (M	177826.00	0.00	0.00	177826.00
KEF INFRASTRUCTURE INDIA PVT LTD	CHENNAI	260680.00	0.00	0.00	260680.00
KENERSYS INDIA PVT. LTD.	MUMBAI	5833967.00	0.00	0.00	5833967.00
KUEHNE + NAGEL PVT. LTD.	MUMBAI	19425000.00	0.00	0.00	19425000.00
LARSEN & TOUBRO LIMITED	MUMBAI	199962.00	0.00	0.00	199962.00
LARSEN & TOUBRO LTD - PIPING CENTER	MUMBAI	120640.00	44000.00	0.00	76640.00
LARSEN & TOUBRO LTD.	AHMEDABAD	346994.00	0.00	0.00	346994.00
MAHINDRA LOGISTICS LTD	MUMBAI	420943.00	0.00	0.00	420943.00
MAN LOGISTICS (INDIA) PRIVATE LIMITED	MUMBAI	106735.00	0.00	39575.00	67160.00
MB INDUSTRIES	CHENNAI	354039.00	0.00	0.00	354039.00
MEGHA ENGINEERING & INFRASTRUCTURES	MUMBAI	248000.00	0.00	0.00	248000.00
MODERN TERRY TOWELS LTD.	AHMEDABAD	402800.00	0.00	0.00	402800.00
NARESH TEXTILE MILLS	PALI	152909.00	9727.00	19840.00	123342.00
NIPPON EXPRESS INDIA PVT LTD	KOLKATA	475000.00	0.00	0.00	475000.00
NIPPON EXPRESS PVT LTD.	CHENNAI	234558.00	0.00	0.00	234558.00
OSWAL DENIMS UNIT -II	MUMBAI	217126.00	198276.00	0.00	18850.00
OSWAL DENIM LTD	BHIWANDI	861480.00	310069.00	402970.00	148441.00
PACIFIC PIPE SYSTEMS PVT. LIMITED	AHMEDABAD	1155500.00	0.00	0.00	1155500.00
PHOENIX MEDICAL SYSTEMS	CHENNAI	318360.00	0.00	0.00	318360.00
POGGEN AMP NAGARSETH POWERTRONIC P	AHMEDABAD	754029.00	433182.00	154720.00	166127.00
RAJASTHAN SALES CORP.	JODHPUR	109040.00	106840.00	2200.00	0.00
RAJU ROADWAYS	MUMBAI	158000.00	0.00	0.00	158000.00
RAMNIWAS ROADWAYS	AHMEDABAD	108805.00	55037.00	0.00	53768.00
RAYANTRANS TRANSPORT LOGISTICS PVT LT	CHENNAI	107100.00	0.00	0.00	107100.00
SAI G TEXTILES	MUMBAI	292768.00	0.00	0.00	292768.00
SAI SALES AGENCY - BHILWARA	MUMBAI	102000.00	0.00	0.00	102000.00
SAMSHI PIPE INDUSTRIES LTD		980000.00	0.00	0.00	980000.00
Samsung India Electronics Pvt Ltd	BANGALORE	292500.00	0.00	0.00	292500.00
SETHIYA EXPORTS	ERODE	101125.00	36253.00	0.00	64872.00
SEVEN SEAS ASSOCIATES	MUMBAI	136736.00	0.00	0.00	136736.00
SHIB DASS & SONS PVT. LTD	MUMBAI	155100.00	0.00	0.00	155100.00
SHREE BALAJI SHIPPING CO.	MUMBAI	220404.00	0.00	0.00	220404.00
SIMPLEX INFRASTRUCTURE LIMITED	JAIPUR	344010.00	0.00	0.00	344010.00
SPML INFRA LTD	JAIPUR	136500.00	21000.00	0.00	115500.00
SRI KUMAR TRANSPORTS		5334372.00	0.00	0.00	5334372.00
SUB.REGISTRAR OFFICE SHIVAJI NAGAR BAN	BANGALORE	475200.00	0.00	0.00	475200.00
SUFFICE LOGISTICS CORPORATION	MUMBAI	1000000.00	0.00	0.00	1000000.00
SUVIDHA FREIGHT FORWARDERS	MUMBAI	272500.00	0.00	0.00	272500.00
SUYOG ENGINEERS PVT LTD	MUMBAI	107898.00	0.00	0.00	107898.00
TBEA ENERGY (INDIA) PVT. LTD.	MUMBAI	323296.00	232500.00	0.00	90796.00
TRENCHLESS ENGINEERING SERVICES PVT L	MUMBAI	216671.00	0.00	0.00	216671.00
ULTRATECH CEMENT LIMITED	MUMBAI	1236865.60	613089.00	0.00	623776.60
UNITY INFRAPROJECTS LIMITED	MUMBAI	473500.00	0.00	0.00	473500.00
V S TEXMILLS PVT LTD	AHMEDABAD	106734.00	27.00	0.00	106707.00
VALIANT GLASS WORKS PVT LTD	SHIRPUR	151168.11	0.00	0.00	151168.11
VISHNULAKSHMI PLYLAM	CHENNAI	153547.00	0.00	0.00	153547.00
VITTHAL TEXTILES PVT LTD	SHIRPUR	141879.00	0.00	0.00	141879.00
WELSPUN GLOBAL BRANDS LIMITED	MUMBAI	240675.00	0.00	0.00	240675.00
<b>Grand Total</b>		<b>73592388.07</b>	<b>6660120.00</b>	<b>2916142.00</b>	<b>64016126.07</b>

  
 Received  
 Office of the Jt. Commissioner of Police,  
 E.O.W., Mumbai.

**SUPREME TRANSPORT ORGANISATION PVT LTD**

**ANNEXURE II**

G.L. Name	City	Total	Outstanding	Outstanding	Outstanding
		Outstanding	0 To 180	181 To 210	> 210
3 NCM	AHMEDABAD	9302.00	0.00	0.00	9302.00
4 CRECATIONS		13357.00	0.00	0.00	13357.00
A P TEX	JODHPUR	24213.00	0.00	0.00	24213.00
A-ONE DISTRIBUTOR	MUMBAI	15770.00	8645.00	0.00	7125.00
A.ASHA & CO	CHENNAI	14549.00	12549.00	0.00	2000.00
AARCEE INOVATION PVT LTD	SHIRPUR	25043.00	0.00	0.00	25043.00
ADANI TEXTILE INDUSTRIES	AHMEDABAD	47628.00	0.00	0.00	47628.00
ADITYA SYNTHETICS PVT LTD	AHMEDABAD	9382.00	0.00	0.00	9382.00
AJMER TRAILOR TRANSPORT SERVICE	MUMBAI	15100.00	0.00	0.00	15100.00
ALL ABOUT LOGISTICS	MUMBAI	10000.00	0.00	0.00	10000.00
AMBE CARRIERS PVT LTD	MUMBAI	32000.00	0.00	0.00	32000.00
ARIHANT FABRICS	PALI	6747.00	5155.00	0.00	1592.00
ARION SOLAR PVT LTD	MUMBAI	53700.00	0.00	0.00	53700.00
ARUNNACHALA GOUNDER TEXTILES	ERODE	9120.00	0.00	0.00	9120.00
ASHVIRA FASHION LTD	AHMEDABAD	5498.00	0.00	0.00	5498.00
ATA FREIGHT LINE INDIA	PUNE	56500.00	0.00	0.00	56500.00
B L SETHI (HUF)	DELHI	5781.00	0.00	0.00	5781.00
BANSI COTTON MILLS	PALI	6166.00	0.00	0.00	6166.00
BERGNER IMPEX INDIA PVT LTD	AHMEDABAD	29509.00	22886.00	0.00	6623.00
BHAGWATI TEXTILES	AHMEDABAD	9530.00	3560.00	0.00	5970.00
CBC SOLAR TECHNOLOGIES PRIVATE LIMITED	MUMBAI	26000.00	0.00	0.00	26000.00
CHANDAN FASHION	JODHPUR	34823.00	0.00	0.00	34823.00
CIRCLE LOGISTICS INDIA PVT. LTD.	MUMBAI	28650.00	0.00	0.00	28650.00
COMMON PARTYYY	AHMEDABAD	11220.00	0.00	0.00	11220.00
CREDENCE PERFORMANCE MATERIALS	MUMBAI	40000.00	0.00	0.00	40000.00
DADA TRANSPORT		19000.00	0.00	0.00	19000.00
DAISY COTEX PVT. LTD.	MUMBAI	92000.00	0.00	0.00	92000.00
DARSHAN ROADLINES PVT LTD	KALAMBOLI	30500.00	0.00	0.00	30500.00
DASHA CNC		20000.00	0.00	0.00	20000.00
DHL LOGISTICS PVT. LTD.	MUMBAI	35000.00	0.00	0.00	35000.00
DIAMOND POWER INFRASTRUCTURE LIMITED		87050.00	0.00	0.00	87050.00
DIRECT LOGISTICS INDIA PVT LTD	MUMBAI	34000.00	0.00	0.00	34000.00
ENNOR MUDS & CHEMICALS	CHENNAI	18000.00	0.00	18000.00	0.00
ENPRO ENGINEERING	CHENNAI	47800.00	0.00	0.00	47800.00
EVERSENDI CONSTRUCTION PRIVATE LIMITED	CHENNAI	11000.00	0.00	0.00	11000.00
FINE LEAN COMPANY	SHIRPUR	28399.00	0.00	0.00	28399.00
G K C PROJECTS LTD	PUNE	33000.00	0.00	0.00	33000.00
GANESH SANWAL (VENKATESH IYER) AXLES	MUMBAI	65000.00	0.00	0.00	65000.00
GE INTELLIGENT PLATFORMS PVT LTD	MUMBAI	45000.00	0.00	0.00	45000.00
GMMCO LIMITED		76550.00	0.00	0.00	76550.00
GUNJAVANI COTEX PVT LTD	MUMBAI	24570.00	0.00	0.00	24570.00
HAMANT KUMAR & CO	AHMEDABAD	21300.00	0.00	0.00	21300.00
HITACHI HI-REL POWER ELECTRONICS PVT.	MUMBAI	52048.00	0.00	0.00	52048.00
IMPULSE LOGISTICS PVT. LTD.	MUMBAI	12800.00	0.00	0.00	12800.00
INDIAN TERRAIN FASHIANS LTD	CHENNAI	65020.00	0.00	0.00	65020.00
INDUS FILA LTD	SHIRPUR	16318.00	0.00	0.00	16318.00
INFA ENGINEERS PVT LTD	MUMBAI	22500.00	0.00	0.00	22500.00
ION ENERGY INFRA PVT LTD	MUMBAI	22340.00	0.00	0.00	22340.00
ISRO SATELLITE CENTRE		11591.00	0.00	0.00	11591.00
J KUMAR INFRAPROJECTS LTD.	MUMBAI	59500.00	0.00	0.00	59500.00
JAGGI & JAGGI MACHINE INDIA	MUMBAI	80000.00	0.00	0.00	80000.00
JBS ROADLINES PVT LTD	MUMBAI	43000.00	0.00	0.00	43000.00
JSR TRANSPORT SYSTEM	AHMEDABAD	37063.00	0.00	0.00	37063.00
JYOTI SALES CORPORTION	BALOTRA	15000.00	0.00	0.00	15000.00
JYOTI STRUCTURES LTD	MUMBAI	29000.00	0.00	0.00	29000.00
K P EXPORTS	SHIRPUR	10822.00	0.00	0.00	10822.00
KAMAL ENGINEERING CORPORATION	MUMBAI	10000.00	0.00	0.00	10000.00
KAY VEE TRADERS	BHIWANDI	13825.00	0.00	0.00	13825.00
KESAR MARKETING	CHENNAI	14268.00	0.00	0.00	14268.00
KESHI PEARL TEXTILES PVT.LTD.	MUMBAI	60774.00	0.00	0.00	60774.00
KHATAN FAB	JODHPUR	8147.00	0.00	0.00	8147.00
KIRAN SINGH RAJPUT	MUMBAI	8000.00	0.00	0.00	8000.00
KRISHNA RUBBER INDUSTRIES	MUMBAI	17800.00	0.00	0.00	17800.00
LANCER LASER TECH LTD.	MUMBAI	6000.00	0.00	0.00	6000.00
LAURUS TEXTILES	SHIRPUR	29000.00	0.00	0.00	29000.00
LAXMI ENTERPRISES	AHMEDABAD	72474.00	0.00	0.00	72474.00
M I INDUSTRIES (INDIA) PVT LTD	GURGAON	90749.00	53000.00	0.00	37749.00
MADHUSUDAN RAMAWTAR	AHMEDABAD	13331.00	0.00	13331.00	0.00
MAHALAXMI CARGO MOVERS (PARIK)	AHMEDABAD	15241.00	6821.00	0.00	8420.00
MAHALAXMI FAB TEX	PALI	9590.00	0.00	0.00	9590.00

MAHAVIR LAMINATES	CHENNAI	14003.00	0.00	0.00	14003.00
MAHAVIR TRADING COM.	AHMEDABAD	50883.00	0.00	0.00	50883.00
MALCHAND TEXTILE MILLS	AHMEDABAD	59195.00	52101.00	280.00	6814.00
MAN DIESEL & TURBO INDIA LIMITED	MUMBAI	53000.00	29500.00	0.00	23500.00
MANDHANA DYEING	MUMBAI	5871.00	0.00	0.00	5871.00
MANDHANA WEAVINGHOUSE	MUMBAI	13550.00	0.00	0.00	13550.00
MARUDEVA TEX	MADURAI	8049.00	4467.00	1185.00	2397.00
MASS APPARELS		41376.00	0.00	0.00	41376.00
MEDICOOL ENGINEERING & ALLIED SERVICE	DELHI	67307.00	48002.00	0.00	19305.00
MEENAKSHI AGENCIES	MADURAI	43908.00	13908.00	6410.00	23590.00
MEHRAN PRINT	JODHPUR	27238.00	0.00	0.00	27238.00
MOHANDAS ARJUNDAS	AHMEDABAD	27699.00	0.00	0.00	27699.00
MULTI DESIGN PACKING INDIA PVT LTD	MALEGAON	6000.00	0.00	0.00	6000.00
MUNDRA LIFE STYLE LTD	TARAPUR (M	39684.60	0.00	0.00	39684.60
N.M.K TEXTILE MILLS INDIA LTD.	SHIRPUR	9050.00	0.00	0.00	9050.00
NAHAR INDUSTRIAL ENTERPRISES PVT LTD	BHIWANDI	46907.00	0.00	0.00	46907.00
NAMAKKAL TRANSPORT CARRIERS (P) LTD.	MUMBAI	30400.00	0.00	0.00	30400.00
NANDAN EXIM LTD.	AHMEDABAD	15153.00	7828.00	0.00	7325.00
NIKHIL FABRICS	AHMEDABAD	17568.00	0.00	0.00	17568.00
NILPTETER INDIA PVT LTD	CHENNAI	15050.00	0.00	0.00	15050.00
NISHA ROADWAYS PVT LTD	AHMEDABAD	32000.00	0.00	0.00	32000.00
NITIN TEXTILE	DELHI	27798.00	0.00	0.00	27798.00
NUTAN DYECHM	MUMBAI	6302.00	0.00	0.00	6302.00
OM SAI EXPORTS	AHMEDABAD	64536.00	0.00	0.00	64536.00
OM SAI TRANSPORT	MUMBAI	25100.00	0.00	0.00	25100.00
OVERSEAS CORPORATION PVT LTD	MUMBAI	24000.00	0.00	0.00	24000.00
OVERSEAS INFRASTRUCTURE ALLIANCE PV	MUMBAI	74000.00	0.00	0.00	74000.00
P.K.P.N.SPINNING MILLS	ERODE	56082.00	0.00	0.00	56082.00
PADAMA INSULATION WORKS PVT LTD		7000.00	0.00	0.00	7000.00
PADAVAHINI TRANSFORMERS PVT LTD	COIMBATOR	31000.00	0.00	0.00	31000.00
PADWATI FAB TEX	PALI	8619.00	0.00	0.00	8619.00
PAREEK JI(ICHALKRANJI)	AHMEDABAD	35655.00	10137.00	0.00	25518.00
PARJAPATI GARMENTS	MADURAI	22519.00	3400.00	1965.00	17154.00
PARKASH BROTHERS	DELHI	7900.00	0.00	0.00	7900.00
PARTEEK APPERLS	BANGALORE	42310.00	0.00	0.00	42310.00
PENTALOON RETAIL INDIA LTD.	SHIRPUR	27100.00	0.00	0.00	27100.00
PINKY TRADERS	AHMEDABAD	15155.00	0.00	0.00	15155.00
PLASCARE INDUSTRIES PVT LTD	CHENNAI	17700.00	0.00	0.00	17700.00
PLN CONSTRUCTION LTD.	MUMBAI	54800.00	0.00	0.00	54800.00
POONAM ROLLER FLOUR MILL P. LTD	MUMBAI	91613.00	0.00	0.00	91613.00
POWERGEAR LIMITED	CHENNAI	35000.00	0.00	0.00	35000.00
PRAKASH FREIGHT MOVERS LIMITED	DELHI	80000.00	0.00	0.00	80000.00
PRAKASH PARCEL SERVICES LIMITED	MUMBAI	75025.00	0.00	0.00	75025.00
PRAMUKH COTEX PVT LTD	SHIRPUR	45000.00	0.00	0.00	45000.00
PREMA HANDLOOM TEXTILES(MADURAI)	DHALAVIPUR	7750.00	0.00	3730.00	4020.00
PREMIER ROAD CARRIERS LTD.	MUMBAI	36066.00	0.00	0.00	36066.00
PRIYADARSHNI SAHKARI SOOTGIRNI LTD	SHIRPUR	13890.00	0.00	0.00	13890.00
PUNYARTHI LOGISTICS	MUMBAI	13000.00	0.00	0.00	13000.00
R R B ENERGY LTD	CHENNAI	53750.00	0.00	0.00	53750.00
R.T. TEXTILE	CHENNAI	43906.00	2844.00	0.00	41062.00
RAIPER MACHINERY MFG. CO. (I) PVT. LTD.	MUMBAI	17702.00	13000.00	0.00	4702.00
RAJ & RAJ FREIGHT CARRIERS PVT.LTD.	MUMBAI	49550.00	0.00	0.00	49550.00
RAJASTHAN TEXTILES AGENCY	MADURAI	7759.00	4753.00	0.00	3006.00
RAJAVEER FASHION	JAIPUR	92802.00	40656.00	31800.00	20346.00
RAJESHWAR MARKETING	CHENNAI	45692.00	0.00	0.00	45692.00
RAMDEV EXPORTS	ERODE	28600.00	9322.00	3058.00	16220.00
RAMDEV FABRICS	PALI	15428.00	4319.00	0.00	11109.00
RAMESHWAR TRANSPORT CO.	MUMBAI	16500.00	0.00	0.00	16500.00
RATAN DECOR	CHENNAI	23207.00	0.00	0.00	23207.00
RENESOLA INDIA LIMITED	MUMBAI	5500.00	0.00	0.00	5500.00
RIDDHIM TEXPORT PVT LTD	SHIRPUR	9590.00	0.00	0.00	9590.00
S M ENTERPRISES	MUMBAI	38000.00	0.00	0.00	38000.00
S S TRANS-LOGISTICS PVT.LTD.	MUMBAI	30400.00	0.00	0.00	30400.00
S. R. COTTON ZONE	MUMBAI	26500.00	0.00	0.00	26500.00
S.C. AGENCY	DELHI	5081.00	0.00	0.00	5081.00
SAGAR TEXTILES MILLS	PALI	5976.00	0.00	5976.00	0.00
SANKLECHA TEXTILES	MADURAI	6082.00	2900.00	2155.00	1027.00
SANSERA ENGINEERING PVT LTD	BANGALORE	98500.00	0.00	0.00	98500.00
SEALION EXPORTS PVT LTD (MUMBAI)	SHIRPUR	13871.00	0.00	0.00	13871.00
SEATRACK LOGISTICS SOLUTIONS PVT. LTD	MUMBAI	60000.00	0.00	0.00	60000.00
SHAH NIHALCHAND PADAMCHAND	PALI	7448.00	0.00	3679.00	3769.00
SHANKAR FABRICS	BHIWANDI	26382.00	9680.00	16702.00	0.00
SHANKESHWAR TEXTILE	AHMEDABAD	5072.00	0.00	0.00	5072.00
SHANKESHWER TEXTILE	SURAT	12123.00	0.00	0.00	12123.00

SHELLA THAILAKAN	MUMBAI	67500.00	39000.00	0.00	28500.00
SHIV SHAKTHI DECOR	CHENNAI	52800.00	0.00	0.00	52800.00
SHONNA INTERNATIONAL CARGO LOGISTICS	MUMBAI	48644.00	0.00	0.00	48644.00
SHREE BALAJI COMPUTER	PUNE	6000.00	0.00	0.00	6000.00
SHREE BALAJI FAB	JODHPUR	10540.00	0.00	0.00	10540.00
SHREE FAB	JODHPUR	15265.00	0.00	0.00	15265.00
SHRI BHARAV TEXTILE MILLS	BALOTRA	75000.00	0.00	0.00	75000.00
SHRI HIRTHIK TEXTILES PVT LTD	CHENNAI	76044.00	28860.00	19533.00	27651.00
SHRI PRAYAG TEXO FAB PVT LTD	AHMEDABAD	10591.00	0.00	0.00	10591.00
SHRUTI NURSING HOME	MUMBAI	59204.00	0.00	0.00	59204.00
STAR COLLECTION (BHIWANDI)	MUMBAI	90000.00	0.00	0.00	90000.00
SUMER TEXTILES	MADURAI	28505.00	8221.00	7034.00	13250.00
SURENDER TEMPO SERVICE	DELHI	47300.00	0.00	0.00	47300.00
SUSHANT TEMPO TRANSPORT	DELHI	30000.00	0.00	0.00	30000.00
SWABS INDIA P. LTD	CHENNAI	28104.00	0.00	0.00	28104.00
T S L PVT LTD	MUMBAI	38000.00	0.00	0.00	38000.00
TAIKISHA ENGINEERING INDIA LTD	MUMBAI	38000.00	0.00	0.00	38000.00
TANESH COTTON MILLS	PALI	12315.00	0.00	0.00	12315.00
TECH SUTRE INDUSTRIES LTD	MALEGAON	42700.00	0.00	0.00	42700.00
TECHNOLOGIES FRONTIES INDIA PVT LTD	CHENNAI	83000.00	0.00	0.00	83000.00
TEXNET TRADING IMPEX PVT LTD	CHENNAI	14291.00	0.00	0.00	14291.00
TEXTRADE INTERNATIONAL LTD	MUMBAI	25000.00	0.00	0.00	25000.00
THERMAX LTD.	MUMBAI	93890.00	84400.00	0.00	9490.00
TICC CONTAINER LINE (I) PVT LTD	MUMBAI	54000.00	0.00	0.00	54000.00
TKG INDUSTRIAL (P) LIMITED	MUMBAI	60800.00	0.00	0.00	60800.00
TREND SATTER	AHMEDABAD	37586.00	0.00	0.00	37586.00
TRISHA EXPORT PVT LTD	AHMEDABAD	29128.00	0.00	0.00	29128.00
TULSI COTTON MILLS	PALI	5201.00	3064.00	2137.00	0.00
UDAY (MAHALAXMI)	AHMEDABAD	8805.00	3109.00	0.00	5696.00
UNION ROADWAYS LTD	MUMBAI	100000.00	0.00	0.00	100000.00
UNIVERSAL FREIGHT MANAGEMENT	CHENNAI	42950.00	0.00	0.00	42950.00
UPPER INDIA CARRIERS	MUMBAI	59000.00	0.00	0.00	59000.00
VARANAMURTI FLEXIRUB INDUSTRIES (P) LTD	MUMBAI	11500.00	0.00	0.00	11500.00
VARDHMAN TEXTILES	AHMEDABAD	9802.00	0.00	6030.00	3772.00
VEER MOTI SILK MILLS	MADURAI	34116.00	0.00	0.00	34116.00
VMS FABRICS PVT LTD	AHMEDABAD	23767.00	0.00	0.00	23767.00
WALLAQUE PROJECTS PVT LTD	DELHI	10000.00	0.00	0.00	10000.00
WELSPUN INDIA LTD	AHMEDABAD	55380.00	0.00	9000.00	46380.00
WESTERN CANS PVT.LTD.	MUMBAI	42600.00	12700.00	0.00	29900.00
		<b>5965518.60</b>	<b>548787.00</b>	<b>152005.00</b>	<b>5264726.60</b>

**SUPREME TRANSPORT ORGANISATION PVT LTD**

**ANNEXURE III**

G.L. Name	City	Total	standing	standing	standing
		Outstanding	0 To 180	181 To 210	> 210
AARTI TEXTILE	DELHI	1477.00	0.00	0.00	1477.00
AMBICA ART	MADURAI	720.00	0.00	0.00	720.00
ANURADHA TEX	JODHPUR	1906.00	0.00	0.00	1906.00
ARTH TRADING PVT LTD	AHMEDABAD	1245.00	0.00	0.00	1245.00
B.H.TREADERS	MALEGAON	3077.25	0.00	0.00	3077.25
BALVIGNA WVG MILLS	MADURAI	2396.00	0.00	0.00	2396.00
COUNT & DENIER EXIM PVT.LTD	SHIRPUR	2600.00	0.00	0.00	2600.00
DIVINITEE GARMENTS		4848.00	0.00	0.00	4848.00
FAMOUS PRINT	JODHPUR	4635.00	0.00	0.00	4635.00
HOME ESSENTATS	MALEGAON	3800.00	0.00	0.00	3800.00
INCOTEX IMPEX PVT LTD	AHMEDABAD	2600.00	0.00	0.00	2600.00
ISGEC HEAVY ENGINEERING LT	DELHI	3400.00	0.00	0.00	3400.00
J.D.TEXFAB	AHMEDABAD	4950.00	0.00	0.00	4950.00
JAGTAMBA TEX	MADURAI	1185.00	0.00	0.00	1185.00
JITENDRA TEXTILES	PALI	1384.00	0.00	0.00	1384.00
JIWANDASS DESRAJ & CO.	AHMEDABAD	2677.00	0.00	2677.00	0.00
K.L ASSOCIATE	PALI	550.00	0.00	0.00	550.00
KARANI TEXTILE	PALI	3568.00	0.00	0.00	3568.00
KARISHMA AGENCY	MADURAI	2490.00	0.00	0.00	2490.00
KARWAD FABRICS	PALI	3631.00	0.00	0.00	3631.00
KESHAV FABRICS	PALI	3047.00	0.00	0.00	3047.00
M. GOUTAM FABRICS	PALI	1784.00	0.00	0.00	1784.00
M.M & CO	ERODE	3401.00	0.00	1744.00	1657.00
M.R.K. PACKAGING	MUMBAI	3000.00	0.00	0.00	3000.00
MAHADEV TEXTILES MADURAI	MADURAI	3983.00	0.00	0.00	3983.00
MANGAL MOORTI TEXTILES AG	AHMEDABAD	913.00	0.00	0.00	913.00
MANGLIK COTTON MILLS	BALOTRA	1380.00	0.00	0.00	1380.00
MANSAROVER FASHION	MADURAI	1004.00	0.00	0.00	1004.00
MARUDHAR CREATION	JODHPUR	3300.00	0.00	0.00	3300.00
MATA JI FABRICS	PALI	1321.00	0.00	0.00	1321.00
MILAN TEXTILE	AHMEDABAD	1035.00	0.00	1035.00	0.00
MOHINI LILA TEX	JODHPUR	210.00	0.00	0.00	210.00
MONTE CARLO	BHIWANDI	2858.00	0.00	0.00	2858.00
MPIL STEEL STRUCTURES LTD.	MUMBAI	2000.00	0.00	0.00	2000.00
MUKESH INDUSTRIES LTD	AHMEDABAD	3100.00	0.00	0.00	3100.00
MUKESH TEXTILES MADURAI	MADURAI	2392.00	0.00	385.00	2007.00
NAVEEN TEX	JODHPUR	2337.00	0.00	0.00	2337.00
NAVVAR TRANSPORT	AHMEDABAD	3450.00	0.00	0.00	3450.00
NISHA ROADWEYS PVT LTD	CHENNAI	2100.00	0.00	0.00	2100.00
NITIN FAB TEX	PALI	1321.00	0.00	0.00	1321.00
NOYA LIFESTYLES PVT. LTD.	MUMBAI	5000.00	0.00	5000.00	0.00
P S APPARELS	CHENNAI	1939.00	0.00	0.00	1939.00
PADMAVATI TEXTILES MILLS	PALI	1489.00	0.00	0.00	1489.00
PAWAN TEXTILES	PALI	2475.00	0.00	0.00	2475.00
PRASHANT COTTECH PVT LTD	TARAPUR (MME	2309.00	0.00	0.00	2309.00
PUNIT CREATION	BANGALORE	3320.00	0.00	0.00	3320.00
R R PRINT	JODHPUR	2300.00	0.00	0.00	2300.00
RAJARAM TEXTILES	MADURAI	1512.00	0.00	450.00	1062.00
RAMALAKSHMI TEXTILES	MADURAI	872.00	0.00	0.00	872.00
REAL ANODISING	MUMBAI	1500.00	0.00	0.00	1500.00
REHMAT SAREE	JODHPUR	4600.00	0.00	0.00	4600.00
S G COTEX	MUMBAI	1820.00	0.00	0.00	1820.00
SALECHA TEX AGN	MADURAI	1785.00	25.00	0.00	1760.00
SARDA TEXTILES MILLS	PALI	1339.00	0.00	0.00	1339.00
SHAKTI INDUSTRIES	MUMBAI	3500.00	0.00	0.00	3500.00
SHREE BANKEY BEHARI FABRIC	DELHI	3793.00	0.00	0.00	3793.00
SHREE MAJISHA INDU.(BROKER	BALOTRA	4640.00	0.00	0.00	4640.00
SHRI MANMAYA TEXTILES PVT	ERODE	1270.00	0.00	0.00	1270.00
SRI AMBICA TEXTILE	CHENNAI	2755.00	0.00	0.00	2755.00
SRI ANNAI MEENAKSHI TEX	MADURAI	1236.00	0.00	0.00	1236.00
SRI MEENAKSHI TEXTILES	MADURAI	4075.00	0.00	0.00	4075.00
TECHNOTWIN INTERPRISE	MUMBAI	2500.00	0.00	0.00	2500.00
UNIFAB ENGINEERING PROJEC	MUMBAI	4000.00	0.00	0.00	4000.00
VAIBHAV LAXMI TEXTILE	MADURAI	809.00	0.00	0.00	809.00
VANDANA ENTERPRISES	AHMEDABAD	2625.00	0.00	0.00	2625.00
VEER SHASAN DESIGNERS	MADURAI	2705.00	1600.00	395.00	710.00
VINYAK TEXTILE	JODHPUR	2608.00	0.00	0.00	2608.00

**165851.25 1625.00 11686.00 152540.25**

क्र. एमआयएस २०१३ / प्र.क्र.१०२/ पोल ११  
गृह विभाग, दुसरा मजला, मंत्रालय, मुंबई ३२.  
दिनांक - ०५/०५/२०१६.

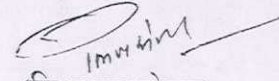
प्रति,

पोलीस आयुक्त,  
मुंबई

**विषय :-** सहार पोलीस ठाणे येथे दाखल गुरक्र. MECR क्र.०२/२०१६ चा पुढील तपास आर्थिक गुन्हे शाखेकडे हस्तांतरीत करणेबाबत तसेच सदर गुन्ह्यास भांदविस कलम ४६७ चा समावेश करण्याबाबत...

सहार पोलीस ठाणे येथे दाखल गुरक्र. MECR क्र.०२/२०१६ भांदविस कलम ३८१, ४२०, ४६५, ४६८, ४७१, ४०८ व १२० (ब) चा पुढील तपास आर्थिक गुन्हे शाखेकडे हस्तांतरीत करावा व प्रस्तुत प्रकरणी केलेल्या कार्यवाहीचा अहवाल शासनास उलटपाली सादर करावा.

सोबत: वरील प्रमाणे

  
(वि.द. फणसेकर)

कक्ष अधिकारी, गृह विभाग, महाराष्ट्र शासन

प्रत,

- १) सहपोलीस आयुक्त, आर्थिक गुन्हे, आगुशा, मुंबई
- २) वरिष्ठ पोलीस निरीक्षक सहार पोलीस ठाणे, मुंबई.

नियंत्रित ठेके  
05/05/16



मसुल 715/1880980

मुख्यमंत्री सांचवालड

मंत्रालड, मुंबई 400 032

www.maharashtra.gov.in

दिनांक : 20 APR 2016

प्रति,  
पोलिस आयुक्त,  
पोलिस आयुक्त कार्यालय,  
दादाभाई नौरोजी रोड,  
फोर्ट, मुंबई 400 001.

महोदड,

श्री. कमल अग्रवाल, चेअरमन, मे. सुप्रिम ट्रॉन्सपोर्ट ऑर्गनाइजेशन प्रा.लि, अंधेरी, मुंबई यांनी सर्वश्री रविंद्र अग्रवाल, पराग नेवातीया, निलेश नेवातीया, दीपक अग्रवाल व मनोज मुदलीयार यांचेविरुध्द दिनांक 26 डिसेंबर, 2015 रोजी सहार पोलिस स्टेशन, मुंबई येथे तक्रार केली असून, तिचा फौजदारी प्रक्रिया दंड संहिता 154 अंतर्गत स्टेशन डायरी नोंद क्रमांक 16/2016 असा आहे. श्री. रविंद्र अग्रवाल व इतर यांचे विरुध्द भारतीय दंड विधान संहितेनुसार 381,465,468,471, 420, 408 आणि 120 B ही कलमे लावण्यात आली असून त्यातील काही कलमे अजामिनपात्र आहेत.

असे असून देखील गुन्हा दाखल करण्यात आलेल्या आरोपींना अटक झालेली नाही, असे अर्जदाराचे म्हणणे आहे. सदर प्रकरणी अद्यापही कार्यवाही झाल्याचे दिसून येत नाही. तरी प्रकरणी तातडीने कार्यवाहीचे आदेश व्हावेत व केलेल्या कार्यवाहीबाबत या कार्यालयास अहवाल पाठवावा, ही विनंती.

आपल्या  
(जितेंद्र वाणी)  
अवर सचिव

सहपत्र : F12015/1880980

05136

26/04/16  
नोंदणी शाखा (कस-2)  
पोलिस आयुक्त, मुंबई यांचेकडून

## पहिली खबर

## FIRST INFORMATION REPORT

फौजदारी प्रक्रिया संहितेच्या कलम 154 अन्वये (Under Section 154 Cr.P.C.)  
m.e.r. No 2/16

1. राज्य महाराष्ट्र, जिल्हा मुंबई, पोलीस ठाणे एडोल्फ, पहिली खबर क्र. 2102/16, दिनांक 21/02/16  
State District Police Station FIR No. Year Date

2. (i) अधिनियम Act महाराष्ट्र दंड विधान संहिता, कलमे Sections 379, 447, 509, 509, 509, 520  
(ii) अधिनियम Act —, कलमे Sections 920 (a)  
(iii) इतर अधिनियम व कलमे Other Acts and Sections —

3. (a) अपराधाची घटना: वार —, तारीख पासून 20/02/16, वेळ —, तारीख पर्यंत —, वेळ —  
Occurrence of offence: Day Date from Time Date to Time  
वेळेचा अवधी (प्रहर) (योग्य ठिकाणी  अशी खूण करा. Tick applicable portion)  
(1) 00.00 ते 03.00 (2) 03.00 ते 06.00 (3) 06.00 ते 09.00 (4) 09.00 ते 12.00 (5) 12.00 ते 15.00  
(6) 15.00 ते 18.00 (7) 18.00 ते 21.00 (8) 21.00 ते 24.00 (9) 06.00 ते 18.00 (10) 18.00 ते 06.00

(b) पो. ठा. ला माहिती मिळालेचा तारीख —, वेळ —  
Information received at P.S. Date Time

(c) गुन्हा दाखल झालेचा सर्वसाधारण स्टेशन डायरीचा नोंद क्र. 82195, तारीख 29/02/16, वेळ 90.40 वा.  
General Diary Reference: Entry No. Date Time

4. माहितीचा प्रकार Type of Information: —, लेखी/तोंडी Written/Oral —

5. गुन्हा घडल्याचे ठिकाण (a) पोलीस ठाण्यापासून अंतर व दिशा उत्तरे 7 1/2 KM, चौकी/बीट/दुरक्षेत्र नाव व क्र. 3  
Place of Occurrence: (a) Direction and distance from P.S. Chouki/Beat/O.P. Name and No.  
(b) गुन्हा घडल्याचे ठिकाणाचे नाव यु.डी. 38 अशा, ठिकाणाचे नंबर M.V. 215, गल्ली —, रस्त्याचे नाव —  
Address of Occurrence Name मिराक इंडस्ट्रीज, if any Ward —, Name of road —  
जवळचे ओळख विन्हा/ठिकाण —, गाव —, पोस्ट —, तालुका —, जिल्हा मुंबई, राज्य महाराष्ट्र  
Nearest identifiable Place Village Post Taluka Distt. State

(c) पोलीस ठाणेचे हद्दीबाहेर असल्यास त्या पो. स्टे. चे नाव —, तालुका —, जिल्हा —, राज्य —  
In case, outside the limit of this Police Station Taluka Distt. State

6. तक्रारदार / खबर देणाराचे नाव व पत्ता Complainant / Informant: Permanent Address.

(a) नाव Name कमाल मजगुल (b) वडीलाचे/पतीचे नाव मोहम्मद मजगुल  
Father's/Husband's Name

(c) जन्म तारीख व वय 24/12/1987 (d) राष्ट्रीयत्व भारतीय फोन नं. 9829946529  
Date of Birth & Age Nationality Phone No.

(e) पारपत्र क्रमांक — दिव्याचा दिनांक — दिव्याचे ठिकाण — (f) व्यवसाय ट्यापार  
Passport No. Date of Issue Place of Issue Occupation

(g) धर्म Religion हिंदू, जात Caste महाराष्ट्र, जनजात Sub-Caste —

(h) पत्ता: — गल्ली/सर्वे नं. — घर/नाव नंबर 909 फोन/मो. नंबर दिव्याचे फोन पिन नं. — वोटसं नं. —  
Address: Ward House/Name No. Phone/M. No. Pan No. Card No.  
रस्त्याचे नाव जे.डी. 38 अशा जवळचे प्रसिद्ध ठिकाण मिराक इंडस्ट्रीज गाव अशा पोस्ट — पो. स्टे. —  
Road Nearest identifiable place Village Post P. Stn.  
तालुका — जिल्हा मुंबई राज्य महाराष्ट्र सध्याचा पत्ता तरीक मजगुल  
Taluka Distt. State Present Address

7. माहिती असलेल्या आरोपीचे संपूर्ण नाव व पत्ता (आवश्यक असल्यास स्वतंत्र कागद जोडावा). (संशयिताचे वर्णन प्र. ख. रिपोर्टच्या फॉर्म 1B वर वेगळ्या शिष्टवर घडून तपासीक अंमलदाराच्या प्रथम खबरीला व सं. अभियोजका यांच्या फाईलला जोडावे.)

Details Name & Address of known Accused (Attach separate sheet, if necessary.) (If suspect particular of physical feature write on form 1-B of attach FIR 1-B to case diary.)

१) रवींद्र नागद मजगुल, वय - २५ वर्षे, २) निहाल राविका मजगुल वय - ३२ वर्षे  
३) निहाल रामराविका मजगुल वय - ३० वर्षे, ४) मिराक रामनेकाविका विवेकीना, ३५ वर्षे  
५) मोहम्मद मजगुल वय - ३० वर्षे

ॐ नमो भगवते वासुदेवाय  
 श्रीगणेशाय नमः  
 संकीर्तन विद्यालय के माध्यम से  
 नृसिंह जी का स्मरण किया जा रहा है।

श्रीगणेशाय  
 नमः  
 (श्रीगणेश म. श्रीगणेश)  
 श्रीगणेश विद्यालय,  
 यमुना नदी किनारे।

21.2.2016  
 (KAMAL N AGARWAL)

## जबाब

दिनांक:- २१/०२/२०१६

श्री. कमल नागरमल अग्रवाल, वय ४९ वर्षे, धंदा:-व्यवसाय, रा.ठी. ९०१, बिकानेर भवन, जे.बी.नगर, अंधेरी कुर्ला रोड, अंधेरी (पुर्व), मुंबई (मो.क्र. ९८२११५७८२५)

मी वरील प्रमाणे असून वर नमुद पत्यावर गेल्या ७ महिन्यापासून कुटुंबासह राहत आहे. मी व माझे भावाची मिळून मे. सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. कंपनी आहे. सदर कंपनीचा नोंदणी क्रमांक २१६१४३ असा आहे. सदर कंपनीचे कार्यालय ५ बी ३४, अक्षय मित्तल इंडस्ट्रियल ईस्टेट, एम.व्ही.रोड, अंधेरी पुर्व, मुंबई ५९ येथे आहे. मी सदर कंपनीचा एक चेअरमन व मॅनेजिंग डायरेक्टर आहे. सदर कंपनीचा व्यवहार मी व इतर डायरेक्टर पाहतात.

मी दिनांक २६/१२/२०१५ रोजी श्री. रविंद्र अग्रवाल व इतर यांच्याविरूद्ध केलेल्या तक्रार अर्जाच्या अनुषंगाने तसेच माझा मुलगा अमित अग्रवाल याने मी केलेल्या तक्रारी अर्जाप्रमाणेच तक्रारी अर्ज दिनांक ०६/१२/२०१५ रोजी सहार पोलीस ठाणेस केला होता. त्या अनुषंगाने मी मा. अतिरीक्त महानगर दंडाधिकारी २२वे कोर्ट यांच्या न्यायालयात केलेल्या अर्जास अनुसरून मा. न्यायलयाने दिलेल्या आदेशान्वये मी आज रोजी मी समक्ष हजर राहून माझा खालील प्रमाणे जबाब देत आहे.

मे. सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि. ही आमची खाजगी कंपनी आहे. सदर कंपनीचा ट्रेडमार्क रजिस्टर दिनांक १५ जून २०१० रोजी करण्यात आला आहे. सदर क्रमांक १९७९९२६ असा आहे. सदर कंपनीचे एकुण ०९ डायरेक्टर आहेत. त्यांची नावे पुढीलप्रमाणे १) श्री. आनंद अग्रवाल, वय ५९ वर्षे, डायरेक्टर, २) मी श्री. कमल अग्रवाल, वय ४९ वर्षे, ३) श्री. सतिश अग्रवाल, वय ५४ वर्षे, ४) श्री. अरूण अग्रवाल, वय ४६ वर्षे, ५) श्री. विमल अग्रवाल, वय ३६ वर्षे, जॉइंट मॅनेजिंग डायरेक्टर व सी.ई.ओ., ६) श्री. गिरीश अग्रवाल, वय ३४ वर्षे, डायरेक्टर, ७) श्री. रविंद्र अग्रवाल, वय २७ वर्षे, डायरेक्टर, ८) श्री. अमित अग्रवाल, वय २७ वर्षे, सी.ई.ओ., अध्यक्ष व डायरेक्टर, ९) श्री. आकाश अग्रवाल, वय २५ वर्षे, डायरेक्टर असे आम्ही डायरेक्टर आहोत. माझ्या कंपनीत संपुर्ण भारतात व्यावसायिक वस्तु व माल हा वाहतुक करून घेवून जाणे, तसेच ग्राहकांना आवश्यक असल्यास वाहतुकीचे साधन पुरविणे अशी कामे चालतात.आमच्या कंपनीचे अॅल्सटॉम प्रोजेक्ट इंडिया लि, ऑयनॉक्स, विंडर रिन्युएबल प्रा लि, एशिया शिपींग, मेगा इंजिनियरिंग इत्यादी कंपन्या क्लॉयंट आहेत. नमुद कंपनीचे डायरेक्टर हे माझे भाऊ व त्यांची मुले आहेत. कंपनी कौटुंबिक मालकी असलेली आहे. सदर कंपनीची वार्षिक उलाढाल १४० करोड रुपये एवढी आहे.

माझे कंपनीत १) श्री. रविंद्र आनंद अग्रवाल, वय २७ वर्षे, डायरेक्टर, २) श्री. दिपक सतिश अग्रवाल, वय ३१ वर्षे, हा मॅनेजर अहमदाबाद ३) श्री. निलेश रामनिरंजन निवेटीया, वय ३० वर्षे, मॅनेजर मुंबई ४) श्री. पराग रामनिरंजन निवेटीया, वय २५ वर्षे, मॅनेजर कळबोली असे होते.

आमचे वरील कंपनीने ऍसटयुट टॅक्नालोजी इंडिया हया कंपनी कडून आय टी संर्दभातील सॉफ्टवेअर खरेदी केले होते व त्याच्या वापरा संर्दभातील युजर आय डी व

पासवर्ड हे कंपनीने श्री मनोज मुदलीयार, वय ३० वर्षे, या कंत्राटी कामगारास दिले होते. त्यामोबदल्यात त्यास दरसाल मॅटनंस देण्यात येत होता.

श्री. रविंद्र अग्रवाल, वय २७ वर्षे हा सन २०१३ पासून आमच्या कंपनीमध्ये डायरेक्टर म्हणून काम करत आहे. रविंद्र अग्रवाल हा सी.ए. असल्याने तो पुर्वी कंपनीचे महत्वाचे कागदपत्र व कंपनीचे इतर व्यवहार पाहत होता. मला दि. ०३/१२/१५ रोजी आमचे क्लाइंट विंडर रिन्युएबल एनर्जी प्रा.लि. या कंपनीचे श्री. संजय पदरीया यांच्याकडून समजले की, दि. २७/११/१५ रोजी नमुद रविंद्र अग्रवाल, दिपक अग्रवाल, निलेश निवेतीया व पराग निवेतीया हे त्यांच्या कंपनीत गेले होते. सदरवेळेस त्यांनी सुप्रीम फ्रईटवे कॉरिअर ही कंपनी माझे कंपनीची सिस्टर कंन्सल्ट कंपनी असून ती त्यांनी मी नवीन स्थापन केली असल्याचे भासविचले व खोटे सांगुन विंडर कंपनीकडून ०९,२६,२२,५००/- रूपयांचे कॉन्ट्रॅक्ट सुप्रीम फ्रईटवे कॉरिअर या कंपनीच्या नावाने मिळविले आहे.त्याकरीता श्री. रविंद्र अग्रवाल व इतरांनी सदर कॉन्ट्रॅक्ट प्राप्त करण्यासाठी खोटी व बनावट कागदपत्र तयार केली आहेत. त्यामध्ये त्यांनी आमचे कंपनीचा लोगो व ट्रान्सपोर्ट लॉरी रीसिप्ट यांची हुबेहुब दिसनारी नक्कल करून सादर केली आहे. सदर कागदपत्रे विंडर या कंपनीस देवून व आमच्या कंपनीचे गुडवील वापरून व लबाडीने कॉन्ट्रॅक्ट मिळविले आहे.

त्यांनी सदर कॉन्ट्रॅक्ट त्यांच्या कंपनीकडे वळविल्याने आमच्या कंपनीचे तेवढे नुकसान झाले आहे. त्यांनी नमुद विंडर कंपनीस पाठविलेली कागदपत्रे पाहता त्यावर दिपक अग्रवाल यांच्या अहमदाबाद येथील घरचा पत्ता बी/२३, स्कायलार्क अपार्टमेंट, शिवरंजनी क्रॉसजवळ, सॅटलाईट, अहमदाबाद ३८००१५ असून कॉर्पोरेट हेड ऑफिस ए/१३, पहिला माळा, विरवानी इंडस्ट्रीयल इस्टेट, गोरेगाव पुर्व, मुंबई असा असून पराग नवेटिया यांचा मोबाईल नंबर आहे. तसेच त्यांनी त्यांच्या कंपनीचे एल.आर. (लॉरी रिसीट) आमच्या कंपनीचा एल.आर. ( लॉरी रिसीट ) प्रमाणे तयार करण्यात आले आहे. त्यावर आमच्या कंपनीच्या लोगो प्रमाणे बनावट लोगो वापरण्यात आला आहे. अशा प्रकारे त्यांनी खोटे बोलुन आमच्या कंपनीची गुडवील वापरून फसवणूक केलेली आहे.

श्री. मनोज मुदलीयार, वय ३० वर्षे (पत्ता:-ऐ विंग, साया पार्क पहिला माळा, खारे गाव कळवा पश्चिम) यांना आमच्या कंपनीचे कार्यालयीन कामकाज सुरळीत चालण्यासाठी आवश्यक असलेले संगणकीय तंत्रज्ञान व आय.टी. इंटरनेट कंट्रोल पॅनेल तयार करण्यासाठी पुर्वी काम दिले होते. तसेच त्यांना देण्यात येणारे मानधन हे त्यांचे एक्सीस बँक खाते क्र. ०६१०१०१००३३९९१९ मध्ये जमा करण्यात येत होते. त्याने आमच्या कंपनीचे इंटरनेट कंट्रोल पॅनेल तयार करून ते रविंद्र अग्रवाल यांच्याकडे दिले होते. तेव्हापासून रविंद्र अग्रवाल आमच्या कंपनीचे ई-मेल आय.डी., वेब होस्टिंग, डोमेन होस्टिंग व त्या संबंधाने लॉगींग आय.डी. व पासवर्ड त्यांच्याकडे असून त्याद्वारे आमच्या कंपनीचे कोटयावधी रूपयांचे नुकसान केले आहे. नमुद रविंद्र अग्रवाल व वरील त्यांचे साथीदार आम्हाला अंधारात ठेवून आमच्या कंपनीचे नुकसान करत असल्याचे समजल्यावरून दि. ०६/१२/१५ रोजी व त्यानंतर रविंद्र यास तोंडी व ई-मेल पाठवून आमच्या कंपनीचे आय.टी. पॅनेल, लॉगींग आय.डी., पासवर्ड व वेबसाईट संबंधाने सर्व कंट्रोल पॅनेल आमच्या कंपनीस परत करण्यास सांगितले. परंतु रविंद्र हा ते परत करण्यास नाकारत आहे व कंपनीच्या मालकीची असलेली इंटेलेक्चुअल प्रॉपर्टी कंपनीस अद्यापही परत केलेली नाही. सदरबात मनोज मुदलीयार, यास फोनवरून व ई-मेल

श्री. मनोज मुदलीयार  
२१/१२/१६  
(कामगार म. शिंदे)

Kamal N Agarwal  
21-2-2016  
(KAMAL N AGARWAL)

करून सदर आमच्या कंपनीचे आय.टी. कंट्रोल पॅनल व त्यासंबंधाने सर्व माहिती माइयाकडे सुपूर्द करण्यास सांगितली. परंतु त्याने सर्व कंट्रोल पॅनल रविंद्र यास दिल्याचे सांगुन त्याचेकडे माहिती उपलब्ध नसल्याचे सांगतो व तो सदरबाबत रविंद्र अग्रवाल यांच्याशी बोलुन घ्यावे असे सांगत आहे व त्याबाबत त्यांनी अद्यापपर्यंत कोणतीही माहिती मला अथवा इतर कोणालाही दिलेली नाही.

तसेच मनोज मुदलीयार आणि इतरांनी त्यांची नवीन कंपनी सुप्रिम फ्रेट-वे-कॅरियर्स नावाने सुरू केलेली आहे याची त्याला माहित असून देखील त्याने मुळ कंपनी नामे सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि. चा मुळ डेटा आम्हाला पुन्हा पुन्हा मागुन देखील न देता त्या डेटाचा सर्व आरोपी संगनमत करून स्वतःच्या आर्थिक फायदा करून घेण्यासाठी आम्हाला त्यांनी आजपर्यंत हवा असलेला डेटा सुपूर्द केलेला नाही आणि त्याचा स्वतःच्या आर्थिक फायदया करीता वापर करीत आहेत. तसेच मनोज मुदलीयार याच्याकडे व्हेटो पासवर्ड असून देखील जाणूनबुडून त्यांच्या आर्थिक फायद्याकरीता तो व्हेटो पासवर्ड आम्हाला देण्यास नकार देत आहेत.

तसेच रविंद्र अग्रवाल हा आमच्या कंपनीत मित्तल इंडस्ट्रीयल इस्टेट येथील कार्यालयात काम करत असताना माहे नोव्हेंबर २०१५ मध्ये माइया कार्यालयातील आमच्या कंपनीच्या नावे असलेली गाव पालडी, कंकज, तालुका दसरोही, जिल्हा अहमदाबाद, गुजराथ येथे ५,००,००,०००/- रु. किंमत असलेल्या प्रॉपर्टीची मालकी हक्काबाबतची मुळ कागदपत्रे व खालील नमुद कागदपत्रे ही आमच्या कंपनीत काम करणारे श्री. नेकीराम लक्ष्मणराम चौधरी यांना सदरबाबत माइयाकडून परवानगी घेतलेली असल्याचे खोटे सांगुन व मला काहीही न सांगता कामासाठी म्हणून घेवून गेलेला आहे. त्याला सदरची कागदपत्रे ही मला परत करण्यासाठी तोंडी व लेखी पत्राने कळवूनही त्याने अद्याप ती परत केलेली नाही व परत करण्यास नकार देत आहे.

कागदपत्रांचा तपशिल:-

- 1) Register of Share Application & Allotment U/s 42 & 62
- 2) Register of Member U/s 88 (1) (a)
- 3) Register of Directors Share Holding U/s 170(1)
- 4) Register of Share Transfer U/s 56
- 5) Register of Loan, Guarantee & Security & acquisition made by the company U/s 186 (9)
- 6) Register of Investments not held by company in its own name U/s 187(3)
- 7) Register of Contracts in which Directors is interested U/s 189(1)
- 8) Register of Charges U/s 85
- 9) Minutes Book Register U/s. 118
- 10) Register of Fix Assets as per Companies Act 2013
- 11) Register of Renewed & Duplicate Share certificate U/s 46(3)
- 12) Company shall Maintain Complete record of private placement u/s. 42(7)
- 13) Register of Seal Book
- 14) Director Attendance Book
- 15) Share holder / Proxy Attendance Book
- 16) Register of Share Application & Allotment
- 17) Register of Share Transfer/Transmission
- 18) Register of Power Attorney / probate etc.

- 19) Register of Bank account Particulars.  
 20) Register of Fixed Assets  
 21) Register of Form 24AA from Directors

रविंद्र अग्रवाल हा त्याचे वरील साथीदारांसह आमच्या कंपनीच्या विरूद्ध काम करत असल्याने त्यास दि. ३१/१०/१५ रोजी त्याच कंपनीच्या डायरेक्टर पदावरून का हटविण्यात येवू नये? याबाबत नोटीस दिली होती म्हणून त्याने आमच्या कंपनीवर व आमच्या इतर डायरेक्टरवर मा. कंपनी लॉ बोर्ड, दिल्ली येथे दावा दाखल केला असून त्याची मा. न्यायालयात सुनावणी चालू आहे. सदरबाबत कंपनी बोर्डाने आमच्या बाजूने दि. १५/०१/२०१६ रोजी अतंरीम निकाल दिलेला आहे. सदरबाबतचा निकाल जाहिर झाल्यानंतरच त्यांनी आमचा सर्व्हर डेटा रेकॉर्ड हा नाश करण्यास सुरुवात केली आहे.

तरी रविंद्र अग्रवाल याने आमचे मित्तल इंडस्ट्रीयल इस्टेट, अंधेरी पुर्व, मुंबई येथील कार्यालय येथून वर नमुद कागदपत्रे मला न सांगता माझी परवानगी न घेता नेलेले असून ती कागदपत्रे स्वतःकडेच ठेवून ती परत करत नाही तसेच आमच्या कंपनीची वेबसाईट, आय.टी. कंट्रोल पॅनल व त्या संबंधाने सर्व माहिती स्वतःकडे ठेवली आहे. त्यामुळे त्यास नमुद कंपनीची वेबसाईट, आय.टी. कंट्रोल पॅनल कंपनीस परत करण्यास सांगितली असता तो त्यास नकार देत असून बेकायदेशीरपणे व उद्देशपूर्वक स्वतःकडे ठेवलेली आहे व त्यास मनोज मुदलियार मदत करित आहे.

रविंद्र अग्रवाल, दिपक सतिश अग्रवाल, निलेश निवेतीया, पराग निवेतीया, व मनोहरन उर्फ मनोज मुदलियार यांनी एकमेकाशी अन्यायाचे सगनंमत करून आमच्या कंपनीच्या अहमदाबाद येथील मालमत्तेच्या कागदपत्रांची चोरी करून व आमच्या कंपनीचे क्लाइंट विंडर रिन्युएबल एनर्जी प्रा.लि.या कंपनीस त्यांनी स्थापन केलेली मे. सुप्रिम फ्रईटवे कॅरीअर्स ही आमच्या कंपनीची सिस्टर कंन्सर्न कंपनी असल्याचे भासवुन आमचे कंपनीचा लोगो व ट्रान्सपोर्ट लॉरी रीसिप्ट यांची हुबेहुब दिसनारी नक्कल तयार करून त्याचा वापर करून तसेच आमच्या कंपनीचे गुडवील वापरून विंडर रिन्युएबल प्रा लि, या कंपनीस सादर करून त्याचेकडून ९,२६,२२,५००/- (नऊ कोटी सव्वीस लाख बावीस हजार पाचशे रूपये) इतक्या रकमेचे कॉन्ट्रॅक्ट मिळवुन माझी व माझ्या कंपनीची अन्यायाने विश्वासघात करून अर्थिक फसवुणक केली आहे. म्हणून त्यांच्यावर योग्य कायदेशीर कारवाई व्हावी म्हणून माझी त्यांच्याविरूद्ध फिर्याद आहे.

माझा जबाब संगणकावर मराठीत टंकलीखित केलेला मी वाचून पाहीला असता सदर जबाब माझ्या सांगण्याप्रमाणे खरा व बरोबर आहे.

समक्ष  
 २१/०१/१६  
 (डि.एम. थोपटे)  
 पोलीस निरीक्षक  
 सहार पोलीस ठाणे, मुंबई

Kamal N Agrawal  
 21.2.2016  
 (KAMAL N AGRWAL)

L796

8. तक्रारदाराने/फिर्यादीने तक्रार करण्याकरीता झालेल्या विलंबाची कारणे  
Reasons for delay in reporting by the complainant/informant
9. चोरीस गेलेल्या/अंतर्भूत मालमत्तेचा तपशील (आवश्यकतेनुसार नमुना फॉर्म जोडावा) सविस्तर मजकूर पठोमागे लिहावे.  
Particulars of properties stolen and involved (Attach necessary Proforma) write down details on blank back page.
10. (a) चोरीस गेलेल्या / अंतर्भूत मालमत्तेचे एकूण मूल्य  
Total Value of properties stolen / involved
- (b) चोरीची मिळालेली मालमत्ता (Recovered Properties)
11. अकस्मात मृत्यू / अपघाती मृत्यू असल्यास त्याचा क्रमांक :  
Unnatural / Accidental Death Case No., if any
12. पहिल्या खबरीची थोडक्यात हकिगत (आवश्यक असल्यास स्वतंत्र कागद जोडावा) सविस्तर पठोमागील कोऱ्या पानावर लिहावे.  
First Information brief contents (Attach separate sheet, if required) : Detail write down back blank page.

Handwritten text in Marathi, likely a first information report or a detailed account of the theft, mentioning items like gold jewelry and cash.

13. केलेली कार्यवाही :- 1. वरील फिर्यादीवरून कोलम नं. 2 मधील कलमाप्रमाणे गुन्हा दाखल करून तपासवार घेतला. तपास करण्याचे साईट दिले, त्या तपासिके अंमलदारीचे नाव वे हद्दी.
2. तपास नाकारण्यात आला त्याचे कारण,

3. दुसऱ्या पोलीस ठाण्याकडे वर्ग करण्यात आला. पोलीस स्टेशन, जिल्हा, राज्य

Action taken : Since the above information reveals Commission of offence (s) u/s as mentioned at Item No. 2 :

(1) Registered the case and took up the Investigation or Directed (Name of I.O.) Rank No. to take up the Investigation or

(2) Refused Investigation due to (3) Transferred to P.S. District on point of jurisdiction.

तक्रारदाराने / फिर्यादीने फिर्याद वाचून पाहिली. फिर्याद बरोबर लिहिली असल्याचे पाहून / वाचून / ऐकून बरोबर नोंदविली असल्याचे त्याने मान्य केले व त्याची एक प्रत त्यास विनामूल्य देण्यात आली.  
F.I.R. read over to the Complainant/informant, admitted to be correctly recorded and a copy given to the Complainant/informant, free of cost.

14. तक्रारदाराची सही व अंगठा  
Signature and Thumb impression of the Complainant / Informant.

RO.A.C. (KAMALU ARAWAL) 21.2.2016

पोलीस ठाणे प्रभारी अधिकाऱ्याची सही  
Signature of Officer In-charge, Police Station  
संपूर्ण नाव Name  
पदनाम Rank  
तपासिक अं. चा कोड. क्र.

15. 1. न्यायालयास सादर केल्याची तारीख  
1. Date and time of submitted to the Court.

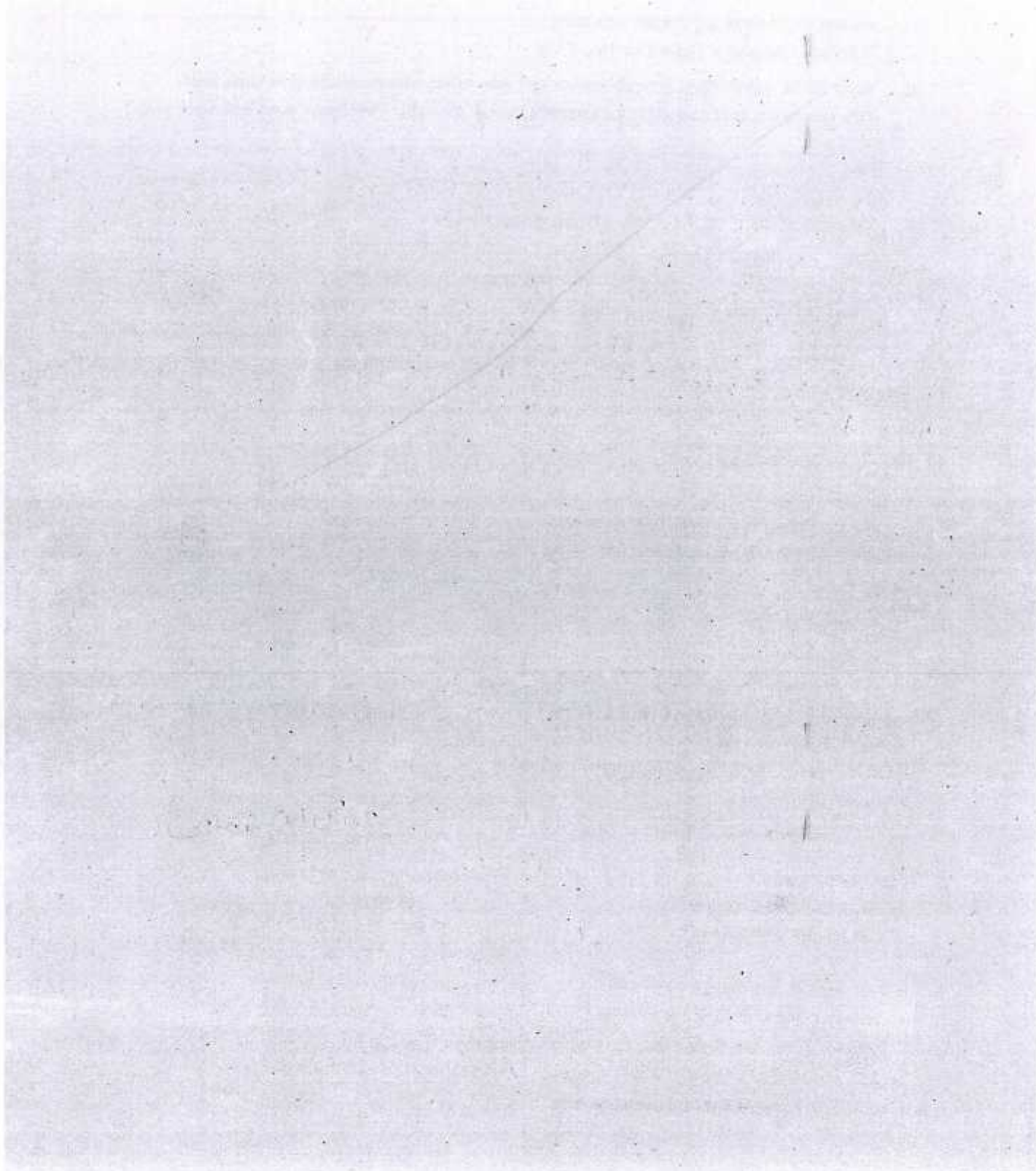
2. फिर्यादी, 3. पोलीस अधीक्षक (संगणक), 4. तपासिक अंमलदार, 5. स्थळ प्रत.  
Copy to, 2. Complainant, 3. Supdt. of Police (Computer), 4. Inv. Officer, 5. Office Copy.

Attachment to item 7 of First Information Report

THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF CHEMISTRY

PH.D. THESIS  
SUBMITTED TO THE FACULTY OF THE DIVISION OF THE PHYSICAL SCIENCES  
IN CANDIDACY FOR THE DEGREE OF DOCTOR OF PHILOSOPHY

BY  
[Name]  
[Title]  
[Date]



श्री. कमल नागरमल अग्रवाल, वय ४९ वर्षे, धंदा—व्यवसाय, रा.ठी. — ९०१, बिकानेर भवन, जे.बी. नगर, अंधेरी कुर्ला रोड, अंधेरी (पूर्व), मुंबई, मो.नं. — ९८२११५७८२५

मी वरील प्रमाणे असून वर नमूद पत्त्यावर माझ्या कुटूंबासह राहत आहे. माझी व माझ्या भावांची मिळून मे. सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. नावाने कंपनी आहे. सदर कंपनीचे रजिस्टर कार्यालय ५ बी-३४, अक्षय मित्तल इंडस्ट्रियल ईस्टेट, एम.व्ही. रोड, अंधेरी पूर्व, मुंबई— ५९ येथे आहे. मी वर नमूद कंपनीचा चेअरमन व मॅनेजिंग डायरेक्टर आहे. कंपनीचा व्यवहार मी व माझ्यासोबत इतर डायरेक्टर पाहतात.

मे. सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. ही आमची खाजगी कंपनी असून सदर कंपनीचे एकूण ९ डायरेक्टर आहेत. त्यांची नावे पुढीलप्रमाणे १) श्री. आनंद अग्रवाल, वय ५९ वर्षे, २) मी श्री. कमल अग्रवाल, वय ४९ वर्षे, चेअरमन व मॅनेजिंग डायरेक्टर, ३) श्री. सतिश अग्रवाल, वय ५४ वर्षे, डायरेक्टर, ४) श्री. अरूण अग्रवाल, वय ४६ वर्षे, डायरेक्टर, ५) श्री. विमल अग्रवाल, वय ३६ वर्षे, जॉईन्ट मॅनेजिंग डायरेक्टर व सी.ई.ओ., ६) श्री. गिरीश अग्रवाल, वय ३४ वर्षे, डायरेक्टर, ७) श्री. रविंद्र अग्रवाल, वय २७ वर्षे, डायरेक्टर, ८) श्री. अमित अग्रवाल, वय २७ वर्षे, सी.ई.ओ., अध्यक्ष व डायरेक्टर, ९) श्री. आकाश अग्रवाल, वय २५ वर्षे, डायरेक्टर असे आम्ही डायरेक्टर आहोत. माझ्या कंपनीत संपूर्ण भारतात व्यवसायिक वस्तू व माल हा वाहतूक करून घेवून जाणे, तसेच ग्राहकांना आवश्यक असल्यास वाहतूकीचे साधन पुरविणे, तसेच विमानासंबंधीत दळणवळण करणे इतर अशी कामे चालतात. तसेच नमूद कंपनीचे डायरेक्टर हे माझे भाऊ व त्यांची मुले असून ती आमची फॅमिली ओन कंपनी आहे. सदर कंपनीची वार्षिक उलाढाल साधारण १४० कोटी आहे.

मी दिनांक २६/१२/२०१५ रोजी सहार पोलीस ठाणे, मुंबई येथे माझ्या कंपनीमध्ये श्री. रविंद्र अग्रवाल, श्री. निलेश रामनिरंजन नेवेटीया, पराग रामनिरंजन नेवेटीया व मनोहरन मुदलियार यांचेविरुद्ध तक्रार दिली होती. तसेच माझा मुलगा अमित अग्रवाल याने मी केलेल्या तक्रारी अर्जाप्रमाणेच तक्रारी अर्ज दिनांक ०६/१२/२०१५ रोजी सहार पोलीस ठाणेस केला होता. सदरबाबत पोनि आगवणे यांनी सहार पोलीस ठाणेस बोलावले असता दोन्ही तक्रार अर्जातील मजकूर एकच असल्याने मी समक्ष हजर राहून माझा जबाब देतो की,

माझे कंपनीत १) श्री. रविंद्र अग्रवाल, वय २७ वर्षे, डायरेक्टर, २) श्री. दिपक सतिश अग्रवाल, वय ३१ वर्षे, अहमदाबाद ऑफिस येथील मॅनेजर, ३) श्री. निलेश नेवेटीया, वय ३० वर्षे, मॅनेजर, ४) श्री. पराग नेवेटीया, वय २५ वर्षे, मॅनेजर, ५) श्री. मनोहरन मुदलियार, वय ३० वर्षे, आय.टी. इंटरनेट कंट्रोल पॅनेल म्हणून कंत्राटी कामगार म्हणून दुसऱ्या कंपनीत कार्यरत आहेत. श्री. रविंद्र अग्रवाल हा माझ्या भावाचा मुलगा आहे व श्री. दिपक अग्रवाल हा माझा नातू (भावाच्या मुलाचा मुलगा) आहे. तसेच श्री. निलेश नेवेटीया व श्री. पराग नेवेटीया हे माझे सख्खे भाचे (बहीणीची मुले) आहेत. ते माझ्या कंपनीत माझेसोबत काम करत होते.

श्री. रविंद्र अग्रवाल, वय २७ वर्षे हा सन २०१३ पासून आमचे कंपनीमध्ये डायरेक्टर म्हणून काम करीत आहे. रविंद्र अग्रवाल हा सी.ए. असल्याने तो पूर्वी कंपनीचे महत्त्वाचे कागदपत्र व कंपनीचे इतर व्यवहार पाहत होता. मला दिनांक ०३/१२/२०१५ रोजी आमचे क्लार्क मे. विंडर रिन्युएबल एनर्जी प्रा.लि. या कंपनीचे श्री. संजय पदरीया

यांच्याकडून समजले की, दिनांक २७/११/२०१५ रोजी रविंद्र अग्रवाल, दिपक अग्रवाल, निलेश नेवेटीया व पराग नेवेटीया हे त्यांच्या कंपनीत समक्ष गेले होते. सदर वेळी त्यांनी आमच्या कंपनीचे ग्राहकांस असे भासविले की, आमच्या कंपनीने दुसरी मे सुप्रिम फ्राईटवे कॅरिअर हया नावाने सिस्टर कंन्सल्ट कंपनी स्थापन केली आहे. असे खोटे भासवून सदर कंपनीकडून नऊ करोड सव्वीस लाख बावीस हजार पाचशे रूपयांचे कॉन्ट्रॅक्ट मिळविले आहे. वर नमूद श्री. रविंद्र अग्रवाल व इतरांनी सदर कॉन्ट्रॅक्ट प्राप्त करण्यासाठी खोटी व बनावट कागदपत्रे तयार केली. सदर कागदपत्रे नमूद कंपनीस देवून लबाडीने कॉन्ट्रॅक्ट मिळविले आहे. सदर कागदपत्रे पाहिले असता त्यावर दिपक अग्रवाल यांच्या अहमदाबाद येथिल घराचा पत्ता — बी २३, स्कायलार्क अपार्टमेंट, शिवरंजनी क्रॉसरोड जवळ, सॅटेलाईट, अहमदाबाद —१५, तसेच कार्पोरेट हेड ऑफिस ए/१३, पहिला मजला, वीरवानी इंडस्ट्रियल इस्टेट, गोरेगाव पूर्व, मुंबई असा असून पराग नेवेटीया याचा मोबाईल नंबर आहे. तसेच कंपनीचे तयार करण्यात आलेले लेटर हेड आमच्या कंपनीच्या लेटर हेडप्रमाणेच तयार करण्यात आले आहे. त्यावर आमच्या कंपनीच्या लोगोप्रमाणेच बनावट लोगो वापरण्यात आला आहे. त्यामुळे नमूद इसमाने बनावट कागदपत्रे तयार करून आमच्या कंपनीची मार्केटमधील पत (गुडविल) वापरले आहे व त्या आधारे लबाडीने स्वतःचा अन्यायाचा फायदा करून कंपनीचे अन्यायाचे नूकसान केले आहे. सदर कंपनीची कोठेही नोंदणी झालेली नाही.

तसेच आमच्या कंपनीत नोकरीस असलेला इसम नामे श्री. मनोहरन मुदलियार यास आमच्या कंपनीचे कार्यालयीन कामकाज सुरळीत चालण्यासाठी आवश्यक असलेले संगणकीय तंत्रज्ञान व आय.टी. इंटरनेट, कंट्रोल पॅनेल तयार करण्यासाठी कॉन्ट्रॅक्ट दिले होते. सदर इसमास कंपनीमार्फत देण्यात येणारे वेतन व इतर भत्ते त्याचे अॅक्सिस बँक खाते क्र. ०६१०१०१००३३९९१९ मध्ये जमा करण्यात येत होते. परंतु श्री. रविंद्र अग्रवाल याचेशी अन्यायाचे संगनमत करून आमच्या कंपनीचे इंटरनेट कंट्रोल पॅनेल तयार करून ते रविंद्र अग्रवाल यांच्याकडे दिले आहे. तेव्हापासून रविंद्र अग्रवाल आमच्या कंपनीचे ईमेल आयडी, वेब होस्टिंग, डोमेन होस्टिंग व त्यासंबंधाने लॉगिन आयडी व पासवर्ड वापरून कंपनीचे कोटयावधी रूपयांचे नूकसान करित आहे. म्हणून मी दिनांक ०६/१२/२०१५ रोजी रविंद्र यास मी तोंडी व ईमेल पाठवून आमच्या कंपनीचे आयटी पॅनल, लॉगिन आय.टी., पासवर्ड व वेबसाईट संबंधाने सर्व कंट्रोल पॅनेल आमच्या कंपनीस परत करण्यास सांगितले. परंतु रविंद्र अग्रवाल याने कंपनीच्या मालकीची असलेली संगणकीय संपदा (इंटेलिक्चुअल प्रॉपर्टी) कंपनीस परत केली नाही. सदर मालमतेचा रविंद्र अग्रवाल याने अपहार केला असून त्यामुळे कंपनीचे अन्यायाचे नूकसान होत आहे. तसेच सदरबाबत मनोज मुदलीयार यास फोनवरून व ईमेल करून आमच्या कंपनीचे आय.टी. कंट्रोल पॅनल व त्यासंबंधाने सर्व माहिती माझ्याकडे सुपूर्द करण्यास सांगितली. परंतु तो सदरबाबत रविंद्र अग्रवाल यांच्याशी बोलून घ्यावे असे सांगत आहे.

तसेच रविंद्र अग्रवाल याने आमच्या कंपनीत काम करित असताना माहे नोव्हेंबर २०१५ मध्ये गाव — पालडी, कंकज, ता. दसरोई, जि. अहमदाबाद, राज्य — गुजरात येथिल नावे असलेले गुजरात येथिल आमचे कंपनीच्या मालकी हक्काबाबतची मुळ कागदपत्रे मला किंवा कंपनीच्या इतर कोणत्याही संचालकांना माहिती न देता चोरी करून घेवून गेला आहे. सदर मालमतेची किंमत साधारण पाच करोड रूपये इतकी आहे.

तसेच श्री. रविंद्र अग्रवाल हा कंपनीमध्ये चार्टर्ड अकाऊंटंट म्हणून कामकाज पाहत होता. सदर वेळी त्याने आमच्या कंपनीतील अकाऊंटंट श्री. नेकीराम लक्ष्मणराम चौधरी यास खोटेपणाने असे सांगितले की, त्याने माझ्याकडून परवानगी घेतली असून कंपनीशी संबंधीत कागदपत्रांची पाहणी करणे आवश्यक आहे. त्यामुळे सदर कागदपत्रे देण्यात

यावी. अशा प्रकारे त्याने कपट बुद्धीने कंपनीची खालील नमूद कागदपत्रे ताब्यात घेतली आहेत. सदर कागदपत्रांची त्याचेकडे वारंवार मागणी करूनही तो देण्यास तयार नाही.

**श्री. रविंद्र अग्रवाल यांनी चोरी केलेल्या कागदपत्रांचा तपशिल :-**

- 1) Register of Share Application and Allotment U/s 42 & 62
- 2) Register of Memer U/s 88(1)(a)
- 3) Register of Director's Shareholding U/s 170(1)
- 4) Register of Share Transfer U/s 56
- 5) Register of Loan, Guarantee, Security & acquisition made by the company U/s 186(9)
- 6) Register of Investments not held by company in its own name U/s 187 (3)
- 7) Register of Contracts in which Directors are interested U/s 189(1)
- 8) Register of Charges U/s 85
- 9) Minutes Book Register U/s 118
- 10) Register of Fixed Assets as per Companies Act 2013
- 11) Register of Renewed & Duplicate Share Certificate Section 46(3)
- 12) Company shall maintain complete Recort of Private Placement U/s 42(7)
- 13) Register of seal book
- 14) Director Attendance book
- 15) Shareholder/Proxy Attendance book
- 16) Register of Share Application & Allotment
- 17) Register of Share Transfer/Transmission
- 18) Register of Power of Attorney/proate etc.
- 19) Register of Bank Account Particulars
- 20) Register of Fixed Assets
- 21) Register of Form 24AA from Directors

अशा प्रकारे रविंद्र अग्रवाल हा त्याचे वरील साथीदारांसह आमच्या कंपनीच्याविरूद्ध काम करित असल्याने त्यास दिनांक ३१/१०/२०१५ रोजी त्यास कंपनीच्या डायरेक्टर पदावरून का हटविण्यात येवू नये, याबाबत नोटिस दिली होती. म्हणून त्याने आमच्या कंपनीवर व आमच्या इतर डायरेक्टरवर मा. कंपनी लॉ बोर्ड, दिल्ली येथे दावा दाखल केला. त्याबाबत सुनावणी सुरू आहे.

तरी रविंद्र अग्रवाल याने आमचे मित्तल इंडस्ट्रियल इस्टेट येथिल कार्यालयातून वर नमूद कागदपत्रे चोरी केली आहेत. तसेच आमच्या कंपनीची बौद्धिक मालकी असलेले संगणकीय ज्ञानसंपदा उदा. कंपनीची वेबसाईट, आय.डी., कंट्रोल पॅनल व त्यासंबंधाने सर्व माहिती स्वतःकडे ठेवली आहे. त्यास मनोज मुदलीयार मदत करित आहे. तसेच रविंद्र अग्रवाल याचे साथीदार नामे दिपक सतिश अग्रवाल, निलेश नवेटीया, पराग नवेटीया यांनी आमच्या कंपनीच्या नावासारखी मे. सुप्रिम फ्राईटवे कॅरीअर्स बनावट कंपनी स्थापन केली.

सदर कंपनी आमच्या मुळ कंपनीची सिस्टर कंन्सल्ट आहे असे भासविण्यासाठी खोटे व बनावट लेटरहेड तयार केले. त्याआधारे आमच्या कंपनीचे नियमित ग्राहक असलेल्या मे. क्लार्ईट विडर रिन्युएबल एनर्जी प्रा.लि. या कंपनीस निविदा सादर केली व त्यांच्याकडून नऊ करोड सव्वीस लाख बावीस हजार पाचशे रूपयांचे कॉन्ट्रॅक्ट

मिळविले आहे. वर नमूद श्री. रविंद्र अग्रवाल व इतरांनी सदर कॉन्ट्रॅक्ट प्राप्त करण्यासाठी खोटी व बनावट कागदपत्रे तयार केली. सदर कागदपत्रे नमूद कंपनीस देवून लबाडीने कॉन्ट्रॅक्ट मिळविले आहे. आमच्या कंपनीचे कॉन्ट्रॅक्ट परस्पर स्वतःच्या कंपनीकडे वळविले आहे. त्यामुळे आमच्या कंपनीचे अन्यायाचे नूकसान झालेले आहे. म्हणून १) श्री. रविंद्र अग्रवाल २) श्री. दिपक सतिश अग्रवाल ३) श्री. निलेश नेवेटिया ४) श्री. पराग नेवेटिया ५) श्री. मनोहरन मुदलियार यांचेवर फौजदारी कारवाई होण्यासाठी माझी तक्रार आहे.

माझी जबाब संगणकावर मराठीत टंकलिखित केलेला असून तो मला मराठीतून वाचून हिंदीत समजावून सांगितला. तो माझे म्हणणेप्रमाणे बरोबर आहे.

समक्ष

(एस.जी. आगवणे)  
पोलीस निरीक्षक  
सहार पोलीस ठाणे, मुंबई



To,

# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059

Tel +91 22 42383940 41. 42 43 Fax +91 22 42383945

Email mumbai@supremetransport.org Website www.supremetransport.org

December 26<sup>th</sup> 2015

The Senior Inspector of Police

Sahar Police Station

Andheri East, Mumbai

Sub. : To register F.I.R. against

1. Ravindra Agrawal  
# 233, Kalpataru Pinnacle,  
Opp. Inorbit Mall,  
Goregaon (West), Mumbai 400 104

2. Deepak Satish Agrawal  
B23, Skylark App.,  
Near Shivranjani Cross Road,  
Satellite, Ahmedabad 380015

3. Nilesh Nevatia  
Andheri East  
Mumbai 400059

4. Parag Nevatia  
Andheri East, Mumbai

5. Mr. Manoj Mudaliar  
Mumbai

for the offences punishable under Sections 406, 408, 418,  
420, 465, 468, 471 Indian Penal Code  
complaint copy dated December 6<sup>th</sup> 2015 attached AND

RE: Stealing of IMPORTANT documents of our Company M/S  
Supreme Transport Organisation Pvt Ltd from the office.

+ Property Papers worth Rs. 5 Crores

+ Agreement copies of all our clients

complaint copy dated December 5<sup>th</sup> 2015 attached AND

RE: Criminal acts of Net extortion, hacking, piracy and other breach  
conducted by MR. MANOJ MUDALIAR.

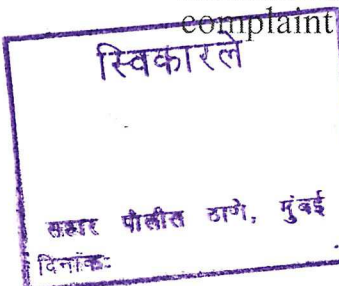
Refusal to provide access to Control panel of Corporation's email id's, web  
hosting, domain hosting and other IT in possession of Mr. Ravindra Agrawal.

complaint copy dated November 17<sup>th</sup> 2015 attached AND

RE: Stolen - Statutory and Non-Statutory Documents of the  
Company M/S Supreme Transport Organisation Pvt Ltd –

complaint copy dated November 10<sup>th</sup> 2015 attached

continued..



Handwritten signature: 'Manoj Mudaliar' and date: '09/11/2015'.





# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East, Mumbai, 400 059  
Tel +91 22 42383940 41 42 43 Fax +91 22 42383945

Sir, Email [mumbai@supremetransport.org](mailto:mumbai@supremetransport.org) Website [www.supremetransport.org](http://www.supremetransport.org)

We seek your indulgent consideration, on the subjects  
aforementioned, on behalf of **Supreme Transport Organisation Pvt Ltd:**

I, Mr. Kamal Agarwal – CHAIRMAN & Managing Director of Supreme Transport Organisation Pvt Ltd, having registered office at 5 B 34, Akshay Mittal Industrial Estate, M.V.Road, Andheri (East), Mumbai, state as under :

1. I am the Chairman and Managing Director of Supreme Transport Organisation Pvt Ltd, (hereinafter referred to as the said Company) and have been authorised by the said Company to file the present Complaint.
2. I say that the Accused persons are Ravindra Agrawal, who is a Director of the said Company along with Deepak Satish Agrawal, Nilesh Nevatia and Parag Nevatia, who are the employees of the said Company.
3. I say that the said Company is in the business of providing road transportation services. WINDAR Renewable Energy Pvt.Ltd., (hereinafter referred and marked as “WINDAR”) is one of the multinational companies having business with the said Company since year 2010. The business of WINDAR is to install energy power plants in India. In order to transport the goods belonging to WINDAR, the said Company provides its transport services for which Agreements are entered between WINDAR and the said Company and work orders / purchase orders are issued thereof.
4. The average Invoice and freight bills for the transportation of the goods raised by the said Company towards WINDAR, for the past 5 years, is on an average of Rs. 6 Crores. The said Company and WINDAR share goodwill and have a cordial and profit oriented business relation.
5. Since the said Company does business with many huge multinational clientele, the said Company had authorized accused Ravindra along with Deepak, Nilesh and Parag to handle the business with respect to WINDAR.



continued..



# SUPREME TRANSPORT ORGANISATION PVT LTD

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6. In routine course of business, on 03.12.2015 we had contacted Mr. Sanjay Padaria, who is the authorised person of WINDAR. During the conversation, Mr. Sanjay Padaria referred to a Purchase Order dated 27.11.2015 issued in favour of Supreme Freightway Carriers, a sister concern of the said Company. I was taken by surprise as the said Company never formed a sister concern. On further enquiry, Mr. Padaria informed me that on 27<sup>th</sup> November 2015 Ravindra, Deepak, Nilesh and Parag had approached him and stated about the said Company having formed a sister concern by the name Supreme Freightway Carriers which will be engaged in the same business as that of the said Company. Since Mr. Padaria had found no reason to doubt the representation made by Ravindra since he was the Director of the said Company, he issued the said new Purchase Order dated 27.11.2015 worth Rs.92,622,500/- (Nine Crores Twenty Six Lakhs Twenty Two Thousand Five hundred only).

7. The Accused having posed themselves to be a part of the said Company, have made WINDAR believe about the formation of a sister concern by the said Company and thereby with dishonest intention taken away the business of the said Company. The Accused have fraudulently set up the new Company namely Supreme Freightway Carriers in order to usurp the revenue, business, profits and most importantly the goodwill of the said Company. Huge wrongful loss qua the Purchase Order dated 27.11.2013 to the extent of Rs.92, 622, 500/- is caused to the said Company.

8. The Accused in order to take over the business contract of WINDAR used the goodwill of the said Company and falsely represented to said Company's client WINDAR that Supreme Freightway Carriers is a sister concern of the said Company. The said Company had entrusted the business profile qua client WINDAR to the Accused for transacting on behalf of the said Company, whose interest the Accused were bound to protect. However, the Accused have fraudulently and dishonestly misappropriated and converted for their own use the business operations and contract of WINDAR and hence have wrongfully gained thereof. Further, I have reasons to believe that in order to gain the contract of WINDAR, the Accused have prepared false and forged documents for formation of Supreme Freightway Carriers as a sister concern of the said Company. And, thereby used such forged documents as genuine for the purposes of taking over the business of the said Company from WINDAR.

continued..





# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

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Email mumbai@supremetransport.org Website www.supremetransport.org

9. I say that appropriate steps are being taken to remove the Accused from the said Company.

10. **In the light of the above allegations, I request you to register an F.I.R. against – Ravindra Agrawal, Deepak Satish Agrawal, Nilesh Nevatia and Parag Nevatia and thereby, take appropriate steps in accordance with law.**

\*\*\*\*\*

11. Mr. Ravindra Agrawal, Director with our company has stolen documents from our office which includes company's original property papers worth Rs. 5 Crores and more; has stolen company's confidential file containing all original agreement worth Rs. 80 crores and more.

12. We had sent a notice and request to Mr. Ravindra Agrawal requesting him to hand over such documents. He has not replied to any of our requests.

13. **In the light of the above allegations, I request you to register an F.I.R. against – Ravindra Agrawal and thereby, take appropriate steps in accordance with law.**

\*\*\*\*\*

14. Serious breach of security, corporation's confidential data, all email hacking and others are pursued by Mr. Manoj Mudaliar & Mr. Ravindra Agrawal.

15. After several reminders and requests by the corporation's Chairman & Managing Director, President, CEO and other directors, Mr. Manoj Mudaliar & Mr. Ravindra Agrawal have refused to hand over the control panel of the corporations IT management (copies of email correspondence attached).

16. As you may understand, our corporation's confidential data enabling the company to conduct transactions worth Rs. 150 CR and more is hijacked.

17. As per our meeting with Investigation Officer, Cyber Crime Cell near LT Marg police station on 17<sup>th</sup> November 2015 at 1600 hours, we had lodged such complaint with SAHAR police station on 17<sup>th</sup> November 2015.

continued..





# SUPREME TRANSPORT ORGANISATION PVT LTD

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18. In the light of the above allegations, I request you to register an F.I.R. against – Ravindra Agrawal and Manoj Mudaliar thereby, take appropriate steps in accordance with law.

\*\*\*\*\*

19. Following documents are stolen from our head office located at 5B 34 Akshay Mittal Ind Estate, MV Road, Andheri East, Mumbai 400059:

- A. Register of Share Application & Allotment U/s 42 & 62
- B. Register of Members U/s 88(1)(a)
- C. Register of Directors' Shareholding u/s 170(1).
- D. Register of Share Transfer U/s 56
- E. Register of Loan, Guarantee, Security & acquisition made by the company u/s 186 (9).
- F. Register of Investments not held by company in its own name u/s 187(3)
- G. Register of Contracts in which Directors are interested u/s 189(1).
- H. Register of Charges u/s 85.
- I. Minutes Book Register U/s 118
- J. Register of Fixed Assets as per Companies Act, 2013
- K. Register of Renewed & Duplicate Share Certificate Section 46(3)
- L. Company shall maintain complete Record of Private Placement U/s 42(7)
- M. Register of seal Book
- N. Director Attendance book.
- O. Shareholder/Proxy Attendance book.
- P. Register of Share Application & Allotment.
- Q. Register of Share Transfer/ Transmission.
- R. Register of Power of Attorney/Probate etc.
- S. Register of Bank Account Particulars.
- T. Register of Fixed Assets.
- U. Register of Form 24AA from Directors

20. We had sent a notice and request to Mr. Ravindra Agrawal, Chartered Accountant and Director of our company, who had possession of these documents for more than 2 years.

continued..





# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

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continued..

21. As per Mr. Ravindra Agrawal's, he states he is not in possession of any document.
22. In the light of the above allegations, I request you to register an F.I.R. against – Ravindra Agrawal and thereby, take appropriate steps in accordance with law

We look forward to your benign consideration.

Please feel free to get in touch with me on +91 9870811224 if you have any questions.

Thanking you.



Sincerely,  
For SUPREME TRANSPORT ORGANISATION PVT LTD  
  
Authorised Signatory  
Kamal Agarwal  
Chairman & Managing Director

\*\*\*\*\*

जा.क्र.१२०४६ / २०१५,  
वरिष्ठ पोलीस निरीक्षक  
सहार पोलीस ठाणे, मुंबई  
दिनांक:-०९/१२/२०१५

प्रति,

श्री. अमित के. अग्रवाल,  
मे. सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि.,  
५ बी ३४, अक्षय मित्तल इंडस्ट्रीअल ईस्टेट,  
एम.व्ही. रोड, अंधेरी (पुर्व), मुंबई

विषय:- आपण दिलेल्या तक्रारी अर्जाच्या अनुषंगाने चौकशीकामी सहार पोलीस  
ठाणेस उपस्थितीत राहणेबाबत.

संदर्भ:- आपले दिनांक ०६/१२/१५ रोजीचे पत्र.

उपरोक्त विषयास अनुसरून आपणांस कळविण्यात येते की, आपण दिनांक  
०६/१२/२०१५ रोजी श्री. रविंद्र अग्रवाल व इतर ३ यांच्याविरुद्ध केलेला तक्रार अर्ज या  
पोलीस ठाण्यास प्राप्त झालेला आहे.

आपणास विनंती करण्यात येते की, आपले म्हणणे जाणुन घेवुन आपला जबाब घेणे  
आवश्यक आहे. तरी पत्र प्राप्त होताच आपण दोन दिवसात पोलीस निरीक्षक आगवणे यांना  
मोबाईल क्रमांक ९८७०१६१४६५ वर संपर्क साधुन कार्यालयीन वेळेत हजर राहावे जेणे करून  
आपली गैरसोय होणार नाही.



*(Handwritten Signature)*  
(एस.जी.आगवणे)  
पोलीस निरीक्षक,  
सहार पोलीस ठाणे, मुंबई

*Recd.  
19/12  
BE*

जा.क्र. १२०४४ / २०१५,  
वरिष्ठ पोलीस निरीक्षक  
सहार पोलीस ठाणे, मुंबई  
दिनांक:- ०९/१२/२०१५

प्रति,

श्री. अमित के. अग्रवाल,  
मे. सुप्रिम एव्हीएशन इंडीया,  
५ बी ३४, मित्तल इंडस्ट्रीअल ईस्टेट,  
एम.व्ही. रोड, अंधेरी (पुर्व), मुंबई


विषय:- आपण दिलेल्या तक्रारी अर्जाच्या अनुषंगाने चौकशीकामी सहार पोलीस  
ठाणेस उपस्थितीत राहणेबाबत.

संदर्भ:- आपले दिनांक १४/१२/१५ रोजीचे पत्र.

उपरोक्त विषयास अनुसरून आपणांस कळविण्यात येते की, आपण दिनांक  
१४/१२/२०१५ रोजी श्री. जेम्स मर्फी, कॅप्टन यांच्याविरूद्ध केलेला तक्रार अर्ज या पोलीस  
ठाण्यास प्राप्त झालेला आहे.

आपणास विनंती करण्यात येते की, आपले म्हणणे जाणुन घेवुन आपला जबाब घेणे  
आवश्यक आहे. तरी पत्र प्राप्त होताच आपण दोन दिवसात पोलीस निरीक्षक आगवणे यांना  
मोबाईल क्रमांक ९८७०१६१४६५ वर संपर्क साधुन कार्यालयीन वेळेत हजर राहावे जेणे करून  
आपली गैरसोय होणार नाही.



  
(एस.जी.आगवणे)  
पोलीस निरीक्षक,  
सहार पोलीस ठाणे, मुंबई

Recd.  
10/12  
BL



# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

Regd Off 5 B 34 Akshay Mittal Industrial Estate, M V Road, Andheri East, Mumbai 400 059  
Tel +91 22 42383940 41 42 43 Fax +91 22 42383945  
Email mumbai@supremetransport.org Website www.supremetransport.org

To,

November 10<sup>th</sup> 2015

**The Senior Inspector of Police**  
Sahar Police Station  
Andheri East, Mumbai

**RE: Missing - Statutory and Non-Statutory Documents of the Company M/S  
Supreme Transport Organisation Pvt Ltd**

Sir,

We seek your indulgent consideration, on the subjects aforementioned, on behalf of **Supreme Transport Organisation Pvt Ltd:**

1. Following documents are MISSING and we consider stolen from our head office located at 5B 34 Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai 400059:
  - A. Register of Share Application & Allotment U/s 42 & 62
  - B. Register of Members U/s 88(1)(a)
  - C. Register of Directors' Shareholding u/s 170(1).
  - D. Register of Share Transfer U/s 56
  - E. Register of Loan, Guarantee, Security & acquisition made by the company u/s 186 (9).
  - F. Register of Investments not held by company in its own name u/s 187(3)
  - G. Register of Contracts in which Directors are interested u/s 189(1).
  - H. Register of Charges u/s 85.
  - I. Minutes Book Register U/s 118
  - J. Register of Fixed Assets as per Companies Act, 2013
  - K. Register of Renewed & Duplicate Share Certificate Section 46(3)
  - L. Company shall maintain complete Record of Private Placement U/s 42(7)
  - M. Register of seal Book
  - N. Director Attendance book.
  - O. Shareholder/Proxy Attendance book.
  - P. Register of Share Application & Allotment.
  - Q. Register of Share Transfer/ Transmission.
  - R. Register of Power of Attorney/Probate etc.
  - S. Register of Bank Account Particulars.

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continued..



# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

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continued..

T. Register of Fixed Assets.

U. Register of Form 24AA from Directors

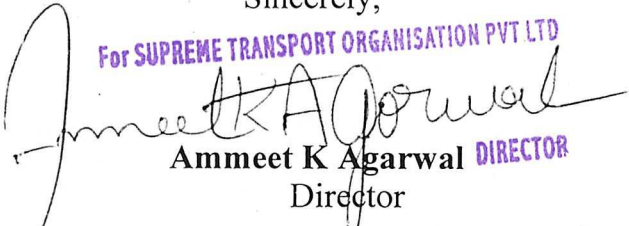
2. We had sent a notice and request to Mr. Ravindra Agrawal, Chartered Accountant and Director of our company, who we believe had possession of these documents for more than 2 years.
3. As per Mr. Ravindra Agrawal's email received today, he states he is not in possession of any document.
4. Hence we request you to please register a complaint as afore mentioned.

We look forward to your benign consideration.

Please feel free to get in touch with me on +91 9870811224 if you have any questions.

Thanking you.

Sincerely,

For SUPREME TRANSPORT ORGANISATION PVT LTD  
  
Ammeet K Agarwal DIRECTOR  
Director

\*\*\*\*\*



# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059  
Tel +91 22 42383940 41 42 43 Fax +91 22 42383945  
Email mumbai@supremetransport.org Website www.supremetransport.org

## CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

The undersigned hereby certifies that he is the Director of M/s **Supreme Transport Organisation Pvt Ltd**, having its registered office at **5B 34 Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai 400 059** referred to as a “company” and that the following is true, correct and complete copy of resolutions adopted by the Board of Directors of the Company at a meeting duly called and held on **21/12/2015** at which a quorum was present and voting, and that the resolutions are unchanged and now in full force and effect:

“RESOLVED THAT **Shri Kamal N Agarwal** is hereby authorized to co-ordinate, liaison and deal with Mumbai Police especially Sahar Police Station with regards to matters incidental to the company”.

“FURTHER RESOLVED THAT **Shri Kamal N Agarwal**’s acts and decisions will be final and binding.

At **Mumbai** dated this **21<sup>st</sup>** of **December 2015**

For SUPREME TRANSPORT ORGANISATION PVT LTD

*AK Agarwal*  
Director



For Supreme Transport Organisation Pvt Ltd

For SUPREME TRANSPORT ORGANISATION PVT LTD

*Kamal N Agarwal*  
Director

Director

FINAL REPORT FORM

Form : 5-A

(A1)

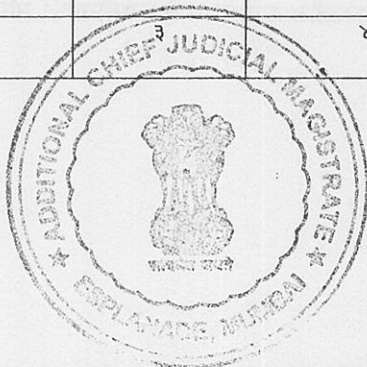
अंतिम अहवाल नमूना

(Under section 173 cr.p.c.) फौजदारी प्रक्रियेच्या कलम १७३ अन्वये



1. \*IN THE COURT OF .....  
न्यायालय : मा. अतिरिक्त मुख्य महानगर दंडाधिकारी, ४७ वे न्यायालय. एस्प्लनेड, मुंबई.
2. \*Dist ..... \* P.S. .... \*Year ..... \*F.I.R.No. .... \*Date.....  
जिल्हा : मुंबई पोलीस ठाणे : आगुशा, मुंबई वर्ष २०१४ पहिली खबर ३/१६ दिनांक : १७/०२/२०१४
3. \*Final Report/ Charge sheet No.....  
अंतिम अहवाल/आरोपपत्र क्रमांक /१६ Date -दिनांक / /२०१६
4. \*(i) Act ..... Section.....  
अधिनियम :- भा.दं.वि.सं : कलम :- ३८१, ४६५, ४६८, ४७१, ४०८, ४२०, १२०(ब)  
\*(ii) Act ..... Section.....  
अधिनियम :- कलम :-
5. Type of Final Form / Report : Charge sheeted / Not Charge sheeted or want for evidence / FR Undetected / FR offence abated / FR Unocurred :- .....  
अंतिम अहवालाचा प्रकार - आरोपपत्र दाखल केले/पुराव्याअभावी आरोपपत्र दाखल केले नाही/तपास लागला नाही/शोध लागला नाही/संपविला/घडलाच नाही : घडलाच नाही
6. \* If F.I. Unocurred : False/Mistake of Fact / Mistake of Law /Non -cognizable/Civil nature जर अंतिम अहवालाचा प्रकार घडलाच नाही : खोटी/ वस्तुस्थितीची चूक कायद्याची चूक/ दखलपात्र/दिवाणी स्वरूप : खोटी
7. \*if charge sheeted ;जर आरोपपत्र ठेवले .....  
Original/Supplementary : मुळ/पुरवणी :
8. \* Name of I.O..... Rank .....No. ....  
तपासी अधिकाऱ्याचे नाव : प्रविण सावंत, सहायक पोलीस निरीक्षक, क्रमांक : .....
9. (a) Name of complainant/Informant.....  
तक्रारदाराचे/खबर देणाऱ्याचे नाव - श्री. कमल नागरमल अग्रवाल  
(b)Fathers/HusbandsName .....  
वडिलांचे/ पतीचे नाव : श्री. नागरमल अग्रवाल
10. Details of properties/Articles/Documents recovered/seized during investigation and relied upon ( separate list can be attached, if necessary )  
तपासणीच्या वेळी परत मिळविलेल्या/जप्त केलेल्या आणि अवलंबन राहिलेल्या मालमत्तेचा /वस्तूंचा तपशील (आवश्यक असेल तर स्वतंत्र यादी सोबत जोडण्यात यावी)

Sr. No.	Property Description	Estimated Value	P.S.Property Reg.No.	From whom/where Recovered or seized	Disposal
अ.क्र.	मालमत्तेचे वर्णन	अंदाजित मूल्य (रुपयात)	पोलिस ठाणे मालमत्ता नोंदवही क्रमांक	कोणाकडून/कोठून परत मिळवली/किंवा जप्त केली	विल्हेवाट
१	२	३	४	५	६



## 11. Particular of accused Person charge - sheeted (Use separate sheet for each accused )

आरोपपत्र ठेवलेल्या आरोपीचा तपशील(प्रत्येक आरोपीसाठी वेगळा कागद वापरावा )

(i) Name..... Whether verified.....

नाव :-

पडताळले किंवा कसे :

(ii) Fathers /Husbands Name.....

पित्याचे/पतीचे नाव

(iii) Date/ Year of Birth जन्मतारीख/वर्ष

(iv) Sex..... (v) Nationality .....

लिंग :

राष्ट्रीयत्व :

(vi) \*Passport No. .... \*Date of issue ..... \*Place of issue ...

पारपत्र क्रमांक

दिल्याचा दिनांक

दिल्याचे ठिकाण

(vii) \*Religion ..... (viii)\*Whether SC/ST.....

धर्म : ख्रिश्चन

अनुसूचित जाती/जमातीचा आहे काय?

(ix) Occupation..... व्यवसाय :-

(x) Address पत्ता :

Whether Verified..... (पडताळला किंवा कसे?) -

(xi) Provisional Criminal No. .... (तात्पुरता गुन्हेगार क्रमांक) ——

(xii) Regular Crime No. (if known).....नियमित गुन्हेगार क्रमांक(माहित असल्यास)

(xiii) Date of Arrest अटकेची तारीख :

(xiv) Date of release on bail जामीनावर सोडल्याची तारीख :

(xv) Date on Which forwarded to court : पुढे पाठविल्याची तारीख :

(xvi) Under Act &amp; Section कोणत्या अधिनियम व कलमाखाली :.....

(xvii) Name( s) of bailers /sureties and Address (es) :- .....

(xviii) Previous conviction with case references :——

(xix) Status of the accused ..... आरोपीची स्थिती :

(xx) Forwarded / Bailed by police/in police custody/Bailed by court/in judicial custody / Absconding / Proclaimed Offender .....

पुढे पाठविले/पोलिसांनी जामीनावर सोडले/पोलिस कोठडीत/न्यायालयाने जामीनावर सोडले/न्यायालयीन कोठडीत/फरारी/इतर आरोपी :



11.(i) Particular of accused Person not charge - sheeted ( Suspected ) .....

आरोपपत्र न ठेवलेल्या आरोपीचा तपशील (संशयीत) :

( ii ) Name .....Whether verified .....

नाव रविंद्र आनंद अग्रवाल पडताळले किंवा कसे : होय

( iii ) Father's/ Husband's Name:- .....

पित्याचे/पतीचे नाव : आनंद अग्रवाल

( iv ) Date/Year of Birth .....

जन्मतारीख/ वर्ष :- २९ वर्षे

( v ) Sex : .....

लिंग : —

( v ) Nationality.....

राष्ट्रीयत्व — भारतीय

( vi ) Passport No. .... Date of issue ..... Place of issue .....

पारपत्र क्र. — दिल्याची तारीख : — दिल्याचे ठिकाण : —

( vii ) Religion : .....

धर्म : —

( viii ) Whether SC/ST : .....

अनुसूचित जाती/जमातीचा आहे का ?

( viii ) Occupation .....

व्यवसाय :

( ix ) Address पत्ता २३३, कल्पतरू पिन्नाकल, २३३, ओरबीट मॉल समोर, गोरेगाव पश्चिम, मुंबई

४०० १०४ Mobile: 9867279394

Whether verified : पडताळला किंवा कसे? .....होय.....

( x ) Provisional criminal No. (तात्पुरता गुन्हेगार क्र.) .....

( xi ) Regular criminal No. ( if known ) नियमित गुन्हेगार क्र.(माहित असल्यास) .....

( xii ) Suspicion Approved; संशय खरा ठरला का?: Yes/No (होय/नाही).....

( xiii ) Status of the accused (Suspect) (आरोपीची स्थिती) (संशयीत):.....

Bailed by police/ Bailed by court/ In judicial custody/ Absconding/ Proclaimed  
Offender/ Not Arrested :

पोलिसांनी जामीनावर सोडले/न्यायालयाने जामीनावर सोडले/न्यायालयीन कोठडीत/फरारी/उद्घोषित अपराधी/अटक केली नाही:

( xiv ) Under Acts and Sections.....

कोणत्या अधिनियमाखाली व कलमाखाली :

( xv ) Any special remarks including reasons for not chrgesheeting: .....

आरोपपत्र न ठेवण्याच्या कारणांसह विशेष अभिप्राय : पुरावा आढळून आला नाही.



11.(i) Particular of accused Person not charge - sheeted ( Suspected ) .....

आरोपपत्र न ठेवलेल्या आरोपीचा तपशील (संशयीत) :

( ii ) Name .....Whether verified .....

नाव दीपक सतीश अग्रवाल पडताळले किंवा कसे : होय

( iii ) Father's / Husband's Name:- .....

पित्याचे/पतीचे नाव : सतीश अग्रवाल

( iv ) Date/Year of Birth .....

जन्मतारीख/ वर्ष :- ३२ वर्षे

( v ) Sex : .....

लिंग : —

( v ) Nationality.....

राष्ट्रीयत्व — भारतीय

( vi ) Passport No. .... Date of issue ..... Place of issue .....

पारपत्र क्र. —

दिल्याची तारीख : —

दिल्याचे ठिकाण : —

( vii ) Religion : ..... ( viii ) Whether SC/ST : .....

धर्म : —

अनुसूचित जाती/जमातीचा आहे का ?

( viii ) Occupation .....

व्यवसाय :

( ix ) Address पत्ता बी/२३, स्कायलार्क अपार्टमेंट, शिवरंजनी क्रॉस रोड जवळ, अहमदाबाद,

Whether verified : पडताळला किंवा कसे? .....

( x ) Provisional criminal No. (तात्पुरता गुन्हेगार क्र.) .....

( xi ) Regular criminal No. ( if known ) नियमित गुन्हेगार क्र.(माहित असल्यास) .....

( xii ) Suspicion Approved; संशय खरा ठरला का?: Yes/No (होय/नाही).....

( xiii ) Status of the accused (Suspect) (आरोपीची स्थिती) (संशयीत):.....

Bailed by police/ Bailed by court/ In judicial custody / Absconding/ Proclaimed  
Offender / Not Arrested :

पोलिसांनी जामीनावर सोडले/न्यायालयाने जामीनावर सोडले/न्यायालयीन कोठडीत/फरारी/उद्घोषित अपराधी/अटक केली नाही:

( xiv ) Under Acts and Sections.....

कोणत्या अधिनियमाखाली व कलमाखाली :

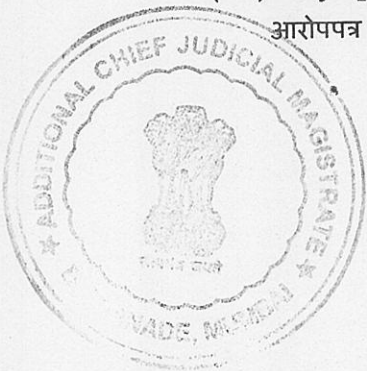
( xv ) Any special remarks including reasons for not chrgesheeting: .....

आरोपपत्र न ठेवण्याच्या कारणांसह विशेष अभिप्राय : पुरावा आढळून आला नाही.



A-5

- 11.(i) Particular of accused Person not charge - sheeted ( Suspected ) .....  
 आरोपपत्र न ठेवलेल्या आरोपीचा तपशील (संशयीत) :
- ( ii ) Name .....Whether verified .....  
 नाव निलेश रामनिरंजन निवेतीया पडताळले किंवा कसे : होय
- ( iii ) Father's / Husband's Name:- .....  
 पित्याचे/पतीचे नाव : रामनिरंजन निवेतीया
- ( iv ) Date/Year of Birth .....  
 जन्मतारीख/ वर्ष :- २९ वर्षे
- ( v ) Sex : ..... ( v ) Nationality.....  
 लिंग : — राष्ट्रीयत्व — भारतीय
- ( vi ) Passport No. .... Date of issue ..... Place of issue .....  
 पारपत्र क्र. — दिल्याची तारीख : — दिल्याचे ठिकाण : —
- ( vii ) Religion : ..... ( viii ) Whether SC/ST : .....  
 धर्म : — अनुसूचित जाती/जमातीचा आहे का ?
- ( viii ) Occupation .....  
 व्यवसाय :
- ( ix ) Address पत्ता B/202, जीवन विजय बिल्डिंग, चकाला, अंधेरी पूर्व, मुंबई 400059  
 Whether verified : पडताळला किंवा कसे? .....
- ( x ) Provisional criminal No. (तात्पुरता गुन्हेगार क्र.) .....  
 ( xi ) Regular criminal No. ( if known ) नियमित गुन्हेगार क्र.(माहित असल्यास) .....
- ( xii ) Suspicion Approved; संशय खरा ठरला का?: Yes/No (होय/नाही).....
- ( xiii ) Status of the accused (Suspect) (आरोपीची स्थिती) (संशयीत):.....  
 Bailed by police/ Bailed by court/ In judicial custody/ Absconding/ Proclaimed  
 Offender/ Not Arrested :  
 पोलिसांनी जामीनावर सोडले/न्यायालयाने जामीनावर सोडले/न्यायालयीन कोठडीत/फरारी/उद्घोषित अपराधी/अटक केली  
 नाही:
- ( xiv ) Under Acts and Sections.....  
 कोणत्या अधिनियमाखाली व कलमाखाली :
- ( xv ) Any special remarks including reasons for not chrgesheeting: .....  
 आरोपपत्र न ठेवण्याच्या कारणांसह विशेष अभिप्राय : पुरावा आढळून आला नाही.



11.(i) Particular of accused Person not charge - sheeted ( Suspected ) .....

आरोपपत्र न ठेवलेल्या आरोपीचा तपशील (संशयीत) :

( ii ) Name .....Whether verified .....

नाव पराग रामनिरंजन अग्रवाल पडताळले किंवा कसे : होय

( iii ) Father's / Husband's Name:- .....

पित्याचे/पतीचे नाव : रामनिरंजन अग्रवाल

( iv ) Date/Year of Birth .....

जन्मतारीख/ वर्ष :- ३१ वर्षे

( v ) Sex : .....

लिंग : —

( v ) Nationality.....

राष्ट्रीयत्व — भारतीय

( vi ) Passport No. .... Date of issue ..... Place of issue .....

पारपत्र क्र. — दिल्याची तारीख : — दिल्याचे ठिकाण : —

( vii ) Religion : ..... ( viii ) Whether SC/ST : .....

धर्म : —

अनुसूचित जाती/जमातीचा आहे का ?

( viii ) Occupation .....

व्यवसाय :

( ix ) Address पत्ता B/202, जीवन विजय बिल्डिंग, चकाला, अंधेरी पूर्व, मुंबई 400059

Whether verified : पडताळला किंवा कसे? .....होय.....

( x ) Provisional criminal No. (तात्पुरता गुन्हेगार क्र.) .....

( xi ) Regular criminal No. ( if known ) नियमित गुन्हेगार क्र.(माहित असल्यास) .....

( xii ) Suspicion Approved; संशय खरा ठरला का?: Yes/No (होय/नाही) .....

( xiii ) Status of the accused (Suspect) (आरोपीची स्थिती) (संशयीत):.....

Bailed by police/ Bailed by court/ In judicial custody / Absconding / Proclaimed  
Offender / Not Arrested :

पोलिसांनी जामीनावर सोडले/न्यायालयाने जामीनावर सोडले/न्यायालयीन कोठडीत/फरारी/उद्घोषित अपराधी/अटक केली  
नाही:

( xiv ) Under Acts and Sections.....

कोणत्या अधिनियमाखाली व कलमाखाली :

( xv ) Any special remarks including reasons for not chrgesheeting: .....

आरोपपत्र न ठेवण्याच्या कारणांसह विशेष अभिप्राय : पुरावा आढळून आला नाही.



A/B

11.(i) Particular of accused Person not charge - sheeted ( Suspected ) .....

आरोपपत्र न ठेवलेल्या आरोपीचा तपशील (संशयीत) :

( ii ) Name .....Whether verified .....

नाव मनोज मुद्दलियार पडताळले किंवा कसे : होय

( iii ) Father's / Husband's Name:- .....

पित्याचे/पतीचे नाव :

( iv ) Date/Year of Birth .....

जन्मतारीख/ वर्ष :- वर्ष

( v ) Sex : .....

लिंग : —

( v ) Nationality.....

राष्ट्रीयत्व — भारतीय

( vi ) Passport No. .... Date of issue ..... Place of issue .....

पारपत्र क्र. — दिल्याची तारीख : — दिल्याचे ठिकाण : —

( vii ) Religion : ..... ( viii ) Whether SC/ST : .....

धर्म : —

अनुसूचित जाती/जमातीचा आहे का ?

( viii ) Occupation .....

व्यवसाय :

( ix ) Address पत्ता

Whether verified : पडताळला किंवा कसे? .....होय.....

( x ) Provisional criminal No. (तात्पुरता गुन्हेगार क्र.) .....

( xi ) Regular criminal No. ( if known ) नियमित गुन्हेगार क्र.(माहित असल्यास) .....

( xii ) Suspicion Approved; संशय खरा ठरला का?: Yes/No (होय/नाही).....

( xiii ) Status of the accused (Suspect) (आरोपीची स्थिती) (संशयीत):.....

Bailed by police/ Bailed by court/ In judicial custody / Absconding / Proclaimed  
Offender / Not Arrested :

पोलिसांनी जामीनावर सोडले/न्यायालयाने जामीनावर सोडले/न्यायालयीन कोठडीत/फरारी/उद्घोषित अपराधी/अटक केली नाही:

( xiv ) Under Acts and Sections.....

कोणत्या अधिनियमाखाली व कलमाखाली :

( xv ) Any special remarks including reasons for not chrgesheeting: .....

आरोपपत्र न ठेवण्याच्या कारणांसह विशेष अभिप्राय : पुरावा आढळून आला नाही.



## 16. \* Brief Facts of the Case ( Add separate sheet, if necessary):

प्रकरणाची थोडक्यात माहिती (आवश्यक असल्यास वेगळा कागद जोडावा) :-

सदर गुन्ह्याची थोडक्यात हकीकत अशी की, यातील फिर्यादी श्री. कमल नागरमल अग्रवाल यांचे तक्रारीवरून सदरचा एमईसीआर गुन्हा दिनांक २१/०२/२०१६ रोजी सहार पोलीस ठाणे मुंबई येथे एमईसीआर गुन्हा नोंद क्र. २/१६ अन्वये दाखल करण्यात आलेला असून सदर गुन्ह्याचा तपास महाराष्ट्र शासन यांचेकडील आदेश क्र. एमएसआय २०१३/प्र.क्र. १०२/पोल ११, गृह विभाग, मंत्रालय दिनांक ०५/०५/२०१६ अन्वये पुढील तपासकामी आर्थिक गुन्हे शाखेकडे हस्तांतरित करण्यात आलेला असून तो आर्थिक गुन्हे शाखा, मुंबई एमईसीआर गुन्हा नोंद क्र. ३/१६ अन्वये तपासकामी घेण्यात आलेला आहे.

यातील फिर्यादी श्री. कमल नागरमल अग्रवाल हे मे. सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा लि या कंपनीचे संचालक असून त्या कंपनीचे त्यांचे व्यक्तिरिक्त त्यांचे इतर ९ नातेवाईक संचालक आहेत.

यातील आरोपित रवींद्र अग्रवाल हे फिर्यादी यांचे कंपनीत संचालक असून आरोपी सतीश अग्रवाल, नीलेश रामनिरंजन अग्रवाल, पराग रामनिरंजन अग्रवाल हे मॅनेजर म्हणून कार्यरत होते. आरोपी मनमोहन उर्फ मनोज जी मुदलीयार यांना फिर्यादी यांचे कंपनीने कंपनीचे आयटी पॅनल तयार सांभाळण्याचे कंत्राट दिलेले होते.

फिर्यादी यांची कंपनी संपूर्ण भारतात व्यावसायिक वस्तु व माल घेवून जाणे तसेच, ग्राहकांना आवश्यक असल्यास वाहतुकीची साधने पुरविणे अशी कामे करते.

**फिर्यादी यांचे तक्रारीनुसार यातील आरोपितांचे विरुद्ध खालील प्रमाणे आरोप केलेले आहेत.**

1) आरोपित यांनी सुप्रीम फ्राईटवे कॅरियर या नावाची नवीन कंपनी तयार करून त्याचा लोगो व ट्रान्सपोर्ट लॉरी रिसिट ही फिर्यादी यांचे कंपनीच्या लोगो व ट्रान्सपोर्ट लॉरी रिसिटची हुबेहूब दिसणारी नककल तयार केली. सदर कंपनी ही फिर्यादी यांच्या कंपनीची सिस्टर कंपनी असल्याचे सांगून फिर्यादी यांची क्लाइंट कंपनी असलेल्या विंडर रिन्युएबल एनर्जी या कंपनीचे रु. ९,२६,२२,५००/- इतक्या रक्कमेचे कॉन्ट्रॅक्ट फिर्यादी यांचे कंपनीचे गुडविल वापरून मिळविले आहे.

2) यातील आरोपित मनोज मुदलीयार याला कंपनीने संगणकीय तंत्रज्ञान व आय टी कंट्रोल पॅनल तयार करण्यासाठी दिले असता ते तयार करून यातील आरोपी रवींद्र अग्रवाल यास दिले. रवींद्र अग्रवाल याने कंपनीचे आयटी कंट्रोल पॅनल, ईमेल आयडी, वेब होस्टिंग, डोमेन होस्टिंग व त्यासंबंधीचे लॉगिन आयडी वापरून कंपनीचे कोट्यावधींचे नुकसान केलेले आहे व कंपनीची इंटेलेक्चुयल प्रॉपर्टी परत केलेली नाही.

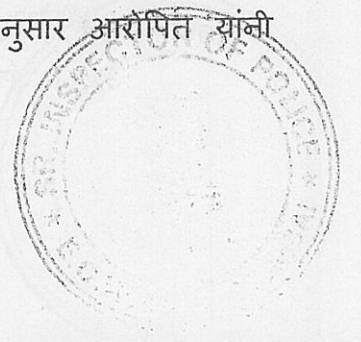
3) फिर्यादी यांचे तक्रारीनुसार यातील आरोपीतांनी फिर्यादी यांचे कंपनीचे मालकीच्या अहमदाबाद येथील मालमत्तेच्या कागदपत्रांची चोरी केलेली आहे .

**फिर्यादी यांनी तपासादरम्यान खालील प्रमाणे आरोप केलेले आहेत.**

- 1) यातील फिर्यादी यांची क्लार्ईट कंपनी असलेल्या एशिया शिपिंग इंटरनॅशनल ट्रान्सपोर्ट लिमि. या कंपनीच्या मालाची वाहतूक माहे फेब्रुवारी २०१६ मध्ये फिर्यादी यांच्या मालकीच्या वाहनातून करण्यात आलेली असताना आरोपी यांनी त्यांचे कंपनीचे बिल पाठवून परस्पर भाडे मिळविण्याचा प्रयत्न केला आहे.
- 2) यातील आरोपित रविंद्र अग्रवाल याने फिर्यादी यांचे कंपनीस क्लार्ईट कंपन्यांकडून देय असलेली रक्कम परस्पर कंपनीचे बँक ऑफ बडोदा, मालेगाव शाखा येथील खाते क्रमांक ०४७२०२०२००००५६१ या खात्यावर प्राप्त करून ती रक्कम परस्पर स्वतःचे सहीने ती रक्कम काढून वैयक्तिक फायद्यासाठी वापरून कंपनीची फसवणूक केलेली आहे.
- 3) रवी अग्रवाल याने कंपनीला चेन्नई येथे आलेल्या पुरात झालेल्या नुकसान संबंधाने यूनाइटेड इंडिया इंशुरन्स या कंपनीकडून इंशुरन्स ची रु. १,२९,६०,३११/- इतकी रक्कम सुध्दा कंपनीच्या बँक ऑफ बरोडा खाते क्र. ०४७२०२०२००००५६१ खात्यावर आरटीजीएस द्वारे प्राप्त केले आहेत. वास्तविक त्या खात्यावर इंशुरन्स कंपनीकडून क्लेम चे पैसे येणे अपेक्षित नव्हते.

**दाखल गुन्ह्याचा तपास खालील प्रमाणे करण्यात आलेला आहे.**

- 1) नोंद गुन्ह्याच्या सहार पोलिस ठाणे येथे झाले तपासादरम्यान फिर्यादी यांचेकडून कंपनीच्या नोंदणीची कागदपत्रे, कंपनी साठी सर्व्हर खरेदी केल्याचे टॅक्स इनवॉइस, फिर्यादीचे कंपनीचे लॉरी रिसिटची रंगीत छायांकित प्रत, आरोपीचे कंपनीचे लॉरी रिसिट ची रंगीत छायांकित प्रत, विंडर कंपनीने आरोपी यांचे सुप्रीम फ्राइटवे कॅरियर या कंपनीला दिलेल्या पर्चेस ऑर्डर ची प्रत, विंडर कंपनीचे संजय पडारिया यांनी पाठविलेल्या ईमेल ची प्रत, फिर्यादी कंपनीने आरोपी नीलेश अग्रवाल व पराग अग्रवाल यांना पगार दिल्याच्या बँक अकाऊंट स्टेटमेंट चे प्रत, फिर्यादी कंपनीने आरोपी मनोज मुदलीयार यांना दिलेल्या रक्कमेबाबत बँक अकाऊंट स्टेटमेंट चे प्रत, फिर्यादी यांचे कंपनीने बंबार्डियर, विंडर, आयनॉक्स इंडिया लिमि., गरवारे पोलिस्टर लिमि. इत्यादी कंपन्यांशी केलेल्या केलेल्या व्यवहारासंबंधाने पर्चेस ऑर्डर च्या प्रती अशी कागदपत्रे तपासकामी दाखल केलेली आहेत.
- 2) फिर्यादी यांनी तपासादरम्यान साक्षीदार संजय पडारिया यांचेशी फिर्यादी यांच्या मुलाने दूरध्वनिद्वारे केलेले संभाषण पेन ड्राईव वर दिलेले आहे.
- 3) फिर्यादी यांचे कंपनीने मे. एशिया शिपिंग इंटरनॅशनल या कंपनीशी केलेल्या व्यवहारासंबंधीची कागदपत्रे व त्या व्यवहारासाठी आरोपी यांनी त्यांचे मे. सुप्रीम फ्राइटवे कॅरियर या कंपनीचे नावाचे दिलेले बिल व त्या संबंधीचा ईमेल द्वारे झालेल्या संवादाचे कागदपत्रे तपासकामी प्राप्त केलेली आहेत.
- 4) तपासादरम्यान मे. एशिया शिपिंग इंटरनॅशनल ट्रान्सपोर्ट लिमि. या कंपनीचे श्री. सुहास मारुती पारशेट्ये यांचा जबाब नोंदविला असून त्यानुसार व त्यांनी सादर केलेल्या कागदपत्रानुसार त्यांनी आरोपित निलेश निवेतीया यांचेशी माल वाहतुकीबाबत त्यांचे नवीन ईमेल आयडी वर संपर्क साधून माल वाहतुकीसाठी गाड्यांची मागणी केलेली असून आरोपित यांचे कडून त्यांना गाड्यांचे क्रमांक कळविण्यात आलेले आहेत. त्यानुसार आरोपित यांनी त्यांना बिल पाठविले आहे.



5) विंडर रिन्यूएबल एनर्जीचे संजय पाडरिया यांचा जबाब नोंदविलेला असून त्यानुसार त्यांचे कंपनीने सर्वात कमी कोटेशन दिलेल्या सूप्रीम फ्राईटवे कॅरियर या कंपनीस पर्वेस ऑर्डर दिल्याचे सांगत आहे. तसेच त्यांनी अमित याला त्याचे Ammeet@supremeaviation.com या ईमेल आयाडी वर त्याचे sanjay\_padaria@yahoo.co.in या ईमेल आयाडी वरून दिनांक ०३/१२/२०१५ रोजी पाठविलेल्या ईमेल मध्ये फक्त "Dear Ammeet, refer atached PO issued on new name" असे लिहून पर्वेस ऑर्डर attach करून पाठविली असल्याचे सांगत आहेत. तसेच, फिर्यादी यांनी फिर्याद सोबत जोडलेला ईमेल प्रमाणे मेल त्यांनी पाठवला नसल्याचे सांगत आहेत.

6) फिर्यादी यांना साक्षीदार संजय पाडरिया यांच्या माहे डिसेंबर 2015 या कालावधीतील ईमेल बॉक्स मध्ये पाठविलेल्या ईमेल ची माहिती याहू कंपनिकडून प्राप्त केलेली असून त्यानुसार साक्षीदार यांचे जबाबानुसार ईमेल पाठविल्याचे दिसत असून फिर्यादी यांनी जोडलेल्या ईमेल हा त्यांचा मुलगा अमित अग्रवाल याने त्याला प्राप्त ईमेल मध्ये बदल करून पाठविल्याचे दिसून येत आहे.

7) फिर्यादी यांच्या कंपनीच्या ज्या क्लार्ईट कंपन्यांकडून आरोपित रवींद्र अग्रवाल यांनी परस्पर रक्कम प्राप्त करून वैयक्तिक वापर केल्याचे म्हटले आहे त्यापैकी खालील संबंधीत साक्षीदारांचे जबाब नोंदविले आहेत.

अ) Narpal Lakhpatt Singh, age 30 yrs, R/at Room No. 220, E wing, National Garden, Opp National Park, Takka, Panvel, Cell No. 9004353973

आ) Aniket Rameshbhai Abhonkar, age 42 yrs, R/at 10 Shree Prabha Society, Warasiya Road, Baroda, Gujrat 390022

इ) Mr. V Balaji, age 45 yrs. R/at. 01, D/10 Road, Punbh Puhar Nagar, Anbatur, Chennai 600 053.

ई) Mohd Abdul Nadeem Age 39 yrs, R/at 302, Gani Residency, No. 23/2, Benson Road, Benson Town, Bangalore -500 046

उ) Babu Thomas, age 56 yrs, R/at D/15, Chintamani Hsg Soc., Sambhaji Nagar, Chinchwad, Pune, 411 019., Cell No. 09823482592

उपरोक्त साक्षीदारांच्या जबाबावरून असे दिसून येते की, फिर्यादी यांना देय असलेली रक्कम ही संबंधीत कंपन्यांनी फिर्यादी यांना देय असलेली रक्कम त्यांचेत असलेल्या विवाद अथवा फिर्यादी यांनी मागणी न केल्याने दिलेली नव्हती.

**गुन्ह्याचे तपासादरम्यान गुन्ह्यातील आरोपित यांच्याकडे तपास करण्यात आलेला असून त्यांचे जबाब खालीलप्रमाणे नोंदविण्यात आलेले आहेत.**

१) Mr. Ravindra Anandkumar Agrawal Age 29 Yrs, R/at 233, Kalpataru Pinnacle, Opposite In-Orbit Mall, Goregaon West, Mumbai - 400104 Mobile: 9867279394 यांचे नोंद जबाबानुसार ते यातील फिर्यादी यांचे पुतणे असून फिर्यादी यांच्या कंपनी मध्ये संचालक व 12% भागधारक आहेत. फिर्यादी यांना सदर कंपनी मध्ये एविएशन बिझिनेस सुरू करायचा असल्याने फिर्यादी व इतर संचालक यांचेत दुमत होवून वाद झालेला असून संचालकांमध्ये 2 गट पडलेले आहेत. त्यानुसार फिर्यादी यांचे गटाकडे 52% शेअर

असल्याने त्यांनी आरोपित रविंद्र अग्रवाल यांना संचालक पदावरून काढून टाकण्याची नोटिस दिलेली असून त्या संबंधाने कंपनी लॉ बोर्ड कडे पिटिशन क्र. 88(MB)/2015 अन्वये आरोपित यांनी पिटिशन दाखल केलेले असून त्याची सुनावणी प्रलंबीत आहे. आरोपित यांचे जबाबानुसार त्यांनी कोणत्याही वैयक्तिक खात्यावर कोणत्याही क्लार्ईट कंपनीकडून कोणतीही रक्कम कंपनीचे वापरात नसलेल्या खात्यावर प्राप्त करून त्याचा वैयक्तिक वापर केलेला नसून इंसुरन्स कंपनी कडून प्राप्त रक्कम ही फिर्यादी कंपनीच्या गोडावून मध्ये असल्यामुळे ज्या क्लार्ईट कंपन्यांचा पुरामुळे माल खराब झालेला होता त्यांचे मालाची इंसुरन्स रक्कम असल्याने ती रक्कम संबंधीत कंपन्यांना दिलेली आहे. तसेच, यातील फिर्यादी कंपनीचा संचालक या नात्याने फिर्यादी यांचे कंपनीचे ईमेल आयडी, वेब होस्टिंग, डोमेन होस्टिंग व त्यासंबंधीचे लॉगिन आयडी, इत्यादी त्यांचे ताब्यात असून त्याचा कोणताही गैरवापर करून कंपनीची फसवणूक केलेली नाही. त्याच प्रमाणे कंपनीची statutory records ही आरोपी रविंद्र अग्रवाल यांचे ताब्यात नसून त्यांना तशी नोटिस प्राप्त झालेनंतर व फिर्यादी यांनी सदरची तक्रार दाखल केल्यानंतर फिर्यादी यांनी त्यांची डिजिटल सही वापरून दिनांक २७/११/२०१७ रोजी पूर्तता अहवाल दाखल केलेला आहे.

२) आरोपित निलेश निवेतीया यांचा जबाब नोंदविला असून त्यांचे जबाबानुसार तो व त्याचा भाऊ पराग निवेतीया हे फिर्यादी यांचे मे. सूप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा लिमि. या मामा किशन लाल अग्रवाल यांच्या घरगुती कंपनीत ब्रांच मॅनेजर म्हणून कार्यरत होते. सन २०१५ मध्ये कंपनीच्या संचालक यामध्ये घरगुती कारणांवरून वाद सुरू झालेनंतर संचालक रवी अग्रवाल याला कंपनीचे संचालक पदावरून काढून टाकण्यात येत असल्याचे फिर्यादी यांनी त्यांना सांगितले असून त्यानंतर दिनांक ०९/११/२०१५ रोजी त्यांना व त्यांचे भाऊ पराग यांना नोकरीवरून काढून टाकलेले असून त्यानंतर ते मे. सूप्रीम फ्राइटवे कॅरियर या आरोपित दीपक अग्रवाल यांच्या फर्ममध्ये नोकरी करत आहेत. मे. सूप्रीम फ्राइटवे कॅरियर मध्ये नोकरी सुरू केल्यानंतर आरोपित यांनी मे. विंडर रिन्युएबल एनर्जी या कंपनीने काढलेले टेंडर प्रमाणे निविदा भरलेल्या होत्या. संबंधीत कंपनीला प्राप्त असलेल्या निविदेमध्ये मे. सूप्रीम फ्राइटवे कॅरियरचे दर सर्वात कमी असल्याने ते टेंडर त्यांचे कंपनीला मिळालेले असून ते टेंडर मिळविण्यासाठी मे. सूप्रीम फ्राइटवे कॅरियर ही कंपनी फिर्यादी यांचे कंपनीची सिस्टर कंसर्न असल्याची खोटी माहिती देण्यात आलेली नव्हती. तसेच, त्यानंतर मे. एशिया शिपिंग एंटरनॅशनल ट्रान्सपोर्ट लिमि. या कंपनीच्या सुहास पारशेट्ये यांनी दिलेल्या ऑर्डर नुसार आवश्यक असलेल्या गाड्या मे. सूप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा लिमि. चे श्री. किशन वर्मा यांचेशी संपर्क साधून भाडेतत्वावर रु. ३५,०००/- प्रती गाडी या दराने प्राप्त केलेल्या होत्या. त्यानुसार आरोपित यांने त्या गाड्यांचे क्रमांक कळवून त्या साठी मे. सूप्रीम फ्राइटवे कॅरियर कंपनीचे नावे बिल पाठविले होते. मे. एशिया शिपिंग एंटरनॅशनल ट्रान्सपोर्ट लिमि. यांचेकडून मालवाहतुकीची ऑर्डर ही मे. सूप्रीम फ्राइटवे कॅरियर यांना मिळालेली असल्याने त्याबाबतचे बिल संबंधीत कंपनीला पाठविले होते.

3) आरोपी पराग निवेतीया याचा जबाब नोंदविला असून त्याचे जबाबानुसार यातील फिर्यादी यांनी त्यांचे मुलाने त्याला संजय पाडारिया यांचेकडून प्राप्त ईमेल मध्ये बनावटिकरण करून त्या आधार प्रस्तुत गुन्हा दाखल केलेला असल्याने त्यांनी मा. न्यायालयात दाखल केलेल्या तक्रारीवरून सहाय पोलीस ठाणे एमईसीआर गुन्हा नोंद क्र. ५/१६ अन्वये यातील फिर्यादी व त्यांचा मुलगा अमित अग्रवाल यांचेविरुद्ध गुन्हा दाखल असून तपासाधीन आहे.

4) आरोपी दिपक सतीश अग्रवाल याचा जबाब नोंदविला असून त्याचे जबाबानुसार ते त्यांचे वडील श्री. सतीश किशनलाल अग्रवाल हे संचालक असलेल्या फिर्यादी यांचे कंपनीत नोकरी करीत होते. मात्र, फिर्यादी कंपनीच्या संचालकांमध्ये घरगुती वाद सुरु झाल्यामुळे त्यांनी सदर नोकरी सोडून स्वतःची मे. सूप्रीम फ्राइटवे कॅरियर नावाची फर्म चालू केलेली असून त्या फर्म मार्फत स्वतःचा ट्रान्सपोर्ट व्यवसाय अहमदाबाद येथून सुरु केलेला असून मुंबई मध्ये कार्यालय सुरु करण्याकरीता त्या मार्फत फिर्यादी यांचे क्लार्क कंपनी असलेल्या मे. विंडर रिन्युएबल एनर्जी या कंपनीने काढलेल्या टेंडर नुसार निविदा भरलेली असून त्यासाठी फिर्यादी यांचे म्हणणेप्रमाणे त्यांचे कंपनीची सिस्टर कंसेर्न असल्याचे सांगून ते टेंडर मिळविले नसून केवळ कमी रक्कमेचे टेंडर असल्याने मिळालेले आहे.

### गुन्ह्याचे फिर्यादी यांनी केलेले आरोप व उपलब्ध झालेला पुरावा:-

1) आरोपित यांनी सूप्रीम फ्राइटवे कॅरियर या नावाची नवीन कंपनी तयार करून त्याचा लोगो व ट्रान्सपोर्ट लॉरी रिसिट ही फिर्यादी यांचे कंपनीच्या लोगो व ट्रान्सपोर्ट लॉरी रिसिटची हुबेहूब दिसणारी नककल तयार केली. सदर कंपनी ही फिर्यादी यांच्या कंपनीची सिस्टर कंपनी असल्याचे सांगून फिर्यादी यांची क्लार्क कंपनी असलेल्या विंडर रिन्युएबल एनर्जी या कंपनीचे रु. ९,२६,२२,५००/- इतक्या रक्कमेचे कॉन्ट्रॅक्ट फिर्यादी यांचे कंपनीचे गुडविल वापरून मिळविले आहे.

सदर संबंधाने विंडर रिन्युएबल एनर्जी चे संजय पडारिया यांचा जबाब, त्यांचेकडून प्राप्त केलेली टेंडर ची कागदपत्रे तसेच, याहू मेल यांचेकडून सीडी द्वारे प्राप्त श्री. संजय पडारिया यांचे ईमेल बॉक्सची माहिती व फिर्यादी यांनी सादर केलेल्या लॉरी रिसीप्ट व संजय पडारिया व अमित अग्रवाल यांच्यातील संभाषणाची पेन ड्राईव वर दिलेली रेकॉर्डिंग या वरून असे दिसून येते की, आरोपित यांनी फिर्यादी कंपनीच्या लोगो व लॉरी रिसीप्ट ची नककल केल्याचे दिसत नसून फिर्यादी यांच्या कंपनीचे गुडविल वापरून प्रस्तुत टेंडर मिळविले नसल्याचे दिसते. वास्तविक, यातील फिर्यादी यांचा मुलगा अमित अग्रवाल याने त्याला प्राप्त ईमेल मध्ये बनावटिकरण करून तो मेल फिर्यादी यांना पाठविलेला असून त्याआधारे प्रस्तुत गुन्हा दाखल केलेला आहे.

2) यातील आरोपित मनोज मुदलीयार याला कंपनीने संगणकीय तंत्रज्ञान व आय टी कंट्रोल पॅनल तयार करण्यासाठी दिले असता ते तयार करून यातील आरोपी रवींद्र अग्रवाल यास दिले. रवींद्र अग्रवाल याने कंपनीचे ईमेल आयडी, वेब होस्टिंग, डोमेन होस्टिंग व त्यासंबंधीचे लॉगिन आयडी वापरून कंपनीचे कोट्यावधींचे नुकसान केलेले आहे व कंपनीची इंटेलिक्च्युअल प्रॉपर्टी परत केलेली नाही.

- यातील आरोपित रविंद्र अग्रवाल हे फिर्यादी यांचे कंपनीचे १२% समभागधारक व संचालक आहेत. फिर्यादी यांनी त्यांना संचालक मंडळावरून काढून टाकलेबाबत ठराव केलेला दिसत असून त्याबाबत आरोपित यांनी कंपनी लॉ बोर्ड कडे दावा दाखल केलेला असून त्याची सुनावणी प्रलंबीत आहे. आरोपित यांनी त्यांचेकडे असलेली फिर्यादी यांच्या कंपनीची इंटेलेक्चुयल प्रॉपर्टी वापरून कोणते नुकसान केलेले आहे याबाबत काहीही पुरावा तपासादरम्यान उपलब्ध झालेला नाही.

३ यातील आरोपीत रवी अग्रवाल याने फिर्यादी यांचे कंपनीचे मालकीच्या अहमदाबाद येथील मालमत्तेच्या कागदपत्रांची चोरी केलेली आहे .

- यातील फिर्यादी यांचे ताब्यात असलेली कागदपत्रे आरोपित याने त्यांचे नोकर श्री. नेकिराम लक्ष्मणराव चौधरी यांचे कडून नेली असल्याचे फिर्यादीत नमूद असल्याने श्री. नेकिराम लक्ष्मणराव चौधरी यांचा तपासकामी जबाब नोंदविणेकामी हजर ठेवणेबाबत समजपत्र बजावूनही फिर्यादी यांनी त्याची पूर्तता न केल्याने सदर बाबत काहीही पुरावा उपलब्ध झालेला नाही.

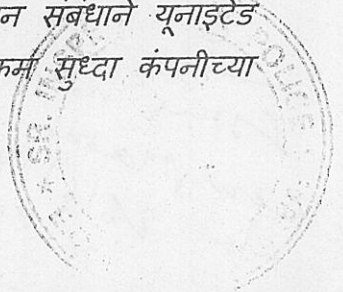
४ यातील फिर्यादी यांची क्लार्ईट कंपनी असलेल्या एशिया शिपिंग इंटरनॅशनल ट्रान्सपोर्ट लिमि. या कंपनीच्या मालाची वाहतूक माहे फेब्रुवारी २०१६ मध्ये फिर्यादी यांच्या मालकीच्या वाहनातून करण्यात आलेली असताना आरोपी यांनी त्यांचे कंपनीचे बिल पाठवून परस्पर भाडे मिळविण्याचा प्रयत्न केला आहे.

- नमूद संबंधाने एशिया शिपिंग इंटरनॅशनल ट्रान्सपोर्ट लिमि चे सुहास पारशेट्ये यांचा नोंदविलेला जबाब व त्यांचे यातील आरोपित नीलेश निवेतीया यांचेशी सदर संबंधाने केलेला ईमेल पत्रव्यवहार या वरून असे दिसून येते की, एशिया शिपिंग इंटरनॅशनल ट्रान्सपोर्ट लिमि कडून मालाची वाहतूक करण्यासाठी आरोपी यांच्या मे. सूप्रीम फ्राइटवे कॅरियर या कंपनीला ऑर्डर दिलेली होती. त्यासाठी त्यांनी फिर्यादी कंपनीकडून भाड्याने गाड्या घेवून त्याची पूर्तता केलेली असल्याने त्यांनी त्याबाबतचे बिल बनवून पाठविले होते. त्यानुसार फिर्यादी यांच्या कंपनीची फसवणूक केल्याचे दिसून येत नाही.

५ यातील आरोपित रविंद्र अग्रवाल याने फिर्यादी यांचे कंपनीस क्लार्ईट कंपन्यांकडून देय असलेली रक्कम परस्पर कंपनीचे बँक ऑफ बडोदा, मालेगाव शाखा येथील खाते क्रमांक ०४७२०२०२०००५६१ या खात्यावर प्राप्त करून ती रक्कम परस्पर स्वतःचे सहीने ती रक्कम काढून वैयक्तिक फायद्यासाठी वापरून कंपनीची फसवणूक केलेली आहे.

- नमूद संबंधाने साक्षीदार १) Narpal Lakhpat Singh २) Aniket Rameshbhai Abhonkar, ३) Mr. V Balaji ४) Mohd Abdul ५) Babu Thomas यांचे नोंद जबाबावरून स्पष्ट दिसून येते की, संबंधीत कंपन्यांनी फिर्यादी कंपनीशी केलेल्या व्यवहाराची देय रक्कम आरोपित रविंद्र अग्रवाल याला दिलेली आहे. तसेच, फिर्यादी यांनी कोणत्या कंपन्यांनी आरोपित यांना राकम दिलेली आहे त्याबाबत काहीही पुरावा तपासादरम्यान वारंवार विचारणा करूनही उपलब्ध केलेला नाही.

६ रवी अग्रवाल याने कंपनीला चेन्नई येथे आलेल्या पुरात झालेल्या नुकसान संबंधाने यूनाइटेड इंडिया इंसुरन्स या कंपनीकडून इंसुरन्स ची रु. १,२९,६०,३११/- इतकी रक्कम सुध्दा कंपनीच्या



बँक ऑफ बरोडा खाते क्र. ०४७२०२०२००००५६१ खात्यावर आरटीजीएस द्वारे प्राप्त केले आहेत. वास्तविक त्या खात्यावर इन्शुरन्स कंपनीकडून क्लेम चे पैसे येणे अपेक्षित नव्हते.

- आरोपी रविंद्र अग्रवाल यांचा जबाब व फिर्यादी कंपनीच्या बँक ऑफ बरोडा खाते क्र. ०४७२०२०२००००५६१ चे बँक स्टेटमेंट यावरून इन्शुरन्स कंपनी कडून प्राप्त रक्कम ही संबंधीत क्लार्क कंपनींना दिलेली असून प्रस्तुत खाते हे कंपनीच्या वार्षिक ऑडिट मध्ये समाविष्ट असून त्यावरील व्यवहार हे कंपनीच्या व्यवहारात समाविष्ट आहेत.

एकंदरीत झाले तपासावरून असे निष्पन्न होते की, फिर्यादी व आरोपित रविंद्र अग्रवाल हे काका - पुतणे असून त्यांचेत कौटुंबिक कंपनीतील हक्कावरून निर्माण झालेल्या वादातून फिर्यादी यांचा मुलगा अमित अग्रवाल यांनी साक्षीदार संजय पडारिया याचे कडून प्राप्त ईमेल मध्ये बनावटिकरण केलेले असून त्या ईमेल च्या आधारे प्रस्तुत गुन्हा दाखल केलेला आहे. प्रस्तुत संबंधाने यातील आरोपित पराग निवेतीया यांचे तक्रारीवरून मा. न्यायालयाचे आदेशाने सहार पोलीस ठाणे येथे एमईसीआर गुन्हा नोंद क्र. ५/१६ यातील फिर्यादी व त्यांचा मुलगा अमित अग्रवाल यांचेविरुद्ध दाखल असून तपासावर आहे.

**- निष्कर्ष :-**

- १) फिर्यादी यांनी तक्रार केल्याप्रमाणे आरोपित यांनी कोणताही गुन्हा केल्याबाबत पुरावा उपलब्ध होत नाही.
- २) फिर्यादी यांनी त्यांचा मुलगा अमित अग्रवाल याला प्राप्त ईमेल मध्ये बनावटिकरण करून त्याआधारे आरोपित यांनी त्यांचे कंपनीचे गुडविल वापरल्याचे खोटे दर्शवून सदरचा गुन्हा दाखल केलेला असून कोणत्याही पुराव्याशिवाय कौटुंबिक वादातून खोटे आरोप केलेले आहेत.
- ३) गुन्ह्याची "ब" वर्ग समरी मंजूर होणेस विनंती आहे.

17. Refer Notice Served .....Yes/No.....Date: .....  
संदर्भ नोटिस बजावली .....होय/नाही .....तारीख .....

18. Dispatched on .....  
पाठविल्याची तारीख .....

Forwarded by Station House

Signature of the Investigating Officer

Officer/Officer in-charge

Submitting the Final Report/Charge Sheet

ठाणे अंमलदार /प्रभारी अधिकाऱ्याने अग्रेषित केले

अंतिम अहवाल/आरोपपत्र सादर करणाऱ्या

अधिकाऱ्याची सही

नाव : सचिन राणे

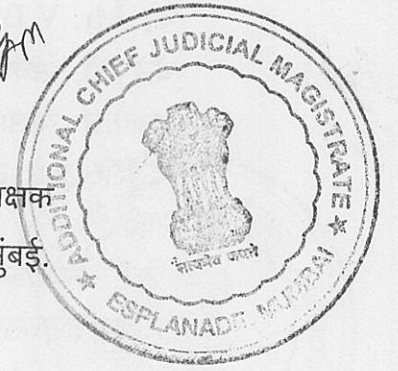
नाव : प्रविण सावंत

पदनाम : पोलीस निरीक्षक

पदनाम : सहा. पोलीस निरीक्षक

आगुशा, जचि 1, मुंबई.

आ.गु.शा., जचि 1, मुंबई.



True Copy

Judicial Clerk, 12/2/26

Additional Chief Judicial Magistrate's,  
47<sup>th</sup> Court, Esplanade, Mumbai.

Applied on 09/02/2026  
Granted on 12/02/2026  
Ready on  
Delivery on

Issue notice &  
Compladment  
Man 26/6/18  
R. E. C. C. S.  
15/1/18

Before : Anil H. Laddhad,  
Prothonotary & Senior Master  
Date : 16<sup>th</sup> March, 2026

**FOR DIRECTION :**

1            S/436/2023            )  
                 with                    )  
                 connected matter        )  
    )  
    )  
    ) P.C.: It appears from record that plaintiff no. 2 filed  
    ) Application for deleting name of plaintiff no.  
    ) 1, which is pending.  
    )  
    )  
    ) On 11.07.2025, the plaintiff was directed to  
    ) take steps to serve defendants with Writ of  
    ) Summons. But till date, there is no  
    ) compliance of said order. The plaintiff no. 2 is  
    ) directed to comply aforesaid Order till next  
    ) date, failing necessary orders will be passed.  
    ) Office to issue fresh Writ of Summons, if  
    ) required.  
    )  
    )  
    ) Stand over to 20.04.2026.

Date : 16.03.2026

Prothonotary and Senior Master

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signed by  
RAJEEV  
VIJAY  
ACHARYA  
Date:  
2026.03.16  
16:14:20  
+0530

Before : Anil H. Laddhad,  
Prothonotary & Senior Master  
Date : 23<sup>rd</sup> February, 2026

**FOR DIRECTION :**

4 S/436/2023 ) Ms. Nishi Singhvi i/b. Akash Kawade,  
with ) Advocate for plaintiff no. 2.  
connected matter )  
)  
) Mr. Janak Upadhyay i/b. Rakesh Kumar Singh,  
) Advocate for defendant no. 1.  
)  
) P.C.: Ld. Advocate appearing for plaintiff no. 2  
) made a statement that she has instructed to  
) file Vakalatnama for plaintiff no. 2. Statement  
) is accepted.  
)  
) Interim Application for deleting name of  
) plaintiff no. 1 is pending.  
)  
) Stand over to 16.03.2026.

Date : 23.02.2026

Prothonotary and Senior Master

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VIJAY  
ACHARYA  
Date:  
2026.02.23  
17:17:37  
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Before : Anil H. Laddhad  
Prothonotary and Senior Master

Date : 29<sup>th</sup> January, 2026

**CALLED FOR DIRECTIONS** :

5. S/436/2023 ) None present  
with connected )  
matters )  
) P.C. : Today none present on behalf of Plaintiff.  
) Hence, matter is adjourned to 23.02.2026.

Date : 29.01.2026

Prothonotary & Senior Master



Before : Anil H. Laddhad,  
Prothonotary & Senior Master  
Date : 08<sup>th</sup> January, 2026

SECTION :

2 S/436/2023 ) None present for the plaintiff.  
with )  
connected matter ) Ms. Ankita Pandey i/b. Rakesh Kumar Singh,  
) Advocate for defendant no. 1.  
)  
) P.C.: Since none present for the plaintiff, stand over  
) to 29.01.2026.  
)  
) Later on, Captain Ammeet Agarwal, plaintiff  
) no. 2 appeared in-person and mentioned the  
) matter. He is apprised about adjournment of  
) the matter.

Date : 08.01.2026

Prothonotary and Senior Master

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RAJEEV  
VIJAY  
ACHARYA  
Date:  
2026.01.09  
11:16:44  
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Before : Anil H. Laddhad  
Prothonotary and Senior Master

Date : 13<sup>th</sup> November, 2025

**FOR DISMISSAL :**

1. S/436/2023 ) Mr. Rohit Lalwani, Advocate for contesting  
with connected matters ) Defendant No. 2  
)  
) Mr. Amit K. Agarwal, Plaintiff No. 2 present in  
) person  
)  
) P.C. : In view of pendency of Interim Application  
) No. 5033 of 2025, stand over to 08.01.2026.  
) Plaintiff No. 2 furnished copy of Interim  
) Application to Ld. Advocate for contesting  
) Defendant No. 2.  
)  
) Later on, Mr. Krunal Dhale a/w. Ms. Ankita Pandey  
) i/b. Mr. Rakesh Kumar Singh, Advocate for  
) Defendant appeared and he is appraised of the  
) order and adjourned date.  
)  
) Stand over to 08.01.2026, for Directions.

Date : 13.11.2025

Prothonotary & Senior Master



Before : Anil H. Laddhad  
Prothonotary and Senior Master

Date : 25<sup>th</sup> September, 2025

**FOR DISMISSAL :**

2. S/436/2023 ) Ms. Janhavi Mane i/b. Ms. Harshali Gupte,  
with connected matters ) Advocate for Plaintiff  
)  
) Mr. Faiyaz Khan, Advocate for Defendant No. 2  
)  
) P.C. : Ld. Advocate for Plaintiff made a statement  
) that she has filed Interim Application for deleting  
) the name of Plaintiff No. 1 from the cause-title.  
) Statement is accepted.  
)  
) Stand over to 13.11.2025.

Date : 25.09.2025

Prothonotary & Senior Master



Before : Anil H. Laddhad  
Prothonotary and Senior Master

Date : 4<sup>th</sup> September, 2025

ISSAL :

1. S/436/2023  
with connected matters

) None present for Plaintiff  
) Mr. Rohit Lalwani, Advocate for Defendant No. 2  
)  
) P.C. : On last occasion, Ld. Advocate for Plaintiff  
) No. 2 made a statement that she will take steps to  
) delete the name of Plaintiff No. 1 from cause title.  
) Till date, no steps have been taken. It further  
) appears that office objections on Interim  
) Application (L) No. 26692 of 2021 have not been  
) removed.  
)  
) It seems that Plaintiff is not interested in  
) prosecuting the matter. Hence, dismissed for non  
) prosecution.  
)  
) Later on, Ms. Janhavi Mane i/b. Harshali Gupte,  
) Advocate for Plaintiff appeared and made a  
) statement that due to her ill health, she was unable  
) to take appropriate steps to delete the name of  
) Plaintiff No. 1 from cause title. She undertakes to  
) take steps within two weeks and serve the same  
) upon Advocate for other side. Statement /  
) undertaking is accepted.  
)  
) In view of above, order of dismissal of Suit is  
) recalled. Adjourned to 25.09.2025. In the  
) meantime, Plaintiff to remove office objections on  
) the **Interim Application (L) No. 26692 of 2021** and  
) get the same numbered and / or registered.

Date : 04.09.2025

Prothonotary & Senior Master



Before : Anil H. Laddhad,  
Prothonotary & Senior Master  
Date : 12<sup>th</sup> August, 2025

MISSAL :

1           S/436/2023    )  
              with         )  
              connected matter    )  
)  
)           Ms. Harshali Gupte, Advocate for plaintiff no. 2.  
)  
)           Ms. Ankita Pandey i/b. Rakesh Singh,  
)           Advocate for respondent.  
)  
)   P.C.: Ld. Advocate for plaintiff no. 2 made a  
)           statement that she has to take steps to delete  
)           name of plaintiff no. 1 from Cause-Title.  
)           Statement is accepted.  
)  
)           By way of last chance, time is granted to the  
)           plaintiff no. 2 as prayed till next date.  
)  
)  
)           Stand over to 04.09.2025.

Date : 12.08.2025

Prothonotary and Senior Master

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ACHARYA  
Date:  
2025.08.13  
11:20:20  
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Before : Anil H. Laddhad,  
Prothonotary & Senior Master  
Date : 05<sup>th</sup> August, 2025

MISSAL :

1           S/436/2023           )           Ms. Harshali Gupte, Advocate for plaintiff no.  
                  with                                 )           2.  
                  connected matter             )             
   )           P.C.: Ld. Advocate for plaintiff no. 2 on instructions,  
   )           informed that she has filed Vakalatnama for  
   )           plaintiff no. 2. Ld. Advocate is seeking one  
   )           week time to take necessary steps.  
   )             
   )           By way last chance, time is granted as prayed  
   )           till next date, failing necessary orders will be  
   )           passed.  
   )             
   )           Stand over to 12.08.2025.  
   )             
   )           In the meantime, the plaintiff to remove office  
   )           objections on **Interim Application (L) No.**  
   )           **26692/2021** and get the same registered  
   )           and/or numbered till next date, failing  
   )           Application to stand rejected for non-  
   )           compliance of office objections under O.S.Rule  
   )           986.

Date : 05.08.2025

Prothonotary and Senior Master

RAJEEV  
VIJAY  
ACHARYA  
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signed by  
RAJEEV VIJAY  
ACHARYA  
Date:  
2025.08.06  
10:48:30  
+0530



Before : Anil H. Laddhad,  
 Prothonotary & Senior Master  
 Date : 25<sup>th</sup> July, 2025

SECTION :

4	S/436/2023	)	None present.
	with	)	
	connected matters	)	P.C.: Since none present for the plaintiff, office to
		)	list matter under caption 'Dismissal' on next
		)	date.
		)	
		)	Stand over to 05.08.2025.
		)	
		)	In the meantime, the applicant/plaintiff to
		)	remove office objections on <b>Interim</b>
		)	<b>Application (L) No. 26692/2021</b> till next date,
		)	failing office to list Application under caption
		)	'Rejection'.

Date : 25.07.2025

Prothonotary and Senior Master

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 RAJEEV  
 VIJAY  
 ACHARYA  
 Date:  
 2025.07.25  
 16:45:22  
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Before : Anil H. Laddhad  
Prothonotary and Senior Master

Date : 11<sup>th</sup> July, 2025

FOR DIRECTIONS :

3. S/436/2023  
with connected matters
- ) Mr. Chinmay Gupte a/w. Mr. Prashant, Advocate for  
) Plaintiff  
) Mr. Ameet Agarwal, Plaintiff No. 2 present in  
) person  
)  
) P.C. : Ld. Advocate for Plaintiff and Plaintiff No. 2  
) in person, made a statement that though the Board  
) of Director was suspended, they have obtained stay  
) in NCLT. Statement is accepted. Plaintiff is directed  
) to annex relevant documents showing that he is not  
) a suspended Director, on next date.  
)  
) Ld. Advocate for Plaintiff made a statement that he  
) will file fresh Vakalatnama for Plaintiff No. 2.  
)  
) Plaintiff to take steps to serve Defendants with Writ  
) of Summons and file Affidavit of service to that  
) effect on or before next date, failing Suit against  
) Defendants will be dismissed for non-compliance of  
) O.S. Rule 87. Office to issue fresh Writ of  
) Summons. Plaintiff to comply with directions  
) issued vide Practice Note No. 60-A.  
)  
) In the meantime, Applicant to remove office  
) objections on the **Interim Application (L) No. 26692**  
) **of 2021** and get the same numbered and / or  
) registered.  
)  
) Adjourned to 25.07.2025.

Date : 11.07.2025

Prothonotary & Senior Master



Before : Anil H. Laddhad,  
Prothonotary & Senior Master  
Date : 27<sup>th</sup> June, 2025

SECTION :

4 S/436/2023 )  
with )  
connected matter )  
) P.C.: On request, stand over to 11.07.2025.  
)  
) In the meantime, the applicant/plaintiff to  
) remove office objections on **Interim**  
) **Application (L) No. 26692/2021** and get the  
) same registered and/or numbered on or before  
) next date.

Date : 27.06.2025

Prothonotary and Senior Master

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RAJEEV  
VIJAY  
ACHARYA  
Date  
2025.06.30  
14:59:18  
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Before : Anil H. Laddhad  
Prothonotary and Senior Master

Date : 24<sup>th</sup> June, 2025

**FOR DIRECTIONS :**

4. S/436/2023 ) Mr. Chinmay Gupte, Advocate for Plaintiff  
with )  
connected matters )  
) P.C. : Stand over to 27.06.2025.

Date : 24.06.2025

Prothonotary & Senior Master



Before : Anil H. Laddhad  
Prothonotary and Senior Master

Date : 11<sup>th</sup> March, 2025

**FOR DIRECTIONS :**

4. S/436/2023 ) Mr. Chinmay Gupte a/w. Mr. Prashant Kalbande,  
with connected matters ) Advocate for Plaintiff  
)  
)  
) P.C. : Adv. Gupte made a statement that he will file  
) Vakalatnama, to act as an Advocate, for and on  
) behalf of Plaintiff. Statement / Undertaking is  
) accepted.  
)  
) Plaintiff to take steps to serve with Writ of Summons  
) upon Defendants and file Affidavit of Service on or  
) before next date, failing appropriate orders will be  
) passed under O.S. Rule 87. Office to issue fresh writ  
) of summons. Plaintiff to comply with directions  
) issued vide Practice Note No. 60A.  
)  
) Adjourned to 24.06.2025.  
)

Date : 11.03.2025

Prothonotary & Senior Master



Before : Anil H. Laddhad  
Prothonotary and Senior Master

Date : 25<sup>th</sup> February, 2025

**FOR DIRECTIONS :**

10. S/436/2023  
with connected  
matters

) Mr. Chinmay Gupte a/w. Mr. Prashant K., Advocate  
) for Plaintiff (VP not filed)  
)

) P.C. : It appears that on last occasion, Mr. V.H.  
) Narvekar, Advocate for Plaintiff on record, made a  
) statement that he is going to be discharged in the  
) matter. Despite of statement, no steps have been  
) taken by him. Today, Mr. Gupte, Advocate made a  
) statement that Mr. Narvekar, Advocate on record did  
) not give NOC, therefore, he is unable to file  
) Vakalatnama.

) Plaintiff is directed to take appropriate steps.  
)

) Adjourned to 11.03.2025.  
)

Date : 25.02.2025

Prothonotary & Senior Master



Before : Anil H. Laddhad  
Prothonotary and Senior Master

Date : 11<sup>th</sup> February, 2025

**FOR DISMISSAL :**

2. S/436/2023  
with connected  
matters

) Mr. V.B. Narvekar, Advocate for Plaintiff  
)  
) Mr. Chinmay Gupte a/w. Mr. Prashant K., Advocate  
) for Plaintiff (VP not filed)  
)  
) P.C. : Mr. Narvekar, Advocate for Plaintiff made a  
) statement that he is going to be discharged to act as  
) an Advocate for and on behalf of Plaintiff and he will  
) hand over documents to his client. Statement is  
) accepted.  
)  
) Mr. Chinmay Gupte, Advocate submits he has been  
) appointed to act as an Advocate for and on behalf of  
) Plaintiff in the matter and will file Vakalatnama in the  
) department.  
)  
) Stand over to 25.02.2025, for directions.

Date : 11.02.2025

Prothonotary & Senior Master

M.N.  
Kadam

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by M.N. Kadam  
Date:  
2025.02.11  
16:58:33 +0530



Before : Sachin B. Bhansali  
Prothonotary and Senior Master

Date : 22<sup>nd</sup> November, 2024

CONCLUSIONS :

5. S/436/2023  
with connected  
matters

) None present

)

)

) P.C. : Today, none appeared on behalf of Plaintiff. It  
) appears that the Plaintiff has not complied with  
) directions issued vide Minutes of Order dated  
) 16.07.2024.

)

)

) Hence, stand over to 11.02.2025, for dismissal.

Date : 22.11.2024

Prothonotary & Senior Master



Before : S. S. Agate  
i/c. Prothonotary & Senior Master  
Date : 06<sup>th</sup> September, 2024

SECTION :

13	S/436/2023	)	None present.
	with	)	
	connected matter	)	P.C.: The plaintiff to file affidavit of service,
		)	showing service of Writ of Summons upon
		)	defendants, till next date, failing appropriate
		)	order will be passed.
		)	
		)	Stand over to 22.11.2024.
		)	

Date : 06.09.2024

i/c. Prothonotary and Senior Master

RAJEEV	Digitally
VIJAY	signed by
ACHARYA	RAJEEV VIJAY
	ACHARYA
	Date:
	2024.09.06
	16:18:03
	+0530



Before : Sachin B. Bhansali,  
 Prothonotary & Senior Master  
 Date : 16<sup>th</sup> July, 2024

**SECTION :**

8	S/436/2023	)	None present.
	with	)	
	connected matter	)	P.C.: The plaintiff to take steps to serve defendants
		)	with Writ of Summons and file affidavit of
		)	service till next date, failing suit against
		)	defendants will be dismissed for non-
		)	compliance of O.S.Rule 87. Office to issue
		)	fresh Writ of Summons, if required. The
		)	plaintiff to comply directions issued vide,
		)	Practice Note 60A.
		)	
		)	Stand over to 03.09.2024.

Date : 16.07.2024

Prothonotary and Senior Master

RAJEEV  
 VIJAY  
 ACHARYA

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 RAJEEV VIJAY  
 ACHARYA  
 Date:  
 2024.07.16  
 18:28:45  
 +0530



Before : Sachin B. Bhansali  
Prothonotary and Senior Master

Date : 18<sup>th</sup> July, 2023



NOTIFICATION :

26. S(L)/24155/2021 ) Mr. A. Saxena, i/b. Indus Law, Advocate for the  
) Plaintiff.  
)  
)  
) **P.C.:** Perused office objections raised by the  
) Scrutiny Officer on 01.10.2021.  
)  
) In the interest of justice, by way of last chance,  
) at the request of the Ld. Advocate for the  
) Plaintiff, time is granted to the Plaintiff to  
) remove office objections on the Suit and to get  
) the same numbered and/or registered on or  
) before **22<sup>nd</sup> August, 2023**, failing Suit to stand  
) rejected under 986 of O.S. Rule for non-  
) compliance of office objections.  
)
28. S(L)/25756/2021 ) None present for the Plaintiffs.  
)
30. S(L)/25852/2021 ) **P.C.:** Perused office objections raised by the  
) Scrutiny Officer in the month of November,  
32. S(L)/26257/2021 ) 2021 in the respective Suits.  
)
33. S(L)/26517/2021 )  
) In the interest of justice, by way of last chance,  
34. S(L)/26689/2021 ) time is granted to the Plaintiffs to remove office  
) objections on the Suits and to get the same  
36. S(L)/27234/2021 ) numbered and/or registered on or before **22<sup>nd</sup>**  
) **August, 2023**, failing Suits to stand rejected  
) under 986 of O.S. Rule for non-compliance of  
) office objections.  
)

18-07-2023

Prothonotary and Senior Master



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 19th October, 2022**

**P.C. :**

Balance Daily Board cannot be taken up today on account of paucity of time. Stand over to 14/12/2022 . Ad-interim relief or interim relief, if any, granted earlier will continue to operate till next date.

**( ASSOCIATE )**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 30th August, 2022**

**P.C. :**

Balance Daily Board cannot be taken up today on account of paucity of time. Stand over to 19/10/2022 . Ad-interim relief or interim relief, if any, granted earlier will continue to operate till next date.

**( ASSOCIATE )**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 18th July, 2022**

**P.C. :**

Balance Daily Board cannot be taken up today on account of paucity of time. Stand over to 30/08/2022 . Ad-interim relief or interim relief, if any, granted earlier will continue to operate till next date.

**( ASSOCIATE )**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

Mr. S.S. Kanetkar i/b V.H. Narvekar for the  
Applicants/Plaintiffs

Mr. Rakesh K. Singh a/w for Respondent nos. 1 to 4

Ms. Jyoti Sanap i/by M/s. V. Deshpande and Co. for  
Defendant No. 5-Kotak Mahindra Bank

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 23rd June, 2022**

**P.C. :**

S. O. to 18/07/2022 .

**( ASSOCIATE )**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 27th April, 2022**

**P.C. :**

Balance Daily Board cannot be taken up today on account of paucity of time. Stand over to 12/07/2022 . Ad-interim relief or interim relief, if any, granted earlier will continue to operate till next date.

**( ASSOCIATE )**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

Mr. S. S. Kanetkar i/by V. H. Narvekar for Plaintiff.

(Mentioned out of Turn)

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 12th April, 2022**

**P.C. :**

S. O. to 27/04/2022 .

**( ASSOCIATE )**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 23rd March, 2022**

**P.C. :**

Balance Daily Board cannot be taken up today on account of paucity of time. Stand over to 27/04/2022 . Ad-interim relief or interim relief, if any, granted earlier will continue to operate till next date.

**( ASSOCIATE )**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

Mr. S.S. Kanetkar i/b V.H. Narvekar for the  
Applicants/Plaintiffs.

Mr. Rakesh K. Singh a/w Shivani Soni for Respondent.

Adv. Nikhil Rajani a/w Ms. Jyoti Sanap i/by  
M/s. V. Deshpande and Co. for Defendant No. 5-Kotak  
Mahindra Bank Ltd.

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 17th March, 2022**

**P.C. :**

S. O. to 23/03/2022 .

**( ASSOCIATE )**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

Mr. S. S. Kanetkar i/by V. H. Narvekar for Applicant.

Mr. Rakesh K. Singh for Defendant Nos.1, 2 and 4.

**CORAM :** HON'BLE SHRI JUSTICE R. I. CHAGLA J

**DATE :** 3rd March, 2022

**P.C. :**

S. O. to 17/03/2022 .

( ASSOCIATE )



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

Mr. S. S. Kanetkar i/by V. H. Narvekar for Applicants/Plaintiffs.

(Mentioned out of turn)

**CORAM :** HON'BLE SHRI JUSTICE R. I. CHAGLA J

**DATE :** 24th February, 2022

**P.C. :**

S. O. to 03/03/2022 .

**( ASSOCIATE )**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

Mr. V H Narvekar, Advocate for Plaintiff.

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 2nd February, 2022**

**P.C. :**

Wrongly on board.

**( ASSOCIATE )**

jsn

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION (L) NO.26692 OF 2021  
IN  
SUIT (L) NO.26689 OF 2021

Supreme Transport Organisation Pvt. Ltd. ...Applicants/  
& Anr. Plaintiffs

*Versus*

Mr. Anandkumar Nagarmal Agrawal & ...Defendants  
Ors.

-----  
Mr. V.H. Narvekar for the Applicants / Plaintiffs.  
Mr. Rakesh Kumar Singh for Defendant Nos.1, 2 and 4.  
Ms. Shivani Soni with Sarang Pathak for Defendant No.3.  
-----

CORAM : R.I. CHAGLA J

DATE : 28TH JANUARY, 2022  
(THROUGH V.C.)

**ORDER :**

1. The learned Advocate for the Applicants / Plaintiffs states that pursuant to the order dated 18th January, 2022, the amendment was to be carried out by the Applicants / Plaintiffs by joining Kotak Mahindra Bank Pvt. Ltd as a party Defendant No.5 in the above suit as well as making them a Respondent in the present Interim Application. The

amendment was to be carried out within a period of one week from the order dated 18th January, 2022 i.e. on or before 25th January, 2022. Extension of time has been sought for carrying out the amendment which has not been carried out till date.

2. In view thereof, extension of time is granted till 1st February, 2022 for carrying out the amendment in the Plaint as well as in the Interim Application as permitted by the order dated 18th January, 2022.

3. The learned Advocate appearing for the Defendants states that Defendant Nos.1 and 2 were directed to file Affidavit in Sur Rejoinder by 1st February, 2022. He has stated that the time may be extended till 4th February, 2022 in order that the Affidavit in Sur Rejoinder of Defendant Nos.1 and 2 as well as Affidavit in Reply of the Defendant Nos.3 and 4 to the Interim Application may be filed by that date.

4. Having considered the submissions of the learned Advocate for the Defendants extension of time is granted till 4th February, 2022 for filing the Affidavit in Sur Rejoinder of

Defendant Nos.1 and 2 as well as filing the Affidavit in Reply of Defendant Nos.3 and 4 to the Interim Application.

5. Interim Application shall be placed on 7th February, 2022 under the caption of ad-interim relief.

**[R.I. CHAGLA J.]**

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION (L) NO.26692 OF 2021  
IN  
SUIT (L) NO.26689 OF 2021

Supreme Transport Organisation Pvt. ...Applicants/Plaintiffs  
Ltd. & Anr.

*Versus*

Anandkumar Nagarmal Agrawal & ...Defendants  
Ors.

-----  
Mr. S. S. Kanetkar i/by V. H. Narvekar for Applicants/Plaintiffs.  
Mr. Rakesh K. Singh a/w. Sarang Pathak for Defendants.

-----  
CORAM : R. I. CHAGLA, J

DATE : 18<sup>th</sup> JANUARY 2022

P.C.

1. The learned counsel appearing for the Applicants/Plaintiffs seeks leave to join Kotak Mahindra Bank Pvt. Ltd. as a party Defendant in the above Suit and Respondent in the present Interim Application.

2. In view thereof, leave is granted to the Applicants/Plaintiffs to join Kotak Mahindra Bank Pvt. Ltd. as a party Defendant No.5 in the above Suit as well as making them a Respondent in the present Interim Application. The

Applicants/Plaintiffs shall carry out the amendment within a period of one week from today i.e. on or before 25<sup>th</sup> January 2022.

3. Upon the Kotak Mahindra Bank Pvt. Ltd. being made a party, the Applicants/Plaintiffs shall serve these proceedings on Kotak Mahindra Bank Pvt. Ltd. and notify them of the next date.

4. The learned counsel appearing for the Defendants has sought leave to file Affidavit in sur rejoinder to the Affidavit-in-rejoinder filed by the Applicants/Plaintiffs. Leave is granted. The Defendants shall file the Affidavit in sur rejoinder to the Affidavit-in-rejoinder filed by the Applicants/Plaintiffs on or before 1<sup>st</sup> February 2022. Copy of the Affidavit in sur rejoinder shall be served by the Defendants to the Applicants/Plaintiffs in advance.

5. The Interim Application shall be placed on 2<sup>nd</sup> February 2022 for ad-interim relief.

[R. I. CHAGLA J.]



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

S.S.Kanetkar i/b V H Narvekar for Applicant

Sarang Pathak i/b R.K.Singh for Defendant

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 11th January, 2022**

**P.C. :**

At the request of learned counsel for the Defendant , stand over  
to 18/01/2022 .

**( ASSOCIATE )**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 10th January, 2022**

**P.C. :**

Balance Daily Board cannot be taken up today on account of paucity of time. Stand over to 11/01/2022 . Ad-interim relief or interim relief, if any, granted earlier will continue to operate till next date.

**( ASSOCIATE )**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION LODGING NO. 26692 OF 2021

In

SUITS STAMP NO. 26689 OF 2021

Supreme Transport Organisation Pvt Ltd ....PETITIONER

V/S

Anandkumar Nagarmal Agrawal And 3 Ors ....RESPONDENT

Mr. S.S. Kanetkar i/b V H Narvekar for Applicant.

Mr. S.A. Pathak i/b R.K. Singh for Defendant.

**CORAM : HON'BLE SHRI JUSTICE R. I. CHAGLA J**

**DATE : 4th January, 2022**

**P.C. :**

S. O. at the request of Respondent to 10/01/2022 .

**( ASSOCIATE )**

*Sharayu Khot.*

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

**INTERIM APPLICATION (L) NO. 26692 OF 2021**

**IN**

**SUIT (L) NO. 26689 OF 2021**

**Supreme Transport Organisation Pvt.Ltd.    ...Applicants/  
& Ors.    Plaintiffs**

*Versus*

**Anandkumar Nagarmal Agrawal & Ors.    ...Defendants**

-----  
Mr. V.H. Narvekar for the Applicants/Plaintiffs.  
-----

**CORAM   :  R.I. CHAGLA  J**

**DATE     :  21 December 2021**

**ORDER :**

1.           Not on board. Mentioned by way of Praeceptum. Taken on board.
  
2.           Learned Counsel appearing for the Applicants/Plaintiffs seeks extension of time to file Affidavit in Rejoinder which was to be filed within one week of the Affidavit in Reply being served on 14th December 2021. The time

expires today.

3. In view thereof, extension of time is granted. The Applicants/Plaintiffs shall file Affidavit in Rejoinder within a period of one week from the date of this order.

4. Interim Application is already stood over to 4th January 2022.

5. Praecipe is disposed of.

**[R.I. CHAGLA J.]**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

**INTERIM APPLICATION (L) NO. 26692 OF 2021  
IN  
SUIT (L) NO. 26689 OF 2021**

Supreme Transport Organisation  
Pvt. Ltd. & Ors. ... Applicants/Plaintiffs  
Versus  
Anandkumar Nagarmal Agrawal & Ors. ... Defendants

Mr. V.H. Narvekar for the Applicants.  
Mr. Rakesh K. Singh for Defendant Nos.1, 2 and 4.

**CORAM : R.I. CHAGLA, J.**

**DATED : 13<sup>th</sup> DECEMBER, 2021.**

**ORDER :**

1 The learned Counsel appearing for the Defendants seeks extension of time to file affidavit-in-reply which is ready and to be filed in the Registry. Permission is granted. The Defendants shall file the affidavit-in-reply in the Registry by tomorrow i.e. on 14.12.2021.

2 The learned Counsel appearing for the Applicants shall file the affidavit-in-rejoinder within a period of one week thereafter.

3 Interim Application is accordingly adjourned to 04.01.2022 for ad-interim relief.

**(R.I. CHAGLA, J.)**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

**INTERIM APPLICATION (L) NO. 26692 OF 2021  
IN  
SUIT (L) NO. 26689 OF 2021**

Supreme Transport Organisation  
Pvt. Ltd. & Anr. ... Applicants/Plaintiffs

Versus

Anandkumar Nagarmal Agrawal & Ors. ... Defendants

Mr. S.S. Kanetkar i/b V.H. Narvekar for the Applicants/Plaintiffs.  
Mr. Rakesh K. Singh for Defendant Nos.1, 2 and 4.

**CORAM : R.I. CHAGLA, J.**

**DATED : 4<sup>th</sup> DECEMBER, 2021.**

**ORDER :**

1 The learned Counsel for the Defendant Nos.1, 2 and 4 has sought time to file an affidavit-in-reply to the Interim Application. The Defendant Nos.1, 2 and 4 shall file the affidavit-in-reply on or before 10.12.2021.

2 Interim Application shall be placed on 13.12.2021 for ad-interim relief.

**(R.I. CHAGLA, J.)**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

**ORDINARY ORIGINAL CIVIL JURISDICTION**

**INTERIM APPLICATION NO. \_\_\_\_\_ of 2025**  
**(for deleting and adding of parties)**

**IN**

**SUIT NO. 436 OF 2023**

Supreme Transportation Organisation Pvt. Ltd  
& Ors .....Applicant/Plaintiffs

**IN THE MATTER BETWEEN**

Supreme Transportation Organisation Pvt. Ltd  
& Ors.

.....Plaintiffs

V/s

Anandkumar Nagarmal Agarwal & Ors. ....Defendant's

AND

Vimal Kumar Jagdish Agrawal & Ors.

.....Proposed Defendants



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SR.NO	PARTICULARS	PAGE NOS
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Advocate for the Applicant

I

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORIGINAL SIDE

INTERIM APPLICATION [L] No. OF 2025

IN

SUIT No. 436 OF 2023

SUPREME TRANSPORTATION ORGANISATION PVT. LTD

IN THE MATTER BETWEEN

... Application

SUPREME TRANSPORTATION ORGANISATION PVT. LTD  
& ORS

V/S

Anandkumar Nagarmal Agarwal & ORS  
and

... Defendant's

Vimal Kumar Jaddish Agrawal & ORS

... Proposed Defendants

Office Notes. Office Memorandum of. Coram appearance. Court's Orders or direction and Prothonotary's Orders	Court's or Judge's Orders.
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II

Office Notes. Office Memorandum of  
Coram appearance. Court's Orders or  
direction and Prothonotary's Orders

Court's or Judge's Orders.

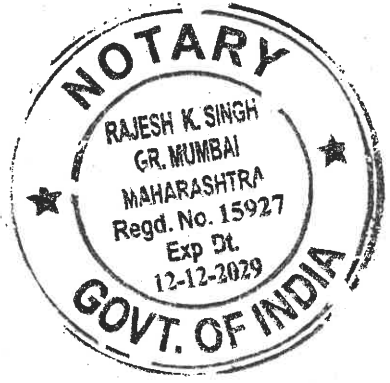
III

Office Notes. Office Memorandum of Coram appearance. Court's Orders or direction and Prothonotary's Orders	Court's or Judge's Orders.
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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**ORDINARY ORIGINAL CIVIL JURISDICTION**  
**INTERIM APPLICATION NO. \_\_\_\_\_ of 2025**  
**(for deleting and adding of parties)**  
**IN**  
**SUIT NO. 436 OF 2023**

- 1. Supreme Transportation Organisation Pvt. Ltd)  
5B 34 Akshay Mittal Industrial Estate, M V )  
Road, Andheri (E), Mumbai-400 059. )
- 2. Captain Ammeet K Agarwal, Director, )  
President And CEO Supreme Transport )  
Organisation Pvt Ltd 5B 34 Akshay Mittal )  
Industrial Estate, M V Road, Andheri (E), )  
Mumbai-400 059. )



.....Applicant/Plaintiffs

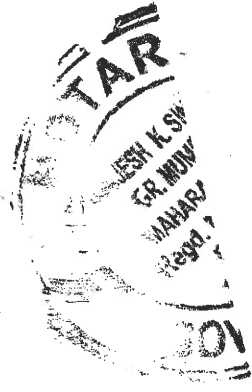
**IN THE MATTER BETWEEN**

- 1. Supreme Transportation Organisation Pvt. Ltd)  
5B 34 Akshay Mittal Industrial Estate, M V )  
Road, Andheri (E), Mumbai-400 059. )
- 2. Captain Ammeet K Agarwal, Director, )  
President And CEO Supreme Transport )  
Organisation Pvt Ltd 5B 34 Akshay Mittal )  
Industrial Estate, M V Road, Andheri (E), )  
Mumbai-400 059. )

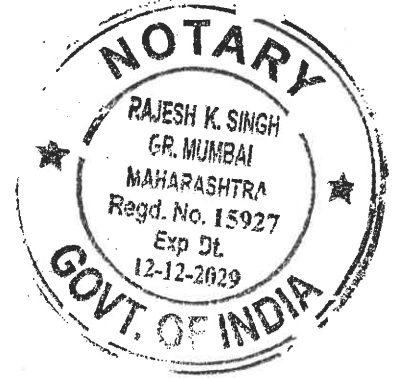
V/s .....Plaintiffs

- 1. Anandkumar Nagarmal Agarwal Flat no. E12 )  
3<sup>rd</sup> floor, Sukhdayak CHS Ltd. J. B. Nagar, )  
Andheri (E), Mumbai-400059. )
- 2. Ravindra Anandkumar Agarwal )  
Flat no. E 12, 3<sup>rd</sup> floor, Sukhdayak CHS Ltd. )  
J. B. Nagar, Andheri (E), Mumbai-400059 )

3. Arun Kishanlal Agarwal )  
 Sr. No. 309, Dabriwala Bhawan near State )  
 Bank of India Malegaon 423203., also at )  
 B/103, Sai Shreta Apts No. 52, Manickam )  
 Street, Perambur Barracks Road )  
 Chennai 600007, Tamil Nadu )
4. Deepak Satishkumar Agarwal, LRs of )  
 Satishkumar Agarwal 1901 Iskcon Platinum, )  
 SP Ring road, Bhopal Circle, )  
 Ahmedabad 380 058. )
5. Kotak Mahindra Bank Ltd, Having its )  
 head office at 27 BKC, G-Block Bandra, )  
 Mumbai-400051., And having its branch )  
 at 412, 417 Ambadeep Building, 14 )  
 Kasturba Gandhi Marg, New Delhi )  
 And 4<sup>th</sup> floor IBIS commercial Blok assets No.)  
 9, Hospitality Delhi Aerocity IGI Airport )  
 New Delhi-110037 )
- .....Defendant's
6. Vimal Kumar Jagdish Agrawal aged 45 years )  
 Residence of B-306, Sai Krupa Elite, )  
 Doddenkundi Fern BENGALURU: 560037 )
7. Nupur Vimal Agarwal aged 41 years )  
 Residence of B/306, Sai Krupa Elite, )  
 Doddenkundi Fern City road, behind IDBA )  
 Bank, Doddenkundi Bangalore 560037 )
8. Girish Agarwal aged 43 years resident of )  
 A-40 Keval Kunj Apartment, Sec 13 rohini, )  
 Near, D. D. club Delhi 110085. )



9. Samiksha Girish Agarwal aged 41 years )  
resident of Keval Kunj Apartment, Sec 13 )  
rohini, near D. D. club Delhi 110085. )
10. Pinky Jagdish Prasad Agrawal aged 49 )  
Years, resident of Plot no. 4, Survey no. 309 )  
Dabriwala Bhavan State Bank, Malegaon )  
Nashik 423 203. )
11. Atul Surendra Pandey aged 42 years )  
Resident of #7, Yogendra Bhawan, JB Nagar, )  
Andheri East, Mumbai 400059 )
12. Rajni Surendra Pandey aged 57 years )  
Resident of #7, Yogendra Bhawan JB Nagar, )  
Andheri East, Mumbai 400059 )
13. Swapnil Baban Chavan aged 37 years )  
Resident of Chavan Chawl, Marol Maroshi )  
Road, Andheri East, Mumbai 400059 )
14. Sneha Baban Chavan aged 57 years )  
Resident of Chavan Chawl, Marol Maroshi )  
Road, Andheri East, Mumbai 400059 )
15. Rajesh Bhagwandas Aggarwal aged 50 yea )  
Resident of 501, Satyam Accord, Panchratna )  
Complex, 150 Ft road, Bhayander (W) 401101)



.....Proposed Defendats

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RAJESH K  
GR. M.  
MAHAR  
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TO,  
THE HON'BLE CHIEF JUSTICE AND OTHER COMPANION  
JUDGES OF THIS HON'BLE COURT

HUMBLE APPLICATION OF THE  
APPLICANT ABOVE NAMED

**MOST RESPECTFULLY SHOWETH:**

1. The Applicant in the original Plaintiff no. 1 is the company and Plaintiff no. 2 is the President, CEO and the Executive Director of the Supreme Transportation Organisation Pvt. Ltd, who has filed the suit against the Defendants who are mentioned in the title.
2. It is further submitted that Plaintiff no. 1 is currently undergoing Corporate Insolvency Resolution Process (C.I.R.P.) before the Honorable NCLT, due to the fraud conducted by the Defendants by swindling of the accounts, by using the company funds, by opening fraudulent and operating separate accounts in the name of the company and thereby using the company funds/amounts for their personal use from the said bank accounts, which the Plaintiff was unaware, not only of the fraudulent accounts which were used under the name of the company, but also the modus of operandi to conduct funds siphoning. The said account were used by making fake board resolutions dated 30<sup>th</sup> January, 2019 and other ways, modus of operandi, by all the Proposed defendants. **Hereto annexed and marked as Exhibit 1 is the copy of the said resolution.**



3. It is further submitted that the said proposed Defendants are necessary party in the said suit as **Vimal Agrawal and Girish Agrawal, along with their Wives Nupur Agrawal, Samixa Agrawal, their sister Pinki Agrawal, their brother in law Rajesh Agrawal** (cousins of the Plaintiff) had corrupted the Chief Financial Officer of the said company. It is stated that the head office of this company is at Mumbai and several other branches offices are at Panvel, Kalamboli, Malegaon, Ahmedabad, Rajasthan, Gujarat, Delhi, Tamil Nadu, Bangalore and other places.
4. In the year 2014-15 in the company of the plaintiff accused **KAMLESH BAIRWA** was appointed as Chief Financial Officer/ Chief Account Officer in the said Plaintiff's company.
5. **Vimal Kumar Agrawal in** his account siphoned off a total of Rs. 2,08,20,158/- from the said company and other accounts, of which the applicant is the FIRST INFORMANT.
6. **Girish Kumar Agrawal in** his account siphoned off a total of Rs. 32,98,322/- from the said company and other accounts, of which the applicant is the FIRST INFORMANT.
7. **Nupur Vimal Kumar Agrawal in** her account siphoned off a total of Rs. 38,32,424/- from the said company and other accounts, of which the applicant is the FIRST INFORMANT.

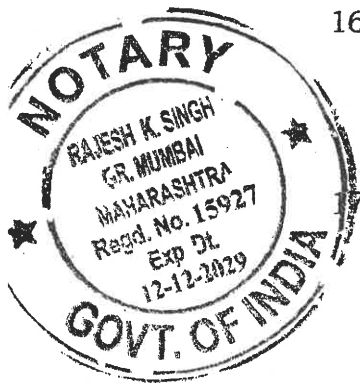
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8. **Samiksha Girish Agarwal in** her account siphoned off a total of Rs. 27,75,470/- from the said company and other accounts, of which the applicant is the FIRST INFORMANT.
9. **Pinky Jagdish Prasad Aggarwal in** her account siphoned off a total of Rs. 28,58,731/- from the said company and other accounts, of which the applicant is the FIRST INFORMANT.
10. **Rajesh Bhagwandas Aggarwal in** his account siphoned off a total of Rs. 90,85,437/-, along with his proprietorship firm BALAJI ENTERPRISES siphoned off a total of Rs. 27,14,759/- from the said company and other accounts, of which the applicant is the FIRST INFORMANT.
11. **Swapnil Baban Chavan in** his account siphoned off a total of Rs. 45,52,400/-, along with HAWALA CONDUCTED THROUGH AN ACCOUNT IN DUBAI's NOOR BANK, siphoned off a total of Rs. 32,09,500/- from the said company and other accounts, of which the applicant is the FIRST INFORMANT.
12. **Sneha Baban Chavan in** her account siphoned off a total of Rs. 47,55,000/- from the said company and other accounts, of which the applicant is the FIRST INFORMANT.
13. **Atul Surendra Pandey in** his account siphoned off a total of Rs. 37,34,000/- from the said company and other accounts, of which the applicant is the FIRST INFORMANT.
14. **Rajni Surendra Pandey in** her account siphoned off a total of Rs. 11,00,000/- from the said company and other accounts, of which the applicant is the FIRST INFORMANT.



15. The applicant states that the criminal complaint / FIR has been registered against the said following Proposed defendants hence they are the necessary party in the said matter. **Hereto annexed and marked Exhibit 2 is the Intervention application along with the F.I.R. on behalf of the Plaintiff/Informant in the criminal matter.**



16. The applicant therefore seeks that the said IA maybe allowed on the abovementioned following grounds.

17. The Applicant states that if the relief as sought for be not granted great harm loss and prejudice will cause to the Applicant. On the other hand no harm loss and prejudice will cause to either of the Respondent/proposed Defendants if the prayers as sought for be granted.

18. The Applicant has not filed any other Application/ petition touching the issue involved in the present Application in this Hon'ble Court or in the Hon'ble Supreme Court of India.

19. The Applicant states that the Applicant has filed Vakalatnama

20. The Applicant submits that the Applicant seeks leave to add and amend the pleading of the present Application with the permission of this Hon'ble Court, to avoid the repetition of judgment and decree the Applicant craves leave to refer to and rely upon the grounds of the First Appeal and further craves leave to refer to and rely upon the orders and the proceedings as referred herein above as and when be called for by this Hon'ble Court.

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NOTARY  
RAJESH K. SINGH  
GR. MUMBAI  
MAHARASHTRA  
REGD. NO. 15927  
EXP. DT. 12-12-2029

The Applicant therefore prays:

- a. The applicant maybe allowed to delete the Plaintiff no. 1 company and allow to add the following proposed Defendants in the said suit.
- b. That the cost of this Application be provided for;
- c. That such other and further order be passed under the facts and circumstances as this Hon'ble Court may deem fit and proper.

H.R. *[Signature]*  
Adv. for Applicant.

VERIFICATION

*[Signature]*  
Applicant

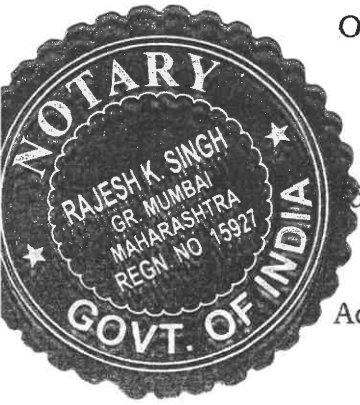
I, Captain Ammeet K. Agarwal aged 37 years, Hindu Indian Inhabitant Occupation BUSINESS, residing at 703 Sankalp, Mistry Complex, J.B. Nagar, Andheri (E), Mumbai-400 059., with office at 5B Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai 400059, Applicant Org. Plaintiff no. 2, above named do hereby state and declare on solemn affirmation that whatever stated in the foregoing paragraphs of the Interim application are true and correct to the best of my knowledge and belief.

Solemnly affirmed at Mumbai

*[Signature]*

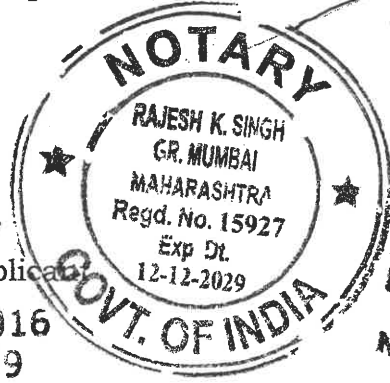
On this 24<sup>th</sup> day of September, 2025.

Applicant



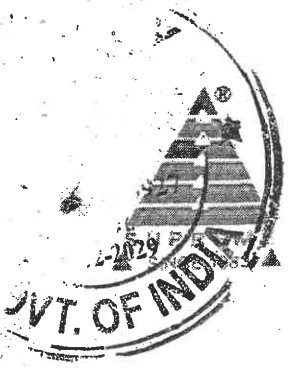
Identified by me  
H.R. *[Signature]*  
Advocate for the Applicant

MAH / 591 / 2016  
OS. No. 16159  
Adv. Code 1 21410



Before me  
BEFORE ME  
*[Signature]*  
RAJESH K. SINGH  
M.A., LL.B  
NOTARY, GR. MUMBAI  
MAHARASHTRA  
(Govt. of India)

Notarial Register of  
RAJESH K. SINGH  
Sr. No. R. 1591 / 24 SEP 2025



# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059  
Tel +91 22 4238 3904 05 06 07 Fax +91 22 42383945  
Email mumbai@stopl.in Website www.stopl.in

*Ant A*

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY M/S. SUPREME TRANSPORT ORGANISATION PVT LTD HELD ON 30<sup>th</sup> JANUARY, 2019 AT 5B 34 AKSHAY MITTAL INDUSTRIAL ESTATE, MV ROAD, ANDHERI EAST, MUMBAI 400059.

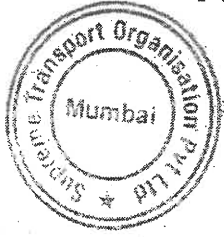
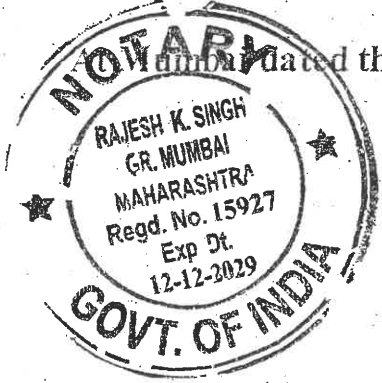
The undersigned hereby certify that he is the Director of M/S. Supreme Transport Organisation Pvt Ltd having its registered office at 5B 34 Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai 400 059 referred to as a "company" and that the following is true, correct and complete copy of resolution adopted by the Board of Directors of the company at a meeting duly called and held on 30<sup>th</sup> January, 2019, at which a quorum was present and voting, and that the resolution are unchanged and now in full force and effect.

"RESOLVED THAT it has been mutually decided by the company M/S. Supreme Transport Organisation Pvt Ltd to open a current account with **Bank of India** at **Banaswadi, Bangalore** Branch having Internet Banking facility with immediate effect."

"RESOLVED THAT it has been mutually decided by the company M/S. Supreme Transport Organisation Pvt Ltd that **Shri Kamal Agarwal & Shri Vimal J Agrawal** shall be hereby authorized to operate the said Current Account singly."

**FURTHER RESOLVED** that the Board hereby agree to ratify and confirm and do hereby ratify and confirm that all acts, deeds and things done or caused to be done have been done by us.

Mumbai dated this 30<sup>th</sup> Day of January, 2019



For Supreme Transport Organisation Pvt Ltd

*[Signature of Shri Kamal Agarwal]*

**Shri Kamal Agarwal**  
Chairman & Managing Director

*[Signature of Shri Vimal J Agrawal]*

**Shri Vimal J Agrawal**  
Director

TRUE COPY

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 1643 OF 2023

WITH

INTERIM APPLICATION NO. 2798 OF 2023

WITH

ANTICIPATORY BAIL APPLICATION NO. 2270 OF 2023

WITH

INTERIM APPLICATION NO. 3125 OF 2023

WITH

ANTICIPATORY BAIL APPLICATION NO. 2556 OF 2023

WITH

INTERIM APPLICATION NO. 4250 OF 2023

WITH

ANTICIPATORY BAIL APPLICATION NO. 2359 OF 2023

WITH

INTERIM APPLICATION NO. 3127 OF 2023

Rajesh Bhagwandas Agarwal

...Applicant

V/s.

The State of Maharashtra

...Respondent

SUBSTANCE OF ARGUMENTS ON BEHALF OF INTERVENER

(I) INFORMANT'S RIGHT TO BE HEARD:

1. 08/09/2023 STOPL was declared insolvent. So objection in view of S. 14 of THE INSOLVENCY AND BANKRUPTCY CODE, 2016, by the applicants which lays down that when Moratorium is declared u/s. 13 of the Code then there is some alleged prohibition on Supreme Transport (the company of complainant Ammeet Agarwal) to

INDIA

prosecute those accused of cheating it i.e. the present accused persons. Excerpts of relevant sections from the IBC:-

“S. 13. Declaration of moratorium and public announcement. –”

“S. 14. Moratorium. -

(1) Subject to provisions of sub-sections (2) and (3), on the insolvency commencement date, the Adjudicating Authority shall by order declare moratorium for prohibiting all of the following, namely: -

(a) the institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgement, decree or order in any court of law, tribunal, arbitration panel or other authority;

(b) transferring, encumbering, alienating or disposing off by the corporate debtor any of its assets or any legal right or beneficial interest therein;

(c) any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);

(d) the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor.”

“S. 4. Application of this Part. –

(1) This Part shall apply to matters relating to the insolvency and liquidation of corporate debtors where the minimum amount of the default is one lakh rupees:

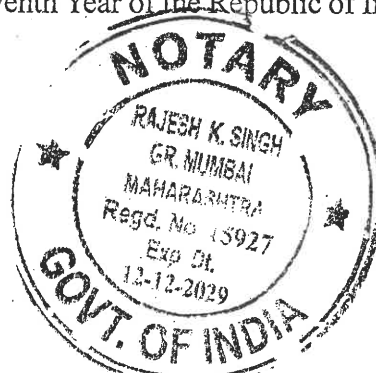
Provided that the Central Government may, by notification, specify the minimum amount of default of higher value which shall not be more than one crore rupees.”

NOTE – Under S. 3(8) “corporate debtor” means a corporate person who owes a debt to any person;

Opening Clause of the Act itself says:

“An Act to consolidate and amend the laws relating to reorganisation and insolvency resolution of corporate persons, partnership firms and individuals in a time bound manner for maximisation of value of assets of such persons, to promote entrepreneurship, availability of credit and balance the interests of all the stakeholders including alteration in the order of priority of payment of Government dues and to establish an Insolvency and Bankruptcy Board of India, and for matters connected therewith or incidental thereto.

BE it enacted by Parliament in the Sixty-seventh Year of the Republic of India as follows:”



2. EVEN OTHERWISE, On 08/09/2023 Supreme Transport Org Pvt. Ltd. (STOPL) was declared 'insolvent' – and the same is already appealed in NCLT by STOPL and by order dtd. 15/09/2023, the NCLT has stayed the constitution of committee of creditors and further orders have extended the said stay. Moreover, the First complaint – regarding the present accused and offence – made by Informant to Jt. Commissioner of Police, EOW is dtd. 06/12/2022 which is much earlier in point of time than 15/09/2023. Even FIR at **Exh. A**, pg. 32, is dtd. 25/04/2023 which is also much earlier in point of time.

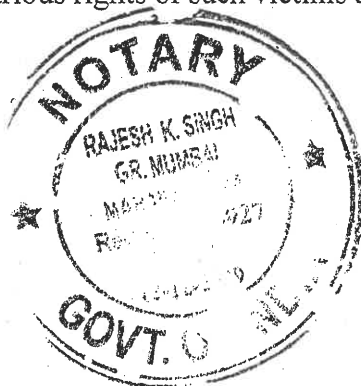
3. Right granted by the Hon'ble Supreme Court: **Jagjeet Singh and Ors. vs. Ashish Mishra @ Monu and Anr.**, AIR 2022 SC 918 –

“23. It cannot be gainsaid that the right of a victim under the amended Cr.P.C. are substantive, enforceable, and are another facet of human rights. The victim's right, therefore, cannot be termed or construed restrictively like a *brutum fulmen*. We reiterate that these rights are totally independent, incomparable, and are not accessory or auxiliary to those of the State under the Cr.P.C. The presence of 'State' in the proceedings, therefore, does not tantamount to according a hearing to a 'victim' of the crime.

24. A 'victim' within the meaning of Cr.P.C. cannot be asked to await the commencement of trial for asserting his/her right to participate in the proceedings. He/She has a legally vested right to be heard at every step post the occurrence of an offence. Such a 'victim' has unbridled participatory rights from the stage of investigation till the culmination of the proceedings in an appeal or revision...

25. ... Second, where the victims themselves have come forward to participate in a criminal proceeding, they must be accorded with an opportunity of a fair and effective hearing. If the right to file an appeal against acquittal, is not accompanied with the right to be heard at the time of deciding a bail application, the same may result in grave miscarriage of justice. Victims certainly cannot be expected to be sitting on the fence and watching the proceedings from afar, especially when they may have legitimate grievances. It is the solemn duty of a court to deliver justice before the memory of an injustice eclipses.”

4. Right granted by Law: Code of Criminal Procedure (Amendment) Act, 2008, which not only inserted the definition of a 'victim' under Section 2 (wa) of CrPC but also statutorily recognised various rights of such victims at different stages of trial.





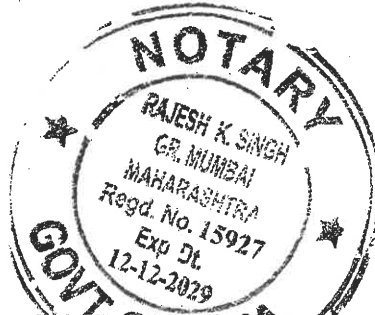
“S. 2(wa) CrPC: “victim” means a person who has suffered any loss or injury caused by reason of the act or omission for which the accused person has been charged and the expression "victim" includes his or her guardian or legal heir;”

(II) ACCUSED DETAILS:

1. Vimal Agarwal – First cousin of Informant son of Late Jagdish Agarwal (elder brother of father of Informant).
2. Girish Agarwal – First cousin of Informant son of Late Jagdish Agarwal (elder brother of father of Informant) and real brother of Vimal A/1.
3. Kamlesh Bairwa – CFO of STOPL – In 2016 appointed as Accounts Head promoted to CFO within a year by Nov, 2017.
4. Nupur Vimal Agarwal – Wife of Vimal A/1 and real sister of Samixa A/5.
5. Samixa Girish Agarwal – Wife of Girish A/2 and also real sister of Nupur A/4.
6. Pinky Agarwal – Real sister of Vimal A/1 and Girish A/2.
7. Swapnil Chavan – No one to the family – college friend of Vimal A/1 and Girish A/2.
8. Sneha Chavan – Mother of Swapnil Chavan A/7.
9. Atul Pandey – No one to the family – college friend of Vimal A/1 and Girish A/2.
10. Rajni Pandey – Mother of Atul Pandey A/9.
11. Rajesh Agarwal – Brother-in-law of Vimal A/1 and Girish A/2.

(III) BRIEF FACTS:

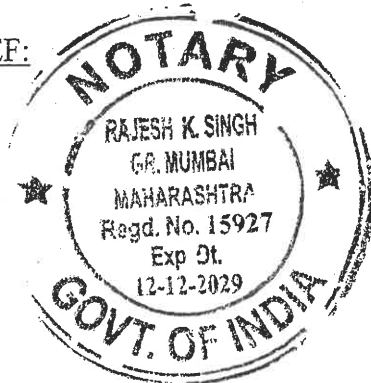
1. In July, 2022 Informant inquired with CFO Kamlesh A/3 regarding payment by NIPPON to BOI Banaswadi account.
2. Later it was realised that Nippon has transfer monies to STOPL but amounts as mentioned by Nippon were not reflected in the STOPL's Bank Accounts and therefore after proper inquisition the Intervenor came to know that an amount of Rs. 3,23,278/- is transferred on 27.07.2022 in bank account of Vimal Agarwal A/1.
3. Furthermore, on inquiring with BOI Bansawadi Branch Karnataka State the Bank submitted a fake board resolution of STOPL dtd. 30/01/2019 authorising Vimal A/1 to use the account. The said Resolution dtd. 30/01/2019 is forged as such there is no



record of such Board Resolution ever having been passed by the Board of STOPL. Copy of the said False Board resolution dtd. 30/01/2019 is attached herewith as **Annexure 'A.'**

4. Therefore, Informant requested Auditor CA Girish Mundada to audit BOI Banaswadi and other bank accounts of STOPL, Sangeeta Aviation Services Pvt. Ltd. (Sangeeta) by letter dtd. 06/09/2022.
5. Loya and Mundada conducted the audit of the bank statement, accounts and all other available data of STOPL and Sangeeta and made a finding that a total amount in excess of Rs 5 crores has been siphoned off by the accused to their accounts from the accounts of STOPL and Sangeeta – all transactions with the accused persons.
6. The Intervenor states that further it was found that an amount of Rs. 6,27,36,180/- is transferred in bank account of accused persons who are named in the FIR 155/2023 from intervenor's personal bank account, Sangeeta and STOPL.
7. Informant was busy approaching police and on 06/12/2022 Complaint was moved by the Informant to Joint Commissioner EOW – EOW whereafter sends the complaint to Sahar P.Stn. on 19/12/2022 for taking penal action on the complaint.
8. NCLT petition filed by Vimal A/1 & Girish A/2 alleging mismanagement of Informant and his father during Oct-Nov 2022, after they realised that Informant is approaching police against them for their fraud and criminal breach of trust.
9. Sahar P.Stn. calls Informant on 1<sup>st</sup> week of Jan 2023 for inquiry.
10. IO investigates for 4 months goes through all the 50+ bank accounts of 3 entities independently and covers transactions of last 4 yrs and comes to the conclusion that between 01/04/2018 – 08/2022 a fraud of Rs. 6,27,36,180/- is committed by the accused persons whereafter FIR dtd. 25/04/2023 at **Exh. A** is lodged against all accused. Even monies are siphoned off from the personal account of the Informant.
11. Whereafter Swapnil A/7 and Girish A/2 were arrested in 15/06/2023.

(IV) ARGUMENTS IN BRIEF:





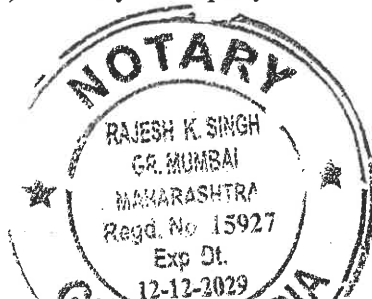
1. Transactions worth Rs. 300 Crore done from 04/2018 by STOPL hence the records were voluminous and given the active consent and connivance of CFO Kamlesh A/3 and other office bearers of the Informant's company, it was very tough to find the fraud of Rs. 6,27,36,180/- played by all the accused.
2. Tabulated list of amounts siphoned off individually by each accused, collated as per the say of the Police dtd. 21/07/2023 (English translation exhibited as Annexure 'B'):

Accused Persons	Total	Reimburse ment	Amounts from STOPL	Amounts from SASPL	Amounts from Informant
A/1 Vimal	2,08,20,158	91,90,396	1,86,26,908	13,93,250	8,00,000
A/4 Nupur	38,32,424	10,60,000	22,14,824	8,17,600	8,00,000
A/2 Girish	32,98,322	12,40,000	11,05,072	13,93,250	8,00,000
A/5 Samixa Girish	27,75,470	7,00,000	8,79,970	10,95,500	8,00,000
A/6 Pinky Jagdish	28,58,731	10,55,000	11,94,970	8,77,150	7,86,611
A/11 Rajesh	90,85,437			90,85,437	
Balaji Enterprises of A/11 Rajesh	27,14,759			27,14,759	
A/7 Swapnil	45,52,400			45,52,400	
A/8 Sneha	47,55,000			47,55,000	
A/9 Atul Pandey	37,34,000			37,34,000	
A/10 Rajini Pandey	11,00,000			11,00,000	
Dubai Noor Bank (Hawala)	32,09,500		32,09,500		
<b>Total Siphoned Amt. (Rs.)</b>	<b>6,27,36,201</b>	<b>1,32,45,396</b>	<b>2,72,31,244</b>	<b>3,15,18,346</b>	<b>39,86,611</b>



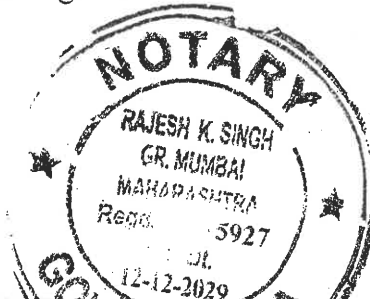


3. Moreover, airline operations of STOPL and Sangeeta were in such complexity that roughly payments to 100 plus people on a regular basis. So with such debits on regular basis it was very tough for Informant to find out the fraud, more so when the absconding accused CFO Kamlesh A/3 who in facts oversees and prepares the financials of the company was hand-in-glove with the other accused.
4. IO investigates for 4 months goes through all the 50+ bank accounts of 3 entities independently and covers transactions of last 4 yrs and comes to the conclusion that between 01/04/2018 – 08/2022 a fraud of Rs. 6,27,36,180/- is committed by the accused persons whereafter FIR dtd. 25/04/2023 at **Exh. A** is lodged against all accused. Even monies are siphoned off from the personal account of the Informant.
5. On 10/08/2021 Sangeeta was declared insolvent of which complainant was sole shareholder. Consequently, Informant was unable to deal with the account of Sangeeta but still from Nov 2021 accused are getting lakhs of rupees per month from the accounts of Sangeeta even after Sangeeta becomes insolvent.
6. On 08/09/2023 STOPL was declared insolvent – Informant already appealed in NCLT and by order dated 15/09/2023 the same has been stayed whereby the constitution of committee of creditors is stayed. Further orders have extended the said stay.
7. The IRP has asked STOPL to hand over documents of properties which are lying with accused. Indeed the documents are needed for proper apt dispensation of objectives assigned to the IRP, and *ergo* the documents lying in the custody of the accused persons are required to be obtained by the police which can thereafter be handed over to the IRP.
8. Sangeeta account authorised signatory is the Informant only still how did the accused get monies? This cannot be done without the active collusion of Bank employees and therefore the custody of applicants is a must to ascertain what employees of Bank have actively participated in the Criminal Conspiracy.
9. Rajesh A/11 got 88 lakhs from Sangeeta while working with STOPL for a salary of Rs. 12 lacs pa (letter dtd. 17/05/2022) – he says company of Informant paid his company



Balaji Enterprises (Balaji) 88lacs for goods supplied for which where are the Work Estimates / Approvals / Work Orders / Email communications from Sangeeta? Where is the GST and TDS?

10. Moreover, why was money paid by Sangeeta to personal account of Rajesh A/11 and not account of Balaji Enterprises if the work was done by Balaji Enterprises?
11. Moreover, Police visited the address of Balaji and found no concern by such name working over there and the same is stated in the Say of Police dtd. 08/05/2023 at **Exh. S** at pg 275.
12. In the Bail applications of the lady accused (Nupur A/4, Samixa A/5 and Pinky A/6) it is their categorical case that they have taken payments for giving consultations. The same is absolutely false. It is stated the are so-called consultant accused have no professional degrees and thus, what have they consulted for? Where is the GST and TDS? Where are the Work Estimates / Approvals / Work Orders / Email communications from Sangeeta or STOPL?
13. All the amount received in A/cs. of Swapnil A/7 and Sneha A/8 and Atul A/9 and Rajni A/10 are withdrawn in cash as stated in the Say of Police dtd. 08/05/2023 at **Exh. S** at pg 275.
14. Swapnil A/7 has submitted a fake letter of Sangeeta addressed to the Axis Bank regarding Swapnil, that Sangeeta is paying him for consultancy. When asked by Sessions Judge to show why letter was issued and whether bank asked for the same, Swapnil A/7 answered saying yes it was asked for by the Bank. Judge thereafter asked IO to investigate. IO corresponded with the Axis Bank and Axis Bank denied the same and said that no such letter was ever asked by them and it is not forming part of their records.
15. Another letter submitted of STOPL to American Embassy in Chennai wherein it is stated that Vimal A/1 and Girish A/2 have package of 36lacs pa and they should be given American visas and they got American Visa because of said letter. Such remuneration is not reflected in the A/cs of company and therefore custodial interrogation of them is required in order to get to the bottom of this. Moreover, what



other transactions are visible in their accounts apart from the transactions with 3 entities need to be investigated into. It also needs to be seen whether such enormous supposed income of the accused persons from Sangeeta, STOPL and Informant have been reported by them to the Income Tax?

16. The Bail Applications of co-accused which are allowed, distinguished:

a) A/7 Swapnil Baban Chavan, Cr.BA 878 / 2023 before Court of Sessions at Dindoshi allowed by order dtd. 12/10/2023. The said order is bereft of any discussion on contentions / arguments of prosecution and reflects non-application of mind by the Ld. Judge in routinely passing the order by simpliciter holding:

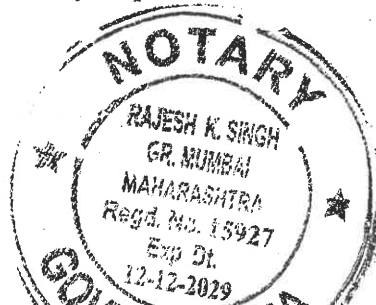
“8. Admittedly there are serious allegations against the applicant/accused that he had siphoned Rs. 45,52,400/- from the account of Sangeeta Aviation Services Pvt. Ltd. However, it is seen that investigation is over and chargesheet has been filed. He is in custody since 15.06.2023. No purpose will be served by keeping him behind bars. His presence can be ensured by imposing certain conditions on him. Hence, the following order :”

b) A/2 Girish Agarwal, BA 2453 / 2023 before this Court allowed by Shri Justice M.S. Karnik vide order dtd. 14/09/2023. The fulcrum of the arguments therein was that substantial amount of Rs. \_\_\_ was reimbursed by A/2 Girish. However, the said amounts were reimbursed by A/2 Girish as they were utilised by him and his immediate family to fly to USA and book vehicles there, for marriage functions in USA. All pertaining documents of plane tickets and other bills to USA are attached herewith as Annexure ‘C’ Colly.

(V) LIST OF CASES AGAINST THE INFORMANT AND THEIR STATUS:

Status of F.I.R.s:

1. Aarey P.S. FIR No. 07 /2016 – Transferred to Kasturbha Marg P.S. – B Summary Report filed.
2. Sahar P.S. FIR No. Chargesheet filed in Andheri MM Court - Quashing pending in BHC - APL/384/2018
3. Goregaon P.S. FIR No. 133/2018 -- B Summary Report filed.



4. Bangalore Case – Quashed
5. Jaipur Case – Quashed
6. Oshiwara P.S. 150/2019 Chargesheet filed – Discharge application filed to be heard in January 2024.
7. Azad Maidan P.S. FIR No. 249/2021 – Proceedings stayed by High Court.

Dated:

(Advocate for the Intervener / First Informant)



IN THE HIGH COURT OF JUDICATURE AT  
BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION NO. \_\_\_\_\_ of 2025  
(for deleting and adding of parties)

IN

SUIT NO. 436 OF 2023

Supreme Transportation Organisation Pvt. Ltd  
& Ors .....Applicant/Plaintiffs

IN THE MATTER BETWEEN

Supreme Transportation Organisation Pvt. Ltd  
& Ors.

.....Plaintiffs

V/s

Anandkumar Nagarmal Agarwal & Ors.

.....Defendant's

AND

Vimal Kumar Jagdish Agrawal & Ors.

.....Proposed Defendants

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INTERIM APPLICATION

(for deleting and adding of parties)

Dated 25<sup>th</sup> September, 2025-09-24

XX

**HARSHALI RAJAN GUPTA**  
B.Com, LLB

Advocate High Court  
541, Lamibaug Hsg. Sec., Block No. 1,  
1st Flr., 17th Road, Khar (W),  
Mumbai - 400052. Mob. 9920910572  
harshaligupta@ymail.com

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION NO. OF 2021

IN

SUIT NO. OF 2021

Supreme Transport Organisation Pvt. Ltd  
&Anr. ... Applicants

**In the matter between**

Supreme Transport Organisation Pvt. Ltd  
&Anr. ... Plaintiffs

VERSUS

Mr. AnandkumarNagarmal Agrawal  
& Ors. ..Defendants

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(I)

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
INTERIM APPLICATION NO. OF 2021**

**IN**

**SUIT NO. OF 2021**

Supreme Transport Organisation Pvt. Ltd

&Anr.

... Applicants

**In the matter between**

Supreme Transport Organisation Pvt. Ltd

&Anr.

... Plaintiffs

**VERSUS**

Mr. AnandkumarNagarmal Agrawal

& Ors.

..Defendants

**PROFORMA**

Office Notes, Office Memorandum of Coram, appearance, Court's Order or direction and Prothonotary's Orders	Court's or Judge's Order.
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II

Office Notes, Office Memorandum of Coram, appearance, Court's Order or direction and Prothonotary's Orders	Court's or Judge's Order.
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III

Office Notes, Office Memorandum of Coram, appearance, Court's Order or direction and Prothonotary's Orders	Court's or Judge's Order.
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1

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

**ORDINARY ORIGINAL CIVIL JURISDICTION**

**INTERIM APPLICATION NO. \_\_\_\_\_ OF 2021**

**IN**

**SUIT NO. \_\_\_\_\_ OF 2021**

1. Supreme Transport Organisation Pvt Ltd )  
5B 34 Akshay Mittal Industrial )  
Estate, M V Road, Andheri East, )  
Mumbai 400 059 )
  
2. Captain Ammeet K Agarwal )  
Director, President & CEO )  
Supreme Transport Organisation Pvt Ltd )  
5B 34 Akshay Mittal Industrial )

2



Estate, M V Road, Andheri East, )  
Mumbai 400 059 ) ... Applicants

IN THE MATTER BETWEEN

1. Supreme Transport Organisation Pvt Ltd )  
5B 34 Akshay Mittal Industrial )  
Estate, M V Road, Andheri East, )  
Mumbai 400 059 )
2. Captain Ammeet K Agarwal )  
Director, President & CEO )  
Supreme Transport Organisation Pvt Ltd )  
5B 34 Akshay Mittal Industrial )  
Estate, M V Road, Andheri East, )  
Mumbai 400 059 ) ... Plaintiffs

VERSUS

1. Mr. Anandkumar Nagarmal Agrawal )  
Flat No E 12, 3<sup>rd</sup> Floor, )  
Sukhdayak Co-op. Hou.Soc.Ltd., )  
J B Nagar, Andheri East, )  
Mumbai 400059. )
2. Mr. Ravindra Anandkumar Agrawal )  
Flat No E 12, 3<sup>rd</sup> Floor, )  
Sukhdayak Co-op. Hou.Soc.Ltd., )  
J B Nagar, Andheri East, )  
Mumbai 400059. )



3

3. Mr. Arun Kishanlal Agarwal )  
Sr. No. 309 Dabriwala Bhawan, )  
Near State Bank of India, )  
Malegaon 423 203. )  
B/103, Sai Shreta Apts No. 52, )  
Manickam Street, Perambur )  
Barracks Road, Chennai 600007, )  
Tamil Nadu. )
4. Mr. Deepak Satishkumar Agarwal )  
Legal heir of Mr. Satishkumar Agarwal )  
1901 Iskcon Platinum, SP Ring )  
Road, Bhopal Circle, Bhopal, )  
Ahmedabad 380 058. )... Defendants

TO,  
THE HON'BLE CHIEF  
JUSTICE AND OTHER  
HON'BLE PUISNE JUDGES  
OF THIS HON'BLE HIGH  
COURT OF JUDICATURE AT  
BOMBAY

HUMBLE APPLICATION OF THE  
APPLICANTS ABOVENAMED

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MOST RESPECTFULLY SHEWETH :

1. The Applicants state that the Applicants are the original Applicants and the Respondents are the original Defendants in the above Suit. The said Suit has been filed by the Applicants seeking for a decree of recovery of money amounting to Rs. 11,06,20,910.06/- (Rupees Eleven Crores Six Lakh Twenty Thousand Nine Hundred Ten and Six Paise Only) in view of illegal and unauthorized withdrawals from the bank accounts of the Applicant No.1 company and for damages for unauthorized use of the properties of the Applicant No.1 along with interest at the rate of 24 percent per annum till the date of realization of the amount.
2. By the present Interim Application, the Applicants are seeking interim reliefs under Order 38 Rule 5, Order 39 Rules 1 and 2 and Order 40 Rule 1 of the CPC, 1908 in respect of the properties owned by the Defendants which are more particularly described in Annexure A of the sanction letter dated 14.08.2014 issued by the Kotak Mahindra Bank Ltd. The said sanction letter has been annexed and marked as **Exhibit "A"** hereto. The same has also been annexed to the plaint. In order to avoid repetitions and for the sake of



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brevity, the Applicants state that the averments and statements made by the Applicants in the plaint be treated as part and parcel of the present Interim Application. The Applicants do hereby adopt, repeat and reiterate each and every contentions raised by the Applicants in the plaint. The Applicants state that as mentioned in the plaint, the Defendant Nos. 1 to 3 and the deceased father of the Defendant No.4 were the Directors of the Applicant No.1 company carrying on business of Transportation, Aviation & Logistics across India. All of the above mentioned Defendants were jointly holding 48% of the total shareholding of the Applicant no.1 company, and thus were minority shareholders of the said company at the relevant time. The majority shareholders and directors consisted of Shri. Kamal Agarwal who is Chairman and Managing Director of the Applicant no.1 company, Captain Ammeet K Agarwal (Director, President & CEO), Captain Akash Agarwaal (Director & Vice President), Shri Vimal J Agarwal (Director) and Shri Girish J Agarwal (Director), who among themselves hold 52% of the total shareholding of the Applicant no.1 company. The Applicants state that

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there were certain disputes between the above mentioned majority and minority group of shareholders due to which the minority shareholders approached the Company Law Board by filling Company Petition No. 88 of 2015 against the majority shareholders. During the pendency of the said Company Petition, the Applicants became aware about the illegal acts of the Defendants by which the Defendant nos. 1 to 3 and the father of Defendant no.4 had misappropriated the payments which were due to the Applicant no.1 Company from various third parties. Since the Applicant No.1 company is engaged in the business of transportation, in the routine course due to accidents of company vehicles and / or damages to the same the Applicant no.1 is required to obtain necessary insurance and accordingly the company received the same from their insurance agents. The Applicant further states that they also received payment from their customers and /or their Vendors in the usual course of business and the same is done through the usual bank account of Applicant No.1 company situated at Mumbai. The Applicants state that in its usual course of business, the Applicant makes all the above mentioned



transactions through three separate accounts i.e. Kotak Mahindra Bank, HDFC Bank and PNB situated at Mumbai.

3. The Applicants state that the above mentioned Defendant nos. 1 to 3 and father of Defendant no.4 jointly and severally tried to siphon off huge amounts from the bank account of Applicant no.1 company situated at Bank of Baroda, Malegaon branch. The Applicants further state that during the pendency of the above mentioned company petition, the Applicants became aware of the above mentioned facts. All the above mentioned Defendants tried to pursue the insurance company as well as third party Vendors to deposit the insurance claim amount and payment amount in the Malegaon branch of Defendant No.1 company. The Defendants there after would siphon the said amount under various false pretext i.e. Director's remuneration, bilty freight refund, insurance claim expenses, rent etc. However, in reality these said amounts were illegally withdrawn by the Defendants for their personal use.

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4. The Applicants state that, immediately upon the knowledge of the above mentioned facts the Applicants filed police complaint dated 20<sup>th</sup> October 2016 thereby narrating the entire incident and requesting police authority to initiate enquiry against the above mentioned Defendants. The Applicants state that, the Applicants after getting the knowledge of the Defendants' illegal acts vis-à-vis bank account at Malegaon branch, they immediately informed the same to NCLT and NCLT on 7<sup>th</sup> December, 2016 was pleased to pass order directing the above mentioned defendants to furnish Bank Statement of the said account. The Applicants state that pursuant to the above directions the defendants provided Bank Statement of the said account from 1<sup>st</sup> April, 2016. The Applicants state that on a clear perusal of the above mentioned account, it can be seen that the Defendants have been withdrawing the amounts from the said account illegally and are trying to show that the said withdrawal is genuine, and the amount withdrawn are towards the expenses incurred by the Applicant No. 1 Company. The Defendants filed an affidavit in rejoinder wherein they have categorically admitted of withdrawing



funds from the said Malegaon bank account. However, they have denied that there was any misappropriation of the said amount as alleged by the Applicants herein.

5. The Applicants state that the Defendants have wrongly withdrawn an amount of **Rs. 3,17,88,487.05/- (Rupees Three Crore Seventeen Lakh Eighty Eight Thousand Four Hundred Eighty Seven and Five Paisa Only)** from the said bank account which rightly belongs to the Applicant no.1 company. The Applicant further states that following are the details and manner in which the Defendant jointly and severally withdrew the following amount from the account of Applicant no.1.

<b>BANK OF BARODA MALEGAON (SUMMARY)</b>		
<b>1<sup>st</sup> April, 2016 to 31<sup>st</sup> December, 2016</b>		
<b>Particular</b>	<b>Receipt</b>	<b>Payment</b>
<b>Balotra Branch Office</b>	<b>72,17,305/-</b>	
United India Insurance	1,29,60,319/-	
Common Party	4,07,989/-	
Technologies Fronties India Pvt	10,50,500/-	

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Ltd		
<b>Chennai Branch Office</b>	<b>34,77,808/-</b>	
<b>Jodhpur Branch Office</b>	<b>10,24,812/-</b>	
Anand N Agarwal		15,66,240/-
Arun Kumar Agarwal		25,57,791/-
Satish K Agarwal		51,22,535/-
Bank Charges		10,550.05/-
Bilty Freight Refund		74,37,294/-
Claim Expenses		1,46,98,227/-
Rent payable Account		61,000/-
Ashram Hooda		18,000/-
Subham Hooda		6,000/-
Kuldeep		5,000/-
Payments 2017		2,05,850/-
Supreme Freightway Carriers		1,00,000/-
Hi-Tech Textile	34,130/-	
<b>Pali Branch Office</b>	<b>42,77,550/-</b>	
<b>Surat Branch Office</b>	<b>4,71,505/-</b>	
<b>Grand Total</b>	<b>3,09,21,918.00</b>	<b>3,17,88,487.05</b>



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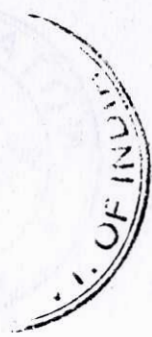
6. The Applicant states that Defendant no. 1 & 2 in order to misuse the funds of Applicant no. 1 company tried to grab the property of Applicant no.1 company i.e. Flat nos. 143, 153, 233 situated at Kalpataru Pinnacle, opposite Inorbit Mall, Goregaon (West), which were jointly valued for more than Rs. 19 crore at the relevant time. The Applicant further states that since the Applicant objected to the above mentioned conduct of Defendant nos. 1 and 2, the said Defendants were squatting on the above mentioned properties for more than 2 years without permission or any authorization from the Applicant company. The Applicant company is hence claiming damages from the Defendants to the tune of Rs.3,18,03,957/- (Rupees Three Crore Eighteen Lakh Three Thousand Nine Hundred Fifty Seven Only) due to the unauthorized use of the said flats by the said Defendant no. 1 & 2.

7. The Applicant states that during the pendency of the above mentioned company petition Defendant no. 1 & 2

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resigned from the Applicant No.1 company on 16<sup>th</sup> January 2019. The Applicants state that Defendant no.3 was removed as Director of the Applicant company on 27<sup>th</sup> May 2019. The Applicants further state that Mr. Satish Agarwal passed away on 30<sup>th</sup> November 2017. Thus his sole legal heir Mr. Deepak Satishkumar Agawral i.e. Defendant no.4 is impleaded herein as party Defendant No.4. The Applicant states that, it is clear from the above mentioned facts that the Defendants have together acted in a planned manner in order to misappropriate the amounts rightly belonging to the Applicant company, and thereby have caused enormous loss of interest as well to Applicant company. The Applicants state that as above said, the Defendant Nos. 1 and 2 had without any authority and illegally, occupied three residential flats being Flat Nos. 143, 153 and 233 situated in a building known as Kalpataru Pinnacle, Opposite Inorbit Mall, Mulund Link Road, Goregaon (West), Mumbai – 400 104 which are in fact the properties of the Applicant No.1 company. There were a total of 16 other properties of the company which were



mortgaged with Kotak Mahindra Bank Ltd, in lieu of obtaining a loan which was sanctioned by the said bank vide sanction letter dated 27.12.2010 to the limit of Rs. 14.72 crores. The said loan limit was thereafter revised many times and by August 2014, the total sanctioned limit stood at Rs. 32.48 crores and accordingly the said three flats were added to the list of mortgaged properties. The same is evident from the sanction letter dated 14.08.2014 issued by the Kotak Mahindra Bank Ltd. wherein the said three flats have been added to the Annexure A at serial nos. 17, 18 and 19 as new collateral properties.

8. The Applicant states that the Kotak Mahindra Bank Ltd. issued statutory notice under section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act to the Applicant company for recovery of Rs.20,24,74,094.07/- . To recover the said amount, the Kotak Mahindra Bank initiated recovery proceedings with the Debts Recovery Tribunal and in pursuance of the said recovery

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proceedings, an amount of Rs. 13,76,60,876/- was collected by the said bank from the debtors of the Applicant No.1 company. To satisfy the remaining outstanding amount, two of the flats mentioned above, i.e. Flat Nos. 233 and 143 were sold by the said bank by conducting auction of the same on 04.10.2019 and 03.03.2020 respectively. In the said auction proceedings, Flat No. 143 was sold for Rs. 5,01,00,000/- and Flat No. 233 was sold for Rs. 5,15,00,000/-. The Applicants state that in the said manner, the entire outstanding loan as stated above was satisfied by the Applicant No.1 Company. The said bank is in the process of releasing all the encumbrance/charge upon all the remaining 17 properties as mentioned in the Annexure A of the sanction letter dated 14.08.2014. In the said Annexure A, the properties mentioned at serial nos. 9, 11 and 14 stand in the name of the Defendants. The property at serial no. 9, i.e. Plot No. A-5, Khasra No. 14/1/1, Khde Road Temavass, Balotara, Badmer, Rajasthan stands in the name of the Defendant No.1 and the father of the Defendant No.4 Mr. Satishkumar Agarwal. The property



at serial no. 11, i.e. Plot No.28, Transport Nagar, Pali, Rajasthan stands in the name of the father of the Defendant No.4 Mr. Satishkumar Agarwal. The property at serial no. 14, i.e. residential property being Flat No. E-12, Sudhayak Cooperative Housing Society, JB Nagar, Andheri (East), Mumbai – 400 059 stands in the name of the Defendant No.2.

9. The Applicants state that the present Suit has been filed in view of the illegal and unauthorized withdrawals made by the Defendants and for unauthorized use and occupancy of the properties of the Applicant No.1 company. The claim of the Applicant in respect of both the said illegal acts committed by the Defendants totals to Rs. 11,06,20,910.06/- (Rupees Eleven Crores Six Lakh Twenty Thousand Nine Hundred and Ten and Six Paise Only). The same have been set out and explained in detail in the table mentioned hereinunder :

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Sr	Name	Principal	Particulars	Last Statement Date for withdrawal	No. of Days	Interest @24%	Total
1.	Mr. Arun Agarwal	81,90,633.75/-	Unauthorized withdrawal from Company's Account	09.09.2019 – 01.11.2021	784 days	42,22,327.80	1,24,12,961.55
2.	Mr. Anand Agarwal	71,99,082.75/-	Unauthorized withdrawal from Company's Account	09.09.2019 – 01.11.2021	784 days	37,11,176.47	1,09,10,259.22
		96,00,000.00/-	Damages for using Company Property (Rs. 2 Lakh p/m)	01.02.2015 – 06.02.2019	1466 days	92,53,873.97	1,88,53,873.97
		10,01,319.00/-	Society Maintenance	01.02.2015 – 06.02.2019	1466 days	9,65,216.65	19,66,535.65
	Total	1,78,00,401.75				1,39,30,267.09	3,17,30,668.84

3.	Mr. Deepak Agrawal s/o late Mr. Satish Agarwal	1,07,55,377.75/-	Unauthorised withdrawal from Company's Account	09.09.2019 - 01.11.2021	784 days	55,44,470.90	1,62,99,848.65
4.	Mr. Ravindra Agarwal	56,32,842.75/-	Unauthorised withdrawal from Company's Account	09.09.2019 - 01.11.2021	784 days	29,03,769.02	85,36,611.77
		1,92,00,000.00/-	Damages for using Company Property (Rs. 2 Lakh p/m)	01.02.2015 - 06.02.2019	1466 days	1,85,07,747.95	3,77,07,747.95
		20,02,638.00/-	Society Maintenance	01.02.2015 - 06.02.2019	1466 days	19,30,433.30	39,33,071.30
	Total	2,68,35,480.75				2,33,41,950.27	5,01,77,431.02
<b>TOTAL 1+2+3+4</b>							<b>11,06,20,910.06</b>

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10. The Applicants state that in view of the past conduct of the Defendants as explained hereinabove, there is a grave possibility that the said three properties standing in name of the Defendants could be disposed of by the Defendants by selling, mortgaging, creating any third party rights and/or parting with possession thereof in order to purposely defeat the lawful claim of the Applicants of the sum of Rs. 11,06,20,910.06/- which had been explained and described in detail in the above paragraphs. The Applicants state that in the event of such a situation taking place, the execution of decree which may be passed in favour of the Applicants shall be obstructed and delayed. Hence, it is utmost necessary that the properties mentioned above at serial nos. 9, 11 and 14 in the sanction letter dated 14.08.2014 be attached before judgment or to furnish such security or deposit such sum in this Hon'ble Court, as may be sufficient to satisfy the decree. It is also necessary that pending the hearing and final disposal of the present Suit, the Defendants be restrained by an order of temporary injunction from selling, mortgaging, creating

any third party rights and/or parting with possession in respect of the said properties. It is also necessary that a Court Receiver be appointed in respect of the said properties to take possession and custody thereof. Hence, the Applicants are filing the present Interim Application under Order 38 Rule 5, Order 39 Rules 1 and 2 and Order 40 Rule 1 of the CPC, 1908 for the said reliefs.

11. The Applicants therefore, most humbly and respectfully pray as under :

- A. Pending the hearing and final disposal of the above Suit, this Hon'ble Court be pleased to restrain the Defendants, their representatives, heirs, servants or any other person/s authorized by them by an order of injunction from parting with possession and /or mortgaging and/or creating any third party rights and interests in the properties mentioned at Serial Nos. 9, 11 and 14 mentioned in the Annexure A of sanction letter dated 14.08.2014 issued by the Kotak Mahindra Bank Ltd. (annexed hereto as Exb. 'A');
- B. Pending the hearing and final disposal of the above Suit, this Hon'ble Court be pleased to pass an order of



attachment before judgment under Order 38 Rule 5 of the CPC, 1908 and direct that the properties mentioned at Serial Nos. 9, 11 and 14 mentioned in the Annexure A of sanction letter dated 14.08.2014 issued by the Kotak Mahindra Bank Ltd. (annexed hereto as Exb. 'A') be attached forthwith by the concerned authorized person from this Hon'ble Court;

C. Pending the hearing and final disposal of the above Suit, this Hon'ble Court be pleased to appoint a Court Receiver under Order 40 Rule 1 of the CPC, 1908 in respect of the properties mentioned at Serial Nos. 9, 11 and 14 mentioned in the Annexure A of sanction letter dated 14.08.2014 issued by the Kotak Mahindra Bank Ltd. (annexed hereto as Exb. 'A') and thereby direct the said Court Receiver to immediately take possession of the said properties;

D. Costs of the present Suit be awarded;

E. Such other and further reliefs as this Hon'ble Court may deem fit be granted.

*[Signature]*  
Advocate for the Plaintiff

For SUPREME TRANSPORT ORGANIZATION PVT LTD

*[Signature]*  
Applicant No.1 Authorized Signatory

*[Signature]*  
Applicant No.2

**VERIFICATION**

I, Mr. Varun Kakria, aged 31 years, of Mumbai, Indian Inhabitant, adult, the Authorised Representative of the Plaintiff No. 1 Company, M/S Supreme Transport Organisation Pvt Ltd, having registered office at 5B 34 Akshay Mittal Industrial Estate, M V Road, Andheri East, Mumbai 400 059, do hereby solemnly affirm and declare that what is stated in paragraphs nos. 1 to 10 hereinabove are true and correct to my own knowledge and I believe the same to be correct.

Solemnly affirmed at Mumbai )

Dated this 16<sup>th</sup> day of NOV., 2021 )

For SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

*[Handwritten Signature]*

Before me,

Identified and explained by me,

*[Handwritten Signature]*

Advocate for the Applicants/Plaintiffs

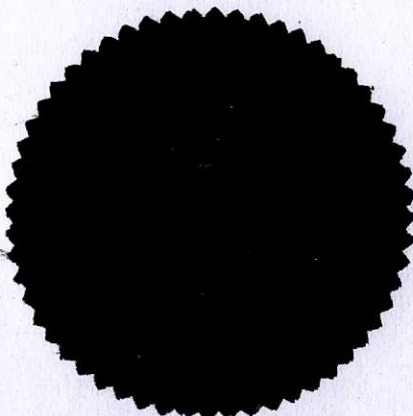
**BEFORE ME**

*[Handwritten Signature]*

**BIDHU PANICKER**  
B.Com. LL.B.  
ADVOCATE HIGH COURT  
NOTARY (Govt. of India)  
Res: 303, Sandeep Apt., Plot No. A/197,  
Sector-29, Near Baiji Temple,  
Nerul (W), Navi Mumbai, Maharashtra.

Notary Reg. Sr. No. 8647/2021  
In Book No. VII

16 NOV 2021



Sr. No.:SL 258694



**Exhibit A** **22**

PRIVATE AND CONFIDENTIAL

RCAD/RBG/5943/2014-15

14<sup>th</sup> August 2014

M/S Supreme Transport Organisation Private Limited  
5B-34, Akshay Mittal Industrial Estate,  
M V Road, Andheri (East), Mumbai - 400059

Kind Attention: Kamal Kumar Agarwal

**Banking Facilities**

We Kotak Mahindra Bank Ltd. 5<sup>th</sup> Floor, Kotak Infinity, Building No.21, Infinity Park, Off Western Express Highway, General AK Vaidya Marg, Dindoshi, Malad (East), Mumbai - 400097, India (herein after referred to as "the Bank" or "KMBL") are pleased to inform M/S Supreme Transport Organisation Private Limited (hereinafter referred to as "the Borrower ") that the following facility condition has been renewed as per the enclosed facility/ies schedule/s. (The expression "Borrower(s)" shall, unless repugnant to the context or meaning thereof, be deemed to include, (i) where the Borrower(s) concerned is an individual or a proprietorship firm, his/her heirs, executors and administrators; (ii) where the Borrower(s) concerned is a partnership firm, the partners or partner for the time being of the said firm, the survivors or the survivor of them and their heirs, executors and administrators of the last surviving partner; (iii) where the Borrower(s) concerned is a Hindu undivided family, the member or members for the time being of the said Hindu undivided family, and their respective heirs, executors and administrator; (iv) where the Borrower(s) concerned is a company, its successors in title and permitted assigns.) The facility/ies is/are subject to the terms and conditions contained in the Master Facility Agreement to be executed by you together with the Schedules contained there-under and all other transaction documents (as defined in the aforesaid Master Facility Agreement and those that the Bank may from time to time stipulate and not limited to those mentioned in Annexure & Schedules hereto)

(INR in Lakhs)

Schedule No	Name of Facility	Existing Limits	Revised Limits	ROI (Fixed / Floating - Linked to PLR / Base Rate)/ Commission	Marg in	Original Tenor/ Usance (Months)	Revolvi ng/ Non - Revolvi ng	Facility Review Date	Takeo ver Applic able (Yes/ No)
I	Cash Credit	1600.00	1700.00	To be decided at the time of renewal	25%	12M	Revolvi ng	10/08/15	No
II	WCDL (sub limit of CC)	(500.00)	(1000.00)	To be decided at the time of drawdown	25%	12 M Max 90 days rollover	Revolvi ng	10/08/15	No
III	Term Loans - CV -I**	72.00	27.00			Existing			No
IV	Term Loan - I	232.00	148.00			Existing			No
V	Term Loan - II	388.00	289.00			Existing			No
VI	Term Loan - III	192.00	160.00			Existing			No
VII	Term Loan - IV	0.00	924.00	To be decided at the time of	20%	60M	Non Revolvi	NA	No

(M/S Supreme Transport Organisation Private Limited)

(14/08/2014)

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Kotak Mahindra Bank Ltd  
CIN L65110MH1985PLC038137

Registered Office : 27BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400 051 India.  
[www.kotak.com](http://www.kotak.com)

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				disbursement			ng		
	Total Funded/ Exposure	2484.00	3248.00						
VIII	Conditional WCDL*	50.00	50.00	To be decided at the time of drawdown	-	12 M	Revolvin g	10/08/15	No

Notes: Current Bank Benchmark Base Rate (BR) is 10.00%

\* Term Loan is disbursed from Retail Asset Operations (for apac no CV2313900,CV2313952, CV2313948, CV2313880,CV2070971,CV2070986,CV2084591,CV2084611,CV2084626,CV2084645 CV2751719;CV2751723)

All charges / fees and any other amounts payable under this facility/facilities by the Borrower to the Bank as mentioned herein do not include any applicable taxes, levies including service tax etc. and all such impositions shall be borne by the Borrower additionally. All stamp duty and documentation fees/charges etc. in respect of the facilities shall be borne by the Borrower. Without prejudice to any arrangement or writing whatsoever, all costs, charges, expenses etc. payable in respect of the creation of Security, either by the Borrower or any other Security Provider shall be borne and paid by the Borrower and the Bank shall be entitled to debit the account of the Borrower for such amounts.

Please note that this Sanction Letter forms an integral part of the Master Facility/Loan/Facility Agreement. It is clarified that the Bank shall be entitled to vary any of the Facilities sanctioned, by issue of such further letters (by whatever name called) to the Borrower as the Bank may deem fit. Such further letter(s) issued by the Bank modifying the Facility / Facilities shall be considered to be a part of this Sanction Letter and any reference to the Sanction Letter shall be deemed to be a reference to such further letter(s) also. Also, may it be noted that in the event of there being a conflict between the Sanction Letter and the Master Facility Loan/Facility Agreement due to duplication and/or repetition of terms and conditions, then as far as such duplicated and/or repeated term/s and condition/s is concerned, the Sanction Letter shall prevail over the Master Facility/Loan/Facility Agreement.

Further it may be noted that interest shall be charged on the outstanding(s) in the accounts opened in respect of the Facilities at such rate(s) as may be determined by the Bank from time to time at the Bank's sole discretion provided that the rate(s) shall be subject to changes in the Bank's Benchmark Prime Lending Rate/ Bank's Base Rate and/or changes in interest rates prescribed by the Reserve Bank of India from time to time and the rate shall be read as "the Bank's Benchmark Prime Lending Rate/ Bank's Base Rate" where ever the rate is identified as "Bank's Benchmark Prime Lending Rate" in the Master Facility/Loan/Facility Agreement & Other related documents.

This letter and the Annexure hereunder shall form part of the Master facility/Loan/Facility agreement(s) and other related documents, which will be executed in favour the Bank following your acceptance of the offer.

Save and provided as hereinabove, all other terms and conditions as per our earlier sanction letters dated 27<sup>th</sup> December 2010 (RCAD/CBG/723/2010-11), 9<sup>th</sup> March 2011 (Ref No. Add-RCAD/CBG/942/2010-11), 7<sup>th</sup> June 2011 (Ref No: RCAD/RBG/1197/2011-12), 23<sup>rd</sup> Jun 2011 (Ref No. Add-RCAD/RBG/1276/2011-12), 8<sup>th</sup> August 2011 (Ref No: RCAD/RBG/1486/2011-12) and 10<sup>th</sup> August 2011 (Add-RCAD/RBG/1492/2011-12), 16<sup>th</sup> March 2012 (RCAD/RBG/2477/2011-12), 26<sup>th</sup> December 2012 (RCAD/RBG/3721/2012-13), 11<sup>th</sup> January 2013 (Add-RCAD/RBG/3794/2012-13), 22<sup>nd</sup> February 2012 (Add-RCAD/RBG/3980/2012-13), 18<sup>th</sup> July 2013 (Add-RCAD/RBG/4645/ 2013-14), 16<sup>th</sup> August 2013 (RCAD/RBG/4744/2013-14) & 28<sup>th</sup> August 2013 (Add-RCAD/RBG/4781/ 2013-14) dated 24<sup>th</sup> January 2014 (Add-RCAD/RBG/5209/2013-14), 17<sup>th</sup> January 2014 (RCAD/RBG/5186/ 2013-14) and all the

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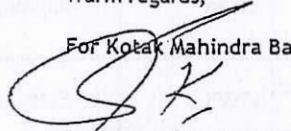
documents executed in pursuant thereto shall continue to apply and all party/parties shall abide by it.

In confirmation of your agreement to be bound by the conditions stipulated herein please return the duplicate copy of this letter duly signed by the authorised signatories of your Company to the Bank at 5<sup>th</sup> Floor, Kotak Infiniti, Building No.21, Infinity Park, Off Western Express Highway, General AK Vaidya Marg, Dindoshi, Malad (East), Mumbai - 400097, India within 15 days from the date of this letter, after which this offer will lapse.

We assure you of our best services at all times.

Warm regards,

For Kotak Mahindra Bank Limited,



SIGNATORY  
Commercial - CAD



SIGNATORY  
Commercial - CAD

I/We hereby acknowledge receipt of your sanction letter no. RCAD/RBG/5943/2014-15 Dated 14<sup>th</sup> August 2014 along with Schedules and Annexure of which this is a copy.

We accept and agree to be bound by the terms and conditions contained therein.

For M/S Supreme Transport Organisation Private Limited

Authorized Signatory  
Place:

Date:

Annexure 'A'

Standard & Common Conditions (applicable to all Finance facilities except Term Loans CV)				
Primary Security	First and exclusive charge on all existing and future current assets of the Borrower.			
Collateral Security	Extension of first charge by way of Equitable Mortgage over following properties:			
	S.No	Collateral details (Address & ownership)	Ownership	Remarks/Type of Charge
	1	<u>Residential property</u> 703, Sankalp Society, Mistri Complex, J B Nagar, Andheri East Mumbai	Kamal Kumar Agarwal	Existing
	2	<u>Commercial Godown</u> SY No. 277/2C, Near Nissarg Hotel, Agra Road, Malegaon	STOPL	Existing
	3	<u>Commercial Property</u> CTS No 49-50, Wavikar lane, Guruwar ward, Paanch Kandil, Malegaon.	STOPL	Existing

(M/S Supreme Transport Organisation Private Limited)

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Kotak Mahindra Bank Ltd

CIN L65110MH1985PLC038137

Registered Office : 27BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400 051 India.

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4	<u>Commercial Property</u> Plot No 1838, Sector KWC, Kalambli, Navi Mumbai	Kamal Kumar Agarwal	Existing
5	<u>Commercial Property</u> Plot No 1839, Sector KWC, Kalambli, Navi Mumbai	STOPL	Existing
6	<u>Commercial Property</u> Gala No 34, Building No 5/B, Akshay Mittal Indl. Estate, MV Road, Andheri (East), Mumbai	STOPL	Existing
7	<u>Commercial Property</u> Plot at Devraj Industrial Area, Piplej, Ahmedabad	STOPL	Existing
8	<u>Commercial Property</u> Open Land and building of the proposed Container Yard situated at Survey No 103/2, 103/1/2A & 102/2A of village Khanevale on NH-4, Opp to TATA Motors, Old Mumbai Pune Highway- NH4, Post Poyanje, Tehsil Panvel, District Raigadh, Pin : 410206	STOPL	Existing
9	Plot No.-A-5, Khasra No:- 14/1/1, Khde Road Temavass, Balotara, Badmer (Raj)	Anand Kumar & Satish Agarwal	Existing
10	<u>Commercial Property</u> Gala No 32, Building No 5/B, Akshay Mittal Indl. Estate, MV Road, Andheri (East), Mumbai		Existing
11	Plot No -28, Transport Nagar, Pali, Rajasthan	Satish Agrawal	Existing
12	Plot No -29, Transport Nagar, Pali, Rajasthan	STOPL	Existing
13	Plot No -27, Transport Nagar, Pali, Rajasthan	STOPL	Existing
14	Residential Property located at Flat No E12, Sukhdayak Cooperative Housing Society, J B Nagar, Andheri (East), Mumbai 400 059	Ravindra Agarwal	Existing
15	Vacant Plot No A /9, Khasra No 1036/14, Khede Road, RICO, Balotra, Badmer, (Rajasthan)	STOPL	Existing
16	Commercial Property located at Transport Nagar, Plot no 31, Pali, Rajasthan	STOPL	Existing

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	17	Flat no.143, Kalpataru Pinnacle, Opp Inorbit Mall, Mulund Link Road, Goregaon (W) Mumbai 400 104	STOPL	New
	18	Flat no.153, Kalpataru Pinnacle, Opp Inorbit Mall, Mulund Link Road, Goregaon (W) Mumbai 400 104	STOPL	New
	19	Flat no.233, Kalpataru Pinnacle, Opp Inorbit Mall, Mulund Link Road, Goregaon (W) Mumbai 400 104	STOPL	New
	1. Continuation of charge by way of Hypothecation over 70 commercial vehicles as mentioned in Annexure-C. (Existing). 2. First charge by way of hypothecation on 15 additional vehicles as mentioned in Annexure-C.			
Undated Cheques	The Borrower and Mr. Kamal Kumar Agarwal shall in lieu of repayment of the Loan and discharge of the liabilities in respect of the facilities sanctioned by the Bank to the Borrower, provide the Bank with 1 undated cheques drawn in favour of the Bank totaling to INR 3271.00 Lakhs (Internal Info. - Not required if already in place).			
Guarantees	1. Personal Guarantee of Vimal Agarwal, Kamal Agarwal, Girish Agarwal, Anand Agarwal, Satish Agarwal, Arun Agarwal and Ravindra Agrawal. 2. Personal guarantee of collateral owner.  Latest CA certified Net worth certificate to be submitted by all personal guarantors prior to disbursement (The same shall not be older than 6 months - business specific) and thereafter annually.			
Next Facilities Review Date	10 <sup>th</sup> August 2015			
Processing/Renewal Fee	To be decided at the time of renewal of WC limit and disbursement of Term Loan - IV.			
Standard Penalties & Charges	As per Annexure B attached.			
Stamp duty & Charges	Documentation, Registration, Title Search, ROC Search, Valuation, Insurance etc. On actual amounts expended, to be borne by the Borrower.			
Facility / Security Documents	As per the Bank's legal Department			
Banking Arrangement	Sole Banking (WC)			
Take over Condition	NA			
End - Use of facilities	1. Borrower to undertake that the facilities granted by bank is not used for any other purpose than specified; 2. The borrower to provide self certified End-use certificate on its letter head annually to that effect.			
Submission of financials	1. Audited Financial statement for Mar 31 shall be submitted by December 31, every year 2. Provisional Financial statement for year ended Mar 31, shall be submitted by August 31, every year			
Insurance	1. Comprehensive insurance of vehicle provided as security. 2. Comprehensive insurance of Properties (except land) offered as security. 3. Insurance policy as requested hereafter shall be submitted within 45 days of			

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	disbursement of the facilities; In case of renewed policy: 45 days from expiry of existing policy. 4. The borrower to ensure that the bank's name is noted as sole loss payee on the policy; 5. The Insurance policy should be comprehensive covering all risks and locations; 6. The borrower to provide insurance policy for collateral security for an amount equivalent to replacement value of the collateral.
Other Conditions	1. The Borrower to obtain prior permission of the Bank before raising any further loans/ availing any facilities against the assets offered as security for facilities of the Bank. 2. The Borrower to intimate the Bank at the time of raising any further loans/ availing any facilities from any other Bank or Institution. 3. Any change in shareholding/ directorship / partnership / ownership shall be undertaken with prior permission of the Bank. 4. The Borrower shall not allow any payout by way of Salary to directors / partners (other than professional directors) or by way of interest to other subordinated lenders or by way of dividend to shareholders in case of delay or default in repayment of any of the facilities availed by the Borrower from the Bank or any other Bank or Financial Institution. 5. The working capital facilities granted by the Bank and other Banks both secured and unsecured shall be within the overall working capital requirements assessed by the Bank. 6. The Borrower to route their banking business including foreign exchange, deposits and bill business through the Bank pro-rata to our term loan and working capital exposure. 7. The Borrower shall provide all such permission and approval as may require under any law for the time being in force or pursuant to any provisions of any agreement and/or documents as may required for the purpose of creation of security as mentioned hereinabove . 8. The opinion of the Bank on the fitness/acceptability of the properties as security shall be final, conclusive and binding on the Borrower and Security Provider. 9. Securities offered for one or more facilities and charged to the Bank shall stand as additional securities for all other facilities now granted or to be granted from time to time 10. All the facilities sanctioned shall be subject to the Bank's rules as well as the directives issued by RBI from time to time 11. The Bank reserves the right at any point of time, to revoke or cancel the Facility(ies) sanctioned and/or vary, alter, modify or rescind, amend or change any one or more of the terms & conditions of the Facility, at the Bank's discretion, with such notice as the Bank may deem reasonable & without assigning any reasons. As regards the un-utilised limits, if any under the Facility(ies), the Bank reserves the right at any point of time, to revoke or cancel and/or vary, alter or modify the said un-utilised limits, at the Bank's discretion, without prior notice & without assigning any reasons thereof. 12. The bank reserves the right to increase the interest rate on the sanctioned financial facilities, including increasing the interest spread, in the event of downgrade in Borrower's internal or external rating 13. In the event of borrower desiring to renew the facility for a further term of one year, the borrower is required to intimate the bank in writing of its intention to do before the expiry of the due/ validity date. In the absence of written communication bank reserve the right to suspend the credit facility.

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	14. The borrower to get the Bank's facility rated from the Credit Rating Agency. A copy of the rating letter issued by the Credit Rating Agency to the borrower to be submitted to the Bank along with a covering letter indicating that the rating is accepted by the borrower based on Audited Financials of FY2014 within 6 months from the date of sanction. 15. In the event of the borrower desiring to foreclose the amount the borrower is required to give 30 days advance notice in writing to the bank of its intention to foreclose the account and seek consent from the bank.
Validity for availing Working Capital facilities	The borrower to avail working capital facilities within 3 months of date of sanction letter. The facilities shall stand cancelled if not availed within 3 months.
Specific Conditions	1. Continuation Cash flow arrangements for key principals GM, Bombardier, Wipro & GE. 2. Valuation of at least 25% collateral vehicles to be done as per Bank policy. Lower of RSV / IDV / Valuation shall be considered. 3. Fresh valuation of all existing properties to be done for which valuation is more than 2 years old within 30 days from the date of disbursement of Term Loan - IV or before disbursement of enhanced CC limit, whichever is earlier. 4. Legal and valuation of new collateral properties to be done before disbursement of Term Loan IV. 5. ROC charge of existing as well as proposed exposure to be created within 30 days from the date of disbursement. 6. Borrower to give undertaking that unsecured loan (quasi capital) of Rs. 1.13 Cr as per provisional financials for FY 13-14 shall not be repaid during currency of KMBL limits. 7. Borrower to undertake to maintain TOL/TNW below 4.00 times at all point of time.
Escrow Conditions	NA

Schedule 'I'

Conditions for Cash Credit Facility	
Facility	Cash Credit
Limit	INR 1700 Lakh (Rupees Seventeen Hundred Lakhs Only)
Type	Revolving
Purpose	Working Capital
Validity	The facility so sanctioned by the Bank to the Borrower is revolving in nature and is subject to review that shall be conducted by the Bank and shall at all times be available at the sole discretion of the Bank.
Rate of Interest	To be decided at the time of renewal. The Interest shall be debited to Cash Credit account of the Borrower with the Bank on effective monthly basis.
Drawing Power Calculation	75% of (Raw Material stock <=90 days plus WIP <=90 days plus FG <= 90 days plus Debtors <=90 days less creditors (including LC creditors less inter group receivables) plus Advance to Suppliers less Advance to Customers] less limit / outstanding with other bank / less outstanding under WCDL/ less O/s under Buyer's Credit (Net off Margin)
Submission of Stock Statement	1. Monthly stock & book debts statements shall be submitted by the Borrower in the prescribed format on or before 15th of the succeeding month. 2. Drawing power for cash credit facility shall be calculated by taking margin as specified above.

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Audit Frequency	Frequency of audit is Quarterly
Takeover Conditions	No
Specific Conditions	The Bank reserves a right to levy a Commitment fee as stated under Annexure B in case of Cash Credit utilisation below 50.00%.
Churning Clause	Borrower is required to maintain churning (credit) minimum of 40% of the facility every month failing which an additional interest of 2% p.a. over and above the normal rate will be charged.

Schedule 'II'

Conditions For Working Capital Demand Loan Facility (Sublimit of CC)	
Facility	Working Capital Demand Loan (WCDL) (Sublimit of CC)
Limit	INR 1000 Lakh (Rupees One Thousands Lakhs Only)  This facility shall be a sub-limit of facility cash credit The overall exposure of facilities Cash Credit and Working Capital Demand Loan not to exceed INR 1700 lakh at any point of time subject to specific individual limits.
Type	Revolving
Purpose	Working Capital
Validity	The facility so sanctioned by the Bank to the Borrower is revolving in nature and is subject to review that shall be conducted by the Bank and shall at all times be available at the sole discretion of the Bank.
Tenor	Up to a maximum of 90 days
Rate Of Interest	To be decided at the time of drawdown.  The Interest shall be recovered by way of SI wherever applicable as per RBI guidelines/ ECS / SI / RTGS / NEFT on effective monthly basis.
Disbursement Method	1. The proceeds shall be credited to the current account of the Borrower to be opened with the Bank 2. No automatic roll-over of WCDL shall be allowed. Fresh disbursements shall be allowed only after repayment of earlier tranche on due date with a break of atleast 1 day. In case the entire facility is not drawn, the break of atleast one day shall not apply to the extent of the undrawn amount.
Repayment Method	On demand as per terms and conditions as deemed fit by the Bank
Submission of Stock Statement	Monthly stock & book debts statements shall be submitted by the Borrower in the prescribed format on or before 15th of the succeeding month.
Audit Frequency	Frequency of audit is Quarterly
Specific Conditions	NA
Takeover Conditions	No

Schedule 'VII'

Conditions For Term Loan IV	
Facility	Term Loan
Limit	INR 924 Lakhs (Rupees Nine Hundred Twenty Four Lakhs Only)

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Type	Non-Revolving
Purpose	For purchase of three residential flats at Goregaon (W) Mumbai from Kalpataru Retail Venture Pvt Ltd.
Validity	Up to 3 Months from the date of sanction
Tenor	Maximum 60 months
Rate Of Interest	To be decided at the time of disbursement. The Interest shall be recovered as part of EMIs by way of SI / ECS which shall be banked on respective due dates.
Margin	20%. Margin money receipt of 20% of total registry amount to be provided to KMBL before any disbursement of TL & margin money payment also to be verified from bank statement of the borrower.
Disbursement Method	Disbursement directly in the name of Kalpataru Retail Venture Pvt Ltd. Amount of disbursement will be R.308 lakh each flat or 80% of registry value, whichever is lower.
Repayment Method	1. Loan shall be repaid by way of 60 (number) EMIs starting from month following the month of first disbursement of Term Loan 2. EMIs shall be recovered by ECS" and / or "Standing Instruction" / PDC as per the RBI guidelines (applicable) on respective due dates.
Other Conditions	1. An undertaking from the Borrower that the facility availed by the Borrower from Kotak Mahindra Bank Ltd shall not be used in any kind of capital market activity. 2. Cost overruns shall be borne by the Borrower.
Specific Conditions	1. The Borrower shall provide a Chartered account certificate for total cost within 30 days after disbursement. 2. Hypo of KMBL on share certificates issued by society to be submitted to KMBL within 30 days from the date of disbursement 3. Term will be directly disbursed to the builder, on the date of registration of the sale document. Documents of the property will be collected by KMBL at the time of registration and mortgage to be completed within 5 days from date of disbursal. 4. Legal and valuation of additional collateral properties to be done before disbursement of Term Loan IV.
Takeover Conditions	No

**Schedule 'VIII'**

Conditions For Conditional WCDL*	
Facility	Conditional Working Capital Demand Loan (WCDL)*
Limit	INR 50 Lakh (Rupees Fifty Lakh Only)
Type	Revolving
Purpose	Working Capital
Validity	The facility so sanctioned by the Bank to the Borrower is revolving in nature and is subject to review that shall be conducted by the Bank and shall at all times be available at the sole discretion of the Bank.
Rate Of Interest	To be decided at the time of drawdown. The Interest shall be debited to Cash Credit Account of the Borrower with the Bank on effective monthly basis.
Default/Penal	On such terms and conditions as deemed fit by the bank
Margin	

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Disbursement Method	The proceeds shall be credited to the Cash Credit Account of the Borrower with the Bank
Repayment Method	On demand as per terms and conditions as deemed fit by the Bank
Convenants/ Conditions	<p>The limit available in this facility is a conditional limit. The amount under WCCL will be disbursed on such terms and conditions (including repayment period and rate) and on such approval as may deemed fit by the Bank including but not limited to the borrower providing additional collateral of such value as deemed fit by the Bank.</p> <p>The bank shall grant the facility only on written request from the borrower and such request shall be made to the Bank in writing within reasonable time and the Bank shall have absolute discretion to accept or reject such request.</p>
Security	On such terms and conditions as deemed fit by the bank

Annexure 'B'

Schedule of Charges / Penalty		
Table for Standard Penalty and Additional Charges/Fees		
Type	Deadline	Penalty/Charges/Fees Amount
Non- submission of Monthly/ quarterly Stock & Book Debt Statements	15 <sup>th</sup> of the following month.	INR 5000/- in the subsequent month & INR 10000/- per month from the next month till the statement is submitted
Non- submission of Insurance Policy with Kotak Mahindra Bank as Loss Payee	45 days from the date of disbursement. In case of renewed policy: 45 days from expiry of existing policy	INR 10000/- per month until the policy is submitted
Non- submission of Unaudited Financial for the year ending 31 <sup>st</sup> March	On or before 31 <sup>st</sup> August every year	INR 10000/- per month until the financials are submitted
Non- submission of Audited Financial for the year ending 31 <sup>st</sup> March	On or before 31 <sup>st</sup> December every year	INR 10000/- per month until the financials are submitted
Overdue Charges/ Default/ Penal Rate / Audit Shortfall	On amounts remaining unpaid on due date/ On occurrence of any event of default	3.00% p.m., compounded monthly on outstanding/unpaid amount
Non- submission of Net Worth Statements	On or before 31 <sup>st</sup> December every year	INR 5000/- per month until the Statement is submitted
Non- submission of End Use Certificate	On or before 31 <sup>st</sup> May every year	INR 5000/- per month until the certificate is submitted
Foreclosure Charges	As per Borrowers request	3.00% on the principal outstanding
Prepayment Charges	As per Borrowers request	3.00% of the amount prepaid
Closure Fees	As per Borrowers request	a. In the event, the Borrower closes the working capital facility/ies account/s within 6 months of the first disbursement/utilization of the said

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		facility/ies, the borrowers shall pay to the bank closure fee at the rate of 3.00% of the limit/s sanctioned. b. In the event, the Borrower closes the working capital facility/ies account/s within 12 months of the first disbursement/utilization of the said facility/ies, the borrowers shall pay to the bank closure fee at the rate of 2.00% of the limit/s sanctioned. c. In the event, the Borrower closes the working capital facility/ies account/s within 24 months of the first disbursement/utilization of the said facility/ies, the borrowers shall pay to the bank closure fee at the rate of 1.00% of the limit/s sanctioned.
Temporary Overdraft (TOD) Setting up fees	As per Borrowers request	INR500/- for every request made by the Borrower
Adhoc/Overdraft Setting up fees	As per Borrowers request	INR2500/- for every request made by the Borrower
Non-Compliance with Sanctioned Terms	As per sanction terms	2.00% p.m. on total Exposure for the 1 <sup>st</sup> month of delay, 3.00% p.m. thereafter (Calculated as sum of limits of revolving lines and outstanding of non-revolving lines; limits to which this security extends)
External agency/firm Charges/fees for outsourced activities like, Registration, Title Search, ROC Search, Valuation, Insurance, Audits.		All charges/fees of external agencies/firms shall be debited to the account of borrower.

**Annexure C - List of vehicles provided as security**

1. Continuation of charge by way of Hypothecation over existing 70 commercial vehicles as mentioned below:

Sr no	Name	Model	Make	Regd. No.
1	STOPL	AL 3516	2007	MH06AC 7327
2	STOPL	AL 3516	2007	MH06AC 7328
3	STOPL	AL 3516	2007	MH06AC 7329
4	STOPL	AL 3516	2007	MH06AC 7330
5	STOPL	AL 3516	2007	MH06AC 7331
6	STOPL	AL 3516	2007	MH06AC 7332
7	STOPL	AL 3516	2007	MH06AC 7334
8	STOPL	AL 3516	2007	MH06AC 7336
9	STOPL	AL 3516	2007	MH06AC 7376
10	STOPL	AL 3516	2007	MH06AC 7378
11	STOPL	TATA 3516	2007	MH43 U 0014
12	STOPL	TATA 3516	2007	MH06AC 0045
13	STOPL	TATA 3516	2007	MH06AC 0016

Sr. No.:SL 258683

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14	STOPL	TATA 3516	2007	MH06AC 0017
15	STOPL	TATA 3516	2007	MH06AC 0018
16	STOPL	AL 3516	2006	MH43E 7077
17	STOPL	AL 3516	2006	MH43E 7072
18	STOPL	AL 3516	2006	MH43E 7074
19	STOPL	AL 3516	2006	MH43E 7047
20	STOPL	AL 3516	2006	MH43E 7073
21	STOPL	AL 3516	2006	MH06AC 3434
22	STOPL	AL 3516	2006	MH06AC 3437
23	STOPL	AL 3516	2006	MH06AC 3438
24	STOPL	AL 3516	2006	MH06AC 3435
25	STOPL	AL 3516	2006	MH06AC 3436
26	STOPL	AL 3516	2006	MH43E 7071
27	STOPL	AL 3516	2003	MH04BU 349
28	STOPL	Tata 3516	2004	MH43E0789
29	STOPL	Tata 3516	2004	MH43E0792
30	STOPL	Tata 3516	2004	MH43E0790
31	STOPL	Tata 3516	2004	MH43E0791
32	STOPL	Tata-3516 EX [2]	2005	MH06AB-9798
33	STOPL	Tata-3516 EX [2]	2005	MH06AB-9899
34	Shri Kamalkumar N. Agarwal	Tata-3516 EX [2]	2005	MH06AC-78
35	Shri Kamalkumar N. Agarwal	Tata-3516 EX [2]	2005	MH06AC-79
36	Shri Kamalkumar N. Agarwal	Tata-3516 EX [2]	2005	MH06AC-80
37	Shri Kamalkumar N. Agarwal	Tata-3516 EX [2]	2005	MH06AC-88
38	STOPL	Ashok Leyland-3516	2006	MH06AC-3438
39	STOPL	Tata 3516 EX [2]	2007	MH06AC-7788
40	STOPL	Tata 3516 EX [2]	2007	MH06AC-7888
41	STOPL	Tata 3516 EX [2]	2007	MH06AC-7999
42	STOPL	Tata 3516 EX [2]	2007	MH06AC-7086
43	STOPL	Tata 3516 EX [2]	2007	MH06AC-7127
44	STOPL	Tata 3516 EX [2]	2007	MH06AC-7327
45	STOPL	Tata 3516 EX [2]	2008	MH06 / AQ -1079
46	STOPL	Tata 3516 EX [2]	2008	MH06 / AQ -1121
47	STOPL	Tata 3516	2008	MH 06 AQ 2688
48	STOPL	Tata 3516	2008	MH 06 AQ 2689
49	STOPL	Tata 3516	2008	MH 06 AQ 2932
50	STOPL	Tata 3516	2008	MH 06 AQ 2933
51	STOPL	Tata 3516	2008	MH 06 AQ 2936
52	STOPL	Tata 3516	2008	MH 06 AQ 1078
53	Satish Kumar Agrawal	Tata 3516	2008	MH 06 AQ 890
54	Kamal N Agarwal	Tata 3516	2004	MH 04 CA 1234
55	Deepak Kumar Agrawal	AL 3516	2004	MH 04 CA 3001
56	Arun Kumar Agrawal	AL 3516	2004	MH 04 CA 3004
57	STOPL	LPS 3516 TC	2009	MH 06 AQ 8001
58	STOPL	LPS 3516 TC	2009	MH 06 AQ 8002

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59	STOPL	LPS 3516 TC	2009	MH 06 AQ 6003
60	STOPL	LPS 3516 TC	2009	MH 06 AQ 6004
61	STOPL	LPS 3516 TC	2009	MH 06 AQ 6005
62	STOPL	LPS 3516 TC	2009	MH 06 AQ 6007
63	STOPL	LPS 3516 TC	2009	MH 06 AQ 6008
64	STOPL	LPS 3516 TC	2009	MH 06 AQ 6009
65	STOPL	LPS 3516 TC	2009	MH 06 AQ 6010
66	STOPL	LPS 3516 TC	2009	MH 06 AQ 6011
67	STOPL	LPS 3516 TC	2009	MH 06 AQ 6012
68	STOPL	LPS 3516 TC	2009	MH 06 AQ 6014
69	STOPL	LPS 3516 TC	2009	MH 06 AQ 6015
70	STOPL	LPS 3516 TC	2009	MH 06 AQ 6016

2. First charge by way of hypothecation on 15 additional vehicles as mentioned in Annexure-C.  
(Amt. in Lakh)

Sr No	Registration No	Registered Owner	Make	Model
1	MH06AQ-6568	STOPL	A.L.-3516	2010
2	MH06AQ-6569	STOPL	A.L.-3516	2010
3	MH06AQ-6571	STOPL	A.L.-3516	2010
4	MH06AQ-6572	STOPL	A.L.-3516	2010
5	MH06AQ-6574	STOPL	A.L.-3516	2010
6	MH06AQ-8799	STOPL	A.L.-3516	2010
7	MH06AQ-9299	STOPL	A.L.-3516	2010
8	MH46H-2000	STOPL	A.L.-3518	2011
9	MH46H-3000	STOPL	A.L.-3518	2011
10	MH46H-4000	STOPL	A.L.-3518	2011
11	MH46H-5000	STOPL	A.L.-3518	2011
12	MH46H-6000	STOPL	A.L.-3518	2011
13	MH46H-7000	STOPL	A.L.-3518	2011
14	MH46H-9000	STOPL	A.L.-3518	2011
15	MH46H-9999	STOPL	A.L.-3518	2011

Total RSV of CVs after one year is Rs.6.02 cr.

Note: Service Tax Registration no of Kotak Mahindra Bank Ltd, Mumbai is AAACK4409JST001  
Category of Service, Banking and Other Financial Services.

IN THE HIGH COURT OF JUDICATURE AT  
BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
SUIT NO. OF 2021

Supreme Transport Organisation  
Pvt. Ltd ... Applicants

In the matter between

Supreme Transport Organisation  
Pvt. Ltd ... Plaintiffs

Versus

Mr. AnandkumarNagarmal  
Agrawal ..Defendants

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**INTERIM APPLICATION**

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Dated this day of November, 2021

Valmiky H. Narvekar  
Advocate for Plaintiffs  
52, New, Indradhanu CHS,  
H.M.Patil Marg, Shivaji Park,  
Dadar (West), Mumbai – 400 028  
Mobile: 99300 88405  
Email: valmikynarvekar@gmail.com  
High Court ( O.S. ) No : \_\_\_\_\_  
Advocates Code: I -12038

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. OF 2021

Supreme Transport Organisation Pvt. Ltd  
& Anr. ... Plaintiffs

VERSUS

Mr. Anandkumar Nagarmal Agrawal  
& Ors. ..Defendants

INDEX

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2		Synopsis	A - E
3		Plaint	1 - 30
4		Vakalatnama	31 - 33
5		Memorandum of registered address	34
6		List of documents	35
7	A	Copy of the part of the company petition no. 88 of 2015 without its annexures	36 - 101
8	B	Copy of the above mentioned police complaint dated 20 <sup>th</sup> October 2016	102 - 103
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10	D	Copy of the affidavit in rejoinder dated 13 <sup>th</sup> February, 2017	106 - 127

11	E COLLY	Copies of their resignation letters	128-129
12	F	Copy of resolution passed to that effect by the Company.	130
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(I)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. OF 2021

Supreme Transport Organisation Pvt. Ltd  
& Anr. ... Plaintiffs

VERSUS

Mr. Anandkumar Nagarmal Agrawal  
& Ors. ..Defendants

**PROFORMA**

Office Notes, Office Memorandum of Coram, appearance, Court's Order or direction and Prothonotary's Orders	Court's or Judge's Order.
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Office Notes, Office Memorandum of Coram, appearance, Court's Order or direction and Prothonotary's Orders	Court's or Judge's Order.
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Office Notes, Office Memorandum of Coram, appearance, Court's Order or direction and Prothonotary's Orders	Court's or Judge's Order.
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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. OF 2021

Supreme Transport Organisation Pvt. Ltd  
& Anr.

... Plaintiffs

VERSUS

Mr. Anandkumar Nagarmal Agrawal  
& Ors.

..Defendants

**SYNOPSIS**

**CHALLENGE IN BRIEF:**

Plaintiffs seeks to approach this Hon'ble Court for recovery of amounts from the Defendants the details of the same are more particularly set out in the Particulars of Claim and prayed for other reliefs.

Sr. No.	Date	Events	Exh.	Page Nos.
1		There were certain disputes between the above mentioned majority and minority group of shareholders due to which the minority shareholders approached the Company Law Board by filing Company Petition No. 88 of 2015 against the majority shareholders bearing Company Petition No. 88 of 2015	A	

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2	20.10.2016	Immediately upon the knowledge of the above mentioned facts the Plaintiff filed police complaint thereby narrating the entire incident and requesting police authority to initiate enquiry against the above mentioned Defendants.	B	
3	07.12.2016	Plaintiff after getting the knowledge of the defendants illegal acts vis-à-vis bank account at Malegaon branch, they immediately informed the same to NCLT and NCLT on 7 <sup>th</sup> December, 2016 was pleased to pass order directing the above mentioned defendants to furnish Bank Statement of the said account.	C	
4	13.02.2017	Defendant filed an affidavit in rejoinder wherein they have categorically admitted of withdrawing funds from the said Malegaon bank account. However they have denied that there was any misappropriation of the said amount as alleged by the Plaintiff herein.	D	
5		The Plaintiff states that the Defendant have wrongly withdrawn an amount of <b>Rs. 3,17,88,487.05/-</b>		

(c)

		from the said bank account which rightly belongs to the Plaintiff no.1 company		
6	16.01.2019	During the pendency of the above mentioned company petition Defendant no. 1 & 2 resigned from the Plaintiff Company.	E Colly	
7	27.05.2019	Defendant no.3 was removed as Director of the Plaintiff company on 27 <sup>th</sup> May 2019. Mr. Satish Agarwal passed away on 30 <sup>th</sup> November 2017. Thus his sole legal heir Mr. Deepak Satishkumar Agawral i.e. Defendant no.4 is impleaded herein as party Defendant No.4	F	
8	14.08.2014	There were a total of 16 other properties of the company which were mortgaged with Kotak Mahindra Bank Ltd, in lieu of obtaining a loan which was sanctioned by the said bank vide sanction letter dated 27.12.2010 to the limit of Rs. 14.72 crores. The said loan limit was thereafter revised many times and by August 2014, the total sanctioned limit stood at Rs. 32.48 crores and accordingly the	G	

(D)

		said three flats were added to the list of mortgaged properties. The same is evident from the sanction letter dated 14.08.2014 issued by the Kotak Mahindra Bank Ltd. wherein the said three flats have been added to the Annexure A at serial nos. 17, 18 and 19 as new collateral properties.		
9		Kotak Mahindra Bank Ltd. issued statutory notice under section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act to the Plaintiff company for recovery of Rs.20,24,74,094.07/-. To recover the said amount, the Kotak Mahindra Bank initiated recovery proceedings with the Debts Recovery Tribunal and in pursuance of the said recovery proceedings, an amount of Rs. 13,76,60,876/- was collected by the said bank from the debtors of the Plaintiff No.1 company		
10		The claim of the Plaintiff in respect of both the said illegal acts		

(E)

		committed by the Defendants totals to Rs. 11,06,20,910.06/-		
11		Hence present suit.		

**POINTS TO BE URGED:**

1.

**ACTS AND RULES:**

Code of Civil Procedure, 1908.

**CASE LAWS TO BE CITED:**

Nil at present.

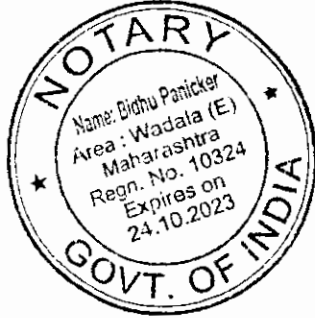
Mumbai )

Dated this day of November, 2021 )



Valmiky H. Narvekar  
Advocate for the Plaintiffs

①



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

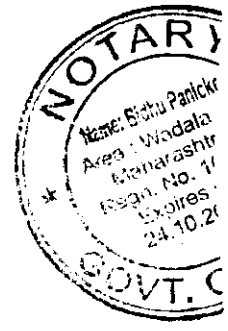
**ORDINARY ORIGINAL CIVIL JURISDICTION**

**SUIT NO. OF 2021**

1. Supreme Transport Organisation Pvt Ltd )  
5B 34 Akshay Mittal Industrial )  
Estate, M V Road, Andheri East, )  
Mumbai 400 059 )
  
2. Captain Anmeet K Agarwal )  
Director, President & CEO )  
Supreme Transport Organisation Pvt Ltd )  
5B 34 Akshay Mittal Industrial )  
Estate, M V Road, Andheri East, )  
Mumbai 400 059 )... Plaintiffs

**VERSUS**

2

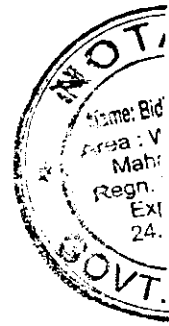


1. Mr. Anandkumar Nagarmal Agrawal )  
Flat No E 12, 3<sup>rd</sup> Floor, )  
Sukhdayak Co-op. Hou.Soc.Ltd., )  
J B Nagar, Andheri East, )  
Mumbai 400059. )
  
2. Mr. Ravindra Anandkumar Agrawal )  
Flat No E 12, 3<sup>rd</sup> Floor, )  
Sukhdayak Co-op. Hou.Soc.Ltd., )  
J B Nagar, Andheri East, )  
Mumbai 400059. )
  
3. Mr. Arun Kishanlal Agarwal )  
Sr. No. 309 Dabriwala Bhawan, )  
Near State Bank of India, )  
Malegaon 423 203. )  
B/103, Sai Shreta Apts No. 52, )  
Manickam Street, Perambur )  
Barracks Road, Chennai 600007, )  
Tamil Nadu. )
  
4. Mr. Deepak Satishkumar Agarwal )  
Legal heir of Mr. Satishkumar Agarwal )  
1901 Iskcon Platinum, SP Ring )  
Road, Bhopal Circle, Bhopal, )  
Ahmedabad 380 058. )... Defendants

**THE PLAINTIFFS ABOVE NAMED STATE AS UNDER :**

1. The Plaintiff No. 1 is a company carrying on business of Transportation, Aviation & Logistics across India, having its registered office at the address mentioned in cause title. Plaintiff No. 2 is the Director, President & CEO of Plaintiff No. 1. The Defendant Nos. 1 to 3 and father of Defendant no.4 i.e. Mr. Satishkumar Agarwal are the erstwhile Directors of the Plaintiff company and are residing at their respective address mentioned in cause title. Plaintiff states that all of the above mentioned Defendants were jointly holding 48% of the total shareholding of the Plaintiff no.1 company, and thus were minority shareholders of the said company at the relevant time. The Plaintiff further states that the majority shareholders and directors consisted of Shri Kamal Agarwal who is Chairman and Managing Director of the Plaintiff no.1 company, Captain Ammeet K Agarwal (Director, President & CEO), Captain Akash Agarwal (Director & Vice President), Shri Vimal J Agarwal (Director) and Shri Girish J Agarwal (Director), who among themselves hold 52% of the total shareholding of the Plaintiff no.1 company.

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2. The Plaintiffs state that there were certain disputes between the above mentioned majority and minority group of shareholders due to which the minority shareholders approached the Company Law Board by filing Company Petition No. 88 of 2015 against the majority shareholders. Following reliefs were sought by the Defendants herein against the Plaintiff in the above mentioned Petition no. 88 of 2015.

**“...22. RELIEF SOUGHT**

*In view of the facts mentioned above, the Petitioners most humbly prays that this Hon'ble Board may be pleased to:-*

**FINAL PRAYER**

*A. To pass appropriate orders under section 397 of the Companies Act, 1956 to regulate the affairs of the company and to end oppressive acts complained thereof and also to pass appropriate directions under Section 398 of the Act thereby ending conduct of affairs of company which are being conducted in manner*



5

*prejudicial to the company and various stakeholders.*

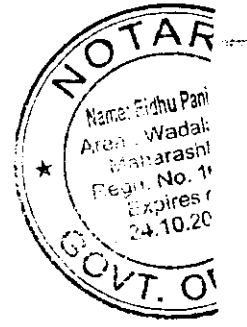
*B. Pass an order of Injunction on the respondents from interfering in the operation, control and management of Transport Division of the respondent no. 1 company.*

*C. Pass an order of cancellation of all agreements entered into by the Respondents which require the consent and approval of Board of Directors of Respondent No. 1 Company.*

*D. To declare and set aside the increase in authorized share capital of the Respondent No. 1 Company from Rs. 10 crores to 20 crores as per forms filed with Registrar of Companies as illegal, unlawful, null and void.*

*E. To declare and set aside the alteration in objects clause of the Respondent No. 1 Company as per forms filed with Registrar of Companies illegal, as unlawful, null and void.*

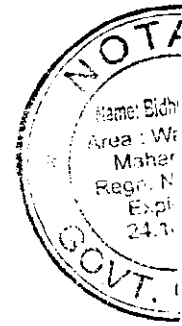
⑤



- F. To declare and set aside the alleged AGM/EOGM Meetings dated 07.09.2015, 10.9.2015 & 18.09.2015 & Board Meetings dated 14.08.2015, 25.08.2015, 10.09.201, 07.11.2015 & 10.11.2015, 18.11.2015 as shown by the respondents of the respondent no. 1 company and all consequential forms filed with RoC as illegal, unlawful, null and void declare resolutions passed therein as illegal and void.*
- G. To set aside appointment of Respondent No. 5 & 6 as Director of the Respondent No. 1 Company w.e.f. 10.09.2015 to be illegal, unlawful, null and void and declare DIR-12 filed thereto with the office of ROC as illegal and void.*
- H. Permanent Injunction be granted restraining the respondents from altering the shareholding pattern and the composition of the Board of Directors of the Company without leave of this Hon'ble Board except as provided hereinabove.*

- I. *Permanent injunction be granted restraining the respondents from diverting the funds and other tangible and intangible resources and assets of respondent No. 1 Company to any other company owned, controlled and managed by the Respondents in any manner whatsoever.*
- J. *The Board of Directors of the Company be superseded and a Committee be appointed comprising equal number of representative of the Petitioner and the respondents on such terms as this Hon'ble Board may deem, fit and proper with a direction to manage and run the affairs of the Company to end the deadlock in the company.*
- K. *Scheme be framed to regulate the management and affairs of the company on such terms and conditions as this Hon'ble Board may deem, fit and proper to end deadlock in the company.*
- L. *Pass such other/ further order/ directions, which this Hon'ble Board may deem fit and*

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*proper in the facts and circumstances of the present case.*

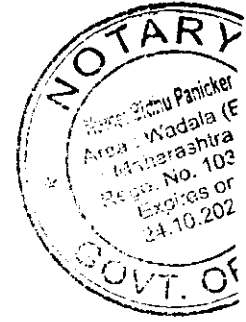
**INTERIM RELIEFS**

- a. *Restrain the Respondents from convening the Extra Ordinary General meeting to be held on 18.12.2015 at the registered office of the Company seeking removal of Petitioner No. 4 from the directorship of Respondent No. 1 Company.*
- b. *Restrain the Respondents from giving effect to the agenda items circulated in the Notice for EOGM dated 18.12.2015.*
- c. *Restrain the Respondents from holding the Board Meetings & Annual General Meetings without prior permission of the Hon'ble Company Law Board.*
- d. *Restrain the respondents from interfering in the Transport Division run and managed by the Petitioners Group*

*including the day-to-day operations and bank operations of the said Division.*

- e. To restrain the Respondents from selling, encumbering, transferring or mortgaging the assets of the Respondent No. 1 Company, land and other assets of the Respondent No. 1 Company including advance given against the properties or creating any third party rights.*
  
- f. Restrain the Respondents from giving effect to the agenda items circulated in the Notice for Board meeting dated 07.11.2015.*
  
- g. Direct the respondents to grant inspection of statutory and other records of Respondent No. 1 Company in the capacity as shareholders and Directors of the Company.*

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- h. Direct the respondents that all cheques of the respondent company be signed jointly by petitioner and respondent group.*
- i. Direct Registrar of Companies to block all future filings and mark the company as management dispute for the benefit of general public at large.*
- j. Pass such other/ further order/ directions, which this Hon'ble Board may deem fit and proper in the facts and circumstances of the present case....”*

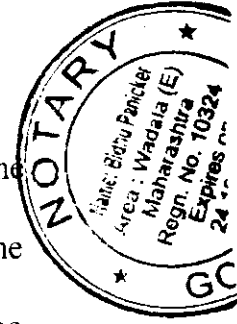
A copy of the part of the company petition no. 88 of 2015 without its annexures is annexed hereto and marked as Exhibit 'A'.

- 3. The Plaintiff states that during the pendency of the above mentioned Company Petition, the Plaintiff became aware about the illegal acts of the Defendants by which the Defendant nos. 1 to 3 and the father of Defendant no.4 had

misappropriated the payments which were due to the Plaintiff no.1 Company from various third parties.

4. The Plaintiff state that since the company is in business of transportation, in the routine course due to accidents of company vehicles and / or damages to the same the Plaintiff no.1 is required to obtain necessary insurance and accordingly the company received the same from their insurance agents. The Plaintiff further states that they also received payment from their customers and /or their Vendors in the usual course of business and the same is done through the usual bank account of Plaintiff No.1 company situated at Mumbai. The Plaintiff states that in its usual course of business, the Plaintiff makes all the above mentioned transactions through three separate accounts i.e. Kotak Mahindra Bank, HDFC Bank and PNB situated at Mumbai.
5. The Plaintiff state that the above mentioned Defendant nos. 1 to 3 and father of Defendant no.4 jointly and severally tried to siphon off huge amounts from the bank account of Plaintiff no.1 company situated at Bank of Baroda, Malegaon branch. The Plaintiff further states that during the

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pendency of the above mentioned company petition, the Plaintiff became aware of the above mentioned facts. All the above mentioned Defendants tried to pursue the insurance company as well as third party Vendors to deposit the insurance claim amount and payment amount in the Malegaon branch of Defendant No.1 company. The Defendant there after would siphon the said amount under various false pretext i.e. Director's remuneration, bilty freight refund, insurance claim expenses, rent etc. However, in reality these said amounts were illegally withdrawn by the Defendants for their personal use.

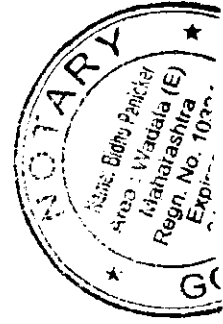
6. The Plaintiff states that, immediately upon the knowledge of the above mentioned facts the Plaintiff filed police complaint dated 20<sup>th</sup> October 2016 thereby narrating the entire incident and requesting police authority to initiate enquiry against the above mentioned Defendants. A copy of the above mentioned police complaint dated 20<sup>th</sup> October 2016 is annexed hereto and marked as **Exhibit 'B'**.
7. The Plaintiff states that, the Plaintiff after getting the knowledge of the defendants illegal acts vis-à-vis bank

account at Malegaon branch, they immediately informed the same to NCLT and NCLT on 7<sup>th</sup> December, 2016 was pleased to pass order directing the above mentioned defendants to furnish Bank Statement of the said account. The Copy of the said order dated 7<sup>th</sup> December, 2016 is annexed herewith and marked as Exhibit 'C'. Relevant part of the above mentioned order dated 7<sup>th</sup> December, 2016 is reproduced herein.

*"...2. Looking at the Petition, it appears that the Respondents want removal of P4 as Director of the company on the allegation that P4 has siphoned funds of the company. For which it appears they filed a complaint before EOW and the investigation is pending..."*

*"...3. On hearing the deliberations of the other side in respect to account in Bank of Baroda situated in Malegaon, for the Petitioners side has agreed to give financial statements of that account on weekly basis to the Respondents, the Petitioners are directed to give*

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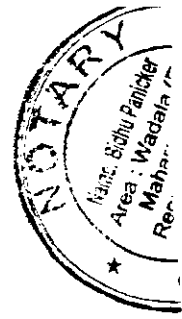
*financial statements and other details in respect to that Account on weekly basis since 1.4.2016.”*

8. The Plaintiff states that pursuant to the above directions the defendants provided Bank Statement of the said account from 1<sup>st</sup> April, 2016.
9. The Plaintiff states that on a clear perusal of the above mentioned account, it can be seen that the defendants have been withdrawing the amounts from the said account illegally and are trying to show that the said withdrawal is genuine, and the amount withdrawn are towards the expenses incurred by the Plaintiff No. 1 Company.
10. The Plaintiff further states that, the above mentioned Defendant filed an affidavit in rejoinder wherein they have categorically admitted of withdrawing funds from the said Malegaon bank account. However they have denied that there was any misappropriation of the said amount as alleged by the Plaintiff herein. A copy of the said affidavit in rejoinder dated 13<sup>th</sup> February, 2017 is annexed hereto and marked as **Exhibit 'D'**.

11. The Plaintiff states that the Defendant have wrongly withdrawn an amount of **Rs. 3,17,88,487.05/- (Rupees Three Crore Seventeen Lakh Eighty Eight Thousand Four Hundred Eighty Seven and Five Paise Only )** from the said bank account which rightly belongs to the Plaintiff no.1 company. The Plaintiff further states that following are the details and manner in which the Defendant jointly and severally withdrew the following amount from the account of Plaintiff no.1.

<b>BANK OF BARODA MALEGAON (SUMMARY)</b>		
<b>1<sup>st</sup> April, 2016 to 31<sup>st</sup> December, 2016</b>		
<b>Particular</b>	<b>Receipt</b>	<b>Payment</b>
<b>Balotra Branch Office</b>	72,17,305/-	
United India Insurance	1,29,60,319/-	
Common Party	4,07,989/-	
Technologies Fronties India Pvt Ltd	10,50,500/-	
<b>Chennai Branch Office</b>	34,77,808/-	
<b>Jodhpur Branch</b>	10,24,812/-	

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Office		
Anand N Agarwal		15,66,240/-
Arun Kumar Agarwal		25,57,791/-
Satish K Agarwal		51,22,535/-
Bank Charges		10,550.05/-
Bilty Freight Refund		74,37,294/-
Claim Expenses		1,46,98,227/-
Rent payable Account		61,000/-
Ashram Hooda		18,000/-
Subham Hooda		6,000/-
Kuldeep		5,000/-
Payments 2017		2,05,850/-
Supreme Freightway Carriers		1,00,000/-
Hi-Tech Textile	34,130/-	
<b>Pali Branch Office</b>	<b>42,77,550/-</b>	
<b>Surat Branch Office</b>	<b>4,71,505/-</b>	
<b>Grand Total</b>	<b>3,09,21,918.00</b>	<b>3,17,88,487.05</b>

12. The Plaintiff states that Defendant no. 1 & 2 in order to misuse the funds of Plaintiff no. 1 company tried to grab the property of Plaintiff no.1 company i.e. Flat nos. 143, 153, 233 situated at Kalpataru Pinnacle, opposite Inorbit Mall,

Goregaon (West), which were jointly valued for more than Rs. 19 crore at the relevant time. The Plaintiff further states that since the Plaintiff objected to the above mentioned conduct of Defendant nos. 1 and 2, the said Defendants were squatting on the above mentioned properties for more than 2 years without permission or any authorization from the Plaintiff company. The Plaintiff company is hence claiming damages from the Defendants to the tune of Rs.3,18,03,957/- (Rupees Three Crore Eighteen Lakh Three Thousand Nine Hundred Fifty Seven Only) due to the unauthorized use of the said flats by the said Defendant no. 1 & 2.

13. The Plaintiff states that during the pendency of the above mentioned company petition Defendant no. 1 & 2 resigned from the Plaintiff company of 16<sup>th</sup> January 2019. Copies of their resignation letters are annexed hereto and marked as Exhibit 'E' (Colly). The Plaintiffs state that Defendant no.3 was removed as Director of the Plaintiff company on 27<sup>th</sup> May 2019. A copy of resolution passed to that effect by the company is annexed hereto to and marked as Exhibit 'F'. The Plaintiffs further state that Mr. Satish Agarwal passed

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away on 30<sup>th</sup> November 2017. Thus his sole legal heir Mr. Deepak Satishkumar Agawral i.e. Defendant no.4 is impleaded herein as party Defendant No.4.

14. The Plaintiff states that, it is clear from the above mentioned facts that the Defendants have together acted in a planned manner in order to misappropriate the amounts rightly belonging to the Plaintiff company, and thereby have caused enormous loss of interest as well to Plaintiff company. The Plaintiffs state that as above said, the Defendant Nos. 1 and 2 had without any authority and illegally, occupied three residential flats being Flat Nos. 143, 153 and 233 situated in a building known as Kalpataru Pinnacle, Opposite Inorbit Mall, Mulund Link Road, Goregaon (West), Mumbai – 400 104 which are in fact the properties of the Plaintiff No.1 company. There were a total of 16 other properties of the company which were mortgaged with Kotak Mahindra Bank Ltd, in lieu of obtaining a loan which was sanctioned by the said bank vide sanction letter dated 27.12.2010 to the limit of Rs. 14.72 crores. The said loan limit was thereafter revised many times and by August 2014, the total sanctioned

limit stood at Rs. 32.48 crores and accordingly the said three flats were added to the list of mortgaged properties. The same is evident from the sanction letter dated 14.08.2014 issued by the Kotak Mahindra Bank Ltd. wherein the said three flats have been added to the Annexure A at serial nos. 17, 18 and 19 as new collateral properties. Annexed hereto and marked as Exhibit "G" is a copy of the said sanction letter dated 14.08.2014 issued by the Kotak Mahindra Bank Ltd.

15. The Plaintiff states that the Kotak Mahindra Bank Ltd. issued statutory notice under section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act to the Plaintiff company for recovery of Rs.20,24,74,094.07/-. To recover the said amount, the Kotak Mahindra Bank initiated recovery proceedings with the Debts Recovery Tribunal and in pursuance of the said recovery proceedings, an amount of Rs. 13,76,60,876/- was collected by the said bank from the debtors of the Plaintiff No.1 company. To satisfy the remaining outstanding amount, two of the flats mentioned

20



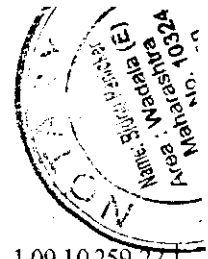
above, i.e. Flat Nos. 233 and 143 were sold by the said bank by conducting auction of the same on 04.10.2019 and 03.03.2020 respectively. In the said auction proceedings, Flat No. 143 was sold for Rs. 5,01,00,000/- and Flat No. 233 was sold for Rs. 5,15,00,000/-. The Plaintiffs state that in the said manner, the entire outstanding loan as stated above was satisfied by the Plaintiff No.1 Company. The said bank is in the process of releasing all the encumbrance/charge upon all the remaining 17 properties as mentioned in the Annexure A of the sanction letter dated 14.08.2014. In the said Annexure A, the properties mentioned at serial nos. 9, 11 and 14 stand in the name of the Defendants. The property at serial no. 9, i.e. Plot No. A-5, Khasra No. 14/1/1, Khde Road Temavass, Balotara, Badmer, Rajasthan stands in the name of the Defendant No.1 and the father of the Defendant No.4 Mr. Satishkumar Agarwal. The property at serial no. 11, i.e. Plot No.28, Transport Nagar, Pali, Rajasthan stands in the name of the father of the Defendant No.4 Mr. Satishkumar Agarwal. The property at serial no. 14, i.e. residential property being Flat No. E-12, Sudhayak Cooperative

Housing Society, JB Nagar, Andheri (East), Mumbai – 400  
059 stands in the name of the Defendant No.2.

16. The Plaintiffs state that the present Suit has been filed in view of the illegal and unauthorized withdrawals made by the Defendants and for unauthorized use and occupancy of the properties of the Plaintiff No.1 company. The claim of the Plaintiff in respect of both the said illegal acts committed by the Defendants totals to Rs. 11,06,20,910.06/- (Rupees Eleven Crores Six Lakh Twenty Thousand Nine Hundred and Ten and Six Paise Only). The same have been set out and explained in detail in the table mentioned hereinunder :

Sr	Name	Principal	Particulars	Last Statement Date for withdrawal	No. of Days	Interest @24%	Total
1.	Mr. Arun Agarwal	81,90,633.75/-	Unauthorized withdrawal from Company's Account	09.09.2019 – 01.11.2021	784 days	42,22,327.80	1,24,12,961.55

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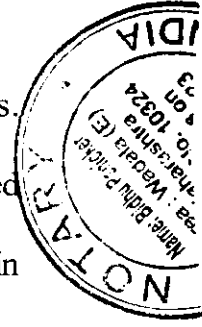
2.	Mr. Anand Agarwal	71,99,082.75/-	Unauthorised withdrawal from Company's Account	09.09.2019 - 01.11.2021	784 days	37,11,176.47	1,09,10,259.22
		96,00,000.00/-	Damages for using Company Property (Rs. 2 Lakh p/m)	01.02.2015 - 06.02.2019	1466 days	92,53,873.97	1,88,53,873.97
		10,01,319.00/-	Society Maintenance	01.02.2015 - 06.02.2019	1466 days	9,65,216.65	19,66,535.65
	Total	<b>1,78,00,401.75</b>				<b>1,39,30,267.09</b>	<b>3,17,30,668.84</b>
3.	Mr. Deepak Agrawal s/o late Mr. Satish Agarwal	1,07,55,377.75/-	Unauthorised withdrawal from Company's Account	09.09.2019 - 01.11.2021	784 days	55,44,470.90	1,62,99,848.65

4.	Mr. Ravindra Agarwal	56,32,842.75/-	Unauthorized withdrawal from Company's Account	09.09.2019 - 01.11.2021	784 days	29,03,769.02	85,36,611.77
		1,92,00,000.00/-	Damages for using Company Property (Rs. 2 Lakh p/m)	01.02.2015 - 06.02.2019	1466 days	1,85,07,747.95	3,77,07,747.95
		20,02,638.00/-	Society Maintenance	01.02.2015 - 06.02.2019	1466 days	19,30,433.30	39,33,071.30
	Total	2,68,35,480.75				2,33,41,950.27	5,01,77,431.02
TOTAL 1+2+3+4							11,06,20,910.06

17. The Plaintiffs state that in view of the past conduct of the Defendants as explained hereinabove, there is a grave possibility that the said three properties standing in name of the Defendants could be disposed of by the Defendants by selling, mortgaging, creating any third party rights and/or parting with possession thereof in order to purposely defeat

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the lawful claim of the Plaintiffs of the sum of Rs. 11,06,20,910.06/- which had been explained and described in detail in the above paragraphs. The Plaintiffs state that in the event of such a situation taking place, the execution of decree which may be passed in favour of the Plaintiffs shall be obstructed and delayed. Hence, it is utmost necessary that the properties mentioned above at serial nos. 9, 11 and 14 in the sanction letter dated 14.08.2014 be attached before judgment or to furnish such security or deposit such sum in this Hon'ble Court, as may be sufficient to satisfy the decree. It is also necessary that pending the hearing and final disposal of the present Suit, the Defendants be restrained by an order of temporary injunction from selling, mortgaging, creating any third party rights and/or parting with possession in respect of the said properties. It is also necessary that a Court Receiver be appointed in respect of the said properties to take possession and custody thereof. Hence, the Plaintiffs have also filed a separate Interim Application under Order 38 Rule 5, Order 39 Rules 1 and 2 and Order 40 Rule 1 of the CPC, 1908 for the said reliefs.



18. **Jurisdiction** – The Plaintiffs state that the cause of action in the above suit has arisen in Mumbai. The claim in the present Suit is of recovery of Rs. 11,06,20,910.06/- (Rupees Eleven Crores Six Lakh Twenty Thousand Nine Hundred Ten and Six Paise Only), i.e. more than Rs. 1 Crore. Hence, this Hon'ble Court has territorial as well as pecuniary jurisdiction to try and decide the present Suit.
19. **Limitation** –The Plaintiffs state that the cause of action for filing the present Suit arose in the year 2015 when the Defendants illegally started to use the properties of the Plaintiff No.1 company and to withdraw and siphon off huge amounts from the bank accounts of the Plaintiff No.1 company and during the pendency of Company Petition No. 88 of 2015. The said cause of action further arose on 06.02.2019 when the Defendant Nos. 1 and 2 had to vacate the company flats by orders of the Hon'ble Debt Recovery Tribunal. The said cause of action further arose in September, 2019 when the Defendants continued to further withdraw such amounts illegally and it continued to arise thereafter. Hence, it is stated that the present suit which is

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filed for recovery and damages is filed well within the period of limitation as prescribes under the Limitation Act, 1963 and the same is not time barred in any way whatsoever.



20. **Court Fees** –The total claim for recovery and damages in the present Suit is of Rs. 11,06,20,910.06/- (Rupees Eleven Crores Six Lakh Twenty Thousand Nine Hundred Ten and Six Paise Only) and accordingly the present Suit has been valued by the Plaintiffs under section 6 (i) of the Maharashtra Court Fees Act, 1959 and have paid the maximum court fees of Rs. 3 Lakhs upon the reliefs claimed in the present Suit. The particulars of claim are annexed hereto and marked as **Exhibit “H”**.

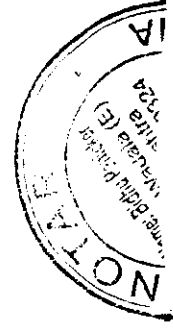
21. The Plaintiffs state that the Plaintiffs are entitled for the reliefs as prayed for herein below, if such reliefs are not granted in favour of the Plaintiffs, the Plaintiff will suffer grave harm, injury and loss which cannot be compensated in terms of money, on the contrary no loss or prejudice will be caused to the Defendants as the balance of convenience is in favour of the Defendants.

22. The Plaintiffs have not filed any Suit, Application or Petition before any Court or Hon'ble High Court, or Hon'ble Supreme Court of India save and except the present Suit before this Hon'ble Court.
23. The Plaintiffs crave leave to add, alter, amend, modify and/or rescind any of the paragraphs as and when found necessary.
24. The Plaintiffs crave leave to refer to and rely upon the documents a list whereof is annexed herewith.
25. Hence, the Plaintiffs most respectfully pray as under :
- a) That this Hon'ble Court be pleased to pass a decree of recovery of money in view of illegal and unauthorized withdrawals from the bank accounts of the Plaintiff No.1 company against the Defendant Nos. 1 to 4 to jointly and severally pay the sum of Rs. 4,81,59,681.19/- (Rupees Four Crores Eighty One Lakh Fifty Nine Thousand Six Hundred Eighty One and Nineteen Paise Only)
  - b) That this Hon'ble Court be please to pass a decree of damages for unauthorized use of the properties of the

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Plaintiff No.1 company against the Defendant Nos. 1 and 2 to jointly and severally pay the sum of Rs. 6,24,61,228.87/-/- (Rupees Six Crores Twenty Four Lakhs Sixty One Thousand Two Hundred Twenty Eight and Eighty Seven Paise Only) to the Plaintiffs along with interest at the rate of 24 percent per annum till the date of realization of the amount;


- c) That this Hon'ble Court be pleased to restrain the Defendants, their representatives, heirs, servants or any other person/s authorized by them by an order of injunction from parting with possession and /or mortgaging and/or creating any third party rights and interests in the properties mentioned at Serial Nos. 9, 11 and 14 mentioned in the Annexure A of sanction letter dated 14.08.2014 issued by the Kotak Mahindra Bank Ltd. (annexed hereto as Exb. 'G');
- d) That this Hon'ble Court be pleased to pass an order of attachment before judgment under Order 38 Rule 5 of the CPC, 1908 and direct that the properties mentioned at Serial Nos. 9, 11 and 14 mentioned in the Annexure A of sanction letter dated 14.08.2014 issued by the Kotak Mahindra Bank




Ltd. (annexed hereto as Exb. 'G') be attached forthwith by the concerned authorized person from this Hon'ble Court;

- e) That this Hon'ble Court be pleased to appoint a Court Receiver under Order 40 Rule 1 of the CPC, 1908 in respect of the properties mentioned at Serial Nos. 9, 11 and 14 mentioned in the Annexure A of sanction letter dated 14.08.2014 issued by the Kotak Mahindra Bank Ltd. (annexed hereto as Exb. 'G') and thereby direct the said Court Receiver to immediately take possession of the said properties;
- f) Costs of the present Suit be awarded;
- g) Such other and further reliefs as this Hon'ble Court may deem fit be granted.

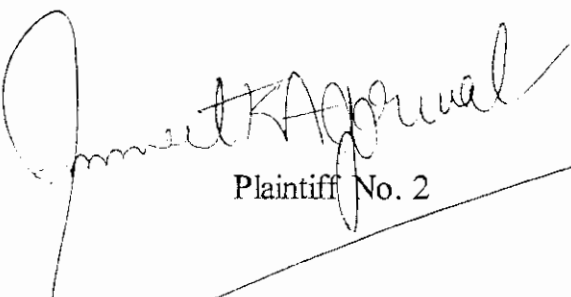
Dated this            day of November, 2021

  
Advocate for Plaintiff

P.S. SUPREME TRANSPORT ORGANIZATION PVT. LTD

  
Authorized Signatory

Plaintiff No. 1

  
Plaintiff No. 2

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**VERIFICATION**

I, Mr. Varun Kakria, aged 31 years, of Mumbai, Indian Inhabitant, adult, the Authorised Representative of the Plaintiff No. 1 Company, M/S Supreme Transport Organisation Pvt Ltd, having registered office at 5B 34 Akshay Mittal Industrial estate, M V Road, Andheri East, Mumbai 400 059, do hereby solemnly affirm and declare that what is stated in paragraphs nos. 1 to \_\_\_ hereinabove are true and correct to my own knowledge and I believe the same to be correct.

Solemnly declared at Mumbai )

Dated this 16<sup>th</sup> day of November 2021 )

For SUPREME TRANSPORT ORGANISATION PVT LTD

*[Signature]*  
Authorised Signatory

Before me,

**BEFORE ME**

*[Signature]*

**BIDHU PANICKER**  
B.Com. LL.B.  
ADVOCATE HIGH COURT  
NOTARY (Govt. of India)  
Res: 303, Sandeep Apt., Plot No. A/197,  
Sector-20, Near Balaji Temple,  
Nerul (W), Navi Mumbai, Maharashtra.

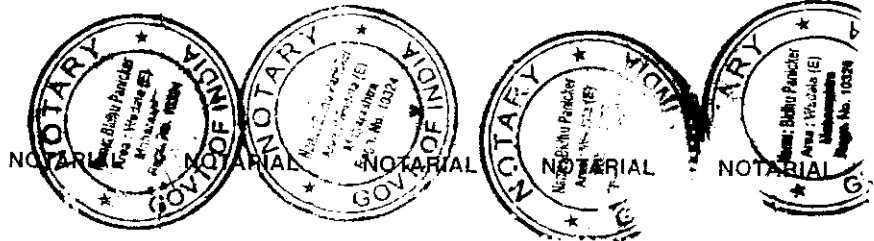
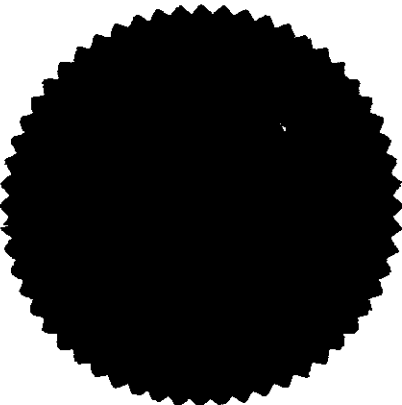
Identified and explained by me,

*[Signature]*

Advocate for the Plaintiffs  
Seen original Board  
Resolution dated  
1/3/2021  
*[Signature]*

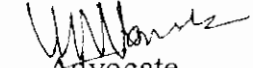
**Notary Reg. Sr. No. 8645/2021  
In Book No. VII**

**16 NOV 2021**



(31)

Note: We are not members of Advocate's Welfare Fund, therefore, Rs.2.00 stamp is not affixed herewith.

  
Advocate

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

**ORDINARY ORIGINAL CIVIL JURISDICTION**

**SUIT NO. OF 2021**

1. Supreme Transport Organisation Pvt Ltd )  
5B 34 Akshay Mittal Industrial )  
Estate, M V Road, Andheri East, )  
Mumbai 400 059 )
2. Captain Ammeet K Agarwal )  
Director, President & CEO )  
Supreme Transport Organisation Pvt Ltd )  
5B 34 Akshay Mittal Industrial )  
Estate, M V Road, Andheri East, )  
Mumbai 400 059 )... Plaintiffs

**VERSUS**

1. Mr. Anandkumar Nagarmal Agrawal )  
Flat No E 12, 3<sup>rd</sup> Floor, )  
Sukhdayak Co-op. Hou.Soc.Ltd., )  
J B Nagar, Andheri East, )  
Mumbai 400059. )
2. Mr. Ravindra Anandkumar Agrawal )  
Flat No E 12, 3<sup>rd</sup> Floor, )

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- Sukhdayak Co-op. Hou.Soc.Ltd., )  
J B Nagar, Andheri East, )  
Mumbai 400059. )
3. Mr. Arun Kishanlal Agarwal )  
Sr. No. 309 Dabriwala Bhawan, )  
Near State Bank of India, )  
Malegaon 423 203. )  
B/103, Sai Shreta Apts No. 52, )  
Manickam Street, Perambur )  
Barracks Road, Chennai 600007, )  
Tamil Nadu. )
4. Mr. Deepak Satishkumar Agarwal )  
Legal heir of Mr. Satishkumar Agarwal )  
1901 Iskcon Platinum, SP Ring )  
Road, Bhopal Circle, Bhopal, )  
Ahmedabad 380 058. )... Defendants

To  
Prothonotary & Sr. Master,  
High Court, O.O.C.J.  
Fort, Mumbai.

Sir,

**VAKALATNAMA**

I, Mr. Varun Kakria, aged 31 years, of Mumbai, Indian Inhabitant, adult, the Authorised Representative of the Plaintiff No. 1 Company, M/S Supreme Transport Organisation Pvt Ltd, having registered office at 5B 34 Akshay Mittal Industrial Estate, M V

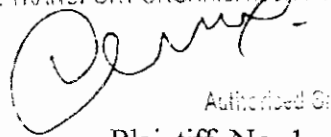
Road, Andheri East, Mumbai 400 059, do hereby appoint Valmiky H. Narvekar, Advocates, High Court, Mumbai, to act, appear and plead on my behalf in the above matter.

IN WITNESS WHEREOF, I have set and subscribed my hands to this writing.

MUMBAI, Dated, this            day of August, 2012

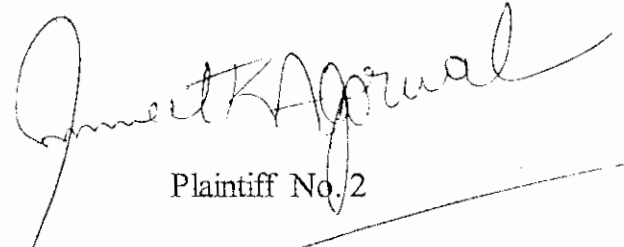
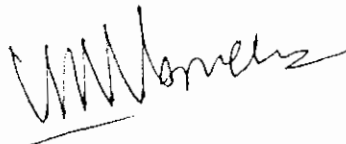
ACCEPTED:

For SUPREME TRANSPORT ORGANISATION PVT LTD



Authorized Signatory

Plaintiff No. 1



Plaintiff No. 2

Valmiky H. Narvekar  
Advocate for Plaintiffs  
52, New, Indradhanu CHS,  
H.M.Patil Marg, Shivaji Park,  
Dadar (West), Mumbai – 400 028  
Mobile: 99300 88405  
Email: valmikynarvekar@gmail.com  
High Court ( O.S. ) No : \_\_\_\_\_  
Advocates Code: I -12038  
Bar Council Enrollment No : MAH/4264/2014

IN THE HIGH COURT OF JUDICATURE AT  
BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
SUIT NO. OF 2021

Supreme Transport Organisation  
Pvt. Ltd ... Plaintiffs  
Versus

Mr. Anandkumar Nagarmal  
Agrawal ..Defendants

---

**VAKALATNAMA**

---

Dated this day of November, 2021

Valmiky H. Narvekar  
Advocate for Plaintiffs  
52, New, Indradhanu CHS,  
H.M.Patil Marg, Shivaji Park,  
Dadar (West), Mumbai – 400 028  
Mobile: 99300 88405  
Email: valmikynarvekar@gmail.com  
High Court ( O.S. ) No : \_\_\_\_\_  
Advocates Code: I -12038  
Bar Council Enrollment No : MAH/4264/2014

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. OF 2021

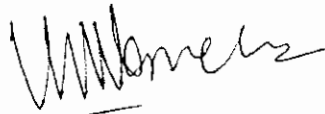
Supreme Transport Organisation Pvt. Ltd  
& Anr. ... Plaintiffs

VERSUS

Mr. Anandkumar Nagarmal Agrawal  
& Ors. ..Defendants

**MEMORANDUM OF REGISTERED ADDRESS:**

Valmiky H. Narvekar  
Advocate for Petitioner  
52, New, Indradhanu CHS,  
H.M.Patil Marg, Shivaji Park,  
Dadar (West), Mumbai – 400 028  
Mobile: 99300 88405  
Email: valmikynarvekar@gmail.com  
High Court ( O.S. ) No : \_\_\_\_\_  
Advocates Code: I -12038  
Bar Council Enrollment No : MAH/4264/2014



Valmiky H. Narvekar  
Advocate for the Plaintiff

## IN THE HIGH COURT OF JUDICATURE AT BOMBAY

## ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. OF 2021


Supreme Transport Organisation Pvt. Ltd  
& Anr. ... Plaintiffs

VERSUS

Mr. Anandkumar Nagarmal Agrawal  
& Ors. ..Defendants

LIST OF DOCUMENTS

Sr. No.	Particulars
1	Copy of the part of the company petition no. 88 of 2015 without its annexures
2	Copy of the above mentioned police complaint dated 20 <sup>th</sup> October 2016
3	Copy of the order dated 7 <sup>th</sup> December, 2016
4	Copy of the affidavit in rejoinder dated 13 <sup>th</sup> February, 2017
5	Copies of their resignation letters
6	Copy of resolution passed to that effect by the Company.
7	Copy of the sanction letter dated 14.08.2014 issued by the Kotak Mahindra Bank Ltd.
8	Particulars of claim
9	Any other documents with the permission of this Hon'ble Court



Valmiky H. Narvekar  
Advocate for the Plaintiffs



Exhibit "A"

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BEFORE THE HON'BLE COMPANY LAW BOARD,  
MUMBAI BENCH, MUMBAI

COMPANY PETITION NO . . . . . (MB) OF 2015

IN THE MATTER OF :

THE COMPANIES ACT, 1956 - SECTIONS 397, 398, 402, 403 AND / OR OTHER  
APPLICABLE PROVISIONS OF THE COMPANIES ACT, 1956 AND OTHER  
APPLICABLE PROVISIONS OF COMPANIES ACT, 2013

AND

IN THE MATTER OF

MR. SATISH KISANLAL AGARWAL & Others

Versus

SUPREME TRANSPORT ORGANISATION PVT. LTD. & Others

Index

Sr. No.	Particulars	Pages
1.	Memo of parties	1 - 2
2.	Synopsis of dates of Events	3 - 9
3.	Petition Under Section 397 & 398 read with sections 402, 403, 406, and 235 of the Companies act, 1956 read with regulation 44 of the Company law board regulations, 1991 and other applicable provisions of companies act, 2013 against acts of oppression and mismanagement along with supportive affidavit	10 - 60
4.	Affidavit verifying the Petition	60A - 60D
5.	Annexure P- 1: A copy of the Memorandum and Articles of Association of the Company	61 - 113
6.	Annexure P- 2 (colly): Annual returns of the year ending 31.03.2014 along with Balance Sheets for the year ending 31.03.2012, 31.03.2013, 31.03.2014 and 31.3.2015	114 - 352
7.	Annexure P- 3: Form No. PAS-3 reflecting the allotment of shares to the shareholders in a meeting convened on 23.03.2015	353 - 360
8.	Annexure P- 4: Copy of the sanction letter	361 - 380

9.	Annexure P- 5 (Colly): Copy of Certificate of Incorporation, Memorandum & Articles of Association of M/s Sangeeta Aviation Services Pvt. Ltd.	381 - 401
10.	Annexure P- 6: Copy of the trail emails during the period from 8.8.2015 to 20.8.2015	402 - 406
11.	Annexure P- 7(colly): Statement of Bank account evidencing the misuse of funds of the company	407 - 413
12.	Annexure P- 8: Copy of Bank Statement for the period from 01.04.2015 to 31.10.2015	414 - 417
13.	Annexure P- 9: Copy of the email dated 29.10.2015 addressed to Respondent No. 5	418
14.	Annexure P- 10: Copy of the said notice of Board meeting along with Agenda and addendum	419 - 420
15.	Annexure P- 11: Copy of the emails dated 07.11.2015 sent by the petitioners	421 - 425
16.	Annexure P- 12: Copy of the email dated 07.11.2015	426 - 454
17.	Annexure P- 13: Copy of the Notice for Board Meeting dated 03.11.2015 and its withdrawal	455 - 456
18.	Annexure P- 14: Copy of three Bank Drafts	457 - 458
19.	Annexure P- 15: A copy of the notice dated 18.12.2015 for the Extra Ordinary General Meeting along with the explanatory statement 1956	459- 465
20.	Annexure P- 16: Copy of form MGT-14 dated 25.08.2015 reflecting the increase in authorized share capital of the Company	466 - 473
21.	Annexure P- 17: Copy of Altered Memorandum and Articles of Association the Company	474 - 492
22.	Annexure P- 18: Copy of Form No. MGT 14 reflecting the alteration in the objects clause dated 07.09.2015	493 - 517
23.	Annexure P- 19: Copy of Form DIR 12 filed with the Registrar of companies	518 - 533
24.	Annexure P- 20: Power of Attorney / Vakalatnama	534 - 540

BEFORE THE HON'BLE COMPANY LAW BOARD,  
MUMBAI BENCH, MUMBAI

COMPANY PETITION NO ..... (MB) OF 2015

IN THE MATTER OF :

THE COMPANIES ACT, 1956 - SECTIONS 397, 398, 402, 403 AND / OR OTHER  
APPLICABLE PROVISIONS OF THE COMPANIES ACT, 1956 AND OTHER  
APPLICABLE PROVISIONS OF COMPANIES ACT, 2013

AND

IN THE MATTER OF

MR. SATISH KISANLAL AGARWAL & Others

Versus

SUPREME TRANSPORT ORGANISATION PVT. LTD. & Others

Memo of parties

1. MR. SATISH KISANLAL AGARWAL  
R/O- DABRIWALA BHAWAN, NEAR SBI  
MALEGAON, NASIK-42303
2. MR. ARUN KUMAR KISANLAL AGARWAL  
R/O- DABRIWALA BHAWAN, NEAR SBI  
MALEGAON, NASIK-42303
3. MR. ANANDKUMAR NAGARMAL AGRAWAL  
R/O- DABRIWALA BHAWAN, NEAR SBI  
MALEGAON, NASIK-42303
4. MR. RAVINDRA ANANDKUMAR AGRAWAL  
R/O- 703, MISTRY COMPLEX, J.B. NAGAR,  
ANDHERI (EAST), MUMBAI- 110059

..... PETITIONERS

VERSUS

1. M/S SUPREME TRANSPORT ORGANISATION PVT. LTD.  
HAVING ITS REGISTERED OFFICE AT  
5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V. ROAD  
ANDHERI (EAST), MUMBAI,  
MAHARASHTRA- 400059

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2

2. MR. KAMAL N. AGARWAL  
R/O- 703, MISTRY COMPLEX, J.B. NAGAR,  
ANDHERI (EAST), MUMBAI- 110059
3. MR. VIMAL AGARWAL  
R/O- DABRIWALA BHAWAN, NEAR SBI  
MALEGAON, NASIK-42303
4. GIRISH AGARWAL  
R/O- DABRIWALA BHAWAN, NEAR SBI  
MALEGAON, NASIK-42303
5. MR. AMMEET KAMAL AGARWAL  
R/o 703, SANKALP BUILDING, MISTRI COMPLEX,  
J.B. NAGAR,ANDHERI (EAST), MUMBAI- 110059
6. MR. AKASH KAMAL AGARWAL  
R/o 703, SANKALP BUILDING, MISTRI COMPLEX,  
J.B. NAGAR,ANDHERI (EAST),  
MUMBAI- 110059
7. M/S SANGEETA AVIATION SERVICES PVT. LTD.  
HAVING ITS REGISTERED OFFICE AT  
5B-34, AKSHAY MITTAL IND. ESTAT  
SAKI NAKA, ANDHERI (EAST),  
MUMBAI
8. M/S MADHYA PRADESH STATE TOURISM  
DEVELOPMENT CORPORATION LTD.  
HAVING ITS PRINCIPAL OFFICE AT  
PARYATAN BHAWAN, BHADBHADA ROAD  
BHOPAL - 462003
9. DINESH SANWARMAL CHAUDHARY  
PARTNER, DINESH CHAUDHARY & ASSOCIATES  
BUILDING NO. 52, ROOM NO.11, SECOND FLOOR,  
3<sup>RD</sup> MARINE STREET, DHOBI TALAO, MUMBAI-400002

.....Respondents

Synopsis of List of dates and events

Dates	Events
29.05.2008	The Respondent No. 1 Company is a private limited company incorporated on 29 <sup>th</sup> May 2008 under Part-IX of Companies Act, 1956
01.04.1983	Before incorporation of the Respondent No.1 Company, the subscribers were carrying on the business in partnership in accordance with the provisions of Indian Partnership Act, 1932 under the name and style of "SUPREME TRANSPORT ORGANISATION". in terms of partnership deed dated 01.04.1983 which was subsequently amended from time to time on various dates i.e. 01.04.1986, 31.03.2003, 01.04.2003 and 30.09.2006 respectively.
16.12.2006	Partners vide a resolution dated 16 <sup>th</sup> December 2006 decided to register the said partnership firm as a Private Limited Company within the meaning of section 566 of Companies Act, 1956 under the provisions of Part IX of companies Act, 1956.
....2007	Respondent No.5 who has modest qualification of passing Class XI. As he could not pass Class XII exams in the year 2006, he went to USA in the same year and after completing 250 hours of flying, obtained Commercial Pilot License (CPL) in the year 2007 from Monarch Air (Institute), Dallas, Texas, USA. Immediately on his return to India in 2007, he set up his own Proprietorship business under the name of Supreme Aviation India in 2007
.....2008	In the year 2008, the Respondent No. 5 also opened his own academy under the name of "Supreme Aviation INC' in Dallas, Texas, USA for granting CPL to prospective students aspiring to be

(A1)

(4)

	pilots, hobby flying, flying tours, renting planes for personal use etc. This academy ran for almost 2 years and in the year 2010, this academy was shut down by FAA on complaint of AJ Williams and others for providing improper training and unauthorized operations
29.05.2008	Kamal Kumar Agarwal & Vimal Kumar Agarwal are appointed as directors
01.07.2008	Anand Kumar Agarwal, Satish Kumar Agarwal, Girish Kumar Agarwal and Arun Kumar Agarwal were appointed as director.
.....March 2009	Financial Year ending March 2009, the Respondent No.1 company had a modest annual turnover of approx. Rs. 30 Crores
...2009	Petitioner No.4 joined respondent company in 2009 working as COO of the company and later took charge as CEO of the company
28.09.2013	Ravindra Anand kumar Agarwal, Ammeet Kamal Agarwal & Akash Kamal Agarwal were appointed as additional Director
...2014	In 2014, the Respondent No.5 had again managed to get license issued for a period valid from 5.1.2014 to May 2016 in the name of Supreme Aviation Services Inc.
22.12.2014	That in the year 2014, the authorized Share capital of the Company was Rs. 50,000,000/- (Rupees Five crores) divided into 50,00,000 (Fifty lacs) Equity Shares of Rs. 10/- each. The Authorised share capital of the company was further increased from Rs. 50,000,000/- (Rupees Five Crores) to Rs. 10,000,000 (Rupees Ten crores) divided into 100,00,000 (One Crore) equity shares of Rs. 10/- each in a meeting of shareholders convened on 22.12.2014.

.....March 2015	Sometime in the month of March, 2015, it came to the knowledge of the Petitioners at the Board Meeting wherein the shares were allotted to the shareholders in proportion to their shareholding in the Respondent No.1 Company, that Respondent No.5 & 6 were also invited at the Board meeting as Directors of the Respondent No.1 Company. It came as a shock to the Petitioners that the Respondent No. 5 and 6 were acting as Directors of the company
14.03.2015	the Respondent No.1 Company for operation in the aviation sector which is in contravention as the Objects Clause in the Memorandum of Respondent No.1 company entered into agreement with Respondent No.8 a State Government undertaking
23.03.2015	in the month of March 2015, the shareholders of the company including petitioner No. 1-4 & Respondents No. 2-4 were allotted 20,00,000 (Twenty Lac) Equity shares of Rs. 10/- each in proportion to their shareholding in the Respondent No.1 company. The shares were allotted to the shareholders at the Board meeting of the respondent No.1 Company convened on 23 <sup>rd</sup> March 2015
March 2015	annual turnover for the year ended at 31 <sup>st</sup> March 2015 the Respondent No. 1 Company clocked an Annual Turnover of Rs 135 Crores
07.04.2015.	Kotak Mahindra Bank vide its sanction letter No. RCAD/RBG/6780/2015-16 dated 07.04.2015. provided terms loan total exposure of Rs. 35.79 Crores
14.08.2015	Alleged Board meeting was conveyed but Petitioners did not receive any notices for the allegedly convened Board meeting dated

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	14.08.2015
17.08.2015	Petitioners No. 1-3 protested the full fledged scheme of Respondent No.5 & 6 to diversify by respondent company into totally new and risky avenue of aviation and of the confirmation of Respondent No. 5 & Respondent No. 6 at a Board Meeting held on 17 <sup>th</sup> August 2015
August 2015	after obtaining the signatures of Petitioner No. 4 on Directors Report and Annual Accounts of Company and just before last date i.e. 20.8.2015 Respondent 2 informed Petitioner No. 4 that he would not allow the transfer in the name of Petitioner No. 4 and has instructed the Bank not to take any action on the email addressed by Petitioner No. 4 stating that more collateral properties are required for aviation business.
28.08.2015	there was a family consensus that Flat No. 233, Kalpataru Pinnacle, Mulund Link Road, Goregaon (W) Mumbai presently registered in the name of the respondent company would be ultimately transferred in the personal name of Petitioner No.4 and to save the cost of registration charges the process of transfer in the name of Petitioner No. 4 should be completed before 20.8.2015
10.09.2015	Annual General Meeting of the Respondent No.1 Company held on 10 <sup>th</sup> September 2015. Respondent No. 2 thus exercised undue influence over Petitioners and insisted that the Directors Report and Balance Sheet be signed by Petitioner No. 4 to complete the statutory requirements as per Companies Act 2013.
Sept.2015	in the month of September 2015 Respondent No.1 released fund of Rs. 2,05,20,000/- in favour of the Respondent No.9 a State Government undertaking on account of a bid amount for the business of aviation sector at the back of

	Petitioners has
01.09.2015, 01.10.2015 & 01.11.2015	Flouting all provisions of Companies Act, 2013 relating to Advance to Directors, respondents insisted the company to make payments towards purchase of Jaguar Aero Sport Vehicle which is costing Rs.52,00,581/- in the personal name of Respondent No. 5. So far, on 01.09.2015, 01.10.2015 & 01.11.2015 three installment cheques have been cleared from respondent company's bank account misusing company's funds towards payment of said vehicle loan belonging to the personal name of Respondent No.5.
07.09.2015	That in an allegedly convened EOGM held on 07.09.2015, the members of Respondent's Group decided to alter the objects clause in the memorandum and Articles of Association of the company at the back of the Petitioners
10.09.2015	Annual General meeting was held but due to rising disputes among the Board members and Shareholders, the scheduled Annual General Meeting on 10.09.2015 did not transact any valid business.
18.09.2015	the authorized share capital of the Respondent No.1 company was increased to Rs. 20,00,00,000 (Rupees Twenty Crores) divided into 20,000,000 (Two Crores) equity shares of Rs. 10/- each in a malafide and illegal manner in a meeting of the shareholders i.e. Extra Ordinary General meeting allegedly convened on 18 <sup>th</sup> September 2015 without giving any notice to the Petitioner' Group
21.09.2015	21.09.2015 without informing other Directors in the company, Respondent No. 2, unilaterally made a payment of Rs. 11,82,42,280/- to M/s Powell Aircraft Title .
22.09.2015	Respondent No. 2, again on 22.09.2015 made

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	another payment of total Rs. 19,77,642/- to M/s Thoman E Zinn II totaling to Rs. 12.02 crores
25.08.2015	On conducting the search of Respondent No.1 company at the website of ministry of corporate affairs ,it had came to the knowledge of the Petitioners that the increase in the authorized share capital was made under the digital signatures of Respondent No.2 and for the expansion plans of aviation division of the Company, which is unrelated with the business of respondent No.1 company. Copy of form MGT-14 dated 25.08.2015
29.10.2015	Petitioner No.4 had sought for the terms and conditions of the loan/advances obtained by respondent company from Related concern
31.10.2015	enquiries from the accounts of Respondent No.1 Company unearthed that till 31.10.2015 a loan of Rs. 10.64 Crores approx. has been obtained from M/s Sangeeta Aviation Services Private Limited, by Respondent No. 7 in which respondent No. 2, and 5 are shareholders to the extent of 50% each.
31.10.2015	Respondents circulated notice to remove Petitioner No.4 from the Board of respondent No.1 Company who has been instrumental in functioning of the Company.
03.11.2015	Respondents instead of acting in the interest of the respondent No.1 company and realizing that the Petitioners have 48% shareholding which will defeat any proposal to acquire the Company , all of a sudden, on 03.11.2015 the Respondents issued another notice for the Board meeting to be held on 10.11.2015 with an agenda item to offer and issue 10 million equity shares to the existing shareholders and to the persons other than the existing shareholders.

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07.11.2015	<p>Annoyed with the email of Petitioner No. 4 dated 29.10.2015 and to take personal vengeance from him, Respondents continued with their negative and disturbing designs to sideline the petitioners acted against the interest of the company by calling a board meeting on 07.11.2015.</p> <p>The Respondent No.5 with a malafide intention writes an email dated 07.11.2015 addressing to the Petitioner No.4 seeking handover of the statutory records of the Respondent No.1 Company</p>
24.11.2015	<p>the Petitioners on 24.11.2015 received a notice dated 23.11.2015 on email from respondent No. 1 company for convening the Extra Ordinary General Meeting on 18.12.2015 at 5.00 P.M</p>
.....11.2015	<p>Hence this petition</p>

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BEFORE THE HON'BLE COMPANY LAW BOARD,  
MUMBAI BENCH, MUMBAI

COMPANY PETITION NO. .... (MB) OF 2015

IN THE MATTER OF :

THE COMPANIES ACT, 1956 - SECTIONS 397, 398, 402, 403 AND / OR OTHER  
APPLICABLE PROVISIONS OF THE COMPANIES ACT, 1956 AND OTHER  
APPLICABLE PROVISIONS OF COMPANIES ACT, 2013

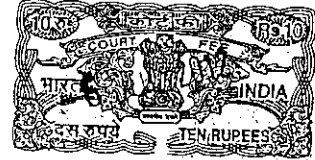
AND

IN THE MATTER OF

SUPREME TRANSPORT ORGANISATION PVT. LTD.

AND IN THE MATTER OF :

1. MR. SATISH KISANLAL AGARWAL  
R/O- DABRIWALA BHAWAN, NEAR SBI  
MALEGAON, NASIK-42303
2. MR. ARUN KUMAR KISANLAL AGARWAL  
R/O- DABRIWALA BHAWAN, NEAR SBI  
MALEGAON, NASIK-42303
3. MR. ANANDKUMAR NAGARMAL AGRAWAL  
R/O- DABRIWALA BHAWAN, NEAR SBI  
MALEGAON, NASIK-42303
4. MR. RAVINDRA ANANDKUMAR AGRAWAL  
R/O- 703, MISTRY COMPLEX, J.B. NAGAR,  
ANDHERI (EAST), MUMBAI- 110059



..... PETITIONERS

VERSUS

1. M/S SUPREME TRANSPORT ORGANISATION PVT. LTD.  
HAVING ITS REGISTERED OFFICE AT  
5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V. ROAD  
ANDHERI (EAST), MUMBAI,  
MAHARASHTRA- 400059
2. MR. KAMAL N. AGARWAL  
R/O- 703, MISTRY COMPLEX, J.B. NAGAR,  
ANDHERI (EAST), MUMBAI- 110059
3. MR. VIMAL AGARWAL  
R/O- DABRIWALA BHAWAN, NEAR SBI

*Signature*

*Signature*

*Signature*

MALEGAON, NASIK-42303

4. GIRISH AGARWAL  
R/O- DABRIWALA BHAWAN, NEAR SBI  
MALEGAON, NASIK-42303
5. MR. AMMEET KAMAL AGARWAL  
R/o 703, SANKALP BUILDING, MISTRI COMPLEX,  
J.B. NAGAR, ANDHERI (EAST), MUMBAI- 110059
6. MR. AKASH KAMAL AGARWAL  
R/o 703, SANKALP BUILDING, MISTRI COMPLEX,  
J.B. NAGAR, ANDHERI (EAST),  
MUMBAI- 110059
7. M/S SANGEETA AVIATION SERVICES PVT. LTD.  
HAVING ITS REGISTERED OFFICE AT  
5B-34, AKSHAY MITTAL IND. ESTAT  
SAKI NAKA, ANDHERI (EAST),  
MUMBAI
8. M/S MADHYA PRADESH STATE TOURISM  
DEVELOPMENT CORPORATION LTD.  
HAVING ITS PRINCIPAL OFFICE AT  
PARYATAN BHAWAN, BHADBHADA ROAD  
BHOPAL - 462003
9. DINESH SANWARMAL CHAUDHARY  
PARTNER, DINESH CHAUDHARY & ASSOCIATES  
BUILDING NO. 52, ROOM NO.11, SECOND FLOOR,  
3<sup>RD</sup> MARINE STREET, DHOBI TALAO, MUMBAI-400002

.....RESPONDENTS

PETITION UNDER SECTION 397 & 398 READ WITH SECTIONS 402,  
403, 406, and 235 OF THE COMPANIES ACT, 1956 READ WITH  
REGULATION 44 OF THE COMPANY LAW BOARD REGULATIONS,  
1991 AND OTHER APPLICABLE PROVISIONS OF COMPANIES  
ACT, 2013 AGAINST ACTS OF OPPRESSION AND  
MISMANAGEMENT.

THE HUMBLE PETITION OF THE PETITIONER ABOVE NAMED

MOST RESPECTFULLY SHOWETH:

1. The petitioners are filing the present petition under section 397 and 398 read with other applicable provisions of Companies Act, 1956 and 2013, being

*Agarwal*

*Agarwal*

*Ranjan Agarwal*

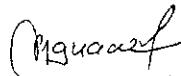
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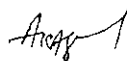
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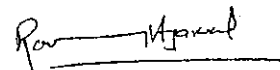
aggrieved by the acts of oppression and mismanagement committed by respondents No. 2 to 6 in the respondent company in as much as by convening the Board meetings and AGM/ EGM without following due process of law wherein no notices of the meetings were sent to the Directors and to the shareholders. The Respondents with a view to oust the Petitioners have attempted to usurp the control and have altered the Object clause, Capital clause of Memorandum of Association of the respondent No.1 Company at the back of the Petitioners the, instances of which have been elaborated in the Petition. The Respondents are hell bent upon diverting the funds of Respondent company by entering into new business of aviation sector for the personal benefits of the Respondents No. 5 and 6 who are sons of Respondent No.2 and hold "Commercial Pilot License" of U.S.A. The Respondents constitute 52% of shareholding of the Respondent No.1 Company and are acting against the interest of the Company and Petitioners who constitute 48% of the shareholding in the Respondent No.1 company. The acts of oppression and mismanagement are elaborated in detail in the subsequent paragraphs highlighting instances of illegal and unauthorized increase in the Authorized Capital, alteration in Object clause, unilateral alteration in Board composition, illegal siphoning of funds of respondent company and violation of statutory provisions of Companies Act and other acts detrimental and prejudicial to the interests of the respondent company.

2. PARTICULARS OF THE COMPANY

2.1. That the Respondent No. 1 Company is a private limited company incorporated on 29<sup>th</sup> May 2008 under Part-IX of Companies Act, 1956 having at present, its registered Office at 5/B-34, Akshay Mittal Industrial Estate, M.V. Road, Andheri (East), Mumbai, Maharashtra-400059. The Company was incorporated as a private limited company with the Registrar of Companies, Maharashtra under the Company's Registration No.U60230PN2008PTC132133.







2.2. Before incorporation of the Respondent No.1 Company, the subscribers were carrying on the business of transport in partnership in accordance with the provisions of Indian Partnership Act, 1932 under the name and style of "SUPREME TRANSPORT ORGANISATION". in terms of partnership deed dated 01.04.1983 which was subsequently amended from time to time on various dates i.e. 01.04.1986, 31.03.2003, 01.04.2003 and 30.09.2006 respectively. The partnership firm was carrying on the business of road transport contractors and fleet owners with following partners:-

- i. Sh. Kamalkumar Nagarmal Agarwal
- ii. Sh. Vimalkumar Jagdishkumar Agarwal
- iii. Sh. Jagdish Kumar Nagarmal Agarwal
- iv. Sh. Anand Kumar Nagarmal Agarwal
- v. Sh. Satishkumar Kishanlal Agarwal
- vi. Sh Arunkumar Kishanlal Agarwal
- vii. Sh. Girishkumar Jagdishkumar Agarwal

2.3. Subsequently, the partners vide a resolution dated 16<sup>th</sup> December 2006 decided to register the said partnership firm as a Private Limited Company within the meaning of section 566 of Companies Act, 1956 under the provisions of Part IX of companies Act, 1956. It is also relevant to mention that upon incorporation of the respondent company, all the partners of the earlier partnership firm became the members and directors of the joint stock company. The respondent company presently has following shareholders and directors:

S.No.	Name	% of shareholding	Date of Appointment as Director
1	Kamal Kumar Agarwal	28%	29.05.2008

*Agarwal*

*Agarwal*

*Raw Agarwal*

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2	Vimal Kumar Agarwal	12%	29.05.2008
4	Anand Kumar Agaewal	12%	01.07.2008
5	Satish Kumar Agarwal	12%	01.07.2008
6	Girish Kumar Agarwal	12%	01.07.2008
7	Arun Kumar Agarwal	12%	01.07.2008
8	Ravindra Anandkumar Agarwal	12%	Appointed as additional director w.e.f. 01.04.2013 and regularized by shareholders on 28.09.2013
9	Ammeet Kamal Agarwal	0%	Appointed as additional director w.e.f. 01.04.2013, not regularized by shareholders
10	Akash Kamal Agarwal	0%	Appointed as additional director w.e.f. 01.04.2013, not regularized by shareholders

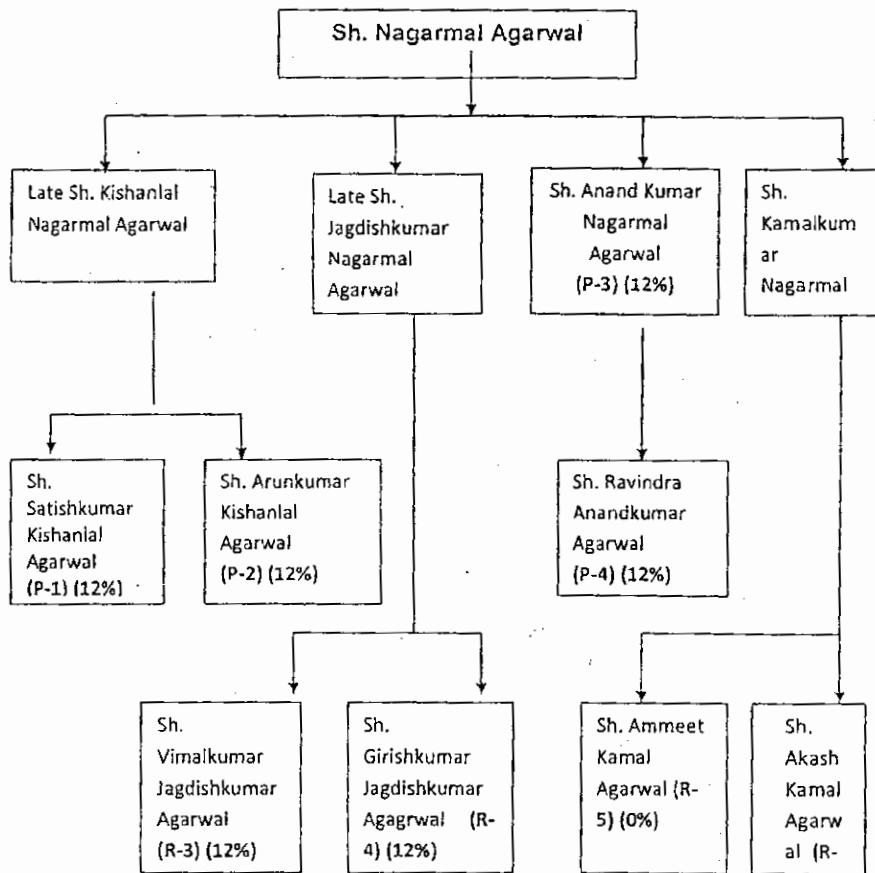
2.4. The company took over the business of Partnership firm as a going concern with all its assets and liabilities including *interalia* all licences, permits, benefits and advantages as also outgoings. The Respondent Company was established/incorporated for the benefit of the family members. The details of family members are given in family tree given below :

Vignansh

Anand

Rav Anand

Family Tree



2.5. That the respondent no.1 company is a closely held family company consisting of Petitioners and Respondents No. 2-6 conducting the affairs thereof in Indian Joint Family style keeping more and less equal shareholdings (approx. 25% each) among the four family groups and giving representations to all the family members on the board. That the respondent no.1 company is being managed in the nature of a quasi partnership and that the foundation of this quasi partnership has been the backbone of the functioning of the respondent no.1 company.

2.6. That the Petitioner's group has a legitimate expectation that the joint family tradition and principles of quasi partnership would be respected and followed.

*Agarwal*

*Agarwal*

*Rav Agarwal*

That the respondents have breached the joint family tradition and principles of quasi partnership by oppressing and marginalizing the petitioner group and by indulging in various acts of oppression and mismanagement in the respondent no.1, details whereof are set out hereinafter and are being challenged in the present petition.

2.7 The main objects of the Respondent No. 1 Company as mentioned in the Memorandum of Association are as under:

Quote

- 1) *To continue to carry on the running business of M/s Supreme Transport Organisation vested in the company upon its conversion under Part IX of the Companies Act, 1956 with all its assets having passed to and vested in the Company and liabilities including inter alia all licenses, permits, authorizations, registrations, pending contracts and all other rights benefits and advantages as also outgoings, whether provided for and/or contingent and whether tangible or intangible and whatsoever and howsoever as a going concern.*
- 2) *To Carry on and operate the business of motor transport of all kinds including leasing and hiring for any number of journeys, lorries, trucks, cars, plying trucks and motor lorries for the carriage of all types of goods, to construct equip, maintain and work motor trucks and lorries and other vehicles appropriate for carriage of goods, business of omnibus proprietors and carriers of passengers, construct garages and store houses and other buildings for the housing or repairs of trucks, lorries and omnibus and for the storage of fuel and other oils required for the working of said vehicles, the warehousing of goods carried and the accommodation of the persons intending to be the passengers, carrying business of carriage of goods on commission basis, business of general carriers and forwarding agents, warehousemen, bonded warehousemen and carriers.*

Unquote

A copy of the Memorandum and Articles of Association of the Company are annexed hereto and marked as Annexure P-1.

*Ugawal*

*Arora*

*Ram Agarwal*

2.8 The Authorised Capital of the Respondent No.1 in the year of incorporation was Rs.2,00,00,000/- (Rupees Two Crore Only) divided into 20,00,000 Equity Shares of Rs. 10 (Rupees Ten) each. The authorised capital was increased from time to time. At present, the authorized share capital is Rs. 10,00,00,000/- ( Rupees Ten Crores Only) divided into 100,00,000 Equity Shares of Rs. 10 each and issued and paid up capital of the respondent no.1 company is Rs. 7,00,00,000/- (Rupees Seven Crore Only) divided into 70,00,000 Equity Shares of Rs. 10 each. Copy of the Annual returns of the year ending 31.03.2014 along with Balance Sheets for the year ending 31.03.2012, 31.03.2013, 31.03.2014 and 31.3.2015 are annexed herewith and marked as Annexure-"P-2 (Colly)".

### 3. PARTICULARS OF THE PETITIONERS

3.1. That the petitioner no.1 is a promoter Director of the respondent no.1 company since the incorporation of the Company and is also a shareholder of the company holding 8,40,000 equity shares in the respondent no.1 company amounting to 12 % of the total shareholding of the Respondent no. 1 Company. The Petitioner No.1 holds responsibility of managing the transport segment of cloth merchants in the group. The Petitioner No.2 has the abilities to work in a challenging environment and manage the business activities in the said field. Apart from all these facts, the Petitioner No.2 has now become a well established name with many a prestigious clients on account of his personality and knowledge. The Petitioner No.2 has added valuable assets to the company's list of assets. The petitioner No.2 has clocked a turnover of Rs. 40 crores (approx) amounting to 29.6% of the total turnover of the Company during the year 2014-2015.

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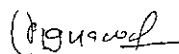
*Acad*

*Raw - Marwal*

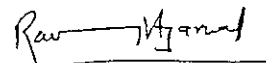
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- 3.2. That the petitioner no.2 is a promoter Director of the respondent no.1 company since the incorporation of the Company and is also a shareholder of the company holding 8,40,000 equity shares in the respondent no.1 company amounting to 12 % of the total shareholding of the Respondent no. 1 Company. The Petitioner No.3 is managing the branches of Respondent No.1 Company at Chennai, Ranipet and Trichy. His public relation qualities have generated a rock solid foundation and have further established company's goodwill in the industry. The Petitioner No.3 has been managing the above said branches and has contributed over Rs. 10 crores to the total turnover of the Company.
- 3.3. That the Petitioner no.3 is a promoter Director of the respondent no 1 company since the incorporation of the Company and is also a shareholder of the company holding 8,40,000 equity shares in the respondent no.1 company amounting to 12 % of the total shareholding of the Respondent no. 1 Company.
- 3.4. That the petitioner no.4 is a Director of the respondent no.1 company of the Company and is also a shareholder of the company holding 8,40,000 equity shares in the respondent no.1 company amounting to 12% of the total shareholding of the Respondent no. 1 Company. The Petitioner No.4 is a Chartered Accountant and being professionally qualified he successfully picked up the nuances of logistics business and he was fully equipped with the technicalities of the Transport business and provided valuable inputs to enhance the reputation of Respondent No.1 Company. Petitioner No.4 joined respondent company in 2009 working as COO of the company and later took charge as CEO of the company. The hard work and efficiency of Petitioner No.4 has scaled the Respondent No.1 company to new heights in terms of growth and turnover. The Petitioner No.4 is managing the Mumbai operations of the Respondent No.1 Company and the efforts of the Petitioner No.4 has yielded rich dividends which could be corroborated from the very fact that the Petitioner No.4 being in charge of Mumbai operations was contributing approx. Rs. 65 Crores to the total turnover of the Company which is 48% (approx) of the total







turnover of the respondent Company. The petitioner No.4 apart from managing the Mumbai operations was taking care of 152 Transport vehicles out of a fleet of 165 vehicles owned by the Respondent No.1 Company. On account of hard work of Petitioner No.4 the Respondent No.1 Company made tremendous progress in the field of transport and logistics. The Petitioner No.4 also assisted the Respondent No.1 Company with liaison matters with prestigious clients and on account of the same the company could procure valuable business. For all these reasons he has been accepted as CEO of the respondent company and has been corresponding on behalf of the company as CEO of the respondent company. The Respondents No. 2-6 are seeking to convene an Extra Ordinary General Meeting on 15<sup>th</sup> December 2015 with a malafide intention and ulterior motive to usurp the control of the business, thereby throwing out the Petitioner No. 4 who has nurtured the Company by putting his hard work and business acumen that the Petitioner was looking after the affairs of the Company for the last 7 years and more.

3.5. The Petitioners No. 1-4 hold 48% of the shareholding of Respondent No.1 Company. In this fashion, the Petitioners hold an aggregate of 48% shareholding of the Respondent No.1 Company and are therefore competent to file the Petition before this Hon'ble Board under Section 399 of the Act. The petitioners also constitute more than 1/10<sup>th</sup> of total members of Respondent no.1 company under Section 399 of the Act and thus eligible to file the present petition.

#### 4. PARTICULARS OF RESPONDENTS

4.1. That the Respondent No. 1 Company is a company which is the subject matter of the present petition wherein attempt is being made to ouster the Petitioners from the management dilute their shareholding, and divert and misuse the funds of the company for a new and highly risky business venture of aviation

*M. G. ...*

*A. ...*

*Rav. ...*

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industry, which has long gestation period, high input costs, intense competition and less to negative profitability. It is relevant to mention that over a span of few years top aviation companies like Kingfisher, Air Sahara, MDLR etc. were unable to sustain themselves in the fiercely competitive sector and were either closed down or sold off to other entities on account of heavy financial losses and non recovery of capital expenditure. The Respondents without consent and approval of all the Petitioners are diverting from transport and logistics business to an entirely new and different business of aviation. The details of incorporation and the current issued and paid up capital and other requisite details of respondent No.1 have already been mentioned above and is not repeated herein for the sake of brevity.

4.2. That the Respondent no. 2 is a promoter director of respondent no.1 company since the incorporation of the company and is a shareholder holding 19,60,000 equity shares in the respondent no.1 company amounting to 28% of the total shareholding of the respondent no.1 company. The Respondent No.2 holds responsibility of managing the overall finances and administrative activities of the company, however the Respondent No.2 has betrayed the trust reposed on him by the petitioners of the Respondent No.1 Company. The Respondent No.2 has turned a blind eye to the illegal acts committed by Respondent No.5 & Respondent No.6 and has tacitly appointed Respondent No.5 & 6 on the Board without the knowledge and consent of the Petitioners. It is further submitted that the Respondent No.2 was entrusted with managing the finances of Respondent No.1 Company, however Respondent No.2 betrayed the trust reposed on him by diverting funds to the personal venture of Respondent No.5 & 6. The Respondent No.2 by manipulating Respondents No. 3 and 4 and in collusion and connivance with respondent No. 5 and 6 has illegally and malafidely indulged in various acts of oppression and mismanagement in the respondent no.1 company including siphoning of funds for purpose other than company's

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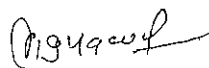
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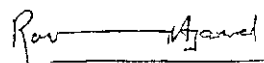
business, which are being challenged in the present petition and explained in detail in subsequent paragraphs.

4.3. The Respondent no. 3 is a promoter director of respondent no.1 company since the incorporation of the company and is a shareholder holding 8,40,000 equity shares in the respondent no.1 company amounting to 12% of the total shareholding of the respondent no.1 company. The Respondent No.3 is managing the operations of Bangalore Branch of the Respondent No.1 company and has contributed an amount of Rs. 19 crores representing 14% of the total turnover of the Company for the Financial Year ended on 31.03.2015 (out of which 50% operations are from Mumbai and Chennai branches which are controlled and looked after by Petitioner No.4 and 1). The Respondent No.3 under influence of respondent No. 2 and for mutual benefits in collusion and connivance with the other respondents has illegally and malafidely indulged in various acts of oppression and mismanagement in the respondent no.1 company, which are being challenged in the present petition.

4.4. The Respondent no. 4 is a director of respondent no.1 company since the incorporation of the company and is a shareholder holding 8,40,000 equity shares in the respondent no.1 company amounting to 12% of the total shareholding of the respondent no.1 company. The Respondent No.4 is managing the operations of Delhi Branch of Respondent No.1 company. The Delhi operations of the Respondent No.1 being managed by Respondent No.4 and is generating a turnover of approx. Rs. 1.5 Crores representing 1.1% of total turnover of the Company. That the Respondent No.4 under influence of respondent No. 2 and for mutual benefits in collusion and connivance with the other respondents has illegally and malafidely indulged in various acts of oppression and mismanagement in the respondent no.1 company, which are being challenged in the present petition.







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- 4.5. The respondent no. 5 is an additional director of the Respondent No.1 Company and is not a shareholder of the respondent no.1 company. The Respondent No.5 is a son of Respondent No.2 whose modest qualification and background is explained in paragraphs 6.16 to 6.18, who in collusion and in connivance with respondents No. 2 has illegally and malafidely indulged in various acts of oppression and mismanagement by keeping the Petitioners in dark only for personal benefits which is being challenged in the present Petition.
- 4.6. The respondent no. 6 is an additional director of the Respondent No.1 Company and is not a shareholder of the respondent no.1 company. The Respondent No.6 is a son of Respondent No.2 and brother of respondent No.5 who in collusion and in connivance with the other respondents has illegally and malafidely indulged in various acts of oppression and mismanagement by keeping the Petitioners in dark, taking decisions at their back by suppressing them only for personal benefits of respondents which is being challenged in the present Petition.
- 4.7. That the Respondent No.7 is a company which is owned and promoted by Respondent No.2 and Respondent No.5 in which Respondent No. 2 and Respondent No.5 have 50% shareholding each. That the Respondents in collusion and connivance with each other have illegally raised loans at terms and conditions which are unknown to the Petitioners and such financial transactions are not at arms length basis and are prejudicial and detrimental to the interests of Respondent No.1 Company by keeping the Petitioners in dark which is being challenged in the present Petition.
- 4.8. That the Respondent No.8 is a State Government undertaking and has been arrayed as a party on account of the fact that an agreement dated 14.03.2015

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was entered into by the undertaking with the Respondent No.1 Company for operation in the aviation sector which is in contravention as the Objects Clause in the Memorandum of Respondent No.1 company do not provide for operation in aviation sector and this agreement has been entered into behind the back of Petitioners No. 1 to 3.

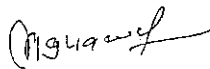

4.9. That the Respondent No.9 is a State Government undertaking and has been arrayed as a party on account of the fact that an amount of Rs. 2,05,20,000/- has been paid in the month of September 2015 as a bid amount for the business of aviation sector at the back of Petitioners, keeping them in dark which is in any case in contravention as the Objects Clause in the Memorandum of Respondent No.1 company do not provide for operation in aviation sector.

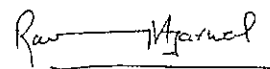
4.10. The Respondent No.9 is the statutory auditor of Respondent No.1 company and is hands in glove with Respondent No. 2, 5 & Respondent No.6. The Respondent No. 9 at the behest of the Respondents No.2, 5 & 6 has indulged in rampant manipulation of documents, statutory records and evidences, has uploaded unauthorized forms with the Registrar of companies, Maharashtra with false statements attracting penal action under section 448 and 449 of Companies Act 2013 which are also challenged in the present Petition.

4.11. The Respondent nos. 2 to 7 are collectively referred as 'respondent group' or 'respondents'.

5. JURISDICTION

The Petitioner declare that the subject matter of the present petition under Section 397 / 398 read with Sections 402 & 403 of the Companies Act is within



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the jurisdiction and the Hon'ble Company Law Board at Mumbai which has the jurisdiction to entertain the present petition.

6. LIMITATION

The Petitioners further declare that the present Company Petition is not barred by limitation. In any event, the Petitioners' submits that there is no fixed period of limitation prescribed under the Act or the rules/ regulations for the institution of this instant petition. The Petition is not barred by limitation as the instances of oppression and mismanagement and various other acts enumerated herein are continuous in nature.

7. THE FACTS OF THE CASE ARE AS FOLLOWS:-

7.1. That the Respondent No. 1 Company is a private limited company incorporated on 29<sup>th</sup> May 2008 under Part-IX of Companies Act, 1956 having at present, its registered Office at 5/B-34, Akshay Mittal Industrial Estate, M.V. Road, Andheri (East), Mumbai, Maharashtra-400059. The Respondent No.1 Company was originally carrying on the business in partnership in accordance with the provisions of Indian Partnership Act, 1932 under the name and style of "SUPREME TRANSPORT ORGANISATION". The Respondent No.1 company was carrying on the business in terms of partnership deed dated 01.04.1983 which was subsequently amended from time to time on various dates i.e. 01.04.1986, 31.03.2003, 01.04.2003 and 30.09.2003 respectively. The partnership firm was carrying on the business as fleet owners and transport contractors. Subsequently, the partners vide a resolution dated 16<sup>th</sup> December 2006 decided to register a partnership firm as a private limited Company within the meaning of section 566 of Companies Act, 1956 under the provisions of Part IX of companies Act, 1956. The details about the incorporation of respondent no. 1 company have already been enumerated herein above in Para 1 and its

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sub paras of the present petition which may be read as part and parcel of this paragraph and is not being repeated herein for the sake of brevity.

7.2. Even though, the Respondent No.1 is a private limited company the manner in which the affairs of Respondent No.1 were being conducted would indicate that Respondent No.1 is clearly a glorified partnership or a quasi-partnership.

7.3. The company was incorporated with following as shareholders of the company:

S.No.	Name of the Shareholder	No. of Shares	% of shareholding
1	Kamal Kumar Agarwal	600000	30%
2	Vimal Kumar Agarwal	240000	12%
3	Jagdish Kumar Agarwal	240000	12%
4	Anand Kumar Agaewal	240000	12%
5	Satish Kumar Agarwal	240000	12%
6	Girish Kumar Agarwal	200000	10%
7	Arun Kumar Agarwal	240000	12%
	Total		100%

7.4. The above shareholders were also the Directors of the company as per details given below:

S.No.	Name of the Director	Date of Appointment
1	Kamal Kumar Agarwal	29.05.2008
2	Vimal Kumar Agarwal	29.05.2008
3	Jagdish Kumar Agarwal	01.07.2008
4	Anand Kumar Agaewal	01.07.2008
5	Satish Kumar Agarwal	01.07.2008
6	Girish Kumar Agarwal	01.07.2008
7	Arun Kumar Agarwal	01.07.2008

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- 7.5. That in the year 2014, the authorized Share capital of the Company was Rs. 50,000,000/- (Rupees Five crores) divided into 50,00,000 (Fifty lacs) Equity Shares of Rs. 10/- each. The Authorised share capital of the company was further increased from Rs. 50,000,000/- (Rupees Five Crores) to Rs. 10,000,000 (Rupees Ten crores) divided into 100,00,000 (One Crore) equity shares of Rs. 10/- each in a meeting of shareholders convened on 22.12.2014.
- 7.6. Subsequently, in the month of March 2015, the shareholders of the company including petitioner No. 1-4 & Respondents No. 2-4 were allotted 20,00,000 (Twenty Lac) Equity shares of Rs. 10/- each in proportion to their shareholding in the Respondent No.1 company. The shares were allotted to the shareholders at the Board meeting of the respondent No.1 Company convened on 23<sup>rd</sup> March 2015. Copy of Form No. PAS-3 reflecting the allotment of shares to the shareholders in a meeting convened on 23.03.2015 is annexed hereto and marked as Annexure P-3.
- 7.7. The present consolidated shareholding of Respondent No.1 as on 31.03.2015 is as follows:

Name of the shareholders	Percentage (%) of shareholding
1) Late Kishan Lal Agarwal Group comprising of Satish Kishan Lal Agarwal & Sh. Arun Kumar Kishan Lal ( Petitioner No. 1 & Petitioner No.2)	24%
2) Mr. Anand Agarwal and family comprising of Ravindra Anand Kumar Agarwal ( Petitioner No. 3 & Petitioner No.4)	24%
3) Mr. Kamal Agarwal and family comprising of Ammeet Kamal Agarwal & Akaash Kamal Agarwal (Respondent No. 2, 5 & 6)	28%

*Agarwal*

*Anand*

*Rav Anand*

4) Mr. Vimal Kumar and Girish Kumar Agarwal and family ( Respondent no. 3& 4 herein)	24%
Total	100%

7.8. In the Financial Year ending March 2009, the Respondent No.1 company had a modest annual turnover of approx. Rs. 30 Crores. The Petitioner No.4 joined the ranks and operations of the company in the year 2009 working as COO of the company. He worked tirelessly over a period of time & was controlling all the operations at Mumbai, dealing with the customers and vendors of Mumbai Region and contributing to major chunk of turnover which is reflected in the annual turnover for the year ended at 31<sup>st</sup> March 2015 when Respondent No. 1 Company clocked an Annual Turnover of Rs 135 Crores. He was recognized and well accepted as CEO of the respondent company.

7.9. The Respondent No. 1 company carrying on the business of road transport under the stewardship of Petitioners and Respondent No. 2 - 4 grew unhindered post March 2009. This rapid growth from the year 2008-09 to the financial year ending on March 2015 records a substantial growth rate of 345%. With the concerted efforts of all Petitioners and Respondents No. 2-4, the turnover of the Respondent No.1 Company progressively increased year after year and the Company has seen impressive growth in its transport business over the short span of time and posted the following year wise turnovers:

Year	Turnover Rs. in Crores in Transport Business
2008-2009	30.30

*Agarwal*      *Agarwal*      *Ram Agarwal*

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2009-2010	60.13
2010-2011	79.01
2011-2012	95.15
2012-2013	100.38
2013-2014	115.98
2014-2015	134.80

7.10. Respondent No.1 Company being in the business of transport vehicles & logistics with the growing business, there was a need for more heavy duty trucks and other commercial vehicles. The company with a view to expand its base throughout India was also required to purchase commercial properties for opening its branch offices. To cater to the need of expanding business operations, company bought various commercial offices to establish as branch offices and acquired commercial vehicles to enhance the size of its fleet so that it could cater to the growing demands of the business. Since, the Company achieved substantial turnover and a decent profit the Petitioners and Respondent No.2 approached several banks for working capital facility and term loan facility (credit facilities) for the business of Respondent No. 1 The company availed its banking facilities from Kotak Mahindra Bank. At present the company is availing banking limits fund based and non fund based including cash credit limits, bank guarantee limits, various term loans etc with total exposure of Rs. 35.79 Crores by Kotak Mahindra Bank vide its sanction letter No. RCAD/RBG/6780/2015-16 dated 07.04.2015. Copy of the said sanction letter is annexed herein as Annexure P-4. The details of various facilities are given below:-

Sl. No.	Nature of Facilities	Limit Rs. in Lakhs
1	Cash Credit	1900.00

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II	Term Loans – CV-I	29.00
III	Term Loan – I	63.00
IV	Term Loan – II	194.00
V	Term Loan – III	129.00
VI	Term Loan – IV	864.00
VII	Term Loan – V	200.00
VIII	WCTL	100.00
IX	Bank Guarantees	100.00
	<b>Total Exposure – Funded and Non-Funded</b>	<b>3579.00</b>

Further, details of properties offered as collateral security owned by respondent Company, Petitioners and Respondents are given below:

Sl. No.	Details of Property	Owned by
	<b>Commercial Properties</b>	
1.	CS No 49, Wavikar lane, Guruwar Ward, Paanch Kandil, Melegaon.	Respondent Company
2.	Plot No. 1839, Sector KWC, Kalamboli, Navi Mumbai	Respondent Company
3.	Plot No 1838, Sector KWC, Kalamboli, Navi Mumbai	Respondent No.2
4.	SY No. 277/2/1/A, Near Nissarg Hotel, Agra Road, Melegaon	Respondent Company
5.	Gala No 34, Building No 5/B, Akshay Mittal Indl. Estate, MV Road, Andheri (East) Mumbai	Respondent Company
6.	Plot at Devraj Industrial Area, Piplej, Ahmedabad	Respondent Company

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7.	Open Land and Building of the proposed Container Yard situated at Survey No 103/2, 103/1/2A & 102/2A of village Khanevate on NH-4, Opp to TATA Motors, Old Mumbai Pune Highway NH-4, Post Poyanje, Tehsil Panvel, District Raigadh, Pin : 100206	Respondent Company
8.	Plot No.- A-5, Khasra No. 14/1/1, Khde Road Temavass, Balotara, Badmer (Raj)	Petitioner No. 1 and 3 jointly
9.	Gala No 32, Building No 5/B, Akshay Mittal Indl. Estate, MV Road, Andheri (East), Mumbai	Respondent Company
10.	Plot No - 28, Transport Nagar, Pali Rajasthan	Petitioner No. 1
11.	Plot No - 29, Transport Nagar, Pali Rajasthan	Respondent Company
12.	Plot No - 27, Transport Nagar, Pali Rajasthan	Respondent Company
13.	Vacant Plot No A/9, Khasra No 1868/14, Khede Road, RICO, Balotra, Badmer, (Rajasthan)	Respondent Company
14.	Transport Nagar, Plot No. 31, Pali Rajasthan	Respondent Company
	Residential Property	
1.	703, Sankalp Society, Mistri Complex, J B Nagar, Andheri East Mumbai	Respondent No.2
2.	Flat No E-12, Sukhdayak Cooperative Housing Society, J B Nagar, Andheri (East), Mumbai 400059	Petitioner No.4
3.	Flat No. 143, Kalpataru Pinnacle, Opp Inorbit Mall, Mulund Link Road, Goregaon (W) Mumbai 400104	Respondent Company

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4.	Flat No. 153, Kalpataru Pinnacle, Opp Inorbit Mall Mulund Link Road, Goregoan (W) Mumbai 400104	Respondent Company
5.	Flat No. 233, Kalpataru Pinnacle, Opp Inorbit Mall Mulund Link Road, Goregoan (W) Mumbai 400104	Respondent Company

7.11. As can be seen from the above chart, apart from the properties owned by company, the Petitioners and Respondents have also mortgaged their personal properties as collateral securities and have extended personal guaranties to the bank for availing the banking facilities. In this fashion, the Petitioners carried on the business with greater focus, emphasis and growth of Respondent No.1 Company.

7.12. The entire business of Respondent No.1 was being looked after the Petitioners and Respondent No.2 - 4 who were dividing amongst themselves the responsibilities of running the company and managing the business of its branches spread across India. The Petitioner No.4 was managing the operations of Mumbai region of the Respondent No.1 company, wherein he was interacting with the clients, and was acting as a one point contact for all its clients and vendors in Mumbai.. Under his control and supervision Mumbai branch grew rapidly and his hard work could be evidenced from the financial results of the company.

7.13. It is pertinent to mention that the Respondent No. 2 was managing the overall finances and administration of the entire company as a whole. Petitioners reposed complete faith in him as he alone had registered his digital signatures for signing, filing and uploading statutory forms on MCA website which he destroyed by abusing his position by filing unauthorized unilateral forms with

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ROC with the help of Respondent No. 9 and misusing the funds of the company for personal benefits of his sons i.e. Respondent No. 5 and 6.

7.14. It is relevant to mention that the Respondent No.5 has modest qualification of passing Class XI. As he could not pass Class XII exams in the year 2006, he went to USA in the same year and after completing 250 hours of flying, obtained Commercial Pilot License (CPL) in the year 2007 from Monarch Air (Institute), Dallas, Texas, USA. Immediately on his return to India in 2007, he set up his own Proprietorship business under the name of Supreme Aviation India in 2007 and entered into a tie- up arrangement with the same Institute where he got his training namely Monarch Air for sending students throughout the globe for "CPL" on commission basis.

7.15. In the year 2008, the Respondent No. 5 also opened his own academy under the name of "Supreme Aviation INC" in Dallas, Texas, USA for granting CPL to prospective students aspiring to be pilots, hobby flying, flying tours, renting planes for personal use etc. This academy ran for almost 2 years and in the year 2010, this academy was shut down by FAA on complaint of AJ Williams and others for providing improper training and unauthorized operations.

7.16. Thereinafter, the Respondent No.5 returned to India after closure of his academy in USA and set up yet another company in the field of aviation in the name of "Sangeeta Aviation Services Pvt. Ltd." wherein he hold 50% shareholding and balance 50% shareholding was with Respondent No.2. The turnover of this company was Rs.9,50,775/- in the F.Y.2012-13, Rs.1,22,96,700/- F.Y.2013-14 and Rs.2,52,34,000/- in the F.Y. 2014-15.

Copy of Certificate of Incorporation, Memorandum & Articles of Association of M/s Sangeeta Aviation Services Pvt. Ltd. is annexed as Annexure P-5 (Copy).

7.17. During the period when Respondent No. 5 was planning and shaping his aviation business from 2008- 2014, he sought help and assistance of Petitioner No. 4 and requested him to accompany him for various trips to Manila.

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Philippines, Argentina, Dalla and Washington DC, USA to represent himself as a qualified person with credibility. It is further relevant to mention here that Respondent No.2 extended funding of some trips as mentioned above from respondent No. 1 company's account showing it as expenses for expansion plan of the respondent company to justify the booking of expenses in the company accounts. However the real purpose was to help and support Respondents No. 5 and 6 to settle in aviation business and being family members, Petitioner No 4 agreed to extend his help and support by representing as a qualified person with understanding of accounts, fiancés and international taxation for the business plans of Respondent No. 5 and 6.

7.18. In 2014, the Respondent No.5 had again managed to get license issued for a period valid from 5.1.2014 to May 2016 in the name of Supreme Aviation Services Inc. For this Respondent No. 5 wanted the respondent company to venture into the aviation business so that he could command over respondent company's resources and assets to fulfill his personal desire as holder of CPL, USA as per his own whims and fancies.

7.19. Respondent No. 6 followed his elder brother Respondent No. 5 to possess CPL, as he also could not pass class XI and went to States. It is relevant to mention that Respondent No.5 & Respondent no. 6 was never involved in active running, functioning and management of the Company. Since, Respondents No. 5 & Respondent No.6 were unsuccessful in their stint of business and were aware of the ever growing pan India presence , turnover & goodwill of the Respondent No.1 Company, The Respondents driven with greed in cahoots with their father i.e. Respondent No.2 herein concocted a plot conspiring to take over the management and utilize its cash flows for their own personal business venture i.e. aviation business.

7.20. Sometime in the month of March, 2015, it came to the knowledge of the Petitioners at the Board Meeting wherein the shares were allotted to the

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shareholders in proportion to their shareholding in the Respondent No.1 Company, that Respondent No.5 & 6 were also invited at the Board meeting as Directors of the Respondent No.1 Company. It came as a shock to the Petitioners that the Respondent No. 5 and 6 were acting as Directors of the company. The petitioners immediately confronted with Respondent No.2 and enquired about the said development which all of a sudden has taken place without knowledge and consent of the Petitioners. Upon enquiry, it was informed by Respondent No. 2 that since Respondents No.5 & 6 were novices in the field of business and sought to gain experience for their own venture, they be allowed to work as additional directors of the company till the ensuing Annual General Meeting. The Respondent No.2 further requested that during this period they will undergo training in the company and will also work for marketing of the company. He further explained that at the end of the said tenure, if their performance of respondents NO. 5 and 6 is found to be satisfactory they will be confirmed as Directors in the AGM after the approval of the shareholders. The Respondent No.2 further pleaded with the Petitioners that since the Respondents No. 5 & 6 are his sons they be allowed to continue as trainees in the Company. It was further assured by Respondent No. 2 that shareholding pattern of the Respondent No.1 Company shall continue to be same and respondent No. 5 and 6 will not be allotted any shares. It is relevant to mention here that as late as 2015, Respondent No. 5 and 6 had no role to play in the respondent company and respondent company grew in transport business without their contribution.

7.21. At that point of time, the Petitioners did not comprehend that the Respondent No.2 along with other Respondents had already hatched a scheme to take effective control of the affairs of the Respondent No.1 Company. Once the Respondent No.5 & 6 were appointed on the board of Respondent No.1 company, they started interfering in the working of Respondent No.1 Company in accordance with their own whims and fancies considering Respondent No.1

Company to be their personal fiefdom and argued with the Petitioners that the Company should enter into new field of aviation and sought to diversify funds generated from its business of road transport to aviation sector. The Respondents sought to capitalize on the fruits of all these years hard work done by petitioners and respondents No. 2 – 4. Not only that, respondents No. 5 with the support of respondent No. 2 diverted the funds of respondent no. 1 company for their own concerns one of them being Respondent No 7.

7.22. The Petitioners sensed at that point of time that it would not be in interest of Respondent No.1 company to enter into the new aviation sector which has a lot of risk attached to it. Various well known companies operating in the aviation sector have incurred huge losses to name a few Kingfisher of Mr. Vijay Mallya (now declared as willful defaulter as borrower from financial institutions), Air Sahara of Mr. Subroto Roy (Sold to Jet Airways), MDLR of Mr. Gopal Kanda (now closed), Jagsons Airlines, Paramount Airlines etc. Therefore the petitioners did not agree for venturing into new aviation sector. However, in the interest of Respondent No.1 Company, the Petitioners continued to work in the various regions allocated to them in respect of transport business.

7.23. The Petitioners No. 1-3 protested the full fledged scheme of Respondent No.5 & 6 to diversify the respondent company into totally new and risky avenue of aviation and of the confirmation of Respondent No. 5 & Respondent No. 6 at a Board Meeting held on 17<sup>th</sup> August 2015, wherein the annual accounts were laid before the Board for its approval. However, the Respondents with a view to give effect to their evil designs and avoid any protests from the Petitioners Group assured the petitioners that the Respondent No.1 company will continue to function in the Transport sector only and its business will not be deviated to any other sector till the Object Clause of the Memorandum will be amended with special resolution and further assured that the issue of confirmation of Respondent No.5 & Respondent No.6 as regular directors will be taken up at the Annual General Meeting of the Respondent No.1 Company to be held on 10<sup>th</sup>

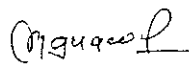
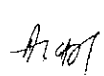
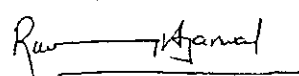
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September 2015. Respondent No. 2 thus exercised undue influence over Petitioners and insisted that the Directors Report and Balance Sheet be signed by Petitioner No. 4 to complete the statutory requirements as per Companies Act 2013 and assured that company shall not do any aviation business without alteration of Object Clause and only after obtaining consent of the shareholders. Thereinafter, relying upon the assurances of the Respondent No.2, the Petitioners continued with their work in Respondent No.1 Company.

7.24. However, after obtaining the signatures of Petitioner No. 4 in Directors Report and Balance Sheets, Respondents started openly threatening the Petitioners that they will run the company in their own manner and will not allow the petitioners to interfere in the decisions taken by Respondents No. 2 and 5. It would be much relevant to mention that there was a family consensus and oral settlement about properties of the respondent company within the family members and it was agreed that Flat No. 233, Kalpataru Pinnacle, Mulund Link Road, Goregaon (W) Mumbai presently registered in the name of the respondent company would be ultimately transferred in the personal name of Petitioner No.4 and to save the cost of registration charges the process of transfer in the name of Petitioner No. 4 should be completed before 20.8.2015. This fact is clear from the exchange of emails between Petitioner No. 4, Mr. Jatin of Kotak Mahindra Bank with copy marked to respondent No. 2, 3 and 9. Copy of the trail emails during the period from 8.8.2015 to 20.8.2015 annexed hereto as Annexure P – 6. However, after obtaining the signatures of Petitioner No. 4 on Directors Report and Annual Accounts of Company and just before the last date of registration i.e. 20.8.2015 Respondent 2 informed Petitioner No. 4 that he would not allow the transfer in the name of Petitioner No. 4 and has instructed the Bank not to take any action on the email addressed by Petitioner No. 4 stating that more collateral properties are required for aviation business and properties cannot be released from Bank. It further came to the knowledge of Petitioner No. 4 that respondents are trying to get banking facilities apart from

Kotak Mahindra from some other bankers for funding of aviation business. Now the Petitioners became aware of the evil designs of respondents No. 2-6 and agitated about functioning of Respondent No. 2, 5 and 6.

7.25. The Respondents 2, 5 and 6 after manipulating Respondents 3 and 4 started running the company as their own proprietorship firm. Flouting all provisions of Companies Act, 2013 relating to Advance to Directors, respondents insisted the company to make payments towards purchase of Jaguar Aero Sport Vehicle which is costing Rs.52,00,581/- in the personal name of Respondent No. 5. So far, on 01.09.2015, 01.10.2015 & 01.11.2015 three installment cheques have been cleared from respondent company's bank account misusing company's funds towards payment of said vehicle loan belonging to the personal name of Respondent No.5. A serious dispute arose relating to this transaction as funds of the respondent company were being misused for creation of personal assets of Respondent No. 5 not only against the interest of the company but also in violation of the statutory provisions of the Companies Act, 2013.

Copies of Tax Invoice, Receipt and RC and in the name of Ammeet K Aggarwal along with ledger account of Ammeet K Aggarwal in the books of Respondent company and Bank account evidencing the misuse of funds of the company are annexed hereto as Annexure P- 7 (Colly).

7.26. Further Respondent No. 5 had started interfering in the smooth functioning of the company by giving instructions to lower level staff which were in conflict to the instructions given by Petitioner No. 4. Due to rising disputes among the Board members and Shareholders, the scheduled Annual General Meeting on 10.09.2015 did not transact any valid business.

7.27. On 21.09.2015 without informing other Directors in the company, Respondent No. 2, unilaterally made a payment of Rs. 11,82,42,280/- to M/s Powell Aircraft Title and again on 22.09.2015 made another payment of total Rs. 19,77,642/- to M/s Thoman E Zinn II totaling to Rs. 12.02 crores. Upon enquiries from

Aggarwal

Aggarwal

Raw Aggarwal

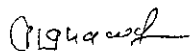

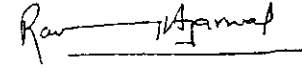
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accounts by the Petitioners, it was revealed that payment for acquisition of aircraft was made from Respondent company's bank account. In this manner, The Respondent No.2 in active connivance with Respondent No.5 & 6 diverted the funds of Respondent Company for their own personal use by making payment of huge sum of Rs. 12. crores (approx) towards acquisition of the said aircraft which has been acquired only to fulfill the desires of Respondent No. 5 and 6 and for their personal benefits against the interest of the respondent company which clearly amounts to oppression on the petitioners who are opposing the aviation business on account of heavy risk factor involved in it and also on the fact that respondent No. 5 has in the past tried to run business in aviation sector, being holder of CPL, without much success. With no track record of proven success of respondent No. 5, diversion of company's funds to this new aviation sector on the behest of respondent no. 5 is totally against the interests of the company.

Copy of Bank Statement (being operated by Respondent No. 2 and 3) are annexed hereto as Annexure P- 8.

7.28. Further enquiries from the accounts of Respondent No.1 Company unearthed that till 31.10.2015 a loan of Rs. 10.64 Crores approx. has been obtained from M/s Sangeeta Aviation Services Private Limited, Respondent No. 7 in which respondent No. 2, and 5 are shareholders to the extent of 50% each. Copy of Bank Statement for the period from 01.04.2015 to 31.10.2015 is annexed hereto as Annexure P-8 evidences the said loan transactions. The terms and conditions of the loan were not disclosed nor discussed with the Petitioners. On becoming aware about this loan transaction petitioner no. 4 demanded the details about the terms and conditions of the various advances made by Respondent No. 7 company to Respondent No. 1 company. But till date there is no reply on this issue from the respondents, rather the Respondents questioned his authority in the Respondent No.1 Company and alleged that petitioner no. 4 is mentally sick and is unfit to function and continue as a director of the

Respondent No.1 Company. It is relevant to mention that the Petitioner No.4 has worked tirelessly for the growth of the Company and has managed its Mumbai operations, which contributes the largest share in terms of turnover to the revenue of the Respondent No.1 company. The Respondent No.5 seeks to run the company as their personal fiefdom and got agitated on account of the fact that the Petitioner No.4 had sought for the terms and conditions of the loan/advances obtained by respondent company from Related concern. Copy of the email dated 29.10.2015 addressed to Respondent No. 5 is annexed as Annexure P-9. This loan transaction is clearly in gross violation of the provisions of Companies Act, 2013 relating to "related parties transactions" as no one knows what are the terms and conditions of the said loan & its repayment schedule and as to whether such transaction is at arms length or not?

7.29. The reason why the respondents have been able to siphon off funds from the Respondent No.1 company is because of the fact that the Respondent No.2 have been looking after the overall finances and the administrative activities of the company. As soon as the Petitioners observed such mindless mismanagement in the affairs of Respondent No.1 company by Respondents, they reiterated that the funds are for the purposes of the Company only and the same cannot be deployed for any other purposes by the Respondents and sought to confront the with the Respondent No.2 . However, instead of taking the Petitioners seriously, the Respondent No.2 threatened that they would oust the Petitioners from the management and would take the control of the Company.

7.30. Annoyed with the email of Petitioner No. 4 and to take personal vengeance from him, Respondents continued with their negative and disturbing designs to sideline the petitioners acted against the interest of the company by calling a board meeting on 07.11.2015. In the notice dated 31.10.2015 circulated by the Respondents they sought to remove Petitioner No.4 from the Board of

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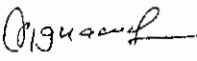

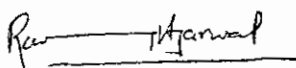
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respondent No.1 Company who has been instrumental in functioning of the Company. Further addendum was issued by Respondent No. 2 proposing names of Respondent No. 3 as CEO of Transport Division and Respondent No. 5 as CEO of Aviation Division. This was done with an intention that so that Respondents could continue running the company as their personal fiefdom without any hindrances or oppositions from any quarters whatsoever. Copy of the said notice of Board meeting along with Agenda and addendum is annexed hereto and marked as **Annexure P-10**.

7.31. All the Petitioners on receipt of the Notice dated 31.10.2015 of the Board Meeting sent their observations to the said notice over the email dated 07.11.2015 to the Respondents as the Agenda was against the interest of the company as well as the Petitioners. The Petitioners requested that the removal of Petitioner No.4 cannot be acceded to as he has always acted in the best interest of the Company and the company has grown leaps and bounds under his leadership. Petitioner No. 4 replied in detail. Copy of the emails dated 07.11.2015 sent by the petitioners are annexed hereto and marked as **Annexure P-11**.

7.32. In the Board meeting held on 7.11.2015, Petitioner No. 4 raised various issues including about statutory records of the respondent company. Though Respondent No. 5 was never appointed as Chairman of the meeting but, unilaterally usurping the position Respondent No. 5 conducted the proceedings in most autocratic fashion in a manner unknown to law, without discussion or considering the issues raised by Petitioner No. 5. None of the items were deliberated upon but were just brushed aside by saying "Noted" and no business was validly transacted at this board meeting. The audio video of the whole proceedings are available with the Petitioners and can be produced as evidence as and when so instructed by this Hon'ble Board.

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7.33. After above incidents, petitioner No. 4 demanded by email dated 07.11.2015 at 1.15 P.M. seeking inspection of statutory records of the company which were always in the custody of respondent no. 2, as he was in charge of the Finance and administrative functions of Respondent No.1 Company. The said fact is further corroborated from the fact that the E-forms were uploaded at the website of Ministry of corporate Affairs by using his digital signatures and he was doing all statutory filing of forms under Companies Act. However, respondents have not made available the statutory records of the respondent company to the petitioner no.4 till date. Copy of the email dated 7<sup>th</sup> November, 2015 at 1.15 p.m. is attached as Annexure P-12.

7.34. The Petitioner thereafter got conducted a search on the MCA portal which gave a different version than what the Respondents have assured the Petitioners all the time. After inspection, the Petitioners were totally shocked to see various ante-dated forms filed under digital signatures of Respondent No. 2 and 10 and following things were unearthed:-

- i. Alterations in the Objects Clause of MoA.
- ii. Increase in the Authorized Share Capital
- iii. Regularization of Additional Directors

All above acts have been carried out without convening valid Board meetings and shareholding meetings which facts are elaborated in subsequent paras which clearly establish that the Company is being mismanaged and the Petitioners Group being 48% of the shareholder is being oppressed.

7.35. The Petitioners had no reason to suspect the Respondents until the recent developments which clearly reflects that the Respondent No.2 with the help of other respondents was slowly but surely, illegally trying to grab the control over the Respondent Company to oust the Petitioners completely out of the entire family business. Nothing has been followed and obeyed till date as decided and

*(Signed)* Arjun Rawat

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agreed by the Respondent No. 2, 5 & 6 and in fact the whole exercise was to lay a trap against the Petitioners and just to give shape and color to their (Respondents above) ulterior and mala fide intentions of taking over the Company.

7.36. The Petitioners state that the Respondents instead of acting in the interest of the respondent No.1 company and realizing that the Petitioners have 48% shareholding which will defeat any proposal to acquire the Company, all of a sudden, on 03.11.2015 the Respondents issued another notice for the Board meeting to be held on 10.11.2015 with an agenda item to offer and issue 10 million equity shares to the existing shareholders and to the persons other than the existing shareholders. The said notice was only issued with a mala fide agenda on behalf of the Respondents to reduce the Petitioners to an abject minority and oust them from the affairs of the Company. However, some sense of responsibility prevailed over the respondents and they withdrew the said notice. Copy of the Notice dated 03.11.2015 for proposed Board Meeting on 10.11.2015 and its withdrawal is annexed hereto and marked as Annexure P-13.

7.37. It has come to the notice of the petitioners that respondents have further diverted the funds of respondent company into aviation business as per following details:-

S. No.	Bank Draft No.	Date	In favour of	Amount in Rs.
1.	628369	09/11/2015	Gujarat State Aviation Infrastructure Company Limited (GUJ SAIL)	5,00,000
2.	628370	09/11/2015	Gujarat State Aviation Infrastructure Company Limited (GUJ SAIL)	20,000
3.	633839	09/11/2015	GUJ SAIL	2,00,00,000
			Total	2,05,20,000

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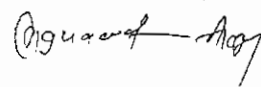
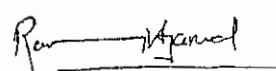
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Copy of above three Bank Drafts annexed hereto and marked as Annexure P-14 (Colly). Of late, it has been come to knowledge that one payment of Rs. 2.00 crores above has been returned back but other payments have been retained. The purpose and reasons for the same are not disclosed to the Petitioners.

7.38. On 24.11.2015, the petitioners received a notice dated 23.11.2015 on email from respondent No. 1 company for convening the Extra Ordinary General Meeting on 18.12.2015 at 5.00 P.M at the registered office of the respondent No.1 company. The notice indicated that at the said Extra Ordinary General Meeting, the sole Agenda item is seeking the removal of Petitioner No.4 as director from the Board of respondent No.1 Company. The accompanying explanatory statement has leveled numerous personal allegations against Respondent No.4, however no ground has been mentioned by the Respondent No.2 that the Petitioner has acted against the interest of Respondent No.1 Company. A copy of the notice dated 18.12.2015 for the Extra Ordinary General Meeting along with the explanatory statement 1956 is attached hereto and marked as Annexure P-15. Further it is submitted that copy of the notice for requisitioning the shareholders meeting for removal of the petitioner No. 4 along with the explanatory statement was never tabled before the Board and was never approved by in the Board meeting held on 7.11.2015 or any other Board meeting because no Board meeting was held thereafter.

7.39. The Petitioners state that the notice convening the Extra Ordinary General Meeting as stated above is liable to be set aside on the following two grounds:-

- a. Firstly, it is against the interest of the respondent No.1 Company and its shareholders as the Petitioner No.4 is associated with the company since its inception and has taken the Respondent No.1 Company to new heights in terms of revenue ,profitability & goodwill and has contributed to the growth of the Respondent No.1 Company.

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b. The notice was removing the Petitioner No.4 on the Board of the Respondent No 1 Company is against the principles of quasi partnership, which provides equal representation on the Board of Respondent No.1 Company.

C. The Respondent No.2 has assigned flimsy grounds for the removal of Petitioner No. 4 from the board of Respondent No.2 questioning his mental stability, seeking his medical reports, his personal traits etc.

7.40. The Petitioners state that the said act of illegal removal by Respondents were on account of Petitioner No.4 confronting the Respondents with facts about the diversion and deviation of the funds from the business of Respondent No.1 company to aviation sector.

#### INSTANCES OF OPPRESSION AND MISMANAGEMENT

#### 7.41 ALTERATION IN THE OBJECTS CLAUSE OF THE RESPONDENT NO.1 COMPANY

a. In the month of August 2015, the petitioners group was holding 48% shareholding and had 4 directors on the Board of Respondent No.1 company. The tabulated chart reflecting the directors on the board of respondent No.1 company is mentioned below herein:

SL. NO	FULL NAME	DESIGNATION	DATE OF APPOINTMENT
1.	MR. ANANDKUMAR NAGARMAL AGRAWAL	Director	01.07.2008
2.	MR. KAMAL KUMAR NAGARMAL AGARWAL	Director	01.07.2008
3.	MR. SATISH KISANLAL AGRAWAL	Director	01.07.2008
4.	MR. ARUNKUMAR KISANLAL AGRAWAL	Director	01.07.2008
5.	MR. VIMAL KUMAR JAGDISH AGRAWAL	Director	01.07.2008
6.	MR. GIRISH KUMAR JAGDISH AGRAWAL	Director	01.07.2008

*(Signature)* *Agarwal* *Raw* *Agarwal*

7	MR. RAVINDRA ANANDKUMAR AGRAWAL	Director	01.04.2013
8	MR. AMMEET KAMAL AGARWAL	Additional Director	01.01.2015
9	MR. AKKASH KAMAL AGARWAL	Additional Director	01.01.2015

b. That in an alleged EOGM held on 07.09.2015, the members of Respondent's Group decided to alter the objects clause in the memorandum and Articles of Association of the company at the back of the Petitioners and included the following objects in the main objects of the Respondent No.1 Company which is reiterated herein below:

*' To operate, schedule airline or air taxi services from/to and/ or within India and other countries and/or to operate non scheduled air taxi or charter services from/to and / or within India and other countries nd/or to conduct aircraft maintenance for inhouse fleet of airplanes; and/or business on commercial basis for all other airplanes and/or to conduct sales of aircrafts, helicopters, parts of airplanes on commission, brokerage, agency, authorized dealership and services'*

c. At this juncture, it is relevant to point that the Respondent No.1 Company since its incorporation and even prior to it were in the business of fleet owners and transport contractors, the said alteration in the objects clause is in complete contravention with the objects incorporated by the Respondent No.1 at the time of converting the Partnership firm to a Company. There was no reason assigned for such a sudden change in the objects clause, especially at a time when the company is earning profits and had a huge turnover from the said business. The entire conspiracy is hatched by the Respondent No. 5 & respondent No.6 who are the ultimate beneficiaries wherein their firm would gain by associating itself with Respondent No.1 Company. Copy of Form No. MGT 14 reflecting the

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*Anand Agarwal*

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alteration in the objects clause dated 09.07.2015 is annexed hereto and marked as Annexure P-17.

- d. It is pertinent to mention that the said alteration in the objects clause is illegal and unlawful and is mala fide in nature and has been done behind the back of the Petitioners by keeping the Petitioners in dark. It is pertinent to mention that the Petitioners did not receive any notices for the allegedly convened Board meeting dated 14.08.2015 and for the EOGM convened on 07.09.2015 wherein the alleged alteration to the objects clause was given effect to. The aforesaid acts of the Respondents in alteration of objects clause had been done without any valid and proper meetings of the Board of the Respondent No.1 Company.
- e. The alleged alteration in the Object clause of the Memorandum of respondent company is not in the best interest of the company but is detrimental and prejudicial to the interest of the company for the simple reason that Respondent No. 5 wants to run aviation segment as CEO of aviation business wherein he has no track record and experience of a successful entrepreneur. Just holding a CPL just not make a person a great businessman. Both Respondent No. 5 and 6 are just novice in the business acumen and yet to prove their metal. Hijacking the scarce resources of the respondent company into highly risky business is against the interest of company and liable to be declared as null and void and are liable to be set aside.

7.2 ILLEGAL INCREASE IN THE AUTHORISED SHARE CAPITAL OF THE COMPANY

- a. The authorized share capital of the Respondent No.1 company was increased to Rs. 20,00,00,000 (Rupees Twenty Crores) divided into 20,000,000 (Two Crores) equity shares of Rs. 10/- each, in a most mala fide and illegal manner in an allegedly convened meeting of the shareholders i.e. Extra Ordinary General

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meeting on 18<sup>th</sup> September 2015 without giving any notice to the Petitioner' Group which increase is being challenged in the present petition.

- b. It is pertinent to mention that despite the fact Petitioners were the directors of the respondent No.1 Company, the respondents in collusion and connivance with each other intentionally and malafidely kept the petitioners in dark. It is note worthy to mention that there was no need for increase in the share capital since no projects/ expansion were carried on by the Respondent No.1 company. On conducting the search of Respondent No.1 company at the website of ministry of corporate affairs ,it had came to the knowledge of the Petitioners that the increase in the authorized share capital was made under the digital signatures of Respondent No.2 and for the expansion plans of aviation division of the Company, which is unrelated with the business of respondent No.1 company. Copy of form MGT-14 dated 25.08.2015 reflecting the increase in authorized share capital of the Company is annexed hereto and marked as Annexure P-16.
- c. That on 18.09.2015, the Respondents in collusion and connivance with each other have increased the authorized share capital of the Respondent No.1 Company. It is submitted that the said increase in the authorized share capital was made without convening a proper and valid share holders meeting and without following due process of law. It is submitted that at that point of time, the Respondent No.1 company was making profits and there were surplus funds lying in the Respondent No.1 company and therefore there was no reason to increase the authorized share capital of the Company. It is submitted that there is a hidden agenda behind increasing the authorized share capital of the respondent No.1 Company which is to dilute the shareholding of the Petitioners Group and reduce them to abject minority and allot the same to Respondent No.5 & Respondent no.6 who are the sons of respondent No.2 herein, who are otherwise not the shareholders of the company. It is also pertinent to mention that on the alleged date of EOGM the petitioners were holding 48% shares in

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the respondent No.1 Company and therefore no EOGM could have been held without notice to the Petitioners.

- f. Moreover, the alleged forms filed by the Respondents for increase in the authorized share capital and alteration the objects clause was filed by the Respondents in collusion and connivance with each other and Respondent No. 10 reflecting the EOGM to be held on 07.09.2015 & 18.09.2015 i.e. within a span of 10 days which fact speaks volume for the illegal and malafide intentions of the Respondents in as much as the Respondents sought to give effect to their plan to take over the company from the Petitioners.

7.43 DIVERSION OF FUNDS AND RESOURCES OF RESPONDENT NO.1 COMPANY

- a. That the Respondents have been collectively involved in mass scale acts of oppression and mismanagement which can also be evidenced by the fact they have been dealing in financial transactions with their own concern 'Sangeeta Aviation Services Private Limited' i.e. Respondent No.7 without revealing their interest in the Board meeting. The exact terms and conditions of the financial transactions with Respondent No. 7 has neither been discussed nor disclosed to the petitioners.
- b. It is submitted that the documents reveal a deep routed conspiracy that the Respondents are acting against the interest of company and its shareholders. The Petitioners were taken aback when certain documents have been unearthed showing that a detailed contract agreement has already been signed by Respondent no.5 on behalf of respondent No. 1 company without the discussion and knowledge of Petitioners . Though, the Object clause of Respondent company's Memorandum of Association had not been altered and does not provide for the business of air service operation/aviation services yet the contract agreement dated 14.03.2015 between M/s Madhya Pradesh State Tourism Development Corporation Ltd. and Respondent company is for air service

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operations i.e. deployment of the requisite aircraft(s) for operating the flights and maintaining such aircrafts wherein even commitment security of Rs 25 lacs has already been paid by the company. Copy of the agreement dated 14.03.2015 entered into between Madhya Pradesh State Tourism Development Corporation Ltd. and Respondent company is annexed hereto and marked as Annexure P-17.

- c. The funds of the Respondent company are being put to use by Respondent No.5 for a business which is ultra-vires the company, and against the interest of the company and only for benefits of Respondents No. 5 and 6 who otherwise being the novices could not successfully carry on the aviation business now seek to ride on the funds and goodwill of the Respondent No.1 company to venture out and take high profile risk of aviation industry in which field no other directors have any past experience or proven track record exposing respondent company into huge risk and liability.
- d. It is also relevant to point out that a proposal was also received wherein Respondents No. 5 & 6 have approached Kotak Mahindra Bank for release of certain immovable properties mortgaged with the bank by the Respondent No.1 Company as collateral securities, perusal of this proposal clearly illustrates malafide intention of the respondents as the Respondents seek to release the properties which belonged to Respondent No. 1 and 2 and expose only those properties which belong to the Petitioners as collateral securities. The sole objective of Respondents is to utilise the capital base of the Respondent No.1 Company and in a systematic manner divert the funds and other tangible and intangible resources of Respondent No.1 Company. It is clearly emerging from the sequence of events that aviation sector will be a great financial burden and a huge liability on the respondent company and will eat away company's reserves if this business is allowed to be continued as it required huge capital for acquisition of aircrafts being capital intensive in nature.

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**7.44 NO STATUTORY RECORDS/MINUTES PROVIDED BY THE RESPONDENT**

**NO.1 COMPANY**

- a. As soon as the Petitioners responded to the Notice for removal of Respondent No.4 from the Board of Respondent No.1 Company and sought inspection of statutory records of the Company. The Respondent No.5 with a malafide intention writes an email dated 07.11.2015 addressing to the Petitioner No.4 seeking handover of the statutory records of the Respondent No.1 Company. This notice has been sent by Respondent No.5 with a malafide and improper motive only to cover up his misdeeds and to preamp any action to be taken by the Petitioners against the Respondents. A copy of the letter and notice both dated 07.11.2015 are attached hereto and marked as Annexure P-
- b. The Petitioners have been requesting the Respondents to provide the relevant information and documents of the Respondent No.1 company. However, no heed has been paid to the verbal requests of the Petitioners by the Respondents. The Respondents have deliberately withheld the said information from the Petitioners so that their acts of oppression and mismanagement in the Respondent No.1 company do not come to light.

**7.45 UNEQUAL REPRESENTATION ON THE BOARD OF DIRECTORS:**

- a. The shares of the Respondent Company four groups of family in therefore each group having two Directors on the Board. However with the deep rooted conspiracy, Respondent No. 2 has by two inducted his two sons on the Board as additional Directors of the Company with the ulterior motive to gain majority on the Board. Respondent No. 2, also manipulated Respondent No. 3 & 4 to gain majority in the voting right and to ouster the petitioners. Thus the equilibrium in composition of Board has been titled advantageously in favour of Respondents No. 2 – 6 giving undesired majority which was never envisaged in the family business of equal representation. It is agreed among the family of

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
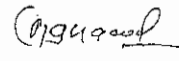
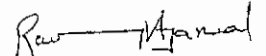
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four brothers as illustrated in the Family Tree that each family group will be entitled to 25% of the business and its fruits.

- b. It is pertinent to mention that the respondents have been indulged in gross abuse of the mismanagement of the respondent no.1 company and they have been managing the affairs of the respondent no. 1 company as per their own whims and fancies, suppressing the petitioners. All important strategic decisions involving financial transactions are being taken behind the back of the petitioners.
- c. That the respondents are constantly creating hindrances in the business managed by the petitioners' group. It is pertinent to mention that the Respondents are trying to interfere in to the day-to-day management of the company of the division managed by the petitioners' group.. It is apprehended that, if urgent interim orders are not passed, the respondents will take all efforts to create hindrances in the division managed by the petitioner group.

7.46 UPLOADING OF ANTE-DATED AND ILLEGAL AND UNAUTHORIZED EFORMS AT MCA PORTAL BY MAKING FALSE STATEMENTS IN THE FORMS THEREBY ATTRACING PROVISIONS OF SECTION 448 AND 449 OF COMPANIES ACT 2013

- a. That further after inspecting the records of respondent no.1 company from MCA portal, the petitioners have come across that the respondents are indulging in fabrication and manipulation of statutory records of the respondent no.1 company.
- b. Even without validly transacting business in the AGM and without passing a valid resolution in the AGM, form DIR-12 has been uploaded showing the change in the directorship of Respondent No. 5 and 6 from Additional Director to Director. It is most relevant to mention here that though Petitioner No. 4 had been appointed from Additional Director to a regular Director in the AGM held on 28.9.2013, till date hid form of change in status has not been filed because the said statutory compliance functions are discharged by

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Respondent No. 2 with the help of Respondent No. 10. Copy of Form DIR 12 filed with the Registrar of companies is annexed hereto and marked as Annexure P-18.

8. That various acts of oppression and mismanagement done at the instance and behest of the respondents in the affairs of the respondent no.1 company require immediate indulgence from this Hon'ble Board. It is submitted that the respondents are bent upon to destroy and eliminate the very existence of the respondent no.1 company. It is therefore in the best interest of the respondent no.1 company that a receiver is appointed to run, manage and supervise the affairs of the respondent no.1 company so that the various illegal and unlawful acts of commission and omission carried out by and/or at the instance of the respondents are stopped. Further justice, equity and fair play demands that this Hon'ble Board should immediately interfere in the affairs of the respondent company by appointing an Observer, so that other acts of oppression and mismanagement done at the instance of the respondents could come to light.
9. The said acts of oppression and mismanagement has been done only to take control of the Respondent Company through mala fide means. The details and reasons of the said acts have already been given hereinabove. The same are liable to be declared as illegal, unlawful and void and are liable to be set aside as they are prejudicial to the interest of the company and petitioners for the following reasons:-
  - i. Petitioners group holds 48% of total shares while Respondents group holds 52% of the total shares. As per family settlement it was agreed among the family of four brothers as illustrated in the Family Tree that each family group will be entitled to almost 25% each in the business, therefore shareholding and Board position was almost evenly spread. However with the induction of Respondent No. 5 and 6 the equilibrium has been tilted and decisions are being taken behind the back of the

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Ram Prasad

petitioners which are not in the best interest of respondent company but best suited to Respondent No. 2, 5 and 6 by suppressing the Petitioners.

ii. No legal and valid board meetings as well as shareholders meeting have been held for taking the decision in respect of alteration in object clause and increase in authorized share capital. The said decisions are illegal and unlawful and have been taken by the Respondents unilaterally without due consent, knowledge and concurrence of the Petitioners.

iii. No valid Board Meetings and Annual General Meetings of the Company have been held. No statutory records has been provided to the petitioners.

iv. No due process in accordance with the Companies Act has been followed and the said decisions were all illegal and executed in a fraudulent manner and the same are liable to be set aside on this ground alone.

10. It is submitted that from the aforesaid facts, it would be apparent to this Hon'ble Board that the Respondents are by their conduct oppressing the Petitioners. The Petitioners, therefore, pray that this Hon'ble Board be pleased to grant the relief prayed for by the Petitioner in the present petition.

11. That there is no alternative efficacious remedy available to the Petitioners to redress their grievances as shareholders and directors. The Petitioners are thus filing the present petition with reluctance and hesitation, but having no other alternative, in filing the present petition which arise out of lack of probity and unfair attitude of the Respondents and also due to complete loss of faith and confidence on the Respondents. There has been gross mismanagement on the part of the Respondents.

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12. That the petitioners made lot of efforts and held various discussions to resolve the disputes amicably keeping in view the long family relations. However, all efforts of the Petitioners to reach a fair, reasonable and acceptable settlement to run the company in fair manner have met with no positive response from the Respondents' group, and have been turned down by the Respondents repeatedly, whose intentions are malafide and capricious.
13. That the Petitioners have reasons to believe that the Respondents are not interested in the welfare and well being of the Respondent No. 1 company and are actively mismanaging companies, which is prejudicial to the interest of the company and the Petitioners.
14. That the greed and personal consideration and selfishness of the Respondents knows no limit or bounds and they are all out to harm the Petitioners and the Respondent No.1 Company and obtain personal gains for themselves.
15. That the actions of the Respondents are so burdensome, harsh and unbearable that the affairs of the respondent company will be finished completely if evil designs of the respondents are permitted to continued further and not declared as illegal. the conducts of the Respondents shows lack of probity and fairness and there is total breach of faith and confidence between the Petitioners and Respondents.
16. That from the above facts and circumstances, it is clear that the Respondents are adversely affecting the rights and interests of the Petitioners and acting in a manner which is highly oppressive of the Petitioners as shareholders and directors of the company and the Respondent No.1 Company is being mismanaged. It is humbly submitted that the actions of the Respondents are in

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clear departure from fair dealing and probity in the conduct of the affairs of the Respondent No.1 Company.

17. That the Respondents in connivance with other Respondents are indulging in unfair and inequitable activities, and in the facts and circumstances, it will be just and equitable to wind up the company and Respondents are acting in the manner, which is oppressive of the minority shareholders and there is a lack of probity and loss of confidence and faith between the Petitioners and the Respondents, and the Petitioners will be justified in seeking, winding up of the company, in the above mentioned facts and circumstances. However, as the winding up of the Respondent company may not be in the interest of the company and the Petitioners and also other shareholders, the Petitioners are praying for an equitable relief which are reliefs other than winding up companies, under section 397 & 398 read with section 402, 403 & 406 of the Companies Act, 1956.
18. That the petition is within the period of limitation and is filed in the interest of justice, equity and fair play and to enforce the rights / interest of the Petitioners which are being violated / affected by the Respondents in connivance with other Respondents and that the Petitioners will suffer irreparable loss and injury if the orders as prayed herein after are not granted immediately. The subject matter is also under the jurisdiction of this Hon'ble Bench.
19. That the Petitioners state and submit that this petition has been made bonafide and in the interest of justice.
20. That the Petitioners further state and submit that unless interim order as prayed for herein, are made, the Petitioners will suffer irreparable loss and injury. The

*Murug*

*Agarwal*

*Ravi Agarwal*

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balance of convenience is also in favour of the Petitioners, who are likely to succeed in the petition.

21. MATTER NOT PREVIOUSLY FILED OR PENDING IN ANY OTHER COURT.

The Petitioner declares that the Petitioners have not filed any application, writ petition or suit before any other court covering the matters in respect of which the present petition has been filed.

22. RELIEF SOUGHT

In view of the facts mentioned above, the Petitioners most humbly prays that this Hon'ble Board may be pleased to:-

FINAL PRAYER

- A. To pass appropriate orders under section 397 of the Companies Act, 1956 to regulate the affairs of the company and to end oppressive acts complained thereof and also to pass appropriate directions under Section 398 of the Act thereby ending conduct of affairs of company which are being conducted in manner prejudicial to the company and various stakeholders
- B. Pass an order of Injunction on the respondents from interfering in the operation, control and management of Transport Division of the respondent no.1 company.
- C. Pass an order of cancellation of all agreements entered into by the Respondents which require the consent and approval of Board of Directors of Respondent No.1 Company.

Agreed

Atty

Rev. Member

- D. To declare and set aside the increase in authorized share capital of the Respondent No.1 Company from Rs. 10 crores to 20 crores as per forms filed with Registrar of Companies as illegal, unlawful, null and void.
- E. To declare and set aside the alteration in objects clause of the Respondent No.1 Company as per forms filed with Registrar of Companies illegal, as unlawful, null and void.
- F. To declare and set aside the alleged AGM/ EOGM Meetings dated 07.09.2015, 10.9.2015 & 18.09.2015 & Board Meetings dated 14.08.2015 25.08.2015, 10.09.201, 07.11.2015 & 10.11.2015, 18.11.2015 as shown by the respondents of the respondent no.1 company and all consequential forms filed with RoC as illegal, unlawful, null and void declare resolutions passed therein as illegal and void.
- G. To set aside appointment of Respondent No.5 & 6 as Director of the Respondent No.1 Company w.e.f. 10.09.2015 to be illegal, unlawful, null and void and declare DIR-12 filed thereto with the office of ROC as illegal and void.
- H. Permanent Injunction be granted restraining the respondents from altering the shareholding pattern and the composition of the Board of Directors of the Company without leave of this Hon'ble Board except as provided hereinabove.
- I. Permanent injunction be granted restraining the respondents from diverting the funds and other tangible and intangible resources and assets of respondent No.1 Company to any other company owned, controlled and managed by the Respondents in any manner whatsoever.
- J. The Board of Directors of the Company be superseded and a Committee be appointed comprising equal number of representatives of the Petitioner and the respondents on such terms as this Hon'ble Board may deem, fit and

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proper with a direction to manage and run the affairs of the Company to end the deadlock in the company.

- K. Scheme be framed to regulate the management and affairs of the company on such terms and conditions as this Hon'ble Board may deem, fit and proper to end deadlock in the company.
- L. Pass such other/further order/directions, which this Hon'ble Board may deem fit and proper in the facts and circumstances of the present case.

INTERIM RELIEF

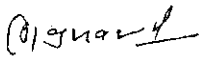
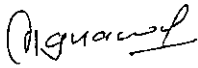

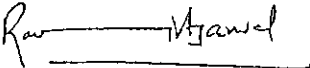
- a. Restrain the Respondents from convening the Extra Ordinary General meeting to be held on 18.12.2015 at the registered office of the Company seeking removal of Petitioner No.4 from the directorship of Respondent No.1 Company.
- b. Restrain the Respondents from giving effect to the agenda items circulated in the Notice for EOGM dated 18.12.2015
- c. Restrain the Respondents from holding the Board Meetings & Annual General Meetings without prior permission of the Hon'ble Company Law Board.
- d. Restrain the respondents from interfering in the Transport Division run and managed by the Petitioners Group including the day-to-day operations and bank operations of the said Division
- e. To restrain the Respondents from selling, encumbering, transferring or mortgaging the assets of the Respondent No.1 Company, land and other assets of the Respondent No.1 Company including advance given against the properties or creating any third party rights.
- f. Restrain the Respondents from giving effect to the agenda items circulated in the Notice for Board meeting dated 07.11.2015 .

*Alex*      *Original*      *Rev* \_\_\_\_\_

- g. Direct the respondents to grant inspection of statutory and other records of Respondent No.1 Company in the capacity as shareholders and Directors of the Company.
- h. Direct the respondents that all cheques of the respondent company be signed jointly by petitioner and respondent group.
- i. Direct Registrar of Companies to block all future filings and mark the company as management dispute for the benefit of general public at large.
- j. Pass such other/further order/directions, which this Hon'ble Board may deem fit and proper in the facts and circumstances of the present case.

21. Particulars of Bank draft evidencing payment of fee for the petition or application made:

- I. Branch of the bank on which drawn MCA .....
- II. Name of the issuing branch .....
- III. DD No.....
- IV. Date .....
- V. Amount Rs.....

Names of Petitioners	Signature
1) Satish Kisanlal Agarwal (Petitioner No. 1)	
for. 2) Arun Kumar Kisanlal Agarwal (Petitioner No. 2)	
3) Anandkumar Nagarmal Agrawal (Petitioner No. 3)	
4) Ravindra Anandkumar Agrawal (Petitioner No. 4)	

Date: 2-12-2015

Place: Mumbai  .A

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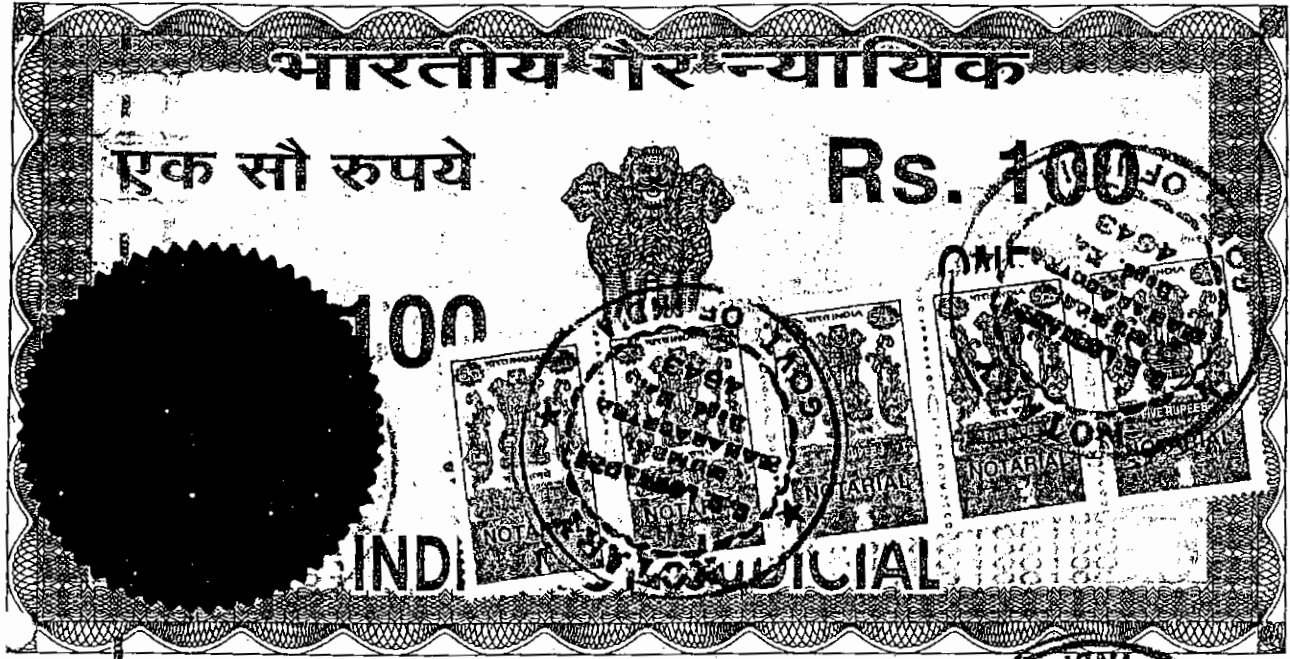
Through

LAKSHMI GURUNG, ....., RISHI SOOD  
LG CORP LAW  
D-12, LGF, LAJPATNAGAR – 3  
NEW DELHI -110024  
Mobile: 011-9313004529,

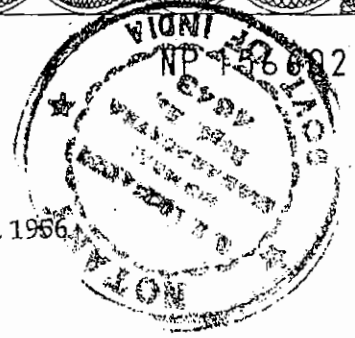
Counsel

*Agarwal*

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GOA



महाराष्ट्र MAHARASHTRA 2015  
BEFORE THE COMPANY LAW BOARD  
MUMBAI BENCH, MUMBAI



प्रधान मुद्रांक कार्यालय, मुंबई  
प. मु. वि. क्र. ८००००१९  
- 3 NOV 2015  
सक्षम अधिकारी

COMPANY PETITION No. \_\_\_ of 2015  
IN THE MATTER OF THE COMPANIES ACT, 1956

AND

IN THE MATTER OF SECTION 397 & 398 OF THE SAID ACT

AND

IN THE MATTER OF M/S. SUPREME TRANSPORT ORGANISATION PVT. LTD.

Having registered office at 5/B-34, Akshay Mittal Industrial Estate, M.V. Road,  
Andheri (East), Mumbai-400059, Maharashtra.

1. MR. SATISH KISANLAL AGARWAL  
R/O- DABRIWALA BHAWAN, NEAR SBI  
MALEGAON, NASIK-42303
2. MR. ARUN KUMAR KISANLAL AGARWAL  
R/O- DABRIWALA BHAWAN, NEAR SBI  
MALEGAON, NASIK-42303
3. MR. ANANDKUMAR NAGARMAL AGRAWAL  
R/O- DABRIWALA BHAWAN, NEAR SBI  
MALEGAON, NASIK-42303

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4. MR. RAVINDRA ANANDKUMAR AGRAWAL  
R/O- 703, MISTRY COMPLEX, J.B. NAGAR,  
ANDHERI (EAST), MUMBAI- 110059

.....PETITIONERS

VERSUS

1. M/S SUPREME TRANSPORT ORGANISATION PVT. LTD.  
HAVING ITS REGISTERED OFFICE AT  
5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V. ROAD  
ANDHERI (EAST), MUMBAI,  
MAHARASHTRA- 400059
2. MR. KAMAL N. AGARWAL  
R/O- 703, MISTRY COMPLEX, J.B. NAGAR,  
ANDHERI (EAST), MUMBAI- 110059
3. MR. VIMAL AGARWAL  
R/O- DABRIWALA BHAWAN, NEAR SBI  
MALEGAON, NASIK-42303
4. MR. GIRISH AGARWAL  
R/O- DABRIWALA BHAWAN, NEAR SBI  
MALEGAON, NASIK-42303
5. MR. AMMEET KAMAL AGARWAL  
R/o 703, SANKALP BUILDING, MISTRI COMPLEX,  
J.B. NAGAR, ANDHERI (EAST), MUMBAI- 110059
6. MR. AKASH KAMAL AGARWAL  
R/o 703, SANKALP BUILDING, MISTRI COMPLEX,  
J.B. NAGAR, ANDHERI (EAST),  
MUMBAI- 110059
7. M/S. SANGEETA AVIATION SERVICES PVT. LTD.  
HAVING ITS REGISTERED OFFICE AT  
5B-34, AKSHAY MITTAL IND. ESTAT  
SAKI NAKA, ANDHERI (EAST),  
MUMBAI
8. M/S. MADHYA PRADESH STATE TOURISM  
DEVELOPMENT CORPORATION LTD.  
HAVING ITS PRINCIPAL OFFICE AT  
PARYATAN BHAWAN, BHADBHADA ROAD  
BHOPAL - 462003

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9. DINESH SANWARMAL CHAUDHARY  
PARTNER, DINESH CHAUDHARY & ASSOCIATES  
BUILDING NO. 52, ROOM NO.11, SECOND FLOOR,  
3<sup>RD</sup> MARINE STREET, DHOBI TALAO, MUMBAI-400002

..... RESPONDENTS

AFFIDAVIT IN SUPPORT OF THE PETITION



We, the undersigned Petitioners:

- 1) Mr. Satish Kisanlal Agarwal, aged 53, S/o Shri. Kisanlal Agarwal, residing at Dabriwala Bhawan, Near SBI Malegaon, Nasik-42303, Occ: Business, and;
- 2) Mr. Arun Kumar Kisanlal Agarwal, aged 47, S/o Shri. Kisanlal Agarwal, residing at Dabriwala Bhawan, Near SBI Malegaon, Nasik-42303, Occ: Business, and;
- 3) Mr. Anandkumar Nagarmal Agrawal, aged 59, S/o Shri. Nagarmal Agrawal, residing at Dabriwala Bhawan, Near SBI Malegaon, Nasik-42303, Occ: Business;
- 4) Mr. Ravindra Anandkumar Agrawal, aged 27, S/o Shri. Anandkumar Agrawal residing at 703, Mistry Complex, J.B. Nagar, Andheri (East), Mumbai- 110059, Occ: Business.

do hereby solemnly affirm and state as under:

1. We are the shareholders of M/s. Supreme Transport Organisation Pvt. Ltd. conversant with the facts of the accompanying Petition.
2. We say that the statements made in paragraphs 1 to 21 of the Petition are true to our knowledge and based on records.
3. The statements made in para 22 are prayers.
4. We state that whatever is stated in the enclosed Petition is true and correct to the best of our knowledge and belief and that no part of it is false and nothing material has been concealed therefrom.

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FOR

Names of Petitioners

Signature

1) Satish Kisanlal  
Agarwal  
(Petitioner No. 1)

2) Arun Kumar Kisanlal  
Agarwal  
(Petitioner No. 2)

3) Anandkumar Nagarmal  
Agrawal  
(Petitioner No. 3)

4) Ravindra Anandkumar  
Agrawal  
(Petitioner No. 4)

Date:

Place:

ATTESTED BY ME  
  
S. R. LOKHANDE  
NOTARY  
MUMBAI - (MAHARASHTRA)  
2 DEC 2015



NOTED & REGISTERED  
Sr. No...373...139...  
Dated ...2 DEC 2015...



# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

55 part 2 Opposite Arihant Industrial Estate Laxmi Nagar Goregaon West  
Mumbai - 400 104 Email mumbai@stoptl.in Website: www.stoptl.in



Exhibit "B" (102)

To,  
The Inspector Incharge,  
Bangur Nagar Police station,  
Goregaon/Malad, Mumbai

20<sup>th</sup> October 2016

Sir,

Re: Offence of cheating criminal breaches of trust and forgery.

1. With reference to the above, this is to place on record that we are the company incorporated under the provisions of Companies Act and have our office scattered at different places including at the address mentioned hereinabove which falls within your jurisdiction.
2. Please note that the said company is in the business of transportation and holds a good reputation in the society at large. Please note that in the said company, one group headed by Kamal Agarwal are holding 52% shares whereas the other group claimed to be holding 48% shares however, their shares are in disputes.
3. Please note that as far as the said group who is in minority, they have approached to the Company Law Board and on the contrary, in the proceedings before the Company Law Board, a specific order have been passed by virtue of which, they are not entitled to operate any Bank Account and/or take any such decisions. Copy of the said order is enclosed herewith for your ready reference.
4. Please note that since the company is in the business of transportation, in the routine course, due to the accidents and/or damages, the company is required to obtain necessary insurance and accordingly, from time to time, the company receives necessary insurance claim from the Insurance Companies. Please note that all the financial transaction of the company is being done from the account maintained with Bank of Kotak Mahindra Bank and HDFC situated at Delhi and PNB at Mumbai. Save and except the said Bank account, the company do not operate any other account in any manner whatsoever.
5. It seems that at one point of time, the company had opened a Bank account in the Bank of Baroda, Malegaon Branch however, for years together, the said Bank account is a non-operative Bank account and as such, no operations are being conducted from the said account.  
Please note that in the routine course, the company have been receiving a huge amount from the Insurance companies and other branches and accordingly, in the month of October 2016, the company realized that some of the amounts have not been received by the company.

*D. J. P.*  
लेखनिक,  
गुर नगर (सिडि रोड) पोलीस ठाणे,  
मालव (द) महानगर - ४०० ०६४.  
दि. 22/10/16



# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO UG0230MH2008PTC216143 MSME REGD NO 27222200461

55 part 2 Opposite Arihant Industrial Estate Laxmi Nagar Goregaon West  
Mumbai - 400 104 Email [mumbai@stoptl.in](mailto:mumbai@stoptl.in) Website: [www.stoptl.in](http://www.stoptl.in)

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6. With this, the company started making enquiries with different parties and the Insurance company however, all of them have claim that they have already paid necessary amounts. Some of the branches of the company have also confirmed having transferred certain amount to the account of the company. Though, all those parties have claimed having transferred the amounts however, since no such amounts have received by the company, the company started making necessary enquiries.
  7. Please note that upon enquires being made, now, company has been informed by the employees of the company who are stationed and working from the aforesaid office of the company that infact, the company had received a huge amount to the tune of Rs. 2,61,36,480/- however, all those amounts have been illegally transferred by the said directors of the company viz. (1) Satish K. Agarwal (2) Arun K. Agarwal illegally. Please note that the said amounts have been transferred by all those persons by creating forged and fabricated documents by showing as if the amounts are required to be paid on account of the alleged claim expenses etc.
  8. They have also illegally withdrawn a huge amount on account of the alleged salary though, they are not entitled to receive any such amounts and in such manner, they have committed offence under the provisions of Section 465, 467, 471 of IPC. Please note that every Director of the company is agent of the company and holds amounts in respect of the company in trust and under any circumstances, he is not entitled to utilize the said amounts for his own benefit however, in the present case, the said Directors have pocketed the said amounts and in such manner, they have also committed necessary offence under the provisions of Sections 409 of IPC.
  9. Please not that by virtue of such illegal transfer of amounts, the said Directors have also made illegal profit for themselves and loss to the company and in such manner, they have also committed necessary offence of cheating. Please note that since the aforesaid offences committed by the said persons have come to the knowledge of the company at the office situated at the aforesaid address falling within your jurisdiction we are writing the present complaint to you with a request to take immediate action in the matter.

Hoping an early and positive action.

Thanking You

Yours Faithfully,

For SUPREME TRANSPORT ORGANISATION PVT. LTD.

CHAIRMAN & MANAGING DIRECTOR



NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH, MUMBAI

C.P No. 88/(MAH)/2015  
CA No.

104

CORAM:

Present: SHRI B.S.V. PRAKASH KUMAR  
MEMBER (J)

SHRI V. NALLASENAPATHY  
MEMBER (T)

ATTENDANCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF  
THE NATIONAL COMPANY LAW TRIBUNAL ON 07.12.2016

NAME OF THE PARTIES: Mr. Satish Kisanlal Agarwal & Ors.  
V/s.

M/s. Supreme Transport Organisation Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397/398 & 235 of the Companies Act  
1956 and 241/242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
1	M.S. BHADWAT	Adv for Respondent	
2	Rishi Sood	Adv for Petitioners	
3	Dr S.K. Saini	Pres for Resp	

Order

CP No. 88/397-398, 235/CLB/MB/MAH/2015

The Respondents filed CA 75 of 2016 seeking the reliefs as follows:

- (i) Remove the Petitioner No.4 as Director of the Respondent No.1 Company as his continuation is causing irreparable harm and damage to the goodwill, business and reputation of the Respondent No.1 company;
- (ii) Vary and/or modify the Order dated 13.1.2016 passed by this Hon'ble Company Law Board to the extent it contains directions to the Respondent No.1 Company to inform the Petitioners on daily basis about the expenses incurred by the Respondent No.1 Company along with all Financial Transactions;
- (iii) To pass any such Order or Orders as this Hon'ble Board deems fit;

Cont... on pg.2

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Looking at the Petition, it appears that the Respondents want removal of P4 as Director of the company on the allegation that P4 has siphoned funds of the company. For which it appears they filed a complaint before EOW and the investigation is pending. As to other relief, the Respondents sought modification to the Order to change the direction of informing the Petitioners on daily basis about expenses incurred by R1 company along with the financial transactions.

In respect to this relief, for the Petitioners having candidly come forward to agree to take information on weekly basis instead of daily basis, the Order dated 13.1.2016 to the extent of giving information on daily basis is hereby modified directing the Respondents to provide information without fail in relation to the expenditure and all financial transactions on weekly basis since 1.4.2016.

On hearing the deliberations of the other side in respect to account in Bank of Baroda situated in Malegaon, for the Petitioners side has agreed to give financial statements of that account on weekly basis to the Respondents, the Petitioners are directed to give financial statements and other details in respect to that Account on weekly basis since 1.4.2016.

As to removal of P4 as Director of the company is a point to be decided in the Main Petition, that will be taken into consideration while hearing the main Petition.

Though it goes without saying that the parties are not expected to seek modification or variation of orders already decided on merits, for there being consensus between the parties, the order dated 13.1.2016 is modified as above on the consensus arrived between the parties.

Accordingly, CA 75/2016 is hereby disposed of.

List other applications if any pending, with CP 19/2016 u/s.58, 59 for hearing on 17.1.2017.

sd/-

**B.S.V. PRAKASH KUMAR**  
Member (Judicial)

sd/-

**V. NALLASENAPATHY**  
Member (Technical)



**M Siroya and Company  
Company Secretaries**

A-103, 3rd Floor, Building (Mazhukun), Near Ekta Bhoomi Gardens, Rajendra Nagar, Borivali (E), Mumbai - 400 066  
Tel.: +91 22 98206928 (R); +91 22 28546523 (D); Cel: +91 9324310151; E-mail: siroyam@gmail.com; www.msiroya.com

*Reliance  
Circulars  
Board  
Resol  
dat 21/12/2015*  
HAND DELIVERY

CAN NO 16 of 2016

Date: February 13, 2017

*Lakshmi Gaur  
emailed  
on 13/2/17*

To,  
1. M/s Supreme Transport Organisation Private Limited  
5/B-34, Akshay Mittal Industrial Estate,  
M.V. Road, Andheri (East), Mumbai  
Maharashtra- 400059.

2. S. K. Jain & Co.  
Practicing Company Secretary  
13/16, Kapadia Chambers, Ground Floor,  
599, J.S.S. Road, Chira Bazar, Mumbai - 400 002

Sub. : REJOINDER ON THE BEHALF OF  
PETITIONERS/APPLICANTS TO THE REPLY FILED BY  
RESPONDENTS NO. 1 TO 6 SEEKING RESTRAINING THE  
RESPONDENTS FROM RELYING, ACTING, CIRCULATING  
THE PURPORTED BOARD RESOLUTION DATED 21.12.2015  
Ref. : IN THE MATTER OF COMPANY PETITION NO.88(MB) OF  
2015

Sir,

1. We address you on behalf of our client, Mr. Satish Kisanlal Agarwal and Ors.  
the Petitioners/ Applicants;



*Received by Prashant on 13/02/2017  
Time - 7.30 P.M*

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**M Siroya and Company**  
**Company Secretaries**

A-103, Samved Building (Madhukunj), Near Ekta Bhoomi Gardens, Rajendra Nagar, Borivali (E), Mumbai - 400 066  
Tel.: +91 22 28706523/24; 28546523(D); Cel: +91 9324310151; E-mail: siroyam@gmail.com; [www.msiroya.com](http://www.msiroya.com)

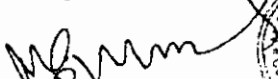
2. Please find enclosed the Rejoinder on behalf of Petitioners/Applicants to the Reply filed by Respondents No. 1 to 6 for seeking restraining the Respondents from relying, acting, circulating the purported Board Resolutions dated 21.12.2015; and
3. Please take note that we shall be mentioning the said Rejoinder at the next date of hearing where you may remain present if you so desire.

Kindly Acknowledge the Receipt of the same.

Yours faithfully

For M Siroya and Company

Company Secretaries

  
Mukesh Siroya



Proprietor

Membership No.: FCS 5682

CP No.: 4157

Authorised Representative for Petitioners/Applicants

Encl: As above

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH, AT MUMBAI

REJOINDER TO COMPANY APPLICATION NO. .... OF ~~2017~~ 16 of 2016

IN

COMPANY PETITION NO. 88 (MB) OF 2015

IN THE MATTER OF

SUPREME TRANSPORT ORGANISATION PVT. LTD.

AND IN THE MATTER OF

SATISH KISANLAL AGARWAL

& ORS. .... APPLICANTS/ PETITIONERS

VERSUS

SUPREME TRANSPORT ORGANISATION

PVT. LTD. & ORS. .... RESPONDENTS

REJOINDER ON THE BEHALF OF PETITIONERS/APPLICANTS TO THE REPLY FILED BY RESPONDENTS NO. 1 TO 6 SEEKING RESTRAINING THE RESPONDENTS FROM RELYING ACTING, CIRCULATING THE PURPORTED BOARD RESOLUTION DATED 21.12.2015.

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Sr. No.	Particulars	Pages
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2.	Affidavits by Applicants	15 to 18
3.	ANNEXURE - 1 Copy of email of counsel of Petitioners to counsel of Respondents for calling the meeting for settlement talks	19 to 20

BEFORE THE HON'BLE COMPANY LAW BOARD,  
MUMBAI BENCH, MUMBAI

110

COMPANY APPLICATION NO . . . . . OF 2016  
IN  
COMPANY PETITION NO.88 (MB) OF 2015

IN THE MATTER OF :

THE COMPANIES ACT, 1956 - SECTIONS 397, 398, 402, 403 AND /  
OR OTHER APPLICABLE PROVISIONS OF THE COMPANIES  
ACT, 1956 AND OTHER APPLICABLE PROVISIONS OF  
COMPANIES ACT, 2013

AND

IN THE MATTER OF

SUPREME TRANSPORT ORGANISATION PVT. LTD.

AND IN THE MATTER OF :

MR. SATISH KISANLAL AGARWAL & ORS.

.....APPLICANTS/ PETITIONERS  
VERSUS

M/S SUPREME TRANSPORT ORGANISATION PVT. LTD.

.....RESPONDENTS

REJOINDER ON THE BEHALF OF PETITIONERS/APPLICANTS  
TO THE REPLY FILED BY RESPONDENTS NO. 1 TO 6 SEEKING  
RESTRAINING THE RESPONDENTS FROM RELYING ACTING,  
CIRCULATING THE PURPORTED BOARD RESOLUTION  
DATED 21.12.2015.

MOST RESPECTFULLY SHOWETH:

The Applicant/Petitioner reiterates the contents of the application and anything stated to the contrary by the Respondents in its reply save and except specifically admitted herein are denied as if they have been specifically traversed.

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**PRELIMINARY OBJECTIONS ON BEHALF OF THE PETITIONERS:**

1. That the averments made by the respondents in the reply to the application are self-contradictory and wrong.
2. That the facts in the said reply are misrepresented to make wrongful gains by illegal means. That the respondents have cleverly evaded answering to the averments raised by the Petitioners in the application which would have demonstrated the malafides of the Respondents and their failure to bring true facts to light.
3. That the present response has been filed by Respondent No.1 company, Respondent No.2, Respondent No.6 & Respondent No.5 & Respondent No. 5 on behalf of Respondent No. 3 & 4. It is pertinent to mention that the Respondent No. 5 has failed to place on record any Power of attorney executed by Respondent No.3 & 4 in favour of Respondent No. 5. Furthermore, the Respondent No.5 has sworn an affidavit on his behalf and on behalf of Respondent no. 3 & 4 and the entire affidavit sworn by Respondent No.5 is defective and should be strike off from the records along with the pleadings, the affidavit fails to aver that the Respondent No.5 has knowledge of the contents on behalf of Respondent No. 3 & 4.
4. The Respondents in the entire response has failed to place any documents to substantiate their stand of convening the Board meeting on 21.12.2015 or for any other date either in the form of minutes book, agenda or notice for convening the board meeting on 21.12.2015 or on any other dates so alleged by the Respondents o having the Board meeting took place which confirms the assertions

of the Petitioner that infact no board meeting ever took place in the Respondent No.1 Company post filing of the company Petition No. 88(MB) of 2015 by the Petitioners against the Respondents. The Respondents driven with vendetta to throw the Petitioners out of the Company at any cost and are involved in rampant siphoning off the funds and are creating forged and fabricated documents, resolutions to promote their cause and are filing them with impunity before the Judicial forums and other authorities, banks etc. This fact substantially demonstrates the complete mala fide intentions of the Respondents which also proves beyond any doubt that the sole ulterior motive is to deprive and oppress the minority shareholders.

5. The Respondents being the directors in utter disregard to their fiduciary duties have indulged in various condemnable activities, which are not only prejudicial to the interest of the Petitioners but have also affected the image of the Respondent No.1 Company.

PARAWISE REPLY TO PRELIMINARY SUBMISSIONS

1. That the contents of Para 1 of the submissions needs no reply.
2. That in response to Para 2 of the Preliminary submissions it is submitted that the present application has been filed on behalf of the Petitioners to bring the illegal acts of the respondents to light before the Hon'ble Tribunal. It is categorically denied that the Applicants have filed the application to stall the hearing of the main Petition on the contrary it has been the respondents who have been evading the hearing of the matter at one pretext or the other on flimsy grounds.

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No illegal payments have been made from the Malegaon Branch of Bank of India  
No response on illegal retention of 3 flats

It is denied that the present application has been filed to conceal the misdeeds as the applicants have siphoned off crores of rupees and are retaining the possession of the flats.

The Applicants submits that no illegal payments have been made from the account of the company maintained with Malegaon Branch and the entire amount so paid has been duly accounted for and the details of the same has also been shared with the Respondents unlike the Respondents who either do not furnish any details of the bank statements or furnish incomplete, fudged account statements to the Petitioners.

The contents of the suits so filed by the Respondents against the Petitioners are a matter of record. It is though relevant to mention that the genesis of the suits so filed by the Respondents is based on the strength of forged and fabricated documents filed before the Judicial forums in the form of board resolutions to arm twist the Respondents to succumb to the pressures of the Respondents and to withdraw the case so pending before the Hon'ble Tribunal. The other suits so instituted are not the subject matter before the Hon'ble Tribunal and is sub judice before the concerned civil courts, the petitioner reserves their right to place additional documents on record to substantiate their case.

It is categorically denied that the Petitioners have filed the present application with ulterior motives to desist the Respondent No.1 company from pursuing the said civil suits. The Respondents have failed to place on record the notice of

the agenda items, the date time and venue of the Board meeting, copy of the minutes so circulated to the Board members or the minutes book of the resolution dated 21.12.2015 which affirms the fact that the resolutions were nothing but a forged and a fabricated document created by the Respondents to promote their illegal interests. This assumes significance in light of the fact no board meeting or AGM/EOGM as mandated under the companies Act, 2013 or otherwise has never been convened by the Respondent No.1 Company from November 2015 till date, despite repeated reminders sent over the email by the Petitioners on regular intervals to the Respondents.

3. That the contents of Para 3 of the Preliminary submissions are false, frivolous hence denied. It is denied that the Petitioners have siphoned off more than 2.75 crores from the bank account no. 04720200000561 with Bank of Baroda. It is submitted that the Petitioners continues to be the directors of the Respondent No.1 Company and the Respondent No.1 company authorizes the Petitioner No.1 to operate its account maintained with Malegaon Branch. Moreover, the amounts so paid by the Petitioners are duly been accounted for and has been paid to clear the liabilities of the Respondent No.1 company incurred during the normal course of the business. The petitioners have already submitted details of the amount so paid to the creditors along with the all the relevant details i.e. the nature of payment, amount, name of the creditor which affirms the fact

*Petitioner 1 is authorized to operate Bank acc with Malegaon Branch*

*Amount paid to the creditors*

*all the amounts*

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6800817/- was paid as Director's Remuneration and other dues to the Petitioners

that the amount has been utilized for the benefits of and in discharge of liabilities of the Company. The amount of Rs. 68,00,817/- was paid as Director's remuneration and other dues to the Petitioners. Even the TDS amount was deducted by the Respondent No.1 company on the salaries so due to the directors.

It is further submitted that an amount of Rs. 1,45,12,066/- was received by the Respondent No.1 Company from the United India Insurance Company towards the insurance claim amount on the goods which got damaged on account of flood in Chennai. The Company has kept the goods of the third parties in its godown which got submerged during the floods in Chennai resulting in huge losses to the company, on receipt of the claim amount by the Respondent No.1 company, the same amount was paid to the third parties to whom the goods belong and were kept in the godown of the Company and on whose behalf claims were made with the insurance Company. It is also pertinent to mention that entire payment which has been made to the third parties have been made through cheques and are duly accounted for and also finds mention in the response filed by the Respondents.

Recd  
United  
India  
Insurance  
Company

1,45,12,066 received from Insurance company has been paid to third parties

As per freight Refund in consonance of general trade practice

As far as claim of bilty freight refund in concerned, it is submitted that the said amount is refunded to the parties which is in consonance with the general trade practice in the transport business. It is submitted that the refund is made in respect of the freight charges received from the said parties. As per the

general trade practice a part of the freight charges recovered in each bill is to be refunded back to the consignors which has been done in the present case. The details of bill refund were shared with the Respondents with all the requisite details. The Respondents are deliberately trying to cook up the story of siphoning off funds to hide their illegal acts of misappropriation of funds of the Respondent No.1 company for their own personal benefits.

*False*

4. That the contents of Para 4 of the application is a matter of record and needs no reply. It is though reiterated that the Respondents have failed to place on record any document to prove the authenticity of the purported Board resolution dated 21.12.2015 as no board meeting ever took place on 21.12.2015.

5. That the contents of Para 5 of the preliminary submissions are false, frivolous hence denied. It is denied that the Petitioners have made up an attempt to siphon off the properties of the Respondent No.1 Company rather it is Respondents which are usurping the properties and assets of the Respondent No.1 Company which has been pointed out by the Petitioners by the way of Company application which is pending adjudication before the Hon'ble Tribunal.

6. That the contents of Para 6 of the preliminary submissions are false, frivolous hence denied. It is denied that the Petitioners have started the Parallel firm in the name and style of M/s. Supreme Freightway Carriers. The Respondents are making

*Supreme Freightway Carriers*

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baseless allegations against the Petitioners without any  
corresponding proof thereof. The Respondents are deliberately  
trying to link up the firm by the name of Supreme Freightway  
Carriers with the Petitioners so as to prejudice the Hon'ble  
Tribunal.

7. That in response to Para 7 of the preliminary submissions it is submitted that the Petitioners are holding 48% of the paid up share capital of the Company which in sync with the Annual returns, balance sheets filed by the Respondent No.1 Company under the digital signatures of Respondent No.2 herein. Even the name of Petitioner No.4 was been reflected as shareholder holding 12% of the paid up share capital of the Company in the register of members. The part of shares have been purchased by the Petitioner No.4 from Respondent No. 3 & 4 for a valuable consideration and same have been transferred in the name of the petitioner no. 4 by the Board of Directors of Respondent No. 1 Company after due consideration and scrutiny of all the relevant documents. More over the Company has also allotted shares to the Petitioner No.4 on receipt of consideration from him. Moreover, the Respondents are lying through their teeth as to the factum of maintaining the statutory registers of the Respondent No.1 Company by the Petitioner. The Respondents cannot be allowed to blow hot and cold in the same breath as they have frequently altered their statements to suit their occasion. The Company secretary of the Respondent No.1 Company have given a statutory compliance

*The part of shares have been purchased by P-4 from R-3 & R-4*

report to the Respondent No.1 Company which has also been uploaded on the website of Ministry of Corporate affairs wherein the company secretary has affirmed that he has personally inspected the statutory records of the Company which maintained at the Registered office of the company at the time of furnishing of the certificate, hence the story of falsifying the records does not arise at all. The contents of remaining Para are a matter of record with respect to the matters filed & pending before the civil Courts and the Petitioners reserve their rights to submit additional documents on record to substantiate their case.

**REJOINDER TO PARAWISE REPLY**

The Applicant reiterates the contents of the application and anything stated to the contrary by the Respondents in their reply save and except specifically admitted herein are denied as if they have been specifically traversed.

- i. The contents of Para i of the application are reiterated and anything stated to the contrary in the corresponding para i of the reply are wrong and denied. It is reiterated that no board meeting ever took place on 21.12.2015 nor any resolution was passed in the purported board meeting dated 21.12.2015. The Respondents have failed to place any document on record to substantiate as to how and in what manner the resolutions were passed in the Board meeting?

- ii. That the contents of para ii of the application are not denied by the Respondents hence it needs no rejoinder.
- iii. The contents of Para iii of the application are reiterated and anything stated to the contrary in the corresponding para iii of the reply are wrong and denied. It is submitted that the Respondents have indulged in illegal acts by altering the object clause, filing forged and fabricated board resolutions and increased the authorized share capital to oust the Petitioners from the Company.
- iv. The contents of Para iv of the application are reiterated and anything stated to the contrary in the corresponding para iv of the reply are wrong and denied. It is denied that the Petitioner No.4 had committed several illegal and fraudulent acts and his continuation as the director was detrimental to interest of the Company. It is denied that the Petitioners have admitted that meetings were held on 20.12.2015 and 21.12.2015 on the contrary it is

Respondents who very conveniently to promote their illegal designs have given the settlement talks a colour of Board meetings which never took place at all. Calling a meeting via email by the counsel of petitioners to the counsel of respondents for settlements talks on 20.12.2015 as per the orders of Company Law Board is hereto attached as Annexure - 1. The burden of proof is on the Respondents to demonstrate with respect to the convening of the Board meetings. The Respondents

failed to even remotely suggest as to how the notices were sent, to whom it was sent, mode of dispatch, agenda for the Board meeting, who attended the Board meeting? The Respondents are in a habit of making false statements to suit their occasion and have submitted themselves to perjury by making false averments on oath.

v. The contents of Para v of the application are reiterated and anything stated to the contrary in the corresponding para v of the reply are wrong and denied. It is relevant to mention herein that the Respondents have made accusations against the Petitioner No.4 without any corresponding proof thereof. Even the investigating agencies post investigation of the Complaint even after 1 year could not able to establish any charges and no challan have been filed. The Respondents are deliberately trying to cover up their misdeeds by falsely accusing the Petitioner No.4 of stealing the company records.

vi. The contents of Para vi of the application are reiterated and anything stated to the contrary in the corresponding para vi of the reply are wrong and denied. It is submitted that the petitioner vide emails dated 29.03.2016, 04.04.2016, 18.05.2016 & 19.07.2016 sought statutory records including the minutes book to ascertain the

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veracity of the purported resolutions illegally passed by the Respondents.

vii. The contents of Para vii of the application are reiterated and anything stated to the contrary in the corresponding para vii of the reply are wrong and denied. It is submitted that the Petitioners on regular intervals sent reminders for convening the board meetings and AGM/EOGM, moreover, the Petitioners further sought inspection of the statutory records maintained by the Company, which evoked no response from the Respondents, the Respondents at one pretext or the other have failed to furnish the documents and the information sought by the Petitioners.

viii. The contents of Para viii of the application are reiterated and anything stated to the contrary in the corresponding para viii of the reply are wrong and denied. It is submitted that the Respondents have filed civil suits and instituted criminal cases on the strength of fake, fabricated and bogus board resolutions purportedly dated 21.12.2015. The talks of settlement cannot be termed as Board meeting and is in clear contravention of the provisions of Companies Act, 2013 and the secretarial standards so prescribed to convene such board meetings. Hence, the institution of suits before the civil courts and the criminal proceedings are in itself bad in law.

*The talks of settlement can not be termed as board meeting*

ix. The contents of Para ix of the application are reiterated and anything stated to the contrary in the corresponding para ix of the reply are wrong and denied. The resolution dated 21.12.2015 is a false and a fabricated document which could be ascertained from the fact that the board resolution is purported to be passed in the board meeting dated 21.12.2015 and the date of issue of the resolution on the Company's letter head is 21.12.2015 which means that even before writing and circulating the minutes to the directors and signing of the minutes book, the resolution was circulated on company's letter head which has been signed by the director of the Company. It is submitted that the certified extract of the resolution from the minutes book can only be certified by the Chairman of the meeting.

x. The contents of Para 10, 11, 12, 13 & 14 of the application are reiterated and anything stated to the contrary in the corresponding Para 10, 11, 12, 13 & 14 of the reply are wrong and denied. It is submitted that the Respondents have deliberately evaded answering to the specific averments made in each Para's which point out towards the illegalities practiced by the Respondents in the Company. The Respondents under the grab of purported board resolutions are misusing the same to promote their own vested interests detrimental to the interest of the Petitioners.

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9. The prayer so sought by the Respondents shall be rejected in light of the averments so made above herein and the present application shall be allowed as grave prejudice would be caused to the Petitioner.

*Ravindra Agrawal*  
FOR  
PETITIONER NO.1

*Ravindra Agrawal*  
FOR  
PETITIONER NO.2

*Atul*  
PETITIONER NO.3

*Ravindra Agrawal*  
PETITIONER NO.4

THROUGH

• LAKSHMI GURUNG, RISHI SOOD  
LG CORP LAW  
D-12, LGF, LAJPATNAGAR - 3  
NEW DELHI -110024  
Mobile: 011-9313004529

DATED: 13.02.2017  
PLACE: MUMBAI



महाराष्ट्र MAHARASHTRA

© 2016 ©

RM 641098

Sr. No. 156 17

महानगर न्यायिक कार्यालय, मुंबई  
प. नु. वि. क्र. ८००००२०  
3 FEB 2017  
संलग्न अधिकारी

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH, AT MUMBAI

श्री. प्र. ना. दिचवरे

COMPANY APPLICATION NO. .... OF 2017 IN

COMPANY PETITION NO. 88 (MB) OF 2015

IN THE MATTER OF

SUPREME TRANSPORT ORGANISATION PVT. LTD.

AND IN THE MATTER OF

SATISH KISANLAL AGARWAL

& ORS.

..... APPLICANTS/ PETITIONERS



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VERSUS

SUPREME TRANSPORT ORGANISATION

PVT. LTD. & ORS.

.....RESPONDENTS

**REJOINDER ON THE BEHALF OF PETITIONERS/APPLICANTS  
TO THE REPLY FILED BY RESPONDENTS NO. 1 TO 6 SEEKING  
RESTRAINING THE RESPONDENTS FROM RELYING ,ACTING,  
CIRCULATING THE PURPORTED BOARD RESOLUTION  
DATED 21.12.2015.**

**AFFIDAVIT**

**AFFIDAVIT IN SUPPORT OF THE COMPANY APPLICATION**

We, the undersigned Petitioners/Applicants:

1. Mr. Satish Kisanlal Agarwal, aged 54 years, son of Shri Kisanlal Agarwal, residing at Dabriwala Bhawan, Near SBI Malegaon, Nasik-423203 Occupation: Business
2. Arun Kumar Kisanlal Agarwal, aged 48 years, son of Shri Kisanlal Agarwal, residing at Dabriwala Bhawan, Near SBI Malegaon, Nasik-423203 Occupation: Business
3. Anandkumar Nagarmal Agrawal, aged 61, son of Shri Nagarmal Agarwal, residing at residing at 143, Kalpataru Pinnacle, Opp. Inorbit Mall, Goregaon West, Mumbai – 400104 Occupation: Business
4. Ravindra Anandkumar Agrawal, aged 28 years, son of Shri Anandkumar Agarwal residing at 233, Kalpataru Pinnacle, Opp. Inorbit Mall, Goregaon West, Mumbai – 400104 Occupation: Business



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I do hereby solemnly affirm and state as under:

1. That we are the shareholders of M/s Supreme Transport Organisation Pvt. Ltd. and the Petitioners in the present Company Petition and we are fully conversant with the facts and circumstances of the case and we are duly competent to sign and swear this Affidavit.
2. That we have gone through the contents of the accompanying Rejoinder to Company Application and have understood the same.
3. That we state that the said Rejoinder to Application has been drafted by our counsel under our instructions. The facts stated therein are true and correct to our own knowledge based on records made available to us.
4. That all annexures are true copies of their respective originals.

FOR R. Agarwal  
Satish Kisanlal Agarwal  
(Petitioner No. 1)

FOR R. Agarwal  
Arun Kumar Kisanlal Agarwal  
(Petitioner No.2)

Anandkumar  
Anandkumar Nagarmal Agrawal  
(Petitioner No. 3)

R. Agarwal  
Ravindra Anandkumar Agrawal  
(Petitioner No.4)

#### VERIFICATION

We, the deponent hereinabove, do hereby verify and state that the contents of the foregoing paras of the Affidavit are true and correct to the best of our knowledge and belief and no part of it is false and nothing material has been concealed therefrom.

Verified at Mumbai on this 13<sup>th</sup> day of February, 2017

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FOR

Ran... Agrawal

Satish Kisanlal Agarwal  
(Petitioner No. 1)

Anandkumar

Anandkumar Nagarmal Agrawal  
(Petitioner No. 3)

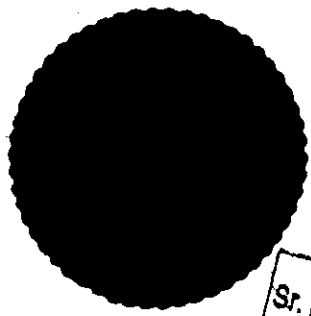
FOR

Ran... Agrawal

Arun Kumar Kisanlal Agarwal  
(Petitioner No.2)

Ravindra

Ravindra Anandkumar Agrawal  
(Petitioner No.4)



BEFORE ME



A. P. MARGO  
NOTARY  
GOVT. OF INDIA  
A-1202, Gomolapt.  
Opp. Petal Petro Pump,  
V. Road, Gungoon (W)  
Mumbai - 400 662.  
Tel. 2677 222  
13 FEB 2017



Sr. No. 156 17



Exhibit E

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Date: 16/01/2019

From,  
Anandkumar Nagarmal Agrawal,  
143, Kalpataru Oinnacle CHS, Link Road,  
Opp. Inorbit Mall,  
Goregaon West,  
Mumbai: 400104

To,  
Supreme Transport Organisation Private Limited  
5/B-34, Akshay Mittal Industrial Estate,  
M.V. Road Andheri (East)  
Mumbai: 400059

Sub: Resignation from the Directorship

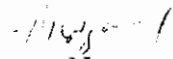
Dear Sir,

I, hereby, tender my Resignation from the post of Director of the Company.

Kindly acknowledge the receipt and arrange to submit the necessary forms with the office of Registrar of Companies.

Thanking You.

Yours faithfully,

  
Anandkumar Nagarmal Agrawal.

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Date: 16/01/2019

From,  
Ravindra Anandkumar Agrawal,  
233, Kalpataru Oinnacle CHS, Link Road,  
Opp. Inorbit Mall,  
Goregaon West,  
Mumbai: 400104

To,  
Supreme Transport Organisation Private Limited  
5/B-34, Akshay Mittal Industrial Estate,  
M.V. Road Andheri (East)  
Mumbai:400059

Sub: Resignation from the Directorship

Dear Sir,

I, hereby, tender my Resignation from the post of Director of the Company.

Kindly acknowledge the receipt and arrange to submit the necessary forms with the office of Registrar of Companies.

Thanking You.

Yours faithfully,

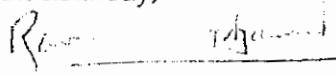
  
Ravindra Anandkumar Agrawal



Exhibit-F 130

# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 2722220046

Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059  
Tel +91 22 4238 3904 05 06 07 Fax +91 22 42383945  
Email mumbai@stopl.in Website: www.stopl.in

CERTIFIED TRUE COPY OF THE MEETING OF THE EXTRA ORDINARY GENERAL MEETING OF SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED HELD AT THE REGISTERED OFFICE OF THE COMPANY AT 5B 34, AKSHAY MITTAL INDUSTRIAL ESTATE, M V ROAD ANDHERI EAST MUMBAI 400059 ON 27<sup>th</sup> MAY, 2019 AT 11:00 A.M.

REMOVAL OF MR. ARUNKUMAR KISANLAL AGARWAL (DIN: 02298280) AS THE DIRECTOR OF THE COMPANY.

"RESOLVED THAT pursuant to Section 169 of the Companies Act, 2013 and Rules made thereunder, Mr. Arunikumar Kisanlal Agrawal, (DIN: 02298280), Director of the Company, be and is hereby removed from the Directorship on the Board of Directors of the Company with immediate effect.

RESOLVED FURTHER THAT, H.E. Captain Ammeet K Agarwal, (DIN: 05293676) Director of the Company, be and is hereby authorized to do all such acts, deeds and things as may be necessary to give effect to this resolution."



For Supreme Transport Organisation Private Limited

Shri Kamal Agarwal  
Chairman & Managing Director  
DIN: 012520

Place: Mumbai  
Date: 07/06/2019

\*\*\*\*\*

Sr. No.:SL 258694



Exhibit 6

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PRIVATE AND CONFIDENTIAL

RCAD/RBG/5943/2014-15

14<sup>th</sup> August 2014

M/S Supreme Transport Organisation Private Limited  
5B-34, Akshay Mittal Industrial Estate,  
M V Road, Andheri (East), Mumbai - 400059

Kind Attention: Kamal Kumar Agarwal

**Banking Facilities**

We Kotak Mahindra Bank Ltd. 5<sup>th</sup> Floor, Kotak Infiniti, Building No.21, Infinity Park, Off Western Express Highway, General AK Vaidya Marg, Dindoshi, Malad (East), Mumbai - 400097, India (herein after referred to as "the Bank" or "KMBL") are pleased to inform M/S Supreme Transport Organisation Private Limited (hereinafter referred to as "the Borrower") that the following facility condition has been renewed as per the enclosed facility/ies schedule/s. (The expression "Borrower(s)" shall, unless repugnant to the context or meaning thereof, be deemed to include, (i) where the Borrower(s) concerned is an individual or a proprietorship firm, his/her heirs, executors and administrators; (ii) where the Borrower(s) concerned is a partnership firm, the partners or partner for the time being of the said firm, the survivors or the survivor of them and their heirs, executors and administrators of the last surviving partner; (iii) where the Borrower(s) concerned is a Hindu undivided family, the member or members for the time being of the said Hindu undivided family, and their respective heirs, executors and administrator; (iv) where the Borrower(s) concerned is a company, its successors in title and permitted assigns.) The facility/ies is/are subject to the terms and conditions contained in the Master Facility Agreement to be executed by you together with the Schedules contained there-under and all other transaction documents (as defined in the aforesaid Master Facility Agreement and those that the Bank may from time to time stipulate and not limited to those mentioned in Annexure & Schedules hereto)

(INR in Lakhs)

Schedule No	Name of Facility	Existing Limits	Revised Limits	ROI (Fixed / Floating - Linked to PLR / Base Rate)/ Commission	Margin	Original Tenor/ Usance (Months)	Revolving/ Non - Revolving	Facility Review Date	Takeover Applicable (Yes/ No)
I	Cash Credit	1600.00	1700.00	To be decided at the time of renewal	25%	12M	Revolving	10/08/15	No
II	WCDL (sub limit of CC)	(500.00)	(1000.00)	To be decided at the time of drawdown	25%	12 M Max 90 days rollover	Revolving	10/08/15	No
III	Term Loans - CV -I**	72.00	27.00			Existing			No
IV	Term Loan - I	232.00	148.00			Existing			No
V	Term Loan - II	388.00	289.00			Existing			No
VI	Term Loan - III	192.00	160.00			Existing			No
VII	Term Loan - IV	0.00	924.00	To be decided at the time of	20%	60M	Non Revolving	NA	No

(M/S Supreme Transport Organisation Private Limited)

(14/08/2014)

Page 1 of 13

Kotak Mahindra Bank Ltd  
CIN L65110MH1985PLC038137

Registered Office : 27BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400 051 India.

www.kotak.com

Sr. No.: SL 258693

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				disbursement			ng		
	Total Funded/ Exposure	2484.00	3248.00						
VIII	Conditional WCDL*	50.00	50.00	To be decided at the time of drawdown	-	12 M	Revolvin g	10/08/15	No

Notes: Current Bank Benchmark Base Rate (BR) is 10.00%

\* Term Loan is disbursed from Retail Asset Operations (for apac no CV2313900, CV2313952, CV2313948, CV2313880, CV2070971, CV2070986, CV2084591, CV2084611, CV2084626, CV2084645, CV2751719, CV2751723)

All charges / fees and any other amounts payable under this facility/facilities by the Borrower to the Bank as mentioned herein do not include any applicable taxes, levies including service tax etc. and all such impositions shall be borne by the Borrower additionally. All stamp duty and documentation fees/charges etc. in respect of the facilities shall be borne by the Borrower. Without prejudice to any arrangement or writing whatsoever, all costs, charges, expenses etc. payable in respect of the creation of Security, either by the Borrower or any other Security Provider shall be borne and paid by the Borrower and the Bank shall be entitled to debit the account of the Borrower for such amounts.

Please note that this Sanction Letter forms an integral part of the Master Facility/Loan/Facility Agreement. It is clarified that the Bank shall be entitled to vary any of the Facilities sanctioned, by issue of such further letters (by whatever name called) to the Borrower as the Bank may deem fit. Such further letter(s) issued by the Bank modifying the Facility / Facilities shall be considered to be a part of this Sanction Letter and any reference to the Sanction Letter shall be deemed to be a reference to such further letter(s) also. Also, may it be noted that in the event of there being a conflict between the Sanction Letter and the Master Facility Loan/Facility Agreement due to duplication and/or repetition of terms and conditions, then as far as such duplicated and/or repeated term/s and condition/s is concerned, the Sanction Letter shall prevail over the Master Facility/Loan/Facility Agreement.

Further it may be noted that interest shall be charged on the outstanding(s) in the accounts opened in respect of the Facilities at such rate(s) as may be determined by the Bank from time to time at the Bank's sole discretion provided that the rate(s) shall be subject to changes in the Bank's Benchmark Prime Lending Rate/ Bank's Base Rate and/or changes in interest rates prescribed by the Reserve Bank of India from time to time and the rate shall be read as "the Bank's Benchmark Prime Lending Rate/ Bank's Base Rate" where ever the rate is identified as "Bank's Benchmark Prime Lending Rate" in the Master Facility/Loan/Facility Agreement & Other related documents.

This letter and the Annexure hereunder shall form part of the Master facility/Loan/Facility agreement(s) and other related documents, which will be executed in favour the Bank following your acceptance of the offer.

Save and provided as hereinabove, all other terms and conditions as per our earlier sanction letters dated 27<sup>th</sup> December 2010 (RCAD/CBG/723/2010-11), 9<sup>th</sup> March 2011 (Ref No. Add-RCAD/CBG/942/2010-11), 7<sup>th</sup> June 2011 (Ref No: RCAD/RBG/1197/2011-12), 23<sup>rd</sup> Jun 2011 (Ref No. Add-RCAD/RBG/1276/2011-12), 8<sup>th</sup> August 2011 (Ref No: RCAD/RBG/1486/2011-12) and 10<sup>th</sup> August 2011 (Add-RCAD/RBG/1492/2011-12), 16<sup>th</sup> March 2012 (RCAD/RBG/2477/2011-12), 26<sup>th</sup> December 2012 (RCAD/RBG/3721/2012-13), 11<sup>th</sup> January 2013 (Add-RCAD/RBG/3794/2012-13), 22<sup>nd</sup> February 2012 (Add-RCAD/RBG/3980/2012-13), 18<sup>th</sup> July 2013 (Add-RCAD/RBG/4645/ 2013-14), 16<sup>th</sup> August 2013 (RCAD/RBG/4744/2013-14) & 28<sup>th</sup> August 2013 (Add-RCAD/RBG/4781/ 2013-14) dated 24th January 2014 (Add-RCAD/RBG/5209/2013-14), 17<sup>th</sup> January 2014 (RCAD/RBG/5186/ 2013-14) and all the

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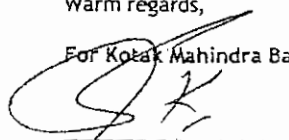
documents executed in pursuant thereto shall continue to apply and all party/parties shall abide by it.

In confirmation of your agreement to be bound by the conditions stipulated herein please return the duplicate copy of this letter duly signed by the authorised signatories of your Company to the Bank at 5<sup>th</sup> Floor, Kotak Infiniti, Building No.21, Infinity Park, Off Western Express Highway, General AK Vaidya Marg, Dindoshi, Malad (East), Mumbai - 400097, India within 15 days from the date of this letter, after which this offer will lapse.

We assure you of our best services at all times.

Warm regards,

For Kotak Mahindra Bank Limited,



SIGNATORY  
Commercial - CAD



SIGNATORY  
Commercial - CAD

I/We hereby acknowledge receipt of your sanction letter no. RCAD/RBG/5943/2014-15 Dated 14<sup>th</sup> August 2014 along with Schedules and Annexure of which this is a copy.

We accept and agree to be bound by the terms and conditions contained therein.

For M/S Supreme Transport Organisation Private Limited

\_\_\_\_\_  
Authorized Signatory  
Place: \_\_\_\_\_ Date: \_\_\_\_\_

Annexure 'A'

Standard & Common Conditions (applicable to all Finance facilities except Term Loans CV)				
Primary Security	First and exclusive charge on all existing and future current assets of the Borrower.			
Collateral Security	Extension of first charge by way of Equitable Mortgage over following properties:			
	S.No	Collateral details (Address & ownership)	Ownership	Remarks/Type of Charge
	1	<u>Residential property</u> 703, Sankalp Society, Mistri Complex, J B Nagar, Andheri East Mumbai	Kamal Kumar Agarwal	Existing
	2	<u>Commercial Godown</u> SY No. 277/2C, Near Nissarg Hotel, Agra Road, Malegaon	STOPL	Existing
	3	<u>Commercial Property</u> CTS No 49-50, Wavikar lane, Guruwar ward, Paanch Kandil, Malegaon.	STOPL	Existing

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4	<u>Commercial Property</u> Plot No 1838, Sector KWC, Kalambli, Navi Mumbai	Kamal Kumar Agarwal	Existing
5	<u>Commercial Property</u> Plot No 1839, Sector KWC, Kalambli, Navi Mumbai	STOPL	Existing
6	<u>Commercial Property</u> Gala No 34, Building No 5/B, Akshay Mittal Indl. Estate, MV Road, Andheri (East), Mumbai	STOPL	Existing
7	<u>Commercial Property</u> Plot at Devraj Industrial Area, Piplej, Ahmedabad	STOPL	Existing
8	<u>Commercial Property</u> Open Land and building of the proposed Container Yard situated at Survey No 103/2, 103/1/2A & 102/2A of village Khanevale on NH-4, Opp to TATA Motors, Old Mumbai Pune Highway- NH4, Post Poyanje, Tehsil Panvel, District Raigadh, Pin : 410206	STOPL	Existing
9	Plot No.-A-5, Khasra No:- 14/1/1, Khde Road Temavass, Balotara, Badmer (Raj)	Anand Kumar & Satish Agarwal	Existing
10	<u>Commercial Property</u> Gala No 32, Building No 5/B, Akshay Mittal Indl. Estate, MV Road, Andheri (East), Mumbai	-	Existing
11	Plot No -28, Transport Nagar, Pali, Rajasthan	Satish Agrawal	Existing
12	Plot No -29, Transport Nagar, Pali, Rajasthan	STOPL	Existing
13	Plot No -27, Transport Nagar, Pali, Rajasthan	STOPL	Existing
14	Residential Property located at Flat No E12, Sukhdayak Cooperative Housing Society, J B Nagar, Andheri (East), Mumbai 400 059	Ravindra Agarwal	Existing
15	Vacant Plot No A /9, Khasra No 1036/14, Khede Road, RICO, Balotra, Badmer, (Rajasthan)	STOPL	Existing
16	Commercial Property located at Transport Nagar, Plot no 31,Pali, Rajasthan	STOPL	Existing

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	17	Flat no.143, Kalpataru Pinnacle, Opp Inorbit Mall, Mulund Link Road, Goregaon (W) Mumbai 400 104	STOPL	New
	18	Flat no.153, Kalpataru Pinnacle, Opp Inorbit Mall, Mulund Link Road, Goregaon (W) Mumbai 400 104	STOPL	New
	19	Flat no.233, Kalpataru Pinnacle, Opp Inorbit Mall, Mulund Link Road, Goregaon (W) Mumbai 400 104	STOPL	New
	1. Continuation of charge by way of Hypothecation over 70 commercial vehicles as mentioned in Annexure-C. (Existing). 2. First charge by way of hypothecation on 15 additional vehicles as mentioned in Annexure-C.			
Undated Cheques	The Borrower and Mr. Kamal Kumar Agarwal shall in lieu of repayment of the Loan and discharge of the liabilities in respect of the facilities sanctioned by the Bank to the Borrower, provide the Bank with 1 undated cheques drawn in favour of the Bank totaling to INR 3271.00 Lakhs (Internal Info. - Not required if already in place).			
Guarantees	1. Personal Guarantee of Vimal Agarwal, Kamal Agarwal, Girish Agarwal, Anand Agarwal, Satish Agarwal, Arun Agarwal and Ravindra Agrawal. 2. Personal guarantee of collateral owner.  Latest CA certified Net worth certificate to be submitted by all personal guarantors prior to disbursement (The same shall not be older than 6 months - business specific) and thereafter annually.			
Next Facilities Review Date	10 <sup>th</sup> August 2015			
Processing/Renewal Fee	To be decided at the time of renewal of WC limit and disbursement of Term Loan - IV.			
Standard Penalties & Charges	As per Annexure B attached.			
Stamp duty & Charges	Documentation, Registration, Title Search, ROC Search, Valuation, Insurance etc. On actual amounts expended, to be borne by the Borrower.			
Facility / Security Documents	As per the Bank's legal Department			
Banking Arrangement	Sole Banking (WC)			
Take over Condition	NA			
End - Use of facilities	1. Borrower to undertake that the facilities granted by bank is not used for any other purpose than specified; 2. The borrower to provide self certified End-use certificate on its letter head annually to that effect.			
Submission of financials	1. Audited Financial statement for Mar 31 shall be submitted by December 31, every year 2. Provisional Financial statement for year ended Mar 31, shall be submitted by August 31, every year			
Insurance	1. Comprehensive insurance of vehicle provided as security. 2. Comprehensive insurance of Properties (except land) offered as security. 3. Insurance policy as requested hereafter shall be submitted within 45 days of			

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	<p>disbursement of the facilities; In case of renewed policy: 45 days from expiry of existing policy.</p> <p>4. The borrower to ensure that the bank's name is noted as sole loss payee on the policy;</p> <p>5. The Insurance policy should be comprehensive covering all risks and locations;</p> <p>6. The borrower to provide insurance policy for collateral security for an amount equivalent to replacement value of the collateral.</p>
Other Conditions	<p>1. The Borrower to obtain prior permission of the Bank before raising any further loans/ availing any facilities against the assets offered as security for facilities of the Bank.</p> <p>2. The Borrower to intimate the Bank at the time of raising any further loans/ availing any facilities from any other Bank or Institution.</p> <p>3. Any change in shareholding/ directorship / partnership / ownership shall be undertaken with prior permission of the Bank.</p> <p>4. The Borrower shall not allow any payout by way of Salary to directors / partners (other than professional directors) or by way of interest to other subordinated lenders or by way of dividend to shareholders in case of delay or default in repayment of any of the facilities availed by the Borrower from the Bank or any other Bank or Financial Institution.</p> <p>5. The working capital facilities granted by the Bank and other Banks both secured and unsecured shall be within the overall working capital requirements assessed by the Bank.</p> <p>6. The Borrower to route their banking business including foreign exchange, deposits and bill business through the Bank pro-rata to our term loan and working capital exposure.</p> <p>7. The Borrower shall provide all such permission and approval as may require under any law for the time being in force or pursuant to any provisions of any agreement and/or documents as may required for the purpose of creation of security as mentioned hereinabove .</p> <p>8. The opinion of the Bank on the fitness/acceptability of the properties as security shall be final, conclusive and binding on the Borrower and Security Provider.</p> <p>9. Securities offered for one or more facilities and charged to the Bank shall stand as additional securities for all other facilities now granted or to be granted from time to time</p> <p>10. All the facilities sanctioned shall be subject to the Bank's rules as well as the directives issued by RBI from time to time</p> <p>11. The Bank reserves the right at any point of time, to revoke or cancel the Facility(ies) sanctioned and/or vary, alter, modify or rescind, amend or change any one or more of the terms &amp; conditions of the Facility, at the Bank's discretion, with such notice as the Bank may deem reasonable &amp; without assigning any reasons. As regards the un-utilised limits, if any under the Facility(ies), the Bank reserves the right at any point of time, to revoke or cancel and/or vary, alter or modify the said un-utilised limits, at the Bank's discretion, without prior notice &amp; without assigning any reasons thereof.</p> <p>12. The bank reserves the right to increase the interest rate on the sanctioned financial facilities, including increasing the interest spread, in the event of downgrade in Borrower's internal or external rating</p> <p>13. In the event of borrower desiring to renew the facility for a further term of one year, the borrower is required to intimate the bank in writing of its intention to do before the expiry of the due/ validity date. In the absence of written communication bank reserve the right to suspend the credit facility.</p>

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	14. The borrower to get the Bank's facility rated from the Credit Rating Agency. A copy of the rating letter issued by the Credit Rating Agency to the borrower to be submitted to the Bank along with a covering letter indicating that the rating is accepted by the borrower based on Audited Financials of FY2014 within 6 months from the date of sanction. 15. In the event of the borrower desiring to foreclose the amount the borrower is required to give 30 days advance notice in writing to the bank of its intention to foreclose the account and seek consent from the bank.
Validity for availing Working Capital facilities	The borrower to avail working capital facilities within 3 months of date of sanction letter. The facilities shall stand cancelled if not availed within 3 months.
Specific Conditions	1. Continuation Cash flow arrangements for key principals GM, Bombardier, Wipro & GE. 2. Valuation of at least 25% collateral vehicles to be done as per Bank policy. Lower of RSV / IDV / Valuation shall be considered. 3. Fresh valuation of all existing properties to be done for which valuation is more than 2 years old within 30 days from the date of disbursement of Term Loan - IV or before disbursement of enhanced CC limit, whichever is earlier. 4. Legal and valuation of new collateral properties to be done before disbursement of Term Loan IV. 5. ROC charge of existing as well as proposed exposure to be created within 30 days from the date of disbursement. 6. Borrower to give undertaking that unsecured loan (quasi capital) of Rs. 1.13 Cr as per provisional financials for FY 13-14 shall not be repaid during currency of KMBL limits. 7. Borrower to undertake to maintain TOL/TNW below 4.00 times at all point of time.
Escrow Conditions	NA

Schedule 'I'

Conditions for Cash Credit Facility	
Facility	Cash Credit
Limit	INR 1700 Lakh (Rupees Seventeen Hundred Lakhs Only)
Type	Revolving
Purpose	Working Capital
Validity	The facility so sanctioned by the Bank to the Borrower is revolving in nature and is subject to review that shall be conducted by the Bank and shall at all times be available at the sole discretion of the Bank.
Rate of Interest	To be decided at the time of renewal. The Interest shall be debited to Cash Credit account of the Borrower with the Bank on effective monthly basis.
Drawing Power Calculation	75% of (Raw Material stock <=90 days plus WIP <=90 days plus FG <= 90 days plus Debtors <=90 days less creditors (including LC creditors less inter group receivables) plus Advance to Suppliers less Advance to Customers] less limit / outstanding with other bank / less outstanding under WCDL/ less O/s under Buyer's Credit (Net off Margin)
Submission of Stock Statement	1. Monthly stock & book debts statements shall be submitted by the Borrower in the prescribed format on or before 15th of the succeeding month. 2. Drawing power for cash credit facility shall be calculated by taking margin as specified above.

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Audit Frequency	Frequency of audit is Quarterly
Takeover Conditions	No
Specific Conditions	The Bank reserves a right to levy a Commitment fee as stated under Annexure B in case of Cash Credit utilisation below 50.00%.
Churning Clause	Borrower is required to maintain churning (credit) minimum of 40% of the facility every month failing which an additional interest of 2% p.a. over and above the normal rate will be charged.

Schedule 'II'

Conditions For Working Capital Demand Loan Facility (Sublimit of CC)	
Facility	Working Capital Demand Loan (WCDL) (Sublimit of CC)
Limit	INR 1000 Lakh (Rupees One Thousands Lakhs Only)  This facility shall be a sub-limit of facility cash credit The overall exposure of facilities Cash Credit and Working Capital Demand Loan not to exceed INR 1700 lakh at any point of time subject to specific individual limits.
Type	Revolving
Purpose	Working Capital
Validity	The facility so sanctioned by the Bank to the Borrower is revolving in nature and is subject to review that shall be conducted by the Bank and shall at all times be available at the sole discretion of the Bank.
Tenor	Up to a maximum of 90 days
Rate Of Interest	To be decided at the time of drawdown.  The Interest shall be recovered by way of SI wherever applicable as per RBI guidelines/ ECS / SI / RTGS / NEFT on effective monthly basis.
Disbursement Method	1. The proceeds shall be credited to the current account of the Borrower to be opened with the Bank 2. No automatic roll-over of WCDL shall be allowed. Fresh disbursements shall be allowed only after repayment of earlier tranche on due date with a break of atleast 1 day. In case the entire facility is not drawn, the break of atleast one day shall not apply to the extent of the undrawn amount.
Repayment Method	On demand as per terms and conditions as deemed fit by the Bank
Submission of Stock Statement	Monthly stock & book debts statements shall be submitted by the Borrower in the prescribed format on or before 15th of the succeeding month.
Audit Frequency	Frequency of audit is Quarterly
Specific Conditions	NA
Takeover Conditions	No

Schedule 'VII'

Conditions For Term Loan IV	
Facility	Term Loan
Limit	INR 924 Lakhs (Rupees Nine Hundred Twenty Four Lakhs Only)

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Type	Non-Revolving
Purpose	For purchase of three residential flats at Goregaon (W) Mumbai from Kalpataru Retail Venture Pvt Ltd.
Validity	Up to 3 Months from the date of sanction
Tenor	Maximum 60 months
Rate Of Interest	To be decided at the time of disbursement. The Interest shall be recovered as part of EMIs by way of SI / ECS which shall be banked on respective due dates.
Margin	20%. Margin money receipt of 20% of total registry amount to be provided to KMBL before any disbursement of TL & margin money payment also to be verified from bank statement of the borrower.
Disbursement Method	Disbursement directly in the name of Kalpataru Retail Venture Pvt Ltd. Amount of disbursement will be R.308 lakh each flat or 80% of registry value, whichever is lower.
Repayment Method	1. Loan shall be repaid by way of 60 (number) EMIs starting from month following the month of first disbursement of Term Loan 2. EMIs shall be recovered by ECS" and / or "Standing Instruction" / PDC as per the RBI guidelines (applicable) on respective due dates.
Other Conditions	1. An undertaking from the Borrower that the facility availed by the Borrower from Kotak Mahindra Bank Ltd shall not be used in any kind of capital market activity. 2. Cost overruns shall be borne by the Borrower.
Specific Conditions	1. The Borrower shall provide a Chartered account certificate for total cost within 30 days after disbursement. 2. Hypo of KMBL, on share certificates issued by society to be submitted to KMBL within 30 days from the date of disbursement 3. Term will be directly disbursed to the builder, on the date of registration of the sale document. Documents of the property will be collected by KMBL at the time of registration and mortgage to be completed within 5 days from date of disbursal. 4. Legal and valuation of additional collateral properties to be done before disbursement of Term Loan IV.
Takeover Conditions	No

## Schedule 'VIII'

Conditions For Conditional WCDL*	
Facility	Conditional Working Capital Demand Loan (WCDL)*
Limit	INR 50 Lakh (Rupees Fifty Lakh Only)
Type	Revolving
Purpose	Working Capital
Validity	The facility so sanctioned by the Bank to the Borrower is revolving in nature and is subject to review that shall be conducted by the Bank and shall at all times be available at the sole discretion of the Bank.
Rate Of Interest	To be decided at the time of drawdown. The Interest shall be debited to Cash Credit Account of the Borrower with the Bank on effective monthly basis.
Default/Penal	On such terms and conditions as deemed fit by the bank
Margin	

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Disbursement Method	The proceeds shall be credited to the Cash Credit Account of the Borrower with the Bank
Repayment Method	On demand as per terms and conditions as deemed fit by the Bank
Convenants/ Conditions	<p>The limit available in this facility is a conditional limit. The amount under WCCL will be disbursed on such terms and conditions (including repayment period and rate) and on such approval as may deemed fit by the Bank including but not limited to the borrower providing additional collateral of such value as deemed fit by the Bank.</p> <p>The bank shall grant the facility only on written request from the borrower and such request shall be made to the Bank in writing within reasonable time and the Bank shall have absolute discretion to accept or reject such request.</p>
Security	On such terms and conditions as deemed fit by the bank

**Annexure 'B'**

Schedule of Charges / Penalty		
Table for Standard Penalty and Additional Charges/Fees		
Type	Deadline	Penalty/Charges/Fees Amount
Non- submission of Monthly/ quarterly Stock & Book Debt Statements	15 <sup>th</sup> of the following month.	INR 5000/- in the subsequent month & INR 10000/- per month from the next month till the statement is submitted
Non- submission of Insurance Policy with Kotak Mahindra Bank as Loss Payee	45 days from the date of disbursement. In case of renewed policy: 45 days from expiry of existing policy	INR 10000/- per month until the policy is submitted
Non- submission of Unaudited Financial for the year ending 31 <sup>st</sup> March	On or before 31 <sup>st</sup> August every year	INR 10000/- per month until the financials are submitted
Non- submission of Audited Financial for the year ending 31 <sup>st</sup> March	On or before 31 <sup>st</sup> December every year	INR 10000/- per month until the financials are submitted
Overdue Charges/ Default/ Penal Rate / Audit Shortfall	On amounts remaining unpaid on due date/ On occurrence of any event of default	3.00% p.m., compounded monthly on outstanding/unpaid amount
Non- submission of Net Worth Statements	On or before 31 <sup>st</sup> December every year	INR 5000/- per month until the Statement is submitted
Non- submission of End Use Certificate	On or before 31 <sup>st</sup> May every year	INR 5000/- per month until the certificate is submitted
Foreclosure Charges	As per Borrowers request	3.00% on the principal outstanding
Prepayment Charges	As per Borrowers request	3.00% of the amount prepaid
Closure Fees	As per Borrowers request	a. In the event, the Borrower closes the working capital facility/ies account/s within 6 months of the first disbursement/utilization of the said

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		facility/ies, the borrowers shall pay to the bank closure fee at the rate of 3.00% of the limit/s sanctioned. b. In the event, the Borrower closes the working capital facility/ies account/s within 12 months of the first disbursement/utilization of the said facility/ies, the borrowers shall pay to the bank closure fee at the rate of 2.00% of the limit/s sanctioned. c. In the event, the Borrower closes the working capital facility/ies account/s within 24 months of the first disbursement/utilization of the said facility/ies, the borrowers shall pay to the bank closure fee at the rate of 1.00% of the limit/s sanctioned.
Temporary Overdraft (TOD) Setting up fees	As per request	Borrowers INR500/- for every request made by the Borrower
Adhoc/Overdraft Setting up fees	As per request	Borrowers INR2500/- for every request made by the Borrower
Non-Compliance with Sanctioned Terms	As per sanction terms	2.00% p.m. on total Exposure for the 1 <sup>st</sup> month of delay, 3.00% p.m. thereafter (Calculated as sum of limits of revolving lines and outstanding of non-revolving lines; limits to which this security extends)
External agency/firm Charges/fees for outsourced activities like, Registration, Title Search, ROC Search, Valuation, Insurance, Audits.		All charges/fees of external agencies/firms shall be debited to the account of borrower.

**Annexure C - List of vehicles provided as security**

1. Continuation of charge by way of Hypothecation over existing 70 commercial vehicles as mentioned below:

Sr no	Name	Model	Make	Regd. No.
1	STOPL	AL 3516	2007	MH06AC 7327
2	STOPL	AL 3516	2007	MH06AC 7328
3	STOPL	AL 3516	2007	MH06AC 7329
4	STOPL	AL 3516	2007	MH06AC 7330
5	STOPL	AL 3516	2007	MH06AC 7331
6	STOPL	AL 3516	2007	MH06AC 7332
7	STOPL	AL 3516	2007	MH06AC 7334
8	STOPL	AL 3516	2007	MH06AC 7336
9	STOPL	AL 3516	2007	MH06AC 7376
10	STOPL	AL 3516	2007	MH06AC 7378
11	STOPL	TATA 3516	2007	MH43 U 0014
12	STOPL	TATA 3516	2007	MH06AC 0045
13	STOPL	TATA 3516	2007	MH06AC 0016

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14	STOPL	TATA 3516	2007	MH06AC 0017
15	STOPL	TATA 3516	2007	MH06AC 0018
16	STOPL	AL 3516	2006	MH43E 7077
17	STOPL	AL 3516	2006	MH43E 7072
18	STOPL	AL 3516	2006	MH43E 7074
19	STOPL	AL 3516	2006	MH43E 7047
20	STOPL	AL 3516	2006	MH43E 7073
21	STOPL	AL 3516	2006	MH06AC 3434
22	STOPL	AL 3516	2006	MH06AC 3437
23	STOPL	AL 3516	2006	MH06AC 3438
24	STOPL	AL 3516	2006	MH06AC 3435
25	STOPL	AL 3516	2006	MH06AC 3436
26	STOPL	AL 3516	2006	MH43E 7071
27	STOPL	AL 3516	2003	MH04BU 349
28	STOPL	Tata 3516	2004	MH43E0789
29	STOPL	Tata 3516	2004	MH43E0792
30	STOPL	Tata 3516	2004	MH43E0790
31	STOPL	Tata 3516	2004	MH43E0791
32	STOPL	Tata-3516 EX [2]	2005	MH06AB-9798
33	STOPL	Tata-3516 EX [2]	2005	MH06AB-9899
34	Shri Kamalkumar N. Agarwal	Tata-3516 EX [2]	2005	MH06AC-78
35	Shri Kamalkumar N. Agarwal	Tata-3516 EX [2]	2005	MH06AC-79
36	Shri Kamalkumar N. Agarwal	Tata-3516 EX [2]	2005	MH06AC-80
37	Shri Kamalkumar N. Agarwal	Tata-3516 EX [2]	2005	MH06AC-88
38	STOPL	Ashok Leyland-3516	2006	MH06AC-3438
39	STOPL	Tata 3516 EX [2]	2007	MH06AC-7788
40	STOPL	Tata 3516 EX [2]	2007	MH06AC-7888
41	STOPL	Tata 3516 EX [2]	2007	MH06AC-7999
42	STOPL	Tata 3516 EX [2]	2007	MH06AC-7086
43	STOPL	Tata 3516 EX [2]	2007	MH06AC-7127
44	STOPL	Tata 3516 EX [2]	2007	MH06AC-7327
45	STOPL	Tata 3516 EX [2]	2008	MH06 / AQ -1079
46	STOPL	Tata 3516 EX [2]	2008	MH06 / AQ -1121
47	STOPL	Tata 3516	2008	MH 06 AQ 2688
48	STOPL	Tata 3516	2008	MH 06 AQ 2689
49	STOPL	Tata 3516	2008	MH 06 AQ 2932
50	STOPL	Tata 3516	2008	MH 06 AQ 2933
51	STOPL	Tata 3516	2008	MH 06 AQ 2936
52	STOPL	Tata 3516	2008	MH 06 AQ 1078
53	Satish Kumar Agrawal	Tata 3516	2008	MH 06 AQ 890
54	Kamal N Agarwal	Tata 3516	2004	MH 04 CA 1234
55	Deepak Kumar Agrawal	AL 3516	2004	MH 04 CA 3001
56	Arun Kumar Agrawal	AL 3516	2004	MH 04 CA 3004
57	STOPL	LPS 3516 TC	2009	MH 06 AQ 8001
58	STOPL	LPS 3516 TC	2009	MH 06 AQ 8002

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59	STOPL	LPS 3516 TC	2009	MH 06 AQ 6003
60	STOPL	LPS 3516 TC	2009	MH 06 AQ 6004
61	STOPL	LPS 3516 TC	2009	MH 06 AQ 6005
62	STOPL	LPS 3516 TC	2009	MH 06 AQ 6007
63	STOPL	LPS 3516 TC	2009	MH 06 AQ 6008
64	STOPL	LPS 3516 TC	2009	MH 06 AQ 6009
65	STOPL	LPS 3516 TC	2009	MH 06 AQ 6010
66	STOPL	LPS 3516 TC	2009	MH 06 AQ 6011
67	STOPL	LPS 3516 TC	2009	MH 06 AQ 6012
68	STOPL	LPS 3516 TC	2009	MH 06 AQ 6014
69	STOPL	LPS 3516 TC	2009	MH 06 AQ 6015
70	STOPL	LPS 3516 TC	2009	MH 06 AQ 6016

2. First charge by way of hypothecation on 15 additional vehicles as mentioned in Annexure-C.  
(Amt. in Lakh)

Sr No	Registration No	Registered Owner	Make	Model
1	MH06AQ-6568	STOPL	A.L.-3516	2010
2	MH06AQ-6569	STOPL	A.L.-3516	2010
3	MH06AQ-6571	STOPL	A.L.-3516	2010
4	MH06AQ-6572	STOPL	A.L.-3516	2010
5	MH06AQ-6574	STOPL	A.L.-3516	2010
6	MH06AQ-8799	STOPL	A.L.-3516	2010
7	MH06AQ-9299	STOPL	A.L.-3516	2010
8	MH46H-2000	STOPL	A.L.-3518	2011
9	MH46H-3000	STOPL	A.L.-3518	2011
10	MH46H-4000	STOPL	A.L.-3518	2011
11	MH46H-5000	STOPL	A.L.-3518	2011
12	MH46H-6000	STOPL	A.L.-3518	2011
13	MH46H-7000	STOPL	A.L.-3518	2011
14	MH46H-9000	STOPL	A.L.-3518	2011
15	MH46H-9999	STOPL	A.L.-3518	2011

Total RSV of CVs after one year is Rs.6.02 cr.

Note: Service Tax Registration no of Kotak Mahindra Bank Ltd, Mumbai is AAACK4409J5T001  
Category of Service, Banking and Other Financial Services.



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EXHIBIT "H"

**STATEMENT OF CLAIM**

Sr	Name	Principal	Particulars	Last Statement Date for withdrawal	No. of Days	Interest @24%	Total
1.	Mr. Arun Agarwal	81,90,633.75/-	Unauthorized withdrawal from Company's Account	09.09.2019 - 01.11.2021	784 days	42,22,327.80	1,24,12,961.55
2.	Mr. Anand Agarwal	71,99,082.75/-	Unauthorized withdrawal from Company's Account	09.09.2019 - 01.11.2021	784 days	37,11,176.47	1,09,10,259.22
		96,00,000.00/-	Damages for using Company Property (Rs. 2 Lakh p/m)	01.02.2015 - 06.02.2019	1466 days	92,53,873.97	1,88,53,873.97
		10,01,319.00/-	Society Maintenance	01.02.2015 - 06.02.2019	1466 days	9,65,216.65	19,66,535.65
	Total	1,78,00,401.75				1,39,30,267.09	3,17,30,668.84
3.	Mr. Dcepak Agrawal s/o late Mr. Satish Agarwal	1,07,55,377.75/-	Unauthorized withdrawal from Company's Account	09.09.2019 - 01.11.2021	784 days	55,44,470.90	1,62,99,848.65
4.	Mr. Ravindra Agarwal	56,32,842.75/-	Unauthorized withdrawal from Company's Account	09.09.2019 - 01.11.2021	784 days	29,03,769.02	85,36,611.77

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	1,92,00,000.00/-	Damages for using Company Property (Rs. 2 Lakh p/m)	01.02.2015 - 06.02.2019	1466 days	1,85,07,747.95	3,77,07,747.95
	20,02,638.00/-	Society Maintenance	01.02.2015 - 06.02.2019	1466 days	19,30,433.30	39,33,071.30
Total	2,68,35,480.75				2,33,41,950.27	5,01,77,431.02
<b>TOTAL 1+2+3+4</b>						<b>11,06,20,910.06</b>



Valmiky H. Narvekar  
Advocate for the Plaintiffs



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THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. OF 2021

Supreme Transport Organisation Pvt. Ltd  
& Anr. ... Plaintiffs

VERSUS

Mr. Anandkumar Nagarmal Agrawal  
& Ors. ..Defendants

**AFFIDAVIT IN SUPPORT OF PLAINT**

I, Mr. Varun Kakria, aged 31 years, of Mumbai, Indian Inhabitant, adult, the Authorised Representative of the Plaintiff No. 1 Company, M/S Supreme Transport Organisation Pvt Ltd, having registered office at 5B 34 Akshay Mittal Industrial Estate, M V Road, Andheri East, Mumbai 400 059, do state on solemn affirmation as follows:

1. I say that I have filed the suit before this Hon'ble Court praying for the reliefs that this Hon'ble Court be pleased to pass a decree of recovery of money in view of illegal and unauthorized withdrawals from the bank accounts of the Plaintiff No.1 company against the Defendant Nos. 1 to 4 to jointly and severally pay the sum of Rs.

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4,81,59,681.19/- (Rupees Four Crores Eighty One Lakh Fifty Nine Thousand Six Hundred Eighty One and Nineteen Paise Only) ; that this Hon'ble Court be please to pass a decree of damages for unauthorized use of the properties of the Plaintiff No.1 company against the Defendant Nos. 1 and 2 to jointly and severally pay the sum of Rs. 6,24,61,228.87/-/- (Rupees Six Crores Twenty Four Lakhs Sixty One Thousand Two Hundred Twenty Eight and Eighty Seven Paise Only) to the Plaintiffs along with interest at the rate of 24 percent per annum till the date of realization of the amount; that this Hon'ble Court be pleased to restrain the Defendants, their representatives, heirs, servants or any other person/s authorized by them by an order of injunction from parting with possession and /or mortgaging and/or creating any third party rights and interests in the properties mentioned at Serial Nos. 9, 11 and 14 mentioned in the Annexure A of sanction letter dated 14.08.2014 issued by the Kotak Mahindra Bank Ltd. (annexed hereto as Exb. 'G'); that this Hon'ble Court be pleased to pass an order of attachment before judgment under Order 38 Rule 5 of the

CPC, 1908 and direct that the properties mentioned at Serial Nos. 9, 11 and 14 mentioned in the Annexure A of sanction letter dated 14.08.2014 issued by the Kotak Mahindra Bank Ltd. (annexed hereto as Exb. 'G') be attached forthwith by the concerned authorized person from this Hon'ble Court; that this Hon'ble Court be pleased to appoint a Court Receiver under Order 40 Rule 1 of the CPC, 1908 in respect of the properties mentioned at Serial Nos. 9, 11 and 14 mentioned in the Annexure A of sanction letter dated 14.08.2014 issued by the Kotak Mahindra Bank Ltd. (annexed hereto as Exb. 'G') and thereby direct the said Court Receiver to immediately take possession of the said properties.



2. I confirm, repeat and reiterate all the statements, contentions and submissions made in the plaint and submit that the same should be treated as part of this affidavit as if the same and produced herein.
3. I say that the reliefs may be granted as prayed for in the plaint.

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4. I will be greatly prejudiced if the relief as prayed is not granted.

5. I say that what is stated in the accompanying plaint is true to our own personal knowledge, information and belief and I believe the same to be true..

I therefore, say that the suit as prayed for be decreed with costs.

Solemnly affirmed at Mumbai ) For SUPREME TRANSPORT ORGANIZATION PVT LTD

Dated this 16th day of November, 2021)

*[Signature]*  
Deponent

Identified by me,

*[Signature]*  
Valmiky Narvekar  
Advocate for the Plaintiff

Before me,

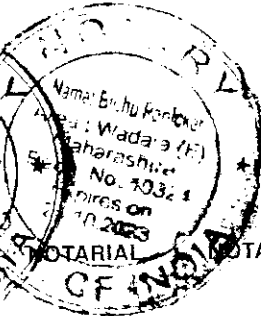
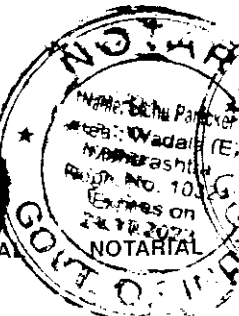
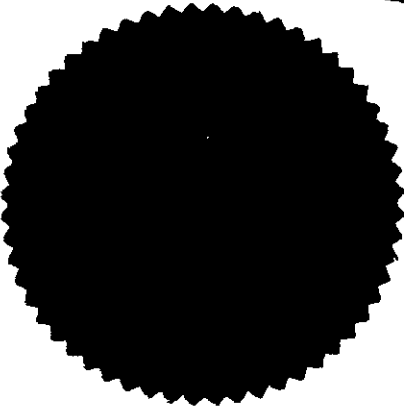
**BEFORE ME**

*[Signature]*

**BIDHU PANICKER**  
B.Com. LL.B.  
ADVOCATE HIGH COURT  
NOTARY (Govt. of India)  
Res: 303, Sandeep Apt., Plot No. A/197,  
Sector-20, Near Balaji Temple,  
Nerul (W), Navi Mumbai, Maharashtra.

Notary Reg. Sr. No. 8646/2021  
In Book No. VII

16 NOV 2021



NOTARIAL



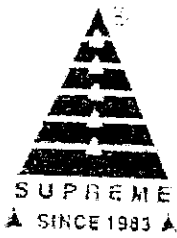
CHALLAN  
MTR Form Number-6



GRN	MH008786487202122P	BARCODE			Date	15/11/2021-22:49:05	Form ID	S
Department	High Court		Payer Details					
Judicial Stamps	Type of Payment		Court Fees Collected In Stamp Duty		TAX ID (Case No.)			
Office Name	BOMBAY HC ORIGINAL		Full Name		SUPREME TRANSPORT ORGANISATION PVT LTD			
Location	MUMBAI		Flat/Block No.		5B 34 AKSHAY MITTAL INDL EST			
Year	2021-2022 One Time		Premises/Building					
Account Head Details		Amount in Rs.		Road/Street		M V ROAD		
0030034801 Court Fees Stamp Duty		300000.00		Area/Locality		ANDHERI EAST MUMBAI		
				Town/City/District				
				PIN		4 0 0 0 5 9		
				Remarks (Party Details)				
				SUPREME TRANSPORT ORGANISATION PVT LTD VS ANANDKUMAR NAGARMAL AGRAWAL AND OTHERS				
				Amount In		Three Lakh Rupees Only		
Total		3,00,000.00		Words				
Payment Details		SBIEPAY PAYMENT GATEWAY		FOR USE IN RECEIVING BANK				
Cheque/DD Details		Bank CIN		Ref. No.		1000050202111503438 1486434935237		
Cheque/DD No.		Bank Date		RBI Date		15/11/2021-22:49:36 Not Verified with RBI		
Name of Bank		Bank-Branch		SBIEPAY PAYMENT GATEWAY				
Name of Branch		Scroll No. , Date		Not Verified with Scroll				

Department ID :

Mobile No. : 9870085405



# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60100MH1998PT0013140 MSME REGD NO 0722210041

Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059  
Tel +91 22 42383940 41 42 43 Fax +91 22 42383945  
Email mumbai@stoptl.in Website www.stoptl.in

\*\*\*\*\*

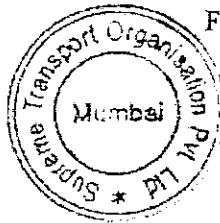
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE BOARD MEETING OF SUPREME TRANSPORT ORGNISATION PRIVATE LIMITED HELD ON 1<sup>st</sup> MARCH 2021, AT ITS REGISTERED OFFICE SITUATED AT 5B 34, AKSHAY MITTAL INDUSTRIAL ESTATE, M V ROAD ANDHERI EAST MUMBAI 400059

"RESOLVED THAT Mr. Varun Kakria, Manager be and hereby authorized to represent the company and appear before court(s), High Courts, Judicial/Quasi-judicial bodies, bodies corporate, Tribunals and various other Authorities viz. Court of Sub-Divisional Officer, Securities Appellate Tribunal (SAT) etc. in all the matters, proceedings, suits pertaining to and filed/to be filed by or against the company and sign necessary papers, documents, appeals, Vakalatnamas, Caveat, Affidavits, Petitions, Company/Winding up Petition(s), Arbitration Petitions/claims, Execution application, written statements, applications, complaints, tender evidence, submissions with respect to the aforesaid suits, proceedings, matters a may be required for the purposes of/involving Litigations of the Company till their logical conclusion and further accept service of various documents from entities as mentioned aforesaid."

"RESOLVED FURTHER THAT Mr Varun Kakria be and is hereby authorized in this regard to further delegate the powers to do all such acts, deeds, things as may be required, necessary and usual to give effect to the aforesaid resolution".

"RESOLVED FURTHER THAT action if any already taken by the aforesaid person on behalf of the Company be and are hereby approved and confirmed."

"RESOLVED FURTHER THAT a copy of the resolution duly certified to be true by anyone of the Directors be submitted to the various authorities as may be required and they be requested to act upon the same."



For Supreme Transport Organisation Private Limited

Shri Kamal Agarwal  
Chairman & Managing Director  
DIN: 00233232

Place: Mumbai  
Date: 01/03/2021

\*\*\*\*\*

IN THE HIGH COURT OF JUDICATURE AT  
BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
SUIT NO. OF 2021

Supreme Transport Organisation  
Pvt. Ltd ... Plaintiffs  
Versus

Mr. Anandkumar Nagarmal  
Agrawal ..Defendants

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SUIT

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Dated this 16<sup>th</sup> day of November, 2021



Valmiky H. Narvekar  
Advocate for Plaintiffs  
52, New, Indradhanu CHS,  
H.M.Patil Marg, Shivaji Park,  
Dadar (West), Mumbai - 400 028  
Mobile: 99300 88405  
Email: valmikynarvekar@gmail.com  
High Court ( O.S. ) No : \_\_\_\_\_  
Advocates Code: I -12038  
Bar Council Enrollment No : MAH/4264/2014

**Criminal Bail Application No.461 of 2024**

(1) **Prakash Sudhakar Pawar**  
(2) **Laxman Madhukar Nikam**  
Vs.

The State of Maharashtra

**ORDER BELOW EXH.1**

[1] Applicant Nos.(1) **Prakash Sudhakar Pawar** and (2) **Laxman Madhukar Nikam** have filed this application for grant of **anticipatory bail** under Section **438** of Code of Criminal Procedure in connection with crime vide C.R.No.I- 262/2021 under Sections 420, 415, 417, 418, 423, 425, 426, 427, 463, 464, 465, 467, 468, 471, 474, 120-B, 199, 200 read with section 34 of the Indian Penal Code registered at **Chhavani Police Station, Tal. Malegaon, Dist. Nashik.**

**Prosecution case in short is as follows. :-**

[2] Land bearing Survey No. 277/2/1/1, total admeasuring 7H. 48R., is belonging to Supreme Transport Organization Pvt. Ltd., Company. Deceased – Satish Kisanlal Agrawal was the father of accused No.1 – Dipak and accused No.3 – Tanushri and husband of accused No. 2 – Sumandevi. The deceased was one of the Directors of the said Supreme Transport Company and the said Company authorized him to look-after management of the above landed property.

[3] After the death of deceased Satish Agrawal, accused Nos. 1 to 3 illegally got mutated their names in the record of rights of the said landed property. They have filed application for mutation of their names before applicant No.1 – Prakash, who was Talathi and applicant No.2 – Laxman, who was Circle Officer. It is alleged that accused Nos. 1 to 3, in collusion with these two applicants, intentionally and knowingly got their names mutated illegally by depriving the rights of the said Company and its Directors. Therefore, informant – Amit K. Agrawal, being the Authorized Director of the said Company lodged FIR against the accused persons including the applicants.. Accordingly, the said crime vide C.R.No.I 262/2021 came to be registered. Having apprehension of their arrest in this crime, the applicants have filed this application for grant of **anticipatory bail**.

[4] I have heard both the sides and perused the material placed on the record.

[5] From the record it appears that after realizing that the accused Nos. 1 to 3 got mutated their names illegally, these applicants have filed Revision before the Higher Revenue Authority, wherein the mutation entries passed in the name of accused Nos. 1 to 3, have been set aside.

[6] Accused Nos. 1 to 3 have filed **Anticipatory Bail Application No. 1913 of 2021** and 1914/2021 before the Hon'ble High Court of Bombay. As per the order dated 10.04.2024, the Hon'ble High Court, Bombay, allowed anticipatory bail to accused Nos. 1 to 3. In the said order, in Para No.3, the Hon'ble High Court, observed thus :-

3. The applicants have filed an affidavit dated 9<sup>th</sup> April, 2024, bringing on record 7/12 extract of land in question which is now shows that name of the Company Supreme Transport Organization Pvt. Ltd., has been restored in revenue records. In that sense, the grievance of the complainant is met with.

[7] Considering the facts and circumstances of the case, it appears that nothing is to be recovered or discovered from the applicants. From the above order of the Hon'ble High Court, it appears that the accused persons in whose favour mutation entries were passed, have been granted anticipatory bail. Hence, the applicants are entitled for anticipatory bail on the ground of parity. Their presence can be secured by imposing certain terms and conditions.

[8] Having regard to the above mentioned facts and circumstances of the case, I am of the opinion that applicants are entitled for grant of **anticipatory bail**. In the result, the application deserves to be allowed. I, therefore, pass the following order. :-

**ORDER**

[1] In the event of arrest of applicant Nos.(1) **Prakash Sudhakar Pawar** and (2) **Laxman Madhukar Nikam**, in connection with crime vide C.R.No.I- 262/2021 under Sections 420, 415, 417, 418, 423, 425, 426, 427, 463, 464, 465, 467, 468, 471, 474, 120-B, 199, 200 read with section 34 of the Indian Penal Code registered at **Chhavani Police Station, Tal.Malegaon,Dist. Nashik**, they be released on their executing P.R. bond of Rs.50,000/-(Rs.Fifty Thousand only) **each** with surety of like amount on the following conditions:-

(a) that the applicants shall remain present before the Investigating Officer at **Chhavani Police Station, Tal. Malegaon**, on every **Sunday** from 11.00 a.m. to 1.00 p.m. till **next 60 days or filing of the charge-sheet whichever is earlier.**

(b) that the applicants shall not tamper with the prosecution evidence in any manner and shall co-operate with the investigating machinery as and when required.

(c) at the time of furnishing bail the applicants shall produce on record proof of their permanent residence.

[2] Inform the concerned police station accordingly.

**(S.B. Bahalkar)**

Additional Sessions Judge,  
Malegaon..

Date :-06.05.2024

**Criminal Bail Application No. 461 of 2024**

(1) Prakash Sudhakar Pawar

(2) Laxman Madhukar Nikam

Vs.

State of Maharashtra

**ORDER BELOW EXH. 4**

- [1] Today, the learned APP is seeking time for argument.
- [2] Time is granted till tomorrow i.e. on **03.05.2024**.  
Hence, the following order. :-

**ORDER**

- (1) The police shall not take any coercive action against the applicants untill further orders.
- (2) Issue letter accordingly to the concerned police station.

Date : 02.05.2024

**(S. B. Bahalkar)**  
Additional Sessions Judge,  
Malegaon.



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION**

**ANTICIPATORY BAIL APPLICATION NO.1913 OF 2021**

Deepak Satishkumar Agarwal .....Applicant  
V/S  
The State of Maharashtra & Anr. ....Respondents

**WITH  
ANTICIPATORY BAIL APPLICATION NO.1914 OF 2021**

Sumandevi Satishkumar Agarwal & Anr. ....Applicants  
V/S  
The State of Maharashtra & Anr. ....Respondents

---

**Mr. Dhanraj A. Lodha** i/b Mr. Ashish Verma *for the Applicants.*  
**Mr. Ashok S. Gawai**, APP *for Respondent No.1/State.*  
**Mr. Shahen Pradhan** *for Respondent No.2.*

---

**CORAM: SANDEEP V. MARNE, J.**  
**DATE : 10 APRIL 2024.**

**P.C.:**

1 These Applications are for grant of pre-arrest bail filed under provisions of section 438 of Code of Criminal Procedure in connection with Crime No.I-262 of 2021 for offences punishable under sections 420, 415, 417, 418, 423, 425, 426, 427, 463, 464, 466, 467, 468, 471, 474, 120-B, 13, 199 and 200 read with section 34 of the Indian Penal Code registered with Chhavani Police Station, Malegaon.

2 The allegation against the Applicants is that the concerned land was mutated in the name of M/s. Supreme Transports Organisation Private



Limited through Shri Satishkumar Kishanlala Agarwal and others. After death of Satishkumar Kishanlala Agarwal, the Applicants got their individual names mutated to the record of rights of the concerned land vide Mutation Entry No.41509.

3 That the Applicants have filed an Affidavit dated 9 April 2024 bringing on record 7/12 extract of land in question which now shows that name of the Company Supreme Transport Organisation Private Limited has been restored in revenue records. In that sense the grievance of the Complainant is met with.

4 The Applicants are on interim protection granted by this Court since 31 August 2021. Considering the fact that the name of the Company is already restored in the revenue records, I am of the view that the interim protection granted in favour of the Applicants needs to be made absolute. The Anticipatory Bail Applications are accordingly allowed in terms of the following order:

### **ORDER**

- i) The Anticipatory Bail Applications are accordingly allowed by making interim protection granted in favour of the Applicants by order dated 31 August 2021 absolute.
- ii) As such, in the event of arrest of the Applicants in Crime No.I-262 of 2021 registered with Chhavni Police Station, Malegaon for the offences punishable under sections 420, 415, 417, 418, 423, 425, 426, 427, 463, 464,



466, 467, 468, 471, 474, 120-B, 13, 199 and 200 read with section 34 of the Indian Penal Code, they shall be released on bail on furnishing P.R. Bond in the sum of Rs.25,000/- with one or more sureties in the like amount.

iii) The Applicants shall co-operate with the Investigating Officer by remaining present before the Investigating Officer whenever called.

5 With the above directions, the Anticipatory Bail Applications are disposed of.

**(SANDEEP V. MARNE, J.)**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION**

**ANTICIPATORY BAIL APPLICATION NO.1913 OF 2021**

Deepak Satishkumar Agarwal .....Applicant  
V/S  
The State of Maharashtra .....Respondents

**WITH  
ANTICIPATORY BAIL APPLICATION NO.1914 OF 2021**

Sumandevi Satiskumar Agarwal & Anr. ....Applicants  
V/S  
The State of Maharashtra .....Respondents

**Mr. Ashish Varma** *for the Applicant/s.*  
**Mr. Ashok S. Gawai, APP** *for Respondent No.1/State.*  
**Mr. Shahen Pradhan** *for Respondent No.2.*

**CORAM: SANDEEP V. MARNE, J.**  
**DATE : 28 MARCH 2024.**

**P.C.:**

1 The learned counsel appearing for the Applicant/s would submit that the property in question has been re-transferred in the name of Supreme Transport Organization Private Limited. He seeks time to file Affidavit to place on record the documents by which such transfer has been effected. Let the Affidavit be filed within one week from today.

2 List the Application for further consideration on 10 April 2024.

3 Interim relief granted earlier to continue till the next date of hearing.

**(SANDEEP V. MARNE, J.)**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION  
ANTICIPATORY BAIL APPLICATION NO. 1913 OF 2021**

Deepak Satishkumar Agarwal

**...APPLICANT**

**V/S.**

The State of Maharashtra

**...RESPONDENT**

**WITH  
ANTICIPATORY BAIL APPLICATION NO. 1914 OF 2021**

Sumandevi Satishkumar Agarwal

and anr.

**...APPLICANTS**

**V/S.**

The State of Maharashtra & anr.

**...RESPONDENTS**

---

**Mr. Ashish Verma** *a/w. Mr. Dhanraj Lodha, for the Applicants.*

**Mr. Kiran C. Shinde**, *APP for State-Respondent No.1.*

**Ms. Ameeta Kuttikrishnan**, *for Respondent No.2.*

---

**CORAM : SANDEEP V. MARNE, J.**

**Dated : 4 March 2024.**



**P.C. :**

- 1) The learned counsel appearing for the Applicant would submit that in pursuance of the Order dated 31 August 2021 passed by this Court, the Complainant has been added as Respondent No.2 to the present Application. He would submit that Respondent No.2 has filed Affidavit-in-reply opposing the application. He seeks time to go through the said Affidavit. Upon being queried about the progress of investigations, the learned APP seeks time.
  
- 2) List the Application on **28 March 2024**. Interim relief granted earlier shall continue to operate till the next date of hearing.

**SANDEEP V. MARNE, J.**



2024:BHC-AS:17080

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

CR. ANTICIPATORY BAIL APPLN. NO. 1913 OF 2021

Deepak Satishkumar Agarwal ....APPLICANT

V/S

The State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 1914 OF 2021

Sumandevi Satishkumar Agarwal And Anr ....APPLICANT

V/S

The State Of Maharashtra ....RESPONDENT

NONE FOR APPLICANT

MS. SHUBHADA KHOT, ADV. FOR RESPONDENT NO. 2

SMT. M. M. DESHMUKH, APP FOR STATE

**CORAM : HON'BLE SHRI JUSTICE R. N. LADDHA J**

**DATE : 14th December, 2022**

**P.C. :**

S. O. to 20/12/2022 .

**( FOR REGISTRAR JUDICIAL - I )**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**CRIMINAL APPELLATE JURISDICTION**  
**ANTICIPATORY BAIL APPLICATION NO.1913 OF 2021**

Deepak Satishkumar Agarwal .. Applicant

Versus

The State of Maharashtra .. Respondent

**WITH**

**ANTICIPATORY BAIL APPLICATION NO.1914 OF 2021**

Sumandevi Satishkumar Agarwal & Anr.. Applicants

Versus

The State of Maharashtra .. Respondent

...

Mr.Aniket Nikam with Mr.Amit Sharma and Mr.Ashish Verma  
for the Applicants.

Mr.A.R.Kapadnis, APP for the State.

...

**CORAM: BHARATI DANGRE, J.**

**DATED : 31<sup>st</sup> AUGUST, 2021**

**P.C:-**

1. Learned counsel Mr.Nikam has placed on record, an affidavit filed by Applicant-Deepak Satishkumar Agarwal wherein he makes the following statement,

“I say that after the hearing dated 26/08/2021 in the present matter, I approached the Complainant in the subject F.I.R. i.e. Mr.Amit K. Agarwal as well as all other directors of the company Supreme Transport Organization Pvt. Ltd. with a written proposal for amicably settling the dispute. I say that I accordingly sent them a letter dated 26/08/2021



by email dated 27/08/2021, whereby inter-alia without prejudice to all my legal rights I offered to give up my claims in respect of the disputed Malegaon property in the interest of maintaining healthy family relations between all the members, since all the directors including the Complainant in the complaint are my own relatives. A copy of the said email dated 27/08/2021 is herewith annexed and marked as Exhibit "A".

In pursuance of the said statement, learned counsel Mr.Nikam submits that he will implead the complainant as party respondent, by effecting necessary amendment within three days from today. Upon such amendment being carried out, issue notice to the newly added respondent, making it returnable on 14/09/2021.

2. In the wake of the statement contained in para 2, since the Applicant-Deepak Agarwal has expressed his desire to put an end to the discord, the Applicants shall not be arrested till the next date of hearing.

3. Re-notify for 14/09/2021.

( SMT. BHARATI DANGRE, J.)



2024:BHC-AS:17080

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

CR. ANTICIPATORY BAIL APPLN. NO. 1913 OF 2021

Deepak Satishkumar Agarwal .....APPLICANT

V/S

The State Of Maharashtra .....RESPONDENT

Adv. Aniket Nikam a/w

Adv. Amit Sharma and

Adv. Ashish Verma for Applicant

Shri A.R. Kapadnis, A.P.P. for State in ABA 1913/2021

**CORAM : HON'BLE SMT. JUSTICE BHARATI DANGRE**

**J**

**DATE : 26th August, 2021**

**P.C. :**

S. O. to 31/08/2021 .

**( FOR REGISTRAR JUDICIAL - I )**



IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION  
ANTICIPATORY BAIL APPLICATION NO.1913 OF 2021

Deepak Satishkumar Agarwal .. Applicant  
Versus  
The State of Maharashtra .. Respondent

...

Mr. Ashish Verma for the applicant.  
Mrs.Rutuja Ambekar, APP for the State.

**CORAM: BHARATI DANGRE, J.**  
**DATED : 18<sup>th</sup> AUGUST, 2021**

**P.C:-**

- 1 Since the learned APP make a grievance that the copy of the application is not received, learned counsel for the applicant to ensure that the copy is served upon the learned APP.
- 2 Re-notify for 26<sup>th</sup> August 2021.

**SMT. BHARATI DANGRE, J**

: 1 :

**Criminal Bail Application No. 366/2021**  
**(CNR No. MHNS-07000971-2021)**

1. Prakash Sudhakar Pawar
  2. Laxman Madhukar Nikam .. Applicants
- V/s.
- State of Maharashtra .. Respondent

**ORDER BELOW EXH. 1**

[1] This is an application filed by Applicant Nos. (1) Prakash Sudhakar Pawar and (2) Laxman Madhukar Nikam under Section **438** of the Code of Criminal Procedure as they have apprehension of their arrest in the crime which might be registered at Chhavani Police Station, Malegaon, under Sec. 420, 468, 465 and 471 r.w. sec. 34 of the Indian Penal Code on the complaint of one Amit K. Agarwal.

[2] From the material placed on record it appears that vide Sale deed dated 11.03.1993, the land bearing Survey No. 277/2/C situated at village – Sangameshwar, Tal. Malegaon, was sold by Kisanlal Nagarmal Agarwal in favour of Supreme Transport Organization Pvt. Ltd., Malegaon. The deceased Satishkumar Kisanlal Agarwal was the party to the said sale deed on behalf of the Supreme Transport Organization. After the said transaction, due mutation entry came to be effected. However, said Satishkumar Kisanlal Agarwal died on 30.11.2017. Thereafter, his son Dipak Agarwal, his widow Suman Devi Agarwal and daughter Tanushri Gupta applied for

entering their names as legal heirs of the deceased Satish Kumar Agarwal. While doing so, they suppressed material facts of the matter that Satish Kumar Agarwal was not the Sole owner of the property but he was a party to the original sale deed as a Partner of the Supreme Transport Organization Pvt. Ltd., Malegaon. On the basis of such mis-representation and suppression of facts, Dipak Agarwal got mutated his name in the record of rights of the said Survey No. 277/2/C. Now, Amit Kumar Agarwal who is legal heir of deceased Partner Kamal Kumar Agarwal has filed complaint about the cheating done by Dipak Agarwal and also alleged that the present applicants being the Revenue Officers have extended their help to Dipak Agarwal to mutate his name in the record of rights of the said land.

[ii] After filing complaint of Amit K. Agarwal, matter was initially forwarded for inquiry to Nandurbar City Police Station and thereafter, the matter was transferred to Chhavani Police Station for further action.

[iii] During the course of inquiry, these applicants were called by the Police Officer for inquiry. The applicants themselves realized that Dipak Agarwal by suppressing some material facts of the matter got mutated his name in the record of rights of the said land. On these backgrounds, the applicants have apprehension of their arrest in this matter. Therefore, they have filed this application for grant of anticipatory bail.

[3] I have heard both the sides and perused the material placed on record.

[4] I have also gone through the Say filed the by PSI Shri. Akhade, the Investigating Officer. It appears that till this date, no crime has been registered in this matter. However, considering the allegations made against the present applicants, it appears that there is possibility of registration of crime against them for non-bailable offences such as under sections 420, 467, 468 and 471 r.w. section 34 of the Indian Penal Code. Since this is the dispute regarding the mutation entry, it is part of the applicants of their duties being public servant. Since no crime is registered against the present applicants, it appears that the Investigating Officer do not want to arrest them. However, possibility of their arrest and registration of crime for non-bailable offences against them, cannot be ruled out. In these circumstances, if the applicants are arrested, the very purpose of filing of the application would be frustrated.

[5] Having regard to the facts and circumstances of the case, I am of the opinion that the applicants can be given some protection by way of prior notice of 72 hours, before their arrest. I, therefore, pass the following order. :-

**ORDER**

1] In the event of arrest of applicant Nos. (1) Prakash Sudhakar Pawar and (2) Laxman Madhukar Nikam, in connection with the crime which might be registered on the complaint of Amit K. Agarwal at Chhavani Police Station, Malegaon, under Sections under 420, 468, 465 and 471 r.w. sec. 34 of the Indian Penal Code, the concerned Investigating Officer should issue 72 hours prior notice to the applicants before their arrest in the said crime.

2] The applicants shall not tamper with the prosecution evidence and shall cooperate with the police machinery as and when required.

3] The applicants shall not leave the jurisdiction of Nashik District without prior permission of this Court.

4] Issue letter to the concerned Police Station accordingly.

5] Accordingly, the application is disposed of.

Malegaon.  
Date : 30.06.2021

**Sd/-xx**  
**( S. B. Bahalkar )**  
Additional Sessions Judge,  
Malegaon.

**Cri. Bail Application No. 403/2021.**

Dipak Satishkumar Agrawal & Ors. Vs. State.

**Order below Exh. 1**

This is an application filed by the applicants/accused under section 438 of the Cr.P.C. for grant of anticipatory bail in Crime No. I-262/2021 for the offences punishable under sections 420, 415, 417, 418, 423, 425, 426, 427, 463, 464, 466, 467, 468, 471, 474, 120-B, 13, 199, 200 r/w. 34 of the I.P.C registered with Chhavani Police Station, Malegaon.

02. It is the case of the prosecution that on 30/06/2021 informant H.E. Capton Amit K. Agrawal lodged the complaint to the police station. He alleged that he is filing the complaint on behalf of Supreme Transport Organization Pvt. Ltd. Previously it was a partnership firm. Kamal Agrawal, H.E. Capton Amit K. Agrawa, Akash Agral, Vimal Agrawal, Girish Agrawal are the directors of the said company and they are having the property in the name of directors. Accordingly, company is having 6.43 H.R. + 1.05 H.R. land at S.No. 277/2/1/A at Malegaon. The administration of said plot was given to Satish Agrawal. After his death, applicants/accused prepared the forged document and thereby transferred the said land in their name. On the basis of his statement, the police has registered the aforesaid crime.

03. Learned A.P.P. S.K. Sonwane filed his Say inter-alia contending that it is a serious crime related to economic offence. Applicants/accused has intentionally prepared the forged documents. They have knowledge about the partnership firm, the

then also, they have got transferred the land in their name. Hence, he sought rejection of application.

04. Heard learned advocate K.D. Bhamre, for the applicants and Ld. A.P.P. S.K. Sonwane, for State.

05. Perused the documents on record. It appears that it is a more case in Malegaon wherein person has tried to grab the valuable land in their names by making the false document. From the documents filed by the applicants themselves specifically from the 7/12 extract, it appears that the property in question was standing in the name of Supreme Transport, Malegaon and it was hold by it's partner Satish Agrawal. Thus, it shows that applicants has prima-facie knowledge that the said property was belonging to Supreme Transport Firm. Same thing is also reflected from his affidavit that by means of M.E. No. 89/80 property was mutated in the name of Supreme Transport Partnership Firm.

06. It appears from the police papers that on 1<sup>st</sup> April 1983, the partnership firm was came into existence. Jagdish Agrawal, Satishkumar Agrawal, Motillal Agrawal, Jagdishchandra Sihag, Fulchand Sharma, Mahavirsing Chaudhary and Jagdishchandra Jakad were the partners in the said firm. It appears that the said partnership firm has purchased the land in question on 1<sup>st</sup> March 1993 from Kisanlal Agrawal, Jagdishprasad Agrawal and Anandkumar Agrawal for consideration of Rs. 1,00,000/-. The document is registered at Sub-Registrar Office, Malegaon at Sr. No. 884. Thus, from the said sale-deed, it is crystal clear that property from G.No. 277/2/1/A at Malegaon was purchased by the Supreme

Transport Partnership Firm.

07] It is appeared that the Supreme Transport Firm is converted in to Supreme Transport Organization Pvt. Ltd. It also appears that on 26/08/2014, applicants has mortgaged the said property along with other properties at Pali, Khanawale, Tal. Panvel, Kalamboli, Andheri etc. to the Kotak Mahindra Bank against loan amount of Rs. 1024,00,000/-. Thus, it shows that in the year 2014, the property was used by the firm to obtain the loan.

08] Memorandum of association and articles of association of Supreme Transport Organization Pvt. Ltd. shows that they were previously carrying business of partnership and as per the resolution dated 16/05/2006 the partners decided to register their partnership firm as Private Ltd. Company. Thus, from all these facts, it show that the property in question was owned by the Supreme Transport Organization Pvt. Ltd. and being the legal heir of deceased Satishchandra, applicants has limited share in the property, the then also, having knowledge of this fact and suppressing all above material facts, applicants filed false application along with affidavit to Tahathi, Malegaon and thereby got mutated all the properties of Malegaon standing in the name of Supreme Transport Organization Pvt. Ltd. in their names. It shows that since beginning there was intention on the part of applicants/accused to cheat the firm and thereby to grab their property by making false documents.

09] Now-a-days in Malegaon City such types of incidents are gradually increasing. Peoples are making the forged documents,

making false impersonation of the vendors, got executed the bogus sale-deeds and grab the valuable properties. Under such aggregating scenario, I am of the opinion that since beginning there was intention of the applicants/accused to cheat the firm. They are not innocent persons, hence they are not entitled for the discretionary relief of anticipatory bail. Hence, I pass the following order.

**ORDER**

1. Application is hereby rejected.
2. Inform the concerned police station.

Date- 04/08/2021.

( Aniruddha Subhash Gandhi )  
Additional Sessions Judge,  
Malegaon.

**FIRST INFORMATION REPORT**  
(Under Section 154 Cr.P.C.)

प्रथम खबर अहवाल  
(कलम १५४ फौजदारी प्रक्रिया संहिता)

1. District (जिल्हा): नाशिक ग्रामीण P.S. (पोलीस ठाणे): मालेगांव छावणी Year (वर्ष): 2021  
FIR No. (प्रथम खबर क्र.): 0262 Date and Time of FIR (प्र. ख. दिनांक आणि वेळ): 30/06/2021 21:15 वाजता

2.

S. No. (अ.क्र.)	Acts (अधिनियम)	Sections (कलम)
1	भारतीय दंड संहिता १८६०	120-B
2	भारतीय दंड संहिता १८६०	१३
3	भारतीय दंड संहिता १८६०	१९९
4	भारतीय दंड संहिता १८६०	२००
5	भारतीय दंड संहिता १८६०	३४
6	भारतीय दंड संहिता १८६०	४२०
7	भारतीय दंड संहिता १८६०	४१५
8	भारतीय दंड संहिता १८६०	४१७
9	भारतीय दंड संहिता १८६०	४१८
10	भारतीय दंड संहिता १८६०	४२३
11	भारतीय दंड संहिता १८६०	४२५
12	भारतीय दंड संहिता १८६०	४२६
13	भारतीय दंड संहिता १८६०	४२७
14	भारतीय दंड संहिता १८६०	४६३
15	भारतीय दंड संहिता १८६०	४६४
16	भारतीय दंड संहिता १८६०	४६६
17	भारतीय दंड संहिता १८६०	४६७
18	भारतीय दंड संहिता १८६०	४६८
19	भारतीय दंड संहिता १८६०	४७१
20	भारतीय दंड संहिता १८६०	४७४

3. (a) Information received at P.S. (पोलीस ठाण्यावर माहिती मिळाल्याचा):  
Date (दिनांक): 30/06/2021 Time (वेळ): 20:56 तास
- (b) General Diary Reference (ठाणे दैनंदिनी संदर्भ):  
Entry No. (नोंद क्र.): 022 Date and Time (दिनांक आणि वेळ): 30/06/2021 20:56 तास
4. Type of Information (माहितीचा प्रकार): लेखी
5. Complainant / Informant (तक्रारदार / माहिती देणारा):
- (a) Name (नाव): एच.ई.कॅप्टन अमित के अग्रवाल
- (b) Father's/Husband's Name (पिता/पति का नाम):
- (c) Date/Year of Birth (जन्म तारीख / वर्ष): 1989
- (d) Nationality (राष्ट्रीयत्व): भारत

(e) UID No. (यु.आय.डी. क्र.):

(f) Passport No. (पारपत्र क्र.):

Date of Issue (दिल्याची तारीख):

Place of Issue (दिल्याचे ठिकाण):

(g) ID Details (Ration Card, Voter ID Card, Passport, UID No., Driving License, PAN) (ओळख विवरण (राशन कार्ड, मतदाता कार्ड, पासपोर्ट, यूआईडी सं., ड्राइविंग लाइसेंस, पैन कार्ड))

S. No. (अ.क्र.)	ID Type (ओळख पत्र चा प्रकार)	ID Number (ओळख संख्या)
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(h) Occupation (व्यवसाय):

(i) Address (पत्ता):

S.No. (अ.क्र.)	Address Type (पत्ता प्रकार)	Address (पत्ता):
1	वर्तमान पत्ता	5 बी,34अक्षयमितल ईडस्ट्रीयल, स्टेट एमव्हीरोड,मरोल मॅट्रोल, अंधेरी ईस्ट,मुंबई400059 , मुंबई रेल वे, महाराष्ट्र, भारत
2	स्थायी पत्ता	5 बी,34अक्षयमितल ईडस्ट्रीयल, स्टेट एमव्हीरोड,मरोल मॅट्रोल, अंधेरी ईस्ट,मुंबई400059 , मुंबई रेल वे, महाराष्ट्र, भारत

(j) Phone number (फोन नं.):

Mobile (मोबाइल सं.): 0

6. Details of known / suspected / unknown accused with full particulars (जात / संशयित / अज्ञात आरोपींचे संपूर्ण तपशील):

Accused More Than (अज्ञात आरोपी एका पेक्षा जास्त असतील तर संख्या): 0

S. No. (अ.क्र.)	Name (नाव)	Relative's Name (नातेवाईकाचे नाव)	Present Address(वर्तमान पत्ता)
1	दिपक सतिषकुमार अग्रवाल		1. 2 इजकॅन प्लाटीनियम एसपीरिंग,2 एसपीरिंग रोड भोपाल सर्कल,Town/Village (शहर / गाव): 2 अहमादाबादगुजरात,Tehsil (तहसील): Police Station (पोलीस ठाणे): District (जिल्हा): अहमदाबाद शहर,State (राज्य): गुजरात,भारत
2	2 सुमनदेवी सतिषकुमार अग्रवाल		1. ओइजकॅन प्लाटीनियम एसपीरिंग,एसपीरिंग रोड भोपाल सर्कल,Town/Village (शहर / गाव): अहमादाबादगुजरात,Tehsil (तहसील): Police Station (पोलीस ठाणे): District (जिल्हा): अहमदाबाद शहर,State (राज्य): गुजरात,भारत
3	तनुश्री मोहित गुप्ता		1. 202ओसीयानीक हिरानंदानी अपस,Town/Village (शहर / गाव): कांचीपुरमतामिळनाडु,Tehsil (तहसील): Police Station (पोलीस ठाणे): District (जिल्हा): कांचीपुरम,State (राज्य): तामिळनाडू,भारत
4	मा.तलाठी संगमेश्वर		1. Town/Village (शहर / गाव): 4 संगमेश्वर,मालेगावजिनाशिक,Tehsil (तहसील): Police Station (पोलीस ठाणे): मालेगांव छावणी,District (जिल्हा): नाशिक ग्रामीण,State (राज्य): महाराष्ट्र,भारत
5	मा.मंडल अधिकारी		1. Town/Village (शहर / गाव): संगमेश्वर,मालेगाव,जिनाशिक,Tehsil (तहसील): Police Station (पोलीस ठाणे): मालेगांव छावणी,District (जिल्हा): नाशिक ग्रामीण,State (राज्य): महाराष्ट्र,भारत

7.

S. No. (अ.क्र.)	Property Category (मालमत्ता वर्ग)	Property Type (मालमत्ता प्रकार)	Particulars of properties of interest (संबंधीत मालमत्तेचा तपशील):	Value(In Rs/-) मूल्य (रु. मध्ये)

8. Total value of property (In Rs/-) मालमत्तेचे एकूण मूल्य (रु. मध्ये):

9. Inquest Report / U.D. case No., if any (मरणान्वेषण अहवाल/अकस्मात मृत्यू प्रकरण क्र., जर असल्यास):

S. No. (अ.क्र.)	UIDB Number (यु.आय.डी.बी.)
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#### 10. First Information contents (प्रथम खबर मजकूर):

फिर्यादी - एच.ई.कॅप्टन अमित के अग्रवाल वय32 धंदा व्यवसाय सुप्रिम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड कंपनीकडुन नियुक्त रा.5 बी,34अक्षय मित्तल ईंडस्ट्रीयल स्टेट एम.व्ही.रोड,मरोल मॅट्रोल जवळ,अंधेरी ईस्ट,मुंबई.400059 आरोपी 1)दिपक सतिषकुमार अग्रवाल वय36 धंदा व्यापार 2) सुमनदेवीसतिषकुमार अग्रवाल वय58 धंदा घरकाम 1व 2 रा.ओ.इजकॅन प्लाटीनियम एस.पी.रिंग रोड भोपाल सर्कल भोपाल अहमादाबाद(गुजरात) 3) तनुश्री मोहित गुप्ता वय29 धंदा- घरकाम रा.202ओसीयानिक हिरानंदानी अपस्केल,ओएमआर.इगातुर,कांचीपुरम(तामिळनाडु) 4) मा.तलाठी संगमेश्वर, रा.संगमेश्वर,मालेगाव.जि.नाशिक 5)मा.मंडल अधिकारी रा.संगमेश्वर,मालेगाव,जि.नाशिक. महोदय, मी समक्ष पोलिस स्टेशन मध्ये हजर होवुन फिर्याद देतो की,मी सुप्रीम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड कंपनीचा मालक सदर कंपनीत ती स्थापन झाल्या पासुन कार्यरत आहे. सुप्रीम ट्रान्सपोर्ट कंपनी ही नोंदणीकृत कंपनी आहे सदर कंपनी ही 2008साली कंपनी रजिस्टर ऑफिसमध्ये नोंदणीकृत झालेली प्रायव्हेटलिमिटेड कंपनी नोंदणी क्र U60230MH2008PTC216143असा आहे मुळात सुप्रीम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड कंपनी ही स्थापन होणेपूर्वी सुप्रीम ट्रान्सपोर्ट,या नावाने भागीदारीचे फर्म सन 1983सालापासुन अस्तीत्वात होती. परंतु सुप्रीम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड या कंपनीची स्थापना झाल्याने यापूर्वी स्थापन झालेली भागीदारीचे अस्तीत्व संपुष्टात आलेले आहे. सदर सुप्रीम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड कंपनी ही वाहतुकीचा व्यवसाय संपुर्ण भारत भरत करत असुन सध्यास्थीत कंपनीचे खालीलप्रमाणे संचालक आहेत 1) श्री कमल अग्रवाल 2) एच. ई.कॅप्टन अमित के अग्रवाल 3) कॅ.आकाश अग्रवाल 4)श्री विमल अग्रवाल 5) गिरीष अग्रवाल कंपनीच्या नावाणे वेगवेगळ्या ठिकाणी वेगवेगळ्या मिळकती आहे त्याच प्रमाणे मालेगाव येथे जुना आग्रा महामार्ग जवळ निर्सर्ग डॉटेल जवळ सर्वे नं.277/2 /1/ अ यासा एकुण क्षेत्र 6 हेक्टर 43 आर .पो.ख.1 हेक्टर 0.5 आर यासी आकार 601 रु 88 पैसे असी मिळकत हि सुप्रीम टार्नस्पॉर्ट कंपनी या नावाणे आहे कंपनीचा कार्याभार मोठा असलेने वेगवेगळ्या ठिकाणी असणार्या कंपनीच्या मालमतेबाबत व्यवस्थापणाचे अधिकार कंपनीने सदर कंपनीच्या वेगवेगळ्या संचालकाला दिले आहे त्या प्रमाणे मालेगाव येथील वर वर्णन केलेल्या मिळकतीचे अधिकार श्री सतिष किसनलाल अग्रवाल याना दिले होते श्री सतिष किसनलाल अग्रवाल याचा दुर्दैवी मुत्य दि.30/11/20217 रोजा झालेला आहे आरोपी क्र 1 हे कै.सिष किसनलाल अग्रवाल याचा मुलगा आहे आरोपी क्र 2 या पत्नी आहे व आरोपी क्र 3 मुलगी आहे कै.सतिष किसनलाल अग्रवाल याच्या मुत्यु पश्चात सदरची मिळकत ही कंपनी सुप्रिम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड यांच्याच मालकीची होती व आहे वरिलप्रमाणे परिस्थिती असतांना तसेच वरील सर्व बाबींची वैयक्तीक माहिती आरोपी आरोपी नं.1ते3यांना असतांना देखील संगणमत करुन सुप्रिम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड या कंपनीची प्रोपर्टी बेकायदेशिर मार्गाने हडप करण्यासाठी ती स्वताची आहे असे भासवुन तसेच सतिष किसनलाल अग्रवाल यांच्या मालकी आहे असे भासवुन कंपनीची कुठलीही पुर्व परवानगी न घेता परस्पर सदर कंपनीला आर्थिक नुकसान पोहचविण्याच्या हेतुने दि.27/07/2020रोजी खोटी वारस नोंद होणेबाबतचा अर्ज देवुन खोटे प्रतिज्ञापत्र तयार करुन तसेच आरोपी नं.4व5यांच्याशी संगणमत करुन बेकायदेशीर कंपनीच्या मालकीच्या प्रापर्टीला स्वताःचे भसवुन परस्पर वारस नोंद नंबर37901पारीत करुन घेतली तसेच आरोपी नं.4व5यांनी देखील कुठलीही शाहनिशा न करता खोटा पंचनामा तयार करुन कंपनीला कुठलीही नोटिस न काढता आरोपी नं 1 ते 3 यांच्याशई संगणमत करुन सदर मिळकत ही आरोपी नं 1ते 3 यांच्या मालकीची नसतांना देखील सदर मिळकतीच्या अनुषंगाने खोट्या दस्ताऐवजांच्या आधार परस्पर वारस नोंद पारीत करुन घेतली तदनंतर आरोपी नं.1यांनी आरोपी नं.2व3 यांच्याकडुन सदर मिळकती बाबत मलन 2-2339/2020अन्वये हक्कसोड पत्राचा अधिकार नसतांना बेकायदेशीरपणे दस्त नोंदवुन घेतलेला आहे व त्या अनुषंगाने महसुन दप्तरी देखील नोंद करुन घेतलेली आहे व सदरची मिळकत संपुर्णपणे आरोपी नं.1ने स्वाताच्या नावावर फसवणुक करुन घेतलेली आहे अति महत्वाची बाब म्हणजे वारस नोंद होतेसमयी आरोपी नं1याने धडधडीत खोटे प्रतिज्ञापत्र करुन दिलेले आहे की,कंपनी अस्तीत्वात अथवा व्यवहारात नाहि महत्वाची बाब म्हणजे वर वर्णन केलेल्या मिळकतीच्या अनुषंगाने यापूर्वीच सुप्रिम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड कंपनीने कोटक महिंद्रा बँक कडुन सदर मिळकत तारण ठेवुन कर्ज घेतलेले आहे त्यामध्ये देखील वर वर्णन केलेल्या कंपनीचे मालक हे सुप्रिम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड कंपनी ही आहे तसेच यापूर्वी अस्तीत्वात असलेला भागीदारी संस्थेच्या सर्व मिळकती या सुप्रिम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड कंपनीत वर्ग करण्यात आलेले आहेत त्याबाबत स्पष्ट उल्लेख कंपनीच्या नोंदणी दस्तात आहे याची संपुर्ण माहिती आरोपी नं. 1व3यांना होती व आहे. वर उल्लेख केल्याप्रमाणे आरोपींनी संगणमत करुन खोटे दस्ताऐवज,खोटे कागदपत्र,खोटे प्रतिज्ञापत्र,खोटी माहिती देवुन फसवणुक करुन मिळकत स्वताच्या नावाने करुन घेवुन सुप्रिम ट्रान्सपोर्ट ऑरगानिझेशन प्रायव्हेट लिमिटेड कंपनीने आर्थिक नुकसान करुन स्वताचा आर्थिक फायदा करुन घेतल्याने वरिल आरोपीविरुध्द

भा.द.वी.क120(ब),420,415,417,418,423,425,46,427,463,464,465,466,467,468,471,474,13/2,199,200,34 अन्वये गुन्हा नोंदविण्यात येवुन आरोपींना जास्तीत जास्त कडक शासन करण्यात यावे हि नम्र विनंती (सदर फिर्याद हि व्हाटसअप द्वारे पाठविल्याने सही नाही )



विशेष पोलीस महानिरीक्षक,

नाशिक परिक्षेत्र, नाशिक यांचे कार्यालय

'दक्षता बिल्डींग', गडकरी चौक, नाशिक - 422002

☎ - 0253-2590533 / 2970711

☎ - 0253-2970711

✉ - ig.nskreader@gmail.com

प्रति,

मा. पोलीस महासंचालक,  
महाराष्ट्र राज्य, मुंबई.

( मार्फत - मा. अपर पोलीस महासंचालक , कायदा व सुव्यवस्था, म.राज्य, मुंबई )

क्रमांक:११९/नाप/सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन/२०२१/१०५८ नाशिक, दिनांक - 12 JUL 2021

**विषय :** To register FIR in documentation fraud / property transfer illegally case against Mr. Deepak Agrawal, Ms. Tanushree Gupta & Mr. Suresh Koli u/s IPC 415, 420, 424, 467, 468 and others as applicable.  
**Applicant -** Supreme Transport Organisation Pvt. Ltd.  
Andheri, Mumbai.

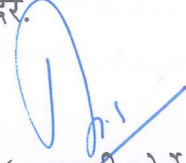
- संदर्भ :**
- १) मा. पोलीस महासंचालक, महाराष्ट्र राज्य, मुंबई यांचे पत्र क्रमांक :  
पोमसं/२२/सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि.-मुंबई / १२४ / २०२१,  
दि.१२/०५/२१
  - २) या कार्यालयाकडील पत्र क्र. विपोमनि/नाप/वाचक/ना. ग्रा./सुप्रीम ट्रान्सपोर्ट  
कंप/२०२१/१८७६, दि. १४/६/२०२१
  - ३) मा. पोलीस महासंचालक, महाराष्ट्र राज्य, मुंबई यांचे पत्र क्रमांक :  
पोमसं/२५/६९/कार्यवाही/विपोमनि नाशिक परिक्षेत्र/२०२१. दि.१२/०५/२०२१
  - ४) मा. पोलीस महासंचालक, महाराष्ट्र मुंबई यांचेकडील आ.क्र.२७२४,  
दि. २८/६/२०२१
  - ५) या कार्यालयाकडील पत्र क्र. ११६/वाचक/सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन/१००३/  
२०२१, दि. २८/६/२०२१
  - ६) अपर पोलीस अधीक्षक, मालेगांव यांचेकडील पत्र क्र. १०४/वाचक/तक्रार  
अर्ज/१७५५/२०२१, मालेगांव दि. २/७/२०२१

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उपरोक्त विषय व संदर्भाचे अनुषंगाने अपर पोलीस अधीक्षक, मालेगांव यांना विषयांकित तक्रारी बाबत संदर्भ क्र.५ नुसार योग्य त्या कलमांखाली गुन्हा दाखल करुन दाखल गुन्ह्याचा सविस्तर अहवाल कागदपत्रांसह या कार्यालयास सादर करण्याबाबत कळविण्यात आले आहे.

त्याअनुषंगाने सदर प्रकरणी, मालेगांव छावणी पो.स्टे. येथे गु.र.नं. २६२/२०२१ भा.दं.वि.क ४२०, ४१५, ४१७, ४१८, ४२३, ४२५, ४२६, ४२७, ४६३, ४६४, ४६५, ४६६, ४६७, ४६८, ४७१, ४७४, १२०ब, १३/२, १९९, २००, ३४ नुसार दि. ३०/६/२०२१ रोजी २०.५६ वा. गुन्हा दाखल करण्यात आला आहे. सदर गुन्ह्याचा तपास पोलीस निरीक्षक श्री. पी. पी. वाडीले, मालेगांव छावणी पोलीस स्टेशन हे करीत आहेत.

अपर पोलीस अधीक्षक, मालेगांव यांनी दाखल गुन्ह्याचा सविस्तर अहवाल संदर्भ क्र. ६ नुसार या कार्यालयास सादर केला आहे. सदर अहवाल अवलोकनार्थ सविनय सादर.



( अश्वती दोर्जे )

विशेष पोलीस महानिरीक्षक,  
नाशिक परिक्षेत्र, नाशिक

प्रत,

१) मा. अपर पोलीस महासंचालक,  
कायदा व सुव्यवस्था,  
महाराष्ट्र राज्य, मुंबई

२) श्री. अमितकुमार अग्रवाल, सुप्रिम ट्रान्सपोर्ट लि.  
ऑर्गनायझेशन प्रा. लि. कंपनी, मुंबई.



# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059  
Tel +91 22 4238 3904 05 06 07 Fax +91 22 42383945  
Email mumbai@stopl.in Website www.stopl.in

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December 4<sup>th</sup> 2020

To,

**Shri Sachin Patil I.P.S.**  
Superintendent of Police  
Nashik (Rural)

**Re: To register FIR in documentation fraud/property transfer illegally case against Mr. Deepak Agarwal, Ms. Tanushree Gupta & Ms. Suman Agrawal u/s of IPC 415, 420, 424, 467, 468 and others as applicable**

Respected Sir,

We seek your indulgent consideration, on the subject afore mentioned, on behalf of **M/S Supreme Transport Org Pvt Ltd (STOPL)**:

- A. We request you to please register FIR as afore mentioned and take immediate action including arrest as per the laws.
- B. Our company owns a property in Malegaon, with address bearing SY No. 277/2/1/A, Near Nissarg Hotel, Agra Road, Malegaon, Dist Nashik. Such property has been under ownership and in possession of our company for more than 2-3 decades.
- C. Company always used this property as its office in warehouse in the usual transport business which is carried out for more than 37 years, at 70+ offices all over India. Company has more than 10 such properties in Ahmedabad, Delhi, Bangalore, Mumbai, New Mumbai, Pali, Balotara, Barmer and other places.
- D. Most of these properties are mortgaged to bank, for loans and credit limits of our company. Such property in Malegaon is also mortgaged to the bank.
- E. Recently, through one of our close aide in Malegaon, we came to know that these 3 people had visited the property and tried to claim this property as theirs. Today, we were shocked to see on mahabhumi.gov.in that our company's name has been striked off and these names are appearing in the registration document.

Continued..



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Email mumbai@stopl.in Website www.stopl.in

Continued..

- F. As you may understand, any kind of sale, transfer, purchase of any property, requires BOARD RESOLUTION of the company.
- G. Our company has 5 directors on board and multiple shareholders. None of the directors or shareholders are aware of such fraud and its very shocking to learn this forgery conducted by group of these 3 people – Mr. Deepak, Ms. Suman and Ms. Tanushree.
- H. We inquired with the bank as well, and the bank is shocked to learn about this fraud too. Such fraud is again punishable under various sections of IPC and CRPC, if the bank files an FIR. Any property mortgaged to the bank requires banks approval for sale/purchase/transfer and cannot be done without bank's release.
- I. **We request you to please register FIR and arrest these 3 individuals immediately without any further delay.**
- J. In the meanwhile, we are checking on our other properties in Rajasthan, Gujarat, Mumbai, New Mumbai, New Delhi and Bangalore too, if they have conducted similar fraud there.

Kamal Agarwal  
Chairman of the Board

Thank you. Sincerely,

H.E. Capt Ammeet K Agarwal  
Director, President & CEO  
+91 9870811224



# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059  
Tel +91 22 4238 3904 05 06 07 Fax +91 22 42383945  
Email mumbai@stopl.in Website www.stopl.in

\*\*\*\*\*

December 4<sup>th</sup> 2020

To,

**Shri Pravin Badle,**  
Senior Inspector of Police  
Chavni Police Station,  
Malegaon, Nashik

**Re: To register FIR in documentation fraud/property transfer illegally case against Mr. Deepak Agarwal, Ms. Tanushree Gupta & Ms. Suman Agrawal u/s of IPC 415, 420, 424, 467, 468 and others as applicable**

Respected Sir,

We seek your indulgent consideration, on the subject afore mentioned, on behalf of **M/S Supreme Transport Org Pvt Ltd (STOPL):**

- A. We request you to please register FIR as afore mentioned and take immediate action including arrest as per the laws.
- B. Our company owns a property in Malegaon, with address bearing SY No. 277/2/1/A, Near Nissarg Hotel, Agra Road, Malegaon, Dist Nashik. Such property has been under ownership and in possession of our company for more than 2-3 decades.
- C. Company always used this property as its office in warehouse in the usual transport business which is carried out for more than 37 years, at 70+ offices all over India. Company has more than 10 such properties in Ahmedabad, Delhi, Bangalore, Mumbai, New Mumbai, Pali, Balotara, Barmer and other places.
- D. Most of these properties are mortgaged to bank, for loans and credit limits of our company. Such property in Malegaon is also mortgaged to the bank.
- E. Recently, through one of our close aide in Malegaon, we came to know that these 3 people had visited the property and tried to claim this property as theirs. Today, we were shocked to see on mahabhumi.gov.in that our company's name has been striked off and these names are appearing in the registration document.

Continued..



# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059  
Tel +91 22 4238 3904 05 06 07 Fax +91 22 42383945  
Email mumbai@stopl.in Website www.stopl.in

Continued..

- F. As you may understand, any kind of sale, transfer, purchase of any property, requires BOARD RESOLUTION of the company.
- G. Our company has 5 directors on board and multiple shareholders. None of the directors or shareholders are aware of such fraud and its very shocking to learn this forgery conducted by group of these 3 people – Mr. Deepak, Ms. Suman and Ms. Tanushree.
- H. We inquired with the bank as well, and the bank is shocked to learn about this fraud too. Such fraud is again punishable under various sections of IPC and CRPC, if the bank files an FIR. Any property mortgaged to the bank requires bank's approval for sale/purchase/transfer and cannot be done without bank's release.
- I. **We request you to please register FIR and arrest these 3 individuals immediately without any further delay.**
- J. In the meanwhile, we are checking on our other properties in Rajasthan, Gujarat, Mumbai, New Mumbai, New Delhi and Bangalore too, if they have conducted similar fraud there.

Kamal Agarwal  
Chairman of the Board

Thank you. Sincerely,

H.E. Capt Ammeet K Agarwal  
Director, President & CEO  
+91 9870811224

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

CR. ANTICIPATORY BAIL APPLN. NO. 2556 OF 2023

Sneha Baban Chavan ....APPLICANT

V/S

The State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 2359 OF 2023

Vimal Jagdish Agarwal ....APPLICANT

V/S

State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 1643 OF 2023

Rajesh Bhagwandas Agarwal ....APPLICANT

V/S

State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 2270 OF 2023

Samixa Girish Agarwal And Ors ....APPLICANT

V/S

The State Of Maharashtra ....RESPONDENT

WITH

CRI-INTERIM APPLICATION NO. 4250 OF 2023

In

Cr. Anticipatory Bail Appln. 2556 OF 2023

Ammeet Kamal Agarwal

....PETITIONER

V/S

The State Of Maharashtra

....RESPONDENT

**CORAM :** HON'BLE SHRI JUSTICE N. R. BORKAR J

**DATE :** 25th February, 2026

**P.C. :**

Due to paucity of time, stand over to 24/03/2026. Interim order, if any, to continue till then.

**( FOR REGISTRAR JUDICIAL - I )**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

CR. ANTICIPATORY BAIL APPLN. NO. 2556 OF 2023

Sneha Baban Chavan ....APPLICANT

V/S

The State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 2270 OF 2023

Samixa Girish Agarwal And Ors ....APPLICANT

V/S

The State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 1643 OF 2023

Rajesh Bhagwandas Agarwal ....APPLICANT

V/S

State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 2359 OF 2023

Vimal Jagdish Agarwal ....APPLICANT

V/S

State Of Maharashtra ....RESPONDENT

WITH

CRI-INTERIM APPLICATION NO. 4250 OF 2023

In



Cr. Anticipatory Bail Appln. 2556 OF 2023

Ammeet Kamal Agarwal

....PETITIONER

V/S

The State Of Maharashtra

....RESPONDENT

**CORAM :** HON'BLE SHRI JUSTICE N. R. BORKAR J

**DATE :** 11th November, 2025

**P.C. :**

Due to paucity of time, stand over to 28/11/2025. Interim order, if any, to continue till then.

**( FOR REGISTRAR JUDICIAL - I )**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

CR. ANTICIPATORY BAIL APPLN. NO. 2556 OF 2023

Sneha Baban Chavan ....APPLICANT

V/S

The State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 1643 OF 2023

Rajesh Bhagwandas Agarwal ....APPLICANT

V/S

State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 2270 OF 2023

Samixa Girish Agarwal And Ors ....APPLICANT

V/S

The State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 2359 OF 2023

Vimal Jagdish Agarwal ....APPLICANT

V/S

State Of Maharashtra ....RESPONDENT

WITH

CRI-INTERIM APPLICATION NO. 4250 OF 2023

In



Cr. Anticipatory Bail Appln. 2556 OF 2023

Ammeet Kamal Agarwal

....PETITIONER

V/S

The State Of Maharashtra

....RESPONDENT

**CORAM :** HON'BLE SHRI JUSTICE N. R. BORKAR J

**DATE :** 9th October, 2025

**P.C. :**

Due to paucity of time, stand over to 11/11/2025. Interim order, if any, to continue till then.

**( FOR REGISTRAR JUDICIAL - I )**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

CR. ANTICIPATORY BAIL APPLN. NO. 2556 OF 2023

Sneha Baban Chavan ....APPLICANT

V/S

The State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 2359 OF 2023

Vimal Jagdish Agarwal ....APPLICANT

V/S

State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 1643 OF 2023

Rajesh Bhagwandas Agarwal ....APPLICANT

V/S

State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 2270 OF 2023

Samixa Girish Agarwal And Ors ....APPLICANT

V/S

The State Of Maharashtra ....RESPONDENT

WITH

CRI-INTERIM APPLICATION NO. 4250 OF 2023

In



Cr. Anticipatory Bail Appln. 2556 OF 2023

Ammeet Kamal Agarwal

....PETITIONER

V/S

The State Of Maharashtra

....RESPONDENT

**CORAM :** HON'BLE SHRI JUSTICE N. R. BORKAR J

**DATE :** 18th September, 2025

**P.C. :**

Due to paucity of time, stand over to 09/10/2025. Interim order, if any, to continue till then.

**( FOR REGISTRAR JUDICIAL - I )**



Sayali Upasani

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION**

**ANTICIPATORY BAIL APPLICATION NO. 2556 OF 2023  
WITH  
INTERIM APPLICATION NO. 4250 OF 2023  
WITH  
ANTICIPATORY BAIL APPLICATION NO. 1643 OF 2023  
WITH  
INTERIM APPLICATION NO. 2798 OF 2023  
WITH  
ANTICIPATORY BAIL APPLICATION NO. 2270 OF 2023  
WITH  
ANTICIPATORY BAIL APPLICATION NO. 2359 OF 2023  
WITH  
INTERIM APPLICATION NO. 3127 OF 2023**

Sneha Baban Chavan

...Applicant

**Vs.**

State of Maharashtra

...Respondent

Ms. Praveena Venkatraman i/b Law Global, for Applicant in  
ABA/1643/2023, ABA/2270/2023 and ABA/2359/2023.

Mr. Prashant Jadhav, APP for State-Respondent No. 1.

Mr. P. Ranjan i/b Halai and Co., for Intervener/Applicant in  
IA/3127/2023.

Ms. Surbhi Soni, i/b MAV and Associates, for Applicant in  
ABA/2556/2023.

Mr. Sandeep Shinde, API, Sahar Police Station.

**CORAM:- N. J. JAMADAR, J.**

**DATED:- 12<sup>th</sup> MARCH, 2024**

**PC:-**

- 1) Heard the learned Counsel for the parties.
- 2) The learned APP invites attention of the Court to an order dated 14<sup>th</sup> September, 2023, passed by a Co-ordinate Bench of this Court, whereby the co-accused has been granted bail.
- 3) Registry to verify and list before appropriate Bench.
- 4) Ad-interim relief, granted earlier, shall continue to operate till the next date.

**[N. J. JAMADAR, J.]**



IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION

**ANTICIPATORY BAIL APPLICATION NO.2556 OF 2023**

Sneha Baban Chavan ...Applicant  
vs.  
The State of Maharashtra ...Respondent

**WITH  
ANTICIPATORY BAIL APPLICATION NO.1643 OF 2023  
WITH  
ANTICIPATORY BAIL APPLICATION NO. 2270 OF 2023**

Rajesh Bhagwandas Agarwal ...Applicant  
vs.  
The State of Maharashtra ...Respondent

**WITH  
ANTICIPATORY BAIL APPLICATION NO.2359 OF 2023**

Vimal Jagdish Agarwal ...Applicant  
vs.  
The State of Maharashtra ...Respondent

Ms. Surbhi Soni a/w. Mr. Manish Verma i/b. MGV & Associates, for the Applicant in ABA No. 2556 of 2023.  
Mr. Subhash Jha (through VC) i/b. Law Global, for the Applicant in ABA No. 1643 of 2023 and ABA No. 2359 of 2023.  
Mrs. G.P. Mulekar, APP, for the Respondent/State.  
Mr. Yash Jain i/b. Halai & Co., for the Intervener.

**CORAM : N. J. JAMADAR, J.**  
**DATE : MARCH 05, 2024**

**P.C.:**

1. Heard the learned counsel for the applicant and the learned APP for the State.
2. The learned counsel for the applicant in ABA No. 2556 of

Vishal Parekar

...1

2023 seeks time to work out the matter.

3. List all these applications on 12<sup>th</sup> March, 2024.

4. Ad-interim relief granted earlier shall continue to operate till the next date.

5. The parties are put to notice that an endeavour would be made to hear and finally dispose of these applications.

**(N. J. JAMADAR, J.)**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

CR. ANTICIPATORY BAIL APPLN. NO. 2556 OF 2023

Sneha Baban Chavan ....APPLICANT

V/S

The State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 1643 OF 2023

Rajesh Bhagwandas Agarwal ....APPLICANT

V/S

State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 2270 OF 2023

Samixa Girish Agarwal And Ors ....APPLICANT

V/S

The State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 2359 OF 2023

Vimal Jagdish Agarwal ....APPLICANT

V/S

State Of Maharashtra ....RESPONDENT

WITH

CRI-INTERIM APPLICATION NO. 4250 OF 2023

In



Cr. Anticipatory Bail Appln. 2556 OF 2023

Ammeet Kamal Agarwal

....PETITIONER

V/S

The State Of Maharashtra

....RESPONDENT

**CORAM : HON'BLE SHRI JUSTICE SARANG  
VIJAYKUMAR KOTWAL J**

**DATE : 2nd February, 2024**

**P.C. :**

Balance Daily Board cannot be taken up today on account of paucity of time. Stand over to 22/02/2024 . Ad-interim relief or interim relief, if any, granted earlier will continue to operate till next date.

**( FOR REGISTRAR JUDICIAL - I )**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

CR. ANTICIPATORY BAIL APPLN. NO. 2556 OF 2023

Sneha Baban Chavan ....APPLICANT

V/S

The State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 1643 OF 2023

Rajesh Bhagwandas Agarwal ....APPLICANT

V/S

State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 2270 OF 2023

Samixa Girish Agarwal And Ors ....APPLICANT

V/S

The State Of Maharashtra ....RESPONDENT

WITH

CR. ANTICIPATORY BAIL APPLN. NO. 2359 OF 2023

Vimal Jagdish Agarwal ....APPLICANT

V/S

State Of Maharashtra ....RESPONDENT

WITH

CRI-INTERIM APPLICATION NO. 4250 OF 2023

In



Cr. Anticipatory Bail Appln. 2556 OF 2023

Ammeet Kamal Agarwal

....PETITIONER

V/S

The State Of Maharashtra

....RESPONDENT

**CORAM : HON'BLE SHRI JUSTICE SARANG  
VIJAYKUMAR KOTWAL J**

**DATE : 10th January, 2024**

**P.C. :**

Balance Daily Board cannot be taken up today on account of paucity of time. Stand over to 02/02/2024 . Ad-interim relief or interim relief, if any, granted earlier will continue to operate till next date.

**( FOR REGISTRAR JUDICIAL - I )**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION  
ANTICIPATORY BAIL APPLICATION NO.2556 OF 2023**

Sneha Baban Chavan ... Applicant  
versus  
The State of Maharashtra ... Respondent

WITH  
INTERIM APPLICATION NO.4250 OF 2023  
IN  
ANTICIPATORY BAIL APPLICATION NO.2556 OF 2023  
WITH  
ANTICIPATORY BAIL APPLICATION NO.1643 OF 2023

Rajesh Bhagwandas Agarwal ... Applicant  
versus  
State of Maharashtra ... Respondent

WITH  
INTERIM APPLICATION NO.2798 OF 2023  
IN  
ANTICIPATORY BAIL APPLICATION NO.1643 OF 2023  
WITH  
ANTICIPATORY BAIL APPLICATION NO.2270 OF 2023

Samixa Girish Agarwal and Ors. ... Applicants  
versus  
The State of Maharashtra ... Respondent

WITH  
INTERIM APPLICATION NO.3125 OF 2023  
IN  
ANTICIPATORY BAIL APPLICATION NO.2270 OF 2023  
WITH  
ANTICIPATORY BAIL APPLICATION NO.2359 OF 2023

Vimal Jagdish Agarwal ... Applicant  
versus  
State of Maharashtra ... Respondent

WITH  
INTERIM APPLICATION NO.3127 OF 2023  
IN

ANTICIPATORY BAIL APPLICATION NO.2359 O F 2023

Mr. Rishi Sood with ms. Surbhi Soni, for Applicant in ABA 2556 of 2023 (VC).

Mr. Subhash Jha with Ms. Praveena Venkatraman i/by Law Global Advocates, for Applicants in ABA 1643, 2270 and 2359 of 2023.

Smt. A.A.Takalkar, APP for State.

Mr. Gaurav Chaubey with Ms. Kavitha Prakash i/by Sujit Padarat for Intervener in ALL ABAs.

Mr. Sandeep Shinde, API, Sahar Police Station present.

**CORAM: N.J.JAMADAR, J.**

**DATE : 6 DECEMBER 2023**

**P.C.**

IA No.3125 of 2022

1. Heard the learned Counsel for the parties.
2. Ammeet Kamal Agarwal is the first informant. The Intervention Application stands allowed, keeping open all the contentions as to locus of the first informant to set the criminal law in motion.
3. Interim Application stands disposed.
4. List the matters for hearing on 10 January 2024.
5. Interim protection granted earlier shall continue to operate till the next date.

**( N.J.JAMADAR, J. )**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION  
ANTICIPATORY BAIL APPLICATION NO.2556 OF 2023**

Sneha Baban Chavan ... Applicant  
versus  
The State of Maharashtra ... Respondent

WITH  
ANTICIPATORY BAIL APPLICATION NO.1643 OF 2023  
WITH  
INTERIM APPLICATION NO.2798 OF 2023  
WITH  
ANTICIPATORY BAIL APPLICATION NO.2270 OF 2023  
WITH  
INTERIM APPLICATION NO.3125 OF 2023  
WITH  
ANTICIPATORY BAIL APPLICATION NO.2359 OF 2023  
WITH  
INTERIM APPLICATION NO.3127 OF 2023

Mr. Rishi Sood with Ms. Surbhi Soni, for Applicant in ABA 2556 of 2023.  
Ms. Linisha Seth i/by Law Global Advocates, for Applicant in ABA 1643 of 2023.  
Mr. S.H.Yadav, APP for State.  
Mr. Gaurav Chaubey, for Intervener.  
Mr. Sandeep Shinde, API Sahar Police Station present.

**CORAM: N.J.JAMADAR, J.**

**DATE : 1 NOVEMBER 2023**

**P.C.**

1. Heard the learned Counsel for the parties.
2. The learned Counsel for the Interveners seeks time to file Intervention application/s.
3. Let Intervention application/s be filed within a period of one week and

copy served on the applicants.

4. Stand over to 6 December 2023.
5. Interim protection granted earlier shall continue to operate till the next date.

**(N.J.JAMADAR, J.)**



IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION

**ANTICIPATORY BAIL APPLICATION NO.1643 OF 2023  
WITH  
INTERIM APPLICATION NO.2798 OF 2023  
WITH  
ANTICIPATORY BAIL APPLICATION NO.2270 OF 2023  
WITH  
INTERIM APPLICATION NO.3125 OF 2023  
WITH  
ANTICIPATORY BAIL APPLICATION NO.2556 OF 2023  
WITH  
ANTICIPATORY BAIL APPLICATION NO.2359 OF 2023  
WITH  
INTERIM APPLICATION NO.3127 OF 2023**

Rajesh Bhagwandas Agarwal ...Applicant

vs.

The State of Maharashtra ...Respondent

Mr. Subhash Jha a/w. Ms. Linisha Seth i/b. Law Global, for the Applicant in ABA No. 1643 of 2023.

Mr. Rishi Sood a/w. Ms. Surbhi Soni and Mr. Manish Verma, for the Applicant in ABA No. 2556 of 2023.

Smt. Ashwini Takalkar, APP, for the Respondent/State.

Mr. Gaurav Chaubey, for the Intervener/ first informant.

Mr. Sandeep Shimole, API, Sahar police station.

**CORAM : N. J. JAMADAR, J.**

**DATE : OCTOBER 11, 2023**

**P.C.:**

1. Heard the learned counsel for the applicants and the learned APP for the State.

2. Mr. Ghaubey, the learned advocate submits that he has instructions to appear on behalf of the first informant and undertakes to file vakalatnama on behalf of the first informant. He

Vishal Parekar

...1

seeks time to work out the matter.

3. Stand over to 1<sup>st</sup> November, 2023.

4. The interim protection granted earlier shall continue to operate till the next date.

(N. J. JAMADAR, J.)



IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 1643 OF 2023  
WITH  
INTERIM APPLICATION NO. 2798 OF 2023

Rajesh Bhagwandas Agarwal ...Applicant  
Versus  
State of Maharashtra ...Respondent

AND  
ANTICIPATORY BAIL APPLICATION NO. 2270 OF 2023  
WITH  
INTERIM APPLICATION NO. 3125 OF 2023

Samixa Girish Agarwal ...Applicant  
Versus  
The State of Maharashtra ...Respondent

Ms. Linisha Seth, i/b Law Global, for the Applicant.  
Mrs. Ashwini Takalkar, APP for the State.  
Mr. P. Ranjan, i/b M/s. Halani & Co., for the Intevenor.  
API Sandeep Shinde, Sahar Police Station, present.

CORAM: N. J. JAMADAR, J.  
DATED : 4<sup>th</sup> SEPTEMBER, 2023

PC:-

1. Heard the learned Counsel for the parties.
2. Another anticipatory bail application of the co-accused is scheduled to be listed on 15<sup>th</sup> September, 2023.
3. Stand over to 15<sup>th</sup> September, 2023.
4. Interim protection, granted earlier, shall continue to operate till next date.

[N. J. JAMADAR, J.]



IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 1643 OF 2023  
WITH  
INTERIM APPLICATION NO.2798 OF 2023  
IN  
ANTICIPATORY BAIL APPLICATION NO. 1643 OF 2023

Rajesh Bhagwandas Agarwal ...Applicant  
Versus  
The State of Maharashtra ...Respondent

....

Mr. Subhash Jha i/by Law Global Adocate for the Applicant.  
Mr. P. Rajan i/by M/s. Halani & Co. for the Intervenor.  
Mr. S.V. Gavant, APP for the Respondent – State.

....

CORAM : SMT. ANUJA PRABHUDESSAI, J.  
DATE : 11<sup>th</sup> AUGUST, 2023.

**P. C. :-**

1. Learned Counsel for the Applicant states that the Applicant was granted interim bail on 7<sup>th</sup> July, 2023. Due to inadvertence the same was not continued on 4<sup>th</sup> August, 2023.
2. Interim relief to continue till the next date.
3. Stand over to 4<sup>th</sup> September 2023.

(SMT. ANUJA PRABHUDESSAI, J.)



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION**

**ANTICIPATORY BAIL APPLICATION NO.1643 OF 2023  
WITH  
INTERIM APPLICATION (STAMP) NO.14294 OF 2023  
IN  
ANTICIPATORY BAIL APPLICATION NO.1643 OF 2023**

Rajesh Bhagwandas Agarwal ...Applicant

Versus

The State of Maharashtra ...Respondent

...

Ms Linisha Seth with Mr. Sudhr Chaudhary i/b. M/s. Law Global  
Advocates for the Applicant

Mr. P. Ranjan i/b. M/s. Halani and Co. for the Intervenor.

Ms A.A. Takalkar, APP for the Respondent -State.

Mr. Sandeep Shinde, API, Sahar Police Station, present.

**CORAM: SMT. ANUJA PRABHUDESSAI, J.**

**DATED : 4<sup>th</sup> AUGUST, 2023.**

**P. C. :-**

At the request of learned counsel for the Applicant, stand  
over to **11/08/2023**. Though the interim application is listed on  
board, papers are not tagged. Registry to do the needful.

**(SMT. ANUJA PRABHUDESSAI, J.)**



DILWALE

25.ABA.1643.23.doc

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION**

**ANTICIPATORY BAIL APPLICATION NO. 1643 OF 2023**

Rajesh Bhagwandas Agarwal

...Applicant

Versus

The State Of Maharashtra

...Respondent

....

Mr.Subhash Jha a/w Suelhia Chaudhary a/w Shraddha K. i/b Law  
Global , Advocate for the Applicant.

Ms. A.A. Takalkar, APP for the Respondent – State.

Mr. P. Ranjav i/b Halai & Co. for Intervenor.

Mr. Sandeep Shinde, API, sahar police station.

...

**CORAM : ANUJA PRABHUDESSAI ,J.  
DATED : 21<sup>th</sup> JULY, 2023.**

**PC**

1. At the request of Intervenor, stand over to 4th August 2023.
2. Interim relief to continue till the next date.

**(ANUJA PRABHUDESSAI, J.)**



i. Jayani

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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION**

**ANTICIPATORY BAIL APPLICATION NO. 1643 OF 2023**

Rajesh Bhagwandas Agarwal ... Applicant

v/s.

The State of Maharashtra .... Respondent

Mr. Subhash Jha a/w. Mr. Sudhir Chaudhary i/b. Law  
Global for the Applicant.

Ms. A.A. Takalkar, APP for the State.

Mr. Sandeep Shinde, API, Sahar Police Station, present.

**CORAM: SMT. ANUJA PRABHUDESSAI, J.**

**DATED : 07<sup>th</sup> JULY, 2023.**

**P. C. :-**

1. The Applicant apprehends his arrest in C.R.No.155/2023 registered at Sahar Police Station, Mumbai for offences punishable under sections 408, 409, 477-A, 420 r/w. 120(B) and 34 of the Indian Penal Code.

2. The allegations against the Applicant are that he along with the co-accused have misappropriated total amount of Rs.1,18,00,187/-. It is stated that out of the said amount, the Applicant has misappropriated an amount of Rs.90,85,437/- from Sangeeta Aviations and from the personal account of the first informant. The amount was allegedly misappropriated in the year 2019-20. The FIR in respect of

the said misappropriation has been lodged on 25/04/2023.

3. Learned counsel for the Applicant states that the Applicant is ready to co-operate with the investigation and hand over all the documents to the Investigating Officer.

4. In view of the said statement and considering the nature of accusations, this is a fit case to grant interim bail. Hence, the following order :-

(a) In the event of arrest of the Applicant in C.R.No.155/2023 registered at Sahar Police Station, Mumbai, he shall be released on interim bail till the next date of hearing, on furnishing bail bonds in the sum of Rs.25,000/- with one or two sureties in the like amount ;

(b) The Applicant shall report to the Investigating Officer for two days i.e., on 10/07/2023 and 11/07/2023 between 11:00 a.m. to 02:00 p.m. and further as and when required by the Investigating Officer ;

(c) The Applicant shall not interfere with the complainant

and the other witnesses and shall not tamper with the evidence or attempt to influence or contact the complainant, witnesses or any person concerned with the case in any manner ;

(d) The Applicant shall keep the Investigating Officer informed of his current address and mobile contact numbers, and/or change of residence or mobile details, if any, from time to time.

5. Stand over to **21/07/2023**.

**(SMT. ANUJA PRABHUDESSAI, J.)**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

CR. ANTICIPATORY BAIL APPLN. NO. 1643 OF 2023

Rajesh Bhagwandas Agarwal ....APPLICANT

V/S

State Of Maharashtra ....RESPONDENT

Mr. Subhash Jha, Sudhir Chaudhary i/by Law Global, Advocate  
for the Applicant.

Mrs. A. A. Takalkar, APP for the State.

**CORAM : HON'BLE SMT. JUSTICE ANUJA  
PRABHUDESSAI J**

**DATE : 30th June, 2023**

**P.C. :**

S. O. to 07/07/2023 .

**( FOR REGISTRAR JUDICIAL - I )**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

CR. ANTICIPATORY BAIL APPLN. NO. 1643 OF 2023

Rajesh Bhagwandas Agarwal ....APPLICANT

V/S

State Of Maharashtra ....RESPONDENT

Mr. Subhash Jha a/w Sudheer Choudhary, Alka Pandey, Linisha Seth, Clifford Gonsalves i/by Law Global Advocate for the Applicant.

Mr. R. M. Pethe APP for the State.

API Sandeep Shinde, Sahar Police Station.

**CORAM :** HON'BLE SMT. JUSTICE ANUJA  
PRABHUDESSAI J

**DATE :** 15th June, 2023

**P.C. :**

S. O. to 30/06/2023 .

**( FOR REGISTRAR JUDICIAL - I )**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

CR. ANTICIPATORY BAIL APPLN. NO. 1643 OF 2023

Rajesh Bhagwandas Agarwal ....APPLICANT

V/S

State Of Maharashtra ....RESPONDENT

Mr. Shubhash Jha a/w Clifford Gonsalves, Linisha Seth i/by  
Law Global for the Applicant.

Mrs. A. A. Takalkar, APP for the State.

**CORAM : HON'BLE SMT. JUSTICE ANUJA  
PRABHUDESSAI J**

**DATE : 12th June, 2023**

**P.C. :**

At the request of learned counsel for the Applicant , stand over  
to 14/06/2023 .

**( FOR REGISTRAR JUDICIAL - I )**



IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION  
INTERIM APPLICATION NO.1503 OF 2024  
IN  
BAIL APPLICATION NO.2453 OF 2023

Girish Agarwal ... Applicant  
**Vs.**  
State of Maharashtra ... Respondent

Ms. Surbhi Soni i/b. MG V & Associates for Applicant.  
Mr. Balraj B. Kulkarni for Respondent-State.  
Mr. Sandeep Shinde, API, Sahar Police Station.

**CORAM : MANISH PITALE, J.**  
**DATE : SEPTEMBER 30, 2024**

**P.C. :**

. In this application, the applicant seeks modification of condition (d) imposed by this Court, while granting bail as per order dated 14.09.2023 passed in Bail Application No.2453 of 2023.

2. The said condition reads as follows:-

“(d) The applicant shall attend the Investigating Officer of Sahar Police Station once in two months i.e. on first Monday of every alternate month between 11:00 a.m. and 1:00 p.m. commencing from October 2023.”

3. It is submitted on behalf of the applicant that the charge-sheet was already filed on 11.09.2023, three days prior to the aforesaid order granting bail to the applicant. It is further submitted that charge is yet to be framed and the applicant has abided by the aforesaid conditions scrupulously. It is also submitted that since the applicant is resident of Delhi and the charge has already been filed, this Court may consider exempting the applicant from abiding by the said condition.



4. The learned APP submits that in the present case, offences registered against the applicant are serious and the total misappropriated amount comes to about Rs.6 crores. In that light, the applicant should at least be directed to deposit his passport during the pendency of the trial.
5. Considering the rival submissions, this Court is inclined to partly allow the present application. Accordingly, condition (d), quoted hereinabove, imposed in the order dated 14.09.2023 shall stand deleted. Instead, it shall be replaced by the following condition:-
  - (d) The applicant shall surrender his passport, if any, before the trial Court and it shall remain with the trial Court during the pendency of the trial.
6. The passport be deposited within two weeks from today.
7. Interim application stands disposed of accordingly.

**(MANISH PITALE, J.)**

*Minal Parab*



2024:BHC-AS:38626

Board Sr.No.:-920

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

CRI-INTERIM APPLICATION NO. 1503 OF 2024

In

CRIMINAL BAIL APPLN. 2453 OF 2023

Girish Jagdish Agarwal ...PETITIONER

V/S

The State Of Maharashtra ....RESPONDENT

Adv. Surbhi Soni i/b MGB & Associates for Applicant.,  
Mr. Balraj B. Kulkanri, APP for State-Respondent

( Production Board )

**CORAM : HON'BLE SHRI JUSTICE MANISH PITALE J**

**DATE : 27th September, 2024**

**P.C. :**

S. O. to 30/09/2024 .

**( FOR REGISTRAR JUDICIAL - I )**



2024:BHC-AS:38626

Board Sr.No.: -928

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

CRI-INTERIM APPLICATION NO. 1503 OF 2024

In

CRIMINAL BAIL APPLN. 2453 OF 2023

Girish Jagdish Agarwal ...PETITIONER

V/S

The State Of Maharashtra ....RESPONDENT

( On Supplementary Board )

**CORAM : HON'BLE SHRI JUSTICE MANISH PITALE J**

**DATE : 24th September, 2024**

**P.C. :**

Due to paucity of time, stand over to 11/10/2024. Interim order,  
if any, to continue till then.

**( FOR REGISTRAR JUDICIAL - I )**



IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION

INTERIM APPLICATION NO. 1503 OF 2024

IN

BAIL APPLICATION NO. 2453 OF 2023

Girish Agarwal

...Applicant

**Versus**

The State of Maharashtra

...Respondent

\*\*\*

- Ms. Surbhi Soni i/b MGB & Associates, for Applicant.
- Mr. Balraj B. Kulkarni, APP for Respondent.
- Mr. Sandeep Shinde, API, Sahar Police Station.

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CORAM : MANISH PITALE, J.

DATE : 13<sup>th</sup> SEPTEMBER, 2024.

P. C. :

1. The learned APP to take instructions on the question as to whether the applicant has abided by condition (d) specified in the order dated 14.09.2023, passed by this Court in the bail application.
2. List on 24<sup>th</sup> September, 2024, to be included in the "Supplementary List."

(MANISH PITALE, J.)



2024:BHC-AS:38626

Board Sr.No.:0

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

CRI-INTERIM APPLICATION NO. 1503 OF 2024

In

Criminal Bail Appln. 2453 OF 2023

Girish Jagdish Agarwal ...PETITIONER

V/S

The State Of Maharashtra ....RESPONDENT

**CORAM : HON'BLE SHRI JUSTICE MANISH PITALE J**

**DATE : 28th August, 2024**

**P.C. :**

Due to paucity of time, stand over to 20/09/2024. Interim order, if any, to continue till then.

**( FOR REGISTRAR JUDICIAL - I )**



2024:BHC-AS:38626

Board Sr.No.:0

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

CRI-INTERIM APPLICATION NO. 1503 OF 2024

In

Criminal Bail Appln. 2453 OF 2023

Girish Jagdish Agarwal ...PETITIONER

V/S

The State Of Maharashtra ....RESPONDENT

**CORAM : HON'BLE SHRI JUSTICE MANISH PITALE J**

**DATE : 25th July, 2024**

**P.C. :**

Due to paucity of time, stand over to 28/08/2024. Interim order, if any, to continue till then.

**( FOR REGISTRAR JUDICIAL - I )**



2024:BHC-AS:38626

Board Sr.No.:0

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

CRI-INTERIM APPLICATION NO. 1503 OF 2024

In

Criminal Bail Appln. 2453 OF 2023

Girish Jagdish Agarwal ...PETITIONER

V/S

The State Of Maharashtra ....RESPONDENT

**CORAM : HON'BLE SHRI JUSTICE MANISH PITALE J**

**DATE : 27th June, 2024**

**P.C. :**

Due to paucity of time, stand over to 25/07/2024. Interim order, if any, to continue till then.

**( FOR REGISTRAR JUDICIAL - I )**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION**

**BAIL APPLICATION NO.2453 OF 2023**

GIRISH JAGDISH AGARWAL ..APPLICANT  
VS.  
THE STATE OF MAHARASHTRA ..RESPONDENT

**WITH  
INTERIM APPLICATION NO.3301 OF 2023  
IN  
BAIL APPLICATION NO.2453 OF 2023**

AMMEET KAMAL AGARWAL ..APPLICANT

**IN THE MATTER BETWEEN**

GIRISH JAGDISH AGARWAL ..APPLICANT  
VS.  
THE STATE OF MAHARASHTRA ..RESPONDENT

-----  
Adv. Subhash Jha a/w Adv. Linisha Seth i/b. Law Global for  
the applicant.  
Ms. Rutuja Ambekar, APP for the State.  
Adv. P. Ranjan i/b. M/s. Halai and Company for the  
intevener.  
API Sandeep Shinde, Sahar Police Station.  
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**CORAM : M. S. KARNIK, J.**

**DATE : SEPTEMBER 14, 2023.**

**P.C. :**

**1.** Heard learned counsel for the applicant, learned APP  
for the State and learned counsel for the intervener.

**2.** This is an application for bail in respect of the offence punishable under Sections 408, 409, 477-A, 420, 120-B read with 34 of the Indian Penal Code (hereafter 'IPC' for short) registered on 25.04.2023 vide First Information Report (FIR) No.207 of 2023 with Sahar Police Station.

**3.** There are in all eleven accused. The applicant is the accused No.2. The FIR was registered on 25.04.2023 by Ammeet Kamal Agarwal who is the Executive Director of Supreme Transport Organisation Private Limited. The applicant and ten others have been arraigned as accused in connection with FIR No.207 of 2023 registered with Sahar Police Station. The allegation is that between the period from 27.09.2019 and 04.09.2020 the applicant and ten others who have been named in the FIR, in furtherance of a criminal conspiracy, siphoned of Rs.6,27,36,180/- and thereby committed an offence punishable under the aforesaid provisions of the IPC.

**4.** The applicant herein viz. Mr. Girish Jagdish Agarwal was also a Director/Shareholder of Supreme Transport Organisation Private Limited. The applicant is the cousin

brother of the intervener – *de facto* complainant. Due to mismanagement of the Company, Axis Bank Limited filed proceedings against Supreme Transport Organisation Private Limited under Section 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. By an order dated 08.09.2021 the NCLT appointed Interim Resolution Professional (IRP) and the board of the company has been suspended.

**5.** By an order dated 29.09.2021 the NCLT appointed a Resolution Professional in respect of Sangeeta Aviation Services Private Limited to carry out further Corporate Insolvency Resolution Process. The applicant was arrested on 15.06.2023.

**6.** The applicant approached this Court for bail prior to filing of the charge-sheet as the applicant's bail application was rejected by the trial Court on 19.07.2023. During the pendency of this application and before the application could be heard on merits, the charge-sheet came to be filed. It is one of the objection of learned APP and learned

counsel appearing for the intervener – *de facto* complainant that now that the charge-sheet has been filed, the proper course for the applicant is to approach the trial Court for bail.

**7.** Mr. Jha, learned counsel for the applicant submitted that in the present facts, having regard to the nature of the accusations, now that the charge-sheet has been filed, further custody of the applicant is not required. It is one of the contention of Mr. Jha that in the present case no notice under Section 41-A of the Code of Criminal Procedure was issued.

**8.** In the present facts, I felt appropriate to hear the application for bail having regard to the nature of accusations.

**9.** Learned APP as well as learned counsel for the intervener - *de facto* complainant opposed the application for bail. It is submitted that the accusations are serious as the applicant in his capacity as a Director has committed misappropriation of funds. My attention is invited to the accusations in the FIR. In the FIR so far as the present

applicant is concerned, it has been alleged that the present applicant had transferred a sum of Rs.11,05,072/- from the account of Supreme Transport Organisation Private Limited, a sum of Rs.13,93,250/- from the account of Sangeeta Aviation Services Private Limited and further a sum of Rs.8,00,000/- from the account of the *de facto* complainant. The total amount transferred was Rs.32,98,332/-. It is the accusation that the amounts which belonged to the company which should have been credited to the company's account have straight away gone into the account of the present applicant.

**10.** Mr. Jha, learned counsel made an attempt to justify the fact that the said transfer is a result of legitimate transactions. Prima facie it appears that the amounts have been transferred through banking channels. Suffice it to observe that in respect of the transaction from 22.06.2018 to 06.07.2022 the FIR has been lodged only on 25.04.2023. The applicant as well as the *de facto* complainants were the Directors of the company which are now the subject matter of Insolvency proceedings. The relationship between the

parties are strained. Furthermore, the investigation is complete and the charge-sheet has been filed. In this view of the matter further custody of the applicant is not necessary. The applicant will face the consequences of the trial. The applicant does not appear to be a flight risk. Hence, the following order :-

**ORDER**

- (a) The application is allowed.
- (b) The applicant-Girish Jagdish Agarwal in connection with FIR No.207 of 2023 registered with Sahar Police Station shall be released on bail on his furnishing P.R. Bond of Rs.1,00,000/- with one or more local sureties in the like amount.
- (c) The applicant is permitted to furnish cash bail surety in the sum of Rs.1,00,000/- for a period of six weeks in lieu of surety.
- (d) The applicant shall attend the Investigating Officer of Sahar Police Station once in two months i.e. on first Monday of every alternate month between 11.00 a.m. and 1.00 p.m. commencing from October 2023.

(e) The applicant shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing the facts to Court or any Police Officer. The applicant shall not tamper with evidence.

(f) On being released on bail, the applicant shall furnish his contact number and residential address to the Investigating Officer and shall keep him updated, in case there is any change.

(g) The applicant shall attend the trial regularly unless exempted.

**11.** The application is disposed of.

**12.** Interim application is also disposed of.

**(M. S. KARNIK, J.)**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

CRIMINAL BAIL APPLN. NO. 2453 OF 2023

Girish Jagdish Agarwal ....APPLICANT

V/S

State Of Maharashtra ....RESPONDENT

Mr. Subhash Jha A/W Ms. Linisha Seth i/by Law Global  
Advocates for Applicant.

Ms. Rutuja Ambekar, APP for Respondent - State.

Mr. Yash Jain i/by Hala & Co. for Intervenor.

At the request of the learned APP

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**CORAM : HON'BLE SHRI JUSTICE M. S. KARNIK J**

**DATE : 11th September, 2023**

**P.C. :**

S. O. to 13/09/2023 .

**( FOR REGISTRAR JUDICIAL - I )**



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION**

**BAIL APPLICATION NO.2453 OF 2023**

GIRISH JAGDISH AGARWAL ..APPLICANT

VS.

THE STATE OF MAHARASHTRA ..RESPONDENT

-----  
Mr. Subhash Jha a/w Adv. Linisha Seth a/w Adv. Cd Clifford  
Gonsalves a/w Adv. Shahzad M. Pandey a/w Adv. Shraddha  
Kataria i/b Law Global Advocates for the Applicant.

Mr. Yash Jain i/b Hala and Co. for the Intervener/  
Complainant.

Ms. Rutuja Ambekar, APP for the State.  
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**CORAM : M. S. KARNIK, J.**

**DATE : SEPTEMBER 7, 2023.**

**P.C. :**

At the request of the learned APP and the learned  
counsel for complainant who wants to intervene, stand over  
to 11/09/2023, fairly high on board.

**(M. S. KARNIK, J.)**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE CRIMINAL JURISDICTION**

**CRIMINAL BAIL APPLN. NO. 2453 OF 2023**

Girish Jagdish Agarwal	....APPLICANT
V/S	
State Of Maharashtra	....RESPONDENT

**CORAM : HON'BLE SHRI JUSTICE M. S. KARNIK J**

**DATE : 30th August, 2023**

**P.C. :**

Balance Daily Board cannot be taken up today on account of paucity of time. Stand over to 11/09/2023 . Ad-interim relief or interim relief, if any, granted earlier will continue to operate till next date.

**( FOR REGISTRAR JUDICIAL - I )**

ABA-980/25

::1::

Order

MHCC050034972025



IN THE COURT OF SESSIONS AT DINDOSHI  
(BORIVALI DIVISION), GOREGAON, MUMBAI

ANTICIPATORY BAIL APPLICATION NO.980 OF 2025

**Mrs. Rajni Surendra Pandey** )  
Age about 65 Years, Occupation: Housewife, )  
Residing at : Flat No.7, Building No.54, )  
Yogendra Bhavan, J.B. Nagar, )  
Andheri East, Mumbai – 400 059. ) **...Applicant**

**Versus**

**State of Maharashtra** )  
(Notice be served to the Police Inspector, )  
In-charge of Sahar Police Station, Mumbai and )  
also to Public Prosecutor and District )  
Government Pleader). ) **...Respondent**

Ld. Adv Mr. Abdul Peerzade for the applicant.  
Ld. APP Mr. Imran K. Shaikh for the State.

**CORAM : HIS HONOUR ADDITIONAL  
SESSIONS JUDGE,  
T.T. AGLAWE,  
COURT ROOM NO.10.**

**Date : 17TH JULY, 2025**

**ORAL ORDER**

Applicant has filed present application for pre-arrest bail in connection with Crime No.155/2023 registered with Sahar Police Station for the offences punishable under sections 120(B), 408, 409,

477-A, 420 r/w. Section 34 of I.P.C.

2. Perused the application and reply of Investigating Officer below Exhibit-4.

3. FIR is registered on 25.04.2023 against the applicant and 10 others by the informant Amit Agarwal. FIR states that the informant is a Chairman and Executive Director of Supreme Transport Pvt. Ltd. and Sangeeta Aviation Services Pvt. Ltd. The main business of the company is of road transport and air transport of goods. The co-accused Vimal Agarwal and Girish Agarwal are also the Directors of Supreme Transport Pvt. Ltd. In 2014, the co-accused Varun Kakariya was appointed as an Assistant. Thereafter in 2016, the co-accused Kamlesh Tatawat was appointed as Chief Operation Officer. The National Company Law Tribunal passed an order dated 10.08.2021 declaring Sangeeta Aviation Services Pvt. Ltd. as insolvent company. The financial affairs of both the companies were looked after by Kamlesh Tatawat. The son of applicant by name Atul Pandey and Swapnil Chavan are old friends of the informant. They also used to visit the office of company. The informant noticed that things were not normal in the accounts. Therefore, the informant verified the financial transaction of the company through Chartered Accountant. The informant came to know that there is misappropriation of amount of Rs.6,27,36,180/-. Therefore, the informant lodged report claiming that the Directors Vimal Agarwal and Girish Agarwal alongwith Kamlesh Tatawat, Chief Operation Officer have misappropriated amount of Rs.6,27,36,180/- from the account of Sangeeta Aviation Services Pvt. Ltd. and personal account of the informant and transferred that amount to the account of all 11 accused. The allegations against the applicant is that she has received and

utilised an amount of Rs.11,00,000/- illegally and unauthorisedly.

4. Contention of the applicant is that she has no role in the account and payment department of the company. She has not committed any offence. In fact, she is creditor of insolvent company. The company went in losses and the informant is responsible for it. The applicant is seeking protection on various other grounds as stated in the application.

5. Application is opposed on the ground that there is misappropriation of crores of rupees. The applicant is beneficiary of amount of Rs.11,00,000/-. The said amount is to be recovered.

6. Heard learned advocate for the applicant and learned APP for the State.

7. Heard Investigating Officer. Perused the case diary.

8. Learned advocate for the applicant submits that chargesheet is filed against two accused. The other six accused having major role have got interim protection from the Hon'ble High Court. The company is declared as insolvent. Therefore, the informant has no locus to lodge FIR. There is delay in lodging the FIR. Insolvency Resolution Professional has shown the applicant as creditor of insolvent company. Various FIRs are registered against the informant. She is ready to co-operate the investigation.

9. Learned APP and Investigating Officer has submitted that there is misappropriation of crores of rupees. The amount is transferred

to the account of applicant, without any voucher. The investigation regarding the applicant is pending. The applicant cannot seek benefit of lacuna of informant. Her statement of account do show that the applicant is beneficiary.

10. FIR states the period of occurrence from 1.04.2018 to 31.07.2022. FIR is lodged on 25.04.2023 on the basis of report of Chartered Accountant. Admittedly, the company is declared as insolvent by order dated 10.08.2021. By the same order, Insolvency Professional was appointed. The FIR principally alleges that the Directors Vimal Agarwal and Girish Agarwal alongwith Chief Operation Officer Kamlesh Tatawat have misappropriated the amount and transferred it to the other account. FIR does not show that the applicant could have transferred the amount from the account of the company or personal account of the informant. Apart from that the statement issued by Insolvency Professional dated 16.11.2021 shows that an amount of Rs.18,13,992/- is due to the applicant from the insolvent company. In these circumstances, the investigation is based on documentary evidence pertaining to insolvent company, for which the arrest and custodial interrogation of the applicant may not be necessary. The case is made out to exercise discretion in favour of the applicant, subject to condition. Hence, the order :-

**ORDER**

1. The application is allowed.
2. In the event of arrest of applicant-Rajni Surendra Pandey in Crime No.155/2023 registered with Sahar Police Station for the offences punishable under sections 120(B), 408, 409, 477-A, 420 r/w. Section 34 of I.P.C, she be released on her executing personal bond of Rs.20,000/- (Rupees Twenty thousand only)

with a surety in the like amount, on the following conditions :-

- (i) She shall attend Investigating Officer on 21.07.2025 and 22.07.2025 between 10.00 a.m. to 2.00 p.m. and thereafter as and when called by the Investigating Officer under written intimation to that effect, till filing of the charge sheet or 60 days from today, whichever is earlier.
- (ii) She shall co-operate investigation.
- (iii) She shall not tamper with prosecution evidence.
3. Inform the concerned Police Station, accordingly.
4. Anticipatory Bail Application No.980/2025 stands disposed off, accordingly.

**(Dictated and pronounced in open Court.)**

**Date: 17.07.2025**

**(T. T. Aglawe)**  
Addl. Sessions Judge  
Sessions Court,  
Borivali Division, Dindoshi

Dictated on : 17.07.2025  
Transcribed on : 17.07.2025  
Checked & signed on : 17.07.2025

ABA-980/25

::6::

Order

CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER.”	
UPLOAD DATE AND TIME 21.07.2025 AT 5.30 PM.	Atul Suryakant Bhogte NAME OF STENOGRAPHER
Name of Judge (with Court room no.)	HHJ Shri T.T. Aglawe, City Civil & Sessions Court, Borivali Div., Dindoshi. (C.R.No.10)
Date of Pronouncement of JUDGMENT/ORDER	17.07.2025
JUDGMENT/ORDER signed by P.O. on	17.07.2025
JUDGMENT/ORDER uploaded on	21.07.2025

ABA-979/25

::1::

Order

MHCC050034962025



IN THE COURT OF SESSIONS AT DINDOSHI  
(BORIVALI DIVISION), GOREGAON, MUMBAI

**ANTICIPATORY BAIL APPLICATION NO.979 OF 2025**

**Mr. Atul Surendra Pandey** )  
Age about 41 Years, Occupation: Service, )  
Residing at : Flat No.7, Building No.54, )  
Yogendra Bhavan, J.B. Nagar, )  
Andheri East, Mumbai – 400 059. ) **...Applicant**

**Versus**

**State of Maharashtra** )  
(Notice be served to the Police Inspector, )  
In-charge of Sahar Police Station, Mumbai and )  
also to Public Prosecutor and District )  
Government Pleader). ) **...Respondent**

Ld. Adv Mr. Abdul Peerzade for the applicant.  
Ld. APP Mr. Imran K. Shaikh for the State.

**CORAM : HIS HONOUR ADDITIONAL  
SESSIONS JUDGE,  
T.T. AGLAWE,  
COURT ROOM NO.10.**

**Date : 17TH JULY, 2025**

**ORAL ORDER**

This is the second application of the applicant for pre-arrest bail in connection with Crime No.155/2023 registered with Sahar Police Station for the offences punishable under sections 120(B), 408, 409,

477-A, 420 r/w. Section 34 of I.P.C.

2. Perused the application and reply of Investigating Officer below Exhibit-4.

3. FIR is registered on 25.04.2023 against the applicant and 10 others by the informant Amit Agarwal. FIR states that the informant is a Chairman and Executive Director of Supreme Transport Pvt. Ltd. and Sangeeta Aviation Services Pvt. Ltd. The main business of the company is of road transport and air transport of goods. The co-accused Vimal Agarwal and Girish Agarwal are also the Directors of Supreme Transport Pvt. Ltd. In 2014, the co-accused Varun Kakariya was appointed as Company Assistant. Thereafter in 2016, the co-accused Kamlesh Tatawat was appointed as Chief Operation Officer. The National Company Law Tribunal passed an order dated 10.08.2021 declaring Sangeeta Aviation Services Pvt. Ltd. as insolvent company. The financial affairs of both the companies were looked after by Kamlesh Tatawat. The applicant and Swapnil Chavan are old friends of the informant. They also used to visit the office of company. The informant noticed that things were not normal in the accounts. Therefore, the informant verified the financial transactions of the company through Chartered Accountant. The informant came to know that there is misappropriation of amount of Rs.6,27,36,180/-. Therefore, the informant lodged report claiming that the Directors Vimal Agarwal and Girish Agarwal alongwith Kamlesh Tatawat, Chief Operation Officer have misappropriated amount of Rs.6,27,36,180/- from the account of Sangeeta Aviation Services Pvt. Ltd. and personal account of the informant and transferred that amount to the account of all 11 accused. The allegations against the applicant is that he has received and utilised

the amount of Rs.37,34,000/- illegally and unauthorisedly.

4. Contention of the applicant is that he is friend of informant. The informant hired and appointed him as Airport consultant. Therefore, the amount which is reflected in the statement is towards his consultation charges. He has no role in the account and payment department of the company. He has not committed any offence. In fact, he is creditor of insolvent company. The company went in losses and the informant is responsible for it. The applicant is seeking protection on various other grounds as stated in the application.

5. Application is opposed on the ground that there is misappropriation of crores of rupees. The applicant is beneficiary of amount of Rs.37,34,000/-. The said amount is to be recovered.

6. Heard learned advocate for the applicant and learned APP for the State.

7. Heard Investigating Officer. Perused the case diary.

8. Learned advocate for the applicant submits that this is the second application for pre-arrest bail. There is lot of change in circumstances. The chargesheet is filed against two accused. The other six accused having major role have got interim protection from the Hon'ble High Court. The company is declared as insolvent. Therefore, the informant has no locus to lodge FIR. There is delay in lodging the FIR. Insolvency Resolution Professional has shown the applicant as creditor of insolvent company. Various FIRs are registered against the informant. The Investigating Officer has already recorded his statement.

He is ready to co-operate the investigation.

9. Learned APP and Investigating Officer have submitted that there is misappropriation of crores of rupees. The amount is transferred to the account of applicant, without any voucher. The investigation regarding the applicant is pending. The applicant cannot seek benefit of lacuna of informant. His statement of account do show that the applicant is beneficiary. The applicant was absconding. His previous application for pre-arrest bail was rejected. Therefore, the second application is not maintainable.

10. Perused the record. Legally, the successive application for anticipatory bail is maintainable if there is any material change in circumstances. It means fresh application with new facts, new evidence or new legal arguments, which were not previously considered is maintainable. The first application of the applicant was rejected by order dated 20.07.2023. One of the reason for rejection was that the applicant has not produced documents to show his appointment as Consultant. The applicant has produced the said document with the present application. The charge-sheet is filed against two accused. Co-accused Nos.4 to 6, 8 and 11 have got interim protection from the Hon'ble High Court. As per FIR, co-accused Nos.4 to 6, 8 and 11 are on the same footing as of applicant. In my considered opinion, this is the material change in circumstances, for which second application for pre-arrest bail is maintainable.

11. FIR states the period of occurrence from 1.04.2018 to 31.07.2022. FIR is lodged on 25.04.2023 on the basis of report of Chartered Accountant. Admittedly, the company is declared as insolvent

by order dated 10.08.2021. By the same order, Insolvency Professional was appointed. It is seen that the applicant has attended the Investigating Officer and his statement is recorded on 05.03.2023. The statement of account of the applicant shows receipt of some amount for which the applicant has produced letter of appointment as Consultant. The applicant claims that said amount is towards consultancy charges. The statement of account of the applicant shows that an amount of Rs.17,48,000/ and Rs.8,91,000/- is credited to the account of the applicant on 23.11.2021 from the account of Sangeeta Aviation Services Pvt. Ltd. Immediately on the next day, said amount is transferred to personal account of the informant. The FIR principally alleges that the Directors Vimal Agarwal and Girish Agarwal alongwith Chief Operation Officer Kamlesh Tatawat have misappropriated the amount and transferred it to the other account. FIR does not show that the applicant could have transferred the amount from the account of the company or personal account of the informant. Apart from that the statement issued by Insolvency Professional dated 16.11.2021 shows that an amount of Rs.20,15,803/- is due to the applicant from the insolvent company. In these circumstances, the investigation is based on documentary evidence pertaining to insolvent company, for which arrest and custodial interrogation of the applicant may not be necessary now. The case is made out to exercise discretion in favour of the applicant, subject to condition. Hence, the order :-

**ORDER**

1. The application is allowed.
2. In the event of arrest of applicant-Atul Surendra Pandey in Crime No.155/2023 registered with Sahar Police Station for the offences punishable under sections 120(B), 408, 409, 477-A, 420 r/w. Section 34 of I.P.C, he be released on his executing

personal bond of Rs.20,000/- (Rupees Twenty thousand only) with a surety in the like amount, on the following conditions :-

- (i) He shall attend Investigating Officer on 21.07.2025 and 22.07.2025 between 10.00 a.m. to 2.00 p.m. and thereafter as and when called by the Investigating Officer under written intimation to that effect, till filing of the charge sheet or 60 days from today, whichever is earlier.
  - (ii) He shall co-operate investigation.
  - (iii) He shall not tamper with prosecution evidence.
3. Inform the concerned Police Station, accordingly.
  4. Anticipatory Bail Application No.979/2025 stands disposed off, accordingly.

**(Dictated and pronounced in open Court.)**

**Date: 17.07.2025**

**(T. T. Aglawe)**  
Addl. Sessions Judge  
Sessions Court,  
Borivali Division, Dindoshi

Dictated on : 17.07.2025

Transcribed on : 17.07.2025

Checked & signed on : 17.07.2025

CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER.”	
UPLOAD DATE AND TIME 17.07.2025 AT 5.30 P.M.	Atul Suryakant Bhogte NAME OF STENOGRAPHER
Name of Judge (with Court room no.)	HHJ Shri T.T. Aglawe, City Civil & Sessions Court, Borivali Div., Dindoshi. (C.R.No.10)
Date of Pronouncement of JUDGMENT/ORDER	17.07.2025
JUDGMENT/ORDER signed by P.O. on	17.07.2025
JUDGMENT/ORDER uploaded on	17.07.2025

BA 878/2023

1

MHCC050050542023



IN THE COURT OF SESSIONS AT DINDOSHI  
(BORIVALI DIVISION), GOREGAON, MUMBAI

CRIMINAL BAIL APPLICATION NO. 878 OF 2023

**Swapnil Baban Chavan,**

Age : 34 yrs., Occupation : service,

R/o : Chavan House, Marol Maroshi Road,

Andheri E. Mumbai

**..Applicant**

**Vs**

**The State of Maharashtra**

( through Sahar Police Station )

**..Respondent**

Ld. Adv. S.S. Gandhi, for the applicant.

Ld. APP P.K. Mahajan, for the State.

**CORAM : H.H. THE ADDITIONAL SESSIONS JUDGE  
DR. (SMT.) SRISHTY NEELKANTH (C.R.NO.4)**

**DATE : 12<sup>th</sup> October, 2023**

**ORDER**

This is an application for releasing the applicant on bail, in respect of C. R. No. 155 of 2023, registered with Sahar Police Station, for the offences punishable under Sections 408, 409, 477-A, 420, 120-B, 34 of the Indian Penal Code.

2

The facts of the case as appears from the FIR are that :-

The informant is the Chairman and the Executive Director of

Supreme Transport Pvt. Ltd. and Sangeeta Aviation Service Pvt. Ltd. Apart from the informant, his father, his younger brother, other co-accused namely Vimal Agarwal and Girish Agarwal are also the Directors in Supreme Transport Pvt. Ltd. The main business of the said company is road transport and air transport of goods. The company owns some vehicles and aircraft. Apart from this, vehicles are taken on rent basis as required for the business of the company. The main office of the said company is at Mumbai and its branches and divisional offices are at Panvel, Kalamboli, Rajasthan, Gujarat, Delhi and Bangalore. Vimal Agarwal and Girish Agarwal are the cousins of the informant and reside at Bangalore and Delhi respectively. Both of them stay in Mumbai for a few days every month and participate in the day-to-day affairs of the company.

3 Supreme Transport Pvt. Ltd. company is running in loss since 2012. The entire work of both these companies are being looked after from the office situated at Andheri (E). National Company Law Tribunal ( N.C.L.T. ) by an order dated 10.08.2021 had declared Sangeeta Aviation Service Pvt. Ltd. Company as an insolvent. Appeal against the Impugned Order of the N.C.L.T. is subjudice before the Appellate Court. In the year 2014, one of the co-accused namely Varun Ramesh Kakriya was appointed as an Assistant. In the year 2016, other co-accused Kamlesh Bhairav Tatawat was appointed as Chief Finance Officer and his cousin brother Mukesh Bhairav Tatawat was appointed as Chief Operation Officer in the company of the informant. As the informant had to often go abroad and to various other places in India, therefore, to look after the financial affairs of both the companies, the entire responsibility was handed over to Kamlesh

Bhairav Tatawat. The old friends of the informant i.e. Swapnil Chavan ( present applicant ) and Atul Pandey also used to visit the office of the company.

4 As a CEO of the company, in the month of July 2022, the informant came to know that some amount was to be recovered from Nippon Ltd. Company. Therefore, after issuing several e-mail correspondence, the informant was informed on 26.08.2022 by the officials of Nippon Company Ltd. that on 26.07.2022, they had deposited Rs. 3,22,616/- in the Bank of India account of the company. The informant also came to know that on 27.07.2022, Rs. 3,23,278/- came to be transferred from the said account in the bank account of Vimal Agarwal. After enquiry, the informant came to know that there had been misappropriation of huge amount in the company. The informant, therefore, enquired about the financial transactions of the company through the Chartered Accountant of the company. After getting an Enquiry Report, the informant came to know that the applicant along with other accused had misappropriated total amount of Rs. 6,27,36,180/- by transferring the respective amounts in their accounts through the accounts of the companies. Accordingly, report came to be lodged in the Sahar Police Station.

5 The learned Advocate for the applicant/accused submitted that the applicant/accused has been falsely implicated and the informant is on vengeance spree against the co-accused and his childhood friend who he thinks are in league with the co-accused. It is contended that the applicant/accused had no access to the accounts of the company, bank

accounts of the company and also to the drawing of cheques and practically if all the cheques are verified by which the amount has been transferred by the company are mostly signed by the informant or the authorized person of the company who under no circumstances could be influenced by the applicant/accused. It is contended that the amount which has received from Sangeeta Aviation Services Pvt. Ltd. by the applicant/accused are transferred out of the bank accounts of the company, which amounts are also reflected in the Balance sheets of the company for the FY 2018-2021 which the informant himself has signed and also submitted the records with the Income Tax Department and the ROC and therefore, it is the case where the entire act of transfer of money from the informant company to the applicant is within his knowledge. The applicant was issued TDS certificates by SASPL for the respective years i.e. 2017-2021 clearly reflecting that the payments were made by the company towards the services rendered by the applicant. The applicant/accused had no criminal antecedents. He thus prayed that the applicant/accused was ready to abide by the terms and conditions imposed by the court, so the bail application be allowed.

6           The prosecution vide its say ( Exh. 04 ) resisted the application mainly on the ground that the intimation letter mentions the details of the amount paid to the accused from the year 2017 to 2021 but it appears that this amount is from an earlier transaction. TDS certificate of the said amount also has been submitted by the applicant/accused. The said amount has been accepted by the accused during that period. The misappropriated amount of the crime is of the year 2021 and does not

match the amount in the Intimation Letter or TDS certificate. An inquiry was made with the informant regarding the TDS certificate submitted by the applicant/accused. The informant has stated that during the financial year 2017 to 2021, no amount of TDS has been deducted from the account of the Sangeeta Aviation Service Pvt. Ltd. as claimed by the accused. They are investigating with the Income Tax Department regarding the authenticity of the said TDS certificate. While trying to recover the said amount, the applicant/accused said that the said amount was again spent in the project work of the company. If the applicant claims that he received the said amount towards the services rendered by the applicant to the company, then why would he again spend the said amount in the company's project and pay the full amount to the company. The misappropriated amount should be recovered from him. It is thus, prayed that the application be rejected.

7. Heard both sides.

8. Admittedly there are serious allegations against the applicant/accused that he had siphoned Rs. 45,52,400/- from the account of Sangeeta Aviation Services Pvt. Ltd. However, it is seen that investigation is over and charge-sheet has been filed. He is in custody since 15.06.2023. No purpose will be served by keeping him behind bars. His presence can be ensured by imposing certain conditions on him. Hence, the following order :

**ORDER**

- 1) Criminal Bail Application No. 878 of 2023 under Section 439 of the Code of Criminal Procedure is allowed.
- 2) The applicant **Swapnil Baban Chavan** be released on bail, in connection with CR No. 155 of 2023, registered with Sahar Police Station, for the offences punishable under Sections 408, 409, 477-A, 420 read with Section 120-B and 34 of the Indian Penal Code, on his executing PR bond of Rs. 15,000/- (Rupees Fifteen Thousand Only), with one solvent surety in the like amount on following conditions :
  - a) Applicant shall not attempt to tamper with the evidence of the prosecution in any manner.
  - b) Applicant shall furnish his proof of permanent and present residence, his phone number along with the proof of permanent address and phone number of two of his blood relations, to avoid the possibility of his absconding.
- 3) Criminal Bail Application No. 878 of 2023 is hereby disposed of accordingly.

sd/-

DR. (SMT.) SRISHTY NEELKANTH  
Additional Sessions Judge,  
City Civil Court, Borivali Division,  
Dindoshi, Goregaon, Mumbai.

Date : 12/10/2023

Dictated on Computer : 12/10/2023  
Checked & Corrected on : 18/10/2023  
Sign on : 18/10/2023

CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER.”	
18/10/2023 at 4.13 p.m. UPLOAD DATE AND TIME	Mrs. S.B. Vichare NAME OF STENOGRAPHER
Name of Judge (with Court room no.)	HHJ Dr. (Smt) Srishty Neelkanth City Civil & Sessions Court, Borivali Div., Dindoshi, Mumbai ( C.R.No. 04 )
Date of Pronouncement of JUDGEMENT/ORDER	12/10/2023
JUDGEMENT/ORDER signed by P.O. on	18/10/2023
JUDGEMENT/ORDER uploaded on	18/10/2023



MHCC050035472023



**IN THE COURT OF SESSIONS AT DINDOSHI  
(BORIVALI DIVISION), GOREGAON, MUMBAI**

**ANTICIPATORY BAIL APPLICATION NO. 1100 OF 2023**

**IN**

**( C. R. No. 155 of 2023 of Sahar Police Station, Mumbai )**

**Smt. Sneha Baban Chavan,**

Age : 53 yrs., Adult Indian Inhabitant,

Occupation : Home maker,

R/o : Chavan House, Marol Maroshi Road,

Andheri East, Mumbai.

**..Applicant**

**V/s**

**The State of Maharashtra**

(through Sahar Police Station, Mumbai)

**..Respondent**

Ld. Adv. S.S. Gandhi, for the applicant.

Ld. APP P. K. Mahajan, for the State.

Ld. Adv. P. Ranjan, for the intervenor.

**CORAM : H.H. THE ADDITIONAL SESSIONS JUDGE  
DR. (SMT.) SRISHTY NEELKANTH (C.R.NO.4)**

**DATE : 20<sup>th</sup> July, 2023**

**ORDER**

This is an application for the grant of anticipatory bail under Section 438 of the Code of Criminal Procedure, in connection with C.R. No. 155 of 2023 registered with Sahar Police Station, for the offences punishable under Sections 408, 409, 477-A, 420 read with

120(B) and 34 of the Indian Penal Code.

2 On 25.04.2023, at the instance of one Ameet Kamal Agarwal, aforesaid offence came to be registered.

The facts of the case as appears from the FIR are that :-

The informant is the Chairman and the Executive Director of Supreme Transport Pvt. Ltd. and Sangeeta Aviation Service Pvt. Ltd. Apart from the informant, his father, his younger brother, other co-accused namely Vimal Agarwal and Girish Agarwal are also the Directors in Supreme Transport Pvt. Ltd. The main business of the said company is road transport and air transport of goods. The company owns some vehicles and aircraft. Apart from this, vehicles are taken on rent basis as required for the business of the company. The main office of the said company is at Mumbai and its branches and divisional offices are at Panvel, Kalamboli, Rajasthan, Gujarat, Delhi and Bangalore. Vimal Agarwal and Girish Agarwal are the cousins of the informant and reside at Bangalore and Delhi respectively. Both of them stay in Mumbai for a few days every month and participate in the day-to-day affairs of the company.

3 Supreme Transport Pvt. Ltd. company is running in loss since 2012. The entire work of both these companies is being looked after from the office situated at Andheri (E). The National Company Law Tribunal ( N.C.L.T. ) by an order dated 10.08.2021 had declared Sangeeta Aviation Service Pvt. Ltd. Company as an insolvent. Appeal against the Impugned Order of the N.C.L.T. is subjudice before the Appellate Court. In the year 2014, one of the co-accused namely Varun Ramesh Kakriya was appointed as an Assistant. In the year 2016, the other co-accused Kamlesh Bhairav Tatawat was appointed as Chief

Finance Officer and his cousin brother Mukesh Bhairav Tatawat was appointed as Chief Operation Officer in the company of the informant. As the informant had to often go abroad and to various other places in India, therefore, to look after the financial affairs of both the companies, the entire responsibility was handed over to Kamlesh Bhairav Tatawat. The old friends of the informant i.e. Swapnil Chavan and Atul Pandey also used to visit the office of the company.

4 As a CEO of the company, in the month of July 2022, the informant came to know that some amount was to be recovered from Nippon Ltd. Company. Therefore, after issuing several e-mail correspondence, the informant was informed on 26.08.2022 by the officials of Nippon Company Ltd. that on 26.07.2022, they had deposited Rs. 3,22,616/- in the Bank of India account of the company. The informant also came to know that on 27.07.2022, Rs. 3,23,278/- came to be transferred from the said account in the bank account of Vimal Agarwal. After enquiry, the informant came to know that there had been misappropriation of huge amount in the company. The informant, therefore, enquired about the financial transactions of the company through the Chartered Accountant of the company. After getting an Enquiry Report, the informant came to know that the applicant along with other accused had misappropriated total amount of Rs. 6,27,36,180/- by transferring the respective amounts in their accounts through the accounts of the companies. Accordingly, report came to be lodged in the Sahar Police Station.

5 By this application the applicant has contended that the informant has been regularly visiting the house of the applicant as her son Swapnil Chavan and the informant were the childhood friends. Her son and the informant had travelled together to USA where her son was assured of a Pilot's License but the informant could not get him the same. Further, the informant had opened a company in Gulf country in the name of her son which in fact her son was not also aware and the informant in order to convert his company's money into cash used to transfer funds in various accounts and the same used to be withdrawn by the informant by getting 'Self' cheque collected from the parties in whose name the funds were transferred from his company.

6 It is further contended that the applicant has been falsely implicated and the informant is on vengeance spree against the co-accused and his childhood friend who he thinks are in league with the co-accused. By an order dtd. 10.08.2021, NCLT-III, Mumbai suspended all the Directors and employees of the said company and the Hon'ble Tribunal had appointed Mr. Bijendra Zha as a IRP to carry out the remaining process. Therefore, the informant was having no locus/authority to file the present FIR, as all the management and control is vested with IRP. As far as M/s Supreme Transport Organization Pvt. Ltd. is concerned, no Board Meeting had been called for lodging the complaint and it is handiwork of the informant merely to divert the attention from his illegalities and civil proceedings going on before NCLT. It is further contended that the account in which deposits had been made and withdrawn were all managed by the informant and her son being the friend of the informant and she was not even aware of the transaction. It is further contended that Section 408 and Section

409 of the IPC are not applicable as she was never entrusted with any amount and even presuming she was entrusted the funds, the same have been withdrawn in cash by the informant himself. It is further contended that Section 477-A of the IPC is not applicable against her as she had no access to the company records and so could not falsify the accounts of the company. Section 420 of the IPC is also not applicable as it is not the case of the informant that he was induced by the applicant and therefore his company transferred the amount in her account and thus it can be safely said that prima facie also there is no accusation against her for which she can be charged under the IPC. It is further contended that the amount which had been received from Sangeeta Aviation Services Pvt. Ltd. Co. are transferred in her account and which the complainant has justified in the balance sheet of his company which he himself has signed and also submitted the records to the Income Tax Department and the ROC. Therefore, it is the case where the entire act of transfer of money from the informant's company to the applicant is within his knowledge and same money has been withdrawn by the informant in cash. All the account during the above said period when the alleged fraud has taken place have been audited by the company and the same have been signed by the applicant and are submitted to the Competent Authority i.e. ROC. It is further submitted that the dispute between the parties is pending for adjudication before NCLT and the present FIR is an abuse of the process of law. Claiming herself to be innocent, the applicant has contended that she is falsely implicated by the informant with oblique motive and to pressurize the applicant. The applicant is ready to co-operate the Investigating Agency and to abide the terms and conditions imposed by the Court. The applicant, therefore, prayed for her release on

anticipatory bail.

7           The prosecution vide say Exh. 03 resisted the application mainly on the ground that from the verification of the bank account it has revealed that an amount of Rs. 47,55,000/- was transferred from the bank account of the company to the bank account of the applicant and she had misappropriated the same. No relevant information has been given in the application regarding the purpose for which the said amount was used by the applicant. The applicant is hiding the truth about where she disposed of the money embezzled by her and thus, it shows her aim to obstruct the investigation. If the applicant is granted anticipatory bail, she may abscond and there is possibility of tampering with the evidence. It is further admitted that the custodial interrogation of the applicant is required as the investigation of the said crime is at a preliminary stage. The applicant and other accused have embezzled more than 6 crores by diverting the money of M/s Supreme Transport Organization Pvt. Ltd. and M/s Sangeeta Aviation Services Pvt. Ltd. to their own bank account during the period from 2018 to 2022 in a pre-planned conspiracy. From the verification of the applicant's bank account, it is revealed that she has immediately withdrawn all the embezzled amount and invested it in Shares, Fixed Deposit or elsewhere. The custodial interrogation of the applicant is required to seize the said amount. There is possibility that the applicant with the help of other accused may have purchased immovable or movable property with the embezzled amount or invested in other places and the investigation in respect of that is going on. The investigation revealed that the family member of the applicant was also involved in disposing of the embezzled amount and accordingly she is to be investigated. It

will not be possible to seize the property of embezzlement in the said crime if pre-arrest bail is granted. It is further submitted that the Chartered Accountant of the company Loya and Mundada in their report had contended that the records of the above amount transferred to the bank account of the accused have not been found in the account book of the company. The informant also resisted the application by filing intervener application.

8 The learned APP placed reliance upon -

**1) P. Chidambaram Vs Directorate of Enforcement AIROnline 2019 SC 1001 and 2) Jai Prakash Singh Vs State of Bihar and anr. AIR 2012 SUPREME COURT 1676** wherein the Hon'ble Supreme Court observed that “ *power under Section 438 Cr.P.C. is an extraordinary power and the same has to be exercised sparingly. The privilege of the pre-arrest bail should be granted only in exceptional cases. The judicial discretion conferred upon the court has to be properly exercised after application of mind as to the nature and gravity of the accusation; possibility of applicant fleeing justice and other factors to decide whether it is a fit case for grant of anticipatory bail.* ”

He further relied upon **3) Nilesh Vishwas Shelke Vs State of Maharashtra AIROnline 2019 Bom 2850, 4) Sukesh Gupta Vs State of Maharashtra AIROnline 2021 Bom 3141 and 5) Nilesh Sahebrao Pawar Vs State of Maharashtra AIROnline 2020 Bom 3162** wherein when after considering the FIR and the documents and the investigation conducted by the Investigating Officer, prima facie disclosed the complicity of the applicants in the crime, the Hon'ble Bombay High Court held that custodial interrogation of the applicant is necessary and rejected the anticipatory bail application of the applicant.

The learned APP thus prayed that the present application be rejected.

9 I have considered the submissions of learned advocate for the applicant, learned advocate for the intervener, learned APP and Investigating Officer. I have also gone through the material placed on record by the parties and also perused the case diary.

10 It is seen that in a major part of the application of the applicant, there are allegations of unauthorized and arbitrary decision taken by the informant with respect of the companies and also the details regarding the numerous cases filed against the informant. However, no sufficient explanation has been brought forth by the applicant regarding the alleged amount that had been transferred in her account. The offence is purely economic in nature. Merely that the informant is having earlier criminal antecedents, and his company has been declared insolvent itself is not sufficient, at this juncture, to hold that the applicant has falsely implicated just to pressurize her. On the contrary, on the basis of aforesaid facts and circumstances, the applicant is found to be prima-facie involved in committing the said offence. Investigation in this crime is at a primary stage. Having regard to the total misappropriated amount which is of Rs. 47,55,000/- by the applicant/accused, in my view, custodial interrogation of the applicant will certainly be required to elicit material information and to recover aforesaid amount. The investigating officer has also filed the audit report of Supreme Transport Organization Private Limited and Sangeeta Aviation Services Private Limited for the period of 2018 till date conducted by Loya and Mundada Chartered Accountants. The said

report shows the unauthorized transfer of Rs. 47,55,000/- in the account of the applicant. Though the learned advocate of the applicant has submitted that as the applicant was a woman and a home maker, so her case be considered leniently, but as is the law that there can be no lenient approach based on the gender when sufficient prima-facie case has been made out against the accused. Thus, considering the facts and circumstances of the case and placing reliance on the observations of the Superior Courts in the case of 1) **P. Chidambaram (Supra)**, **Jai Prakash Singh (Supra)**, 3) **Nilesh Vishwas Shelke (Supra)**, 4) **Sukesh Gupta (Supra)**, and 5) **Nilesh Sahebrao Pawar (Supra)** with respect to consideration of the factors while deciding an Anticipatory Bail Application, following order is passed :-

**ORDER**

- 1) Anticipatory Bail Application No. 1100 of 2023 is hereby rejected and disposed of accordingly.
- 2) The concerned Police Station be informed accordingly.

sd/-

(DR. (SMT.) SRISHTY NEELKANTH )  
Additional Sessions Judge,  
City Civil Court, Borivali Division,  
Dindoshi, Goregaon, Mumbai.

Date : 20/07/2023

Dictated on Computer : 20/07/2023  
Checked & Corrected on : 21/07/2023  
Sign on : 21/07/2023

CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER.”

24/07/2023 at 11.35 a.m.  
UPLOAD DATE AND TIME

Mrs. S.B. Vichare  
NAME OF STENOGRAPHER

Name of Judge (with Court room no.)	HHJ Dr. (Smt) Srishty Neelkanth City Civil & Sessions Court, Borivali Div., Dindoshi, Mumbai ( C.R.No. 04 )
Date of Pronouncement of JUDGEMENT/ORDER	20/07/2023
JUDGEMENT/ORDER signed by P.O. on	21/07/2023
JUDGEMENT/ORDER uploaded on	24/07/2023

MHCC050034492023



**IN THE COURT OF SESSIONS AT DINDOSHI  
(BORIVALI DIVISION), GOREGAON, MUMBAI**

**ANTICIPATORY BAIL APPLICATION NO. 1069 OF 2023**

**IN**

**( C. R. No. 155 of 2023 of Sahar Police Station, Mumbai )**

**Mr. Atul Surendra Pandey,**

Age : 39 yrs., Indian adult,

Occupation : service,

R/o : Flat No. 7, Building No. 54,

Yogendra Bhavan, J.B. Nagar, Andheri East,

Mumbai - 400 059.

**..Applicant**

**V/s**

**The State of Maharashtra**

(through Sahar Police Station, Mumbai)

**..Respondent**

Ld. Adv. Ramesh Pandey, for the applicant.

Ld. APP P. K. Mahajan, for the State.

Ld. Adv. P. Ranjan, for the intervenor.

**CORAM : H.H. THE ADDITIONAL SESSIONS JUDGE  
DR. (SMT.) SRISHTY NEELKANTH (C.R.NO.4)**

**DATE : 20<sup>th</sup> July, 2023**

**ORDER**

This is an application for the grant of anticipatory bail under Section 438 of the Code of Criminal Procedure, in connection with C.R. No. 155 of 2023 registered with Sahar Police Station, for the

offences punishable under Sections 408, 409, 477-A, 420 read with 120(B) and 34 of the Indian Penal Code.

2 On 25.04.2023, at the instance of one Ameet Kamal Agarwal, aforesaid offence came to be registered.

The facts of the case as appears from the FIR are that :-

The informant is the Chairman and the Executive Director of Supreme Transport Pvt. Ltd. and Sangeeta Aviation Service Pvt. Ltd. Apart from the informant, his father, his younger brother, other co-accused namely Vimal Agarwal and Girish Agarwal are also the Directors in Supreme Transport Pvt. Ltd. The main business of the said company is road transport and air transport of goods. The company owns some vehicles and aircraft. Apart from this, vehicles are taken on rent basis as required for the business of the company. The main office of the said company is at Mumbai and its branches and divisional offices are at Panvel, Kalamboli, Rajasthan, Gujarat, Delhi and Bangalore. Vimal Agarwal and Girish Agarwal are the cousins of the informant and reside at Bangalore and Delhi respectively. Both of them stay in Mumbai for a few days every month and participate in the day-to-day affairs of the company.

3 Supreme Transport Pvt. Ltd. company is running in loss since 2012. The entire work of both these companies are being looked after from the office situated at Andheri (E). National Company Law Tribunal ( N.C.L.T. ) by an order dated 10.08.2021 had declared Sangeeta Aviation Service Pvt. Ltd. Company as an insolvent. Appeal against the Impugned Order of the N.C.L.T. is subjudice before the Appellate Court. In the year 2014, one of the co-accused namely Varun

Ramesh Kakriya was appointed as an Assistant. In the year 2016, other co-accused Kamlesh Bhairav Tatawat was appointed as Chief Finance Officer and his cousin brother Mukesh Bhairav Tatawat was appointed as Chief Operation Officer in the company of the informant. As the informant had to often go abroad and to various other places in India, therefore, to look after the financial affairs of both the companies, the entire responsibility was handed over to Kamlesh Bhairav Tatawat. The old friends of the informant i.e. Swapnil Chavan and Atul Pandey ( the applicant herein ) also used to visit the office of the company.

4 As a CEO of the company, in the month of July 2022, the informant came to know that some amount was to be recovered from Nippon Ltd. Company. Therefore, after issuing several e-mail correspondence, the informant was informed on 26.08.2022 by the officials of Nippon Company Ltd. that on 26.07.2022, they had deposited Rs. 3,22,616/- in the Bank of India account of the company. The informant also came to know that on 27.07.2022, Rs. 3,23,278/- came to be transferred from the said account in the bank account of Vimal Agarwal. After enquiry, the informant came to know that there had been misappropriation of huge amount in the company. The informant, therefore, enquired about the financial transactions of the company through the Chartered Accountant of the company. After getting an Enquiry Report, the informant came to know that the applicant along with other accused had misappropriated total amount of Rs. 6,27,36,180/- by transferring the respective amounts in their accounts through the accounts of the companies. Accordingly, report came to be lodged in the Sahar Police Station.

5 By this application the applicant has contended that by an order dated 10.08.2021, NCLT-III, Mumbai suspended all the Directors and employees of Sangeeta Aviation Service Pvt. Ltd. and the Tribunal had appointed Mr. Bijendra Zha as an Interim Resolution Professional ( IRP ) to carry out the remaining process. Therefore, the informant had no locus/authority to file the present FIR, as all the management and control is vested with IRP. It is further contended that Sangeeta Aviation Service Pvt. Ltd. is a company fully controlled and managed by the informant and his family members. The applicant and his mother Mrs. Rajni Pandey were merely providing consultancy services at the request of the informant. The finances and all the online transactions were controlled by the informant. It is further contended that even the control of E-mail ID's and back-up and the entire IT were under the control of the informant and the informant was also in a position to change the password and block the users of any email address.

6 It is further contended that the funds received during the period from 31.08.2019 till 15.12.2021 to the applicant in his HDFC bank account was the applicant's fee of being an Airport Consultant for Sangeeta Aviation Services Pvt. Ltd. However, the informant intentionally did not mention two transactions of Rs. 17,48,000/- done on 24.11.2021 and another transaction of Rs. 8,91,000/- done on 25.11.2021 from the applicant's personal savings bank account to the informant's HDFC bank personal savings account. This clearly shows his malicious intentions as enmity towards the applicant as the informant is supposed to pay the remaining money of their agreement to the applicant.

7           It is further contended that the informant had sold out various properties of M/s Supreme Transport Organization Pvt. Ltd. and transferred money in his foreign bank accounts, therefore, Mr. Satish Kisanlal Agarwal, Mr. Arun K. Agarwal, Mr. Anandkumar N. Agarwal, Mr. Ravindra A. Agarwal had filed Company Petition bearing No. 88 of 2015 before the Hon'ble NCLT, Mumbai against M/s Supreme Transport Organization Pvt. Ltd., Mr. Kamal N. Agarwal, Mr. Vimal Agarwal, Mr. Girish Agarwal, Mr. Ameet Agarwal ( the informant ), Mr. Akash Agarwal, M/s Sangeeta Aviation Services Pvt. Ltd., M/s Madhya Pradesh State Tourism Development Corporation Ltd. Mr. Dinesh S. Chaudhary. Mr. Vimal Agarwal, Mr. Girish Agarwal had filed company application in the above matter seeking to transpose of them as petitioner in main Petition No. 88 of 2015. In the said application, they made several allegations against the informant, his father and his brother of embezzlement of funds, misappropriation and mismanagement of working of the company and misusing their authority with regard to M/s Supreme Transport Organization Pvt. Ltd. The NCLT passed order dated 05.12.2022 on all the assets of M/s Supreme Transport Organization Pvt. Ltd. that Mr. Kamal Agarwal, Mr. Akash Agarwal and the informant are not authorized to deal with any property of M/s Supreme Transport Organization Pvt. Ltd. It is further contended that the motive behind filing the present FIR against the present applicant is to pressurize and defame the applicant so that the applicant does not dare to ask for the remaining fees or file complaint against the informant. The applicant had filed an N.C. in Andheri East Police Station against the informant. It is submitted that the applicant was being falsely implicated in this case. He was ready to co-operate with the Investigating Agency and to abide the terms and conditions imposed

by the Court. The applicant, therefore, prayed for his release on anticipatory bail.

8           The prosecution vide say Exh. 05 resisted the application mainly on the ground that the verification of the bank account of the applicant has revealed that the applicant embezzled an amount of Rs. 37,34,000/- from the company's bank account by transferring it to his bank account. No relevant information has been given in the application regarding the purpose for which the said amount was used by the applicant. The applicant is hiding the truth about where he disposed of the money embezzled by the applicant and thus, it shows his aim to obstruct the investigation. It is submitted that if the applicant is granted anticipatory bail, he may abscond and there is possibility of tampering with evidence. The custodial interrogation of applicant is required as the investigation of the said crime is at preliminary stage. The applicant and other accused have embezzled more than 6 crores by diverting the money of M/s Supreme Transport Organization Pvt. Ltd. and M/s Sangeeta Aviation Services Pvt. Ltd. to their own bank account during the period from 2018 to 2022 in a pre-planned conspiracy. From the verification of the applicant's bank account, it has been revealed that he has immediately withdrawn all the embezzled amount and invested it in Shares, Fixed Deposit or elsewhere. It is thus submitted that the custodial interrogation of the applicant is thus required to seize the said amount. There is possibility that the applicant with the help of other accused may have purchased immovable or movable property with the embezzled amount or invested in other places and the investigation in respect of that is going on. The investigation revealed that the family member of the applicant i.e. his mother was also involved in disposing

of the embezzled amount and accordingly she is to be investigated. The prosecution further submitted that it will not be possible to seize the property of embezzlement in the said crime if pre-arrest bail is granted. The audit report of CA Mundada of the company is relied upon wherein he has contended that the records of the above amount transferred to the bank account of the accused have not been found in the account book of the company. The informant also resisted the application by filing intervener application.

9 The learned APP placed reliance upon -

**1) P. Chidambaram Vs Directorate of Enforcement AIROnline 2019 SC 1001 and 2) Jai Prakash Singh Vs State of Bihar and anr. AIR 2012 SUPREME COURT 1676** wherein the Hon'ble Supreme Court observed that “ *power under Section 438 Cr.P.C. is an extraordinary power and the same has to be exercised sparingly. The privilege of the pre-arrest bail should be granted only in exceptional cases. The judicial discretion conferred upon the court has to be properly exercised after application of mind as to the nature and gravity of the accusation; possibility of applicant fleeing justice and other factors to decide whether it is a fit case for grant of anticipatory bail.* ”

He further relied upon **3) Nilesh Vishwas Shelke Vs State of Maharashtra AIROnline 2019 Bom 2850, 4) Sukesh Gupta Vs State of Maharashtra AIROnline 2021 Bom 3141 and 5) Nilesh Sahebrao Pawar Vs State of Maharashtra AIROnline 2020 Bom 3162** wherein when after considering the FIR and the documents and the investigation conducted by the Investigating Officer, prima facie disclosed the complicity of the applicants in the crime, the Hon'ble Bombay High Court held that custodial interrogation of the applicant is

necessary and rejected the anticipatory bail application of the applicant.

The learned APP thus prayed that the present application be rejected.

10 It is seen that the applicant claims that he was a consultant with the company and so he was receiving remuneration as his consultancy fees. On the other hand, he also relied upon a Loan Agreement under which he claims he was supposed to receive money from the company. But it is seen from the police report that there were repeated entries of deposit of amounts in a month for which no plausible explanation has come forth. The learned advocate of the applicant while arguing his case relied upon a letter of confirmation dated 07.08.2019 and a notice dated 09.08.2019. It has not been explained by the learned advocate of the applicant that if these letters are to be considered then why did the applicant send notice on 09.08.2019 to Sangeeta Aviation Services Pvt. Ltd. for receiving his balance outstanding amount if he had already received a confirmation letter on 07.08.2019 from the said company confirming his outstanding dues. Even the appointment letter produced by him is denied by the informant as being a forged document. Further, though it is stated that Sangeeta Aviation Services Pvt. Ltd. went into insolvency by order dated 10.08.2021 but there are money transfers in the account of the applicant from the account of the said company on 23.11.2021. No satisfactory explanation is forthcoming regarding this from the advocate of the applicant. This prima-facie strengthens the case of the informant that the accused were managing the accounts of the companies.

11           It is also contended by the applicant that he was a friend of the informant. He had been falsely implicated in this case just to pressurize, harass and scare and defame the applicant and his mother, so that he doesn't dare to ask for the remaining fee which was due to him by the informant. On the other hand, it is the case of the prosecution that the applicant was not the employee of the company and was not concerned with the company in any way. Admittedly, no document to show his appointment as a consultant is produced by the applicant. Perusal of the report of the Investigating Officer shows that Rs. 37,34,000/- was transferred into the HDFC bank account of the applicant from the account of Sangeeta Aviation Company Pvt. Ltd. and Ameet Agarwal. The report filed by the auditor i.e. Chartered Accountant Mundada states that the said amount does not reflect in the account book of the company. It has also been revealed in the investigation that even the mother of the applicant i.e. Smt. Rajni Pandey, though was not an employee of the company nor had she rendered any services to the company, still there were money transfers in her account from the company's account. Whether the informant was himself trying to grab all the assets of the companies as alleged, can only be ascertained after investigation. Further, the applicant has tried to bring on record the criminal antecedents of the informant and that his company had been declared insolvent. But this is not sufficient, at this juncture, to hold that the informant had falsely implicated the applicant to pressurize him.

12           On the contrary, on the basis of the aforesaid facts and circumstances, the applicant is found to be prima-facie involved in the offence. Investigation is still in progress. Having regard to the total

misappropriated amount which is of Rs. 37,34,000/-, in my view, custodial interrogation of the applicant will be required to elicit material information and to recover the aforesaid amount. Thus, considering the facts and circumstances of the case and placing reliance on the observations of the Superior Courts in the case of 1) **P. Chidambaram (Supra)**, **Jai Prakash Singh (Supra)**, 3) **Nilesh Vishwas Shelke (Supra)**, 4) **Sukesh Gupta (Supra)**, and 5) **Nilesh Sahebrao Pawar (Supra)** with respect to consideration of the factors while deciding an Anticipatory Bail Application, following order is passed :-

**ORDER**

- 1) Anticipatory Bail Application No. 1069 of 2023 is hereby rejected and disposed of accordingly.
- 2) The concerned Police Station be informed accordingly.

sd/-

(DR. (SMT.) SRISHTY NEELKANTH )  
Additional Sessions Judge,  
City Civil Court, Borivali Division,  
Dindoshi, Goregaon, Mumbai.

Date : 20/07/2023

Dictated on Computer : 20/07/2023  
Checked & Corrected on : 21/07/2023  
Sign on : 21/07/2023

CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER.”

24/07/2023 at 11.33 a.m.  
UPLOAD DATE AND TIME

Mrs. S.B. Vichare  
NAME OF STENOGRAPHER

Name of Judge (with Court room no.)	HHJ Dr. (Smt) Srishty Neelkanth City Civil & Sessions Court, Borivali Div., Dindoshi, Mumbai ( C.R.No. 04 )
Date of Pronouncement of JUDGEMENT/ORDER	20/07/2023
JUDGEMENT/ORDER signed by P.O. on	21/07/2023
JUDGEMENT/ORDER uploaded on	24/07/2023

BA 570/2023

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MHCC050034452023



**IN THE COURT OF SESSIONS AT DINDOSHI  
(BORIVALI DIVISION), GOREGAON, MUMBAI**

**CRIMINAL BAIL APPLICATION NO. 570 OF 2023**

**Swapnil Baban Chavan,**  
Adult, Indian Inhabitant,  
Age : 34 yrs., Occupation : Consultant,  
R/o : Chohan House, Marol Maroshi Road,  
Andheri East, Mumbai.

**..Applicant**

**Vs**

**1) The State of Maharashtra,  
2) The Inspector of Police,  
( through Sahar Police Station )**

**..Respondent**

Ld. Adv. S.S. Gandhi, for the applicant.  
Ld. APP P.K. Mahajan, for the State.  
Ld. Adv. Pokharkar, for the intervener.

**CORAM : H.H. THE ADDITIONAL SESSIONS JUDGE  
DR. (SMT.) SRISHTY NEELKANTH (C.R.NO.4)**

**DATE : 19<sup>th</sup> July, 2023**

**ORDER**

This is an application for releasing the applicant on bail, in respect of C. R. No. 155 of 2023 registered with Sahar Police Station, for the offences punishable under Sections 408, 409, 477-A, 420 read with

120(B) and 34 of the Indian Penal Code.

2 At the instance of the informant the aforesaid offence came to be registered.

The facts of the case as appears from the FIR are that :-

The informant is the Chairman and the Executive Director of Supreme Transport Pvt. Ltd. and Sangeeta Aviation Service Pvt. Ltd. Apart from the informant, his father, his younger brother, other co-accused namely Vimal Agarwal and Girish Agarwal are also the Directors in Supreme Transport Pvt. Ltd. The main business of the said company is road transport and air transport of goods. The company owns some vehicles and aircraft. Apart from this, vehicles are taken on rent basis as required for the business of the company. The main office of the said company is at Mumbai and its branches and divisional offices are at Parnavel, Kalamboli, Rajasthan, Gujarat, Delhi and Bangalore. Vimal Agarwal and Girish Agarwal are the cousins of the informant and reside at Bangalore and Delhi respectively. Both of them stay in Mumbai for a few days every month and participate in the day-to-day affairs of the company.

3 Supreme Transport Pvt. Ltd. company is running in loss since 2012. The entire work of both these companies are being looked after from the office situated at Andheri (E). National Company Law Tribunal ( N.C.L.T. ) by an order dated 10.08.2021 had declared Sangeeta Aviation Service Pvt. Ltd. Company as an insolvent. Appeal against the Impugned Order of the N.C.L.T. is subjudice before the Appellate Court. In the year 2014, one of the co-accused namely Varun Ramesh Kakriya was appointed

as an Assistant. In the year 2016, other co-accused Kamlesh Bhairav Tatawat was appointed as Chief Finance Officer and his cousin brother Mukesh Bhairav Tatawat was appointed as Chief Operation Officer in the company of the informant. As the informant had to often go abroad and to various other places in India, therefore, to look after the financial affairs of both the companies, the entire responsibility was handed over to Kamlesh Bhairav Tatawat. The old friends of the informant i.e. Swapnil Chavan and Atul Pandey also used to visit the office of the company.

4 As a CEO of the company, in the month of July 2022, the informant came to know that some amount was to be recovered from Nippon Ltd. Company. Therefore, after issuing several e-mail correspondence, the informant was informed on 26.08.2022 by the officials of Nippon Company Ltd. that on 26.07.2022, they had deposited Rs. 3,22,616/- in the Bank of India account of the company. The informant also came to know that on 27.07.2022, Rs. 3,23,278/- came to be transferred from the said account in the bank account of Vimal Agarwal. After enquiry, the informant came to know that there had been misappropriation of huge amount in the company. The informant, therefore, enquired about the financial transactions of the company through the Chartered Accountant of the company. After getting an Enquiry Report, the informant came to know that the applicant along with other accused had misappropriated total amount of Rs. 6,27,36,180/- by transferring the respective amounts in their accounts through the accounts of the companies. Accordingly, report came to be lodged in the Sahar Police Station.

5           The learned Advocate for the applicant/accused submitted that the applicant/accused has been falsely implicated and the informant is on vengeance spree against the co-accused and his childhood friend who he thinks are in league with the co-accused. It is contended that the amount which he had received from Sangeeta Aviation Services Pvt. Ltd. Company are towards consultation charges for the period from 2017 to 2021. All the accounts during the above said period, when the alleged fraud had taken place, have been audited by the company and the same have been signed by the applicant/accused and are submitted to the Competent Authority. The amounts, as alleged by the informant, which have been withdrawn by the applicant/accused are reflected in the company accounts and the accounts submitted in NCLT by the informant and also the account are over a period of more than four years which are in absolute knowledge of the informant and now he cannot ignore the same. It is further contended that the applicant/accused had no access to the accounts of the company, bank accounts of the company and also to the drawing of cheques and practically if all the cheques are verified by which the amount has been transferred by the company are mostly signed by the informant or the authorized person of the company who under no circumstances could be influenced by the applicant/accused. The bank accounts of the applicant/accused are attached by the police. It is further contended that this case is based on records and documents which are available with the NCLT, company of the informant and ROC and the same can be examined without the presence of the informant. As far as the present applicant/accused is concerned, entire allegation is over. The

custodial interrogation of the applicant/accused is not at all required. The applicant/accused had no criminal antecedents. He thus prayed that the applicant/accused was ready to abide by the terms and conditions imposed by the court, so the bail application be allowed.

6           The prosecution vide its say ( Exh. 05 ) resisted the application mainly on the ground that from the verification of the bank account it has been revealed that amount of Rs. 44,55,000/- and Rs. 97,400/- had been transferred to the account of the applicant/accused from the account of Sangeeta Aviation Service Pvt. Ltd. and the informant respectively. The said amount was misappropriated by him. The said amount is yet to be recovered from the applicant/accused. It is further submitted that it has been revealed that the money was transferred to the bank account of the accused even though the accused was not holding any position or providing any kind of service in both the companies. No resolution of the Board of Directors of the company has been approved regarding the said transferred amount. The said amount was misappropriated by the applicant and the co-accused. It is further submitted that the applicant/accused has produced intimation letter to Axis Bank and TDS Certificate ( 2017 to 2021 ). There is doubt regarding the authenticity of the said documents and investigation regarding the same is yet to be done. A case has been registered against the applicant/accused under Section 380, 384, 292, 506(2) of the Indian Penal Code read with Section 66 ( C ) of the Information Technology Act in Sahar Police Station and the applicant is on bail in that case. It is thus, prayed that the application be rejected.

7            Heard the learned counsel for the applicant, the learned APP for the State and the intervener.

8            Perused the application, the say filed thereon and the documents relied upon in support thereof.

9            It is contended by the applicant/accused that he was the childhood friend of the informant. The informant considered him to be in league with the co-accused, and so as he was in a vengeance spree against the co-accused, he had falsely implicated the applicant as well. It is also contended by him that the amount received by him was towards consultation charges he had extended to Sangeeta Aviation Service Pvt. Ltd. for the period 2017 to 2021. On the other hand, it is the case of the prosecution that the applicant was not the employee of the company and was not concerned with the company in any way. Admittedly, no document to show his appointment as a consultant is produced by the applicant. It is also further alleged that the amount which was transferred to the account of the applicant was then withdrawn in cash and that he had filed false TDS certificates. Further, as per the say of the Investigating Officer an amount of Rs. 45,52,400/- had been transferred into the account of the applicant from the account of Sangeeta Aviation Service Pvt. Ltd. from 15.11.2019 to 27.12.2021. It has come forth in the investigation that amongst the bank accounts of the informant and the companies i.e. Supreme Transport Pvt. Ltd. and Sangeeta Aviation Service Pvt. Ltd., the access ( authorized signatory ) of HDFC bank accounts was with accused Vimal and Girish, while the access ( authorized signatory ) of the rest of

the bank accounts was with Kamlesh Tatawat, the CFO of the company. From this, the investigation had revealed that the accused Vimal and Girish had embezzled a large amount of money in a pre-planned conspiracy with accused Kamlesh.

10 Further, during investigation the applicant was asked to produce the documents to show that he was working with or for the company Sangeeta Aviation Service Pvt. Ltd., but he did not produce any appointment letter or any such work order from the said company. In return during police custody, the applicant had produced the documents i.e. i) Intimation letter to Axis Bank ii) TDS Certificate of the year 2017-2018, iii) TDS Certificate of the year 2018-19 iv) TDS Certificate of the year 2019-2020 and v) TDS Certificate of the year 2020-2021 before Sahar Police. On perusal of the said documents, in the Intimation Letter, there are details of the amount given to the applicant/accused from the year 2017 to 2021, but it appears that the said amount is from previous transactions. Similarly, the TDS Certificate of the said amount had also been submitted by the accused. This means that the said amount had been accepted by the accused during that period, whereas the misappropriated amount in the crime is of the year 2021 and the amount shown in the Intimation Letter or TDS Certificate does not match. It is further submitted that the Investigating Officer when they tried to collect the said amount from the applicant, he said that the said amount was again spent by the applicant/accused in the project work of the company. The question rightly put forth by the investigating agency why the applicant/accused is lying in investigation in the police custody as to why he would spend the money in

the project and give it back to the company.

11 It is seen that the offence is purely economic in nature. Serious allegations of misappropriation of Rs. 45,52,400/- is made against the applicant himself. The investigation is still in progress. From the documents filed on record prima-facie it is seen that the applicant was involved in the commission of the crime. There are prima-facie ingredients of fabrication of documents. This entire case is based on documentary evidence. The possibility of tampering with the evidence cannot be ruled out, if the applicant is released on bail. Hence, the following order is passed :

**ORDER**

Criminal Bail Application No. 570 of 2023 is hereby rejected and disposed of accordingly.

sd/-

(DR. (SMT.) SRISHTY NEELKANTH )  
Additional Sessions Judge,  
City Civil Court, Borivali Division,  
Dindoshi, Goregaon, Mumbai.

Date : 19/07/2023

Dictated on Computer : 19/07/2023  
Checked & Corrected on : 21/07/2023  
Sign on : 21/07/2023

CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER.”

24/07/2023 at 11.10 a.m.  
UPLOAD DATE AND TIME

Mrs. S.B. Vichare  
NAME OF STENOGRAPHER

Name of Judge (with Court room no.)	HHJ Dr. (Smt) Srishty Neelkanth City Civil & Sessions Court, Borivali Div., Dindoshi, Mumbai ( C.R.No. 04 )
Date of Pronouncement of JUDGEMENT/ORDER	19/07/2023
JUDGEMENT/ORDER signed by P.O. on	21/07/2023
JUDGEMENT/ORDER uploaded on	24/07/2023

BA 567/2023

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MHCC050034232023



**IN THE COURT OF SESSIONS AT DINDOSHI  
(BORIVALI DIVISION), GOREGAON, MUMBAI**

**CRIMINAL BAIL APPLICATION NO. 567 OF 2023**

**Mr. Girish Agarwal,**

Age : 40 yrs., Occupation :

R/o : Keval Kunj Apartment, Sec. 13,

Rohini, Near D. D. Club,

Delhi : 110 085

**..Applicant**

**Vs**

**The State of Maharashtra,**

( through Sahar Police Station )

**..Respondent**

Ld. Adv. A.M. Saraogi, for the applicant.

Ld. APP P.K. Mahajan, for the State.

Ld. Adv. Pokharkar, for the intervener.

**CORAM : H.H. THE ADDITIONAL SESSIONS JUDGE  
DR. (SMT.) SRISHTY NEELKANTH (C.R.NO.4)**

**DATE : 19<sup>th</sup> July, 2023**

**ORDER**

This is an application for releasing the applicant on bail, in respect of C. R. No. 155 of 2023 registered with Sahar Police Station, for the offences punishable under Sections 408, 409, 477-A, 420 read with

120(B) and 34 of the Indian Penal Code.

2 At the instance of the informant the aforesaid offence came to be registered.

The facts of the case as appears from the FIR are that :-

The informant is the Chairman and the Executive Director of Supreme Transport Pvt. Ltd. and Sangeeta Aviation Service Pvt. Ltd. Apart from the informant, his father, his younger brother, other co-accused namely Vimal Agarwal and Girish Agarwal ( the applicant herein ) are also the Directors in Supreme Transport Pvt. Ltd. The main business of the said company is road transport and air transport of goods. The company owns some vehicles and aircraft. Apart from this, vehicles are taken on rent basis as required for the business of the company. The main office of the said company is at Mumbai and its branches and divisional offices are at Panvel, Kalamboli, Rajasthan, Gujarat, Delhi and Bangalore. Vimal Agarwal and Girish Agarwal are the cousins of the informant and reside at Bangalore and Delhi respectively. Both of them stay in Mumbai for a few days every month and participate in the day-to-day affairs of the company.

3 Supreme Transport Pvt. Ltd. company is running in loss since 2012. The entire work of both these companies are being looked after from the office situated at Andheri (E). National Company Law Tribunal ( N.C.L.T. ) by an order dated 10.08.2021 had declared Sangeeta Aviation Service Pvt. Ltd. Company as an insolvent. Appeal against the Impugned Order of the N.C.L.T. is subjudice before the Appellate Court. In the year 2014, one of the co-accused namely Varun Ramesh Kakriya was appointed

as an Assistant. In the year 2016, other co-accused Kamlesh Bhairav Tatawat was appointed as Chief Finance Officer and his cousin brother Mukesh Bhairav Tatawat was appointed as Chief Operation Officer in the company of the informant. As the informant had to often go abroad and to various other places in India, therefore, to look after the financial affairs of both the companies, the entire responsibility was handed over to Kamlesh Bhairav Tatawat. The old friends of the informant i.e. Swapnil Chavan and Atul Pandey also used to visit the office of the company.

4 As a CEO of the company, in the month of July 2022, the informant came to know that some amount was to be recovered from Nippon Ltd. Company. Therefore, after issuing several e-mail correspondence, the informant was informed on 26.08.2022 by the officials of Nippon Company Ltd. that on 26.07.2022, they had deposited Rs. 3,22,616/- in the Bank of India account of the company. The informant also came to know that on 27.07.2022, Rs. 3,23,278/- came to be transferred from the said account in the bank account of Vimal Agarwal. After enquiry, the informant came to know that there had been misappropriation of huge amount in the company. The informant, therefore, enquired about the financial transactions of the company through the Chartered Accountant of the company. After getting an Enquiry Report, the informant came to know that the applicant along with other accused had misappropriated total amount of Rs. 6,27,36,180/- by transferring the respective amounts in their accounts through the accounts of the companies. Accordingly, report came to be lodged in the Sahar Police Station.

5           The learned Advocate for the applicant/accused submitted that the applicant/accused has been falsely implicated. By an order dated 10.08.2021, NCLT-III, Mumbai suspended all the Directors and employees of Sangeeta Aviation Service Pvt. Ltd. and the Tribunal had appointed Mr. Bijendra Zha as an Interim Resolution Professional ( IRP ) to carry out the remaining process. Therefore, the informant had no locus/authority to file the present FIR, as all the management and control is vested with IRP. It is further contended that the motive behind filing the present FIR against the present applicant and other accused who all are relatives and family members of the informant and having important positions in the company is to grab all the assets and properties of both the companies and to sell out the same and to run away to another country. It is further contended that the informant was not having any complaint against the present applicant and other accused till the informant was able to sell the properties of the company. After the above order by NCLT had been passed restraining the informant from selling the properties, the present FIR is filed to fulfill the grudges and oblique motives with intention to pressurize and harass them, so that he could sell the properties of the company. It is submitted that the dispute between the parties is pending for adjudication before the NCLT and the present FIR is an abuse of the process of law. Claiming himself to be innocent, the applicant/accused has contended that he is falsely implicated by the informant with oblique motive and to pressurize the applicant/accused. It is further contended that this case is based on documentary evidence where money is alleged to be transferred into the bank account of the applicant without the applicant being entitled

to the same. So, the custodial interrogation of the applicant/accused is not at all required for the same. Further, the applicant does not have any criminal antecedents. The learned advocate for the applicant thus prayed that the applicant/accused was ready to abide by the terms and conditions imposed by the court, so the bail application be allowed.

6           The learned APP opposed the application and submitted that the applicant/accused had contended that he is a director and was also working in the company and the amount received from the bank account of the company by him is as salary and consultancy charges. The amounts of Rs. 13,45,036, Rs. 13,93,250/- and Rs. 8,00,000/- had been transferred to the account of the applicant/accused from the account of Supreme Transport Pvt. Ltd. Company, Sangeeta Aviation Service Pvt. Ltd. and the informant respectively. The said amounts were misappropriated by him. The said amounts are yet to be recovered from the applicant/accused. When the applicant/accused was asked to produce the documents of being an employee of the said company, he did not file the same. The applicant/accused was asked to submit purchase orders received from the company and the bills in exchange for services rendered, but he was not able to produce the said documents. It is further argued that the amount embezzled in the crime is as large as Rs. 6,27,36,180 and it has been found that the accused has prepared a false account to embezzle the said amount and it is revealed that all the accused had formed a pre-planned conspiracy for that. The present applicant's wife is wanted accused in this crime. The wanted accused Rajesh Agarwal had opened a company in the name of Balaji Enterprise. However, the investigation had not revealed any business

of Balaji Enterprise. Therefore, it is concluded from the investigation that the said applicant and the remaining wanted accused had established some fake companies and thereby diverted the money of the informant and his company to the account of this fake company and embezzled it. It is submitted by the learned APP that since the investigation is going on, if the accused is granted bail, there is possibility that he will destroy the evidence of such a fake company and numerous transactions of misappropriation of amount, and the documents fabricated by him in the entire process. Further, there is possibility of absconding, if the accused is granted bail. He thus, prayed that the application be rejected. The informant also resisted the application by filing an intervener application.

7            Heard the learned counsel for the applicant, the learned APP for the State and the intervener.

8            Perused the application, the say filed thereon and the documents relied upon in support thereof.

9            It is seen that the applicant is the cousin brother of the informant and the Director of Supreme Transport Pvt. Ltd. The informant has in the FIR given the particulars of the applicant and all the co-accused regarding the amount which were transferred in their accounts from 2018 to 2022. It is seen from the say filed by the Investigating Officer, that an amount of Rs. 32,98,332/- was transferred in the account of the applicant during the period from 27.02.2019 to 04.09.2020 from the accounts of Sangeeta Aviation Service Pvt. Ltd., Supreme Transport Pvt. Ltd. and

Ameet Agarwal i.e. the informant. It is contended by the applicant that since he was a Director in the company so he was receiving the said amount by way of salary. However, the audit report filed by the Investigating Officer reveals the contrary. It shows that Rs. 62,43,029/- were siphoned off in the account of the applicant. No resolution has been filed that has been passed by the board of directors of both the companies regarding the transferred amount. The investigation prima-facie reveals that the accused had embezzled the said amount.

10 It is the case of the prosecution that the applicant is the close relative of the other co-accused Vimal Agarwal and others. The other family members are alleged to be involved in the crime of misappropriation of huge amounts from the company. The remaining accused who are the relatives of the applicant i.e. Smt. Nupur Agarwal, Samiksha Agarwal and Pinki Agarwal, in the conspiracy of the said crime, are not holding any position in the company of the informant, but it is found that they received money from various accounts of the company four to five times per month in the name of salary and rent. This shows the pre-planned conspiracy of the accused. It has also been found that the money was transferred to the bank accounts of the arrested accused Swapnil Chavan and wanted accused Sneha Chavan, Rajni Pandey and Atul Pandey, when they were not holding any position in the company or had rendered any kind of service to the company. Amongst the bank accounts of the informant and the companies i.e. Supreme Transport Pvt. Ltd. and Sangeeta Aviation Service Pvt. Ltd., the access ( authorized signatory ) of HDFC bank accounts was with accused Vimal and Girish, while the access ( authorized signatory ) of

the rest of the bank accounts was with Kamlesh Tatawat, the CFO of the company. From this, the investigation has revealed that the accused Vimal and Girish had embezzled a large amount of money in a pre-planned conspiracy with accused Kamlesh.

11 The offence is purely economic in nature. Serious allegations of misappropriation of Rs. 35,38,286/- is made against the applicant himself. The investigation is still in progress. From the documents filed on record prima-facie it is seen that the applicant was involved in the commission of the crime. There are prima-facie ingredients of fabrication of documents. This entire case is based on documentary evidence. The possibility of tampering with the evidence cannot be ruled out, if the applicant is released on bail. Hence, the following order is passed :

**ORDER**

Criminal Bail Application No. 567 of 2023 is hereby rejected and disposed of accordingly.

(DR. (SMT.) SRISHTY NEELKANTH )  
Additional Sessions Judge,  
City Civil Court, Borivali Division,  
Dindoshi, Goregaon, Mumbai.

Date : 19/07/2023

Dictated on Computer : 19/07/2023  
Checked & Corrected on : 21/07/2023  
Sign on : 21/07/2023

CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER.”

24/07/2023 at 11.08 a.m.  
UPLOAD DATE AND TIME

Mrs. S.B. Vichare  
NAME OF STENOGRAPHER

Name of Judge (with Court room no.)	HHJ Dr. (Smt) Srishty Neelkanth City Civil & Sessions Court, Borivali Div., Dindoshi, Mumbai ( C.R.No. 04 )
Date of Pronouncement of JUDGEMENT/ORDER	19/07/2023
JUDGEMENT/ORDER signed by P.O. on	21/07/2023
JUDGEMENT/ORDER uploaded on	24/07/2023

MHCC050033652023



**IN THE COURT OF SESSIONS AT DINDOSHI  
(BORIVALI DIVISION), GOREGAON, MUMBAI**

**ANTICIPATORY BAIL APPLICATION NO. 1039 OF 2023**

**IN**

**( C. R. No. 155 of 2023 of Sahar Police Station, Mumbai )**

**Mrs. Samixa Girish Agrawal,**

Age : 39 yrs., Indian Adult,

Occupation : service,

R/o : Presently R/at A/40, 1st Floor,

Kewal Kunj Apartment, Sector 13,

Rohini Sector 7, North (W).

Delhi 110085

**..Applicant**

**V/s**

**The State of Maharashtra**

(through Sahar Police Station, Mumbai)

**..Respondent**

Ld. Adv. Rakesh Singh, for the applicant.

Ld. APP P. K. Mahajan, for the State.

Ld. Adv. P. Ranjan, for the intervenor.

**CORAM : H.H. THE ADDITIONAL SESSIONS JUDGE  
DR. (SMT.) SRISHTY NEELKANTH (C.R.NO.4)**

**DATE : 20<sup>th</sup> July, 2023**

**ORDER**

This is an application for the grant of anticipatory bail under Section 438 of the Code of Criminal Procedure, in connection with C.R. No. 155 of 2023 registered with Sahar Police Station, for the

offences punishable under sections 408, 409, 477-A, 420 read with 120(B) and 34 of the Indian Penal Code.

2 On 25.04.2023, at the instance of one Ameet Kamal Agarwal, aforesaid offence came to be registered.

The facts of the case as appears from the FIR are that :-

The informant is the Chairman and the Executive Director of Supreme Transport Pvt. Ltd. and Sangeeta Aviation Service Pvt. Ltd. Apart from the informant, his father, his younger brother, other co-accused namely Vimal Agarwal and Girish Agarwal are also the Directors in Supreme Transport Pvt. Ltd. The main business of the said company is road transport and air transport of goods. The company owns some vehicles and aircraft. Apart from this, vehicles are taken on rent basis as required for the business of the company. The main office of the said company is at Mumbai and its branches and divisional offices are at Panvel, Kalamboli, Rajasthan, Gujarat, Delhi and Bangalore. Vimal Agarwal and Girish Agarwal are the cousins of the informant and reside at Bangalore and Delhi respectively. Both of them stay in Mumbai for a few days every month and participate in the day-to-day affairs of the company.

3 Supreme Transport Pvt. Ltd. company is running in loss since 2012. The entire work of both these companies is being looked after from the office situated at Andheri (E). The National Company Law Tribunal ( N.C.L.T. ) by an order dated 10.08.2021 had declared Sangeeta Aviation Service Pvt. Ltd. Company as an insolvent. Appeal against the Impugned Order of the N.C.L.T. is subjudice before the Appellate Court. In the year 2014, one of the co-accused namely Varun Ramesh Kakriya was appointed as an Assistant. In the year 2016, the

other co-accused Kamlesh Bhairav Tatawat was appointed as Chief Finance Officer and his cousin brother Mukesh Bhairav Tatawat was appointed as Chief Operation Officer in the company of the informant. As the informant had to often go abroad and to various other places in India, therefore, to look after the financial affairs of both the companies, the entire responsibility was handed over to Kamlesh Bhairav Tatawat. The old friends of the informant i.e. Swapnil Chavan and Atul Pandey also used to visit the office of the company.

4 As a CEO of the company, in the month of July 2022, the informant came to know that some amount was to be recovered from Nippon Ltd. Company. Therefore, after issuing several e-mail correspondence, the informant was informed on 26.08.2022 by the officials of Nippon Company Ltd. that on 26.07.2022, they had deposited Rs. 3,22,616/- in the Bank of India account of the company. The informant also came to know that on 27.07.2022, Rs. 3,23,278/- came to be transferred from the said account in the bank account of Vimal Agarwal. After enquiry, the informant came to know that there had been misappropriation of huge amount in the company. The informant, therefore, enquired about the financial transactions of the company through the Chartered Accountant of the company. After getting an Enquiry Report, the informant came to know that the applicant along with other accused had misappropriated total amount of Rs. 6,27,36,180/- by transferring the respective amounts in their accounts through the accounts of the companies. Accordingly, report came to be lodged in the Sahar Police Station.

5 By this application the applicant has contended that the informant is part of family of the applicant and is her cousin brother-in-law. The applicant is wife of Mr. Girish Agarwal, who is one of the original directors and shareholders of M/s Supreme Transport Organization Pvt. Ltd. Her brother-in-law Vimal Agarwal, her husband and the informant are the directors of the M/s Supreme Transport Organization Pvt. Ltd. The informant is not the shareholder of M/s Supreme Transport Organization Pvt. Ltd. The applicant was initially paid salary and later on was paid consultancy fees by M/s Supreme Transport Organization Pvt. Ltd. It is further contended that the applicant is falsely implicated in the present crime. Accordingly, by an order dtd. 10.08.2021, NCLT-III, Mumbai suspended all the Directors and employees of the said company and the Hon'ble Tribunal had appointed Mr. Bijendra Zha as a IRP to carry out the remaining process. Therefore, the informant was having no locus/authority to file the present FIR, as all the management and control is vested with IRP. As far as M/s Supreme Transport Organization Pvt. Ltd. is concerned, no Board Meeting has been called for lodging the complaint and it is handiwork of the informant merely to divert the attention from his illegalities and civil proceedings going on before NCLT. It is further contended that the motive behind filing the present FIR against the present applicant and other accused who all are relatives and family members of the informant and having important positions in the company is to grab all the assets and properties of both the companies and to sell out the same and to run away to some other country.

6 It is further contended that the informant was not having any complaint against the present applicant and other accused till the

informant was able to sell the properties of M/s Supreme Transport Organization Pvt. Ltd. till the said order by NCLT had been passed restraining the informant selling properties of M/s Supreme Transport Organization Pvt. Ltd. The present FIR is filed after the said order to fulfill the grudges and oblique motives with intention to pressurize and harass them, so he could sell the properties of M/s Supreme Transport Organization Pvt. Ltd. The dispute between the parties is pending for adjudication before NCLT and the present FIR is an abuse of the process of law. Claiming herself to be innocent, the applicant has contended that she is falsely implicated by the informant with oblique motive and to pressurize the applicant. The applicant is ready to co-operate the Investigating Agency and to abide the terms and conditions imposed by the Court. The applicant, therefore, prayed for her release on anticipatory bail.

7           The prosecution vide say Exh. 05 resisted the application mainly on the ground that from the verification of the bank account it has been revealed that an amount of Rs. 27,75,470/- was transferred from the bank account of the company to her bank account and she had misappropriated the same. No relevant information has been given in the application regarding the purpose for which the said amount was used by the applicant. The applicant is hiding the truth about where she disposed off the money embezzled by her and thus, it shows her aim to obstruct the investigation. If the applicant is granted anticipatory bail, she may abscond and there is possibility of tampering with the evidence. The custodial interrogation of applicant is required as the investigation of the said crime is at preliminary stage. The applicant and other accused have embezzled more than 6 crores by diverting the money of

M/s Supreme Transport Organization Pvt. Ltd. and M/s Sangeeta Aviation Services Pvt. Ltd. to their own bank accounts during the period from 2018 to 2022 in a pre-planned conspiracy. From the verification of the applicant's bank account, it has been revealed that she has immediately withdrawn all the embezzled amount and invested it in Shares, Fixed Deposit or elsewhere. The custodial interrogation of the applicant is required to seize the said amount. There is possibility that the applicant with the help of other accused may have purchased immovable or movable property with the embezzled amount or invested in other places and the investigation in respect of that is going on. The investigation revealed that the family members of the applicant were also involved in disposing of the embezzled amount and accordingly they are to be investigated. It will not be possible to seize the property of embezzlement in the said crime if pre-arrest bail is granted. The report of the Chartered Accountant Mundada of the company has been filed wherein it is contended that the records of the above amount transferred to the bank account of the accused have not been found in the account book of the company. The informant also resisted the application by filing intervener application.

8           The learned APP placed reliance upon -

**1) P. Chidambaram Vs Directorate of Enforcement AIR Online 2019 SC 1001 and 2) Jai Prakash Singh Vs State of Bihar and anr. AIR 2012 SUPREME COURT 1676** wherein the Hon'ble Supreme Court observed that “ *power under Section 438 Cr.P.C. is an extraordinary power and the same has to be exercised sparingly. The privilege of the pre-arrest bail should be granted only in exceptional cases. The judicial discretion conferred upon the court has to be properly exercised after*

*application of mind as to the nature and gravity of the accusation; possibility of applicant fleeing justice and other factors to decide whether it is a fit case for grant of anticipatory bail. ”*

He further relied upon 3) **Nilesh Vishwas Shelke Vs State of Maharashtra AIROnline 2019 Bom 2850**, 4) **Sukesh Gupta Vs State of Maharashtra AIROnline 2021 Bom 3141** and 5) **Nilesh Sahebrao Pawar Vs State of Maharashtra AIROnline 2020 Bom 3162** wherein when after considering the FIR and the documents and the investigation conducted by the Investigating Officer, prima facie disclosed the complicity of the applicants in the crime, the Hon'ble Bombay High Court held that custodial interrogation of the applicant is necessary and rejected the anticipatory bail application of the applicant.

The learned APP thus prayed that the present application be rejected.

9 I have considered the submissions of learned advocate for the applicant, learned advocate for the intervener, learned APP and Investigating Officer. I have also gone through the material placed on record by the parties and also perused the case diary.

10 It is seen that in a major part of the application of the applicant, there are allegations of unauthorized and arbitrary decisions taken by the informant with respect of the companies and also the details regarding the numerous cases filed against the informant. However, no sufficient explanation has been brought forth by the applicant regarding the alleged amount that had been transferred in her account. The offence is purely economic in nature. Merely that the informant is having criminal antecedents, and his company has been

declared insolvent itself is not sufficient, at this juncture, to hold that the informant has falsely implicated just to pressurize her. On the contrary, on the basis of aforesaid facts and circumstances, the applicant is found to be prima-facie involved in committing the said offence. Investigation in this crime is at a primary stage. Having regard to the total misappropriated amount which is of Rs. 27,75,470/- by the applicant/accused, in my view, custodial interrogation of the applicant will certainly be required to elicit material information and to recover aforesaid amount. The investigating officer has also filed the audit report of Supreme Transport Organization Private Limited and Sangeeta Aviation Services Private Limited for the period of 2018 till date conducted by Loya and Mundada Chartered Accountants. The said report shows the unauthorized transfer of Rs. 39,51,756/- in the account of the applicant. Though the applicant has stated that she is a woman with a family and minor children and so deserves protection of liberty but as is the law that there can be no lenient approach based on the gender when sufficient prima-facie case has been made out against the accused. Thus, considering the facts and circumstances of the case and placing reliance on the observations of the Superior Courts in the case of 1) **P. Chidambaram (Supra)**, **Jai Prakash Singh (Supra)**, 3) **Nilesh Vishwas Shelke (Supra)**, 4) **Sukesh Gupta (Supra)**, and 5) **Nilesh Sahebrao Pawar (Supra)** with respect to consideration of the factors while deciding an Anticipatory Bail Application, following order is passed :-

**ORDER**

- 1) Anticipatory Bail Application No. 1039 of 2023 is hereby rejected and disposed of accordingly.
- 2) The concerned Police Station be informed accordingly.

sd/-

(DR. (SMT.) SRISHTY NEELKANTH )  
 Additional Sessions Judge,  
 City Civil Court, Borivali Division,  
 Dindoshi, Goregaon, Mumbai.

Date : 20/07/2023

Dictated on Computer : 20/07/2023  
 Checked & Corrected on : 21/07/2023  
 Sign on : 21/07/2023

CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER.”

24/07/2023 at 11.33 a.m.  
 UPLOAD DATE AND TIME

Mrs. S.B. Vichare  
 NAME OF STENOGRAPHER

Name of Judge (with Court room no.)	HHJ Dr. (Smt) Srishty Neelkanth City Civil & Sessions Court, Borivali Div., Dindoshi, Mumbai ( C.R.No. 04 )
Date of Pronouncement of JUDGEMENT/ORDER	20/07/2023
JUDGEMENT/ORDER signed by P.O. on	21/07/2023
JUDGEMENT/ORDER uploaded on	24/07/2023

MHCC050033642023



**IN THE COURT OF SESSIONS AT DINDOSHI  
(BORIVALI DIVISION), GOREGAON, MUMBAI**  
**ANTICIPATORY BAIL APPLICATION NO. 1038 OF 2023**  
**IN**  
**( C. R. No. 155 of 2023 of Sahar Police Station, Mumbai )**

**Mrs. Pinki Agrawal,**

Age : 47 yrs., Indian Adult,

Occupation : service,

R/o : Plot No. 4, Serve No. 309/312,

Dabriwala Bhavan State Bank, Malegaon,

Nashik : 423 203

**..Applicant**

**V/s**

**The State of Maharashtra**

(through Sahar Police Station, Mumbai)

**..Respondent**

Ld. Adv. Rakesh Singh, for the applicant.

Ld. APP P. K. Mahajan, for the State.

Ld. Adv. Ranjan h/f Ajinkya Pokharkar, for the intervenor.

**CORAM : H.H. THE ADDITIONAL SESSIONS JUDGE  
DR. (SMT.) SRISHTY NEELKANTH (C.R.NO.4)**

**DATE : 20<sup>th</sup> July, 2023**

**ORDER**

This is an application for the grant of anticipatory bail under Section 438 of the Code of Criminal Procedure, in connection with C.R. No. 155 of 2023 registered with Sahar Police Station, for the

offences punishable under Sections 408, 409, 477-A, 420 read with 120(B) and 34 of the Indian Penal Code.

2 On 25.04.2023, at the instance of one Ameet Kamal Agarwal, aforesaid offence came to be registered.

The facts of the case as appears from the FIR are that :-

The informant is the Chairman and the Executive Director of Supreme Transport Pvt. Ltd. and Sangeeta Aviation Service Pvt. Ltd. Apart from the informant, his father, his younger brother, other co-accused namely Vimal Agarwal and Girish Agarwal are also the Directors in Supreme Transport Pvt. Ltd. The main business of the said company is road transport and air transport of goods. The company owns some vehicles and aircraft. Apart from this, vehicles are taken on rent basis as required for the business of the company. The main office of the said company is at Mumbai and its branches and divisional offices are at Panvel, Kalamboli, Rajasthan, Gujarat, Delhi and Bangalore. Vimal Agarwal and Girish Agarwal are the cousins of the informant and reside at Bangalore and Delhi respectively. Both of them stay in Mumbai for a few days every month and participate in the day-to-day affairs of the company.

3 Supreme Transport Pvt. Ltd. company is running in loss since 2012. The entire work of both these companies is being looked after from the office situated at Andheri (E). The National Company Law Tribunal ( N.C.L.T. ) by an order dated 10.08.2021 had declared Sangeeta Aviation Service Pvt. Ltd. Company as an insolvent. Appeal against the Impugned Order of the N.C.L.T. is subjudice before the Appellate Court. In the year 2014, one of the co-accused namely Varun Ramesh Kakriya was appointed as an Assistant. In the year 2016, the

other co-accused Kamlesh Bhairav Tatawat was appointed as Chief Finance Officer and his cousin brother Mukesh Bhairav Tatawat was appointed as Chief Operation Officer in the company of the informant. As the informant had to often go abroad and to various other places in India, therefore, to look after the financial affairs of both the companies, the entire responsibility was handed over to Kamlesh Bhairav Tatawat. The old friends of the informant i.e. Swapnil Chavan and Atul Pandey also used to visit the office of the company.

4           As a CEO of the company, in the month of July 2022, the informant came to know that some amount was to be recovered from Nippon Ltd. Company. Therefore, after issuing several e-mail correspondence, the informant was informed on 26.08.2022 by the officials of Nippon Company Ltd. that on 26.07.2022, they had deposited Rs. 3,22,616/- in the Bank of India account of the company. The informant also came to know that on 27.07.2022, Rs. 3,23,278/- came to be transferred from the said account in the bank account of Vimal Agarwal. After enquiry, the informant came to know that there had been misappropriation of huge amount in the company. The informant, therefore, enquired about the financial transactions of the company through the Chartered Accountant of the company. After getting an Enquiry Report, the informant came to know that the applicant along with other accused had misappropriated total amount of Rs. 6,27,36,180/- by transferring the respective amounts in their accounts through the accounts of the companies. Accordingly, report came to be lodged in the Sahar Police Station.

5 By this application the applicant has contended that her brothers i.e. Vimal Agarwal and Girish Agarwal had approached NCLT, Mumbai for various reliefs including audit of last eight years of the account of the company of the informant including of M/s Supreme Transport Organization Pvt. Ltd. The informant was opposing forensic audit on one hand and filing false FIR on the other hand. Accordingly, by an order dtd. 10.08.2021, NCLT-III, Mumbai suspended all the Directors and employees of the said company and the Hon'ble Tribunal had appointed Mr. Bijendra Zha as a Interim Resolution Professional (IRP) to carry out the remaining process. Therefore, the informant was having no locus/authority to file the present FIR, as all the management and control is vested with IRP. As far as M/s Supreme Transport Organization Pvt. Ltd. is concerned, no Board Meeting has been called for lodging the complaint and it is handiwork of the informant merely to divert the attention from his illegalities and civil proceedings going on before NCLT. It is further contended that the motive behind filing the present FIR against the present applicant and other accused who all are relatives and family members of the informant and having important positions in the company is to grab all the assets and properties of both the companies and to sell out the same and to run away to some other country.

6 It is further contended that the informant was not having any complaint against the present applicant and other accused till the informant was able to sell the properties of M/s Supreme Transport Organization Pvt. Ltd. till the above order by NCLT had been passed restraining the informant selling properties of M/s Supreme Transport Organization Pvt. Ltd. The present FIR is filed after the said order to

fulfill the grudges and oblique motives with intention to pressurize and harass them, so he could sell the properties of M/s Supreme Transport Organization Pvt. Ltd. The dispute between the parties is pending for adjudication before NCLT and the present FIR is an abuse of the process of law. Claiming herself to be innocent, the applicant has contended that she is falsely implicated by the informant with oblique motive and to pressurize the applicant. The applicant is ready to co-operate the Investigating Agency and to abide the terms and conditions imposed by the Court. The applicant, therefore, prayed for her release on anticipatory bail.

7           The prosecution vide say Exh. 05 resisted the application mainly on the ground that from the verification of the bank account it has been revealed that an amount of Rs. 27,98,731/- was transferred from the bank account of the company to her bank account and she had misappropriated the same. The said amount is yet to be recovered from the applicant. No relevant information has been given in the application regarding the purpose for which the said misappropriated amount was used by the applicant. The applicant has committed this crime in collusion with other co-accused. No satisfactory explanation is put forth as to how such huge amount has been transferred in the account of the applicant. The amount deposited in the account of the applicant has been withdrawn immediately. In order to elicit material information and to recover the misappropriated amount, her custodial interrogation will be required. There is possibility of tampering the evidence by the applicant, if she is granted anticipatory bail. The informant also resisted the application by filing intervener application.

8 The learned APP placed reliance upon -

1) **P. Chidambaram Vs Directorate of Enforcement AIROnline 2019 SC 1001** and 2) **Jai Prakash Singh Vs State of Bihar and anr. AIR 2012 SUPREME COURT 1676** wherein the Hon'ble Supreme Court observed that “ *power under Section 438 Cr.P.C. is an extraordinary power and the same has to be exercised sparingly. The privilege of the pre-arrest bail should be granted only in exceptional cases. The judicial discretion conferred upon the court has to be properly exercised after application of mind as to the nature and gravity of the accusation; possibility of applicant fleeing justice and other factors to decide whether it is a fit case for grant of anticipatory bail.* ”

He further relied upon 3) **Nilesh Vishwas Shelke Vs State of Maharashtra AIROnline 2019 Bom 2850**, 4) **Sukesh Gupta Vs State of Maharashtra AIROnline 2021 Bom 3141** and 5) **Nilesh Sahebrao Pawar Vs State of Maharashtra AIROnline 2020 Bom 3162** wherein when after considering the FIR and the documents and the investigation conducted by the Investigating Officer, prima facie disclosed the complicity of the applicants in the crime, the Hon'ble Bombay High Court held that custodial interrogation of the applicant is necessary and rejected the anticipatory bail application of the applicant.

The learned APP thus prayed that the present application be rejected.

9 After going through the FIR, it is seen that Pinki Agrawal is the cousin of the informant and the real sister of main accused i.e. Vimal and Girish Agarwal. In para. Nos. j), k), l) and o) of her application, she has admitted receiving the money rather it is her case that she was supposed to receive more. She has relied upon the copy of

TDS Certificate/details as well as relevant pages of audited balance sheet of Supreme Transport Pvt. Ltd. ( Exh.w of her application ), TDS Certificate/details as well as relevant pages of audited balance sheet Sangeeta Aviation Services Pvt. Ltd. ( Exh.x of her application ) and copy of ledger and bank statement ( Exh.y of her application ). By placing reliance on the said documents, it has been tried to explain by the applicant that the applicant was receiving the said amount by way of salary and later as consultancy fees. However, not a single document is produced on record to show as to on which post the applicant has been appointed in the said company nor any salary slip or any other document is filed on record.

10 On the other hand, learned APP has submitted that the applicant was not at all related to the company of the informant. There is misappropriation of total amount of more than Rs. 5 Crores and huge amount has been transferred in the account of the applicant. Therefore, to elicit material information and to recover the amount, custodial interrogation of the applicant will be required.

11 It is seen that in a major part of the application of the applicant, there are allegations of unauthorized and arbitrary decision taken by the informant with respect of the companies and also the details regarding the numerous cases filed against the informant. However, no sufficient explanation has been brought forth by the applicant regarding the alleged amount that had been transferred in her account. The offence is purely economic in nature. Merely that the informant is having earlier criminal antecedents, and his company has been declared insolvent itself is not sufficient, at this juncture, to hold

that the applicant has been falsely implicated just to pressurize her. On the contrary, on the basis of aforesaid facts and circumstances, the applicant is found to be prima-facie involved in committing the said offence. Investigation in this crime is at a primary stage. Having regard to the total misappropriated amount which is of Rs. 27,98,731/- by the accused, in my view, custodial interrogation of the applicant will certainly be required to elicit material information and to recover aforesaid amount. Though the applicant has stated that she is a woman with a family and minor children and so deserves protection of a liberty but as is the law that there can be no lenient approach based on the gender when sufficient prima-facie case has been made out against the accused. Thus, considering the facts and circumstances of the case and placing reliance on the observations of the Superior Courts in the case of 1) **P. Chidambaram (Supra)**, **Jai Prakash Singh (Supra)**, 3) **Nilesh Vishwas Shelke (Supra)**, 4) **Sukesh Gupta (Supra)**, and 5) **Nilesh Sahebrao Pawar (Supra)** with respect to consideration of the factors while deciding an Anticipatory Bail Application, following order is passed :-

**ORDER**

- 1) Anticipatory Bail Application No. 1038 of 2023 is hereby rejected and disposed of accordingly.
- 2) The concerned Police Station be informed accordingly.

sd/-

(DR. (SMT.) SRISHTY NEELKANTH )  
Additional Sessions Judge,  
City Civil Court, Borivali Division,  
Dindoshi, Goregaon, Mumbai.

Date : 20/07/2023

Dictated on Computer

Checked & Corrected on

Sign on

: 20/07/2023

: 21/07/2023

: 21/07/2023

CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER.”	
24/07/2023 at 11.31 a.m. UPLOAD DATE AND TIME	Mrs. S.B. Vichare NAME OF STENOGRAPHER
Name of Judge (with Court room no.)	HHJ Dr. (Smt) Srishty Neelkanth City Civil & Sessions Court, Borivali Div., Dindoshi, Mumbai ( C.R.No. 04 )
Date of Pronouncement of JUDGEMENT/ORDER	20/07/2023
JUDGEMENT/ORDER signed by P.O. on	21/07/2023
JUDGEMENT/ORDER uploaded on	24/07/2023

MHCC050033632023



**IN THE COURT OF SESSIONS AT DINDOSHI  
(BORIVALI DIVISION), GOREGAON, MUMBAI**  
**ANTICIPATORY BAIL APPLICATION NO. 1037 OF 2023**  
**IN**  
**( C. R. No. 155 of 2023 of Sahar Police Station, Mumbai )**

**Mrs. Nupur Vimal Agarwal,**

Age : 42 yrs., Indian Adult,

Occupation : Service,

R/o : Presently R/at B/306, Sai Krupa Elite,

Doddenkundi Fern City Road,

Behind IDBA BANK, Opp. Total Mall,

Doddanekkundi Bangalor North,

Bangalore, Karnataka : 560037

**..Applicant**

V/s

**The State of Maharashtra**

(through Sahar Police Station, Mumbai)

**..Respondent**

Ld. Adv. Rakesh Singh, for the applicant.

Ld. APP P. K. Mahajan, for the State.

Ld. Adv. P. Ranjan, for the intervenor.

**CORAM : H.H. THE ADDITIONAL SESSIONS JUDGE  
DR. (SMT.) SRISHTY NEELKANTH (C.R.NO.4)**

**DATE : 20<sup>th</sup> July, 2023**

**ORAL ORDER**

This is an application for the grant of anticipatory bail under Section 438 of the Code of Criminal Procedure, in connection

with C.R. No. 155 of 2023 registered with Sahar Police Station, for the offences punishable under Sections 408, 409, 477-A, 420 read with 120(B) and 34 of the Indian Penal Code.

2 On 25.04.2023, at the instance of one Ameet Kamal Agarwal, aforesaid offence came to be registered.

The facts of the case as appears from the FIR are that :-

The informant is the Chairman and the Executive Director of Supreme Transport Pvt. Ltd. and Sangeeta Aviation Service Pvt. Ltd. Apart from the informant, his father, his younger brother, other co-accused namely Vimal Agarwal and Girish Agarwal are also the Directors in Supreme Transport Pvt. Ltd. The main business of the said company is road transport and air transport of goods. The company owns some vehicles and aircraft. Apart from this, vehicles are taken on rent basis as required for the business of the company. The main office of the said company is at Mumbai and its branches and divisional offices are at Panvel, Kalamboli, Rajasthan, Gujarat, Delhi and Bangalore. Vimal Agarwal and Girish Agarwal are the cousins of the informant and reside at Bangalore and Delhi respectively. Both of them stay in Mumbai for a few days every month and participate in the day-to-day affairs of the company.

3 Supreme Transport Pvt. Ltd. company is running in loss since 2012. The entire work of both these companies is being looked after from the office situated at Andheri (E). The National Company Law Tribunal ( N.C.L.T. ) by an order dated 10.08.2021 had declared Sangeeta Aviation Service Pvt. Ltd. Company as an insolvent. Appeal against the Impugned Order of the N.C.L.T. is subjudice before the Appellate Court. In the year 2014, one of the co-accused namely Varun

Ramesh Kakriya was appointed as an Assistant. In the year 2016, the other co-accused Kamlesh Bhairav Tatawat was appointed as Chief Finance Officer and his cousin brother Mukesh Bhairav Tatawat was appointed as Chief Operation Officer in the company of the informant. As the informant had to often go abroad and to various other places in India, therefore, to look after the financial affairs of both the companies, the entire responsibility was handed over to Kamlesh Bhairav Tatawat. The old friends of the informant i.e. Swapnil Chavan and Atul Pandey also used to visit the office of the company.

4 As a CEO of the company, in the month of July 2022, the informant came to know that some amount was to be recovered from Nippon Ltd. Company. Therefore, after issuing several e-mail correspondence, the informant was informed on 26.08.2022 by the officials of Nippon Company Ltd. that on 26.07.2022, they had deposited Rs. 3,22,616/- in the Bank of India account of the company. The informant also came to know that on 27.07.2022, Rs. 3,23,278/- came to be transferred from the said account in the bank account of Vimal Agarwal. After enquiry, the informant came to know that there had been misappropriation of huge amount in the company. The informant, therefore, enquired about the financial transactions of the company through the Chartered Accountant of the company. After getting an Enquiry Report, the informant came to know that the applicant along with other accused had misappropriated total amount of Rs. 6,27,36,180/- by transferring the respective amounts in their accounts through the accounts of the companies. Accordingly, report came to be lodged in the Sahar Police Station.

5 By this application the applicant has contended that the informant is part of family of the applicant and is her cousin brother-in-law. The applicant is wife of Mr. Vimal Agarwal, who is one of the original directors and shareholders of M/s Supreme Transport Organization Pvt. Ltd. Her brother-in-law Vimal Agarwal, her husband and the informant are the directors of the M/s Supreme Transport Organization Pvt. Ltd. The informant is not the shareholder of M/s Supreme Transport Organization Pvt. Ltd. The applicant was initially paid salary and House Rent Allowances and later on was paid consultancy fees by M/s Supreme Transport Organization Pvt. Ltd. It is further contended that the applicant is falsely implicated in the present crime.

6 It is further contended that by an order dtd. 10.08.2021, NCLT-III, Mumbai suspended all the Directors and employees of the Sangeeta Aviation Services Pvt. Ltd. company and the Hon'ble Tribunal had appointed Mr. Bijendra Zha as a IRP to carry out the remaining process. Therefore, the informant was having no locus/authority to file the present FIR, as all the management and control is vested with IRP. As far as M/s Supreme Transport Organization Pvt. Ltd. is concerned, no Board Meeting has been called for lodging the complaint and it is handiwork of the informant merely to divert the attention from his illegalities and civil proceedings going on before NCLT. It is further contended that the motive behind filing the present FIR against the present applicant and other accused who all are relatives and family members of the informant and having important positions in the company is to grab all the assets and properties of both the companies and to sell out the same and to run away to some other country.

7           It is further contended that the informant was not having any complaint against the present applicant and other accused till the informant was able to sell the properties of M/s Supreme Transport Organization Pvt. Ltd. till the above order by NCLT had been passed restraining the informant selling properties of M/s Supreme Transport Organization Pvt. Ltd. The present FIR is filed after the said order to fulfill the grudges and oblique motives with intention to pressurize and harass them, so he could sell the properties of M/s Supreme Transport Organization Pvt. Ltd. The dispute between the parties is pending for adjudication before NCLT and the present FIR is an abuse of the process of law. Claiming herself to be innocent, the applicant has contended that she is falsely implicated by the informant with oblique motive and to pressurize the applicant. The applicant is ready to co-operate the Investigating Agency and to abide the terms and conditions imposed by the Court. The applicant, therefore, prayed for her release on anticipatory bail.

8           The prosecution vide say Exh. 05 resisted the application mainly on the ground that from the verification of the bank account it was revealed that an amount of Rs. 35,09,056/- was transferred from the bank account of the company to the applicant's bank account and she had misappropriated the same. No relevant information has been given in the application regarding the purpose for which the said amount was used by the applicant. The applicant is hiding the truth about where she disposed of the money embezzled by her and thus, it shows her aim to obstruct the investigation. If the applicant is granted anticipatory bail, she may abscond and there is possibility of tampering with the evidence. It is further submitted that the custodial

interrogation of the applicant is required as the investigation of the said crime is at a preliminary stage. The applicant and other accused have embezzled more than 6 crores by diverting the money of M/s Supreme Transport Organization Pvt. Ltd. and M/s Sangeeta Aviation Services Pvt. Ltd. to their own bank account during the period from 2018 to 2022 in a pre-planned conspiracy. From the verification of the applicant's bank account, it is revealed that she has immediately withdrawn all the embezzled amount and invested it in Shares, Fixed Deposit or elsewhere. The custodial interrogation of the applicant is required to seize the said amount. There is possibility that the applicant with the help of other accused may have purchased immovable or movable property with the embezzled amount or invested in other places and the investigation in respect of that is going on. The investigation revealed that the family member of the applicant was also involved in disposing of the embezzled amount and accordingly she is to be investigated. It will not be possible to seize the property of embezzlement in the said crime if pre-arrest bail is granted. It is further submitted that the Chartered Accountant of the company Loya and Mundada in their report had contended that the records of the above amount transferred to the bank account of the accused have not been found in the account book of the company. The informant also resisted the application by filing intervener application.

9           The learned APP placed reliance upon -

1) **P. Chidambaram Vs Directorate of Enforcement AIR Online 2019 SC 1001** and 2) **Jai Prakash Singh Vs State of Bihar and anr. AIR 2012 SUPREME COURT 1676** wherein the Hon'ble Supreme Court observed that “ *power under Section 438 Cr.P.C. is an extraordinary*

*power and the same has to be exercised sparingly. The privilege of the pre-arrest bail should be granted only in exceptional cases. The judicial discretion conferred upon the court has to be properly exercised after application of mind as to the nature and gravity of the accusation; possibility of applicant fleeing justice and other factors to decide whether it is a fit case for grant of anticipatory bail. ”*

He further relied upon 3) **Nilesh Vishwas Shelke Vs State of Maharashtra AIROnline 2019 Bom 2850**, 4) **Sukesh Gupta Vs State of Maharashtra AIROnline 2021 Bom 3141** and 5) **Nilesh Sahebrao Pawar Vs State of Maharashtra AIROnline 2020 Bom 3162** wherein when after considering the FIR and the documents and the investigation conducted by the Investigating Officer, prima facie disclosed the complicity of the applicants in the crime, the Hon'ble Bombay High Court held that custodial interrogation of the applicant is necessary and rejected the anticipatory bail application of the applicant.

The learned APP thus prayed that the present application be rejected.

10 I have considered the submissions of learned advocate for the applicant, learned advocate for the intervener, learned APP and Investigating Officer. I have also gone through the material placed on record by the parties and also perused the case diary.

11 It is seen that in a major part of the application of the applicant, there are allegations of unauthorized and arbitrary decisions taken by the informant with respect of the companies and also the details regarding the numerous cases filed against the informant. However, no sufficient explanation has been brought forth by the

applicant regarding the alleged amount that had been transferred in her account. The offence is purely economic in nature. Merely that the informant is having earlier criminal antecedents, and his company has been declared insolvent itself is not sufficient, at this juncture, to hold that the applicant has falsely implicated just to pressurize her. On the contrary, on the basis of aforesaid facts and circumstances, the applicant is found to be prima-facie involved in committing the said offence. Investigation in this crime is at a primary stage. Having regard to the total misappropriated amount which is of Rs. 35,09,056/- by the applicant/accused, in my view, custodial interrogation of the applicant will certainly be required to elicit material information and to recover aforesaid amount. The investigating officer has also filed the audit report of Supreme Transport Organization Private Limited and Sangeeta Aviation Services Private Limited for the period of 2018 till date conducted by Loya and Mundada Chartered Accountants. The said report shows the unauthorized transfer of Rs. 47,67,981/- in the account of the applicant. Though the applicant has stated that she is a woman with a family and minor children and so deserves protection of her liberty but as is the law that there can be no lenient approach based on gender when sufficient prima-facie case has been made out against the accused. Thus, considering the facts and circumstances of the case and placing reliance on the observations of the Superior Courts in the case of 1) **P. Chidambaram (Supra)**, **Jai Prakash Singh (Supra)**, 3) **Nilesh Vishwas Shelke (Supra)**, 4) **Sukesh Gupta (Supra)**, and 5) **Nilesh Sahebrao Pawar (Supra)** with respect to consideration of the factors while deciding an Anticipatory Bail Application, following order is passed :-

**ORDER**

- 1) Anticipatory Bail Application No. 1037 of 2023 is hereby rejected and disposed of accordingly.
- 2) The concerned Police Station be informed accordingly.

sd/-

(DR. (SMT.) SRISHTY NEELKANTH )  
 Additional Sessions Judge,  
 City Civil Court, Borivali Division,  
 Dindoshi, Goregaon, Mumbai.

Date : 20/07/2023

Dictated on Computer : 20/07/2023  
 Checked & Corrected on : 21/07/2023  
 Sign on : 21/07/2023

CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER.”

24/07/2023 at 11.29 a.m.  
 UPLOAD DATE AND TIME

Mrs. S.B. Vichare  
 NAME OF STENOGRAPHER

Name of Judge (with Court room no.)	HHJ Dr. (Smt) Srishty Neelkanth City Civil & Sessions Court, Borivali Div., Dindoshi, Mumbai ( C.R.No. 04 )
Date of Pronouncement of JUDGEMENT/ORDER	20/07/2023
JUDGEMENT/ORDER signed by P.O. on	21/07/2023
JUDGEMENT/ORDER uploaded on	24/07/2023

MHCC050024412023



**IN THE COURT OF SESSIONS AT DINDOSHI  
(BORIVALI DIVISION), GOREGAON, MUMBAI**

**ANTICIPATORY BAIL APPLICATION NO. 763 OF 2023**

**IN**

**( C. R. No. 155 of 2023 of Sahar Police Station, Mumbai )**

**Mr. Vimal Agarwal**

Age : 43 yrs., Indian Adult,

Occupation : Service,

R/o : Presently R/at B-306, Sai Krupa Elite,

Doddenkundi Fern City Road,

Bangalore, Karnataka : 560 037

**..Applicant**

**V/s**

**The State of Maharashtra**

(through Sahar Police Station, Mumbai)

**..Respondent**

Ld. Adv. Rakesh Singh, for the applicant.

Ld. APP P. K. Mahajan, for the State.

Ld. Adv. Ajinkya Pokharkar, for the intervenor.

**CORAM : H.H. THE ADDITIONAL SESSIONS JUDGE  
DR. (SMT.) SRISHTY NEELKANTH (C.R.NO.4)**

**DATE : 20<sup>th</sup> July, 2023**

**ORDER**

This is an application for the grant of anticipatory bail under Section 438 of the Code of Criminal Procedure, in connection with C.R. No. 155 of 2023 registered with Sahar Police Station, for the

offences punishable under sections 408, 409, 477-A, 420 read with 120(B) and 34 of the Indian Penal Code.

2 On 25.04.2023, at the instance of one Ameet Kamal Agarwal, aforesaid offence came to be registered.

The facts of the case as appears from the FIR are that :-

The informant is the Chairman and the Executive Director of Supreme Transport Pvt. Ltd. and Sangeeta Aviation Service Pvt. Ltd. Apart from the informant, his father, his younger brother, other co-accused namely Vimal Agarwal ( the applicant herein ) and Girish Agarwal are also the Directors in Supreme Transport Pvt. Ltd. The main business of the said company is road transport and air transport of goods. The company owns some vehicles and aircraft. Apart from this, vehicles are taken on rent basis as required for the business of the company. The main office of the said company is at Mumbai and its branches and divisional offices are at Panvel, Kalamboli, Rajasthan, Gujarat, Delhi and Bangalore. The applicant i.e Vimal Agarwal and Girish Agarwal are the cousins of the informant and reside at Bangalore and Delhi respectively. Both of them stay in Mumbai for a few days every month and participate in the day-to-day affairs of the company.

3 Supreme Transport Pvt. Ltd. company is running in loss since 2012. The entire work of both these companies is being looked after from the office situated at Andheri (E). The National Company Law Tribunal ( N.C.L.T. ) by an order dated 10.08.2021 had declared Sangeeta Aviation Service Pvt. Ltd. Company as an insolvent. Appeal against the Impugned Order of the N.C.L.T. is subjudice before the Appellate Court. In the year 2014, one of the co-accused namely Varun

Ramesh Kakriya was appointed as an Assistant. In the year 2016, the other co-accused Kamlesh Bhairav Tatawat was appointed as Chief Finance Officer and his cousin brother Mukesh Bhairav Tatawat was appointed as Chief Operation Officer in the company of the informant. As the informant had to often go abroad and to various other places in India, therefore, to look after the financial affairs of both the companies, the entire responsibility was handed over to Kamlesh Bhairav Tatawat. The old friends of the informant i.e. Swapnil Chavan and Atul Pandey also used to visit the office of the company.

4 As a CEO of the company, in the month of July 2022, the informant came to know that some amount was to be recovered from Nippon Ltd. Company. Therefore, after issuing several e-mail correspondence, the informant was informed on 26.08.2022 by the officials of Nippon Company Ltd. that on 26.07.2022, they had deposited Rs. 3,22,616/- in the Bank of India account of the company. The informant also came to know that on 27.07.2022, Rs. 3,23,278/- came to be transferred from the said account in the bank account of the applicant. After enquiry, the informant came to know that there had been misappropriation of huge amount in the company. The informant, therefore, enquired about the financial transactions of the company through the Chartered Accountant of the company. After getting an Enquiry Report, the informant came to know that the applicant along with other accused had misappropriated total amount of Rs. 6,27,36,180/- by transferring the respective amounts in their accounts through the accounts of the companies. Accordingly, report came to be lodged in the Sahar Police Station.

5 By this application the applicant has contended that the informant is the cousin brother of the applicant. The applicant and the informant are both the directors of M/s Supreme Transport Organization Pvt. Ltd. The applicant is the shareholder of M/s Supreme Transport Organization Pvt. Ltd. Whereas the informant is not the shareholder of the M/s Supreme Transport Organization Pvt. Ltd.

6 It is further contended that by an order dtd. 10.08.2021, NCLT-III, Mumbai suspended all the Directors and employees of the Sangeeta Aviation Services Pvt. Ltd. company and the Hon'ble Tribunal had appointed Mr. Bijendra Zha as a Interim Resolution Professional (IRP) to carry out the remaining process. Therefore, the informant was having no locus/authority to file the present FIR, as all the management and control is vested with IRP. As far as M/s Supreme Transport Organization Pvt. Ltd. is concerned, no Board Meeting has been called for lodging the complaint and it is handiwork of the informant merely to divert the attention from his illegalities and civil proceedings going on before NCLT. It is further contended that the motive behind filing the present FIR against the present applicant and other accused who all are relatives and family members of the informant and having important positions in the company is to grab all the assets and properties of both the companies and to sell out the same and to run away to some other country.

7 It is further contended that the informant was not having any complaint against the present applicant and other accused till the informant was able to sell the properties of M/s Supreme Transport Organization Pvt. Ltd. till the above order by NCLT had been passed

restraining the informant selling properties of M/s Supreme Transport Organization Pvt. Ltd. The present FIR is filed after the said order to fulfill the grudges and oblique motives with intention to pressurize and harass them, so he could sell the properties of M/s Supreme Transport Organization Pvt. Ltd. The dispute between the parties is pending for adjudication before NCLT and the present FIR is an abuse of the process of law. Claiming herself to be innocent, the applicant has contended that she is falsely implicated by the informant with oblique motive and to pressurize the applicant. The applicant is ready to co-operate the Investigating Agency and to abide the terms and conditions imposed by the Court. The applicant, therefore, prayed for her release on anticipatory bail.

8           The prosecution vide say Exh. 05 resisted the application mainly on the ground that from the verification of the bank account it has been revealed that an amount of Rs. 2,10,42,148/- was transferred from the bank account of the company to applicant's bank account and he had misappropriated the same. The said amount is yet to be recovered from the applicant. No relevant information has been given in the application regarding the purpose for which the said misappropriated amount was used by the applicant. The applicant has committed this crime in collusion with other co-accused. No satisfactory explanation is put forth as to how such huge amount has been transferred in the account of the applicant. The amount deposited in the account of the applicant has been withdrawn immediately. It is further submitted that in order to elicit material information and to recover the misappropriated amount, his custodial interrogation will be required. There is possibility of tampering the evidence by the applicant, if he is

granted anticipatory bail. The informant also resisted the application by filing intervener application.

9 The learned APP placed reliance upon -

**1) P. Chidambaram Vs Directorate of Enforcement AIROnline 2019 SC 1001 and 2) Jai Prakash Singh Vs State of Bihar and anr. AIR 2012 SUPREME COURT 1676** wherein the Hon'ble Supreme Court observed that “ *power under Section 438 Cr.P.C. is an extraordinary power and the same has to be exercised sparingly. The privilege of the pre-arrest bail should be granted only in exceptional cases. The judicial discretion conferred upon the court has to be property exercised after application of mind as to the nature and gravity of the accusation; possibility of applicant fleeing justice and other factors to decide whether it is a fit case for grant of anticipatory bail.* ”

He further relied upon **3) Nilesh Vishwas Shelke Vs State of Maharashtra AIROnline 2019 Bom 2850, 4) Sukesh Gupta Vs State of Maharashtra AIROnline 2021 Bom 3141 and 5) Nilesh Sahebrao Pawar Vs State of Maharashtra AIROnline 2020 Bom 3162** wherein when after considering the FIR and the documents and the investigation conducted by the Investigating Officer, prima facie disclosed the complicity of the applicants in the crime, the Hon'ble Bombay High Court held that custodial interrogation of the applicant is necessary and rejected the anticipatory bail application of the applicant.

The learned APP thus prayed that the present application be rejected.

10 It is seen that the applicant is the cousin brother of the informant and the Director of Supreme Transport Pvt. Ltd. The

informant has in the FIR given the particulars of the applicant and all the co-accused regarding the amount which were transferred in their accounts from 2018 to 2022. It is seen from the say filed by the Investigating Officer, that an amount of Rs. 2,01,42,148/- was transferred in the account of the applicant during the period from 03.04.2018 to 09.07.2022 from the accounts of Sangeeta Aviation Service Pvt. Ltd., Supreme Transport Pvt. Ltd. and Ameet Agarwal i.e. the informant. It is contended by the applicant that since he was a Director in the company so he was receiving the said amount by way of salary. However, the audit report filed by the Investigating Officer reveals the contrary. It shows that Rs. 2,42,58,208/- were siphoned off in the account of the applicant. No resolution has been filed that has been passed by the board of directors of both the companies regarding the transferred amount. The investigation prima-facie reveals that the accused had embezzled the said amount. It is revealed from the investigation that he applicant received money in the form of rent two to three times in a month from Supreme Transport Pvt. Ltd. and there is no evidence in the bank statement as well as in the account of the company as to how and for what purpose the money from several transactions has been diverted to his account. It has been further revealed in the investigation that on 11.11.2022, the applicant and Girish Agarwal had filed a suit before the Hon'ble NCLT in respect that the Supreme Transport Pvt. Ltd. had not paid any kind of remuneration to them since 01.04.2019. But when the bank accounts of the applicant were verified, during the period from 2018 to 2022, huge amount of Rs. 2,10,42,148/- had been diverted to his accounts, indicating that he tried to mislead the authority by filing a claim against the company before the NCLT that he has not received any payment from the company since

2018. It is further revealed in the investigation that the applicant is the Director of the Supreme Transport Pvt. Ltd. And Sangeeta Aviation Services Pvt. Ltd. But after verifying the bank account of the applicant, no such sanctioned decision of the Board of Directors regarding the amount of embezzlement deposited in his account has been submitted by the applicant.

11 It is the case of the prosecution that the other family members are alleged to be involved in the crime of misappropriation of huge amounts from the company. The remaining accused who are the relatives of the applicant i.e. Smt. Nupur Agarwal, Samiksha Agarwal and Pinki Agarwal, in the conspiracy of the said crime, are not holding any position in the company of the informant, but it is found that they received money from various accounts of the company four to five times per month in the name of salary and rent. This shows the pre-planned conspiracy of the accused.

12 The offence is purely economic in nature. Serious allegations of misappropriation of Rs. 2,10,42,148/- is made against the applicant himself. The investigation is still in progress. From the documents filed on record prima-facie it is seen that the applicant was involved in the commission of the crime. There are prima-facie ingredients of fabrication of documents. This entire case is based on documentary evidence. The possibility of tampering with the evidence cannot be ruled out, if the applicant is released on bail. Thus, considering the facts and circumstances of the case and placing reliance on the observations of the Superior Courts in the case of 1) **P. Chidambaram (Supra)**, **Jai Prakash Singh (Supra)**, 3) **Nilesh Vishwas**

**Shelke (Supra), 4) Sukesh Gupta (Supra), and 5) Nilesh Sahebrao Pawar (Supra)** with respect to consideration of the factors while deciding an Anticipatory Bail Application, following order is passed :-

**ORDER**

- 1) Anticipatory Bail Application No. 763 of 2023 is hereby rejected and disposed of accordingly.
- 2) The concerned Police Station be informed accordingly.

sd/-

(DR. (SMT.) SRISHTY NEELKANTH )  
Additional Sessions Judge,  
City Civil Court, Borivali Division,  
Dindoshi, Goregaon, Mumbai.

Date : 20/07/2023

Dictated on Computer : 20/07/2023  
Checked & Corrected on : 21/07/2023  
Sign on : 21/07/2023

CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER.”	
24/07/2023 at 11.08 a.m. UPLOAD DATE AND TIME	Mrs. S.B. Vichare NAME OF STENOGRAPHER
Name of Judge (with Court room no.)	HHJ Dr. (Smt) Srishty Neelkanth City Civil & Sessions Court, Borivali Div., Dindoshi, Mumbai ( C.R.No. 04 )
Date of Pronouncement of JUDGEMENT/ORDER	20/07/2023
JUDGEMENT/ORDER signed by P.O. on	21/07/2023
JUDGEMENT/ORDER uploaded on	24/07/2023



MHCC050023582023



**IN THE COURT OF SESSIONS AT DINDOSHI  
(BORIVALI DIVISION), GOREGAON, MUMBAI**  
**ANTICIPATORY BAIL APPLICATION NO. 736 OF 2023**  
**IN**  
**( C. R. No. 155 of 2023 of Sahar Police Station, Mumbai )**

**Mr. Rajesh Bhagwandas Agarwal,**

Age : 51 yrs., Indian Adult, Occupation : service,

R/o : Flat No. 108, Wing-1-B,

Walchand Jyot CHS Ltd. Near Post Office,

Pathak Road, Bhayander West, - 401 101

Maharashtra

**..Applicant**

**V/s**

**The State of Maharashtra**

(through Sahar Police Station, Mumbai)

**..Respondent**

Ld. Adv. Manish Rathod along with Adv. Sudhir Chaudhary, for the applicant.

Ld. APP Smt. Poornima chavan, for the State.

Ld. Adv. Ajinkya Pokharkar, for the intervenor.

**CORAM : H.H. THE ADDITIONAL SESSIONS  
JUDGE R.M. MISHRA  
(C.R.NO.4)**

**DATE : 12<sup>th</sup> May, 2023**

**ORAL ORDER**

This is an application for the grant of anticipatory bail under section 438 of the Code of Criminal Procedure, in connection with C.R. No. 155 of 2023 registered with Sahar Police Station, for the offences punishable under sections 408, 409, 477-A, 420 read with 120(B) and 34 of the Indian Penal Code.

2 On 25/04/2023, at the instance of one Ameet Kamal Agarwal, aforesaid offence came to be registered.

The informant is the chairman and the Executive Director of Supreme Transport Pvt. Ltd. and Sangeeta Aviation Service Pvt. Ltd. Apart from the informant and his younger brother, other co-accused namely Vimal Agarwal and Girish Agarwal are also the Directors in Supreme Transport Pvt. Ltd. The said company is running in loss since 2012. The entire work of both these companies are being looked after from the office situated at Andheri (E). N.C.L.T. Tribunal by an order dtd. 10/08/2021 declared Sangeeta Aviation Service Pvt. Ltd. Company as an insolvent and appeal against the Impugned Order is subjudice before the Appellate Court. In the year 2014, one of the co-accused namely Varun Ramesh Kakriya was appointed as an Assistant and in the year 2016 other co-accused Kamlesh Bhairav Tatawat was appointed as Chief Finance Officer and his cousin brother Mukesh Bhairav Tatawat was appointed as Chief Operation Officer in the company of the informant. The informant used to visit abroad and at several other places in India, therefore, to look after the financial affairs of both companies through online/offline, the entire responsibility was handed over to Kamlesh Bhairav Tatawat.

3 As a CEO of the company, in the month of July 2022, the informant came to know that some amount is to be recovered from Nippon Ltd. Company, therefore, after issuing several e-mail correspondence, the informant was informed on 26/08/2022 by the officials of Nippon Company Ltd. that on 26/07/2022, they have deposited Rs. 3,22,616/- in the Bank of India account of the company. The informant also came to know that on 27/07/2022 Rs. 3,23,278/- came to be transferred from the said account in the bank account of Vimal Agarwal. After enquiry, the informant came to know that there is misappropriation of huge amount in the company. The informant, therefore, made enquiry about the financial transactions of the company through the Chartered Accountant of the company. After getting Enquiry Report, the applicant came to know that the accused persons including the applicant have misappropriated total amount of Rs. 6,27,36,180/- by transferring the respective amounts in their accounts through the account of the company. Accordingly, report came to be lodged.

4 By this application the applicant has contended that he is the cousin brother-in-law of the applicant. The applicant claimed himself to be the proprietor of Balaji Enterprises involved in the business of trading of goods and service to their customers. In the year 2017, the applicant joined M/s Supreme Transport Pvt. Ltd., on the salary of Rs. 30,000/- per month. Being a family member, the applicant used to handle various projects of the company and he was responsible to make payment to the labourers and payment of daily expenses, travelling expenses, etc. The aforesaid company used to transfer funds in the bank account of the applicant to make the payment to the labours

and payment towards other expenditure of the companies and the applicant was sincerely performing his duty. As company namely Sangeeta Aviation Pvt. Ltd. was running in loss, therefore, one of the financial creditors filed Company Petition under the provisions of the Insolvency and Bankruptcy Code, 2016 read with Rules therein. Accordingly, by an order dtd. 10/08/2021, NCLT-III, Mumbai suspended all the Directors and employees of the said company and the Hon'ble Tribunal has appointed Mr. Bijendra Zha as a IRP to carry out remaining process. During the period from 27/02/2019 to 04/09/2020, the applicant had received Rs. 84,81,012/- only from the account of Sangeeta Aviation Pvt. Ltd. in his personal account which has been utilized for payment of the employees, labours and towards other expenses in respect of both these companies. The applicant was reimbursed by paying Rs. 2,36,312/- towards the said transaction.

5 Moreover, during the period from 27/02/2019 to 04/09/2020, the applicant's company sold out goods of Rs. 33,78,245/- to M/s Sangeeta Aviation Pvt. Ltd. and against the said invoices, the said company transferred Rs. 24,64,759/- in the account of the Balaji Enterprises. The applicant still has to recover Rs.9,13,486/- from M/s Sangeeta Aviation Pvt. Ltd. It is further contended that the informant has misappropriated several properties of the aforesaid company, therefore, several proceedings have been filed before the Hon'ble NCLT against the Directors of the said company. In view of the order dtd. 05/12/2022 passed by the Hon'ble NCLT, the informant and the other Directors are not authorized to deal with any of the properties of the said company. Claiming himself to be innocent, the applicant has contended that he is falsely implicated by the informant with oblique

motive and to pressurize the applicant. The applicant is ready to cooperate the Investigating Agency and to abide the terms and conditions imposed by the Court. The applicant, therefore, prayed for his release on anticipatory bail.

6           The prosecution vide say Exh. 04 resisted the application mainly on the ground that neither the applicant nor his company was related in any manner with the company of the informant. No satisfactory explanation is put forth as to how such huge amount has been transferred in the account of the applicant. The amount deposited in the account of the applicant has been withdrawn immediately. The applicant has committed this crime in collusion with other co-accused. In order to elicit material information and to recover the misappropriated amount, his custodial interrogation will be required. There is possibility of tampering the evidence by the applicant, if he is granted anticipatory bail. The informant also resisted the application by filing intervener application.

7           I have considered the submissions of learned advocate for the applicant, learned advocate for the intervener, learned APP and Investigating Officer. I have also gone through the material placed on record by the parties and also perused the case diary.

8           During the course of arguments, learned advocate for the applicant emphasized mainly on the copies of WhatsApp chats to show that the amount which was transferred time to time in the account of the applicant has been approved by the informant by issuing messages. The learned advocate for the applicant also relied on the copies of

extracts of bank account of the applicant to show the amount was time to time received by the applicant. It is submitted that the applicant was paid these amounts by way of salary as well as towards the goods supplied by his company to the company of the informant. Learned advocate for the applicant also invited my attention towards the copies of invoice bills to show that the applicant company used to provide goods to M/s Sangeeta Aviation Pvt. Ltd. Learned advocate for the applicant also relied upon the copies of newspaper along with copy of FIR in Crime No. 249 of 2021 under sections 419 and 420 of the Indian Penal Code of Azad Maidan Police Station to show that the informant is having earlier criminal antecedent. Learned advocate for the applicant, therefore, vehemently submitted that the applicant is the relative of the informant and he has been falsely implicated only to pressurize this applicant.

Per contra, learned advocate for the intervener submitted that the FIR has been lodged against total 18 accused. As per the Audit Report, more than Rs. 86,00,000/- has been transferred in the account of the applicant which is not satisfactorily explained by the applicant. It is submitted that WhatsApp chats relied upon by the applicant is having no authenticity. In spite of the accounts of the applicant were seized, nothing is recovered by the Investigating Agency.

9           On the other hand, learned APP has submitted that the applicant was not at all related to the company of the informant. There is misappropriation of total amount of more than Rs. 5 Crores and huge amount has been transferred in the account of the applicant. Therefore, to elicit material information and to recover the amount, custodial interrogation of the applicant will be required.

10 After considering the submissions of both sides, I have carefully gone through the copies of documents on record coupled with the case diary. After careful consideration of the entire facts and circumstances, it reveals that the father of the complainant namely Kamal Agarwal and one Jagdishprasad Agarwal who was the real brother of Kamal Agarwal were the owners of Supreme Transport Pvt. Ltd. Company. Co-accused namely Girish and Vimal Agarwal are the sons of Jagdishprasad Agarwal. Thereafter the informant, his younger brother Aakash and co-accused Girish and Vimal became the Directors of Supreme Transport Pvt. Ltd. In the year 2012, the informant was appointed as an Executive Director and Chairman of the said company. It also reveals from the record that the company of the informant was running in loss, therefore, the Hon'ble NCLT Tribunal by an order dtd. 10/08/2021 declared the said company Sangeeta Aviation Pvt. Ltd. as an insolvent. While making allegations of misappropriation of amount of the company by the accused persons, the informant has given the particulars of each of the co-accused including the applicant regarding the amount which were transferred in their respective accounts during the period from 2018 to 2022. As can be seen from the FIR, in the account of the applicant Rs. 90,85,428/- was transferred from 27/02/2019 to 04/09/2020 which was transferred from the account of Sangeeta Aviation Pvt. Ltd. Moreover, during the period from 27/02/2019 to 04/09/2020 in the account of Balaji Enterprises owned by the applicant total Rs. 27,14,759/- has been transferred from the account of Sangeeta Aviation Pvt. Ltd.

11 As discussed earlier, by placing reliance on the copies of extracts of the bank accounts coupled with the copies of invoices, it has

been tried to be explained by the learned advocate for the applicant that the applicant was receiving the said amount by way of salary and to pay the salary of labours and to discharge other expenses of the company. It is also tried to be explained that the applicant's company Balaji Enterprises also used to supply goods to the company of the informant and towards the said transaction, the applicant had received these amounts.

12 In order to justify the aforesaid transactions, which were entered in the account of the applicant, it reveals that the applicant has put forth contradictory explanations. At one place, the applicant has contended that in the year 2017 he has joined M/s Supreme Transport Pvt. Ltd. as an employee on the salary of Rs. 30,000/- per month. However, not a single document is placed on record to show as to on which post the applicant was appointed as an employee in the said company nor any copy of salary slip etc. is filed on record. The applicant thereafter, come with the contention that he was supplying goods to the company of the informant through his company Balaji Enterprises. However, nothing is made clear as to what kind of goods he used to supply to the company of the informant. Not a single document is filed on record that the applicant and his Balaji Enterprises were appointed as vendor of the informant's company for the supply of any kind of goods. No specific business of Balaji Enterprises has been shown nor it is made clear as to what kind of services were rendered by the said company to the informant.

13 It reveals from the case diary that the applicant is the close relative of other co-accused namely Vimal and Girish Agarwal. Apart

from the applicant, other family members of these co-accused also shown to be involved in committing this crime while misappropriating huge amount of the aforesaid company. The offence is purely economic in nature. Merely the informant is having earlier criminal antecedent and his company has been declared insolvent itself is not sufficient, at this juncture, to hold that the applicant is falsely implicated just to pressurize the applicant. On the contrary, on the basis of aforesaid facts and circumstances, the applicant is found to be prima-facie involved in committing the said offence. Investigation in this crime is at a primary stage. Having regard to the total misappropriated amount which is of Rs. 1,18,00,187/- by the accused persons, in my view, custodial interrogation of the applicant will certainly be required to elicit material information and to recover aforesaid amount. Considering all these circumstances, following order is passed :

**ORDER**

- 1) Anticipatory Bail Application No. 736 of 2023 is hereby rejected and disposed of accordingly.
- 2) The concerned Police Station be informed accordingly.

Dt. 12/05/2023

Sd/-  
**(R.M. MISHRA)**  
Additional Sessions Judge,  
Borivali Div., Dindoshi, Mumbai

Dictated on : 12/05/2023  
Transcribed on : 12/05/2023  
Checked on : 12/05/2023  
Signed on : 12/05/2023

CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER.”	
12/05/2023 at 4.17 p.m. UPLOAD DATE AND TIME	Mrs. S.B. Vichare NAME OF STENOGRAPHER
Name of Judge (with Court room no.)	HHJ R.M. Mishra, City Civil & Sessions Court, Borivali Div., Dindoshi, Mumbai ( C.R.No. 04 )
Date of Pronouncement of JUDGEMENT/ORDER	12/05/2023
JUDGEMENT/ORDER signed by P.O. on	12/05/2023
JUDGEMENT/ORDER uploaded on	12/05/2023



N.C.R.B (एन.सी.आर.बी)

I.I.F.-I (एकीकृत अन्वेषण फॉर्म - १)

**FIRST INFORMATION REPORT**

(Under Section 154 Cr.P.C.)

प्रथम खबर अहवाल  
(कलम १५४ फौजदारी प्रक्रिया संहिता)

1. District (जिल्हा): बृहनमुंबई शहर

P.S.(ठाणे): सहार

Year (वर्ष): 2023

FIR No.(प्रथम खबर क्र.): 0207

Date and Time of FIR (प्र. ख. दिनांक आणि वेळ): 25/04/2023 16:56 बजे

S.No. (अ.क्र.)	Acts (अधिनियम)	Sections (कलम)
1	भारतीय दंड संहिता १८६०	120-B
2	भारतीय दंड संहिता १८६०	४०८
3	भारतीय दंड संहिता १८६०	४०९
4	भारतीय दंड संहिता १८६०	477-A
5	भारतीय दंड संहिता १८६०	४२०
6	भारतीय दंड संहिता १८६०	३४

3. (a) Occurrence of offence (गुन्ह्याची घटना):

1. Day(दिवस): दरमियानी दिन

Date From (दिनांक पासून): 01/04/2018

Time Period

Date To ( दिनांक पर्यंत): 31/07/2022

(कालावधी):

Time From (वेळेपासून): 00:00 बजे

Time To (वेळेपर्यंत): 00:00 बजे

(b) Information received at P.S. (माहिती मिळालेले पोलीस ठाणे):

Date (दिनांक ): 25/04/2023

Time (वेळ): 16:56 बजे

(c) General Diary Reference (रोजनामचा संदर्भ)

Entry No. (नोंद क्र.): 033

Date & Time (दिनांक आणि वेळ): 25/04/2023 16:56 बजे

4. Type of Information (माहितीचा प्रकार): Oral

5. Place of Occurrence (घटनास्थळ):

1.(a) Direction and distance from P.S.(पोलीस ठाण्यापासून दिशा व अंतर): पूर्व, 5 किमी

Beat No. (बिट क्र.):

(b) Address (पत्ता): कंपनीचे आसिफ 5/बी-34, 5/बी-32, अक्षय मित्तल इंडस्ट्रीयल इस्ट,अंधेरी कुर्ला रोड, अंधेरी पुर

(c) In case, outside the limit of this Police Station, then (या पोलीस ठाण्याच्या हद्दीबाहेर असल्यास):

Name of P.S.(पोलीस ठाण्याचे नाव):

District(State) (जिल्हा(राज्य)):

**6. Complainant / Informant (तक्रारदार/माहिती देणारा):**(a) **Name (नाव):** अमीत कमल अगरवाल(b) **Father's/Husband's Name (वडील / पती चे**(c) **Date/Year of Birth (जन्म तारीख/वर्ष):** 1989(d) **Nationality (राष्ट्रीयत्व):** भारत(e) **UID No. (यु.आय.डी. क्र.):**(f) **Passport No. (पारपत्र क्र.):****Date of Issue (दिल्याची तारीख):****Place of Issue (दिल्याचे ठिकाण):****(g) Id details (Ration Card, Voter ID Card, Passport, UID No., Driving License, PAN)**

ओळखपत्र विवरण (राशन कार्ड, मतदाता कार्ड, पासपोर्ट, यूआईडी सं., ड्राइविंग लाइसेंस, पॅन कार्ड)

S.No. (अ. क्र.)	Id Type (ओळखपत्राचा प्रकार)	Id Number (ओळखपत्राचा क्रमांक)
1		

**(h) Address (पत्ता):**

S.No. (अ. क्र.)	Address Type (पत्त्याचा प्रकार)	Address (पत्ता)
1	वर्तमान पता	901 बिकानेर भवन, जे बी नगर, अंधेरी पूर्व, मुंबई, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
2	स्थायी पता	901 बिकानेर भवन, जे बी नगर, अंधेरी पूर्व, मुंबई, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत

**(i) Occupation (व्यवसाय):**(j) **Phone number (फोन नं.):****Mobile (मोबाइल नं.):****7. Details of known/suspected/unknown accused with full particulars (माहीत असलेल्या / संशयित/अनोळखी आरोपीचा संपूर्ण पत्ता):**

S.No. (अ.क्र.)	Name (नाव)	Alias (उर्फनाव)	Relative's Name (नातेवाईकाचे नाव)	Present Address (वर्तमान पता)
1	विमल अगरवाल			1. बेंगलोर, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
2	गिरीश अगरवाल			1. माहिती नाही, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
3	कमलेश भैरव-तातावत			1. माहिती नाही, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
4	नुपर अगरवाल			1. माहिती नाही, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
5	समीक्षा अगरवाल			1. माहिती नाही, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
6	पिकी अगरवाल			1. माहिती नाही, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
7	स्वप्नील चव्हाण			1. माहिती नाही, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
8	स्नेहा चव्हाण			1. माहिती नाही, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
9	अतुल पांडे			1. माहिती नाही, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत

## I.I.F.-I (एकीकृत अन्वेषण फॉर्म - १)

10	रजनी पांडे			1. माहिती नाही ,सहार,बृहनमुंबई शहर, महाराष्ट्र,भारत
11	राजेश भगवानदास अगरवाल			1. माहिती नाही ,सहार,बृहनमुंबई शहर, महाराष्ट्र,भारत

8. Reasons for delay in reporting by the complainant/informant (तक्रारदार/माहिती देणा-याकडून तक्रार करण्यातील विलंबाची कारणे):

9. Particulars of properties of interest (संबंधीत मालमत्तेचा तपशील):

S.No. (अ.क्र.)	Property Category (मालमत्ता वर्ग)	Property Type (मालमत्ता प्रकार)	Description (वर्णन)	Value(In Rs/-) (मुल्य (रु. मध्ये))
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10 Total value of property (In Rs/-)-(चोरीस गेलेल्या मालमत्तेचे एकूण मुल्य (रु. मध्ये)):

11 Inquest Report / U.D. case No., if any (इन्क्वेस्ट अहवाल/ अकस्मात मृत्यू प्रकरण क्र.,जर असल्यास):

S.No. (अ.क्र.)	UIDB Number (यु.आय.डी. बी.क्र.)
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12 First Information contents (प्रथम खबर हकीकत ):

फिर्यादीचा सविस्तर जबाब सोबत जोडलेला आहे. गुरक्रं 155/23

श्री. अमीत कमल अगरवाल, वय 34 वर्षे, धंदा-व्यवसाय, रा.टी. 901 बिकानेर भवन, जे.बी. नगर, अंधेरी (पुर्व), मुंबई (मोबा-9870811224)

मी, वरील प्रमाणे असून वर नमुद पत्त्यावर माझे वडील श्री. कमल अगरवाल व आई श्रीमती संगीता अगरवाल यांच्या सोबत रहावयास आहे. माझे वडील श्री. कमल अगरवाल यांनी सन-2008 मध्ये सुप्रिम ट्रान्सपोर्ट प्रा लि या नावाची कंपनी सुरु केलेली आहे. मी संगीता एव्हीएशन सर्वीस प्रा लि या कंपनीची स्थापना सन-2012 मध्ये केलेली आहे. या दोन्ही कंपन्यामध्ये मी अध्यक्ष आणि कार्यकारी संचालक म्हणून सध्या कार्यरत आहे. दोन्ही कंपनीचे ऑसिफ 5/बी-34, 5/बी-32 अक्षय मित्तल इंडस्ट्रीयल इस्टेट, अंधेरी कुर्ला रोड, अंधेरी (पुर्व), मुंबई या ठिकाणी आहे.

कंपनीचे संचालक (1) श्री. विमल अगरवाल व (2) गिरीष अगरवाल आणि कंपनीचे सी.एफ.ओ (3) कमलेश भैरव-तातावत यांनी आपसात संगणमत करून एप्रिल-2018 ते जुलै-2022 या कालावधीत भाडे आणि वेतनाच्या नावाखाली कंपनीच्या एकूण 5 कोटी रुपयांचा अपहार केला असल्याबाबत मी डिसेबर-2022 मध्ये मा. पोलीस सह आयुक्त, आर्थिक गुन्हे शाखा, मुंबई यांच्याकडे तक्रार केली होती, परंतु त्यांनी माझी तक्रार स्थानीक पोलीस ठाण्याकडे पाठवली असल्याचे कळविलेले आहे. सबब मी दिनांक 07/01/2023 रोजी सहार पोलीस ठाणे येथे लेखी तक्रार केली असून त्या अनुषंगाने मी खालील प्रमाणे सविस्तर जबाब देत आहे.

सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीमध्ये मी स्वतः, तसेच माझे वडील श्री. कमल अगरवाल, माझा सख्खा धाकटा भाऊ श्री. आकाष अगरवाल आणि श्री. विमल अगरवाल व श्री. गिरीष अगरवाल असे एकूण 05 संचालक आहेत. सदर कंपनीचा मुख्य व्यवसाय मालाची रस्ते वाहतूक आणि हवाई वाहतूक करण्याचा आहे. कंपनीच्या मालकीची काही वाहने व विमान आहे. या व्यतीरीक कंपनीच्या व्यवसाया करीता आवश्यकते नुसार भाडे तत्वावर वाहने घेतली जातात. सदर कंपनीचे मुख्य कार्यालय मुंबईमध्ये असून पनवेल, कळंबोली, राजस्थान, गुजरात, दिल्ली आणि बंगलोर या ठिकाणी शाखा व विभागीय कार्यालये आहेत.

संचालकापैकी श्री. विमल अगरवाल हे बंगलोर येथे रहावयास आहेत. श्री. गिरीष अगरवाल हे दिल्ली येथे रहावयास आहेत. ते दोघेही नात्याने माझे चुलतभाऊ आहेत. त्यांचे दिवंगत वडील कै. जगदीशप्रसाद अगरवाल माझ्या वडीलांचे सख्खे मोठे भाऊ होते. कै. जगदीशप्रसाद अगरवाल यांच्या मृत्यु नंतर श्री. विमल अगरवाल आणि श्री गिरीष अगरवाल यांची परस्परातील सहमती नुसार सुप्रिम ट्रान्सपोर्ट कंपनीमध्ये संचालक म्हणून नियुक्ती करण्यात आली आहे. ते दोघेही प्रत्येक महिन्यातील काही दिवस मुंबईमध्ये राहून कंपनीच्या दैनंदिन कामकाजात सहभागी होत असत.

सुप्रिम ट्रान्सपोर्ट प्रा लि. ही कंपनी तोटयात व्यवसाय करीत असल्यामुळे सन-2012 साली आमच्या कुटुंबातील आपसातील समझौत्या नुसार माझी सदर कंपनीमध्ये कार्यकारी संचालक आणि अध्यक्ष म्हणून नेमणूक करण्यात आली आहे. तेव्हापासून दोन्ही कंपनीचा व्यवसाय एकत्रीत रित्या वर नमुद पत्त्यावरील कंपनीच्या कार्यालयातून माझ्या देखरेखीखाली करण्यात येत आहे. संगीता एव्हीएशन या कंपनीच्या विरुद्ध थकबाकी देय असल्याकारणाने एका कंपनीने एन.सी.एल.टी. येथे इन्साॅल्व्हन्सी पीटीशन दाखल केले होते. त्यानुसार मा. एन.सी.एल.टी. प्राधिकरणाने संगीता एव्हीएशन या कंपनीस दिवाळखोर म्हणून दिनांक 10/08/2021 रोजी घोषित केले होते. त्याविरुद्ध कंपनीच्या वतीने अपीलिय प्राधिकरणाकडे दाद मागण्यात आली असून त्याची सुनावणी चालू आहे. त्यामुळे संगीता एव्हीएशन या कंपनीच्या सर्व आर्थिक व्यवहारांवर मा. एन.सी.एल.टी. प्राधिकरणाने नेमलेल्या आय.आर.पी. श्री बिजेन्द्र झा यांची देखरेख आहे.

सन-2014 मध्ये आमच्या कंपनीमध्ये श्री. वरुण रमेश काकरीया, रा.टी. बि विंग, शरयु बिल्डींग, सुचीधाम, फिल्म सिटी रोड, मालाड

(पुर्व), मुंबई याची नेमणुक सदर कंपनीमध्ये सहाय्यक म्हणुन करण्यात आली होती.

सन-2016 साली आमच्या कंपनीमध्ये श्री कमलेश भैरव-तातावत, रा.ठी. 89/डी, नारायन विहार-1, जगन्नाथपुर, संगानेर, जयपुर, राजस्थान याची चिफ फायनान्स आॅफिसर म्हणुन नियुक्ती केली होती. तसेच त्याचा चुलतभाऊ मुकेश भैरव -तातावत याची नियुक्ती चिफ आॅपरेशन आॅफिसर म्हणुन केली होती.

दोन्ही कंपन्या वेळोवेळी सरकारच्या विविध खात्यातर्फे जाहीर करण्यात आलेल्या प्रकल्पात ठेकदार म्हणुन सहभागी होत असतात. सदर कंत्राट मिळविण्या करीता करावयाची संपुर्ण प्रक्रीया, त्या करीता आवश्यक असलेले सर्व कागदोपत्री व्यवहार, वेळोवेळी संबंधीत सरकारी अधिका-या समवेत संपर्क ठेवणे, कंत्रट पुर्ण करण्या करीता विविध व्यवसायीकांची मदत घेणे, कंत्राटा प्रमाणे नेमुन दिलेले काम पुर्ण करणे, सरकारी कार्यालयातुन येणे असलेल्या रकमेचा पाठपुरावा करणे, कंपनी तर्फे विविध व्यवसायीकांना देय असलेली रक्कम अदा करणे इत्यादी अनेक कार्य व्यवसाया निमित्त करावी लागतात. या सर्व कामाची जबाबदारी श्री. कमलेश तातावत आणि श्री. वरुण काकरीया यांच्यावर सोपविण्यात आली होती, त्या प्रमाणे ते दोघेजण कंपनीतील कामकाज करीत होते.

माझे पुर्वीचे मित्र स्वप्नील चव्हाण आणि अतुल पांडे हे सुध्दा वर नमुद पत्त्यावरील कंपनीच्या कार्यालयात नेहमी येत-जात होते. आमच्या दोन्ही कंपनीचे एच.डी.एफ.सी बँक, बँक आॅफ इंडिया, पंजाब नॅशनल बँक, सिटी बँक, डी.सी.बी बँक इत्यादी बँकेमध्ये बँक खाते आहेत. सदर बँक खात्याचा तपशील खालील प्रमाणे आहे.

Bank Name  
Account Number  
M/s Supreme Transport Origination Pvt. Limited  
HDFC  
10452840000014

HDFC  
03302840000157

HDFC  
01662840000470

HDFC  
03302840000140

04072840000053

HDFC  
00602340000085

PNB  
10451131002901

BOI  
843720110000498  
843720110000498  
BOI  
004420110000823

श्री. अमीत कमल अगरवाल, वय 34 वर्षे यांचा जबाब पुढे चालु.....

Bank Name  
Account Number  
M/s Sangeeta Aviation Services Pvt. Ltd  
Development Credit Bank

(Customer ID  
102173678)  
00421300002745

HDFC  
50200008133578

Citi Bank  
0060246114

Punjab National Bank  
10454015001858

तसेच कंपनीच्या व्यवहारातील सुलभते करीता माझे व्यक्तीगत बँक खाती कंपनीच्या कार्यालयातुन वेळोवेळी वापरण्यात येत असतात. माझ्या वैयक्तीक बँक खात्याचा तपशील खालील प्रमाणे

Bank Name  
Account Number  
Mr. Ammeet K. Agarwal  
Development Credit Bank  
00410200001403

PNB  
10452191004874

वर नमुद केलेली सर्व बँक खाती व्यवहारीक सुलभते करीता नेट बँकींगच्या माध्यमातुन वापरली जातात. उपरोक्त HDFC बँक खात्यापैकी सुप्रिम ट्रान्सपोर्ट प्रा लि कंपनीच्या भक्शब् बँकेतील सर्व खात्याचा रजिस्टर्ड ईमेल आयडी हपतपैी ;Mh girish@stoptl.in आणि रजिस्टर्ड मोबाईल क्रमांक 9311701121 असा असुन सदरचा ईमेय आयडी आणि मोबाईल नंबर श्री. गिरीश अगरवाल यांच्या व्यक्तीगत वापरता आहे. तसेच इतर सर्व बँक खात्याचा रजिस्टर्ड इमेलय आय.डी.-Mh- kamlesh@supremeavaiaition.com आणि रजिस्टर्ड मोबाईल नंबर 8078655144 असा असुन तो कमलेश तातावत यांच्या व्यक्तीगत वापरता आहे. मला कंपनीच्या कामासाठी सतत पदेघात तसेच भारतातील विविध भागात जावे लागते, त्यामुळे मला कंपनीच्या दैनदिन आर्थीक व्यवहाराचे कामकाज पाहणे शक्य नसल्यामुळे मी आमच्या दोन्ही कंपनीच्या सर्व आर्थीक व्यवहाराची तसेच माझ्या वैयक्तीक बँक खातयातील ऑनलाईन/ऑफलाईन व्यवहाराची संपुर्ण जबाबदारी सी.एफ.ओ कमलेश तातावत याच्यावर सोपवली होती. तसेच कमलेश तातावत याला कंपनीच्या कामकाजा करीता एक स्वतंत्र लपटाॅप आणि संगणक देण्यात आलेला होता.

मी, जुलै-2022 मध्ये कंपनीच्या आर्थीक व्यवहाराचा आढावा घेत असताना मला काही माहीती आवश्यक असल्याने मी कमलेश आणि वरुण यांना आमच्या कंपनीस येणे असलेल्या रकमेचा तपशील मागीतला होता. त्यावेळी निष्पाॅन लिमिटेड कंपनीकडुन आमच्या कंपनीला काही रक्कम येणे बाकी असल्याचे समजले. त्यामुळे मी स्वतः जुलै ते सप्टेंबर-2022 मध्ये निष्पाॅन कंपनीच्या संबंधीत अधिका-यांना अनेकवेळे ईमेल पाठवुन आमच्या कंपनीची देय असलेली रक्कम लवकरत लवकर अदा करावी अशी विनती केली होती.

ब-याच प्रयत्ना नंतर दिनांक 26/08/2022 रोजी निष्पाॅन लिमिटेड कंपनीच्या पदाधिका-यांनी मला ईमेल पाठवुन आमच्या कंपनीला देय असलेली रक्कम आमच्या कंपनीच्या BOI A/C No843720110000498 मध्ये ट्रान्सफर केली असल्याचे कळविले होते.

मी उपरोक्तBOI बँक खात्याचे स्टेटमेंट प्राप्त करुन त्याचे अवलोकन केले असता दिनांक 26/07/2022 रोजी निष्पाॅन लिमिटेड कंपनीकडुन एकुण 03,22,616/- एवढी रक्कम बँक खात्यामध्ये क्रेडीट झाली असल्याचे आढळुन आले. परंतु दिनांक 27/07/2022 रोजी एकुण 03,23,278/- एवढी रक्कम कंपनीचे संचालक श्री. विमल अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आली असल्याचे आढळुन आले.

सदर वेळी मी परदेघात असल्यामुळे सी.एफ.ओ. श्री. कमलेश तातावत यांच्याशी संपर्क साधुन त्यांच्याकडे विमल अगरवाल यांना दिनांक 27/07/2022 रोजी करण्यात आलेल्या पेमेंट बाबत विचारणा केली, परंतु त्यांनी मला कोणतीही समाधानकारक माहीती दिली नाही. सबब श्री. विमल अगरवाल यांच्याशी संपर्क केला परंतु त्यांनीही मला कोणतीही समाधान कारक माहीती दिली नाही. त्यानंतर कमलेश तातावत आणि वरुण काकरीया यांनी अचानक कंपनीच्या ऑफिसमध्ये येणे बंद केले.

श्री. विमल अगरवाल व कमलेश तातावत यांच्या एकंदरीत वर्तणुकीवरुन त्यांनी कंपनीमध्ये काहीतरी आर्थीक गैरव्यवहार केला असावा अशी शंका आल्यामुळे मी परदेघातुन भारतात आल्यानंतर आमच्या कंपनीचे चार्टर्ड अकाऊंटंट श्री. गिरीश मुंदडा यांना दिनांक 06/09/2022 रोजी लेखी पत्र पाठवुन कंपनीच्या बँक खात्याची तसेच आर्थीक व्यवहाराची चौकशी/छाननी करुन त्यांनी केलेल्या चौकशी/छाननीचा निष्कर्ष कळविण्याची विनती केली होती. त्या प्रमाणे त्यांनी आमच्या कंपनीच्या आर्थीक व्यवहाराची तपासणी करुन त्यांचा अहवाल दिनांक 02/03/2023 रोजी वरिष्ठ पोलीस निरिक्षक, सहार पोलीस ठाणे यांना पाठविलेला आहे. त्याची प्रत मी यासोबत सादर करीत आहे.

सुप्रीम ट्रान्सपोर्ट, संगीता एव्हीएषन आणि माझ्या वैयक्तिक (उपरोक्त नमुद) बँक खात्याची माहिती व बँक स्टॅटमेंट घेऊन त्याचे अवलोकन केले असता भाडे आणि वेतनाच्या नावाखाली सुप्रीम ट्रान्सपोर्ट कंपनी, संगीता एव्हीएषन आणि माझ्या वैयक्तिक बँक बँक खात्यातून खालील व्यक्तीच्या बँक खात्यामध्ये एकुण 6,27,36,180/- एवढी रक्कम ट्रान्सफर झाली असल्याचे आढळून आले. सदर व्यक्तीची नावे व त्यांच्या बँक खात्याची माहिती खालील प्रमाणे आहे.

1) श्री. विमल अगरवाल यांचे HDFC Bank A/c No 02721000019875 या खात्यामध्ये दिनांक 03/04/2018 ते दिनांक 09/07/2022 या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रु. 1,86,26,908 , संगीता एव्हीएषन कंपनीच्या खात्यातून एकुण रक्कम रु. 13,93,250 आणि अमित अगरवाल यांच्या खात्यातून रु. 8,00,000 अशी एकत्रित 02,08,20,158/- इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

श्री. अमीत कमल अगरवाल, वय 34 वर्षे यांचा जबाब पुढे चालू.....

2) श्रीमती नूपुर विमल अगरवाल यांचे HDFC Bank A/c No 02721000018984 या खात्यामध्ये दिनांक 16/01/2018 ते दिनांक 06/07/2022 या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रु. 22,14,824 , संगीता एव्हीएषन कंपनीच्या खात्यातून एकुण रक्कम रु. 8,17,600 आणि अमित अगरवाल यांच्या खात्यातून रु. 8,00,000 अशी एकत्रित 38,32,424. इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

3) श्री. गिरीश जगदीशप्रसाद अगरवाल यांचे 02721000019892 या खात्यामध्ये दिनांक 22/06/2018 ते दिनांक 06/07/2022 या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रु. 11,05,072 , संगीता एव्हीएषन कंपनीच्या खात्यातून एकुण रक्कम रु. 13,93,250 आणि अमित अगरवाल यांच्या खात्यातून रु. 8,00,000 अशी एकत्रित 32,98,332. इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

4) श्रीमती समीक्षा गिरीश अगरवाल यांचे HDFC Bank A/c No 02721000070214 या खात्यामध्ये दिनांक 22/06/2018 ते दिनांक 06/07/2022 या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रु. 08,79,970 , संगीता एव्हीएषन कंपनीच्या खात्यातून एकुण रक्कम रु. 10,95,500 आणि अमित अगरवाल यांच्या खात्यातून रु. 8,00,000 अशी एकत्रित 27,75,470. इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

5) श्रीमती पिंकी जगदीशप्रसाद अगरवाल यांचे HDFC Bank A/c No02721000055437 या खात्यामध्ये दिनांक 04/05/2018 ते दिनांक 06/07/2022 या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रु. 11,94,970 , संगीता एव्हीएषन कंपनीच्या खात्यातून एकुण रक्कम रु. 8,77,150 आणि अमित अगरवाल यांच्या खात्यातून रु. 7,86,611 अशी एकत्रित 28,58,700/-रक्कम ट्रान्सफर करण्यात आले आहेत.

6) श्री. अतुल सुरेद्र पांडे यांचेHDFC Bank A/c No 12111140000459 या खात्यामध्ये दिनांक 31/08/2019 ते दिनांक 15/12/2021 या कालावधीत एकुण 37,34,000. इतकी रक्कम संगीता एव्हीएषन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

7) श्रीमती रजनी सुरेद्र पांडे यांचे PNB Bank A/c No 1565000100131966 या खात्यामध्ये दिनांक 09/10/2020 ते दिनांक 05/12/2020 या कालावधीत एकुण 11,00,000. इतकी रक्कम संगीता एव्हीएषन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

-----8) श्री. स्वप्नील बबन चव्हाण यांचेICICI Bank A/c No 104401531869 -Axis Bank A/c No921010008877100 या खात्यामध्ये दिनांक 15/11/2019 ते दिनांक 27/12/2021 या कालावधीत एकुण 45,52,400. इतकी रक्कम संगीता एव्हीएषन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

9) श्रीमती स्नेहा बबन चव्हाण यांचे Saraswat Bank A/c No013200128873557 या खात्यामध्ये दिनांक 04/07/2019 ते दिनांक 07/09/2021 या कालावधीत एकुण 47,55,000. इतकी रक्कम संगीता एव्हीएषन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

10) तसेच स्वप्नील चव्हाण याने दिनांक 05/03/2017 रोजी UAE देशात "पोटोमॅक एव्हीएषन टेक्नाॅलाजी" नावाची कंपनी स्थापन केली आहे. तसेच सदर कंपनीच्या "नुर ट्रेड बँक, यु.ए.ई" येथे बँक खाते उघडले असून सदर बँक खात्याचा पत्ता मरोळ मरोषी रोड, अंधेरी (पुर्व), मुंबई येथील आहे. तसेच सुप्रीम एव्हीएषन कंपनीच्या बँक खात्यातून पोटोमॅक कंपनीच्या बँक खात्यामध्ये खालील प्रमाणे रक्कम ट्रान्सफर केली आहे.

Sr. No  
Transaction Date  
Amount

Value in INR
01
19/04/2017
72,932.15 AED
16,04,500/-
02
19/04/2017
72,983.04 AED
16,05,000/-
Total
32,09,500/-

11) श्री. राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्य दिनांक 27/02/2019 ते दिनांक 04/09/2020 या कालावधीत एकुण 90,85,437.इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

12) श्री. राजेश भगवानदास अगरवाल यांच्या मालकीच्या बालाजी एंटरप्रायझेसच्या Bassein Catholic Co-Op Bank Ltd A/c No 012130300000051 या बँक खात्यामध्य दिनांक 27/02/2019 ते दिनांक 04/09/2020 या कालावधीत एकुण 27,14,759. इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत. तसेच विमल अगरवाल, नुपर अगरवाल, गिरीष अगरवाल व पिंकी अगरवाल यांनी त्यांच्या व्यक्तिगत विदेशी प्रवासाकरीता वेळोवेळी सुप्रिम ट्रान्सपोर्ट व संगिता एव्हीएशन तसेच माझ्या बँक खात्यावर रक्कमा पाठविलेल्या होत्या. परंतु त्यांचा विनायीयोग हा त्यांच्याच विदेश प्रवासाकरीता करण्यात आलेला होता. त्याबाबत सर्व हिशोब माझ्याकडे आहे.

वस्तुतः गेली अनेक वर्षे सुप्रिम ट्रान्सपोर्ट व संगीता एव्हीएशन या दोन्ही कंपन्या सातत्याने तोट्यात चालविण्यात येत आहेत. त्यामुळे मी सन 2012 सालापासून ते आजपावेतो कंपनीच्या खात्यामधून कोणताही आर्थिक मोबदला घेतलेला नाही. तसेच माझे वडील श्री कमल अगरवाल माझा सख्खा धाकटा भाउ आकाष अगरवाल यांनीही कोणताही आर्थिक मोबदला घेतलेला नाही. त्यामुळे वर नमुद केल्यानुसार श्री विमल अगरवाल आणि इतरांच्या खात्यामध्ये एवढी प्रचंड रक्कम सन 2018 ते 2022 या कालावधीत टप्प्या टप्प्याने वळती करण्यामागे त्यांचा लबाडीचा उद्येप असल्याचे स्पष्ट दिसून येते. तसेच सदरची रक्कम वळती केल्याबाबत मला या

श्री. अमीत कमल अगरवाल, वय 34 वर्षे यांचा जबाब पुढे चालू.....

कालावधीत कमलेश तातावत आणि वरुण काकरिया यांच्याकडूनही कोणतीही पुर्वकल्पना प्राप्त झालेली नव्हती. त्यावरून विमल अगरवाल आणि इतर लाभार्थी तसेच कमलेश तातावत आणि वरुण काकरिया यांच्यात आपआपसात संगणमत असल्याचेही मला स्पष्ट झाले आहे.

मी कंपनीचे संचालक श्री. विमल अगरवाल, श्री. गिरीष अगरवाल, स्वप्नील चव्हाण, अतुल पांडे व राजेश अगरवाल यांच्याशी संपर्क साधण्याचा वारंवार प्रयत्न केला परंतु त्यांनी कोणताही प्रतिसाद दिलेला नाही. उलटपक्षी दिनांक 11/11/2022 रोजी श्री. विमल अगरवाल व श्री. गिरीश अगरवाल यांनी एन.सी.एल.टी (नॅशनल कंपनी लाॅटिब्युनल), मुंबई यांच्याकडे खटला दाखल करून सदर खटल्यामध्ये दिनांक 01/04/2019 पासून सुप्रिम ट्रान्सपोर्ट कंपनीने त्यांना कोणत्याही प्रकारचे मानधन दिले नाही असा दावा केला आहे.

(1) विमल अगरवाल (2) नुपर अगरवाल (3) गिरीष अगरवाल (4) समीक्षा अगरवाल (5) पिंकी अगरवाल (6) स्वप्नील चव्हाण (7) स्नेहा चव्हाण (8) अतुल पांडे व (9) रजनी पांडे, (10) राजेश भगवानदास अगरवाल तसेच इतर काही व्यक्तींनी आणखीन काही रकमेचा अपहार केला असण्याची शक्यता असून त्या अनुषंगाने कंपनीतील आर्थिक व्यवहाराची बारकाईने छाननी/पडताळणी करण्यात येत आहे. पडताळणी दरम्यान नमुद व्यक्तींनी आणखीन काही रकमेचा अपहार केल्याचे निदर्शनास येताच तात्काळ सहार पोलीस ठाणेस कळविण्यात येईल.

तरी सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीचे संचालक (1) श्री. विमल अगरवाल व (2) गिरीश अगरवाल आणि सी.एफ.ओ (3) कमलेश भैरव तातावत यांनी एप्रिल-2018 ते जुलै-2022 या कालावधीत आपसात संगणमत करून त्यांच्या वैयक्तिक आर्थिक फायद्या करीता भाडे आणि वेतनाच्या नावाखाली सुप्रिम ट्रान्सपोर्ट, संगीता एव्हीएशन सर्विस व माझ्या वैयक्तिक बँक खात्यातून खात्यातून एकुण 6,27,36,180/- रुपये एवढी रक्कम (1) विमल अगरवाल (2) नुपर अगरवाल (3) गिरीश अगरवाल (4) समीक्षा अगरवाल (5) पिंकी अगरवाल (6) स्वप्नील चव्हाण (7) स्नेहा चव्हाण (8) अतुल पांडे व (9) रजनी पांडे, (10) राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करून एकुण 6,27,36,180/- एवढ्या रकमेचा अपहार करून फसवणुक केली आहे, म्हणून माझी त्यांचे विरुद्ध तक्रार असून कायदेबिर कारवाई होण्यास विनंती आहे.

**13.Action** Since the above information reveals commission of offence(s) u/s as mentioned at  
(केलेली कारवाई: बाब क्र.२ मध्ये नमूद केलेल्या कलमान्वये वरील अहवालावरून अपराध घडल्याचे.)

(1) **Registered the case and took up the investigation:** (प्रकरण नोंदविले आणि तपासाचे काम हाती घेतले): or (किंवा)

(2) **Directed (Name of I.O.)** (तपास अधिका-याचे नाव): SANDEEP LAXMAN SHINDE  
**Rank** (पद): I (Inspector)

**No.(क्र.):** PBMAH85460 **to take up the Investigation** (ला तपास करण्याचे अधिकार दिले) **or (किंवा)**

(3) **Refused investigation due to** (ज्या कारणामुळे तपास करण्यास नकार दिला):

or (ज्या कारणामुळे तपास करण्यास नकार दिला)

(4) **Transferred to P.S.** (गुन्हा दुसरीकडे पाठविला असल्यास त्या पोलीस ठाण्याचे नाव):

**District** (जिल्हा):

**on point of jurisdiction** (को क्षेत्राधिकार के कारण हस्तांतरित) .

**F.I.R. read over to the complainant / informant, admitted to be correctly recorded and a copy given to the complainant / informant free of cost.** (प्रथम खबर तक्रारदाराला/खबरीला वाचून दाखविली, बरोबर नोंदविली असल्याचे त्याने मान्य केले आणि तक्रारदाराला/खबरीला खबरीची प्रत मोफत दिली.)

**R.O.A.C.**(आर. ओ .ए .सी.)

**14.Signature/Thumb impression of the complainant / Informant.**(तक्रारदाराची/खबर देणा-याची सही/अंगठा):

**15.Date and time of dispatch to the court** (न्यायालयात पाठवल्याची तारीख व वेळ):

*Sanjay Yashwant Govilkar*

*Sanjeev*

**Signature of Officer in charge, Police Station**

(ठाणे प्रभारी अधिका-याची

**Name** (नाव): sanjay yashwant govilkar

**Rank**(पद): I (Inspector)

**No.**(सं.):

मुंबई

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**CRIMINAL APPELLATE JURISDICTION**  
**ANTICIPATORY BAIL APPLICATION NO. 1643 OF 2023**  
**WITH**  
**INTERIM APPLICATION NO. 2798 OF 2023**  
**WITH**  
**ANTICIPATORY BAIL APPLICATION NO. 2270 OF 2023**  
**WITH**  
**INTERIM APPLICATION NO. 3125 OF 2023**  
**WITH**  
**ANTICIPATORY BAIL APPLICATION NO. 2556 OF 2023**  
**WITH**  
**INTERIM APPLICATION NO. 4250 OF 2023**  
**WITH**  
**ANTICIPATORY BAIL APPLICATION NO. 2359 OF 2023**  
**WITH**  
**INTERIM APPLICATION NO. 3127 OF 2023**

**Rajesh Bhagwandas Agarwal**

**...Applicant**

**V/s.**

**The State of Maharashtra**

**...Respondent**

**SUBSTANCE OF ARGUMENTS ON BEHALF OF INTERVENER**

**(I) INFORMANT'S RIGHT TO BE HEARD:**

1. 08/09/2023 STOPL was declared insolvent. So objection in view of S. 14 of THE INSOLVENCY AND BANKRUPTCY CODE, 2016, by the applicants which lays down that when Moratorium is declared u/s. 13 of the Code then there is some alleged prohibition on Supreme Transport (the company of complainant Ammeet Agarwal) to

prosecute those accused of cheating it i.e. the present accused persons. Excerpts of relevant sections from the IBC:-

“**S. 13.** Declaration of moratorium and public announcement. –”

“**S. 14.** Moratorium. -

(1) Subject to provisions of sub-sections (2) and (3), on the insolvency commencement date, the Adjudicating Authority shall by order declare moratorium for prohibiting all of the following, namely: -

(a) the institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgement, decree or order in any court of law, tribunal, arbitration panel or other authority;

(b) transferring, encumbering, alienating or disposing off by the corporate debtor any of its assets or any legal right or beneficial interest therein;

(c) any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);

(d) the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor.”

“**S. 4.** Application of this Part. –

(1) This Part shall apply to matters relating to the insolvency and liquidation of corporate debtors where the minimum amount of the default is one lakh rupees:

Provided that the Central Government may, by notification, specify the minimum amount of default of higher value which shall not be more than one crore rupees.”

NOTE – Under **S. 3(8)** “corporate debtor” means a corporate person who owes a debt to any person;

Opening Clause of the Act itself says:

“An Act to consolidate and amend the laws relating to reorganisation and insolvency resolution of corporate persons, partnership firms and individuals in a time bound manner for maximisation of value of assets of such persons, to promote entrepreneurship, availability of credit and balance the interests of all the stakeholders including alteration in the order of priority of payment of Government dues and to establish an Insolvency and Bankruptcy Board of India, and for matters connected therewith or incidental thereto.

BE it enacted by Parliament in the Sixty-seventh Year of the Republic of India as follows:”

2. EVEN OTHERWISE, On 08/09/2023 Supreme Transport Org Pvt. Ltd. (STOPL) was declared 'insolvent' – and the same is already appealed in NCLT by STOPL and by order dtd. 15/09/2023, the NCLT has stayed the constitution of committee of creditors and further orders have extended the said stay. Moreover, the First complaint – regarding the present accused and offence – made by Informant to Jt. Commissioner of Police, EOW is dtd. 06/12/2022 which is much earlier in point of time than 15/09/2023. Even FIR at **Exh. A**, pg. 32, is dtd. 25/04/2023 which is also much earlier in point of time.
3. Right granted by the Hon'ble Supreme Court: **Jagjeet Singh and Ors. vs. Ashish Mishra @ Monu and Anr.**, AIR 2022 SC 918 –

“23. It cannot be gainsaid that the right of a victim under the amended Cr.P.C. are substantive, enforceable, and are another facet of human rights. The victim's right, therefore, cannot be termed or construed restrictively like a *brutum fulmen*. We reiterate that these rights are totally independent, incomparable, and are not accessory or auxiliary to those of the State under the Cr.P.C. The presence of 'State' in the proceedings, therefore, does not tantamount to according a hearing to a 'victim' of the crime.

24. A 'victim' within the meaning of Cr.P.C. cannot be asked to await the commencement of trial for asserting his/her right to participate in the proceedings. He/She has a legally vested right to be heard at every step post the occurrence of an offence. Such a 'victim' has unbridled participatory rights from the stage of investigation till the culmination of the proceedings in an appeal or revision...

25. ... Second, where the victims themselves have come forward to participate in a criminal proceeding, they must be accorded with an opportunity of a fair and effective hearing. If the right to file an appeal against acquittal, is not accompanied with the right to be heard at the time of deciding a bail application, the same may result in grave miscarriage of justice. Victims certainly cannot be expected to be sitting on the fence and watching the proceedings from afar, especially when they may have legitimate grievances. It is the solemn duty of a court to deliver justice before the memory of an injustice eclipses.”
4. Right granted by Law: Code of Criminal Procedure (Amendment) Act, 2008, which not only inserted the definition of a 'victim' under Section 2 (wa) of CrPC but also statutorily recognised various rights of such victims at different stages of trial.

**“S. 2(wa) CrPC:** “victim” means a person who has suffered any loss or injury caused by reason of the act or omission for which the accused person has been charged and the expression "victim" includes his or her guardian or legal heir;”

**(II) ACCUSED DETAILS:**

1. Vimal Agarwal – First cousin of Informant son of Late Jagdish Agarwal (elder brother of father of Informant).
2. Girish Agarwal – First cousin of Informant son of Late Jagdish Agarwal (elder brother of father of Informant) and real brother of Vimal A/1.
3. Kamlesh Bairwa – CFO of STOPL – In 2016 appointed as Accounts Head promoted to CFO within a year by Nov, 2017.
4. Nupur Vimal Agarwal – Wife of Vimal A/1 and real sister of Samixa A/5.
5. Samixa Girish Agarwal – Wife of Girish A/2 and also real sister of Nupur A/4.
6. Pinky Agarwal – Real sister of Vimal A/1 and Girish A/2.
7. Swapnil Chavan – No one to the family – college friend of Vimal A/1 and Girish A/2.
8. Sneha Chavan – Mother of Swapnil Chavan A/7.
9. Atul Pandey – No one to the family – college friend of Vimal A/1 and Girish A/2.
10. Rajni Pandey – Mother of Atul Pandey A/9.
11. Rajesh Agarwal – Brother-in-law of Vimal A/1 and Girish A/2.

**(III) BRIEF FACTS:**

1. In July, 2022 Informant inquired with CFO Kamlesh A/3 regarding payment by NIPPON to BOI Banaswadi account.
2. Later it was realised that Nippon has transfer monies to STOPL but amounts as mentioned by Nippon were not reflected in the STOPL's Bank Accounts and therefore after proper inquisition the Intervenor came to know that an amount of Rs. 3,23,278/- is transferred on 27.07.2022 in bank account of Vimal Agarwal A/1.
3. Furthermore, on inquiring with BOI Bansawadi Branch Karnataka State the Bank submitted a fake board resolution of STOPL dtd. 30/01/2019 authorising Vimal A/1 to use the account. The said Resolution dtd. 30/01/2019 is forged as such there is no

record of such Board Resolution ever having been passed by the Board of STOPL. Copy of the said False Board resolution dtd. 30/01/2019 is attached herewith as **Annexure 'A.'**

4. Therefore, Informant requested Auditor CA Girish Mundada to audit BOI Banaswadi and other bank accounts of STOPL, Sangeeta Aviation Services Pvt. Ltd. (Sangeeta) by letter dtd. 06/09/2022.
5. Loya and Mundada conducted the audit of the bank statement, accounts and all other available data of STOPL and Sangeeta and made a finding that a total amount in excess of Rs 5 crores has been siphoned off by the accused to their accounts from the accounts of STOPL and Sangeeta – all transactions with the accused persons.
6. The Intervenor states that further it was found that an amount of Rs. 6,27,36,180/- is transferred in bank account of accused persons who are named in the FIR 155/2023 from intervenor's personal bank account, Sangeeta and STOPL.
7. Informant was busy approaching police and on 06/12/2022 Complaint was moved by the Informant to Joint Commissioner EOW – EOW whereafter sends the complaint to Sahar P.Stn. on 19/12/2022 for taking penal action on the complaint.
8. NCLT petition filed by Vimal A/1 & Girish A/2 alleging mismanagement of Informant and his father during Oct-Nov 2022, after they realised that Informant is approaching police against them for their fraud and criminal breach of trust.
9. Sahar P.Stn. calls Informant on 1<sup>st</sup> week of Jan 2023 for inquiry.
10. IO investigates for 4 months goes through all the 50+ bank accounts of 3 entities independently and covers transactions of last 4 yrs and comes to the conclusion that between 01/04/2018 – 08/2022 a fraud of Rs. 6,27,36,180/- is committed by the accused persons whereafter FIR dtd. 25/04/2023 at **Exh. A** is lodged against all accused. Even monies are siphoned off from the personal account of the Informant.
11. Whereafter Swapnil A/7 and Girish A/2 were arrested in 15/06/2023.

(IV) ARGUMENTS IN BRIEF:

1. Transactions worth Rs. 300 Crore done from 04/2018 by STOPL hence the records were voluminous and given the active consent and connivance of CFO Kamlesh A/3 and other office bearers of the Informant's company, it was very tough to find the fraud of Rs. 6,27,36,180/- played by all the accused.
2. Tabulated list of amounts siphoned off individually by each accused, collated as per the say of the Police dtd. 21/07/2023 (English translation exhibited as **Annexure 'B'**):

<b>Accused Persons</b>	<b>Total</b>	<b>Reimburse ment</b>	<b>Amounts from STOPL</b>	<b>Amounts from SASPL</b>	<b>Amounts from Informant</b>
A/1 Vimal	2,08,20,158	91,90,396	1,86,26,908	13,93,250	8,00,000
A/4 Nupur	38,32,424	10,60,000	22,14,824	8,17,600	8,00,000
A/2 Girish	32,98,322	12,40,000	11,05,072	13,93,250	8,00,000
A/5 Samixa Girish	27,75,470	7,00,000	8,79,970	10,95,500	8,00,000
A/6 Pinky Jagdish	28,58,731	10,55,000	11,94,970	8,77,150	7,86,611
A/11 Rajesh	90,85,437			90,85,437	
Balaji Enterprises of A/11 Rajesh	27,14,759			27,14,759	
A/7 Swapnil	45,52,400			45,52,400	
A/8 Sneha	47,55,000			47,55,000	
A/9 Atul Pandey	37,34,000			37,34,000	
A/10 Rajini Pandey	11,00,000			11,00,000	
Dubai Noor Bank (Hawala)	32,09,500		32,09,500		
<b>Total Siphoned Amt. (Rs.)</b>	<b>6,27,36,201</b>	<b>1,32,45,396</b>	<b>2,72,31,244</b>	<b>3,15,18,346</b>	<b>39,86,611</b>

3. Moreover, airline operations of STOPL and Sangeeta were in such complexity that roughly payments to 100 plus people on a regular basis. So with such debits on regular basis it was very tough for Informant to find out the fraud, more so when the absconding accused CFO Kamlesh A/3 who in facts oversees and prepares the financials of the company was hand-in-glove with the other accused.
4. IO investigates for 4 months goes through all the 50+ bank accounts of 3 entities independently and covers transactions of last 4 yrs and comes to the conclusion that between 01/04/2018 – 08/2022 a fraud of Rs. 6,27,36,180/- is committed by the accused persons whereafter FIR dtd. 25/04/2023 at **Exh. A** is lodged against all accused. Even monies are siphoned off from the personal account of the Informant.
5. On 10/08/2021 Sangeeta was declared insolvent of which complainant was sole shareholder. Consequently, Informant was unable to deal with the account of Sangeeta but still from Nov 2021 accused are getting lakhs of rupees per month from the accounts of Sangeeta even after Sangeeta becomes insolvent.
6. On 08/09/2023 STOPL was declared insolvent – Informant already appealed in NCLT and by order dated 15/09/2023 the same has been stayed whereby the constitution of committee of creditors is stayed. Further orders have extended the said stay.
7. The IRP has asked STOPL to hand over documents of properties which are lying with accused. Indeed the documents are needed for proper apt dispensation of objectives assigned to the IRP, and *ergo* the documents lying in the custody of the accused persons are required to be obtained by the police which can thereafter be handed over to the IRP.
8. Sangeeta account authorised signatory is the Informant only still how did the accused get monies? This cannot be done without the active collusion of Bank employees and therefore the custody of applicants is a must to ascertain what employees of Bank have actively participated in the Criminal Conspiracy.
9. Rajesh A/11 got 88 lakhs from Sangeeta while working with STOPL for a salary of Rs. 12 lacs pa (letter dtd. 17/05/2022) – he says company of Informant paid his company

Balaji Enterprises (Balaji) 88lacs for goods supplied for which where are the Work Estimates / Approvals / Work Orders / Email communications from Sangeeta? Where is the GST and TDS?

10. Moreover, why was money paid by Sangeeta to personal account of Rajesh A/11 and not account of Balaji Enterprises if the work was done by Balaji Enterprises?
11. Moreover, Police visited the address of Balaji and found no concern by such name working over there and the same is stated in the Say of Police dtd. 08/05/2023 at **Exh. S** at pg 275.
12. In the Bail applications of the lady accused (Nupur A/4, Samixa A/5 and Pinky A/6) it is their categorical case that they have taken payments for giving consultations. The same is absolutely false. It is stated the are so-called consultant accused have no professional degrees and thus, what have they consulted for? Where is the GST and TDS? Where are the Work Estimates / Approvals / Work Orders / Email communications from Sangeeta or STOPL?
13. All the amount received in A/cs. of Swapnil A/7 and Sneha A/8 and Atul A/9 and Rajni A/10 are withdrawn in cash as stated in the Say of Police dtd. 08/05/2023 at **Exh. S** at pg 275.
14. Swapnil A/7 has submitted a fake letter of Sangeeta addressed to the Axis Bank regarding Swapnil, that Sangeeta is paying him for consultancy. When asked by Sessions Judge to show why letter was issued and whether bank asked for the same, Swapnil A/7 answered saying yes it was asked for by the Bank. Judge thereafter asked IO to investigate. IO corresponded with the Axis Bank and Axis Bank denied the same and said that no such letter was ever asked by them and it is not forming part of their records.
15. Another letter submitted of STOPL to American Embassy in Chennai wherein it is stated that Vimal A/1 and Girish A/2 have package of 36lacs pa and they should be given American visas and they got American Visa because of said letter. Such remuneration is not reflected in the A/cs of company and therefore custodial interrogation of them is required in order to get to the bottom of this. Moreover, what

other transactions are visible in their accounts apart from the transactions with 3 entities need to be investigated into. It also needs to be seen whether such enormous supposed income of the accused persons from Sangeeta, STOPL and Informant have been reported by them to the Income Tax?

16. The Bail Applications of co-accused which are allowed, distinguished:

a) A/7 Swapnil Baban Chavan, Cr.BA 878 / 2023 before Court of Sessions at Dindoshi allowed by order dtd. 12/10/2023. The said order is bereft of any discussion on contentions / arguments of prosecution and reflects non-application of mind by the Ld. Judge in routinely passing the order by simpliciter holding:

“8. Admittedly there are serious allegations against the applicant/accused that he had siphoned Rs. 45,52,400/- from the account of Sangeeta Aviation Services Pvt. Ltd. However, it is seen that investigation is over and chargesheet has been filed. He is in custody since 15.06.2023. No purpose will be served by keeping him behind bars. His presence can be ensured by imposing certain conditions on him. Hence, the following order :”

b) A/2 Girish Agarwal, BA 2453 / 2023 before this Court allowed by Shri Justice M.S. Karnik vide order dtd. 14/09/2023. The fulcrum of the arguments therein was that substantial amount of Rs. \_\_\_ was reimbursed by A/2 Girish. However , the said amounts were reimbursed by A/2 Girish as they were utilised by him and his immediate family to fly to USA and book vehicles there, for marriage functions in USA. All pertaining documents of plane tickets and other bills to USA are attached herewith as **Annexure ‘C’ Colly.**

(V) LIST OF CASES AGAINST THE INFORMANT AND THEIR STATUS:

Status of F.I.R.s:

1. Aarey P.S. FIR No. 07 /2016 – Transferred to Kasturbha Marg P.S. – B Summary Report filed.
2. Sahar P.S. FIR No. Chargesheet filed in Andheri MM Court - Quashing pending in BHC - APL/384/2018
3. Goregaon P.S. FIR No. 133/2018 – B Summary Report filed.

4. Bangalore Case – Quashed

5. Jaipur Case – Quashed

6. Oshiwara P.S. 150/2019 Chargesheet filed – Discharge application filed to be heard in January 2024.

7. Azad Maidan P.S. FIR No. 249/2021 – Proceedings stayed by High Court.

Dated:

  
(Advocate for the Intervener / First Informant)



# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059  
Tel +91 22 4238 3904 05 06 07 Fax +91 22 42383945  
Email mumbai@stopl.in Website www.stopl.in

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*Ant A*

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY M/S. SUPREME TRANSPORT ORGANISATION PVT LTD HELD ON 30<sup>th</sup> JANUARY, 2019 AT 5B 34 AKSHAY MITTAL INDUSTRIAL ESTATE, MV ROAD, ANDHERI EAST, MUMBAI 400059.

The undersigned hereby certify that he is the Director of M/S. Supreme Transport Organisation Pvt Ltd having its registered office at 5B 34 Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai 400 059 referred to as a "company" and that the following is true, correct and complete copy of resolution adopted by the Board of Directors of the company at a meeting duly called and held on 30<sup>th</sup> January, 2019 at which a quorum was present and voting, and that the resolution are unchanged and now in full force and effect.

"RESOLVED THAT it has been mutually decided by the company M/S. Supreme Transport Organisation Pvt Ltd to open a current account with **Bank of India** at **Banaswadi, Bangalore** Branch having Internet Banking facility with immediate effect."

"RESOLVED THAT it has been mutually decided by the company M/S. Supreme Transport Organisation Pvt Ltd that **Shri Kamal Agarwal & Shri Vimal J Agrawal** shall be hereby authorized to operate the said Current Account singly."

**FURTHER RESOLVED** that the Board hereby agree to ratify and confirm and do hereby ratify and confirm that all acts, deeds and things done or caused to be done have been done by us.

At Mumbai dated this 30<sup>th</sup> Day of January, 2019

For Supreme Transport Organisation Pvt Ltd



*[Handwritten signature of Shri Kamal Agarwal]*

Shri Kamal Agarwal  
Chairman & Managing Director

TRUE COPY

*[Handwritten signature of Shri Vimal J Agrawal]*

Shri Vimal J Agrawal  
Director

\*\*\*\*\*

Ann B'

Outward No. 4405/2023  
Senior Police Inspector  
Sahar Police Station, Mumbai  
Date :- 21/07/2023

To,  
Hon. Public Prosecutor  
High Court, Bombay

Sub:- Application for pre-arrest bail by the  
accused Rajesh Bhagwandas Aggarwal in  
G.R.No.155/2023, Sahar Police Station.

Ref:- Pre-arrest Bail Application No.  
1643/2023

Sir,

On 25/04/2023 at Sahar Police Station,  
Mumbai, a case has been registered under G.R.  
No. 155/2023 Section 20(b), 409, 409, 477(a),  
420, 34 IPC against the following named  
accused. Its information is as follows.

1	Crime Record No	155/2023
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2	Section	120(b), 408, 409, 477(a), 420, 34 IPC
3	Date/time of crime	From April-2018 to July- 2022
4	Date/time of filing of the case	Dated 25/04/23 at 17.30
5	Crime scene	5/B-34, 5/B-32 Akshay Mittal Industrial Estate, Andheri Kurla Road, Andheri (East), Mumbai
6	Plaintiff	Mr. Ameet Kamal Aggarwal, aged 34 years,
7	Damaged property	A total amount of Rs.6,27,36,180/-
8	Acquired property	No

9	Arrest Accused	No
10	Wanted accused	<p>1) Vimalkumar Jagdish Prasad Agarwal</p> <p>2) Noopur Vimal Kumar Aggarwal</p> <p>3) Girish Jagdish Prasad Agarwal</p> <p>4) Samiksha Girish Agarwal</p> <p>5) Pinky Jagdish Prasad Aggarwal</p> <p>6) Swapnil Baban Chavan</p> <p>7) Sneha Baban Chavan</p> <p>8) Atul Suredra Pandey</p> <p>9) Rajni Suredra Pandey,</p> <p>10) Rajesh Bhagwandas Aggarwal</p>

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		11) Kamlesh Bhairav Tatawat
11	Investigation officer	API Sandeep Shinde

Out of the above accused accused No. (10) Rajesh Bhagwandas Agarwal has applied for pre-arrest bail. According to the pre-arrest bail application of accused Rajesh Agarwala, Sahar Police Station is submitting the following report.

**Brief facts:-** Plaintiff Shri. Ameet Kamal Agarwal, aged 34 years, father Shri. Kamal Aggarwal has started a company named Supreme Transport Pvt Ltd in the year 2008. Whereas the plaintiff has established the company Sangeeta Aviation Services Pvt Ltd in the year-2012. Plaintiff is presently working as Chairman and Executive Director in both these companies. Both the

company OCIF 5/B-34, 5/B-32 Akshay Mittal Industrial Estate, Andheri Kurla Road, Andheri (East). Mumbai is at this place.

In Supreme Transport Pvt. Ltd. the plaintiff himself, along with his father Shri. Kamal Agarwal, blood younger brother Akash Agarwal and accused Vimal Agarwal and Girish Agarwal have total 05 directors. The main business of the said company is road transport and air transport of goods. The company owns some vehicles and aircraft. Apart from this, vehicles are taken on hire basis as per requirement for the business of the company. The head office of the said company is in Mumbai with branches and divisional offices at Panvel, Kalamboli, Rajasthan, Gujarat, Delhi and Bangalore.

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Among the directors, accused Vimal Agarwal is residing in Bangalore while director Girish Agarwal is residing in Delhi. Both of them are cousins of the plaintiff. His late father Kai Jagdish Prasad Agarwal was the elder brother of the plaintiff's father. Kai After the death of Jagdish Prasad Agarwal, Vimal Agarwal and Girish Agarwal have been appointed as directors in Supreme Transport Company by mutual consent. Both of them used to stay in Mumbai for a few days in every month and participate in the day-to-day operations of the company.

As this company Supreme Transport Pvt. Ltd. is doing business at a loss, in the year 2012, the plaintiff has been appointed as Executive Director and Chairman of Sutter Company as per the agreement of Agarwal family. Since then the

business of both the companies is being jointly conducted from the company's office at the above mentioned address under the supervision of the plaintiff. A company N.C. for dues due against the company Sangeeta Aviation. LT An insolvency petition was filed here. According to Hon. NCLT Sangeeta Aviation was declared insolvent by the authority on 10/08/2021. Against that, an appeal has been filed with the appellate authority on behalf of the company and its hearing is ongoing. Therefore, all the financial transactions of the company Sangeeta Aviation, Hon. NCLT I.R.P. appointed by the authority. Supervised by Mr. Bijendra Jha.

In the year-2014, in the company of the plaintiff, accused Varun Ramesh Kakaria, Residing at. B Wing, Sharyu Childing,

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Suchidham, Film City Road, Malad (East), Mumbai was appointed as Assistant in the said company.

In the year 2016, the accused Kamlesh Bhairav-Tatawat, Residing at.89/ D, Narayan Vihar-1, Jagannathpur, Sanganer, Jaipur, Rajasthan was in the company of the plaintiff and appointed as Chief Finance Officer. Also his cousin Mukesh Bhairav - Tatawat was appointed as Chief Operations Officer.

Both the companies participate as contractors in the projects announced by various departments of the government from time to time. The entire process to be done to obtain the said contract, all the necessary paperwork for that, keeping in touch with the relevant government officials from time to time, seeking

the help of various professionals to complete the contract, completing the work assigned as per the contract, following up the amount coming from the government office, on behalf of the company. A lot of business has to be done like paying dues to various businessmen. The responsibility of all this work was entrusted to Kamlesh Tatawat and Varun Kakaria, as both of them were working in the company.

Swapneel Chavan and Atul Pandey, the erstwhile friends of the plaintiff, also used to come and go to the office of the company at the above mentioned address. Both company's H. Bank accounts in banks like DFC Bank, Bank of India, Punjab National Bank, Citibank, DCB Bank etc. The details of the said bank account are as follows:

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	Bank Name	Account Number
M/s. Supreme Transport Origination Pvt. Ltd.,	HDFC	10452840000014
	HDFC	03302840000157
	HDFC	01662840000470
	HDFC	03302840000140
	HDFC	04072840000053
	HDFC	00602340000085
	PNB	10451131002901
	BOI	843720110000498
	BOI	004420110000823

	Bank name	Account No.
M/s. Sangeeta Aviation Services Pvt.	Development Crediti Bank (Customer ID 102173678)	00421300002745

Ltd.,		
	HDFC	50200008133578
	Citi Bank	0060246114
	Punjab National Bank	10454015001858

Also, personal bank accounts of the plaintiff are also used from time to time by the office of the company for the convenience of the company's transactions. The personal bank account details of the plaintiff are as follows.

	Bank name	Account No.
M/s.	Development	00410200001403
Ammeet K. Agarwal	Credit Bank	
	PNB	10452191004874



All the bank accounts mentioned above are used through net banking for ease of transaction. Out of the above bank account, the registered email ID of all accounts in HDFC Bank of Sutrim Transport Pvt Ltd is girish@stopl.in and the registered mobile number is 9311701121 and the said email ID and mobile number are Shri. In personal use of Girish Agarwal. Also registered email id of all other bank accounts. kamlesh@supremeavaiation.com and registered mobile number is 8078655144 which is in personal use of Kamlesh Tatawat. The plaintiff has to constantly travel to different parts of the country as well as to different parts of India for the work of the company, so it is not possible to see the day to day financial affairs of the plaintiff company, he entrusted the entire responsibility of all the financial affairs of both the companies

as well as the online / offline transactions of the plaintiff's personal bank account to Kamlesh Tatawat, CFO. was Also, Kamlesh Tatawat was given a separate laptop and computer for the company's work.

The plaintiff, while reviewing the financial affairs of the company in July-2022, as he needed some information, asked Kamlesh and Varun for the details of the amount due to the company. At that time, it was understood that some amount was due from Nippon Limited Company. Therefore, the plaintiff himself sent several emails to the concerned officials of Nippon Company from July to September-2022 and requested them to pay the amount owed by the company as soon as possible. After many efforts, on 26/08/2022, the officials of Nippon

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Limited Company had sent an email to the plaintiff informing that the amount due to the plaintiff's company had been transferred to the company's BOI A/C No 843720110000498.

Plaintiff obtained the BOI bank account statement and perused it and found that a total amount of 83,22,616/- was received from Nipan Limited Company on 26/07/2022. But on 27/07/2022, it was found that a total amount of 03,23,278/- was transferred to the bank account of the director of the company, Vimal Agarwal.

As the plaintiff was abroad at that time, he contacted the C.F.O. Mr. Kamlesh Tatawat was contacted and inquired about the payment made to Vimal Agarwal on 27 07/2022, but he did not provide satisfactory information either.

The plaintiff contacted Vilam Agarwal but he did not provide any satisfactory information to the plaintiff. After that, Kamlesh Tatawat and Varun Kakaria suddenly stopped coming to the company office.

On the basis of the overall behavior of Vimal Agarwal and Kamlesh Tatawat, as they suspected that they might have committed some financial misdeeds in the company, after coming to India from abroad, the plaintiff contacted the company's chartered accountant. A written letter was sent to Shri. Girish Mundada dated 06/09/2022 requesting him to inquire/scrutiny the back account and financial transactions of the company and inform him of the findings of the enquiry/scrutiny. Accordingly, he has

examined the financial affairs of our company and given his report dated 02/03/2023.

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Supreme Transport, Sangeeta Aviation and the individual (as mentioned above) back account information and perusal of the back statement, under the name of rent and wages, Supreme Transport Company was found that a total amount of 6,27,36,180/- was transferred from the personal bank account of Sangeeta Aviation and the plaintiff to the bank account of the following persons. Names of above persons and their bank account details are as follows.

- 1) In the HDFC Bank A/c No 02721000019875 account of accused Vimal Agarwal during the period from 03/04/2018 to 09/07/2022 from the account of Sritrim Transport Company a total amount of Rs. 1,86,26,908.

The total amount from the account of Sangeeta Aviation Company is Rs. 13,93,250 and from Amit Agarwal's account Rs. 8,00,000 total amount of 02,08,20,158/- has been transferred.

- 2) In HDFC Bank A/c No 02721000018984 of Smt. Nupur Vimal Aggarwal during the period from 16/01/2018 to 06/07/2022 from the account of Supreme Transport Company a total amount of Rs. 22,14,824 from the account of Sangeeta Acquisition Company, a total amount of Rs. 8,17,600 and from Amit Agarwal's account Rs. 8,00,000 aggregating to 38,32,424/- have been transferred.
- 3) Total Rs. 32,98,332/- is transferred including total Rs. 11,05,072/- from

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account of Sachin Transport Company, total Rs. 13,93,250/- from account of Sangeeta Transport Company and Rs. 8,00,000/- from out of Amit Agrawal from 22.06.2018 to 06.07.2022 in HDFC Bank Account No. 02721000019892 of Pinky Kamal Narayan Agrawal.

- 4) Total Rs. 2775470/- is transferred including Rs. 879970/- from account of Supreme Transport Company and total Rs. 1095500/- from account of Sangeeta Aviation Company and Rs. 8,00,000/- from account of Amit Agrawal in HDFC Bank Account No. 02721000070214 of Smt. Samiksha Shirish Agrawal.
- 5) In the HDFC Bank A/c No 02721000055437 account of Mrs. Pinky Jagdish Prasad

Agarwal during the period from 04/05/2018 to 6/07/2022, the total amount from the account of Supreme Transport Company 11.94,970 from the account of Sangeeta Aviation Company is Rs. 8,77,150 and from the account of Amit Agarwal Rs. 7,86,611 total amount of 28.58,700/- has been transferred.

6) Atul Suredra Pandey's HDFC A/c No 12111140000459 between 31/08/2019 to 15/12/2021 total amount of 37,34,000/- has been transferred from the bank account of Sangeeta Aviation.

7) In the PNB Bank A/c No 1565000100131966 account of Mrs. Rajni Suredra Pandey during the period from 09/10/2020 to 05/12/2020 a total amount

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of 11,00,000/- has been transferred from the bank account of the company Sangeeta Aviation.

- 8) In the account of Swapneel Baban Chavan ICICI Bank A/c No 104401531869 & Axis Bank A/c No 921010008877100 during the period from 15/11/2019 to 27/12/2021 a total amount of Rs. Transferred from bank account.
- 9) In Saraswat Bank A/c No 013200128873557 account of Smt. Sneha Baban Chavan from 04/07/2019 to 07/09/2021 a total amount of 47,55,000/- has been transferred to Sangeeta Aviation.
- 10) Also Swapnil Chavan dated 05/03/2017 CAF established a company named

"Potomac Aviation Technology" Income opened a bank account at "Nur Trade Back, UAE" of above Company Address Marol Maroshi Road, Andheri (East), Mumbai . From the Supreme company's bank account the transfer has been made to the Potomac company's bank account.

Sr. No.	Transaction Date	Amount	Value in INR
1	19.4.2017	72,932.15 AED	16,04,500/-
2	19.4.2017	72,983.04 AED	16,05,000/-
		Total	32,09,500/-

11) A total amount of 90,85,437/- has been transferred from the bank account of the company Sangeeta Aviation during the

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period dated 27/02/2019 to 4.9.2020 to the bank account of Rajesh Bhagwandas Agarwal.

12. Rs. 27,14.759/- in the bank account of Balaji Enterprises owned by Rajesh Bhagwandas Aggarwal in the Bassein Catholic Co-Op Bank Ltd A/c No 012130300000051 from 27 02/2019 to 04/09/2020 from the bank account of the company Sangeeta Aviation have been transferred.

In fact, both Supreme Transport and Sangeeta Aviation have been running at a loss for many years. Therefore, the plaintiff has not received any financial compensation from the company's account since 2012 till date. Also the plaintiff's father Mr. Kamal Agarwal and my

younger brother Akash Agarwal have not received any financial compensation. Therefore, as mentioned above, it is clear that they have a fraudulent purpose behind transferring such a huge amount in the accounts of the accused Vimal Agarwal and others during the period from 2018 to 2022. Also, the plaintiff had not received any prior idea from Kamlesh Tatawat and Varun Kakaria during the said period regarding the transfer of the said amount. It is also clear that Vimal Arman and other beneficiaries as well as Kamlesh Tatawat and Varun Kakaria Yanyan are in collusion with each other.

Complainant tried again to contact accused but he responded nothing but Vimal Agrawal and Girish Agrawal filed suit with National Company Law Tribunal, NCLT, Mumbai on 11.11.2022 and



stated no kind of payment made him by Supreme Transport Company from 1.4.2019 under said suit.

Accused are likely to have been committed fraud of some more amount. Accordingly company financial business are being checked properly. Complainant stated, it shall be reported immediately to Sahar Police Station on observing during inspection they said persons committed any further fraud.

Thus the directors of Supreme Transport Pvt Ltd (1) Vimal Agarwal and (2) Girish Agarwal and CFO (3) Kamlesh Bhairav Tatawat colluded with each other for their personal financial gain from April-2018 to July-2022. A total sum of Rs.6,27,36,180/- from the accounts of Supreme

Transport, Sangeeta Aviation Servos as well as personal bank accounts of the plaintiffs in the name of rent and wages (1) Vimal Agarwal (2) Nupar Agarwal (3) Girish Agarwal (4) Samiksha Agarwal (5) Pinky Agarwal (6) Swapneel Chavan (7) Sneha Chavan (8) Atul Pandey and (9) Rajni Pandey, (10) Rajesh Bhagwandas Agarwal by transferring a total amount of 6,27,36,180/- After it became clear that the plaintiff was cheated by embezzlement, the said crime was registered on the basis of the complaint given by the plaintiff.

**Investigation :-**

- 1) After registering the crime, Statements of the following bank accounts were called for under section 91 CRPC.

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**Bank account details of plaintiff's company.**

Sr. No.	Bank name	Account Number	Account Name
1	HDFC	10452840000014	m/S. Supreme Transport Origination Pvt. Ltd.
2	HDFC	03302840000157	As above
3	HDFC	01662840000470	As above
4	HDFC	03302840000140	As above
5	HDFC	04072840000053	As above
6	HDFC	00602340000085	As above
7	BOI	843720110000498	As above
8	BOI	004420110000823	As above
9	PNB	10451131002901	As above
10	DCB	00421300002745	M/s. Sangeeta Aviation Services

			Pvt. Ltd.,
11	HDFC	50200008133578	As above
12	Citii Bank	0060246114	As above
13	PNB	10454015001858	As above
14	DCB	00410200001403	Mr. Ammeet K. Agarwal
15	PNB	10452191004874	Mr. Ammeet K. Agarwal

And detail of Bank account of accused as per latest bank account statement as below of the accused under case is as below.

Sr. No.	Bank name	Account Number	Account Name
1	HDFC	02721000019875	Vimal Agarwal
2	HDFC	02721000018984	Nupur Agarwal
3	HDFC	02721000019892	Girish Agarwal

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4	HDFC	02721000070214	Samiksha Agarwal
5	HDFC	02721000055437	Pinky Agarwal
6	HDFC	12111140000459	Atul Pandey
7	ICICI	104401531869	Swapnil Chavan
8	Saraswat	013200128873557	Sneha Chavan
9	PNB	1565000100131966	Rajni Pandey
10	Axis	921010008877100	Swapnil Chavan

- 2) As stated by the plaintiff in his reply, the total amount of embezzlement in the said offense is Rs.6,27,36,180/- On perusal of the bank account statement of the plaintiff and the accused, it has been found that an amount of 5,95,65,283/- has been transferred from the bank account of the plaintiff and his company to the bank account of the accused.

- 3) From DCB A/c No 042130002745 of plaintiff company Sangeeta Aviation Servos Pvt Ltd to ICICI A/c No 623501540474 of accused Rajesh Agarwal during the period dated 27/02/2019 to 04/09/2020 as stated by the plaintiff in his statement. A total amount of 90,85,428/- has been transferred.
  
- 4) Also from DCB A/c No 042130002745 of plaintiff company Sangeeta Aviation Servos Pvt Ltd to Bassein Catholic Co-Op Bank Ltd A/c No 012130300000051 of Balaji Enterprises owned by accused Rajesh Bhagwandas Agarwal dated 27/02/2019 to During the period 04/09/2020 a total amount of 27,14,759/- has been transferred

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from the bank account of the company Sangeeta Aviation.

- 5) In the investigation of the crime, after verifying the records of transfer of money from the bank account of the plaintiff company Supreme Transport and Sangeeta Aviation as well as from the personal bank account of the plaintiff to the bank account of the accused, the following bank accounts of the accused have been frozen. Also, under section 102, the information regarding the said submitted to the Metropolitan Magistrate, 63rd Court, Andheri, Mumbai. The details of the frozen bank account of the accused are as follows.

Sr. No.	Bank name	Account Number	Account Name
1	HDFC	02721000019875	Vimal Agarwal
2	HDFC	02721000018984	Nupur Agarwal
3	HDFC	02721000019892	Girish Agarwal
4	HDFC	02721000070214	Samiksha Agarwal
5	HDFC	02721000055437	Pinky Agarwal
6	HDFC	12111140000459	Atul Pandey
7	ICICI	104401531869	Swapnil Chavan
8	Saraswat	013200128873557	Sneha Chavan
9	PNB	1565000100131966	Rajni Pandey
10	Axis	921010008877100	Swapnil Chavan
11	ICICI	623501540474	Rajesh Agarwal

- 6) While verifying the back stipend of the applicant-accused in the bank account of the applicant-accused and his company



Balaji Enterprises, a total amount of  
Rs.01,18,00,187/- is as follows.

**Details of the amount transferred from the  
bank account of Sangeeta Aviation Company  
to the bank account of accused Rajesh  
Agarwal:-**

From DCB A/c. No. 00421300002745 to Rajesh Agarwal Account			
Sr. No.	Date	Transaction Detail (Narration)	Amount
1	27.2.2019	NEFT	2,20,000
2	4.3.2019	NEFT	1,00,000
3	4.3.2019	NEFT	1,10,000
4	19.3.2019	IMPS	1,00,000
5	19.3.2019	RTGS	5,25,000
6	19.3.2019	NEFT	2,05,438

7	19.3.2019	NEFT	4,00,000
8	19.3.2019	NEFT	1,00,000
9	22.3.2019	NEFT	1,67,678
10	22.3.2019	NEFT	5,00,000
11	22.3.2019	RTGS	2,50,000
12	10.4.2019	NEFT	2,00,000
13	6.5.2019	NEFT	1,00,000
14	9.5.2019	NEFT	5,00,000
15	3.6.2019	IMPS	15,000
16	1.7.2019	IMPS	50,000
17	4.7.2019	NEFT	3,00,000
18	4.7.2019	IMPS	2,00,000
19	26.7.2019	RTGS	3,00,000
20	2.8.2019	RTGS	3,00,000
21	21.8.2019	NEFT	1,00,000
22	31.8.2019	NEFT	1,75,000
23	6.9.2019	IMPS	1,50,000

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24	6.9.2019	NEFT	15,00,000
25	21.10.2019	NEFT	10,00,000
26	8.11.2019	NEFT	3,00,000
27	13.11.2019	NEFT	4,00,000
28	30.11.2019	NEFT	1,00,000
29	4.12.2019	NEFT	2,40,000
30	20.12.2019	NEFT	40,000
31	9.1.2020	IMPS	10,000
32	3.2.2020	NEFT	50,000
33	4.2.2020	NEFT	25,000
34	24.2.2020	NEFT	30,000
35	11.3.2020	NEFT	50,000
36	7.5.2020	NEFT	6,000
37	5.8.2020	NEFT	2,36,312
38	4.9.2020	NEFT	30,000
		Total	90,85,428/-

Details of the amount transferred from the bank account of Sangeeta Aviation Company to the bank account of accused Balaji Enterprises:-

From DCB A/c No. 00421300002745 to Balaji Enterprises Account			
Sr. No.	Date	Transaction Detail (Narration)	Amount
1	4.7.2019	RTGS	2,50,000
2	5.7.2019	NEFT	2,50,000
3	16.8.2019	NEFT	3,20,960
4	21.8.2019	NEFT	20,000
5	21.8.2019	NEFT	1,80,000
6	6.9.2019	NEFT	4,60,200
7	6.9.2019	NEFT	7,78,249
8	23.10.2019	NEFT	3,00,000
9	30.11.2019	NEFT	1,55,350

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		Total	27,14,759
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Total 90,85,428 + 27,14,759 = 01,18,00,187/-

In the investigation of crime, it has been found that the applicant accused and the other accused have conspired and transferred the innocent amount from the bank account of the plaintiff and his company to their own bank account.

1. In this, the applicant accused and the wanted accused are relatives of each other and their relationship with the plaintiff is similar.
- Wanted accused Vimal Agarwal and Girish Agarwal are cousins of the plaintiff.

- Wanted accused Nupur Agarwal is wife of Vimal Agarwal.
- It should be noted that the accused Samiksha Agarwal is the wife of Girish Agarwal.
- Wanted accused Pinky Agarwal is cousin of the plaintiff and full sister of Vimal and Girish Agarwal.
- Wanted accused Kamlesh Bhairav Tatawat is an employee of the plaintiff company.
- The accused Atul Pandey and Swapneel Chavan are friends of the plaintiff.
- The accused Rajni Pandey is the mother of Atul Pandey and the accused Sneha Chavan is the mother of Swapneel Chavan.
- The applicant-accused is the brother-in-law of accused Vimal and Girish Agarwal.

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- 9) The plaintiff tried to contact the applicant-accused to inquire as to why such a large amount of money was deposited in the applicant-accused's bank account, but the applicant-accused did not respond without giving any relevant reason to the plaintiff.
- 10) The applicant accused and his company Balaji Enterprises were not vendors of the plaintiff's company, yet it has been seen that the amount was transferred from the bank account of the plaintiff and his company to the bank account of the applicant Accused Rajesh Agarwal and Balaji Enterprises as above. Applicant Ageshi has not given positive disclosure to anyone in this regard. In fact, they have not appeared for interrogation.

- 11) It is proved as invested the case it that the accused Nooper Agrawal, Samiksha Agrawal, Pinky Agrawal collected amount for rent 4-5 times per person for various account of company when working for no designation for company of said complainant. And accused Arohi Rajni Chauhan, Rajni Pandy, Swapnil Chauhan and Atul Patil are proved transferred money of company in there bank account when working for no designation of company or when they provided no kind of service for company.
- 12) Preliminary investigation of the crime reveals that Balaji Enterprises is the company of the applicant-accused and the applicant may be using the said account for

money laundering. No business of Balaji Enterprises has been investigated so far. Also, the investigation did not reveal that the said company provided any service to the plaintiff company, yet it is seen that a large amount was deposited in the bank account of the applicant accused company Balaji Enterprises from time to time by the plaintiff company and the said amount was immediately withdrawn by the accused.

- 13) On behalf of the company of the applicant-accused Balaji Enterprises, the applicant-accused. The bills submitted to the court are false and no purchase order has been issued by the plaintiff company to the applicant accused company as per the said bill. Accordingly, no entries of any kind were

found in the company accounts of the plaintiff.

Due to the following reasons, the police object to grant pre-arrest bail to accused No. (10) Rajesh Bhagwandas Agarwal.

- 1) Before registering the case, a letter was sent to Rajesh Agarwal vide letter No. 1725/2023 dated 15/03/2023 regarding attendance at Sahar Police Station for questioning. But he has not appeared for the interrogation nor has he submitted any information to the police.
- 2) The total amount of embezzlement in the said crime is Rs.06,27,36,180/-.The applicant-accused Rajesh Agarwal and the other accused accused in the crime pre-

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planned conspiracy by transferring the money of the plaintiff and both his companies to his own bank account during the period of 2018 to 2022 A total amount of Rs.06,27,36,180/- has been embezzled.

- 3) Out of the total embezzled amount, accused Rajesh Agarwal has embezzled a total amount of 01,18,00,187/-. No relevant information has been submitted to the police regarding the purpose for which the said amount was used by the applicant-accused or for the purpose for which it was accepted.
- 4) Where has the embezzled amount of Rs.01,18,00,187/- been disposed of or invested by the applicant-accused, Since the accused is hiding the information about

this, his intention is to obstruct the investigation.

- 5) A total amount of 27,14,759/- has been accepted by the applicant-accused in the bank account of Balaji Enterprises owned by the applicant-accused Rajesh Agarwal, no business of the said company has been found in the investigation. Also, the applicant-accused has not submitted any bill or other documents in the investigation regarding the provision of any service or material by the said company to the plaintiff's company. Based on this, it is possible that the applicant-accused with the help of other accused had set up companies like Balaji Enterprises and embezzled some

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more money of the plaintiff, accordingly investigation is to be conducted.

- 6) Above applicant accused is working under the umbrella of other accused in the crime. If the applicant is granted pre-arrest bail, it can be used to grant pre-arrest bail to the remaining accused in the crime (Law of Parity).
- 7) If the applicant is granted bail before the arrest of the accused, there is a high possibility that he and his accomplices will destroy the evidence of the accused. Also, the accused in Namud crime may abscond and create a hindrance in the investigation.
- 8) Custodial Interrogation is required in the investigation of the crime to recover the

proceeds of the crime. This will help in uncovering the conspiracy/intent of the applicant accused and his co-accused beyond cheating and embezzlement.

- 9) In the investigation of the crime, the applicant is to recover the proceeds of embezzlement from the accused Rajesh Agarwal and all the other accused.
- 10) It is possible that the accused Rajesh Agarwal with the help of other accused may have purchased immovable or movable property with the embezzled amount or invested elsewhere. Accordingly, the applicant is to investigate and obtain information from the accused.

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- 11) As there is a possibility that the accused Rajesh Agarwal may have invested in the name of his concubine while disposing of the embezzled amount, in order to get information about the same, the applicant is to arrest the accused and get the information of his concubine's bank account and investigate the same.
- 12) That if Rajesh Agarwal is granted pre-arrest bail, he will not be in fear of the law, and it will also deter the witnesses in the said crime from testifying under the influence,
- 13) In view of the said crime, it is necessary to arrest the accused to get evidence from the accused.

- 14) Accused Rajesh Agarwal has to investigate the other accused in the crime with the help of Rajesh Agarwal and arrest the other accused.
- 15) Girish Agarwal and Swapnil Baban are accused in the said crime was arrested on 15/06/2023 and is currently in judicial custody. Also, his bail application has been rejected by the Sessions Court.
- 16) It is seen from his back statement that accused Rajesh Agarwal has received salary more than once in a month in the name of salary.
- 18) After transferring the amount from the bank account of the plaintiff's company to the bank account of the accused Rajesh

Agarwal, it has been seen that certain amount was transferred to 4/5 persons (employees of the plaintiff's company). The investigation is going on.

19) To the same persons (servants of the plaintiff's company) the plaintiff's PN Bank, It is clear that the monthly salary amount has been transferred from the bank account to salary.

20) Investigation reveals that the plaintiff company is purchasing the material required by the company directly from the manufacturer, yet the accused Rajesh Agarwal claims to have supplied the required material to the plaintiff, but the accused has shown his inability to produce any concrete documents in this regard.

From this it is clear that the amount transferred to Balaji Enterprises of the accused is the amount of financial misappropriation.

- 21) Evidence of supply of material to plaintiff's company by accused Balaji Enterprises (e.way bill, transport bill, purchase order of plaintiff's company, quotation sent to plaintiff's company, etc.) has not been produced to the police.
- 22) On perusal of the original secondary copy of the bill attached by the accused with his pre-arrest bail application, it is seen from the contemporaneity of the bill that the said bill has now been produced.

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23) Accused asked to produce bill book (original) of bill attached with his application, but accused has not produced the said bill book. From this, it is clear that the accused has deliberately prepared fake bills for his own defense.

24) Accused has attached the bill copy of Balaji Enterprises with the bail application and the following addresses are on the bill.

a) 501 Satyam Accord, Pancharatna Complex, 150 Fit Road, Bhayander (W), Dist. Thane

b) Plot No. 107, Punam Vandana Industrial Estate, Goddev Road, Bhayandar (E), Thane

The police went to both the above addresses and while investigating, found that Balaji Enterprises did not exist in both the places.

25) The accused in the said crime, Vimal Agarwal, Nupur Agarwal, Samiksha Agarwal, Pinky Agarwal, Atul Pandey, Sneha Chavan, have filed for pre-arrest bail. An application was made in the Court of Sessions Court, Dindoshi, Mumbai. Hon. session court has rejected the pre-arrest bail applications of all of them.

According to the above point, the accused Rajesh Agarwal needs to be investigated and for that he needs to be taken into police custody.

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However, the police have strong objection to grant bail to the accused Rajesh Agarwal before his arrest.

Your faithfully

Senior Police Inspector  
Sahar Police Thane, Mumbai

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**Fairfield.Marriott.com**

A. Agarwal		Room: 226		
		Room Type: QNQN		
		Number of Guests: 2		
		Rate: \$45.00	Clerk:	
Arrive: 14Jul22	Time: 12:45AM	Depart: 15Jul22	Time: 12:00PM	Folio Number: 75767

DATE	DESCRIPTION	CHARGES	CREDITS
14Jul22	Room Charge	45.00	
14Jul22	Occupancy Sales Tax	2.70	
14Jul22	City Tax	3.15	
14Jul22	County Tax	0.90	
15Jul22	Visa		51.75

Card #: VXXXXXXXXXXXX7857/XXXX  
Amount: 51.75 Auth: 077636  
This card was electronically swiped on 15Jul22

<b>BALANCE:</b>	<b>0.00</b>
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A. Agarwal		Room: 227		
		Room Type: QNQN		
		Number of Guests: 2		
		Rate: \$45.00	Clerk:	
Arrive: 14Jul22	Time: 12:50AM	Depart: 15Jul22	Time: 12:00PM	Folio Number: 75768

DATE	DESCRIPTION	CHARGES	CREDITS
14Jul22	Room Charge	45.00	
14Jul22	Occupancy Sales Tax	2.70	
14Jul22	City Tax	3.15	
14Jul22	County Tax	0.90	
15Jul22	Visa		51.75

Card #: VXXXXXXXXXXXX7857XXXX  
 Amount: 51.75 Auth: 090609  
 This card was electronically swiped on 15Jul22

<b>BALANCE:</b>	<b>0.00</b>
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A. Agarwal		Room: 229		
		Room Type: QNQN		
		Number of Guests: 2		
		Rate: \$45.00	Clerk:	
Arrive: 14Jul22	Time: 12:51AM	Depart: 15Jul22	Time: 12:00PM	Folio Number: 75769

DATE	DESCRIPTION	CHARGES	CREDITS
14Jul22	Room Charge	45.00	
14Jul22	Occupancy Sales Tax	2.70	
14Jul22	City Tax	3.15	
14Jul22	County Tax	0.90	
15Jul22	Visa		51.75

Card #: VXXXXXXXXXXXX7857XXXX  
Amount: 51.75 Auth: 079964  
This card was electronically swiped on 15Jul22

<b>BALANCE:</b>	<b>0.00</b>
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**Marriott Bonvoy Account # XXXXX7581.** Your Marriott Bonvoy points/miles earned on your eligible earnings will be credited to your account. Check your Marriott Bonvoy account statement or your online statement for updated activity.

See our "Privacy & Cookie Statement" on [Marriott.com](https://www.marriott.com).



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**Fairfield by Marriott® Amarillo**

6600 I-40 West, Amarillo Tx 79106 P 806.351.0172

**Fairfield.Marriott.com**

A. Agarwal		Room: 231		
		Room Type: QNQN		
		Number of Guests: 2		
		Rate: \$45.00	Clerk:	
Arrive: 14Jul22	Time: 12:53AM	Depart: 15Jul22	Time: 12:00PM	Folio Number: 75770

DATE	DESCRIPTION	CHARGES	CREDITS
14Jul22	Room Charge	45.00	
14Jul22	Occupancy Sales Tax	2.70	
14Jul22	City Tax	3.15	
14Jul22	County Tax	0.90	
15Jul22	Visa		51.75

Card #: VXXXXXXXXXXXX7857XXXX  
Amount: 51.75 Auth: 095774  
This card was electronically swiped on 15Jul22

<b>BALANCE:</b>	<b>0.00</b>
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# ELECTRONIC TICKET ITINERARY/RECEIPT



JAPAN AIRLINES

Thank you for choosing Japan Airlines.

As with all tickets, electronic ticket is not transferable. At check-in, please present all necessary travel documentation and this Itinerary/Receipt. This Itinerary/Receipt must be presented to customs and immigration if requested. Please retain this Itinerary/Receipt throughout your journey.

NAME	AGRAWAL/CHITRANSH GIRISH MSTR	TICKETING DATE	21APR22
TICKET NUMBER	1313904310556-57		
TICKETING AIRLINE	JAPAN AIRLINES	TICKETING PLACE	EASY TRIP PLANNERS LIMITED DELHI 14309584

## ITINERARY

DATE	CITY/AIRPORT	TERMINAL	FLIGHT	CLS/STATUS	TIME (FB)	RESERVATION NUMBER (BGG /NVB /NVA)
18MAY (WED)	DELHI/INDIRA GANDHI INTL	3	JL0030	D/OK	1930	58ECF7
19MAY (THU)	TOKYO/TOKYO INTL HANEDA	3	JAPAN AIRLINES		0655 (07H55)	
	OPERATED BY JAPAN AIRLINES				(DNN0NO2E/CH	/3PC / / )
19MAY (THU)	TOKYO/TOKYO INTL HANEDA	3	JL0010	D/OK	1145	58ECF7
19MAY (THU)	CHICAGO/O HARE INTERNATIONAL	5	JAPAN AIRLINES		0945 (12H00)	
	OPERATED BY JAPAN AIRLINES				(DNN0NO2E/CH	/3PC / / )
01JUN (WED)	CHICAGO/O HARE INTERNATIONAL	3	JL7342	D/OK	1250	58ECF7
01JUN (WED)	DALLAS/DALLAS FT WORTH INTL	0	JAPAN AIRLINES		1519 (02H29)	
	OPERATED BY AMERICAN AIRLINES				(DNN0NO2E/CH	/3PC / / )
18JUL (MON)	DALLAS/DALLAS FT WORTH INTL	0	JL7507	D/OK	1132	58ECF7
18JUL (MON)	LOS ANGELES/LOS ANGELES INTL	0	JAPAN AIRLINES		1240 (03H08)	
	OPERATED BY AMERICAN AIRLINES				(DNN0NO2E/CH	/3PC / / )
18JUL (MON)	LOS ANGELES/LOS ANGELES INTL	B	JL0015	D/OK	1410	58ECF7
19JUL (TUE)	TOKYO/TOKYO INTL HANEDA	3	JAPAN AIRLINES		1725 (11H15)	
	OPERATED BY JAPAN AIRLINES				(DNN0NO2E/CH	/3PC / / )
20JUL (WED)	TOKYO/TOKYO INTL HANEDA	3	JL0039	D/OK	1045	58ECF7
20JUL (WED)	DELHI/INDIRA GANDHI INTL	3	JAPAN AIRLINES		1600 (08H45)	
	OPERATED BY JAPAN AIRLINES				(DNN0NO2E/CH	/3PC / / )

FB: FARE BASIS BGG: FREE BAGGAGE ALLOWANCE  
NVB/NVA: NOT VALID BEFORE/AFTER

## FARE/TICKET INFORMATION

FORM OF PAYMENT	CA		
FARE	INR 125250		
TAX/FEE/CHARGE	INR 63 IN	INR 18166 K3	INR 1081 P2
	INR 91 WO	INR 868 SW	INR 856 AY
	INR 3006 US	INR 303 XA	INR 344 XF
	INR 534 XY	INR 467 YC	INR 26126 YQ
TOTAL	INR 177155		

FARE CALCULATION DEL JL X/TYO JL CHI S48.95 JL DFW 792.94 JL X/LAX JL X/TYO JL DEL 792.95  
NUC1634.83END ROE76.612782 XF LAX4.5

ENDORSEMENTS JL ONLY TPAC/NON-END/RFD AGT/422773

DATE OF ISSUE 21APR22 PLACE OF ISSUE

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Terminal Indicators

I => INTERNATIONAL \*Please note that number "1" and Alphabet "I" look alike

D => DOMESTIC

M => MAIN

NUMBER => Terminal Number

## HAZARDOUS MATERIALS NOTIFICATION

The carriage of certain hazardous materials, like aerosols, fireworks, and flammable liquids, aboard the aircraft is forbidden. If you do not understand these restrictions, further information may be obtained from your airline.

## DATA PROTECTION NOTICE

Your personal data will be processed in accordance with the applicable carrier's privacy policy and, if your booking is made via a reservation system provider ("GDS"), with its privacy policy. These are available at <http://www.iatatravelcenter.com/privacy> or from the carrier or GDS directly. You should read this documentation, which applies to your booking and specifies, for example, how your personal data is collected, stored, used, disclosed and transferred.

A handwritten signature or set of initials, possibly '69', enclosed within a hand-drawn circle.



We are proud to feature a 100% smoke-free fleet!

RENTAL AGREEMENT NUMBER: 339633755

RECEIPT

Your Information

Customer Name: G KUMAR AGRAWAL
Wizard Number: \*\*\*68Z
Avis Worldwide Discount: COSTCO.COM NEW (D)
Coupon Number: MUGA017
Customer Status: PREFERRED
Method of Payment: VISA XX3874

Your Vehicle Information

Vehicle Number: 96209610
Vehicle Group Rented: Cool Cars
Vehicle Group Charged: 12-Passenger Van
Vehicle Description: WHI CHEV EX15 VAN
License Plate Number: TXPFM1968
Odometer Out: 27061
Odometer In: 28056
Total Driven: 995
Fuel Reading: Out 30.7 Gal| In30.9 Gal
Vehicle Exchange Area: Previous Car: 92423645, Odometer In: 28056, Total Driven: 00995, Location: DFW, Date/Time: 17JUN22/1440

Your Rental

Pickup Date/Time: JUN 01,2022@8:53PM
Pickup Location: 2424 EAST 38TH STREET, DALLAS-FORT WORTH INTL APO, DALLAS,TX,75261,US, 972-574-4130

Return Date/Time: JUN 17,2022@2:40PM
Return Location: 2424 EAST 38TH STREET, DALLAS-FORT WORTH INTL APO, DALLAS,TX,75261,US, 972-574-4130

Additional fees may apply if changes are made to your return date, time and/or location.

Your Vehicle Charges (MIN 28 DAY IF NOT MET DLY RT = 110.70 / MAX 59 DAY)

Table with columns: Rate Chart, Free Miles, Time and Mileage. Includes rows for Miles (UNLIMITED), Hourly (73.80), Ad'l day (221.40), Period (3329.99), Your Discount (1771.20), Adjustments (M) (-15.00), Less 12.00% Discount (-212.54), and Time and Mileage (1543.66).

Your Optional Products/Services

1 RSN 7.99/DY 48.93/WK
1 TOL 11.99/DY 59.95/WK MX 239.80
Fuel Service = (30.7 Gal Out- 30.9 Gal In) 4.393/GAL

Optional Services Total: 257.72

Your Taxable Fees

Table listing taxable fees: 11.11% Concession Recovery Fee (203.42), CUSTOMER FACILITY CHG 4.00/D (64.00), TRANSPORTATION FEE 2.50/DY (40.00), VEH LICENSE RECOUP 1.85/DY (29.60), Optional Services Total Taxable (143.88), Sub-total-Charges (2024.56), TAX 15.000% (303.68).

I had an option to pay in USD but chose INR. The exchange rate was calculated at the time of return by Avis based on market rates. Avis will process currency conversion for a 3% fee.

Your Non-Taxable Products/Services

Table listing non-taxable services: GAS SVC OPTION (141.36), Optional Services Total Non Taxable (113.84).

Your Total Charges: 2583.44
Prepayment: 0.00

Net Charges: USD 2816.10
Your Total Due: 0.00

Transaction Currency: INR 206932.25
Exchange Rate: 80.539

Thank you for renting with Avis. For all other inquiries, please contact us at 1-800-352-7900 or www.Avis.com. At Avis, we are committed to providing you with the best rental experience in the industry. We are in the business of treating people like people. Thank you for renting with AVIS. To enroll in AVIS preferred and to enroll in the AVIS loyalty program, please visit avis.com for more information.

Your vehicle was rented to you by JASON. Your vehicle was checked in by JASON.



We are proud to feature a 100% smoke-free fleet!

RENTAL AGREEMENT NUMBER: 339757106

RECEIPT

Your Information

Customer Name: GIRISH KUMAR AGRAWAL
Avis Worldwide Discount: COSTCO.COM NEW (D)
Method of Payment: VISA XX3874

Your Vehicle Information

Vehicle Number: 99047690
Vehicle Group Rented: Cool Cars
Vehicle Group Charged: Cool Cars
Vehicle Description: SIL DODGE RAM 1500 QUAD SLT 4X
License Plate Number: TXRKZ8273
Odometer Out: 1947
Odometer In: 2819
Total Driven: 872
Fuel Reading: Out 8/8 | In 8/8

Your Rental

Pickup Date/Time: JUN 17, 2022 @ 4:01 PM
Pickup Location: 2424 EAST 38TH STREET
DALLAS-FORT WORTH INTL APO
DALLAS, TX, 75261, US
972-574-4130

Return Date/Time: JUL 01, 2022 @ 1:49 PM
Return Location: 2424 EAST 38TH STREET
DALLAS-FORT WORTH INTL APO
DALLAS, TX, 75261, US
972-574-4130

Additional fees may apply if changes are made to your return date, time and/or location.

Your Vehicle Charges (MIN 99 HRS / MAX 28 DAY)

Table with columns: Rate Chart, Free Miles, Time and Mileage. Includes rows for Miles (UNLIMITED), Hourly (69.19), Daily (138.38), Ad'l day (68.79), Weekly (481.49), Monthly (1925.96), Your Discount (2 WK @ 481.49 = 962.98, Less 12.00% Discount = -115.56), and Time and Mileage (847.42).

Your Optional Products/Services

Optional Services Total: 0.00

Your Taxable Fees

Table listing taxable fees: 11.11% Concession Recovery Fee (97.03), CUSTOMER FACILITY CHG 4.00/D (56.00), TRANSPORTATION FEE 2.50/DY (35.00), VEH LICENSE RECOUP 1.85/DY (25.90). Sub-total-Charges: 1061.35, TAX 15.000%: 159.20.

Your Non-Taxable Products/Services

Summary table: Your Total Charges: 1220.55, Prepayment: 0.00

Summary table: Net Charges: USD 1220.55, Your Total Due: 0.00

Thank you for renting with Avis. For all other inquiries, please contact us at 1-800-352-7900 or www.Avis.com. At Avis, we are committed to providing you with the best rental experience in the industry. We are in the business of treating people like people. Thank you for renting with AVIS. To enroll in AVIS preferred and to enroll in the AVIS loyalty program, please visit avis.com for more information.

Your vehicle was rented to you by VYNISHA. Your vehicle was checked in by WILLIAM.





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RENTAL AGREEMENT NUMBER: 435737131

RECEIPT

Your Information

Customer Name: KUMAR GIRISH
Budget Customer Discount: COSTCO TRAVEL
Method of Payment: MASTER XX5334
Signature Captured
TID: 0000H023

Your Vehicle Information

Vehicle Number: 97024056
Vehicle Group Rented: 12-Passenger Van
Vehicle Group Charged: 12-Passenger Van
Vehicle Description: WHI FORD TRANSIT WAGON
License Plate Number: TXPFM2945
Odometer Out: 45783
Odometer In: 47336
Total Driven: 1553
Fuel Reading: Out 25.0 Gal| In4.4 Gal

Your Rental

Pickup Date/Time: JUL 02,2022@12:09PM
Pickup Location: 2424 EAST 38TH STREET
DALLAS/FT WORTH INTL AIRPORT
DALLAS,TX,75261,US
972-615-4400

Return Date/Time: JUL 16,2022@2:10PM
Return Location: 2424 EAST 38TH STREET
DALLAS/FT WORTH INTL AIRPORT
DALLAS,TX,75261,US
972-615-4400

Additional fees may apply if changes are made to your return date, time and/or location.

Your Vehicle Charges (MIN 240 HRS IF NOT MET DLY RT = 395.00 / MAX 14 DAY)

Table with columns: Rate Chart, Free Miles, Time and Mileage. Includes rows for Miles (UNLIMITED), Hourly (197.51), Ad'l day (214.28), Period (2999.98), and Time and Mileage (2828.55).

Your Optional Products/Services

1 ADR .00/DY .00/WK
Fuel Service = (25.0 Gal Out- 04.4 Gal In) 9.990/GAL

Optional Services Total: 0.00

Your Taxable Fees

Table listing taxable fees: 11.11% Concession Recovery Fee (317.33), CUSTOMER FACILITY CHG 4.00/D (60.00), TRANSPORTATION FEE 2.50/DY (37.50), VEH LICENSE RECOUP 1.85/DY (27.75). Sub-total-Charges: 3271.13, TAX 15.000%: 490.67.

Your Non-Taxable Products/Services

Fuel Service 205.79

Your Total Charges: 3967.59
Prepayment: 0.00

Summary table with two columns: Description and Amount. Net Charges: USD 3967.59, Your Total Due: 0.00.

Thank you for renting with Budget. For all other inquiries, please contact us at 1-800-527-0700. or www.budget.com.

Your vehicle was rented to you by MARIANA. Your vehicle was checked in by 99987.



We are proud to feature a 100% smoke-free fleet!

RENTAL AGREEMENT NUMBER: 435737131

RECEIPT

Your Information

Customer Name: KUMAR GIRISH
Budget Customer Discount: COSTCO TRAVEL
Method of Payment: MASTER XX5334
Signature Captured:
TID: 0000H023
AUTH: 019920
Authorization Mode: Issuer

Your Vehicle Information

Vehicle Number: 97024056
Vehicle Group Rented: 12-Passenger Van
Vehicle Group Charged: 12-Passenger Van
Vehicle Description: WHI FORD TRANSIT WAGON
License Plate Number: TXPFM2945
Odometer Out: 45783
Odometer In: 47336
Total Driven: 1553
Fuel Reading: Out 25.0 Gall In 4.4 Gal

Your Rental

Pickup Date/Time: JUL 02,2022@12:09PM
Pickup Location: 2424 EAST 38TH STREET
DALLAS/FT WORTH INTL AIRPORT
DALLAS,TX,75261,US
972-615-4400

Return Date/Time: JUL 16,2022@2:10PM
Return Location: 2424 EAST 38TH STREET
DALLAS/FT WORTH INTL AIRPORT
DALLAS,TX,75261,US
972-615-4400

Additional fees may apply if changes are made to your return date, time and/or location.

Your Vehicle Charges (MIN 240 HRS IF NOT MET DLY RT = 395.00 / MAX 14 DAY)

Table with columns: Rate Chart, Free Miles, Time and Mileage. Includes rows for Miles (UNLIMITED), Hourly (197.51), Ad'l day (214.28), Period (2999.98), Your Discount (214.28), and Time and Mileage (2410.55).

Your Optional Products/Services

1 ADR .00/DY .00/WK
Fuel Service = (25.0 Gal Out- 04.4 Gal In) 9.990/GAL

Optional Services Total: 0.00

Your Taxable Fees

Table with columns: Fee Description, Amount. Includes rows for 11.11% Concession Recovery Fee (270.90), CUSTOMER FACILITY CHG (60.00), TRANSPORTATION FEE (37.50), VEH LICENSE RECOUP (27.75), Sub-total-Charges (2806.70), and TAX 15.000% (421.01).

Your Non-Taxable Products/Services

Table with columns: Product/Service, Amount. Includes Fuel Service (205.79).

Your Total Charges: 3433.50
Prepayment: 0.00

Summary table with columns: Description, Amount. Includes Net Charges (USD 3433.50) and Your Total Due (0.00).

Handwritten number 73 in a circle.

For all other inquiries, please contact us at 1-800-627-6767 or visit [www.azgoc.com](http://www.azgoc.com).

Your vehicle was rented to you by MARIANA. Your vehicle was checked in by 99987.

# ELECTRONIC TICKET ITINERARY/RECEIPT



JAPAN AIRLINES

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NAME	AGRAWAL/GIRISHKUMAR JAGDISH MR	TICKETING DATE	21APR22
TICKET NUMBER	1313904310552-53		
TICKETING AIRLINE	JAPAN AIRLINES	TICKETING PLACE	EASY TRIP PLANNERS LIMITED DELHI 14309584

## ITINERARY

DATE	CITY/AIRPORT	TERMINAL	FLIGHT	CLS/STATUS	TIME (FB)	RESERVATION NUMBER (BGG /NVB /NVA)
18MAY (WED)	DELHI/INDIRA GANDHI INTL	3	JL0030	D/OK	1930	58ECF7
19MAY (THU)	TOKYO/TOKYO INTL HANEDA	3	JAPAN AIRLINES		0655 (07H55)	
	OPERATED BY JAPAN AIRLINES				(DNN0NO2E/DISC	/3PC / / )
19MAY (THU)	TOKYO/TOKYO INTL HANEDA	3	JL0010	D/OK	1145	58ECF7
19MAY (THU)	CHICAGO/O HARE INTERNATIONAL	5	JAPAN AIRLINES		0945 (12H00)	
	OPERATED BY JAPAN AIRLINES				(DNN0NO2E/DISC	/3PC / / )
01JUN (WED)	CHICAGO/O HARE INTERNATIONAL	3	JL7342	D/OK	1250	58ECF7
01JUN (WED)	DALLAS/DALLAS FT WORTH INTL	0	JAPAN AIRLINES		1519 (02H29)	
	OPERATED BY AMERICAN AIRLINES				(DNN0NO2E/DISC	/3PC / / )
18JUL (MON)	DALLAS/DALLAS FT WORTH INTL	0	JL7507	D/OK	1132	58ECF7
18JUL (MON)	LOS ANGELES/LOS ANGELES INTL	0	JAPAN AIRLINES		1240 (03H08)	
	OPERATED BY AMERICAN AIRLINES				(DNN0NO2E/DISC	/3PC / / )
18JUL (MON)	LOS ANGELES/LOS ANGELES INTL	B	JL0015	D/OK	1410	58ECF7
19JUL (TUE)	TOKYO/TOKYO INTL HANEDA	3	JAPAN AIRLINES		1725 (11H15)	
	OPERATED BY JAPAN AIRLINES				(DNN0NO2E/DISC	/3PC / / )
20JUL (WED)	TOKYO/TOKYO INTL HANEDA	3	JL0039	D/OK	1045	58ECF7
20JUL (WED)	DELHI/INDIRA GANDHI INTL	3	JAPAN AIRLINES		1600 (08H45)	
	OPERATED BY JAPAN AIRLINES				(DNN0NO2E/DISC	/3PC / / )

FB: FARE BASIS BGG: FREE BAGGAGE ALLOWANCE  
NVB/NVA: NOT VALID BEFORE/AFTER

## FARE/TICKET INFORMATION

FORM OF PAYMENT	CA		
FARE	INR 167000		
TAX/FEE/CHARGE	INR 63 IN	INR 23176 K3	INR 1081 P2
	INR 91 WO	INR 1748 SW	INR 856 AY
	INR 3006 US	INR 303 XA	INR 344 XF
	INR 534 XY	INR 467 YC	INR 26126 YQ
TOTAL	INR 224795		

FARE CALCULATION DEL JL X/TYO JL CHI S65.26 JL DFW 1057.26 JL X/LAX JL X/TYO JL DEL 1057.26  
NUC2179.78END ROE76.612782 XF LAX4.5

ENDORSEMENTS JL ONLY TPAC/NON-END/RFD AGT/422773

DATE OF ISSUE 21APR22 PLACE OF ISSUE

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M => MAIN  
NUMBER => Terminal Number

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# ELECTRONIC TICKET ITINERARY/RECEIPT



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NAME	AGRAWAL/SAMIXA GIRISH MRS	TICKETING DATE	21APR22
TICKET NUMBER	1313904310550-51		
TICKETING AIRLINE	JAPAN AIRLINES	TICKETING PLACE	EASY TRIP PLANNERS LIMITED DELHI 14309584

## ITINERARY

DATE	CITY/AIRPORT	TERMINAL	FLIGHT	CLS/STATUS	TIME (FB)	RESERVATION NUMBER (BGG /NVB /NVA)
18MAY (WED)	DELHI/INDIRA GANDHI INTL	3	JL0030	D/OK	1930	58ECF7
19MAY (THU)	TOKYO/TOKYO INTL HANEDA	3	JAPAN AIRLINES		0655 (07H55)	
	OPERATED BY JAPAN AIRLINES				(DNN0NO2E/DISC /3PC / / )	
19MAY (THU)	TOKYO/TOKYO INTL HANEDA	3	JL0010	D/OK	1145	58ECF7
19MAY (THU)	CHICAGO/O HARE INTERNATIONAL	5	JAPAN AIRLINES		0945 (12H00)	
	OPERATED BY JAPAN AIRLINES				(DNN0NO2E/DISC /3PC / / )	
01JUN (WED)	CHICAGO/O HARE INTERNATIONAL	3	JL7342	D/OK	1250	58ECF7
01JUN (WED)	DALLAS/DALLAS FT WORTH INTL	0	JAPAN AIRLINES		1519 (02H29)	
	OPERATED BY AMERICAN AIRLINES				(DNN0NO2E/DISC /3PC / / )	
18JUL (MON)	DALLAS/DALLAS FT WORTH INTL	0	JL7507	D/OK	1132	58ECF7
18JUL (MON)	LOS ANGELES/LOS ANGELES INTL	0	JAPAN AIRLINES		1240 (03H08)	
	OPERATED BY AMERICAN AIRLINES				(DNN0NO2E/DISC /3PC / / )	
18JUL (MON)	LOS ANGELES/LOS ANGELES INTL	B	JL0015	D/OK	1410	58ECF7
19JUL (TUE)	TOKYO/TOKYO INTL HANEDA	3	JAPAN AIRLINES		1725 (11H15)	
	OPERATED BY JAPAN AIRLINES				(DNN0NO2E/DISC /3PC / / )	
20JUL (WED)	TOKYO/TOKYO INTL HANEDA	3	JL0039	D/OK	1045	58ECF7
20JUL (WED)	DELHI/INDIRA GANDHI INTL	3	JAPAN AIRLINES		1600 (08H45)	
	OPERATED BY JAPAN AIRLINES				(DNN0NO2E/DISC /3PC / / )	

FB: FARE BASIS BGG: FREE BAGGAGE ALLOWANCE  
NVB/NVA: NOT VALID BEFORE/AFTER

## FARE/TICKET INFORMATION

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FARE	INR 167000		
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	INR 91 WO	INR 1748 SW	INR 856 AY
	INR 3006 US	INR 303 XA	INR 344 XF
	INR 534 XY	INR 467 YC	INR 26126 YQ
TOTAL	INR 224795		

FARE CALCULATION DEL JL X/TYO JL CHI S65.26 JL DFW 1057.26 JL X/LAX JL X/TYO JL DEL 1057.26  
NUC2179.78END ROE76.612782 XF LAX4.5

ENDORSEMENTS JL ONLY TPAC/NON-END/RFD AGT/422773

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Terminal Indicators

I => INTERNATIONAL \*Please note that number "1" and Alphabet "I" look alike

D => DOMESTIC

M => MAIN

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#### HAZARDOUS MATERIALS NOTIFICATION

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# ELECTRONIC TICKET ITINERARY/RECEIPT



JAPAN AIRLINES

Thank you for choosing Japan Airlines.

As with all tickets, electronic ticket is not transferable. At check-in, please present all necessary travel documentation and this Itinerary/Receipt. This Itinerary/Receipt must be presented to customs and immigration if requested. Please retain this Itinerary/Receipt throughout your journey.

NAME	AGRAWAL/SIDDHI GIRISH MS	TICKETING DATE	21APR22
TICKET NUMBER	1313904310554-55		
TICKETING AIRLINE	JAPAN AIRLINES	TICKETING PLACE	EASY TRIP PLANNERS LIMITED DELHI 14309584

## ITINERARY

DATE	CITY/AIRPORT	TERMINAL	FLIGHT	CLS/STATUS	TIME (FB)	RESERVATION NUMBER (BGG /NVB /NVA)
18MAY (WED)	DELHI/INDIRA GANDHI INTL	3	JL0030	D/OK	1930	58ECF7
19MAY (THU)	TOKYO/TOKYO INTL HANEDA	3	JAPAN AIRLINES		0655 (07H55)	
	OPERATED BY JAPAN AIRLINES				(DNN0NO2E/DISC /3PC / / )	
19MAY (THU)	TOKYO/TOKYO INTL HANEDA	3	JL0010	D/OK	1145	58ECF7
19MAY (THU)	CHICAGO/O HARE INTERNATIONAL	5	JAPAN AIRLINES		0945 (12H00)	
	OPERATED BY JAPAN AIRLINES				(DNN0NO2E/DISC /3PC / / )	
01JUN (WED)	CHICAGO/O HARE INTERNATIONAL	3	JL7342	D/OK	1250	58ECF7
01JUN (WED)	DALLAS/DALLAS FT WORTH INTL	0	JAPAN AIRLINES		1519 (02H29)	
	OPERATED BY AMERICAN AIRLINES				(DNN0NO2E/DISC /3PC / / )	
18JUL (MON)	DALLAS/DALLAS FT WORTH INTL	0	JL7507	D/OK	1132	58ECF7
18JUL (MON)	LOS ANGELES/LOS ANGELES INTL	0	JAPAN AIRLINES		1240 (03H08)	
	OPERATED BY AMERICAN AIRLINES				(DNN0NO2E/DISC /3PC / / )	
18JUL (MON)	LOS ANGELES/LOS ANGELES INTL	B	JL0015	D/OK	1410	58ECF7
19JUL (TUE)	TOKYO/TOKYO INTL HANEDA	3	JAPAN AIRLINES		1725 (11H15)	
	OPERATED BY JAPAN AIRLINES				(DNN0NO2E/DISC /3PC / / )	
20JUL (WED)	TOKYO/TOKYO INTL HANEDA	3	JL0039	D/OK	1045	58ECF7
20JUL (WED)	DELHI/INDIRA GANDHI INTL	3	JAPAN AIRLINES		1600 (08H45)	
	OPERATED BY JAPAN AIRLINES				(DNN0NO2E/DISC /3PC / / )	

FB: FARE BASIS BGG: FREE BAGGAGE ALLOWANCE  
NVB/NVA: NOT VALID BEFORE/AFTER

## FARE/TICKET INFORMATION

FORM OF PAYMENT	CA
FARE	INR 167000
TAX/FEE/CHARGE	INR 63 IN INR 23176 K3 INR 1081 P2 INR 91 WO INR 1748 SW INR 856 AY INR 3006 US INR 303 XA INR 344 XF INR 534 XY INR 467 YC INR 26126 YQ
TOTAL	INR 224795
FARE CALCULATION	DEL JL X/TYO JL CHI S65.26 JL DFW 1057.26 JL X/LAX JL X/TYO JL DEL 1057.26 NUC2179.78END ROE76.612782 XF LAX4.5
ENDORSEMENTS	JL ONLY TPAC/NON-END/RFD AGT/422773

DATE OF ISSUE 21APR22 PLACE OF ISSUE

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जावक क्रमांक 4404/2023  
वरिष्ठ पोलीस निरीक्षक  
सहार पोलीस ठाणे, मुंबई  
दिनांक :- 21/07/2023

प्रति,

मा. सरकारी अभियोक्ता  
उच्च न्यायालय, मुंबई

विषय :- सहार पोलीस ठाणे, गु.र.क्र 155/2023 मधील पाहीजे  
आरोपी राजेश भगवानदास अगरवाल याने अटक पुर्व  
जामीनासाठी केलेला अर्ज.

संदर्भ :- अटक पुर्व जामीन अर्ज क्रमांक 1683/2023  
महोदय,

सहार पोलीस ठाणे, मुंबई येथे दिनांक 25/08/2023 रोजी गु.र.क्र  
155/2023 कलम 120(ब), 409, 409, 499(अ), 420, 38 भादवि अन्वये  
खालील नमुद आरोपी विरुद्ध गुन्हा नोंद करण्यात आला असून त्याची माहिती  
खालील प्रमाणे आहे.

- १) गुन्हा नोंद क्रमांक :- 155/2023
- २) कलम :- 120(ब), 409, 409, 499(अ), 420, 38 भादवि
- ३) गुन्हा घडला दि/वेळ :- एप्रिल-2018 ते जुलै-2022 या कालावधीत
- ४) गुन्हा दाखल दि/वेळ :- दिनांक 25/08/23 रोजी 17.30 वाजता
- ५) गुन्ह्याची जागा :- 5/बी-38, 5/बी-32 अक्षय मित्तल  
इंडस्ट्रीयल इस्टेट, अंधेरी कुर्ला रोड,  
अंधेरी (पुर्व), मुंबई
- ६) फिर्यादी :- श्री. अमीत कमल अगरवाल, वय 38 वर्षे,
- ७) अपहाराची मालमत्ता :- एकुण रुपये 6,29,36,180/- एवढी रक्कम
- ८) हस्तगत मालमत्ता :- नाही
- ९) आरोपी अटक :- नाही
- १०) आरोपी पाहीजे :- १) विमलकुमार जगदीशप्रसाद आग्रवाल  
२) नुपर विमलकुमार अगरवाल  
३) गिरीष जगदीशप्रसाद अगरवाल  
४) समीक्षा गिरीष अगरवाल  
५) पिंकी जगदीशप्रसाद अगरवाल  
६) स्वप्नील बबन चव्हाण  
७) स्नेहा बबन चव्हाण  
८) अतुल सुरेद्र पांडे  
९) रजनी सुरेद्र पांडे,  
१०) राजेश भगवानदास अगरवाल  
११) कमलेश भैरव तातावत
- ११) तपास अधिकारी :- सपोनि संदीप शिंदे

उपरोक्त आरोपीपैकी आरोपी क्रमांक (१०) राजेश भगवानदास अगरवाल याने अटक पुर्व जामीनासाठी संदर्भान्वये अर्ज केला आहे. आरोपी राजेश अगरवाला याच्या अटक पुर्व जामीन अर्जास अनुसरुन सहार पोलीस ठाणेकडुन खालील प्रमाणे अहवाल सादर करण्यात येत आहे.

**शोडक्यात हकीगत:**— फियर्दी श्री. अमीत कमल अगरवाल, वय ३४ वर्षे याचे वडील श्री. कमल अगरवाल यांनी सन-२००८ मध्ये सुप्रिम ट्रान्सपोर्ट प्रा लि नावाची कंपनी सुरु केलेली आहे. तर फियर्दी यांनी संगीता एव्हीएशन सर्विस प्रा लि कंपनीची स्थापना सन-२०१२ मध्ये केलेली आहे. या दोन्ही कंपन्यामध्ये फियर्दी हे अध्यक्ष आणि कार्यकारी संचालक म्हणुन सध्या कार्यरत आहेत. दोन्ही कंपनीचे ऑसिफ ५/बी-३४, ५/बी-३२ अक्षय मित्तल इंडस्ट्रीयल इस्टेट, अंधेरी कुर्ला रोड, अंधेरी (पुर्व), मुंबई या ठिकाणी आहे.

सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीमध्ये फियर्दी हे स्वतः, तसेच त्यांचे वडील श्री. कमल अगरवाल, सख्खा धाकटा भाऊ आकाश अगरवाल आणि आरोपी विमल अगरवाल व गिरीष अगरवाल असे एकुण ०५ संचालक आहेत. सदर कंपनीचा मुख्य व्यवसाय मालाची रस्ते वाहतुक आणि हवाई वाहतुक करण्याचा आहे. कंपनीच्या मालकीची काही वाहने व विमान आहे. या व्यतीरीक्त कंपनीच्या व्यवसाया करीता आवश्यकते नुसार भाडे तत्वावर वाहने घेतली जातात. सदर कंपनीचे मुख्य कार्यालय मुंबईमध्ये असुन पनवेल, कळंबोली, राजस्थान, गुजरात, दिल्ली आणि बेंगलोर या ठिकाणी शाखा व विभागीय कार्यालये आहेत.

संचालकापैकी आरोपी विमल अगरवाल हे बेंगलोर येथे रहावयास आहेत तर संचालक गिरीष अगरवाल हे दिल्ली येथे रहावयास आहेत. ते दोघेही नात्याने फियर्दी यांचे चुलतभाऊ आहेत. त्यांचे दिवंगत वडील कै. जगदीशप्रसाद अगरवाल हे फियर्दी यांच्या वडीलांचे सख्खे मोठे भाऊ होते. कै. जगदीशप्रसाद अगरवाल यांच्या मृत्यु नंतर विमल अगरवाल आणि गिरीष अगरवाल यांची परस्परातील सहमती नुसार सुप्रिम ट्रान्सपोर्ट कंपनीमध्ये संचालक म्हणुन नियुक्ती करण्यात आली आहे. ते दोघेही प्रत्येक महीन्यातील काही दिवस मुंबईमध्ये राहुन कंपनीच्या दैनदिन कामकाजात सहभागी होत असत.

सुप्रिम ट्रान्सपोर्ट प्रा लि. ही कंपनी तोटयात व्यवसाय करीत असल्यामुळे सन-२०१२ साली अगरवाल कुटुंबातील समझौत्या नुसार फियर्दी यांची सदर कंपनीमध्ये कार्यकारी संचालक आणि अध्यक्ष म्हणुन नेमणुक करण्यात आली आहे. तेव्हापासुन दोन्ही कंपनीचा व्यवसाय एकत्रीत रित्या वर नमुद पत्त्यावरील कंपनीच्या कार्यालयातुन फियर्दी यांच्या देखरेखीखाली करण्यात येत आहे. संगीता एव्हीएशन या कंपनीच्या विरूध्द थकबाकी देय असल्याकारणाने एका कंपनीने एन.सी. एल.टी. येथे इन्सॉल्व्हन्सी पीटीशन दाखल केले होते. त्यानुसार मा. एन.सी.एल.टी. प्राधिकरणाने संगीता एव्हीएशन या कंपनीस दिवाळखोर म्हणुन दिनांक १०/०८/२०२१ रोजी घोषित केले होते. त्याविरूध्द कंपनीच्या वतीने अपीलिय प्राधिकरणाकडे दाद मागण्यात आली असुन त्याची सुनावणी चालू आहे. त्यामुळे संगीता एव्हीएशन या कंपनीच्या सर्व आर्थिक व्यवहारांवर मा. एन.सी.एल.टी. प्राधिकरणाने नेमलेल्या आय.आर.पी. श्री बिजेंद्र झा यांची देखरेख आहे.

पुढे चालू.....

“२”

सन-२०१४ मध्ये फिर्यादी यांच्या कंपनीमध्ये आरोपी वरुण रमेश काकरीया, रा.ठी. बि विंग, शरयु बिल्डींग, सुचीधाम, फिल्म सिटी रोड, मालाड (पुर्व), मुंबई याची नेमणुक सदर कंपनीमध्ये सहाय्यक म्हणुन करण्यात आली होती.

सन-२०१६ साली फिर्यादी यांच्या कंपनीमध्ये आरोपी कमलेश भैरव-तातावत, रा.ठी. ८९/डी, नारायण विहार-१, जगन्नाथपुर, संगानेर, जयपुर, राजस्थान याची चिफ फायनान्स ऑफिसर म्हणुन नियुक्ती केली होती. तसेच त्याचा चुलतभाऊ मुकेश भैरव -तातावत याची नियुक्ती चिफ ऑपरेशन ऑफिसर म्हणुन केली होती.

दोन्ही कंपन्या वेळोवेळी सरकारच्या विविध खात्यातर्फे जाहीर करण्यात आलेल्या प्रकल्पात ठेकदार म्हणुन सहभागी होत असतात. सदर कंत्राट मिळविण्या करीता करावयाची संपुर्ण प्रक्रीया, त्या करीता आवश्यक असलेले सर्व कागदोपत्री व्यवहार, वेळोवेळी संबधीत सरकारी अधिकाऱ्या समवेत संपर्क ठेवणे, कंत्राट पुर्ण करण्या करीता विविध व्यवसायीकांची मदत घेणे, कंत्राटा प्रमाणे नेमुन दिलेले काम पुर्ण करणे, सरकारी कार्यालयातुन येणे असलेल्या रकमेचा पाठपुरावा करणे, कंपनी तर्फे विविध व्यवसायीकांना देय असलेली रक्कम अदा करणे इत्यादी अनेक कार्य व्यवसाया निमित्त करावी लागतात. या सर्व कामाची जबाबदारी कमलेश तातावत आणि वरुण काकरीया यांच्यावर सोपविण्यात आली होती, त्या प्रमाणे ते दोघेजण कंपनीतील कामकाज करीत होते.

फिर्यादीचे पुर्वीचे मित्र स्वप्नील चव्हाण आणि अतुल पांडे हे सुध्दा वर नमुद पत्त्यावरील कंपनीच्या कार्यालयात नेहमी येत-जात होते. दोन्ही कंपनीचे एच. डी.एफ.सी बँक, बँक ऑफ इंडिया, पंजाब नॅशनल बँक, सिटी बँक, डी.सी.बी बँक इत्यादी बँकेमध्ये बँक खाते आहेत. सदर बँक खात्याचा तपशील खालील प्रमाणे आहे.

	Bank Name	Account Number
M/s Supreme Transport Origination Pvt. Limited	HDFC	10452840000014
	HDFC	03302840000157
	HDFC	01662840000470
	HDFC	03302840000140
	HDFC	04072840000053
	HDFC	00602340000085
	PNB	10451131002901
	BOI	843720110000498
	BOI	004420110000823

	Bank Name	Account Number
M/s Sangeeta Aviation Services Pvt. Ltd	Development Credit Bank (Customer ID 102173678)	00421300002745
	HDFC	50200008133578

	Citi Bank	0060246114
	Punjab National Bank	10454015001858

तसेच कंपनीच्या व्यवहारातील सुलभते करीता फिर्यादी यांचे व्यक्तीगत बँक खाती देखील कंपनीच्या कार्यालयातुन वेळोवेळी वापरण्यात येत असतात. फिर्यादी यांच्या वैयक्तीक बँक खात्याचा तपशील खालील प्रमाणे

	Bank Name	Account Number
Mr. Ammeet K. Agarwal	Development Credit Bank	00410200001403
	PNB	10452191004874

वर नमुद केलेली सर्व बँक खाती व्यवहारीक सुलभते करीता नेट बँकींगच्या माध्यमातुन वापरली जातात. उपरोक्त बँक खात्यापैकी सुप्रिम ट्रान्सपोर्ट प्रा लि कंपनीच्या HDFC बँकेतील सर्व खात्याचा रजिस्टर्ड ईमेल आयडी girish@stopl.in आणि रजिस्टर्ड मोबाईल क्रमांक 9311701121 असा असुन सदरचा ईमेल आयडी आणि मोबाईल नंबर श्री. गिरीष अगरवाल यांच्या व्यक्तीगत वापरात आहे. तसेच इतर सर्व बँक खात्याचा रजिस्टर्ड ईमेल आय.डी. kamlesh@supremeavaiation.com आणि रजिस्टर्ड मोबाईल नंबर 8078655144 असा असुन तो कमलेश तातावत यांच्या व्यक्तीगत वापरात आहे. फिर्यादी यांना कंपनीच्या कामासाठी सतत पदेशात तसेच भारतातील विविध भागात जावे लागते, त्यामुळे फिर्यादी कंपनीच्या दैनदिन आर्थिक व्यवहाराचे कामकाज पाहणे शक्य नसल्यामुळे त्यांनी दोन्ही कंपनीच्या सर्व आर्थिक व्यवहाराची तसेच फिर्यादी यांच्या वैयक्तीक बँक खातायातील ऑनलाईन/ऑफलाईन व्यवहाराची संपुर्ण जबाबदारी सी.एफ.ओ कमलेश तातावत याच्यावर सोपवली होती. तसेच कमलेश तातावत याला कंपनीच्या कामकाजा करीता एक स्वतंत्र लॅपटॉप आणि संगणक देण्यात आलेला होता.

फिर्यादी, जुलै-२०२२ मध्ये कंपनीच्या आर्थिक व्यवहाराचा आढावा घेत असताना त्यांना काही माहिती आवश्यक असल्याने त्यांनी कमलेश आणि वरुण यांना कंपनीस येणे असलेल्या रकमेचा तपशील मागीतला होता. त्यावेळी निष्पॉन लिमिटेड कंपनीकडुन काही रक्कम येणे बाकी असल्याचे समजले. त्यामुळे फिर्यादी यांनी स्वतः जुलै ते सप्टेंबर-२०२२ मध्ये निष्पॉन कंपनीच्या संबधीत अधिकाऱ्यांना अनेकवेळ ईमेल पाठवुन कंपनीची देय असलेली रक्कम लवकरात लवकर अदा करावी अशी विनंती केली होती. बऱ्याच प्रयत्ना नंतर दिनांक २६/०८/२०२२ रोजी निष्पॉन लिमिटेड कंपनीच्या पदाधिकाऱ्यांनी फिर्यादी यांना ईमेल पाठवुन फिर्यादी यांच्या कंपनीला देय असलेली रक्कम कंपनीच्या BOI A/C No 843720110000498 मध्ये ट्रान्सफर केली असल्याचे कळविले होते.

पुढे चालु.....

फिर्यादी यांनी नमुद BOI बँक खात्याचे स्टेटमेंट प्राप्त करून त्याचे अवलोकन केले असता दिनांक २६/०७/२०२२ रोजी निष्पान लिमिटेड कंपनीकडून एकुण ०३,२२,६१६/- एवढी रक्कम प्राप्त झाली असल्याचे आढळून आले. परंतु दिनांक २७/०७/२०२२ रोजी एकुण ०३,२३,२७८/- एवढी रक्कम कंपनीचे संचालक विमल अग्रवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आली असल्याचे आढळून आले.

सदर वेळी फिर्यादी परदेशात असल्यामुळे त्यांनी सी.एफ.ओ. श्री. कमलेश तातावत यांच्याशी संपर्क साधून त्यांच्याकडे विमल अग्रवाल यांना दिनांक २७/०७/२०२२ रोजी करण्यात आलेल्या पेमेंट बाबत विचारणा केली, परंतु त्याने काणेतीही समाधानकारक माहिती दिली नाही.

सबब फिर्यादी यांनी विलम अग्रवाल यांच्याशी संपर्क केला परंतु त्याने फिर्यादी यांना कोणतीही समाधान कारक माहिती दिली नाही. त्यानंतर कमलेश तातावत आणि वरुण काकरीया यांनी अचानक कंपनीच्या ऑफिसमध्ये येणे बंद केले.

विमल अग्रवाल व कमलेश तातावत यांच्या एकंदरीत वर्तणुकीवरून त्यांनी कंपनीमध्ये काहीतरी आर्थिक गैरव्यवहार केला असावा अशी शंका आल्यामुळे फिर्यादी यांनी परदेशातून भारतात आल्यानंतर कंपनीचे चार्टर्ड अकाऊंटंट श्री. गिरीष मुंदडा यांना दिनांक ०६/०९/२०२२ रोजी लेखी पत्र पाठवून कंपनीच्या बँक खात्याची तसेच आर्थिक व्यवहाराची चौकशी/छाननी करून त्यांनी केलेल्या चौकशी/छाननीचा निष्कर्ष कळविण्याची विनंती केली होती. त्या प्रमाणे त्यांनी आमच्या कंपनीच्या आर्थिक व्यवहाराची तपासणी करून त्यांचा अहवाल दिनांक ०२/०३/२०२३ रोजी दिला आहे.

सुप्रीम ट्रान्सपोर्ट, संगीता एव्हीएशन आणि फिर्यादी यांच्या वैयक्तिक (उपरोक्त नमुद) बँक खात्याची माहिती व बँक स्टेटमेंट घेऊन त्याचे अवलोकन केले असता भाडे आणि वेतनाच्या नावाखाली सुप्रीम ट्रान्सपोर्ट कंपनी, संगीता एव्हीएशन आणि फिर्यादीच्या वैयक्तिक बँक बँक खात्यातून खालील व्यक्तींच्या बँक खात्यामध्ये एकुण ६,२७,३६,१८०/- एवढी रक्कम ट्रान्सफर झाली असल्याचे आढळून आले. सदर व्यक्तीची नावे व त्यांच्या बँक खात्याची माहिती खालील प्रमाणे आहे.

१) आरोपी विमल अग्रवाल यांचे HDFC Bank A/c No 02721000019875 या खात्यामध्ये दिनांक ०३/०४/२०१८ ते दिनांक ०९/०७/२०२२ या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. १,८६,२६,९०८ , संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. १३,९३,२५० आणि अमित अग्रवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित ०२,०८,२०,१५८/- इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

२) श्रीमती नुपुर विमल अग्रवाल यांचे HDFC Bank A/c No 02721000018984 या खात्यामध्ये दिनांक १६/०१/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. २२,१४,८२४ , संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. ८,१७,६०० आणि अमित अग्रवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित ३८,३२,४२४/- इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

३) श्रीमती जगदीशप्रसाद अग्रवाल यांचे HDFC Bank A/c No 02721000019892 या खात्यामध्ये दिनांक ०२/०६/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. ११,०५,०७२ , संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. १३,९३,२५० आणि अमित अग्रवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित ३२,९८,३३२/- इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

४) श्रीमती रमणीका गिरीश अग्रवाल यांचे HDFC Bank A/c No 02721000070214 या खात्यामध्ये दिनांक २२/०६/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. ०८,७९,९७० , संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. १०,९५,५०० आणि अमित अग्रवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित २७,७५,४७०/- इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

५) श्रीमती पिकी जगदीशप्रसाद अग्रवाल यांचे HDFC Bank A/c No 02721000055437 या खात्यामध्ये दिनांक ०४/०५/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. ११,९४,९७० , संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. ८,७७,१५० आणि अमित अग्रवाल यांच्या खात्यातून रू. ७,८६,६११ अशी एकत्रित २८,५८,७००/- रक्कम ट्रान्सफर करण्यात आले आहेत.

६) अतुल सुरेद्र पांडे यांचे HDFC A/c No 1211140000459 या खात्यामध्ये दिनांक ३१/०८/२०१९ ते दिनांक १५/१२/२०२१ या कालावधीत एकुण 37,34,000/- इतकी रक्कम संगीता एव्हीएशनच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

७) श्रीमती रजनी सुरेद्र पांडे यांचे PNB Bank A/c No 1565000100131966 या खात्यामध्ये दिनांक ०९/१०/२०२० ते दिनांक ०५/१२/२०२० या कालावधीत एकुण 11,00,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

८) स्वप्नील बबन चव्हाण यांचे ICICI Bank A/c No 104401531869 & Axis Bank A/c No 921010008877100 या खात्यामध्ये दिनांक १५/११/२०१९ ते दिनांक २७/१२/२०२१ या कालावधीत एकुण 45,52,400/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

९) श्रीमती स्नेहा बबन चव्हाण यांचे Saraswat Bank A/c No 013200128873557 या खात्यामध्ये दिनांक ०४/०७/२०१९ ते दिनांक ०७/०९/२०२१ या कालावधीत एकुण 47,55,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

१०) तसेच स्वप्नील चव्हाण याने दिनांक ०५/०३/२०१७ गेजी UAE देशात "पोटोमॅक एव्हीएशन टेक्नॉलाजी" नावाची कंपनी स्थापन केली आहे. तसेच सदर कंपनीच्या "नुर ट्रेड बँक, यु.ए.ई" येथे बँक खाते उघडले असून सदर बँक खात्याचा पत्ता मरोळ मरोशी रोड, अंधेरी (पुर्व), मुंबई येथील आहे. तसेच मुंबई एव्हीएशन कंपनीच्या बँक खात्यातून पोटोमॅक कंपनीच्या बँक खात्यामध्ये मुद्रीत रकम ट्रान्सफर केली आहे.

Sl. No	Transaction Date	Amount	Value in INR
01	19/04/2017	72,932.15 AED	16,04,500/-
02	19/04/2017	72,983.04 AED	16,05,000/-
		Total	32,09,500/-

११) राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्य दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकुण 90,85,437/-इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

१२) राजेश भगवानदास अगरवाल यांच्या मालकीच्या बालाजी एंटरप्रायझेसच्या Bassein Catholic Co-Op Bank Ltd A/c No 012130300000051 या बँक खात्यामध्य दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकुण 27,14,759/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

वस्तुतः गेली अनेक वर्षे सुप्रिम ट्रान्सपोर्ट व संगीता एव्हीएशन या दोन्ही कंपन्या सातत्याने तोटयात चालविण्यात येत आहेत. त्यामुळे फिर्दादी यांनी सन २०१२ सालापासून ते आजपावेतो कंपनीच्या खात्यामधून कोणताही आर्थिक मोबदला घेतलेला नाही. तसेच फिर्दादीचे वडील श्री कमल अगरवाल माझा सख्खा धाकटा भाऊ आकाश अगरवाल यांनीही कोणताही आर्थिक मोबदला घेतलेला नाही. त्यामुळे वर नमुद केल्यानुसार आरोपी विमल अगरवाल आणि इतरांच्या खात्यामध्ये एवढी प्रचंड रक्कम सन २०१८ ते २०२२ या कालावधीत टप्प्या टप्प्याने वळती करण्यामागे त्यांचा लबाडीचा उद्येश असल्याचे स्पष्ट दिसून येते. तसेच सदरची रक्कम वळती केल्याबाबत फिर्दादी यांना सदर कालावधत कमलेश तातावत आणि वरून काकरीया यांच्याकडूनही कोणतीही पुर्वकल्पना प्राप्त झालेली नव्हती. त्यावरून विमल अगरवाल आणि इतर लाभार्थी तसेच कमलेश तातावत आणि वरून काकरीया यांच्यात आपआपसात संगणमत असल्याचेही स्पष्ट झाले आहे.

फिर्दादी यांनी आरोपीशी संपर्क साधण्याचा वारंवार प्रयत्न केला परंतु त्यांनी कोणताही प्रतिसाद दिलेला नाही. उलटपक्षी दिनांक ११/११/२००० रोजी विमल अगरवाल व गिरीष अगरवाल यांनी एन.सी.एल.टी (नॅशनल कंपनी लॉ ट्रिब्युनल), मुंबई यांच्याकडे खटला दाखल करून सदर खटल्यामध्ये दिनांक ०१/०४/२०१९ पासून सुप्रिम ट्रान्सपोर्ट कंपनीने त्यांना कोणत्याही प्रकारचे मानधन दिले नाही असा दावा केला आहे.

आरोपींनी आणखीन काही रकमेचा अपहार केला असण्याची शक्यता असून त्या अनुषंगाने कंपनीतील आर्थिक व्यवहाराची बारकाईने जागरी पडताळणी करण्यात येत आहे. पडताळणी दरम्यान नमुद व्यक्तींनी आणखीन काही रकमेचा अपहार केल्याचे निदर्शनास येताच तात्काळ सहाय पोलीस ठाणेस कळविण्यात येईल असे फिर्दादी यांनी सांगितले आहे.

कृत्या माने पहा

अशा प्रकारे सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीचे संचालक (१) विमल अगरवाल व (२) गिरीष अगरवाल आणि सी.एफ.ओ (३) कमलेश भैरव तातावत यांनी एप्रिल-२०१८ ते जुलै-२०२२ या कालावधीत आपसात संगणमत करून त्यांच्या वैयक्तिक आर्थिक फायद्या करिता भाडे आणि वेतनाच्या नावाखाली सुप्रिम ट्रान्सपोर्ट, संगीता एव्हीएशन सर्विस तसेच फिर्यादी यांच्या वैयक्तिक बँक खात्यातून खात्यातून एकूण ६,२७,३६,१८०/- रुपये एवढी रक्कम (१) विमल अगरवाल (२) नुपर अगरवाल (३) गिरीष अगरवाल (४) समीक्षा अगरवाल (५) पिंकी अगरवाल (६) स्वप्नील चव्हाण (७) स्नेहा चव्हाण (८) अतुल पांडे व (९) रजनी पांडे, (१०) राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करून एकूण ६,२७,३६,१८०/- एवढ्या रकमेचा अपहार करून फिर्यादी यांची फसवणुक केली असल्याचे स्पष्ट झाल्यानंतर फिर्यादी यांनी दिलेल्या तक्रारीवरून सदरचा गुन्हा नोंद करण्यात आला आहे.

तपास :-

१) गुन्हा नोंद केल्यानंतर फौ.दं.प्र.सं. कलम ९१ अन्वये खालील बँक खात्यांचे स्टेटमेंट मागविण्यात आले.

फिर्यादी यांच्या कंपनीच्या बँक खात्याची माहीती.

Sr. No	Bank Name	Account Number	Account Name
01	HDFC	10452840000014	M/s Supreme Transport Origination Pvt. Limited
02	HDFC	03302840000157	As above
03	HDFC	01662840000470	As above
04	HDFC	03302840000140	As above
05	HDFC	04072840000053	As above
06	HDFC	00602340000085	As above
07	BOI	843720110000498	As above
08	BOI	004420110000823	As above
09	PNB	10451131002901	As above
10	DCB	00421300002745	M/s Sangeeta Aviation Services Pvt. Ltd
11	HDFC	50200008133578	As above
12	Citi Bank	0060246114	As above
13	PNB	10454015001858	As above
14	DCB	00410200001403	Mr. Ammeet K. Agarwal
15	PNB	10452191004874	Mr. Ammeet K. Agarwal

सधेच गुन्ह्यातील आरोपींच्या खालील नमुद बँक खात्याचे बँक स्टेटमेंट बाबत कळवणान आलेले आहे आरोपींच्या बँक खात्याचा तपशील खालील प्रमाणे आहे

Sl. No	Bank Name	A/C No.	A/C Name
01	HDFC	02721000019875	Vimal Agarwal
02	HDFC	02721000018984	Nupur Agarwal
03	HDFC	02721000019892	Girish Agarwal
04	HDFC	02721000070214	Samixa Agarwal
05	HDFC	02721000055437	Pinky Agarwal
06	HDFC	12111140000459	Atul Pandey
07	ICICI	104401531869	Swapnil Chavan
08	Saraswat	013200128873557	Sneha Chavan
09	PNB	1565000100131966,	Rajni Pandey
10	Axis	921010008877100	Swapnil Chavan

२) फिर्दादीने त्यांच्या जबाबात सांगितल्या प्रमाणे सदर गुन्ह्यातील अपहाराची एकुण रक्कम रुपये 6,27,36,180/- एवढी आहे. फिर्दादी व आरोपींच्या बँक खात्याच्या स्टेटमेंटचे अवलोकन केले असता एकुण 5,95,65,283/- एवढी रक्कम फिर्दादी व त्यांच्या कंपनीच्या बँक खात्यातून आरोपींच्या बँक खात्यामध्ये ट्रान्सफर झाल्याच्या नोंदी आढळून आल्या आहेत.

३) फिर्दादी यांनी त्यांच्या जबाबा मध्ये सांगितल्याप्रमाणे फिर्दादीची कंपनी संगीता एव्हीएशन सर्व्हीसेस प्रा लि या कंपनीचे DCB A/c No 042130002745 मधुन आरोपी राजेश आगरवाल याच्या ICICI A/c No 623501540474 मध्ये दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकुण 90,85,428/- इतकी रक्कम ट्रान्सफर झाले आहेत.

४) तसेच फिर्दादीची कंपनी संगीता एव्हीएशन सर्व्हीसेस प्रा लि या कंपनीचे DCB A/c No 042130002745 मधुन आरोपी राजेश भगवानदास अगरवाल यांच्या मालकीच्या बालाजी एंटरप्रायझेसच्या Bassein Catholic Co-Op Bank Ltd A/c No 012130300000051 या बँक खात्यामध्ये दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकुण 27,14,759/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

५) गुन्ह्याचे तपासात फिर्दादीची कंपनी सुप्रिम ट्रान्सपोर्ट व संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून तसेच फिर्दादीच्या वैयक्तिक बँक खात्यातून आरोपींच्या बँक खात्यामध्ये पैसे ट्रान्सफर झाल्याच्या नोंदीची पडताळणी झाल्यानंतर खालील नमुद आरोपींची बँक खाती गोठविण्यात आली आहेत. तसेच कलम १०२ फौदप्रस अन्वये सदर बाबतची माहिती मा. महानगर दंडाधिकारी, ६३ वे न्यायालय, अंधेरी, मुंबई यांना सादर करण्यात आली आहे. आरोपींच्या गोठविण्यात आलेल्या बँक खात्याचा तपशील खालील प्रमाणे आहे.

Sr. No	Bank Name	A/C No.	A/C Name
01	HDFC	02721000019875	Vimal Agarwal
02	HDFC	02721000018984	Nupur Agarwal
03	HDFC	02721000019892	Girish Agarwal
04	HDFC	02721000070214	Samixa Agarwal
05	HDFC	02721000055437	Pinky Agarwal
06	HDFC	12111140000459	Atul Pandey
07	ICICI	104401531869	Swapnil Chavan
08	Saraswat	013200128873557	Sneha Chavan
09	PNB	1565000100131966,	Rajni Pandey
10	Axis	921010008877100	Swapnil Chavan
11	ICICI	623501540474	Rajesh Agarwal

६) अर्जदार आरोपीच्या बँक स्टेटमेंटची पडताळणी करताना अर्जदार आरोपी व त्यांची कंपनी बालाजी एंटरप्रायझेस यांच्या बँक खात्यामध्ये एकुण रुपये 01,18,00,187/- त्याचा तपशील खालील प्रमाणे आहे.

संगीता एव्हीएशन कंपनीच्या बँक खात्यातून आरोपी राजेश अगरवाल याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From DCB A/c No 00421300002745 to Rajesh Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	27/02/2019	NEFT	2,20,000
02	04/03/2019	NEFT	1,00,000
03	04/03/2019	NEFT	1,10,000
04	19/03/2019	IMPS	1,00,000
05	19/03/2019	RTGS	5,25,000
06	19/03/2019	NEFT	2,05,438
07	19/03/2019	NEFT	4,00,000
08	19/03/2019	NEFT	1,00,000
09	22/03/2019	NEFT	1,67,678
10	22/03/2019	NEFT	5,00,000
11	22/03/2019	RTGS	2,50,000
12	10/04/2019	NEFT	2,00,000
13	06/05/2019	NEFT	1,00,000
14	09/05/2019	NEFT	5,00,000
15	03/06/2019	IMPS	15,000
16	01/07/2019	IMPS	50,000
17	04/07/2019	NEFT	3,00,000
18	04/07/2019	IMPS	2,00,000

“ ६ ”

19	26/07/2019	RTGS	3,00,000
20	02/08/2019	RTGS	3,00,000
21	21/08/2019	NEFT	1,00,000
22	31/08/2019	NEFT	1,75,000
23	06/09/2019	IMPS	1,50,000
24	06/09/2019	NEFT	15,00,000
25	21/10/2019	NEFT	10,00,000
26	08/11/2019	NEFT	3,00,000
27	13/11/2019	NEFT	4,00,000
28	30/11/2019	NEFT	1,00,000
29	04/12/2019	NEFT	2,40,000
30	20/12/2019	NEFT	40,000
31	09/01/2020	IMPS	10,000
32	03/02/2020	NEFT	50,000
33	04/02/2020	NEFT	25,000
34	24/02/2020	NEFT	30,000
35	11/03/2020	NEFT	50,000
36	07/05/2020	NEFT	6,000
37	05/08/2020	NEFT	2,36,312
38	04/09/2020	NEFT	30,000
		Total	90,85,428/-

संगीता एन्हीएशन कंपनीच्या बँक खात्यातून आरोपी बालाजी एंटरप्रायझेसच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From DCB A/c No 00421300002745 to Balaji Enterprises Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	04/07/2019	RTGS	2,50,000
02	05/07/2019	NEFT	2,50,000
03	16/08/2019	NEFT	3,20,960
04	21/08/2019	NEFT	20,000
05	21/08/2019	NEFT	1,80,000
06	06/09/2019	NEFT	4,60,200
07	06/09/2019	NEFT	7,78,249
08	23/10/2019	NEFT	3,00,000
09	30/11/2019	NEFT	1,55,350
		Total	27,14,759

Total 90,85,428 + 27,14,759 = 01,18,00,187/-

७) गुन्ह्याच्या तपासात असे निष्पन्न झाले आहे की, यातील अर्जदार आरोपी व इतर संबंधित आरोपींनी पूर्व नियोजित कट रचून फिर्दादी व त्यांच्या कंपनीच्या बँक खात्यातून मोठी रक्कम त्यांच्या स्वतःच्या बँक खात्यामध्ये ट्रान्सफर करून घेतली आहे.

८) यातील अर्जदार आरोपी व पाहीजे आरोपी हे एकमेकांचे नातेवाईक असून त्यांचे फिर्दादीशी नाते खालीलप्रमाणे आहे.

- पाहीजे आरोपी विमल अगरवाल व गिरीष अगरवाल हे फिर्दादीचे चुलत भाऊ आहेत.
- पाहीजे आरोपी नूपुर अगरवाल ही विमल अगरवाल यांची पत्नी आहे.
- पाहीजे आरोपी समिक्षा अगरवाल ही गिरीष अगरवाल यांची पत्नी आहे.
- पाहीजे आरोपी पंकी अगरवाल ही फिर्दादी यांची चुलत बहीण असून विमल व गिरीष अगरवाल यांची सख्खी बहीण आहे.
- पाहीजे आरोपी कमलेश भैरव तातावत हा फिर्दादीच्या कंपनीतील कर्मचारी आहे.
- पाहीजे आरोपी अतुल पांडे व स्वप्नील चव्हाण हे फिर्दादीचे मित्र आहेत.
- पाहीजे आरोपी रजनी पांडे ही अतुल पांडे यांची आई तर पाहीजे आरोपी स्नेहा चव्हाण ही स्वप्नील चव्हाण यांची आई आहे.
- अर्जदार आरोपी हा आरोपी विमल व गिरीष अगरवाल यांचा मेव्हणा आहे.

९) अर्जदार आरोपीच्या बँक खात्यावर एवढ्या मोठ्या प्रमाणात रक्कम कोणत्या कारणाकरीता जमा करण्यात आली याबाबत माहिती अथवा विचारणा करण्याकरीता फिर्दादी यांनी अर्जदार आरोपीस संपर्क करण्याचा प्रयत्न केला परंतु अर्जदार आरोपीने फिर्दादीस कोणतेही संपर्क कारण न सांगून कोणताही प्रतिसाद दिला नाही.

१०) अर्जदार आरोपी व त्यांची कंपनी बालाजी एंटरप्रायझेस हे फिर्दादीच्या कंपनीने वेंडर नव्हते, तरीही फिर्दादी व त्यांच्या कंपनीच्या बँक खात्यातून अर्जदार आरोपी राजेश अगरवाल व बालाजी एंटरप्रायझेसच्या बँक खात्यामध्ये वरील प्रमाणे मोठी रक्कम ट्रान्सफर झाल्याचे दिसून आले आहे. याबाबत अर्जदार आरोपीने कोणताही सकारात्मक खुलासा दिलेला नाही. किंबहुन ते चौकशीसाठी पोलिस ठाणेत हजर राहिलेले नाहीत.

११) गुन्ह्यामध्ये आतापर्यंत केलेल्या तपासामध्ये आरोपी नूपुर अगरवाल, समिक्षा अगरवाल, पंकी अगरवाल या फिर्दादीच्या कंपनीमध्ये कोणतेही पद भुषवीत नसतानाही त्यांनी कंपनीच्या विविध खात्यातून प्रती महीला ४/५ वेळा वेतन व भाड्याच्या नावाखाली पैसे घेतल्याचे निष्पन्न झालेले आहे. तसेच आरोपी आरोपी स्नेहा चव्हाण, रजनी पांडे, स्वप्नील चव्हाण, व अतुल पांडे यांना देखील ते कंपनीमध्ये कोणतेही पद भुषवीत नसतानाही, किंवा त्यांनी कंपनीला कोणत्याही प्रकारची सेवा दिलेली नसतानाही त्यांच्या बँक खात्यामध्ये कंपनीचे पैसे गुन्हाग्रस्त झाले असल्याचे निष्पन्न झालेले आहे.

१२) गुन्ह्याच्या प्राथमीक तपासात असे निष्पन्न होत आहे की, बालाजी एंटरप्रायझेस ही अर्जदार आरोपीची कंपनी असुन अर्जदार हे सदर खात्याचा वापर हा मनी लॉडरिंग करीता करीत असावेत. बालाजी एंटरप्रायझेसचा अद्याप पर्यंत कोणताही व्यवसाय तपासात निष्पन्न झालेला नाही. तसेच सदर कंपनीने फियरिदीच्या कंपनीला कोणतीही सेवा पुरवल्याचे तपासात निष्पन्न झालेले नाही, तरीही अर्जदार आरोपीची कंपनी बालाजी एंटरप्रायझेसच्या बँक खात्यामध्ये फियरिदीच्या कंपनीकडुन वेळोवेळी मोठी रक्कम जमा झाल्याचे व सदर रक्कम आरोपीने लागलीच काढुन घेतल्याचे दिसुन येत आहे.

१३) अर्जदार आरोपीची कंपनी बालाजी एंटरप्रायझेसच्या नावे अर्जदार आरोपीने मा. न्यायालयास सादर केलेली बिले ही खोटी असुन सदर बिलाच्या अनुषंगाने फियरिदीच्या कंपनीकडुन कोणत्याही प्रकारची परचेस ऑर्डर अर्जदार आरोपीच्या कंपनीला देण्यात आलेली नाही. त्या अनुषंगाने फियरिदीच्या कंपनी अकाऊंटस्मध्ये कोणत्याही प्रकारच्या नोंदी तपासात मिळुन आलेल्या नाहीत.

खालील नमुद कारणामुळे पाहीजे आरोपी क्रमांक (१०) राजेश भगवानदास अगरवाल याला अटक पुर्व जामीन मंजुर होण्यास पोलीसांची हरकत आहे.

- १) गुन्हा नोंद करण्यापुर्वी राजेश अगरवाल याला चौकशीसाठी सहार पोलीस ठाणे येथे हजर राहणे बाबत जावक क्रमांक १७२५/२०२३ दिनांक १५/०३/२०२३ अन्वये पत्र पाठविण्यात आले होते. परंतु तो चौकशीसाठी हजर राहिलेला नाही किंवा त्याबाबत त्याने कोणत्याही प्रकारची माहीती पोलीसांना सादर केलेली नाही.
- २) सदर गुन्ह्यातील अपहाराची एकुण रक्कम रुपये 06,27,36,180/- एवढी आहे. अर्जदार आरोपी राजेश अगरवाल व गुन्ह्यातील इतर पाहीजे आरोपी यांनी पुर्व नियोजीत कट रचुन सन-२०१८ ते सन-२०२२ या कालावधीत फियरिदी व त्यांच्या दोन्ही कंपन्याचा पैसा स्वतःच्या बँक खात्यामध्ये वळता करुन एकुण रक्कम रुपये 06,27,36,180/- एवढ्या रकमेचा अपहार केला आहे.
- ३) एकुण अपहारीत रकमेपैकी आरोपी राजेश अगरवाल याने एकुण 01,18,00,187/- एवढ्या रकमेचा अपहार केलेला आहे. सदर रक्कम अर्जदार आरोपीने कोणत्या कारणासाठी वापरली अथवा ती कोणत्या कारणासाठी स्वीकारली याबाबत कोणतीही समर्पक माहीती पोलीसांना सादर केलेली नाही.
- ४) अर्जदार आरोपीने अपहार केलेली रक्कम रुपये 01,18,00,187/- याची कोठे विल्हेवाट लावली अथवा कोठे गुतवणुक केली आहे याबाबतची माहीती आरोपी लपवीत असल्याने तपासात अडथळा निर्माण करणे असा त्याचा उद्देश दिसुन येतो.
- ५) अर्जदार आरोपी राजेश अगरवाल याच्या मालकीची बालाजी एंटरप्रायझेस च्या बँक खात्यावर एकुण २७,१४,७५९/- एवढी रक्कम अर्जदार आरोपीने स्वीकारली आहे. नमुद कंपनीचा कोणताही व्यवसाय तपासामध्ये निष्पन्न झालेले नाही. तसेच सदर कंपनीने फियरिदीच्या कंपनीला कोणतीही सेवा अथवा साहित्य पुरवल्या बाबत अर्जदार आरोपीने कोणतेही बिल अथवा इतर कागदपत्रे तपासात

सादर केलेले नाहीत. यावरून अर्जदार आरोपीने इतर आरोपींच्या सहाय्याने बालाजी एंटरप्रायझेस सारख्या कंपनी स्थापन करून फिर्यादीच्या आणखीन काही पैशांचा अपहार केला असण्याची शक्यता आहे, त्या अनुषंगाने तपास करणे आहे.

- ६) नमुद अर्जदार आरोपी हा गुन्ह्यातील इतर पाहीजे आरोपींच्या छत्रछायेखाली काम करित आहे. जर अर्जदार आरोपीस अटक पूर्व जामीन मंजूर झाल्यास त्याचा वापर गुन्ह्यातील उर्वरीत पाहीजे आरोपींना अटक पूर्व जामीन मंजूर करण्या करीता केला जाऊ शकतो (Law of Parity)
- ७) अर्जदार आरोपीस अटक पूर्व जामीन मंजूर झाला तर तो व त्याचे सहकारी पाहीजे आरोपी गुन्ह्यातील पुरावे नष्ट करण्याची दाट शक्यता आहे. तसेच नमुद गुन्ह्यातील आरोपी हे फरार होऊन तपासात आडथळा निर्माण होऊ शकतो.
- ८) गुन्ह्याचे तपासात गुन्ह्यातील अपहारीत रक्कम हस्तगत करणे करीता त्यांच्या Custodial Interrogation ची आवश्यकता आहे. त्यामुळे अर्जदार आरोपी व त्याचे सह आरोपी यांचा फसवणुक व अपहार करण्या पलीकडील कट/हेतु उघडकीस येण्यास मदत होईल.
- ९) गुन्ह्याचे तपासात अर्जदार आरोपी राजेश अगरवाल याच्यासह इतर सर्व आरोपीकडून गुन्ह्यातील अपहाराची रक्कम हस्तगत करणे आहे.
- १०) आरोपी राजेश अगरवाल याने इतर आरोपींच्या सहाय्याने अपहारीत रकमेतुन स्थावर किंवा जंगम मालमत्ता खरेदी केली असण्याची अथवा इतर ठिकाणी गुंतवणुक केली असण्याची शक्यता आहे. त्या अनुषंगाने अर्जदार आरोपीकडे तपास करून माहीती मिळवून ती हस्तगत करणे आहे.
- ११) आरोपी राजेश अगरवाल याने अपहार केलेल्या रकमेची विल्हेवाट लावताना त्याच्या कुटुंबियाच्या नावे देखील गुंतवणुक केली असण्याची शक्यता असल्याने त्याबाबतची माहीती प्राप्त करण्या करीता नमुद अर्जदार आरोपीस अटक करून त्याच्या कुटुंबियाच्या बँक खात्याची माहीती मिळवून त्याबाबत तपास करणे आहे.
- १२) पाहीजे राजेश अगरवाल याला अटक पूर्व जामीन मंजूर झाल्यास त्याला कायद्याची भिती वाटणार नाही, तसेच तो सदर गुन्ह्यातील साक्षीदारांना प्रलोभन देऊन साक्ष देण्यासपासुन परावृत्त करेल.
- १३) सदर गुन्ह्याच्या द्रष्टीने आरोपीकडून पुरावा मिळण्यासाठी आरोपीला अटक करणे गरजेचे आहे.
- १४) आरोपी राजेश अगरवाल याच्याकडे गुन्ह्यातील इतर आरोपी बाबत तपास करून राजेश अगरवाल याच्या मदतीने इतर पाहीजे आरोपींचा तपास करून त्यांना अटक करणे आहे.
- १५) सदर गुन्ह्यामध्ये आरोपी गिरीष अगरवाल व स्वप्नील बबन चव्हाण यांना दिनांक १५/०६/२०२३ रोजी अटक करण्यात आलेले असुन ते सध्या न्यायालयीन कोठडीत आहेत. तसेच त्यांचा जामीन अर्ज सत्र न्यायालयाने नामंजूर केलेला आहे.

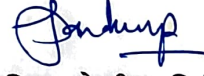
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- १६) आरोपी राजेश अग्रवाल याला वेतनाच्या नावाखाली एका महीन्यात एकापेक्षा जास्त वेळा वेतन मिळाले असल्याचे त्याच्या बँक स्टेटमेंटवरून दिसून येत आहे.
- १८) फिर्दादी यांच्या कंपनीच्या बँक खात्यातून आरोपी राजेश अग्रवाल यांच्या बँक खात्यामध्ये रक्कम ट्रान्सफर झाल्यानंतर त्यातील काही ठरावीक रक्कम ४/५ व्यक्तींना (फिर्दादी यांच्या कंपनीतील नौकरांना) ट्रान्सफर झाली असल्याचे दिसून आले आहे, त्याबाबत तपास चालू आहे.
- १९) त्याच व्यक्तींना (फिर्दादी यांच्या कंपनीतील नौकरांना) फिर्दादी यांच्या पी.एन. बँक खात्यातून वेतनापोटी दरमहा वेतनाची रक्कम ट्रान्सफर झाली असल्याचे स्पष्ट झालेले आहे.
- २०) फिर्दादीची कंपनी थेट उत्पादकाकडून कंपनीला आवश्यक असलेले मटेरीयल खरेदी करित असल्याचे तपासात स्पष्ट होत आहे, तरी देखील आरोपी राजेश अग्रवाल हा फिर्दादी यांना आवश्यक मटेरीयल सप्लाय केल्याचा दावा करित आहे, परंतु आरोपीने त्याबाबतची कोणतीही ठोस कागदपत्रे सादर करण्यास असमर्थता दर्शविली आहे. यावरून आरोपीच्या बालाजी एंटरप्रायझेस मध्ये ट्रान्सफर झालेली रक्कम ही आर्थिक गैरव्यवहाराचीच रक्कम असल्याचे स्पष्ट होत आहे.
- २१) आरोपीच्या बालाजी एंटरप्रायझेसने फिर्दादी यांच्या कंपनीला मटेरीयल सप्लाय केल्याबाबतचा पुरावा (ई.वे बिल, ट्रान्सपोर्ट बिल, फिर्दादीच्या कंपनीची परचेस ऑर्डर, फिर्दादीच्या कंपनीला पाठविलेले कोटेशन इत्यादी) पोलीसांना सादर केलेला नाही.
- २२) आरोपीने त्याच्या अटक पूर्व जामीन अर्जा सोबत जोडलेल्या बिलाच्या मुळ दुय्यम प्रतीची पाहणी केली असता ती बिले आता तयार केली असल्याचे त्या बिलाच्या सद्यास्थीतीवरून दिसून येत आहे.
- २३) आरोपीने त्याच्या अर्जा सोबत जोडलेल्या बिलाचे (मुळ) बिल बुक सादर करण्यास सांगितले, परंतु आरोपीने सदर बिल बुक सादर केलेले नाही. यावरून आरोपीने अर्जासोबत जोडलेली बिले स्वतःच्या बचावा करीता जाणीवपूर्वक खोटी बिले तयार केली असल्याचे स्पष्ट होत आहे.
- २४) आरोपीने जामीन अर्जासोबत बालाजी एंटरप्रायझेसच्या बिल कॉपी जोडल्या असून त्या बिलावर खालील प्रमाणे पत्ते आहेत.
- अ) ५०१ सत्यम अकॉर्ड, पंचरत्न कॉम्प्लेक्स, १५० फिट रोड, भाईदर (प), जि.ठाणे  
ब) गाळा नंबर १०७, पुनम वंदना इंडस्ट्रीयल इस्टेट, गोडदेव रोड, भाईदर (पु), ठाणे  
पोलीसांनी उपरोक्त दोन्ही पत्त्यावर जाऊन तपास कला असता दोन्ही ठिकाणी बालाजी एंटरप्रायझेस अस्तीत्वात नसल्याचे आढळून आलेले आहे.
- २५) सदर गुन्ह्यातील पाहीजे आरोपी विमल अग्रवाल, नुपुर अग्रवाल, समीक्षा अग्रवाल, पिंकी अग्रवाल, अतुल पांडे, स्नेहा चव्हाण यांनी अटक पूर्व जामीनासाठी मा. सत्र न्यायालय, दिंडोशी, मुंबई यांचे न्यायालयात अर्ज केले होते. मा. सत्र न्यायालयाने त्यांचे सर्वांचे अटक पूर्व जामीन अर्ज नामंजूर केलेले आहेत.

उपरोक्त मुद्या प्रमाणे पाहीजे आरोपी राजेश अगरवाल याच्याकडे तपास करणे आवश्यक असुन त्या करीता त्याच्या पोलीस कोठडीची आवश्यकता आहे.

तरी पाहीजे आरोपी राजेश अगरवाल याला अटक पुर्व जामीन मंजुर होण्यास पोलीसांची सक्त हरकत आहे.

आपला विश्वासु



वरिष्ठ पोलीस निरीक्षक  
सहार पोलीस ठाणे, मुंबई





जावक क्रमांक 2854/2023  
वरिष्ठ पोलीस निरीक्षक  
सहार पोलीस ठाणे, मुंबई  
दिनांक :- १२/०५/२०२३

प्रति,

मा. सत्र न्यायाधिश,  
सत्र न्यायालय, कोर्ट रुम क्र. ०४  
दिंडोशी, मुंबई

विषय :- सहार पोलीस ठाणे, गु.र.क्र १५५/२०२३ मधील पाहीजे  
आरोपी क्र. (०१) विमलकुमार जगदीशप्रसाद अगरवाल याने  
अटक पुर्व जामीनासाठी केलेला अर्ज.

संदर्भ :- अटक पुर्व जामीन अर्ज क्रमांक ७६३/२०२३

महोदय,

सहार पोलीस ठाणे, मुंबई येथे दिनांक २५/०४/२०२३ रोजी गु.र.क्र  
१५५/२०२३ कलम १२०(ब), ४०८, ४०९, ४७७(अ), ४२०, ३४ भादवि अन्वये  
खालील नमुद आरोपींविरुद्ध गुन्हा नोंद करण्यात आला आहे.

### आरोपींची नावे

- १) विमलकुमार जगदीशप्रसाद अगरवाल
- २) नुपर विमलकुमार अगरवाल
- ३) गिरीष जगदीशप्रसाद अगरवाल
- ४) समीक्षा गिरीष अगरवाल
- ५) पिंकी जगदीशप्रसाद अगरवाल
- ६) स्वप्नील बबन चव्हाण.
- ७) स्नेहा बबन चव्हाण
- ८) अतुल सुरेद्र पांडे
- ९) रजनी सुरेद्र पांडे,
- १०) राजेश भगवानदास अगरवाल
- ११) कमलेश भैरव तातावत

उपरोक्त आरोपीपैकी आरोपी क्र. (०१) विमलकुमार जगदीशप्रसाद  
अगरवाल याने अटक पुर्व जामीनासाठी वरील संदर्भान्वये अर्ज केला आहे. त्याची प्रत  
सहार पोलीस ठाणेस दिनांक ०८/०५/२०२३ रोजी प्राप्त झाली आहे. आरोपी  
राजेश अगरवाला याच्या अटक पुर्व जामीन अर्जास अनुसरून सहार पोलीस ठाणेकडून  
खालील प्रमाणे अहवाल सादर करण्यात येत आहे.

थोडक्यात हकीगत:- फिर्यादी श्री. अमीत कमल अगरवाल, वय ३४ वर्षे याचे  
वडील श्री. कमल अगरवाल यांनी सन-२००८ मध्ये सुप्रिम ट्रान्सपोर्ट प्रा लि नावाची  
कंपनी सुरु केलेली आहे. तर फिर्यादी यांनी संगीता एव्हीएशन सर्विस प्रा लि कंपनीची  
स्थापना सन-२०१२ मध्ये केलेली आहे. या दोन्ही कंपन्यामध्ये फिर्यादी हे अध्यक्ष  
आणि कार्यकारी संचालक म्हणून सध्या कार्यरत आहेत. दोन्ही कंपनीचे ऑफिस

पत्ता - ५/बी-३४, ५/बी-३२ अक्षय मित्तल इंडस्ट्रीयल इस्टेट, अंधेरी कुर्ला रोड, अंधेरी (पुर्व), मुंबई या ठिकाणी आहे.

सुप्रिम ट्रान्सपोर्ट प्रा. लि या कंपनीमध्ये फिर्यादी हे स्वतः, तसेच त्यांचे वडील श्री. कमल अगरवाल, सख्खा धाकटा भाऊ आकाश अगरवाल आणि आरोपी विमल अगरवाल व गिरीष अगरवाल असे एकुण ०५ संचालक आहेत. सदर कंपनीचा मुख्य व्यवसाय मालाची रस्ते वाहतुक आणि हवाई वाहतुक करण्याचा आहे. कंपनीच्या मालकीची काही वाहने व विमान आहेत. या व्यतीरीक्त कंपनीच्या व्यवसायाकरीता आवश्यकते नुसार भाडे तत्वावर वाहने घेतली जातात. सदर कंपनीचे मुख्य कार्यालय मुंबईमध्ये असून पनवेल, कळंबोली, राजस्थान, गुजरात, दिल्ली आणि बेंगलोर या ठिकाणी शाखा व विभागीय कार्यालये आहेत.

संचालकांपैकी आरोपी विमल अगरवाल हे बेंगलोर येथे रहावयास आहेत तर संचालक गिरीष अगरवाल हे दिल्ली येथे रहावयास आहेत. ते दोघेही नात्याने फिर्यादी यांचे चुलतभाऊ आहेत. त्यांचे दिवंगत वडील कै. जगदीशप्रसाद अगरवाल हे फिर्यादी यांच्या वडीलांचे सख्खे मोठे भाऊ होते. कै. जगदीशप्रसाद अगरवाल यांच्या मृत्यु नंतर विमल अगरवाल आणि गिरीष अगरवाल यांची परस्परातील सहमती नुसार सुप्रिम ट्रान्सपोर्ट कंपनीमध्ये संचालक म्हणुन नियुक्ती करण्यात आली आहे. ते दोघेही प्रत्येक महीन्यातील काही दिवस मुंबईमध्ये राहुन कंपनीच्या दैनदिन कामकाजात सहभागी होत असत.

सुप्रिम ट्रान्सपोर्ट प्रा लि. ही कंपनी तोटयात व्यवसाय करित असल्यामुळे सन-२०१२ साली अगरवाल कुटुंबातील समझौत्या नुसार फिर्यादी यांची सदर कंपनीमध्ये कार्यकारी संचालक आणि अध्यक्ष म्हणुन नेमणुक करण्यात आली आहे. तेव्हापासुन दोन्ही कंपनीचा व्यवसाय एकत्रीतरित्या वर नमुद पत्त्यावरील कंपनीच्या कार्यालयातुन फिर्यादी यांच्या देखरेखीखाली करण्यात येत आहे. संगीता एव्हिएशन या कंपनीच्या विरूध्द थकबाकी देय असल्याकारणाने एका कंपनीने एन.सी. एल.टी. येथे इन्सॉल्व्हन्सी पीटीशन दाखल केले होते. त्यानुसार मा. एन.सी.एल.टी. प्राधिकरणाने संगीता एव्हिएशन या कंपनीस दिनांक १०/०८/२०२१ रोजी दिवाळखोर म्हणुन घोषित केले आहे. त्याविरूध्द कंपनीच्या वतीने अपीलिय प्राधिकरणाकडे दाद मागण्यात आली असुन त्याची सुनावणी चालू आहे. त्यामुळे संगीता एव्हिएशन या कंपनीच्या सर्व आर्थिक व्यवहारांवर मा. एन.सी.एल.टी. प्राधिकरणाने नेमलेले आय. आर. पी. श्री बिजेंद्र झा यांची देखरेख आहे.

सन-२०१४ मध्ये फिर्यादी यांच्या कंपनीमध्ये आरोपी वरुण रमेश काकरीया, रा.टी. बि विंग, शरयु बिल्डींग, सुचीधाम, फिल्म सिटी रोड, मालाड (पुर्व), मुंबई याची नेमणुक सदर कंपनीमध्ये सहाय्यक म्हणुन करण्यात आली होती.

सन-२०१६ साली फिर्यादी यांच्या कंपनीमध्ये आरोपी कमलेश भैरव-तातावत, रा.टी. ८९/डी, नारायन विहार-१, जगन्नाथपुर, संगानेर, जयपुर, राजस्थान याची चिफ फायनान्स ऑफिसर (सी.एफ.ओ.) म्हणुन नियुक्ती केली होती. तसेच त्याचा चुलतभाऊ मुकेश भैरव तातावत याची नियुक्ती चिफ ऑपरेशन ऑफिसर म्हणुन केली होती.

दोन्ही कंपनी वेळोवेळी सरकारच्या विविध खात्यातर्फे जाहीर करण्यात आलेल्या प्रकल्पात ठेकदार म्हणून सहभागी होत असतात. सदर कंत्राट मिळविण्या करीता करावयाची संपुर्ण प्रक्रीया, त्या करीता आवश्यक असलेले सर्व कागदोपत्री व्यवहार, वेळोवेळी संबंधीत सरकारी अधिकाऱ्यांसमवेत संपर्क ठेवणे, कंत्राट पुर्ण करण्याकरीता विविध व्यवसायीकांची मदत घेणे, कंत्राटाप्रमाणे नेमुन दिलेले काम पुर्ण करणे, सरकारी कार्यालयातुन येणे असलेल्या रकमेचा पाठपुरावा करणे, कंपनी तर्फे विविध व्यवसायीकांना देय असलेली रक्कम अदा करणे इत्यादी अनेक कार्य व्यवसायानिमित्त करावी लागतात. या सर्व कामाची जबाबदारी कमलेश तातावत आणि वरुण काकरीया यांच्यावर सोपविण्यात आली होती, त्या प्रमाणे ते दोघेजण कंपनीतील कामकाज करीत होते.

फिर्यादीचे पुर्वीचे मित्र स्वप्नील चव्हाण आणि अतुल पांडे हे सुध्दा वर नमुद पत्त्यावरील कंपनीच्या कार्यालयात नेहमी येत-जात होते. दोन्ही कंपनीचे एच. डी.एफ.सी बँक, बँक ऑफ इंडिया, पंजाब नॅशनल बँक, सिटी बँक, डी.सी.बी बँक इत्यादी बँकेमध्ये खाते आहेत. सदर बँक खात्याचा तपशील खालील प्रमाणे आहे.

	Bank Name	Account Number
M/s Supreme Transport Origination Pvt. Limited	HDFC	10452840000014
	HDFC	03302840000157
	HDFC	01662840000470
	HDFC	03302840000140
	HDFC	04072840000053
	HDFC	00602340000085
	PNB	10451131002901
	BOI	843720110000498
	BOI	004420110000823

	Bank Name	Account Number
M/s Sangeeta Aviation Services Pvt. Ltd	Development Credit Bank (Customer ID 102173678)	00421300002745
	HDFC	50200008133578
	Citi Bank	0060246114
	Punjab National Bank	10454015001858

तसेच कंपनीच्या व्यवहारातील सुलभते करीता फिर्यादी यांचे व्यक्तीगत बँक खाती देखील कंपनीच्या कार्यालयातुन वेळोवेळी वापरण्यात येत असतात. फिर्यादी यांच्या वैयक्तीक बँक खात्याचा तपशील खालील प्रमाणे

	Bank Name	Account Number
Mr. Ammeet K. Agarwal	Development Credit Bank	00410200001403
	PNB	10452191004874

वर नमुद केलेली सर्व बँक खाती व्यवहारीक सुलभते करिता नेट बँकींगच्या माध्यमातून वापरली जातात. उपरोक्त बँक खात्यापैकी सुप्रिम ट्रान्सपोर्ट प्रा लि कंपनीच्या HDFC बँकेतील सर्व खात्यांचा रजिस्टर्ड ईमेल आयडी girish@stoptl.in आणि रजिस्टर्ड मोबाईल क्रमांक 9311701121 असा असुन सदरचा ईमेल आय डी आणि मोबाईल नंबर श्री. गिरीष अग्रवाल यांच्या व्यक्तिगत वापरात आहे. तसेच इतर सर्व बँक खात्यांचा रजिस्टर्ड ईमेल आय.डी. kamlesh@supremeavaiation.com आणि रजिस्टर्ड मोबाईल नंबर 8078655144 असा असुन तो कमलेश तातावत यांच्या व्यक्तिगत वापरात आहे. फिर्यादी यांना कंपनीच्या कामासाठी सतत पदेशात तसेच भारतातील विविध भागात जावे लागते, त्यामुळे फिर्यादीस कंपनीच्या दैनंदिन आर्थिक व्यवहाराचे कामकाज पाहणे शक्य नसल्यामुळे त्यांनी दोन्ही कंपनीच्या सर्व आर्थिक व्यवहाराची तसेच फिर्यादी यांच्या वैयक्तिक बँक खात्यातील ऑनलाईन/ऑफलाईन व्यवहाराची संपुर्ण जबाबदारी सी.एफ.ओ कमलेश तातावत यांच्यावर सोपवली होती. तसेच कमलेश तातावत याला कंपनीच्या कामकाजा करिता एक स्वतंत्र लॅपटॉप आणि संगणक देण्यात आलेला होता.

फिर्यादी, जुलै-२०२२ मध्ये कंपनीच्या आर्थिक व्यवहाराचा आढावा घेत असताना त्यांना काही माहिती आवश्यक असल्याने त्यांनी कमलेश आणि वरुण यांना कंपनीला येणे असलेल्या रकमेचा तपशील मागीतला होता. त्यावेळी निष्पान लिमिटेड कंपनीकडून काही रक्कम येणे बाकी असल्याचे समजले. त्यामुळे फिर्यादी यांनी स्वतः जुलै ते सप्टेंबर-२०२२ मध्ये निष्पान कंपनीच्या संबंधित अधिकाऱ्यांना अनेकवेळा ईमेल पाठवून कंपनीची देय असलेली रक्कम लवकरात लवकर अदा करावी अशी विनंती केली होती. बऱ्याच प्रयत्नानंतर दिनांक २६/०८/२०२२ रोजी निष्पान लिमिटेड कंपनीच्या पदाधिकाऱ्यांनी फिर्यादी यांना ईमेल पाठवून फिर्यादी यांच्या कंपनीला देय असलेली रक्कम कंपनीच्या BOI A/C No 843720110000498 मध्ये ट्रान्सफर केली असल्याचे कळविले होते.

फिर्यादी यांनी नमुद BOI बँक खात्याचे स्टेटमेंट प्राप्त करून त्याचे अवलोकन केले असता दिनांक २६/०७/२०२२ रोजी निष्पान लिमिटेड कंपनीकडून एकुण ०३,२२,६१६/- एवढी रक्कम प्राप्त झाली असल्याचे आढळून आले. परंतु दिनांक २७/०७/२०२२ रोजी एकुण ०३,२३,२७८/- एवढी रक्कम कंपनीचे संचालक विमल अग्रवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आली असल्याचे आढळून आले.

सदर वेळी फिर्यादी परदेशात असल्यामुळे त्यांनी सी.एफ.ओ. श्री. कमलेश तातावत यांच्याशी संपर्क साधून त्यांच्याकडे विमल अग्रवाल यांना दिनांक २७/०७/२०२२ रोजी करण्यात आलेल्या पेमेंट बाबत विचारणा केली, परंतु त्याने काणेतीही समाधानकारक माहिती दिली नाही.

सबब फिर्यादी यांनी विलम अग्रवाल यांच्याशी संपर्क केला परंतु त्याने फिर्यादी यांना कोणतीही समाधान कारक माहिती दिली नाही. त्यानंतर कमलेश तातावत आणि वरुण काकरीया यांनी अचानक कंपनीच्या ऑफिसमध्ये येणे बंद केले.

विमल अग्रवाल व कमलेश तातावत यांच्या एकंदरीत वर्तणुकीवरून त्यांनी कंपनीमध्ये काहीतरी आर्थिक गैरव्यवहार केला असावा अशी शंका आल्यामुळे

फिर्यादी यांनी परदेशातुन भारतात आल्यानंतर कंपनीचे चार्टर्ड अकाऊंटंट श्री. गिरीष मुंदडा यांना दिनांक ०६/०९/२०२२ रोजी लेखी पत्र पाठवुन कंपनीच्या बँक खात्याची तसेच आर्थीक व्यवहाराची चौकशी/छाननी करुन त्याबाबतचा त्यांचा निष्कर्ष कळविण्याची विनंती केली होती. त्या प्रमाणे त्यांनी फिर्यादीच्या कंपनीच्या आर्थीक व्यवहाराची तपासणी करुन त्यांचा अहवाल दिनांक ०२/०३/२०२३ रोजी दिला आहे.

सुप्रिम ट्रान्सपोर्ट, संगीता एव्हीएशन आणि फिर्यादी यांच्या वैयक्तीक बँक खात्याची माहिती (उपरोक्त नमुद) व संबंधीत खात्यांचे बँक स्टेटमेंट प्राप्त करुन त्याचे अवलोकन केले असता भाडे आणि वेतनाच्या नावाखाली सुप्रिम ट्रान्सपोर्ट कंपनी व संगीता एव्हीएशन या कंपन्यांच्या बँक खात्यातुन आणि फिर्यादीच्या वैयक्तीक बँक खात्यातुन खालील व्यक्तींच्या बँक खात्यांमध्ये एकुण ६,२७,३६,१८०/- एवढी रक्कम ट्रान्सफर झाली असल्याचे आढळुन आले. सदर व्यक्तीची नावे व त्यांच्या बँक खात्याची माहिती खालील प्रमाणे आहे.

१) आरोपी विमल अगरवाल यांचे HDFC Bank A/c No 02721000019875 या खात्यामध्ये दिनांक ०३/०४/२०१८ ते दिनांक ०९/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातुन एकुण रक्कम रू. १,८६,२६,९०८ , संगीता एव्हीएशन कंपनीच्या खात्यातुन एकुण रक्कम रू. १३,९३,२५० आणि अमित अगरवाल यांच्या खात्यातुन रू. ८,००,००० अशी एकत्रित 02,08,20,158/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

२) श्रीमती नुपुर विमल अगरवाल यांचे HDFC Bank A/c No 02721000018984 या खात्यामध्ये दिनांक १६/०१/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातुन एकुण रक्कम रू. २२,१४,८२४ , संगीता एव्हीएशन कंपनीच्या खात्यातुन एकुण रक्कम रू. ८,१७,६०० आणि अमित अगरवाल यांच्या खात्यातुन रू. ८,००,००० अशी एकत्रित 38,32,424/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

३) गिरीष जगदीशप्रसाद अगरवाल यांचे HDFC Bank A/c No 02721000019892 या खात्यामध्ये दिनांक २२/०६/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातुन एकुण रक्कम रू. ११,०५,०७२ , संगीता एव्हीएशन कंपनीच्या खात्यातुन एकुण रक्कम रू. १३,९३,२५० आणि अमित अगरवाल यांच्या खात्यातुन रू. ८,००,००० अशी एकत्रित ३२,९८,३३२/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

४) श्रीमती समीक्षा गिरीष अगरवाल यांचे HDFC Bank A/c No 02721000070214 या खात्यामध्ये दिनांक २२/०६/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातुन एकुण रक्कम रू. ०८,७९,९७० , संगीता एव्हीएशन कंपनीच्या खात्यातुन एकुण रक्कम रू. १०,९५,५०० आणि अमित अगरवाल यांच्या खात्यातुन रू. ८,००,००० अशी एकत्रित २७,७५,४७०/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

५) श्रीमती पिंकी जगदीशप्रसाद अगरवाल यांचे HDFC Bank A/c No 02721000055437 या खात्यामध्ये दिनांक ०४/०५/२०१८ ते दिनांक

०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातुन एकुण रक्कम रू. ११,९४,९७० , संगीता एव्हीएशन कंपनीच्या खात्यातुन एकुण रक्कम रू. ८,७७,१५० आणि अमित अगरवाल यांच्या खात्यातुन रू. ७,८६,६११ अशी एकत्रित २८,५८,७००/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

६) अतुल सुरेद्र पांडे यांचे HDFC Bank A/c No 12111140000459 या खात्यामध्ये दिनांक ३१/०८/२०१९ ते दिनांक १५/१२/२०२१ या कालावधीत एकुण 37,34,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

७) श्रीमती रजनी सुरेद्र पांडे यांचे PNB Bank A/c No 1565000100131966 या खात्यामध्ये दिनांक ०९/१०/२०२० ते दिनांक ०५/१२/२०२० या कालावधीत एकुण 11,00,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर झाले आहेत.

८) स्वप्नील बबन चव्हाण यांचे ICICI Bank A/c No 104401531869 & Axis Bank A/c No 921010008877100 या खात्यामध्ये दिनांक १५/११/२०१९ ते दिनांक २७/१२/२०२१ या कालावधीत एकुण 45,52,400/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

९) श्रीमती स्नेहा बबन चव्हाण यांचे Saraswat Bank A/c No 013200128873557 या खात्यामध्ये दिनांक ०४/०७/२०१९ ते दिनांक ०७/०९/२०२१ या कालावधीत एकुण 47,55,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

१०) तसेच स्वप्नील चव्हाण याने दिनांक ०५/०३/२०१७ रोजी UAE देशात "पोटोमॅक एव्हीएशन टेक्नॉलाजी" नावाची कंपनी स्थापन केली आहे. तसेच सदर कंपनीच्या "नुर ट्रेड बँक, यु.ए.ई" येथे बँक खाते उघडले असुन सदर बँक खात्याचा पत्ता मरोळ मरोशी रोड, अंधेरी (पुर्व), मुंबई येथील आहे. तसेच सुप्रीम एव्हीएशन कंपनीच्या बँक खात्यातुन पोटोमॅक कंपनीच्या बँक खात्यामध्ये खालील प्रमाणे रक्कम ट्रान्सफर केली आहे.

Sr. No	Transaction Date	Amount	Value in INR
01	19/04/2017	72,932.15 AED	16,04,500/-
02	19/04/2017	72,983.04 AED	16,05,000/-
		Total	32,09,500/-

११) राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्ये दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकुण 90,85,437/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

१२) राजेश भगवानदास अगरवाल यांच्या मालकीच्या बालाजी एंटरप्रायझेसच्या Bassein Catholic Co-Op Bank Ltd A/c No 012130300000051 या बँक खात्यामध्ये दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकुण 27,14,759/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

वस्तुतः गेली अनेक वर्षे सुप्रिम ट्रान्सपोर्ट व संगीता एव्हीएशन या दोन्ही कंपन्या सातत्याने तोट्यात चालविण्यात येत आहेत. त्यामुळे फिर्यादी यांनी सन २०१२ सालापासुन ते आजपावेतो कंपनीच्या खात्यामधुन कोणताही आर्थिक मोबदला घेतलेला नाही. तसेच फिर्यादीचे वडील श्री कमल अगरवाल, फिर्यादीचा सख्खा धाकटा भाउ आकाश अगरवाल यांनीही कोणताही आर्थिक मोबदला घेतलेला नाही. त्यामुळे वर नमुद केल्यानुसार आरोपी विमल अगरवाल आणि इतरांच्या खात्यामध्ये करण्यामागे त्यांचा लबाडीचा उद्येश असल्याचे स्पष्ट दिसुन येते. तसेच सदरची रक्कम वळती केल्याबाबत फिर्यादी यांना सदर कालावधीत कमलेश तातावत यांच्याकडुनही कोणतीही पुर्वकल्पना प्राप्त झालेली नव्हती. त्यावरून विमल अगरवाल आणि इतर लाभार्थी तसेच कमलेश तातावत यांच्यात आपसात संगणमत असल्याचेही स्पष्ट झाले आहे.

फिर्यादी यांनी आरोपीशी संपर्क साधण्याचा वारंवार प्रयत्न केला परंतु त्यांनी कोणताही प्रतिसाद दिलेला नाही. उलटपक्षी दिनांक ११/११/२०२२ रोजी विमल अगरवाल व गिरीष अगरवाल यांनी एन.सी.एल.टी (नॅशनल कंपनी लॉ ट्रिब्युनल), मुंबई यांच्याकडे खटला दाखल करुन सदर खटल्यामध्ये दिनांक ०१/०४/२०१९ पासुन सुप्रिम ट्रान्सपोर्ट कंपनीने त्यांना कोणत्याही प्रकारचे मानधन दिले नाही असा दावा केला आहे.

आरोपींनी आणखीन काही रकमेचा अपहार केला असण्याची शक्यता असुन त्या अनुषंगाने कंपनीतील आर्थिक व्यवहाराची बारकाईने छाननी/पडताळणी करण्यात येत आहे. पडताळणी दरम्यान नमुद व्यक्तींनी आणखीन काही रकमेचा अपहार केल्याचे निदर्शनास येताच तात्काळ सहार पोलीस ठाणेस कळविण्यात येईल असे फिर्यादी यांनी सांगितले आहे.

अशा प्रकारे सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीचे संचालक (१) विमल अगरवाल व (२) गिरीष अगरवाल आणि सी.एफ.ओ (३) कमलेश भैरव तातावत यांनी एप्रिल—२०१८ ते जुलै—२०२२ या कालावधीत आपसात संगणमत करुन त्यांच्या वैयक्तीक आर्थिक फायद्या करीता भाडे आणि वेतनाच्या नावाखाली सुप्रिम ट्रान्सपोर्ट, संगीता एव्हीएशन या दोन कंपन्यांचे बँक खात्यातुन तसेच फिर्यादी यांच्या वैयक्तीक बँक खात्यातुन एकुण रुपये ६,२७,३६,१८०/- एवढी रक्कम (१) विमल अगरवाल (२) नुपर अगरवाल (३) गिरीष अगरवाल (४) समीक्षा अगरवाल (५) पिंकी अगरवाल (६) स्वप्नील चव्हाण (७) स्नेहा चव्हाण (८) अतुल पांडे (९) रजनी पांडे, (१०) राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करुन एकुण ६,२७,३६,१८०/- एवढया रकमेचा अपहार करुन फिर्यादी यांची फसवणुक केली असल्याचे स्पष्ट झाल्यानंतर फिर्यादी यांनी दिलेल्या तक्रारीवरुन सदरचा गुन्हा नोंद करण्यात आला आहे.

तपास :-

१) गुन्हा नोंद केल्यानंतर फौ.दं.प्र.सं. कलम ९१ अन्वये खालील बँक खात्यांचे स्टेटमेंट मागविण्यात आले.

फिर्यादी यांच्या कंपनीच्या बँक खात्याची माहिती.

Sr. No	Bank Name	Account Number	Account Name
01	HDFC	10452840000014	M/s Supreme Transport Origination Pvt. Limited
02	HDFC	03302840000157	As above
03	HDFC	01662840000470	As above
04	HDFC	03302840000140	As above
05	HDFC	04072840000053	As above
06	HDFC	00602340000085	As above
07	BOI	843720110000498	As above
08	BOI	004420110000823	As above
09	PNB	10451131002901	As above
10	DCB	00421300002745	M/s Sangeeta Aviation Services Pvt. Ltd
11	HDFC	50200008133578	As above
12	Citi Bank	0060246114	As above
13	PNB	10454015001858	As above
14	DCB	00410200001403	Mr. Ammeet K. Agarwal
15	PNB	10452191004874	Mr. Ammeet K. Agarwal

तसेच गुन्ह्यातील आरोपींच्या खालील नमुद बँक खात्याचे बँक स्टेटमेंट प्राप्त करण्यात आलेले आहे. आरोपींच्या बँक खात्याचा तपशील खालील प्रमाणे आहे.

Sr. No	Bank Name	A/C No.	A/C Name
01	HDFC	02721000019875	Vimal Agarwal
02	HDFC	02721000018984	Nupur Agarwal
03	HDFC	02721000019892	Girish Agarwal
04	HDFC	02721000070214	Samixa Agarwal
05	HDFC	02721000055437	Pinky Agarwal
06	HDFC	12111140000459	Atul Pandey
07	ICICI	104401531869	Swapnil Chavan
08	Saraswat	013200128873557	Sneha Chavan
09	PNB	1565000100131966,	Rajni Pandey
10	Axis	921010008877100	Swapnil Chavan

२) फिर्यादीने त्यांच्या जबाबात सांगितल्याप्रमाणे सदर गुन्ह्यातील अपहाराची एकुण रक्कम रुपये 06,27,36,180/- एवढी आहे. फिर्यादी व आरोपींच्या बँक खात्यांच्या स्टेटमेंटचे अवलोकन केले असता एकुण 05,95,65,283/- एवढी रक्कम फिर्यादी व

त्यांच्या  
नवी तपास  
३) आरोपी

त्यांच्या कंपनीच्या बँक खात्यातुन आरोपींच्या बँक खात्यामध्ये ट्रान्सफर झाल्याच्या नोंदी तपासात निष्पन्न झाल्या आहेत.

३) आरोपी विमल अगरवाल यांचे HDFC Bank A/c No 02721000019875 या खात्यामध्ये दिनांक ०३/०४/२०१८ ते दिनांक ०९/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातुन एकुण रक्कम रू. २,०१,४२,१४८ , संगीता एव्हीएशन कंपनीच्या खात्यातुन एकुण रक्कम रू. ५,००,००० आणि अमित अगरवाल यांच्या खात्यातुन रू. ४,००,००० अशी एकत्रित 02,10,42,148/- इतकी रक्कम ट्रान्सफर करण्यात आली असल्याच्या प्रत्यक्ष नोंदी कंपनी व फिर्यादी यांच्या बँक खात्यांच्या स्टेटमेंट व आरोपी विमल अगरवाल यांच्या बँक खात्याच्या स्टेटमेंट यांची पडताळणी केली असता तपासात निष्पन्न झाले आहे.

४) आरोपी विमल अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आलेल्या रकमेचा तपशील खालीलप्रमाणे :

A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातुन आरोपी विमल अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From HDFC Bank A/c No1045284000014 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	03/04/2018		60,00,000
02	21/05/2018		5,00,000
03	24/05/2018		5,00,000
04	20/06/2018		10,00,000
05	21/06/2018		5,00,000
06	22/06/2018		2,79,960
07	22/06/2018		45,000/-
		Total	88,24,960/-

From HDFC Bank A/c No 03302840000157 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	23/07/2018		1,45,000
		Total	1,45,000

From HDFC Bank A/c No 01662840000470 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	14/08/2018		1,39,980
02	28/09/2018		50,000
03	26/10/2018		55,000
04	08/07/2019		2,46,519
		Total	4,91,499/-

From HDFC Bank A/c No 03302840000140 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	06/11/2018		1,50,000
		Total	1,50,000

From HDFC Bank A/c No 04072840000053 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	13/11/2018	FT CR	75,000
02	15/12/2018	Two Months Rent	30,000
03	30/01/2019	Rent	15,000
04	28/02/2019	Rent	15,000
05	23/03/2019	Rent	15,000
06	27/03/2019	Rent	15,000
07	30/03/2019		25,000
08	17/04/2019		1,00,000
09	20/04/2019		50,000
10	09/05/2019	Rent	20,000
11	15/06/2019		45,000
12	29/06/2019	Rent	20,000
13	03/07/2019		5,90,000
14	16/07/2019		5,000
15	24/07/2019		20,000
16	24/07/2019		16,000
17	31/07/2019	TPT	20,000
18	31/07/2019	TPT	52,000
19	01/08/2019		3,75,000
20	09/08/2019		4,45,000
21	28/08/2019	Rent	20,000
22	05/09/2019		8,00,000
23	29/09/2019	Rent	20,000
24	15/08/2019	TPT	1,00,000
25	30/08/2018	Rent	20,000
26	15/10/2019		1,00,000
27	16/11/2019	TPT	5,00,000
28	21/11/2019	Rent	20,000
29	16/12/2019		5,00,000
30	20/12/2019	Rent	20,000
31	28/01/2020	Rent	20,000
32	07/02/2020	Rent	20,000
33	02/03/2020	Rent	20,000

34	21/03/2020	TPC	65,000
35	24/03/2020	Rent	20,000
36	01/04/2020		5,00,000
37	06/05/2020		50,000
38	06/05/2020	Rent	20,000
39	11/05/2020		1,50,000
40	02/06/2020	Rent	20,000
41	11/06/2020		76,000
42	06/07/2020	Rent	20,000
43	13/08/2020	Rent	20,000
44	24/09/2020	Rent	20,000
45	07/10/2020	Rent	20,000
46	06/11/2020		52,000
47	11/11/2020	Rent	20,000
48	31/12/2020	Rent	20,000
49	06/01/2021	Rent	20,000
50	15/03/2021	Rent	20,000
51	23/03/2021	Rent	20,000
52	26/03/2021	Rent	20,000
53	01/04/2021		5,25,000
54	04/05/2021		3,69,000
55	27/07/2021		8,000
56	27/07/2021		32,000
57	27/07/2021		25,500
58	27/07/2021		2,00,000
		Total	64,60,500/-

From PNB A/c No 10451131002901 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	04/03/2022		49,500
02	21/03/2022		2,94,693
03	01/05/2022		98,000
04	01/06/2022		99,000
05	06/07/2022		99,000
06	09/07/2022		2,69,996
		Total	8,11,189/-

From BOI A/c No 843720110000498 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	24/10/2019		7,85,000
02	04/01/2020		8,50,000
03	09/01/2020		11,50,000

04	01/06/2020		2,24,000
05	30/12/2020		2,50,000
		Total	32,59,000/-

७) याउल्लट  
कंपनीच्या अ  
श्री निरीष मुंदड

B) संगीता एव्हीएशन कंपनीच्या बँक खात्यातुन आरोपी विमल अगरवाल याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From DCB A/c No 00421300002745 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	02/04/2021		1,00,000
02	01/05/2021		1,00,000
03	01/06/2021		1,00,000
04	01/07/2021		1,00,000
05	02/08/2021		1,00,000
		Total	5,00,000/-

C) अमीत अगरवाल यांच्या बँक खात्यातुन आरोपी विमल अगरवाल याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From DCB A/c No 00410200001403 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/09/2021		1,00,000
02	01/01/2022		1,00,000
03	01/02/2022		1,00,000
04	02/03/2022		1,00,000
		Total	4,00,000/-

**Total (A+B+C) = 2,10,42,148/-**

५) आरोपी विमल अगरवाल यांच्या खात्यात ट्रान्सफर झालेल्या रकमेच्या नोंदी वरील प्रमाणे तक्त्याच्या स्वरूपात मा. न्यायालयाच्या अवलोकनाकरीता सादर करण्यात आल्या असुन त्यामध्ये असे निदर्शनास येत आहे की, आरोपी विमल अगरवाल यास सुप्रिम ट्रान्सपोर्ट कंपनीतुन एका महीन्यात ३ ते ४ वेळा भाडे स्वरूपात रक्कम प्राप्त होत होती. तसेच कित्येक ट्रान्झॅक्शन मधील रक्कम ही त्यांच्या खात्यात कशाकरीता वळती करण्यात आली आहे याबाबत बँक स्टेटमेंट मध्ये तसेच कंपनीच्या अकाऊंट्स मध्ये देखील कोणत्याही नोंदी नाहीत. हे प्रामुख्याने तपासात निदर्शनास आले आहे.

६) आरोपी विमल अगरवाल यास चौकशी दरम्यान याबाबत विचारणा केली असता नमुद आरोपीने कोणतीही समर्पक माहीती अथवा कोणतीही समर्पक कागदपत्रे चौकशी दरम्यान सादर केलेली नाहीत.

७) घाडकट नमुद आरोपीच्या बँक खात्यावर ट्रांसफर झालेल्या वरील रकमेच्या नोंदी कंपनीच्या आकाऊंट्समध्ये देखील घेतून आलेल्या नाहीत याबाबत कंपनीचे सी.ए. वी गिरीष अग्रवाल यांनी अहवाल दिला आहे.

८) फिर्दादीची कंपनी सुप्रिम ट्रांसपोर्ट व संगिता एव्हिएशन यांच्या बँक खात्यांपैकी HDFC बँकेच्या खात्यांचा अॅक्सेस ( अॅथोराईज्ड सिग्नेटरी ) हा आरोपी विमल अग्रवाल यांचे सहकारी आरोपी गिरीष अग्रवाल यांच्याकडे होता तर उर्वरित बँक खात्यांचा अॅक्सेस ( अॅथोराईज्ड सिग्नेटरी ) हा कंपनीचे सी.एफ.ओ. कमलेश तातावत यांच्याकडे होता. यावरून आरोपी विमल अग्रवाल यांनी कंपनीचे सी.एफ.ओ. कमलेश तातावत व इतर सहकारी आरोपी यांच्यासह पुर्वनियोजित कट रचुन वरीलप्रमाणे मोठ्या रकमेचा अपहार केला असल्याचे तपासात निष्पन्न झाले आहे.

९) गुन्ह्यातील आरोपींनी फिर्दादीची फसवणुक करून त्यांच्या कंपनीतुन तसेच फिर्दादीच्या वैयक्तिक बँक खात्यातुन मोठ्या रकमेचा अपहार केल्याची पडताळणी झाल्यानंतर खालील नमुद आरोपींची बँक खाती ही गोठविण्यात आली असुन फो.दं. प्र.सं. कलम १०२ अन्वये याबाबतची माहिती मा. महानगर दंडाधिकारी, ६३ वे न्यायालय, अंधेरी पूर्व, मुंबई यांना देखील सदरची माहिती पत्राद्वारे कळविण्यात आली आहे.

गोठविण्यात आलेल्या आरोपींच्या बँक खात्याचा तपशील खालील प्रमाणे आहे.

Sr. No	Bank Name	Account Numbers	Account holder Names
01	HDFC	02721000019875	Vimal Agarwal
02	HDFC	02721000018984	Nupur Agarwal
03	HDFC	02721000019892	Girish Agarwal
04	HDFC	02721000070214	Samixa Agarwal
05	HDFC	02721000055437	Pinky Agarwal
06	ICICI	104401531869	Swapnil Chavan
07	Axis	921010008877100	Swapnil Baban Chavan
08	Saraswat	013200128873557	Sneha Baban Chavan
09	HDFC	12111140000459	Atul Pandey
10	PNB	1565000100131966,	Rajni Surendra Pandey
11	ICICI	623501540474	Rajesh Agarwal

१०) त्याचप्रमाणे गुन्ह्याच्या तपासात असे निष्पन्न झाले आहे की, दिनांक ११/११/२०२२ रोजी विमल अग्रवाल व गिरीष अग्रवाल यांनी एन सी एल टी (नॅशनल कंपनी लॉ ट्रिब्युनल), मुंबई यांच्याकडे खटला दाखल करून घेऊन खटल्यामध्ये दिनांक ०१/०४/२०१९ पासुन सुप्रिम ट्रांसपोर्ट कंपनीने त्यांना कोणत्याही प्रकारचे मानधन दिले नाही असा दावा केला आहे. परंतु प्रत्यक्षात अर्जदार आरोपी विमल अग्रवाल व पाहीजे आरोपी गिरीष अग्रवाल यांच्या बँक खात्यांची पडताळणी केली असता सन २०१८ ते २०२२ या कालावधीत अर्जदार आरोपी यांच्या खात्यावर एकुण रू. २,१०,४२,१४८/- व पाहीजे आरोपी गिरीष अग्रवाल यांच्या खात्यावर एकुण रू. ३५,३८,२८६/- एवढी मोठी रक्कम त्यांनी वळवली

झाली असल्याचे तपासात निदर्शनास आले आहे. यावरून नमुद आरोपींनी कट रचून कंपनीच्या व फिर्दादीच्या रकमेचा अपहार तर केलाच परंतु उलटपक्षी त्यांना कंपनीकडून सन २०१८ पासून कोणताही मोबदला मिळाला नाही असे दाखवून स्वतःला सहानुभूती मिळावी याकरीता त्यांनी कंपनीविरुद्ध मा. एन.सी.एल.टी. प्राधिकरणाकडे दावा दाखल करून मा. न्याय प्राधिकरणाची देखील दिशाभूल करण्याचा प्रयत्न केला आहे. असे तपासात प्रथमदर्शनी निष्पन्न होत आहे.

११) अर्जदार आरोपी विमल अगरवाल हे सुप्रिम ट्रान्सपोर्ट व संगिता एव्हिएशन या कंपनीचे संचालक आहेत. संचालकास कंपनीकडून डायरेक्टर रिम्युनरेशन अथवा मोबदला कोणत्या स्वरूपात व किती प्रमाणात देय आहे याबाबत संचालक मंडळामध्ये तसा ठराव होणे आवश्यक आहे. अर्जदार आरोपी यांच्या बँक खात्याची पडळणी केल्यानंतर त्यांच्या खात्यात जमा झालेल्या (अपहारीत रक्कम) रक्कमेबाबत संचालक मंडळाचा असा कोणताही मंजूर केलेला ठराव प्रत्यक्ष आरोपीने तपासात सादर केलेला नाही. यावरून सदर जमा झालेली रक्कम ही आरोपीने अपहार करून प्राप्त केली आहे हे तपासात निष्पन्न होत आहे.

१२) यातील अर्जदार आरोपी व पाहीजे आरोपी हे एकमेकांचे नातेवाईक असून त्यांचे फिर्दादीशी नाते खालीलप्रमाणे आहे.

- पाहीजे आरोपी विमल अगरवाल व गिरीष अगरवाल हे फिर्दादीचे चुलत भाऊ आहेत.
- पाहीजे आरोपी नुपूर अगरवाल ही विमल अगरवाल यांची पत्नी आहे.
- पाहीजे आरोपी समिक्षा अगरवाल ही गिरीष अगरवाल यांची पत्नी आहे.
- पाहीजे आरोपी पिंकी अगरवाल ही फिर्दादी यांची चुलत बहीण असून विमल व गिरीष अगरवाल यांची सख्खी बहीण आहे.
- पाहीजे आरोपी कमलेश भैरव तातावत हा फिर्दादीच्या कंपनीतील कर्मचारी आहे.
- पाहीजे आरोपी अतुल पांडे व स्वप्नील चव्हाण हे फिर्दादीचे मित्र आहेत.
- पाहीजे आरोपी रजनी पांडे ही अतुल पांडे यांची आई तर पाहीजे आरोपी स्नेहा चव्हाण ही स्वप्नील चव्हाण यांची आई आहे.
- अर्जदार आरोपी हा आरोपी विमल व गिरीष अगरवाल यांचा मेव्हणा आहे.

१३) अर्जदार आरोपीच्या बँक खात्यावर एवढ्या मोठ्या प्रमाणात रक्कम कोणत्या कारणाकरीता जमा करण्यात आली याबाबत माहीती अथवा विचारणा करण्याकरीता फिर्दादी यांनी अर्जदार आरोपीस संपर्क करण्याचा प्रयत्न केला परंतु अर्जदार आरोपीने फिर्दादीस कोणतेही समर्पक कारण न सांगून कोणताही प्रतिसाद दिला नाही.

१४) फिर्दादीची कंपनी सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा लि व संगिता एव्हिएशन सर्वीसेस प्रा लि. या दोन्ही कंपनीमध्ये पाहीजे आरोपी श्रीमती नुपूर अगरवाल, समिक्षा अगरवाल, पिंकी अगरवाल, या कोणतेही पद भुषवीत नसतानाही त्यांनी कंपनीच्या विविध खात्यातून प्रती महीना (प्रत्येक महीन्याला) ४ ते ५ वेळा वेतन आणि भाड्याच्या नावाखाली पैसे ट्रान्सफर केले असल्याचे निष्पन्न झालेले आहे.

१५) यातील पाहीजे आरोपी नुपूर विमलकुमार अगरवाल ही अर्जदार आरोपी यांची पत्नी आहे. तसेच त्यांना फिर्यादीच्या दोन्ही कंपनीमध्ये कोणतेही पद नाही. तरीही त्यांच्या बँक खात्यामध्ये प्रती महीना ४ ते ५ वेळा वेतन स्वरूपात रक्कम जमा होते हे संशयास्पद असून यामध्ये अर्जदार आरोपीचा कट निषन्न होत आहे.

१६) त्याचप्रमाणे आरोपी स्नेहा चव्हाण, रजनी पांडे, स्वप्नील चव्हाण, व अतुल पांडे यांना देखील ते कंपनीमध्ये कोणतेही पद भुषवीत नसतानाही, किंवा त्यांनी कंपनीला कोणत्याही प्रकारची सेवा दिलेली नसतानाही त्यांच्या बँक खात्यामध्ये कंपनीचे पैसे ट्रान्सफर केले असल्याचे निषन्न झालेले आहे.

अर्जदार आरोपीचा अटकपूर्व जामिन अर्ज नामंजुर होण्याची कारणे खालीलप्रमाणे —

- १) अर्जदार आरोपीने फिर्यादीच्या कंपनीच्या बँक खात्यातून एकुण रू. २,१०,४२,१४८/- एवढी रक्कम त्याच्या बँक खात्यामध्ये ट्रान्सफर करून अपहार केला असल्याचे अर्जदार आरोपीच्या बँक खात्याच्या पडताळणीत निषन्न झाले आहे.
- २) परंतु सदर रक्कम अर्जदार आरोपीने कोणत्या कारणासाठी वापरली याबाबत कोणतीही समर्पक माहिती आरोपीने त्याच्या अटकपूर्व जामिन अर्जांमध्ये दिलेली नाही.
- ३) अर्जदार आरोपीने अपहार केलेल्या रकमेची त्याने कोठे विल्हेवाट लावली याबाबतचे सत्य अर्जदार आरोपी लपवीत असून त्यामुळे तपासात अडथळा निर्माण करणे हा त्याचा उद्येश असल्याचे दिसून येत आहे.
- ४) नमुद आरोपी हा सदर गुन्ह्यातील मुख्य आरोपी असून जर नमुद अर्जदार आरोपीस अटकपूर्व जामिन मंजुर झाल्यास त्याचा वापर गुन्ह्यातील उर्वरित पाहीजे आरोपींना देखील अटकपूर्व जामिन मंजुर करण्याकरीता केला जावु शकतो (law of parity).
- ५) जर अर्जदार आरोपीस अटकपूर्व जामिन मंजुर झाला तर तो व त्याचे सहकारी पाहीजे आरोपी हे गुन्ह्यातील पुरावे नष्ट करण्याची दाट शक्यता आहे. तसेच नमुद आरोपी हे फरार होवुन तपासात अडथळा निर्माण होवु शकतो.
- ६) नमुद गुन्ह्याचा तपासा हा प्राथमिक स्वरूपात असून तपासाच्या प्रगतीकरीता अर्जदार आरोपीचे custodial interrogation ची आवश्यकता आहे. त्यामुळे अर्जदार आरोपी व त्याचे सह आरोपी यांचा फसवणुक व अपहार करण्यापलीकडील कट उघडकीस आणण्यास मदत होईल.
- ७) अर्जदार आरोपी राजेश अगरवाल व गुन्ह्यातील इतर पाहीजे आरोपी यांनी पुर्व नियोजित कट रचुन सन-२०१८ ते सन-२०२२ या कालावधीत फिर्यादी व त्यांच्या दोन्ही कंपनीचा पैसा स्वतःच्या बँक खात्यामध्ये वळता करुन जवळपास ६ कोटी पेक्षाही जास्त रकमेचा अपहार केलेला आहे.

८) गुन्ह्याच्या तपासात अर्जदार आरोपी विमल अगरवाल याने अपहार केलेली एकूण रक्कम रू. २,१०,४२,१४८/- याचेसह इतर सर्व आरोपींकडून गुन्ह्यातील अपहाराची रक्कम हस्तगत करणे आहे.

९) अर्जदार आरोपीच्या बँक खात्याच्या पडताळणीवरून आरोपीने अपहार केलेली सर्व रक्कम तात्काळ काढून घेवून इतर ठिकाणी, शेअर्समध्ये, फिक्स डिपॉझिट वा अन्यत्र ठिकाणी गुंतवली असून याबाबत आरोपींकडून माहिती प्राप्त करून सदर रक्कम हस्तगत करणेकरीता आरोपीच्या पोलीस कोठडीची आवश्यकता आहे.

१०) आरोपी विमल अगरवाल याने इतर आरोपींच्या सहाय्याने अपहारीत रकमेतुन स्थावर किंवा जंगम मालमत्ता खरेदी केली असण्याची अथवा आणखी इतर ठिकाणी गुंतवणुक केली असण्याची शक्यता असून त्याबाबत तपास चालू आहे.

११) आरोपी विमल अगरवाल याने अपहार केलेल्या रकमेची विल्हेवाट लावण्यासाठी त्याच्या कुटुंबातील सदस्याचा देखील सहभाग असल्याचे तपासात निष्पन्न झाले असून त्या अनुषंगाने आरोपी विमल अगरवाल व त्याच्या कुटुंबियाकडे तपास करणे आहे.

१२) अर्जदार आरोपी विमल अगरवाल हा नमुद गुन्ह्यातील मुख्य आरोपी असून यास अटक पुर्व जामीन मंजुर झाल्यास सदर गुन्ह्यातील अपहाराची मालमत्ता हस्तगत करणे शक्य होणार नाही.

१३) अर्जदार आरोपी विमल अगरवाल याला अटक पुर्व जामीन मंजुर झाल्यास त्याला कायद्याची भिती वाटणार नाही, तसेच तो सदर गुन्ह्यातील साक्षीदारांना प्रलोभन देऊन साक्ष देण्यासपासुन परावृत्त करेल.

१४) अर्जदार आरोपी विमल अगरवाल याच्याकडे गुन्ह्यातील इतर आरोपी बाबत तपास करून राजेश अगरवाल याच्या मदतीने इतर पाहीजे आरोपींचा तपास करून त्यांना अटक करणे आहे.

उपरोक्त मुद्या प्रमाणे पाहीजे आरोपी विमल अगरवाल याच्याकडे तपास करणे आवश्यक असून त्या करीता त्याच्या पोलीस कोठडीची आवश्यकता आहे.

तरी पाहीजे आरोपी विमल अगरवाल याला अटक पुर्व जामीन मंजुर होण्यास पोलीसांची सक्त हरकत आहे.

सोबत - C.A. श्री गिरीष मुंदडा यांच्या अहवालाची प्रत.



आपला विश्वासु

*(संदीप शिंदे)*

(संदीप शिंदे)

सहाय्यक पो. निरीक्षक  
सहार पोलीस ठाणे, मुंबई

जावक क्रमांक 3697 / 2023  
वरिष्ठ पोलीस निरीक्षक  
सहार पोलीस ठाणे, मुंबई  
दिनांक :- 28/06/2023

प्रति,

मा. सत्र न्यायाधिश,  
सत्र न्यायालय, कोर्ट रुम क्र 08  
दिंडोशी, मुंबई

विषय :- सहार पोलीस ठाणे, गु.र.क्र 155/2023 मधील पाहीजे आरोपी क्र. (01) विमलकुमार जगदीशप्रसाद अगरवाल याने अटक पुर्व जामीनासाठी केलेल्या अर्जास अनुसरून पोलीसांचा अतिरीक्त अहवाल.

संदर्भ :- अटक पुर्व जामीन अर्ज क्रमांक 763 / 2023

महोदय,

सहार पोलीस ठाणे, मुंबई येथे दिनांक 25/04/2023 रोजी गु.र.क्र 155/2023 कलम 120(ब), 402, 409, 499(अ), 420, 38 भादवि अन्वये खालील नमुद आरोपींविरुद्ध गुन्हा नोंद करण्यात आला आहे.

सदर गुन्हातील आरोपी (1) विमलकुमार जगदीश प्रसाद अगरवाल याच्या अटक पुर्व जामीन अर्जास अनुसरून दिनांक 12/05/2023 रोजी मा. सत्र न्यायालयात सविस्तर अहवाल सादर करण्यात आला आहे.

सदर अहवालास अनुसरून नमुद गुन्ह्यामध्ये केलेल्या तपासाचा खालील प्रमाणे अतिरीक्त अहवाल सादर करण्यात येत आहे.

1) सदर गुन्ह्यामध्ये दिनांक 15/06/2023 रोजी आरोपी गिरीष जगदीशप्रसाद अगरवाल व स्वप्नील बबन चव्हाण यांना अटक करण्यात आली असून ते सध्या न्यायालयीन कोठडीत आहेत.

2) पाहीजे आरोपी अतुल सुरेद्र पांडे याचा तो राहत असलेल्या पत्त्यावर जाऊन त्याचा तपास केला असता तो मुंबई बाहेर निघून गेला असून तो कोठे गेला आहे याबाबत त्याच्या कुटुंबियाकडून कोणतीही माहिती प्राप्त झालेली नाही. तसेच त्याचे कुटुंबिय पाहीजे आरोपी अतुल पांडे याची माहिती जाणीव पुर्वक लपवत आहेत.

3) यावरून असे दिसून येते की, नमुद गुन्हातील पाहीजे आरोपी हे सध्या त्यांचे वास्तव्याच्या ठिकाणी नसून स्वतःला लपवत आहेत त्यामुळे त्यांना अटक पुर्व जामीन मंजूर झाल्यास ते नमुद गुन्हाच्या तपासात कोणतेही सहकार्य करणार नाहीत.

आपला विश्वासु



(संदीप शिंदे)

सहाय्यक पो. निरीक्षक  
सहार पोलीस ठाणे, मुंबई





जावक क्रमांक 3698 / 2023  
वरिष्ठ पोलीस निरीक्षक  
सहार पोलीस ठाणे, मुंबई  
दिनांक :- 26/06/2023

प्रति.

मा. सत्र न्यायाधिश,  
सत्र न्यायालय, कोर्ट रुम क्र 08  
दिंडोशी, मुंबई

विषय :- सहार पोलीस ठाणे, गु.र.क्र 155/2023 मधील पाहीजे  
आरोपी क्र. (02) नुपुर विमलकुमार अगरवाल हिने  
अटक पुर्व जामीनासाठी केलेला अर्ज.

संदर्भ :- अटक पुर्व जामीन अर्ज क्रमांक 1037/2023  
महोदय,

सहार पोलीस ठाणे, मुंबई येथे दिनांक 25/06/2023 रोजी गु.र.क्र  
155/2023 कलम 120(ब), 408, 409, 499(अ), 420, 38 भादवि अन्वये  
खालील नमुद आरोपींविरुद्ध गुन्हा नोंद करण्यात आला आहे.

### आरोपींची नावे

- 1) विमलकुमार जगदीशप्रसाद अगरवाल
- 2) नुपर विमलकुमार अगरवाल
- 3) गिरीष जगदीशप्रसाद अगरवाल
- 4) समीक्षा गिरीष अगरवाल
- 5) पिकी जगदीशप्रसाद अगरवाल
- 6) स्वप्नील बबन चव्हाण
- 7) स्नेहा बबन चव्हाण
- 8) अनुल सुरेद्र पांडे
- 9) रजनी सुरेद्र पांडे,
- 10) राजेश भगवानदास अगरवाल
- 11) कमलेश भैरव तातावत

उपरोक्त आरोपीपैकी आरोपी क्र (02) नुपुर विमलकुमार अगरवाल हिने  
अटक पुर्व जामीनासाठी वरील संदर्भान्वये अर्ज केला आहे. आरोपी श्रीमती नुपुर  
विमलकुमार अगरवाल हिच्या अटक पुर्व जामीन अर्जास अनुसरून सहार पोलीस  
ठाणेकडून खालील प्रमाणे अहवाल सादर करण्यात येत आहे.

**थोडक्यात हकीगत:-** फिर्यादी श्री. अमीत कमल अगरवाल, वय 38 वर्षे याचे  
वडील श्री. कमल अगरवाल यांनी सन-2008 मध्ये सुप्रिम ट्रान्सपोर्ट प्रा लि नावाची  
कंपनी सुरु केलेली आहे. तर फिर्यादी यांनी संगीता एव्हीएशन सर्विस प्रा लि कंपनीची  
स्थापना सन-2012 मध्ये केलेली आहे. या दोन्ही कंपन्यामध्ये फिर्यादी हे अध्यक्ष  
आणि कार्यकारी संचालक म्हणून सध्या कार्यरत आहेत. दोन्ही कंपनीचे ऑफिस  
पत्ता - 5/बी-38, 5/बी-32 अक्षय मित्तल इंडस्ट्रीयल इस्टेट, अंधेरी कुर्ला  
रोड, अंधेरी (पुर्व), मुंबई या ठिकाणी आहे.

सुप्रिम ट्रान्सपोर्ट प्रा. लि या कंपनीमध्ये फिर्यादी हे स्वतः, तसेच त्यांचे वडील श्री. कमल अगरवाल, सख्खा धाकटा भाऊ आकाश अगरवाल आणि आरोपी विमल अगरवाल व गिरीष अगरवाल असे एकुण ०५ संचालक आहेत. सदर कंपनीचा मुख्य व्यवसाय मालाची रस्ते वाहतुक आणि हवाई वाहतुक करण्याचा आहे. कंपनीच्या मालकीची काही वाहने व विमान आहेत. या व्यतीरीक्त कंपनीच्या व्यवसायाकरीता आवश्यकते नुसार भाडे तत्वावर वाहने घेतली जातात. सदर कंपनीचे मुख्य कार्यालय मुंबईमध्ये असून पनवेल, कळंबोली, राजस्थान, गुजरात, दिल्ली आणि बेंगलोर या ठिकाणी शाखा व विभागीय कार्यालये आहेत.

संचालकांपैकी आरोपी विमल अगरवाल हे बेंगलोर येथे रहावयास आहेत तर संचालक गिरीष अगरवाल हे दिल्ली येथे रहावयास आहेत. ते दोघेही नात्याने फिर्यादी यांचे चुलतभाऊ आहेत. त्यांचे दिवंगत वडील कै. जगदीशप्रसाद अगरवाल हे फिर्यादी यांच्या वडीलांचे सख्खे मोठे भाऊ होते. कै. जगदीशप्रसाद अगरवाल यांच्या मृत्यु नंतर विमल अगरवाल आणि गिरीष अगरवाल यांची परस्परातील सहमती नुसार सुप्रिम ट्रान्सपोर्ट कंपनीमध्ये संचालक म्हणून नियुक्ती करण्यात आली आहे. ते दोघेही प्रत्येक महीन्यातील काही दिवस मुंबईमध्ये राहून कंपनीच्या दैनंदिन कामकाजात सहभागी होत असत.

सुप्रिम ट्रान्सपोर्ट प्रा लि. ही कंपनी तोटयात व्यवसाय करित असल्यामुळे सन-२०१२ साली अगरवाल कुटुंबातील समझौत्या नुसार फिर्यादी यांची सदर कंपनीमध्ये कार्यकारी संचालक आणि अध्यक्ष म्हणून नेमणुक करण्यात आली आहे. तेव्हापासून दोन्ही कंपनीचा व्यवसाय एकत्रीतरित्या वर नमुद पत्त्यावरील कंपनीच्या कार्यालयातून फिर्यादी यांच्या देखरेखीखाली करण्यात येत आहे. संगीता एव्हीएशन या कंपनीच्या विरूध्द थकबाकी देय असल्याकारणाने एका कंपनीने एन.सी. एल.टी. येथे इन्सॉल्व्हन्सी पीटीशन दाखल केले होते. त्यानुसार मा. एन.सी.एल.टी. प्राधिकरणाने संगीता एव्हीएशन या कंपनीस दिनांक १०/०८/२०२१ रोजी दिवाळखोर म्हणून घोषित केले आहे. त्याविरूध्द कंपनीच्या वतीने अपीलिय प्राधिकरणाकडे दाद मागण्यात आली असून त्याची सुनावणी चालू आहे. त्यामुळे संगीता एव्हीएशन या कंपनीच्या सर्व आर्थिक व्यवहारांवर मा. एन.सी.एल.टी. प्राधिकरणाने नेमलेले आय. आर. पी. श्री बिजेन्द्र झा यांची देखरेख आहे.

सन-२०१४ मध्ये फिर्यादी यांच्या कंपनीमध्ये आरोपी वरुण रमेश काकरीया, रा.ठी. बि विंग, शरयु बिल्डींग, सुचीधाम, फिल्म सिटी रोड, मालाड (पुर्व), मुंबई याची नेमणुक सदर कंपनीमध्ये सहाय्यक म्हणून करण्यात आली होती.

सन-२०१६ साली फिर्यादी यांच्या कंपनीमध्ये आरोपी कमलेश भैरव-तातावत, रा.ठी. ८९/डी, नारायन विहार-१, जगन्नाथपुर, संगानेर, जयपुर, राजस्थान याची चिफ फायनान्स ऑफिसर (सी.एफ.ओ.) म्हणून नियुक्ती केली होती. तसेच त्याचा चुलतभाऊ मुकेश भैरव तातावत याची नियुक्ती चिफ ऑपरेशन ऑफिसर म्हणून केली होती.

दोन्ही कंपन्या वेळोवेळी सरकारच्या विविध खात्यातर्फे जाहीर करण्यात आलेल्या प्रकल्पात ठेकदार म्हणून सहभागी होत असतात. सदर कंत्राट मिळविण्या करीता करावयाची संपुर्ण प्रक्रीया, त्या करीता आवश्यक असलेले सर्व कागदोपत्री व्यवहार, वेळोवेळी संबंधीत सरकारी अधिकाऱ्यांसमवेत संपर्क ठेवणे, कंत्राट पुर्ण करण्याकरीता विविध व्यवसायीकांची मदत घेणे, कंत्राटाप्रमाणे नेमुन दिलेले काम पुर्ण

“२”

करणे, सरकारी कार्यालयातुन येणे असलेल्या रकमेचा पाठपुरावा करणे, कंपनी तर्फे विविध व्यवसायीकांना देय असलेली रक्कम अदा करणे इत्यादी अनेक कार्य व्यवसायानिमित्त करावी लागतात. या सर्व कामाची जबाबदारी कमलेश तातावत आणि वरुण काकरीया यांच्यावर सोपविण्यात आली होती, त्या प्रमाणे ते दोघेजण कंपनीतील कामकाज करीत होते.

फिर्यादीचे पुर्वीचे मित्र स्वप्नील चव्हाण आणि अतुल पांडे हे सुध्दा वर नमुद पत्त्यावरील कंपनीच्या कार्यालयात नेहमी येत-जात होते. दोन्ही कंपनीचे एच. डी.एफ.सी बँक, बँक ऑफ इंडिया, पंजाब नॅशनल बँक, सिटी बँक, डी.सी.बी बँक इत्यादी बँकेमध्ये खाते आहेत. सदर बँक खात्याचा तपशील खालील प्रमाणे आहे.

	Bank Name	Account Number
M/s Supreme Transport Origination Pvt. Limited	HDFC	10452840000014
	HDFC	03302840000157
	HDFC	01662840000470
	HDFC	03302840000140
	HDFC	04072840000053
	HDFC	00602340000085
	PNB	10451131002901
	BOI	843720110000498
BOI	004420110000823	

	Bank Name	Account Number
M/s Sangeeta Aviation Services Pvt. Ltd	Development Credit Bank (Customer ID 102173678)	00421300002745
	HDFC	50200008133578
	Citi Bank	0060246114
	Punjab National Bank	10454015001858

तसेच कंपनीच्या व्यवहारातील सुलभते करीता फिर्यादी यांचे व्यक्तीगत बँक खाती देखील कंपनीच्या कार्यालयातुन वेळोवेळी वापरण्यात येत असतात. फिर्यादी यांच्या वैयक्तीक बँक खात्याचा तपशील खालील प्रमाणे

	Bank Name	Account Number
Mr. Ammeet K. Agarwal	Development Credit Bank	00410200001403
	PNB	10452191004874

वर नमुद केलेली सर्व बँक खाती व्यवहारीक सुलभते करीता नेट बँकींगच्या माध्यमातुन वापरली जातात. उपरोक्त बँक खात्यापैकी सुप्रिम ट्रान्सपोर्ट प्रा लि कंपनीच्या HDFC बँकेतील सर्व खात्यांचा रजिस्टर्ड ईमेल आयडी girish@stopl.in आणि रजिस्टर्ड मोबाईल क्रमांक 9311701121 असा असुन सदरचा ईमेल आय डी

आणि मोबाईल नंबर श्री. गिरीष अग्रवाल यांच्या व्यक्तीगत वापरात आहे. तसेच इतर सर्व बँक खात्याचा रजिस्टर्ड इमेलय आय.डी. kamlesh@supremeavaiaation.com आणि रजिस्टर्ड मोबाईल नंबर 8078655144 असा असुन तो कमलेश तातावत यांच्या व्यक्तीगत वापरात आहे. फिर्यादी यांना कंपनीच्या कामासाठी सतत पदेशात तसेच भारतातील विविध भागात जावे लागते, त्यामुळे फिर्यादीस कंपनीच्या दैनदिन आर्थिक व्यवहाराचे कामकाज पाहणे शक्य नसल्यामुळे त्यांनी दोन्ही कंपनीच्या सर्व आर्थिक व्यवहाराची तसेच फिर्यादी यांच्या वैयक्तीक बँक खात्यातील ऑनलाईन/ऑफलाईन व्यवहाराची संपुर्ण जबाबदारी सी.एफ.ओ कमलेश तातावत यांच्यावर सोपवली होती. तसेच कमलेश तातावत याला कंपनीच्या कामकाजा करिता एक स्वतंत्र लॅपटॉप आणि संगणक देण्यात आलेला होता.

फिर्यादी, जुलै-२०२२ मध्ये कंपनीच्या आर्थिक व्यवहाराचा आढावा घेत असताना त्यांना काही माहिती आवश्यक असल्याने त्यांनी कमलेश आणि वरुण यांना कंपनीला येणे असलेल्या रकमेचा तपशील मागीतला होता. त्यावेळी निष्पॉन लिमीटेड कंपनीकडुन काही रक्कम येणे बाकी असल्याचे समजले. त्यामुळे फिर्यादी यांनी स्वतः जुलै ते सप्टेंबर-२०२२ मध्ये निष्पॉन कंपनीच्या संबंधीत अधिकाऱ्यांना अनेकवेळा ईमेल पाठवुन कंपनीची देय असलेली रक्कम लवकरात लवकर अदा करावी अशी विनंती केली होती. बऱ्याच प्रयत्नानंतर दिनांक २६/०८/२०२२ रोजी निष्पॉन लिमीटेड कंपनीच्या पदाधिकाऱ्यांनी फिर्यादी यांना ईमेल पाठवुन फिर्यादी यांच्या कंपनीला देय असलेली रक्कम कंपनीच्या BOI A/C No 843720110000498 मध्ये ट्रान्सफर केली असल्याचे कळविले होते.

फिर्यादी यांनी नमुद BOI बँक खात्याचे स्टेटमेंट प्राप्त करुन त्याचे अवलोकन केले असता दिनांक २६/०७/२०२२ रोजी निष्पॉन लिमीटेड कंपनीकडुन एकुण ०३,२२,६१६/- एवढी रक्कम प्राप्त झाली असल्याचे आढळुन आले. परंतु दिनांक २७/०७/२०२२ रोजी एकुण ०३,२३,२७८/- एवढी रक्कम कंपनीचे संचालक विमल अग्रवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आली असल्याचे आढळुन आले.

सदर वेळी फिर्यादी परदेशात असल्यामुळे त्यांनी सी.एफ.ओ. श्री. कमलेश तातावत यांच्याशी संपर्क साधुन त्यांच्याकडे विमल अग्रवाल यांना दिनांक २७/०७/२०२२ रोजी करण्यात आलेल्या पेमेंट बाबत विचारणा केली, परंतु त्याने काणेतीही समाधानकारक माहिती दिली नाही.

सबब फिर्यादी यांनी विलम अग्रवाल यांच्याशी संपर्क केला परंतु त्याने फिर्यादी यांना काणेतीही समाधान कारक माहिती दिली नाही. त्यानंतर कमलेश तातावत आणि वरुण काकरीया यांनी अचानक कंपनीच्या ऑफिसमध्ये येणे बंद केले.

विमल अग्रवाल व कमलेश तातावत यांच्या एकंदरीत वर्तणुकीवरुन त्यांनी कंपनीमध्ये काहीतरी आर्थिक गैरव्यवहार केला असावा अशी शंका आल्यामुळे फिर्यादी यांनी परदेशातुन भारतात आल्यानंतर कंपनीचे चार्टर्ड अकाऊंटंट श्री. गिरीष मुंदडा यांना दिनांक ०६/०९/२०२२ रोजी लेखी पत्र पाठवुन कंपनीच्या बँक खात्यांची तसेच आर्थिक व्यवहाराची चौकशी/छाननी करुन त्याबाबतचा त्यांचा निष्कर्ष कळविण्याची विनंती केली होती. त्या प्रमाणे त्यांनी फिर्यादीच्या कंपनीच्या आर्थिक व्यवहाराची तपासणी करुन त्यांचा अहवाल दिनांक ०२/०३/२०२३ रोजी दिला आहे.

सुप्रीम ट्रान्सपोर्ट, संगीता एव्हीएशन आणि फियरिदी यांच्या वैयक्तिक बँक खात्याची माहिती (उपरोक्त नमुद) व संबंधित खात्यांचे बँक स्टेटमेंट प्राप्त करून त्याचे अवलोकन केले असता भाडे आणि वेतनाच्या नावाखाली सुप्रिम ट्रान्सपोर्ट कंपनी व संगीता एव्हीएशन या कंपन्यांच्या बँक खात्यातून आणि फियरिदीच्या वैयक्तिक बँक खात्यातून खालील व्यक्तींच्या बँक खात्यांमध्ये एकूण रु. ६,२७,३६,१८०/- एवढी रक्कम ट्रान्सफर झाली असल्याचे आढळून आले. सदर व्यक्तीची नावे व त्यांच्या बँक खात्याची माहिती खालील प्रमाणे आहे.

१) आरोपी विमल अगरवाल यांचे HDFC Bank A/c No 02721000019875 या खात्यामध्ये दिनांक ०३/०४/२०१८ ते दिनांक ०९/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकूण रक्कम रु. १,८६,२६,९०८ , संगीता एव्हीएशन कंपनीच्या खात्यातून एकूण रक्कम रु. १३,९३,२५० आणि अमित अगरवाल यांच्या खात्यातून रु. ८,००,००० अशी एकत्रित ०२,०८,२०,१५८/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

२) श्रीमती नुपुर विमल अगरवाल यांचे HDFC Bank A/c No 02721000018984 या खात्यामध्ये दिनांक १६/०१/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकूण रक्कम रु. २२,१४,८२४ , संगीता एव्हीएशन कंपनीच्या खात्यातून एकूण रक्कम रु. ८,१७,६०० आणि अमित अगरवाल यांच्या खात्यातून रु. ८,००,००० अशी एकत्रित ३८,३२,४२४/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

३) गिरीष जगदीशप्रसाद अगरवाल यांचे HDFC Bank A/c No 02721000019892 या खात्यामध्ये दिनांक २२/०६/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकूण रक्कम रु. ११,०५,०७२ , संगीता एव्हीएशन कंपनीच्या खात्यातून एकूण रक्कम रु. १३,९३,२५० आणि अमित अगरवाल यांच्या खात्यातून रु. ८,००,००० अशी एकत्रित ३२,९८,३३२/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

४) श्रीमती समीक्षा गिरीष अगरवाल यांचे HDFC Bank A/c No 02721000070214 या खात्यामध्ये दिनांक २२/०६/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकूण रक्कम रु. ०८,७९,९७० , संगीता एव्हीएशन कंपनीच्या खात्यातून एकूण रक्कम रु. १०,९५,५०० आणि अमित अगरवाल यांच्या खात्यातून रु. ८,००,००० अशी एकत्रित २७,७५,४७०/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

५) श्रीमती पिकी जगदीशप्रसाद अगरवाल यांचे HDFC Bank A/c No 02721000055437 या खात्यामध्ये दिनांक ०४/०५/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकूण रक्कम रु. ११,९४,९७० , संगीता एव्हीएशन कंपनीच्या खात्यातून एकूण रक्कम रु. ८,७७,१५० आणि अमित अगरवाल यांच्या खात्यातून रु. ७,८६,६११ अशी एकत्रित २८,५८,७००/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

६) अतुल सुरेद्र पांडे यांचे HDFC Bank A/c No 1211140000459 या खात्यामध्ये दिनांक ३१/०८/२०१९ ते दिनांक १५/१२/२०२१ या कालावधीत एकुण 37,34,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

७) श्रीमती रजनी सुरेद्र पांडे यांचे PNB Bank A/c No 1565000100131966 या खात्यामध्ये दिनांक ०९/१०/२०२० ते दिनांक ०५/१२/२०२० या कालावधीत एकुण 11,00,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर झाले आहेत.

८) स्वप्नील बबन चव्हाण यांचे ICICI Bank A/c No 104401531869 & Axis Bank A/c No 921010008877100 या खात्यामध्ये दिनांक १५/११/२०१९ ते दिनांक २७/१२/२०२१ या कालावधीत एकुण 45,52,400/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

९) श्रीमती स्नेहा बबन चव्हाण यांचे Saraswat Bank A/c No 013200128873557 या खात्यामध्ये दिनांक ०४/०७/२०१९ ते दिनांक ०७/०९/२०२१ या कालावधीत एकुण 47,55,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

१०) तसेच स्वप्नील चव्हाण याने दिनांक ०५/०३/२०१७ रोजी UAE देशात "पोटोमॅक एव्हीएशन टेक्नॉलाजी" नावाची कंपनी स्थापन केली आहे. तसेच सदर कंपनीच्या "नुर ट्रेड बँक, यु.ए.ई" येथे बँक खाते उघडले असुन सदर बँक खात्याचा पत्ता मरोळ मरोशी रोड, अंधेरी (पुर्व), मुंबई येथील आहे. तसेच सुप्रीम एव्हीएशन कंपनीच्या बँक खात्यातुन पोटोमॅक कंपनीच्या बँक खात्यामध्ये खालील प्रमाणे रक्कम ट्रान्सफर केली आहे.

Sr. No	Transaction Date	Amount	Value in INR
01	19/04/2017	72,932.15 AED	16,04,500/-
02	19/04/2017	72,983.04 AED	16,05,000/-
		Total	32,09,500/-

११) राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्ये दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकुण 90,85,437/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

१२) राजेश भगवानदास अगरवाल यांच्या मालकीच्या बालाजी एंटरप्रायझेसच्या Bassein Catholic Co-Op Bank Ltd A/c No 012130300000051 या बँक खात्यामध्ये दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकुण 27,14,759/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

वस्तुतः गेली अनेक वर्षे सुप्रिम ट्रान्सपोर्ट व संगीता एव्हीएशन या दोन्ही कंपन्या सातत्याने तोंट्यात चालविण्यात येत आहेत. त्यामुळे फिर्यादी यांनी सन २०१२ सालापासून ते आजपावेतो कंपनीच्या खात्यामधून कोणताही आर्थिक मोबदला घेतलेला नाही. तसेच फिर्यादीचे वडील श्री कमल अग्रवाल, फिर्यादीचा गन्धवा धाकटा भाऊ आकाश अग्रवाल यांनीही कोणताही आर्थिक मोबदला घेतलेला नाही. त्यामुळे वर नमुद केल्यानुसार आरोपी विमल अग्रवाल आणि इतरांच्या खात्यामध्ये एवढी प्रचंड रक्कम सन २०१८ ते २०२२ या कालावधीत टप्प्या टप्प्याने वळती करण्यामागे त्यांचा लबाडीचा उद्येश असल्याचे स्पष्ट दिसून येते. तसेच सदरची रक्कम वळती केल्याबाबत फिर्यादी यांना सदर कालावधीत कमलेश तातावत यांच्याकडूनही कोणतीही पुर्वकल्पना प्राप्त झालेली नव्हती. त्यावरून विमल अग्रवाल आणि इतर लाभार्थी तसेच कमलेश तातावत यांच्यात आपसात संगणमत असल्याचेही स्पष्ट झाले आहे.

फिर्यादी यांनी आरोपीशी संपर्क साधण्याचा वारंवार प्रयत्न केला परंतु त्यांनी कोणताही प्रतिसाद दिलेला नाही. उलटपक्षी दिनांक ११/११/२०२२ रोजी विमल अग्रवाल व गिरीष अग्रवाल यांनी एन.सी.एल.टी (नॅशनल कंपनी लॉ ट्रिब्युनल), मुंबई यांच्याकडे खटला दाखल करून सदर खटल्यामध्ये दिनांक ०१/०४/२०१९ पासून सुप्रिम ट्रान्सपोर्ट कंपनीने त्यांना कोणत्याही प्रकारचे मानधन दिले नाही असा दावा केला आहे.

आरोपींनी आणखीन काही रकमेचा अपहार केला असण्याची शक्यता असून त्या अनुषंगाने कंपनीतील आर्थिक व्यवहाराची बारकाईने छाननी/पडताळणी करण्यात येत आहे. पडताळणी दरम्यान नमुद व्यक्तींनी आणखीन काही रकमेचा अपहार केल्याचे निदर्शनास येताच तात्काळ सहार पोलीस ठाणेस कळविण्यात येईल असे फिर्यादी यांनी सांगितले आहे.

अशा प्रकारे सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीचे संचालक (१) विमल अग्रवाल व (२) गिरीष अग्रवाल आणि सी.एफ.ओ (३) कमलेश भैरव तातावत यांनी एप्रिल-२०१८ ते जुलै-२०२२ या कालावधीत आपसात संगणमत करून त्यांच्या वैयक्तीक आर्थिक फायद्या करीता भाडे आणि वेतनाच्या नावाखाली सुप्रिम ट्रान्सपोर्ट, संगीता एव्हीएशन या दोन कंपन्यांचे बँक खात्यातून तसेच फिर्यादी यांच्या वैयक्तीक बँक खात्यातून एकुण रुपये ६,२७,३६,१८०/- एवढी रक्कम (१) विमल अग्रवाल (२) नुपर अग्रवाल (३) गिरीष अग्रवाल (४) समीक्षा अग्रवाल (५) पिंकी अग्रवाल (६) स्वप्नील चव्हाण (७) स्नेहा चव्हाण (८) अतुल पांडे (९) रजनी पांडे, (१०) राजेश भगवानदास अग्रवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करून एकुण ६,२७,३६,१८०/- एवढ्या रकमेचा अपहार करून फिर्यादी यांची फसवणुक केली असल्याचे स्पष्ट झाल्यानंतर फिर्यादी यांनी दिलेल्या तक्रारीवरून सदरचा गुन्हा नोंद करण्यात आला आहे.

**तपास :-**

१) गुन्हा नोंद केल्यानंतर फौ.दं.प्र.सं. कलम ९१ अन्वये खालील बँक खात्यांचे स्टेटमेंट मागविण्यात आले.

फिर्यादी यांच्या कंपनीच्या बँक खात्याची माहिती.

Sr. No	Bank Name	Account Number	Account Name
01	HDFC	10452840000014	M/s Supreme Transport Origination Pvt. Limited
02	HDFC	03302840000157	As above
03	HDFC	01662840000470	As above
04	HDFC	03302840000140	As above
05	HDFC	04072840000053	As above
06	HDFC	00602340000085	As above
07	BOI	843720110000498	As above
08	BOI	004420110000823	As above
09	PNB	10451131002901	As above
10	DCB	00421300002745	M/s Sangeeta Aviation Services Pvt. Ltd
11	HDFC	50200008133578	As above
12	Citi Bank	0060246114	As above
13	PNB	10454015001858	As above
14	DCB	00410200001403	Mr. Ammeet K. Agarwal
15	PNB	10452191004874	Mr. Ammeet K. Agarwal

तसेच गुन्ह्यातील आरोपींच्या खालील नमुद बँक खात्याचे बँक स्टेटमेंट प्राप्त करण्यात आलेले आहे. आरोपींच्या बँक खात्याचा तपशील खालील प्रमाणे आहे.

Sr. No	Bank Name	A/C No.	A/C Name
01	HDFC	02721000019875	Vimal Agarwal
02	HDFC	02721000018984	Nupur Agarwal
03	HDFC	02721000019892	Girish Agarwal
04	HDFC	02721000070214	Samixa Agarwal
05	HDFC	02721000055437	Pinky Agarwal
06	HDFC	12111140000459	Atul Pandey
07	ICICI	104401531869	Swapnil Chavan
08	Saraswat	013200128873557	Sneha Chavan
09	PNB	1565000100131966,	Rajni Pandey
10	Axis	921010008877100	Swapnil Chavan

२) फिर्यादीने त्यांच्या जबाबात सांगितल्याप्रमाणे सदर गुन्ह्यातील अपहाराची एकुण रक्कम रुपये 06,27,36,180/- एवढी आहे. फिर्यादी व आरोपींच्या बँक खात्यांच्या स्टेटमेंटचे अवलोकन केले असता एकुण 05,95,65,283/- एवढी रक्कम फिर्यादी व त्यांच्या कंपनीच्या बँक खात्यातून आरोपींच्या बँक खात्यामध्ये ट्रान्सफर झाल्याच्या नोंदी तपासात निष्पन्न झाल्या आहेत.

३) आरोपी श्रीमती नुपुर विमल अगरवाल हिचे HDFC Bank A/c No 02721000018984 या खात्यामध्ये दिनांक २२/०६/२०१८ ते दिनांक ३१/०३/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातुन एकुण रक्कम रुपये 18,91,456/-, संगीता एव्हीएशन कंपनीच्या खात्यातुन एकुण रक्कम रुपये 8,17,600/- आणि अमित अगरवाल यांच्या खात्यातुन रुपये 8,00,000/- अशी एकुण 35,09,056/- एवढी रक्कम ट्रान्सफर करण्यात आली असल्याच्या प्रत्यक्ष नोंदी कंपनी व फिर्यादी यांच्या बँक खात्यांच्या स्टेटमेंटची तसेच आरोपी नुपुर अगरवाल हिच्या बँक खात्याच्या स्टेटमेंटची पडताळणी केली असता तपासात निषन्न झाले आहे.

४) आरोपी नुपुर अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आलेल्या रकमेचा तपशील खालीलप्रमाणे :

A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातुन आरोपीं नुपुर अगरवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From HDFC Bank A/c No10452840000014 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	22/06/2018	Three months rent	45,000
02	22/06/2018	Two months' Salary	78,456
Total			1,23,456/-

From HDFC Bank A/c No 01662840000470 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	04/08/2018	Two Months Rent	30,000
02	14/08/2018	Salary	39,228
03	29/09/2018	Rent	15,000
Total			81,228/-

From HDFC Bank A/c No 04072840000053 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	15/12/2018	Two Month Rent	30,000
02	30/01/2019	Rent	15,000
03	28/02/2019	Rent	15,000
04	23/03/2019	Rent	15,000
05	27/03/2019	Rent	15,000
06	28/03/2019	Rent	15,000
07	09/05/2019	Rent	20,000
08	29/06/2019	Rent	20,000
09	31/07/2019	Rent	20,000
10	28/08/2019	Rent	20,000

11	26/09/2019	Rent	20,000
12	30/10/2019	Rent	20,000
13	21/11/2019	Rent	20,000
14	20/12/2019	Rent	20,000
15	16/01/2020	Salary	39,228
16	20/01/2020	Salary	39,228
17	28/01/2020	Rent	20,000
18	28/01/2020	Salary	39,228
19	31/01/2020	Salary	39,228
20	07/02/2020	Rent	20,000
21	08/02/2020	Salary	39,228
22	18/02/2020	Salary	39,228
23	29/02/2020	Different of Salary for Six Months	4632
24	02/03/2020	Rent	20,000
25	06/03/2020	Salary	40,000
26	11/03/2020	Salary	40,000
27	15/03/2020	Salary	40,000
28	17/03/2020	Salary	40,000
29	21/03/2020	Salary	40,000
30	24/03/2020	Rent	20,000
31	24/03/2020	Salary	40,000
32	06/05/2020	Rent	20,000
33	02/06/2020	Rent	20,000
34	06/07/2020	Rent	20,000
35	13/08/2020	Rent	20,000
36	24/09/2020	Rent	20,000
37	07/10/2020	Rent	20,000
38	11/11/2020	Rent	20,000
39	31/12/2020	Rent	20,000
40	06/01/2021	Rent	20,000
41	15/03/2021	Rent	20,000
42	23/03/2021	Rent	20,000
43	26/03/2021	Rent	20,000
44	26/03/2021	From STOPL	40,000
		Total	10,70,772/-

From BOI A/c No 843720110000498 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	24/06/2020	NEFT	40,000
02	30/06/2020	NEFT	40,000
03	01/07/2020	NEFT	40,000

04	14/08/2020	NEFT	40,000
05	09/12/2020	NEFT	40,000
06	16/12/2020	NEFT	40,000
07	07/01/2021	NEFT	40,000
08	12/01/2021	NEFT	40,000
Total			3,20,000/-

From PNB A/c No 10451131002901 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/05/2022	NEFT	98,000
02	01/06/2022	NEFT	99,000
03	06/07/2022	NEFT	99,000
Total			2,96,000/-

B) संगीता एव्हीएशन कंपनीच्या बँक खात्यातुन आरोपीं नुपुर अग्रवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From PNB (Sangeeta) A/c No 10454015001858 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	31/03/2021	RTGS	3,17,600
02	02/04/2021	NEFT	1,00,000
03	01/05/2021	NEFT	1,00,000
Total			5,17,600-

From DCB A/c No 00421300002745 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/06/2021	NEFT	1,00,000
02	01/07/2021	NEFT	1,00,000
03	02/08/2021	NEFT	1,00,000
Total			3,00,000/-

C) अमीत अग्रवाल यांच्या बँक खात्यातुन आरोपीं नुपुर अग्रवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From DCB A/c No 00410200001403 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/09/2021	NEFT	1,00,000
02	01/01/2022	NEFT	1,00,000
03	01/02/2022	NEFT	1,00,000
04	02/03/2022	NEFT	1,00,000
Total			4,00,000/-

From PNB A/c No 10452191004874 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/10/2021	NEFT	1,00,000
02	01/11/2021	NEFT	1,00,000
03	01/12/2021	NEFT	1,00,000
04	31/03/2022	NEFT	1,00,000
			4,00,000/-

**Total (A+B+C) = 35,09,056/-**

५) आरोपी नुपुर अग्रवाल हिच्या खात्यात ट्रान्सफर झालेल्या रकमेच्या नोंदी वरील प्रमाणे तक्त्याच्या स्वरूपात मा. न्यायालयाच्या अवलोकनाकरीता सादर करण्यात आल्या असून त्यामध्ये असे निदर्शनास येत आहे की, आरोपी नुपुर अग्रवाल हिंस सुप्रिम ट्रान्सपोर्ट कंपनीतुन एका महीन्यात ३ ते ४ वेळा भाडे आणि वेतन स्वरूपात रक्कम प्राप्त होत होती. तसेच कित्येक ट्रान्झॅक्शन मधील रक्कम ही तिच्या खात्यामध्ये कशाकरीता ट्रान्सफर करण्यात आली आहे याबाबत बँक स्टेटमेंट मध्ये तसेच कंपनीच्या अकाऊंट्स मध्ये देखील कोणत्याही नोंदी नाहीत. हे प्रामुख्याने तपासात निदर्शनास आले आहे.

६) आरोपी नुपुर अग्रवाल ही चौकशीसाठी पोलीस ठाणेत आलेली नाही, तसेच तिने तपासाच्या अनुषंगाने कोणतीही समर्पक माहिती अथवा कागदपत्रे सादर केलेली नाहीत.

७) याउलट नमुद आरोपीच्या बँक खात्यावर ट्रान्सफर झालेल्या वरील रकमेच्या नोंदी कंपनीच्या अकाऊंट्स बुक मध्ये (कंपनीच्या हिशोबात) मिळून आलेल्या नाहीत याबाबत कंपनीचे सी.ए. श्री गिरीष मुंदडा यांनी अहवाल दिला आहे.

८) फिर्यादीची कंपनी सुप्रिम ट्रान्सपोर्ट व संगिता एन्व्हिशन यांच्या बँक खात्यांपैकी HDFC बँकेच्या खात्यांचा अॅक्सेस ( अॅथोराईज्ड सिग्नेटरी ) हा आरोपी विमल अग्रवाल यांचे सहकारी आरोपी गिरीष अग्रवाल यांच्याकडे होता तर उर्वरित बँक खात्यांचा अॅक्सेस ( अॅथोराईज्ड सिग्नेटरी ) हा कंपनीचे सी.एफ.ओ. कमलेश तातावत यांच्याकडे होता. यावरून आरोपी विमल अग्रवाल यांनी कंपनीचे सी.एफ.ओ. कमलेश तातावत व इतर सहकारी आरोपी यांच्यासह पुर्वनियोजित कट रचून वरीलप्रमाणे मोठ्या रकमेचा अपहार केला असल्याचे तपासात निष्पन्न झाले आहे.

९) गुन्ह्यातील आरोपींनी फिर्यादीची फसवणुक करून त्यांच्या कंपनीतुन तसेच फिर्यादीच्या वैयक्तिक बँक खात्यातुन मोठ्या रकमेचा अपहार केल्याची पडताळणी झाल्यानंतर खालील नमुद आरोपींची बँक खाती ही गोठविण्यात आली असून फो.दं. प्र.सं. कलम १०२ अन्वये याबाबतची माहिती मा. महानगर दंडाधिकारी, ६३ वे न्यायालय, अंधेरी पुर्व, मुंबई यांना देखील सदरची माहिती पत्राद्वारे कळविण्यात आली आहे.

गोठविण्यात आलेल्या आरोपींच्या बँक खात्याचा तपशील खालील प्रमाणे आहे.

Sr. No	Bank Name	Account Numbers	Account holder Names
01	HDFC	02721000019875	Vimal Agarwal
02	HDFC	02721000018984	Nupur Agarwal
03	HDFC	02721000019892	Girish Agarwal
04	HDFC	02721000070214	Samixa Agarwal
05	HDFC	02721000055437	Pinky Agarwal
06	ICICI	104401531869	Swapnil Chavan
07	Axis	921010008877100	Swapnil Baban Chavan
08	Saraswat	013200128873557	Sneha Baban Chavan
09	HDFC	12111140000459	Atul Pandey
10	PNB	1565000100131966,	Rajni Surendra Pandey
11	ICICI	623501540474	Rajesh Agarwal

१२) यातील अर्जदार आरोपी व पाहीजे आरोपी हे एकमेकांचे नातेवाईक असून त्यांचे फिर्यादीशी नाते खालीलप्रमाणे आहे.

- पाहीजे आरोपी विमल अग्रवाल व गिरीष अग्रवाल हे फिर्यादीचे चुलत भाउ आहेत.
- पाहीजे आरोपी नुपूर अग्रवाल ही आरोपी विमल अग्रवाल यांची पत्नी आहे.
- पाहीजे आरोपी समिक्षा अग्रवाल ही गिरीष अग्रवाल यांची पत्नी आहे.
- पाहीजे आरोपी पिंकी अग्रवाल ही फिर्यादी यांची चुलत बहीण असून विमल व गिरीष अग्रवाल यांची सख्खी बहीण आहे.
- पाहीजे आरोपी कमलेश भैरव तातावत हा फिर्यादीच्या कंपनीतील कर्मचारी आहे.
- पाहीजे आरोपी अतुल पांडे व स्वप्नील चव्हाण हे फिर्यादीचे मित्र आहेत.
- पाहीजे आरोपी रजनी पांडे ही अतुल पांडे यांची आई तर पाहीजे आरोपी स्नेहा चव्हाण ही स्वप्नील चव्हाण यांची आई आहे.
- अर्जदार आरोपी हा आरोपी विमल व गिरीष अग्रवाल यांचा मेळुणा आहे.

१३) फिर्यादीची कंपनी सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा लि व संगीता एव्हीएशन सर्वीसेस प्रा लि. या दोन्ही कंपनीमध्ये पाहीजे आरोपी श्रीमती नुपूर अग्रवाल, समीक्षा अग्रवाल, पिंकी अग्रवाल, या कोणतेही पद भुषवीत नसतानाही त्यांनी कंपनीच्या विविध खात्यातून प्रती महीना (प्रत्येक महीन्याला) ४ ते ५ वेळा वेतन आणि भाड्याच्या नावाखाली पैसे ट्रान्सफर केले असल्याचे निष्पन्न झालेले आहे.

१४) यातील पाहीजे आरोपी नुपूर विमलकुमार अग्रवाल ही नमुद गुन्ह्यातील पाहीजे आरोपी विमल अग्रवाल याची पत्नी आहे. तसेच ती फिर्यादीच्या दोन्ही कंपनीमध्ये कोणत्याही पदावर नाही. तरीही तिच्या बँक खात्यामध्ये प्रती महीना ४ ते ५ वेळा वेतन आणि भाडे स्वरूपात रक्कम जमा होते ही बाब संशयास्पद असून यामध्ये अर्जदार आरोपीचा कट निष्पन्न होत आहे.

१५) त्याचप्रमाणे उर्वरीत पाहीजे आरोपी स्नेहा चव्हाण, रजनी पांडे, स्वप्नील चव्हाण, व अतुल पांडे यांना देखील ते कंपनीमध्ये कोणतेही पद भुषवीत नसतानाही, किंवा त्यांनी कंपनीला कोणत्याही प्रकारची सेवा दिलेली नसतानाही त्यांच्या बँक खात्यामध्ये कंपनीचे पैसे ट्रान्सफर केले असल्याचे निष्पन्न झालेले आहे.

अर्जदार आरोपीचा अटकपूर्व जामिन अर्ज नामंजूर होण्याची कारणे खालीलप्रमाणे —

- १) अर्जदार आरोपीने फिर्यादीच्या कंपनीच्या बँक खात्यातून एकूण रूपाये 35,09,056/- एवढी रक्कम तिच्या बँक खात्यामध्ये ट्रान्सफर करून अपहार केला असल्याचे अर्जदार आरोपीच्या बँक खात्याच्या पडताळणीत निष्पन्न झाले आहे. सदरची रक्कम आरोपीकडून हस्तगत करणे आहे.
- २) परंतु सदर रक्कम अर्जदार आरोपीने कोणत्या कारणासाठी वापरली याबाबत कोणतीही समर्पक माहिती आरोपीने त्याच्या अटकपूर्व जामिन अर्जामध्ये दिलेली नाही.
- ३) अर्जदार आरोपीने अपहार केलेल्या रकमेची तिने कोठे विल्हेवाट लावली याबाबतचे सत्य अर्जदार आरोपी लपवीत असून त्यामुळे तपासात अडथळा निर्माण करणे हा त्याचा उद्देश असल्याचे दिसून येत आहे.
- ४) नमुद आरोपी ही सदर गुन्ह्यातील मुख्य आरोपी विमल अगरवाल याची पत्नी असून तिला अटकपूर्व जामिन मंजूर झाल्यास त्याचा वापर गुन्ह्यातील उर्वरित पाहीजे आरोपींना देखील अटकपूर्व जामिन मंजूर करण्याकरीता केला जावु शकतो (law of parity).
- ५) जर अर्जदार आरोपीस अटकपूर्व जामिन मंजूर झाला तर ती व तिचे सहकारी पाहीजे आरोपी हे गुन्ह्यातील पुरावे नष्ट करण्याची दाट शक्यता आहे. तसेच नमुद आरोपी हे फरार होवुन तपासात अडथळा निर्माण होवु शकतो.
- ६) नमुद गुन्ह्याचा तपासा हा प्राथमिक स्वरूपात असुन तपासाच्या प्रगतीकरीता अर्जदार आरोपीचे **custodial interrogation** ची आवश्यकता आहे. त्यामुळे अर्जदार आरोपी व इतर आरोपी यांचा फसवणुक व अपहार करण्यापलीकडील कट उघडकीस आणण्यास मदत होईल.
- ७) अर्जदार आरोपी नुपुर अगरवाल व इतर पाहीजे आरोपी यांनी पुर्व नियोजित कट रचुन सन-२०१८ ते सन-२०२२ या कालावधीत फिर्यादी व त्यांच्या दोन्ही कंपनीचा पैसा स्वतःच्या बँक खात्यामध्ये वळता करुन जवळपास ६ कोटी पेक्षाही जास्त रकमेचा अपहार केलेला आहे.
- ८) अर्जदार आरोपीच्या बँक खात्याच्या पडताळणीवरून तिने अपहार केलेली सर्व रक्कम तात्काळ काढुन घेवुन इतर ठिकाणी, शेअर्समध्ये, फिक्स डिपॉझिट वा अन्यत्र ठिकाणी गुंतवली असुन याबाबत आरोपीकडुन माहिती प्राप्त करुन सदर रक्कम हस्तगत करणेकरीता आरोपीच्या पोलीस कोठडीची आवश्यकता आहे.
- ९) आरोपी नुपुर अगरवाल हिने अपहार केलेल्या रकमेची विल्हेवाट लावण्यासाठी तिच्या कुटुंबातील सदस्याचा देखील सहभाग असल्याचे तपासात निष्पन्न झाले असुन त्या अनुषंगाने तिच्याकडे तपास करणे आहे.

१०) अर्जदार आरोपी नुपुर अग्रवाल हिला अटक पुर्व जामीन मंजुर झाल्यास सदर गुन्ह्यातील अपहाराची मालमत्ता हस्तगत करणे शक्य होणार नाही.

११) अर्जदार आरोपी नुपुर अग्रवाल हिच्याकडे गुन्ह्यातील इतर आरोपी बाबत तपास करून तिच्या मदतीने इतर पाहीजे आरोपींना अटक करणे आहे.

१२) सदर गुन्ह्यामध्ये आरोपी गिरीष अग्रवाल व स्वप्नील बबन चव्हाण यांना दिनांक १५/०६/२०२३ रोजी अटक करण्यात आलेले असून ते सध्या न्यायालयीन कोठडीत आहेत.

१३) पाहीजे आरोपी राजेश अग्रवाल याने अटक पुर्व जामीनासाठी मा. सत्र न्यायालय, दिंडोशी, मुंबई यांचे न्यायालयात अर्ज केला होता. मा. सत्र न्यायालयाने त्याचा अटक पुर्व जामीन अर्ज नामंजुर केला असून त्याची प्रत सोबत जोडली आहे.

उपरोक्त मुद्या प्रमाणे पाहीजे आरोपी नुपुर अग्रवाल हिच्याकडे तपास करणे आवश्यक असून त्या करीता तिच्या पोलीस कोठडीची आवश्यकता आहे.

तरी पाहीजे आरोपी नुपुर विमल अग्रवाल हिला अटक पुर्व जामीन मंजुर होण्यास पोलीसांची सक्त हरकत आहे.

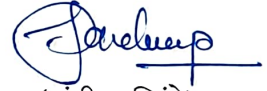
सोबत — १) C.A. श्री गिरीष मुंदडा यांच्या अहवालाची प्रत.

२) आरोपी राजेश अग्रवाल याचा अटक पुर्व जामीन अर्ज नामंजुर केलेल्या आदेशाची प्रत

३) सर्व आरोपींच्या अपहारीत रकमेचा तक्ता.



आपला विश्वासु



(संदीप शिंदे)

सहाय्यक पो. निरीक्षक  
सहाय्यक पोलीस ठाणे, मुंबई



जावक क्रमांक ३६९९ / २०२३  
वरिष्ठ पोलीस निरीक्षक  
सहार पोलीस ठाणे, मुंबई  
दिनांक :- २८/०६/२०२३

मा. सत्र न्यायाधिश,  
सत्र न्यायालय, कोर्ट रुम क्र ०४  
दिंडोशी, मुंबई

विषय :- सहार पोलीस ठाणे, गु.र.क्र १५५/२०२३ मधील पाहीजे  
आरोपी क्र. (०५) पिकी जगदीशप्रसाद अगरवाल हिने  
अटक पुर्व जामीनासाठी केलेला अर्ज.

संदर्भ :- अटक पुर्व जामीन अर्ज क्रमांक १०३८/२०२३

महोदय,

सहार पोलीस ठाणे, मुंबई येथे दिनांक २५/०४/२०२३ रोजी गु.र.क्र  
१५५/२०२३ कलम १२०(ब), ४०८, ४०९, ४७७(अ), ४२०, ३४ भादवि अन्वये  
खालील नमुद आरोपींविरुद्ध गुन्हा नोंद करण्यात आला आहे.

### आरोपींची नावे

- १) विमलकुमार जगदीशप्रसाद अगरवाल
- २) नुपर विमलकुमार अगरवाल
- ३) गिरीष जगदीशप्रसाद अगरवाल
- ४) समीक्षा गिरीष अगरवाल
- ५) पिकी जगदीशप्रसाद अगरवाल
- ६) स्वप्नील बबन चव्हाण
- ७) स्नेहा बबन चव्हाण
- ८) अतुल सुरेद्र पांडे
- ९) रजनी सुरेद्र पांडे,
- १०) राजेश भगवानदास अगरवाल
- ११) कमलेश भैरव तातावत

उपरोक्त आरोपीपैकी आरोपी क्र (०५) पिकी जगदीशप्रसाद अगरवाल  
हिने अटक पुर्व जामीनासाठी वरील संदर्भान्वये अर्ज केला आहे. आरोपी श्रीमती नुपर  
विमलकुमार अगरवाल हिच्या अटक पुर्व जामीन अर्जास अनुसरून सहार पोलीस  
ठाणेकडून खालील प्रमाणे अहवाल सादर करण्यात येत आहे.

**थोडक्यात हकीगत:-** फिर्यादी श्री. अमीत कमल अगरवाल, वय ३४ वर्षे याचे  
वडील श्री. कमल अगरवाल यांनी सन-२००८ मध्ये सुप्रिम ट्रान्सपोर्ट प्रा लि नावाची  
कंपनी सुरु केलेली आहे. तर फिर्यादी यांनी संगीता एव्हीएशन सर्विस प्रा लि कंपनीची  
स्थापना सन-२०१२ मध्ये केलेली आहे. या दोन्ही कंपन्यामध्ये फिर्यादी हे अध्यक्ष  
आणि कार्यकारी संचालक म्हणून सध्या कार्यरत आहेत. दोन्ही कंपनीचे ऑफिस  
पत्ता - ५/बी-३४, ५/बी-३२ अक्षय मित्तल इंडस्ट्रीयल इस्टेट, अंधेरी कुर्ला  
रोड, अंधेरी (पुर्व), मुंबई या ठिकाणी आहे.

सुप्रिम ट्रान्सपोर्ट प्रा. लि या कंपनीमध्ये फिर्यादी हे स्वतः, तसेच त्यांचे वडील श्री. कमल अगरवाल, सख्खा भाकटा भाऊ आकाश अगरवाल आणि आरोपी विमल अगरवाल व गिरीष अगरवाल असे एकुण ०५ संचालक आहेत. सदर कंपनीचा मुख्य व्यवसाय मालाची रस्ते वाहतुक आणि हवाई वाहतुक करण्याचा आहे. कंपनीच्या मालकीची काही वाहने व विमान आहेत. या व्यतीरीक्त कंपनीच्या व्यवसायाकरीता आवश्यकते नुसार भाडे तत्वावर वाहने घेतली जातात. सदर कंपनीचे मुख्य कार्यालय मुंबईमध्ये असून पनवेल, कळंबोली, राजस्थान, गुजरात, दिल्ली आणि बेंगलोर या ठिकाणी शाखा व विभागीय कार्यालये आहेत.

संचालकांपैकी आरोपी विमल अगरवाल हे बेंगलोर येथे रहावयास आहेत तर संचालक गिरीष अगरवाल हे दिल्ली येथे रहावयास आहेत. ते दोघेही नात्याने फिर्यादी यांचे चुलतभाऊ आहेत. त्यांचे दिवंगत वडील कै. जगदीशप्रसाद अगरवाल हे फिर्यादी यांच्या वडीलांचे सख्खे मोठे भाऊ होते. कै. जगदीशप्रसाद अगरवाल यांच्या मृत्यु नंतर विमल अगरवाल आणि गिरीष अगरवाल यांची परस्परातील सहमती नुसार सुप्रिम ट्रान्सपोर्ट कंपनीमध्ये संचालक म्हणून नियुक्ती करण्यात आली आहे. ते दोघेही प्रत्येक महीन्यातील काही दिवस मुंबईमध्ये राहून कंपनीच्या दैनंदिन कामकाजात सहभागी होत असत.

सुप्रिम ट्रान्सपोर्ट प्रा लि. ही कंपनी तोट्यात व्यवसाय करीत असल्यामुळे सन-२०१२ साली अगरवाल कुटुंबातील समझौत्या नुसार फिर्यादी यांची सदर कंपनीमध्ये कार्यकारी संचालक आणि अध्यक्ष म्हणून नेमणुक करण्यात आली आहे. तेव्हापासून दोन्ही कंपनीचा व्यवसाय एकत्रीतरित्या वर नमुद पत्त्यावरील कंपनीच्या कार्यालयातून फिर्यादी यांच्या देखरेखीखाली करण्यात येत आहे. संगीता एव्हिएशन या कंपनीच्या विरूध्द थकबाकी देय असल्याकारणाने एका कंपनीने एन.सी.एल.टी. येथे इन्सॉल्व्हन्सी पीटीशन दाखल केले होते. त्यानुसार मा. एन.सी.एल.टी. प्राधिकरणाने संगीता एव्हिएशन या कंपनीस दिनांक १०/०८/२०२१ रोजी दिवाळखोर म्हणून घोषित केले आहे. त्याविरूध्द कंपनीच्या वतीने अपीलिय प्राधिकरणाकडे दाद मागण्यात आली असून त्याची सुनावणी चालू आहे. त्यामुळे संगीता एव्हिएशन या कंपनीच्या सर्व आर्थिक व्यवहारांवर मा. एन.सी.एल.टी. प्राधिकरणाने नेमलेले आय. आर. पी. श्री बिजेंद्र झा यांची देखरेख आहे.

सन-२०१४ मध्ये फिर्यादी यांच्या कंपनीमध्ये आरोपी वरुण रमेश काकरीया, रा.टी. बि विंग, शरयु बिल्डींग, सुचीधाम, फिल्म सिटी रोड, मालाड (पुर्व), मुंबई याची नेमणुक सदर कंपनीमध्ये सहाय्यक म्हणून करण्यात आली होती.

सन-२०१६ साली फिर्यादी यांच्या कंपनीमध्ये आरोपी कमलेश भैरव-तातावत, रा.टी. ८९/डी, नारायन विहार-१, जगन्नाथपुर, संगानेर, जयपुर, राजस्थान याची चिफ फायनान्स ऑफिसर (सी.एफ.ओ.) म्हणून नियुक्ती केली होती. तसेच त्याचा चुलतभाऊ मुकेश भैरव तातावत याची नियुक्ती चिफ ऑपरेशन ऑफिसर म्हणून केली होती.

दोन्ही कंपन्या वेळोवेळी सरकारच्या विविध खात्यातर्फे जाहीर करण्यात आलेल्या प्रकल्पात ठेकदार म्हणून सहभागी होत असतात. सदर कंत्राट मिळविण्या करीता करावयाची संपुर्ण प्रक्रीया, त्या करीता आवश्यक असलेले सर्व कागदोपत्री व्यवहार, वेळोवेळी संबधीत सरकारी अधिकाऱ्यांसमवेत संपर्क ठेवणे, कंत्राट पुर्ण करण्याकरीता विविध व्यवसायीकांची मदत घेणे, कंत्राटाप्रमाणे नेमुन दिलेले काम पुर्ण

करणे, सरकारी कार्यालयातुन येणे असलेल्या रकमेचा पाठपुरावा करणे, कंपनी तर्फे विविध व्यवसायीकांना देय असलेली रक्कम अदा करणे इत्यादी अनेक कार्य व्यवसायानिमित्त करावी लागतात. या सर्व कामाची जबाबदारी कमलेश तातावत आणि वरुण काकरीया यांच्यावर सोपविण्यात आली होती, त्या प्रमाणे ते दोघेजण कंपनीतील कामकाज करीत होते.

फिर्यादीचे पुर्वीचे मित्र स्वप्नील चव्हाण आणि अतुल पांडे हे सुध्दा वर नमुद पत्त्यावरील कंपनीच्या कार्यालयात नेहमी येत-जात होते. दोन्ही कंपनीचे एच. डी.एफ.सी बँक, बँक ऑफ इंडिया, पंजाब नॅशनल बँक, सिटी बँक, डी.सी.बी बँक इत्यादी बँकेमध्ये खाते आहेत. सदर बँक खात्याचा तपशील खालील प्रमाणे आहे.

	Bank Name	Account Number
M/s Supreme Transport Origination Pvt. Limited	HDFC	10452840000014
	HDFC	03302840000157
	HDFC	01662840000470
	HDFC	03302840000140
	HDFC	04072840000053
	HDFC	00602340000085
	PNB	10451131002901
	BOI	843720110000498
	BOI	004420110000823

	Bank Name	Account Number
M/s Sangeeta Aviation Services Pvt. Ltd	Development Credit Bank (Customer ID 102173678)	00421300002745
	HDFC	50200008133578
	Citi Bank	0060246114
	Punjab National Bank	10454015001858

तसेच कंपनीच्या व्यवहारातील सुलभते करीता फिर्यादी यांचे व्यक्तीगत बँक खाती देखील कंपनीच्या कार्यालयातुन वेळोवेळी वापरण्यात येत असतात. फिर्यादी यांच्या वैयक्तीक बँक खात्याचा तपशील खालील प्रमाणे

	Bank Name	Account Number
Mr. Ammeet K. Agarwal	Development Credit Bank	00410200001403
	PNB	10452191004874

वर नमुद केलेली सर्व बँक खाती व्यवहारीक सुलभते करीता नेट बँकींगच्या माध्यमातुन वापरली जातात. उपरोक्त बँक खात्यापैकी सुप्रिम ट्रान्सपोर्ट प्रा लि कंपनीच्या HDFC बँकेतील सर्व खात्यांचा रजिस्टर्ड ईमेल आयडी girish@stopl.in आणि रजिस्टर्ड मोबाईल क्रमांक 9311701121 असा असुन सदरचा ईमेल आय डी

आणि मोबाईल नंबर श्री. गिरीष अग्रवाल यांच्या व्यक्तिगत वापरात आहे. तसेच इतर सर्व बँक खात्याचा रजिस्टर्ड ईमेल आय.डी. kamlesh@supremeavaiaation.com आणि रजिस्टर्ड मोबाईल नंबर 8078655144 असा असुन तो कमलेश तातावत यांच्या व्यक्तिगत वापरात आहे. फिर्यादी यांना कंपनीच्या कामाराठी सतत पदेशात तसेच भारतातील विविध भागात जावे लागते, त्यामुळे फिर्यादीस कंपनीच्या दैनदिन आर्थीक व्यवहाराचे कामकाज पाहणे शक्य नसल्यामुळे त्यांनी दोन्ही कंपनीच्या सर्व आर्थीक व्यवहाराची तसेच फिर्यादी यांच्या वैयक्तीक बँक खात्यातील ऑनलाईन/ऑफलाईन व्यवहाराची संपुर्ण जबाबदारी सी.एफ.ओ कमलेश तातावत याच्यावर सोपवली होती. तसेच कमलेश तातावत याला कंपनीच्या कामकाजा करीता एक स्वतंत्र लॅपटॉप आणि संगणक देण्यात आलेला होता.

फिर्यादी, जुलै-२०२२ मध्ये कंपनीच्या आर्थीक व्यवहाराचा आढावा घेत असताना त्यांना काही माहीती आवश्यक असल्याने त्यांनी कमलेश आणि वरुण यांना कंपनीला येणे असलेल्या रकमेचा तपशील मागीतला होता. त्यावेळी निष्पॉन लिमीटेड कंपनीकडुन काही रक्कम येणे बाकी असल्याचे समजले. त्यामुळे फिर्यादी यांनी स्वतः जुलै ते सप्टेंबर-२०२२ मध्ये निष्पॉन कंपनीच्या संबधीत अधिकाऱ्यांना अनेकवेळा ईमेल पाठवुन कंपनीची देय असलेली रक्कम लवकरात लवकर अदा करावी अशी विनंती केली होती. बऱ्याच प्रयत्नानंतर दिनांक २६/०८/२०२२ रोजी निष्पॉन लिमीटेड कंपनीच्या पदाधिकाऱ्यांनी फिर्यादी यांना ईमेल पाठवुन फिर्यादी यांच्या कंपनीला देय असलेली रक्कम कंपनीच्या BOI A/C No 843720110000498 मध्ये ट्रान्सफर केली असल्याचे कळविले होते.

फिर्यादी यांनी नमुद BOI बँक खात्याचे स्टेटमेंट प्राप्त करुन त्याचे अवलोकन केले असता दिनांक २६/०७/२०२२ रोजी निष्पान लिमीटेड कंपनीकडुन एकुण ०३,२२,६१६/- एवढी रक्कम प्राप्त झाली असल्याचे आढळुन आले. परंतु दिनांक २७/०७/२०२२ रोजी एकुण ०३,२३,२७८/- एवढी रक्कम कंपनीचे संचालक विमल अग्रवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आली असल्याचे आढळुन आले.

सदर वेळी फिर्यादी परदेशात असल्यामुळे त्यांनी सी.एफ.ओ. श्री. कमलेश तातावत यांच्याशी संपर्क साधुन त्यांच्याकडे विमल अग्रवाल यांना दिनांक २७/०७/२०२२ रोजी करण्यात आलेल्या पेमेंट बाबत विचारणा केली, परंतु त्याने कोणतीही समाधानकारक माहीती दिली नाही.

सबब फिर्यादी यांनी विलम अग्रवाल यांच्याशी संपर्क केला परंतु त्याने फिर्यादी यांना कोणतीही समाधान कारक माहीती दिली नाही. त्यांनतर कमलेश तातावत आणि वरुण काकरीया यांनी अचानक कंपनीच्या ऑफिसमध्ये येणे बंद केले.

विमल अग्रवाल व कमलेश तातावत यांच्या एकंदरीत वर्तणुकीवरुन त्यांनी कंपनीमध्ये काहीतरी आर्थीक गैरव्यवहार केला असावा अशी शंका आल्यामुळे फिर्यादी यांनी परदेशातुन भारतात आल्यांनतर कंपनीचे चार्टर्ड अकाऊंटंट श्री. गिरीष मुंदडा यांना दिनांक ०६/०९/२०२२ रोजी लेखी पत्र पाठवुन कंपनीच्या बँक खात्याची तसेच आर्थीक व्यवहाराची चौकशी/छानणी करुन त्याबाबतचा त्यांचा निष्कर्ष कळविण्याची विनंती केली होती. त्या प्रमाणे त्यांनी फिर्यादीच्या कंपनीच्या आर्थीक व्यवहाराची तपासणी करुन त्यांचा अहवाल दिनांक ०२/०३/२०२३ रोजी दिला आहे.

सुप्रीम ट्रान्सपोर्ट, संगीता एक्झीएशन आणि फिर्यादी यांच्या वैयक्तीक बँक खात्याची माहिती (उपरोक्त नमुद) व संबंधीत खात्याचे बँक स्टेटमेंट प्राप्त करून त्याचे अवलोकन केले असता भाडे आणि वेतनाच्या नावाखाली सुप्रिम ट्रान्सपोर्ट कंपनी व संगीता एक्झीएशन या कंपन्यांच्या बँक खात्यातून आणि फिर्यादीच्या वैयक्तीक बँक खात्यातून खालील व्यक्तींच्या बँक खात्यांमध्ये एकुण ६,२७,३६,१८०/- एवढी रक्कम ट्रान्सफर झाली असल्याचे आढळून आले. सदर व्यक्तीची नावे व त्यांच्या बँक खात्याची माहिती खालील प्रमाणे आहे.

१) आरोपी विमल अगरवाल यांचे HDFC Bank A/c No 02721000019875 या खात्यामध्ये दिनांक ०३/०४/२०१८ ते दिनांक ०९/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. १,८६,२६,९०८ , संगीता एक्झीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. १३,९३,२५० आणि अमित अगरवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित ०२,०८,२०,१५८/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

२) श्रीमती नुपुर विमल अगरवाल यांचे HDFC Bank A/c No 02721000018984 या खात्यामध्ये दिनांक १६/०१/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. २२,१४,८२४ , संगीता एक्झीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. ८,१७,६०० आणि अमित अगरवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित ३८,३२,४२४/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

३) गिरीष जगदीशप्रसाद अगरवाल यांचे HDFC Bank A/c No 02721000019892 या खात्यामध्ये दिनांक २२/०६/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. ११,०५,०७२ , संगीता एक्झीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. १३,९३,२५० आणि अमित अगरवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित ३२,९८,३३२/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

४) श्रीमती समीक्षा गिरीष अगरवाल यांचे HDFC Bank A/c No 02721000070214 या खात्यामध्ये दिनांक २२/०६/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. ०८,७९,९७० , संगीता एक्झीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. १०,९५,५०० आणि अमित अगरवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित २७,७५,४७०/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

५) श्रीमती पिंकी जगदीशप्रसाद अगरवाल यांचे HDFC Bank A/c No 02721000055437 या खात्यामध्ये दिनांक ०४/०५/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. ११,९४,९७० , संगीता एक्झीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. ८,७७,१५० आणि अमित अगरवाल यांच्या खात्यातून रू. ७,८६,६११ अशी एकत्रित २८,५८,७००/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

६) अतुल सुरेद्र पांडे यांचे HDFC Bank A/c No 12111140000459 या खात्यामध्ये दिनांक ३१/०८/२०१९ ते दिनांक १५/१२/२०२१ या कालावधीत एकुण ३७,३४,०००/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

७) श्रीमती रजनी सुरेद्र पांडे यांचे PNB Bank A/c No 1565000100131966 या खात्यामध्ये दिनांक ०९/१०/२०२० ते दिनांक ०५/१२/२०२० या कालावधीत एकुण ११,००,०००/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर झाले आहेत.

८) स्वप्नील बबन चव्हाण यांचे ICICI Bank A/c No 104401531869 & Axis Bank A/c No 921010008877100 या खात्यामध्ये दिनांक १५/११/२०१९ ते दिनांक २७/१२/२०२१ या कालावधीत एकुण ४५,५२,४००/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

९) श्रीमती स्नेहा बबन चव्हाण यांचे Saraswat Bank A/c No 013200128873557 या खात्यामध्ये दिनांक ०४/०७/२०१९ ते दिनांक ०७/०९/२०२१ या कालावधीत एकुण ४७,५५,०००/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

१०) तसेच स्वप्नील चव्हाण याने दिनांक ०५/०३/२०१७ रोजी UAE देशात 'पोटोमॅक एव्हीएशन टेक्नॉलाजी' नावाची कंपनी स्थापन केली आहे. तसेच सदर कंपनीच्या 'नुर ट्रेड बँक, यु.ए.ई' येथे बँक खाते उघडले असून सदर बँक खात्याचा पत्ता मरोळ मरोशी रोड, अंधेरी (पुर्व), मुंबई येथील आहे. तसेच सुप्रीम एव्हीएशन कंपनीच्या बँक खात्यातुन पोटोमॅक कंपनीच्या बँक खात्यामध्ये खालील प्रमाणे रक्कम ट्रान्सफर केली आहे.

Sr. No	Transaction Date	Amount	Value in INR
01	19/04/2017	72,932.15 AED	16,04,500/-
02	19/04/2017	72,983.04 AED	16,05,000/-
		Total	32,09,500/-

११) राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्ये दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकुण ९०,८५,४३७/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

१२) राजेश भगवानदास अगरवाल यांच्या मालकीच्या बालाजी एंटरप्रायझेसच्या Bassein Catholic Co-Op Bank Ltd A/c No 012130300000051 या बँक खात्यामध्ये दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकुण २७,१४,७५९/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

वस्तुतः गेली अनेक वर्षे सुप्रिम ट्रान्सपोर्ट व संगीता एव्हीएशन या दोन्ही कंपन्या सातत्याने तोटयात चालविण्यात येत आहेत. त्यामुळे फिर्यादी यांनी सन २०१२ सालापासून ते आजपावेतो कंपनीच्या खात्यामधून कोणताही आर्थिक मोबदला घेतलेला नाही. तसेच फिर्यादीचे वडील श्री कमल अगरवाल, फिर्यादीचा सख्खा धाकटा भाउ आकाश अगरवाल यांनीही कोणताही आर्थिक मोबदला घेतलेला नाही. त्यामुळे वर नमुद केल्यानुसार आरोपी विमल अगरवाल आणि इतरांच्या खात्यामध्ये एवढी प्रचंड रक्कम सन २०१८ ते २०२२ या कालावधीत टप्प्या टप्प्याने वळती करण्यामागे त्यांचा लबाडीचा उद्देश असल्याचे स्पष्ट दिसून येते. तसेच सदरची रक्कम वळती केल्याबाबत फिर्यादी यांना सदर कालावधीत कमलेश तातावत यांच्याकडूनही कोणतीही पुर्वकल्पना प्राप्त झालेली नव्हती. त्यावरून विमल अगरवाल आणि इतर लाभार्थी तसेच कमलेश तातावत यांच्यात आपसात संगणमत असल्याचेही स्पष्ट झाले आहे.

फिर्यादी यांनी आरोपीशी संपर्क साधण्याचा वारंवार प्रयत्न केला परंतु त्यांनी कोणताही प्रतिसाद दिलेला नाही. उलटपक्षी दिनांक ११/११/२०२२ रोजी विमल अगरवाल व गिरीष अगरवाल यांनी एन.सी.एल.टी (नॅशनल कंपनी लॉ ट्रिब्युनल), मुंबई यांच्याकडे खटला दाखल करून सदर खटल्यामध्ये दिनांक ०१/०४/२०१९ पासून सुप्रिम ट्रान्सपोर्ट कंपनीने त्यांना कोणत्याही प्रकारचे मानधन दिले नाही असा दावा केला आहे.

आरोपींनी आणखीन काही रकमेचा अपहार केला असण्याची शक्यता असून त्या अनुषंगाने कंपनीतील आर्थिक व्यवहाराची बारकाईने छाननी/पडताळणी करण्यात येत आहे. पडताळणी दरम्यान नमुद व्यक्तींनी आणखीन काही रकमेचा अपहार केल्याचे निदर्शनास येताच तात्काळ सहार पोलीस ठाणेस कळविण्यात येईल असे फिर्यादी यांनी सांगितले आहे.

अशा प्रकारे सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीचे संचालक (१) विमल अगरवाल व (२) गिरीष अगरवाल आणि सी.एफ.ओ (३) कमलेश भैरव तातावत यांनी एप्रिल-२०१८ ते जुलै-२०२२ या कालावधीत आपसात संगणमत करून त्यांच्या वैयक्तिक आर्थिक फायद्या करिता भाडे आणि वेतनाच्या नावाखाली सुप्रिम ट्रान्सपोर्ट, संगीता एव्हीएशन या दोन कंपन्यांचे बँक खात्यातून तसेच फिर्यादी यांच्या वैयक्तिक बँक खात्यातून एकुण रुपये ६,२७,३६,१८०/- एवढी रक्कम (१) विमल अगरवाल (२) नुपर अगरवाल (३) गिरीष अगरवाल (४) समीक्षा अगरवाल (५) पिंकी अगरवाल (६) स्वप्नील चव्हाण (७) स्नेहा चव्हाण (८) अतुल पांडे (९) रजनी पांडे, (१०) राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करून एकुण ६,२७,३६,१८०/- एवढ्या रकमेचा अपहार करून फिर्यादी यांची फसवणुक केली असल्याचे स्पष्ट झाल्यानंतर फिर्यादी यांनी दिलेल्या तक्रारीवरून सदरचा गुन्हा नोंद करण्यात आला आहे.

**तपास :-**

१) गुन्हा नोंद केल्यानंतर फौ.द.प्र.सं. कलम ९१ अन्वये खालील बँक खात्यांचे स्टेटमेंट मागविण्यात आले.

फिर्यादी यांच्या कंपनीच्या बँक खात्याची माहिती.

Sr. No	Bank Name	Account Number	Account Name
01	HDFC	10452840000014	M/s Supreme Transport Origination Pvt. Limited
02	HDFC	03302840000157	As above
03	HDFC	01662840000470	As above
04	HDFC	03302840000140	As above
05	HDFC	04072840000053	As above
06	HDFC	00602340000085	As above
07	BOI	843720110000498	As above
08	BOI	004420110000823	As above
09	PNB	10451131002901	As above
10	DCB	00421300002745	M/s Sangeeta Aviation Services Pvt. Ltd
11	HDFC	50200008133578	As above
12	Citi Bank	0060246114	As above
13	PNB	10454015001858	As above
14	DCB	00410200001403	Mr. Ammeet K. Agarwal
15	PNB	10452191004874	Mr. Ammeet K. Agarwal

तसेच गुन्ह्यातील आरोपींच्या खालील नमुद बँक खात्याचे बँक स्टेटमेंट प्राप्त करण्यात आलेले आहे. आरोपींच्या बँक खात्याचा तपशील खालील प्रमाणे आहे.

Sr. No	Bank Name	A/C No.	A/C Name
01	HDFC	02721000019875	Vimal Agarwal
02	HDFC	02721000018984	Nupur Agarwal
03	HDFC	02721000019892	Girish Agarwal
04	HDFC	02721000070214	Samixa Agarwal
05	HDFC	02721000055437	Pinky Agarwal
06	HDFC	12111140000459	Atul Pandey
07	ICICI	104401531869	Swapnil Chavan
08	Saraswat	013200128873557	Sneha Chavan
09	PNB	1565000100131966,	Rajni Pandey
10	Axis	921010008877100	Swapnil Chavan

२) फिर्यादीने त्यांच्या जबाबात सांगितल्याप्रमाणे सदर गुन्ह्यातील अपहाराची एकुण रक्कम रुपये 06,27,36,180/- एवढी आहे. फिर्यादी व आरोपींच्या बँक खात्यांच्या स्टेटमेंटचे अवलोकन केले असता एकुण 05,95,65,283/- एवढी रक्कम फिर्यादी व त्यांच्या कंपनीच्या बँक खात्यातून आरोपींच्या बँक खात्यामध्ये ट्रान्सफर झाल्याच्या नोंदी तपासात निष्पन्न झाल्या आहेत.

२) आरोपी  
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३) आरोपी श्रीमती पिकी जगदीशप्रसाद अगरवाल हिचे HDFC Bank A/c No 02721000018984 या खात्यामध्ये दिनांक १६/०१/२०२० ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रुपये 11,34,970/- संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रुपये 8,77,150/- आणि अमित अगरवाल यांच्या खात्यातून रुपये 7,86,611/- अशी एकुण 27,98,731/- एवढी रक्कम ट्रान्सफर करण्यात आली असल्याच्या प्रत्यक्ष नोंदी कंपनी व फिर्यादी यांच्या बँक खात्यांच्या स्टेटमेंटची तसेच आरोपी नुपुर अगरवाल हिच्या बँक खात्याच्या स्टेटमेंट यांची पडताळणी केली असता तपासात निषन्न झाले आहे.

४) आरोपी समीक्षा अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आलेल्या रकमेचा तपशील खालीलप्रमाणे :

A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातून आरोपी पिकी अगरवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From HDFC Bank A/c No 04072840000053 to Pinky Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	16/01/2020	Salary	43,970
02	20/01/2020	Salary	43,970
03	28/01/2020	Salary	43,970
04	31/01/2020	Salary	43,970
05	08/02/2020	Salary	43,970
06	18/02/2020	Salary	43,970
07	29/02/2020	Salary Different	6180
08	06/03/2020	Salary	45,000
09	11/03/2020	Salary	45,000
10	15/03/2020	Salary	45,000
11	17/03/2020	Salary	45,000
12	24/03/2020	Salary	45,000
13	26/03/2021		3,00,000
		Total	7,95,000/-

From PNB A/c No 10451131002901 to Pinky Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/05/2022	NEFT	98,000
02	01/06/2022	NEFT	99,000
03	06/07/2022	NEFT	99,000
		Total	2,96,000/-

From HDFC Bank A/c No 03302840000140 to Pinky Agarwal Account			
Sr.	Date	Transaction details (Narration)	Amount

No			
01	14/08/2018	Salary	43,970
		Total	43,970/-

B) संगीता एक्झीएशन कंपनीच्या बँक खात्यातून आरोपीं पिकी आग्रवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From PNB (Sangeeta) to Pinky Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	31/03/2021	RTGS	3,77,150
02	02/04/2021	NEFT	1,00,000
03	01/05/2021	NEFT	1,00,000
		Total	5,77,150/-

From DCB A/c No 00421300002745 to Pinky Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/06/2021	NEFT	1,00,000
02	01/07/2021	NEFT	1,00,000
03	02/08/2021	NEFT	1,00,000
		Total	3,00,000/-

C) अमीत आग्रवाल यांच्या बँक खात्यातून आरोपीं पिकी आग्रवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From DCB A/c No 00410200001403 to Pinky Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/01/2022	NEFT	1,00,000
02	01/02/2022	NEFT	1,00,000
03	01/09/2021	NEFT	1,00,000
04	02/03/2022	NEFT	1,00,000
		Total	4,00,000/-

From PNB A/c No 10452191004874 to Pinky Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/10/2021	NEFT	86,611
02	01/11/2021	NEFT	1,00,000
03	01/12/2021	NEFT	1,00,000
04	02/04/2022	NEFT	1,00,000
		Total	3,86,611/-

**Total (A+B+C) = 27,98,731/-**

५) आरोपी पिंकी अगरवाल हिच्या खात्यात ट्रान्सफर झालेल्या रकमेच्या नोंदी वरील प्रमाणे तक्त्याच्या स्वरूपात मा. न्यायालयाच्या अवलोकनाकरीता सादर करण्यात आल्या असून त्यामध्ये असे निदर्शनास येत आहे की, आरोपी नुपुर अगरवाल हिंस सुप्रिम ट्रान्सपोर्ट कंपनीतुन एका महीन्यात ३ ते ४ वेळा वेतन स्वरूपात रक्कम प्राप्त होत होती. तसेच कित्येक ट्रान्झॅक्शन मधील रक्कम ही तिच्या खात्यामध्ये कशाकरीता ट्रान्सफर करण्यात आली आहे याबाबत बँक स्टेटमेंट मध्ये तसेच कंपनीच्या अकाऊंट्स मध्ये देखील कोणत्याही नोंदी नाहीत. हे प्रामुख्याने तपासात निदर्शनास आले आहे.

६) आरोपी पिंकी अगरवाल ही चौकशीसाठी पोलीस ठाणेत आलेली नाही, तसेच तिने तपासाच्या अनुषंगाने कोणतीही समर्पक माहिती अथवा कागदपत्रे सादर केलेली नाहीत.

७) याउलट नमुद आरोपीच्या बँक खात्यावर ट्रान्सफर झालेल्या वरील रकमेच्या नोंदी कंपनीच्या अकाऊंट्स बुक मध्ये (कंपनीच्या हिशोबात) मिळुन आलेल्या नाहीत याबाबत कंपनीचे सी.ए. श्री गिरीष मुंदडा यांनी अहवाल दिला आहे.

८) फिर्यादीची कंपनी सुप्रिम ट्रान्सपोर्ट व संगिता एव्हिएशन यांच्या बँक खात्यांपैकी **HDFC** बँकेच्या खात्याचा अॅक्सेस ( अॅथोराईज्ड सिग्नेटरी ) हा आरोपी विमल अगरवाल यांचे सहकारी आरोपी गिरीष अगरवाल यांच्याकडे होता तर उर्वरित बँक खात्यांचा अॅक्सेस ( अॅथोराईज्ड सिग्नेटरी ) हा कंपनीचे सी.एफ.ओ. कमलेश तातावत यांच्याकडे होता. यावरून आरोपी विमल अगरवाल व गिरीष अगरवाल यांनी कंपनीचे सी.एफ.ओ. कमलेश तातावत यांच्याशी पुर्वनियोजित कट रचुन वरीलप्रमाणे मोठया रकमेचा अपहार केला असल्याचे तपासात निष्पन्न झाले आहे.

९) गुन्ह्यातील आरोपींनी फिर्यादीची फसवणुक करून त्यांच्या कंपनीतुन तसेच फिर्यादीच्या वैयक्तिक बँक खात्यातुन मोठया रकमेचा अपहार केल्याची पडताळणी झाल्यानंतर खालील नमुद आरोपींची बँक खाती ही गोठविण्यात आली असुन फो.दं. प्र.सं. कलम १०२ अन्वये याबाबतची माहिती मा. महानगर दंडाधिकारी, ६३ वे न्यायालय, अंधेरी पुर्व, मुंबई यांना देखील सदरची माहिती पत्राद्वारे कळविण्यात आली आहे.

गोठविण्यात आलेल्या आरोपींच्या बँक खात्याचा तपशील खालील प्रमाणे आहे.

Sr. No	Bank Name	Account Numbers	Account holder Names
01	HDFC	02721000019875	Vimal Agarwal
02	HDFC	02721000018984	Nupur Agarwal
03	HDFC	02721000019892	Girish Agarwal
04	HDFC	02721000070214	Samixa Agarwal
05	HDFC	02721000055437	Pinky Agarwal
06	ICICI	104401531869	Swapnil Chavan
07	Axis	921010008877100	Swapnil Baban Chavan
08	Saraswat	013200128873557	Sneha Baban Chavan
09	HDFC	12111140000459	Atul Pandey
10	PNB	1565000100131966,	Rajni Surendra Pandey
11	ICICI	623501540474	Rajesh Agarwal

१०) यातील अर्जदार आरोपी व पाहीजे आरोपी हे एकमेकांचे नातेवाईक असून त्यांचे फिर्यादीशी नाते खालीलप्रमाणे आहे.

- पाहीजे आरोपी विमल अग्रवाल व गिरीष अग्रवाल हे फिर्यादीचे चुलत भाउ आहेत.
- पाहीजे आरोपी नुपूर अग्रवाल ही आरोपी विमल अग्रवाल यांची पत्नी आहे.
- पाहीजे आरोपी समिक्षा अग्रवाल ही गिरीष अग्रवाल यांची पत्नी आहे.
- पाहीजे आरोपी पिकी अग्रवाल ही फिर्यादी यांची चुलत बहीण असून विमल व गिरीष अग्रवाल यांची सख्खी बहीण आहे.
- पाहीजे आरोपी कमलेश भैरव तातावत हा फिर्यादीच्या कंपनीतील कर्मचारी आहे.
- पाहीजे आरोपी अतुल पांडे व स्वप्नील चव्हाण हे फिर्यादीचे मित्र आहेत.
- पाहीजे आरोपी रजनी पांडे ही अतुल पांडे यांची आई तर पाहीजे आरोपी स्नेहा चव्हाण ही स्वप्नील चव्हाण यांची आई आहे.
- अर्जदार आरोपी हा आरोपी विमल व गिरीष अग्रवाल यांचा मेव्हणा आहे.

११) फिर्यादीची कंपनी सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा लि व संगीता एव्हीएशन सर्वीसेस प्रा लि. या दोन्ही कंपनीमध्ये पाहीजे आरोपी श्रीमती नुपूर अग्रवाल, समिक्षा अग्रवाल, पिकी अग्रवाल, या कोणतेही पद भुषवीत नसतानाही त्यांनी कंपनीच्या विविध खात्यातून प्रती महीना (प्रत्येक महीन्याला) ४ ते ५ वेळा वेतन आणि भाड्याच्या नावाखाली पैसे ट्रान्सफर केले असल्याचे निष्पन्न झालेले आहे.

१२) यातील पाहीजे आरोपी पिकी अग्रवाल ही आरोपी विमल अग्रवाल याची बहीण आहे. तसेच ती फिर्यादीच्या दोन्ही कंपनीमध्ये कोणत्याही पदावर नाही. तरीही तिच्या बँक खात्यामध्ये प्रती महीना ४ ते ५ वेळा वेतन आणि भाड स्वरूपात रक्कम जमा होते ही बाब संशयास्पद असून यामध्ये अर्जदार आरोपीचा कट निष्पन्न होत आहे.

१३) त्याचप्रमाणे आरोपी स्नेहा चव्हाण, रजनी पांडे, स्वप्नील चव्हाण, व अतुल पांडे यांना देखील ते कंपनीमध्ये कोणतेही पद भुषवीत नसतानाही, किंवा त्यांनी कंपनीला कोणत्याही प्रकारची सेवा दिलेली नसतानाही त्यांच्या बँक खात्यामध्ये कंपनीचे पैसे ट्रान्सफर केले असल्याचे निष्पन्न झालेले आहे.

अर्जदार आरोपीचा अटकपूर्व जामिन अर्ज नामंजूर होण्याची कारणे खालीलप्रमाणे —

१) अर्जदार आरोपीने फिर्यादीच्या कंपनीच्या बँक खात्यातून एकुण रूपये 27,98,731/- एवढी रक्कम तिच्या बँक खात्यामध्ये ट्रान्सफर करून अपहार केला असल्याचे अर्जदार आरोपीच्या बँक खात्याच्या पडताळणीत निष्पन्न झाले आहे. आरोपी पिकी अग्रवाल हिच्याकडे तपास करून सदरची रक्कम हस्तगत करणे आहे.

२) परंतु सदर रक्कम अर्जदार आरोपीने कोणत्या कारणासाठी वापरली याबाबत कोणतीही समर्पक माहिती आरोपीने त्याच्या अटकपूर्व जामिन अर्जांमध्ये दिलेली नाही.

३) अर्जदार आरोपीने अपहार केलेल्या रकमेची तिने कोठे विल्हेवाट लावली याबाबतचे सत्य अर्जदार आरोपी लपवीत असुन त्यामुळे तपासात अडथळा निर्माण करणे हा त्याचा उद्देश असल्याचे दिसुन येत आहे.

४) नमुद आरोपी ही सदर गुन्ह्यातील मुख्य आरोपी विमल अगरवाला अगरवाल यांची बहीण असुन तिला अटकपुर्व जांमिन मंजुर झाल्यास त्याचा वापर गुन्ह्यातील उर्वरित पाहीजे आरोपींना देखील अटकपुर्व जांमिन मंजुर करण्याकरीता केला जावु शकतो (law of parity).

५) जर अर्जदार आरोपीस अटकपुर्व जांमिन मंजुर झाल्यास ती व इतर पाहीजे आरोपी हे गुन्ह्यातील पुरावे नष्ट करण्याची दाट शक्यता आहे. तसेच तपासात आडथळा निर्माण करण्याची शक्यता आहे.

६) नमुद गुन्ह्याचा तपासा हा प्राथमिक स्वरूपात असुन तपासाच्या प्रगतीकरीता अर्जदार आरोपीचे custodial interrogation ची आवश्यकता आहे. त्यामुळे अर्जदार आरोपी व इतर आरोपी यांचा फसवणुक व अपहार करण्यापलीकडील कट उघडकीस आणण्यास मदत होईल.

७) अर्जदार आरोपी पंकी अगरवाल व इतर पाहीजे आरोपी यांनी पुर्व नियोजित कट रचुन सन-२०१८ ते सन-२०२२ या कालावधीत फिर्यादी व त्यांच्या दोन्ही कंपनीचा पैसा स्वतःच्या बँक खात्यामध्ये वळता करुन जवळपास ६ कोटी पेक्षाही जास्त रकमेचा अपहार केलेला आहे.

८) अर्जदार आरोपीच्या बँक खात्याच्या पडताळणीवरून तिने अपहार केलेली सर्व रक्कम तात्काळ काढुन घेवुन इतर ठिकाणी, शेअर्समध्ये, फिक्स डिपॉझिट वा अन्यत्र ठिकाणी गुंतवली असुन याबाबत आरोपीकडुन माहीती प्राप्त करुन सदर रक्कम हस्तगत करणेकरीता आरोपीच्या पोलीस कोठडीची आवश्यकता आहे.

९) आरोपी पंकी अगरवाल हिने अपहार केलेल्या रकमेची विल्हेवाट लावण्यासाठी तिच्या कुंटुबातील सदस्याचा देखील सहभाग असल्याचे तपासात निष्पन्न झाले असुन त्या अनुषंगाने तिच्याकडे तपास करणे आहे.

१०) अर्जदार आरोपी पंकी अगरवाल हिला अटक पुर्व जांमिन मंजुर झाल्यास सदर गुन्ह्यातील अपहाराची मालमत्ता हस्तगत करणे शक्य होणार नाही.

११) अर्जदार आरोपी पंकी अगरवाल हिच्याकडे गुन्ह्यातील इतर आरोपी बाबत तपास करुन तिच्या मदतीने इतर पाहीजे आरोपींचा तपास करुन त्यांना अटक करणे आहे.

१२) सदर गुन्ह्यामध्ये आरोपी गिरीष अगरवाल व स्वप्नील बबन चव्हाण यांना दिनांक १५/०६/२०२३ रोजी अटक करण्यात आलेले असुन ते सध्या न्यायालयीन कोठडीत आहेत.

१३) पाहीजे आरोपी राजेश अगरवाल याने अटक पुर्व जामीनासाठी मा. सत्र न्यायालय, दिंडोशी, मुंबई यांचे न्यायालयात अर्ज केला होता. मा. सत्र न्यायालयाने त्याचा अटक पुर्व जामीन अर्ज नामंजुर केला असुन त्याची प्रत सोबत जोडली आहे.

उपरोक्त मुद्या प्रमाणे पाहीजे आरोपी पिकी अगरवाल हिच्याकडे तपास करणे आवश्यक असुन त्या करीता तिच्या पोलीस कोठडीची आवश्यकता आहे.

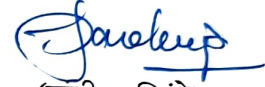
तरी पाहीजे आरोपी पिकी अगरवाल हिला अटक पुर्व जामीन मंजुर होण्यास पोलीसांची सक्त हरकत आहे.

सोबत — १) C.A. श्री गिरीष मुंदडा यांच्या अहवालाची प्रत.

२) आरोपी राजेश अगरवाल याचा अटक पुर्व जामीन अर्ज नामंजुर केलेल्या आदेशाची प्रत

३) सर्व आरोपींच्या अपहारीत रकमेचा तक्ता.

आपला विश्वासु



(सदीप शिंदे)

सहाय्यक पो. निरीक्षक  
सहार पोलीस ठाणे, मुंबई





जावक क्रमांक ३७००/२०२३  
वरिष्ठ पोलीस निरीक्षक  
सहार पोलीस ठाणे, मुंबई  
दिनांक :- २८/०६/२०२३

प्रति,

मा. सत्र न्यायाधिश,  
सत्र न्यायालय, कोर्ट रुम क्र ०४  
दिंडोशी, मुंबई

विषय :- सहार पोलीस ठाणे, गु.र.क्र १५५/२०२३ मधील पाहीजे  
आरोपी क्र. (०४) समीक्षा गिरीष अगरवाल हिने  
अटक पुर्व जामीनासाठी केलेला अर्ज.

संदर्भ :- अटक पुर्व जामीन अर्ज क्रमांक १०३९/२०२३  
महोदय,

सहार पोलीस ठाणे, मुंबई येथे दिनांक २५/०४/२०२३ रोजी गु.र.क्र  
१५५/२०२३ कलम १२०(ब), ४०८, ४०९, ४७७(अ), ४२०, ३४ भादवि अन्वये  
खालील नमुद आरोपींविरुद्ध गुन्हा नोंद करण्यात आला आहे.

### आरोपींची नावे

- १) विमलकुमार जगदीशप्रसाद अगरवाल
- २) नुपर विमलकुमार अगरवाल
- ३) गिरीष जगदीशप्रसाद अगरवाल
- ४) समीक्षा गिरीष अगरवाल
- ५) पिंकी जगदीशप्रसाद अगरवाल
- ६) स्वप्नील बबन चव्हाण
- ७) स्नेहा बबन चव्हाण
- ८) अतुल सुरेद्र पांडे
- ९) रजनी सुरेद्र पांडे,
- १०) राजेश भगवानदास अगरवाल
- ११) कमलेश भैरव तातावत

उपरोक्त आरोपीपैकी आरोपी क्र (०४) समीक्षा गिरीष अगरवाल हिने  
अटक पुर्व जामीनासाठी वरील संदर्भान्वये अर्ज केला आहे. आरोपी श्रीमती नुपर  
विमलकुमार अगरवाल हिच्या अटक पुर्व जामीन अर्जास अनुसरून सहार पोलीस  
ठाणेकडून खालील प्रमाणे अहवाल सादर करण्यात येत आहे.

थोडक्यात हकीगत:- फिर्यादी श्री. अमीत कमल अगरवाल, वय ३४ वर्षे याचे  
वडील श्री. कमल अगरवाल यांनी सन-२००८ मध्ये सुप्रिम ट्रान्सपोर्ट प्रा लि नावाची  
कंपनी सुरु केलेली आहे. तर फिर्यादी यांनी संगीता एव्हीएशन सर्विस प्रा लि कंपनीची  
स्थापना सन-२०१२ मध्ये केलेली आहे. या दोन्ही कंपन्यामध्ये फिर्यादी हे अध्यक्ष  
आणि कार्यकारी संचालक म्हणून सध्या कार्यरत आहेत. दोन्ही कंपनीचे ऑफिस  
पत्ता - ५/बी-३४, ५/बी-३२ अक्षय मित्तल इंडस्ट्रीयल इस्टेट, अंधेरी कुर्ला  
रोड, अंधेरी (पुर्व), मुंबई या ठिकाणी आहे.

सुप्रिम ट्रान्सपोर्ट प्रा. लि या कंपनीमध्ये फिर्यादी हे स्वतः, तसेच त्यांचे वडील श्री. कमल अगरवाल, सख्खा धाकटा भाऊ आकाश अगरवाल आणि आरोपी विमल अगरवाल व गिरीष अगरवाल असे एकूण ०५ संचालक आहेत. सदर कंपनीचा मुख्य व्यवसाय मालाची रस्ते वाहतुक आणि हवाई वाहतुक करण्याचा आहे. कंपनीच्या मालकीची काही वाहने व विमान आहेत. या व्यतीरीक्त कंपनीच्या व्यवसायाकरीता आवश्यकते नुसार भाडे तत्वावर वाहने घेतली जातात. सदर कंपनीचे मुख्य कार्यालय मुंबईमध्ये असून पनवेल, कळंबोली, राजस्थान, गुजरात, दिल्ली आणि बेंगलोर या ठिकाणी शाखा व विभागीय कार्यालये आहेत.

संचालकांपैकी आरोपी विमल अगरवाल हे बेंगलोर येथे रहावयास आहेत तर संचालक गिरीष अगरवाल हे दिल्ली येथे रहावयास आहेत. ते दोघेही नात्याने फिर्यादी यांचे चुलतभाऊ आहेत. त्यांचे दिवंगत वडील कै. जगदीशप्रसाद अगरवाल हे फिर्यादी यांच्या वडीलांचे सख्खे मोठे भाऊ होते. कै. जगदीशप्रसाद अगरवाल यांच्या मृत्यु नंतर विमल अगरवाल आणि गिरीष अगरवाल यांची परस्परातील सहमती नुसार सुप्रिम ट्रान्सपोर्ट कंपनीमध्ये संचालक म्हणून नियुक्ती करण्यात आली आहे. ते दोघेही प्रत्येक महीन्यातील काही दिवस मुंबईमध्ये राहून कंपनीच्या दैनंदिन कामकाजात सहभागी होत असत.

सुप्रिम ट्रान्सपोर्ट प्रा लि. ही कंपनी तोटयात व्यवसाय करित असल्यामुळे सन-२०१२ साली अगरवाल कुटुंबातील समझौत्या नुसार फिर्यादी यांची सदर कंपनीमध्ये कार्यकारी संचालक आणि अध्यक्ष म्हणून नेमणुक करण्यात आली आहे. तेव्हापासून दोन्ही कंपनीचा व्यवसाय एकत्रीतरित्या वर नमुद पत्त्यावरील कंपनीच्या कार्यालयातून फिर्यादी यांच्या देखरेखीखाली करण्यात येत आहे. संगीता एव्हिएशन या कंपनीच्या विरूद्ध थकबाकी देय असल्याकारणाने एका कंपनीने एन.सी. एल.टी. येथे इन्सॉल्व्हन्सी पीटीशन दाखल केले होते. त्यानुसार मा. एन.सी.एल.टी. प्राधिकरणाने संगीता एव्हिएशन या कंपनीस दिनांक १०/०८/२०२१ रोजी दिवाळखोर म्हणून घोषित केले आहे. त्याविरूद्ध कंपनीच्या वतीने अपीलिय प्राधिकरणाकडे दाद मागण्यात आली असून त्याची सुनावणी चालू आहे. त्यामुळे संगीता एव्हिएशन या कंपनीच्या सर्व आर्थिक व्यवहारांवर मा. एन.सी.एल.टी. प्राधिकरणाने नेमलेले आय. आर. पी. श्री बिजेंद्र झा यांची देखरेख आहे.

सन-२०१४ मध्ये फिर्यादी यांच्या कंपनीमध्ये आरोपी वरुण रमेश काकरीया, रा.टी. बि विंग, शरयु बिल्डींग, सुचीधाम, फिल्म सिटी रोड, मालाड (पुर्व), मुंबई याची नेमणुक सदर कंपनीमध्ये सहाय्यक म्हणून करण्यात आली होती.

सन-२०१६ साली फिर्यादी यांच्या कंपनीमध्ये आरोपी कमलेश भैरव-तातावत, रा.टी. ८९/डी, नारायन विहार-१, जगन्नाथपुर, संगानेर, जयपुर, राजस्थान याची चिफ फायनान्स ऑफिसर (सी.एफ.ओ.) म्हणून नियुक्ती केली होती. तसेच त्याचा चुलतभाऊ मुकेश भैरव तातावत याची नियुक्ती चिफ ऑपरेशन ऑफिसर म्हणून केली होती.

दोन्ही कंपनी वेळोवेळी सरकारच्या विविध खात्यातर्फे जाहीर करण्यात आलेल्या प्रकल्पात ठेकदार म्हणून सहभागी होत असतात. सदर कंत्राट मिळविण्या करिता करावयाची संपुर्ण प्रक्रीया, त्या करिता आवश्यक असलेले सर्व कागदोपत्री व्यवहार, वेळोवेळी संबधीत सरकारी अधिकाऱ्यांसमवेत संपर्क ठेवणे, कंत्राट पुर्ण करण्याकरीता विविध व्यवसायीकांची मदत घेणे, कंत्राटाप्रमाणे नेमून दिलेले काम पुर्ण

“२”

करणे, सरकारी कार्यालयातुन येणे असलेल्या रकमेचा पाठपुरावा करणे, कंपनी तर्फे विविध व्यवसायीकांना देय असलेली रक्कम अदा करणे इत्यादी अनेक कार्य व्यवसायानिमित्त करावी लागतात. या सर्व कामाची जबाबदारी कमलेश तातावन आणि वरुण काकरीया यांच्यावर सोपविण्यात आली होती, त्या प्रमाणे ते दोघेजण कंपनीतील कामकाज करीत होते.

फिर्यादीचे पुर्वीचे मित्र स्वप्नील चव्हाण आणि अतुल पांडे हे सुध्दा वर नमुद पत्त्यावरील कंपनीच्या कार्यालयात नेहमी येत-जात होते. दोन्ही कंपनीचे एच. डी.एफ.सी बँक, बँक ऑफ इंडिया, पंजाब नॅशनल बँक, सिटी बँक, डी.सी.बी बँक इत्यादी बँकेमध्ये खाते आहेत. सदर बँक खात्याचा तपशील खालील प्रमाणे आहे.

	Bank Name	Account Number
M/s Supreme Transport Origination Pvt. Limited	HDFC	10452840000014
	HDFC	03302840000157
	HDFC	01662840000470
	HDFC	03302840000140
	HDFC	04072840000053
	HDFC	00602340000085
	PNB	10451131002901
	BOI	843720110000498
BOI	004420110000823	

	Bank Name	Account Number
M/s Sangeeta Aviation Services Pvt. Ltd	Development Credit Bank (Customer ID 102173678)	00421300002745
	HDFC	50200008133578
	Citi Bank	0060246114
	Punjab National Bank	10454015001858

तसेच कंपनीच्या व्यवहारातील सुलभते करीता फिर्यादी यांचे व्यक्तीगत बँक खाती देखील कंपनीच्या कार्यालयातुन वेळोवेळी वापरण्यात येत असतात. फिर्यादी यांच्या वैयक्तीक बँक खात्याचा तपशील खालील प्रमाणे

	Bank Name	Account Number
Mr. Ammeet K. Agarwal	Development Credit Bank	00410200001403
	PNB	10452191004874

वर नमुद केलेली सर्व बँक खाती व्यवहारीक सुलभते करीता नेट बँकींगच्या माध्यमातुन वापरली जातात. उपरोक्त बँक खात्यापैकी सुप्रिम ट्रान्सपोर्ट प्रा लि कंपनीच्या HDFC बँकेतील सर्व खात्यांचा रजिस्टर्ड ईमेल आयडी girish@stopl.in आणि रजिस्टर्ड मोबाईल क्रमांक 9311701121 असा असुन सदरचा ईमेल आय डी

आणि मोबाईल नंबर श्री. गिरीष अगरवाल यांच्या व्यक्तिगत वापरात आहे. तसेच इतर सर्व बँक खात्यांना रजिस्टर्ड इमेल आय.डी. kamlesh@supremeavaiaion.com आणि रजिस्टर्ड मोबाईल नंबर 8078655144 असा असून तो कमलेश तातावत यांच्या व्यक्तिगत वापरात आहे. फिर्यादी यांना कंपनीच्या कामासाठी सतत पदेशात तसेच भारतातील विविध भागात जावे लागते, त्यामुळे फिर्यादीस कंपनीच्या दैनंदिन आर्थिक व्यवहाराचे कामकाज पाहणे शक्य नसल्यामुळे त्यांनी दोन्ही कंपनीच्या सर्व आर्थिक व्यवहाराची तसेच फिर्यादी यांच्या वैयक्तिक बँक खात्यातील ऑनलाईन/ऑफलाईन व्यवहाराची संपूर्ण जबाबदारी सी.एफ.ओ कमलेश तातावत यांच्यावर सोपवली होती. तसेच कमलेश तातावत याला कंपनीच्या कामकाजा करिता एक स्वतंत्र लॅपटॉप आणि संगणक देण्यात आलेला होता.

फिर्यादी, जुलै-२०२२ मध्ये कंपनीच्या आर्थिक व्यवहाराचा आढावा घेत असताना त्यांना काही माहिती आवश्यक असल्याने त्यांनी कमलेश आणि वरुण यांना कंपनीला येणे असलेल्या रकमेचा तपशील मागीतला होता. त्यावेळी निष्पन्न लिमिटेड कंपनीकडून काही रक्कम येणे बाकी असल्याचे समजले. त्यामुळे फिर्यादी यांनी स्वतः जुलै ते सप्टेंबर-२०२२ मध्ये निष्पन्न कंपनीच्या संबंधित अधिकाऱ्यांना अनेकवेळा ईमेल पाठवून कंपनीची देय असलेली रक्कम लवकरात लवकर अदा करावी अशी विनंती केली होती. बऱ्याच प्रयत्नानंतर दिनांक २६/०८/२०२२ रोजी निष्पन्न लिमिटेड कंपनीच्या पदाधिकाऱ्यांनी फिर्यादी यांना ईमेल पाठवून फिर्यादी यांच्या कंपनीला देय असलेली रक्कम कंपनीच्या BOI A/C No 843720110000498 मध्ये ट्रान्सफर केली असल्याचे कळविले होते.

फिर्यादी यांनी नमुद BOI बँक खात्याचे स्टेटमेंट प्राप्त करून त्याचे अवलोकन केले असता दिनांक २६/०७/२०२२ रोजी निष्पन्न लिमिटेड कंपनीकडून एकुण ०३,२२,६९६/- एवढी रक्कम प्राप्त झाली असल्याचे आढळून आले. परंतु दिनांक २७/०७/२०२२ रोजी एकुण ०३,२३,२७८/- एवढी रक्कम कंपनीचे संचालक विमल अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आली असल्याचे आढळून आले.

सदर वेळी फिर्यादी परदेशात असल्यामुळे त्यांनी सी.एफ.ओ. श्री. कमलेश तातावत यांच्याशी संपर्क साधून त्यांच्याकडे विमल अगरवाल यांना दिनांक २७/०७/२०२२ रोजी करण्यात आलेल्या पेमेंट बाबत विचारणा केली, परंतु त्याने कोणतीही समाधानकारक माहिती दिली नाही.

सबब फिर्यादी यांनी विलम अगरवाल यांच्याशी संपर्क केला परंतु त्याने फिर्यादी यांना कोणतीही समाधान कारक माहिती दिली नाही. त्यानंतर कमलेश तातावत आणि वरुण काकरीया यांनी अचानक कंपनीच्या ऑफिसमध्ये येणे बंद केले.

विमल अगरवाल व कमलेश तातावत यांच्या एकंदरीत वर्तणुकीवरून त्यांनी कंपनीमध्ये काहीतरी आर्थिक गैरव्यवहार केला असावा अशी शंका आल्यामुळे फिर्यादी यांनी परदेशातून भारतात आल्यानंतर कंपनीचे चार्टर्ड अकाऊंटंट श्री. गिरीष मुंदडा यांना दिनांक ०६/०९/२०२२ रोजी लेखी पत्र पाठवून कंपनीच्या बँक खात्यांची तसेच आर्थिक व्यवहाराची चौकशी/छाननी करून त्याबाबतचा त्यांचा निष्कर्ष कळविण्याची विनंती केली होती. त्या प्रमाणे त्यांनी फिर्यादीच्या कंपनीच्या आर्थिक व्यवहाराची तपासणी करून त्यांचा अहवाल दिनांक ०२/०३/२०२३ रोजी दिला आहे.

सुप्रीम ट्रान्सपोर्ट, संगीता एव्हीएशन आणि फियरिदी यांच्या वैयक्तीक बँक खात्याची माहिती (उपरोक्त नमुद) व संबंधीत खात्यांचे बँक स्टेटमेंट प्राप्त करून त्याचे अवलोकन केले असता भाडे आणि वेतनाच्या नावाखाली सुप्रीम ट्रान्सपोर्ट कंपनी व संगीता एव्हीएशन या कंपन्यांच्या बँक खात्यांतून आणि फियरिदीच्या वैयक्तीक बँक खात्यांतून खालील व्यक्तींच्या बँक खात्यांमध्ये एकुण ६,२७,३६,१८०/- एवढी रक्कम ट्रान्सफर झाली असल्याचे आढळून आले. सदर व्यक्तीची नावे व त्यांच्या बँक खात्याची माहिती खालील प्रमाणे आहे.

१) आरोपी विमल अग्रवाल यांचे HDFC Bank A/c No 02721000019875 या खात्यामध्ये दिनांक ०३/०४/२०१८ ते दिनांक ०९/०७/२०२२ या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. १,८६,२६,९०८ , संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. १३,९३,२५० आणि अमित अग्रवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित ०२,०८,२०,१५८/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

२) श्रीमती नुपुर विमल अग्रवाल यांचे HDFC Bank A/c No 02721000018984 या खात्यामध्ये दिनांक १६/०१/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. २२,१४,८२४ , संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. ८,१७,६०० आणि अमित अग्रवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित ३८,३२,४२४/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

३) गिरीष जगदीशप्रसाद अग्रवाल यांचे HDFC Bank A/c No 02721000019892 या खात्यामध्ये दिनांक २२/०६/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. ११,०५,०७२ , संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. १३,९३,२५० आणि अमित अग्रवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित ३२,९८,३३२/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

४) श्रीमती समीक्षा गिरीष अग्रवाल यांचे HDFC Bank A/c No 02721000070214 या खात्यामध्ये दिनांक २२/०६/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. ०८,७९,९७० , संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. १०,९५,५०० आणि अमित अग्रवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित २७,७५,४७०/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

५) श्रीमती पिंकी जगदीशप्रसाद अग्रवाल यांचे HDFC Bank A/c No 02721000055437 या खात्यामध्ये दिनांक ०४/०५/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. ११,९४,९७० , संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. ८,७७,१५० आणि अमित अग्रवाल यांच्या खात्यातून रू. ७,८६,६११ अशी एकत्रित २८,५८,७००/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

६) अतुल सुरेद्र पांडे यांचे HDFC Bank A/c No 12111140000459 या खात्यामध्ये दिनांक ३१/०८/२०१९ ते दिनांक १५/१२/२०२१ या कालावधीत एकुण 37,34,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

७) श्रीमती रजनी सुरेद्र पांडे यांचे PNB Bank A/c No 1565000100131966 या खात्यामध्ये दिनांक ०९/१०/२०२० ते दिनांक ०५/१२/२०२० या कालावधीत एकुण 11,00,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर झाले आहेत.

८) स्वप्नील बबन चव्हाण यांचे ICICI Bank A/c No 104401531869 & Axis Bank A/c No 921010008877100 या खात्यामध्ये दिनांक १५/११/२०१९ ते दिनांक २७/१२/२०२१ या कालावधीत एकुण 45,52,400/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

९) श्रीमती स्नेहा बबन चव्हाण यांचे Saraswat Bank A/c No 013200128873557 या खात्यामध्ये दिनांक ०४/०७/२०१९ ते दिनांक ०७/०९/२०२१ या कालावधीत एकुण 47,55,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

१०) तसेच स्वप्नील चव्हाण याने दिनांक ०५/०३/२०१७ रोजी UAE देशात "पोटोमॅक एव्हीएशन टेक्नॉलाजी" नावाची कंपनी स्थापन केली आहे. तसेच सदर कंपनीच्या "नुर ट्रेड बँक, यु.ए.ई" येथे बँक खाते उघडले असुन सदर बँक खात्याचा पत्ता मरोळ मरोशी रोड, अंधेरी (पुर्व), मुंबई येथील आहे. तसेच सुप्रीम एव्हीएशन कंपनीच्या बँक खात्यातुन पोटोमॅक कंपनीच्या बँक खात्यामध्ये खालील प्रमाणे रक्कम ट्रान्सफर केली आहे.

Sr. No	Transaction Date	Amount	Value in INR
01	19/04/2017	72,932.15 AED	16,04,500/-
02	19/04/2017	72,983.04 AED	16,05,000/-
		Total	32,09,500/-

११) राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्ये दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकुण 90,85,437/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

१२) राजेश भगवानदास अगरवाल यांच्या मालकीच्या बालाजी एंटरप्रायझेसच्या Bassein Catholic Co-Op Bank Ltd A/c No 012130300000051 या बँक खात्यामध्ये दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकुण 27,14,759/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

वस्तुतः गेली अनेक वर्षे सुप्रिम ट्रान्सपोर्ट व संगीता एव्हीएशन या दोन्ही कंपन्या सातत्याने तोट्यात चालविण्यात येत आहेत. त्यामुळे फिर्यादी यांनी सन २०१२ सालापासून ते आजपावेतो कंपनीच्या खात्यामधून कोणताही आर्थिक मोबदला घेतलेला नाही. तसेच फिर्यादीचे वडील श्री कमल अगरवाल, फिर्यादीचा मग्नवा धाकटा भाउ आकाश अगरवाल यांनीही कोणताही आर्थिक मोबदला घेतलेला नाही. त्यामुळे वर नमुद केल्यानुसार आरोपी विमल अगरवाल आणि इतरांच्या खात्यामध्ये एवढी प्रचंड रक्कम सन २०१८ ते २०२२ या कालावधीत टप्या टप्याने वळती करण्यामागे त्यांचा लबाडीचा उद्येश असल्याचे स्पष्ट दिसून येते. तसेच सदरची रक्कम वळती केल्याबाबत फिर्यादी यांना सदर कालावधीत कमलेश तातावत यांच्याकडूनही कोणतीही पुर्वकल्पना प्राप्त झालेली नव्हती. त्यावरून विमल अगरवाल आणि इतर लाभार्थी तसेच कमलेश तातावत यांच्यात आपसात संगणमत असल्याचेही स्पष्ट झाले आहे.

फिर्यादी यांनी आरोपीशी संपर्क साधण्याचा वारंवार प्रयत्न केला पंतु त्यांनी कोणताही प्रतिसाद दिलेला नाही. उलटपक्षी दिनांक ११/११/२०२२ रोजी विमल अगरवाल व गिरीष अगरवाल यांनी एन.सी.एल.टी (नॅशनल कंपनी लॉ ट्रिब्युनल), मुंबई यांच्याकडे खटला दाखल करून सदर खटल्यामध्ये दिनांक ०१/०४/२०१९ पासून सुप्रिम ट्रान्सपोर्ट कंपनीने त्यांना कोणत्याही प्रकारचे मानधन दिले नाही असा दावा केला आहे.

आरोपींनी आणखीन काही रकमेचा अपहार केला असण्याची शक्यता असून त्या अनुषंगाने कंपनीतील आर्थिक व्यवहाराची बारकाईने छाननी/पडताळणी करण्यात येत आहे. पडताळणी दरम्यान नमुद व्यक्तींनी आणखीन काही रकमेचा अपहार केल्याचे निदर्शनास येताच तात्काळ सहार पोलीस ठाणेस कळविण्यात येईल असे फिर्यादी यांनी सांगितले आहे.

अशा प्रकारे सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीचे संचालक (१) विमल अगरवाल व (२) गिरीष अगरवाल आणि सी.एफ.ओ (३) कमलेश भैरव तातावत यांनी एप्रिल-२०१८ ते जुलै-२०२२ या कालावधीत आपसात संगणमत करून त्यांच्या वैयक्तीक आर्थिक फायद्या करीता भाडे आणि वेतनाच्या नावाखाली सुप्रिम ट्रान्सपोर्ट, संगीता एव्हीएशन या दोन कंपन्यांचे बँक खात्यातून तसेच फिर्यादी यांच्या वैयक्तीक बँक खात्यातून एकुण रुपये ६,२७,३६,१८०/- एवढी रक्कम (१) विमल अगरवाल (२) नुपर अगरवाल (३) गिरीष अगरवाल (४) समीक्षा अगरवाल (५) पिंकी अगरवाल (६) स्वप्नील चव्हाण (७) स्नेहा चव्हाण (८) अतुल पांडे (९) रजनी पांडे, (१०) राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करून एकुण ६,२७,३६,१८०/- एवढ्या रकमेचा अपहार करून फिर्यादी यांची फसवणुक केली असल्याचे स्पष्ट झाल्यानंतर फिर्यादी यांनी दिलेल्या तक्रारीवरून सदरचा गुन्हा नोंद करण्यात आला आहे.

**तपास :-**

१) गुन्हा नोंद केल्यानंतर फौ.दं.प्र.सं. कलम ९१ अन्वये खालील बँक खात्यांचे स्टेटमेंट मागविण्यात आले.

फिर्यादी यांच्या कंपनीच्या बँक खात्याची माहिती.

Sr. No	Bank Name	Account Number	Account Name
01	HDFC	10452840000014	M/s Supreme Transport Origination Pvt. Limited
02	HDFC	03302840000157	As above
03	HDFC	01662840000470	As above
04	HDFC	03302840000140	As above
05	HDFC	04072840000053	As above
06	HDFC	00602340000085	As above
07	BOI	843720110000498	As above
08	BOI	004420110000823	As above
09	PNB	10451131002901	As above
10	DCB	00421300002745	M/s Sangeeta Aviation Services Pvt. Ltd
11	HDFC	50200008133578	As above
12	Citi Bank	0060246114	As above
13	PNB	10454015001858	As above
14	DCB	00410200001403	Mr. Ammeet K. Agarwal
15	PNB	10452191004874	Mr. Ammeet K. Agarwal

तसेच गुन्ह्यातील आरोपींच्या खालील नमुद बँक खात्याचे बँक स्टेटमेंट प्राप्त करण्यात आलेले आहे. आरोपींच्या बँक खात्याचा तपशील खालील प्रमाणे आहे.

Sr. No	Bank Name	A/C No.	A/C Name
01	HDFC	02721000019875	Vimal Agarwal
02	HDFC	02721000018984	Nupur Agarwal
03	HDFC	02721000019892	Girish Agarwal
04	HDFC	02721000070214	Samixa Agarwal
05	HDFC	02721000055437	Pinky Agarwal
06	HDFC	12111140000459	Atul Pandey
07	ICICI	104401531869	Swapnil Chavan
08	Saraswat	013200128873557	Sneha Chavan
09	PNB	1565000100131966,	Rajni Pandey
10	Axis	921010008877100	Swapnil Chavan

२) फिर्यादीने त्यांच्या जबाबात सांगितल्याप्रमाणे सदर गुन्ह्यातील अपहाराची एकुण रक्कम रुपये 06,27,36,180/- एवढी आहे. फिर्यादी व आरोपींच्या बँक खात्यांच्या स्टेटमेंटचे अवलीकन केले असता एकुण 05,95,65,283/- एवढी रक्कम फिर्यादी व त्यांच्या कंपनीच्या बँक खात्यातुन आरोपींच्या बँक खात्यामध्ये ट्रान्सफर झाल्याच्या नोंदी तपासात निष्पन्न झाल्या आहेत.

३) आरोपी श्रीमती समीक्षा अगरवाल हिचे HDFC Bank A/c No 02721000070214 या खात्यामध्ये दिनांक १६/०१/२०२० ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रुपये 08,79,970/-, संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रुपये 10,95,500/- आणि अमित अगरवाल यांच्या खात्यातून रुपये 8,00,000/- अशी एकुण 27,75,470/- एवढी रक्कम ट्रान्सफर करण्यात आली असल्याच्या प्रत्यक्ष नोंदी कंपनी व फिर्यादी यांच्या बँक खात्यांच्या स्टेटमेंटची तसेच आरोपी समीक्षा अगरवाल हिच्या बँक खात्याच्या स्टेटमेंट यांची पडताळणी केली असता तपासात निषन्न झाले आहे.

४) आरोपी समीक्षा अगरवाल हिच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आलेल्या रकमेचा तपशील खालीलप्रमाणे :

A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातून आरोपी समीक्षा अगरवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From HDFC Bank A/c No 0407284000053 to Samixa Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	16/01/2020	Salary	43,970/-
02	20/01/2020	Salary	43,970
03	28/01/2020	Salary	43,970
04	31/01/2020	Salary	43,970
05	08/02/2020	Salary	43,970
06	18/02/2020	Salary	43,970
07	29/02/2020	Salary Difference	6180
08	06/03/2020	Salary	45,000
09	11/03/2020	Salary	45,000
10	15/03/2020	Salary	45,000
11	17/03/2020	Salary	45,000
12	21/03/2020	Salary	45,000
13	24/03/2020	Salary	45,000
		Total	5,40,000/-

From HDFC Bank A/c No 0330284000014 to Samixa Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	14/08/2018	Salary	43,970
		Total	43,970/-

PNB A/c No 10451131002901 to Samixa Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/05/2022	NEFT	98,000
02	01/06/2022	NEFT	99,000

03	06/07/2022	NEFT	99,000
		Total	2,96,000/-

B) संगीता एव्हीएशन कंपनीच्या बँक खात्यातून आरोपीं समीक्षा अगरवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From PNB (Sangeeta) to Samixa Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/05/2021	NEFT	1,00,000
02	02/04/2021	NEFT	1,00,000
03	31/03/2021	RTGS	5,95,500
		Total	7,95,500/-

From DCB A/c No 00421300002745 to Samixa Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/06/2021	NEFT	1,00,000
02	01/07/2021	NEFT	1,00,000
03	02/08/2021	NEFT	1,00,000
		Total	3,00,000/-

C) अमीत अगरवाल यांच्या बँक खात्यातून आरोपीं समीक्षा अगरवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From DCB A/c No 00410200001403 to Samixa Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/01/2022	NEFT	1,00,000
02	01/02/2022	NEFT	1,00,000
03	03/03/2022	NEFT	1,00,000
		Total	3,00,000/-

From PNB A/c No 10452191004874 to Samixa Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	04/09/2021	NEFT	1,00,000
02	01/10/2021	NEFT	1,00,000
03	01/11/2021	NEFT	1,00,000
04	01/12/2021	NEFT	1,00,000
05	02/04/2022	NEFT (Amit A/c Entry 31/03/2022)	1,00,000
		Total	5,00,000/-

**Total (A+B+C) = 27,75,470/-**

५) आरोपी समीक्षा अगरवाल हिच्या खात्यात ट्रान्सफर झालेल्या रकमेच्या नोंदी वरील प्रमाणे तक्त्याच्या स्वरूपात मा. न्यायालयाच्या अवलोकनाकरीता सादर करण्यात आल्या असून त्यामध्ये असे निदर्शनास येत आहे की, आरोपी समीक्षा अगरवाल हिंस सुप्रिम ट्रान्सपोर्ट कंपनीतुन एका महीन्यात ३ ते ४ वेळा भाडे आणि वेतन स्वरूपात रक्कम प्राप्त होत होती. तसेच कित्येक ट्रान्झॅक्शन मधील रक्कम ही तिच्या खात्यामध्ये कशाकरीता ट्रान्सफर करण्यात आली आहे याबाबत बँक स्टेटमेंट मध्ये तसेच कंपनीच्या अकाऊंट्स मध्ये देखील कोणत्याही नोंदी नाहीत. हे प्रामुख्याने तपासात निदर्शनास आले आहे.

६) आरोपी समीक्षा अगरवाल ही चौकशीसाठी पोलीस ठाणेत आलेली नाही, तसेच तिने तपासाच्या अनुषंगाने कोणतीही समर्पक माहीती अथवा कागदपत्रे सादर केलेली नाहीत.

७) याउलट नमुद आरोपीच्या बँक खात्यावर ट्रान्सफर झालेल्या वरील रकमेच्या नोंदी कंपनीच्या अकाऊंट्स बुक मध्ये (कंपनीच्या हिशोबात) मिळून आलेल्या नाहीत याबाबत कंपनीचे सी.ए. श्री गिरीष मुंदडा यांनी अहवाल दिला आहे.

८) फिर्दाची कंपनी सुप्रिम ट्रान्सपोर्ट व संगिता एव्हिएशन यांच्या बँक खात्यांपैकी HDFC बँकेच्या खात्यांचा अॅक्सेस ( अॅथोराईज्ड सिग्नेटरी ) हा आरोपी विमल अगरवाल व गिरीष अगरवाल यांच्याकडे होता तर उर्वरित बँक खात्यांचा अॅक्सेस ( अॅथोराईज्ड सिग्नेटरी ) हा कंपनीचे सी.एफ.ओ. कमलेश तातावत यांच्याकडे होता. यावरून आरोपी विमल अगरवाल व गिरीष अगरवाल यांनी कंपनीचे सी.एफ.ओ. कमलेश तातावत व इतर सहकारी आरोपी यांच्यासह पुर्वनियोजित कट रचुन वरीलप्रमाणे मोठया रकमेचा अपहार केला असल्याचे तपासात निष्पन्न झाले आहे.

९) गुन्ह्यातील आरोपींनी फिर्दाची फसवणुक करून त्यांच्या कंपनीतुन तसेच फिर्दाचीच्या वैयक्तिक बँक खात्यातुन मोठया रकमेचा अपहार केल्याची पडताळणी झाल्यानंतर खालील नमुद आरोपींची बँक खाती ही गोठविण्यात आली असुन फो.दं. प्र.सं. कलम १०२ अन्वये याबाबतची माहीती मा. महानगर दंडाधिकारी, ६३ वे न्यायालय, अंधेरी पुर्व, मुंबई यांना देखील सदरची माहीती पत्राद्वारे कळविण्यात आली आहे.

गोठविण्यात आलेल्या आरोपींच्या बँक खात्याचा तपशील खालील प्रमाणे आहे.

Sr. No	Bank Name	Account Numbers	Account holder Names
01	HDFC	02721000019875	Vimal Agarwal
02	HDFC	02721000018984	Nupur Agarwal
03	HDFC	02721000019892	Girish Agarwal
04	HDFC	02721000070214	Samixa Agarwal
05	HDFC	02721000055437	Pinky Agarwal
06	ICICI	104401531869	Swapnil Chavan
07	Axis	921010008877100	Swapnil Baban Chavan
08	Saraswat	013200128873557	Sneha Baban Chavan

09	HDFC	12111140000459	Atul Pandey
10	PNB	1565000100131966,	Rajni Surendra Pandey
11	ICICI	623501540474	Rajesh Agarwal

१०) यातील अर्जदार आरोपी व पाहीजे आरोपी हे एकमेकांचे नातेवाईक असून त्यांचे फिर्यादीशी नाते खालीलप्रमाणे आहे.

- पाहीजे आरोपी विमल अगरवाल व गिरीष अगरवाल हे फिर्यादीचे चुलत भाउ आहेत.
- पाहीजे आरोपी नुपूर अगरवाल ही आरोपी विमल अगरवाल यांची पत्नी आहे.
- पाहीजे आरोपी समिक्षा अगरवाल ही गिरीष अगरवाल यांची पत्नी आहे.
- पाहीजे आरोपी पिकी अगरवाल ही फिर्यादी यांची चुलत बहीण असून विमल व गिरीष अगरवाल यांची सख्खी बहीण आहे.
- पाहीजे आरोपी कमलेश भैरव तातावत हा फिर्यादीच्या कंपनीतील कर्मचारी आहे.
- पाहीजे आरोपी अतुल पांडे व स्वप्नील चव्हाण हे फिर्यादीचे मित्र आहेत.
- पाहीजे आरोपी रजनी पांडे ही अतुल पांडे यांची आई तर पाहीजे आरोपी स्नेहा चव्हाण ही स्वप्नील चव्हाण यांची आई आहे.
- अर्जदार आरोपी हा आरोपी विमल व गिरीष अगरवाल यांचा मेव्हणा आहे.

१२) फिर्यादीची कंपनी सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा लि व संगीता एव्हीएशन सर्व्हीसेस प्रा लि. या दोन्ही कंपनीमध्ये पाहीजे आरोपी श्रीमती नुपूर अगरवाल, समिक्षा अगरवाल, पिकी अगरवाल, या कोणतेही पद भुषवीत नसतानाही त्यांनी कंपनीच्या विविध खात्यातून प्रती महीना (प्रत्येक महीन्याला) ४ ते ५ वेळा वेतन आणि भाड्याच्या नावाखाली पैसे ट्रान्सफर केले असल्याचे निष्पन्न झालेले आहे.

१३) यातील पाहीजे आरोपी समिक्षा अगरवाल ही आरोपी गिरीष अगरवाल याची पत्नी आहे. तसेच ती फिर्यादीच्या दोन्ही कंपनीमध्ये कोणत्याही पदावर काम करीत नाही. तरीही तिच्या बँक खात्यामध्ये प्रती महीना ३ ते ४ वेळा वेतन स्वरूपात रक्कम जमा होते ही बाब संशयास्पद असून यामध्ये अर्जदार आरोपीचा कट निष्पन्न होत आहे.

१४) त्याचप्रमाणे आरोपी स्नेहा चव्हाण, रजनी पांडे, स्वप्नील चव्हाण, व अतुल पांडे यांना देखील ते कंपनीमध्ये कोणतेही पद भुषवीत नसतानाही, किंवा त्यांनी कंपनीला कोणत्याही प्रकारची सेवा दिलेली नसतानाही त्यांच्या बँक खात्यामध्ये कंपनीचे पैसे ट्रान्सफर केले असल्याचे निष्पन्न झालेले आहे.

अर्जदार आरोपीचा अटकपूर्व जामिन अर्ज नामंजूर होण्याची कारणे खालीलप्रमाणे —

१) अर्जदार आरोपीने फिर्यादीच्या कंपनीच्या बँक खात्यातून एकुण रूपये **27,75,470/-** एवढी रक्कम तिच्या बँक खात्यामध्ये ट्रान्सफर करून अपहार केला असल्याचे अर्जदार आरोपीच्या बँक खात्याच्या पडताळणीत निष्पन्न झाले आहे. सदर रकमेबाबत आरोपीकडे तपास करून सदरची रक्कम हस्तगत करणे आहे.

- २) परंतु सदर रक्कम अर्जदार आरोपीने कोणत्या कारणासाठी वापरली याबाबत कोणतीही समर्पक माहिती आरोपीने त्याच्या अटकपूर्व जागिन अर्जांमध्ये दिलेली नाही.
- ३) अर्जदार आरोपीने अपहार केलेल्या रकमेची तिने कोठे विल्हेवाट लावली याबाबतचे सत्य अर्जदार आरोपी लपवीत असून त्यामुळे तपासात अडथळा निर्माण करणे हा त्याचा उद्देश असल्याचे दिसून येत आहे.
- ४) नमुद आरोपी ही सदर गुन्ह्यातील मुख्य आरोपी गिरीष अगरवाल याची पत्नी असून तिला अटकपूर्व जागिन मंजूर झाल्यास त्याचा वापर गुन्ह्यातील इतर पाहीजे आरोपींना देखील अटकपूर्व जागिन मंजूर करण्याकरीता केला जावू शकतो (law of parity).
- ५) जर अर्जदार आरोपीस अटकपूर्व जागिन मंजूर झाला तर ती व तिचे सहकारी पाहीजे आरोपी हे गुन्ह्यातील पुरावे नष्ट करण्याची दाट शक्यता आहे. तसेच नमुद आरोपी हे फरार होवून तपासात अडथळा निर्माण होवू शकतो.
- ६) नमुद गुन्ह्याचा तपासा हा प्राथमिक स्वरूपात असून तपासाच्या प्रगतीकरीता अर्जदार आरोपीचे custodial interrogation ची आवश्यकता आहे. त्यामुळे अर्जदार आरोपी व इतर आरोपी यांचा फसवणुक व अपहार करण्यापलीकडील कट उघडकीस आणण्यास मदत होईल.
- ७) अर्जदार आरोपी व गुन्ह्यातील इतर पाहीजे आरोपी यांनी पुर्व नियोजित कट रचून सन-२०१८ ते सन-२०२२ या कालावधीत फिर्यादी व त्यांच्या दोन्ही कंपनीचा पैसा स्वतःच्या बँक खात्यामध्ये वळता करून जवळपास ६ कोटी पेक्षाही जास्त रकमेचा अपहार केलेला आहे.
- ८) अर्जदार आरोपीच्या बँक खात्याच्या पडताळणीवरून तिने अपहार केलेली सर्व रक्कम तात्काळ काढून घेवून इतर ठिकाणी, शेअर्समध्ये, फिक्स डिपॉझिट वा अन्यत्र ठिकाणी गुंतवली असून याबाबत आरोपीकडून माहिती प्राप्त करून सदर रक्कम हस्तगत करणेकरीता आरोपीच्या पोलीस कोठडीची आवश्यकता आहे.
- ९) आरोपी समीक्षा अगरवाल हिने अपहार केलेल्या रकमेची विल्हेवाट लावण्यासाठी तिच्या कुटुंबातील सदस्याचा देखील सहभाग असल्याचे तपासात निष्पन्न झाले असून त्या अनुषंगाने तिच्याकडे तपास करणे आहे.
- १०) अर्जदार आरोपी समीक्षा अगरवाल हिला अटक पूर्व जागिन मंजूर झाल्यास सदर गुन्ह्यातील अपहाराची मालमत्ता हस्तगत करणे शक्य होणार नाही.
- ११) अर्जदार आरोपी समीक्षा अगरवाल हिच्याकडे गुन्ह्यातील इतर आरोपी बाबत तपास करून तिच्या मदतीने इतर पाहीजे आरोपींचा तपास करणे आहे.
- १२) सदर गुन्ह्यामध्ये आरोपी गिरीष अगरवाल व स्वप्नील बबन चव्हाण यांना दिनांक १५/०६/२०२३ रोजी अटक करण्यात आलेले असून ते सध्या न्यायालयीन कोठडीत आहेत.

१३) पाहीजे आरोपी राजेश अगरवाल याने अटक पुर्व जामीनासाठी मा. सत्र न्यायालय, दिंडोशी, मुंबई यांचे न्यायालयात अर्ज केला होता. मा. सत्र न्यायालयाने त्याचा अटक पुर्व जामीन अर्ज नामंजुर केला असुन त्याची प्रत सोबत जोडली आहे.

उपरोक्त मुद्द्या प्रमाणे पाहीजे आरोपी समीक्षा अगरवाल हिच्याकडे तपास करणे आवश्यक असुन त्या करीता तिच्या पोलीस कोठडीची आवश्यकता आहे.

तरी पाहीजे आरोपी समीक्षा अगरवाल हिला अटक पुर्व जामीन मंजुर होण्यास पोलीसांची सक्त हरकत आहे.

सोबत — १) C.A. श्री गिरीष मुंदडा यांच्या अहवालाची प्रत.

२) आरोपी राजेश अगरवाल याचा अटक पुर्व जामीन अर्ज नामंजुर केलेल्या आदेशाची प्रत

३) सर्व आरोपींच्या अपहारीत रकमेचा तक्ता.

आपला विश्वासु



  
(सदीप शिंदे)

सहाय्यक पो. निरीक्षक  
सहार पोलीस ठाणे, मुंबई



जावक क्रमांक 4021/2023  
वरिष्ठ पोलीस निरीक्षक  
सहार पोलीस ठाणे, मुंबई  
दिनांक :- १२/०७/२०२३

प्रति,

मा. सत्र न्यायाधिश,  
सत्र न्यायालय, कोर्ट रुम क्र ०४  
दिंडोशी, मुंबई

विषय :- सहार पोलीस ठाणे, गु.र.क्र १५५/२०२३ मधील पाहीजे  
आरोपी क्र. (०८) अतुल सुरेद्र पांडे याने अटक पुर्व  
जामीनासाठी केलेला अर्ज.

संदर्भ :- अटक पुर्व जामीन अर्ज क्रमांक 1069 / 2023

महोदय,

सहार पोलीस ठाणे, मुंबई येथे दिनांक २५/०४/२०२३ रोजी गु.र.क्र  
१५५/२०२३ कलम १२०(ब), ४०८, ४०९, ४७७(अ), ४२०, ३४ भादवि अन्वये  
खालील नमुद आरोपींविरुद्ध गुन्हा नोंद करण्यात आला आहे.

### आरोपींची नावे

- १) विमलकुमार जगदीशप्रसाद अगरवाल
- २) नुपर विमलकुमार अगरवाल
- ३) गिरीष जगदीशप्रसाद अगरवाल
- ४) समीक्षा गिरीष अगरवाल
- ५) पिंकी जगदीशप्रसाद अगरवाल
- ६) स्वप्नील बबन चव्हाण
- ७) स्नेहा बबन चव्हाण
- ८) अतुल सुरेद्र पांडे
- ९) रजनी सुरेद्र पांडे,
- १०) राजेश भगवानदास अगरवाल
- ११) कमलेश भैरव तातावत

उपरोक्त आरोपीपैकी आरोपी क्र (०८) अतुल सुरेद्र पांडे याने अटक पुर्व  
जामीनासाठी वरील संदर्भान्वये अर्ज केला आहे. सबब तिच्या अटक पुर्व जामीन  
अर्जास अनुसरून सहार पोलीस ठाणेकडून खालील प्रमाणे अहवाल सादर करण्यात  
येत आहे.

थोडक्यात हकीगत:- फिर्यादी श्री. अमीत कमल अगरवाल, वय ३४ वर्षे याचे  
वडील श्री. कमल अगरवाल यांनी सन-२००८ मध्ये सुप्रिम ट्रान्सपोर्ट प्रा लि नावाची  
कंपनी सुरु केलेली आहे. तर फिर्यादी यांनी संगीता एव्हीएशन सर्विस प्रा लि कंपनीची  
स्थापना सन-२०१२ मध्ये केलेली आहे. या दोन्ही कंपन्यामध्ये फिर्यादी हे अध्यक्ष  
आणि कार्यकारी संचालक म्हणून सध्या कार्यरत आहेत. दोन्ही कंपनीचे ऑफिस  
पत्ता - ५/बी-३४, ५/बी-३२ अक्षय मित्तल इंडस्ट्रीयल इस्टेट, अंधेरी कुर्ला  
रोड, अंधेरी (पुर्व), मुंबई या ठिकाणी आहे.

सुप्रिम ट्रान्सपोर्ट प्रा. लि या कंपनीमध्ये फिर्यादी हे स्वतः, तसेच त्यांचे वडील श्री. कमल अगरवाल, सख्खा धाकटा भाऊ आकाश अगरवाल आणि आरोपी विमल अगरवाल व गिरीष अगरवाल असे एकुण ०५ संचालक आहेत. सदर कंपनीचा मुख्य व्यवसाय मालाची रस्ते वाहतुक आणि हवाई वाहतुक करण्याचा आहे. कंपनीच्या मालकीची काही वाहने व विमान आहेत. या व्यतीरीक्त कंपनीच्या व्यवसायाकरीता आवश्यकते नुसार भाडे तत्वावर वाहने घेतली जातात. सदर कंपनीचे मुख्य कार्यालय मुंबईमध्ये असून पनवेल, कळंबोली, राजस्थान, गुजरात, दिल्ली आणि बेंगलोर या ठिकाणी शाखा व विभागीय कार्यालये आहेत.

संचालकांपैकी आरोपी विमल अगरवाल हे बेंगलोर येथे रहावयास आहेत तर संचालक गिरीष अगरवाल हे दिल्ली येथे रहावयास आहेत. ते दोघेही नात्याने फिर्यादी यांचे चुलतभाऊ आहेत. त्यांचे दिवंगत वडील कै. जगदीशप्रसाद अगरवाल हे फिर्यादी यांच्या वडीलांचे सख्खे मोठे भाऊ होते. कै. जगदीशप्रसाद अगरवाल यांच्या मृत्यु नंतर विमल अगरवाल आणि गिरीष अगरवाल यांची परस्परातील सहमती नुसार सुप्रिम ट्रान्सपोर्ट कंपनीमध्ये संचालक म्हणून नियुक्ती करण्यात आली आहे. ते दोघेही प्रत्येक महीन्यातील काही दिवस मुंबईमध्ये राहून कंपनीच्या दैनंदिन कामकाजात सहभागी होत असत.

सुप्रिम ट्रान्सपोर्ट प्रा लि. ही कंपनी तोटयात व्यवसाय करीत असल्यामुळे सन-२०१२ साली अगरवाल कुटुंबातील समझौत्या नुसार फिर्यादी यांची सदर कंपनीमध्ये कार्यकारी संचालक आणि अध्यक्ष म्हणून नेमणुक करण्यात आली आहे. तेव्हापासून दोन्ही कंपनीचा व्यवसाय एकत्रीतरित्या वर नमुद पत्त्यावरील कंपनीच्या कार्यालयातून फिर्यादी यांच्या देखरेखीखाली करण्यात येत आहे. संगीता एव्हिएशन या कंपनीच्या विरूध्द थकबाकी देय असल्याकारणाने एका कंपनीने एन.सी. एल.टी. येथे इन्सॉल्व्हन्सी पीटीशन दाखल केले होते. त्यानुसार मा. एन.सी.एल.टी. प्राधिकरणाने संगीता एव्हिएशन या कंपनीस दिनांक १०/०८/२०२१ रोजी दिवाळखोर म्हणून घोषित केले आहे. त्याविरूध्द कंपनीच्या वतीने अपीलिय प्राधिकरणाकडे दाद मागण्यात आली असून त्याची सुनावणी चालू आहे. त्यामुळे संगीता एव्हिएशन या कंपनीच्या सर्व आर्थिक व्यवहारांवर मा. एन.सी.एल.टी. प्राधिकरणाने नेमलेले आय. आर. पी. श्री बिजेंद्र झा यांची देखरेख आहे.

सन-२०१४ मध्ये फिर्यादी यांच्या कंपनीमध्ये आरोपी वरुण रमेश काकरीया, रा.ठी. बि विंग, शरयु बिल्डींग, सुचीधाम, फिल्म सिटी रोड, मालाड (पुर्व), मुंबई याची नेमणुक सदर कंपनीमध्ये सहाय्यक म्हणून करण्यात आली होती.

सन-२०१६ साली फिर्यादी यांच्या कंपनीमध्ये आरोपी कमलेश भैरव-तातावत, रा.ठी. ८९/डी, नारायण विहार-१, जगन्नाथपुर, संगानेर, जयपुर, राजस्थान याची चिफ फायनान्स ऑफिसर (सी.एफ.ओ.) म्हणून नियुक्ती केली होती. तसेच त्याचा चुलतभाऊ मुकेश भैरव तातावत याची नियुक्ती चिफ ऑपरेशन ऑफिसर म्हणून केली होती.

दोन्ही कंपन्या वेळोवेळी सरकारच्या विविध खात्यातर्फे जाहीर करण्यात आलेल्या प्रकल्पात ठेकदार म्हणून सहभागी होत असतात. सदर कंत्राट मिळविण्या करीता करावयाची संपुर्ण प्रक्रीया, त्या करीता आवश्यक असलेले सर्व कागदोपत्री व्यवहार, वेळोवेळी संबधीत सरकारी अधिकाऱ्यांसमवेत संपर्क ठेवणे, कंत्राट पुर्ण करण्याकरीता विविध व्यवसायीकांची मदत घेणे, कंत्राटाप्रमाणे नेमुन दिलेले काम पुर्ण

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करणे, सरकारी कार्यालयातुन येणे असलेल्या रकमेचा पाठपुरावा करणे, कंपनी तर्फे विविध व्यवसायीकांना देय असलेली रक्कम अदा करणे इत्यादी अनेक कार्य व्यवसायानिमित्त करावी लागतात. या सर्व कामाची जबाबदारी कमलेश तातावत आणि वरुण काकरीया यांच्यावर सोपविण्यात आली होती, त्या प्रमाणे ते दोघेजण कंपनीतील कामकाज करित होते.

फिर्यादीचे पुर्वीचे मित्र स्वप्नील चव्हाण आणि अतुल पांडे हे सुध्दा वर नमुद पत्त्यावरील कंपनीच्या कार्यालयात नेहमी येत-जात होते. दोन्ही कंपनीचे एच. डी.एफ.सी बँक, बँक ऑफ इंडिया, पंजाब नॅशनल बँक, सिटी बँक, डी.सी.बी बँक इत्यादी बँकेमध्ये खाते आहेत. सदर बँक खात्याचा तपशील खालील प्रमाणे आहे.

	Bank Name	Account Number
M/s Supreme Transport Origination Pvt. Limited	HDFC	10452840000014
	HDFC	03302840000157
	HDFC	01662840000470
	HDFC	03302840000140
	HDFC	04072840000053
	HDFC	00602340000085
	PNB	10451131002901
	BOI	843720110000498
	BOI	004420110000823

	Bank Name	Account Number
M/s Sangeeta Aviation Services Pvt. Ltd	Development Credit Bank (Customer ID 102173678)	00421300002745
	HDFC	50200008133578
	Citi Bank	0060246114
	Punjab National Bank	10454015001858

तसेच कंपनीच्या व्यवहारातील सुलभते करीता फिर्यादी यांचे व्यक्तीगत बँक खाती देखील कंपनीच्या कार्यालयातुन वेळोवेळी वापरण्यात येत असतात. फिर्यादी यांच्या वैयक्तिक बँक खात्याचा तपशील खालील प्रमाणे

	Bank Name	Account Number
Mr. Ammeet K. Agarwal	Development Credit Bank	00410200001403
	PNB	10452191004874

वर नमुद केलेली सर्व बँक खाती व्यवहारीक सुलभते करीता नेट बँकींगच्या माध्यमातुन वापरली जातात. उपरोक्त बँक खात्यापैकी सुप्रिम ट्रान्सपोर्ट प्रा लि कंपनीच्या HDFC बँकेतील सर्व खात्यांचा रजिस्टर्ड ईमेल आयडी girish@stopl.in आणि रजिस्टर्ड मोबाईल क्रमांक 9311701121 असा असुन सदरचा ईमेल आय डी

आणि मोबाईल नंबर श्री. गिरीष अग्रवाल यांच्या व्यक्तिगत वापरात आहे. तसेच इतर सर्व बँक खात्याचा रजिस्टर्ड ईमेलय आय.डी. kamlesh@supremeaviation.com आणि रजिस्टर्ड मोबाईल नंबर 8078655144 असा असून तो कमलेश तातावत यांच्या व्यक्तिगत वापरात आहे. फिर्दादी यांना कंपनीच्या कामासाठी सतत पदेशात तसेच भारतातील विविध भागात जावे लागते, त्यामुळे फिर्दादीस कंपनीच्या दैनंदिन आर्थिक व्यवहाराचे कामकाज पाहणे शक्य नसल्यामुळे त्यांनी दोन्ही कंपनीच्या सर्व आर्थिक व्यवहाराची तसेच फिर्दादी यांच्या वैयक्तिक बँक खात्यातील ऑनलाईन/ऑफलाईन व्यवहाराची संपुर्ण जबाबदारी सी.एफ.ओ कमलेश तातावत यांच्यावर सोपवली होती. तसेच कमलेश तातावत याला कंपनीच्या कामकाजा करिता एक स्वतंत्र लॅपटॉप आणि संगणक देण्यात आलेला होता.

फिर्दादी, जुलै-२०२२ मध्ये कंपनीच्या आर्थिक व्यवहाराचा आढावा घेत असताना त्यांना काही माहिती आवश्यक असल्याने त्यांनी कमलेश आणि वरुण यांना कंपनीला येणे असलेल्या रकमेचा तपशील मागीतला होता. त्यावेळी निष्पन्न लिमिटेड कंपनीकडून काही रक्कम येणे बाकी असल्याचे समजले. त्यामुळे फिर्दादी यांनी स्वतः जुलै ते सप्टेंबर-२०२२ मध्ये निष्पन्न कंपनीच्या संबंधित अधिकाऱ्यांना अनेकवेळा ईमेल पाठवून कंपनीची देय असलेली रक्कम लवकरात लवकर अदा करावी अशी विनंती केली होती. बऱ्याच प्रयत्नानंतर दिनांक २६/०८/२०२२ रोजी निष्पन्न लिमिटेड कंपनीच्या पदाधिकाऱ्यांनी फिर्दादी यांना ईमेल पाठवून फिर्दादी यांच्या कंपनीला देय असलेली रक्कम कंपनीच्या BOI A/C No 843720110000498 मध्ये ट्रान्सफर केली असल्याचे कळविले होते.

फिर्दादी यांनी नमुद BOI बँक खात्याचे स्टेटमेंट प्राप्त करून त्याचे अवलोकन केले असता दिनांक २६/०७/२०२२ रोजी निष्पन्न लिमिटेड कंपनीकडून एकुण ०३,२२,६१६/- एवढी रक्कम प्राप्त झाली असल्याचे आढळून आले. परंतु दिनांक २७/०७/२०२२ रोजी एकुण ०३,२३,२७८/- एवढी रक्कम कंपनीचे संचालक विमल अग्रवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आली असल्याचे आढळून आले.

सदर वेळी फिर्दादी परदेशात असल्यामुळे त्यांनी सी.एफ.ओ. श्री. कमलेश तातावत यांच्याशी संपर्क साधून त्यांच्याकडे विमल अग्रवाल यांना दिनांक २७/०७/२०२२ रोजी करण्यात आलेल्या पेमेंट बाबत विचारणा केली, परंतु त्याने काणेतीही समाधानकारक माहिती दिली नाही.

सबब फिर्दादी यांनी विलम अग्रवाल यांच्याशी संपर्क केला परंतु त्याने फिर्दादी यांना कोणतीही समाधान कारक माहिती दिली नाही. त्यानंतर कमलेश तातावत आणि वरुण काकरीया यांनी अचानक कंपनीच्या ऑफिसमध्ये येणे बंद केले.

विमल अग्रवाल व कमलेश तातावत यांच्या एकंदरीत वर्तणुकीवरून त्यांनी कंपनीमध्ये काहीतरी आर्थिक गैरव्यवहार केला असावा अशी शंका आल्यामुळे फिर्दादी यांनी परदेशातून भारतात आल्यानंतर कंपनीचे चार्टर्ड अकाऊंटंट श्री. गिरीष मुंदडा यांना दिनांक ०६/०९/२०२२ रोजी लेखी पत्र पाठवून कंपनीच्या बँक खात्यांची तसेच आर्थिक व्यवहाराची चौकशी/छाननी करून त्याबाबतचा त्यांचा निष्कर्ष कळविण्याची विनंती केली होती. त्या प्रमाणे त्यांनी फिर्दादीच्या कंपनीच्या आर्थिक व्यवहाराची तपासणी करून त्यांचा अहवाल दिनांक ०२/०३/२०२३ रोजी दिला आहे.

सुप्रीम ट्रान्सपोर्ट, संगीता एव्हीएशन आणि फियरिदी यांच्या वैयक्तिक बँक खात्याची माहिती (उपरोक्त नमुद) व संबंधीत खात्यांचे बँक स्टेटमेंट प्राप्त करून त्याचे अवलोकन केले असता भाडे आणि वेतनाच्या नावाखाली सुप्रीम ट्रान्सपोर्ट कंपनी व संगीता एव्हीएशन या कंपन्यांच्या बँक खात्यातून आणि फियरिदीच्या वैयक्तिक बँक खात्यातून खालील व्यक्तींच्या बँक खात्यांमध्ये एकुण ६,२७,३६,१८०/- एवढी रक्कम ट्रान्सफर झाली असल्याचे आढळून आले. सदर व्यक्तीची नावे व त्यांच्या बँक खात्याची माहिती खालील प्रमाणे आहे.

- १) आरोपी विमल अग्रवाल यांचे HDFC Bank A/c No 02721000019875 या खात्यामध्ये दिनांक ०३/०४/२०१८ ते दिनांक ०९/०७/२०२२ या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. १,८६,२६,९०८ , संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. १३,९३,२५० आणि अमित अग्रवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित ०२,०८,२०,१५८/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.
- २) श्रीमती नुपूर विमल अग्रवाल यांचे HDFC Bank A/c No 02721000018984 या खात्यामध्ये दिनांक १६/०१/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. २२,१४,८२४ , संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. ८,१७,६०० आणि अमित अग्रवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित ३८,३२,४२४/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.
- ३) गिरीष जगदीशप्रसाद अग्रवाल यांचे HDFC Bank A/c No 02721000019892 या खात्यामध्ये दिनांक २२/०६/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. ११,०५,०७२ , संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. १३,९३,२५० आणि अमित अग्रवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित ३२,९८,३३२/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.
- ४) श्रीमती समीक्षा गिरीष अग्रवाल यांचे HDFC Bank A/c No 02721000070214 या खात्यामध्ये दिनांक २२/०६/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. ०८,७९,९७० , संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. १०,९५,५०० आणि अमित अग्रवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित २७,७५,४७०/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.
- ५) श्रीमती पिंकी जगदीशप्रसाद अग्रवाल यांचे HDFC Bank A/c No 02721000055437 या खात्यामध्ये दिनांक ०४/०५/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. ११,९४,९७० , संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. ८,७७,१५० आणि अमित अग्रवाल यांच्या खात्यातून रू. ७,८६,६११ अशी एकत्रित २८,५८,७००/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

६) अतुल सुरेद्र पांडे यांचे HDFC Bank A/c No 12111140000459 या खात्यामध्ये दिनांक ३१/०८/२०१९ ते दिनांक १५/१२/२०२१ या कालावधीत एकुण 37,34,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

७) श्रीमती रजनी सुरेद्र पांडे यांचे PNB Bank A/c No 1565000100131966 या खात्यामध्ये दिनांक ०९/१०/२०२० ते दिनांक ०५/१२/२०२० या कालावधीत एकुण 11,00,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर झाले आहेत.

८) स्वप्नील बबन चव्हाण यांचे ICICI Bank A/c No 104401531869 & Axis Bank A/c No 921010008877100 या खात्यामध्ये दिनांक १५/११/२०१९ ते दिनांक २७/१२/२०२१ या कालावधीत एकुण 45,52,400/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

९) श्रीमती स्नेहा बबन चव्हाण यांचे Saraswat Bank A/c No 013200128873557 या खात्यामध्ये दिनांक ०४/०७/२०१९ ते दिनांक ०७/०९/२०२१ या कालावधीत एकुण 47,55,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

१०) तसेच स्वप्नील चव्हाण याने दिनांक ०५/०३/२०१७ रोजी UAE देशात 'पोटोमॅक एव्हीएशन टेक्नॉलाजी' नावाची कंपनी स्थापन केली आहे. तसेच सदर कंपनीच्या 'नुर ट्रेड बँक, यु.ए.ई' येथे बँक खाते उघडले असुन सदर बँक खात्याचा पत्ता मरोळ मरोशी रोड, अंधेरी (पुर्व), मुंबई येथील आहे. तसेच सुप्रीम एव्हीएशन कंपनीच्या बँक खात्यातुन पोटोमॅक कंपनीच्या बँक खात्यामध्ये खालील प्रमाणे रक्कम ट्रान्सफर केली आहे.

Sr. No	Transaction Date	Amount	Value in INR
01	19/04/2017	72,932.15 AED	16,04,500/-
02	19/04/2017	72,983.04 AED	16,05,000/-
		Total	32,09,500/-

११) राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्ये दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकुण 90,85,437/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

१२) राजेश भगवानदास अगरवाल यांच्या मालकीच्या बालाजी एंटरप्रायझेसच्या Bassein Catholic Co-Op Bank Ltd A/c No 012130300000051 या बँक खात्यामध्ये दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकुण 27,14,759/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

वस्तुतः गेली अनेक वर्षे सुप्रिम ट्रान्सपोर्ट व संगीता एव्हीएशन या दोन्ही कंपन्या सातत्याने तोटयात चालविण्यात येत आहेत. त्यामुळे फियरिदी यांनी सन २०१२ सालापासुन ते आजपावेतो कंपनीच्या खात्यामधुन कोणताही आर्थिक मोबदला घेतलेला नाही. तसेच फियरिदीचे वडील श्री कमल अगरवाल, फियरिदीचा सख्खा धाकटा भाउ आकाश अगरवाल यांनीही कोणताही आर्थिक मोबदला घेतलेला नाही. त्यामुळे वर नमुद केल्यानुसार आरोपी विमल अगरवाल आणि इतरांच्या खात्यामध्ये एवढी प्रचंड रक्कम सन २०१८ ते २०२२ या कालावधीत टप्प्या टप्प्याने वळती करण्यामागे त्यांचा लबाडीचा उद्येश असल्याचे स्पष्ट दिसुन येते. तसेच सदरची रक्कम वळती केल्याबाबत फियरिदी यांना सदर कालावधीत कमलेश तातावत यांच्याकडुनही कोणतीही पुर्वकल्पना प्राप्त झालेली नव्हती. त्यावरून विमल अगरवाल आणि इतर लाभार्थी तसेच कमलेश तातावत यांच्यात आपसात संगणमत असल्याचेही स्पष्ट झाले आहे.

फियरिदी यांनी आरोपीशी संपर्क साधण्याचा वारंवार प्रयत्न केला परंतु त्यांनी कोणताही प्रतिसाद दिलेला नाही. उलटपक्षी दिनांक ११/११/२०२२ रोजी विमल अगरवाल व गिरीष अगरवाल यांनी एन.सी.एल.टी (नॅशनल कंपनी लॉ ट्रिब्युनल), मुंबई यांच्याकडे खटला दाखल करुन सदर खटल्यामध्ये दिनांक ०१/०४/२०१९ पासुन सुप्रिम ट्रान्सपोर्ट कंपनीने त्यांना कोणत्याही प्रकारचे मानधन दिले नाही असा दावा केला आहे.

आरोपींनी आणखीन काही रकमेचा अपहार केला असण्याची शक्यता असुन त्या अनुषंगाने कंपनीतील आर्थिक व्यवहाराची बारकाईने छाननी/पडताळणी करण्यात येत आहे. पडताळणी दरम्यान नमुद व्यक्तींनी आणखीन काही रकमेचा अपहार केल्याचे निदर्शनास येताच तात्काळ सहार पोलीस ठाणेस कळविण्यात येईल असे फियरिदी यांनी सांगितले आहे.

अशा प्रकारे सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीचे संचालक (१) विमल अगरवाल व (२) गिरीष अगरवाल आणि सी.एफ.ओ (३) कमलेश भैरव तातावत यांनी एप्रिल-२०१८ ते जुलै-२०२२ या कालावधीत आपसात संगणमत करुन त्यांच्या वैयक्तीक आर्थिक फायद्या करीता भाडे आणि वेतनाच्या नावाखाली सुप्रिम ट्रान्सपोर्ट, संगीता एव्हीएशन या दोन कंपन्यांचे बँक खात्यातुन तसेच फियरिदी यांच्या वैयक्तीक बँक खात्यातुन एकुण रुपये ६,२७,३६,१८०/- एवढी रक्कम (१) विमल अगरवाल (२) नुपर अगरवाल (३) गिरीष अगरवाल (४) समीक्षा अगरवाल (५) पिंकी अगरवाल (६) स्वप्नील चव्हाण (७) स्नेहा चव्हाण (८) अतुल पांडे (९) रजनी पांडे, (१०) रजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करुन एकुण ६,२७,३६,१८०/- एवढ्या रकमेचा अपहार करुन फियरिदी यांची फसवणुक केली असल्याचे स्पष्ट झाल्यानंतर फियरिदी यांनी दिलेल्या तक्रारीवरुन सदरचा गुन्हा नोंद करण्यात आला आहे.

तपास :-

१) गुन्हा नोंद केल्यानंतर फौ.दं.प्र.सं. कलम ९१ अन्वये खालील बँक खात्यांचे स्टेटमेंट मागविण्यात आले.

फिर्यादी यांच्या कंपनीच्या बँक खात्याची माहिती.

Sr. No	Bank Name	Account Number	Account Name
01	HDFC	10452840000014	M/s Supreme Transport Origination Pvt. Limited
02	HDFC	03302840000157	As above
03	HDFC	01662840000470	As above
04	HDFC	03302840000140	As above
05	HDFC	04072840000053	As above
06	HDFC	00602340000085	As above
07	BOI	843720110000498	As above
08	BOI	004420110000823	As above
09	PNB	10451131002901	As above
10	DCB	00421300002745	M/s Sangeeta Aviation Services Pvt. Ltd
11	HDFC	50200008133578	As above
12	Citi Bank	0060246114	As above
13	PNB	10454015001858	As above
14	DCB	00410200001403	Mr. Ammeet K. Agarwal
15	PNB	10452191004874	Mr. Ammeet K. Agarwal

तसेच गुन्ह्यातील आरोपींच्या खालील नमुद बँक खात्याचे बँक स्टेटमेंट प्राप्त करण्यात आलेले आहे. आरोपींच्या बँक खात्याचा तपशील खालील प्रमाणे आहे.

Sr. No	Bank Name	A/C No.	A/C Name
01	HDFC	02721000019875	Vimal Agarwal
02	HDFC	02721000018984	Nupur Agarwal
03	HDFC	02721000019892	Girish Agarwal
04	HDFC	02721000070214	Samixa Agarwal
05	HDFC	02721000055437	Pinky Agarwal
06	HDFC	12111140000459	Atul Pandey
07	ICICI	104401531869	Swapnil Chavan
08	Saraswat	013200128873557	Sneha Chavan
09	PNB	1565000100131966,	Rajni Pandey
10	Axis	921010008877100	Swapnil Chavan

२) फिर्यादीने त्यांच्या जबाबात सांगितल्याप्रमाणे सदर गुन्ह्यातील अपहाराची एकुण रक्कम रुपये 06,27,36,180/- एवढी आहे. फिर्यादी व आरोपींच्या बँक खात्यांच्या स्टेटमेंटचे अवलोकन केले असता एकुण 05,95,65,283/- एवढी रक्कम फिर्यादी व त्यांच्या कंपनीच्या बँक खात्यातून आरोपींच्या बँक खात्यामध्ये ट्रान्सफर झाल्याच्या नोंदी तपासात निष्पन्न झाल्या आहेत.

“५”

३) आरोपी अतुल सुरेद्र पांडे यांच्या HDFC Bank A/c No 12111140000459 या खात्यामध्ये दिनांक ३१/०८/२०१९ ते दिनांक १५/१२/२०२१ या कालावधीत एकूण 37,34,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर झालेली आहे.

४) आरोपी अतुल सुरेद्र पांडे यांच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आलेल्या रकमेचा तपशील खालीलप्रमाणे :

A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातुन आरोपी अतुल पांडे यांच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

Nil

B) संगीता एव्हीएशन कंपनीच्या बँक खात्यातुन आरोपी अतुल पांडे यांच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From DCB Bank A/c No 00421300002745 to Atul Pandey Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	31/08/2019	NEFT	2,00,000
02	06/09/2019	NEFT	1,00,000
03	09/09/2019	NEFT	1,00,000
04	14/09/2019	NEFT	1,00,000
05	21/10/2019	NEFT	1,50,000
06	23/10/2019	NEFT	50,000
07	14/11/2019	NEFT	50,000
08	15/06/2021	NEFT	1,00,000
09	31/07/2021	NEFT	25,000
10	07/08/2021	NEFT	50,000
		Total	9,25,000/-

From HDFC Bank A/c No 50200008133578 to Atul Pandey Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	23/11/2021	NEFT	17,48,000
02	23/11/2021	NEFT	8,91,000
		Total	26,39,000/-

C) अमीत आग्रवाल यांच्या बँक खात्यातुन आरोपी अतुल पांडे यांच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From DCB A/c No 00410200001403 to Atul Pandey Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	27/08/2021	NEFT	70,000
		Total	70,000/-

From PNB A/c No 10452191004874 to Atul Pandey Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	15/12/2021	NEFT	1,00,000
		Total	1,00,000/-

A	Nil
B	35,64,000
C	1,70,000
Total	37,34,000

५) आरोपीच्या बँक खात्यावर ट्रान्सफर झालेल्या वरील रकमेच्या नोंदी कंपनीच्या अकाऊंट्स बुक मध्ये (कंपनीच्या हिशोबात) मिळून आलेल्या नाहीत याबाबत कंपनीचे सी.ए. श्री गिरीष मुंदडा यांनी अहवाल दिला आहे.

६) फिर्दादीची कंपनी सुप्रिम ट्रान्सपोर्ट व संगिता एव्हिएशन यांच्या बँक खात्यापैकी HDFC बँकेच्या खात्याचा अॅक्सेस ( अॅथोराईज्ड सिग्नेटरी ) हा आरोपी विमल अगरवाल यांचे सहकारी आरोपी गिरीष अगरवाल यांच्याकडे होता तर उर्वरित बँक खात्याचा अॅक्सेस ( अॅथोराईज्ड सिग्नेटरी ) हा कंपनीचे सी.एफ.ओ. कमलेश तातावत यांच्याकडे होता. यावरून आरोपी विमल अगरवाल व गिरीष अगरवाल यांनी कंपनीचे सी.एफ.ओ. कमलेश तातावत याच्याशी पुर्वनियोजित कट रचून वरीलप्रमाणे मोठया रकमेचा अपहार केला असल्याचे तपासात निष्पन्न झाले आहे.

८) गुन्ह्यातील आरोपींनी फिर्दादीची फसवणुक करून त्यांच्या कंपनीतुन तसेच फिर्दादीच्या वैयक्तिक बँक खात्यातुन मोठया रकमेचा अपहार केल्याची पडताळणी झाल्यानंतर खालील नमुद आरोपींची बँक खाती ही गोठविण्यात आली असुन फो.दं. प्र.सं. कलम १०२ अन्वये याबाबतची माहीती मा. महानगर दंडाधिकारी, ६३ वे न्यायालय, अंधेरी पुर्व, मुंबई यांना देखील सदरची माहीती पत्राद्वारे कळविण्यात आली आहे.

गोठविण्यात आलेल्या आरोपींच्या बँक खात्याचा तपशील खालील प्रमाणे आहे.

Sr. No	Bank Name	Account Numbers	Account holder Names
01	HDFC	02721000019875	Vimal Agarwal
02	HDFC	02721000018984	Nupur Agarwal
03	HDFC	02721000019892	Girish Agarwal
04	HDFC	02721000070214	Samixa Agarwal
05	HDFC	02721000055437	Pinky Agarwal
06	ICICI	104401531869	Swapnil Chavan
07	Axis	921010008877100	Swapnil Baban Chavan
08	Saraswat	013200128873557	Sneha Baban Chavan
09	HDFC	12111140000459	Atul Pandey
10	PNB	1565000100131966,	Rajni Surendra Pandey
11	ICICI	623501540474	Rajesh Agarwal

९) यातील अर्जदार आरोपी व पाहीजे आरोपी हे एकमेकांचे नातेवाईक असून त्यांचे फिर्यादीशी नाते खालीलप्रमाणे आहे.

- पाहीजे आरोपी विमल अगरवाल व गिरीष अगरवाल हे फिर्यादीचे चुलत भाउ आहेत.
- पाहीजे आरोपी नुपूर अगरवाल ही आरोपी विमल अगरवाल यांची पत्नी आहे.
- पाहीजे आरोपी समिक्षा अगरवाल ही गिरीष अगरवाल यांची पत्नी आहे.
- पाहीजे आरोपी पंकी अगरवाल ही फिर्यादी यांची चुलत बहीण असून विमल व गिरीष अगरवाल यांची सख्खी बहीण आहे.
- पाहीजे आरोपी कमलेश भैरव तातावत हा फिर्यादीच्या कंपनीतील कर्मचारी आहे.
- पाहीजे आरोपी अतुल पांडे व स्वप्नील चव्हाण हे फिर्यादीचे मित्र आहेत.
- पाहीजे आरोपी रजनी पांडे ही अतुल पांडे यांची आई तर पाहीजे आरोपी स्नेहा चव्हाण ही स्वप्नील चव्हाण यांची आई आहे.
- अर्जदार आरोपी हा आरोपी विमल व गिरीष अगरवाल यांचा मेव्हणा आहे.

१०) आरोपी स्नेहा चव्हाण, रजनी पांडे, स्वप्नील चव्हाण, व अतुल पांडे यांना देखील ते कंपनीमध्ये कोणतेही पद भुषवीत नसतानाही, किंवा त्यांनी कंपनीला कोणत्याही प्रकारची सेवा दिलेली नसतानाही त्यांच्या बँक खात्यामध्ये कंपनीचे पैसे ट्रान्सफर केले असल्याचे निष्पन्न झालेले आहे.

**अर्जदार आरोपीचा अटकपूर्व जामिन अर्ज नामंजुर होण्याची कारणे खालीलप्रमाणे —**

१) अर्जदार आरोपीने फिर्यादीच्या कंपनीच्या बँक खात्यातून एकुण रूपये 37,34,000/- एवढी रक्कम तिच्या बँक खात्यामध्ये ट्रान्सफर करून अपहार केला असल्याचे अर्जदार आरोपीच्या बँक खात्याच्या पडताळणीत निष्पन्न झाले आहे.

२) परंतु सदर रक्कम अर्जदार आरोपीने कोणत्या कारणासाठी वापरली याबाबत कोणतीही समर्पक माहिती आरोपीने त्याच्या अटकपूर्व जामिन अर्जांमध्ये दिलेली नाही

३) अर्जदार आरोपीने अपहार केलेल्या रकमेची त्याने कोठे विल्हेवाट लावली याबाबतचे सत्य अर्जदार आरोपी लपवीत असून त्यामुळे तपासात अडथळा निर्माण करणे हा त्याचा उद्येश असल्याचे दिसून येत आहे.

४) सदर आरोपीला अटकपूर्व जामिन मंजुर झाल्यास त्याचा वापर गुन्ह्यातील उर्वरित पाहीजे आरोपींना देखील अटकपूर्व जामिन मंजुर करण्याकरीता केला जावु शकतो (law of parity).

५) जर अर्जदार आरोपीस अटकपूर्व जामिन मंजुर झाला तर तो व त्याचे सहकारी पाहीजे आरोपी हे गुन्ह्यातील पुरावे नष्ट करण्याची दाट शक्यता आहे. तसेच नमुद आरोपी हे फरार होवून तपासात अडथळा निर्माण होवु शकतो.

६) नमुद गुन्हयाचा तपासा हा प्राथमिक स्वरूपात असुन तपासाच्या प्रगतीकरीता अर्जदार आरोपीचे custodial interrogation ची आवश्यकता आहे. त्यामुळे अर्जदार आरोपी व इतर आरोपी यांचा फसवणुक व अपहार करण्यापलीकडील कट उघडकीस आणण्यास मदत होईल.

७) अर्जदार आरोपी समीक्षा अगरवाल व इतर पाहीजे आरोपी यांनी पुर्व नियोजीत कट रचुन सन-२०१८ ते सन-२०२२ या कालावधीत फिर्यादी व त्यांच्या दोन्ही कंपनीचा पैसा स्वतःच्या बँक खात्यामध्ये वळता करुन जवळपास ६ कोटी पेशाही जास्त रकमेचा अपहार केलेला आहे.

८) गुन्हयाच्या तपासात अर्जदार आरोपी अतुल सुरेद्र पांडे याने अपहार केलेली एकुण रक्कम रुपये 37,34,000/- हस्तगत करणे आहे.

९) अर्जदार आरोपीच्या बँक खात्याच्या पडताळणीवरून त्याने अपहार केलेली सर्व रक्कम तात्काळ काढुन घेवुन इतर ठिकाणी, शेअर्समध्ये, फिक्स डिपॉझिट वा अन्यत्र ठिकाणी गुंतवली असुन याबाबत आरोपीकडुन माहीती प्राप्त करुन सदर रक्कम हस्तगत करणेकरीता आरोपीच्या पोलीस कोठडीची आवश्यकता आहे.

१०) आरोपी अतुल सुरेद्र पांडे याने इतर आरोपींच्या सहाय्याने अपहारीत रकमेतुन स्थावर किंवा जंगम मालमत्ता खरेदी केली असण्याची अथवा आणखी इतर ठिकाणी गुंतवणुक केली असण्याची शक्यता असुन त्याबाबत तपास चालु आहे.

११) आरोपी अतुल सुरेद्र पांडे याने अपहार केलेल्या रकमेची विल्हेवाट लावण्यासाठी त्याच्या कुटुंबातील सदस्याचा देखील सहभाग असल्याचे तपासात निष्पन्न झाले असुन त्या अनुषंगाने तिच्याकडे तपास करणे आहे.

१२) अर्जदार आरोपी अतुल पांडे याला अटक पुर्व जामीन मंजुर झाल्यास सदर गुन्हयातील अपहाराची मालमत्ता हस्तगत करणे शक्य होणार नाही.

१३) अर्जदार आरोपी अतुल पांडे याच्याकडे गुन्हयातील इतर आरोपी बाबत तपास करुन त्याच्या मदतीने इतर पाहीजे आरोपींचा तपास करुन त्यांना अटक करणे आहे.

१४) सदर गुन्हयामध्ये आरोपी गिरीष अगरवाल व स्वप्नील बबन चव्हाण यांना दिनांक १५/०६/२०२३ रोजी अटक करण्यात आलेले असुन ते सध्या न्यायालयीन कोठडीत आहेत.

तरी पाहीजे आरोपी अतुल सुरेद्र पांडे याला अटक पुर्व जामीन मंजुर होण्यास पोलीसांची सक्त हरकत आहे.



आपला विश्वासु

  
(संदीप शिंदे)

सहाय्यक पो. निरीक्षक  
सहार पोलीस ठाणे, मुंबई

**FINAL REPORT FORM.**

From: 5-A.

अंतिम अहवाल नमुना

(Under Section 173 Cr.P.C.)

(फौजदारी प्रकिया संहितेच्या कलम १७३ अन्वये)

**\* IN THE COURT OF मा. महानगर दंडाधिकारी, ६५ वे न्यायालय, अंधेरी, मुंबई**  
न्यायालय.....

1. \* Dist **मुंबई** \*P.S. **सहार** \*Year **२०२३** \*FIR No **१५५** \*Date **२५/०४/२०२३**  
जिल्हा पोलीस ठाणे सन पहिली खबर क्र. तारीख

2. Final Report /Charge Sheet No ..... 3.\* Date .....  
अंतिम अहवाल/आरोपपत्र क्रमांक तारीख

3. (i) \*Act **भादवि** \*Section **१२०(ब),४०८,४०९,४७७(अ),४२०,३४** भादवि  
अधिनियम कलम  
(iii) \*Act..... \*Section-----  
अधिनियम कलम  
(iv) \*Act..... \*Section-----  
अधिनियम कलम

4. \*Type of Final Form/Report: Charge Sheet/Not Charge sheeted for want of evidence /FR  
Undetected/ FR offence abated/FR Uncured :.....

अंतिम अहवालाचा प्रकार : आरोपपत्र दाखल केले/पुरव्या अभावी आरोपपत्र दाखल केले नाही/तपास लागला नाही/शोध लागला नाही/संपविला/घडलाच नाही.

..... आरोपपत्र दाखल केले .....

5. If FR Uncured: False/Mistake of Fact/Mistake of Law/ Non-cognizable/Civil

Nature:.....  
जर अंतिम अहवालाचा प्रकार घडलाच नाही: खोटी/वास्तुस्थितीची चूक/कायद्याची चूक/अदखलपात्र/दिवाणी स्वरूप

6. \*If Chargesheeted- ( जर आरोपपत्र ठेवले ) :

Original/Supplementary (मुळ/पुरवणी): .....मुळ.....

7 \*Name of the I.O.: **संदीप लक्ष्मण शिंदे** Rank:..... **सहाय्यक पो. निरीक्षक** No .....  
तपासणी अधिकाऱ्याचे नांव पदनाम क्रमांक

8 (a) Name of Complainant/Informant **श्री. अमीत अगरवाल** .....  
तक्रारदायचे / खबरीचे नांव

(b) Father's/Husband's NAME:..... **कमल अगरवाल** .....  
पित्याचे / पतीचे नांव

9. Details of Properties/Articles/Documents/seized during investigation and relied upon:  
(separate list can be attached if necessary)

तपासणीच्या वेळी परत मिळविलेल्या/जप्त केलेल्या आणि अवलंबून राहिलेल्या मालमत्तेचा/वस्तुचा तपसील  
(आवश्यक असेल तर स्वतंत्र यादी सोबत जोडण्यात येईल)

Sr.No अ.क्र	Property Description मालमत्तेचे वर्णन	Estimated Value(in Rs.) अंदाजे मुल्य (रूपये)	P.S.Property Register No. पोलीस ठाणे मालमत्ता नोंद वही क्रमांक	From whom/ where Registered or Seized (कोणकडून/कोतुन परत मिळविलेली किंवा जप्त केली)	Disposal विल्हेवाट

(G.C.P.) K 2297

Form: 5-B

10. Particulars of accused persons charge-sheeted (use separate sheet for each accused):

आरोपपत्र ठेवलेल्या आरोपीचा तपशील ( प्रत्येक आरोपीसाठी स्वतंत्र कागद वापरावा)

- (1) \* Name: गिरीषकुमार जगदीशप्रसाद अग्रवाल Whether verified:... होय...  
नांव पडताळले किंवा काय
- (2) Father`s/Husband`s Name:... जगदीशप्रसाद अग्रवाल .....
- (3) पित्याचे /पतीचे नांव
- (4) Date/Year of Birth :जन्म तारीख / .. ४० वर्षे.....
- (5) Sex:.....पुरुष ..... (v).Nationality:... भारतीय.....  
लिंग राष्ट्रीयत्व
- (6) Passport No: Date of Issue: Place of Issue.  
पारपत्र क्र. दिल्याची ताराख दिल्याचे ठिकाण
- (7) Religion:...हिंदु.....(viii)Whether SC/ST:.....  
धर्म अनुसूचित जातीचा/जमातीचा आहे काय
- (8) Occupation (व्यवसाय).....
- (9) Address (पत्ता) ... ए-४० केवळ कुंज अपार्टमेंट, सेक्टर-१३, रोहीणी,  
डी.डी. क्लब जवळ, दिल्ली-११००८५
- (10) Whether verified (पडताळला किंवा काय):...नाही.....
- (11) \*Provisional Criminal No( तपत्पुरता गुन्हेगार क्र.):... ०१.....
- (12) \*Regular Criminal No(if known) नियमित गुन्हेगार क्र. ( माहित असल्यास ):
- (13) \*Date of Arrest (अटकेची तारीख):...१५ / ०६ / २०२३.....
- (14) Date of release on bail (जामीनावर सोडल्याची तारीख):.....
- (15) \*Date on which forwarded to court (न्यायालयाकडे पाठविल्याची तारीख): ...१६ / ०६ / २०२३.....
- (16) \*Under Acts& Sections: .. १२०(ब),४०८,४०९,४७७(अ),४२०,३४ भादवि  
कोणत्या अधिनियमाखाली व कलमाखाली
- (17) \*Name(s) of bailers/sureties and Address(es):.....  
जामीनदारांची नावे पत्ते
- (18) Previous convictions with case references(प्रकरणाच्या संदर्भासह पुर्वीची अपराधसिध्दी ).....
- (19) \*Status of the accused :(आरोपीची स्थिती )... न्यायालयीन कोठडीत आहे.  
Forwarded/Bailed by Police Custody/Bailed by Court/In Judicial Custody/  
Absconding/Proclaimed Offender:  
पुढे पाठविले पोलीसांनी जामीनावर सोडले/पोलीस कोठडीत/न्यायालयाने जामीनावर सोडले/न्यायालयीन  
कोठडीत/फरारी उद्घोषित.

## 10. Particulars of accused persons charge-sheeted (use separate sheet for each accused):

आरोपपत्र ठेवलेल्या आरोपीचा तपशील ( प्रत्येक आरोपीसाठी स्वतंत्र कागद वापरावा)

- (1) \* Name: स्वप्नील बबन चव्हाण, Whether verified:... होय...  
नांव पडताळले किंवा काय
- (2) Father's/Husband's Name:... बबन चव्हाण .....
- (3) पित्याचे /पतीचे नांव
- (4) Date/Year of Birth :जन्म तारीख / .. ३४ वर्षे.....
- (5) Sex:.....पुरुष ..... (v).Nationality:... भारतीय.....  
लिंग राष्ट्रीयत्व
- (6) Passport No: Date of Issue: Place of Issue.  
पारपत्र क्र. दिल्याची तारीख दिल्याचे ठिकाण
- (7) Religion:...हिंदु.....(viii)Whether SC/ST:.....  
धर्म अनुसूचित जातीचा/जमातीचा आहे काय
- (8) Occupation (व्यवसाय).....
- (9) Address (पत्ता) ... चव्हाण हाऊस, मरोळ मरोशी रोड, आय.सी.आय.सी.आय बँक,  
लोकदर्शन समोर, अंधेरी (पुर्व), मुंबई-४०००५९
- (10) Whether verified (पडताळला किंवा काय):... नाही.....
- (11) \*Provisional Criminal No( तपत्पुरता गुन्हेगार क्र.):...०२.....
- (12) \*Regular Criminal No(if known) नियमित गुन्हेगार क्र. ( माहित असल्यास ):
- (13) \*Date of Arrest (अटकचे तारीख):... १५ / ०६ / २०२३.....
- (14) Date of release on bail (जामीनावर सोडल्याची तारीख):.....
- (15) \*Date on which forwarded to court (न्यायालयाकडे पाठविल्याची तारीख): ...१६ / ०६ / २०२३.....
- (16) \*Under Acts& Sections: .. १२०(ब),४०८,४०९,४७७(अ),४२०,३४ भादवि  
कोणत्या अधिनियमाखाली व कलमाखाली
- (17) \*Name(s) of bailers/sureties and Address(es):.....  
जामीनदारांची नावे पत्ते
- (18) Previous convictions with case references(प्रकरणाच्या संदर्भासह पुर्वीची अपराधसिध्दी ).....
- (19) \*Status of the accused :(आरोपीची स्थिती )... न्यायालयीन कोठडीत आहे.  
Forwarded/Bailed by Police Custody/Bailed by Court/In Judicial Custody/  
Absconding/Proclaimed Offender:  
पुढे पाठविले पोलीसांनी जामीनावर सोडले/पोलीस कोठडीत/न्यायालयाने जामीनावर सोडले/न्यायालयीन  
कोठडीत/फरारी उद्घोषित.

## 11. Particulars of Wanted accused persons:-

पाहीजे आरोपीचा तपशील (प्रत्येक आरोपीसाठी स्वतंत्र कागद वापरावा)

- (1) \*Name: विमलकुमार जगदीशप्रसाद अगरवाल  
नांव Whether verified:.....  
पडताळले किंवा कार्य
- (2) Father's/Husband's Name:.....  
पित्याचे/पतीचे नांव
- (3) Date/Year of Birth (जन्मतारीख/वर्ष):.....
- (4) Sex:..... पुरुष..... (5) Nationality:.... भारतीय.....  
लिंग राष्ट्रीयत्व
- (6) Passport No:.....Date of Issue:.....Place of Issue:.....  
पारपत्र क्र. दिल्याची तारीख दिल्याचे ठिकाण
- (7) Religion:.... (8) Whether SC/ST:.....  
धर्म अनुसुचित जातीचा/जमातीचा आहे का
- (9) Occupation (व्यवसाय): .....
- (10) Address (पत्ता बि-३०६ साईकृपा अलाईट, फर्नस सिटी रोड, दोधन कुंदी,  
आय.डी.बी.आय. बॅके जवळ, बेंगलोर, कर्नाटक-५६००३७
- (11) Whether verified (पडताळला किंवा काय):.....
- (12) \*Provisional Criminal No (तात्पुरता गुन्हेगार क्र.):... ०१ .....
- (13) \*Suspicion Approved (संशय खरा ठरला काय): Yes/No (होय/नाही):.....
- (14) \*Status of the accused (suspect) आरोपीची स्थिती (संशयित):  
Bailed by Police/Bailed by Court/in Judicial Custody/Absconding/  
Proclaimed offender/Not arrested:  
पोलीसांनी जामीनावर सोडले/न्यायालयाने जामीनावर सोडले/न्यायालयीन कोठडी/फरारी/उदघोषित अपराधी/मिळून आला नाही  
.....मिळून आलेला नाही.....
- (15) \*Under Acts& Sections: .....
- कोणत्या अधिनियमाखाली व कलमाखाली  
Any special remarks including reasons for not charge sheeting:  
आरोपपत्र न ठेवण्याच्या कारणांसह कोणतेही विशेष अभिप्राय:.....  
अटकपुर्व जामिन अर्ज मा. उच्च न्यायालयात प्रलंबीत, मा. उच्च न्यायालयाकडून प्राप्त  
आदेशान्वये पुढील कारवाई करून त्याचे विरुद्ध पुरवणी दोषारोपपत्र सादर करण्याची  
तजविज ठेवली आहे.

(G.C.P.) K 2297

Form:5-C

11. Particulars of Wanted accused persons:-

पाहीजे आरोपीचा तपशील (प्रत्येक आरोपीसाठी स्वतंत्र कागद वापरावा)

- (1) \*Name: नुपुर विमलकुमार अगरवाल  
नांव
- (2) Father's/Husband's Name:.....  
पित्याचे/पतीचे नांव
- (3) Date/Year of Birth (जन्मतारीख/वर्ष):.....
- (4) Sex:..... स्त्री.....  
लिंग
- (5) Nationality:... भारतीय.....  
राष्ट्रीयत्व
- (6) Passport No:..... Date of Issue:..... Place of Issue:.....  
पारपत्र क्र. दिल्याची तारीख दिल्याचे ठिकाण
- (7) Religion:... .. (8) Whether SC/ST:.....  
धर्म अनुसुचित जातीचा/जमातीचा आहे का
- (9) Occupation (व्यवसाय): .....
- (10) Address (पत्ता बि-३०६ साईकृपा अलाईट, फर्नस् सिटी रोड, दोधन कुंदी,  
आय.डी.बी.आय. बँके जवळ, बेंगलोर, कर्नाटक-५६००३७
- (11) Whether verified (पडताळला किंचा काय):.....
- (12) \*Provisional Criminal No (तात्पुरता गुन्हेगार क्र.):... ०२.....
- (13) \*Suspicion Approved (संशय खरा ठरला काय): Yes/No (होय/नाही):.....
- (14) \*Status of the accused (suspect) आरोपीची स्थिती (संशयित):  
Bailed by Police/Bailed by Court/in Judicial Custody/Absconding/  
Proclaimed offender/Not arrested:  
पोलीसांनी जामीनावर सोडले/न्यायालयाने जामीनावर सोडले/न्यायालयीन कोठडी/फरारी/उद!षोषित अपराधी/मिळुन आला नाही  
.....मिळुन आली नाही.....
- (15) \*Under Acts& Sections: ..  
कोणत्या अधिनियमाखाली व कलमाखाली  
Any special remarks including reasons for not charge sheeting:  
आरोपपत्र न ठेवण्याच्या कारणांसह कोणतेही विशेष अभिप्राय:.....  
अटकपुर्व जामिन अर्ज मा. उच्च न्यायालयात प्रलंबीत, मा. उच्च न्यायालयाकडून प्राप्त  
आदेशान्वये पुढील कारवाई करून तिचे विरुद्ध पुरवणी दोषारोपपत्र सादर करण्याची  
तजविज ठेवली आहे.

(G.C.P.) K 2297

Form:5-C

11. Particulars of Wanted accused persons:-

पाहीजे आरोपीचा तपशील (प्रत्येक आरोपीसाठी स्वतंत्र कागद वापरावा)

- (1) \*Name: समीक्षा गिरीष अगरवाल  
नांव  
Whether verified:.....  
पडताळले किंवा कार्य
- (2) Father's/Husband's Name:.....  
पित्याचे/पतीचे नांव
- (3) Date/Year of Birth (जन्मतारीख / वर्ष):.....
- (4) Sex:..... स्त्री.....  
लिंग  
(5) Nationality:..... भारतीय.....  
राष्ट्रीयत्व
- (6) Passport No:.....Date of Issue:.....Place of Issue:.....  
पारपत्र क्र. दिल्याची तारीख दिल्याचे ठिकाण
- (7) Religion:..... (8) Whether SC/ST:.....  
धर्म अनुसुचित जातीचा/जमातीचा आहे का
- (9) Occupation (व्यवसाय): .....
- (10) Address (पत्ता ए-४० केवल कुंज अपार्टमेंट, सेक्टर-१३, रोहीणी,  
डी.डी. क्लब जवळ, दिल्ली-११००८५
- (11) Whether verified (पडताळला किंवा काय):.....
- (12) \*Provisional Criminal No (तात्पुरता गुन्हेगार क्र.):... ०३.....
- (13) \*Suspicion Approved (संशय खरा ठरला काय): Yes/No (होय/नाही):.....
- (14) \*Status of the accused (suspect) आरोपीची स्थिती (संशयित):  
Bailed by Police/Bailed by Court/in Judicial Custody/Absconding/  
Proclaimed offender/Not arrested:  
पोलीसांनी जामीनावर सोडले/न्यायालयाने जामीनावर सोडले/न्यायालयीन कोठडी/फरारी/उदाघोषित अपराधी/मिळून आला नाही  
.....मिळून आली नाही.....
- (15) \*Under Acts & Sections: ..  
कोणत्या अधिनियमाखाली व कलमाखाली  
Any special remarks including reasons for not charge sheeting:  
आरोपपत्र न ठेवण्याच्या कारणांसह कोणतेही विशेष अभिप्राय:.....  
अटकपूर्व जामिन अर्ज मा. उच्च न्यायालयात प्रलंबीत, मा. उच्च न्यायालयाकडून प्राप्त  
आदेशान्वये पुढील कारवाई करून तिचे विरुद्ध पुरवणी दोषारोपपत्र सादर करण्याची  
तजविज ठेवली आहे.

(G.C.P.) K 2297

Form:5-C

11. Particulars of Wanted accused persons:-

पाहीजे आरोपीचा तपशील (प्रत्येक आरोपीसाठी स्वतंत्र कागद वापरावा)

- (1) \*Name: पिंगी जगदीशप्रसाद अगरवाल  
नांव
- (2) Father`s/Husband`s Name:.....  
पित्याचे/पतीचे नांव
- (3) Date/Year of Birth (जन्मतारीख/वर्ष):.....
- (4) Sex:..... स्त्री..... (5) Nationality:.... भारतीय.....  
लिंग राष्ट्रीयत्व
- (6) Passport No:.....Date of Issue:.....Place of Issue:.....  
पारपत्र क्र. दिल्याची तारीख दिल्याचे ठिकाण
- (7) Religion:.... (8) Whether SC/ST:.....  
धर्म अनुसुचित जातीचा/जमातीचा आहे का
- (9) Occupation (व्यवसाय): .....
- (10) Address (पत्ता ए-४० केवल कुंज अपार्टमेंट, सेक्टर-१३, रोहीणी,  
डी.डी. क्लब जवळ, दिल्ली-११००८५
- (11) Whether verified (पडताळला किंचा काय):.....
- (12) \*Provisional Criminal No (तात्पुरता गुन्हेगार क्र.):... ०४.....
- (13) \*Suspicion Approved (संशय खरा ठरला काय):Yes/No (होय/नाही):.....
- (14) \*Status of the accused (suspect) आरोपीची स्थिती (संशयित):  
Bailed by Police/Bailed by Court/in Judicial Custody/Absconding/  
Proclaimed offender/Not arrested:  
पोलीसांनी जामीनावर सोडले/न्यायालयाने जामीनावर सोडले/न्यायालयीन कोठडी/फरारी/उद!घोषित अपराधी/मिळून आला नाही  
.....मिळून आली नाही.....
- (15) \*Under Acts& Sections: ..  
कोणत्या अधिनियमाखाली व कलमाखाली  
Any special remarks including reasons for not charge sheeting:  
आरोपपत्र न ठेवण्याच्या कारणांसह कोणतेही विशेष अभिप्राय:.....  
अटकपूर्व जामिन अर्ज मा. उच्च न्यायालयात प्रलंबीत, मा. उच्च न्यायालयाकडून प्राप्त  
आदेशान्वये पुढील कारवाई करून त्याचे विरुद्ध पुरवणी दोषारोपपत्र सादर करण्याची  
तजविज ठेवली आहे.

(G.C.P.) K 2297

Form:5-C

11. Particulars of Wanted accused persons:-

पाहीजे आरोपीचा तपशील (प्रत्येक आरोपीसाठी स्वतंत्र कागद वापरावा)

(1) \*Name: स्नेहा बबन चव्हाण  
नांव

Whether verified:.....  
पडताळले किंवा कार्य

(2) Father's/Husband's Name:.....  
पित्याचे/पतीचे नांव

(3) Date/Year of Birth (जन्मतारीख/वर्ष):.....

(4) Sex:..... स्त्री.....  
लिंग

(5) Nationality:.... भारतीय.....  
राष्ट्रीयत्व

(6) Passport No:..... Date of Issue:..... Place of Issue:.....  
पारपत्र क्र. दिल्याची तारीख दिल्याचे ठिकाण

(7) Religion:.... धर्म (8) Whether SC/ST:.....  
अनुसुचित जातीचा/जमातीचा आहे का

(9) Occupation (व्यवसाय): .....

(10) Address (पत्ता चव्हाण हाऊस, मरोळ मरोशी रोड, आय.सी.आय.सी.आय बँक,  
लोकदर्शन समोर, अंधेरी (पूर्व), मुंबई-४०००५९

(11) Whether verified (पडताळला किंवा काय):.....

(12) \*Provisional Criminal No (तात्पुरता गुन्हेगार क्र.):... ०५.....

(13) \*Suspicion Approved (संशय खरा ठरला काय): Yes/No (होय/नाही):.....

(14) \*Status of the accused (suspect) आरोपीची स्थिती (संशयित):

Bailed by Police/Bailed by Court/in Judicial Custody/Absconding/

Proclaimed offender/Not arrested:

पोलीसांनी जामीनावर सोडले/न्यायालयाने जामीनावर सोडले/न्यायालयीन कोठडी/फरारी/उदघोषित अपराधी/मिळून आला नाही  
.....मिळून आली नाही.....

(15) \*Under Acts& Sections: .....

कोणत्या अधिनियमाखाली व कलमाखाली

Any special remarks including reasons for not charge sheeting:

आरोपपत्र न ठेवण्याच्या कारणांसह कोणतेही विशेष अभिप्राय:.....

अटकपूर्व जामिन अर्ज मा. उच्च न्यायालयात प्रलंबित, मा. उच्च न्यायालयाकडून प्राप्त  
आदेशान्वये पुढील कारवाई करून त्याचे विरुद्ध पुरवणी दोषारोपपत्र सादर करण्याची  
तजविज ठेवली आहे.

## 11. Particulars of Wanted accused persons:-

पाहीजे आरोपीचा तपशील (प्रत्येक आरोपीसाठी स्वतंत्र कागद वापरावा)

- (1) \*Name: अतुल सुरेद्र पांडे  
नांव  
Whether verified:.....  
पडताळले किंवा कार्य
- (2) Father's/Husband's Name:.....  
पित्याचे/पतीचे नांव
- (3) Date/Year of Birth (जन्मतारीख/वर्ष):.....
- (4) Sex:..... पुरुष..... (5) Nationality:... भारतीय.....  
लिंग राष्ट्रीयत्व
- (6) Passport No:.....Date of Issue:.....Place of Issue:.....  
पारपत्र क्र. दिल्याची तारीख दिल्याचे ठिकाण
- (7) Religion:... (8) Whether SC/ST:.....  
धर्म अनुसुचित जातीचा/जमातीचा आहे का
- (9) Occupation (व्यवसाय): .....
- (10) Address (पत्ता फ्लॉट नंबर ७, योगेद्र भवन, जे.बी. नगर, बगाडका कॉलेज जवळ,  
अंधेरी (पूर्व), मुंबई-४०००५९
- (11) Whether verified (पडताळला किंवा काय):.....
- (12) \*Provisional Criminal No (तात्पुरता गुन्हेगार क्र.):... ०६.....
- (13) \*Suspicion Approved (संशय खरा ठरला काय):Yes/No (होय/नाही):.....
- (14) \*Status of the accused (suspect) आरोपीची स्थिती (संशयीत):  
Bailed by Police/Bailed by Court/in Judicial Custody/Absconding/  
Proclaimed offender/Not arrested:  
पोलीसांनी जामीनावर सोडले/न्यायालयाने जामीनावर सोडले/न्यायालयीन कोठडी/फरारी/उदघोषित अपराधी/मिळून आला नाही  
.....मिळून आलेला नाही.....
- (15) \*Under Acts& Sections: ..  
कोणत्या अधिनियमाखाली व कलमाखाली  
Any special remarks including reasons for not charge sheeting:  
आरोपपत्र न ठेवण्याच्या कारणांसह कोणतेही विशेष अभिप्राय:.....  
अटकपूर्व जामिन अर्ज मा. उच्च न्यायालयात प्रलंबीत, मा. उच्च न्यायालयाकडून प्राप्त  
आदेशान्वये पुढील कारवाई करून त्याचे विरुद्ध पुरवणी दोषारोपपत्र सादर करण्याची  
तजविज ठेवली आहे.

(G.C.P.) K 2297

Form:5-C

11. Particulars of Wanted accused persons:-

पाहीजे आरोपीचा तपशील (प्रत्येक आरोपीसाठी स्वतंत्र कागद वापरावा)

(1) \*Name: रजनी सुरेद्र पांडे  
नांव

Whether verified:.....  
पडताळले किंवा कार्य

(2) Father's/Husband's Name:.....  
पित्याचे/पतीचे नांव

(3) Date/Year of Birth (जन्मतारीख/वर्ष):.....

(4) Sex:..... पुरुष.....  
लिंग

(5) Nationality:.... भारतीय.....  
राष्ट्रीयत्व

(6) Passport No:.....Date of Issue:.....Place of Issue:.....  
पारपत्र क्र. दिल्याची तारीख दिल्याचे ठिकाण

(7) Religion:.... धर्म (8) Whether SC/ST:.....  
अनुसुचित जातीचा/जमातीचा आहे का

(9) Occupation (व्यवसाय): .....

(10) Address (पत्ता फ्लॅट नंबर ७, योगेद्र भवन, जे.बी. नगर, बगाडका कॉलेज जवळ,  
अंधेरी (पुर्व), मुंबई-४०००५९

(11) Whether verified (पडताळला किंवा काय):.....

(12) \*Provisional Criminal No (तात्पुरता गुन्हेगार क्र.):... ०७.....

(13) \*Suspicion Approved (संशय खरा ठरला काय):Yes/No (होय/नाही):.....

(14) \*Status of the accused (suspect) आरोपीची स्थिती (संशयीत):

Bailed by Police/Bailed by Court/in Judicial Custody/Absconding/

Proclaimed offender/Not arrested:

पोलीसांनी जामीनावर सोडले/न्यायालयाने जामीनावर सोडले/न्यायालयीन कोठडी/फरारी/उदघोषित अपराधी/मिळून आला ना

.....मिळून आली नाही.....

(15) \*Under Acts& Sections: ..

कोणत्या अधिनियमाखाली व कलमाखाली

Any special remarks including reasons for not charge sheeting:

आरोपपत्र न ठेवण्याच्या कारणांसह कोणतेही विशेष अभिप्राय:.....

अटकपुर्व जांमिन अर्ज मा. उच्च न्यायालयात प्रलंबीत, मा. उच्च न्यायालयाकडून प्राप्त  
आदेशान्वये पुढील कारवाई करून त्याचे विरुद्ध पुरवणी दोषारोपपत्र सादर करण्याची  
तजविज ठेवली आहे.

## 11. Particulars of Wanted accused persons:-

पाहीजे आरोपीचा तपशील (प्रत्येक आरोपीसाठी स्वतंत्र कागद वापरावा)

- (1) \*Name: राजेश भगवानदास अगरवाल  
नांव  
Whether verified:.....  
पडताळले किंवा कार्य
- (2) Father's/Husband's Name:.....  
पित्याचे/पतीचे नांव
- (3) Date/Year of Birth (जन्मतारीख/वर्ष):.....
- (4) Sex:..... पुरुष..... (5) Nationality:... भारतीय.....  
लिंग राष्ट्रीयत्व
- (6) Passport No:.....Date of Issue:.....Place of Issue:.....  
पारपत्र क्र. दिल्याची तारीख दिल्याचे ठिकाण
- (7) Religion:..... (8) Whether SC/ST:.....  
धर्म अनुसुचित जातीचा/जमातीचा आहे का
- (9) Occupation (व्यवसाय): .....
- (10) Address (पत्ता १/बी-१०८ वालचंद जोत को ऑ हौ सोसायटी, पोष्ट ऑफिस जवळ,  
पाठक रोड, भाईंदर (प), ठाणे, महाराष्ट्र-४०११०१
- (11) Whether verified (पडताळला किंवा काय):.....
- (12) \*Provisional Criminal No (तात्पुरता गुन्हेगार क्र.):... ०८.....
- (13) \*Suspicion Approved (संशय खरा ठरला काय): Yes/No (होय/नाही):.....
- (14) \*Status of the accused (suspect) आरोपीची स्थिती (संशयित):  
Bailed by Police/Bailed by Court/in Judicial Custody/Absconding/  
Proclaimed offender/Not arrested:  
पोलीसांनी जामीनावर सोडले/न्यायालयाने जामीनावर सोडले/न्यायालयीन कोठडी/फरारी/उदघोषित अपराधी/मिळून आला नाही  
.....मिळून आलेला नाही.....
- (15) \*Under Acts& Sections: ..  
कोणत्या अधिनियमाखाली व कलमाखाली  
Any special remarks including reasons for not charge sheeting:  
आरोपपत्र न ठेवण्याच्या कारणांसह कोणतेही विशेष अभिप्राय:.....  
अटकपुर्व जामिन अर्ज मा. उच्च न्यायालयात प्रलंबीत, मा. उच्च न्यायालयाकडून प्राप्त  
आदेशान्वये पुढील कारवाई करून त्याचे विरुद्ध पुरवणी दोषारोपपत्र सादर करण्याची  
तजविज ठेवली आहे.

## 11. Particulars of Wanted accused persons:-

पाहीजे आरोपीचा तपशील (प्रत्येक आरोपीसाठी स्वतंत्र कागद वापरावा)

- (1) \*Name: कमलेश भैरवा तातावत  
नांव
- (2) Father's/Husband's Name:.....  
पित्याचे/पतीचे नांव
- (3) Date/Year of Birth (जन्मतारीख/वर्ष):.....
- (4) Sex:..... पुरुष.....  
लिंग
- (5) Nationality:.... भारतीय.....  
राष्ट्रीयत्व
- (6) Passport No:.....Date of Issue:.....Place of Issue:.....  
पारपत्र क्र. दिल्याची तारीख दिल्याचे ठिकाण
- (7) Religion:.... धर्म
- (8) Whether SC/ST:.....  
अनुसूचित जातीचा/जमातीचा आहे का
- (9) Occupation (व्यवसाय): .....
- (10) Address (पत्ता) ८९डी, नारायण विहार-१, जगन्नाथपुरा, संगानेर, जयपुर, राजस्थान
- (11) Whether verified (पडताळला किंचा काय):.....
- (12) \*Provisional Criminal No (तात्पुरता गुन्हेगार क्र.):... ०९.....
- (13) \*Suspicion Approved (संशय खरा ठरला काय): Yes/No (होय/नाही):.....
- (14) \*Status of the accused (suspect) आरोपीची स्थिती (संशयांत):  
Bailed by Police/Bailed by Court/in Judicial Custody/Absconding/  
Proclaimed offender/Not arrested:  
पोलीसांनी जामीनावर सोडले/न्यायालयाने जामीनावर सोडले/न्यायालयीन कोठडी/फरारी/उद्विग्न अपराधी/मिळून आला नाही  
.....मिळून आलेला नाही.....
- (15) \*Under Acts& Sections: .....
- कोणत्या अधिनियमाखाली व कलमाखाली  
Any special remarks including reasons for not charge sheeting:  
आरोपपत्र न ठेवण्याच्या कारणांसह कोणतेही विशेष अभिप्राय:.....  
अटकपूर्व जामिन अर्ज मा. उच्च न्यायालयात प्रलंबीत, मा. उच्च न्यायालयाकडून प्राप्त  
आदेशान्वये पुढील कारवाई करून त्याचे विरुद्ध पुरवणी दोषारोपपत्र सादर करण्याची  
तजविज ठेवली आहे.

(G.C.P.) K 2297

Form:5-D

12. Particulars of witnesses to be examined: (पडताळलेल्या साक्षीदारांचे विवरण)

Sr.No. अ.क्र.	Name नांव	Father's/Husband's Name पित्याचे/पतीचे नांव	Date/Year of Birth जन्मतारीख/वर्ष	Occupation व्यवसाय	Address पत्ता	Type of evidence to be tendered सादर करावयाच्या पुराव्याचा प्रकार
1	2	3	4	5	6	7
१)	श्री. अमित कमल अगरवाल, वय ३४ वर्षे, रा.टी ९०१ बिकानेर भवन, जे.बी. नगर, अंधेरी (पूर्व), मुंबई					--- फियादी
२)	श्री. गिरीष गोपालदास मुंदडा, वय ३५ वर्षे, रा.टी. ब्रिज अपार्टमेंट, प्लॉट ६३, प्रोजेन मॉल, सिडको एन-१, छत्रपती संभाजी नगर---					साक्षीदार
३)	श्री. संदीप लक्ष्मण शिंदे, सहाय्यक पो. निरीक्षक, सहार पोलीस ठाणे, मुंबई					--- तपास अधिकारी

13.

**IF F.I.R. is False, indicate action taken or proposed to be taken u/s 182/211 I.P.C.**.....

पहिली खबर खोबी असेल तर भारतीय दंड संहितेच्या १८२/२११ अन्वये केलेली किंवा करावयाची नमुद करावी.

14.

**Result of laboratory analysis:**.....

प्रयोगशाळा विश्लेषणाचे निष्कर्ष:

## 16. \* Brief fact of the case (Add separate sheet, if necessary):

प्रकरणाची थोडक्यात माहिती (आवश्यक असल्यास वेगळा कागद जोडावा)

फिर्यादी श्री. अमीत कमल अगरवाल, वय ३४ वर्षे याचे वडील श्री. कमल अगरवाल यांनी सन-२००८ मध्ये सुप्रिम ट्रान्सपोर्ट प्रा लि नावाची कंपनी सुरु केलेली आहे. तर फिर्यादी यांनी संगीता एव्हिएशन सर्विस प्रा लि कंपनीची स्थापना सन-२०१२ मध्ये केलेली आहे. या दोन्ही कंपन्यामध्ये फिर्यादी हे अध्यक्ष आणि कार्यकारी संचालक म्हणून सध्या कार्यरत आहेत. दोन्ही कंपनीचे ऑफिस पत्ता - ५/बी-३४, ५/बी-३२ अक्षय मित्तल इंडस्ट्रीयल इस्टेट, अंधेरी कुर्ला रोड, अंधेरी (पुर्व), मुंबई या ठिकाणी आहे.

सुप्रिम ट्रान्सपोर्ट प्रा. लि या कंपनीमध्ये फिर्यादी हे स्वतः, तसेच त्यांचे वडील श्री. कमल अगरवाल, सख्खा धाकटा भाऊ आकाश अगरवाल आणि आरोपी विमल अगरवाल व गिरीष अगरवाल असे एकुण ०५ संचालक आहेत. सदर कंपनीचा मुख्य व्यवसाय मालाची रस्ते वाहतुक आणि हवाई वाहतुक करण्याचा आहे. कंपनीच्या मालकीची काही वाहने व विमान आहेत. या व्यतीरीक्त कंपनीच्या व्यवसायाकरीता आवश्यकते नुसार भाडे तत्वावर वाहने घेतली जातात. सदर कंपनीचे मुख्य कार्यालय मुंबईमध्ये असून पनवेल, कळंबोली, राजस्थान, गुजरात, दिल्ली आणि बेंगलोर या ठिकाणी शाखा व विभागीय कार्यालये आहेत.

संचालकांपैकी आरोपी विमल अगरवाल हे बेंगलोर येथे रहावयास आहेत तर संचालक गिरीष अगरवाल हे दिल्ली येथे रहावयास आहेत. ते दोघेही नात्याने फिर्यादी यांचे चुलतभाऊ आहेत. त्यांचे दिवंगत वडील कै. जगदीशप्रसाद अगरवाल हे फिर्यादी यांच्या वडीलांचे सख्खे मोठे भाऊ होते. कै. जगदीशप्रसाद अगरवाल यांच्या मृत्यु नंतर विमल अगरवाल आणि गिरीष अगरवाल यांची परस्परातील सहमती नुसार सुप्रिम ट्रान्सपोर्ट कंपनीमध्ये संचालक म्हणून नियुक्ती करण्यात आली आहे. ते दोघेही प्रत्येक महीन्यातील काही दिवस मुंबईमध्ये राहून कंपनीच्या दैनंदिन कामकाजात सहभागी होत असत.

सुप्रिम ट्रान्सपोर्ट प्रा लि. ही कंपनी तोटयात व्यवसाय करित असल्यामुळे सन-२०१२ साली अगरवाल कुटुंबातील समझौत्या नुसार फिर्यादी यांची सदर कंपनीमध्ये कार्यकारी संचालक आणि अध्यक्ष म्हणून नेमणुक करण्यात आली आहे. तेव्हापासून दोन्ही कंपनीचा व्यवसाय एकत्रीतरित्या वर नमुद पत्त्यावरील कंपनीच्या कार्यालयातून फिर्यादी यांच्या देखरेखीखाली करण्यात येत आहे. संगीता एव्हिएशन या कंपनीच्या विरूध्द थकबाकी देय असल्याकारणाने एका कंपनीने एन.सी. एल.टी. येथे इन्सॉल्व्हन्सी पीटीशन दाखल केले होते. त्यानुसार मा. एन.सी.एल.टी. प्राधिकरणाने संगीता एव्हिएशन या कंपनीस दिनांक १०/०८/२०२१ रोजी दिवाळखोर म्हणून घोषित केले आहे. त्याविरूध्द कंपनीच्या वतीने अपीलिय प्राधिकरणाकडे दाद मागण्यात आली असून त्याची सुनावणी चालू आहे. त्यामुळे संगीता एव्हिएशन या कंपनीच्या सर्व आर्थिक व्यवहारांवर मा. एन.सी.एल.टी. प्राधिकरणाने नेमलेले आय. आर. पी. श्री बिजेन्द्र झा यांची देखरेख आहे.

सन-२०१४ मध्ये फिर्यादी यांच्या कंपनीमध्ये आरोपी वरुण रमेश काकरीया, रा.टी. बि विंग, शरयु बिल्डींग, सुचीधाम, फिल्म सिटी रोड, मालाड (पुर्व), मुंबई याची नेमणुक सदर कंपनीमध्ये सहाय्यक म्हणून करण्यात आली होती.

(G.C.P) K2297D

Form: 5-E

16. \* Brief fact of the case (Add separate sheet, if necessary):

प्रकरणाची थोडक्यात माहिती (आवश्यक असल्यास वेगळा कागद जोडावा)

सन-२०१६ साली फिर्यादी यांच्या कंपनीमध्ये आरोपी कमलेश भैरव-तातावत, रा.ठी. ८९/डी, नारायण विहार-१, जगन्नाथपुर, संगानेर, जयपुर, राजस्थान याची चिफ फायनान्स ऑफिसर (सी.एफ.ओ.) म्हणून नियुक्ती केली होती. तसेच त्याचा चुलतभाऊ मुकेश भैरव तातावत याची नियुक्ती चिफ ऑपरेशन ऑफिसर म्हणून केली होती.

दोन्ही कंपन्या वेळोवेळी सरकारच्या विविध खात्यातर्फे जाहीर करण्यात आलेल्या प्रकल्पात ठेकदार म्हणून सहभागी होत असतात. सदर कंत्राट मिळविण्या करिता करावयाची संपुर्ण प्रक्रीया, त्या करिता आवश्यक असलेले सर्व कागदोपत्री व्यवहार, वेळोवेळी संबधीत सरकारी अधिकाऱ्यांसमवेत संपर्क ठेवणे, कंत्राट पुर्ण करण्याकरिता विविध व्यवसायीकांची मदत घेणे, कंत्राटप्रमाणे नेमुन दिलेले काम पुर्ण करणे, सरकारी कार्यालयातुन येणे असलेल्या रकमेचा पाठपुरावा करणे, कंपनी तर्फे विविध व्यवसायीकांना देय असलेली रक्कम अदा करणे इत्यादी अनेक कार्य व्यवसायानिमित्त करावी लागतात. या सर्व कामाची जबाबदारी कमलेश तातावत आणि वरुण काकरीया यांच्यावर सोपविण्यात आली होती, त्या प्रमाणे ते दोघेजण कंपनीतील कामकाज करित होते.

फिर्यादीचे पुर्वीचे मित्र स्वप्नील चव्हाण आणि अतुल पांडे हे सुध्दा वर नमुद पत्त्यावरील कंपनीच्या कार्यालयात नेहमी येत-जात होते. दोन्ही कंपनीचे एच. डी.एफ.सी बँक, बँक ऑफ इंडिया, पंजाब नॅशनल बँक, सिटी बँक, डी.सी.बी बँक इत्यादी बँकेमध्ये खाते आहेत. सदर बँक खात्याचा तपशील खालील प्रमाणे आहे.

	Bank Name	Account Number
M/s Supreme Transport Origination Pvt. Limited	HDFC	10452840000014
	HDFC	03302840000157
	HDFC	01662840000470
	HDFC	03302840000140
	HDFC	04072840000053
	HDFC	00602340000085
	PNB	10451131002901
	BOI	843720110000498
	BOI	004420110000823

	Bank Name	Account Number
M/s Sangeeta Aviation Services Pvt. Ltd	Development Credit Bank (Customer ID 102173678)	00421300002745
	HDFC	50200008133578
	Citi Bank	0060246114
	Punjab National Bank	10454015001858

तसेच कंपनीच्या व्यवहारातील सुलभते करीता फिर्दा यांचे व्यक्तीगत बँक खाती देखील कंपनीच्या कार्यालयातून वेळोवेळी वापरण्यात येत असतात. फिर्दा यांच्या वैयक्तिक बँक खात्याचा तपशील खालील प्रमाणे

	Bank Name	Account Number
Mr. Ammeet K. Agarwal	Development Credit Bank	00410200001403
	PNB	10452191004874

वर नमुद केलेली सर्व बँक खाती व्यवहारीक सुलभते करीता नेट बँकींगच्या माध्यमातून वापरली जातात. उपरोक्त बँक खात्यापैकी सुप्रिम ट्रान्सपोर्ट प्रा लि कंपनीच्या HDFC बँकेतील सर्व खात्यांचा रजिस्टर्ड ईमेल आयडी girish@stopl.in आणि रजिस्टर्ड मोबाईल क्रमांक 9311701121 असा असून सदरचा ईमेल आय डी आणि मोबाईल नंबर श्री. गिरीष अगरवाल यांच्या व्यक्तीगत वापरात आहे. तसेच इतर सर्व बँक खात्याचा रजिस्टर्ड ईमेल आय.डी. kamlesh@supremeavaiation.com आणि रजिस्टर्ड मोबाईल नंबर 8078655144 असा असून तो कमलेश तातावत यांच्या व्यक्तीगत वापरात आहे.

फिर्दा यांना कंपनीच्या कामासाठी सतत पदेशात तसेच भारतातील विविध भागात जावे लागते, त्यामुळे फिर्दास कंपनीच्या दैनंदिन आर्थिक व्यवहाराचे कामकाज पाहणे शक्य नसल्यामुळे त्यांनी दोन्ही कंपनीच्या सर्व आर्थिक व्यवहाराची तसेच फिर्दा यांच्या वैयक्तिक बँक खात्यातील ऑनलाईन/ऑफलाईन व्यवहाराची संपुर्ण जबाबदारी सी.एफ.ओ कमलेश तातावत यांच्यावर सोपवली होती. तसेच कमलेश तातावत याला कंपनीच्या कामकाजा करीता एक स्वतंत्र लॅपटॉप आणि संगणक देण्यात आलेला होता.

फिर्दा, जुलै-२०२२ मध्ये कंपनीच्या आर्थिक व्यवहाराचा आढावा घेत असताना त्यांना काही माहिती आवश्यक असल्याने त्यांनी कमलेश आणि वरुण यांना कंपनीला येणे असलेल्या रकमेचा तपशील मागीतला होता. त्यावेळी निष्पॉन लिमिटेड कंपनीकडून काही रक्कम येणे बाकी असल्याचे समजले. त्यामुळे फिर्दा यांनी स्वतः जुलै ते सप्टेंबर-२०२२ मध्ये निष्पॉन कंपनीच्या संबंधित अधिकाऱ्यांना अनेकवेळा ईमेल पाठवून कंपनीची देय असलेली रक्कम लवकरात लवकर अदा करावी अशी विनंती केली होती. बऱ्याच प्रयत्नानंतर दिनांक २६/०८/२०२२ रोजी निष्पॉन लिमिटेड कंपनीच्या पदाधिकाऱ्यांनी फिर्दा यांना ईमेल पाठवून फिर्दा यांच्या कंपनीला देय असलेली रक्कम कंपनीच्या BOI A/C No 843720110000498 मध्ये ट्रान्सफर केली असल्याचे कळविले होते.

फिर्दा यांनी नमुद BOI बँक खात्याचे स्टेटमेंट प्राप्त करून त्याचे अवलोकन केले असता दिनांक २६/०७/२०२२ रोजी निष्पॉन लिमिटेड कंपनीकडून एकुण ०३,२२,६१६/- एवढी रक्कम प्राप्त झाली असल्याचे आढळून आले. परंतु दिनांक २७/०७/२०२२ रोजी एकुण ०३,२३,२७८/- एवढी रक्कम कंपनीचे संचालक विमल अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आली असल्याचे आढळून आले.

## 16. \* Brief fact of the case (Add separate sheet, if necessary):

प्रकरणाची थोडक्यात माहिती (आवश्यक असल्यास वेगळा कागद जोडावा)

सदर वेळी फिर्यादी परदेशात असल्यामुळे त्यांनी सी.एफ.ओ. श्री. कमलेश तातावत यांच्याशी संपर्क साधून त्यांच्याकडे विमल अगरवाल यांना दिनांक २७/०७/२०२२ रोजी करण्यात आलेल्या पेमेंट बाबत विचारणा केली, परंतु त्याने काणेतीही समाधानकारक माहिती दिली नाही.

सबब फिर्यादी यांनी विलम अगरवाल यांच्याशी संपर्क केला परंतु त्याने फिर्यादी यांना कोणतीही समाधान कारक माहिती दिली नाही. त्यानंतर कमलेश तातावत आणि वरुण काकरीया यांनी अचानक कंपनीच्या ऑफिसमध्ये येणे बंद केले.

विमल अगरवाल व कमलेश तातावत यांच्या एकंदरीत वर्तणुकीवरून त्यांनी कंपनीमध्ये काहीतरी आर्थिक गैरव्यवहार केला असावा अशी शंका आल्यामुळे फिर्यादी यांनी परदेशातून भारतात आल्यानंतर कंपनीचे चार्टर्ड अकाऊंटंट श्री. गिरीष मुंदडा यांना दिनांक ०६/०९/२०२२ रोजी लेखी पत्र पाठवून कंपनीच्या बँक खात्याची तसेच आर्थिक व्यवहाराची चौकशी/छाननी करून त्याबाबतचा त्यांचा निष्कर्ष कळविण्याची विनंती केली होती. त्या प्रमाणे त्यांनी फिर्यादीच्या कंपनीच्या आर्थिक व्यवहाराची तपासणी करून त्यांचा अहवाल दिनांक ०२/०३/२०२३ रोजी दिला आहे.

सुप्रीम ट्रान्सपोर्ट, संगीता एव्हीएशन आणि फिर्यादी यांच्या वैयक्तिक बँक खात्याची माहिती (उपरोक्त नमुद) व संबंधीत खात्यांचे बँक स्टेटमेंट प्राप्त करून त्याचे अवलोकन केले असता भाडे आणि वेतनाच्या नावाखाली सुप्रीम ट्रान्सपोर्ट कंपनी व संगीता एव्हीएशन या कंपन्यांच्या बँक खात्यांतून आणि फिर्यादीच्या वैयक्तिक बँक खात्यांतून खालील व्यक्तींच्या बँक खात्यांमध्ये एकुण ६,२७,३६,१८०/- एवढी रक्कम ट्रान्सफर झाली असल्याचे आढळून आले. सदर व्यक्तीची नावे व त्यांच्या बँक खात्याची माहिती खालील प्रमाणे आहे.

१) आरोपी विमल अगरवाल यांचे HDFC Bank A/c No 02721000019875 या खात्यामध्ये दिनांक ०३/०४/२०१८ ते दिनांक ०९/०७/२०२२ या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. १,८६,२६,९०८ , संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. १३,९३,२५० आणि अमित अगरवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित ०२,०८,२०,१५८/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

२) श्रीमती नुपुर विमल अगरवाल यांचे HDFC Bank A/c No 02721000018984 या खात्यामध्ये दिनांक १६/०१/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. २२,१४,८२४ , संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू. ८,१७,६०० आणि अमित अगरवाल यांच्या खात्यातून रू. ८,००,००० अशी एकत्रित ३८,३२,४२४/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

३) गिरीष जगदीशप्रसाद अगरवाल यांचे HDFC Bank A/c No 02721000019892 या खात्यामध्ये दिनांक २२/०६/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत

सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातुन एकुण रक्कम रू. ११,०५,०७२ , संगीता एव्हीएशन कंपनीच्या खात्यातुन एकुण रक्कम रू. १३,९३,२५० आणि अमित अगरवाल यांच्या खात्यातुन रू. ८,००,००० अशी एकत्रित ३२,९८,३३२/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

४) श्रीमती समीक्षा गिरीष अगरवाल यांचे HDFC Bank A/c No 02721000070214 या खात्यामध्ये दिनांक २२/०६/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातुन एकुण रक्कम रू. ०८,७९,९७० , संगीता एव्हीएशन कंपनीच्या खात्यातुन एकुण रक्कम रू. १०,९५,५०० आणि अमित अगरवाल यांच्या खात्यातुन रू. ८,००,००० अशी एकत्रित २७,७५,४७०/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

५) श्रीमती पिकी जगदीशप्रसाद अगरवाल यांचे HDFC Bank A/c No 02721000055437 या खात्यामध्ये दिनांक ०४/०५/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातुन एकुण रक्कम रू. ११,९४,९७० , संगीता एव्हीएशन कंपनीच्या खात्यातुन एकुण रक्कम रू. ८,७७,१५० आणि अमित अगरवाल यांच्या खात्यातुन रू. ७,८६,६११ अशी एकत्रित २८,५८,७००/- इतकी रक्कम ट्रान्सफर करण्यात आली आहे.

६) अतुल सुरेद्र पांडे यांचे HDFC Bank A/c No 12111140000459 या खात्यामध्ये दिनांक ३१/०८/२०१९ ते दिनांक १५/१२/२०२१ या कालावधीत एकुण 37,34,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

७) श्रीमती रजनी सुरेद्र पांडे यांचे PNB Bank A/c No 1565000100131966 या खात्यामध्ये दिनांक ०९/१०/२०२० ते दिनांक ०५/१२/२०२० या कालावधीत एकुण 11,00,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर झाले आहेत.

८) स्वप्नील बबन चव्हाण यांचे ICICI Bank A/c No 104401531869 & Axis Bank A/c No 921010008877100 या खात्यामध्ये दिनांक १५/११/२०१९ ते दिनांक २७/१२/२०२१ या कालावधीत एकुण 45,52,400/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

९) श्रीमती स्नेहा बबन चव्हाण यांचे Saraswat Bank A/c No 013200128873557 या खात्यामध्ये दिनांक ०४/०७/२०१९ ते दिनांक ०७/०९/२०२१ या कालावधीत एकुण 47,55,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर करण्यात आली आहे.

१०) तसेच स्वप्नील चव्हाण याने दिनांक ०५/०३/२०१७ रोजी UAE देशात "पोटोमॅक एव्हीएशन टेक्नॉलाजी" नावाची कंपनी स्थापन केली आहे. तसेच सदर कंपनीच्या "नुर ट्रेड बँक, यु.ए.ई" येथे बँक खाते उघडले असून सदर बँक खात्याचा पत्ता मरोळ मरोशी रोड, अंधेरी (पुर्व), मुंबई येथील आहे. तसेच सुप्रिम एव्हीएशन कंपनीच्या बँक खात्यातुन पोटोमॅक कंपनीच्या बँक खात्यामध्ये खालील प्रमाणे रक्कम ट्रान्सफर केली आहे.

16. \* Brief fact of the case (Add separate sheet, if necessary):  
प्रकरणाची थोडक्यात माहिती (आवश्यक असल्यास वेगळा कागद जोडावा)

Sr. No	Transaction Date	Amount	Value in INR
01	19/04/2017	72,932.15 AED	16,04,500/-
02	19/04/2017	72,983.04 AED	16,05,000/-
		Total	32,09,500/-

११) राजेश भगवानदास अग्रवाल यांच्या बँक खात्यामध्ये दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकूण 90,85,437/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर करण्यात आली आहे.

१२) राजेश भगवानदास अग्रवाल यांच्या मालकीच्या बालाजी एंटरप्रायझेसच्या Bassein Catholic Co-Op Bank Ltd A/c No 012130300000051 या बँक खात्यामध्ये दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकूण 27,14,759/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर करण्यात आली आहे.

वस्तुतः गेली अनेक वर्षे सुप्रिम ट्रान्सपोर्ट व संगीता एव्हीएशन या दोन्ही कंपन्या सातत्याने तोट्यात चालविण्यात येत आहेत. त्यामुळे फिर्यादी यांनी सन २०१२ सालापासून ते आजपावेतो कंपनीच्या खात्यामधून कोणताही आर्थिक मोबदला घेतलेला नाही. तसेच फिर्यादीचे वडील श्री कमल अग्रवाल, फिर्यादीचा सख्खा धाकटा भाऊ आकाश अग्रवाल यांनीही कोणताही आर्थिक मोबदला घेतलेला नाही. त्यामुळे वर नमुद केल्यानुसार आरोपी विमल अग्रवाल आणि इतरांच्या खात्यामध्ये एवढी प्रचंड रक्कम सन २०१८ ते २०२२ या कालावधीत टप्प्या टप्प्याने वळती करण्यामागे त्यांचा लबाडीचा उद्येश असल्याचे स्पष्ट दिसून येते. तसेच सदरची रक्कम वळती केल्याबाबत फिर्यादी यांना सदर कालावधीत कमलेश तातावत यांच्याकडूनही कोणताही पुर्वकल्पना प्राप्त झालेली नव्हती. त्यावरून विमल अग्रवाल आणि इतर लाभार्थी तसेच कमलेश तातावत यांच्यात आपसात संगणमत असल्याचेही स्पष्ट झाले.

फिर्यादी यांनी आरोपीशी संपर्क साधण्याचा वारंवार प्रयत्न केला परंतु त्यांनी कोणताही प्रतिसाद दिलेला नाही. उलटपक्षी दिनांक ११/११/२०२२ रोजी विमल अग्रवाल व गिरीष अग्रवाल यांनी एन.सी.एल.टी (नॅशनल कंपनी लॉ ट्रिब्युनल), मुंबई यांच्याकडे खटला दाखल करून सदर खटल्यामध्ये दिनांक ०१/०४/२०१९ पासून सुप्रिम ट्रान्सपोर्ट कंपनीने त्यांना कोणत्याही प्रकारचे मानधन दिले नाही असा दावा केला आहे.

अशा प्रकारे सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीचे संचालक (१) विमल अग्रवाल व (२) गिरीष अग्रवाल आणि सी.एफ.ओ (३) कमलेश भैरव तातावत यांनी एप्रिल-२०१८ ते जुलै-२०२२ या कालावधीत आपसात संगणमत करून त्यांच्या वैयक्तिक आर्थिक फायद्या करीता भाडे आणि वेतनाच्या नावाखाली सुप्रिम ट्रान्सपोर्ट, संगीता एव्हीएशन या दोन कंपन्यांचे बँक खात्यातून तसेच फिर्यादी यांच्या वैयक्तिक बँक खात्यातून एकूण रुपये ६,२७,३६,१८०/- एवढी रक्कम (१) विमल अग्रवाल (२) नुपर अग्रवाल (३) गिरीष अग्रवाल (४) समीक्षा अग्रवाल (५) पिंकी अग्रवाल (६) स्वप्नील चव्हाण (७) स्नेहा चव्हाण (८) अतुल पांडे (९) रजनी पांडे,

(१०) राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करुन एकुण ६,२७,३६,१८०/- एवढया रकमेचा अपहार करुन फिर्यादी यांची फसवणुक केली असल्याचे स्पष्ट झाल्यांनतर फिर्यादी यांनी दिलेल्या तक्रारीवरुन सदरचा गुन्हा नोंद करण्यात आला आहे.

**तपास:-** फिर्यादीने दिलेल्या तक्रारीवरुन त्यांचा सविस्तर जबाब नोंद केला व सदरचा गुन्हा दाखल करण्यायाता आला.

गुन्हयाच्या तपासात फिर्यादीने माहिती दिल्या प्रमाणे सुप्रीम ट्रान्सपोर्ट ऑर्गनायजेशन प्रा.ली. या कंपनीमध्ये सध्या एकुण पाच संचालक असुन त्यापैकी आरोपी क्रमांक ०१ विमल अग्रवाल व आरोपी क्र. ०३ गिरीश अग्रवाल हे संचालक नमुद गुन्हयात आरोपी आहेत. गुन्हयाच्या तपासात फिर्यादीने माहिती दिल्याप्रमाणे सुप्रीम ट्रान्सपोर्ट ऑर्गनायजेशन प्रा.ली. या कंपनीचे खालील बँकामध्ये खाती आहेत.

	Bank Name	Account Number
M/s Supreme Transport Origination Pvt. Limited	HDFC	10452840000014
	HDFC	03302840000157
	HDFC	01662840000470
	HDFC	03302840000140
	HDFC	04072840000053
	HDFC	00602340000085
	PNB	10451131002901
	BOI	843720110000498
	BOI	004420110000823

तसेच फिर्यादीची वैयक्तीक कंपनी संगीता एव्हीएशन प्रा.ली. हिचे देखील खालील बँकामध्ये खाती आहेत.

	Bank Name	Account Number
M/s Sangeeta Aviation Services Pvt. Ltd	Development Credit Bank (Customer ID 102173678)	00421300002745
	HDFC	50200008133578
	Citi Bank	0060246114
	Punjab National Bank	10454015001858

तसेच फिर्यादीच्या वैयक्तीक बँक खात्यांची माहिती खालील प्रमाणे.

	Bank Name	Account Number
Mr. Ammeet K. Agarwal	Development Credit Bank	00410200001403
	PNB	10452191004874

(G.C.P) K2297D

Form: 5-E

16. \* Brief fact of the case (Add separate sheet, if necessary):  
प्रकरणाची थोडक्यात माहिती (आवश्यक असल्यास वेगळा कागद जोडावा)

वर नमुद एकुण १५ बँक खात्यांचे संबंधीत बँकतुन सन २०१८ ते २०२२ या गुन्ह्याच्या कालावधीतील बँक स्टेटमेंट प्राप्त करण्यात आले.

तसेच नमुद गुन्ह्यातील आरोपी (१) विमल अगरवाल (२) नुपर अगरवाल (३) गिरीष अगरवाल (४) समीक्षा अगरवाल (५) पिकी अगरवाल (६) स्वप्नील चव्हाण (७) स्नेहा चव्हाण (८) अतुल पांडे (९) रजनी पांडे, (१०) राजेश भगवानदास या सर्व आरोपींवर बँक खात्यांची माहिती खालील प्रमाणे.

Sr. No	Bank Name	A/C No.	A/C Name
01	HDFC	02721000019875	Vimal Agarwal
02	HDFC	02721000018984	Nupur Agarwal
03	HDFC	02721000019892	Girish Agarwal
04	HDFC	02721000070214	Samixa Agarwal
05	HDFC	02721000055437	Pinky Agarwal
06	HDFC	12111140000459	Atul Pandey
07	ICICI	104401531869	Swapnil Chavan
08	Saraswat	013200128873557	Sneha Chavan
09	PNB	1565000100131966,	Rajni Pandey
10	Axis	921010008877100	Swapnil Chavan

वर नमुद सर्व बँक खात्यांची सन २०१८ ते २०२२ या गुन्ह्याच्या कालावधीतील बँक स्टेटमेंट प्राप्त करण्यात आली.

फिर्यादीच्या वर नमुद दोन्ही कंपन्यांची बँक खाती व फिर्यादीचे वैयक्तिक बँक खाती यांची गुन्ह्यातील आरोपींच्या बँक खात्यांशी पडताळणी केली असता. गुन्ह्यातील आरोपींनी आरोपी क्र. ११ कमलेश भैरव तातावत या कंपनीच्या कार्यालयात अकाउंटंट या पदावर कार्यरत असणाऱ्या इसमासोबत संगनमत करून खोटे हिशोब तयार केले व एकत्रीत कट रचुन एकुण रू. ५,९५,६५,२८३/- एवढी रक्कम स्वतःच्या वर नमुद बँक खात्यांवर ट्रान्सफर करून नमुद रक्कमेचा अपहार केला हे तपासात निष्पन्न झाले आहे.

याबाबची सविस्तर विवरण पत्र (Fund flow Chart) तयार करून तो पुराव्याकामी गुन्ह्याच्या कागदोपत्री समाविष्ट करण्यात आला आहे.

आरोपी गिरीष भगवानदास अगरवाल याचे बाबत तपास केला असता तो "बि-१०३/१०४ फकरी कॉलनी, चंदुलाल पार्क, भाईदर (प), ठाणे, महाराष्ट्र" या ठिकाणी असल्याची खात्रीलायक माहिती मिळाली होती. दिनांक १५/०६/२०२३ रोजी पोलीस उप-निरीक्षक संजय कल्हाटकर व पोलीस पथकाला नमुद पत्त्यावर पाठवून आरोपी गिरीष अगरवाल याचा शोध घेतला असता तो मिळुन आल्याने त्याला सहार पोलीस ठाणे, मुंबई येथे आणुन त्याच्याकडे गुन्ह्याच्या अनुषंगाने तपास केला.

नमुद आरोपीचा गुन्ह्यातील सहभाग निष्पन्न झाल्याने त्यास नमुद गुन्ह्यात अटक करण्यात आलेले आहे.

➤ अटक आरोपी गिरीष जगदीशप्रसाद अगरवाल यांचे HDFC Bank A/c No 02721000019892 या खात्यामध्ये दिनांक २२/०६/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रू. 13,45,036 संगीता एव्हीएशन कंपनीच्या खात्यातून एकुण रक्कम रू.

13,93,250 आणि अमित अगरवाल यांच्या खात्यातून रू. 8,00,000 अशी एकत्रित रू. 35,38,286/- इतकी रक्कम ट्रान्सफर करण्यात आली असल्याच्या प्रत्यक्ष नोंदी कंपनी व फियरिदी यांच्या बँक खात्यांच्या स्टेटमेंट व आरोपी गिरीष जगदीशप्रसाद अगरवाल यांच्या बँक खात्याच्या स्टेटमेंट यांची पडताळणी केली असता तपासात निष्पन्न झाले आहे. सदर रक्कम आरोपीकडून हस्तगत करणे बाकी आहे.

आरोपी गिरीष जगदीशप्रसाद अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आलेल्या रकमेचा तपशील खालीलप्रमाणे :

A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातून आरोपी गिरीष अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From HDFC Bank A/c No 0330284000014 to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	14/08/2018	Director Rem	1,39,980
02	06/11/2018		1,50,000
03	13/02/2020		10,000
04	20/02/2021		35,000
		Total	3,34,980/-

From HDFC Bank A/c No 00602340000085 to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	03/08/2018		1,85,750.49
02	30/09/2019		301.53
03	18/01/2021		1577.38
04	06/09/2021		3.54
05	21/11/2021		86,979.98
06	10/04/2022		16,835.22
07	20/05/2022		72,608.34
		Total	3,24,056.48/-

From HDFC Bank A/c No 03302840000157 to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	21/07/2018		1,50,000
		Total	1,50,000/-

(G.C.P) K2297D

Form: 5-E

16. \* Brief fact of the case (Add separate sheet, if necessary):  
प्रकरणाची थोडक्यात माहिती (आवश्यक असल्यास वेगळा कागद जोडावा)

From HDFC Bank A/c No 04072840000053 to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	03/01/2020	Rent	2,40,000
		Total	2,40,000/-

From PNB A/c No 10451131002901 to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/05/2022	NEFT	98,000
02	01/06/2022	NEFT	99,000
03	06/07/2022	NEFT	99,000
04		Total	2,96,000/-

- B) संगीता एव्हीएशन कंपनीच्या बँक खात्यातुन आरोपी गिरीष अगरवाल याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From PNB A/c (Sangeeta) to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	31/03/2021	RTGS	8,93,250
		Total	8,93,250/-

From DCB A/c 00421300002745 to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	02/04/2021	NEFT	1,00,000
02	01/05/2021	NEFT	1,00,000
03	01/06/2021	NEFT	1,00,000
04	01/07/2021	NEFT	1,00,000
05	02/08/2021	NEFT	1,00,000
		Total	5,00,000/-

- C) अमीत आग्रवाल यांच्या बँक खात्यातुन आरोपी गिरीष अगरवाल याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From DCB A/c 00410200001403 to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/01/2022	NEFT	1,00,000
02	01/02/2022	NEFT	1,00,000
03	02/03/2022	NEFT	1,00,000
		Total	3,00,000/-

From PNB A/c 10452191004874 to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	04/09/2021	NEFT	1,00,000

02	01/10/2021	NEFT	1,00,000
03	01/11/2021	NEFT	1,00,000
04	01/12/2021	NEFT	1,00,000
05	02/04/2022	NEFT (Amit A/C entry 31/03/2022)	1,00,000
		Total	5,00,000/-

A	13,45,036
B	13,93,250
C	8,00,000
Total	35,38,286

अटक आरोपी गिरीश अग्रवाल याने अपहार केलेल्या वर नमुद रक्कमेच्या पुराव्याबाबत संबंधीत बँक खात्यांचे स्टेटमेंट गुन्ह्याच्या कागदपत्रांमध्ये समाविष्ट करण्यात आलेले आहे.

तसेच दिनांक १५/०६/२०२३ रोजी आरोपी स्वप्नील बबन चव्हाण याचा आम्ही स्वतः पोलीस पथकासह त्याच्या राहते घरी शोध घेतला असता तो त्याच्या राहते घरी मिळून आल्याने त्यालाही पोलीस ठाणेत आणून त्याच्याकडे गुन्ह्याच्या अनुषंगाने तपास केला. नमुद आरोपीचा गुन्ह्यातील सहभाग निष्पन्न झाल्याने त्यास सदर गुन्ह्यात अटक करण्यात आलेले आहे.

➤ अटक आरोपी स्वप्नील बबन चव्हाण यांचे यांचे ICICI Bank A/c No 104401531869 & Axis Bank A/c No 921010008877100 या खात्यामध्ये दिनांक १५/११/२०१९ ते दिनांक २७/१२/२०२१ या कालावधीत एकुण 45,52,400/- एवढी रक्कम संगीता एव्हीएशन कंपनीच्या बँक खात्यातून ट्रान्सफर झाली असल्याचे स्पष्ट झालेले आहे.

आरोपी स्वप्नील बबन चव्हाण याच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आलेल्या रकमेचा तपशील खालीलप्रमाणे :

A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातून आरोपी स्वप्नील चव्हाण याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

Nil

B) संगीता एव्हीएशन कंपनीच्या बँक खात्यातून आरोपी स्वप्नील चव्हाण याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From DCB Bank A/c No 00421300002745 to Swapnil Chavan Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	18/03/2021	RTGS	5,00,000
02	18/03/2021	RETGS	10,00,000
03	18/03/2021	NEFT	18,64,000
		Total	33,64,000/-

(G.C.P) K2297D

Form: 5-E

16. \* Brief fact of the case (Add separate sheet, if necessary):  
प्रकरणाची थोडक्यात माहिती (आवश्यक असल्यास वेगळा कागद जोडावा)

From City Bank A/c No 0060246114 to Swapnil Chavan Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	15/11/2019	EFT	2,00,000
Total			2,00,000/-

From HDFC Bank A/c No 50200008133578 to Swapnil Chavan Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	07/09/2021	MC Issued	8,91,000
Total			8,91,000/-

- C) अमीत आग्रवाल यांच्या बँक खात्यातून आरोपी स्वप्नील चव्हाण याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From DCB A/c No 00410200001403 to Swapnil Chavan Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	24/12/2021	IMPS	50,000
02	25/12/2021	NEFT	47,400
Total			97,400/-

A	Nil
B	44,55,000
C	97,400
Total	45,52,400

नमुद दोन्ही अटक आरोपींना विहित वेळेत रिमांडकामी मा. न्यायालयासमक्ष हजर केले असता मा. न्यायालयाने आरोपीतांस पोलीस कोठडी मंजूर केली.

- प्राप्त पोलीस कोठडीमध्ये अटक आरोपी गिरीश अग्रवाल याचेकडे केलेल्या तपासामध्ये खालील मुद्दे निष्पन्न झाले.

१) आरोपी गिरीश अग्रवाल याने तपासात सांगितले की, तो सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीचा संचालक आहे. तसेच तो सदर कंपनीमध्ये कर्मचारी म्हणून काम देखील करित आहे. तसेच कंपनीच्या बँक खात्यातून त्याला मिळालेली रक्कम ही वेतन आणि कन्सलटन्सी चार्जेस म्हणून मिळालेली आहे.

२) सबब आरोपी गिरीष अगरवाल याला तो सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीचा एम्प्लॉई असल्याबाबतची कागदपत्रे (नियुक्तीपत्र, तसेच कंपनीच्या संचालक मंडळाचे ठरावपत्र) हजर करण्यास सांगितले.

३) परंतु आरोपीने त्याबाबतची कोणतीही कागदपत्रे सादर करण्यास असमर्थता दर्शवली आहे.

४) तसेच आरोपी गिरीष अगरवाल याला मिळालेली रक्कम ही कन्सल्टन्सी चार्जेस म्हणुन देखील मिळाली होती असे त्याने सांगितले त्यावरून त्याने कंपनीला दिलेल्या सेवांच्या बदल्यातील बिले आणि कंपनीकडुन मिळालेल्या परचेस ऑर्डर सादर करण्यास सांगितले.

५) परंतु नमुद आरोपीने कन्सल्टन्सी चार्जेस तसेच पर्चेस ऑर्डर बाबतची कागदपत्रे हजर करण्यास असमर्थता दर्शवली.

६) यावरून आरोपी गिरीष अगरवाल याने उर्वरित आरोपीसोबत कट रचुन त्याच्या स्वतःच्या बँक खात्यामध्ये एकुण 35,38,286/- एवढी रक्कम ट्रान्सफर करुन घेऊन फिर्यादीची फसवणुक केली असल्याचे स्पष्ट होत आहे.

७) आरोपी गिरीष अगरवाला याच्याकडे त्याने फसवणुक केलेली रक्कम हस्तगत करण्याच्या अनुषंगाने त्याच्याकडे तपास केला असता सदरची रक्कम त्याने दैनंदिन वापरा करीता खर्च केली असल्याचे सांगुन फसवणुकीची रक्कम देण्यास असमर्थता दर्शवली आहे.

● प्राप्त पोलीस कोठडीमध्ये अटक आरोपी स्वप्नील चव्हाण याचेकडे केलेल्या तपासामध्ये खालील मुद्दे निष्पन्न झाले.

१) आरोपी स्वप्नील बबन चव्हाण याच्याकडे तपास केला असता त्याने अशी माहीती दिली आहे की, तो फिर्यादी यांच्या संगीता एव्हीएशन सर्व्हीसेस प्रा लि. या कंपनी करीता काम करीत होता.

२) संगीता एव्हीएशन कंपनीच्या बँक खात्यातुन त्याच्या बँक खात्यामध्ये ट्रान्सफर झालेली रक्कम ही संगीता एव्हीएशन कंपनीनेच, कंपनीच्या मुंबई बाहेरील प्रोजेक्टच्या कामासाठी त्याच्या बँक खात्यामध्ये पाठवली होती व त्याने सदरची रक्कम काडुन ती कंपनीच्या कामकाजासाठी खर्च केली आहे.

३) यावरून आरोपी स्वप्नील चव्हाण याला तो संगीता एव्हीएशन सर्व्हीसेस प्रा लि या कंपनीसोबत किंवा त्या कंपनी करीता काम करीत होता याबाबतची कागदपत्रे सादर करण्यास सांगितले.

४) परंतु त्याने तशी कोणतीही कागदपत्रे सादर करण्यास असमर्थता दर्शवलेली आहे.

५) आरोपीने तपासा दरम्यान दिनांक १७/०७/२०२३ रोजी खालील कागदपत्र सादर केली आहेत

## 16. \* Brief fact of the case (Add separate sheet, if necessary):

प्रकरणाची थोडक्यात माहिती (आवश्यक असल्यास वेगळा कागद जोडावा)

(1) Intimation Letter to Axis bank from M/s Sangeeta Aviation Services pvt.ltd.

(2) TDS Certificate 2017-18,

(3) TDS Certificate 2018-19

(4) TDS Certificate 2019-20

(5) TDS Certificate 2020-21

६) सदर कागदपत्राचे अवलोकन केले असता सदर कागदपत्रामध्ये दर्शविण्यात आलेली रक्कम ही सन २०१७, १८, १९, २० या कालावधीतील असल्याचे दिसून येत आहे.

७) तर आरोपी स्वप्नील चव्हाण याच्या बँक खात्यामध्ये जमा झालेली फसवणुकीची रक्कम सन-२०२१ या कालावधीतील आहे.

८) यावरून आरोपी हे पुर्वीची (जुनी) कागदपत्रे दाखवून त्याने फिर्यादीची फसवणुक केली नाही असे दर्शविण्याचा प्रयत्न करित असल्याचे स्पष्ट होत आहे.

९) अटक आरोपी स्वप्नील चव्हाण याने सांगितले की, एक्सीस बँकेला देण्यात आलेले इंटिमेशन लेटर हे संगीता एव्हीएशन कंपनीने अॅक्सीस बँकेस दिलेले आहे व त्यामध्ये त्याने सदर कंपनीकरीता केलेल्या कामाच्या बदल्यात कंपनीकडून त्याच्या एक्सीस बँकेतील खाते क्र. ९२१०१०००८८७१०० यावर खालील प्रमाणे रक्कम जमा करण्यात येत आहे.

Sr. No.	Perticulars	Amt (Rs.)
01	Consultancy Fees F.Y. 2017-18	7,00,000/-
02	Consultancy Fees F.Y. 2018-19	9,00,000/-
03	Consultancy Fees F.Y. 2019-20	9,00,000/-
04	Consultancy Fees F.Y. 2020-21	9,00,000/-
	Total	34,00,000/-
	Less-TDS	36,000/-
	Total Paid	33,64,000/-

१०) या पत्राबाबत फिर्यादीस विचारणा केली असता फिर्यादीने संगीता एव्हीएशन कंपनी मार्फतीने असे कोणतेही पत्र आरोपी स्वप्नील चव्हाण यास दिलेले नसल्याचे सांगितले.

११) तसेच सदर पत्राच्या अखेरीस असलेली सही ही देखील फिर्यादीची नसून ती खोटी असल्याचे सांगितले आहे. तसेच संगीता एव्हीएशन या कंपनीचा ऑथोराइज सिग्नेटरी हे फिर्यादी स्वतः असल्याने त्यांच्या सही शिवाय वरील पेमेंट देणे अशक्य असल्याची माहिती फिर्यादीने सांगितली.

१२) आरोपी स्वप्नील चव्हाण याने सादर केलेल्या पत्रातील सही व फिर्यादीची नैसर्गिक सही चे बारकाईने अवलोकण केले असता यात कोणतेही साम्य दिसून आले नाही.

१३) तसेच आरोपी स्वप्नील चव्हाण याचे अॅक्सीस बँकेतील खात्यावर वरीलप्रमाणे रक्कम डिपॉजीज करण्याकरीता बँकेला कंपनीकडून पत्र देण्याची आवश्यकता का असावी? याबाबत कोणतेही सकारात्मक स्पष्टीकरण आरोपीने दिलेले नाही.

१४) याबाबत अधिक तपास करण्याकरीता जा.क्र. ३५८२/२०२३ दि. २२/०६/२३ अन्वये संबंधीत एक्सीस बँकेस पत्र देवुन नमुद इंटीमेशन लेटर बाबत माहिती घेण्यात आली असता एक्सीस बँकेने असे कोणतेही पत्र त्यांच्या अभिलेखावर त्यांना मिळुन आलेले नसल्याचा अभिप्राय दिला आहे. तसेच पैसे खात्यावर डिपॉजीट करण्याकरीता बँकेकडून कोणत्याही पत्राची किंवा स्पष्टीकरणाची बँक मागणी करत नसल्याची माहिती दिली आहे. एक्सीस बँकेकडून प्राप्त झालेल्या पत्राची मुळ प्रत पुरावा म्हणुन गुन्ह्याच्या कगदपत्रांमध्ये समाविष्ट करण्यात आलेली आहे.

१५) आरोपी स्वप्नील चव्हाण याने तपासात सादर केलेले सन २०१७ ते २१ या कालावधीतील टीडीएस प्रमाणपत्रांची सत्यता पडताळणीकरीता आयकर विभाग मुंबई यांचे कार्यालयास पत्रव्यवहार करण्यात आला असुन अद्यापपर्यंत संबंधीत कार्यालयातुन माहिती प्राप्त झालेली नाही.

१६) आरोपी स्वप्नील चव्हाण याने वित्तीय वर्ष २०१७ ते २०२१ या कालावधीतील टीडीएस प्रमाणपत्र जरी तपासात सादर केले असले तरी नमुद आरोपीच्या बँक खात्यात फसवणुकीची रक्कम सन २०२१ या एकाच वर्षात जमा झाली असुन वेगवेगळ्या तारखेस जमा झालेल्या रक्कमेचे वर्णन व टीडीएस प्रमाणपत्रातील रक्कमेचे वर्णन यात साम्य आढळुन येत नाही. यावरून आरोपी तपासाची दिशाभुल करीत असल्याचे निष्पन्न होत आहे.

१७) अटक आरोपी स्वप्नील चव्हाण याने तपासात सहकार्य न केल्याने त्याच्या खात्यावर जमा झालेली फसवणुकीची रक्कम हस्तगत करणे बाकी आहे.

नमुद गुन्ह्यातील अटक आरोपींकडून प्राप्त झालेल्या माहितीवरून तसेच गुन्ह्याच्या एकंदरीत तपासात गुन्ह्यातील आरोपींनी केलेल्या पैशांच्या अपहाराची आरोपीनिहाय खालीलप्रमाणे समरी सादर करीत आहे.

**अपहारीत रकमेचा तपशील:-**

अ. क्र	आरोपीचे नाव	सुप्रीम ट्रान्सपोर्ट (A)	संगीता एव्हीएशन (B)	अमीत अगरवाल (C)	एकुण
०१	विमल अगरवाल	२,०१,४२,१४८	५,००,०००	४,००,०००	२,१०,४२,१४८/-
०२	नुपुर अगरवाल	१८,९१,४५६	८,१७,६००	८,००,०००	३५,०९,०५६/-
०३	गिरीष अगरवाल	१३,४५,०३६	१३,९३,२५०	८,००,०००	३५,३८,२८६/-
०४	समीक्षा अकरवाल	८,७९,९७०	१०,९५,५००	८,००,०००	२७,७५,४७०/-

०५	पिंकी अगरवाल	११,३४,९७०	८,७७,१५०	७,८६,६११	२७,९८,७३१/-
०६	स्वप्नील चव्हाण	—	४४,५५,०००	९७,४००	४५,५२,४००/-
०७	स्नेहा चव्हाण	—	४७,५५,०००	—	४७,५५,०००/-
०८	अतुल पांडे	—	३५,६४,०००	१,७०,०००	३७,३४,०००/-
०९	रजनी पांडे	—	११,००,०००	—	११,००,०००/-
१०	राजेश अगरवाल	—	९०,८५,४२८	—	९०,८५,४२८/-
११	बालाजी एटरप्रायझेस	—	२७,१४,७५९	—	२७,१४,७५९/-
				एकुण	५,९५,६५,२८३/-

अटक आरोपी व पाहीजे आरोपींच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमे बाबत फिर्यादी यांच्या कंपनीच्या अभिलेखावर कोणत्याही प्रकारची नोंद नाही. तसेच अटक आरोपी व पाहीजे आरोपींना रक्कम देण्याबाबत कोणत्याही प्रकारचा संचालक मंडळाचा ठराव मंजूर झाला नसल्याचे स्पष्ट झालेले आहे. यावरून अटक आरोपी व पाहीजे आरोपींच्या बँक खात्यामध्ये ट्रान्सफर झालेली रक्कम ही गुन्ह्यातील अपहाराचीच रक्कम असल्याचे स्पष्ट झालेले आहे.

गुन्ह्याच्या तपासातील निष्पन्न झालेले काही ठळक मुद्दे —

- अटक आरोपी व पाहीजे आरोपींचे आपसात खालील प्रमाणे नातेसंबंध आहेत.
  - पाहीजे आरोपी विमल अगरवाल व गिरीष अगरवाल हे फिर्यादीचे चुलत भाऊ आहेत.
  - पाहीजे आरोपी नुपूर अगरवाल ही विमल अगरवाल यांची पत्नी आहे.
  - पाहीजे आरोपी समिक्षा अगरवाल ही गिरीष अगरवाल यांची पत्नी आहे.
  - पाहीजे आरोपी पिंकी अगरवाल ही फिर्यादी यांची चुलत बहीण असून विमल व गिरीष अगरवाल यांची सख्खी बहीण आहे.
  - पाहीजे आरोपी कमलेश भैरव तातावत हा फिर्यादीच्या कंपनीतील कर्मचारी आहे.
  - पाहीजे आरोपी अतुल पांडे व स्वप्नील चव्हाण हे फिर्यादीचे मित्र आहेत.
  - पाहीजे आरोपी रजनी पांडे ही अतुल पांडे यांची आई तर पाहीजे आरोपी स्नेहा चव्हाण ही स्वप्नील चव्हाण यांची आई आहे.
  - अर्जदार आरोपी हा आरोपी विमल व गिरीष अगरवाल यांचा मेव्हणा आहे.
- गुन्ह्यातील आरोपी श्रीमती नुपूर अगरवाल, समिक्षा अगरवाल, पिंकी अगरवाल या फिर्यादीची कंपनी सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा लि व संगीता एव्हीएशन सर्वीसेस प्रा लि या दोन्ही कंपन्यामध्ये कोणतेही पद भुषवीत नसतानाही त्यांना कंपनीच्या विविध खात्यातून प्रती महीना (प्रत्येक महीन्याला) ४ ते ५ वेळा वेतन आणि भाड्याच्या नावाखाली पैसे मिळाले असल्याचे निष्पन्न झालेले आहे. यावरून आरोपींनी पुर्व नियोजित कट रचून सदर गुन्हा केला असल्याचे स्पष्ट झालेले आहे.
- अटक आरोपी स्वप्नील चव्हाण व पाहीजे आरोपी स्नेहा चव्हाण, रजनी पांडे, व अतुल पांडे हे देखील फिर्यादीच्या दोन्ही कंपनीमध्ये कोणतेही पद भुषवीत नसतानाही, तसेच त्यांनी कंपनीला कोणत्याही प्रकारची सेवा दिलेली नसतानाही

त्यांच्याही बँक खात्यामध्ये रक्कम ट्रान्सफर झाली असल्याचे निष्पन्न झालेले आहे. आरोपी श्रीमती नुपुर अगरवाल, समीक्षा अगरवाल, पिकी अगरवाल, स्वप्नील चव्हाण स्नेहा चव्हाण, रजनी पांडे, व अतुल पांडे यांच्या बँक खात्यावर जमा झालेल्या रक्कमेबाबत कंपनीच्या अभिलेखावर कोणत्याही प्रकारची नोंद नाही, तसेच त्यांना रक्कम देण्या बाबत कंपनीच्या संचालक मंडळामध्ये कोणत्याही प्रकारचा ठराव मंजूर झालेला नाही. अद्यापपर्यंतच्या तपासात यापैकी कोणीही संचालक मंडळाच्या ठरावाचे कोणतेही कागदपत्रे सादर केलेली नाहीत.

- फिर्दादीची कंपनी सुप्रिम ट्रान्सपोर्ट व संगिता एव्हिएशन यांच्या बँक खात्यापैकी HDFC बँकेच्या खात्याचा अॅक्सेस पाहीजे आरोपी विमल अगरवाल व अटक आरोपी गिरीष अगरवाल यांच्याकडे होता. तर उर्वरित बँक खात्यांचा अॅक्सेस कंपनीचे सी.एफ.ओ. (चिफ अकाउंट ऑफिसर) पाहीजे आरोपी कमलेश तातावत यांच्याकडे होता. आरोपी विमल अगरवाल व गिरीष अगरवाल यांनी कंपनीचे सी. एफ.ओ. आरोपी कमलेश तातावत व इतर आरोपीसोबत संगणमत करून तसेच पुर्वनियोजित कट रचून सदर रकमेचा अपहार केला असल्याचे निष्पन्न झाले आहे.
- आरोपींनी फिर्दादी यांच्या कंपनीच्या बँक खात्यातून तसेच फिर्दादीच्या वैयक्तिक बँक खात्यातील एकूण 5,95,65,283/- एवढ्या रकमेचा अपहार केला असल्याचे स्पष्ट झाल्यानंतर आरोपींची कलम १०२ फौदप्रस अन्वये बँक खाती गोठविण्यात आली असून आरोपींच्या बँक खात्याचा तपशील खालील प्रमाणे आहे. आरोपींची नमुद बँक खाती गोठविण्यात आल्या बाबतची माहीती मा. महानगर दंडाधिकारी, ६५ वे न्यायालय, अंधेरी, मुंबई यांचे न्यायालयात सादर करण्यात आली आहे.

आरोपींच्या गोठविण्यात आलेल्या बँक खात्याचा तपशील:-

Sr. No	Bank Name	Account Numbers	Account holder Names
01	HDFC	02721000019875	Vimal Agarwal
02	HDFC	02721000018984	Nupur Agarwal
03	HDFC	02721000019892	Girish Agarwal
04	HDFC	02721000070214	Samixa Agarwal
05	HDFC	02721000055437	Pinky Agarwal
06	ICICI	104401531869	Swapnil Chavan
07	Axis	921010008877100	Swapnil Baban Chavan
08	Saraswat	013200128873557	Sneha Baban Chavan
09	HDFC	12111140000459	Atul Pandey
10	PNB	1565000100131966,	Rajni Surendra Pandey
11	ICICI	623501540474	Rajesh Agarwal

- अटक आरोपी व पाहीजे आरोपी यांनी फिर्दादी यांच्या वैयक्तिक बँक खात्यातून तसेच फिर्दादी यांच्या दोन्ही कंपनीच्या बँक खात्यातून ट्रान्सफर

16. \* Brief fact of the case (Add separate sheet, if necessary):  
प्रकरणाची थोडक्यात माहिती (आवश्यक असल्यास वेगळा कागद जोडावा)

झालेली संपुर्ण रक्कम काढून घेतली असल्यामुळे सदरची रक्कम हस्तगत करणे शक्य झालेले नाही.

- फिर्यादी यांच्या वैयक्तिक बँक खात्यातून तसेच त्यांच्या दोन्ही कंपनीच्या कंपन्यांच्या बँक खात्यातून गुन्ह्यातील आरोपींच्या बँक खात्यामध्ये ट्रान्सफर झालेली रक्कम ही नमुद गुन्ह्याच्या घोटाळयातील रक्कम असल्याबाबत कंपनीचे सी.ए. श्री गिरीष मुंदडा यांनी फिर्यादी यांना दिनांक ०२/०३/२०२३ रोजी ऑडिट रिपोर्ट सादर केला असून सदर अहवालाची एक प्रत सहार पोलीस ठाणेला देखील त्यांनी दिली आहे.
- सदर गुन्ह्यातील पाहीजे आरोपी (१) विमलकुमार जगदीशप्रसाद आग्रवाल (२) नुपर विमलकुमार अग्रवाल (३) समीक्षा गिरीष अग्रवाल (४) पिकी जगदीशप्रसाद अग्रवाल (५) स्नेहा बबन चव्हाण (६) राजेश भगवानदास अग्रवाल यांचा अटक पुर्व जामीन अर्ज मा. सत्र न्यायालय, दिंडोशी, मुंबई यांनी नामंजुर केला असून त्याविरोधात त्यांनी मा. उच्च न्यायालयात याचिका दाखल केली असून या सर्वांच्या याचिकेवर सुनावणी प्रलंबीत आहे.
- पाहीजे आरोपी (१) विमलकुमार जगदीशप्रसाद आग्रवाल (२) नुपर विमलकुमार अग्रवाल (३) समीक्षा गिरीष अग्रवाल (४) पिकी जगदीशप्रसाद अग्रवाल (५) स्नेहा बबन चव्हाण (६) अतुल सुरेद्र पांडे (७) रजनी सुरेद्र पांडे, (८) राजेश भगवानदास अग्रवाल (९) कमलेश भैरवा तातावत यांचा शोध सुरू असून ते मिळून येताच त्यांना नुमद गुन्ह्यात अटक करण्याची तजवीज ठेवली आहे.
- तसेच यापैकी ज्यांचे मा. उच्च न्यायालयात सुरू असलेल्या अटकपुर्व जामिन अर्जाच्या सुनावणीत मा. न्यायालयाकडून प्राप्त अंतिम आदेशाप्रमाणे योग्य ती कार्यवाही करण्याची तजवीज ठेवण्यात आली आहे.
- गुन्ह्यातील पाहीजे आरोपींची खालीलप्रमाणे पाहीजे आरोपी नोंदवही मध्ये नोंद घेवून अभिलेखावर ठेवण्यात आले आहे.

अ.क्र.	पाहीजे आरोपीचे नाव	पाहीजे आरोपी नोंदवही क्रमांक
१	विमलकुमार जगदीशप्रसाद अग्रवाल	४५१
२	नुपर विमलकुमार अग्रवाल	४५२
३	समीक्षा गिरीष अग्रवाल	४५३
४	पिकी जगदीशप्रसाद अग्रवाल	४५४
५	स्नेहा बबन चव्हाण	४५५
६	अतुल सुरेद्र पांडे	४५६
७	रजनी सुरेद्र पांडे	४५७

८	राजेश भगवानदास अग्रवाल	४५८
९	कमलेश भैरवा तातावत	४५९

- गुन्हयातील अटक आरोपी १) गिरीषकुमार जगदीशप्रसाद अग्रवाल व २) स्वप्नील बबन चव्हाण यांचेविरुद्ध दोषारोपपत्र मा. न्यायालयात सादर करण्याचा कालावधी संपुष्टात येत असल्याने त्यांच्याविरुद्ध दोषारोपपत्र तयार करून ते विहित वेळेत मा. न्यायालयात सादर करण्यात येत आहे. तसेच प्रस्तुत गुन्हयातील उर्वरित आरोपींविरुद्ध तपास सुरू असून ते मिळून येताच त्यांच्या विरुद्ध पुरवणी दोषारोपपत्र मा. न्यायालयात सादर करण्याची तजवीज ठेवण्यात आली आहे.
- तसेच नमुद गुन्हयाचा तपास चालू ठेवण्यात आला असून पुढील तपासामध्ये अटक आरोपींविरुद्ध आणखीन काही पुरावे उपलब्ध झाल्यास ते फौ.दं.प्र.सं. कलम १७३(८) अन्वये गुन्हयातील उर्वरित पाहीजे आरोपींच्या पुरवणी दोषारोपपत्रासह न्यायालयात सादर करण्याची तजविज ठेवली आहे.

अटक आरोपी (१) जगदीशप्रसाद अग्रवाल व (२) स्वप्नील बबन चव्हाण यांचे विरुद्ध दोषारोपपत्र सादर करणे इतपत पुरेसा सबळ पुरावा उपलब्ध झाला आहे. सबब नमुद दोन्ही आरोपींविरुद्ध विहित नमुन्यात दोषारोपपत्र तयार करून ते सोबत जोडण्यात आले आहे. सदर दोषारोपपत्र मा. महानगर दंडाधिकारी, ६३ वे न्यायालय, अंधेरी, मुंबई यांचे न्यायालयात सादर करित आहोत.

### “दोषारोप”

मा. महानगर दंडाधिकारी, ६३ वे न्यायालय, अंधेरी, मुंबई यांच्या स्थळसिमेत, सहार पोलीस ठाणे हद्दीतील “ सुप्रिम ट्रान्सपोर्ट प्रा लि आणि संगीता एव्हीएशन सर्विस प्रा लि, पत्ता— ५/बी—३४, ५/बी—३२ अक्षय मित्तल इंडस्ट्रीयल इस्टेट, अंधेरी कुर्ला रोड, अंधेरी (पुर्व), मुंबई ” येथे एप्रिल—२०१८ ते जुलै—२०२२ या कालावधीत सदर गुन्हा घडला आहे.

अटक आरोपी (१) गिरीष जगदीशप्रसाद अग्रवाल, वय ४० वर्षे (२) स्वप्नील बबन चव्हाण, वय ३४ वर्षे यांनी तसेच पाहीजे आरोपी (१) विमल अग्रवाल (२) नुपर अग्रवाल (३) गिरीष अग्रवाल (४) समीक्षा अग्रवाल (५) पिंकी अग्रवाल (६) स्वप्नील चव्हाण (७) स्नेहा चव्हाण (८) अतुल पांडे (९) रजनी पांडे, (१०) राजेश भगवानदास अग्रवाल यांनी पाहीजे आरोपी (११) कमलेश भैरव तातावत यांच्याशी संगणमत करून पुर्वनियोजित कट रचून त्यांच्या मदतीने एप्रिल—२०१८ ते जुलै—२०२२ या कालावधीत फिर्यादी यांच्या सुप्रिम ट्रान्सपोर्ट प्रा लि आणि संगीता एव्हीएशन सर्विस प्रा लि या कंपनीच्या बँक खात्यातून व फिर्यादी यांच्या वैयक्तीक बँक खात्यातून एकुण 5,95,65,283/- एवढी रक्कम स्वतःच्या बँक खात्यामध्ये ट्रान्सफर करून घेतली आहे. तसेच सदर रक्कम ट्रान्सफर केल्याची माहीती मिळू नये करिता आरोपींनी संगणमताने खोटे हिशोब तयार केले. अशा प्रकारे अटक आरोपी व पाहीजे

(G.C.P) K2297D

Form: 5-E

16. \* Brief fact of the case (Add separate sheet, if necessary):  
प्रकरणाची थोडक्यात माहिती (आवश्यक असल्यास वेगळा कागद जोडावा)

आरोपींनी अपहार करून फिर्यादी यांची एकूण 5,95,65,283/- एवढ्या रकमेची फसवणुक केली आहे, म्हणून आरोपी गिरीष जगदीशप्रसाद अगरवाल व स्वप्नील बबन चव्हाण यांचे विरुद्ध कलम १२०(ब), ४०८, ४०९, ४७७(अ), ४२०, ३४ भादवि, अन्वये दोषारोप आहे.

17. Refer Notice Served.....Yes/No.....Dated  
संदर्भ नोटीस बजावली होय/नाही तारीख  
(Acknowledgement to be placed)  
(पोचपावती सादर करावी)
18. Dispatched on.....  
पाठविण्याची तारीख

Forwarded by Station House  
Officer/Officer-in-charge  
ठाणे अमलदार/प्रभारी अधिका—याने अग्रेषित केले

Signature of the Investigation officer  
submitting the Final Report/Charge sheet  
अंतिम अहवाल/आरोपपत्र सादर करणा—या  
अधिका—याची सही

Name: संजय सोविकर  
Rank: वरिष्ठ पोलीस निरीक्षक  
PS: सहार पोलीस ठाणे, मुंबई

Name: संदीप शिंदे  
Rank: सहाय्यक पो. निरीक्षक  
PS: सहार पोलीस ठाणे, मुंबई

**FIRST INFORMATION REPORT**

(Under Section 154 Cr.P.C.)

प्रथम खबर अहवाल  
(कलम १५४ फौजदारी प्रक्रिया संहिता)

गुल्फ - 155/23

1. District (जिल्हा): बृहन्मुंबई शहर

P.S.(ठाणे): सहार

Year (वर्ष): 2023

FIR No.(प्रथम खबर क्र.): 0207

Date and Time of FIR (प्र. ख. दिनांक आणि वेळ): 25/04/2023 16:56 बजे

S.No. (अ.क्र.)	Acts (अधिनियम)	Sections (कलम)
1	भारतीय दंड संहिता १८६०	120-B
2	भारतीय दंड संहिता १८६०	४०८
3	भारतीय दंड संहिता १८६०	४०९
4	भारतीय दंड संहिता १८६०	477-A
5	भारतीय दंड संहिता १८६०	४२०
6	भारतीय दंड संहिता १८६०	३४

3. (a) Occurrence of offence (गुन्ह्याची घटना):

1. Day(दिवस): दरमियानी दिन

Date From (दिनांक पासून): 01/04/2018

Time Period

Date To (दिनांक पर्यंत): 31/07/2022

(कालावधी):

Time From (वेळेपासून): 00:00 बजे

Time To (वेळेपर्यंत): 00:00 बजे

(b) Information received at P.S. (माहिती मिळालेले पोलीस ठाणे):

Date (दिनांक ): 25/04/2023

Time (वेळ): 16:56 बजे

(c) General Diary Reference (रोजनामचा संदर्भ)

Entry No. (नोंद क्र.): 033

Date &amp; Time (दिनांक आणि वेळ): 25/04/2023 16:56 बजे

4. Type of Information (माहितीचा प्रकार): Oral

5. Place of Occurrence (घटनास्थळ):

1.(a) Direction and distance from P.S.(पोलीस ठाण्यापासून दिशा व अंतर): पूर्व, 5 किमी

Beat No. (बिट क्र.):

(b) Address (पत्ता): कंपनीचे आसिफ 5/बी-34, 5/बी-32, अक्षय मित्तल इंडस्ट्रीयल इस्ट, अंधेरी कुर्ला रोड, अंधेरी पुर

(c) In case, outside the limit of this Police Station, then (या पोलीस ठाण्याच्या हद्दीबाहेर असल्यास):

Name of P.S.(पोलीस ठाण्याचे नाव):

District(State) (जिल्हा(राज्य)):

स.पो.आयुक्त व.पो.नि.पो.नि.गुल्फे  
26 APR 2023 26 APR 2023 26 APR 2023

## 6. Complainant / Informant (तक्रारदार/माहिती देणारा):

(a) Name (नाव): अमीत कमल अगरवाल

(b) Father's/Husband's Name (वडील / पती चे नाव):

(c) Date/Year of Birth (जन्म तारीख/वर्ष): 1989

(d) Nationality (राष्ट्रीयत्व): भारत

(e) UID No. (यु.आय.डी. क्र.):

(f) Passport No. (पारपत्र क्र.):

Date of Issue (दिल्याची तारीख):

Place of Issue (दिल्याचे ठिकाण):

(g) Id details (Ration Card, Voter ID Card, Passport, UID No., Driving License, PAN) ओळखपत्र विवरण (राशन कार्ड, मतदाता कार्ड, पासपोर्ट, यूआईडी सं., ड्राइविंग लाइसेंस, पॅन कार्ड)

S.No. (अ. क्र.)	Id Type (ओळखपत्राचा प्रकार)	Id Number (ओळखपत्राचा क्रमांक)
1		

(h) Address (पत्ता):

S.No. (अ. क्र.)	Address Type (पत्त्याचा प्रकार)	Address (पत्ता)
1	वर्तमान पत्ता	901 बिकानेर भवन, जे बी नगर, अंधेरी पूर्व, मुंबई, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
2	स्थायी पत्ता	901 बिकानेर भवन, जे बी नगर, अंधेरी पूर्व, मुंबई, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत

(i) Occupation (व्यवसाय):

(j) Phone number (फोन नं.):

Mobile (मोबाइल नं.):

## 7. Details of known/suspected/unknown accused with full particulars (माहित असलेल्या / संशयीत/अनोळखी आरोपीचा संपूर्ण पत्ता):

S.No. (अ.क्र.)	Name (नाव)	Alias (उर्फनाव)	Relative's Name (नातेवाईकाचे नाव)	Present Address (वर्तमान पत्ता)
1	विमल अगरवाल			1. बेगलोर, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
2	गिरीश अगरवाल			1. माहिती नाही, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
3	कमलेश भैरव-तातावत			1. माहिती नाही, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
4	नुपर अगरवाल			1. माहिती नाही, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
5	समीक्षा अगरवाल			1. माहिती नाही, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
6	पिकी अगरवाल			1. माहिती नाही, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
7	स्वप्नील चव्हाण			1. माहिती नाही, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
8	स्नेहा चव्हाण			1. माहिती नाही, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत
9	अतुल पांडे			1. माहिती नाही, सहार, बृहनमुंबई शहर, महाराष्ट्र, भारत

2  
Sandeep

2

Amrit Agarwal

## I.I.F.-I (एकीकृत अन्वेषण फॉर्म - १)

10	रजनी पांडे		1. माहिती नाही ,सहार,बृहनमुंबई शहर, महाराष्ट्र, भारत
11	राजेश भगवानदास अगरवाल		1. माहिती नाही ,सहार,बृहनमुंबई शहर, महाराष्ट्र, भारत

8. Reasons for delay in reporting by the complainant/informant (तक्रारदार/माहिती देणा-याकडून तक्रार करण्यातील विलंबाची कारणे):

9. Particulars of properties of interest (संबंधीत मालमत्तेचा तपशील):

S.No. (अ.क्र.)	Property Category (मालमत्ता वर्ग)	Property Type (मालमत्ता प्रकार)	Description (वर्णन)	Value(In Rs/-) (मुल्य (रु. मध्ये))
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10 Total value of property (In Rs/-)-(चोरीस गेलेल्या मालमत्तेचे एकूण मुल्य (रु. मध्ये)):

11 Inquest Report / U.D. case No., if any (इन्क्वेस्ट अहवाल/ अकस्मात मृत्यू प्रकरण क्र.,जर असल्यास):

S.No. (अ.क्र.)	UIDB Number (यु.आय.डी. बी.क्र.)
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12 First Information contents (प्रथम खबर हकीकत ):

फिर्यादीचा सविस्तर जबाब सोबत जोडलेला आहे. गुरक्रं 155/23

श्री. अमीत कमल अगरवाल, वय 34 वर्षे, धंदा-व्यवसाय, रा.ठी. 901 बिकानेर भवन, जे.बी. नगर, अंधेरी (पुर्व), मुंबई (मोबा-9870811224)

मी, वरील प्रमाणे असून वर नमुद पत्त्यावर माझे वडील श्री. कमल अगरवाल व आई श्रीमती संगीता अगरवाल यांच्या सोबत रहावयास आहे. माझे वडील श्री. कमल अगरवाल यांनी सन-2008 मध्ये सुप्रिम ट्रान्सपोर्ट प्रा लि या नावाची कंपनी सुरु केलेली आहे. मी संगीता एव्हीएशन सर्विस प्रा लि या कंपनीची स्थापना सन-2012 मध्ये केलेली आहे. या दोन्ही कंपन्यामध्ये मी अध्यक्ष आणि कार्यकारी संचालक म्हणून सध्या कार्यरत आहे. दोन्ही कंपनीचे ऑफिस 5/बी-34, 5/बी-32 अक्षय मितल इंडस्ट्रीयल इस्टेट, अंधेरी कुर्ला रोड, अंधेरी (पुर्व), मुंबई या ठिकाणी आहे.

कंपनीचे संचालक (1) श्री. विमल अगरवाल व (2) गिरीश अगरवाल आणि कंपनीचे सी.एफ.ओ (3) कमलेश भैरव-तातावत यांनी आपसात संगणमत करून एप्रिल-2018 ते जुलै-2022 या कालावधीत भाडे आणि वेतनाच्या नावाखाली कंपनीच्या एकुण 5 कोटी रुपयांचा अपहार केला असल्याबाबत मी डिसेंबर-2022 मध्ये मा. पोलीस सह आयुक्त, आर्थिक गुन्हे शाखा, मुंबई यांच्याकडे तक्रार केली होती, परंतु त्यांनी माझी तक्रार स्थानीक पोलीस ठाण्याकडे पाठवली असल्याचे कळविलेले आहे. सबब मी दिनांक 07/01/2023 रोजी सहार पोलीस ठाणे येथे लेखी तक्रार केली असून त्या अनुषंगाने मी खालील प्रमाणे सविस्तर जबाब देत आहे.

सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीमध्ये मी स्वतः, तसेच माझे वडील श्री. कमल अगरवाल, माझा सख्खा धाकटा भाऊ श्री. आकाश अगरवाल आणि श्री. विमल अगरवाल व श्री. गिरीश अगरवाल असे एकुण 05 संचालक आहेत. सदर कंपनीचा मुख्य व्यवसाय मालाची रस्ते वाहतूक आणि हवाई वाहतूक करण्याचा आहे. कंपनीच्या मालकीची काही वाहने व विमान आहे. या व्यतीरीक कंपनीच्या व्यवसाया करीता आवश्यकते नुसार भाडे तत्वावर वाहने घेतली जातात. सदर कंपनीचे मुख्य कार्यालय मुंबईमध्ये असून पनवेल, कळंबोली, राजस्थान, गुजरात, दिल्ली आणि बंगलोर या ठिकाणी शाखा व विभागीय कार्यालये आहेत.

संचालकापैकी श्री. विमल अगरवाल हे बंगलोर येथे रहावयास आहेत. श्री. गिरीश अगरवाल हे दिल्ली येथे रहावयास आहेत. ते दोघेही नात्याने माझे चुलतभाऊ आहेत. त्यांचे दिवंगत वडील कै. जगदीशप्रसाद अगरवाल माझ्या वडीलांचे सख्खे मोठे भाऊ होते. कै. जगदीशप्रसाद अगरवाल यांच्या मृत्यु नंतर श्री. विमल अगरवाल आणि श्री गिरीश अगरवाल यांची परस्परातील सहमती नुसार सुप्रिम ट्रान्सपोर्ट कंपनीमध्ये संचालक म्हणून नियुक्ती करण्यात आली आहे. ते दोघेही प्रत्येक महिन्यातील काही दिवस मुंबईमध्ये राहून कंपनीच्या दैनंदिन कामकाजात सहभागी होत असत.

सुप्रिम ट्रान्सपोर्ट प्रा लि. ही कंपनी तोटयात व्यवसाय करीत असल्यामुळे सन-2012 साली आमच्या कुटुंबातील आपसातील समझौत्या नुसार माझी सदर कंपनीमध्ये कार्यकारी संचालक आणि अध्यक्ष म्हणून नेमणूक करण्यात आली आहे. तेव्हापासून दोन्ही कंपनीचा व्यवसाय एकत्रीत रित्या वर नमुद पत्त्यावरील कंपनीच्या कार्यालयातून माझ्या देखरेखीखाली करण्यात येत आहे. संगीता एव्हीएशन या कंपनीच्या विरुद्ध थकबाकी देय असल्याकारणाने एका कंपनीने एन.सी.एल.टी. येथे इन्सॉल्व्हन्सी पीटीशन दाखल केले होते. त्यानुसार मा. एन.सी.एल.टी. प्राधिकरणाने संगीता एव्हीएशन या कंपनीस दिवाळखोर म्हणून दिनांक 10/08/2021 रोजी घोषित केले होते. त्याविरुद्ध कंपनीच्या वतीने अपीलिय प्राधिकरणाकडे दाद मागण्यात आली असून त्याची सुनावणी चालू आहे. त्यामुळे संगीता एव्हीएशन या कंपनीच्या सर्व आर्थिक व्यवहारांवर मा. एन.सी.एल.टी. प्राधिकरणाने नेमलेल्या आय.आर.पी. श्री बिजेन्द्र झा यांची देखरेख आहे.

सन-2014 मध्ये आमच्या कंपनीमध्ये श्री. वरुण रमेश काकरीया, रा.ठी. बि विंग, शरयु बिल्डींग, सुचीघाम, फिल्म सिटी रोड, मालाड

स.पो.आयुक्त व्ही.नि.पो.नि.गुन्हे  
26 APR 2023 26 APR 2023 26 APR 2023

(पुर्व), मुंबई याची नेमणुक सदर कंपनीमध्ये सहाय्यक म्हणून करण्यात आली होती.

सन-2016 साली आमच्या कंपनीमध्ये श्री कमलेश भैरव-तातावत, रा.तौ. 89/डी, नारायण विहार-1, जगन्नाथपुर, संगानेर, जयपुर, राजस्थान याची चिफ फायनान्स आॅफिसर म्हणून नियुक्ती केली होती. तसेच त्याचा चुलतभाऊ मुकेश भैरव -तातावत याची नियुक्ती चिफ आॅपरेशन आॅफिसर म्हणून केली होती.

दोन्ही कंपन्या वेळोवेळी सरकारच्या विविध खात्यातर्फे जाहीर करण्यात आलेल्या प्रकल्पात ठेकदार म्हणून सहभागी होत असतात. सदर कंत्राट मिळविण्या करीता करावयाची संपुर्ण प्रक्रीया, त्या करीता आवश्यक असलेले सर्व कागदोपत्री व्यवहार, वेळोवेळी संबधीत सरकारी अधिका-या समवेत संपर्क ठेवणे, कंत्रट पुर्ण करण्या करीता विविध व्यवसायीकांची मदत घेणे, कंत्राटा प्रमाणे नेमुन दिलेले काम पुर्ण करणे, सरकारी कार्यालयातुन येणे असलेल्या रकमेचा पाठपुरावा करणे, कंपनी तर्फे विविध व्यवसायीकांना देय असलेली रक्कम अदा करणे इत्यादी अनेक कार्य व्यवसाया निमीत्त करावी लागतात. या सर्व कामाची जबाबदारी श्री. कमलेश तातावत आणि श्री. वरुण काकरीया यांच्यावर सोपविण्यात आली होती, त्या प्रमाणे ते दोघेजण कंपनीतील कामकाज करीत होते.

माझे पुर्वीचे मित्र स्वप्नील चव्हाण आणि अतुल पांडे हे सुध्दा वर नमुद पत्त्यावरील कंपनीच्या कार्यालयात नेहमी येत-जात होते. आमच्या दोन्ही कंपनीचे एच.डी.एफ.सी बँक, बँक आॅफ इंडिया, पंजाब नॅशनल बँक, सिटी बँक, डी.सी.बी बँक इत्यादी बँकेमध्ये बँक खाते आहेत. सदर बँक खात्याचा तपशील खालील प्रमाणे आहे.

Bank Name  
Account Number  
M/s Supreme Transport Origination Pvt. Limited  
HDFC  
10452840000014

HDFC  
03302840000157

HDFC  
01662840000470

HDFC  
03302840000140

04072840000053

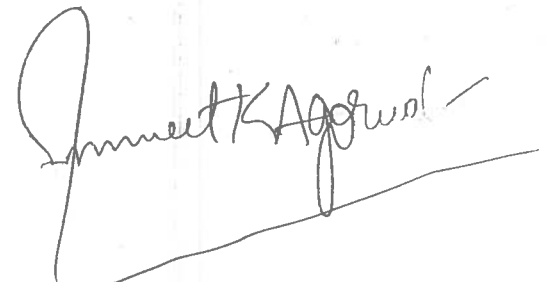
HDFC  
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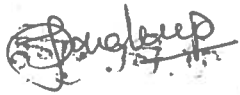
PNB  
10451131002901

BOI  
843720110000498  
843720110000498  
BOI  
004420110000823

श्री. अमीत कमल अगरवाल, वय 34 वर्षे यांचा जबाब पुढे चालू.....

Bank Name  
Account Number  
M/s Sangeeta Aviation Services Pvt. Ltd  
Development Credit Bank

4 



RECEIVED BY  
2016/04/21

(Customer ID  
102173678)  
00421300002745

HDFC  
50200008133578

Citi Bank  
0060246114

Punjab National Bank  
10454015001858

तसेच कंपनीच्या व्यवहारातील सुलभते करीता माझे व्यक्तीगत बँक खाती कंपनीच्या कार्यालयातुन वेळोवेळी वापरण्यात येत असतात. माझ्या वैयक्तीक बँक खात्याचा तपशील खालील प्रमाणे

Bank Name  
Account Number  
Mr. Ammeet K. Agarwal  
Development Credit Bank  
00410200001403

PNB  
10452191004874

वर नमुद केलेली सर्व बँक खाती व्यवहारीक सुलभते करीता नेट बँकींगच्या माध्यमातुन वापरली जातात. उपरोक्त HDFC बँक खात्यापैकी सुप्रिम ट्रान्सपोर्ट प्रा लि कंपनीच्या भ्रष्ट बँकेतील सर्व खात्याचा रजिस्टर्ड ईमेल आयडी हप्तपेी ; Mh girish@stopl.in आणि रजिस्टर्ड मोबाईल क्रमांक 9311701121 असा असुन सदरचा ईमेल आयडी आणि मोबाईल नंबर श्री. गिरीश अगरवाल यांच्या व्यक्तीगत वापरात आहे. तसेच इतर सर्व बँक खात्याचा रजिस्टर्ड ईमेल आय.डी.-Mh- kamlesh@supremeavaiaation.com आणि रजिस्टर्ड मोबाईल नंबर 8078655144 असा असुन तो कमलेश तातावत यांच्या व्यक्तीगत वापरात आहे. मला कंपनीच्या कामासाठी सतत पदेघात तसेच भारतातील विविध भागात जावे लागते, त्यामुळे मला कंपनीच्या दैनंदिन आर्थीक व्यवहाराचे कामकाज पाहणे शक्य नसल्यामुळे मी आमच्या दोन्ही कंपनीच्या सर्व आर्थीक व्यवहाराची तसेच माझ्या वैयक्तीक बँक खात्यातील ऑनलाईन/ऑफलाईन व्यवहाराची संपुर्ण जबाबदारी सी.एफ.ओ कमलेश तातावत यांच्यावर सोपवली होती. तसेच कमलेश तातावत याला कंपनीच्या कामकाजा करीता एक स्वतंत्र लॅपटॉप आणि संगणक देण्यात आलेला होता.

मी, जुलै-2022 मध्ये कंपनीच्या आर्थीक व्यवहाराचा आढावा घेत असताना मला काही माहीती आवश्यक असल्याने मी कमलेश आणि वरुण यांना आमच्या कंपनीस येणे असलेल्या रकमेचा तपशील मागीतला होता. त्यावेळी निष्पांन लिमिटेड कंपनीकडुन आमच्या कंपनीला काही रक्कम येणे बाकी असल्याचे समजले. त्यामुळे मी स्वतः जुलै ते सप्टेंबर-2022 मध्ये निष्पांन कंपनीच्या संबंधीत अधिका-यांना अनेकवेळे ईमेल पाठवुन आमच्या कंपनीची देय असलेली रक्कम लवकरात लवकर अदा करावी अशी विनंती केली होती.

ब-याच प्रयत्ना नंतर दिनांक 26/08/2022 रोजी निष्पांन लिमिटेड कंपनीच्या पदाधिका-यांनी मला ईमेल पाठवुन आमच्या कंपनीला देय असलेली रक्कम आमच्या कंपनीच्या BOI A/C No843720110000498 मध्ये ट्रान्सफर केली असल्याचे कळविले होते.

मी उपरोक्त BOI बँक खात्याचे स्टेटमेंट प्राप्त करुन त्याचे अवलोकन केले असता दिनांक 26/07/2022 रोजी निष्पांन लिमिटेड कंपनीकडुन एकुण 03,22,616/- एवढी रक्कम बँक खात्यामध्ये क्रेडीट झाली असल्याचे आढळुन आले. परंतु दिनांक 27/07/2022 रोजी एकुण 03,23,278/- एवढी रक्कम कंपनीचे संचालक श्री. विमल अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आली असल्याचे आढळुन आले.

सदर वेळी मी परदेघात असल्यामुळे सी.एफ.ओ. श्री. कमलेश तातावत यांच्याशी संपर्क साधुन त्यांच्याकडे विमल अगरवाल यांना दिनांक 27/07/2022 रोजी करण्यात आलेल्या पेमेंट बाबत विचारणा केली, परंतु त्यांनी मला कोणतीही समाधानकारक माहीती दिली नाही. सबब श्री. विमल अगरवाल यांच्याशी संपर्क केला परंतु त्यांनीही मला कोणतीही समाधान कारक माहीती दिली नाही. त्यानंतर कमलेश तातावत आणि वरुण काकरीया यांनी अचानक कंपनीच्या ऑफिसमध्ये येणे बंद केले.

श्री. विमल अगरवाल व कमलेश तातावत यांच्या एकंदरीत वर्तणुकीवरुन त्यांनी कंपनीमध्ये काहीतरी आर्थीक गैरव्यवहार केला असावा अशी शंका आल्यामुळे मी परदेघातुन भारतात आल्यानंतर आमच्या कंपनीचे चार्टर्ड अकाउंटंट श्री. गिरीष मुंदडा यांना दिनांक 06/09/2022 रोजी लेखी पत्र पाठवुन कंपनीच्या बँक खात्याची तसेच आर्थीक व्यवहाराची चौकशी/छाननी करुन त्यांनी केलेल्या चौकशी/छाननीचा निष्कर्ष कळविण्याची विनंती केली होती. त्या प्रमाणे त्यांनी आमच्या कंपनीच्या आर्थीक व्यवहाराची तपासणी करुन त्यांचा अहवाल दिनांक 02/03/2023 रोजी वरिष्ठ पोलीस निरीक्षक, सहार पोलीस ठाणे यांना पाठविलेला आहे. त्याची प्रत मी यासोबत सादर करीत आहे.

स.पो.आयुक्त दे.सी.नि. पो.नि. गुन्हे  
26 APR 2023 26 APR 2023 26 APR 2023

सुप्रीम ट्रान्सपोर्ट, संगीता एव्हीएषन आणि माझ्या वैयक्तीक (उपरोक्त नमुद) बँक खात्याची माहिती व बँक स्टेटमेंट घेऊन त्याचे अवलोकन केले असता भाडे आणि वेतनाच्या नावाखाली सुप्रीम ट्रान्सपोर्ट कंपनी, संगीता एव्हीएषन आणि माझ्या वैयक्तीक बँक बँक खात्यातून खालील व्यक्तींच्या बँक खात्यामध्ये एकुण 6,27,36,180/- एवढी रक्कम ट्रान्सफर झाली असल्याचे आढळून आले. सदर व्यक्तीची नावे व त्यांच्या बँक खात्याची माहिती खालील प्रमाणे आहे.

1) श्री. विमल अगरवाल यांचे HDFC Bank A/c No 02721000019875 या खात्यामध्ये दिनांक 03/04/2018 ते दिनांक 09/07/2022 या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रु. 1,86,26,908 , संगीता एव्हीएषन कंपनीच्या खात्यातून एकुण रक्कम रु. 13,93,250 आणि अमित अगरवाल यांच्या खात्यातून रु. 8,00,000 अशी एकत्रित 02,08,20,158/- इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

श्री. अमीत कमल अगरवाल, वय 34 वर्षे यांचा जबाब पुढे चालू.....

2) श्रीमती नूपुर विमल अगरवाल यांचे HDFC Bank A/c No 02721000018984 या खात्यामध्ये दिनांक 16/01/2018 ते दिनांक 06/07/2022 या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रु. 22,14,824 , संगीता एव्हीएषन कंपनीच्या खात्यातून एकुण रक्कम रु. 8,17,600 आणि अमित अगरवाल यांच्या खात्यातून रु. 8,00,000 अशी एकत्रित 38,32,424. इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

3) श्री. गिरीश जगदीशप्रसाद अगरवाल यांचे 02721000019892 या खात्यामध्ये दिनांक 22/06/2018 ते दिनांक 06/07/2022 या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रु. 11,05,072 , संगीता एव्हीएषन कंपनीच्या खात्यातून एकुण रक्कम रु. 13,93,250 आणि अमित अगरवाल यांच्या खात्यातून रु. 8,00,000 अशी एकत्रित 32,98,332. इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

4) श्रीमती समीक्षा गिरीश अगरवाल यांचे HDFC Bank A/c No 02721000070214 या खात्यामध्ये दिनांक 22/06/2018 ते दिनांक 06/07/2022 या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रु. 08,79,970 , संगीता एव्हीएषन कंपनीच्या खात्यातून एकुण रक्कम रु. 10,95,500 आणि अमित अगरवाल यांच्या खात्यातून रु. 8,00,000 अशी एकत्रित 27,75,470घ. इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

5) श्रीमती पिकी जगदीशप्रसाद अगरवाल यांचे HDFC Bank A/c No02721000055437 या खात्यामध्ये दिनांक 04/05/2018 ते दिनांक 06/07/2022 या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातून एकुण रक्कम रु. 11,94,970 , संगीता एव्हीएषन कंपनीच्या खात्यातून एकुण रक्कम रु. 8,77,150 आणि अमित अगरवाल यांच्या खात्यातून रु. 7,86,611 अशी एकत्रित 28,58,700/-रक्कम ट्रान्सफर करण्यात आले आहेत.

6) श्री. अतुल सुरेद्र पांडे यांचेHDFC Bank A/c No 12111140000459 या खात्यामध्ये दिनांक 31/08/2019 ते दिनांक 15/12/2021 या कालावधीत एकुण 37ए34ए000घ. इतकी रक्कम संगीता एव्हीएषन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

7) श्रीमती रजनी सुरेद्र पांडे यांचे PNB Bank A/c No 1565000100131966 या खात्यामध्ये दिनांक 09/10/2020 ते दिनांक 05/12/2020 या कालावधीत एकुण 11ए00ए000घ. इतकी रक्कम संगीता एव्हीएषन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

-----8) श्री. स्वप्नील बबन चव्हाण यांचेCICI Bank A/c No 104401531869 -Axis Bank A/c No921010008877100 या खात्यामध्ये दिनांक 15/11/2019 ते दिनांक 27/12/2021 या कालावधीत एकुण 45,52,400घ. इतकी रक्कम संगीता एव्हीएषन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

9) श्रीमती स्नेहा बबन चव्हाण यांचे Saraswat Bank A/c No013200128873557 या खात्यामध्ये दिनांक 04/07/2019 ते दिनांक 07/09/2021 या कालावधीत एकुण 47,55,000घ. इतकी रक्कम संगीता एव्हीएषन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

10) तसेच स्वप्नील चव्हाण याने दिनांक 05/03/2017 रोजी UAE देशात "पोटोमॅक एव्हीएषन टेक्नाॅलाजी" नावाची कंपनी स्थापन केली आहे. तसेच सदर कंपनीच्या "नुर ट्रेड बँक, यु.ए.ई." येथे बँक खाते उघडले असून सदर बँक खात्याचा पत्ता मरोळ मरोषी रोड, अंधेरी (पुर्व), मुंबई येथील आहे. तसेच सुप्रीम एव्हीएषन कंपनीच्या बँक खात्यातून पोटोमॅक कंपनीच्या बँक खात्यामध्ये खालील प्रमाणे रक्कम ट्रान्सफर केली आहे.

Sr. No  
Transaction Date  
Amount

*Sanjay*

6

*Sanjay अगरवाल*

रिजिस्ट्रार जनरल, मुंबई

Value in INR  
01  
19/04/2017  
72,932.15 AED  
16,04,500/-

02  
19/04/2017  
72,983.04 AED  
16,05,000/-

Total  
32,09,500/-

11) श्री. राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्ये दिनांक 27/02/2019 ते दिनांक 04/09/2020 या कालावधीत एकुण 90,85,437.इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

12) श्री. राजेश भगवानदास अगरवाल यांच्या मालकीच्या बालाजी एंटरप्रायझेसच्या Bassein Catholic Co-Op Bank Ltd A/c No 012130300000051 या बँक खात्यामध्ये दिनांक 27/02/2019 ते दिनांक 04/09/2020 या कालावधीत एकुण 27,14,759. इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत. तसेच विमल अगरवाल, नुपुर अगरवाल, गिरीश अगरवाल व पिंकी अगरवाल यांनी त्यांच्या व्यक्तिगत विदेशी प्रवासाकरीता वेळोवेळी सुप्रिम ट्रान्सपोर्ट व संगीता एव्हीएशन तसेच माझ्या बँक खात्यावर रक्कम पाठविलेल्या होत्या. परंतु त्यांचा विनायीय हा त्यांच्याच विदेश प्रवासाकरीता करण्यात आलेला होता. त्याबाबत सर्व हिशोब माझ्याकडे आहे.

वस्तुतः गेली अनेक वर्षे सुप्रिम ट्रान्सपोर्ट व संगीता एव्हीएशन या दोन्ही कंपन्या सातत्याने तोट्यात चालविण्यात येत आहेत. त्यामुळे मी सन 2012 सालापासून ते आजपावेतो कंपनीच्या खात्यामधून कोणताही आर्थिक मोबदला घेतलेला नाही. तसेच माझे वडील श्री कमल अगरवाल माझा सख्खा धाकटा भाऊ आकाश अगरवाल यांनीही कोणताही आर्थिक मोबदला घेतलेला नाही. त्यामुळे वर नमुद केल्यानुसार श्री विमल अगरवाल आणि इतरांच्या खात्यामध्ये एवढी प्रचंड रक्कम सन 2018 ते 2022 या कालावधीत टप्प्या टप्प्याने वळती करण्यामागे त्यांचा लबाडीचा उद्येस असल्याचे स्पष्ट दिसून येते. तसेच सदरची रक्कम वळती केल्याबाबत मला या

श्री. अमीत कमल अगरवाल, वय 34 वर्षे यांचा जबाब पुढे चालु.....

कालावधीत कमलेश तातावत आणि वरुण काकरिया यांच्याकडूनही कोणतीही पुर्वकल्पना प्राप्त झालेली नव्हती. त्यावरून विमल अगरवाल आणि इतर लाभार्थी तसेच कमलेश तातावत आणि वरुण काकरिया यांच्यात आपआपसात संगणमत असल्याचेही मला स्पष्ट झाले आहे.

मी कंपनीचे संचालक श्री. विमल अगरवाल, श्री. गिरीश अगरवाल, स्वप्नील चव्हाण, अतुल पांडे व राजेश अगरवाल यांच्याशी संपर्क साधण्याचा वारंवार प्रयत्न केला परंतु त्यांनी कोणताही प्रतिसाद दिलेला नाही. उलटपक्षी दिनांक 11/11/2022 रोजी श्री. विमल अगरवाल व श्री. गिरीश अगरवाल यांनी एन.सी.एल.टी (नॅशनल कंपनी लाॅट्रिब्युनल), मुंबई यांच्याकडे खटला दाखल करून सदर खटल्यामध्ये दिनांक 01/04/2019 पासून सुप्रिम ट्रान्सपोर्ट कंपनीने त्यांना कोणत्याही प्रकारचे मानधन दिले नाही असा दावा केला आहे.

(1) विमल अगरवाल (2) नुपुर अगरवाल (3) गिरीश अगरवाल (4) समीक्षा अगरवाल (5) पिंकी अगरवाल (6) स्वप्नील चव्हाण (7) स्नेहा चव्हाण (8) अतुल पांडे व (9) रजनी पांडे, (10) राजेश भगवानदास अगरवाल तसेच इतर काही व्यक्तींनी आणखीन काही रकमेचा अपहार केला असण्याची शक्यता असून त्या अनुषंगाने कंपनीतील आर्थिक व्यवहाराची बारकाईने छाननी/पडताळणी करण्यात येत आहे. पडताळणी दरम्यान नमुद व्यक्तींनी आणखीन काही रकमेचा अपहार केल्याचे निदर्शनास येताच तात्काळ सहार पोलीस ठाणेस कळविण्यात येईल.

तरी सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीचे संचालक (1) श्री. विमल अगरवाल व (2) गिरीश अगरवाल आणि सी.एफ.ओ (3) कमलेश भैरव तातावत यांनी एप्रिल-2018 ते जुलै-2022 या कालावधीत आपसात संगणमत करून त्यांच्या वैयक्तिक आर्थिक फायद्या करीता भाडे आणि वेतनाच्या नावाखाली सुप्रिम ट्रान्सपोर्ट, संगीता एव्हीएशन सर्विस व माझ्या वैयक्तिक बँक खात्यातून खात्यातून एकुण 6,27,36,180/- रुपये एवढी रक्कम (1) विमल अगरवाल (2) नुपुर अगरवाल (3) गिरीश अगरवाल (4) समीक्षा अगरवाल (5) पिंकी अगरवाल (6) स्वप्नील चव्हाण (7) स्नेहा चव्हाण (8) अतुल पांडे व (9) रजनी पांडे, (10) राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करून एकुण 6,27,36,180/- एवढ्या रकमेचा अपहार करून फसवणुक केली आहे, म्हणून माझी त्यांचे विरुद्ध तक्रार असून कायदेशिर कारवाई होण्यास विनंती आहे.

13. Action Since the above information reveals commission of offence(s) u/s as mentioned at (केलेली कारवाई: बाब क्र.२ मध्ये नमूद केलेल्या कलमान्वये वरील अहवालावरून अपराध घडल्याचे.)

- (1) Registered the case and took up the investigation: (प्रकरण नोंदविले आणि तपासाचे काम हाती घेतले): or (किंवा)
- (2) Directed (Name of I.O.) (तपास अधिका-याचे नाव): SANDEEP LAXMAN SHINDE  
Rank (पद): I (Inspector)  
No.(क्र.): PBMAH85460 to take up the Investigation (ला तपास करण्याचे अधिकार दिले) or (किंवा)
- (3) Refused investigation due to (ज्या कारणामुळे तपास करण्यास नकार दिला):

or (ज्या कारणामुळे तपास करण्यास नकार दिला)

- (4) Transferred to P.S.(गुन्हा दुसरीकडे पाठविला असल्यास त्या पोलीस ठाण्याचे नाव):  
District (जिल्हा):  
on point of jurisdiction (को क्षेत्राधिकार के कारण हस्तांतरित) .

F.I.R. read over to the complainant / informant, admitted to be correctly recorded and a copy given to the complainant / informant free of cost. (प्रथम खबर तक्रारदाराला/खबरीला वाचून दाखविली, बरोबर नोंदविली असल्याचे त्याने मान्य केले आणि तक्रारदाराला/खबरीला खबरीची प्रत मोफत दिली.)

R.O.A.C.(आर. ओ .ए .सी.)

14. Signature/Thumb impression of the complainant / informant.(तक्रारदाराची/खबर देणा-याची सही/अंगठा):

15. Date and time of dispatch to the court (न्यायालयात पाठवल्याची तारीख व वेळ):

*Immet K Agwal*

*Sandeep*  
ठाणे अंमलदार  
सहार पोलीस ठाणे  
मुंबई  
Signature of Officer in charge, Police Station (किंवा प्रभारी अधिका-याची सही)  
Name (नाव): Sanjay yashwant govilkar  
Rank(पद): I (Inspector)  
No.(सं.): 10

स.पो.आयुक्त व.पो.नि.पो.नि.गुन्हे  
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जबाब

दिनांक २५/०४/२०२३

श्री. अमीत कमल अगरवाल, वय ३४ वर्ष, धंदा—व्यवसाय, रा.ठी. ९०१ बिकानेर भवन, जे.बी. नगर, अंधेरी (पुर्व), मुंबई (मोबा—९८७०८११२२४)

मी, वरील प्रमाणे असुन वर नमुद पत्त्यावर माझे वडील श्री. कमल अगरवाल व आई श्रीमती संगीता अगरवाल यांच्या सोबत रहावयास आहे. माझे वडील श्री. कमल अगरवाल यांनी सन—२००८ मध्ये सुप्रिम ट्रान्सपोर्ट प्रा लि या नावाची कंपनी सुरु केलेली आहे. मी संगीता एव्हीएशन सर्विस प्रा लि या कंपनीची स्थापना सन—२०१२ मध्ये केलेली आहे. या दोन्ही कंपन्यामध्ये मी अध्यक्ष आणि कार्यकारी संचालक म्हणुन सध्या कार्यरत आहे. दोन्ही कंपनीचे ऑसिफ ५/बी—३४, ५/बी—३२ अक्षय मित्तल इंडस्ट्रीयल इस्टेट, अंधेरी कुर्ला रोड, अंधेरी (पुर्व), मुंबई या ठिकाणी आहे.

कंपनीचे संचालक (१) श्री. विमल अगरवाल व (२) गिरीष अगरवाल आणि कंपनीचे सी.एफ.ओ (३) कमलेश भैरव—तातावत यांनी आपसात संगणमत करुन एप्रिल—२०१८ ते जुलै—२०२२ या कालावधीत भाडे आणि वेतनाच्या नावाखाली कंपनीच्या एकुण ५ कोटी रुपयांचा अपहार केला असल्याबाबत मी डिसेंबर—२०२२ मध्ये मा. पोलीस सह आयुक्त, आर्थिक गुन्हे शाखा, मुंबई यांच्याकडे तक्रार केली होती, परंतु त्यांनी माझी तक्रार स्थानीक पोलीस ठाण्याकडे पाठवली असल्याचे कळविलेले आहे. सबब मी दिनांक ०७/०१/२०२३ रोजी सहार पोलीस ठाणे येथे लेखी तक्रार केली असुन त्या अनुषंगाने मी खालील प्रमाणे सविस्तर जबाब देत आहे.

सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीमध्ये मी स्वतः, तसेच माझे वडील श्री. कमल अगरवाल, माझा सख्खा धाकटा भाऊ श्री. आकाश अगरवाल आणि श्री. विमल अगरवाल व श्री. गिरीष अगरवाल असे एकुण ०५ संचालक आहेत. सदर कंपनीचा मुख्य व्यवसाय मालाची रस्ते वाहतुक आणि हवाई वाहतुक करण्याचा आहे. कंपनीच्या मालकीची काही वाहने व विमान आहे. या व्यतीरीक्त कंपनीच्या व्यवसाया करीता आवश्यकते नुसार भाडे तत्वावर वाहने घेतली जातात. सदर कंपनीचे मुख्य कार्यालय मुंबईमध्ये असुन पनवेल, कळंबोली, राजस्थान, गुजरात, दिल्ली आणि बेंगलोर या ठिकाणी शाखा व विभागीय कार्यालये आहेत.

संचालकापैकी श्री. विमल अगरवाल हे बेंगलोर येथे रहावयास आहेत. श्री. गिरीष अगरवाल हे दिल्ली येथे रहावयास आहेत. ते दोघेही नात्याने माझे चुलतभाऊ आहेत. त्यांचे दिवंगत वडील कै. जगदीशप्रसाद अगरवाल माझ्या वडीलांचे सख्खे मोठे भाऊ होते. कै. जगदीशप्रसाद अगरवाल यांच्या मृत्यु नंतर श्री. विमल अगरवाल आणि श्री गिरीष अगरवाल यांची परस्परातील सहमती नुसार सुप्रिम ट्रान्सपोर्ट कंपनीमध्ये संचालक म्हणुन नियुक्ती करण्यात आली आहे. ते दोघेही प्रत्येक महीन्यातील काही दिवस मुंबईमध्ये राहुन कंपनीच्या दैनदिन कामकाजात सहभागी होत असत.

कृपया मागे पहा.....

स.पो.आयुक्त व.बी.नि.पो.नि.गुन्हे  
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सुप्रिम ट्रान्सपोर्ट प्रा लि. ही कंपनी तोटयात व्यवसाय करीत असल्यामुळे सन-२०१२ साली आमच्या कुंटुबातील आपसातील समझौत्या नुसार माझी सदर कंपनीमध्ये कार्यकारी संचालक आणि अध्यक्ष म्हणुन नेमणुक करण्यात आली आहे. तेव्हापासुन दोन्ही कंपनीचा व्यवसाय एकत्रीत रित्या वर नमुद पत्त्यावरील कंपनीच्या कार्यालयातुन माझ्या देखरेखीखाली करण्यात येत आहे. संगीता एव्हिएशन या कंपनीच्या विरूध्द थकबाकी देय असल्याकारणाने एका कंपनीने एन.सी.एल.टी. येथे इन्सॉलव्हन्सी पीटीशन दाखल केले होते. त्यानुसार मा. एन.सी.एल.टी. प्राधिकरणाने संगीता एव्हिएशन या कंपनीस दिवाळखोर म्हणुन दिनांक १०/०८/२०२१ रोजी घोषित केले होते. त्याविरूध्द कंपनीच्या वतीने अपीलिय प्राधिकरणाकडे दाद मागण्यात आली असुन त्याची सुनावणी चालू आहे. त्यामुळे संगीता एव्हिएशन या कंपनीच्या सर्व आर्थिक व्यवहारांवर मा. एन.सी.एल.टी. प्राधिकरणाने नेमलेल्या आय.आर.पी. श्री बिजेन्द्र झा यांची देखरेख आहे.

सन-२०१४ मध्ये आमच्या कंपनीमध्ये श्री. वरुण रमेश काकरीया, रा.ठी. बि विंग, शरयु बिल्डींग, सुचीधाम, फिल्म सिटी रोड, मालाड (पुर्व), मुंबई याची नेमणुक सदर कंपनीमध्ये सहाय्यक म्हणुन करण्यात आली होती.

सन-२०१६ साली आमच्या कंपनीमध्ये श्री कमलेश भैरव-तातावत, रा.ठी. ८९/डी, नारायन विहार-१, जगन्नाथपुर, संगानेर, जयपुर, राजस्थान याची चिफ फायनान्स ऑफिसर म्हणुन नियुक्ती केली होती. तसेच त्याचा चुलतभाऊ मुकेश भैरव -तातावत याची नियुक्ती चिफ ऑपरेशन ऑफिसर म्हणुन केली होती.

दोन्ही कंपन्या वेळोवेळी सरकारच्या विविध खात्यातर्फे जाहीर करण्यात आलेल्या प्रकल्पात ठेकदार म्हणुन सहभागी होत असतात. सदर कंत्राट मिळविण्या करीता करावयाची संपुर्ण प्रक्रीया, त्या करीता आवश्यक असलेले सर्व कागदोपत्री व्यवहार, वेळोवेळी संबधीत सरकारी अधिकाऱ्या समवेत संपर्क ठेवणे, कंत्राट पुर्ण करण्या करीता विविध व्यवसायीकांची मदत घेणे, कंत्राटा प्रमाणे नेमुन दिलेले काम पुर्ण करणे, सरकारी कार्यालयातुन येणे असलेल्या रकमेचा पाठपुरावा करणे, कंपनी तर्फे विविध व्यवसायीकांना देय असलेली रक्कम अदा करणे इत्यादी अनेक कार्य व्यवसाया निमीत्त करावी लागतात. या सर्व कामाची जबाबदारी श्री. कमलेश तातावत आणि श्री. वरुण काकरीया यांच्यावर सोपविण्यात आली होती, त्या प्रमाणे ते दोघेजण कंपनीतील कामकाज करीत होते.

माझे पुर्वीचे मित्र स्वप्नील चव्हाण आणि अतुल पांडे हे सुध्दा वर नमुद पत्त्यावरील कंपनीच्या कार्यालयात नेहमी येत-जात होते. आमच्या दोन्ही कंपनीचे एच.डी. एफ.सी बँक, बँक ऑफ इंडिया, पंजाब नॅशनल बँक, सिटी बँक, डी.सी.बी बँक इत्यादी बँकेमध्ये बँक खाते आहेत. सदर बँक खात्याचा तपशील खालील प्रमाणे आहे.

	Bank Name	Account Number
M/s Supreme Transport Origination Pvt. Limited	HDFC	10452840000014
	HDFC	03302840000157
	HDFC	01662840000470
	HDFC	03302840000140
	HDFC	04072840000053
	HDFC	00602340000085
	PNB	10451131002901
	BOI	843720110000498
	BOI	004420110000823

*Sanjeev*

*Sanjeev Agarwal* पूर्वे चालू.....

श्री. अमीत कमल अगरवाल, वय ३४ वर्षे यांचा जबाब पुढे चालू.....

	Bank Name	Account Number
M/s Sangeeta Aviation Services Pvt. Ltd	Development Credit Bank (Customer ID 102173678)	00421300002745
	HDFC	50200008133578
	Citi Bank	0060246114
	Punjab National Bank	10454015001858

तसेच कंपनीच्या व्यवहारातील सुलभते करीता माझे व्यक्तीगत बँक खाती कंपनीच्या कार्यालयातून वेळोवेळी वापरण्यात येत असतात. माझ्या वैयक्तीक बँक खात्याचा तपशील खालील प्रमाणे

	Bank Name	Account Number
Mr. Ammeet K. Agarwal	Development Credit Bank	00410200001403
	PNB	10452191004874

वर नमुद केलेली सर्व बँक खाती व्यवहारीक सुलभते करीता नेट बँकींगच्या माध्यमातून वापरली जातात. उपरोक्त बँक खात्यापैकी सुप्रिम ट्रान्सपोर्ट प्रा लि कंपनीच्या HDFC बँकेतील सर्व खात्याचा रजिस्टर्ड ईमेल आयडी girish@stopl.in आणि रजिस्टर्ड मोबाईल क्रमांक 9311701121 असा असुन सदरचा ईमेल आयडी आणि मोबाईल नंबर श्री. गिरीष अगरवाल यांच्या व्यक्तीगत वापरात आहे. तसेच इतर सर्व बँक खात्याचा रजिस्टर्ड ईमेल आयडी. kamlesh@supremeavaiaation.com आणि रजिस्टर्ड मोबाईल नंबर 8078655144 असा असुन तो कमलेश तातावत यांच्या व्यक्तीगत वापरात आहे. मला कंपनीच्या कामासाठी सतत पदेशात तसेच भारतातील विविध भागात जावे लागते, त्यामुळे मला कंपनीच्या दैनंदिन आर्थिक व्यवहाराचे कामकाज पाहणे शक्य नसल्यामुळे मी आमच्या दोन्ही कंपनीच्या सर्व आर्थिक व्यवहाराची तसेच माझ्या वैयक्तीक बँक खात्यातील ऑनलाईन/ऑफलाईन व्यवहाराची संपुर्ण जबाबदारी सी.एफ.ओ कमलेश तातावत याच्यावर सोपवली होती. तसेच कमलेश तातावत याला कंपनीच्या कामकाजा करीता एक स्वतंत्र लॅपटॉप आणि संगणक देण्यात आलेला होता.

मी, जुलै-२०२२ मध्ये कंपनीच्या आर्थिक व्यवहाराचा आढावा घेत असताना मला काही माहिती आवश्यक असल्याने मी कमलेश आणि वरुण यांना आमच्या कंपनीस येणे असलेल्या रकमेचा तपशील मागीतला होता. त्यावेळी निष्पॉन लिमिटेड कंपनीकडून आमच्या कंपनीला काही रक्कम येणे बाकी असल्याचे समजले. त्यामुळे मी स्वतः जुलै ते सप्टेंबर-२०२२ मध्ये निष्पॉन कंपनीच्या संबंधित अधिकाऱ्यांना अनेकवेळ ईमेल पाठवून आमच्या कंपनीची देय असलेली रक्कम लवकरात लवकर अदा करावी अशी विनंती केली होती.

स.पो.आयुक्त व.पो.नि.पो.नि.गुन्हे  
26 APR 2023 26 APR 2023 26 APR 2023  
कृपया मागे पहा.....

बन्याच प्रयत्ना नंतर दिनांक २६/०८/२०२२ रोजी निष्पान लिमिटेड कंपनीच्या पदाधिकार्यांनी मला ईमेल पाठवुन आमच्या कंपनीला देय असलेली रक्कम आमच्या कंपनीच्या BOI A/C No 843720110000498 मध्ये ट्रान्सफर केली असल्याचे कळविले होते.

मी उपरोक्त BOI बँक खात्याचे स्टेटमेंट प्राप्त करुन त्याचे अवलोकन केले असता दिनांक २६/०७/२०२२ रोजी निष्पान लिमिटेड कंपनीकडुन एकुण ०३,२२,६१६/- एवढी रक्कम बँक खात्यामध्ये क्रेडीट झाली असल्याचे आढळुन आले. परंतु दिनांक २७/०७/२०२२ रोजी एकुण ०३,२३,२७८/- एवढी रक्कम कंपनीचे संचालक श्री. विमल अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करण्यात आली असल्याचे आढळुन आले.

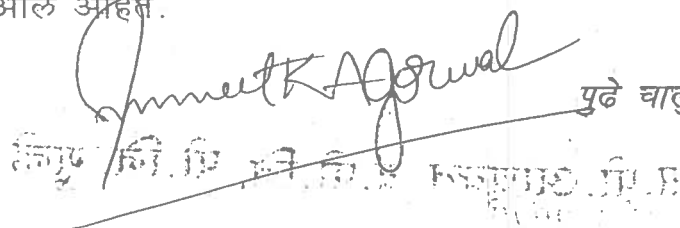
सदर वेळी मी परदेशात असल्यामुळे सी.एफ.ओ. श्री. कमलेश तातावत यांच्याशी संपर्क साधुन त्यांच्याकडे विमल अगरवाल यांना दिनांक २७/०७/२०२२ रोजी करण्यात आलेल्या पेमेंट बाबत विचारणा केली, परंतु त्यांनी मला कोणतीही समाधानकारक माहिती दिली नाही. सबब श्री. विलम अगरवाल यांच्याशी संपर्क केला परंतु त्यांनीही मला कोणतीही समाधान कारक माहिती दिली नाही. त्यांनतर कमलेश तातावत आणि वरुण काकरीया यांनी अचानक कंपनीच्या ऑफिसमध्ये येणे बंद केले.

श्री. विमल अगरवाल व कमलेश तातावत यांच्या एकंदरीत वर्तणुकीवरुन त्यांनी कंपनीमध्ये काहीतरी आर्थिक गैरव्यवहार केला असावा अशी शंका आल्यामुळे मी परदेशातुन भारतात आल्यांनतर आमच्या कंपनीचे चार्टर्ड अकाऊंटंट श्री. गिरीष मुंदडा यांना दिनांक ०६/०९/२०२२ रोजी लेखी पत्र पाठवुन कंपनीच्या बँक खात्याची तसेच आर्थिक व्यवहाराची चौकशी/छाननी करुन त्यांनी केलेल्या चौकशी/छाननीचा निष्कर्ष कळविण्याची विनंती केली होती. त्या प्रमाणे त्यांनी आमच्या कंपनीच्या आर्थिक व्यवहाराची तपासणी करुन त्यांचा अहवाल दिनांक ०२/०३/२०२३ रोजी वरिष्ठ पोलीस निरिक्षक, सहार पोलीस ठाणे यांना पाठविलेला आहे. त्याची प्रत मी यासोबत सादर करीत आहे.

सुप्रीम ट्रान्सपोर्ट, संगीता एव्हीएशन आणि माइया वैयक्तीक (उपरोक्त नमुद) बँक खात्याची माहिती व बँक स्टेटमेंट घेऊन त्याचे अवलोकन केले असता भाडे आणि वेतनाच्या नावाखाली सुप्रीम ट्रान्सपोर्ट कंपनी, संगीता एव्हीएशन आणि माइया वैयक्तीक बँक बँक खात्यातुन खालील व्यक्तींच्या बँक खात्यामध्ये एकुण ६,२७,३६,१८०/- एवढी रक्कम ट्रान्सफर झाली असल्याचे आढळुन आले. सदर व्यक्तीची नावे व त्यांच्या बँक खात्याची माहिती खालील प्रमाणे आहे.

१) श्री. विमल अगरवाल यांचे HDFC Bank A/c No 02721000019875 या खात्यामध्ये दिनांक ०३/०४/२०१८ ते दिनांक ०९/०७/२०२२ या कालावधीत सुप्रीम ट्रान्सपोर्ट कंपनीच्या खात्यातुन एकुण रक्कम रू. १,८६,२६,९०८ , संगीता एव्हीएशन कंपनीच्या खात्यातुन एकुण रक्कम रू. १३,९३,२५० आणि अमित अगरवाल यांच्या खात्यातुन रू. ८,००,००० अशी एकत्रित 02,08,20,158/- इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.



  
पुढे चालु .....

श्री. अमीत कमल अगरवाल, वय ३४ वर्षे यांचा जबाब पुढे चालू.....

२) श्रीमती नुपुर विमल अगरवाल यांचे HDFC Bank A/c No 02721000018984 या खात्यामध्ये दिनांक १६/०१/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातुन एकुण रक्कम रू. २२,१४,८२४ , संगीता एव्हीएशन कंपनीच्या खात्यातुन एकुण रक्कम रू. ८,१७,६०० आणि अमित अगरवाल यांच्या खात्यातुन रू. ८,००,००० अशी एकत्रित ३८,३२,४२४/- इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

३) श्री. गिरीष जगदीशप्रसाद अगरवाल यांचे HDFC Bank A/c No 02721000019892 या खात्यामध्ये दिनांक २२/०६/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातुन एकुण रक्कम रू. ११,०५,०७२ , संगीता एव्हीएशन कंपनीच्या खात्यातुन एकुण रक्कम रू. १३,९३,२५० आणि अमित अगरवाल यांच्या खात्यातुन रू. ८,००,००० अशी एकत्रित ३२,९८,३३२/- इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

४) श्रीमती समीक्षा गिरीष अगरवाल यांचे HDFC Bank A/c No 02721000070214 या खात्यामध्ये दिनांक २२/०६/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातुन एकुण रक्कम रू. ०८,७९,९७० , संगीता एव्हीएशन कंपनीच्या खात्यातुन एकुण रक्कम रू. १०,९५,५०० आणि अमित अगरवाल यांच्या खात्यातुन रू. ८,००,००० अशी एकत्रित २७,७५,४७०/- इतकी रक्कम ट्रान्सफर करण्यात आले आहेत.

५) श्रीमती पिकी जगदीशप्रसाद अगरवाल यांचे HDFC Bank A/c No 02721000055437 या खात्यामध्ये दिनांक ०४/०५/२०१८ ते दिनांक ०६/०७/२०२२ या कालावधीत सुप्रिम ट्रान्सपोर्ट कंपनीच्या खात्यातुन एकुण रक्कम रू. ११,९४,९७० , संगीता एव्हीएशन कंपनीच्या खात्यातुन एकुण रक्कम रू. ८,७७,१५० आणि अमित अगरवाल यांच्या खात्यातुन रू. ७,८६,६११ अशी एकत्रित २८,५८,७००/- रक्कम ट्रान्सफर करण्यात आले आहेत.

६) श्री. अतुल सुरेद्र पांडे यांचे HDFC Bank A/c No 12111140000459 या खात्यामध्ये दिनांक ३१/०८/२०१९ ते दिनांक १५/१२/२०२१ या कालावधीत एकुण ३७,३४,०००/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर झाले आहेत.

७) श्रीमती रजनी सुरेद्र पांडे यांचे PNB Bank A/c No 1565000100131966 या खात्यामध्ये दिनांक ०९/१०/२०२० ते दिनांक ०५/१२/२०२० या कालावधीत एकुण ११,००,०००/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर झाले आहेत.

८) श्री. स्वप्नील बबन चव्हाण यांचे ICICI Bank A/c No 104401531869 & Axis Bank A/c No 921010008877100 या खात्यामध्ये दिनांक १५/११/२०१९ ते दिनांक २७/१२/२०२१ या कालावधीत एकुण ४५,५२,४००/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातुन ट्रान्सफर झाले आहेत.

कृपया मागे पहा.....

28 APR 2023 6 APR 2023  
स. मा. आयुक्त व. पी. नि. पो. नि. गुन्हे.

९) श्रीमती स्नेहा बबन चव्हाण यांचे Saraswat Bank A/c No 013200128873557 या खात्यामध्ये दिनांक ०४/०७/२०१९ ते दिनांक ०७/०९/२०२१ या कालावधीत एकुण 47,55,000/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

१०) तसेच स्वप्नील चव्हाण याने दिनांक ०५/०३/२०१७ रोजी UAE देशात "पोटोमॅक एव्हीएशन टेक्नॉलाजी" नावाची कंपनी स्थापन केली आहे. तसेच सदर कंपनीच्या "नुर ट्रेड बँक, यु.ए.ई" येथे बँक खाते उघडले असून सदर बँक खात्याचा पत्ता मरोळ मरोशी रोड, अंधेरी (पुर्व), मुंबई येथील आहे. तसेच सुप्रीम एव्हीएशन कंपनीच्या बँक खात्यातून पोटोमॅक कंपनीच्या बँक खात्यामध्ये खालील प्रमाणे रक्कम ट्रान्सफर केली आहे.

Sr. No	Transaction Date	Amount	Value in INR
01	19/04/2017	72,932.15 AED	16,04,500/-
02	19/04/2017	72,983.04 AED	16,05,000/-
		Total	32,09,500/-

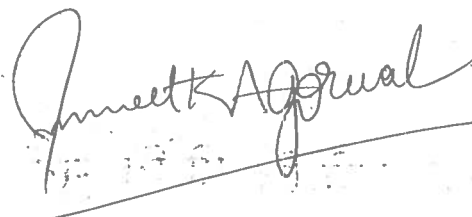
११) श्री. राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्ये दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकुण 90,85,437/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

१२) श्री. राजेश भगवानदास अगरवाल यांच्या मालकीच्या बालाजी एंटरप्रायझेसच्या Bassein Catholic Co-Op Bank Ltd A/c No 012130300000051 या बँक खात्यामध्ये दिनांक २७/०२/२०१९ ते दिनांक ०४/०९/२०२० या कालावधीत एकुण 27,14,759/- इतकी रक्कम संगीता एव्हीएशन या कंपनीच्या बँक खात्यातून ट्रान्सफर झाले आहेत.

तसेच विमल अगरवाल, नुपुर अगरवाल, गिरीष अगरवाल व पिंकी अगरवाल यांनी त्यांच्या व्यक्तिगत विदेशी प्रवासाकरीता वेळोवेळी सुप्रीम ट्रान्सपोर्ट व संगीता एव्हीएशन तसेच माझ्या बँक खात्यावर रक्कम पाठविलेल्या होत्या. परंतु त्यांचा विनीयोग हा त्यांच्याच विदेश प्रवासाकरीता करण्यात आलेला होता. त्याबाबत सर्व हिशोब माझ्याकडे आहे.

वस्तुतः गेली अनेक वर्षे सुप्रीम ट्रान्सपोर्ट व संगीता एव्हीएशन या दोन्ही कंपन्या सातत्याने तोट्यात चालविण्यात येत आहेत. त्यामुळे मी सन २०१२ सालापासून ते आजपावेतो कंपनीच्या खात्यामधून कोणताही आर्थिक मोबदला घेतलेला नाही. तसेच माझे वडील श्री कमल अगरवाल माझा सख्खा धाकटा भाऊ आकाश अगरवाल यांनीही कोणताही आर्थिक मोबदला घेतलेला नाही. त्यामुळे वर नमुद केल्यानुसार श्री विमल अगरवाल आणि इतरांच्या खात्यामध्ये एवढी प्रचंड रक्कम सन २०१८ ते २०२२ या कालावधीत टप्प्या टप्प्याने वळती करण्यामागे त्यांचा लबाडीचा उद्येश असल्याचे स्पष्ट दिसून येते. तसेच सदरची रक्कम वळती केल्याबाबत मला या



 पुढे चालु .....

श्री. अमीत कमल अगरवाल, वय ३४ वर्षे यांचा जबाब पुढे चालू.....

कालावधीत कमलेश तातावत आणि वरूण काकरीया यांच्याकडूनही कोणतीही पुर्वकल्पना प्राप्त झालेली नव्हती. त्यावरून विमल अगरवाल आणि इतर लाभार्थी तसेच कमलेश तातावत आणि वरून काकरीया यांच्यात आपआपसात संगणमत असल्याचेही मला स्पष्ट झाले आहे.

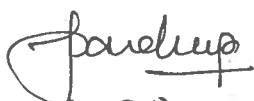
मी कंपनीचे संचालक श्री. विमल अगरवाल, श्री. गिरीष अगरवाल, स्वप्नील चव्हाण, अतुल पांडे व राजेश अगरवाल यांच्याशी संपर्क साधण्याचा वारंवार प्रयत्न केला परंतु त्यांनी कोणताही प्रतिसाद दिलेला नाही. उलटपक्षी दिनांक ११/११/२०२२ रोजी श्री. विमल अगरवाल व श्री. गिरीष अगरवाल यांनी एन.सी. एल.टी (नॅशनल कंपनी लॉ ट्रिब्युनल), मुंबई यांच्याकडे खटला दाखल करून सदर खटल्यामध्ये दिनांक ०१/०४/२०१९ पासून सुप्रिम ट्रान्सपोर्ट कंपनीने त्यांना कोणत्याही प्रकारचे मानधन दिले नाही असा दावा केला आहे.

(१) विमल अगरवाल (२) नुपर अगरवाल (३) गिरीष अगरवाल (४) समीक्षा अगरवाल (५) पिंकी अगरवाल (६) स्वप्नील चव्हाण (७) स्नेहा चव्हाण (८) अतुल पांडे व (९) रजनी पांडे, (१०) राजेश भगवानदास अगरवाल तसेच इतर काही व्यक्तींनी आणखीन काही रकमेचा अपहार केला असण्याची शक्यता असून त्या अनुषंगाने कंपनीतील आर्थिक व्यवहाराची बारकाईने छाननी/पडताळणी करण्यात येत आहे. पडताळणी दरम्यान नमुद व्यक्तींनी आणखीन काही रकमेचा अपहार केल्याचे निदर्शनास येताच तात्काळ सहार पोलीस ठाणेस कळविण्यात येईल.

तरी सुप्रिम ट्रान्सपोर्ट प्रा लि या कंपनीचे संचालक (१) श्री. विमल अगरवाल व (२) गिरीष अगरवाल आणि सी.एफ.ओ (३) कमलेश भैरव तातावत यांनी एप्रिल-२०१८ ते जुलै-२०२२ या कालावधीत आपसात संगणमत करून त्यांच्या वैयक्तिक आर्थिक फायद्या करीता भाडे आणि वेतनाच्या नावाखाली सुप्रिम ट्रान्सपोर्ट, संगीता एव्हीएशन सर्विस व माझ्या वैयक्तिक बँक खात्यातून खात्यातून एकुण ६,२७,३६,१८०/- रुपये एवढी रक्कम (१) विमल अगरवाल (२) नुपर अगरवाल (३) गिरीष अगरवाल (४) समीक्षा अगरवाल (५) पिंकी अगरवाल (६) स्वप्नील चव्हाण (७) स्नेहा चव्हाण (८) अतुल पांडे व (९) रजनी पांडे, (१०) राजेश भगवानदास अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर करून एकुण ६,२७,३६,१८०/- एवढ्या रकमेचा अपहार करून फसवणुक केली आहे, म्हणून माझी त्यांचे विरुद्ध तक्रार असून कायदेशिर कारवाई होण्यास विनंती आहे.

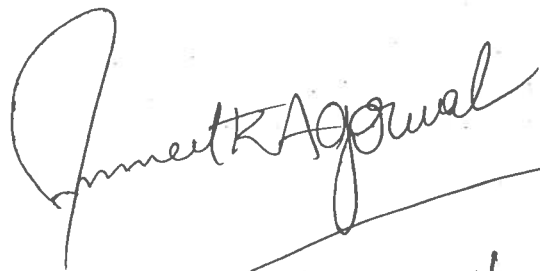
माझा जबाब संगणकावर मराठीमध्ये टंकलेखित केला आहे, माझा जबाब मराठीमध्ये वाचून तो मला हिंदीमध्ये समजाऊन सांगितला असून माझे सांगणे प्रमाणे बरोबर आहे.

समक्ष



(सदीप शिंदे)

सहाय्यक पो. निरीक्षक  
सहार पोलीस ठाणे, मुंबई



स.पो.अंतर्गत व.पो.नि. पो.नि.गुन्हे

2 APR 2023 2 6 APR 2023 2 6 APR 2023

पुरवणी जबाब

दिनांक ०३/०७/२०२३

श्री. अमीत कमल अगरवाल, वय ३४ वर्षे, धंदा—व्यवसाय, रा.ठी. ९०१ बिकानेर भवन, जे.बी. नगर, अंधेरी (पुर्व), मुंबई (मोबा—९८७०८११२२४)

मी, वरील प्रमाणे असुन वर नमुद पत्त्यावर रहावयास आहे. माझे फिर्यादीवरुन सहार पोलीस ठाणे, मुंबई येथे दिनांक २५/०४/२०२३ रोजी गु.र.क्र १५५/२०२३ कलम १२०(ब),४०८,४०९,४७७(अ),४२०,३४ भादवि अन्वये गुन्हा नोंदविण्यात आला आहे.


आज रोजी सहार पोलीस ठाणेचे सपोनि संदीप शिंदे यांनी मला सहार पोलीस ठाणे येथे बोलावुन उपरोक्त गुन्हायातील अटक आरोपी स्वप्नील बबन चव्हाण याने पोलीसांना सादर केलेले दिनांक १७/०७/२०२३ रोजी (1) Intimation Letter to Axis Bank (2) TDS Certificate 2017-18, (3) TDS Certificate 2018-19 (4) TDS Certificate 2019-20 & (5) TDS Certificate 2020-21 इत्यादी कागदपत्रे दाखवुन सदर कागदपत्रा बाबत माझ्याकडे विचारणा केली असता मी खालील प्रमाणे माहीती देत आहे.

संगीता एव्हीएशन प्रा लि या कंपनीमध्ये अधिकृत स्वाक्षरीकर्ता केवळ मी आहे. त्यामुळे स्वप्नील चव्हाण याने सादर केलेल्या Intimation Letter to Axis Bank वर असलेली अधिकृत स्वाक्षरी ही माझी नाही. तसेच संगीता एव्हीएशन प्रा. लि या कंपनीकडुन अॅक्सीस बँकेला अशा प्रकारचे कोणतेही पत्र देण्यात आलेले नाही.

तसेच आरोपी स्वप्नील चव्हाण याने पोलीसांना सादर केलेल्या टी.डी.एस. प्रमाणपत्राबाबत मी असे सांगतो की, वित्तीय वर्षे २०१७ ते २०२१ या कालावधीत संगीता एव्हीएशन प्रा लि या कंपनीच्या खात्यामधुन आरोपी स्वप्नील चव्हाण याने सांगितल्या प्रमाणे टी.डी.एस ची कोणतीही रक्कम कपात झालेली नाही. त्याबाबत मी संगीता एव्हीएशन प्रा लि कंपनीचे सर्व बुक्स ऑफ अकाऊंटस् तपासुन माहीती दत आहे. तसेच मी माझ्या कंपनीचे चार्टर्ड अकाऊंटंट श्री. गिरीष मुंदडा यांचेकडुन माहीती घेतली असता त्यांनी देखील अशा प्रकारची कोणतीही टी.डी.एस. ची रक्कम संगीता एव्हीएशन कंपनीकडुन तत्कालीन वित्तीय वर्षात कपात झाल्याच्या नोंदी मिळुन आल्या नाहीत असा अहवाल दिला आहे. त्याची एक प्रत त्यांनी परस्पर सहार पोलीस ठाणेस सादर केली आहे.

माझा जबाब संगणकावर मराठीमध्ये टंकलेखित केला आहे, माझा जबाब मराठीमध्ये वाचुन तो मला हिंदीमध्ये समजाऊन सांगितला असुन माझे सांगणे प्रमाणे बरोबर आहे.

समक्ष

  
(संदीप शिंदे)

सहाय्यक पो. निरीक्षक  
सहार पोलीस ठाणे, मुंबई



सहार पोलीस ठाणे, मुंबई.  
Sahar Police Station, Mumbai.

Near Indian Oil Depot. Opp. Hotel ITC Grand Maratha,  
Sahar Road, Andheri (E), Mumbai-400099.  
Phone No.: 022-26829783, 26817485, Fax No. 022-26829784,  
E-mail: ps.sahar.mum@mahapolice.gov.in.

O.W. No. 2615/2023

Date:- 27/04/2023

प्रति,

मा. महानगर दंडाधिकारी  
६३ वे न्यायालय, अंधेरी, मुंबई

विषय :- सहार पोलीस ठाणे, गु.र.क्र १५५/२०२३ कलम १२०(ब), ४०८,  
४०९, ४७७(अ), ४२०, ३४ भादवि हा गुन्हा ऑनलाईन नोंदवताना  
सिस्टममध्ये नजरचुकीने इतर मजकुर पेस्ट झाला असल्याबाबत.

महोदया,

सहार पोलीस ठाणे, मुंबई येथे दिनांक २५/०४/२०२३ रोजी गु.र.क्र  
१५५/२०२३ कलम १२०(ब), ४०९, ४०९, ४७७(अ), ४२०, ३४ भादवि अन्वये गुन्हा नोंद  
करण्यात आला आहे.

उपरोक्त गुन्ह्याचा CCTNS शासकीय प्रणालीवर ऑनलाईन प्रथम खबरी  
अहवाल नोंदवताना सदर गुन्ह्याच्या प्रथम खबरी अहवालातील पान क्रमांक ०८ ते १३  
वरील संपुर्ण मजकुर नजरचुकीने नोंद झाला (Pest झाला) आहे. तरी नजरचुकीने नोंद  
झालेला पान क्रमांक ०८ ते १३ वरील मजकुर या गुन्ह्यातील मजकुर संबोधण्यात येऊ  
नये. तो मजकुर या गुन्ह्याच्या प्रथम खबरी अहवालातुन वगळण्यात आला आहे अशी  
न्यायालयाच्या अभिलेखावर नोंद ठेवावी ही विनंती आहे.

तरी उपरोक्त अहवाल आपले माहीती व अवलोकनार्थ सविनय सादर  
करण्यात येत आहे.

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29/04/23



आपला विश्वासु

*Sandeep*

(सदीप शिंदे)

सहाय्यक पो. निरीक्षक  
सहार पोलीस ठाणे, मुंबई

True Copy

Judicial Officer

Metropolitan Magistrate's  
53 rd Court, Andheri, Mumbai

de



सहार पोलीस ठाणे, मुंबई.

Sahar Police Station, Mumbai.

Near Indian Oil Depot. Opp. Hotel ITC Grand Maratha,  
Sahar Road, Andheri (E), Mumbai-400099.

Phone No.: 022-26829783, 26817485, Fax No. 022-26829784,

E-mail: ps.sahar.mum@mahapolice.gov.in.

O.W. No. २५९६/२०२३

Date:- 27/04/2023

प्रति,

मा. महानगर दंडाधिकारी  
६३ वे न्यायालय, अंधेरी, मुंबई

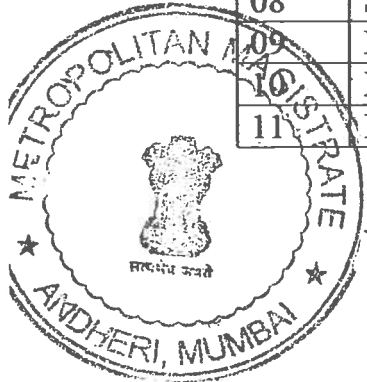
विषय :- सहार पोलीस ठाणे, गु.र.क्र १५५/२०२३ कलम १२०(ब), ४०८,  
४०९,४७७(अ),४२०,३४ भादवि मधील आरोपीतांची बँक खाती  
गोठविल्याबाबत.

महोदय,

सहार पोलीस ठाणे, मुंबई येथे दिनांक २५/०४/२०२३ रोजी गु.र.क्र  
१५५/२०२३ कलम १२०(ब),४०९,४०९,४७७(अ),४२०,३४ भादवि अन्वये गुन्हा नोंद  
करण्यात आला आहे.

सदर गुन्हातील आरोपींनी आपहार/फसवणुकच्या रकमेचा लाभ घेण्या  
करीता खालील नमुद बँक खात्याचा वापर केला असल्याचे तपासामध्ये स्पष्ट झालेले  
आहे. सदर बँक खात्याचा तपशील खालील प्रमाणे आहे.

Sr. No	Bank Name	Account Numbers	Account holder Names
01	HDFC	02721000019875	Vimal Agarwal
02	HDFC	02721000018984	Nupur Agarwal
03	HDFC	02721000019892	Girish Agarwal
04	HDFC	02721000070214	Samixa Agarwal
05	HDFC	02721000055437	Pinky Agarwal
06	ICICI	104401531869	Swapnil Chavan
07	Axis	921010008877100	Swapnil Baban Chavan
08	Saraswat	013200128873557	Sneha Baban Chavan
09	HDFC	12111140000459	Atul Pandey
10	PNB	1565000100131966,	Rajni Surendra Pandey
11	ICICI	623501540474	Rajesh Agarwal



0  
seen  
OML  
29/04/23

कृपया मागे पहा.....

True Copy  
Metropolitan Magistrate  
53 rd Court, Andheri, Mumbai

Metropolitan Magistrate's  
53 rd Court, Andheri, Mumbai

उपरोक्त बँक खाती कलम १०२ फौदप्रस अन्वये गोठविण्या करीता HDFC Bank, Axis Bank, ICICI Bank, PNB & Saraswat Bank यांना ऑर्डर नोटीस पाठविण्यात आली आहे. त्यापैकी अॅक्सीस बँक व सारस्वत बँक यांना प्रत्यक्ष नोटीस देण्यात आली आहे, तर HDFC Bank, ICICI Bank, PNB यांना ईमेलद्वारे नोटीस पाठविण्यात आली आहे. आरोपींची बँक खाती गोठविण्यात आल्या बाबतची माहिती आरोपींना रजिस्टर्ड पोष्टाने कळविण्यात आली आहे. आरोपींची बँक खाती गोठविण्या करीता बँकेला पाठविलेल्या नोटीसच्या प्रती सोबत जोडल्या आहेत.

तरी उपरोक्त अहवाल आपले माहिती व अवलोकनार्थ सविनय सादर करण्यात येत आहे.



आपला विश्वासु

*Sandeep*

(सदीप शिंदे)

सहाय्यक पो. निरीक्षक  
सहार पोलीस ठाणे, मुंबई



सहार पोलीस ठाणे, मुंबई.

Sahar Police Station, Mumbai.

Near Indian Oil Depot. Opp. Hotel ITC Grand Maratha,  
Sahar Road, Andheri (E), Mumbai-400099.

Phone No.: 022-26829783, 26817485, Fax No. 022-26829784,

E-mail: [ps.sahar.mum@mahapolice.gov.in](mailto:ps.sahar.mum@mahapolice.gov.in).

O.W. No. 2586/2023

Date:- 27/04/2023

प्रति,

मा. महानगर दंडाधिकारी  
६३ वे न्यायालय, अंधेरी, मुंबई

विषय :- सहार पोलीस ठाणे, गु.र.क्र १५५/२०२३ कलम १२०(ब), ४०८,  
४०९, ४७७(अ), ४२०, ३४ भादवि मधील आरोपींतांची बँक खाती  
गोठविल्याबाबत.

महोदय,

सहार पोलीस ठाणे, मुंबई येथे दिनांक २५/०४/२०२३ रोजी गु.र.क्र  
१५५/२०२३ कलम १२०(ब), ४०९, ४०९, ४७७(अ), ४२०, ३४ भादवि अन्वये गुन्हा नोंद  
करण्यात आला आहे.

सदर गुन्हातील आरोपींनी आपहार/फसवणुकच्या रकमेचा लाभ घेण्या  
करीता खालील नमुद बँक खात्याचा वापर केला असल्याचे तपासामध्ये स्पष्ट झालेले  
आहे. सदर बँक खात्याचा तपशील खालील प्रमाणे आहे.

Sr. No	Bank Name	Account Numbers	Account holder Names
01	HDFC	02721000019875	Vimal Agarwal
02	HDFC	02721000018984	Nupur Agarwal
03	HDFC	02721000019892	Girish Agarwal
04	HDFC	02721000070214	Samixa Agarwal
05	HDFC	02721000055437	Pinky Agarwal
06	ICICI	104401531869	Swapnil Chavan
07	Axis	921010008877100	Swapnil Baban Chavan
08	Saraswat	013200128873557	Sneha Baban Chavan
09	HDFC	12111140000459	Atul Pandey
10	PNB	1565000100131966,	Rajni Surendra Pandey
11	ICICI	623501540474	Rajesh Agarwal

कृपया मागे पहा.....

उपरोक्त बँक खाती कलम १०२ फौदप्रस अन्वये गोठविण्या करीता HDFC Bank, Axis Bank, ICICI Bank, PNB & Saraswat Bank यांना ऑर्डर नोटीस पाठविण्यात आली आहे. त्यापैकी अॅक्सी बँक व सारस्वत बँक यांना प्रत्यक्ष नोटीस देण्यात आली आहे, तर HDFC Bank, ICICI Bank, PNB यांना ईमेलद्वारे नोटीस पाठविण्यात आली आहे. आरोपींची बँक खाती गोठविण्यात आल्या बाबतची माहिती आरोपींना रजिस्टर्ड पोष्टाने कळविण्यात आली आहे. आरोपींची बँक खाती गोठविण्या करीता बँकेला पाठविलेल्या नोटीसच्या प्रती सोबत जोडल्या आहेत.

तरी उपरोक्त अहवाल आपले माहिती व अवलोकनार्थ सविनय सादर करण्यात येत आहे.



आपला विश्वासु

*Sandeep*

(संदीप शिंदे)

सहाय्यक पो. निरीक्षक  
सहार पोलीस ठाणे, मुंबई



सहार पोलीस ठाणे, मुंबई.

Sahar Police Station, Mumbai.

Near Indian Oil Depot. Opp. Hotel ITC Grand Maratha,  
Sahar Road, Andheri (E), Mumbai-400099.  
Phone No.: 022-26829783, 26817485, Fax No. 022-26829784,  
E-mail: ps.sahar.mum@mahapolice.gov.in.

O.W. No. 2550/2023

Date: - 26/04/2023

**ORDER UNDER SEC. 102 & 91 OF CRIMINAL PROCEDURE CODE, 1973**

To,  
The Manager,  
Axis Bank Limited  
Mumbai

**Sub.: Order to Debit freeze the account and produce documents under section 102 & 91 CrPC.**

**Ref: Sahar Police Station, Mumbai, FIR No 155/2023**

**Under Section 120(b), 408, 409, 477(a), 420, 34 of IPC.**

WHEREAS, the above mentioned case is presently being investigated by the undersigned and,

WHEREAS it is reported during the investigation of the case that various accounts were opened by the accused persons with your bank, details of which are as under.

Sr. No	A/C No.	A/C Name
01	921010008877100	Swapnil Baban Chavan

WHEREAS, during course of investigation it is disclosed that the above accounts were used by the accused persons for the purpose of siphoning off the proceeds of crime.

WHEREAS there is possibility of that the proceeds of crime is still deposited in the above accounts and therefore it is necessary that these accounts must be put under DEBIT FREEZE

NO LOCKER  
NO FDR  
IN A/C UNF

STATEMENT  
AAM  
ACCOUNT OPENING  
FORM  
PROVIDED  
AS 26/4/2023



AS ON  
26/4/2023  
13:42  
PM

WHEREAS, the following documents are required for the purpose of investigation of this case, you are hereby directed to produce or cause to be produced the following documents before the undersigned on 04.05.2023 at 11.00hrs at this office **without fail**.

1. Account Opening Forms, Specimen Signature Cards and updated Statements of Accounts from the date of opening till date of all bank accounts in the name of Swapnil Baban Chavan and his family members namely

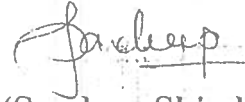
2. Details of all Bank Lockers/FDR held by the above said persons in Bank

3. All cheques, vouchers, instructions given by the above mentioned account holders regarding deposits/withdrawals/transfers of funds from/to the above said accounts of the above said persons.

4. Any other document found to be relevant with the bank accounts of the above said persons in Bank

In view of the above you are therefore directed to debit freeze the aforesaid accounts instantly on receipt of this notice and inform this office immediately.

In case of any clarification, you may contact the undersigned over mobile No.9870285010.



(Sandeep Shinde)

Asst. Police Inspector &  
Investigation Officer,  
Sahar Police Station, Mumbai.

Copy submitted to

1) The Metropolitan Magistrate, court room No 63, Andheri Court, Mumbai.

Copy to

1) Mr. Swapnil Baban Chavan





सहार पोलीस ठाणे, मुंबई.  
Sahar Police Station, Mumbai.

Near Indian Oil Depot. Opp. Hotel ITC Grand Maratha,  
Sahar Road, Andheri (E), Mumbai-400099.  
Phone No.: 022-26829783, 26817485, Fax No. 022-26829784,  
E-mail: ps.sahar.mum@mahapolice.gov.in.

O.W. No. 2848/2023

Date: - 26/04/2023

**ORDER UNDER SEC. 102 & 91 OF CRIMINAL PROCEDURE CODE, 1973**

To,  
The Manager,  
Saraswat Bank Limited  
Mumbai

**Sub.: Order to Debit freeze the account and produce documents  
under section 102 & 91 CrPC.**

**Ref: Sahar Police Station, Mumbai, FIR No 155/2023  
Under Section 120(b), 408, 409, 477(a), 420, 34 of IPC.**

WHEREAS, the above mentioned case is presently being investigated by the undersigned and,

WHEREAS it is reported during the investigation of the case that various accounts were opened by the accused persons with your bank, details of which are as under.

Sr. No	A/C No.	A/C Name
01	013200128873557	Sneha Baban Chavan

WHEREAS during course of investigation it is disclosed that the above accounts were used by the accused persons for the purpose of siphoning off the proceeds of crime.

WHEREAS there is possibility of that the proceeds of crime is still deposited in the above accounts and therefore it is necessary that these accounts must be put under DEBIT FREEZE



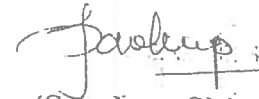
Recd. by  
26.4.23  
13.03 PM  
Jmms

WHEREAS, the following documents are required for the purpose of investigation of this case, you are hereby directed to produce or cause to be produced the following documents before the undersigned on 04.05.2023 at 11.00hrs at this office **without fail**.

1. Account Opening Forms, Specimen Signature Cards and updated Statements of Accounts from the date of opening till date of all bank accounts in the name of Sneha Baban Chavan and her family members namely
2. Details of all Bank Lockers/FDR held by the above said persons in Bank.
3. All cheques, vouchers, instructions given by the above mentioned account holders regarding deposits/withdrawals/transfers of funds from/to the above said accounts of the above said persons.
4. Any other document found to be relevant with the bank accounts of the above said persons in Bank

In view of the above you are therefore directed to debit freeze the aforesaid accounts instantly on receipt of this notice and inform this office immediately.

In case of any clarification, you may contact the undersigned over mobile No.9870285010.



(Sandeep Shinde)

Asst. Police Inspector &  
Investigation Officer,  
Sahar Police Station, Mumbai.

Copy submitted to

- 1) The Metropolitan Magistrate, court room No 63, Andheri Court, Mumbai.

Copy to

- 1) Mrs. Sneha Baban Chavan





सहार पोलीस ठाणे, मुंबई.

Sahar Police Station, Mumbai.

Near Indian Oil Depot. Opp. Hotel ITC Grand Maratha,  
Sahar Road, Andheri (E), Mumbai-400099.

Phone No.: 022-26829783, 26817485, Fax No. 022-26829784,

E-mail: [ps.sahar.mum@mahapolice.gov.in](mailto:ps.sahar.mum@mahapolice.gov.in).

O.W. No. 2546/2023

Date: - 26/04/2023

**ORDER UNDER SEC. 102 & 91 OF CRIMINAL PROCEDURE CODE, 1973**

To,

The Manager,  
HDFC Bank Limited  
Mumbai

**Sub.: Order to Debit freeze the account and produce documents  
under section 102 & 91 CrPC.**

**Ref: Sahar Police Station, Mumbai, FIR No 155/2023  
Under Section 120(b), 408, 409, 477(a), 420, 34 of IPC.**

WHEREAS, the above mentioned case is presently being investigated by the undersigned and,

WHEREAS it is reported during the investigation of the case that various accounts were opened by the accused persons with your bank, details of which are as under.

Sr. No	A/C No.	A/C Name
01	02721000019875	Vimal Agarwal
02	02721000018984	Nupur Agarwal
03	02721000019892	Girish Agarwal
04	02721000070214	Samixa Agarwal
05	02721000055437	Pinky Agarwal
06	12111140000459	Atul Pandey

WHEREAS during course of investigation it is disclosed that the above accounts were used by the accused persons for the purpose of siphoning off the proceeds of crime.

WHEREAS there is possibility of that the proceeds of crime is still deposited in the above accounts and therefore it is necessary that these accounts must be put under DEBIT FREEZE

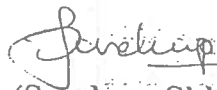
WHEREAS, the following documents are required for the purpose of investigation of this case, you are hereby directed to produce or cause to be produced the following documents before the undersigned on 04.05.2023 at 11.00hrs at this office without fail.

1. Account Opening Forms, Specimen Signature Cards and updated Statements of Accounts from the date of opening till date of all bank accounts in the name of Vimal Agarwal, Nupur Agarwal, Girish Agarwal, Samixa Agarwal, Pinky Agarwal & Atul Pandey and their family members namely
2. Details of all Bank Lockers/FDR held by the above said persons in Bank.
3. All cheques, vouchers, instructions given by the above mentioned account holders regarding deposits/withdrawals/transfers of funds from/to the above said accounts of the above said persons.
4. Any other document found to be relevant with the bank accounts of the above said persons in Bank.

In view of the above you are therefore directed to debit freeze the aforesaid accounts instantly on receipt of this notice and inform this office immediately.

In case of any clarification, you may contact the undersigned over mobile No.9870285010.



  
(Sandeep Shinde)  
Asst. Police Inspector &  
Investigation Officer,  
Sahar Police Station, Mumbai.

Copy submitted to

- 1) The Metropolitan Magistrate, court room No 63, Andheri Court, Mumbai.
- Copy to  
Mr. Vimal Agarwal, Mrs. Nupur Agarwal, Mr. Girish Agarwal, Mrs. Samixa Agarwal, Smt. Pinky Agarwal, & Mr. Atul Pandey

Email

SAHAR POLICE STATION

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**Order to debit freeze of HDFC Accounts**

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**From :** SAHAR POLICE STATION  
<ps.sahar.mum@mahapolice.gov.in>

Wed, Apr 26, 2023 03:37 PM

**Subject :** Order to debit freeze of HDFC Accounts

📎 1 attachment

**To :** lea communication <lea.communication@hdfcbank.com>

Please see our letter attached herewith

Regards  
(Sandeep Shinde)  
Asst. Police Inspector  
Sahar Police Station, Mumbai

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📎 **Letter for Debit Freet.pdf**  
826 KB

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सहार पोलीस ठाणे, मुंबई.

Sahar Police Station, Mumbai.

Near Indian Oil Depot. Opp. Hotel ITC Grand Maratha,  
Sahar Road, Andheri (E), Mumbai-400099.

Phone No.: 022-26829783, 26817485, Fax No. 022-26829784,  
E-mail: [ps.sahar.mum@mahapolice.gov.in](mailto:ps.sahar.mum@mahapolice.gov.in).

O.W. No. 2547/2023

Date: - 26/04/2023

**ORDER UNDER SEC. 102 & 91 OF CRIMINAL PROCEDURE CODE, 1973**

To,

The Manager,  
ICICI Bank Limited  
Mumbai

**Sub.: Order to Debit freeze the account and produce documents  
under section 102 & 91 CrPC.**

**Ref: Sahar Police Station, Mumbai, FIR No 155/2023  
Under Section 120(b), 408, 409, 477(a), 420, 34 of IPC.**

WHEREAS, the above mentioned case is presently being investigated by the undersigned and,

WHEREAS it is reported during the investigation of the case that various accounts were opened by the accused persons with your bank, details of which are as under.

Sr. No	A/C No.	A/C Name
01	104401531869	Swapnil Chavan
02	623501540474	Rajesh Agarwal

WHEREAS during course of investigation it is disclosed that the above accounts were used by the accused persons for the purpose of siphoning off the proceeds of crime.

WHEREAS there is possibility of that the proceeds of crime is still deposited in the above accounts and therefore it is necessary that these accounts must be put under DEBIT FREEZE

WHEREAS, the following documents are required for the purpose of investigation of this case, you are hereby directed to produce or cause to be produced the following documents before the undersigned on 04.05.2023 at 11.00hrs at this office **without fail**.

1. Account Opening Forms, Specimen Signature Cards and updated Statements of Accounts from the date of opening till date of all bank accounts in the name of Swapnil Chavan & Rajesh Agarwal and their family members namely

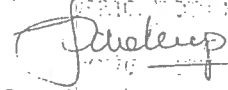
2. Details of all Bank Lockers/FDR held by the above said persons in Bank.

3. All cheques, vouchers, instructions given by the above mentioned account holders regarding deposits/withdrawals/transfers of funds from/to the above said accounts of the above said persons.

4. Any other document found to be relevant with the bank accounts of the above said persons in Bank

In view of the above you are therefore directed to debit freeze the aforesaid accounts instantly on receipt of this notice and inform this office immediately.

In case of any clarification, you may contact the undersigned over mobile No.9870285010.



(Sandeep Shinde)  
Asst. Police Inspector &  
Investigation Officer,  
Sahar Police Station, Mumbai.

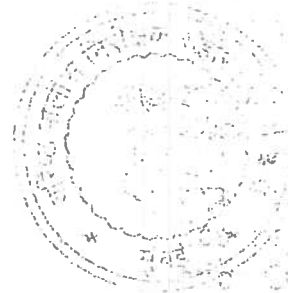
Copy submitted to

1) The Metropolitan Magistrate, court room No 63, Andheri Court, Mumbai.

Copy to

- 1) Mr. Swapnil Chavan
- 2) Mr. Rajesh Agarwal

26 APR 2023  
RECEIVED



Priti Naik

8879658795

priti.naik@icicibank.com

Email

SAHAR POLICE STATION

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**Order to Debit Freeze of ICICI Account**

---

**From :** SAHAR POLICE STATION  
<ps.sahar.mum@mahapolice.gov.in>

Wed, Apr 26, 2023 03:43 PM

 1 attachment

**Subject :** Order to Debit Freeze of ICICI Account

**To :** priti naik <priti.naik@icicibank.com>

Pleas our letter attached herewith

Regards  
(Sandeep Shinde)  
Asst. Police Inspector  
Sahar Police Station, Mumbai

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 **Letter for Debit Freeze of ICICI Account.pdf**  
808 KB

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सहार पोलीस ठाणे, मुंबई.

Sahar Police Station, Mumbai.

Near Indian Oil Depot. Opp. Hotel ITC Grand Maratha,  
Sahar Road, Andheri (E), Mumbai-400099.

Phone No.: 022-26829783, 26817485, Fax No. 022-26829784,  
E-mail: [ps.sahar.mum@mahapolice.gov.in](mailto:ps.sahar.mum@mahapolice.gov.in).

O.W. No. 2549/2023

Date: -26/04/2023

**ORDER UNDER SEC. 102 & 91 OF CRIMINAL PROCEDURE CODE, 1973**

To,  
The Manager,  
Punjab National Bank  
Mumbai

Sub.: Order to Debit freeze the account and produce documents  
under section 102 & 91 CrPC.

Ref: Sahar Police Station, Mumbai, FIR No 155/2023  
Under Section 120(b), 408,409,477(a),420, 34 of IPC.

WHEREAS, the above mentioned case is presently being investigated by the undersigned and,

WHEREAS it is reported during the investigation of the case that various accounts were opened by the accused persons with your bank, details of which are as under.

Sr. No	A/C No.	A/C Name
01	1565000100131966,	Rajni Surendra Pandey

WHEREAS during course of investigation it is disclosed that the above accounts were used by the accused persons for the purpose of siphoning off the proceeds of crime.

WHEREAS there is possibility of that the proceeds of crime is still deposited in the above accounts and therefore it is necessary that these accounts must be put under DEBIT FREEZE

WHEREAS, the following documents are required for the purpose of investigation of this case, you are hereby directed to produce or cause to be produced the following documents before the undersigned on 04.05.2023 at 11.00hrs at this office **without fail**.

1. Account Opening Forms, Specimen Signature Cards and updated Statements of Accounts from the date of opening till date of all bank accounts in the name of Sneha Baban Chavan and her family members namely

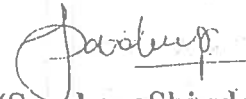
2. Details of all Bank Lockers/FDR held by the above said persons in Bank .

3. All cheques, vouchers, instructions given by the above mentioned account holders regarding deposits/withdrawals/transfers of funds from/to the above said accounts of the above said persons.

4. Any other document found to be relevant with the bank accounts of the above said persons in Bank

In view of the above you are therefore directed to debit freeze the aforesaid accounts instantly on receipt of this notice and inform this office immediately.

In case of any clarification, you may contact the undersigned over mobile No.9870285010.



(Sandeep Shinde)

Asst. Police Inspector &  
Investigation Officer,  
Sahar Police Station, Mumbai.

Copy submitted to

1) The Metropolitan Magistrate, court room No 63, Andheri Court, Mumbai.

Copy to

1) Mrs.Sneha Baban Chavan



Email

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**Order to Debit Freeze of PNB Account**

---

**From :** SAHAR POLICE STATION  
<ps.sahar.mum@mahapolice.gov.in>

Wed, Apr 26, 2023 03:46 PM

 1 attachment

**Subject :** Order to Debit Freeze of PNB Account

**To :** bo1565@pnb.co.in

Pleas our letter attached herewith

Regards  
(Sandeep Shinde)  
Asst. Police Inspector  
Sahar Police Station, Mumbai

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 **Letter for Debit Freeze of PNB Account.pdf**  
747 KB

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जबाब

दिनांक १६/०३/२०२३

श्री. गिरीष गोपालदास मुंदडा, वय ३५ वर्षे, धंदा—चार्टड अकाऊंटंट, रा.ठी. फ्लॉट नंबर—१, ब्रिज अपार्टमेंट, फ्लॉट नंबर—६३, प्रोजन मॉल, सिडको एन—१, छत्रपती संभाजी नगर, महाराष्ट्र—४३१००३ (मोबा—९४२२९२५४२२)

मी, वरील प्रमाणे असुन वर नमुद पत्त्यावर रहावयास आहे. मी व्यवसायाने चार्टड अकाऊंटंट आहे. मी व चार्टड अकाऊंटंट श्री. संतोष लोया असे दोघो भागीदारी मध्ये चार्टड अकाऊंटंटचे काम करीत असुन आमच्या फर्मचे नाव “ लोया अॅन्ड मुंदडा ” असे आहे. तर फर्मचा पत्ता—३१५ साई ट्रेड सेंटर, ३रा माळा, आर.टी.ओ. रोड, रेल्वे स्टेशन जवळ, छत्रपती संभाजी नगर, महाराष्ट्र असा आहे. माझा इस्टीटयुट ऑफ चार्टड अकाऊंटंट ऑफ इंडिया यांच्याकडुन मिळालेला मेंबरशिप क्रमांक 141172 असा आहे.

सन—२०२१ मध्ये सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा लि, आणि संगीता एव्हीशन सर्वीसेस प्रा लि कंपनीने चार्टड अकाऊंटंट म्हणुन आमच्या फर्मची नियुक्ती केली आहे. सदर कंपनीचे सन—२०२०—२१ व २०२१—२२ दोन आर्थीक वर्षातील दोन्ही कंपनीच्या आर्थीक व्यवहाराची तपासणी/छाननी करण्याचे काम आमच्या फर्मला दिलेले आहे.

त्या प्रमाणे आमच्या फर्मकडुन सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा लि, या कंपनीचे सन—२०२०—२१ आणि सन—२०२१—२२ या दोन वर्षातील आर्थीक व्यवहाराची तपासणी/छाननी केली होती. तर संगीता एव्हीशन सर्वीसेस प्रा लि या कंपनीच्या फक्त सन—२०२०—२१ या वर्षातील आर्थीक व्यवहाराची तपासणी करण्यात आली होती. परंतु एन.सी.एल.टी यांनी ऑगस्ट—२०२१ मध्ये सदर कंपनीची दिवाळखोर कंपनी अशी घोषणा करुन त्यावर प्रशासक नेमला असल्यामुळे सन—२०२१—२२ या वर्षातील संगीता एव्हीशन कंपनीच्या आर्थीक व्यवहाराची तपासणी/छाननी करण्यात आली नाही.

सन—२०२०—२१ आणि सन—२०२१—२२ या आर्थीक वर्षातील कंपनीच्या आर्थीक व्यवहाराची तपासणी करताना वेतन, भाडे, कन्सलटन्सी फिस याबाबत पुरक कागदपत्रे (म्हणजेच नियुक्तीपत्र, रेंट अॅग्रीमेंट, कन्सलटन्सी परचेस ऑर्डर व बिल इत्यादी) मिळुन आले नाहीत, त्याबाबत आम्ही कंपनीच्या अकाऊन्ट्स विभागाकडे त्या कागदपत्राची मागणी केली होती, परंतु कंपनीच्या अकाऊन्ट्स विभागाने सदर कागदपत्राची पुर्तता झालेली नव्हती. याबाबत आम्ही संबंधीत व्यवहाराच्या कागदापत्रावर तसे शोरे मारलेले आहेत. तसेच कंपनीला दिलेल्या Query Report मध्ये त्याबाबत स्पष्टपणे नमुद केलेले आहे. त्या रिपोर्टची कॉपी मी हजर करीत आहे.

दिनांक ०६/०९/२०२२ रोजी उपरोक्त कंपनीचे सी.ई.ओ श्री. अमीत आग्रवाल यांनी लेखी पत्र देऊन त्यांच्या दोन्ही कंपनीमध्ये आर्थीक गैरव्यवहार झाला असावा अशी त्यांना शंका वाटत असल्याचे सांगुन त्यांच्या दोन्ही कंपनीतील सन—२०१८—१९ ते सन—२०२१—२२ या वर्षातील आर्थीक व्यवहाराची पुन्हा तपासणी/छाननी करण्याची विनंती केली होती. त्या प्रमाणे आम्ही दोन्ही कंपनीच्या आर्थीक व्यवहाराची तपासणी केली आहे.

दोन्ही कंपनीच्या आर्थिक व्यवहाराच्या पुर्न: तपासणी/छाननी दरम्यान आमच्या असे निदर्शनास आले आहे की, आम्ही दोन्ही कंपनीच्या तपासणी केलेल्या आर्थिक वर्षा २०२०-२१ व २०२१-२२ यामध्ये आम्हाला निदर्शनास आलेले Unsupported Vouchers हे कंपनीच्या अकाऊंट्स विभागाने कंपनीच्या संचालक मंडळाकडून मंजुर करून घेतले नव्हते. तसेच कंपनीचे संचालक श्री. अमीत आग्रवाल यांच्या विनंती पत्रावरून आम्ही कंपनीचे सन-२०१८-१९ व २०१९-२० या आर्थिक वर्षाची तपासणी केली असता यामध्ये देखील त्याच प्रमाणे Unsupported Vouchers वेतन, भाडे, कन्सलटन्सी फिस इत्यादी खर्चाबद्दल मिळून आले. ते देखील कंपनीच्या संचालक मंडळाकडून मंजुर केले नसल्याचे आढळून आले. यावरून सुप्रीम कंपनीचे काही पदाधिकारी हे दोन्ही कंपनीच्या व्यवहारामध्ये अशा प्रकारे सतत पैशाचा अपहार करीत असल्याचे निदर्शनास आले. त्याबाबत आम्ही दिनांक ०२/०३/२०२३ रोजी श्री. अमीत आग्रवाल संचालक- सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन सर्वीसेस प्रा लि व संगीता एव्हीएशन सर्वीसेस प्रा लि यांना सविस्तर अहवाल सादर केला आहे.

सदर तपासणी मध्ये आमच्या असे निदर्शनास आले आहे की, सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन सर्वीसेस प्रा लि, संगीता एव्हीएशन सर्वीसेस प्रा लि या दोन्ही कंपनीच्या बँक खात्यातून तसेच अमीत आग्रवाल यांच्या वैयक्तिक बँक खात्यातून सुप्रीम ट्रान्सपोर्ट कंपनीचे पदाधिकारी व इतर काही लाभार्थी यांच्या वैयक्तिक बँक खात्यावर खालील प्रमाणे रक्कम ट्रान्सफर झाली असून ते पदाधिकारी व लाभार्थी यांची नावे खालील प्रमाणे आहेत.

Sr. No	Beneficiary Name	STOPL	SASPL	Ammeet Agarwal
01	Vimal Kumar Agarwal	2,20,64,958	13,93,250	8,00,000
02	Nupur Vimal Agarwal	31,50,381	8,17,600	8,00,000
03	Girish Kumar Agarwal	40,49,775	13,93,250	8,00,000
04	Samixa Girish Agarwal	20,56,256	10,95,500	8,00,000
05	Pinki Jagdish Agarwal	49,75,256	8,77,150	7,86,611
06	Rajesh Agarwal		88,65,778	
07	Balaji Enterprises		27,34,409	
08	Swapnil BabanChavan		45,52,400	
09	Sneha Baban Chavan		47,55,000	
10	Atul Surendra Pandey		37,34,000	
11	Rajani Surendra Pandey		11,00,000	
12	Noor Bank	30,00,000		
	Total	3,92,96,626/-	3,13,18,337/-	39,86,611/-

आम्ही केलेल्या तपासणी मध्ये सन-२०१८ ते सन-२०२२ या कालावधीत कंपनीचे पदाधिकारी श्री. विमल आग्रवाल व श्री. गिरीष आग्रवाल व इतर लाभार्थी यांनी एकूण रक्कम रुपये ०७,४६,०१,५७८/- एवढ्या रकमेचा गैरव्यवहार केला असून सदर रकमेचा अपहार झाला असल्याबाबतचा सविस्तर अहवाल आम्ही सादर केलेला आहे.

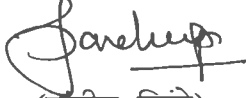
*Jandrup*

*Agarwal*

श्री. गिरीष गोपालदास मुंदडा, वय ३५ वर्षे यांचा जबाब पुढे चालू.....

माझा जबाब संगणकावर मराठीमध्ये टंकलेखित केला आहे, माझा जबाब मी वाचून पाहिला असून तो माझे सांगणे प्रमाणे बरोबर आहे.

समक्ष



(संदीप शिंदे)

सहाय्यक पो. निरीक्षक  
सहार पोलीस ठाणे, मुंबई



# LOYA & MUNDADA

CHARTERED ACCOUNTANTS

March 2<sup>nd</sup> 2023

To,

**Shri Kamal Agarwal**  
Chairman  
**Supreme Transport Organisation Pvt Ltd**  
5B 34 Akshay Mittal Industrial Estate, MV Road  
Andheri East, Mumbai 400059

**H.E. Capt Ammeet K Agarwal**  
President & CEO  
**Sangeeta Aviation Services Pvt Ltd**  
5B 32 Akshay Mittal Industrial Estate, MV Road  
Andheri East, Mumbai 400059

**Captain Ammeet K Agarwal**  
901 Bikaner Bhawan, JB Nagar  
Andheri East, Mumbai 400059

**Subject: Scrutiny of fraud of Rs. 7.46+ Crores (Rs. 7,46,01,578/-)**

Dear Sirs,

1. We have been appointed to scrutinize independently, audit and submit report on afore mentioned subject that took place between 2018 till date. As per your letter dated 06/09/2022. We are hereby enclosing detailed, unbiased report for your perusal.
2. We came to know that the existing directors had filed a police complaint with Sahar Police has been filed, through the Economics Offence Wing (EOW) to further investigate this allegation followed by registering of F.I.R. and appropriate actions as per the law.

ADDRESS: - 315, 3rd Floor, Sai Trade Centre, Near Mayor Bungalow, Railway Station Road,  
Aurangabad Maharashtra, India

Contact. +919422925422 Email. mundadagirish@gmail.com



# LOYA & MUNDADA

CHARTERED ACCOUNTANTS

3. This report is prepared with the help of all account statements that were provided to us by the promoters. We are not responsible for any data or information, that would have not been covered, due to non-availability of bank statements.

4. Overview of amounts of transactions done:

Names of the Accused	Total in Rs.	STOPL	SASPL	AMMEET K
Vimal Kumar Jagdish Agrawal	2,42,58,208	2,20,64,958	13,93,250	8,00,000
Nupur Vimal Agrawal	47,67,981	31,50,381	8,17,600	8,00,000
Girish Kumar Jagdish Agrawal	62,43,029	40,49,775	13,93,250	8,00,000
Samixa Girish Agrawal	39,51,756	20,56,256	10,95,500	8,00,000
Pinki Jagdish Agrawal	66,39,017	49,75,256	8,77,150	7,86,611
Rajesh Bhagwandas Agrawal	88,65,778		88,65,778	
Balaji Enterprises R.B. Agrawal	27,34,409		27,34,409	
Swapnil Baban Chavan	45,52,400		45,52,400	
Sneha Baban Chavan	47,55,000		47,55,000	
Atul Surendra Pandey	37,34,000		37,34,000	
Rajini Surendra Pandey	11,00,000		11,00,000	
Dubai Hawala Noor Bank	30,00,000	30,00,000		
<b>Total Siphoning Off Rs.</b>	<b>7,46,01,578/-</b>	<b>3,92,96,626</b>	<b>3,13,18,337</b>	<b>39,86,611</b>

5. Accounts scrutinized of the victims:

Supreme Transport Organisation Pvt Ltd	HDFC	10452840000014
Supreme Transport Organisation Pvt Ltd	HDFC	03302840000157
Supreme Transport Organisation Pvt Ltd	HDFC	01662840000470
Supreme Transport Organisation Pvt Ltd	HDFC	03302840000140

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CHARTERED ACCOUNTANTS

Ltd		
Supreme Transport Organisation Pvt Ltd	HDFC	04072840000053
Supreme Transport Organisation Pvt Ltd	HDFC	00602340000085
Supreme Transport Organisation Pvt Ltd	P.N.B.	10451131002901
Supreme Transport Organisation Pvt Ltd	B.O.I.	843720110000498
Supreme Transport Organisation Pvt Ltd	B.O.I.	004420110000823
Sangeeta Aviation Services Pvt Ltd	DCB	004XXXXXX2745
Sangeeta Aviation Services Pvt Ltd	HDFC	50200008133578
Sangeeta Aviation Services Pvt Ltd	CITIBANK	0060246114
Captain Ammeet K Agarwal	DCB	00410200001403
Captain Ammeet K Agarwal	PNB	10452191004874

## 6. Accounts recommended for immediate freezing:

Vimal Kumar Jagdish Agrawal	HDFC	02721000019875
Nupur Vimal Kumar Jagdish Agrawal	HDFC	02721000018984
Girish Kumar Jagdish Agrawal	HDFC	02721000019892
Samixa Girish Kumar Agrawal	HDFC	02721000070214
Pinki Jagdish Agrawal	HDFC	02721000055437
Swapnil Chavan	ICICI Bank	104401531869
Swapnil Chavan	Axis Bank	921010008877100
Sneha Baban Chavan	Sarswat Bank	013200128873557
Atul Surendra Pandey	HDFC Bank	12111140000459
Rajini Surendra Pandey	PNB	1565000100131966
Balaji Enterprises	Bassein Catholic Coop Bank Ltd	012130300000051

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CHARTERED ACCOUNTANTS

7. ALL THE PERSONS MENTIONED ABOVE HAVE falsified ALL THE ACCOUNTS belonging to BOTH THE COMPANIES and PERSONAL ACCOUNT of CAPT AMMEET K AGARWAL.
8. Complete siphoning has been done through online transactions, which primarily have been conducted by Mr. Girish Jagdish Agrawal and Mr. Kamlesh Bairwa Tatawat.
9. All the chequebook leaflets have been scrutinized. None of the leaflets have entries of the siphoned off amounts.
10. The directors tried to log in by forget password option on behalf of company's HDFC accounts, registered email id is girish@stopt.in and his mobile number.
11. Multiple emails are available on record where Kamlesh is requesting the bank in last quarter of 2022 to update records from his email id and mobile number to owner's mobile number and email id.

\*\*\*\*\*
12. Prima facie as per the scrutiny & explanation we got, we are in opinion that the amount being unauthorisedly transfer or used has been detailed in annexures. Explanation for the transactions done to be taken from the concerned persons with documentary proof they have. Then only the allegation of Siphoned off money to be decided.
13. Mr. Vimal Agrawal has unauthorisedly transfer an amount of Rs. 2,42,58,208/- (Rs.2.42 Crores).
14. Annex 1 has details of all transactions of Rs. 2,42,58,208/- from afore mentioned accounts to Vimal's personal account.
15. Mrs. Nupur Agrawal has transactions of an amount of Rs. 47,67,981/- (Rs.47.67 Lakhs).

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# LOYA & MUNDADA

CHARTERED ACCOUNTANTS

16. Annex 2 has details of all transactions of Rs. 47,67,981/- from afore mentioned accounts to Nupur's personal account.
17. Mr. Girish Agrawal has transactions of an amount of Rs. 62,43,029/- (Rs.62.43 Lakhs. Annex 3 has details of all the transactions of Rs. 62,43,029/- from afore mentioned accounts to Girish's personal account.
18. Mrs. Samixa Girish Agrawal has transactions of an amount of Rs. 39,51,756/- (Rs.39.51 Lakhs). Annex 4 has details of all the transactions of Rs. 39,51,756/-
19. Ms. Pinki Agrawal has transaction of an amount of Rs. 66,39,017/- (Rs.66.39 Lakhs). Annex 5 has details of all the transactions of Rs. 66,39,017/- from afore mentioned accounts to Pinki's personal account.
20. Mr. Rajesh Agrawal has transactions of total amount of Rs. 1,16,00,187/- from Sangeeta Aviation Services Pvt Ltd EXCLUSIVELY, out of which Rs. 27,34,409/- was unauthorisedly transfer to his proprietorship firm BALAJI ENTERPRISES and balance Rs. 88,65,778/- to his personal account.
21. Annex 6 has details of all funds transfer transactions of Rs. 1,16,00,187/- from afore mentioned accounts to Rajesh Agrawal's personal account and Balaji Enterprises account.
22. Mr. Swapnil Baban Chavan has transactions of a total amount of Rs. 1,23,07,400/-.
23. Out of this Rs. 1,23,07,400/- an amount of Rs. 45,52,400/- was unauthorisedly transfer to Swapnil Chavan's PERSONAL ACCOUNT.

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# LOYA & MUNDADA

CHARTERED ACCOUNTANTS

24. Out of this Rs. 1,23,07,400/- an amount of Rs. 47,55,000/- was unauthorisedly transfer to Swapnil Chavan's mother's PERSONAL ACCOUNT i.e. Sneha Baban Chavan's account.
25. Out of this Rs. 1,23,07,400/- an amount of Rs. 30,00,000/- (equivalent to UAE dirhams of 145,915.19/-) was unauthorisedly transfer to Swapnil Chavan's FIRM: POTOMAC AVIATION in UAE, having an account with NOOR BANK.
26. Annex 7 has details of all funds transfer transactions of Rs. 1,23,07,400/- from afore mentioned accounts to Swapnil Chavan's personal accounts; Sneha Baban Chavan's account and Potomac Aviation account in UAE.
27. Mr. ATUL SURENDRA PANDEY has transactions of a total amount of Rs. 48,34,000/- from SANGEETA AVIATION SERVICES PVT LTD Exclusively.
28. Out of this Rs. 48,34,000/- an amount of Rs. 37,34,000/- was unauthorisedly transfer to Atul Pandey's PERSONAL ACCOUNT.
29. Out of this Rs. 48,34,000/- an amount of Rs. 11,00,000/- was transfer to Atul Pandey's mother's PERSONAL ACCOUNT i.e. RAJINI SURENDRA PANDEY's account.
30. Annex 8 has details of all funds transfer transactions of Rs. 48,34,000/- from afore mentioned accounts to Atul Pandey's personal account and Rajini Surendra Pandey's account.
31. We as independent auditors shall be available at your convenience, in case any further clarifications or supporting documents would be required in this scrutiny or investigation. Thank you. Sincerely,

Chartered Accountants  
Firm Registered with  
CA Chetan G. Mundada



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Aurangabad Maharashtra, India

Contact. +919422925422 Email. mundadagirish@gmail.com

**SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED**

**PAN : AAMCS0611A**

**Statutory Audit Report**

Financial Year : 2019-2020

Assessment Year : 2020-2021

Date of Audit Report : 23/12/2020



**C P PATEL & ASSOCIATES**

**Prop. Chirag Patel**

**Chartered Accountants**

## INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT

[Where the data of the Return of Income in Form ITR-1 (SALAJ), ITR-2, ITR-3,  
ITR-4 (SUGAM), ITR-5, ITR-6, ITR-7 filed and verified]  
(Please see Rule 12 of the Income-tax Rules, 1962)

Assessment Year  
**2020-21**

PAN	AAMCS0611A		
Name	SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED		
Address	34 BUILDING NO.5B, SIR MATHURADAS VASANJIRO, AKSHAY MITTAL IND ESTATE, ANDHERI, MUMBAI, MAHARASHTRA, 400059		
Status	Pvt Company	Form Number	ITR-6
Filed u/s	139(1)-On or before due date	e-Filing Acknowledgement Number	169214581100121
Taxable Income and Tax details	Current Year business loss, if any	1	49364333
	Total Income		0
	Book Profit under MAT, where applicable	2	0
	Adjusted Total Income under AMT, where applicable	3	0
	Net tax payable	4	0
	Interest and Fee Payable	5	0
	Total tax, interest and Fee payable	6	0
	Taxes Paid	7	3223565
(+)Tax Payable /(-)Refundable (6-7)	8	-3223570	
Dividend Distribution Tax details	Dividend Tax Payable	9	0
	Interest Payable	10	0
	Total Dividend tax and interest payable	11	0
	Taxes Paid	12	0
	(+)Tax Payable /(-)Refundable (11-12)	13	0
Accreted Income & Tax Detail	Accreted Income as per section 115TD	14	0
	Additional Tax payable u/s 115TD	15	0
	Interest payable u/s 115TE	16	0
	Additional Tax and interest payable	17	0
	Tax and interest paid	18	0
	(+)Tax Payable /(-)Refundable (17-18)	19	0

Income Tax Return submitted electronically on 10-01-2021 00:57:25 from IP address 49.32.198.224 and verified by KAMAL N AGARWAL

having PAN ABMPA1774E on 10-01-2021 00:57:25 from IP address 49.32.198.224 using

Digital Signature Certificate (DSC).

DSC details: 81426166505812CN=Vernsys CA  
2014.2.5.4.51=#13294f666696365204e6f2e2032312c20326e6420466c6f6f722c20426861766e61204275696c64696e67,STREET=V.S.

**DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU**



## INDEPENDENT AUDITOR'S REPORT

TO THE MEMBERS OF

SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

### Report on the Financial Statements

We have audited the accompanying financial statements of SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED ("the Company"), which comprises the Balance Sheet as at March 31, 2020, the Statement of Profit and Loss and Cash Flow Statement for the year then ended, and a summary of significant accounting policies and other explanatory information.

### Opinion

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid financial statements give the information required by the Companies Act, 2013 ("the Act") in the manner so required and give a true and fair view in conformity with the Indian Accounting Standards prescribed under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended, ("IndAS") and other accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2020, and its cashflows for the year ended on that date except for the matters referred in emphasis of matter.

### Basis of Opinion

We conducted our audit of financial statements in accordance with the Standards on Auditing specified under section 143(10) of the Act (SAs). Our responsibilities under those Standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants of India (ICAI) together with the independence requirements that are relevant to our audit of the financial statements under the provisions of the Act and the Rules made thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ICAI's Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the financial statements.

### Emphasis of Matter

We invite attention to:

1. The Note No.4 regarding loans; the closing balances of all loans are not yet confirmed by the balance confirmation from banks/FI's. It also states the ongoing litigation between Kotak Bank and STOPL and Axis Bank and STOPL. Both these loans are under SARFAESI as on date.

The closing balance of loans does not reflect penal interest portion on the loans which the company has not accepted.

As described in Note 4 and Note 23 to the financial statements, Company has calculated closing balance as per the books considering repayment made as per bank statements as on March 31, 2020 in respect of loans from Kotak Bank, IndusInd bank, Shriram Transport Finance Limited, Indostar, Axis bank due to non-availability of closing balance confirmation from banks as on the date of signing of audit report. The

Statement of Account provided by banks does not give clarity regarding the closing balances as on March 31, 2020. Moreover Company does not agree with charging of penal interest by banks as Company wants to handover possession of assets to banks against the loans. There are litigations going on in respect of Terms Loans and CC of Kotak Mahindra Bank and Aircraft loan Of Axis Bank for settlement of loans. Also, Kotak Mahindra Bank has sold off flat no 143 and flat no 233 which were sold off for recovery of loans against those properties under the SARFAESI Act, 2002. However, company has objected to this selling due to improper auction procedure and the same is in litigation. In view of the lack of clarity in terms of settlement the said properties have been still shown in books as also the loan outstanding for which these properties were mortgaged. So, in absence of sufficient and appropriate evidence we are unable to comment on the exact closing balance of Loans and the possible impact of the Interest on the profitability of financial statements as on March 31, 2020.

With reference to Note No. 6, 11, 12 & 14 regarding the balance of Sundry Creditors, Debtors, Loans and Advances, Deposits not confirmed by the parties and hence our inability to state whether these balances are recoverable/payable to the extent stated.

2. The Company has given loans to directors which to the tune of Rs 19, 30,000 violating section 185 of the Companies Act 2013

#### **Information Other than the Financial Statements and Auditor's Report Thereon**

The Company's Management is responsible for the preparation of the other information. The other information comprises the information included in the Board's Report including Annexure to Board's Report, Management Discussion and Analysis/ Business Responsibility Report/Corporate Governance and Shareholder's Information, but does not include the financial statements and our auditor's report thereon. The above-referred information is expected to be made available to us after the date of this audit report.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above when it becomes available and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained during the course of our audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information; we are required to report that fact.

When we read the other information, if we conclude that there is a material misstatement therein, we are required to communicate the matter to those charged with governance and take appropriate actions necessitated by the circumstances and the applicable laws and regulations.

#### **Responsibilities of Management and Those Charged with Governance for the Financial Statements**

The Company's management is responsible for the matters stated in Section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these financial statements that give a true and fair view of the financial position, financial performance, changes in equity and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern. The Management is responsible for overseeing the Company's financial reporting process.

### Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal financial controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Act, we are also responsible for expressing our opinion on whether the Company has adequate internal financial controls system in place and the operating effectiveness of such controls
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Materiality is the magnitude of misstatements in the financial statements that, individually or in aggregate, makes it probable that the economic decisions of a reasonably knowledgeable user of the financial statements may be influenced. We consider quantitative materiality and qualitative factors in (i) planning the scope of our audit work and in evaluating the results of our work; and (ii) to evaluate the effect of any identified misstatements in the financial statements.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication

#### **Report on Other Legal and Regulatory Requirements**

1. As required by Section 143(3) of the Act, based on our audit we report that:

a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.

b) In our opinion proper books of account as required by law have been kept by the Company so far as appears from our examination of those books.

c) The Balance Sheet and the Statement of Profit and Loss including the Statement of Cash Flow dealt with by this Report are in agreement with the books of account.

d) In our opinion, the aforesaid financial statements comply with the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014.

e) On the basis of the written representations received from the directors as on 31st March, 2020 taken on record by the Board of Directors, none of the directors is disqualified as on 31st March, 2020 from being appointed as a director in terms of Section 164 (2) of the Act.

f) With respect to the adequacy of the internal financial controls with reference to financial statements of the Company and the operating effectiveness of such controls, refer to our separate Report in "Annexure A". Our report expresses an unmodified opinion on the adequacy and operating effectiveness of the Company's Internal Financial Controls with reference to financial statements.

g) With respect to the other matters included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rule, 2014, in our opinion and to the best of our information and according to the explanation given to us and to the best of our information and according to the explanations given to us:

i. The company has disclosed the impact of pending litigation on its financial position in its financial statements;

ii. The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses;

iii. There has been no delay in transferring amounts, required to be transferred, to the Investor Education and Protection Fund by the Company.

2. As required by the Companies (Auditor's Report) Order, 2016("the Order"), issued by the Central Government of India in terms of sub-section (11) of Section 143 of the Act, we give in "Annexure B" a statement on the matters specified in paragraphs 3 and 4 of the Order.

For C P Patel & Associates  
Chartered Accountants  
Firm Registration No.: 142609W

*CP Patel*

Chirag Patel  
Proprietor  
Membership No.: 128407  
UDIN: 21128407AAAAAE8002  
Date: 23/12/2020  
Place: Thane





#### ANNEXURE "A" TO THE INDEPENDENT AUDITOR'S REPORT

(Referred to in paragraph 1(f) under 'Report on Other Legal and Regulatory Requirements' section of our report to the Members of Supreme Transport Organisation Private Limited of even date)

Report on the Internal Financial Controls with reference to Financial Statements under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013 ("the Act")

We have audited the Internal Financial Controls with reference to financial statements of SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED ("the Company") as of March 31, 2020 in conjunction with our audit of the financial statements of the Company for the year ended on that date.

#### Management's Responsibility for Internal Financial Controls

The Management of the Company is responsible for establishing and maintaining Internal financial controls based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls with reference to financial statements issued by the Institute of Chartered Accountants of India ("ICAI"). These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

#### Auditors' Responsibility

Our responsibility is to express an opinion on the Company's Internal Financial Controls with reference to financial statements based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls with reference to financial statements (the "Guidance Note") issued by the Institute of Chartered Accountants of India and the Standards on Auditing, issued by ICAI and deemed to be prescribed under section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls, both issued by the Institute of Chartered Accountants of India. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate Internal Financial Controls with reference to financial statements was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the Internal Financial Controls with reference to financial statements and their operating effectiveness. Our audit of Internal Financial Controls with reference to financial statements included obtaining an understanding of Internal Financial Controls with reference to financial statements, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Company's Internal Financial Controls with reference to financial statements.

### Meaning of Internal Financial Controls with reference to financial statements

A company's Internal Financial Controls with reference to financial statements is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's Internal Financial Controls with reference to financial statements includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

### Inherent Limitations of Internal Financial Controls with reference to financial statements

Because of the inherent limitations of Internal Financial Controls with reference to financial statements, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the Internal Financial Controls with reference to financial statements to future periods are subject to the risk that the Internal Financial Controls with reference to financial statements may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

### Opinion

In our opinion, the Company, have in all material respects, an adequate Internal Financial Controls with reference to financial statements and such Internal Financial Controls with reference to financial statements were operating effectively as at 31 March 2020, based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls with reference to financial statements issued by the Institute of Chartered Accountants of India.

For C P Patel & Associates  
Chartered Accountants  
Firm Registration No.: 142609W

*C. Patel*

Chirag Patel  
Proprietor  
Membership No.: 128407  
UDIN: 21128407AAAAAE8002  
Date: 23/12/2020  
Place: Thane





ANNEXURE "B" TO THE INDEPENDENT AUDITOR'S REPORT

(Referred to in paragraph 2 under 'Report on Other Legal and Regulatory Requirements' section of our report to the Members of Supreme Transport Organisation Private Limited of even date)

i. In respect of the Company's fixed assets:

(a) The company has maintained proper records showing full particulars including quantitative details and situation of fixed assets.

(b) A substantial portion of fixed assets has been physically verified by the management during the year and in our opinion the frequency of verification is reasonable having regard to the size of the company, the nature of its assets.

According to the information given to us and to the best of our knowledge, no material discrepancies were noticed on such physical verification.

(c) According to the information and explanations given to us and the records examined by us, we report that, the title deeds, comprising the immovable property of Land, are held in the name of company as at the balance sheet date.

ii. (a) As explained to us, the Inventory has been physically verified by the management at reasonable intervals during the year.

(b) In our opinion and according to the information and explanations given to us, no material discrepancies were noticed on physical verification.

iii. According to the information and explanations given to us and the records examined by us, the Company has complied with section 189 of the Companies Act, 2013 wherever applicable.

iv. In our opinion and according to the information and explanations given to us, the Company has complied with section 185 and 186 of the Companies Act, 2013 wherever applicable. Except to the extent of Rs 19, 30,000 temporary loan given to director for exigency purpose.

v. According to the information and explanations given to us, the company has not accepted deposits during the year. The company generally complied with the provisions of Sections 73 to 76 or any other relevant provisions of the Companies Act, 2013.

vi. According to the information and explanations given to us, cost records as prescribed by the central Government under Section 148(1) of the Companies Act, 2013 are not required to be maintained.

vii. (a) According to the information and explanations given to us and the records examined by us, in our opinion, the company has generally been regular in depositing with appropriate authorities undisputed statutory dues including Provident Fund, Employees' State Insurance, Income-tax, Service tax, value added tax, except Goods and Service tax which is delayed due to cash flow mismatch, cess and any other material statutory dues applicable to it. There were no arrears of such dues at the year end which have remain outstanding for a period of more than six months from the date they became payable.

(b) According to the information and explanations given to us and the records examined by us, company has no dues in respect of Income Tax, Service Tax, GST and value added tax which has not been deposited on account of any dispute except delayed payments of GST due to mismatch of receipt of revenue.

viii) Based on the audit procedure and according to the information and explanations given to us, we are of the opinion that the company has defaulted in repayment of principal and/or interest to banks, financial institutions wherein the period of delay ranges from 1 to 365 days and in some cases more than 365 days.

The exact penal interests as well as other charges are not ascertainable as no balance confirmation has been received from the banks and most of the loans are under SARFAESI.

ix) The company has not raised moneys by way of further public offer. Further, in our opinion and according to the information and explanations given to us, the moneys raised by way of debt instruments and term loans have been applied by the company during the year for the purposes for which they are raised.

x.) To the best of our knowledge and according to the information and explanations given to us, no fraud by the company and no material fraud on the company by its officers or employees, noticed or reported to us by the management during the year Management's Responsibility for the Financial Statements

xi) Since the company is a Private Limited company, provisions of sections 197 read with schedule V of the Act regarding payment of managerial remunerations is not applicable.

xii. In our opinion and according to the information and explanations given to us, Company is not a Nidhi Company.

Accordingly reporting under paragraph 3(xii) of the Order is not applicable.

xiii. In our opinion and according to the information and explanations given to us, transactions entered by the Company with related parties are in compliance with section 188 of the Act, to the extent applicable. Being an unlisted Company provisions of section 177 of the Act are not applicable. In our opinion, details of transactions with the related parties have been disclosed in the financial statements as required by the applicable accounting standards.

xiv. According to the information and explanations give to us and based on our examination of the records of the Company, the Company has not made any preferential allotment or private placement of shares or fully or partly convertible debentures during the year and hence reporting under clause 3(xiv) are not applicable to the company.

xv. According to the information and explanations given to us and based on our examination of the records of the Company, the Company has not entered into non-cash transactions with directors or persons connected with him. Accordingly, reporting under paragraph 3(xv) of the Order are not applicable.

xvi. The company is not required to be registered under section 45-IA of the Reserve Bank of India Act, 1934.

For C P Patel & Associates  
Chartered Accountants  
Firm Registration No.: 142609W

*cpatel*

Chirag Patel  
Proprietor  
Membership No.: 128407  
UDIN: 21128407AAAAAE8002  
Date: 23/12/2020  
Place: Thane



Supreme Transport Organisation Private Limited  
CIN : U60230MH2008PTC216143  
Balance Sheet as at 31st March 2020

Particulars	Note	Amount (Rs.)	
		As at 31st March, 2020	As at 31st March, 2019
<b>A EQUITY &amp; LIABILITIES</b>			
<b>1 Shareholders' Funds</b>			
(a) Share capital	2	7,00,00,000	7,00,00,000
(b) Reserves & surplus	3	(1,69,56,353)	3,16,20,532
		5,30,43,647	10,16,20,532
<b>2 Non Current Liabilities</b>			
(a) Long-term borrowings	4	17,02,46,059	19,09,31,868
(b) Long term Provisions		-	-
(b) Deferred Tax Liabilities		6,27,38,155	6,04,40,227
		23,29,84,213	25,13,72,035
<b>3 Current Liabilities</b>			
(a) Short-term borrowings	5	(1,77,73,503)	1,45,50,850
(b) Trade payables	6	5,18,74,067	10,17,14,478
(c) Other current liabilities	7	26,29,62,133	25,06,43,345
(d) Short-term provisions	8	2,18,70,804	2,18,70,804
		31,89,33,501	38,87,79,477
		<b>60,49,61,361</b>	<b>74,17,72,043</b>
<b>B ASSETS</b>			
<b>1 Non-current assets</b>			
<b>(a) Fixed assets</b>			
(i) Tangible Assets	9	28,40,49,565	32,79,87,110
(ii) Capital Work in Progress		-	-
(b) Non-current investments	10	11,54,87,330	11,54,87,330
(c) Long Term loans and advances	11	2,76,69,041	2,48,35,854
(d) Deferred Tax Assets		42,72,05,937	46,83,10,294
<b>2 Current Assets</b>			
(a) Trade Receivables	12	6,38,28,999	12,10,48,989
(b) Cash & cash equivalents	13	47,25,883	17,58,545
(c) Short term loan and advances	14	10,92,00,543	15,06,54,214
(d) Other Current Assets	15	-	-
		17,77,55,425	27,34,61,748
		<b>60,49,61,361</b>	<b>74,17,72,043</b>

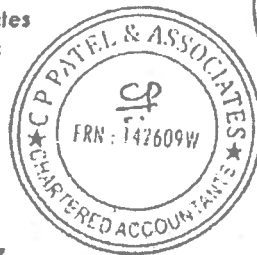
Significant Accounting Policies 1  
Notes on Financial Statements 2 to 28

As per our separate report of even date

For, C P Patel & Associates  
Chartered Accountants  
F.R.N. 142609W

Chirag Patel  
Proprietor  
Membership No. 128407  
UDIN : 21128407AAAAAE8002

Date : 23-12-2020  
Place: Mumbai



For and on behalf of the Board

Shri Kamal Agarwal  
Chairman & Managing Director  
DIN No. 1252090

H.E. Captain Ammeet K Agarwal  
Director  
DIN : 05293676

Date : 23-12-2020  
Place: Mumbai

Supreme Transport Organisation Private Limited  
 CIN : U60230MH2008PTC216143  
 Statement of Profit & Loss for the year ended on March 2020

Particulars	Note	Amount (Rs.)	
		For the Period Ended 31st March 2020	For the Period Ended 31st March 2019
1 Revenue from Operations	16	20,07,41,360	34,37,22,523
		20,07,41,360	34,37,22,523
2 Other Income	17	1,63,46,589	2,10,82,836
<b>3 Total Revenue</b>		<b>21,70,87,949</b>	<b>36,48,05,359</b>
<b>Expenses</b>			25,62,69,691
Purchase of Stock in Trade	18	10,14,61,353	-
Purchases of Shares	19	2,87,12,604	5,56,14,127
Employee Benefits expense	20	35,32,697	2,00,78,268
Finance Costs(Net)	20	4,18,98,515	5,39,50,190
Depreciation	21	8,75,88,989	9,42,78,974
Other Expenses			
<b>4 Total Expenses</b>		<b>26,31,94,157</b>	<b>48,01,91,251</b>
<b>5 Profit before tax</b>		<b>(4,61,06,208)</b>	<b>(11,53,85,891)</b>
<b>6 Provision for Tax</b>			
Current		(1,72,749)	(68,52,907)
Short/Excess Provision		(22,97,928)	(68,52,907)
Deferred		(24,70,677)	
<b>7 Profit for the period</b>		<b>(4,85,76,865)</b>	<b>(12,22,38,798)</b>
<b>8 Earnings Per Share</b>			
Basic & Dilluted	22	-6.94	-17.46

Significant Accounting Policies  
 Notes on Financial Statements

1  
 2 to 28

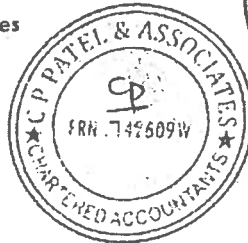
As per our separate report of even date

For, C P Patel & Associates  
 Chartered Accountants  
 F.R.N. 142609W

*C.P. Patel*

Chirag Patel  
 Proprietor  
 Membership No. 128407  
 UDIN :21128407AAAAAE8002

Date : 23-12-2020  
 Place: Mumbai



For and on behalf of the Board  
*[Signature]*  
 Shri Kamal Agarwal  
 Chairman & Managing Director  
 DIN No. 1252090

*[Signature]*  
 H.E. Captain Ammeet K Agarwal  
 Director  
 DIN : 05293676

Date : 23-12-2020  
 Place: Mumbai

supreme Transport Organisation Private Limited  
 CIN : U60230MH2008PTC216143  
 Cash Flow Statement for the year ended on 31st March, 2020

Particulars	For the Year Ended 31st March, 2020		For the Year Ended 31st March, 2019	
<b>A. Cash Flow from Operating Activities</b>				
Net Profit Before Taxation and extra ordinary Items		(4,61,06,208)		(11,53,85,891)
<u>Adjustment for Non Operating &amp; Non Cash Items:</u>				
- Depreciation & Amortisation	4,13,98,515		53,25,190.47	
- Amount Written Off			-	
- Profit on Sale of Assets	(1,26,55,583)		(2,06,05,300)	
- Dividend Income			-	
- Profit on Sale of Mutual Funds			-	
- Bad Debt Written Off			-	
- Long Term Provision			-	
- Short/Excess Provision			-	
- Finance Cost	35,32,697	3,27,75,629	2,00,78,268	5,34,23,152
Operating Profit before working capital changes		<u>(1,33,30,579)</u>		<u>(6,19,62,733)</u>
<b>Changes in working capital</b>				
<b>Adjustment for Increase / Decrease In Operating Assets</b>				
- Inventories	0		-	
- Trade Receivable	5,72,19,990		20,35,96,809	
- Long Term Loans & Advances	-		-	
- Short Term Loans & Advances	4,14,53,671		(5,06,10,005)	
- Other Current Assets	-		5,00,717	
	<u>9,86,73,661</u>		<u>15,34,87,521</u>	
<b>Adjustment for Increase / Decrease In Operating Liabilities</b>				
- Trade Payable	(4,98,40,411)		74,95,548	
- Other Current Liabilities	1,23,18,788		12,28,14,622	
- Other Short Term Provisions	-		-	
- Short Term Borrowings	(3,23,24,353)		(13,20,92,811)	
	<u>(6,98,45,976)</u>	<u>2,88,27,685</u>	<u>(17,82,641)</u>	<u>15,17,04,881</u>
Cash Flow from Extra Ordinary Items				
Cash Generated from Operations		<u>1,54,97,106</u>		<u>8,97,42,147</u>
Net Taxes Paid		(24,70,677)		(68,52,907)
<b>Net Cash Flow from / (used In) Operating Activities (A)</b>		<u>1,30,26,429</u>		<u>8,28,89,240</u>
<b>B. Cash Flow from Investing Activities</b>				
- Expenditure of Fixed Assets(Net) & Capital WIP	(80,372)		(3,15,22,366)	
- Capital Work In Progress	-		3,02,08,795	
- Dividend Income			-	
- Proceeds on sale of Investments			-	
- Long Term loans & advances	(28,33,187)		(28,61,259)	
- Current Investments			-	
- Cashflow from Disposal of asset	1,47,74,985		5,30,92,567	
- Non Current Investment			-	
<b>Net Cash Flow from / (used In) Investing Activities (B)</b>		<u>1,18,61,426</u>		<u>4,89,17,737</u>

Supreme Transport Organisation Private Limited  
 CIN : U60230MH2008PTC216143  
 Cash Flow Statement for the year ended on 31st March, 2020

Particulars	For the Year Ended 31st March, 2020	For the Year Ended 31st March, 2019
<b>C. Cash Flow from Financing Activities</b>		
- Amount Paid on Buy-back of Shares (Incl. Taxes thereon)		
- Proceeds of Long Term Borrowings	(2,06,85,749)	(12,88,29,744)
- Proceeds of Short Term Borrowings		
- Proceeds of Long Term Provisions	22,97,928	68,52,908
- Tax on Dividend		
- Finance Cost	(35,32,697)	(2,00,78,268)
- Dividend Paid		
<b>Net Cash Flow from / (used In) Financing Activities (C)</b>	<b>(2,19,20,518)</b>	<b>(14,20,55,104)</b>
<b>Net Increase / (Decrease) in Cash &amp; Cash Equivalents (A+B+C)</b>	<b>29,67,336</b>	<b>(1,02,48,127)</b>
Cash & Cash Equivalent at the beginning of the Year	17,58,545	1,20,06,673
<b>Cash &amp; Cash Equivalent at the end of the Year</b>	<b>47,25,883</b>	<b>17,58,545</b>
<b>Components of Cash &amp; Cash Equivalents:</b>		
Cash on Hand	18,43,360	14,994
With Bank	28,82,523	17,43,551
<b>Total Cash &amp; Bank Balances</b>	<b>47,25,883</b>	<b>17,58,545</b>

**Notes:**

- (i) The Cash Flow Statement reflects the combined cash flows pertaining to continuing and discounting operations.  
 (ii) These earmarked account balances with banks can be utilised only for the specific identified purposes.

As per our separate report of even date

For, C P Patel & Associates  
 Chartered Accountants  
 F.R.N.142609W

*Cpatel*

Chirag Patel  
 Proprietor  
 Membership No. 128407  
 UDIN : 21128407AAAAAE8002

Date : 23-12-2020  
 Place: Mumbai



For and on behalf of the Board

Shri Kamal Agarwal  
 Chairman & Managing Director  
 DIN No. 1252090

Ammeet K Agarwal  
 Director  
 DIN : 05293676

Date : 23-12-2020  
 Place: Mumbai



Particulars			As at	As at
			31st March 2020	31st March 2019
	Number of Shares (C.Y)	Number of Shares (P.Y)		
<b>Note 2: Share capital</b>				
(a) Authorised share capital Equity shares of ₹ 10/- each	2,00,00,000	2,00,00,000	20,00,00,000	20,00,00,000
(b) Issued Equity shares of ₹ 10/- each	70,00,000	70,00,000	7,00,00,000	7,00,00,000
(c) Subscribed & fully paid up Equity shares of ₹ 10/- each	70,00,000	70,00,000	7,00,00,000	7,00,00,000
		<b>Total</b>	<b>7,00,00,000</b>	<b>7,00,00,000</b>
		<b>Total</b>	<b>7,00,00,000</b>	<b>7,00,00,000</b>

Notes:

(i) Details of shares held by each shareholder holding more than 5% shares:

Name of Shareholders	No. of Shares (C.Y)	% holding in that class of shares	No. of Shares (P.Y)	% holding in that class of shares
Kamal Agarwal	36,40,000	52%	36,40,000	52%
Vimal Agarwal	8,40,000	12%	8,40,000	12%
Grish Agarwal	8,40,000	12%	8,40,000	12%
Holding under Prejudice	8,40,000	12%	8,40,000	12%
Holding under Prejudice	8,40,000	12%	8,40,000	12%

(ii) The Reconciliation of the number of shares outstanding at the beginning and at the end of the reporting period.

Particulars	As at 31st March, 2020		As at 31st March, 2019	
	No. of Shares (C.Y)	Amount (Rs)	No. of Shares (P.Y)	Amount (Rs)
Equity Shares at the beginning of the year	70,00,000	7,00,00,000	70,00,000	7,00,00,000
Shares Extinguished pursuant to Buy-back (Refer Note-32)	-	-	-	-
Shares issued pursuant to Bonus Issue @ 1:2	-	-	-	-
Equity Shares at the end of the year	70,00,000	7,00,00,000	70,00,000	7,00,00,000

**Note 3: Reserves & surplus**

**Surplus**

Balance in Profit & Loss Account

Add: Net Profit for the year

3,16,20,532

15,38,59,330

(4,85,76,885)

(12,22,38,798)

(1,69,56,353)

3,16,20,532

**Total** (1,69,56,353) 3,16,20,532

**Note 4: Long-term borrowings**

**A- Secured**

**From Banks**

Kotak Mahindra Bank - 0681DL010000023

42,13,288

42,13,288

Kotak Mahindra Bank - 0681DL010000024

79,22,030

79,22,030

Kotak Mahindra Bank - 0681DL0110000017

3,40,45,099

3,40,45,099

Axis Bank Term Loan - 917060029132404

10,50,50,000

10,71,21,595

15,12,30,417

15,33,02,012

(Note 1 : All above mentioned Commercial loans are secured by mortgage of movable & immovable properties registered in the name of company)

**From Other than Bank**

**Secured Loans**

1,27,05,211

2,58,66,559

1,27,05,211

2,58,66,559

(Note 2 : These loans are secured by mortgage of commercial vehicles registered in the name of company)

**A- Unsecured**

**From Directors**

4,49,272

9,02,578

**From Companies**

58,61,159

1,08,60,659

63,10,431

1,17,63,237

**Total** 17,02,46,059 19,09,31,808

Particulars	As at 31st March 2020	As at 31st March 2019
<b>Note 5: Short-term borrowings</b>		
<b>Secured</b>		
<b>Cash Credit</b>		
From Kotak Mahindra Bank Ltd.- Cash Credit - 02072980000064	(1,77,73,503)	1,25,96,830
BUSINESS LOAN i 4948797	-	19,54,020
Other Loans & Advances	-	-
<b>Total</b>	<b>(1,77,73,503)</b>	<b>1,45,50,850</b>
<b>Note 6: Trades payables</b>		
Trade payables - For goods	5,18,74,067	10,17,14,478
<b>Total</b>	<b>5,18,74,067</b>	<b>10,17,14,478</b>
<b>Note 7: Other current liabilities</b>		
<b>Other Payable</b>		
(i) Advance from customers	16,45,79,339	12,11,21,533
(ii) Other Liabilities	9,83,82,794	5,31,31,812
<b>Total</b>	<b>26,29,62,133</b>	<b>25,06,43,345</b>
<b>Note 8: Short-term provisions</b>		
Provision for Taxation	2,18,70,804	2,18,70,804
<b>Total</b>	<b>2,18,70,804</b>	<b>2,18,70,804</b>
<b>Note 10: Non-current Investments</b>		
<b>(a) Quoted Investments</b>		
<b>(b) Unquoted Investments</b>		
<b>1) Equity Instruments</b>		
The Kalapur Commercial Co. Op. Bank Ltd.	9,330	9,330
Vardhman Enterprises Ltd.	3,500	3,500
<b>2) Property</b>		
Kalplaru Pinnacle No. 143	3,84,91,500	3,84,91,500
Kalplaru Pinnacle No. 153	3,84,91,500	3,84,91,500
Kalplaru Pinnacle No. 233	3,84,91,500	3,84,91,500
<b>Total</b>	<b>11,54,87,330</b>	<b>11,54,87,330</b>
<b>Note 11: Long-term loans &amp; advances</b>		
(a) Security Deposit	2,76,69,041	2,48,35,854
<b>Total</b>	<b>2,76,69,041</b>	<b>2,48,35,854</b>
<b>Note 12: Trade receivables</b>		
(Unsecured Considered Good)		
Outstanding over six months	6,38,28,999	12,10,48,989
Others	-	-
<b>Total</b>	<b>6,38,28,999</b>	<b>12,10,48,989</b>

Particulars	As at 31st March 2020	As at 31st March 2019
<b>Note 13: Cash and cash equivalents</b>		
(a) Cash On Hand	18,43,360	14,774,00
(b) Balance With Schedule Banks		
(i) In Current A/c	19,63,381	7,01,409
(ii) In Fixed Deposit A/c	9,19,142	8,42,143
<b>Total</b>	<b>47,25,883</b>	<b>17,58,545</b>
<b>Note 14: Short-term loans &amp; advances</b>		
(a) Loans and Advances		
Advances receivable in cash or in kind for the value to be received-Considered Good	4,26,74,374	8,02,38,544
(b) Prepaid Expenses		
(c) Balance with Government Authorities	6,65,26,169	7,04,15,679
<b>Total</b>	<b>10,92,00,543</b>	<b>15,06,54,214</b>
<b>Note 15: Other current assets</b>		
(a) Accruals		
(i) Interest receivable		
<b>Total</b>	<b>-</b>	<b>-</b>
<b>Note 16: Revenue from Operations</b>		
Sale of Services : Aviation Division		
Aviation Passenger Services	-	1,32,53,600
Airport Development & Consultancy	6,63,88,327	1,18,22,034
Other - Operating Subsidiy	-	2,71,75,228
	6,63,88,327	5,22,51,861
Sale of Services : Transport Division		
Goods Transport Services	13,43,53,033	29,14,70,662
	13,43,53,033	29,14,70,662
<b>Total</b>	<b>20,07,41,360</b>	<b>34,37,22,523</b>
<b>Note 17: Other Income</b>		
FDR Interest	1,01,374	1,98,057
Godown Rent	1,97,867	2,02,276
Interest on BG	1,17,993	-
Reimbursement of Expenses (Supreme Airlines)	21,00,000	-
Insurance Refund	1,56,784	-
Other Income	10,17,049	77,203
Profit on sale of vehicle (Net)	1,26,55,583	94,80,981
Profit on sale of Property	-	1,11,24,419
<b>Total</b>	<b>1,63,46,589</b>	<b>2,10,82,836</b>
<b>Note 18: Purchase of Stock in Trade</b>		
<b>Transport Division</b>		
Lorry Hire & Labour Charges	9,15,25,229	11,76,01,849
Petrol & Diesel Expense	26,24,109	8,54,78,739
Loading & Unloading Charges	21,450	11,000
Door Delivery Charges	6,800	4,28,289
Detention Charges	2,70,609	3,99,370
	9,44,48,196	20,39,19,248
<b>Aviation Division</b>		
Aviation Turbine Fuel (ATF)		99,96,014
Custom Duty	2,85,505	
Freight, Customs, Clearing & Forwarding	1,24,268	15,98,295
Counter & Vehicle Rent	3,45,933	38,72,018
Equipments & Spare parts	27,67,550	2,02,68,752
DGCA & AAI Expenses	1,64,800	80,892
Airport Consultancy & Development	-	1,97,985
Aircraft Maintenance	33,01,100	53,55,607
Pilot & Crew Training Expense	24,000	2,13,500
Airport Development Labour Charges	-	1,17,67,380
	70,13,156	5,23,50,443
<b>Total</b>	<b>10,14,61,353</b>	<b>25,62,69,691</b>
<b>Note 19: Employee benefits expenses</b>		
Salaries, wages and bonus	1,72,30,242	3,22,02,002
Contribution to P.F.	1,68,082	2,23,142
ESIC Expenses	28,193	48,932
Service & Retainership	1,05,66,087	1,47,40,051
Director's Remuneration, Bonus, rent & Commission	7,20,000	84,00,000
<b>Total</b>	<b>2,87,12,604</b>	<b>5,56,14,127</b>

Balance sheet 19-20

Particulars	As at 31st March 2020	As at 31st March 2019
<b>Note 20: Finance cost</b>		
Bank Charges		
Interest on Cash Credit	2,11,458	4,26,090
Interest on Secured Term Loans		
Interest On Service Tax		1,25,57,776
Overdue Interest & Charges on Loans		
Penal Interest & Charges		3,30,228
Interest on GST	13,75,850	4,17,783
Interest On TDS Delays		62,660
Interest on Unsecured Loans	1,178	45,898
Interest on Vehicle Loans		
	12,44,241	51,68,474
<b>Total</b>	<b>35,32,677</b>	<b>2,00,78,268</b>

Particulars	As at 31st March 2020	As at 31st March 2019
<b>Note 21: Other expenses</b>		
Advertisement Expenses		32,000
Accident Expense		25,646
Audit Fees	550	2,70,000
Brokerage & Commission Expenses	2,70,500	2,70,000
Business Promotion	1,10,774	6,67,270
Bad Debts	4,12,050	
Claim Expenses	4,97,20,092	75,65,053
Conveyance & Motor Car Expenses	3,621	33,334
GST Penalty	6,37,816	70,44,256
Divul Expense		1,02,406
Party Entertainment Expenses	42,280	93,765
Computer Expense	48,700	39,330
Donation Expenses	47,172	1,60,496
Digital Signature Expense	2,03,526	6,69,152
Electricity Expenses		6,750
Generator Expense	13,85,457	22,33,244
General Charges		4,99,478
GST Late filing fee	9,27,192	18,37,100
VAT - Late filing fee		83,230
CST - Late filing fee		5,000
Prior Period Expense	1,56,503	1,40,100
IGST		7,69,659
Insurance Expenses	40,74,242	78,44,059
GST Labour Cess	1,10,093	
Processing fee		1,39,425
Packing Charges		11,518
Permit Charges		12,10,246
Service Tax	1,39,864	
Legal & Professional Fees	12,30,591	33,35,755
Lodging & Boarding	8,73,093	6,51,138
Membership & Subscription	2,596	
Medical Expense	39,147	4,54,337
Motor Car Expense	2,10,457	70,473
Office & Godown Rent	38,61,744	83,33,210
Office Expenses	30,71,161	33,22,427
Parking Charges	7,56,426	20,31,904
Postage & Courier Expenses	1,21,869	2,88,827
Printing & Stationery Expenses	1,99,404	9,53,762
Other Taxes	36,72,190	73,22,832
Repair & Maintenance Expenses	69,20,803	2,36,80,853
ROC Expenses	14,200	14,230
Staff Welfare Expenses	14,06,682	34,08,684
Security Charges	3,44,725	4,64,554
Society Charges	84,962	1,14,086
Telephone, Internet & Mobile Expenses	12,71,862	24,85,206
Tender Fees	85,710	1,56,786
Way Expense	16,834	
Travelling Expenses	51,14,631	1,04,89,852
<b>Total</b>	<b>8,75,88,989</b>	<b>9,42,78,974</b>

Payment to Auditor	2,70,000	2,70,000
Audit Fee	1,05,000	1,05,000
Professional Fee		

**Note 22: Earnings Per Share (EPS)**

**Basic & Diluted EPS**

Net Profit after tax as per statement of Profit and Loss attributable to Equity Shareholders	(4,85,76,885)	(12,22,38,798)
Weighted Average number of equity shares used as denominator for calculating EPS	70,00,000	70,00,000
	(7)	(17.44)

**Adjusted EPS**

Net Profit after tax as per statement of Profit and Loss attributable to Equity Shareholders	(4,85,76,885)	(12,22,38,798)
Weighted Average number of equity shares used as denominator for calculating EPS	70,00,000	70,00,000
	(7)	(17.44)
	10	10

Face value per equity share

Note 9: Fixed Assets  
 (In Lakhs Rupees)

Particulars	Rate	Gross Block			Net Book Value			Amount (₹)		
		Opening Balance As on 01/04/2019	Additions	Deletions	Closing Balance as on 31/03/2020	Opening Balance As on 01/04/2019	for the period	Deflation	Closing Balance as on 31/03/2020	Closing Balance as on 31/03/2019
Trailer		48,817			48,817					48,817
Plot No 3 at Malegaon	0%	1,10,164			1,10,164					1,10,164
Plot No 2 at Pall	0%	59,055			59,055					59,055
Plot No 3 at Padi	0%	1,95,160			1,95,160					1,95,160
Plot at Sonapur	0%	1,15,500			1,15,500					1,15,500
Plot No 41 & 42 AT	0%	1,74,200			1,74,200					1,74,200
Plot at Jajal Baholara	0%	9,32,861			9,32,861					9,32,861
Plot at Panvel	0%	3,19,36,600			3,19,36,600					3,19,36,600
Plot at Shirpur	0%	2,12,165			2,12,165					2,12,165
Plot at Baholara	0%	1,27,500			1,27,500					1,27,500
Plot at datti	0%	2,05,278			2,05,278					2,05,278
Plot at Jaipur	0%	37,000			37,000					37,000
Plot at Kalambooli	0%	3,49,300			3,49,300					3,49,300
Plot No 91 at Pipalaj	0%	26,53,120			26,53,120					26,53,120
Plot No 98 at Pipalaj	0%	26,53,120			26,53,120					26,53,120
Plot at Chennai	0%	14,48,790			14,48,790					14,48,790
Plot at Thakki Ahmednabad	0%	2,66,480			2,66,480					2,66,480
Plot at Bangalore	0%	56,04,041			56,04,041					56,04,041
Vehicle		72,00,000			72,00,000					72,00,000
Trailer MH46F 2459	31.25%	18,43,139			18,43,139	1,42,956			15,28,386	15,28,386
Trailer HRS5P 9028	31.25%	14,91,811			14,91,811	1,15,691			12,27,255	12,27,255
Trailer HRS5P 9030	31.25%	15,57,907			15,57,907	1,20,816			12,97,364	12,97,364
Container 40 Feet	31.25%	3,25,000			3,25,000	3,243			9,21,315	9,21,315
Tractor D401M 7899	31.25%	9,47,403			9,47,403	6,072			9,29,222	9,29,222
Trailer G12AU 7899	31.25%	24,15,865			24,15,865	29,103			23,22,676	23,22,676
Trailer G12AU 8499	31.25%	23,34,216			23,34,216	28,119			22,44,176	22,44,176
Tractor Ace	31.25%	24,15,865			24,15,865	29,103			23,22,676	23,22,676
Trailer MH06AQ 6002	31.25%	3,19,855			3,19,855	3,12,291			3,12,291	3,12,291
Trailer MH06AQ 6003	31.25%	18,79,899			18,79,899	18,35,446			18,35,446	18,35,446
Trailer MH06AQ 6004	31.25%	18,79,899			18,79,899	18,35,446			18,35,446	18,35,446
Trailer MH06AQ 6005	31.25%	21,67,432			21,67,432	21,16,179			21,16,179	21,16,179
Trailer MH06AQ 6007	31.25%	21,67,431			21,67,431	21,16,179			21,16,179	21,16,179
Trailer MH06AQ 6008	31.25%	18,86,249			18,86,249	18,006			18,006	18,006
Trailer MH06AQ 6009	31.25%	18,86,249			18,86,249	16,053			16,053	16,053
Trailer MH06AQ 6010	31.25%	18,86,249			18,86,249	13,920			13,920	13,920
Trailer MH06AQ 6011	31.25%	18,86,249			18,86,249	13,920			13,920	13,920
Trailer MH06AQ 6012	31.25%	18,86,249			18,86,249	13,920			13,920	13,920
Trailer MH06AQ 6014	31.25%	18,86,249			18,86,249	16,053			16,053	16,053
Trailer MH06AQ 6015	31.25%	21,73,782			21,73,782	16,053			16,053	16,053
Trolley No 1 (40 feet)	31.25%	2,90,000			2,90,000	2,12,380			2,12,380	2,12,380
Trolley No 2 (40 feet)	31.25%	2,90,000			2,90,000	2,12,382			2,12,382	2,12,382
Trolley DDC	31.25%	2,90,000			2,90,000	2,83,142			2,83,142	2,83,142
Trailer MH46H 555	31.25%	8,20,000			8,20,000	2,83,142			2,83,142	2,83,142
Trailer MH46H 567	31.25%	21,97,511			21,97,511	6,056			6,056	6,056
Trailer MH46H 566	31.25%	21,67,511			21,67,511	14,278			14,278	14,278
Trailer MH46H 678	31.25%	24,69,825			24,69,825	21,16,257			21,16,257	21,16,257
Trailer MH46H 777	31.25%	24,39,825			24,39,825	18,239			18,239	18,239
Trailer MH46H 786	31.25%	24,69,825			24,69,825	24,11,422			24,11,422	24,11,422
Trailer MH46H 888	31.25%	24,55,043			24,55,043	23,82,132			23,82,132	23,82,132
Trailer MH46H 999	31.25%	21,97,511			21,97,511	18,018			18,018	18,018
Trailer MH46H 2000	31.25%	21,67,511			21,67,511	18,239			18,239	18,239
Trailer MH46H 3000	31.25%	22,01,919			22,01,919	33,97,350			33,97,350	33,97,350
		22,15,886			22,15,886	21,45,547			21,45,547	21,45,547
						22,01,919			22,01,919	22,01,919
						21,49,851			21,49,851	21,49,851
						21,63,488			21,63,488	21,63,488
						14,278			14,278	14,278
						21,16,257			21,16,257	21,16,257
						18,239			18,239	18,239
						24,11,422			24,11,422	24,11,422
						23,82,132			23,82,132	23,82,132
						18,018			18,018	18,018
						33,97,350			33,97,350	33,97,350
						21,45,547			21,45,547	21,45,547
						22,01,919			22,01,919	22,01,919
						21,49,851			21,49,851	21,49,851
						21,63,488			21,63,488	21,63,488



Godown at Ulhasnagar	63.16%	19,46,980	19,46,980	17,11,569	1,48,486	18,40,264	56,726	2,35,411
Godown at Pakli Ahmedabad	63.16%	6,50,000	6,50,000	5,67,057	52,387	6,19,444	30,556	82,943
Furniture & Fixture	25.89%	9,49,935	9,49,935	8,08,106	36,720	8,44,825	1,05,110	1,41,829
Electrical Instrument	25.89%	1,29,881	1,29,881	90,316	10,243	1,00,560	29,321	39,565
CCTV Camera	25.89%	13,43,473	13,43,473	9,66,915	97,491	10,64,406	2,79,067	3,76,558
Generator & Inverter	25.89%	60,598	60,598	57,823	719	58,541	2,057	2,775
Office & Electrical	25.89%	1,56,884	1,56,884	57,918	33,149	91,067	1,05,817	98,966
Telephone Instrument		40,000						
Office Equipments	45.07%	8,53,652	8,53,652	6,85,030	75,998	7,61,028	92,624	1,68,622
Air Conditioner								
2010 Cesna Grand Caravan C208B #VT-SAI	13.91%	16,03,35,885	16,03,35,885	4,32,09,485	1,62,92,282	5,95,01,767	10,38,34,118	11,71,26,400
2014 Cesna Grand Caravan C208B #VT-UJN	13.91%	18,37,28,990	18,37,28,990	4,75,58,468	1,89,41,320	6,64,99,797	11,72,29,202	13,61,70,522
Motor Vehicles								
Motor Car	31.23%	1,04,85,610	1,04,85,610	74,31,691	9,53,739	83,85,430	21,50,180	30,53,919
Motor Cycles & Scooter	25.89%	16,12,746	16,12,746	11,36,417	1,23,322	12,59,738	3,53,068	4,76,329
Computers								
Computer Peripherals	63.16%	24,86,468	24,86,468	24,52,123	45,671	24,97,794	29,066	34,365
Total		50,64,54,187	50,64,54,187	25,84,67,077	4,18,98,515	27,91,92,572	28,40,49,544	32,79,87,110
Previous Year		66,07,63,776	66,07,63,776	27,78,61,575	5,39,50,190	31,81,05,169	32,79,87,110	38,29,02,201



# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001, 2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461  
Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059  
Tel +91 22 4238 3904 05 06 07 Fax +91 22 42383945  
Email mumbai@stoptl.in Website www.stoptl.in

03<sup>rd</sup> September, 2020

To,

C P Patel & Associates,  
Chartered Accountants,  
A-702,JVM Olive,Bhayanderpada,  
Near Lodha Splendor. Thane west -400615.

Dear Sir,

Re: Audit for the year ended 31<sup>st</sup> March 2020

This representation letter is provided in connection with your audit of the financial statements of M/s SUPREME TRANSPORT ORGANISATION PVT LTD for the year ended 31<sup>st</sup> March 2020 for the purpose of expressing an opinion as to whether the financial statements give a true and fair view of the financial position of SUPREME TRANSPORT ORGANISATION PVT LTD as of 31<sup>st</sup> March 2020 and of the results of operations for the year then ended.

We acknowledged our responsibility for preparation of financial statements in accordance with the requirements of the Companies Act, 2013 and recognized accounting policies and practices, including the Accounting Standards issued by the Institute of Chartered Accountants of India wherever applicable.

We confirm, to the best of our knowledge and belief, the following representations or other relevant statue.

## **ACCOUNTING POLICIES**

1. The financial statements have been prepared under the Historical Cost Convention on the basis of a going concern and in accordance with the Accounting Standards notified under The Companies Act' 2013 / The Institute of Chartered Accountants of India, wherever applicable.
2. The accounting policies which are material or critical in determining the results of operations for the year or financial position are set out in the financial statements and are consistent with those adopted in the financial statements for the previous year. The financial statements are prepared on accrual basis unless otherwise stated.

### ASSETS

3. The Company has a satisfactory title to all assets and there are no liens or encumbrances on the Company's assets, except for those that are disclosed in Notes on Accounts to the financial statements.

### FIXED ASSETS

4. The net book values at which fixed assets are stated in the balance sheet are arrived at:
- after taking into account all capital expenditure on additions thereto, but no expenditure properly chargeable to revenue;
  - after eliminating the cost and accumulated depreciation relating to items sold, discarded, demolished or destroyed;
  - After providing adequate depreciation on fixed assets during the period.
  - Depreciation on fixed assets is provided on the Written Down Value method at the rates prescribed in the Schedule II of the Companies Act 2013 on a pro rata basis for assets purchased/sold.
  - None of the fixed assets have been revalued during the year.
  - Physical verification is carried out based on a phased program of verifying all the assets over a period of three years.
  - We have physically verified the fixed assets of the company during the year and no material discrepancies have been found on such verification.
  - The details of additions to Fixed Assets and the date on which the same were put to use is detailed as below :

Sl No	Assets Details	Value of Assets (Rs.)	Date of Purchase / Put to use
1	Computer Peripheral	40372	23th April, 2019
2	Mobile	40000	10th July, 2019

- i) Also company had sold 15 Vehicles having WDV of 2,32,92,422/- for Rs 3,59,48,005/- resulting in net gain of Rs. 1,26,55,583/-.

### CAPITAL COMMITMENTS

5. At the balance sheet date, there were no outstanding commitments for capital expenditure

## INVESTMENTS

6. The investments shown in the balance sheet are 'long-term investments' & 'Current Investments'
7. Long-term investments have been valued at cost, except that any permanent diminution in their carrying amount.
8. All the investment produced to you for physical verification belongs to the company and they do not include any investment held on behalf of other person.
9. The entity has clear title to all its investments including such investments which are in the process of being registered in the name of the entity or which are not held in the name of the company and there are no charges against the investment of the company.

## INVENTORIES

10. The company does not carry any inventory.

## DEBTORS, LOANS AND ADVANCES

11. The items appearing in the books as a recoverable debtors, Loans and Advances are written off bad debts to the tune of Rs 1,27,22,621/- are written off bad debts to the tune of Rs 4,70,000/-.
12. In the opinion of the Board of Directors, investments have a value on realization in the ordinary course of the company's business which is not different from amount at which stated in the Balance Sheet.
13. The company has recognized an amount to the tune of Rs 54,738,644/- consisting of following: -
  - a. Rent receivable from following for unauthorized usage of Company properties by them: -

Name
Mr. Ravindra Agarwal
Mr. Anand Agarwal

The company has handed over the properties to Kotak Mahindra Bank and the flats stand vacated out of which 2 are already sold.

- b. Unauthorized transfer from company's

Name
Mr. Satish Agarwal
Mr. Anand Agarwal
Mr. Arun Agarwal

- a. Unauthorized withdrawal from company's

Name
Mr. Ravindra Agarwal
Mr. Anand Agarwal
Mr. Satish Agarwal
Mr. Arun Agarwal

March 2020 are considered good and fully recoverable. However, proceedings against some debtors are pending at NCLT. Moreover, the company has recognized an amount of Rs 4,70,000/-.

The investments other than Fixed assets and Non-current investments are in the ordinary course of the company's business which is not different from amount at which stated in the Balance Sheet.

The amount of Rs 54,738,644/- consisting of following: -

Amount of Rent Receivable
Rs 3,600,000
Rs 3,600,000

The properties are to Kotak Mahindra Bank and the flats stand vacated out of which 2 are already sold.

Unauthorized transfer from company's account directly to their account by following: -

Amount (Rs.)
Rs. 7,123,731
Rs. 14,123,731
Rs. 7,123,731

Unauthorized withdrawal from company's account directly to their account by following: -

Amount (Rs.)
Rs. 14,163,417
Rs. 1,145,203
Rs. 1,282,105
Rs. 2,576,726

- h. Mr. Sarish Agarwal, Mr. Anand Agarwal, Mr. Ravindra Agarwal and Mr. Arun Agarwal for its unauthorized withdrawal. The legal proceedings are initiated and are pending at appropriate forums.

#### **LIABILITIES**

- c. We have recorded all known liabilities in the financial statements.
- d. No guarantees have been to third parties.
- e. Contingent liabilities disclosed in the notes to the financial statements do not include any contingencies which are likely to result in a loss and which, therefore, require adjustment of assets or liabilities
- f. A liability is classified as current when it satisfies the following criteria:
  - a. It is expected to be settled in the company's normal operating cycle.
  - b. It is held primarily for the purpose of being traded
  - c. It is due to be settled within 12 months after the reporting date; or
  - d. The company does not have an unconditional right to defer the settlement of liability for more than 12 months after the reporting date

Current liabilities include current portion of non-current financial liabilities

- g. In the opinion of the management, and to the extent of information available from the Company's records there are no amounts payable to the small-scale industries as at 31st March 2020.
- h. The company has given 3 properties for auction to Kotak Mahindra bank on which there are term loans outstanding from Kotak Mahindra Bank. The same will be paid off on sale of these fixed assets or on receipt from customers. However, Kotak Mahindra Bank has sold off the two properties namely flat no 143 and Flat No 223 without proper procedures. The company has defaulted on loans for HDFC Bank, Tata Motors Finance Limited, Indus Ind Bank The company plans to regularize the loans on recovery of dues from customers.

#### **PROVISIONS FOR CLAIMS AND LOSSES**

- i. Claims of whatsoever nature are accounted for on cash basis.
- j. There have been no events subsequent to the balance sheet date which require adjustment of, or disclosure in, the financial statements or notes thereto

#### **STATEMENT OF PROFIT AND LOSS**

- k. Except as disclosed in the financial statements, the results for the year were not materially affected by:
  - i. transactions of a nature not usually undertaken by the company;
  - ii. circumstances of an exceptional or non-recurring nature;
  - iii. charges or credits relating to prior years;
  - iv. changes in accounting policies.

#### **GENERAL**

- l. There have been no irregularities involving management or employees who have a significant role in the system of internal control that could have a material effect on the financial statements.
- m. The financial statements are free of material misstatements, including omissions.

- ii. The company has complied with all aspects of contractual agreements that could have a material effect on the financial statements in the event of non-compliance. There has been no non-compliance with requirements of regulatory authorities that could have a material effect on the financial statements in the event of non-compliance.
- o. We have complied with all the relevant provisions of statute as applicable to us and our records and minutes in this respect are up-to-date and are open for inspection in the course of your audit.
- p. On the basis of written representations received from the directors as on March 31, 2020, and taken on record by the Board of Directors, none of the directors is disqualified as on March 31, 2020, from being appointed as a director in terms of Section 164(2) of the Act.
- q. We have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities reflected in the financial statements.
- r. No personal expenses of employees and directors have been charged to the revenue account, other than those payable under contractual obligation or in accordance with generally accepted business practices.
- s. The company has granted and taken unsecured loans to and from companies covered in the register maintained under section 189 of the Companies Act, 2013 in compliance with the provisions of section 188 of the companies act, 2013. However, the company has given temporary given loan to director to the tune of Rs 19,30,000/- in contravention to section 185 for exigency purpose.
- t. Details of contracts or arrangements that need to be entered in the register maintained under section 109 of the Companies Act, 2013 have been so entered.
- u. The company does not have a formal Internal Audit System.
- v. None of the directors are disqualified under section 164 of the Companies Act, 2013.
- w. The related parties as per Accounting Standard – 18 of Related parties are as given below:

**Related Parties:**

**a) Key Management Personnel**

Sr. No.	Name of the person	Relationship
1	Kamal Agarwal	Director
2	Ammeet Agarwal	Director
3	Akkash Agarwal	Director
4	Vimal Agarwal	Director
5	Girish Agarwal	Director

**b) Relatives Key Management Personnel**

Sr. No.	Name of the person	Relationship
1	Sangeeta Agarwal	Wife of Director
2	Samiksha Agarwal	Wife of Director
3	Nupur Agarwal	Wife of Director
4	Pinky Agarwal	Sister of Director

The company has complied with provisions of section 188 in respect of transactions with related parties.

Details transactions with related parties are disclosed in Note No. 28 to the Financial Statements.

All the related parties transactions are entered in the ordinary course of business at arm's length basis.

- x. The company has not accepted any deposits from public during the year.
- y. The Company has been regular in depositing undisputed statutory dues, including Income-tax and any other material statutory dues with the appropriate authorities during the period. There are no undisputed statutory demands outstanding as on balance sheet date for a period exceeding six months.
- z. The company has availed term loan in previous year for purchase of fixed assets.
- aa. There has been no fraud on or by the Company was noticed or reported during the period.
- bb. The cash balance in hand as on 31<sup>st</sup> March 2020 was Rs 18,43,360/-

**TAX AUDIT:**

- cc. All the loans or deposit or repayment thereof was made by account payee cheques or demand draft only.
- dd. We have complied with Income Tax provisions in respect of deduction of TDS.
- ee. All the payments in respect of any revenue item has been made in compliance with the provisions of Section 40(A)(3) of the Income Tax Act'1961.
- ff. Our Books of Accounts and Other Records are kept at our address as mentioned above.

We are enclosing herewith the financial statements duly approved by the Board of Directors for your report thereon.

Thanking you

Yours faithfully,

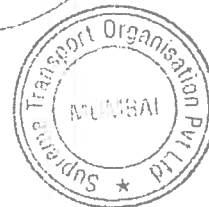
**For, Supreme Transport Organisation Private Limited.**



**Shri Kamal Agarwal**

**Chairman & Managing Director**

**(DIN: 1252090)**



## Note 1: Significant Accounting Policies

### 1.1 Basis of preparation of Financial Statements

#### (a) Basis of Accounting:

These financial statements have been prepared in accordance with the Indian Accounting Standards (hereinafter referred to as the 'Ind AS'), as notified by Ministry of Corporate Affairs pursuant to Section 133 of the Companies Act, 2013 ('Act') read with the Companies (Indian Accounting Standards) Rules, 2015 as amended and other relevant provisions of the Act. The financial statements have been prepared on a historical cost convention.

All assets and liabilities have been classified as current or non-current as per the Company's normal operating cycle (twelve months) and other criteria set out in the Schedule III to the Act.

The said estimates are based on the facts and events, that existed as at the reporting date, or that occurred after that date but provide additional evidence about conditions existing as at the reporting date.

#### (b) Use of Estimates:

The preparation of Financial Statements requires estimates and assumptions to be made that affect the reported amount of assets & liabilities on the date of Financial Statements and the reported amount of revenues & expenses during the related period. Difference between the actual results and estimates are recognized in the period in which the results are known/ materialized.

### 1.2 Fixed Assets

Fixed Assets are stated at Cost less Depreciation.

### 1.3 Depreciation

Depreciation has been provided on the Fixed Assets at the rate and mode specified by the Schedule - II to the Companies Act, 2013 on written down value method on pro-rata basis.

### 1.4. Impairment of Assets

Current Assets have a value on realization in the ordinary course of company's business, which is at least equal to the amount at which they are stated in the Balance sheet except as stated in the financial statements.

### 1.5 Inventories

#### a) Raw Materials:

The company is in the business of providing transportation services and is mainly divided into 2 segments:

- a. Transport Division - It does not have any raw material as it is a service industry
- b. Aviation Division - It does not have any raw material as it is a service industry

### 1.6 Investments

Investments are carried at cost. Provision for diminution in the value of investments is made only if such a decline is other than temporary in the opinion of the management.

### 1.7 Revenue Recognition

Revenue is recognized to the extent that it is probable that the economic benefits will flow to the company and can be reliably measure.

Interest income is recognized on a time proportion basis taking in to account the amount outstanding and applicable interest rate.

Receipts from subsidies are recorded on receipt basis

Dividend income on Investments is accounted for when the right to receive the payment is established.

### 1.8 Prior Period and Extra Ordinary Items

Items of Income and Expenditure pertaining to Prior Period as well as Extra Ordinary Items, where material, are disclosed separately.

### 1.9 Provision for Current and Deferred Tax

Current tax is determined as the amount of tax payable in respect of taxable income for the year.

Deferred tax is recognized, on timing difference, being the difference between taxable income and accounting income that originate in one period and are capable of reversal in one or more subsequent periods.

Where there is unabsorbed depreciation or carry forward losses, deferred tax assets are recognized if there is virtual certainty that sufficient future taxable income will be available against which such assets can be realized. Other deferred tax assets are recognized only to the extent there is reasonable certainty of realization in future. Such assets are reviewed at each Balance Sheet date on reassess realization.

Deferred tax assets and liabilities are measured using the tax rates and tax laws that have been enacted or substantively enacted by the balance-sheet date.

### 1.10 Foreign Currency Transactions

Transactions in foreign currency are initially recorded at exchange rate prevailing on the date of transaction. At each balance-sheet date monetary items denominated in foreign currency are translated at the exchange rate prevailing on the Balance Sheet date.

Any Income or Expense on account of exchange difference either on settlement or on translation is recognized in Statement of Profit and Loss.

### 1.11 Contingent Liabilities and Contingent Assets

Provision is recognized in the accounts when there is a present obligation as a result of past event(s) and it is probable that an outflow of resources will be required to settle the obligation and reliable estimate can be made. Provisions are not discounted to their present value and are determined based on the best estimate required to settle the obligation at the reporting date. These estimates are reviewed at each reporting date and adjusted to reflect the current best estimates. Contingent liabilities are disclosed unless the possibility of outflow of resources are remote. Contingent assets are neither recognized and nor disclosed in the financial statements.

### 1.12 Employee Benefits

The company has not provided or form any provision in the form of retirement benefit during the year. Retirement Benefits are provided to employee at the time of retirement. Short term employee benefits are recognized as an expense in the profit and loss account for the year in which the related service is rendered. Payment of Gratuity is made at the time of retirement of employee.

### 1.13 Cash Flow Statements

Cash Flow statements are reported using Indirect method, whereby net profit before tax is adjusted for the effect of transactions of a non cash nature, any deferral of accruals of past or future operating cash receipts or payments and Item of income or expense associated with investing or financing cash flows. The Cash flow from operating, investing and financing activities of the company are segregated.

### 1.14 Earnings Per Share

The Basic and Diluted Earnings Per Share ("EPS") is computed by dividing the net profit after tax for the year by weighted average number of equity shares outstanding during the year.

# Supreme Transport Organisation Pvt. Ltd.

CIN: U60230MH2008PTC216143

Notes forming part of Financial Statements for the year ended on 31/03/2020

## Note 23: Additional Disclosure

1. Freight Income are registered on accrual systems under bulk booking and on cash system under loose booking. All the direct and indirect expenses are accounted on accrual basis except telephone, mobile & electricity expenses which have been accounted on payment basis.
2. In the opinion of the management the current assets loans & advances and sundry debtors are approximately of the value stated if realized in the ordinary course of business. However, in respect of sundry debtors; dues to the tune of Rs 1,27,22,621/- are subject to litigation and cases are pending at NCLT.
3. Closing balance of sundry debtors, sundry creditors and deposit accounts are subject to confirmation and are taken as per books of accounts.
4. All the expenditure covered under section 40A (3) and section 40A(3A) read with rule 6DD which have not been verified due to non-availability /possession of necessary evidence by the company
5. The secured loan balances from IIFL, Shriram Transport Finance Company Limited, HDFC Bank and Indusind Bank are subject to balance confirmation from banks and are taken as per books of accounts. Kotak Mahindra Bank had initiated auction of 3 flats against which it had disbursed loan. As per DRT order dated. 15-02-2019 the claim settlement amount is Rs. 20 crores. The Company has partly paid the outstanding amount of the loan and still Rs. 4.80 crores are pending to be paid. However, Kotak Mahindra bank in its Cash Credit Account continues to charge interest which has not been considered in books as the settlement order has come from DRT.

However, the bank has sold off 2 of the properties (Property No. 143 and Property No. 223) to recover the loans and company has not accepted the same and filed a suit against the bank for unauthorized sale. Hence the said properties are still appearing in the books.

6. An amount to the tune of Rs 54,738,644/- consisting of following: -
  - a. Rent receivable from following for unauthorized usage of Company properties by them: -

Name	Amount of Rent Receivable
Mr. Ravindra Agarwal	Rs 3,600,000
Mr. Anand Agarwal	Rs 3,600,000

The company has handed over the properties to Kotak Mahindra Bank as discussed in point no5, and the flats stand vacated out of which 2 are already sold.

- b. Unauthorized transfer from company's account directly to their account by following: -

Name	Amount (Rs.)
Mr. Satish Agarwal	Rs. 7,123,731
Mr. Anand Agarwal	Rs. 14,123,731
Mr. Arun Agarwal	Rs. 7,123,731

- c. Unauthorized withdrawal from company's account directly to their account by following: -

Name	Amount (Rs.)
Mr. Ravindra Agarwal	Rs. 14,163,417
Mr. Anand Agarwal	Rs. 1,145,203
Mr. Satish Agarwal	Rs. 1,282,105
Mr. Arun Agarwal	Rs. 2,576,726

7. The company has granted and taken unsecured loans to and from companies covered in the register maintained under section 189 of the Companies Act, 2013 in compliance with the provisions of section 188 of the companies act, 2013. However, the company has given temporary given loan to director to the tune of Rs 19,30,000/- in contravention to section 185 for exigency purpose.

F.Y. 2019-20

Supreme Transport Organisation Pvt. Ltd.

CIN: U60230MH2008PTC216143

Notes forming part of Financial Statements for the year ended on 31/03/2020

**Note 24: Related Party Transactions:**

**Related Parties:**

**a) Key Management Personnel**

Sr. No.	Name of the person	Relationship
1	Kamal Agarwal	Director
2	Ammeet Agarwal	Director
3	Akkash Agarwal	Director
4	Vimal Agarwal	Director
5	Girish Agarwal	Director

**b) Relatives Key Management Personnel**

Sr. No.	Name of the person	Relationship
1	Sangeeta Agarwal	Wife of Director
2	Samiksha Agarwal	Wife of Director
3	Nupur Agarwal	Wife of Director
4	Pinky Agarwal	Sister of Director

**Disclosure of transactions with Related Parties:**

**a) Transaction with Key managerial Personnel**

Sr. No.	Name of the person	Relationship	Amount (Rs)
<b>I) Payment of Rent to Directors</b>			
1	Vimal Agarwal	Director	2,40,000
2	Girish Agarwal	Director	2,40,000

**b) Transactions with Relatives of Key managerial Personnel**

Sr. No.	Name of the person	Relationship	Amount (Rs)
<b>I) Payment of Salary</b>			
3	Nupur Agarwal	Wife of Director	4,80,000
4	Samiksha Agarwal	Wife of Director	5,40,000
5	Pinky Agarwal	Sister of Director	5,40,000
<b>II) Payment of rent:</b>			
1	Nupur Agarwal	Wife of Director	2,40,000

**Note 25: Deferred Tax**

Particulars	2019-20	2018-19
Opening Balance of deferred Tax Liability	6,04,40,227	5,35,87,319
Add: Provision Made during the year	22,97,928	68,52,907
Closing Balance of deferred Tax Liability	6,27,38,155	6,04,40,227

F.Y. 2019-20

Scanned with CamScanner

**Supreme Transport Organisation Pvt. Ltd.**

CIN: U60230MH2008PTC216143

Notes forming part of Financial Statements for the year ended on 31/03/2020

**Note 26:**

Debit and credit balance relating to various parties are subject to confirmation.

**Note 27:**

Previous years' figures have been regrouped / rearranged, wherever necessary in order to make them comparable with that of current financial year.

**Note 28:**

The company does not have complete information to determine small & ancillary industrial supplier of the company and so has not been shown the amount due to small & ancillary industries.

**Signatures to Notes 1 to 28 of Financial Statements**

As per our Report of even date

For, C P Patel & Associates  
Chartered Accountants  
F.R.N.142609W

*CP Patel*

Chirag Patel  
Proprietor  
Membership No. 128407  
UDIN: 21128407AAAAAE8002



For and on behalf of the Board

*Kamal Agarwal*  
Shri Kamal Agarwal  
Chairman & Managing Director  
DIN: 1252090

*Ammeet K Agarwal*  
H.E. Captain Ammeet K Agarwal  
Director  
DIN: 05293676

Date: 23-12-2020  
Place: Mumbai

Date: 23-12-2020  
Place: Mumbai



## INDEPENDENT AUDITOR'S REPORT

TO THE MEMBERS OF  
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

### Report on the financial Statements

We have audited the accompanying financial statements of **SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED** which comprises the Balance sheet as at **March 31<sup>st</sup>, 2021**. The statement of Profit and Loss and Cash Flow Statement for the year then ended, and a summary of significant accounting policies and other explanatory information.

#### Opinion

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid financial statements give the information required by the Companies Act, 2013 ("the Act") in the manner so required and give a true and fair view in conformity with the Indian Accounting Standards prescribed under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended. ("Ind AS") and other accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2021, and its cash flows for the year ended on that date except for the matters referred in emphasis of matter.

#### Basis of Opinion

We conducted our audit of financial statements in accordance with the Standards on Auditing specified under section 143(10) of the Act (SAs). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants of India (ICAI) together with the independence requirements that are relevant to our audit of the financial statements under the provisions of the Act and the Rules made thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ICAI's Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate provide a basis for our audit opinion on the financial statements.



**AURANGABAD (HEAD OFFICE) :**  
315, 3rd Floor, Sai Trade Center, Near Mayor Bunglow  
Gating Road, Aurangabad, 431001

**PUNE (BRANCH OFFICE) :**  
Flat No.12, 4th Floor, Butte Patil Tower,  
Ganive Chowk. LBS Road. Sadashiv Path. Pune-411030

### **Emphasis Of Matter**

We invite attention to:

1. The Notes regarding loans; the closing balances of all loans are not yet confirmed by the balance confirmation from banks/FI's. It also states the ongoing litigation between Kotak Bank and STOPL and Axis Bank and STOPL. Both these loans are under SARFAESI as on date.

The closing balance of loans does not reflect penal interest portion on the loans which the company has not accepted.

As described in Notes forming part of financial statement, Company has calculated closing balance as per the books considering repayment made as per bank statements as on March 31, 2021 in respect of loans from Kotak Bank, IndusInd Bank, Shriram Transport Finance Limited, Indostar, Axis bank due to non-availability of closing balance confirmation from banks as on the date of signing of audit report.

The Statement of Account provided by banks does not give clarity regarding the closing balances as on March 31, 2021. Moreover, Company does not agree with charging of penal interest by banks as Company wants to handover possession of assets to banks against the loans. There are litigations going on in respect of Term Loans and CC of Kotak Mahindra Bank and Aircraft loan of Axis Bank for settlement of loans. Also, Kotak Mahindra Bank has sold off Flat no 143 and Flat no 233 which were sold off for recovery of loans against those properties under the SARFAESI Act, 2002. However, company has objected to this selling due to improper auction procedure and the same is in litigation. In view of the lack of clarity in terms of settlement the said properties have been still shown in books as also the loan outstanding for which these properties were mortgaged. So, in absence of sufficient and appropriate evidence we are unable to comment on the exact closing balance of Loans and the possible impact of the Interest on the profitability of financial statements as on March 31, 2021.

With reference to additional disclosure in Notes, regarding the balance of Sundry Creditors, Debtors, Loans and Advances, deposits not confirmed by the parties and hence our inability to state whether these balances are recoverable/payable to the extent stated.

2. The Company has given advances to directors violating the provision of section 185 of the Companies Act, 2013



## **Information Other than the Financial Statements and Auditor's Report Thereon**

The Company's Management is responsible for the preparation of the other information. The information comprises the information included in the Board's Report including Annexure to Board's Report, Management Discussion and Analysis/ Business Responsibility Report/Corporate Governance and Shareholder's Information, but does not include the financial statements and our auditor's report thereon. The above-referred information is expected to be made available to us after the date of this audit report.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above when it becomes available and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained during the course of our audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information; we are required to report that fact.

When we read the other information, if we conclude that there is a material misstatement therein, we are required to communicate the matter to those charged with governance and take appropriate actions necessitated by the circumstances and the applicable laws and regulations.

## **Responsibilities of Management and Those Charged with Governance for the Financial Statements**

The Company's management is responsible for the matters stated in Section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these financial statements that give a true & fair view of the financial position, financial performance, changes in equity and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2004. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.



In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern. The Management is responsible for overseeing the Company's financial reporting process.

### **Auditor's Responsibility for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal financial controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 43(3) (1) of the Act, we are also responsible for expressing our opinion on whether the Company has adequate internal financial controls system in place and the operating effectiveness of such controls
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements,



including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Materiality is the magnitude of misstatements in the financial statements that, individually or in aggregate, makes it probable that the economic decisions of a reasonably knowledgeable user of the financial statements may be influenced. We consider quantitative materiality and qualitative factors. in (i) planning the scope of our audit work and in evaluating the results of our work; and (ii) to evaluate the effect of any identified misstatements in the financial statements.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report

unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication

### **Report on Other Legal and Regulatory Requirements**


1. As required by Section 143(3) of the Act, based on our audit we report that:
  - a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
  - b) In our opinion proper books of account as required by law have been kept by the Company so far as appears from our examination of those books.
  - c) The Balance Sheet and the Statement of Profit and Loss including the Statement of Cash Flow dealt with by this Report are in agreement with the books of account.
  - d) In our opinion, the aforesaid financial statements comply with the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014.



- e) On the basis of the written representations received from the directors as on 31st March, 2021 taken on record by the Board of Directors, none of the directors is disqualified as on 31st March, 2021 from being appointed as a director in terms of Section 164 (2) of the Act.
- f) With respect to the adequacy of the internal financial controls with reference to financial statements of the Company and the operating effectiveness of such controls, refer to our separate Report in "Annexure A". Our report expresses an unmodified opinion on the adequacy and operating effectiveness of the Company's Internal Financial Controls with reference to financial statements.
- g) With respect to the other matters included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rule, 2014, in our opinion and to the best of our information and according to the explanation given to us and to best of our information and according to the explanations given to Us:
- The company has disclosed the impact of pending litigation on its financial position in its financial statements;
  - The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses;
  - There has been no delay in transferring amounts, required to be transferred, to the Investor Education and Protection Fund by the Company.

2. As required by the Companies (Auditor's Report) Order, 2016 ("the Order"), issued by the Central Government of India in terms of sub-section 11) of Section 143 of the Act, we give in "Annexure B a statement on the matters specified in paragraphs 3 and 4 Of the Order.

**For LOYA AND MUNDADA**  
**Chartered Accountants**  
Firm Registration Number. 132811W

  
**CA Girish G Mundada**  
**Partner**  
Membership Number. 141172  
Mumbai  
30/11/2021



## **ANNEXURE "A" TO THE INDEPENDENT AUDITOR'S REPORT**

(Referred to in paragraph 1(f) under 'Report on Other Legal and Regulatory Requirements' section of our report to the Members of Supreme Transport Organisation Private Limited of even date)

Report on the Internal Financial Controls with reference to Financial Statements under Clause (i) of Sub- section 3 of section 143 of the Companies Act, 2013 ("the Act")

We have audited the Internal Financial Controls with reference to financial statements of SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED ("the Company") as of March 31, 2021 in conjunction with our audit of the financial statements of the Company for the year ended on that date.

### **Management's Responsibility for Internal Financial Controls**

The Management of the company is responsible for establishing and maintaining internal financial control based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls with reference to financial statements issued by the Institute of Chartered Accountants of India ("ICAI"). These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on the Company's Internal Financial Controls with reference to financial statements based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls with reference to financial statements (the "Guidance Note") issued by the Institute of Chartered Accountants of India and the Standards on Auditing, issued by ICAI and deemed to be prescribed under section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls, both issued by the Institute of



Chartered Accountants of India. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the to obtain reasonable assurance about whether adequate Internal Financial Controls with reference to financial statements was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the Internal Financial Controls with reference to financial statements and their operating effectiveness. Our audit of Internal Financial Controls with reference to financial statements included obtaining an understanding of Internal Financial Controls with reference to financial statements, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Company's Internal Financial Controls with reference to financial statements.

### **Meaning of Internal Financial Controls with reference to financial statements**

A company's Internal Financial Controls with reference to financial statements is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's Internal Financial Controls with reference to financial statements includes those policies and procedures that

- (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company;
- (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and
- (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.



## **Inherent Limitations of Internal Financial Controls with reference to financial statements**

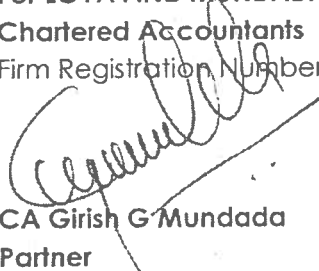
Because of the inherent limitations of Internal Financial Controls with reference to financial statements, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the Internal Financial Controls with reference to financial statements to future periods are subject to the risk that the Internal Financial Controls with reference to financial statements may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

## **Opinion**

In our opinion, the Company, have in all material respects, an adequate Internal Financial Controls with reference to financial statements and such Internal Financial Controls with reference to financial statements were operating effectively as at 31 March 2021, based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control

stated in the Guidance Note on Audit of Internal Financial Controls with reference to financial statements issued by the Institute of Chartered Accountants of India.

**For LOYA AND MUNDADA**  
**Chartered Accountants**  
Firm Registration Number. 132811W

  
**CA Girish G Mundada**  
**Partner**  
Membership Number. 141172



Mumbai  
30/11/2021

## ANNEXURE "B" TO THE INDEPENDENT AUDITOR'S REPORT

(Referred to in paragraph 2 under 'Report on Other Legal and Regulatory Requirements' section of our report to the Members of Supreme Transport Organisation Private Limited of even date)

- I. In respect of the Company's fixed assets:
  - (a) The company has maintained proper records showing full particulars including quantitative details and situation of fixed assets.
  - (b) A substantial portion of fixed assets has been physically verified by the management during the year and in our opinion the frequency of verification is reasonable having regard to the size of the company, the nature of its assets.  
According to the information given to us and to the best of our knowledge, no material discrepancies were noticed on such physical verification.
  - (c) According to the information and explanations given to us and the records examined by us, we report that, the title deeds, comprising the immovable property of Land, are held in the name of company as at the balance sheet date.
- ii.
  - (a) As explained to us, the Inventory has been physically verified by the management at reasonable intervals during the year.
  - (b) In our opinion and according to the information and explanations given to us, no material discrepancies were noticed on physical verification.
- iii. According to the information and explanations given to us and the records examined by us, the Company has complied with section 189 of the Companies Act, 2013 wherever applicable.
- iv. In our opinion and according to the information and explanations given to us, the Company has complied with section 185 and 186 of the Companies Act, 2013 wherever applicable. Except to the extent of temporary loans given to director for business exigency purpose.
- v. According to the information and explanations given to us, the company has not accepted deposits during the year. The company generally complied with the provisions of Sections 73 to 76 or any other relevant provisions of the Companies Act, 2013.



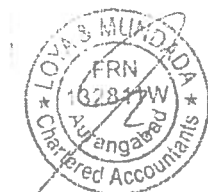
- vi. According to the information and explanations given to us, cost records as prescribed by the central Government under section 148(1) of the Companies Act, 2013 are not required to be maintained.
- vii. (a) According to the information and explanations given to us and the records examined by us, opinion, the company has generally been regular in depositing with appropriate authorities undisputed statutory dues including Provident Fund, Employees' State Insurance, Income-tax, Service tax, value added tax, except Goods and Service tax which is delayed due to cash flow mismatch, cess and any other material statutory dues applicable to it. There were no arrears of such dues at the yearend which have remain outstanding for a period of more than six months from the date they became payable.
- (b) According to the information and explanations given to us and the records examined by us, company has no dues in respect of Income Tax, Service Tax, GST and value added tax which has not been deposited on account of any dispute except delayed payments of GST due to mismatch of receipt of revenue.
- viii) Based on the audit procedure and according to the information and explanations given to us. we are of the opinion that the company has defaulted in repayment of principal and/or interest to banks, financial institutions wherein the period of delay ranges from to 365 days and in some cases more than 365 days. The exact penal interest rate as well as other charges are not ascertainable as no balance confirmation has been received from the banks and most of the loans are under SARFAESI.
- ix) The company has not raised moneys by way of further public offer. Further, in our opinion and according to the information and explanations given to us, the moneys raised by way of debt instruments and term loans have been applied by the company during the year for the purposes for which they are raised.
- x) To the best of our knowledge and according to the information and explanations given to us, no fraud by the company and no material fraud on the company by its officers or employees, noticed or reported to us by the management during the year Management's Responsibility for the Financial Statements
- xi) Since the company is a Private Limited company, provisions of sections 97 read with schedule V of the Act regarding payment of managerial remunerations is not applicable.



- xii. In our opinion and according to the information and explanations given to us, Company is not a Nidhi Company. Accordingly reporting under paragraph 3(xii) of the Order is not applicable.
- xiii. In our opinion and according to the information and explanations given to us, transactions entered by the Company with related parties are in compliance with section 188 of the Act, to the extent applicable. Being an unlisted Company provisions of section 177 of the Act are not applicable. In our opinion, details of transactions with the related parties have been disclosed in the financial statements as required by the applicable accounting standards.
- xiv. According to the information and explanations give to us and based on our examination of the records of the Company, the Company has not made any preferential allotment or private placement of shares or fully or partly convertible debentures during the year and hence reporting under clause 3(xiv) are not applicable to the company.
- xv. According to the information and explanations given to us and based on our examination of the records of the Company, the Company has not entered into non-cash transactions with directors or persons connected with him. Accordingly, reporting under paragraph 3(xv) of the Order are not applicable.
- xvi. The company is not required to be registered under section 45-IA of the Reserve Bank of India Act, 1934.

**For LOYA AND MUNDADA**  
**Chartered Accountants**  
Firm Registration Number. 132811W

**CA Girish G Mundada**  
**Partner**  
Membership Number. 141172  
Mumbai  
30/11/2021



Supreme Transport Organisation Private Limited  
CIN : U60230MH2008PTC216143  
Balance Sheet as at 31st March 2021

Particulars	Note	Amount (Rs.)	
		As at 31st March, 2021	As at 31st March, 2020
<b>A EQUITY &amp; LIABILITIES</b>			
<b>1 Shareholders' Funds</b>			
(a) Share capital	2	7,00,00,000	7,00,00,000
(b) Reserves & surplus	3	(4,94,59,872)	(1,69,56,353)
		<u>2,05,40,128</u>	<u>5,30,43,647</u>
<b>2 Non Current Liabilities</b>			
(a) Long-term borrowings	4	16,68,78,388	17,02,46,059
(b) Long term Provisions		-	-
(b) Deferred Tax Liabilities		6,46,68,340	6,27,38,155
		<u>23,15,46,728</u>	<u>23,29,84,213</u>
<b>3 Current Liabilities</b>			
(a) Short-term borrowings	5	(1,77,73,503)	(1,77,73,503)
(b) Trade payables	6	23,72,63,399	5,18,74,067
(c) Other current liabilities	7	6,11,19,955	26,29,62,133
(d) Short-term provisions	8	-	2,18,70,804
		<u>28,06,09,851</u>	<u>31,89,33,501</u>
		<u>53,26,96,707</u>	<u>60,49,61,362</u>
<b>B ASSETS</b>			
<b>1 Non-current assets</b>			
<b>(a) Fixed assets</b>			
(i) Tangible Assets	9	24,90,15,882	28,40,49,566
(ii) Capital Work in Progress		-	-
(b) Non-current investments	10	11,54,87,330	11,54,87,330
(c) Long Term loans and advances	11	1,78,95,633	2,76,69,041
(d) Deferred Tax Assets		-	-
		<u>38,23,98,845</u>	<u>42,72,05,937</u>
<b>2 Current Assets</b>			
(a) Trade Receivables	12	6,21,69,824	6,38,28,999
(b) Cash & cash equivalents	13	46,93,134	47,25,883
(c) Short term loan and advances	14	8,34,34,905	10,92,00,543
(d) Other Current Assets	15	-	-
		<u>15,02,97,862</u>	<u>17,77,55,425</u>
		<u>53,26,96,707</u>	<u>60,49,61,362</u>

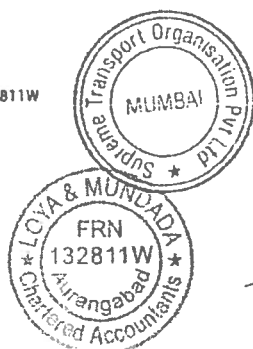
Significant Accounting Policies 1  
Notes on Financial Statements 2 to 28

As per our separate report of even date

For, LOYA & MUNDADA  
Chartered Accountants  
Firm Registration Number, 132811W

CA Girish G Mundada  
Partner  
Membership Number. 141172

Date : 30-11-2021  
Place: Mumbai



For and on behalf of the Board

Shri Kamal Agarwal  
Chairman & MG Director  
DIN No. 1252090

Captain Ammeel K Agarwal  
Director  
DIN : 05293676

Date : 30-11-2021  
Place: Mumbai

Supreme Transport Organisation Private Limited  
 CIN : U60230MH2008PTC216143  
 Statement of Profit & Loss for the year ended on March 2021

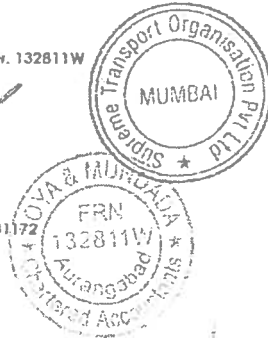
Particulars	Note	Amount (Rs.)	
		For the Period Ended 31st March 2021	For the Period Ended 31st March 2020
1 Revenue from Operations	16	23,51,58,386	20,07,41,360
		23,51,58,386	20,07,41,360
2 Other Income	17	1,72,07,822	1,63,46,589
3 Total Revenue		25,23,66,208	21,70,87,949
<b>Expenses</b>			
Purchase of Stock in Trade	18	21,76,32,360	10,14,61,353
Purchases of Shares			
Employee Benefits expense	19	1,23,83,750	2,87,12,604
Finance Costs(Net)	20	12,95,440	35,32,697
Depreciation		3,39,71,562	4,18,98,515
Other Expenses	21	1,78,71,660	8,75,88,989
4 Total Expenses		28,31,54,771	26,31,94,157
5 Profit before tax		(3,07,88,564)	(4,61,06,208)
6 <u>Provision for Tax</u>			
Current			
Short/Excess Provision		2,15,230	(1,72,749)
Deferred		(19,30,185)	(22,97,928)
		(17,14,955)	(24,70,677)
7 Profit for the period		(3,25,03,519)	(4,85,76,885)
8 <u>Earnings Per Share</u>			
Basic & Diluted	22	-4.64	-6.94
Significant Accounting Policies	1		
Notes on Financial Statements	2 to 28		

As per our separate report of even date

For. LOYA & MUNDADA  
 Chartered Accountants  
 Firm Registration Number. 132811W

CA Girish Mundada  
 Partner  
 Membership Number. 141172

Place: Mumbai  
 Date : 30-11-2021



For and on behalf of the Board

Shri Kamal Agarwal  
 Chairman & MG Director  
 DIN No. 1252090

Captain Ammeet K Agarwal  
 Director  
 DIN : 05293676

Place: Mumbai  
 Date : 30-11-2021

Supreme Transport Organisation Private Limited  
CIN : U60230MH2008PTC216143  
Cash Flow Statement for the year ended on 31st March, 2021

Particulars	For the Year Ended 31st March, 2021	For the Year Ended 31st March, 2020
<b>A. Cash Flow from Operating Activities</b>		
Net Profit Before Taxation and extra ordinary items	(3,07,88,564)	(4,61,06,208)
<b>Adjustment for Non Operating &amp; Non Cash Items:</b>		
- Depreciation & Amortisation	3,39,71,562	4,16,98,514.65
- Amount Written Off	-	-
- Profit on Sale of Assets	(35,99,387)	(1,26,55,583)
- Dividend Income	-	-
- Profit on Sale of Mutual Funds	-	-
- Bad Debt Written Off	-	-
- Long Term Provision	-	-
- Short/Excess Provision	-	-
- Finance Cost	12,95,440	35,32,697
	3,13,67,615	3,27,75,629
Operating Profit before working capital changes	5,79,051	(1,33,30,579)
<b>Changes in working capital</b>		
<b>Adjustment for Increase / Decrease in Operating Assets</b>		
- inventories	0	-
- Trade Receivable	16,59,175	5,72,19,990
- Long Term Loans & Advances	-	-
- Short Term Loans & Advances	2,57,65,638	4,14,53,671
- Other Current Assets	-	-
	2,74,24,813	9,86,73,661
<b>Adjustment for Increase / Decrease in Operating Liabilities</b>		
- Trade Payable	18,53,89,332	(4,98,40,411)
- Other Current Liabilities	(20,18,42,178)	1,23,18,788
- Other Short Term Provisions	(2,18,70,804)	-
- Short Term Borrowings	-	(3,23,24,353)
	(3,83,23,650)	(6,98,45,976)
Cash Flow from Extra Ordinary Items		
Cash Generated from Operations	(1,03,19,786)	1,54,97,106
Net Taxes Paid	(17,14,955)	(24,70,677)
<b>Net Cash Flow from / (used in) Operating Activities (A)</b>	<b>(1,20,34,741)</b>	<b>1,30,26,429</b>
<b>B. Cash Flow from Investing Activities</b>		
- Expenditure of Fixed Assets(Net) & Capital WIP	-	(80,372)
- Capital Work In Progress	-	-
- Dividend Income	-	-
- Proceeds on sale of investments	-	-
- Long Term loans & advances	97,73,408	(28,33,187)
- Current Investments	-	-
- Cashflow from Disposal of asset	49,61,509	1,47,74,985
- Non Current Investment	-	-
<b>Net Cash Flow from / (used in) Investing Activities (B)</b>	<b>1,47,34,917</b>	<b>1,18,61,426</b>



Supreme Transport Organisation Private Limited  
 CIN : U60230MH2008PTC216143  
 Cash Flow Statement for the year ended on 31st March, 2021

Particulars	For the Year Ended 31st March, 2021	For the Year Ended 31st March, 2020
<b>C. Cash Flow from Financing Activities</b>		
- Amount Paid on Buy-back of Shares (Incl. Taxes thereon)		
- Proceeds of Long Term Borrowings	(33,67,670)	(2,06,85,749)
- Proceeds of Short Term Borrowings		
- Proceeds of Short Term Borrowings		
- Proceeds of Long Term Provisions	19,30,185	22,97,928
- Tax on Dividend		
- Finance Cost	(12,95,440)	(35,32,697)
- Dividend Paid		
<b>Net Cash flow from / (used in) Financing Activities (C)</b>	<b>(27,32,925)</b>	<b>(2,19,20,518)</b>
<b>Net Increase / (Decrease) in Cash &amp; Cash Equivalents (A+B+C)</b>	<b>(32,749)</b>	<b>29,67,336</b>
Cash & Cash Equivalent at the beginning of the Year	47,25,883	17,58,545
<b>Cash &amp; Cash Equivalent at the end of the Year</b>	<b>46,93,134</b>	<b>47,25,883</b>
<b>Components of Cash &amp; Cash Equivalents:</b>		
Cash on Hand	22,03,625	18,43,360
With Bank	24,89,509	28,82,523
<b>Total Cash &amp; Bank Balances</b>	<b>46,93,134</b>	<b>47,25,883</b>

**Notes:**

- (i) The Cash Flow Statement reflects the combined cash flows pertaining to continuing and discounting operations.  
 (ii) These earmarked account balances with banks can be utilised only for the specific identified purposes.

As per our separate report of even date

For, LOYA & MUNDADA  
 Chartered Accountants  
 Firm Registration Number: 132811W

CA Gijsh G Mundada  
 Partner  
 Membership Number: 141172  
 UDIN: 2214172AETVAG4157



For and on behalf of the Board

Shri Kamal Agarwal  
 Chairman & MG Director  
 DIN No. 1252090

Captain Ammeet K. Agarwal  
 Director  
 DIN : 05293676

Date : 15-11-2021  
 Place: Mumbai

Supreme Transport Organisation Private Limited  
 CIN: U60230MH2008PTC216143  
 Provisional Notes forming part of Accounts for the year ended on 31st March 2020

Particulars	As at 31st March 2021		As at 31st March 2020	
	Number of Shares (C.Y.)	Number of Shares (P.Y.)		
<b>Note 2: Share capital</b>				
(a) Authorised share capital Equity shares of ₹ 10/- each	7,00,00,000	7,00,00,000	70,00,00,000	70,00,00,000
(b) Issued Equity shares of ₹ 10/- each	70,00,000	70,00,000	7,00,00,000	7,00,00,000
<b>Total</b>	<b>7,00,00,000</b>	<b>7,00,00,000</b>	<b>7,00,00,000</b>	<b>7,00,00,000</b>
(c) Subscribed & fully paid up Equity shares of ₹ 10/- each	70,00,000	70,00,000	7,00,00,000	7,00,00,000
<b>Total</b>	<b>7,00,00,000</b>	<b>7,00,00,000</b>	<b>7,00,00,000</b>	<b>7,00,00,000</b>

Notes

(i) Details of shares held by each shareholder holding more than 5% shares

Name of Shareholders	No. of Shares (C.Y.)	% holding in that class of shares	No. of Shares (P.Y.)	% holding in that class of shares
Kamal Agrawal	36,40,000	52%	36,40,000	52%
Vinod Agrawal	8,40,000	12%	8,40,000	12%
Ganesh Agrawal	8,40,000	12%	8,40,000	12%
Holding under Prepaid	8,40,000	12%	8,40,000	12%
Holding under Prepaid	8,40,000	12%	8,40,000	12%

(ii) The Reconciliation of the number of shares outstanding at the beginning and at the end of the reporting period

Particulars	As at 31st March 2021		As at 31st March 2020	
	No. of Shares (C.Y.)	Amount (₹)	No. of Shares (P.Y.)	Amount (₹)
Equity Shares at the beginning of the year	70,00,000	7,00,00,000	70,00,000	7,00,00,000
Shares Eschiquished over Joint Buy Back (Refer Note-37)				
Shares Issued pursuant to Bonus Issue				
Equity Shares at the end of the year	70,00,000	7,00,00,000	70,00,000	7,00,00,000

Particulars	As at 31st March 2021		As at 31st March 2020	
<b>Note 3: Reserves &amp; Surplus</b>				
<b>Surplus</b>				
Balance in Profit & Loss Account		(1,69,56,353)		3,16,20,537
Add: Net Profit for the year		(3,25,03,519)		(4,85,76,581)
		(4,94,59,872)		(1,69,56,353)
<b>Total</b>		<b>(4,94,59,872)</b>		<b>(1,69,56,353)</b>

**Note 4: Long-term borrowings**

**A- Secured**

From Banks		
Kotak Mahindra Bank - 0651DL0100000023	42,13,288	42,13,288
Kotak Mahindra Bank - 0651DL0100000024	79,22,030	79,22,030
Kotak Mahindra Bank - 0651DL0100000017	3,40,45,099	3,40,45,099
Axis Bank Term Loan - 917060029132434	10,50,50,000	10,50,50,000
<b>Total</b>	<b>15,12,30,417</b>	<b>15,12,30,417</b>

(Note 1 - All above mentioned Commercial loans are secured by mortgage of movable & immovable properties registered in the name of company)

**From Other than Bank**

Secured Loans	1,04,93,474	1,27,05,211
<b>Total</b>	<b>1,04,93,474</b>	<b>1,27,05,211</b>

(Note 2 - These loans are secured by mortgage of commercial vehicles registered in the name of company)

**A- Unsecured**

From Directors		4,49,272
From Companies	51,54,497	58,61,159
	51,54,497	63,10,431
<b>Total</b>	<b>16,68,78,388</b>	<b>17,02,46,059</b>



Supreme Transport Organisation Private Limited  
 CIN U60230MH2008PTC216143  
 Provisional Notes forming part of Accounts for the year ended on 31st March 2020

Particulars	As at 31st March 2021	As at 31st March 2020
<b>Note 5: Short-term borrowings</b>		
<b>Secured</b>		
Cash Credit		
from Banks	(1,77,73,503)	(1,77,73,503)
From Others		
<b>Total</b>	<b>(1,77,73,503)</b>	<b>(1,77,73,503)</b>
<b>Note 6: Trade payables</b>		
Trade payables - for goods	23,72,63,399	5,18,74,067
<b>Total</b>	<b>23,72,63,399</b>	<b>5,18,74,067</b>
<b>Note 7: Other current liabilities</b>		
<b>Other Payable</b>		
(i) Advance from Customers	4,44,67,415	16,45,79,339
(ii) Other liabilities	1,66,52,540	9,83,22,794
<b>Total</b>	<b>6,11,19,955</b>	<b>26,29,02,133</b>
<b>Note 8: Short-term provisions</b>		
Provision for Taxation		2,18,70,804
<b>Total</b>	<b>-</b>	<b>2,18,70,804</b>
<b>Note 10: Non-current investments</b>		
<b>(a) Quoted Investments</b>		
<b>(b) Unquoted Investments</b>		
1) Equity Instruments	2,830	12,830
2) Property	11,54,74,500	11,54,74,500
<b>Total</b>	<b>11,54,87,330</b>	<b>11,54,87,330</b>
<b>Note 11: Long-term loans &amp; advances</b>		
(a) Security Deposit		
(b) Loans and Advances	1,78,95,633	2,76,69,041
Advances receivable in cash or in kind for the value to be received. Considered Current		
(c) Advance against agreement to Sale (Sankshat)		
(d) Provision of Tax & Net of the Payment		
	1,78,95,633	2,76,69,041
<b>Note 11: Current investments</b>		
<b>Total</b>		
<b>Note 12: Trade receivables</b>		
(Unsecured Considered Good)		
Outstanding over six months	6,21,69,824	6,38,28,999
Others		
<b>Total</b>	<b>6,21,69,824</b>	<b>6,38,28,999</b>



Supreme Transport Organisation Private Limited  
 CIN : U60230MH2008PTC216143  
 Provisional Notes forming part of Accounts for the year ended on 31st March 2020

Particulars	As of 31st March 2021	As of 31st March 2020
<b>Note 13. Cash and cash equivalents</b>		
(a) Cash On Hand	22,03,625	18,43,360
(b) Balances With Schedule Banks		
(i) In Current A/c	15,70,367	19,63,381
(ii) In Fixed Deposit A/c	9,19,142	9,19,142
<b>Total</b>	<b>46,93,134</b>	<b>47,25,883</b>
<b>Note 14. Short term loans &amp; advances</b>		
(a) Loans and Advances		
Advances receivable in cash or in kind for the value to be received (Unsecured Grant)	4,81,54,474	4,26,74,374
(b) Prepaid Expenses	3,52,89,430	6,63,26,159
(c) Balance with Government Authorities	8,34,34,905	10,92,00,543
<b>Total</b>	<b>16,68,78,809</b>	<b>21,82,01,076</b>
<b>Note 15. Other current assets</b>		
(a) Accruals		
(b) Interest receivable		
<b>Total</b>	<b>-</b>	<b>-</b>
<b>Note 16. Revenue from Operations</b>		
<b>Sale of Services - Aviation Division</b>		
Aviation Passenger Services		6,63,89,327
Airport Development & Consultancy	15,26,56,245	
Other Operating Subsidy	15,26,56,245	6,63,89,327
<b>Total</b>	<b>30,53,12,490</b>	<b>13,27,78,654</b>
<b>Sale of Services - Transport Division</b>		
Goods Transport Services	8,25,02,141	13,43,54,033
	8,25,02,141	13,43,54,033
<b>Total</b>	<b>16,50,04,282</b>	<b>26,87,08,066</b>
<b>Note 17. Other income</b>		
FDR Interest		1,31,374
Godown Penl	3,19,000	1,27,607
Interest others	57,61,875	1,17,993
Reimbursement of Expenses (Supreme Airbus)		21,00,000
Insurance Refund	1,32,416	1,56,724
Other Income	60,01,900	10,17,049
Profit on sale of vehicle (Net)	38,99,367	1,26,55,553
Profit on sale of Property		
Interest on Income tax refund	10,93,304	
<b>Total</b>	<b>1,72,07,822</b>	<b>1,63,44,589</b>
<b>Note 18. Purchase of Stock in Trade</b>		
<b>Transport Division</b>		
Lorry Hire & Labour Charges	6,52,14,709	9,15,25,225
Petrol & Diesel Expense	24,02,379	26,24,109
Loading & Unloading Charges	14,73,405	21,450
Door Delivery Charges		6,800
Detention Charges	15,000	2,71,609
	6,91,05,493	7,44,48,196
<b>Aviation Division</b>		
Custom Duty		2,85,505
Freight, Customs, Clearing & Forwarding	8,59,118	1,24,768
Container & Vehicle Rent	27,510	3,45,933
Equipment & Spare parts	14,22,67,591	27,67,559
DGCA & AAI Expenses		1,64,800
Airport Consistency & Development		35,01,103
Aircraft Insurance		24,000
Pilot & Crew Training Expense	33,72,648	
Airport Development Liaison Charges	14,85,26,967	70,13,156
<b>Total</b>	<b>21,74,32,340</b>	<b>10,14,61,353</b>
<b>Note 19. Employee benefits expenses</b>		
Salaries, wages and bonus	1,18,11,917	1,77,30,242
Contribution to P.F.	91,833	1,68,087
ESIC Expenses		28,193
Service & Retirement		1,05,66,087
Director Remuneration, Bonus, rent & Commission	4,80,000	7,20,000
<b>Total</b>	<b>1,23,83,750</b>	<b>2,97,12,609</b>

Balance Sheet 20-21



Supreme Transport Organisation Private Limited  
 CIN: U80230MH2008PTC2716143  
 Provisional Notes forming part of Accounts for the year ended on 31st March 2020

Particulars	As at	
	31st March 2021	31st March 2020
<b>Note 20: Finance costs</b>		
Bank Charges	67,456	2,11,458
Period Interest & Charges		15,75,806
Interest On TDS Duly	7,065	1,198
Interest on Trade Loans	1,20,912	19,44,241
<b>Total</b>	<b>12,95,440</b>	<b>35,32,697</b>

<b>Note 21: Other expenses</b>		
Accident Expense	1,69,576	900
Agent Fees	2,25,000	2,70,000
Brokerage & Commission Expenses	50,555	1,01,794
Business Promotion	2,72,161	4,12,050
Bus/Gets		4,97,092
Claim Expenses		3,621
Conveyance & Motor Car Expenses	5,26,059	6,37,814
Drawing Expense		42,180
Party Entertainment Expenses		45,700
Remounter Expense		47,192
Donation Expenses		2,03,526
Electricity Expenses	1,35,798	12,95,457
Financial Expenses	10,86,016	9,27,192
Prior Period Expenses		1,56,503
Insurance Expenses	12,40,704	40,74,242
GST on Motor Cars		1,10,073
Service Tax		1,39,864
Legal & Professional Fees	6,22,166	12,44,791
Lodging & Boarding		8,73,073
Membership & Subscription		2,575
Medical Expense		35,147
Motor Car Expense		2,15,457
Office & Godown Rent	76,43,777	59,61,744
Office Expenses	1,24,607	30,71,161
Parking Charges	4,00,678	7,56,426
Postage & Courier Expenses	58,616	71,869
Printing & Stationery Expenses	2,12,614	1,99,484
Other Taxes	13,08,099	36,72,190
Repairs & Maintenance Expenses	67,74,566	69,70,808
Staff Welfare Expenses	12,28,006	14,06,852
Security Charges	7,01,491	3,44,725
Society Charges		24,762
Telephone, Internet & Mobile Expenses	4,29,325	12,77,562
Prior Period Expenses	77,600	
Tender Fees		85,710
Way Expense		16,834
Traveling Expenses	4,21,644	5,12,621
<b>Total</b>	<b>1,78,71,660</b>	<b>8,75,88,989</b>

Payment to Auditor		
Audit Fee	3,25,000	2,70,000
Professional Fee	1,45,000	1,05,000

**Note 22: Earnings Per Share (EPS)**

<b>Basic &amp; Diluted EPS</b>		
Net Profit after tax as per statement of Profit and Loss attributable to Equity Shareholders	(3,25,03,519)	(4,85,74,885)
Weighted Average number of equity shares used as denominator for calculating EPS	70,00,000	70,00,000
	(5)	(6.74)

**Adjusted EPS**

Net Profit after tax as per statement of Profit and Loss attributable to Equity Shareholders	(3,25,03,519)	(4,85,74,885)
Weighted Average number of equity shares used as denominator for calculating EPS	70,00,000	70,00,000
	(5)	(6.74)

Face value per equity share:

10 10



Supreme Temporal Corporation Private Limited  
 C/o Institutional Investor Cell  
 New Jersey part of account for the year ended on 31st March 2021

Rate % of Assets  
 Transferable Shares

Particulars	Rate	Gross Total			Depreciation			Closing Balance		
		Opening Balance As on 01/07/2020	Additions	Withdrawal	Closing Balance as on 31/03/2021	for the period	Derecognition	on 31/03/2021	on 31/03/2021	
GRN	0%	5,82,20,151	-	-	10,79,90,029	1,23,61,750	19,54,891	16,38,05,949	5,13,76,121	24,40,813
Yantras	31.75%	17,46,88,884	-	17,51,009	1,41,40,744	1,29,21,400	3,68,045	13,73,19,549	2,24,196	6,43,302
Office Buildings	43.14%	1,33,88,829	-	-	1,13,88,829	1,03,93,227	1,03,804	8,95,298	1,85,947	4,29,801
Caravan	25.80%	9,49,735	-	-	8,49,735	8,44,825	27,710	8,17,115	7,867	1,05,110
Transport Vehicle	25.80%	17,73,634	-	-	7,20,035	14,53,591	41,746	14,01,845	3,08,177	4,18,743
Business Equipments	45.07%	6,51,652	-	-	6,51,652	1,62,625	7,47,205	4,84,427	59,978	5,624
IT Equipments	13.91%	1,20,96,355	-	-	1,20,96,355	1,62,625	3,05,32,608	1,07,82,448	8,72,30,772	21,89,13,232
Motor Vehicles	31.23%	2,29,84,843	-	-	1,20,96,356	98,45,340	13,200	1,07,25,146	19,528	14,33,188
Samandha	63.16%	-	-	1,27,12,601	55,81,82,328	21,91,19,472	1,30,71,842	30,94,73,467	21,90,1,862	28,40,49,544
Total		58,35,43,317	-	1,27,12,601	58,18,62,132	23,83,19,437	3,63,09,243	31,28,15,131	34,97,64,333	38,40,07,111



**SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED  
SCHEDULES FORMING PART OF ACCOUNTS  
FOR THE PERIOD ENDED MARCH 31, 2021**

**Schedule 22 : Notes to Accounts**

**1. Nature of Operations**

Supreme Transport Organisation Private Limited ("the Company") was incorporated on May 29, 2008. The Company is engaged in the business of Transport of Goods by road & developing airports in & all over India and also providing consultancy services in the developments of airports.

**2. Statement of Significant Accounting Policies**

**(a) Basis of preparation**

The financial statements have been prepared to comply in all material respects with the Accounting Standards notified by Companies (Accounting Standards) Rules, 2006, (as amended) and the relevant provisions of the Companies Act, 2013 ("the Act"). The financial statements have been prepared under the historical cost convention on an accrual basis. The accounting policies have been consistently applied by the Company and are consistent with those used in the previous period.

**(b) Use of estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the results of operations during the reporting period. Although these estimates are based upon management's best knowledge of current events and actions, actual results could differ from these estimates.

**(c) Fixed Assets**

Fixed assets are stated at cost less accumulated depreciation. Cost comprises of the purchase price and any attribute able cost of bringing the asset to its working condition for its intended use. Borrowing costs relating to acquisition of fixed assets which takes substantial period of time to get ready for its intended use are also included to the extent they relate to the period till such assets are ready to be put to intended use.

**(d) Depreciation**

Depreciation is provided using the Written down Value Method as per rates prescribed under schedule II of the Companies Act, 2013 except for leasehold land and software.

Asset Description	Schedule II Useful Life (WDV)
Buildings (other than factory Building)	60 Years
Factory Building	30 Years
Plant and Machineries	15 Years
Furniture and Fittings	10 Years
Office Equipments	10 Years
Computers	6 Years
Vehicles	10 Years



**SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED  
SCHEDULES FORMING PART OF ACCOUNTS  
FOR THE PERIOD ENDED MARCH 31, 2021**

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**(e) Impairment**

The carrying amounts of assets are reviewed at each Balance Sheet date if there is any indication of impairment based on internal/external factors. An impairment loss is recognized wherever the carrying amount of an asset exceeds its recoverable amount. The recoverable amount is the greater of the asset's net selling price and value in use. In assessing value in use, the Company makes a reasonable estimate of the value in use.

**(f) Revenue Recognition**

Revenue is recognized to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. Interest income is recognized on time proportion basis taking into account the principal amounts outstanding and the rate of interest. Revenue from dividend is recognized when the Company's right to receive payment is established by the Balance Sheet date.

**(g) Foreign currency transactions**

*Foreign currency transactions*

**(i) Initial recognition**

Foreign currency transactions are recorded in the reporting currency, by applying to the foreign currency amount the exchange rate between the reporting currency and the foreign currency at the date of the transaction.

**(ii) Conversion**

Foreign currency monetary items are reported using the closing rate. Non-monetary items which are carried in terms of historical cost denominated in a foreign currency are reported using the exchange rate at the date of the transaction; and non-monetary items which are carried at fair value or other similar valuation denominated in a foreign currency are reported using the exchange rates that existed when the values were determined.

**(iii) Exchange Difference**

Exchange differences arising on the settlement of monetary items or on reporting monetary items of company at rates different from those at which they were initially recorded during the year / period, or reported in previous financial statements, are recognized as income or as expenses in the year / period in which they arise.

**(h) Income taxes**

Tax expense comprises of current and deferred tax.

a) *Current income tax* is measured at the amount expected to be paid to the tax authorities in accordance with the Indian Income Tax Act.

b) *Deferred income taxes* reflects the impact of current year/ period timing differences between taxable income and accounting income for the year and reversal of timing differences of earlier years.

Deferred tax is measured based on the tax rates and the tax laws enacted or substantively enacted at the Balance Sheet date. Deferred tax assets are recognized only to the extent that there is reasonable certainty that sufficient future taxable income will be available against which such deferred tax assets



**SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED**  
**SCHEDULES FORMING PART OF ACCOUNTS**  
**FOR THE PERIOD ENDED MARCH 31, 2021**

can be realized. In situations where the Company has unabsorbed depreciation or carry forward tax losses, all deferred tax assets are recognized only if there is virtual certainty supported by convincing evidence that they can be realized against future taxable profits.

At each Balance Sheet date the Company re-assesses unrecognized deferred tax assets. It recognizes unrecognized deferred tax assets to the extent that it has become reasonably certain or virtually certain, as the case may be that sufficient future taxable income will be available against which such deferred tax assets can be realized.

The carrying amount of deferred tax assets are reviewed at each Balance Sheet date. The Company writes-down the carrying amount of a deferred tax asset to the extent that it is no longer reasonably certain or virtually certain, as the case may be, that sufficient future taxable income will be available against which deferred tax asset can be realized. Any such write-down is reversed to the extent that it becomes reasonably certain or virtually certain, as the case may be, that sufficient future taxable income will be available.

**(i) Retirement and other employee benefits**

The company has not provided or form any provision in the form of retirement benefit during the year. Retirement Benefits are provided to employee at the time of retirement. Short term employee benefits are recognized as an expense in the profit and loss account for the year in which the related service is rendered. Payment of Gratuity is made at the time of retirement of employee.

**(j) Prior Period and Extra Ordinary Items**

Items of Income and Expenditure pertaining to Prior Period as well as Extra Ordinary Items, where material, are disclosed separately.

**(k) Investments**

Investments that are readily realizable and intended to be held for not more than a year are classified as current investments. All other investments are classified as long-term investments. Current investments are carried at lower of cost and fair value determined on an individual investment basis. Long-term investments are carried at cost. However, provision for diminution in value is made to recognize a decline other than temporary in the value of the investments.

**(l) Inventories**

The company is in the business of GTA & Airport development services so the inventories of raw material were not required to maintained as this is the service industry.

**(m) Earnings Per Share**

Basic earnings per share are calculated by dividing the net profit or loss for the period attributable to equity shareholders by the weighted average number of equity shares outstanding during the period. For the purpose of calculating diluted earnings per share, the net profit or loss for the period attributable to equity shareholders and the weighted average number of shares outstanding during the period are adjusted for the effects of all dilutive potential equity shares, except where the shares are anti-dilutive.



**SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED  
SCHEDULES FORMING PART OF ACCOUNTS  
FOR THE PERIOD ENDED MARCH 31, 2021**

**(n) Provisions**

A provision is recognized when an enterprise has a present obligation as a result of past event; it is probable that an outflow of resources will be required to settle the obligation, in respect of which a reliable estimate can be made. Provisions are not discounted to its present value and are determined based on best estimate required to settle the obligation at the Balance Sheet date. These are reviewed at each Balance Sheet date and adjusted to reflect the current best estimates.

**(o) Cash and Cash equivalents**

Cash and cash equivalents for the purposes of cash flow statement comprise cash at bank and in hand and short-term investments with an original maturity of three months or less.

**3. Additional Disclosure**

1. Freight Income are registered on accrual systems under bulk booking and on cash system under loose booking. All the direct and indirect expenses are accounted on accrual basis except telephone, mobile & electricity expenses which have been accounted on payment basis.
2. In the opinion of the management the current assets loans & advances and sundry debtors are approximately of the value stated if realized in the ordinary course of business. However, in respect of sundry debtors; dues to the tune of Rs 1,27,22,621/- are subject to litigation and cases are pending at NCLT.
3. Closing balance of sundry debtors, sundry creditors and deposit accounts are subject to confirmation and are taken as per books of accounts.
4. All the expenditure covered under section 40A (3) and section 40A(3A) read with rule 6DD which have not been verified due to non-availability /possession of necessary evidence by the company.
5. The secured loan balances from IIFL, Shriram Transport Finance Company Limited, HDFC Bank and Indusind Bank are subject to balance confirmation from banks and are taken as per books of accounts. Kotak Mahindra Bank had initiated auction of 3 flats against which it had disbursed loan. As per RT order dated. 15-02-2019 the claim settlement amount is Rs. 20 crores. The Company has partly paid the outstanding amount of the loan and still Rs. 4.80 cores are pending to be paid. However, Kotak Mahindra bank in its Cash Credit Account continues to charge interest which has not been considered in books as the settlement order has come from DRT.  
However, the bank has sold off 2 of the properties (Property No. 143 and Property No. 223) recover the loans and company has not accepted the same and filed a suit against the bank for unauthorized sale. Hence the said properties are still appearing in the books.
6. An amount to the tune of Rs 54738644 consisting of following
  - a. Rent & Maintenance receivable from the following for unauthorized usage of Company properties by them (+ Interest@24%)

Name	Amount of Rent (01.02.2015-06.02.2019)	Amount of Maintenance (01.02.2015-06.02.2019)
Ravindra Agarwal	Rs. 1,92,00,000/-	Rs. 20,02,638/-
Anand Agarwal	Rs. 96,00,000/-	Rs. 10,01,319/-



**SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED  
SCHEDULES FORMING PART OF ACCOUNTS  
FOR THE PERIOD ENDED MARCH 31, 2021**

- b. Unauthorized transfer from company's account directly to their personal account by following (+ Interest@24%).

Name	Amount Rs
Satish Agrawal	51,22,535.00
Arun Agrawal	25,57,791.00
Anand Agrawal	15,66,240.00

- c. Unauthorized withdrawal from company's account (+ Interest@24%)

Name	Amount Rs
Ravindra Agrawal	56,32,842.75
Anand Agrawal	56,32,842.75
Satish Agrawal	56,32,842.75
Arun Agrawal	56,32,842.75

7. The company has granted and taken unsecured loans to and from companies covered in the register maintained under section 189 of the Companies Act, 2013 in compliance with the provisions of section 188 of the companies act, 2013. However, the company has given temporary advance to director to the tune of Rs 1,20,09,910/- in contravention to section 185 for business exigency purpose.

**4. Related Party Disclosures**

**a) Key Management Personnel**

Name of the person	Relationship
Kamal Agarwal	Director
Ammeet Agarwal	Director
Akkash Agarwal	Director
Vimal Agarwal	Director
Girish Agarwal	Director

**b) Relatives Key Management Personnel**

Name of the person	Relationship
Sangeeta Agarwal	Wife of Director
Samiksha Agarwal	Wife of Director
Nupur Agarwal	Wife of Director
Pinky Agarwal	Sister of Director

**5. Deferred taxes**

Deferred income tax reflects the impact of timing difference between taxable income and accounting income originating during current year and reverse in subsequent periods. Deferred tax is measured using the tax rates and the tax laws enacted and substantively enacted at the reporting date.



**SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED  
SCHEDULES FORMING PART OF ACCOUNTS  
FOR THE PERIOD ENDED MARCH 31, 2021**

**6. Auditors Remuneration (excluding GST)**

(Amount in Rupees)

	As at March 31, 2021 Rupees	As at March 31, 2020 Rupees
Statutory Audit Fees	2,25,000	2,70,000
Tax Audit Fees	50,000	
GST Audit Fees	50,000	
Professional Fees	1,45,000	1,30,000
<b>Total</b>	<b>4,70,000</b>	<b>4,00,000</b>

7. **Dues to the Micro and Small Enterprises as per MSMED Act, 2006**  
As at March 31, 2021 no supplier has intimated the Company about its status as micro or small enterprises or its registration with the appropriate authority under 'The Micro, Small and Medium Enterprises Development Act, 2006'.
8. Balances with various parties are subject to confirmation.
9. **Previous Year Comparatives**  
Previous year's figures have been regrouped where necessary to confirm to this year's classification.

For and on behalf of the Board  
Supreme Transport Organisation Pvt Ltd

*[Signature]*  
Shri Kamal Agarwal  
Chairman & MG Director  
DIN : 1252090

*[Signature]*  
Captain Ammeet K. Agarwal  
Director  
DIN : 05293676

Date : 30-11-2021  
Place: Mumbai



## आरोपीनिहाय अपहार केलेल्या रकमेचा तक्ता

A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातुन आरोपीं विमल अगरवाल याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From HDFC Bank A/c No1045284000014 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	03/04/2018		60,00,000
02	21/05/2018		5,00,000
03	24/05/2018		5,00,000
04	20/06/2018		10,00,000
05	21/06/2018		5,00,000
06	22/06/2018		2,79,960
07	22/06/2018		45,000/-
		Total	88,24,960/-

From HDFC Bank A/c No 03302840000157 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	23/07/2018		1,45,000

From HDFC Bank A/c No 01662840000470 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	14/08/2018		1,39,980
02	28/09/2018		50,000
03	26/10/2018		55,000
04	08/07/2019		2,46,519
		Total	4,91,499/-

From HDFC Bank A/c No 03302840000140 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	06/11/2018		1,50,000

From HDFC Bank A/c No 04072840000053 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	13/11/2018	FT CR	75,000
02	15/12/2018	Two Months Rent	30,000

03	30/01/2019	Rent	15,000
04	28/02/2019	Rent	15,000
05	23/03/2019	Rent	15,000
06	27/03/2018	Rent	15,000
07	30/03/2019		25,000
08	17/04/2019		1,00,000
09	20/04/2019		50,000
10	09/05/2019	Rent	20,000
11	15/06/2019		45,000
12	29/06/2019	Rent	20,000
13	03/07/2019		5,90,000
14	16/07/2019		5,000
15	24/07/2019		20,000
16	24/07/2019		16,000
17	31/07/2019	TPT	20,000
18	31/07/2019	TPT	52,000
19	01/08/2019		3,75,000
20	09/08/2019		4,45,000
21	28/08/2019	Rent	20,000
22	05/09/2019		8,00,000
23	29/09/2019	Rent	20,000
24	15/08/2019	TPT	1,00,000
25	30/08/2018	Rent	20,000
26	15/10/2019		1,00,000
27	16/11/2019	TPT	5,00,000
28	21/11/2019	Rent	20,000
29	16/12/2019		5,00,000
30	20/12/2019	Rent	20,000
31	28/01/2020	Rent	20,000
32	07/02/2020	Rent	20,000
33	02/03/2020	Rent	20,000
34	21/03/2020	TPC	65,000
35	24/03/2020	Rent	20,000
36	01/04/2020		5,00,000
37	06/05/2020		50,000
38	06/05/2020	Rent	20,000
39	11/05/2020		1,50,000
40	02/06/2020	Rent	20,000
41	11/06/2020		76,000
42	06/07/2020	Rent	20,000
43	13/08/2020	Rent	20,000
44	24/09/2020	Rent	20,000
45	07/10/2020	Rent	20,000

46	06/11/2020		52,000
47	11/11/2020	Rent	20,000
48	31/12/2020	Rent	20,000
49	06/01/2021	Rent	20,000
50	15/03/2021	Rent	20,000
51	23/03/2021	Rent	20,000
52	26/03/2021	Rent	20,000
53	01/04/2021		5,25,000
54	04/05/2021		3,69,000
55	27/07/2021		8,000
56	27/07/2021		32,000
57	27/07/2021		25,500
58	27/07/2021		2,00,000
		Total	64,60,500/-

From PNB A/c No 10451131002901 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	04/03/2022		49,500
02	21/03/2022		2,94,693
03	01/05/2022		98,000
04	01/06/2022		99,000
05	06/07/2022		99,000
06	09/07/2022		2,69,996
		Total	8,11,189/-

From BOI A/c No 843720110000498 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	24/10/2019		7,85,000
02	04/01/2020		8,50,000
03	09/01/2020		11,50,000
04	01/06/2020		2,24,000
05	30/12/2020		2,50,000
		Total	32,59,000/-

B) संगीता एव्हीएशन कंपनीच्या बँक खात्यातून आरोपीं विमल अग्रवाल याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From DCB A/c No 00421300002745 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	02/04/2021		1,00,000
02	01/05/2021		1,00,000

03	01/06/2021		1,00,000
04	01/07/2021		1,00,000
05	02/08/2021		1,00,000
		Total	5,00,000/-

C) अमीत अगरवाल यांच्या बँक खात्यातून आरोपीं विमल अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From DCB A/c No 00410200001403 to Vimal Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/09/2021		1,00,000
02	01/01/2022		1,00,000
03	01/02/2022		1,00,000
04	02/03/2022		1,00,000
		Total	4,00,000/-

A	2,01,42,148
B	5,00,000
C	4,00,000
Total	2,10,42,148

A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातुन आरोपीं नुपुर अग्रवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From HDFC Bank A/c No10452840000014 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	22/06/2018	Three months rent	45,000
02	22/06/2018	Two months' Salary	78,456
		Total	1,23,456/-

From HDFC Bank A/c No 01662840000470 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	04/08/2018	Two Months Rent	30,000
02	14/08/2018	Salary	39,228
03	29/09/2018	Rent	15,000
		Total	81,228/-

From HDFC Bank A/c No 04072840000053 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	15/12/2018	Two Month Rent	30,000
02	30/01/2019	Rent	15,000
03	28/02/2019	Rent	15,000
04	23/03/2019	Rent	15,000
05	27/03/2019	Rent	15,000
06	28/03/2019	Rent	15,000
07	09/05/2019	Rent	20,000
08	29/06/2019	Rent	20,000
09	31/07/2019	Rent	20,000
10	28/08/2019	Rent	20,000
11	26/09/2019	Rent	20,000
12	30/10/2019	Rent	20,000
13	21/11/2019	Rent	20,000
14	20/12/2019	Rent	20,000
15	16/01/2020	Salary	39,228
16	20/01/2020	Salary	39,228
17	28/01/2020	Rent	20,000
18	28/01/2020	Salary	39,228
19	31/01/2020	Salary	39,228
20	07/02/2020	Rent	20,000
21	08/02/2020	Salary	39,228
22	18/02/2020	Salary	39,228
23	29/02/2020	Different of Salary for Six Months	4632

24	02/03/2020	Rent	20,000
25	06/03/2020	Salary	40,000
26	11/03/2020	Salary	40,000
27	15/03/2020	Salary	40,000
28	17/03/2020	Salary	40,000
29	21/03/2020	Salary	40,000
30	24/03/2020	Rent	20,000
31	24/03/2020	Salary	40,000
32	06/05/2020	Rent	20,000
33	02/06/2020	Rent	20,000
34	06/07/2020	Rent	20,000
35	13/08/2020	Rent	20,000
36	24/09/2020	Rent	20,000
37	07/10/2020	Rent	20,000
38	11/11/2020	Rent	20,000
39	31/12/2020	Rent	20,000
40	06/01/2021	Rent	20,000
41	15/03/2021	Rent	20,000
42	23/03/2021	Rent	20,000
43	26/03/2021	Rent	20,000
44	26/03/2021	From STOPL	40,000
		Total	10,70,772/-

From BOI A/c No 843720110000498 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	24/06/2020	NEFT	40,000
02	30/06/2020	NEFT	40,000
03	01/07/2020	NEFT	40,000
04	14/08/2020	NEFT	40,000
05	09/12/2020	NEFT	40,000
06	16/12/2020	NEFT	40,000
07	07/01/2021	NEFT	40,000
08	12/01/2021	NEFT	40,000
		Total	3,20,000/-

From PNB A/c No 10451131002901 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/05/2022	NEFT	98,000
02	01/06/2022	NEFT	99,000
03	06/07/2022	NEFT	99,000
		Total	2,96,000/-

B) संगीता एक्वीएशन कंपनीच्या बँक खात्यातुन आरोपीं नुपुर अग्रवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From PNB (Sangeeta) A/c No 10454015001858 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	31/03/2021	RTGS	3,17,600
02	02/04/2021	NEFT	1,00,000
03	01/05/2021	NEFT	1,00,000
		Total	5,17,600-

From DCB A/c No 00421300002745 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/06/2021	NEFT	1,00,000
02	01/07/2021	NEFT	1,00,000
03	02/08/2021	NEFT	1,00,000
		Total	3,00,000/-

C) अमीत अग्रवाल यांच्या बँक खात्यातुन आरोपीं नुपुर अग्रवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From DCB A/c No 00410200001403 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/09/2021	NEFT	1,00,000
02	01/01/2022	NEFT	1,00,000
03	01/02/2022	NEFT	1,00,000
04	02/03/2022	NEFT	1,00,000
		Total	4,00,000/-

From PNB A/c No 10452191004874 to Nupur Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/10/2021	NEFT	1,00,000
02	01/11/2021	NEFT	1,00,000
03	01/12/2021	NEFT	1,00,000
04	31/03/2022	NEFT	1,00,000
			4,00,000/-

A	18,91,456
B	8,17,600
C	8,00,000
Total	35,09,056

A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातून आरोपीं गिरीष आग्रवाल याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From HDFC Bank A/c No 0330284000014 to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	14/08/2018	Director Rem	1,39,980
02	06/11/2018		1,50,000
03	13/02/2020		10,000
04	20/02/2021		35,000
		Total	3,34,980/-

From HDFC Bank A/c No 00602340000085 to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	03/08/2018		1,85,750.49
02	30/09/2019		301.53
03	18/01/2021		1577.38
04	06/09/2021		3.54
05	21/11/2021		86,979.98
06	10/04/2022		16,835.22
07	20/05/2022		72,608.34
		Total	3,24,056.48/-

From HDFC Bank A/c No 03302840000157 to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	21/07/2018		1,50,000
		Total	1,50,000/-

From HDFC Bank A/c No 04072840000053 to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	03/01/2020	Rent	2,40,000
		Total	2,40,000/-

From PNB A/c No 10451131002901 to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/05/2022	NEFT	98,000
02	01/06/2022	NEFT	99,000
03	06/07/2022	NEFT	99,000
04		Total	2,96,000/-

B) संगीता एव्हीएशन कंपनीच्या बँक खात्यातून आरोपीं गिरीष अगरवाल याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From PNB A/c (Sangeeta) to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	31/03/2021	RTGS	8,93,250
Total			8,93,250/-

From DCB A/c 00421300002745 to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	02/04/2021	NEFT	1,00,000
02	01/05/2021	NEFT	1,00,000
03	01/06/2021	NEFT	1,00,000
04	01/07/2021	NEFT	1,00,000
05	02/08/2021	NEFT	1,00,000
Total			5,00,000/-

C) अमीत आग्रवाल यांच्या बँक खात्यातून आरोपीं गिरीष अगरवाल याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From DCB A/c 00410200001403 to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/01/2022	NEFT	1,00,000
02	01/02/2022	NEFT	1,00,000
03	02/03/2022	NEFT	1,00,000
Total			3,00,000/-

From PNB A/c 10452191004874 to Girish Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	04/09/2021	NEFT	1,00,000
02	01/10/2021	NEFT	1,00,000
03	01/11/2021	NEFT	1,00,000
04	01/12/2021	NEFT	1,00,000
05	02/04/2022	NEFT (Amit A/C entry 31/03/2022)	1,00,000
Total			5,00,000/-

A	13,45,036
B	13,93,250
C	8,00,000
Total	35,38,286

A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातुन आरोपीं समीक्षा अग्रवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From HDFC Bank A/c No 0407284000053 to Samixa Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	16/01/2020	Salary	43,970/-
02	20/01/2020	Salary	43,970
03	28/01/2020	Salary	43,970
04	31/01/2020	Salary	43,970
05	08/02/2020	Salary	43,970
06	18/02/2020	Salary	43,970
07	29/02/2020	Salary Difference	6180
08	06/03/2020	Salary	45,000
09	11/03/2020	Salary	45,000
10	15/03/2020	Salary	45,000
11	17/03/2020	Salary	45,000
12	21/03/2020	Salary	45,000
13	24/03/2020	Salary	45,000
		Total	5,40,000/-

From HDFC Bank A/c No 0330284000014 to Samixa Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	14/08/2018	Salary	43,970
		Total	43,970/-

PNB A/c No 10451131002901 to Samixa Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/05/2022	NEFT	98,000
02	01/06/2022	NEFT	99,000
03	06/07/2022	NEFT	99,000
		Total	2,96,000/-

B) संगीता एव्हीएशन कंपनीच्या बँक खात्यातुन आरोपीं समीक्षा अग्रवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From PNB (Sangeeta) to Samixa Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/05/2021	NEFT	1,00,000
02	02/04/2021	NEFT	1,00,000
03	31/03/2021	RTGS	5,95,500
		Total	7,95,500/-

From DCB A/c No 00421300002745 to Samixa Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/06/2021	NEFT	1,00,000
02	01/07/2021	NEFT	1,00,000
03	02/08/2021	NEFT	1,00,000
		Total	3,00,000/-

C) अमीत अगरवाल यांच्या बँक खात्यातुन आरोपीं समीक्षा अगरवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From DCB A/c No 00410200001403 to Samixa Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/01/2022	NEFT	1,00,000
02	01/02/2022	NEFT	1,00,000
03	03/03/2022	NEFT	1,00,000
		Total	3,00,000/-

From PNB A/c No 10452191004874 to Samixa Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	04/09/2021	NEFT	1,00,000
02	01/10/2021	NEFT	1,00,000
03	01/11/2021	NEFT	1,00,000
04	01/12/2021	NEFT	1,00,000
05	02/04/2022	NEFT (Amit A/c Entry 31/03/2022)	1,00,000
		Total	5,00,000/-

A	08,79,970
B	10,95,500
C	8,00,000
Total	27,75,470

A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातुन आरोपीं पिंगी आग्रवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From HDFC Bank A/c No 0407284000053 to Pinky Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	16/01/2020	Salary	43,970
02	20/01/2020	Salary	43,970
03	28/01/2020	Salary	43,970
04	31/01/2020	Salary	43,970
05	08/02/2020	Salary	43,970
06	18/02/2020	Salary	43,970
07	29/02/2020	Salary Different	6180
08	06/03/2020	Salary	45,000
09	11/03/2020	Salary	45,000
10	15/03/2020	Salary	45,000
11	17/03/2020	Salary	45,000
12	24/03/2020	Salary	45,000
13	26/03/2021		3,00,000
		Total	7,95,000/-

From PNB A/c No 10451131002901 to Pinky Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/05/2022	NEFT	98,000
02	01/06/2022	NEFT	99,000
03	06/07/2022	NEFT	99,000
		Total	2,96,000/-

From HDFC Bank A/c No 03302840000140 to Pinky Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	14/08/2018	Salary	43,970
		Total	43,970/-

B) संगीता एव्हीएशन कंपनीच्या बँक खात्यातुन आरोपीं पिंगी आग्रवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From PNB (Sangeeta) to Pinky Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	31/03/2021	RTGS	3,77,150
02	02/04/2021	NEFT	1,00,000
03	01/05/2021	NEFT	1,00,000
		Total	5,77,150/-

From DCB A/c No 00421300002745 to Pinky Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/06/2021	NEFT	1,00,000
02	01/07/2021	NEFT	1,00,000
03	02/08/2021	NEFT	1,00,000
		Total	3,00,000/-

C) अमीत आग्रवाल यांच्या बँक खात्यातून आरोपीं पिकी आग्रवाल हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From DCB A/c No 00410200001403 to Pinky Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/01/2022	NEFT	1,00,000
02	01/02/2022	NEFT	1,00,000
03	01/09/2021	NEFT	1,00,000
04	02/03/2022	NEFT	1,00,000
		Total	4,00,000/-

From PNB A/c No 10452191004874 to Pinky Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	01/10/2021	NEFT	86,611
02	01/11/2021	NEFT	1,00,000
03	01/12/2021	NEFT	1,00,000
04	02/04/2022	NEFT	1,00,000
		Total	3,86,611/-

A	11,34,970
B	8,77,150
C	7,86,611
Total	27,98,731

A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातुन आरोपीं स्वप्नील चव्हाण याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

Nil

B) संगीता एव्हीएशन कंपनीच्या बँक खात्यातुन आरोपीं स्वप्नील चव्हाण याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From DCB Bank A/c No 00421300002745 to Swapnil Chavan Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	18/03/2021	RTGS	5,00,000
02	18/03/2021	RETGS	10,00,000
03	18/03/2021	NEFT	18,64,000
		Total	33,64,000/-

From City Bank A/c No 0060246114 to Swapnil Chavan Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	15/11/2019	EFT	2,00,000
		Total	2,00,000/-

From HDFC Bank A/c No 50200008133578 to Swapnil Chavan Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	07/09/2021	MC Issued	8,91,000
		Total	8,91,000/-

C) अमीत आग्रवाल यांच्या बँक खात्यातुन आरोपीं स्वप्नील चव्हाण याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From DCB A/c No 00410200001403 to Swapnil Chavan Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	24/12/2021	IMPS	50,000
02	25/12/2021	NEFT	47,400
		Total	97,400/-

A	Nil
B	44,55,000
C	97,400
Total	45,52,400

- A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातुन आरोपीं स्नेहा बबन चव्हाण हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

Nil

- B) संगीता एव्हीएशन कंपनीच्या बँक खात्यातुन आरोपीं स्नेहा बबन चव्हाण हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From DCB Bank A/c No 00421300002745 to Sneha Chavan Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	04/07/2019	RTGS	3,00,000
02	31/08/2019	NEFT	2,00,000
03	15/11/2019	RTGS	2,50,000
04	12/03/2021	NEFT	5,00,000
05	13/03/2021	NEFT	8,32,000
06	16/03/2021	RTGS	17,82,000
		Total	38,64,000/-

From HDFC Bank A/c No 50200008133578 to Sneha Chavan Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	07/09/2021	RTGS	8,91,000
		Total	8,91,000/-

- C) अमीत आग्रवाल यांच्या बँक खात्यातुन आरोपीं स्नेहा बबन चव्हाण हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

Nil

A	Nil
B	47,55,000
C	Nil
Total	47,55,000

- A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातून आरोपी अतुल पांडे याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

Nil

- B) संगीता एव्हीएशन कंपनीच्या बँक खात्यातून आरोपी अतुल पांडे याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From DCB Bank A/c No 00421300002745 to Atul Pandey Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	31/08/2019	NEFT	2,00,000
02	06/09/2019	NEFT	1,00,000
03	09/09/2019	NEFT	1,00,000
04	14/09/2019	NEFT	1,00,000
05	21/10/2019	NEFT	1,50,000
06	23/10/2019	NEFT	50,000
07	14/11/2019	NEFT	50,000
08	15/06/2021	NEFT	1,00,000
09	31/07/2021	NEFT	25,000
10	07/08/2021	NEFT	50,000
Total			9,25,000/-

From HDFC Bank A/c No 50200008133578 to Atul Pandey Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	23/11/2021	NEFT	17,48,000
02	23/11/2021	NEFT	8,91,000
Total			26,39,000/-

- C) अमीत आग्रवाल यांच्या बँक खात्यातून आरोपी अतुल पांडे याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:-

From DCB A/c No 00410200001403 to Atul Pandey Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	27/08/2021	NEFT	70,000
Total			70,000/-

From PNB A/c No 10452191004874 to Atul Pandey Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	15/12/2021	NEFT	1,00,000
Total			1,00,000/-

A	Nil
B	35,64,000
C	1,70,000
Total	37,34,000

- A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातुन आरोपी रजनी पांडे हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

Nil

- B) संगीता एव्हीएशन कंपनीच्या बँक खात्यातुन आरोपी रजनी पांडे हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From DCB Bank A/c No 00421300002745 to Rajni Pandey Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	09/10/2020	NEFT	3,75,000
02	20/10/2020	NEFT	3,75,000
03	05/12/2020	NEFT	3,50,000
		Total	11,00,000

- C) अमीत अगरवाल यांच्या बँक खात्यातुन आरोपी रजनी पांडे हिच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

Nil

Total 11,00,000

A	Nil
B	11,00,000
C	Nil
Total	11,00,000

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A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातुन आरोपीं राजेश अगरवाल याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

Nil

B) संगीता एव्हीएशन कंपनीच्या बँक खात्यातुन आरोपीं राजेश अगरवाल याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From DCB A/c No 00421300002745 to Rajesh Agarwal Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	27/02/2019	NEFT	2,20,000
02	04/03/2019	NEFT	1,00,000
03	04/03/2019	NEFT	1,10,000
04	19/03/2019	IMPS	1,00,000
05	19/03/2019	RTGS	5,25,000
06	19/03/2019	NEFT	2,05,438
07	19/03/2019	NEFT	4,00,000
08	19/03/2019	NEFT	1,00,000
09	22/03/2019	NEFT	1,67,678
10	22/03/2019	NEFT	5,00,000
11	22/03/2019	RTGS	2,50,000
12	10/04/2019	NEFT	2,00,000
13	06/05/2019	NEFT	1,00,000
14	09/05/2019	NEFT	5,00,000
15	03/06/2019	IMPS	15,000
16	01/07/2019	IMPS	50,000
17	04/07/2019	NEFT	3,00,000
18	04/07/2019	IMPS	2,00,000
19	26/07/2019	RTGS	3,00,000
20	02/08/2019	RTGS	3,00,000
21	21/08/2019	NEFT	1,00,000
22	31/08/2019	NEFT	1,75,000
23	06/09/2019	IMPS	1,50,000
24	06/09/2019	NEFT	15,00,000
25	21/10/2019	NEFT	10,00,000
26	08/11/2019	NEFT	3,00,000
27	13/11/2019	NEFT	4,00,000
28	30/11/2019	NEFT	1,00,000
29	04/12/2019	NEFT	2,40,000
30	20/12/2019	NEFT	40,000
31	09/01/2020	IMPS	10,000
32	03/02/2020	NEFT	50,000

33	04/02/2020	NEFT	25,000
34	24/02/2020	NEFT	30,000
35	11/03/2020	NEFT	50,000
36	07/05/2020	NEFT	6,000
37	05/08/2020	NEFT	2,36,312
38	04/09/2020	NEFT	30,000
		Total	90,85,428/-

C) अमीत आग्रवाल यांच्या बँक खात्यातून आरोपी राजेश अगरवाल याच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

Nil
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A	Nil
B	90,85,428
C	Nil
Total	90,85,428

A) सुप्रिम ट्रान्सपोर्ट कंपनीच्या बँक खात्यातुन आरोपी बालाजी एंटरप्रायझेसच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

Nil

B) संगीता एव्हीएशन कंपनीच्या बँक खात्यातुन आरोपी बालाजी एंटरप्रायझेसच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

From DCB A/c No 00421300002745 to Balaji Enterprises Account			
Sr. No	Date	Transaction details (Narration)	Amount
01	04/07/2019	RTGS	2,50,000
02	05/07/2019	NEFT	2,50,000
03	16/08/2019	NEFT	3,20,960
04	21/08/2019	NEFT	20,000
05	21/08/2019	NEFT	1,80,000
06	06/09/2019	NEFT	4,60,200
07	06/09/2019	NEFT	7,78,249
08	23/10/2019	NEFT	3,00,000
09	30/11/2019	NEFT	1,55,350
		Total	27,14,759

C) अमीत अगरवाल यांच्या बँक खात्यातुन आरोपी राजेश अगरवाल यांच्या बँक खात्यामध्ये ट्रान्सफर झालेल्या रकमेचा तपशील:—

Nil

A	Nil
B	27,14,759
C	Nil
Total	27,14,759

आरोपीनिहाय अपहारीत रकमेची समरी

अ.क्र	आरोपीचे नाव	सुप्रीम ट्रान्सपोर्ट (A)	संगीता एन्हीएशन (B)	अमीत अगरवाल (C)	एकुण
०१	विमल अगरवाल	२,०१,४२,१४८	५,००,०००	४,००,०००	२,१०,४२,१४८/-
०२	नुपुर अगरवाल	१८,९१,४५६	८,१७,६००	८,००,०००	३५,०९,०५६/-
०३	गिरीष अगरवाल	१३,४५,०३६	१३,९३,२५०	८,००,०००	३५,३८,२८६/-
०४	समीक्ष अकरवाल	८,७९,९७०	१०,९५,५००	८,००,०००	२७,७५,४७०/-
०५	पिंकी अगरवाल	११,३४,९७०	८,७७,१५०	७,८६,६११	२७,९८,७३१/-
०६	स्वप्नील चव्हाण	—	४४,५५,०००	९७,४००	४५,५२,४००/-
०७	स्नेहा चव्हाण	—	४७,५५,०००	—	४७,५५,०००/-
०८	अतुल पांडे	—	३५,६४,०००	१,७०,०००	३७,३४,०००/-
०९	रजनी पांडे	—	११,००,०००	—	११,००,०००/-
१०	राजेश अगरवाल	—	९०,८५,४२८	—	९०,८५,४२८/-
११	बालाजी एटरप्रायझेस	—	२७,१४,७५९	—	२७,१४,७५९/-
				एकुण	५,९५,६५,२८३/-

Axisb/Andherieast/2023-24

Date: 23.6.23

To,  
Shri.Sandeep Shinde  
Asst. Police Inspector  
Sahar Police Station,  
Mumbai

Sub: Confirmation of attached letter from Sangeeta Aviation.

Dear Sir,

With respect to your letter dated 22.6.2023 seeking confirmation of receipt of a letter from Sangeeta Aviation issued to Axis Bank Ltd for intimation of funds transfer in account of Mr. Swapnil Baban Chavan A/c # 921010008877100 dated 22.03.2021, we would like to confirm that since the copy of the letter attached does not have any acknowledgement from Axis Bank, it is difficult to ascertain whether it was submitted to us or not. Hence, we cannot confirm on the same. Also we do not ask for such intimations from the third party.

For Axis Bank Ltd.



Authorized Signatory.

**SHRUTI TRIVEDI**  
**AVP & Operations Head**  
**Andheri (E) Branch (SOL-328)**  
Emp. No. 30200. S.S. No. 1810





सह्यार पोलीस ठाणे, मुंबई.  
Sahar Police Station, Mumbai.

Near Indian Oil Depot. Opp. Hotel ITC Grand Maratha,  
Sahar Road, Andheri (E), Mumbai-400099.  
Phone No.: 022-26829783, 26817485, Fax No. 022-26829784,  
E-mail: [ps.sahar.mum@mahapolice.gov.in](mailto:ps.sahar.mum@mahapolice.gov.in).

O.W. No. 2546/2023

Date: - 26/04/2023

**ORDER UNDER SEC. 102 &91 OF CRIMINAL PROCEDURE CODE, 1973**

To,

The Manager,  
HDFC Bank Limited  
Mumbai

**Sub.: Order to Debit freeze the account and produce documents  
under section 102 &91 CrPC.**

**Ref: Sahar Police Station, Mumbai, FIR No 155/2023  
Under Section 120(b), 408,409,477(a),420, 34 of IPC.**

**WHEREAS**, the above mentioned case is presently being investigated by the undersigned and,

**WHEREAS** it is reported during the investigation of the case that various accounts were opened by the accused persons with your bank, details of which are as under.

Sr. No	A/C No.	A/C Name
01	02721000019875	Vimal Agarwal
02	02721000018984	Nupur Agarwal
03	02721000019892	Girish Agarwal
04	02721000070214	Samixa Agarwal
05	02721000055437	Pinky Agarwal
06	12111140000459	Atul Pandey

**WHEREAS** during course of investigation it is disclosed that the above accounts were used by the accused persons for the purpose of siphoning off the proceeds of crime.

**WHEREAS** there is possibility of that the proceeds of crime is still deposited in the above accounts and therefore it is necessary that these accounts must be put under DEBIT FREEZE

**WHEREAS**, the following documents are required for the purpose of investigation of this case, you are hereby directed to produce or cause to be produced the following documents before the undersigned on 04.05.2023 at 11.00hrs at this office **without fail**.

1. Account Opening Forms, Specimen Signature Cards and updated Statements of Accounts from the date of opening till date of all bank accounts in the name of Vimal Agarwal, Nupur Agarwal, Girish Agarwal, Samixa Agarwal, Pinky Agarwal & Atul Pandey and their family members namely

2. Details of all Bank Lockers/FDR held by the above said persons in Bank.

3. All cheques, vouchers, instructions given by the above mentioned account holders regarding deposits/withdrawals/transfers of funds from/to the above said accounts of the above said persons.

4. Any other document found to be relevant with the bank accounts of the above said persons in Bank.

In view of the above you are therefore directed to debit freeze the aforesaid accounts instantly on receipt of this notice and inform this office immediately.

In case of any clarification, you may contact the undersigned over mobile No.9870285010.



*Sandeep Shinde*

(Sandeep Shinde)

Asst. Police Inspector &  
Investigation Officer,  
Sahar Police Station, Mumbai.

Copy submitted to

1) The Metropolitan Magistrate, court room No 63, Andheri Court, Mumbai.

Copy to

Mr. Vimal Agarwal, Mrs. Nupur Agarwal, Mr. Girish Agarwal, Mrs. Samixa Agarwal, Smt. Pinky Agarwal, & Mr. Atul Pandey

Email

SAHAR POLICE STATION

---

**Order to debit freeze of HDFC Accounts**

**From :** SAHAR POLICE STATION  
<ps.sahar.mum@mahapolice.gov.in>

Wed, Apr 26, 2023 03:37 PM

 1 attachment

**Subject :** Order to debit freeze of HDFC Accounts

**To :** lea communication <lea.communication@hdfcbank.com>

Please see our letter attached herewith

Regards  
(Sandeep Shinde)  
Asst. Police Inspector  
Sahar Police Station, Mumbai



---

 **Letter for Debit Freet.pdf**  
826 KB





सहार पोलीस ठाणे, मुंबई.  
**Sahar Police Station, Mumbai.**

Near Indian Oil Depot. Opp. Hotel ITC Grand Maratha,  
Sahar Road, Andheri (E), Mumbai-400099.  
Phone No.: 022-26829783, 26817485, Fax No. 022-26829784,  
E-mail: [ps.sahar.mum@mahapolice.gov.in](mailto:ps.sahar.mum@mahapolice.gov.in).

O.W. No. 2850/2023

Date: - 26/04/2023

**ORDER UNDER SEC. 102 & 91 OF CRIMINAL PROCEDURE CODE, 1973**

To,  
The Manager,  
Axis Bank Limited  
Mumbai

**Sub.: Order to Debit freeze the account and produce documents  
under section 102 & 91 CrPC.**

**Ref: Sahar Police Station, Mumbai, FIR No 155/2023  
Under Section 120(b), 408, 409, 477(a), 420, 34 of IPC.**

WHEREAS, the above mentioned case is presently being investigated by the undersigned and,

WHEREAS it is reported during the investigation of the case that various accounts were opened by the accused persons with your bank, details of which are as under.

Sr. No	A/C No.	A/C Name
01	921010008877100	Swapnil Baban Chavan

WHEREAS, during course of investigation it is disclosed that the above accounts were used by the accused persons for the purpose of siphoning off the proceeds of crime.

WHEREAS there is possibility of that the proceeds of crime is still deposited in the above accounts and therefore it is necessary that these accounts must be put under DEBIT FREEZE

NO LOCKER.  
NO FDR  
IN A/C UNF

STATEMENT  
AND  
ACCOUNT OPENING  
FORM  
PROVIDED.  
AS 26/4/2023



AS ON  
26/4/2023  
13:42  
PM

**WHEREAS**, the following documents are required for the purpose of investigation of this case, you are hereby directed to produce or cause to be produced the following documents before the undersigned on 04.05.2023 at 11.00hrs at this office **without fail**.

1. Account Opening Forms, Specimen Signature Cards and updated Statements of Accounts from the date of opening till date of all bank accounts in the name of Swapnil Baban Chavan and his family members namely

2. Details of all Bank Lockers/FDR held by the above said persons in Bank

3. All cheques, vouchers, instructions given by the above mentioned account holders regarding deposits/withdrawals/transfers of funds from/to the above said accounts of the above said persons.

4. Any other document found to be relevant with the bank accounts of the above said persons in Bank

In view of the above you are therefore directed to debit freeze the aforesaid accounts instantly on receipt of this notice and inform this office immediately.

In case of any clarification, you may contact the undersigned over mobile No.9870285010.



(Sandeep Shinde)

Asst. Police Inspector &  
Investigation Officer,  
Sahar Police Station, Mumbai.

Copy submitted to

1) The Metropolitan Magistrate, court room No 63, Andheri Court, Mumbai.

Copy to

1) Mr. Swapnil Baban Chavan



**Name:** Swapnil Baban Chavan

**Date Of Birth:** 14/11/1988

**Gender:** M

**UID No:** xxxxxxxx4435

**Address Line 1:** S/O: Baban Chavan, Chavan  
House, Marol Marosh

**Address Line 2:** i Road, Marol

**Address Line 3:**

**Landmark:** Opp-I.C.I.C.I Bank

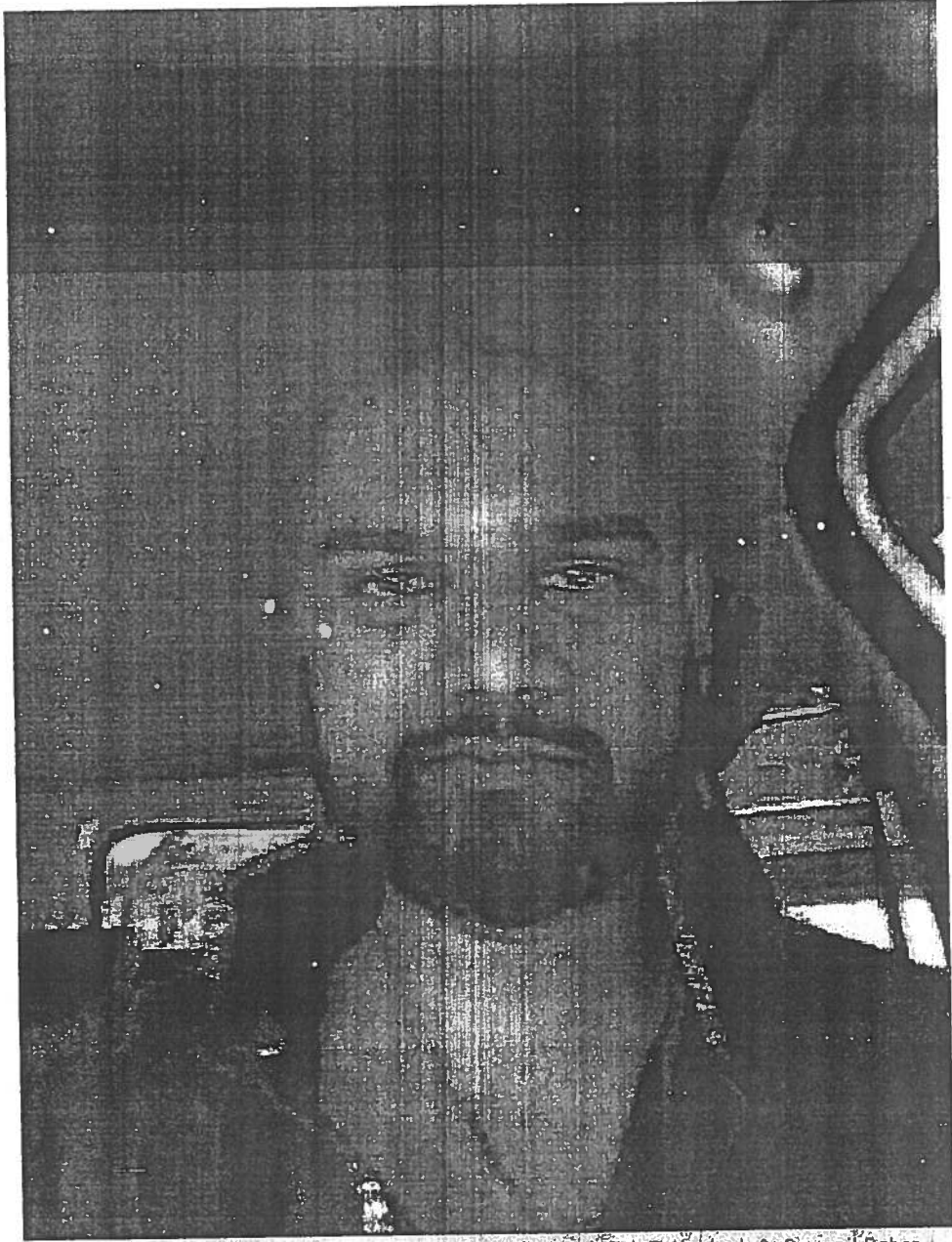
**Pincode:** 400059

**City:** Mumbai Suburban

**State:** Maharashtra

**Country:** INDIA





Emp ID: 278646 | E: Neetu | G: Swápníl Baban ...  
18 Mar 21 - 02:59 PM

**Name:** Swapnil Baban Chavan

**Date Of Birth:** 14/11/1988

**Gender:** M

**UID No:** xxxxxxxx4435

**Address Line 1:** S/O: Baban Chavan, Chavan House, Marol Maroshi.

**Address Line 2:** Road, Marol

**Address Line 3:**

**Landmark:** Opp-10, C.I Bank

**Pincode:** 400059

**City:** Mumbai Suburban

**State:** Maharashtra

**Country:** INDIA





**SWAPNIL BABAN CHAVAN**

Joint Holder :-

S/O: BABAN CHAVAN, CHAVAN HOUSE, MAROL MAROSH  
I ROAD, MAROL  
,MUMBAI SUBURBANOPP-I.C.I.C.I BANK  
MUMBAI  
MAHARASHTRA-INDIA  
400059

Customer ID :904905620  
IFSC Code :UTIB0000328  
MICR Code :400211029  
Nominee Registered : N

Registered Mobile No :XXXXXXX7096  
Registered Email ID:S.XXXX4N@GMAIL.COM  
Scheme :EASYACCESS SAVINGS ACCOUNT

PAN :AJDPC8248C

**Statement of Axis Account No :921010008877100 for the period (From : 01-02-2021 To : 31-01-2022)**

Tran Date	Chq No	Particulars	Debit	Credit	Balance	Init. Br
		<b>OPENING BALANCE</b>			<b>.00</b>	
16-03-2021		ACCFUND-LEdVlspOMsrOt6MN-16032021231017		590.00	590.00	100
17-03-2021		Dr Card Charges ISSUE 4317XXXXXXXXX9337	590.00		.00	328
18-03-2021		RTGS/DCBLH21077003025/SANGEETA/DEVELOPME/URGENT		500000.00	500000.00	248
18-03-2021		RTGS/DCBLH21077009585/SANGEETA/DEVELOPME/test6/		1000000.00	1500000.00	248
18-03-2021		NEFT/000001077014/SANGEET/DCB BAN/URGENT		1864000.00	3364000.00	248
31-03-2021	730763	BRN-TO CASH CASH/ANDHERI(E), MUMBAI [MH]	2000000.00		1364000.00	328
31-03-2021		CASH TRANSACTION CHARGES	10620.00		1353380.00	328
31-03-2021		921010008877100:Int.Pd:12-03-2021 to 31-03-2021		3706.00	1357086.00	328
05-04-2021	730765	SAK/CASH WDL/SAK231499903/328/ANDHERI(E/SELF	200000.00		1157086.00	328
06-04-2021	730766	SAK/CASH WDL/SAK231744154/328/ANDHERI(E/SELF	200000.00		957086.00	328
08-04-2021	730770	SAK/CASH WDL/SAK232254362/328/ANDHERI(E/SELF	200000.00		757086.00	328
08-04-2021	730767	SAK/CASH WDL/SAK232265780/328/ANDHERI(E/SELF	200000.00		557086.00	328
08-04-2021	730768	SAK/CASH WDL/SAK232266218/328/ANDHERI(E/SELF	200000.00		357086.00	328
09-04-2021	730771	SAK/CASH WDL/SAK232476986/328/ANDHERI(E/SELF	200000.00		157086.00	328
12-04-2021	730772	SAK/CASH WDL/SAK232766145/328/ANDHERI(E/SELF	110000.00		47086.00	328
12-04-2021		ATM-CASH-AXIS/AWCW32813/6946/120421/MUMBAI	10000.00		37086.00	328
12-04-2021		ATM-CASH-AXIS/CPRH06411/5061/120421/GREATER MU	10000.00		27086.00	328
12-04-2021		ATM-CASH-AXIS/CPRH06411/5062/120421/GREATER MU	10000.00		17086.00	328
12-04-2021		ATM-CASH-AXIS/CPRH06411/5064/120421/GREATER MU	10000.00		7086.00	328
12-04-2021		ATM-CASH-AXIS/CPRH06411/5065/120421/GREATER MU	7000.00		86.00	328
18-04-2021		GST @18% on Charge	13.12		72.88	328
18-04-2021		Consolidated Charges for A/c	72.88		.00	328
01-07-2021		921010008877100:Int.Pd:01-04-2021 to 30-06-2021		767.00	767.00	328
18-07-2021		GST @18% on Charge	117.00		650.00	328



18-07-2021		Consolidated Charges for A/c	650.00		.00	328
06-09-2021		CLG/000134/040921/HDFC BANK LT		891000.00	891000.00	2567
06-09-2021		BRN-OW RTN CLG: REJECT:134:20-PAYMENT STOPPED BY T	891000.00		.00	2567
01-10-2021		921010008877100:Int.Pd:01-07-2021 to 30-09-2021		1.00	1.00	328
24-10-2021		GST @18% on Charge	.15		.85	328
24-10-2021		Consolidated Charges for A/c	.85		.00	328
		<b>TRANSACTION TOTAL</b>	<b>4260064.00</b>	<b>4260064.00</b>		
		<b>CLOSING BALANCE</b>			<b>.00</b>	

Unless the constituent notifies the bank immediately of any discrepancy found by him/her in this statement of Account, it will be taken that he/she has found the account correct.

The closing balance as shown/displayed includes not only the credit balance and / or overdraft limit, but also funds which are under clearing. It excludes the amount marked as lien, if any. Hence the closing balance displayed may not be the effective available balance. For any further clarifications, please contact the Branch.

We would like to reiterate that, as a policy, Axis Bank does not ask you to part with/disclose/revalidate of your iConnect passord,login id and debit card number through emails OR phone call Further,we would like to reiterate that Axis Bank shall not be liable for any losses arising from you sharing/disclosing of your login id, password and debit card number to anyone. Please co-operate by forwarding all such suspicious/spam emails, if received by you, to customer.service@axisbank.com

With effect from 1st August 2016, the replacement charges for Debit card and ATM card applicable on Current accounts have been revised. To know more about the applicable charges,please visit www.axisbank.com

Deposit Insurance and Credit Guarantee Corporation (DICGC) insurance cover is applicable in all Banks' deposits, such as savings, current, fixed, recurring etc\* up to maximum amount of Rs 5 Lakh including principal & interest both\* (\* or exceptions and details please refer www.dicgc.org.in )

In compliance with regulatory guidelines, the non-CTS cheque books attached to the accounts would be destroyed in banks core banking System. Thus, Non CTS cheques will not be valid for CASH, Clearing and Transfer transactions

REGISTERED OFFICE - AXIS BANK LTD,TRISHUL,Opp. Samartheswar Temple, Near Law Garden, Ellisbridge, Ahmedabad . 380006.This is a system generated output and requires no signature.

BRANCH ADDRESS - AXIS BANK LTD, ANDHERI(E), MUMBAI [MH], CORPORATE CENTRE,CT271, ANDHERI KURLA ROAD, , 400059, MUMBAI, MAHARASHTRA, INDIA. TEL:022-28224255/56 FAX:28224261

**Legends :**

ICONN - Transaction trough Internet Banking

VMT-ICON - Visa Money Transfer through Internet Banking

AUTOSWEEP - Transfer to linked fixed deposit

REV SWEEP - Interest on Linked fixed Deposit

SWEEP TRF - Transfer from Linked Fixed Deposit / Account

VMT - Visa Money Transfer through ATM

CWDR - Cash Withdrawal through ATM

PUR - POS purchase

TIP/ SCG - Surcharge on usage of debit card at pumps/railway ticket purchase or hotel tips

RATE.DIFF - Difference in rates on usage of card internationally

CLG - Cheque Clearing Transaction

EDC - Credit transaction through EDC Machine

SETU - Seamless electronic fund transfer through AXIS Bank

Int.pd - Interest paid to customer

Int.Coll - Interest collected from the customer



++++ End of Statement +++++



सहारा पोलीस ठाणे, मुंबई.  
Sahar Police Station, Mumbai.

Near Indian Oil Depot. Opp. Hotel ITC Grand Maratha,  
Sahar Road, Andheri (E), Mumbai-400099.  
Phone No.: 022-26829783, 26817485, Fax No. 022-26829784,  
E-mail: [ps.sahar.mum@mahapolice.gov.in](mailto:ps.sahar.mum@mahapolice.gov.in).

O.W. No. 2848/2023

Date: - 26/04/2023

**ORDER UNDER SEC. 102 & 91 OF CRIMINAL PROCEDURE CODE, 1973**

To,  
The Manager,  
Saraswat Bank Limited  
Mumbai

**Sub.: Order to Debit freeze the account and produce documents  
under section 102 & 91 CrPC.**

**Ref: Sahar Police Station, Mumbai, FIR No 155/2023  
Under Section 120(b), 408, 409, 477(a), 420, 34 of IPC.**

**WHEREAS**, the above mentioned case is presently being investigated by the undersigned and,

**WHEREAS** it is reported during the investigation of the case that various accounts were opened by the accused persons with your bank, details of which are as under.

Sr. No	A/C No.	A/C Name
01	013200128873557	Sneha Baban Chavan

**WHEREAS** during course of investigation it is disclosed that the above accounts were used by the accused persons for the purpose of siphoning off the proceeds of crime.

**WHEREAS** there is possibility of that the proceeds of crime is still deposited in the above accounts and therefore it is necessary that these accounts must be put under DEBIT FREEZE



Recd. by  
26.4.23  
13:03 PM  
Juno

**WHEREAS**, the following documents are required for the purpose of investigation of this case, you are hereby directed to produce or cause to be produced the following documents before the undersigned on 04.05.2023 at 11.00hrs at this office **without fail**.

1. Account Opening Forms, Specimen Signature Cards and updated Statements of Accounts from the date of opening till date of all bank accounts in the name of Sneha Baban Chavan and her family members namely
2. Details of all Bank Lockers/FDR held by the above said persons in Bank.
3. All cheques, vouchers, instructions given by the above mentioned account holders regarding deposits/withdrawals/transfers of funds from/to the above said accounts of the above said persons.
4. Any other document found to be relevant with the bank accounts of the above said persons in Bank

In view of the above you are therefore directed to debit freeze the aforesaid accounts instantly on receipt of this notice and inform this office immediately.

In case of any clarification, you may contact the undersigned over mobile No.9870285010.



(Sandeep Shinde)

Asst. Police Inspector &  
Investigation Officer,  
Sahar Police Station, Mumbai.

Copy submitted to

- 1) The Metropolitan Magistrate, court room No 63, Andheri Court, Mumbai.

Copy to

- 1) Mrs.Sneha Baban Chavan





सहार पोलीस ठाणे, मुंबई.  
**Sahar Police Station, Mumbai.**

Near Indian Oil Depot. Opp. Hotel ITC Grand Maratha,  
Sahar Road, Andheri (E), Mumbai-400099.  
Phone No.: 022-26829783, 26817485, Fax No. 022-26829784,  
E-mail: [ps.sahar.mum@mahapolice.gov.in](mailto:ps.sahar.mum@mahapolice.gov.in).

O.W. No. 2547/2023

Date: - 26/04/2023

**ORDER UNDER SEC. 102 & 91 OF CRIMINAL PROCEDURE CODE, 1973**

To,  
The Manager,  
ICICI Bank Limited  
Mumbai

**Sub.: Order to Debit freeze the account and produce documents  
under section 102 & 91 CrPC.**

**Ref: Sahar Police Station, Mumbai, FIR No 155/2023  
Under Section 120(b), 408, 409, 477(a), 420, 34 of IPC.**

**WHEREAS**, the above mentioned case is presently being investigated by the undersigned and,

**WHEREAS** it is reported during the investigation of the case that various accounts were opened by the accused persons with your bank, details of which are as under.

Sr. No	A/C No.	A/C Name
01	104401531869	Swapnil Chavan
02	623501540474	Rajesh Agarwal

**WHEREAS** during course of investigation it is disclosed that the above accounts were used by the accused persons for the purpose of siphoning off the proceeds of crime.

**WHEREAS** there is possibility of that the proceeds of crime is still deposited in the above accounts and therefore it is necessary that these accounts must be put under DEBIT FREEZE

**WHEREAS**, the following documents are required for the purpose of investigation of this case, you are hereby directed to produce or cause to be produced the following documents before the undersigned on 04.05.2023 at 11.00hrs at this office **without fail**.

1. Account Opening Forms, Specimen Signature Cards and updated Statements of Accounts from the date of opening till date of all bank accounts in the name of Swapnil Chavan & Rajesh Agarwal and their family members namely

2. Details of all Bank Lockers/FDR held by the above said persons in Bank.

3. All cheques, vouchers, instructions given by the above mentioned account holders regarding deposits/withdrawals/transfers of funds from/to the above said accounts of the above said persons.

4. Any other document found to be relevant with the bank accounts of the above said persons in Bank

In view of the above you are therefore directed to debit freeze the aforesaid accounts instantly on receipt of this notice and inform this office immediately.

In case of any clarification, you may contact the undersigned over mobile No.9870285010.

*Sandeep*

(Sandeep Shinde)

Asst. Police Inspector &  
Investigation Officer,  
Sahar Police Station, Mumbai.

Copy submitted to

1) The Metropolitan Magistrate, court room No 63, Andheri Court, Mumbai.

Copy to

- 1) Mr. Swapnil Chavan
- 2) Mr. Rajesh Agarwal



Priti Naik  
8879658795.

priti.naik@icicibank.com

Email

SAHAR POLICE STATION

---

**Order to Debit Freeze of ICICI Account**

---

**From :** SAHAR POLICE STATION  
<ps.sahar.mum@mahapolice.gov.in>

Wed, Apr 26, 2023 03:43 PM

 1 attachment

**Subject :** Order to Debit Freeze of ICICI Account

**To :** priti naik <priti.naik@icicibank.com>

Pleas our letter attached herewith

Regards  
(Sandeep Shinde)  
Asst. Police Inspector  
Sahar Police Station, Mumbai

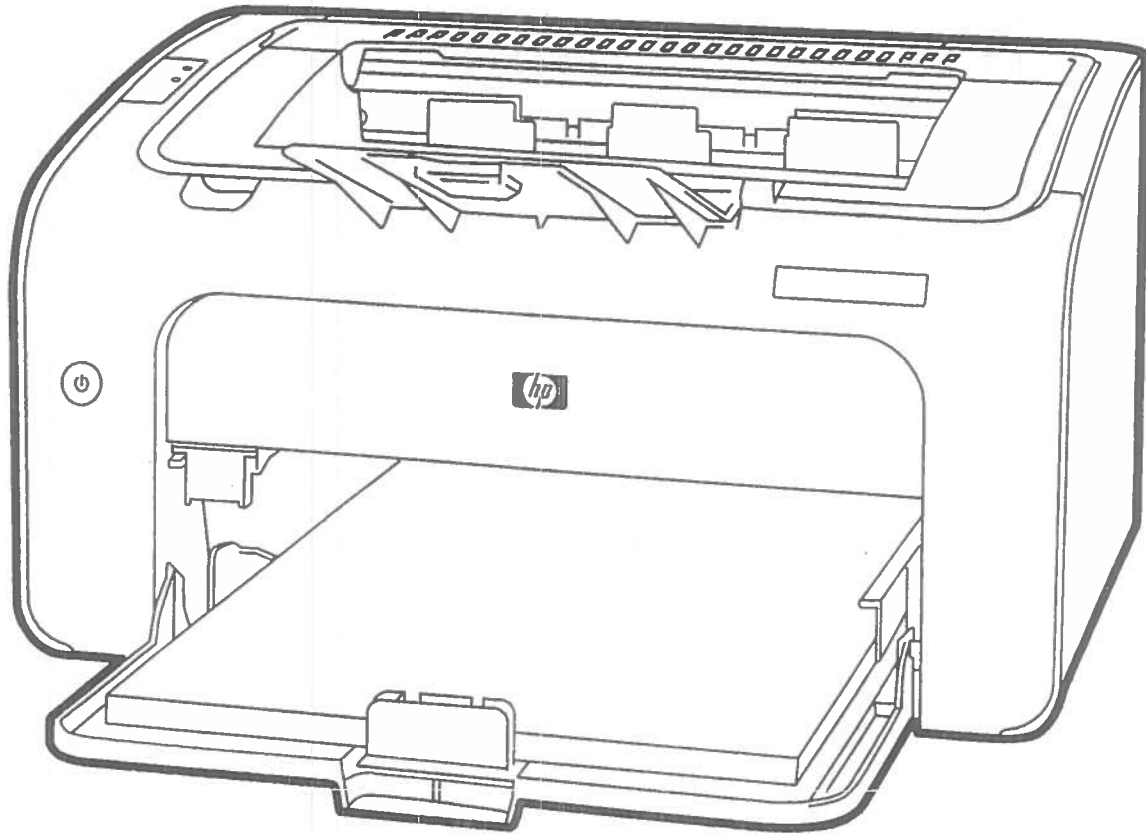
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 **Letter for Debit Freeze of ICICI Account.pdf**  
808 KB

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up to  
19 PPM/18 PPM



Technology<sup>2</sup>

Auto-Off/Auto-On



Technology

<sup>1</sup> For Windows only

<sup>2</sup> First page out in less than 8.5 seconds



सहार पोलीस ठाणे, मुंबई.

**Sahar Police Station, Mumbai.**

Near Indian Oil Depot. Opp. Hotel ITC Grand Maratha,

Sahar Road, Andheri (E), Mumbai-400099.

Phone No.: 022-26829783, 26817485, Fax No. 022-26829784,

E-mail: [ps.sahar.mum@mahapolice.gov.in](mailto:ps.sahar.mum@mahapolice.gov.in).

O.W. No. 2549/2023

Date: - 26/04/2023

**ORDER UNDER SEC. 102 & 91 OF CRIMINAL PROCEDURE CODE, 1973**

To,  
The Manager,  
Punjab National Bank  
Mumbai

**Sub.: Order to Debit freeze the account and produce documents under section 102 & 91 CrPC.**

**Ref: Sahar Police Station, Mumbai, FIR No 155/2023  
Under Section 120(b), 408, 409, 477(a), 420, 34 of IPC.**

**WHEREAS**, the above mentioned case is presently being investigated by the undersigned and,

**WHEREAS** it is reported during the investigation of the case that various accounts were opened by the accused persons with your bank, details of which are as under.

Sr. No	A/C No.	A/C Name
01	1565000100131966,	Rajni Surendra Pandey

**WHEREAS** during course of investigation it is disclosed that the above accounts were used by the accused persons for the purpose of siphoning off the proceeds of crime.

**WHEREAS** there is possibility of that the proceeds of crime is still deposited in the above accounts and therefore it is necessary that these accounts must be put under DEBIT FREEZE

**WHEREAS**, the following documents are required for the purpose of investigation of this case, you are hereby directed to produce or cause to be produced the following documents before the undersigned on 04.05.2023 at 11.00hrs at this office **without fail**.

1. Account Opening Forms, Specimen Signature Cards and updated Statements of Accounts from the date of opening till date of all bank accounts in the name of Sneha Baban Chavan and her family members namely

2. Details of all Bank Lockers/FDR held by the above said persons in Bank .

3. All cheques, vouchers, instructions given by the above mentioned account holders regarding deposits/withdrawals/transfers of funds from/to the above said accounts of the above said persons.

4. Any other document found to be relevant with the bank accounts of the above said persons in Bank

In view of the above you are therefore directed to debit freeze the aforesaid accounts instantly on receipt of this notice and inform this office immediately.

In case of any clarification, you may contact the undersigned over mobile No.9870285010.

  
(Sandeep Shinde)

Asst. Police Inspector &  
Investigation Officer,  
Sahar Police Station, Mumbai.

Copy submitted to

1) The Metropolitan Magistrate, court room No 63, Andheri Court, Mumbai.

Copy to

1) Mrs.Sneha Baban Chavan



Ramamohan Rao - Sr. mgr

9848634229.

BD1565@pnb.co.in.

**Email**

---

**Order to Debit Freeze of PNB Account**

---

Wed, Apr 26, 2023 03:46 PM

**From :** SAHAR POLICE STATION  
<ps.sahar.mum@mahapolice.gov.in>

📎 1 attachment

**Subject :** Order to Debit Freeze of PNB Account

**To :** bo1565@pnb.co.in

Pleas our letter attached herewith

Regards  
(Sandeep Shinde)  
Asst. Police Inspector  
Sahar Police Station, Mumbai

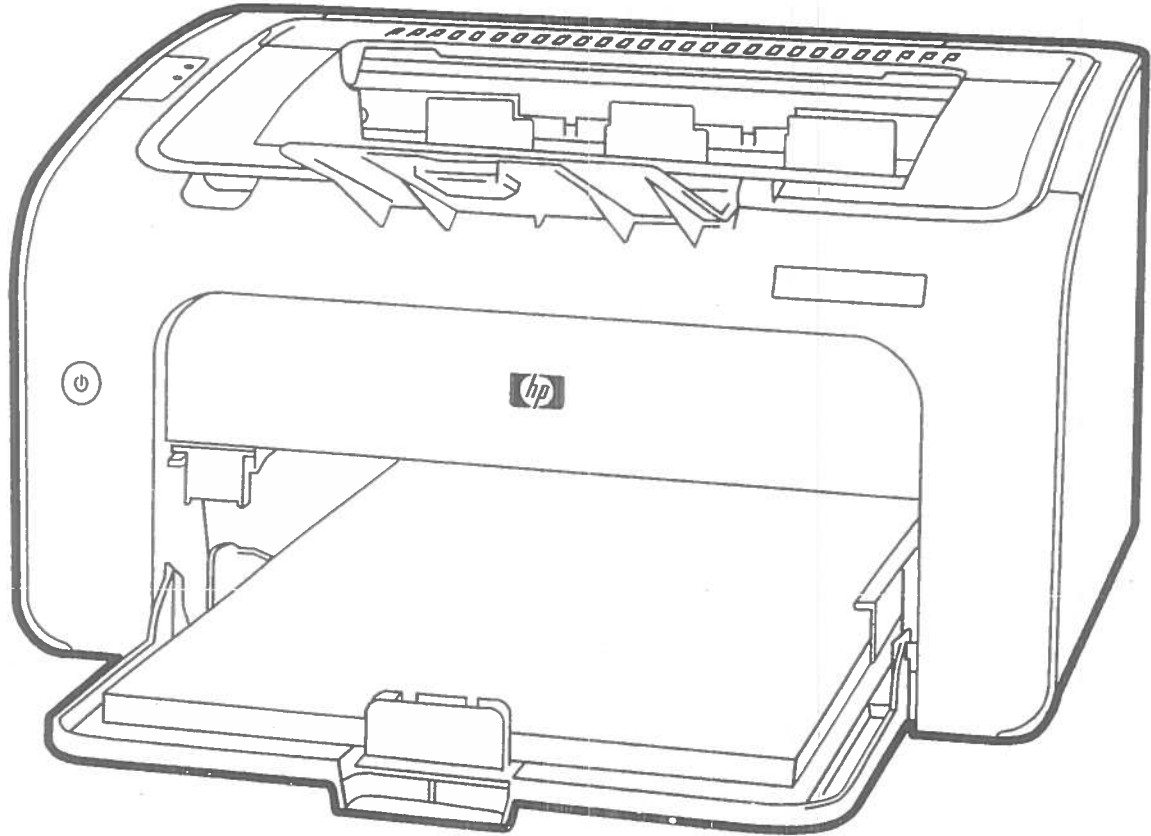
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📎 **Letter for Debit Freeze of PNB Account.pdf**  
747 KB

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# LASERJET PROFESSIONAL P1100 Printer Series



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<sup>1</sup> For Windows only

<sup>2</sup> First page out in less than 8.5 seconds



सहारा पोलीस ठाणे, मुंबई.  
Sahar Police Station, Mumbai.

Near Indian Oil Depot. Opp. Hotel ITC Grand Maratha,  
Sahar Road, Andheri (E), Mumbai-400099.  
Phone No.: 022-26829783, 26817485, Fax No. 022-26829784,  
E-mail: [ps.sahar.mum@mahapolice.gov.in](mailto:ps.sahar.mum@mahapolice.gov.in).

O.W. No. ३९४ | /2023

Date:- 06/07/2023

प्रति,

मा. आयुक्त  
इनकम टॅक्स भवन  
चर्चगेट, मुंबई-४००००२

विषय :- TDS सर्टीफिकेटची तपासणी होऊन अहवाल मिळणे बाबत.

महोदय,

सहारा पोलीस ठाणे, मुंबई येथे दिनांक २५/०४/२०२३ रोजी गु.र.क्र १५५/२०२३ कलम १२०(ब), ४०८, ४०९, ४७७(अ), ४२०, ३४ भादवि अन्वये गुन्हा नोंद करण्यात आला आहे.

उपरोक्त गुन्हातील अटक आरोपी स्वप्नील बबन चव्हाण याने तपासा दरम्यान पोलीसांना खालील नमुद टी.डी.एस. सर्टीफिकेट सादर केलेले आहेत. तसेच टी.डी.एस कापुन (कपात करुन) तक्रारदार कंपनीने आरोपी स्वप्नील चव्हाण याला रक्कम दिलेली आहे असा दावा केला आहे.

पोलीसांनी सदर टी.एस.सर्टीफिकेटचे अवलोकन केले असता ते खोटे असावेत असा संशय आहे. तरी सदरचे टी.टी.एस. सर्टीफिकेट तपासणी करिता आपले कार्यालयास पाठविण्यात येत आहेत.

1. TDS Certificate, Issued in the name of Swapnil Baba Chavan For Finaincail Yerar 2017-2018
2. TDS Certificate, Issued in the name of Swapnil Baba Chavan For Finaincail Yerar 2018-2019
3. TDS Certificate, Issued in the name of Swapnil Baba Chavan For Finaincail Yerar 2019-2020
4. TDS Certificate, Issued in the name of Swapnil Baba Chavan For Finaincail Yerar 2020-2021

तरी उपरोक्त नमुद चारही टी.डी.एस. सर्टीफिकेटची खालील मुद्या प्रमाणे तपासणी होऊन अहवाल मिळणेस विनंती आहे.

- १) नमुद टी.डी.एस. सर्टीफिकेटची तपासणी करुन ते खरे आहेत किंवा कसे? याबाबतची माहिती देण्यात यावी.
- २) नमुद टी.टी.एस. सर्टीफिकेट मध्ये नमुद करण्यात आलेली रक्कम संगीता एव्हीएशन प्रा लि या कंपनीकडुन (TAN No MUM-80051G) इनकम टॅक्स विभागाला भरलेली आहे किंवा कसे?



आपला विश्वासु

*(संदीप शिंदे)*

सहाय्यक पो. निरीक्षक  
सहारा पोलीस ठाणे, मुंबई

BA 567/2023

1

MHCC050034232023



IN THE COURT OF SESSIONS AT DINDOSHI  
(BORIVALI DIVISION), GOREGAON, MUMBAI

CRIMINAL BAIL APPLICATION NO. 567 OF 2023

Mr. Girish Agarwal,  
Age : 40 yrs., Occupation :  
R/o : Keval Kunj Apartment, Sec. 13,  
Rohini, Near D. D. Club,  
Delhi : 110 085

..Applicant

Vs

The State of Maharashtra,  
( through Sahar Police Station )

..Respondent

Ld. Adv. A.M. Saraogi, for the applicant.  
Ld. APP P.K. Mahajan, for the State.  
Ld. Adv. Pokharkar, for the intervener.

CORAM : H.H. THE ADDITIONAL SESSIONS JUDGE  
DR. (SMT.) SRISHTY NEELKANTH (C.R.NO.4)

DATE : 19<sup>th</sup> July, 2023

ORDER

This is an application for releasing the applicant on bail, in respect of C. R. No. 155 of 2023 registered with Sahar Police Station, for the offences punishable under Sections 408, 409, 477-A, 420 read with

120(B) and 34 of the Indian Penal Code.

2 At the instance of the informant the aforesaid offence came to be registered.

The facts of the case as appears from the FIR are that :-

The informant is the Chairman and the Executive Director of Supreme Transport Pvt. Ltd. and Sangeeta Aviation Service Pvt. Ltd. Apart from the informant, his father, his younger brother, other co-accused namely Vimal Agarwal and Girish Agarwal ( the applicant herein ) are also the Directors in Supreme Transport Pvt. Ltd. The main business of the said company is road transport and air transport of goods. The company owns some vehicles and aircraft. Apart from this, vehicles are taken on rent basis as required for the business of the company. The main office of the said company is at Mumbai and its branches and divisional offices are at Panvel, Kalamoli, Rajasthan, Gujarat, Delhi and Bangalore. Vimal Agarwal and Girish Agarwal are the cousins of the informant and reside at Bangalore and Delhi respectively. Both of them stay in Mumbai for a few days every month and participate in the day-to-day affairs of the company.

3 Supreme Transport Pvt. Ltd. company is running in loss since 2012. The entire work of both these companies are being looked after from the office situated at Andheri (E). National Company Law Tribunal ( N.C.L.T. ) by an order dated 10.08.2021 had declared Sangeeta Aviation Service Pvt. Ltd. Company as an insolvent. Appeal against the Impugned Order of the N.C.L.T. is subjudice before the Appellate Court. In the year 2014, one of the co-accused namely Varun Ramesh Kakriya was appointed

as an Assistant. In the year 2016, other co-accused Kamlesh Bhairav Tatawat was appointed as Chief Finance Officer and his cousin brother Mukesh Bhairav Tatawat was appointed as Chief Operation Officer in the company of the informant. As the informant had to often go abroad and to various other places in India, therefore, to look after the financial affairs of both the companies, the entire responsibility was handed over to Kamlesh Bhairav Tatawat. The old friends of the informant i.e. Swapnil Chavan and Atul Pandey also used to visit the office of the company.

4 As a CEO of the company, in the month of July 2022, the informant came to know that some amount was to be recovered from Nippon Ltd. Company. Therefore, after issuing several e-mail correspondence, the informant was informed on 26.08.2022 by the officials of Nippon Company Ltd. that on 26.07.2022, they had deposited Rs. 3,22,616/- in the Bank of India account of the company. The informant also came to know that on 27.07.2022, Rs. 3,23,278/- came to be transferred from the said account in the bank account of Vimal Agarwal. After enquiry, the informant came to know that there had been misappropriation of huge amount in the company. The informant, therefore, enquired about the financial transactions of the company through the Chartered Accountant of the company. After getting an Enquiry Report, the informant came to know that the applicant along with other accused had misappropriated total amount of Rs. 6,27,36,180/- by transferring the respective amounts in their accounts through the accounts of the companies. Accordingly, report came to be lodged in the Sahar Police Station.

5 The learned Advocate for the applicant/accused submitted that the applicant/accused has been falsely implicated. By an order dated 10.08.2021, NCLT-III, Mumbai suspended all the Directors and employees of Sangeeta Aviation Service Pvt. Ltd. and the Tribunal had appointed Mr. Bijendra Zha as an Interim Resolution Professional ( IRP ) to carry out the remaining process. Therefore, the informant had no locus/authority to file the present FIR, as all the management and control is vested with IRP. It is further contended that the motive behind filing the present FIR against the present applicant and other accused who all are relatives and family members of the informant and having important positions in the company is to grab all the assets and properties of both the companies and to sell out the same and to run away to another country. It is further contended that the informant was not having any complaint against the present applicant and other accused till the informant was able to sell the properties of the company. After the above order by NCLT had been passed restraining the informant from selling the properties, the present FIR is filed to fulfill the grudges and oblique motives with intention to pressurize and harass them, so that he could sell the properties of the company. It is submitted that the dispute between the parties is pending for adjudication before the NCLT and the present FIR is an abuse of the process of law. Claiming himself to be innocent, the applicant/accused has contended that he is falsely implicated by the informant with oblique motive and to pressurize the applicant/accused. It is further contended that this case is based on documentary evidence where money is alleged to be transferred into the bank account of the applicant without the applicant being entitled

to the same. So, the custodial interrogation of the applicant/accused is not at all required for the same. Further, the applicant does not have any criminal antecedents. The learned advocate for the applicant thus prayed that the applicant/accused was ready to abide by the terms and conditions imposed by the court, so the bail application be allowed.

6 The learned APP opposed the application and submitted that the applicant/accused had contended that he is a director and was also working in the company and the amount received from the bank account of the company by him is as salary and consultancy charges. The amounts of Rs. 13,45,036, Rs. 13,93,250/- and Rs. 8,00,000/- had been transferred to the account of the applicant/accused from the account of Supreme Transport Pvt. Ltd. Company, Sangeeta Aviation Service Pvt. Ltd. and the informant respectively. The said amounts were misappropriated by him. The said amounts are yet to be recovered from the applicant/accused. When the applicant/accused was asked to produce the documents of being an employee of the said company, he did not file the same. The applicant/accused was asked to submit purchase orders received from the company and the bills in exchange for services rendered, but he was not able to produce the said documents. It is further argued that the amount embezzled in the crime is as large as Rs. 6,27,36,180 and it has been found that the accused has prepared a false account to embezzle the said amount and it is revealed that all the accused had formed a pre-planned conspiracy for that. The present applicant's wife is wanted accused in this crime. The wanted accused Rajesh Agarwal had opened a company in the name of Balaji Enterprise. However, the investigation had not revealed any business

of Balaji Enterprise. Therefore, it is concluded from the investigation that the said applicant and the remaining wanted accused had established some fake companies and thereby diverted the money of the informant and his company to the account of this fake company and embezzled it. It is submitted by the learned APP that since the investigation is going on, if the accused is granted bail, there is possibility that he will destroy the evidence of such a fake company and numerous transactions of misappropriation of amount, and the documents fabricated by him in the entire process. Further, there is possibility of absconding, if the accused is granted bail. He thus, prayed that the application be rejected. The informant also resisted the application by filing an intervener application.

7 Heard the learned counsel for the applicant, the learned APP for the State and the intervener.

8 Perused the application, the say filed thereon and the documents relied upon in support thereof.

9 It is seen that the applicant is the cousin brother of the informant and the Director of Supreme Transport Pvt. Ltd. The informant has in the FIR given the particulars of the applicant and all the co-accused regarding the amount which were transferred in their accounts from 2018 to 2022. It is seen from the say filed by the Investigating Officer, that an amount of Rs. 32,98,332/- was transferred in the account of the applicant during the period from 27.02.2019 to 04.09.2020 from the accounts of Sangeeta Aviation Service Pvt. Ltd., Supreme Transport Pvt. Ltd. and

Ameet Agarwal i.e. the informant. It is contended by the applicant that since he was a Director in the company so he was receiving the said amount by way of salary. However, the audit report filed by the Investigating Officer reveals the contrary. It shows that Rs. 62,43,029/- were siphoned off in the account of the applicant. No resolution has been filed that has been passed by the board of directors of both the companies regarding the transferred amount. The investigation prima-facie reveals that the accused had embezzled the said amount.

10 It is the case of the prosecution that the applicant is the close relative of the other co-accused Vimal Agarwal and others. The other family members are alleged to be involved in the crime of misappropriation of huge amounts from the company. The remaining accused who are the relatives of the applicant i.e. Smt. Nupur Agarwal, Samiksha Agarwal and Pinki Agarwal, in the conspiracy of the said crime, are not holding any position in the company of the informant, but it is found that they received money from various accounts of the company four to five times per month in the name of salary and rent. This shows the pre-planned conspiracy of the accused. It has also been found that the money was transferred to the bank accounts of the arrested accused Swapnil Chavan and wanted accused Sneha Chavan, Rajni Pandey and Atul Pandey, when they were not holding any position in the company or had rendered any kind of service to the company. Amongst the bank accounts of the informant and the companies i.e. Supreme Transport Pvt. Ltd. and Sangeeta Aviation Service Pvt. Ltd., the access ( authorized signatory ) of HDFC bank accounts was with accused Vimal and Girish, while the access ( authorized signatory ) of

the rest of the bank accounts was with Kamlesh Tatawat, the CFO of the company. From this, the investigation has revealed that the accused Vimal and Girish had embezzled a large amount of money in a pre-planned conspiracy with accused Kamlesh.

11 The offence is purely economic in nature. Serious allegations of misappropriation of Rs. 35,38,286/- is made against the applicant himself. The investigation is still in progress. From the documents filed on record prima-facie it is seen that the applicant was involved in the commission of the crime. There are prima-facie ingredients of fabrication of documents. This entire case is based on documentary evidence. The possibility of tampering with the evidence cannot be ruled out, if the applicant is released on bail. Hence, the following order is passed :

**ORDER**

Criminal Bail Application No. 567 of 2023 is hereby rejected and disposed of accordingly.

(DR. (SMT.) SRISHTY NEELKANTH )  
Additional Sessions Judge,  
City Civil Court, Borivali Division,  
Dindoshi, Goregaon, Mumbai.

Date : 19/07/2023

Dictated on Computer : 19/07/2023  
Checked & Corrected on : 21/07/2023  
Sign on : 21/07/2023

CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER."

24/07/2023 at 11.08 a.m.  
UPLOAD DATE AND TIME

Mrs. S.B. Vichare  
NAME OF STENOGRAPHER

Name of Judge (with Court room no.)	HHJ Dr. (Smt) Srishty Neelkanth City Civil & Sessions Court, Borivali Div., Dindoshi, Mumbai ( C.R.No. 04 )
Date of Pronouncement of JUDGEMENT/ORDER	19/07/2023
JUDGEMENT/ORDER signed by P.O. on	21/07/2023
JUDGEMENT/ORDER uploaded on	24/07/2023

BA 570/2023

1

MHCC050034452023



IN THE COURT OF SESSIONS AT DINDOSHI  
(BORIVALI DIVISION), GOREGAON, MUMBAI

CRIMINAL BAIL APPLICATION NO. 570 OF 2023

Swapnil Baban Chavan,  
Adult, Indian Inhabitant,  
Age : 34 yrs., Occupation : Consultant,  
R/o : Chohan House, Marol Maroshi Road,  
Andheri East, Mumbai.

..Applicant

Vs

1) The State of Maharashtra,  
2) The Inspector of Police,  
( through Sahar Police Station )

..Respondent

Ld. Adv. S.S. Gandhi, for the applicant.  
Ld. APP P.K. Mahajan, for the State.  
Ld. Adv. Pokharkar, for the intervener.

CORAM : H.H. THE ADDITIONAL SESSIONS JUDGE  
DR. (SMT.) SRISHTY NEELKANTH (C.R.NO.4)

DATE : 19<sup>th</sup> July, 2023

ORDER

This is an application for releasing the applicant on bail, in respect of C. R. No. 155 of 2023 registered with Sahar Police Station, for the offences punishable under Sections 408, 409, 477-A, 420 read with

120(B) and 34 of the Indian Penal Code.

2 At the instance of the informant the aforesaid offence came to be registered.

The facts of the case as appears from the FIR are that :-

The informant is the Chairman and the Executive Director of Supreme Transport Pvt. Ltd. and Sangeeta Aviation Service Pvt. Ltd. Apart from the informant, his father, his younger brother, other co-accused namely Vimal Agarwal and Girish Agarwal are also the Directors in Supreme Transport Pvt. Ltd. The main business of the said company is road transport and air transport of goods. The company owns some vehicles and aircraft. Apart from this, vehicles are taken on rent basis as required for the business of the company. The main office of the said company is at Mumbai and its branches and divisional offices are at Panvel, Kalamboli, Rajasthan, Gujarat, Delhi and Bangalore. Vimal Agarwal and Girish Agarwal are the cousins of the informant and reside at Bangalore and Delhi respectively. Both of them stay in Mumbai for a few days every month and participate in the day-to-day affairs of the company.

3 Supreme Transport Pvt. Ltd. company is running in loss since 2012. The entire work of both these companies are being looked after from the office situated at Andheri (E). National Company Law Tribunal ( N.C.L.T. ) by an order dated 10.08.2021 had declared Sangeeta Aviation Service Pvt. Ltd. Company as an insolvent. Appeal against the Impugned Order of the N.C.L.T. is subjudice before the Appellate Court. In the year 2014, one of the co-accused namely Varun Ramesh Kakriya was appointed

as an Assistant. In the year 2016, other co-accused Kamlesh Bhairav Tatawat was appointed as Chief Finance Officer and his cousin brother Mukesh Bhairav Tatawat was appointed as Chief Operation Officer in the company of the informant. As the informant had to often go abroad and to various other places in India, therefore, to look after the financial affairs of both the companies, the entire responsibility was handed over to Kamlesh Bhairav Tatawat. The old friends of the informant i.e. Swapnil Chavan and Atul Pandey also used to visit the office of the company.

4 As a CEO of the company, in the month of July 2022, the informant came to know that some amount was to be recovered from Nippon Ltd. Company. Therefore, after issuing several e-mail correspondence, the informant was informed on 26.08.2022 by the officials of Nippon Company Ltd. that on 26.07.2022, they had deposited Rs. 3,22,616/- in the Bank of India account of the company. The informant also came to know that on 27.07.2022, Rs. 3,23,278/- came to be transferred from the said account in the bank account of Vimal Agarwal. After enquiry, the informant came to know that there had been misappropriation of huge amount in the company. The informant, therefore, enquired about the financial transactions of the company through the Chartered Accountant of the company. After getting an Enquiry Report, the informant came to know that the applicant along with other accused had misappropriated total amount of Rs. 6,27,36,180/- by transferring the respective amounts in their accounts through the accounts of the companies. Accordingly, report came to be lodged in the Sahar Police Station.

5           The learned Advocate for the applicant/accused submitted that the applicant/accused has been falsely implicated and the informant is on vengeance spree against the co-accused and his childhood friend who he thinks are in league with the co-accused. It is contended that the amount which he had received from Sangeeta Aviation Services Pvt. Ltd. Company are towards consultation charges for the period from 2017 to 2021. All the accounts during the above said period, when the alleged fraud had taken place, have been audited by the company and the same have been signed by the applicant/accused and are submitted to the Competent Authority. The amounts, as alleged by the informant, which have been withdrawn by the applicant/accused are reflected in the company accounts and the accounts submitted in NCLT by the informant and also the account are over a period of more than four years which are in absolute knowledge of the informant and now he cannot ignore the same. It is further contended that the applicant/accused had no access to the accounts of the company, bank accounts of the company and also to the drawing of cheques and practically if all the cheques are verified by which the amount has been transferred by the company are mostly signed by the informant or the authorized person of the company who under no circumstances could be influenced by the applicant/accused. The bank accounts of the applicant/accused are attached by the police. It is further contended that this case is based on records and documents which are available with the NCLT, company of the informant and ROC and the same can be examined without the presence of the informant. As far as the present applicant/accused is concerned, entire allegation is over. The

custodial interrogation of the applicant/accused is not at all required. The applicant/accused had no criminal antecedents. He thus prayed that the applicant/accused was ready to abide by the terms and conditions imposed by the court, so the bail application be allowed.

6           The prosecution vide its say ( Exh. 05 ) resisted the application mainly on the ground that from the verification of the bank account it has been revealed that amount of Rs. 44,55,000/- and Rs. 97,400/- had been transferred to the account of the applicant/accused from the account of Sangeeta Aviation Service Pvt. Ltd. and the informant respectively. The said amount was misappropriated by him. The said amount is yet to be recovered from the applicant/accused. It is further submitted that it has been revealed that the money was transferred to the bank account of the accused even though the accused was not holding any position or providing any kind of service in both the companies. No resolution of the Board of Directors of the company has been approved regarding the said transferred amount. The said amount was misappropriated by the applicant and the co-accused. It is further submitted that the applicant/accused has produced intimation letter to Axis Bank and TDS Certificate ( 2017 to 2021 ). There is doubt regarding the authenticity of the said documents and investigation regarding the same is yet to be done. A case has been registered against the applicant/accused under Section 380, 384, 292, 506(2) of the Indian Penal Code read with Section 66 ( C ) of the Information Technology Act in Sahar Police Station and the applicant is on bail in that case. It is thus, prayed that the application be rejected.

7            Heard the learned counsel for the applicant, the learned APP for the State and the intervener.

8            Perused the application, the say filed thereon and the documents relied upon in support thereof.

9            It is contended by the applicant/accused that he was the childhood friend of the informant. The informant considered him to be in league with the co-accused, and so as he was in a vengeance spree against the co-accused, he had falsely implicated the applicant as well. It is also contended by him that the amount received by him was towards consultation charges he had extended to Sangeeta Aviation Service Pvt. Ltd. for the period 2017 to 2021. On the other hand, it is the case of the prosecution that the applicant was not the employee of the company and was not concerned with the company in any way. Admittedly, no document to show his appointment as a consultant is produced by the applicant. It is also further alleged that the amount which was transferred to the account of the applicant was then withdrawn in cash and that he had filed false TDS certificates. Further, as per the say of the Investigating Officer an amount of Rs. 45,52,400/- had been transferred into the account of the applicant from the account of Sangeeta Aviation Service Pvt. Ltd. from 15.11.2019 to 27.12.2021. It has come forth in the investigation that amongst the bank accounts of the informant and the companies i.e. Supreme Transport Pvt. Ltd. and Sangeeta Aviation Service Pvt. Ltd., the access ( authorized signatory ) of HDFC bank accounts was with accused Vimal and Girish, while the access ( authorized signatory ) of the rest of

the bank accounts was with Kamlesh Tatawat, the CFO of the company. From this, the investigation had revealed that the accused Vimal and Girish had embezzled a large amount of money in a pre-planned conspiracy with accused Kamlesh.

10 Further, during investigation the applicant was asked to produce the documents to show that he was working with or for the company Sangeeta Aviation Service Pvt. Ltd., but he did not produce any appointment letter or any such work order from the said company. In return during police custody, the applicant had produced the documents i.e. i) Intimation letter to Axis Bank ii) TDS Certificate of the year 2017-2018, iii) TDS Certificate of the year 2018-19 iv) TDS Certificate of the year 2019-2020 and v) TDS Certificate of the year 2020-2021 before Sahar Police. On perusal of the said documents, in the Intimation Letter, there are details of the amount given to the applicant/accused from the year 2017 to 2021, but it appears that the said amount is from previous transactions. Similarly, the TDS Certificate of the said amount had also been submitted by the accused. This means that the said amount had been accepted by the accused during that period, whereas the misappropriated amount in the crime is of the year 2021 and the amount shown in the Intimation Letter or TDS Certificate does not match. It is further submitted that the Investigating Officer when they tried to collect the said amount from the applicant, he said that the said amount was again spent by the applicant/accused in the project work of the company. The question rightly put forth by the investigating agency why the applicant/accused is lying in investigation in the police custody as to why he would spend the money in

the project and give it back to the company.

11 It is seen that the offence is purely economic in nature. Serious allegations of misappropriation of Rs. 45,52,400/- is made against the applicant himself. The investigation is still in progress. From the documents filed on record prima-facie it is seen that the applicant was involved in the commission of the crime. There are prima-facie ingredients of fabrication of documents. This entire case is based on documentary evidence. The possibility of tampering with the evidence cannot be ruled out, if the applicant is released on bail. Hence, the following order is passed :

**ORDER**

Criminal Bail Application No. 570 of 2023 is hereby rejected and disposed of accordingly.

sd/-

(DR. (SMT.) SRISHTY NEELKANTH )  
Additional Sessions Judge,  
City Civil Court, Borivali Division,  
Dindoshi, Goregaon, Mumbai.

Date : 19/07/2023

Dictated on Computer : 19/07/2023  
Checked & Corrected on : 21/07/2023  
Sign on : 21/07/2023

CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER."

24/07/2023 at 11.10 a.m.  
UPLOAD DATE AND TIME

Mrs. S.B. Vichare  
NAME OF STENOGRAPHER

Name of Judge (with Court room no.)	HHJ Dr. (Smt) Srishty Neelkanth City Civil & Sessions Court, Borivali Div., Dindoshi, Mumbai ( C.R.No. 04 )
Date of Pronouncement of JUDGEMENT/ORDER	19/07/2023
JUDGEMENT/ORDER signed by P.O. on	21/07/2023
JUDGEMENT/ORDER uploaded on	24/07/2023



सत्यमेव जयते  
महाराष्ट्र शासन  
पोलीस विभाग



दुरध्वनी क्रमांक ०२२- २६८३१५८२, २६८३१४४७  
ईमेल आयडी ps.andheri.mum@mahapolice.gov.in

वरिष्ठ पोलीस निरीक्षक अंधेरी पोलीस ठाणे  
अंधेरी रेल्वे स्टेशन समोर, सहार रोड, अंधेरी पुर्व

संदर्भ जा.क्र. १४०१४/वपोनि/अंधेरी पो.ठाणे/२०२२.

मुंबई ४०००६९ दिनांक :- २७/१२/२०२२

प्रति,

वरिष्ठ पोलीस निरीक्षक,  
सहार पोलीस ठाणे, मुंबई

विषय :- सुप्रीम ट्रान्सपोर्ट ओ आर जी प्रा. लि यांच्या तक्रार अर्जबाबत.

संदर्भ :- मार्गस्थ नोंद वही क्र 109.B.2022 दिनांक २७/१२/२०२२

उपरोक्त विषय व संदर्भान्वये सदरचा तक्रार अर्ज दिनांक २७/१२/२०२२ रोजी मा. पोलीस उप आयुक्त, परिमंडळ - १० मुंबई यांच्या कार्यालयामार्फतीने अंधेरी पोलीस ठाणेस प्राप्त झाला आहे. सदर तक्रार अर्जाचे अवलोकन केले असता सदरची घटना ही सहार पोलीस ठाण्याच्या हद्दीतील असल्याचे निष्पन्न झाले आहे.

सबब सदरचा अर्ज आपल्या पोलीस ठाण्यास निगडित असल्याने तो पुढील चौकशी व परस्पर निपटारा करणेकामी आपले पोलीस ठाण्यास पाठवत आहे.

A PS - Shinde R H/A

वरिष्ठ पोलीस निरीक्षक,  
सहार पोलीस ठाणे, मुंबई  
दिनांक ३१/१२/२०२२  
आ.क्र. ३६४३/वरिष्ठ/न्यायिक/२०२२  
TR/३६४३/२०२२

(संताजी घोरपडे)

वरिष्ठ पोलीस निरीक्षक,  
अंधेरी पोलीस ठाणे, मुंबई.

प्रत माहितीकरीता

- १) मा. पोलीस सह आयुक्त, आर्थिक गुन्हे शाखा,, पोलीस आयुक्तांचे कार्यालय, मुंबई
- २) मा. पोलीस उप आयुक्त, परिमंडळ - १० मुंबई

TR/३६४३/२०२३



सदरक्षणाय खलनिग्रहणाय



महाराष्ट्र शासन



स्वातंत्र्याचा अमृत महोत्सव

Telephone No.- 22672770  
Email ID- jtcp.eow@mahapolice.gov.in

Office of the Joint Commissioner of Police,  
Economic Offences Wing, Third floor, New building,  
Commissioner of Police compound, Dr. D N Marg,  
Opp. Mahatma Phule Market, Mumbai – 400 001.

OW. No. 1600 /JtCP/EOW/2022

Date - 19 /12/2022

To,  
The Dy. Commissioner of Police,  
Zone -X, Mumbai.

**Sub:** Complaint / Petition / Email, dated 06/12/2022 received from Captain Ammeet K Agarwal, President & CEO, Supreme Transport Org Pvt. Ltd., Andheri (E) against Mr. Vimal Agrawal and others for fraud.

**Ref:** I. W. No. 10060 / EOW / 2022, Date: 10/12/2022

Please find enclosed herewith all original papers including complaint received from the applicant referred above. On scrutiny of the above complaint/petition, it is noticed that the matter mentioned therein pertains to the jurisdiction of your office/department, and as per directions of Jt. Commissioner of Police, Economic Offences Wing, Mumbai the same is forwarded for necessary action at your end and direct disposal under intimation to the applicant.

**Please be informed that:** -

1. This office has not carried out any enquiry in this matter and none of the original papers are kept at this office.
2. In respect of the above complaint, if any action is required to be taken by this office, you are requested to communicate accordingly to this office under intimation to the present applicant / petitioner.

(KishorParab)

Sr. Inspector of Police,  
Add. Charge Asst. Commr. of Police (Admn.),  
For Jt. Commissioner of Police,  
Economic Offences Wing, Mumbai.

**Encl:** Complaint application mentioned ref. as above.

**Copy to:** -

Captain Ammeet K Agarwal, President & CEO, Supreme Transport Org Pvt. Ltd., Add- 5B 345 Mittal Ind. Estate, M V Road, Andheri (E), Mumbai – 4000 59.

You are requested to contact to office of the Dy. Commissioner of Police, Zone-X, Mumbai, O/at, MIDC Police Station Building, 2<sup>nd</sup> Floor, Central Main Road, MIDC, Andheri East), Mumbai - 400 069 in respect of this matter.

(KishorParab)

Sr. Inspector of Police,  
Add. Charge Asst. Commr. of Police (Admn.),  
For Jt. Commissioner of Police,  
Economic Offences Wing, Mumbai.



सदरक्षणाय खलनिग्रहणाय



महाराष्ट्र शासन



स्वातंत्र्याचा अमृत महोत्सव

Telephone No.- 22672770  
Email ID- jtcp.eow@mahapolice.gov.in

Office of the Joint Commissioner of Police,  
Economic Offences Wing, Third floor, New building,  
Commissioner of Police compound, Dr. D N Marg,  
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OW. No. 1600 /JtCP/EOW/2022

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To,  
The Dy. Commissioner of Police,  
Zone -X, Mumbai.

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**Ref: I. W. No. 10060 / EOW / 2022, Date: 10/12/2022**

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**Please be informed that:** -

1. This office has not carried out any enquiry in this matter and none of the original papers are kept at this office.
2. In respect of the above complaint, if any action is required to be taken by this office, you are requested to communicate accordingly to this office under intimation to the present applicant / petitioner.

(KishorParab)

Sr. Inspector of Police,  
Add. Charge Asst. Commr. of Police (Admn.),  
For Jt. Commissioner of Police,  
Economic Offences Wing, Mumbai.

**Encl:** Complaint application mentioned ref. as above.

**Copy to:** -

Captain Ammeet K Agarwal, President & CEO, Supreme Transport Org Pvt. Ltd., Add- 5B 345 Mittal Ind. Estate, M V Road, Andheri (E), Mumbai – 4000 59.

You are requested to contact to office of the Dy. Commissioner of Police, Zone-X, Mumbai, O/at, MIDC Police Station Building, 2<sup>nd</sup> Floor, Central Main Road, MIDC, Andheri East), Mumbai - 400 069 in respect of this matter.

(KishorParab)

Sr. Inspector of Police,  
Add. Charge Asst. Commr. of Police (Admn.),  
For Jt. Commissioner of Police,  
Economic Offences Wing, Mumbai.





# SUPREME TRANSPORT ORG PVT LTD

12334  
09/12



5B 34 Mittal Ind Estate MV Road Andheri East Mumbai 400059 INDIA +91 9870811224  
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054  
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in  
\*\*\*\*\*

December 6<sup>th</sup> 2022

To,

**Joint Commissioner of Police**  
Economic Offence Wing, Mumbai Police  
Mumbai Police HQ, Mumbai

आ.क्र./10060/जागुवि/2022  
10/12

Dep zone X  
Pawar  
पोलीस सह आयुक्त  
आर्थिक गुन्हे विभाग, मुंबई

**Re: Requesting inquiry, investigation followed by appropriate action as per law, in a matter of fraud of Rs. 23+ Crores by:**

- 1. MR. VIMAL AGRAWAL & NUPUR AGRAWAL** +91 93421 37351  
Resident of B306, Sai Krupa Elite, Doddenkundi, Fern City Rd, Marathahalli,  
Bengaluru 560037
- 2. MR. GIRISH AGRAWAL & SAMIXA AGRAWAL** +91 9311701121  
Resident of A40 Kewal Kunj Apt, Sector 13, Rohini, New Delhi 110085
- 3. Ms. PINKY AGRAWAL** +91 98230 84559  
Resident of BHAYANDER
- 4. MR. SWAPNIL CHAVAN & MS. SNEHA** +91 85910 77096  
Resident of Chavan Chawl, Marol Maroshi Road, Andheri East, Mumbai 59
- 5. MR. ATUL PANDEY & MS. RAJINI PANDEY** +91 98672 42345  
Resident of Yogendra Bhawan, JB Nagar, Andheri East, Mumbai 59
- 6. Mr. Kamlesh Bairwa Tatawat** +91 80786 55144  
**7. Mr. Mukesh Bairwa Tatawat** +91 96808 10176  
Resident of 89D, Narayan Vihar – 1<sup>st</sup>, Jagannathpura, Sanganer, Jaipur 302029
- 8. Mr. Ramesh Kakria** +91 98700 85405  
Resident of Gokuldharm, Goregaon East, Mumbai 400097

\*\*\*\*\*

Respected Sir,

We seek your indulgent consideration, on the subject afore mentioned, on behalf of M/S Supreme Transport Organisation Pvt Ltd:

- Please find attached ANNEX – 1, a letter from AUDITOR C.A. Girish Mundada, confirming fraud of more than Rs. 5 Crores conducted by accused number 1 to 3 afore mentioned.

\*\*\*\*\*

Continued..



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N# U60230MH2008PTC216143 US Corp# 801109175 SUPREME TRANSPORT ORG PVT LTD enterprise



# SUPREME TRANSPORT.ORG PVT LTD



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\*\*\*\*\*

Continued..

2. Please find attached ANNEX – 2, a letter copied to us as party 4, which was copied to your office as well, which clearly indicates fraud of more than Rs. 1.70 Crores conducted by accused 4 to 7 afore mentioned.
3. Please find attached ANNEX – 3, a letter dated 24<sup>th</sup> June 2022, which was copied to your office as well, which clearly talks about cash and fraud of more than Rs. 10 Crores.
4. Property documents worth more than Rs. 2.5 Crores have been taken in illegitimate possession of accused #1 afore mentioned (annexure – 4 copies of such documents)
5. Property documents worth more than Rs. 3 Crores have been taken in illegitimate possession of accused #2 afore mentioned (annexure – 5 copies of such documents)  
\*\*\*\*\*
6. I, Captain Ammeet K Agarwal, aged 34 years, resident of 901 Bikaner Bhawan, JB Nagar, Andheri East, Mumbai 400059, living with my father Shri Kamal Agarwal and mother Mrs. Sangita Agarwal since 2015; and in Mumbai since birth in 1988; I am President, Director and CEO of M/S Supreme Transport Org Pvt Ltd (STOPL) and M/S Sangeeta Aviation Services Pvt Ltd (SASPL), with head offices at 5B 34 and 5b 32, Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai 400059 for more than 10 years; am a Commercial Pilot by qualification, holding licenses from USA.
7. In the month of September 2022, we came to know through Bank of India branch in Bengaluru, that from STOPL's account, accused #1 Mr. Vimal Agrawal had transferred funds to his personal account. (Copy attached as annex 6 for your reference).
8. We immediately informed our auditor to further conduct investigation on such transfers and submit detailed report. His report was recently received (copy attached as annex 7 for your reference). This report was shocking since Mr. Vimal Agrawal along with his wife Nupur Agrawal, his brother Girish Agrawal, his wife Samixa Agrawal and their sister Pinky Agrawal, in the last few months, have siphoned off more than Rs. 5 Crores from our company's accounts and funds.

Continued..



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\*\*\*\*\*

Continued..

9. Our mediators tried to speak to them for amicable settlement of these funds. However, they simply replied to the mediators that these amounts are their salaries for last 4 years! How can Nupur, Samixa, Pinky – all 3 ladies draw salaries from the company?
10. Further, our mediators and auditor asked them, if they have any proof of authorization to draw salaries or pay themselves fraudulently in the name of salaries? **This is violation of the company's act.** To which obviously, they have no reply. Matter of fact, annexure 8 are prayers from accused #1 and #2's own petition filed before NCLT, where they have clearly prayed for Director's remuneration since April 2019. Hence they stating that they have drawn these funds as their remuneration or salaries, are contradictory to their own submissions in NCLT on oath.
11. Further, our mediators and auditors clearly asked if they have done any business or work, generated any sales or revenues for the company, at least in last 4 years? To which, it is obvious that they have not worked at all, hence fraud of more than Rs. 5 Crores is evident and clearly visible.
12. To avoid any further pressure from us, our mediators and others, both Vimal and Girish have filed a frivolous application/petition in NCLT on 11<sup>th</sup> November 2022. Such petition is now being used by them to blackmail us, to not inquire in their Rs. 5+ Crore fraud.
13. Further, Mr. Vimal tried to sell company's property/plot located at **Municipal New No.51/1, Situated at 9th A Main Road, Banaswadi, Bangalore**, for Rs. 2.50 Crores. His intention was to take the payment in the same Bank of India account of the company, which is in his control, and further siphon off Rs. 2.50 Crores of company's money to his personal account. He is still holding possession of original documents of company's property, which needs to be in company's headquarters, despite of our several instructions to him to deposit the company's property papers.

Continued..



SUPREME  
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Continued..

14. Further, Mr. Girish tried to sell company's property/plot located at **D 338 Aara Machine Wali Gali, Man Pawana Road, Opp Shabad Dairy, Bharti Vihar, Bawana Road, Doulatpur, Delhi 110 042**, for Rs. 3 Crores. His intention was to take the payment in the same Bank of India account of the company, which is in his and his brother Vimal's control, and further siphon off Rs. 3 Crores of company's money to his personal account. He is still holding possession of original documents of company's property, which needs to be in company's headquarters, despite of our several instructions to him to deposit the company's property papers.

15. Further, Mr. Girish Agrawal has collected **Rs. 1.20 Lakhs cash EVERY MONTH of RENT from this property, from his local renter, illegitimately against company's interest. This has been happening for at least last 4+ years, which itself amounts to more than Rs. 60 Lakhs in rental fraud of company's property.**

16. We request your offices to please arrest the accused; recover original property papers from them; their residences should be attached so that the company can recover such Rs. 5+ crores siphoned off by them from the company's funds.

\*\*\*\*\*

17. Accused #4 and #5 - Swapnil Chavan and Atul Pandey are believed to own and operate a shell company – M/S Million Air Pvt Ltd. This company is a fraudulent company, since it is not in compliance with the Income Tax, G.S.T., Ministry of Corporate Affairs and R.O.C. requirements as visible on websites. (Annex 9 Attached)

18. Both Swapnil Chavan and Atul Pandey have made M/S Sangeeta Aviation Services Pvt Ltd (SASPL), transfer more than Rs. 1.70 Crores to their personal accounts, their mother's account viz Mrs. Sneha Chavan and Mrs. Rajini Pandey; also in an account in DUBAI owned by Mr. Swapnil Chavan. (Annex 10 Attached)



19. Such monies are purely transferred against extortion and blackmailing, for submitting fake bids in state government tenders by their company Million Air Pvt Ltd (Annex 11 attached)

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Continued..

20. Mr. Swapnil Chavan was arrested by SAHAR Police on 22<sup>nd</sup> February 2022, for similar extortion and black mailing FIR registered by me. It is evident that both the accused have no jobs, no business, no source of income and hence since last few years, apart from black mailing and extortion, they cannot accept any other means of livelihood and survival. Your further investigation on them would reveal their background, income and source of livelihood.

21. On further investigating through reliable sources, it was found that this entire money of Rs. 1.70 Crores, transferred to aforementioned 4 account holders in Mumbai and 1 in Dubai, was **CASH WITHDRAWN COMPLETELY 100% by the accused.**

22. This further attracts the income tax, GST, PMLA and various government violations including HAWALA done from Dubai. They have set a precedent that anyone can operate a SHELL COMPANY, submit fake bids and BLACKMAIL genuine bidders to collect extortion monies of more than Rs. 1.70 Crores.

23. Swapnil Chavan has been sending WHATSAPP messages to more than 30 high networth individuals, politicians, Bollywood and close contacts of myself, in last 4 months, using this number **+44 7983 855 602** (Annex 12 attached).

24. These messages have 90% generic content consisting of 20-25 forwards including FIR, news articles and other defamatory material AGAINST myself.

25. The balance 10% content is specifically targeted to stir poison between the recipient and myself. People who can confirm receipt of such messages:

- |       |                         |  |                 |
|-------|-------------------------|--|-----------------|
| i.    | Mr. Nishant Pittie      | Owner of STOCK LISTED COMPANY          | +91 98110 49345 |
| ii.   | Mr. Sanjay Shah         | Close contact of BJP lobby             | +91 93249 68581 |
| iii.  | Mr. Dhruv Agrawal       | OSD to a cabinet minister              | +91 99603 83838 |
| iv.   | Mr. Sameer Upadhyay     | Political Advisor to Paresh Rawal      | +91 99100 72605 |
| v.    | Mr. Chandraprakash Todi | High Networth Businessman              | +91 97648 35813 |
| vi.   | Dr. Sudhir Desai        | Renowned Doctor in AMERICA             | +1 269 275 2792 |
| vii.  | Mr. Trivikram Joshi     | Ex-MLA BJP Karnataka                   | +91 94481 10099 |
| viii. | Mr. Neeraj Morarka      | High Networth Businessman              | +91 99201 33373 |
| ix.   | Capt Ajay Chauhan       | Dir of Civil Aviation, Govt of Gujarat | +91 99099 18888 |
| x.    | Mr. Dominic Savio       | Chhattisgarh Civil Aviation Dept       | +91 94255 20679 |



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- |       |                    |   |                        |
|-------|--------------------|---|------------------------|
| xi.   | Mr. Ajay Sandey    | Chhattisgarh Civil Aviation Dept          | +91 881 7676 066       |
| xii.  | Shama Sikandar     | Bollywood Actress                         | +91 99303 06770        |
| xiii. | Bina Gaikwad       | Blackmailed by showing videos             | +91 99300 12399        |
| xiv.  | Shikha Agarwal     | <b>BLACKMAILED for 10 Lakhs by videos</b> | <b>+91 84692 22333</b> |
| xv.   | Chandni Kanoria    | BLACKMAILED by showing VIDEOS             | +91 98203 43304        |
| xvi.  | Rinku Dudani       | BLACKMAILED by showing VIDEOS             | +91 98194 20890        |
| xvii. | Capt Akash Agarwal | Resident of AMERICA                       | +1 703 810 9054        |

26. Swapnil Chavan has been doing such nuisance, so that I don't take any further action against him, including exposing this scam of Rs. 1.70 Crores as afore mentioned.

27. Further, we have 2 video clips where Swapnil Chavan is clearly visible consuming drugs. It is strongly believed that all this money was used for illicit drug trading by him for his survival and income.

28. We request your office to conduct fair investigation followed by arrest of the accused at the earliest. Further, please help recover Rs. 1.70 Crores transferred to them for blackmailing and extortion.

\*\*\*\*\*

29. All the monies which were transferred to accused #4 and #5, were transferred by accused #6 and #7 – Kamlesh Bairwa and Mukesh Bairwa. Both the accused joined my office in November 2016 (Annex 13 attached). After handling complete accounting and operations of my companies for more than 6 years, they both disappeared in the last week of August 2022.

30. Mediators and auditors have spoken to both on several occasions, including asking them to return to office to continue the works. They both have refused, since they both fear exposure of the entire scam, after the complaint filed as per ANNEX -2.

31. Further, they both have all the usernames, passwords, access to all accounts, data and finances of our companies, EXCLUSIVELY. They both are believed to be hands in gloves with accused #1 to #5, since complete transactions are conducted by them or with their help.

\*\*\*\*\*

32. I was in USA from 16<sup>th</sup> May 2022 to 10<sup>th</sup> November 2022. I have lived in USA off and on from 2006. During my travel for 6 months, Mr. Varun Kakria, my executive secretary for last 8+ years, have disappeared from my office in August last week.



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\*\*\*\*\*

33. All my business, my works, my lobbying, my legal matters and each and every activity of both the companies and my family, were looked by Mr. Varun Kakria exclusively.

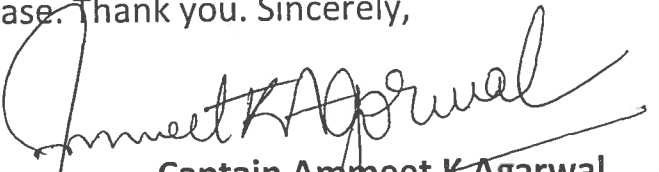
34. He started in 2014 at Rs. 18,000 per month / Rs. 2 lakhs per year package. In last 2 years he was drawing more than Rs. 1.65 Lakhs per month / Rs. 20 Lakhs package per year.

35. I believe, that Mr. Varun Kakria was aware of afore mentioned funds transfers, scams, siphoning conducted by accused #1 to #7, hence to escape, he disappeared in last week of August 2022. Especially after the letter which was received in June marked as Anx-3, he realized that sooner or later the scam would be exposed.

36. **Prima facia, funds of more than Rs. 5 Crores have been transferred from the bank accounts to accused to #1 to #3. Funds of more than Rs. 1.70 Crores have been transferred to accused #4 and #5. All funds transfers have exclusively been done by accused #6 and #7. Considerable cash withdrawals in excess of Rs. 10 Crores are visible as well, and hence letter annexure 3 becomes sensible. Company's original property documents of Rs. 2.50 Crores are in illegitimate possession of Mr. Vimal Agrawal; Company's original property documents of Rs. 3 Crores are in illegitimate possession of Mr. Girish Agrawal. Hence crime and fraud has already been conducted by all the accused, with evidence, hereby submitted for your perusal.**

37. We request your office to fairly investigate this fraud and take appropriate actions as per law including immediate arrest of all the accused.

38. I shall be available for statements and all further queries the department may have in this case. Thank you. Sincerely,

  
Captain Ammeet K Agarwal  
President & CEO

\*\*\*\*\*



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CIN# U60230MH2008PTC216143 US Corp# 801109175 SUPREME TRANSPORT ORG PVT LTD enterprise



# LOYA & MUNDADA

## Chartered Accountants

21/11/2022

To,

Captain Ammeet K Agarwal  
President & CEO, Director  
M/S Supreme Transport Organisation Pvt Ltd  
5B 32 Akshay Mittal Industrial Estate, MV Road,  
Andheri East, Mumbai 400059

**RE: Auditing fraud conducted by Vimal Agrawal and others**

Dear Sir,

Reference is made to your letter received on 6<sup>th</sup> September 2022, our initial reply on 7<sup>th</sup> September 2022.

On conducting thorough audit of the financials, bank statements, accounts and all other data available, we shockingly share with you, Chairman and the board that:

A total amount in excess of Rs. 5 CRORES has been siphoned off in similar fashion, by Mr. Vimal Agrawal, Mrs. Nupur Vimal Agrawal, Mr. Girish Agrawal, Mrs. Samixa Girish Agrawal and Ms. Pinky Agrawal to their accounts, from the accounts of the company.

The board may proceed with appropriate action, as required by the law, since this violates company's act as well, along with theft, siphoning off monies and other crimes.

Thanking you.

FOR LOYA AND MUNDADA  
Chartered Accountants  
Firm Registration Number 132811W

  
CA Girish Mundada  
Partner  
Membership Number 141172



**AURANGABAD OFFICE :** 315, 3rd Floor, Sai Trade Center, Near Railway Station, RTO Road, Aurangabad- 431001  
**Contact :** +91-9422925422 | **Email :** mundadagirish@gmail.com

**PUNE OFFICE :** Flat No 12, 4th Floor, Butte Patil Tower, Ganjve Chowk, LBS Road, Sadashiv Peth, Pune- 411030  
**Contact :** +91-9422201966 | **Email :** lokeshgodha.1@gmail.com



# LOYA & MUNDADA

Chartered Accountants

07/09/2022

To,

Captain Ammeet K Agarwal  
President & CEO, Director  
M/S Supreme Transport Organisation Pvt Ltd  
5B 32 Akshay Mittal Industrial Estate, MV Road,  
Andheri East, Mumbai 400059

**RE: Auditing fraud conducted by Vimal Agrawal and others**

Dear Sir,

Reference is made to your letter received yesterday. Due to deadline of all audited financials being 30<sup>th</sup> September 2022, our firm is heavily occupied with other committed works.

However, we are shocked to learn the recent fraud conducted by Vimal Agrawal. Trust us, we shall independently and fairly investigate all the accounts, conduct thorough audit and share with you and the board, the results of the same at the earliest.

Thanking you.

For Loya & Mundada  
Chartered Accountants  
Firm Registration No. 1228117

CA Ghanshi G. Mundada  
Partner  
Membership No. 141172

AURANGABAD OFFICE : 315, 3rd Floor, Sai Trade Center, Near Railway Station, RTO Road, Aurangabad - 431001  
Contact : +91-9422925422 | Email : mundadagirish@gmail.com

PUNE OFFICE : Flat No 12, 4th Floor, Butte Patil Tower, Ganjve Chowk, LBS Road, Sadashiv Peth, Pune - 411030  
Contact : +91-9422201966 | Email : lokeshgodha.1@gmail.com



# SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001: 2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059  
Tel +91 22 4238 3904 05 06 07 Fax +91 22 42383945  
Email mumbai@stoptl.in Website www.stoptl.in

September 6<sup>th</sup> 2022

To,

Mr. Girish Mundada, C.A.  
Loya & Mundada Chartered Accountants  
315, 3<sup>rd</sup> Floor, Sai Trade Center,  
Near Railway Station, RTO Road  
Aurangabad 431001

**RE: Auditing fraud conducted by Vimal Agrawal and others**

Dear Girish Ji,

We seek your indulgent consideration, on the subject  
afore mentioned, on behalf of M/S Supreme Transport Organisation Pvt Ltd:

1. Please find attached email received from Bank of India dated 5<sup>th</sup> September 2022 for your perusal.
2. We request you to please conduct a thorough audit and investigate what amounts have been siphoned off, in similar way, by Mr. Vimal Agrawal.
3. Please keep the Chairman and the Board apprised about your audit outcome, so we can proceed with appropriate legal action. Thank you.

Sincerely,

Captain Ammeet K Agarwal  
President & CEO  
Director



To,

Time: ~~17/10/2022~~ Date: 16.13.22  
Dispatch Writer,  
Economic Offences Wing,  
Shri Satyabrata Kumar I.P.Sing,  
Mumbai  
Joint Director - Enforcement Directorate  
4th Floor, Kaiser-I-Hind Building,  
Currimbhoy Road, Ballard Estate, Mumbai 400001

October 14<sup>th</sup> 2022  
प्रवर्तन निदेशिका  
आंचलिक कार्यालय, मुंबई  
दिनांक: 17 OCT. 2022  
प्राप्त

Shri Pravinkumar Padwal I.P.S.  
Joint C.P. – Economic Offences Wing, Mumbai Police  
3rd Floor, 25, Lokmanya Tilak Marg, Police Colony,  
Dhobi Talao, Lohar Chawl, Kalbadevi, Mumbai 400002

Shri Datta Nalawade I.P.S.  
DCP – Anti Narcotics, Mumbai Police  
3<sup>rd</sup> Floor Narcotics Control Bureau, Exchange Bld, Sprott Road  
Ballard Estate, Mumbai 400001

Received  
H  
17/10/2022  
Anti Narcotics Cell,  
C.B., C.I.O., Mumbai.

CC: Captain Ammeet K Agarwal  
President & CEO - Supreme Transport Organisation Pvt Ltd  
5B 34 Akshay Mittal Industrial Estate, MV Road,  
Andheri East, Mumbai 400059

Re: Whistle blowing for PMLA Act 2002 and other IPC, for money laundering, extortion, fake bidding, Narcotics by MR. SWAPNIL CHAVAN & MR. ATUL PANDEY through fake firm M/S Million Air Pvt Ltd in govt tenders, involving DUBAI, UAE transactions; CRORES of Rs. of CASH withdrawal through personal accounts  
USE OF CASH of RS. 1.40 CRORES for DRUGS TRADING

Respected Sirs',

1. Annexure 1 is a copy of license to do business in UAE of a fake company, which existed and is no more in existence, owned by Mr. Swapnil Chavan, resident of Marol Maroshi Road, Andheri East, Mumbai - +91.85910 77096
2. Annexure 2 is a copy of bank statement from Noor Bank in UAE, involving money laundering transactions conducted by Mr. Swapnil Chavan.
3. Annexure 3 is his onetime Visa/permit to enter Dubai, UAE.
4. Annexure 4 is a screenshot from GST of Union of India portal, where his company M/S Million Air Pvt Ltd's non-compliance is clearly visible.
5. Annexure 5 is a summary of transactions and bank accounts, belonging to Mr. Swapnil Chavan and his mother Ms. Sneha Chavan of almost Rs. 1 Crore. Please note - the entire amount has been WITHDRAWN CASH.

Continued..

Continued..

6. Annexure 6 is a complete set of BIDDING DOCUMENTS submitted to State Govt of Chhattisgarh, with fake certificates, shell company with no transactions and 0 income, with failure to comply with ROC, MCA, GST, IT and other departments of Union of India, as of today, visible on all portals.
7. Annexure 7 is a complete set of BIDDING DOCUMENTS submitted to State Govt of Gujarat, with fake certificates and same as annexure 6.
8. Annexure 8 is a complete set of BIDDING DOCUMENTS submitted to State Govt of Rajasthan, with fake certificates and same as annexure 6 and 7.
9. I am an EX-EMPLOYEE of M/S Sangeeta Aviation Services Pvt Ltd, which secured L1 and winning bidder, in all 3 afore mentioned tenders. Same can be verified easily.
10. Mr. Swapnil Chavan and Mr. Atul Pandey (+91 9867242345) had submitted FAKE BIDS in all these tenders through their ONE FAKE COMPANY M/S Million Air Pvt Ltd, to support M/S Sangeeta Aviation Services Pvt Ltd. Same can be verified easily.
11. In exchange of such fake bids, both Mr. Swapnil Chavan and Mr. Atul Pandey, demanded/extorted a total amount of Rs. 1.23 Crores plus Rs. 47 lakhs respectively, = Rs. 1.70 Crores, transferred to both their personal accounts and in Dubai, through M/S Sangeeta Aviation Services Pvt Ltd. Same can be verified easily.
12. Annexure 9 are bank statements from ICICI of Mr. Swapnil Chavan showing certain transactions. Other bank statements can be easily obtained verifying transactions.
13. Since M/S Sangeeta Aviation Services Pvt Ltd became insolvent through NCLT on 10<sup>th</sup> August 2021, there was no inquiry made on this company by any department.
14. The reason I am exposing this scam now, is because I was beaten up badly few days ago, on instruction of Swapnil Chavan and Atul Pandey. I worked for Rs. 11,000 and come from a very poor family. I don't have means to register FIR against Swapnil and Atul for beating me up and breaking my bones.
15. After beating me up badly, the other 3 employees eloped to their villages as well, because they think they will be beaten up too. All this scam took place in front of our eyes and we are witness to the entire scam.
16. The entire amount of Rs. 1.40 Crores was CASH WITHDRAWN by both ATUL PANDEY and SWAPNIL CHAVAN; Rs. 30 Lakhs HAWALA in Dubai; and entire amount was used to TRADE DRUGS by both of them. Same can be verified easily.

Continued..

Continued..

17. Mr. Manish Jain (+91 9022938833) was the drug supplier who ensured supply EVERY NIGHT after 11 PM to both Swapnil and Atul Pandey. **Same can be verified easily.**
18. I have copied M/S Supreme Transport Organisation Pvt Ltd on purpose, for many reasons. One of the reason is that their bids were always disqualified, though they were the most eligible company and experienced for these works.
19. It is because of this scam arrangement between M/S Sangeeta Aviation Services Pvt Ltd and M/S Million Air Pvt Ltd, qualified bidder like Supreme Transport had to suffer.
20. **Further, Annexure 10 is a copy of the FIR against Mr. Swapnil Chavan, in another blackmailing and extortion case, reported by person copied from Supreme Transport. As you may understand, these criminals have a history of blackmailing, extortion and other crimes.**
21. These documents are not being submitted to set my scores even with Swapnil Chavan and Atul Pandey for beating me up and breaking my bones, but to bring to your knowledge, **that open CRIME has been committed, in broad day light in Mumbai City, right in front of your police stations including Sahar Police.**
22. If you don't arrest and put both Swapnil Chavan and Atul Pandey, upto certain extend Manish Jain behind bars, it would encourage and **you would set precedent:**
  - Register fake companies with ROC, MCA, IT, GST
  - Submit fake bids in multiple central govt and state govt tenders
  - Extort monies for submitting fake bids through successful bidders
  - Cash Withdrawal in excess of Rs. 1.40 Crores from these monies
  - HAWALA of Rs. 30 Lakhs through Dubai in another FAKE COMPANY & Account
  - Daily trading of Drugs to make more money through this extortion money
  - Failure to comply with ROC, MCA, IT, GST because company was fake anyway
  
  - Quid pro quo to make Crores, do hawala, consume and encourage drugs, money laundering, etc.
  
  - Beat up and break bones of poor staff who was witness to entire crime

Looking forward to arrest of the accused by your offices. Copy marked to Supreme Transport so that they can file appropriate petitions in courts if action is not taken by departments. In courts, do involve ROC, MCA, GST and I.T. as well because the fraud is clear and real.

-X- End -X-



Date: 24.06.2022.

The Joint Director,  
EOB - II,  
Central Bureau of Investigation,  
13<sup>th</sup> Floor, C.B.I. Building,  
Plot No.C-35A, G Block,  
Bandra Kurla Complex, Bandra E,  
Mumbai-400 051.

Respected Sir,

Subject: Complaint against Mr. Ammeet Agarwal, Mr. Kamal Agarwal, Mr. Varun Kakaria and Mr. Ramesh Kakaria.

Mr. Ammeet Agarwal (A.K.A. Amit Agarwal) and Mr. Kamal Agarwal are the promoters of Supreme Transport Organisations Pvt. Ltd and Sangeeta Aviation Services Pvt. Ltd.

Both the companies are not having any genuine business and into fraudulent activities since 2017 such as Fake billing and turnover, collection of GST from Parties and Non payment to Government, Collection of Advances for tenders of Airport Development and non completion of work instead diversion of funds for leisure and filing cases against governments, undue harassment to Government agencies.

Mr. Ammeet Agarwal has raped many girls and has also been arrested in one of the Rape Case. He was recently arrested in April also as he was using diplomat tag since 2017 even when his membership was terminated. He has too many criminal and civil cases against him for monetary fraud, half murder, cheque bounces, bank frauds, GST, Income Tax. Etc

He has also submitted bogus property papers to Axis Bank for obtaining a loan of Rs.12.00 Crs for which the Bank is going to lodge a complaint at CBI soon once court order is received.

Mr. Ammeet has more than Rs. 10 Crores in Cash and Bank Balances which he has stashed secretly with his father Mr. Kamal Agarwal, Mr. Varun Kakaria (His Employee) and Mr. Ramesh Kakaria (Mr. Varun's Father). All these 3 people have been helping Ammeet to evade government authorities and holding his money which are collected fraudulently.

We request you to attach the properties, bank accounts, movable and immovable assets of Mr. Ammeet Agarwal, Mr. Kamal Agarwal, Mr. Varun Kakaria and Mr. Ramesh Kakaria as there are lot of insolvency cases files and coming up against Mr. Ammeet which will require more than Rs.100.00 Crs to be paid to Secured Creditors.

Mr. Varun Kakaria and Mr. Ramesh Kakaria to be charged with Criminal cases to help a fraud man to fool, the government and poor people. These guys have found ways to support Ammeet in forging signatures, providing fake and false information to government to get payment released. They also helped Ammeet to create a fake company Sangeeta Aviation Service Pvt. Ltd. just to deposit payment of Sangeeta Aviation Services Pvt. Ltd. which went into bankruptcy.

We will provide you more documentary evidence against all 4 of the above by 30.07.2022. We have deployed an agency to find all their cash/bank and property details and money trails for evidence.

Your urgent co-operation on the above is highly appreciated.

CC:

- 1) Jt. CP (EOW), Mumbai Police.
- 2) Commissioner of G.S.T., Mumbai.
- 3) Principal Commissioner of Income Tax-11, Mumbai.

## Index Entry

ಕ್ರಮಾಂಕ	(ಎ) ಅಭಿಯ ವಿವರ	ನಿರ್ವಹಣಾ ಇದಿಯ ದಿನಾಂಕ	(ಬಿ) ದಾಖಲೆ ಮಾಡಿದ ಮತ್ತೆ ಮೌಲ್ಯ (in Rs.)	ಕಟ್ಟಾಡರ ಹೆಸರು ಬರೆದು ಕೊಟ್ಟವರು	ಸಂಪುಟ ಸಿ. ಡಿ. ಸಂಖ್ಯೆ	ಪುಟ	ದಾಖಲೆ ಮಾಡಿದ ಉಲ್ಲೇಖ
(1)	(2)	(3)	(4)	(5)	(7)	(8)	(9)
1	<p>Banaswadi Banaswadi Property Schedule Description: (LAND MARK) Property bearing Municipal New No.15/1, situated at 9th A Main Road, Banaswadi, Bengaluru, Ward No.88, having PID No.88-245-15/1, Bengaluru, Previously known as Property being Western Portion of BMP Khatha Property No.New 15 at 9th Main Road, Banaswadi, Bengaluru, Ward No.88 (Old as H L No.1085/1, Dadda Banaswadi Village, K R Puram Hobli, Bengaluru South Taluk, Bengaluru). Measuring on the Eastern Side 49 ft, on the Western Side 40 ft, on the Northern Side 40 ft., on the Southern Side 40 ft. 1st (EAST) Portion of Property belonging to R.Chandra Reddy (WEST) Road (SOUTH) Private Property (NORTH) Road&gt;Note: (Schedule A: ) Property bearing Municipal New No.15/1, situated at 9th A Main Road, Banaswadi, Bengaluru, Ward No.88, having PID No.88-245-15/1, Bengaluru, Previously known as Property being Western Portion of BMP Khatha Property No.New 15 at 9th Main Road, Banaswadi, Bengaluru, Ward No.88 (Old as H L No.1085/1, Dadda Banaswadi Village, K R Puram Hobli, Bengaluru South Taluk, Bengaluru). Measuring on the Eastern Side 49 ft, on the Western Side 40 ft, on the Northern Side 40 ft., on the Southern Side 40 ft, totally measuring 1780 Sqft, consists of 4 Sais of AC Sheet roofed shed.</p> <p>Liability Details:</p>	24/09/2015	<p>Article Name:Sale Market Value: 4530975 Consideration Amount: 7200000</p>	<p>Anand Bansal S/o Late Gangaram . . . Anil Gupta S/o Indersain Gupta . . . Ritu Gang W/o Anil Gupta . . . Usha Bansal W/o Anand Bansal . . . Agrawal . . .</p>	BNSD388	11	BNS-1-09218-2015-16

ONLY FOR INFO

## Index Entry

ಕ್ರಮಾಂಕ	(ಎ) ಆಸ್ತಿಯ ವಿವರ	ನಿರ್ವಹಣಾ ಇತಿಹಾಸ ದಿನಾಂಕ	(ಬಿ) ದಾಖಲಾವೇಳಿನ ಸ್ವರೂಪ ಮತ್ತು ಮೌಲ್ಯ (In Rs.)	ಬರೆಯ ಕೊಟ್ಟವರು	ಕೈಗಾರಕರ ಹೆಸರು ಬರೆಯಿಸಿಕೊಂಡವರು	ಸಂಖ್ಯೆ ಸಿ. ಡಿ. ಸಂಖ್ಯೆ	ಪುಟ	ದಾಖಲಾವೇಳಿನ ಉಲ್ಲೇಖ
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	<p><b>Banaswadi Banaswadi</b> Property Schedule Description: (LAND MARK) Property bearing Municipal New No.15/1, situated at 9th A Main Road, Banaswadi, Bengaluru, Ward No.88, having PID No.88-245-15/1, Bengaluru. Previously known as Property being Western Portion of BMP Khatha Property No.New 15 at 9th Main Road, Banaswadi, Bengaluru, Ward No.88 (Old as H L No. 1085/1, Dadda Banaswadi Village, K R Puram Hobli, Bengaluru South Taluk, Bengaluru). Measuring on the Eastern Side 49 ft., on the Western Side 40 ft., on the Northern Side 40 ft., on the Southern Side 40 ft., tot (EAST) Portion of Property belonging to R.Chandira Reddy (WEST) Road (SOUTH) Private Property (NORTH) Road/Note: (Schedule A.) Property bearing Municipal New No.15/1, situated at 9th A Main Road, Banaswadi, Bengaluru, Ward No.88, having PID No.88-245-15/1, Bengaluru, Previously known as Property being Western Portion of BMP Khatha Property No.New 15 at 9th Main Road, Banaswadi Village, K R Puram Hobli, Bengaluru South Taluk, Bengaluru). Measuring on the Eastern Side 49 ft., on the Western Side 40 ft., on the Northern Side 40 ft., on the Southern Side 40 ft., totally measuring 1780 Sqft. consists of 4 Sqs of AC Sheet roofed shed.</p>	24/09/2015	<p>Article Name: Sale Market Value: 4530975 Consideration Amount: 7200000</p>	<p>Anand Bansal S/o Late Gangaram Anil Gupta S/o Indersain Gupta Ritu Garg W/o Anil Gupta, Ujjwa Bansal W/o Anand Bansal . . .</p>	<p>M/s. Supreme Transport Organisation Pvt. Ltd Rep by Its Joint Managing Director, Mr. Vimal Kumar Agrawal . . . .</p>	BNSD388	11	BNS-1-09218-2015-16

ONLY FOR INFO

ಈ ದಸ್ತಾವೇಜು.....(.....ಪುಟಗಳನ್ನು ಹೊಂದಿದೆ.....)  
ಒಂದನೇ ಪುಟದ ದಸ್ತಾವೇಜು ನಂಟು.....9.218.....  
2015-2016

1

**ABSOLUTE SALE DEED**

**THIS DEED OF ABSOLUTE SALE** is made and executed on this **24<sup>th</sup> Day of September, Two Thousand Fifteen (24-09-2015)** at Bangalore **BY and BETWEEN:**

**1.Sri. ANAND BANSAL**, Aged about 49 years,  
S/o Late.Gangaram,  
PAN ; ADEPB4510D.

**2.Smt. USHA BANSAL**, Aged about 45 years,  
W/o. Sri. Anand Bansal,  
PAN; ADGPB3565N.

**3. Sri.ANILGUPTA**, Aged about 44 years,  
S/o Sri.Indersain Gupta,  
PAN; ABLPG5295P.

**4. Smt. RITU GARG**, Aged about 41 years,  
W/o Sri. Anil Gupta,  
PAN; AELPG4246F.

All are residing at : No.25, 9<sup>th</sup> B main, 80 Feet Road,  
Chairman Layout, HRBR Layout, Banaswadi, Bangalore – 560 043.

Hereinafter referred to as the **VENDORS** (which term shall be deemed to mean and include their heirs, executors, legal representatives, successors, administrators and assigns etc.) of the **ONE PART ;AND IN FAVOUR OF :**

**M/s- SupremeTransport Organisation Pvt. Ltd**(PANNo;AAMCS0611A) having registered office at 5/B-34 Akshya Mittal Industrial Estate, M V Road, Andheri (E)-Mumbai -400059 (MH) Represented by Its Joint Managing Director **Mr. VIMAL KUMAR AGRAWAL**.

Hereinafter referred to as the **PURCHASER/COMPANY** (which term shall be deemed to mean and include its executors, legal representatives, administrators and assigns etc.) of the **OTHER PART**.

**WHEREAS** the VENDORS herein are the absolute owners of the immovable property bearing Municipal New No.15/1, Situated at 9<sup>th</sup> A Main Road, Banaswadi, Bangalore, Ward No.88, PID No.88-245-15/1, Bangalore, previously known as Property being Western Portion of BMP Khatha Property No. New.15, at 9<sup>th</sup> Main Road, Banaswadi, Bangalore, Ward No.88, (Old as H.L.No.1085/1, Dodda Banaswadi Village, K.R.Puram Hobli, Bangalore South Taluk, Bangalore, which is morefully described in the Schedule hereunder and hereinafter referred to as the **"SCHEDULE PROPERTY"**, is owned & possessed by the Vendors.

Anand Bansal

For **SUPREME TRANSPORT ORGANISATION PVT. LTD.**

Ush Bansal

Vimal Agrawal  
Director

Ush Bansal Ritu Garg

ನೀನೇ ಪ್ರತಿ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 9218  
2015-2016



ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Supreme Transport Organisation Pvt. Ltd Rep by its Joint Managing Director. Mr. Vimal Kumar Agrawal , ಇವರು 403200.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	403200.00	DD No.010613, Dt.23/09/2015, HDFC Bank, Bengaluru
ಒಟ್ಟು :	403200.00	

ಸ್ಥಳ : ಬಾಣಸವಾಡಿ

ದಿನಾಂಕ : 24/09/2015

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ  
ಉಪ ನೋಂದಣಿ ಅಧಿಕಾರಿ  
ಶಿವಾಜಿನಗರ (ಬಾಣಸವಾಡಿ)  
ಬೆಂಗಳೂರು - 560 043

Designed and Developed by C- DAC ,ACTS Pune.

THE SEAL OF THE SUPREME TRANSPORT ORGANISATION PVT. LTD.

ನೀ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 9818  
2013-2016

2

Whereas Sri.R.Chandra Reddy S/o Late. Ramaswamy, have acquired the rights and titles over the schedule property by way of Family Partition Deed dated 25.11.1999 bearing document No.6388/1999-2000 of Book No. I registered on 24.01.2000 in the office of the Sub Register, Krishnarajapura, Bangalore.

And whereas further Sri.R.Chandra Reddy along with his family members sold the schedule property to the vendors herein and have registered the same through Deed of Absolute Sale bearing document No.KRI-1-31788-2006-07, of Book No. I, Stored In CD No.KRID282, dated 24-01-2007, in the office of the Sub Register, K.R.Puram, Bangalore.

**AND WHEREAS**, the Vendors herein having acquired the schedule property in the manner referred to above have been in Un-interrupted peaceful possession and enjoyment of the same as its absolute owners thereof by paying necessary cesses and taxes to the concerned authority without any let or hindrance from any person or persons.

**AND WHEREAS**, the vendors for their legal and family necessity, have negotiated, agreed and decided to sell the Schedule Property, to the PURCHASER/COMPANY by making the representation that;

- That the VENDORS are the absolute owners of the schedule property and their title thereto is good, marketable and subsisting and that no one else has any right, title, interest or share in the schedule property.
- That the schedule property is not subject to any other encumbrances, liability, attachments, minor claims, court order or charges of any kind.
- That the schedule property is not a property in respect of which there is a prohibition against sale and that there is no bar or prohibition for the VENDORS to hold, acquire or sell the schedule property to the PURCHASER/COMPANY.
- That all original records pertaining to the Schedule Property stands in the name of the VENDORS.

**AND WHEREAS**, pursuant to successful negotiation with the PURCHASER/COMPANY herein the VENDORS have agreed to sell the Schedule Property, free from all encumbrances, charges, liens, court attachments, maintenance, claims, demands, etc., for a total sale consideration of **Rs.72,00,000/- (Rupees Seventy Two Lakh Only)**.

**AND WHEREAS**, on faith and assurances of the VENDORS that the Schedule Property is free from all kinds of charges, court attachments, liens, etc., the PURCHASER/COMPANY has agreed to purchase the Schedule Property for a total sale consideration of **Rs.72,00,000/- (Rupees Seventy Two Lakh Only)**.

Amanet Bansal  
Ushu Bansal for the Govt

For SUPREME TRANSPORT ORGANISATION P.O. LTD.

Jinal Agrawal  
Director

...ನೇ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 2015-2016

2015-2016



Print Date & Time : 24-09-2015 03:06:30 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 9218

ಬಾಣಸವಾಡಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 24-09-2015 ರಂದು 01:58:08 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ವೆ
1	ನೋಂದಣಿ ಶುಲ್ಕ	72000.00
2	ಸೇವಾ ಶುಲ್ಕ	390.00
	ಒಟ್ಟು :	72390.00

ಶ್ರೀ M/s. Supreme Transport Organisation Pvt. Ltd Rep by its Joint Managing Director. Mr. Vimal Kumar Agrawal ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Supreme Transport Organisation Pvt. Ltd Rep by Its Joint Managing Director. Mr. Vimal Kumar Agrawal			

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪುರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು	ಸಹಿ
1	M/s. Supreme Transport Organisation Pvt. Ltd Rep by Its Joint Managing Director. Mr. Vimal Kumar Agrawal . (ಬರೆಸಿಕೊಂಡವರು)			
2	Anand Bansal S/o Late Gangaram . (ಬರೆದುಕೊಡುವವರು)			

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ  
ಶಿವಾಜಿನಗರ (ಬಾಣಸವಾಡಿ)  
ಬೆಂಗಳೂರು - 560 043

.....ನೇ ಪ್ರತಿಷ್ಠಿತ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ.....೨೨೧೬.....  
2013-2016

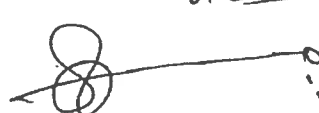
3

**NOW THIS SALE DEED WITNESSETH AS FOLLOWS:-**

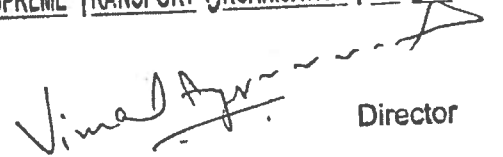
**WHEREAS**, the VENDORS shall sell unto the PURCHASER/COMPANY, all that piece and parcel of the Schedule Property in its entirety together with easements, hereditaments, rights and things and items which are permanently fastened and attached to the schedule land and all other attributes and valuables situated in the schedule property in favour of the PURCHASER/COMPANY, along with all the aforementioned attributes. The VENDORS have agreed to sell the schedule property to the PURCHASER/COMPANY for a sale consideration of **Rs.72,00,000/- (Rupees Seventy Two Lakh Only)** and the PURCHASER/COMPANY has paid the entire sale consideration to the VENDORS in the following manner :





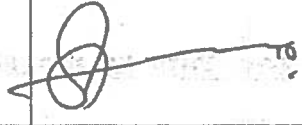


- a) **Rs.10,00,000/- (Rupees Ten Lakh Only)** by way of Cheque bearing No.001693, dated 11-08-2015, drawn on Kotak Mahindra Bank Ltd., Bangalore, issued in favour of Mr. Anand Bansal.
- b) **Rs.10,00,000/- (Rupees Ten Lakh Only)** by way of Cheque bearing No.001694, dated 11-08-2015, drawn on Kotak Mahindra Bank Ltd., Bangalore, issued in favour of Mrs. Usha Bansal.
- c) **Rs.10,00,000/- (Rupees Ten Lakh Only)** by way of Cheque bearing No.001695, dated 11-08-2015, drawn on Kotak Mahindra Bank Ltd., Bangalore, issued in favour of Mr. Anil Gupta.
- d) **Rs.10,00,000/- (Rupees Ten Lakh Only)** by way of Cheque bearing No.001696, dated 11-08-2015, drawn on Kotak Mahindra Bank Ltd., Bangalore, issued in favour of Mr. Ritu Gupta.
- e) **Rs.5,00,000/- (Rupees Five Lakh Only)** by way of Cheque bearing No.001721, dated 25-08-2015, drawn on Kotak Mahindra Bank Ltd., Bangalore, issued in favour of Mr. Anand Bansal.
- f) **Rs.5,00,000/- (Rupees Five Lakh Only)** by way of Cheque bearing No.001722, dated 25-08-2015, drawn on Kotak Mahindra Bank Ltd., Bangalore, issued in favour of Mrs. Usha Bansal.
- g) **Rs.5,00,000/- (Rupees Five Lakh Only)** by way of Cheque bearing No.001723, dated 25-08-2015, drawn on Kotak Mahindra Bank Ltd., Bangalore, issued in favour of Mr. Anil Gupta.
- h) **Rs.5,00,000/- (Rupees Five Lakh Only)** by way of Cheque bearing No.001724, dated 11-08-2015, drawn on Kotak Mahindra Bank Ltd., Bangalore, issued in favour of Mrs. Ritu Gupta.
- i) **Rs.2,82,000/- (Rupees Two Lakh Eighty Two Thousand Only)** by way of Cheque bearing No.001744, dated 15-09-2015, drawn on Kotak Mahindra Bank Ltd., Bangalore, issued in favour of Mr. Anand Bansal.
- j) **Rs.2,82,000/- (Rupees Two Lakh Eighty Two Thousand Only)** by way of Cheque bearing No.001745, dated 15-09-2015, drawn on Kotak Mahindra Bank Ltd., Bangalore, issued in favour of Mrs. Usha Bansal.
- k) **Rs.2,82,000/- (Rupees Two Lakh Eighty Two Thousand Only)** by way of Cheque bearing No.001746, dated 15-09-2015, drawn on Kotak Mahindra Bank Ltd., Bangalore, issued in favour of Mr. Anil Gupta.



Anand Bansal  
  
Ush Bansal  
Anil Gary

For **SUPREME TRANSPORT ORGANISATION PVT. LTD.**

Vimal Agrawal  
  
Director

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿನ ಗುರುತು	ಸಹಿ
3	Usha Bansal W/o Anand Bansal . (ಬರೆದುಕೊಡುವವರು)			Usha Bansal
4	Anil Gupta S/o Indersaln Gupta . (ಬರೆದುಕೊಡುವವರು)			
5	Ritu Garg W/o Anil Gupta . (ಬರೆದುಕೊಡುವವರು)			Ritu Garg

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2015-2016

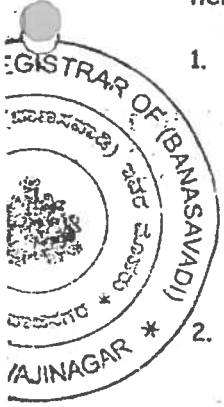
  
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್  
ಉಪ ನೋಂದಣಾಧಿಕಾರಿ  
ವಿವಾಹನಗರ (ಬಾಣಸಹಾಡಿ)  
ಬೆಂಗಳೂರು - 560 043  
THE SEAL OF THE SUB-R  
ಇವು ನೋಂದಣಾಧಿಕಾರಿ  
S.H.

.....ನೀ ಪ್ರತಿ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ ೨೨೧೮  
2013-2016

4

- l) **Rs.2,82,000/- (Rupees Two Lakh Eighty Two Thousand Only)** by way of Cheque bearing No.001747, dated 15-09-2015, drawn on Kotak Mahindra Bank Ltd., Bangalore, issued in favour of Mrs. Ritu Gupta.
- m) **Rs.72,000/- (Rupees Seventy Two Thousand Only)** has been Paid towards TDS in the form of (18,000 X 4 = 72,000), through acknowledgment Nos.AC3667484, AC3667403, AC3667521, AC3667602, dated 24-09-2015.

The above said amounts has been Paid before the following witnesses. The receipt of the said sale consideration amount is hereby unequivocally acknowledged by the VENDORS herein.



1. In pursuance of this indenture and In consideration of the sale consideration referred to ante, the VENDORS does hereby grant, convey, transfer, handover physical possession, assign, alienate and makeover the schedule Property in its entirety by way of absolute sale all the estate, right, title and interest, claims and equities whatsoever the VENDORS hitherto had and enjoyed in, to upon or in respect of the Schedule Property and all and singular benefits hereinbefore expressed which is hereunder sold and conveyed to the PURCHASER/COMPANY absolutely and forever free from all encumbrances.
2. The VENDORS does hereby unequivocally acquits them self of all rights, title and interest whether individual, or joint, singular or gregarious hitherto enjoyed by them and absolutely transfer and make over all such rights, titles and interest they have enjoyed in respect of the schedule property in favour of the PURCHASER/COMPANY.
3. The VENDORS further covenants with the PURCHASER/COMPANY that the Schedule Property sold to the PURCHASER/COMPANY under this Deed is the absolute Property of the VENDORS and none others have any manner of right, title and interest over the same to sell, grant, assign, transfer to the PURCHASER/COMPANY to **HAVE** and to **HOLD** the same absolutely, peacefully forever with all easements, privileges, hedges, appurtenant, things which are fixed therein and subservient thereto, etc.
4. As has been acknowledged by the VENDORS in anterior portion, the sale consideration is confirmed at **Rs.72,00,000/- (Rupees Seventy Two Lakh Only)** and the VENDORS does hereby unequivocally acquits the PURCHASER/COMPANY from making any further payment towards the sale consideration or towards any other expenses, arrears of taxes, cesses in relation to any other.

For SUPREME TRANSPORT ORGANISATION PVT. LTD.

Anand Bansal

Ushu Bansal

Ritu Gupta


Director

ಗುರುತಿಸುವವರು

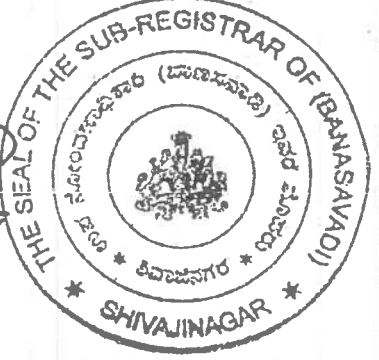
1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 9.218  
2015-2016

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Kamal Agarwal No.5, 1st Cross, Opp SBI Bank, Horamavu Main Road, Bengaluru-43	
2	Babu M.R No.31/A, 9th B Main, 1st Block, HRBR layout, Kalyan Nagar, Bengaluru-43	

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್  
ಉಪ ನೋಂದಣಾಧಿಕಾರಿ  
ಶಿವಾಜಿನಗರ (ಬಾಣಸವಾಡಿ)  
ಬೆಂಗಳೂರು - 560 043

  
1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು  
ನಂಬರ BNS-1-09218-2015-16 ಆಗಿ  
ಸಿ.ಡಿ. ನಂಬರ BNSD388 ನೇ ಧರಲ್ಲಿ  
ದಿನಾಂಕ 24-09-2015 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ಬಾಣಸವಾಡಿ )  
ಕೆ. ವಿ. ರವಿಕುಮಾರ್  
ಉಪ ನೋಂದಣಾಧಿಕಾರಿ  
ಶಿವಾಜಿನಗರ (ಬಾಣಸವಾಡಿ), ಬೆಂಗಳೂರು - 43.



Designed and Developed by C-DAC, ACTS, Pune

.....ನೀ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ..... 9218  
2015-2016

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5. The VENDORS does hereby assures the PURCHASER/COMPANY that the Schedule Property or any portion thereof is not subject to any dispute in any court of law nor the schedule property or any portion thereof is subjected to any attachment of any court or by operation of any law and or by agreement inter-vivos and every portion of the same enjoys absolute alienable disposition.

6. The VENDORS acknowledges and admits that they have put the PURCHASER/COMPANY in **ABSOLUTE POSSESSION** of the entire schedule property and acquits themselves of possession and further assures that, the PURCHASER/COMPANY shall hold and enjoy the schedule property forever free from any let, hindrance, interruption or disturbance by the VENDORS or any person claiming through or under him.

The Vendors hereby covenants and agree, with the Purchasers to save harmless and indemnify the Purchasers against all losses or damages which they might sustain or incur in respect of any encumbrances made by the Vendors or any of their predecessors in title or in respect of any other claims that may be put forward to the schedule property or in respect of any arrears of corporation taxes, rates, cess, assessments or any other charges or lien or any attachments made by any Court of law or on account of any defect of title (latent or patent) of the Vendors to the Schedule Property.

8. Further the VENDORS assures that the taxes, cesses, charges levies and such revenue outgoings charges, or chargeable levied or leviable by the Government, State or Central and / or other autonomous body or bodies competent to levy has been paid.

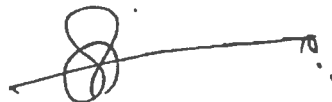
9. The VENDORS further assures the PURCHASER/COMPANY that the Schedule property has not been subjected to any earlier contract of sale or lease or mortgage and the schedule property does not suffer from any liability of pre-emption and the VENDORS have not been a party to any contract whereby that, they have been prevented from conveying the schedule property to the PURCHASER/COMPANY nor the schedule property or any portion thereof is servient to any dominant servitude or easement.

10. The VENDORS have this indenture conveyed unto the PURCHASER/COMPANY the entire schedule property and hereby recognizes, admit and declare that the PURCHASER/COMPANY has obtained all the required title.

11. The VENDORS undertakes to execute all the necessary forms, applications or deeds, from time to time, which are required to perfect the title granted under this Indenture or for any other lawful purpose.

For SUPREME TRANSPORT ORGANISATION PVT. LTD.

Anand Bansal

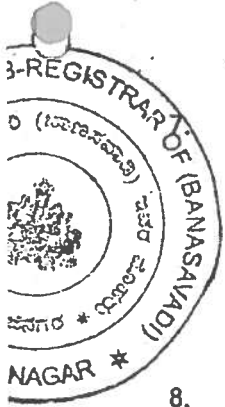


Ushu Bansal

Jyoti Garg



Director



...ದಿನೇ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ... 9218

2015-2016

6

12. The VENDORS have handed over to the PURCHASER/COMPANY all the copies of relevant documents pertaining to the title deeds of the Schedule Property.
13. The entire expenses of stamp duty, registering, documentation and other incidental expenses are borne by the PURCHASER/COMPANY.
14. The Vendors herein have no objection for the PURCHASER/COMPANY to get the Katha of Schedule property transferred into PURCHASER/COMPANY name. Further, the PURCHASER/COMPANY are hereby authorized to get transferred to PURCHASER/COMPANY name all relevant licenses, documents and other necessary permissions which are now standing in the name of the Vendors at the respective Statutory Authorities along with the Deposits.

**SCHEDULE PROPERTY**

All that piece and parcel of the residential house property bearing Municipal New No.15/1, Situated at 9<sup>th</sup> A Main Road, Banaswadi, Bangalore, Ward No.88, having PID No.88-245-15/1, Bangalore, previously known as Property being Western Portion of BMP Katha Property No. New.15, at 9<sup>th</sup> Main Road, Banaswadi, Bangalore, Ward No.88, (Old as H.L.No.1085/1, Dodda Banaswadi Village, K.R.Puram Hobli, Bangalore South Taluk, Bangalore),

**Measuring as follows;**

On the Eastern Side : 49 Feet,


On the Western Side : 40 Feet,

On the Northern Side : 40 Feet,

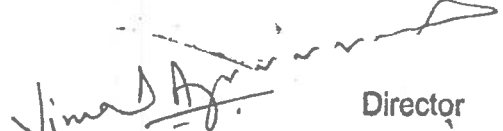
On the Southern Side : 40 Feet.

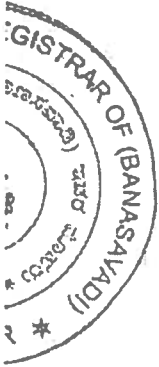
In all total measuring 1780 Sq Ft.,

For SUPREME TRANSPORT ORGANISATION PVT. LTD.

Anand Bansal  


Ushu Bansal  
Jitu Garg

  
Director



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2015-2016

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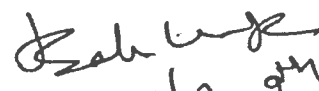
**And presently bounded on the :**

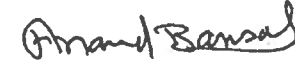



- East by : Portion of Property belonging to Sri.R. Chandra Reddy,  
West by : Road,  
North by : Road,  
South by : Private Property.

The schedule property consists of 4 squares of A.C Sheet roofed Shed, constructed with mud walls, mud flooring, jungle wood, without any other civic amenities. The market value of the Schedule Property is **Rs.72,00,000/- (Rupees Seventy Two Lakh Only)**.

**IN WITNESS WHEREOF**, the parties to this deed have affixed their respective signatures, on the date, month and year first above mentioned, in the presence of the following witnesses.

**WITNESSES:**

1.   
Kamal Agarwal  
5 1st cross opp  
Sri Banic  
Haramma main  
Bangalore-43
2.   
No 31/A, 9th B main  
1st Block,  
HRBR layout,  
Kalyan Nagar  
Bangalore-43.

1.   
Anand Bansal
2.   
Ushe Bansal
3.   
Jitu Gang
4.   
Jitu Gang

**VENDORS**

For **SUPREME TRANSPORT ORGANISATION PVT. LTD.**

**PURCHASER/COMPANY**

Director

Rep by its Joint Managing Director

**Drafted By Me**



**G. KRISHNA REDDY, B.A., LLB.**  
**ADVOCATE**

Roll No. 676/84

No. 244, 7th 'B' Main, HRBR 1st Block,  
Kalyan Nagar, Bangalore - 560 043



ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಶ ಇಲಾಖೆ

ಪ್ರವೃತ್ತಿ 15

(78 ನೇ ಪ್ರಕರಣ ಹಾಗೂ 110ನೇ ನಿಯಮವನ್ನು ನೋಡಿ)

Receipt No : 7489

ಕಛೇರಿ : ಬಾಣನವಾಡಿ

Original

ದಿನಾಂಕ : 24/09/2015

ಶ್ರೀ M/s. Supreme Transport Organisation Pvt. Ltd Rep by Its Joint Managing Director. Mr. Vimal Kumar Agrawal - ಇವರಿಂದ ಸ್ವೀಕರಿಸಲಾಗಿದೆ  
2015 - 16 ವರ್ಷದ '9218 ಸಂಖ್ಯೆಯ ಆಜ್ಞೆಗಾಗಿ

ರೂ. ಪೈ.

ಮುದ್ರಾಂಶ ಶುಲ್ಕ

40.00

ಒಟ್ಟು :

40.00

Rs. 40.00 ನಗದಾಗಿ Paid by Cash

ನಗದಾಗಿ ಸ್ವೀಕರಿಸಿದ ಮುದ್ರಾಂಶ ಶುಲ್ಕ :

+

0

ಒಟ್ಟು :

40.00

( ಅಕ್ಷರದಲ್ಲಿ ) ( ರೂ. ಸಲವತ್ತು )

ಸಬ್ ರೆಜಿಸ್ಟ್ರಾರ್ ಬಾಣನವಾಡಿ

Designed and Developed by C- DAC ,ACTS Pune.

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ  
ಶಿವಾಜಿನಗರ (ಬಾಣನವಾಡಿ)  
ಬೆಂಗಳೂರು - 5610 043



ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಶ ಇಲಾಖೆ

ಪ್ರವೃತ್ತಿ 15

(78 ನೇ ಪ್ರಕರಣ ಹಾಗೂ 110ನೇ ನಿಯಮವನ್ನು ನೋಡಿ)

Receipt No : 10087

ಕಛೇರಿ : ಬಾಣನವಾಡಿ

Original

ದಿನಾಂಕ : 24/09/2015

ಶ್ರೀ M/s. Supreme Transport Organisation Pvt. Ltd Rep by Its Joint Managing Director. Mr. Vimal Kumar Agrawal - ಇವರಿಂದ ಸ್ವೀಕರಿಸಲಾಗಿದೆ  
2015 - 16 ವರ್ಷದ ಪ್ರವೃತ್ತಿ - 1 ಪ್ರವೃತ್ತಿ 9218 ಸಂಖ್ಯೆಯ ಪತ್ರದ ನೋಂದಾವಣೆಗಾಗಿ

ರೂ. ಪೈ.

ನೋಂದಣಿ ಶುಲ್ಕ

72000.00

ಸೇವಾ ಶುಲ್ಕ

390.00

ಒಟ್ಟು :

72390.00

Rs. 390.00 ನಗದಾಗಿ Paid In Cash 72000.00 ಡಿ.ಡಿ.ಮೂಲಕ DD No.010612.

Dt.23/09/2015, HDFC Bank, Bengaluru

ನಗದಾಗಿ ಸ್ವೀಕರಿಸಿದ ಮುದ್ರಾಂಶ ಶುಲ್ಕ :

+

0

ಒಟ್ಟು :

72390.00

( ಅಕ್ಷರದಲ್ಲಿ ) ( ರೂ. ಎಪ್ಪತ್ತೈದು ಸಾವಿರದ ಮೂರು ನೂರು ತೊಂಬತ್ತು )

ಮೇಲಿನ ದಾಖಲೆಯನ್ನು 24/09/2015 ದಿನದಂದು ಓದಿಸಲಾಗುವುದು

ಸಬ್ ರೆಜಿಸ್ಟ್ರಾರ್ ಬಾಣನವಾಡಿ

Designed and Developed by C- DAC ,ACTS Pune.

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ  
ಶಿವಾಜಿನಗರ (ಬಾಣನವಾಡಿ)  
ಬೆಂಗಳೂರು - 560 043



Stamp duty Rs. 2910/-

Stamp duty Rs. 2910/-

Corp. tax Rs. 4850/-

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Total Rs. 7760/-  
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Stamp duty

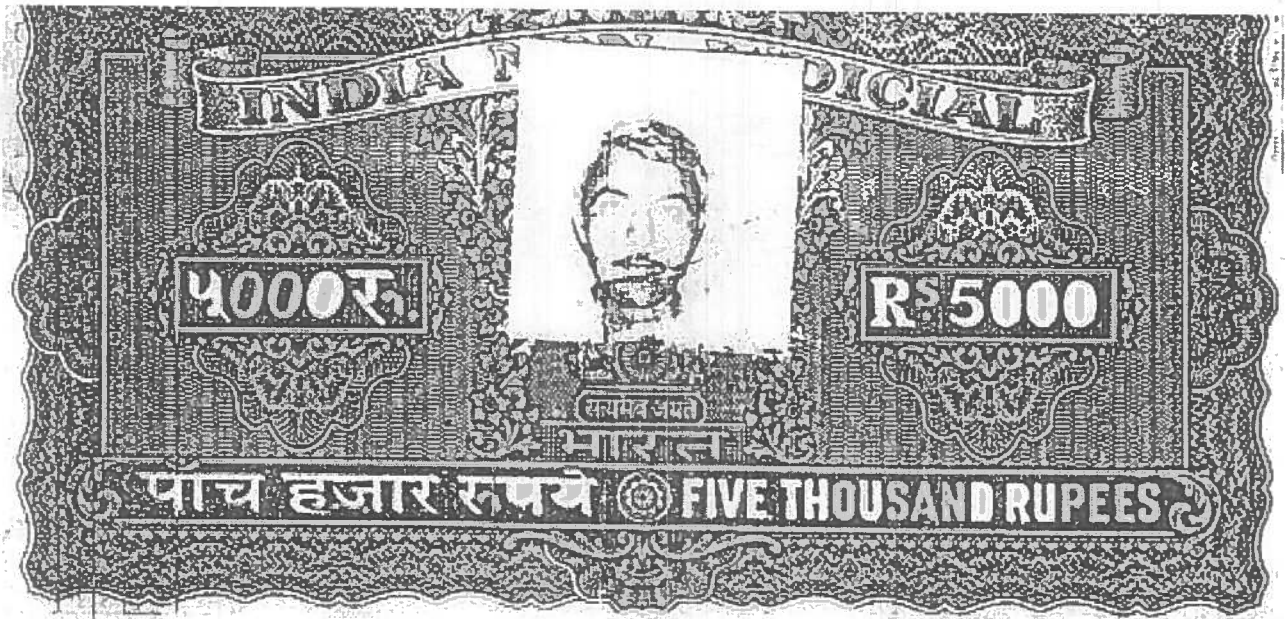
This deed is executed at Delhi on 19/4/93  
by sh. sathir singh s/o sh. chhatar singh, vpo: s. Bad paulapur, Distt  
Delhi, General Attorney of sh. ~~XXXXXXXXXXXX~~ Daya and

*Sathir Singh*

sh. ~~XXXXXXXXXXXX~~ Hari Lal Jharia Sharma s/o s/o: Posth Khurd,  
Delhi, vide GPA dt. 13.4.1993 attested by notary public,

contd..2..

*Sathir Singh*



SALE DEED

For a sum of Rs.1,02,000/-

Stamp Duty..Rs.3060/-

Corpn. Tax..Rs.5100/-

Total...Rs.8160/-

THIS DEED OF SALE is made at Delhi on this 19th day  
of Sh. S. S. Rana s/Osh. C. S. Rana, vpo, 9, Bad Daulatpur, Delhi, GPA of  
of April, 1993, by Shri Mohinder Kumar Jain son of Shri Tara  
/vide GPA dated 16.4.1993 attested by notary public, Delhi,  
chand resident of N-24, C.C. Colony, Delhi / hereinafter called  
the 'VENDOR'.....Citizen of India.

*Satyajit*

P/2



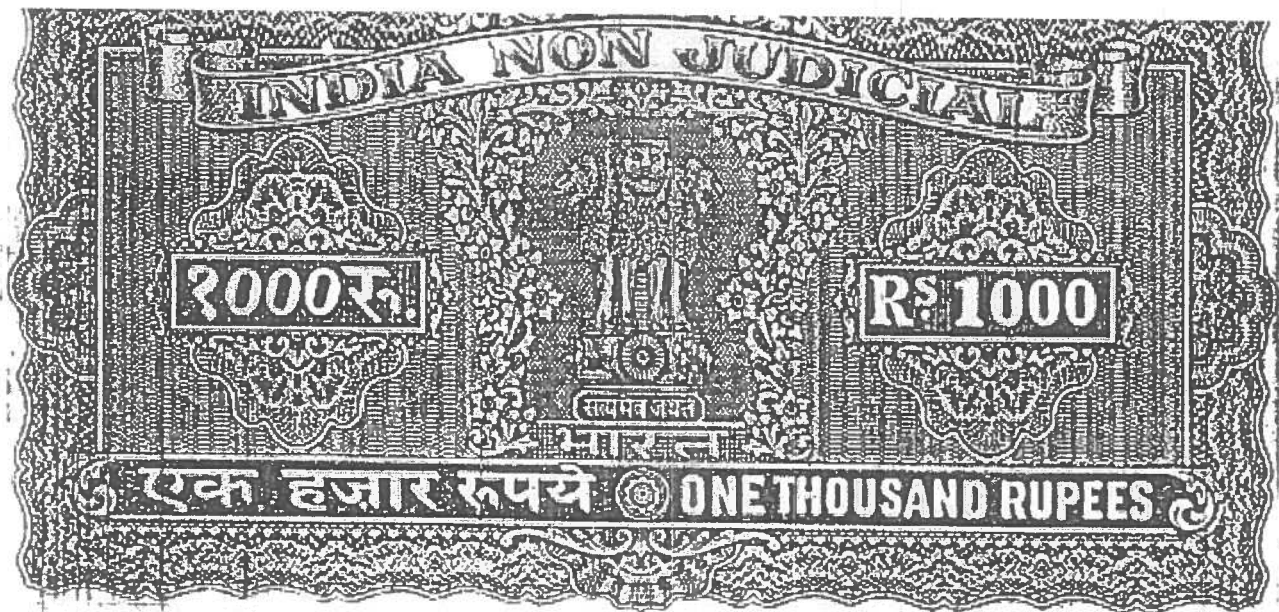
..3..

The expressions of the vendor and the  
vendee both shall mean and include their heirs,  
successors, executors and assigns.

Whereas the vendor is owner, occupiers,  
landlords and in absolute possession of land  
measuring 1 bigha out of khasra no. 3/3,  
situated in the area of village Sahibabad Maulat  
pur, Delhi, as per revenue records, in the name of Shri  
Daya Nand Sharma, who is still alive and he has not  
cancelled his General Power Of Attorney, till date.

..4..

*Satyam*



-3-

WHEREAS the vendor is the exclusive owner, Bhumidar and in absolute possession of piece of land measuring 1 Bigha 1 Biswas out of Khasra No. 22/23 (0-12), and 39/3 (0-9), situated in the area of village Shahibabad Daultpur, Delhi-42, as per revenue records.

AND WHEREAS the vendor for his bonafide needs and legal requirements has agreed to sell the above mentioned land unto the vendee, who has also agreed to purchase the same for a total consideration amount of Rs. 1,02,000/- (Rs. one lac two thousand only). The entire consideration amount has been received by the vendor from the vendee in cash in advance, which the vendor hereby again admit and acknowledges before the Sub-Registrar, Delhi.

*Satyajit*

...p/4....

40  
#  
Annexure 23

EXP. OR RS. 97,000/-

(Copy)

Stamp Duty Rs. 2,910/-

Corpn. Tax Rs. 4,850/-

Total Rs. 7,760/-

SALE DEED

This Sale Deed is executed at Delhi on 19/4/93 by SH. Satbir Singh S/o Sh. Chhattar Singh, VPO: S. Bad Daulatpur, Delhi, General Attorney of Shri Daya Chand.

Sharma son of Shri Mai Chand Sharma, R/o VPO: Pooth Khurd, Delhi vide GPA dt. 13.4.1993 attested by notary public, Delhi, hereinafter called the Vendor (citizen of India), in favour of favour of M/s Supreme Transport Organisation at 32, Khanqa Market, Tis Hazari, Delhi, through its Partner Shri Jagdish Chander son of Shri Ramji Lal R/o 47-A, Block A D, Pitam Pura, Delhi, hereinafter called the Vendee (citizen of India)

The expressions of the Vendor and the Vendee both shall mean and include their heirs, successors, executors and assigns.

Whereas the Vendor is owner, occupiers, bhumi-dar and in absolute possession of Land measuring 1 bigha out of Khaska No. 39/3, situated in the area of village Shahbad Daulatpur, Delhi, as per revenue records, in the name of Shri Dayanand

44  
85

SALE DEED FOR A SUM OF RS. 1,00,000/-

Stamp Duty Rs. 3,000/-

Corpn. Tax Rs. 5,000/-  
Total Rs. 8,000/-

SALE DEED

This Sale Deed is executed at Delhi on 11<sup>th</sup> day of September 1996 By Smt. Meenu Rijwani wife of Shri Rakesh Rijwani resident of G-27, C.C. Colony, Delhi, hereinafter called the Vendor, in favour of M/s Supreme Transport Organisation at 32, Khanna Market, Tis Hazari, Delhi, through its Partner Shri Jagdish Chander son of Shri Ramji Lal resident of A-47, Block-AD, Pitam Pura, Delhi-34, hereinafter called the Vendee.

The expressions of the Vendor and the Vendee both shall mean and include their heirs, successors, executors and assigns etc.

Whereas the Vendor is owner, occupier and in absolute possession of Land measuring 1 bigha out of Khastri No. 22/23min, situated in revenue estate of village Shabbati Daulatpur, Delhi, as per revenue records.

And whereas the Vendor in his complete needs and legal

and signature has agreed to sell the said land to the Vendee and the

118 98

SALE DEED FOR A SUM OF RS. 1,00,000/-

Stamp Duty Rs. 3,000/-

Corpn. Tax Rs. 5,000/-  
Total Rs. 8,000/-

SALE DEED

This Sale Deed is executed at Delhi on 01<sup>st</sup> day of November 1996 By Shri. Mangal Sein Jain son of Shri Gopal Jain resident of 292, Mukharji Nagar, Ganga Nagar, Rajasthan, hereinafter called the Vendor, in favour of M/s Supreme Transport Organisation at 32, Khanna Market, Tis. Hazari, Delhi, through its karta Shri Jagdish Chander Singh son of Shri Ramji Lal resident of A-47, Block-AD, Pitam Pura, Delhi-34, hereinafter called the Vendee.

The expressions of the Vendor and the Vendee both shall mean and include their heirs, successors, executors and assigns etc.

Whereas the Vendor is owner, occupiers and in absolute possession of Land measuring 1 bigha out of Khasra No. 22/23, situated in revenue estate of village Shahbad Daulatpur, Delhi, as per revenue records.

122 52

**SALE DEED**

For a sum of Rs. 1,02,000/-

Stamp Duty Rs. 3,060/-

Corpn. Tax Rs. 5,100/-

Total Rs. 8,160/-

**SALE DEED**

THIS DEED OF SALE is made at Delhi on this 19<sup>th</sup> day of April, 1993 by Shri S.S. Rana S/o Sh. C.S. Rana, VPO-S. Bad Dautapur, Delhi, GPA of Shri Mohinder Kumar Jain son of Shri Tara Chand resident of N-24, C.C. Colony, Delhi vide GPA dated 16-4-1993 attested by notary public Delhi, hereinafter called the 'VENDOR'..... Citizen of India.

**IN FAVOUR OF:**

M/s Supreme Transport Organisation at 32, Khanna Market, Tis Hazari, Delhi, through its Partner Shri Mahesh Chander son of Shri Ramji Lal resident of 47-A, BIKAD, Pitampura, Delhi, hereinafter called the 'VENDEE'..... Citizen of India.

The expressions of the Vendor and the Vendee shall mean and include their heirs, successors, executors and assigns of the respective parties.

TRUE COPY

126.58

SALE DEED

For a sum of Rs. 1,00,000/-

Stamp Duty Rs. 3,000/-

Corpn. Tax Rs. 5,000/-

Total Rs. 8,000/-

SALE DEED

THIS DEED OF SALE is made at Delhi on this 15<sup>th</sup> day of November, 1996 by Shri Smt. Kanchan Van Thakkar wife of Shri VV Thakkar resident of 107, Gujrat Vihar, Preet Vihar, Delhi, hereinafter called the Vendor, IN FAVOUR OF M/s Supreme Transport Organisation at 32, Kharina Market, Tis Hazari, Delhi, through its karta Shri Jagdish Chander Sihag son of Shri Ramji Lal resident of A/47, AD-Block, Pitampura, Delhi, hereinafter called the Vendee.

The expressions of the Vendor and Vendee both shall mean and include their heirs, successors, executors and assigns, etc.

Whereas the Vendor is the owner, occupier and in absolute possession of agriculture land measuring 1/8<sup>th</sup> bearing Khasra No. 22/23 min situated in revenue estate of village Shahbad Daulatpur, Delhi, as per revenue records.

1/8 COPY

17-03-2022	BI219958	SUPREME TRANSPORT	46,87,900.00	8,564.68CR
30-03-2022	2883245260	NEFT/RBI0902284602406/Gul	26,09,097.00	26,17,661.68CR
04-04-2022	BI899586	SUPREME TRANSPORT	26,09,097.00	8,564.68CR
25-05-2022	286824201	99999X ACCOUNT MAINTENANCE CHARG	162.26	8,402.42CR
26-07-2022	2875607535	0001045847 NEFT/N207222051636983/NIP	24.00	3,31,018.42CR
27-07-2022	286382179	0001049613 Charges: NEFT/BKIDN2220896	3,23,278.00	3,30,994.42CR
27-07-2022	286382179	0001049613 NEFT/BKIDN22208969219/ ID	162.26	7,716.42CR
23-08-2022	287190658	99999X ACCOUNT MAINTENANCE CHARG		7,554.16CR
TOTAL (Curr. INR) ?			4,72,87,094.34	4,72,94,648.50
				7,554.16CR

Manager/Chief Manager

Date : 30-08-2022

Signature

\*\*\* 3 pages printed. End of report \*\*\*

48. Pending the hearing and final disposal of this Application, the Applicants pray that this Hon'ble Tribunal be graciously pleased to grant following **Interim Reliefs**:

- a. to restrain the Respondent No 2, 5 & 6 from selling, disposing of, negotiating, alienating, transferring, assigning, encumbering the properties and Assets of the Respondent No. 1 Company or creating any third party right, title or interest in respect of or parting with the possession of the properties and Assets in any manner whatsoever;
- b. to pass an order seizing all the bank accounts of the Company and make a new escrow account for all the transactions to be operated jointly by the Petitioner and Respondent sides representatives restraining the Respondent Nos. 2, 5 and 6 from unilaterally operating any Bank account of Respondent No. 1 Company;
- c. to pass an Order for payment of the directors' remuneration to the Applicants from 01.04.2019 onward.
- d. to pass an Order for forensic audit of the Accounts of the Respondent No. 1 Company on such terms as this Hon'ble Tribunal deem fit and proper and submit the Report to this Hon'ble Tribunal within a period fixed by this Hon'ble Tribunal;
- e. to pass an Order directing Respondent Company, Statutory Auditors, their servants and agents for providing to the Applicants full, free and complete inspection and to furnish copies of all required documents, accounts, records, books, papers and vouchers of the Company with regard to the affairs of the Company and/or the loans and advances accepted/given by the Company from;
- f. to pass an Order restraining from interfering or disturbing the shareholding of the all the Petitioners and Applicants in the

*Vinod Ag...*

for Vinod Aggarwal  
*Vinod Ag...*

- (e) To direct holding of Board meetings and General meeting to approve accounts for last pending years.
- (f) to direct the Respondent No. 2, 5 & 6 and their respective servants, agents and assigns to make a full, free and complete disclosure of all Records and Documents of the Company with regards to the affairs of the Company;
- (g) to pass a perpetual Order of Injunction restraining Respondents No. 2, 5 & 6 from in any manner dealing with, depositing of, negotiating, alienating, transferring, assigning of encumbering the properties and the Assets of the Respondent No. 1 Company or creating any third party right, title or interest in respect of parting with the possession of the said properties in any manner whatsoever;
- (h) to restrain the Respondents, Creating any liability in the Respondent No. 1 Company, giving loans from the funds of the Respondent No. 1 Company and/or accepting any loan on behalf of the Respondent No. 1 Company;
- (i) to restrain the Respondents, Utilizing the funds of the Respondent No. 1 Company for the purpose of the instant litigation in any manner whatsoever;
- (j) to Pass an Order not to hold liable the Applicants for any illegal and fraud done by the Respondents No. 2, 5 & 6;
- (k) In alternative, that this Hon'ble Tribunal be pleased to pass an Order for winding up of the Company;
- (l) Pass such other and/or further order(s) as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the present case.

*Nimish Aggarwal*      *for Urish Aggarwal*  
*Nimish Aggarwal*



Certificate of Formation  
Government of Ras Al Khaimah

شهادة تأسيس  
حكومة رأس الخيمة

Registration No. RAKFTZA-FZE- 4019338 رقم التسجيل:  
Registration Date: 05 March 2017 تاريخ التسجيل:

The Ras Al Khaimah Free Trade Zone Authority hereby certifies that implementing regulations regarding the formation of a Free Zone Establishment and all legal requirements concerning the incorporation have been satisfied and:

تشهد هيئة المنطقة الحرة برأس الخيمة بأن كافة الإجراءات و متطلبات قانون تأسيس مؤسسة منطقة حرة قد إستوفيت وعليه فإن:

## POTOMAC AVIATION TECHNOLOGY FZE

## بوتوماك أفياشين تكنولوجي م م ح

Is incorporated in the Ras Al Khaimah Free Trade Zone as a Free Zone Establishment with limited liability

قد تأسست في المنطقة الحرة برأس الخيمة كمؤسسة منطقة حرة ذات مسؤولية محدودة

The said Establishment is incorporated under our seal, at Ras Al Khaimah Free Trade Zone, Ras Al Khaimah, United Arab Emirates

المؤسسة المذكورة تأسست بمعرفتنا وتحت ختمنا بالمنطقة الحرة برأس الخيمة، رأس الخيمة، الإمارات العربية المتحدة

Licensing Department  
Ras Al Khaimah Free Trade Zone Authority



قسم التراخيص  
هيئة المنطقة الحرة برأس الخيمة



Commercial Licence  
Government of Ras Al Khaimah

رخصة تجارية  
حكومة رأس الخيمة

LICENSE NO	5014109	5014109	رقم الرخصة
LICENSEE	Swapnil Baban Chavan	سوابنيل بابان تشافان	صاحب الرخصة
OPERATING NAME	POTOMAC AVIATION TECHNOLOGY FZE	بوتوماك أفياشين تكنولوجي م م ح	الإسم التجاري
ADDRESS	P.O.Box 39959 Ras Al Khaimah United Arab Emirates	ص ب 39959 رأس الخيمة الإمارات العربية المتحدة	العنوان
ACTIVITY	Trading in Aircraft Spare Parts, Components, Airport Equipment, Handling, Loading & Lifting Equipment	التجارة بقطع غيار الطائرات ومكوناتها، ومعدات المطارات، ومعدات وآلات التحميل والرفع	النشاط
MANAGER	Swapnil Baban Chavan	سوابنيل بابان تشافان	المدير
ISSUE DATE	05 March 2017	٠٥ مارس ٢٠١٧	تاريخ الاصدار
VALID DATE	04 March 2018	٠٤ مارس ٢٠١٨	تاريخ الانتهاء
REMARKS			ملاحظات





# MEMORANDUM OF ASSOCIATION OF A SINGLE SHAREHOLDER FREE ZONE LIMITED LIABILITY ESTABLISHMENT

This Memorandum of Association ("MOA") is entered on 27/02/2017

by and between:

Swapnil Baban Chavan

Nationality: Indian

Holder of Passport No.: N9983955

issued in Mumbai

on 02/06/2016

Address: 8601 Park Lane Laneshaw #313, Dallas TX 75231, USA

Hereinafter referred to as "Owner".

Whereas the Owner, enjoying full legal capacity, and duly delegated and empowered by proper corporate documentation to contract, have agreed hereto to form and register a Free Zone Single Shareholder Limited Liability Establishment (the "Company") with Ras Al Khaimah Free Trade Zone Authority ("RAK FTZ") - compliant with RAK FTZ Rules and Regulations and other governing documents, as may be from time to time amended, and other applicable federal laws in the UAE and local laws in Ras Al Khaimah, upon the terms and subject to the conditions of this MOA:

### Article (1): Recitals

The above recitals shall constitute an integral part of this MOA.

### Article (2): Name of the Company

The name of the Company shall be: POTOMAC AVIATION TECHNOLOGY (hereafter referred to as "the Company").

Free Zone Establishment

### Article (3): Head Office

The Head Office of the Company shall be located in one of the RAK FTZ Parks.

### Article (4): Objects of the Company

To carry on all such business as RAK FTZ may permit under the terms of the licence to be issued to it by RAK FTZ and any other business necessary to the objects of the Company, in accordance with applicable laws and regulations in the UAE and RAK FTZ (the "Licence"). For the purpose of this Clause, the Licence shall be an integral part of the MOA.

The Company shall not carry on the business of insurance, banking or investment of funds.

### Article (5): Duration of the Company

The duration of the Company shall be for an unlimited period, starting from the date of registration. Such duration may be shortened by an Owner's Declaration.

### Article (6): Capital of the Company

The capital of the Company shall be AED 1000 ( One Thousand dirhams only) divided into 01 shares of the value of AED one thousand each (the "Share"), contributed in cash and owned in full by the Owner.

The Owner declares having deposited the cash shares nominal value at the Company's bank account.

### Article (7): Liability of the Owner

- A. The liability of the Owner shall be limited to his Shares in the capital of the Company.
- B. The Company shall state the term "Free Zone Company" in all its deeds, announcements, publications, papers, accounts and letterheads, and other issued documents.

*Swapnil Chavan*



**Article (8): Management of the Company**

The Owner agreed to appoint Swapnil Baban Chavan Indian national as a General Manager (the "GM") and delegates the GM with the daily operations of the Company, its representation and signing on its behalf before RAK FTZ. The GM will be responsible in renewing the Company's licence, signing the lease agreement and its amendments, appointing and dismissing employees, and representing the Company before all other third parties within such standard powers of a GM.

The Owner may grant additional powers to the GM through a separate power of attorney.

The GM may be dismissed, and its powers may be amended any time by the Owner.

The GM shall prepare the annual balance sheet, the statements of profits and losses, and the annual report on the activities of the Company and its financial status, and his proposals for distribution of the dividends and losses. The GM shall submit these reports within three months from the end of the fiscal year. The balance sheet and its enclosures shall be submitted to the Owner for approval and thereafter file the same with RAK FTZ in accordance with the applicable rules and regulations.

**Article (9): Financial Year**

The financial year of the Company shall commence from 1 January and end 31 December of each year excluding the first fiscal year, which shall commence on the date of the registration of the Company with RAK FTZ and may extend for more than 12 months but no more than 18 and no less than six months.

**Article (10): Auditors**

The Owner shall appoint qualified accountants who are licenced to practice in the UAE or RAK FTZ as auditors. The Auditors shall comply with the applicable rules and regulations.

**Article (11): Amendments**

This MOA shall not be amended except with the consent of the Owner.

**Article (12): Dissolution of the Company**

The Company shall be dissolved upon any of the following events:

1. Expiry of the duration of the Company
2. Owner agreeing to dissolve the Company
3. Upon a court decision to dissolve the Company

**Article (13): Liquidation of the Company**

The Owner shall appoint one or more liquidators who shall adhere to the provisions set out in the UAE Federal Commercial Companies Law as amended unless the Owner agrees otherwise at the time of dissolving the company.

If the liquidation of the Company is pursuant to a judgment passed by the court, then the court shall specify the manner of liquidation and shall appoint the liquidator. The powers of the GM shall cease upon appointment of a liquidator.

**Article (14): Applicable Law**

Matters, which are not provided for herein, shall be subject to the provisions of the rules and regulations in force in RAK FTZ.

**Article (15): Copies of this MOA**

This MOA has been produced with two original copies. The Company shall hold one original and the other original shall be kept with RAK FTZ.

**Article (16): Miscellaneous**

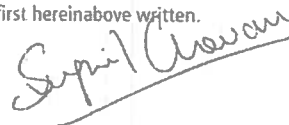
The Company is not allowed to perform its business until it is registered with and licenced by RAK FTZ. Individuals shall be jointly liable for all acts or transactions performed on behalf of the Company by them prior to its registration.

In witness whereof the Owner hereto executed this memorandum on the day and year first hereinabove written.

Signed by: Name: Swapnil Baban Chavan

Capacity: Owner

Signature:



(For official use only) Record No.: NMOA/17/545

Registration Date: 05/03/2017



Tuesday, March 07, 2017

## شهادة لمن يهّمه الأمر

تشهد مجموعة بريد الإمارات في مكتب بريد المنطقة الحرة - رأس الخيمة أن :

صندوق البريد رقم: 39959

مؤجر لدينا : POTOMAC AVIATION TECHNOLOGY FZE

اعتباراً من 2017/03/07 وينتهي بتاريخ 31/12/2017

وهذه شهادة منا بذلك دون تحمل المؤسسة ادنى مسؤولية فيما يتعلق بحقوق الغير .

وتقبلوا منا فائق الاحترام والتقدير..

اعتماد

الاسم : محمد الخراز

التوقيع :-

مجموعة بريد الإمارات  
EMIRATES POST

07 MAR 2017

مكتب بريد المنطقة الحرة - رأس الخيمة  
FREE ZONE RAK-Post Office  
S.NO. - 1

هاتف: 072280411

فاكس: 072280477

بريد إلكتروني: rak.freezone@emiratespost.ae

United Arab Emirates  
MINISTRY OF INTERIOR

General Directorate of Residency & Foreigners Affairs



دولة الإمارات العربية المتحدة  
وزارة الداخلية

الإدارة العامة للإقامة وخوون الأجانب

eVisa - إن دخول الكتروني



14101325/26



0702018717686629

سياحية/سفرة قصيرة  
Tourist/Single-Short

ENTRY PERMIT NO : 87686629 / 2017 / 201 : إن دخول رقم  
Date & Place Of Issue : 12-FEB-2017 DUBAI : تاريخ ومحل الاصدار : دبي 2017/02/12  
Valid Until : 12-APR-2017 : تاريخ صلاحية الدخول : 2017/04/12  
U.I.D. No : 184260705 : الرقم الموحد  
Allowed to Enter U.A.E to : اجيز بدخول دولة الامارات العربية المتحدة الى :  
Full Name : Mr.SWAPNIL BABAN CHAVAN BARAN : الاسم الكامل : Mr.SWAPNIL BABAN CHAVAN  
EKNATH CHAVAN S/O BABAN EKNATH : BABAN EKNATH CHAVAN S/O  
CHAVAN : BABAN EKNATH CHAVAN  
Nationality : INDIAN : الجنسية : الهند  
Place of Birth : MUMBAI MAHARASHTRA : محل الميلاد :  
Date of Birth : 14-NOV-1988 : تاريخ الميلاد : 1988 / 11 / 14  
Passport No : NORMAL / N9983955 : رقم الجواز : عادي / N9983955  
Profession : SALES OFFICER : المهنة : ضابط مبيعات  
Accompanied by : المرافقون :  
Wife : None : الزوجة :  
Children : None : الأبناء :

Sponsor الكفيل  
Name : DNATA - MARHABA SERVICES : الاسم :  
Address : TEL:042186418, P.O BOX :522, 2/2/73245 : العنوان :

Note : ENJOY YOUR VISIT & LEAVE BEFORE YOUR VISA EXPIRES SO WE CAN WELCOME YOU AGAIN.

تتنبه : نتمنى بوقتكم في الإمارات العربية المتحدة الترحيب بكم مرة أخرى



Director of Residency & Foreigners Affairs

استوفيت الرسوم

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Name - **Swapnil Baban Chavan**  
 DOB - 14-11-1988  
 PAN - AJDPC8248C  
 Address - Chavan House, Marol Maroshi Road, Opp-ICICI Bank,  
 Marol Mumbai, Mumbai Suburban, Maharashtra – 400059  
 Contact Number - +91 8591077096  
 Bank Account details - A/c No. – 104401531869  
 IFSC - ICIC0001044  
 Bank – ICICI Bank, Marol Branch, Mumbai

Bank Account details - A/c No. – 921010008877100  
 IFSC - UTIB0000328  
 Bank – Axis Bank, Andheri Kurla Road, Andheri (East)

Name - **Sneha Baban Chavan**  
 DOB - 06-01-1970  
 PAN - AJCPC3117B  
 Address - Chavan House, Marol Maroshi Road, Opp-ICICI Bank,  
 Marol Mumbai, Mumbai Suburban, Maharashtra – 400059  
 Contact Number - +91 8591077096  
 Bank Account details - A/c No. – 013200128873557  
 IFSC - SRCB0000013  
 Bank – Saraswat Bank, Marol Branch, Mumbai

**Mr Swapnil Baban Chavan**

Date	Particulars	Amount Paid
15-11-2019	EFT TO UTR#CITIN19062861722-SWAPNIL BABAN CHAVAN -OT - XXXXXXXXX1869 -ICICI BANK LIMITED -MUMBAI -MUMBAI - MAROL -REF NO#090011829920107	2,00,000
18-03-2021	RTGS/DCBL202103185000003025/UTIB/Swapnil Baban C	5,00,000
18-03-2021	RTGS/DCBL202103185000009585/UTIB/SWAPNIL BABAN C	10,00,000
18-03-2021	NEFT/000001077014/UTIB/Swapnil Baban C	18,64,000
07-09-2021	MC ISSUED - ANDHERI MUMB - 008612164607 - - SWAPNIL BABAN CHAVAN	8,91,000
24-12-2021	IMPS:PAY:135817529323/104401531869/ICICI BANK	50,000.00
25-12-2021	NEFT/000006063130/ICIC/Swapnil Baban C	47,400.00
<b>TOTAL</b>		<b>45,52,400</b>

**Mrs Sneha Baban Chavan**

Date	Particulars	Amount Paid
04-07-2019	RTGS/DCBL201907045000004221/SRCB/CHAVAN SNEHA BA	3,00,000.00
31-08-2019	CMS:NEFT:SNEHA BABAN CHAVAN:013200128873557	2,00,000.00
15-11-2019	RTGS/DCBL201911155000001910/SRCB/SNEHA BABAN CHA	2,50,000.00
12-03-2021	NEFT/000000949766/SRCB/SNEHA BABAN CHA	5,00,000.00
13-03-2021	NEFT/000000976435/SRCB/SNEHA BABAN CHA	8,32,000.00
16-03-2021	RTGS/DCBL202103165000002156/SRCB/SNEHA BABAN CHA	17,82,000.00
07-09-2021	RTGS DR-SRCB0000013-SNEHA BABAN CHAVAN-ANDHERI MUMB- HDFCR52021090763499932	8,91,000
<b>TOTAL</b>		<b>47,55,000</b>

**93,07,400**

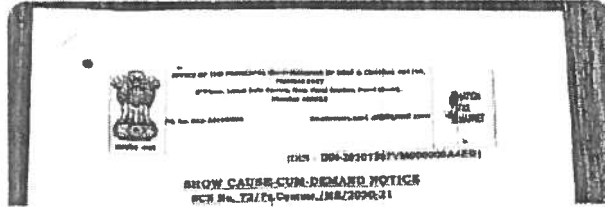


Rinku Dudani  
typing...



After this 11:39 AM

➔ Forwarded



PDF Supreme Transport GST No...

4 pages • 1.1 MB • PDF 11:39 AM

➔ Forwarded



PDF Central Exise Claim.pdf

7 pages • 453 kB • PDF 11:39 AM

And this is not it 11:40 AM

From random numbers 11:40 AM

I have recieved shit 11:40 AM

And it must have gone to all ur contacts 11:40 AM

Too 11:40 AM

So ppl know 11:40 AM

What shit is happening 11:40 AM



5:09



< 359



S Chavan

last seen today at 4:27 AM



I still stick to my word

8:02 PM ✓✓

U betrayed me twice in the past

8:02 PM

Twice ?

8:02 PM ✓✓

U gave statement against me

8:02 PM

Yes

8:02 PM

I told u I wil take it back !

8:02 PM ✓✓

I never did

8:02 PM ✓✓

Damage is done rinku

8:02 PM

I m telling u again and again

8:02 PM ✓✓

Am not even angry at u

8:03 PM

Cause it was a lie

8:03 PM

And it doesn't matter anymore

8:03 PM

M not angry at anyone either m just not wanting to see him in this





Atul Pandey



 This message was deleted

3:36 AM

Bolna bro 9:51 AM ✓✓

Met swapnil yesterday... He was talking about some meeting with Deputy commissioner Income tax dept ... He did not give me more details... He just said ki lagne waali hai aur types... He also told me that in his FIR you had given my name also ... Requesting you again not to involve my name in all of this... Have asked him to do the same... Thanks 🙏

10:22 AM

Atul Pandey

Met swapnil yesterday... He was talking about some meeting with Deputy commissioner Income tax d...

Bro

Show me your name bro

10:23 AM ✓✓

Usne mujhe nahi bheja hai FIR

10:23 AM

I don't know what is truth or not... I am just telling you what he told me

10:24 AM



Message



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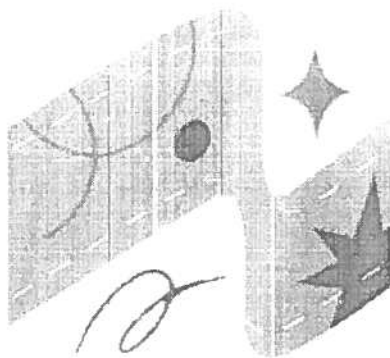


# FIRE HAWK

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# ← Notifications



All Mentions

## Important

- 
 FIRE HAWK commented: "Mr Ammeet Agarwal of Supreme Aviation Inc is running a scam by promising students for flight training as pilots and collecting hefty fees from the...  
6 hours ago
- 
 FIRE HAWK commented: "Mr Ammeet Agarwal of Supreme Aviation Inc is running a scam by promising students for flight training as pilots and collecting hefty fees from the...  
6 hours ago



# ← Comments



Comments on "Ammeet K Agarwal on 'FDI in INDIA' at 8th INDO-US SUMMIT 2012"



Remember to keep comments respectful and to follow our Community Guidelines

### Highlighted comment



FIRE HAWK · 6 hours ago

Mr Ammeet Agarwal of Supreme Aviation Inc is running a scam by promising students for flight training as pilots and collecting hefty fees from them in advance and absconding. This company is already FAA de-certified in USA during year 2017 and still claims to be certified under FAA. It has no flights or offices in Texas USA and is operating this scam from Mumbai City in India. The promoter Ammeet Agarwal is declared insolvent (for his Company Sangeeta Aviation Services in India and has more than 65 cases of cheating and forgery against him in courts in India. He is also an accused in a rape case in India of which trial is pending in a court in Mumbai, India. He was behind the bars for cheating Ministry of External Affairs and DR Congo Government.



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H.E. Capt Ammeet Agar...

Active now



Can you transfer now

Don't worry I will return in the morning

Tell me



What happen

Give me your number

You replied

Don't worry I will return in the morning

Not a problem

9178162321 phone pay Google pay



Amount send kar kar screenshot dal

This is your number?

Should I gpay you?



Message...



9:01



H.E. Capt Ammeet Agar...

Active now



supremeairline\_ · Instagram

2 followers · 1 post

You follow each other on Instagram

New Instagram account

View Profile

Today 9:00 pm



Hello

Hey



Give me one help

Yup tell me



Do you have phone pay Google pay

Ya



Actually my account limit complete its so urgent 10000



Message...



9:09



H.E. Capt Ammeet Agar...

Active now



What happen

Tell me

What happen

Tell me



Please send amount

I was thinking Mumbai ke police  
mai complaint karu ya Orissa ke

Do you even know Ammeet hai  
kaun?

Don't mess with his name

He has my number if she needs  
anything he will call me

Seen just now

You better delete this account  
right away

And thoda hardwork kar and  
paise kama



Message...



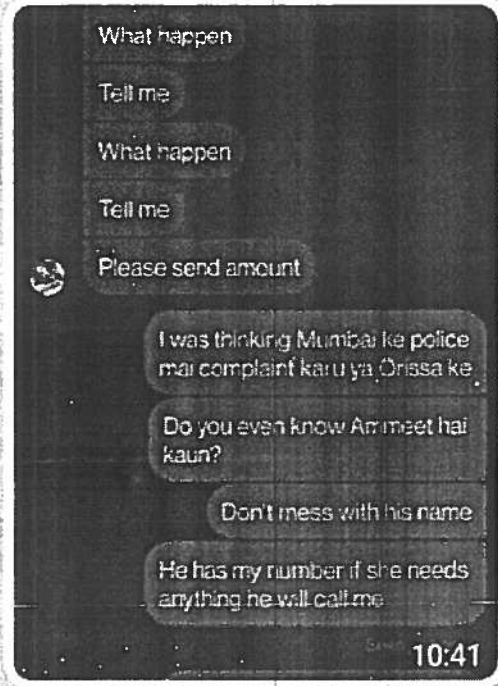


Sakshee Gu...

12:02

name and asking for money. Warn your friends please

10:34



Wow 11:50 ✓✓

Omg 11:50 ✓✓

Shit 11:50 ✓✓

Did you report the account?

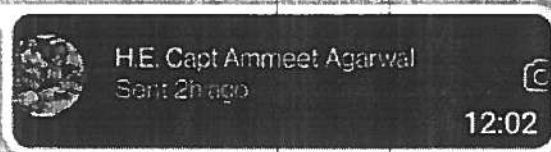
11:51 ✓✓

He blocked me 🤔

11:59

Username?

12:01 ✓✓





H.E. Capt Ammeet...

Active now



9178162321 phone pay

Google pay



You have much available balance



Tell me

its zero

5000

Sent me

Please send me

9178162321 phone pay  
Google pay



Message...





H.E. Capt Ammeet...

Active now



Actually my account limit complete its so urgent 20000

Can you transfer now

Don't worry I will return in the morning



Tell me

sorry sir right now i dnt have... its month ending thats why...



9178162321 phone pay  
Google pay



You have much available balance



Your available balance how much



Message...





H.E. Capt Ammeet...  
Active now



Today 20:51



Hello

hiii sir...how are you...??

Fine



Give me one help

yes sir...



Do you have phone pay  
Google pay

yes sir

Actually my account limit  
complete its so urgent  
20000

Can you transfer now

Don't worry I will return in



Message...



← supremeairline\_ 🔔 ⋮



1 Posts   2 Followers   39 Following

H.E. Capt Ammeet Agarwal  
Pilot n da Prince  
Pilot  
Aviator  
Businessman ... more

Following ▾

Message





bring\_it\_onmore\_



0  
Posts

0  
Followers

1  
Following

Donthurtheonewho

Follow



This Account is Private

Follow this account to see their photos and videos.

Suggested for you

See all



eversmith\_furnit...  
EVERSMITH

Follow



coco\_shihtzubaby  
CoCo

Follow



---

**From:** Supreme Aviation Inc ^ Ammeet K Agarwal <ammeet@supremeaviation.com>  
**Sent:** Tuesday, December 06, 2022 2:34 PM  
**To:** varun@supremeaviation.com  
**Subject:** FW: Resume  
**Attachments:** mukesh Resume.docx

**Importance:** High

**From:** kamlesh bairwa [mailto:kamikumar082@gmail.com]  
**Sent:** 09 December 2016 10:57  
**To:** akkash@supremeaviation.com  
**Subject:** Resume

Dear sir, It's a humble request to appoint my cousin younger brother if any vacancy in our company. I am feeling very alone here. I am sure he will give his best here. Thank you



## Resume

**Mukesh Bairwa**  
93 D, Narayan vihar 1<sup>st</sup>  
jagannathpura sanganer  
Distt. Jaipur  
Raj. 302029

Email: mukeshbairwa448@gmail.com  
Mobile: 91-9680810176, 8432041877

<b>CAREER OBJECTIVE</b>	To work for an organization which provides me the opportunity to improve my skills and knowledge to grow along with the organization objective?
<b>EDUCATIONAL QUALIFICATION</b>	Class X in 2009 from Rajasthan Board, Ajmer Class XII in 2011 from Rajasthan Board, Ajmer B.com in 2016 from Rajasthan university commerce collage
<b>WORK EXPERIENCE</b>	<ol style="list-style-type: none"><li>1. 18 month in <b>Census Office</b>, Jhalana, Jaipur as a Data Entry Operator</li><li>2. One year in New bit , jaipur as a <b>Aadhar technician</b> .</li><li>3. One year in bikaji , jaipur airport as a cashier .</li><li>4. Working at the Phed office , jaipur since feb. 2016 as a billing operator.</li></ol>

<b>COMPUTER PROFICIENCY</b>	Working knowledge regarding application package MS Office, Internet etc. Operating System Window XP, Windows - Vista TALLY Accounting work
<b>PERSONALS DETAILS</b>	<ul style="list-style-type: none"> <li>• Date of Birth: 20<sup>th</sup> Aug, 1991</li> <li>• Father's name: Shri satya Narayan bairwa</li> <li>• Father's Occupation: Farmer</li> <li>• Sex : Male</li> <li>• Marital Status : Unmarried</li> <li>• Nationality : Indian</li> <li>• Reference Address: 93 D Narayan vihar jagannathpura Sanganer Distt. Jaipur  Raj. 302029</li> </ul>
<b>Language Knowledge</b>  <b>Hobby</b>	<ul style="list-style-type: none"> <li>• Hindi</li> <li>• English</li>   <li>• Reading</li> <li>• Listen Song</li> <li>• Travelling</li> <li>• Cricket</li> </ul>

Date:

Place:

(Mukesh bairwa)



## DETAILED STATEMENT

Search

Account Number 104401531869(INR) - SWAPNIL B CHAVAN  
Transaction Date from 01/04/2019 to 31/03/2020  
Transaction Period Today

Advanced Search

Amount from NA to NA  
Cheque number from NA to NA  
Transaction remarks NA  
Transaction type All

Transactions List - SWAPNIL B CHAVAN - 104401531869

S No.	Value Date	Transaction Date	Cheque Number	Transaction Remarks	Withdrawal Amount (INR)	Deposit Amount (INR)	Balance (INR)
1	15/04/2019	15/04/2019	-	MABchgs-Mar19+GST	2.98	0.0	0.02
2	10/05/2019	10/05/2019	-	MABchgs-Apr19+GST	0.02	0.0	0.0
3	27/09/2019	27/09/2019	-	ACH/AJDPC8248C-AY2019-20/CE19103629129	0.0	9270.0	9270.0
4	29/09/2019	30/09/2019	-	104401531869:Int.Pd:29-06-2019 to 29-09-2019	0.0	3.0	9273.0
5	30/09/2019	30/09/2019	-	Rubyx Drcard JoinFee+GST	1178.82	0.0	8094.18
6	06/10/2019	07/10/2019	-	JIN/Debit/Amazon /201910062057/927901009854/	458.0	0.0	7636.18
7	06/10/2019	07/10/2019	-	JIN/Amazon /201910062112/100615114943/	298.0	0.0	7338.18
8	07/10/2019	07/10/2019	-	ATM/S1CPN412/CASH WDL/07-10-19	1000.0	0.0	6338.18
9	07/10/2019	07/10/2019	-	MPS/BAJRANG AUT/201910070148/304105/MUMBAI	500.0	0.0	5838.18
10	09/10/2019	09/10/2019	-	MIN/SWIGGY /201910090207/182079/	255.0	0.0	5583.18
11	11/10/2019	11/10/2019	-	MCD REF BAJRANG AUTO MA DT /191007	0.0	3.75	5586.93
12	11/10/2019	11/10/2019	-	ATM/S1CNR795/CASH WDL/11-10-19	500.0	0.0	5086.93
13	13/10/2019	14/10/2019	-	MPS/NITYA WINE /201910132209/000000003615/MUMBAI	545.0	0.0	4541.93
14	14/10/2019	14/10/2019	-	NFS/S1ACM24/CASH WDL/14-10-19	500.0	0.0	4041.93
15	15/10/2019	15/10/2019	-	ATM/S1CNR795/CASH WDL/15-10-19	500.0	0.0	3541.93
16	16/10/2019	16/10/2019	-	MIN/PTM PAYTM /201910160425/329877/	208.0	0.0	3333.93
17	18/10/2019	18/10/2019	-	MABchgs-Sep19+GST	637.37	0.0	2696.56
18	19/10/2019	19/10/2019	-	NFS/DPRH4013/CASH WDL/19-10-19	500.0	0.0	2196.56
19	19/10/2019	19/10/2019	-	JIN/PAYTM /201910190224/101820283985/	202.0	0.0	1994.56
20	22/10/2019	22/10/2019	-	NFS/SB001301/CASH WDL/22-10-19	500.0	0.0	1494.56
21	24/10/2019	24/10/2019	-	MPS/TANVI MOBIL/201910242310/233932/MUMBAI	100.0	0.0	1394.56
22	27/10/2019	28/10/2019	-	MPS/VISHAL WINE/201910272205/525972/MUMBAI	350.0	0.0	1044.56
23	01/11/2019	01/11/2019	-	NFS/SB001301/CASH WDL/01-11-19	500.0	0.0	544.56
24	12/11/2019	12/11/2019	-	MPS/BAJRANG AUT/201911121847/990377/MUMBAI	500.0	0.0	44.56
25	14/11/2019	14/11/2019	-	MABchgs-Oct19+GST	44.54	0.0	0.02

26	15/11/2019	15/11/2019	NEFT-CITIN19062861722-SANGEETA AVIATION SERVICES PVT LTD- ICIC0001041-0060246114	0.0	200000.0	200000.02
27	15/11/2019	15/11/2019	CAM/10441HRY/CASH WDL/15-11-19	80000.0	0.0	120000.02
28	15/11/2019	15/11/2019	CAM/10441HRY/CASH WDL/15-11-19	70000.0	0.0	50000.02
29	16/11/2019	16/11/2019	MCD REF BAJRANG AUTO MA DT 191112	0.0	3.75	50003.77
30	21/11/2019	21/11/2019	CAM/10861HRY/CASH WDL/21-11-19	50000.0	0.0	3.77
31	21/11/2019	21/11/2019	CAM/10861HRY/CASH WDL RVSL/21-11-19	0.0	50000.0	50003.77
32	21/11/2019	21/11/2019	ATM/S1CPN412/CASH WDL/21-11-19	20000.0	0.0	30003.77
33	21/11/2019	21/11/2019	ATM/S1CPN412/CASH WDL/21-11-19	20000.0	0.0	10003.77
34	21/11/2019	21/11/2019	ATM/S1CWK286/CASH WDL/21-11-19/Fee Rs20.00 GST Rs3	8023.6	0.0	1980.17
35	21/11/2019	21/11/2019	ATM/S1CWK286/CASH WDL/21-11-19/Fee Rs20.00 GST Rs3	1823.6	0.0	156.57
36	20/12/2019	20/12/2019	SMSChgsOct19-Dec19+GST	17.7	0.0	138.87
37	30/12/2019	31/12/2019	104401531869:Int.Pd:30-09-2019 to 30-12-2019	0.0	42.0	180.87
38	24/02/2020	24/02/2020	MABchgs-Dec19+GST	180.86	0.0	0.01
39	24/02/2020	24/02/2020	MABchgs-Jan20+GST	0.01	0.0	0.0
40	29/03/2020	30/03/2020	104401531869:Int.Pd:31-12-2019 to 29-03-2020	0.0	1.0	1.0

Legends Used in Account Statement

1. INFT - Internal Fund Transfer (Within ICICI Bank)
2. BPAY - Bill payment
3. BBPS - Bharat Bill Payment Service
4. NEFT - National Electronics Funds Transfer System (Other Bank Fund transfer)
5. RCHG - Recharge
6. ONL - Online Shopping transaction (Payment done on third party website)
7. SMO - Smart Money order
8. DTAX - Direct Tax
9. IDTX - Indirect Tax
10. PAVC - Pay any Visa credit card
11. PAC - Personal Accident cover
12. LNPY - Linked loan payment
13. CCWD - Cardless Cash Withdrawal
14. PAYC - Pay to Contact
15. IMPS - Immediate Payment Service
16. VAT / MAT / NFS - Cash withdrawal at other bank ATM
17. INF - Internet fund transfer in linked accounts
18. EBA - Transaction on ICICI Direct
19. BIL - Internet Bill payment or funds transfer to Third party
20. VPS / IPS - Debit card transaction
21. TOP - Mobile recharge
22. BCTT - Banking Cash Transaction Tax
23. UCCBRN CMS - Upcountry cheque collection
24. LCCBRN CMS - Local cheque collection
25. N chg - NEFT Charges
26. MMT - Mobile Money Transfer (Insta FT - IMPS)
27. T Chg - Travel Charges



## DETAILED STATEMENT

**Search**

Account Number 104401531869(INNR) - SWAPNIL B CHAVAN  
 Transaction Date from 01/04/2021 to 22/01/2022  
 Transaction Period Today

**Advanced Search**

Amount from NA to NA  
 Cheque number from NA to NA  
 Transaction remarks NA  
 Transaction type All

Transactions List - SWAPNIL B CHAVAN - 104401531869

S No.	Value Date	Transaction Date	Cheque Number	Transaction Remarks	Withdrawal Amount (INR)	Deposit Amount (INR)	Balance (INR)
1	03/04/2021	03/04/2021		ATM/S1CNR795/CASH WDL/03-04-21	8500.0	0.0	161.18
2	20/05/2021	20/05/2021		MABchgs-Mar21+GST	161.17	0.0	0.01
3	21/05/2021	21/05/2021		MABchgs-Apr21+GST	0.01	0.0	0.0
4	29/06/2021	30/06/2021		104401531869:Int.Pd:30-03-2021 to 29-06-2021	0.0	3.0	3.0
5	09/07/2021	09/07/2021		MABchgs-Jun21+GST	2.98	0.0	0.02
6	09/08/2021	09/08/2021		SMSChgsJul21-Sep21+GST	0.02	0.0	0.0
7	23/09/2021	22/09/2021		MMT/IMPS/126518935231/SUPREME/Punjab National	0.0	100.0	100.0
8	22/09/2021	22/09/2021		MMT/IMPS/126519392052/Ammeet Sir/AMMEET KAM/DCBL00	55.9	0.0	44.1
9	24/09/2021	24/09/2021		CLG/PO/154474/HDF/07.09.2021	0.0	891000.0	891044.1
10	24/09/2021	24/09/2021		BIL/NEFT/000214921491/AMMEET SIR/AMMEET KAM/DCBL00	891000.0	0.0	44.1
11	12/10/2021	12/10/2021		MABchgs-Sep21+GST	44.09	0.0	0.01
12	28/10/2021	28/10/2021		DCardfee0528SEP21-AUG22+GST	0.01	0.0	0.0
13	24/12/2021	24/12/2021		MMT/IMPS/135817529323/Swapnil Sir/AMMEET KAM/DCB B	0.0	50000.0	50000.0
14	25/12/2021	27/12/2021		NEFT-000006063130-AMMEET KAMAL AGARWAL-JURGENT/00	0.0	47400.0	97400.0
15	26/12/2021	27/12/2021		DCardfee0528SEP21-AUG22+GST	883.81	0.0	96516.19
16	28/12/2021	28/12/2021		MMT/IMPS/136220894304/MILLION AIR/MILLION AI/UBINO	96505.9	0.0	10.29
17	30/12/2021	31/12/2021		104401531869:Int.Pd:30-09-2021 to 30-12-2021	0.0	28.0	38.29
18	19/01/2022	19/01/2022		INF/INFT/026063433431/PREPROD/INSTANTPAY INDI	0.0	100.0	138.29

Legends Used in Account Statement

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27. T Chg - Travel Charges



## DETAILED STATEMENT

### Search

Account Number 104401531869(INR) - SWAPNIL B CHAVAN  
Transaction Date from 01/04/2020 to 31/03/2021  
Transaction Period Today  
Advanced Search  
Amount from NA to NA  
Cheque number from NA to NA  
Transaction remarks NA  
Transaction type All  
Transactions List - SWAPNIL B CHAVAN - 104401531869

S No.	Value Date	Transaction Date	Cheque Number	Transaction Remarks	Withdrawal Amount (INR)	Deposit Amount (INR)	Balance (INR)
1	08/06/2020	08/06/2020	-	SMSChgsApr20-Jun20+GST	0.99	0.0	0.01
2	14/08/2020	14/08/2020	-	MABchgs-Jul20+GST	0.01	0.0	0.0
3	23/03/2021	23/03/2021	-	ACH/AJDPC8248C-AY2020-21/CE21145308655	0.0	9540.0	9540.0
4	23/03/2021	23/03/2021	-	DCardfee0528SEP20-AUG21+GST	883.82	0.0	8656.18
5	29/03/2021	30/03/2021	-	104401531869:Int.Pd:30-12-2020 to 29-03-2021	0.0	5.0	8661.18

### Legends Used in Account Statement

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14. PAYC - Pay to Contact
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16. VAT / MAT / NFS - Cash withdrawal at other bank ATM
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24. LCCBRN CMS - Local cheque collection
25. N chg - NEFT Charges
26. MMT - Mobile Money Transfer (Insta FT - IMPS)
27. T Chg - Travel Charges

NOOR  
TRADEنور  
التجارة

POTOMAC AVIATION TECHNOLOGY FZE  
IND  
400059  
AREA ANDHERI EAST CITY MUMBAI  
BLDG CHAVAN HOUSE ST MAROL MAROSHI ROAD

Customer Number	1095199	رقم العميل
Account Number	02410951990018	رقم الحساب
IBAN	AE950520002410951990018	IBAN
Account Type	CURRENT ACCOUNT	نوع الحساب
Currency	UAE DIRHAM	العملة
Branch Name	NOOR TRADE BRANCH - DMCC	اسم الفرع
Statement Period	05-APR-2017 - 30-APR-2017	تاريخ الكشف
Statement Date	01-MAY-2017	مدة الكشف

Page No.: 1 of 2

**NOW IS GOOD. NOOR GETS IT DONE.**

التاريخ Date	التفاصيل Transaction Details	مدين Debit	دائن Credit	الرصيد Balance
19-APR-2017	Opening Balance			0.00
19-APR-2017	INWARD UAEFTS REMITTANCE REFERENCE 000INCB171090666/000INCB171090666, 72932.15, 72932.15, AED, @1 B/O /917020029284510 SUPREME TRANSPORT ORGANISATION PVT 5/B-34- AKSHAY MITTAL INDUSTRIAL E S TATE M.V. ROAD ANDHERI (EAST MUM TELEGRAPHIC TRANSFER FEE	10.00	72,932.15	72,932.15
19-APR-2017	000INCU171090178/000INCU171090178, 72983.04, 72983.04, AED, @3.655 B/O /10451131002901 SUPREME TRANSPORT ORGANISATION PVT LTD 5B 34 MITTAL INDUSTRIAL ESTATE M V ROAD ANDHERI EAST MUMBAI 400 059		72,983.04	145,905.19
19-APR-2017	INWARD SWIFT REMITTANCE REFERENCE 000INCU171090178/000INCU171090178, 72983.04, 72983.04, AED, @3.655 B/O /10451131002901 SUPREME TRANSPORT ORGANISATION PVT LTD 5B 34 MITTAL INDUSTRIAL ESTATE M V ROAD ANDHERI EAST MUMBAI 400 059			144,905.19
19-APR-2017	CORP ONLINE BANKING REG CHARGES	1,000.00		144,730.19
19-APR-2017	CORP ONLINE BANKING REG CHARGES	175.00		144,555.19
20-APR-2017	MAILING/COURIER & MISCELLANEOUS FEE	175.00		

\* This statement requires no authorised signatures from the bank.  
You must advise us of any discrepancies in this statement within  
15 days from the date of this statement, otherwise it will be  
deemed to be correct and accepted by you.

\* يتطلب هذا البيان أي التوقيعات المعتمدة من البنك. يجب عليك إعلنا  
من أي اختلافات في هذا البيان في غضون 15 يوما من تاريخ هذا البيان خلاف  
ذلك سيعتبر ان تكون صحيحة ومقبولة من قبلك.

Noor Trade is a division of Noor Bank. Noor Bank PJSC is a company  
existing under the laws of the UAE and its successors or assigns.  
The Bank means Noor Bank.

\* نور للتجارة شركة تابعة لنور بنك. نور بنك (ش.م.ع) هو شركة قائمة و تزاو  
عملها وفقاً للقوانين دولة الإمارات العربية المتحدة و خلفاتها و امتيازات لهم.  
و يقصد بالبنك نور بنك

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Noor Bank  
P.O. Box 8822, Dubai, United Arab Emirates T: +971 4 4268888

8006667  
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## Statement of Account

كشف الحساب

NCOR  
TRADEنور  
التجارة

Customer Number	1095199	رقم العميل
Account Number	02410951990018	رقم الحساب

Page No.: 2 of 2

التاريخ Date	التفاصيل Transaction Details	مدين Debit	دائن Credit	الرصيد Balance
23-APR-2017	CHARGES FOR INTERNATIONAL COURIER TELEGRAPHIC TRANSFER 000OGCU171130093/000OGCU171130093, 73820, AED, @3.691 /2754174361 SUPREME AVIATION INC	73,820.00		70,735.19
23-APR-2017	TELEGRAPHIC TRANSFER FEE 000OGCU171130093/000OGCU171130093, 73820, AED, @3.691 /2754174361 SUPREME AVIATION INC	75.00		70,660.19
23-APR-2017	CORRESPONDENT BANK CHARGES 000OGCU171130093/000OGCU171130093, 73820, AED, @3.691 /2754174361 SUPREME AVIATION INC	125.00		70,535.19
25-APR-2017	TELEGRAPHIC TRANSFER 000OGCC171150180/000OGCC171150180, 70000, AED, @1 /AE320400000252088415001 MANYA JEWELLERY LLC	70,000.00		535.19
	<b>Total</b>	<b>145,380.00</b>	<b>145,915.19</b>	

\* This statement requires no authorised signatures from the bank. You must advise us of any discrepancies in this statement within 15 days from the date of this statement, otherwise it will be deemed to be correct and accepted by you.

\* يتطلب هذا البيان أي التوقيعات المعتمدة من البنك، يجب عليك إعلامنا من أي اختلافات في هذا البيان في غضون 15 يوماً من تاريخ هذا البيان، خلاف ذلك سيمتد ذلك سيمتد إن تكون صحيحة ومقبولة من قبلنا.

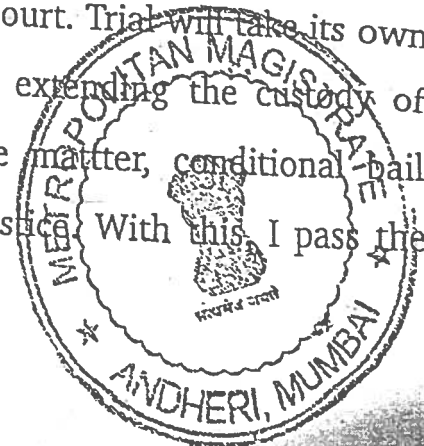
IN THE COURT OF METROPOLITAN MAGISTRATE  
63<sup>rd</sup> COURT, ANDHERI, MUMBAI

CR. No.55/2022  
Sahar Police Station  
U/s.380, 384, 292, 506 of IPC &  
Section-66 of Information Technology Act  
BA No.551/BA/2022

BAIL ORDER

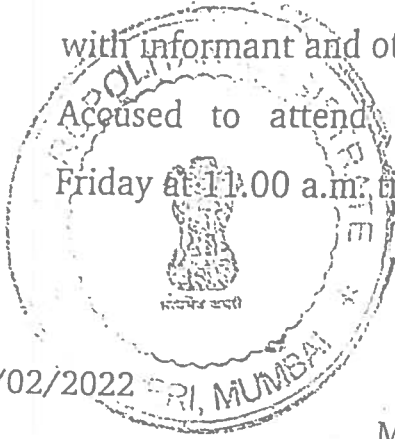
This is an application filed by accused for bail.

2. Perused application, say filed by I.O. and ld. APP
3. I have heard both the sides at length.
4. Ld. Advocate for accused vehemently argued that, he is local and permanent resident of Marol, Andheri, Mumbai. Informant and accused are acquainted with each other. Relevant recovery is already made. Accused will remain present whenever required. He is ready and willing to abide by all terms and conditions of this Court. He will cooperate the police machinery. He will not jump over the bail conditions. Hence, application be allowed.
5. Preliminary investigation is completed. There are no chances of absconding. All offences are triable by this Court. Trial will take its own time. No purpose will be served by further extending the custody of accused. Considering the background of the matter, conditional bail order at this stage would serve the ends of justice. With this, I pass the following order in the interest of justice:



ORDER

1. Application is allowed.
2. Accused is released on S.B. and P.B. of Rs.20,000/- or on cash of like amount provisionally.
3. Accused shall not commit similar or any other offence.
4. Accused to file his ID / permanent residential proofs.
5. Accused shall not make any kind of communication with informant and other prosecution witnesses.
6. Accused to attend the concern police station on every Friday at 11.00 a.m. till 01/04/2022.



Date : 28/02/2022

(S.A.R. Sayed)

Metropolitan Magistrate,  
63<sup>rd</sup> Court, Andheri, Mumbai.

*Sayed* 28/02/22

Paid in A/c-III / Rs. 20000/-

Vide R. No. 146574

Dt 28/02/22

*[Signature]*  
Cashier

Andheri Centre of Court  
Mumbai

Il. The Copy :

*[Signature]*  
Judicial Clerk

Metropolitan Magistrate's  
63<sup>rd</sup> Court Andheri Mumbai



जावक क्रमांक 1230/2022  
वरिष्ठ पोलीस निरीक्षक  
सहार पोलीस ठाणे, मुंबई  
दिनांक :- ३८/०२/२०२२

प्रति,

मा. न्यायदंडाधिकारी,  
६३ वे न्यायालय, अंधेरी-पुर्व, मुंबई

विषय :- सहार पोलीस ठाणे, गु.र.क्र ५५/२०२२ कलम ३८०, ३८४,  
२९२, ५०६ (२) भादविसं. सह कलम ६६ (बी) माहिती तंत्रज्ञान  
अधि. मधिल अटक आरोपी यांचा जामीन अर्ज

संदर्भ :- जामीन अर्ज क्रमांक /२०२२

महोदय,

सहार पोलीस ठाणे, मुंबई येथे गु.र.क्र ५५/२०२२ कलम ३८०, ३८४, २९२,  
५०६ (२) भादविसं. सह कलम ६६ (बी) माहिती तंत्रज्ञान अधि. अन्वये गुन्हा  
नोंदविण्यात आला असून सदर गुन्ह्यामध्ये खालील आरोपीतास अटक करण्यात  
आलेले आहे.

अटक आरोपीतांचे नाव/पत्ते :-

स्वप्नील बबन चव्हाण वय ३३ वर्षे रा.ठी. चव्हाण हाउस, मरोळ मरोशी रोड, अंधेरी  
पुर्व, मुंबई

सदर गुन्ह्यातील अटक आरोपीच्या जामीन अर्जास अनुसरून सहार पोलीस  
ठाणेकडून खालील प्रमाणे अहवाल सादर करण्यात येत आहे.

गुन्ह्याची थोडक्यात हकीगत:- नमुद गुन्ह्याचे फिर्यादी श्री. अमीत कमल  
अगरवाल, वय ३३ वर्षे हे व्यवसायिक पायलट असून हवाई क्षेत्रातकाम करणाऱ्या  
वेगवेगळ्या कंपन्यांशी संबंधीत काम करतो. त्यांचे कार्यालय ५ बी, ३२ आणि ३४,  
अक्षय मित्तल इंडस्ट्रीयल इस्टेट, एम व्ही रोड, अंधेरी पुर्व, मुंबई. ५९ या ठिकाणी  
गेल्या १० वर्षांपासून स्वतःच्या मालकीचे आहे.

फिर्यादींची मुख्य कंपनी मे. सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.ली. आणि मे.  
संगीता एव्हीएशन सर्व्हिस प्रा. ली. या एअरपोर्ट विकासासाठी सरकारी निवीदा व  
कॉन्ट्रॅक्ट घेतात. सदर कंपन्यांतर्फे एअरपोर्ट रनवे लाईट, एअर ट्राफीक अॅडवायसरी  
सिस्टीम, इन्स्ट्रुमेंट लॅन्डिंग सिस्टीम इत्यादी कामे करून दिली जातात.

फिर्यादींचे कंपनीने मागील १० वर्षांमध्ये भारत, थायलंड, यु.ए.ई., यु.एस.ए या  
देशांमध्ये मध्ये हवाई क्षेत्राशी संबंधीत विविध कामे केलेली आहेत. त्या कामांच्या  
अनुषंगाने भारतातील व भारताबाहेरील विमानतळांशी संबंधीत गोपनीय माहिती आम्ही  
गोळा करून ठेवलेली आहे. सदरची माहिती गोपनीय असल्याने तसेच सुरक्षासंबंधीच्या  
दृष्टीकोणातून फिर्यादींचे शिवाय त्यांच्या कंपनीतील इतर कोणीही माहिती देऊ शकत नाही.  
सदर गोपनीय माहिती चोरी होऊ नये म्हणून तसेच कोणत्याही सायबर हल्ल्यामुळे  
त्यास नुकसान पोहचू नये म्हणून सदरची माहिती ०३ हार्ड डिस्क मध्ये जमा करून  
ठेवली आहे. सदरचे तिनही हार्ड डिस्क उपरोक्त नमुद कार्यालयातील फिर्यादींचे  
व्यक्तीगत वापरात असलेल्या केबीन मध्ये सुरक्षित ठेवलेल्या असतात.



4

दि. २५/१२/२०२१ रोजी नाताळ निमीत्त फिर्यादींचे घरामध्ये सामाईक तसेच फिर्यादी यांचा मित्र स्वप्नील चव्हाण हे पार्टी करिता आलेले होते. त्या सामाईक मित्रांनी स्वप्नील यास डेटा एन्ट्री सेंटर का बंद झाले या बाबत विचार केली. त्यावेळी झालेल्या चर्चेत स्वप्नील चव्हाण यास राग आला आणि त्याने एन्ट्री सेंटर बंद होण्यामागे फिर्यादी जबाबदार असल्याचे सांगून सर्वासमोर तत्कालीन व्यक्तीगत तसेच व्यवसायीक क्षेत्रात इजा पोहचवण्याची धमकी दिली. त्यानंतर ३१/१२/२०२१ रोजी नवीन वर्षानिमीत्त आयोजित केलेल्या पार्टीतही स्वप्नील चव्हाण यास सामाईक मैत्रीनीपैकी काहींनी डेटा एन्ट्री सेंटर बंद झाल्यामुळे विचारणा केल्यावर तसेच नशा करण्याच्या सवईकडे ही त्याचे लक्ष वेधण्याचा प्रयत्न केला. स्वप्नील या त्याचा भयंकर राग आला आणि त्याने सर्वांशी भांडन केले. त्या भांडनातही त्या फिर्यादींना तुझ्याकडे बघुन घेईन व तुला बर्बाद करेन अशी धमकी देवुन निघुन गेला.

दि. ०५/०१/२०२२ रोजी फिर्यादींचे घरी काही मित्र मैत्रीनी जमलेले असताना स्वप्नील चव्हाण तेथे आला त्यावेळेस तो अमली पदार्थांच्या नशेत असलेले लक्षात आल्याने त्यांनी त्यास तेथुन निघुन जाण्यास सांगितले. त्यावेळेस त्याने फिर्यादींना "तुझी सगळी माहिती माझेकडे आहे आता मी तुझे कसे नुकसान करतो ते तु बघच" असे हिंदी इंग्रजी मिश्र भाषेत सांगितले आणि तो तेथुन निघुन गेला. त्यावेळी रिंकु दुधानी ही मैत्रीण उपस्थित होती.

दि. ०६/०१/२०२२ रोजी फिर्यादी त्यांचे ऑफीस मध्ये गेलो असता ऑफीसमध्ये त्यांचे ०३ हार्ड डिस्क पैकी ०१ हार्ड डिस्क मिळुन आली नाही. फिर्यादींनी त्यांचे ऑफीस स्टाफ ला ऑफीस मध्ये हार्ड डिस्क शोधण्यास सांगितले. त्या गायब झालेल्या हार्ड डिस्क मध्ये भारतीय हवाई क्षेत्राशी संबंधीत महत्वाची माहिती, फोटो तसेच त्यांचे व त्यांच्या मैत्रीनिशी संबंधीत अतीशय व्यक्तीगत स्वरूपाचे फोटो तसेच व्हिडीओज आहेत.

दि. १६/०१/२०२२ रोजी फिर्यादींची जवळची मैत्रीण रिंकु दुधानी रा.ठी. चेंबुर, मुंबई हिने त्यांना संपर्क करून स्वप्नील चव्हाण याने त्याचा मो. क्रमांक ८५९१०७७०९६ वरून तीचे मो. क्रमांक ९८१९४२०८९० वर केलेले संभाषनाची ध्वणीमुद्रीत प्रत तसेच झालेले चॅट पाठवले. त्यामध्ये स्वप्नील चव्हाण याने फिर्यादींची जवळची मैत्रीण रिंकु दुधानी हिचे समावेत त्यांचे व तिचे एकत्र असलेले व्हिडीओग्राफ तो सोशल मिडीयावर प्रसारीत करणार आहे तसेच इतर सामाईक मित्र मैत्रीनींना दाखवुन त्यांची बदनामी करणार आहे अशी धमकी देत असल्याचे स्पष्ट समजुन येते. तेव्हा फिर्यादींनी ताबडतोब त्यांचे ऑफीस मधील सीसीटीव्ही फुटेज तपासले असता त्यामध्ये दि. ०५/०१/२०२२ रोजी १७:१४ वा.चे पासुन १८.२२ वा. पर्यंत स्वप्नील चव्हाण हा त्यांचे केबिन मध्ये त्यांचे अनुपस्थितीत आला होता. याचा अर्थ तो १ तास ८ मिनीटे या वेळेत त्यांच्या अनुपस्थितीत ऑफीसमधील एक हार्ड डिस्क चोरी केल्याचे त्यांना दिसुन आले.

दि. १९/०१/२०२२ रोजी फिर्यादींची मैत्रीण रानो दुबे हिचे मो. क्रमांक ७३०४८२०९४ वरून स्वप्नील चव्हाण याने त्यांचे मो. क्रमांक ८५९१०७७०९६ वरून तिला कॉल करुन ऑफीस मध्ये तिला आणुन तिचे मो. क्रमांक ८५९१०७७०९६ वरून असलेले अत्यंत वैयक्तिक व खाजगी फोटो दाखवले असे रानो दुबे हिने त्यांना सांगितले. त्यानंतर स्वप्नील चव्हाण याने रिंकु दुधाने व रानो दुबे यांना फिर्यादींचे समावेद असलेले अत्यंत व्यक्तीगत व खाजगी व्हिडीओ तसेच फोटो प्रसारीत करुन त्यांच्या खाजगी आयुष्यात बाधा पोहचवण्याची धमकी दिलेली आहे.



मगील १० दिवसापासुन स्वप्नील चव्हाण हा वेगवेगळ्या लोकांमार्फत संदेश पाठवुन फिर्यादीचेकडे ५० लाखाची मागणी करत आहे. अन्यथा हार्ड डिस्क मधील गोपनीय माहिती तसेच त्यांचे व्यक्तीगत आयुष्याशी संबंधीत अत्यंत खासगी स्वरूपाचे फोटो व व्हिडीओ सर्वत्र प्रसारीत करण्याची धमकी देत आहे.

तरी स्वप्नील चव्हाण याने मैत्रीच्या विश्वासापोटी फिर्यादींनी त्यास वेळोवेळी त्यांचे व्यवसायीक तसेच व्यक्तीगत आयुष्याबाबत दिलेल्या माहितीचा दुरुपयोग केला, व त्यांचे ५ बी, ३२ आणि ३४, अक्षय मित्तल इंडस्ट्रीयल इस्टेट, एम व्ही रोड, अंधेरी पूर्व, मुंबई ५९ येथील कार्यालयात दि. ०५/०१/२०२२ रोजी त्यांचे अनुपस्थितीत त्यांचे केबीन मध्ये ठेवलेल्या हार्ड डिस्क ची चोरी करून त्यामध्ये असलेली गोपनीय व्यवसायीक माहिती तसेच व्यक्तीगत खासगी स्वरूपाचे फोटो व व्हिडीओ अनाधीकृत रित्या मिळवलेले आहेत. फिर्यादींचेबद्दल त्याचे मनात असलेल्या आसुया व द्वेषा पोटी तसेच त्याच्या व्यावसायीक अपयशात ते जबाबदार असल्याचा पुर्वग्रह बाळगुन त्यांचेवर सुड उगवण्याच्या उद्देशाने तसेच त्यांचेकडुन ५० लाख रूपयांची खंडणी उकळण्याचा हेतुने फिर्यादींना तसेच त्यांची मैत्रीन रानो दुबे आणि रिंकु दुधानी यांना वारंवार धमक्या दिल्या म्हणुन फिर्यादी यांनी समक्ष पोलीस ठाणेस येवून दिलेल्या तक्रारीवरून त्यांचा सविस्तर जबाब नोंद करून वर गुर.क्र. ५५/२२ कलम ३८०, ३८४, २९२, ५०६(२) भादविसं. सहकलम ६६(बी) माहिती तंत्रज्ञान अधि अन्वये नोंद करण्यात आला. आरोपांतांस दि. २२/०२/२०२२ रोजी अटक करण्यात आली असुन आरोपी सध्या न्यायालयीन कोठडीमध्ये आहे.

तरी खालील कारणामुळे अटक आरोपीस जामीन मंजुर होण्यास पोलीसांची सक्त हरकत आहे.

१. नमुद गुन्ह्यात चोरीस गेलेली हार्ड डिस्क हस्तगत करणे बाकी आहे. सदर हार्ड डिस्क मध्ये महिलांचे खासगी व संवेदनशील फोटो आहेत.
२. आरोपीने फिर्यादीचे हार्ड डिस्क मधील माहितीचा दुरुपयोग केला आहे का? या बाबत तपास करित आहोत.
३. आरोपीचा आनखी कोणी साथीदार आहे का? आरोपीने सदरचे कृत्य कोणत्या कारणास्तव अथवा कोणाच सांगण्यावरून केले आहे का? तपास सुरू आहे.
४. आरोपीतास जामीन मंजुर झाल्यास तो फिर्यादी व साथीदार यांना धमकीवजाची दाट शक्यत आहे.

तरी उपरोक्त कारणामुळे अटक आरोपी स्वप्नील चव्हाण यास जामीन मंजुर होण्यास पोलीसांची सक्त हरकत आहे.

|| True Copy ||  
 JUDICIAL CLERK  
 Metropolitan Magistrate's  
 33rd Court Andheri Mumbai



आपला विश्वासु,

(विशाल पाटील)

पोलीस निरीक्षक  
 सहार पोलीस ठाणे, मुंबई.

seen

mml

28/02/22

IN THE COURT OF M.M. COURT 63<sup>rd</sup> COURT

551/BA/2022

At. ANDHERT, MUMBAI

2.10.2022

25/02/2022 C.R. NO. 55/2022

Sahar Airport Police Stn. complainant  
v/s  
Swapnil Baban Chavan. Accused

Application for bail

u/s - 380/384/292/506(II) I.P.C 66(B) I.T. Act  
(arrested on - 23/2/2022) by Sahar P. Stn.  
MOST Respectfully submitted as under:-

① that the present FIR has been registered on false and bogus facts. The facts stated in the FIR are fabricated, concocted and without any basis.

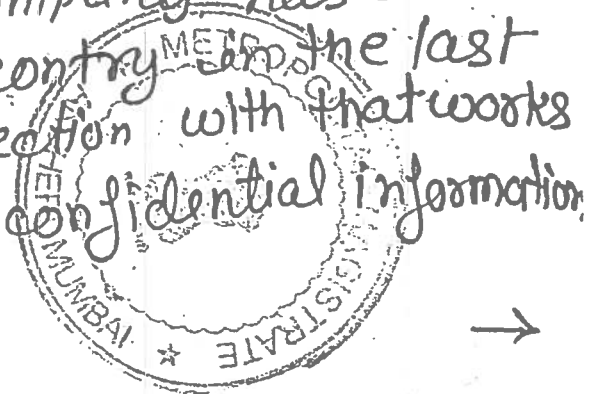
② that the police has falsely implicated the applicant and arrested him in the present case, the applicant is a respectable citizen of the society and not involved any criminal case.

③ that the brief of fact is the complainant is a professional pilot who works for various aviation companies. He has owned office at Andheri the complainant company has been operating many country since the last 10 years. In connection with that works we have collected confidential information.

App. of I.O.

to file. Day

25/2/22



relating to airports in outside India, no one else in the company can see except the complainant. This confidential information is stored on 3 hard disks so that it is not stolen and it is not damaged by any cyber attack.

④ That complainant said the Accused a friend of the complainant, who is a complainant going for pilot training that accused also came for pilot training. That Accused became addicted to drugs due to bad company and as a result he could not complete the pilot training. Complainant said the Accused had developed jealousy and hatred for him. Complainant came to India in 2010. Complainant met the Accused many times on different occasions and discussed with Accused about many important issues related to his personal and business life.

⑤ That complainant started business with Accused (call center) and the Accused did not pay attention to the business so that call center business went bankrupt and had to close down. Complainant again started business with the Accused that the business is also close down.



(3)

⑥ On the occasion of Christmas, the complainant common friend and Accused had come to the house for a party. At the time common friends asked Accused why the data would be close during the discussion. Accused got angry and threatened to harm him in public as well as in the business sector. On 6/1/22 of his 3 hard disk did not come in the office. Complainant asked office staff to search the important information related to Indian airspace as well as very personal photos and videos related to her and her friend. That the Accused along with his close friend, is threatening to defame him by showing a video-graph of him and on of him and one of his friends on social media as well as other common friends. The complainant immediately checked the CCTV footage in his office and the accused was in his cabin absence. This means that he was 1 hour and 8 minutes in complainant absence in the office on 19/11/2022, it was discovered that he had stolen the disc. That the accused showed Rani Chabey a very private photo together.



9

(7) complainant said For the last 10 days that the accused has been demanding Rs. 50 Lakhs from the comp. by sending message through different people. otherwise, it is threatening to spread confidential information on hard disk as well as highly private photos and videos related to their personal lives. Prayer →

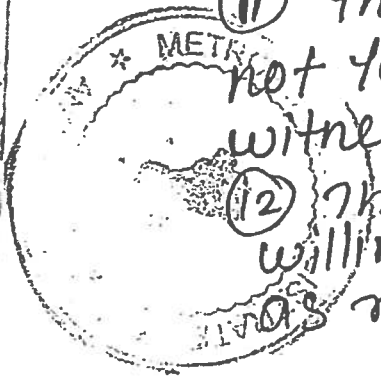
(8) that the Accused is not required in any kind of investigation nor any kind of custodial interrogation is required nor any recovery is to be made at the instance of the Accused.

(9) that the Accused is a permanent resident and there are no chance of his absconding from the course of justice.

(10) that the applicant/accused undertake to present himself before the police/court as and when directed.

(11) that the accused further undertake not to tamper with the evidence or the witness in any manner.

(12) that the accused is ready and willing to accept any other conditions may be imposed by the court or



The police in connection with the case.

It is therefore prayed that the court may order for the release of the accused on bail in the interest of justice.

Any other order which the court may deem fit and proper in the facts and circumstances of the case may be also passed in favour of the accused Applicants.

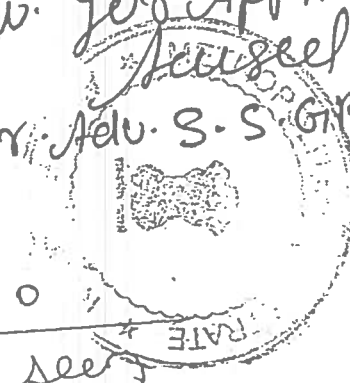
And for this Act of kindness accused's duty bound shall ever pray.

Mumbai

Date - 25/2/22

*[Signature]*

Adv. for Applicants/  
Accused  
FOR: Adv. S. S. GHANDHI



Amel  
28/02/22

Say of APP  
As made  
The alleged offence is non-bailable and serious in nature. There is possibility of tampering with the evidence and flow away from justice. Investigation is at initial stage. The hard copy is not recovered yet. Hence application is opposed and objected.

*[Signature]*  
28/02/22  
APP

True Copy

*[Signature]*  
JUDGE

Metropolitan Magistrate's  
33rd Court Andhera Mumbai

11:02



< 34



+44 7983 855602



Today

🔒 Messages and calls are end-to-end encrypted. No one outside of this chat, not even WhatsApp, can read or listen to them. Tap to learn more.

🕒 You use a default timer for disappearing messages in new chats. All new messages will disappear from this chat 7 days after they're sent. Tap to update your own default timer.

Hello, this message is to give you heads up about this fraud and criminal man

10:28 PM

Mr Amit Agarwal.. he is involved in many criminal activities.. he was also arrested in the month of April first r falsely representing himself as consulate

10:29 PM

We don't know amit amagrwal

10:30 PM ✓✓

I guess u sending wrong number

10:30 PM ✓✓

Nishant pitti .. ease my trip ?

10:30 PM

Yes

10:30 PM ✓✓

Oh k this guy was bragging in some party that you are his best friend

10:30 PM

Sorry to bother you may be he was lying

10:31 PM





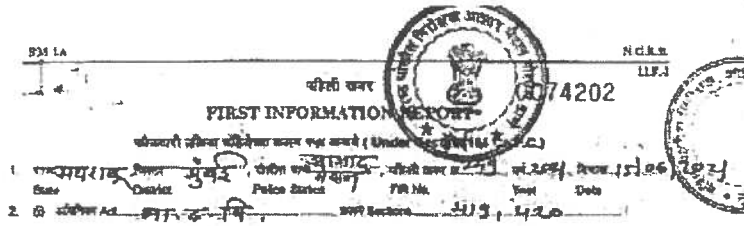
Oh k this guy was bragging in some party  
that you are his best friend

10:30 PM

Sorry to bother you may be he was lying

10:31 PM

Forwarded



pdf Consulate FIR Copy.pdf

5 pages • 2.7 MB • pdf

10:34 PM

Forwarded

### Andheri bizman held for falsely representing the govt of Congo

Andheri businessman (Name) arrested for falsely representing himself as a member of the government of Congo. He was arrested over four years ago. He is accused of representing himself as a member of the government of Congo.

pdf TOI Mumbai 09.04.2022.pdf

1 page • 763 KB • pdf

10:34 PM



7:51

4G



+44 7983 855602



3:46 PM

He has been spreading this news to everyone that Samir Bhai took 20 lakhs from him and he didn't do any work which he asked u to do

3:47 PM

I don't mean to offend you but he mentioned that you also asked him to book tickets for Budapest and he said " ye chutiye ki kanni kaatni padegi " .. my intention is just to give you heads-up about this man who is spreading negative news about you in the market 🙏

7:46 PM

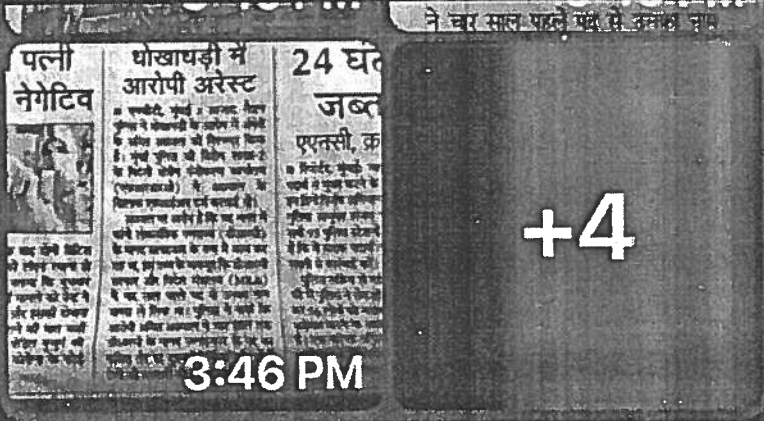


3:54

4G



+44 7983 855602



3:46 PM

Did you take any money from this criminal?

3:46 PM

He has been spreading this news to everyone that Samir Bhai took 20 lakhs from him and he didn't do any work which he asked u to do

3:47 PM

This sender is not in your contacts.

Block

Report

Add to Contacts



13:45

VoLTE LTE1 VoLTE LTE2 78%



Sameer Upadhyay...



but he mentioned that you also asked him to book tickets for Budapest and he said " ye chutiye ki kanni kaatni padegi " .. my intention is just to give you heads-up about this man, who is spreading negative

11:17 ✓✓

See I am mature enough and I don't stand this type of dirty tricks by anyone.

I had send Dhruv because he can be in loop to know rest such type of people I don't take them seriously.

But this you have to introspect how can your people can make a nuisance for you. I don't need any clarification as I know that this can be done to harm our relationship.

12:18

Sameer Upadhyay Dhruv Agrawal  
See I am mature enough and I don't stand this type of dirty tricks by anyone....

Thanks

Yes this piece of shit has so far targeted 30 people

Like yourselves

With pure intention to spoil relationships and harm me

12:27 ✓✓



Message



← Dhruv Bhai



09:03

Forwarded

Someone from UK send me this message 09:03

Forwarded

For Amit Agrawal 09:03

No 09:03

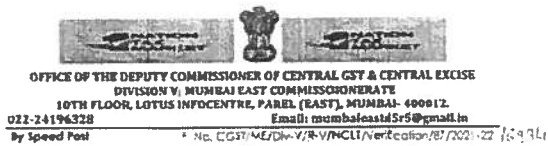
Some fake guy I think 09:03



Forwarded

But he had send so many things 09:03

Forwarded many times



PDF Central Exise Claim.pdf

7 pages • 453 kB • PDF 09:03

Message



8:43

Voice LTE 4G+ 15%

← +44 7983 855602



Dnt u think to ask 10 lakh frm a house wife is fair enough

12:45 pm ✓✓

Don't u think fucking around after marriage and kids is fair?

12:46 pm

Let your community watch your video

12:47 pm

Fuck your money

12:47 pm

I knw dat...bt y u wana gt dis thing done wit me..

12:47 pm ✓✓

Plz u need to believe me..

12:47 pm ✓✓

I don't trust you now

12:47 pm

Deal was simple

12:47 pm

I'm gonna fuck your image now

12:47 pm

C if u cleae things simply wit me...i ll clear it in a nice way

12:48 pm ✓✓

Your kids will hate you all your life

12:48 pm

Let your husband kick your ass

😊 Message



8:43

Ver 4G+ 15%

←  +44 7983 855602



Now let your husband your  
children watch your drama 12:41 pm

Tl me 1 thing u r in london rite  
12:42 pm ✓✓

Hw ll i even pay u.. 12:42 pm ✓✓

I know all the ways 12:42 pm

And now I don't want money from  
you 12:42 pm

I'll claim from your husband  
12:42 pm

Listen dude... 12:42 pm ✓✓

Fuck yourself 12:42 pm

I didn't wanted to do this 12:42 pm

Hw does it matter if he knws  
12:43 pm ✓✓

U didnt tl mw nt to tl him 12:43 pm ✓✓

But your wrong actions will haunt  
you fornyour life 12:43 pm

He needs to pay for his mistakes  
12:43 pm ✓✓

 Message



8:43

VoLTE 4G+ 15%



+44 7983 855602



Yeah 12:43 pm

U tl mw hw to gt out of all dis...

12:43 pm ✓✓

I dnt want b involved into all dis..

12:43 pm ✓✓

+44 7983 855602

If you disclose this with anyone

12:43 pm

U meant by policw rite 12:44 pm ✓✓

No 12:44 pm

I meant anyone 12:44 pm

It doesn't matter even if u disclose

it 12:44 pm

But you broke the rules 12:44 pm

And i don't think you are capable to

pay 12:45 pm

I'll give the same deal to your

husband 12:45 pm

Let see if he is interested to save

your character 12:45 pm

Dnt u think to ask 10 lakh frm a

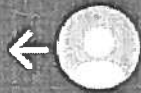


Message



8:44

VoLTE 4G+ 15%



+44 7983 855602



Den y me...i dnt even knw u...

12:51 pm ✓✓

Am just doing my job 12:51 pm

I don't know you either 12:51 pm

I was doing my job 12:51 pm

You should have obeyed 12:51 pm

U shld hav being cleard na...

12:52 pm ✓✓

I just tld him...dnt msg  
me ever...bcoz of u...m in  
trouble...dats all

12:52 pm ✓✓

He shld realise his mistake as well

12:52 pm ✓✓

You told him about the videos you  
Fucking bitch

12:56 pm

No...i didnt 12:57 pm ✓✓

You did 12:58 pm

I don't think you care about your  
character

12:58 pm

I think you are okay with people  
watching your video


12:59 pm

😊 Message



7:40

Vodafone 4G+ LTE 7%

←  +44 7983 855602



Sorry in advance 7:23 pm

But I have to publish those videos  
7:23 pm

They have given me certain data  
which includes few relatives from  
your husband side and your kids  
school staff  
7:24 pm

You blocked this contact. Tap to unblock.

You unblocked this contact.

2 Unread Messages

Today

Shikha you don't want to respond?  
7:21 pm

Should I just proceed 7:21 pm

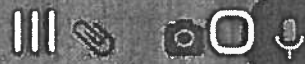
The sender is not in your contact list

 REPORT

 BLOCK

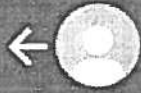
 ADD TO CONTACTS

 Message



8:43

VoLTE 4G+ 15%



+44 7983 855602



BLOCK

ADD

Today

🔒 Messages and calls are end-to-end encrypted. No one outside of this chat, not even WhatsApp, can read or listen to them. Tap to learn more.

You think you are smart 12:35 pm

Wat hav i done... 12:38 pm ✓✓

You told everything to mr agarwal  
12:38 pm

You think your WhatsApp is not  
getting recorded 12:40 pm

He shld knw his mistake as well...  
12:41 pm ✓✓

You bitch 12:41 pm

Y m i suffeeing bcoz of his rivalry  
wit ne1 12:41 pm ✓✓

Omg...ur language 12:41 pm ✓✓

Yes 12:41 pm

Now let your husband your  
children watch your drama 12:41 pm

😊 Message



← Shikha Agar... Active now

I hav seen it personally

Wats wrong wit u damn

Listen i hav to msg him today again

What's there in the video

Drawing room sofa kissing n all

My oxgyen is still nt stable witout cylinder

N i dnt knw wat to do...

Just relax

He ll sen dat video to my husband

He said he ll viral it

He askd me nt to tl ne1

Don't get into that nonsense

That's all bullshit

Seen just now

Message...



Shikha Agar...  
Active now



Now what

Sum1 frm london has my video

N is aksing 10 lakh rupees

Wat else u want

Msgd on watsapp frm +44

I dnt knw hw many girla r gonna die...

I dnt knw wat m i gonna do



M hospitalised

Ask for the video my love



Couldnt breathe properly

And send me those chats

He called me video call n shwd me...

I hav seen it personally

Wats wrong wit u damn



Listen I hav to msg him today again

What's there in the video



Drawing room sofa kissing n all



Message...



10:23

VoLTE 4G LTE 41%



Swapnil Chauhan  
online



I guess v had a chat before a mnth  
almost

10:20 pm ✓✓

Okk 10:20 pm

My sis in law was here for a  
mnth ...i was too occupied ..

10:20 pm ✓✓

Just may mnth...crazy guesting....

10:21 pm ✓✓

U met him a day before he left for  
states

10:21 pm

U were in mumbai for some  
function

10:21 pm

Just for your sake am telling u this

10:22 pm

He is on radar 10:22 pm

All his movements are watched by  
his enemy

10:22 pm

Stay away from him u are married  
with kids

10:22 pm

Staying in touch with him can get u  
in some trouble

10:22 pm

Serious trouble 10:22 pm

Message





# SUPREME TRANSPORT ORGANISATION PVT LTD



5B 34 Mittal Ind Estate MV Road Andheri East Mumbai 400059 INDIA +91 9870811224

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Dallas TEXAS

USA +1 703 810 9054

www.supremeaviation.com

ammeet@supremeaviation.com

www.stopl.in

kamal@stopl.in

\*\*\*\*\*

January 7<sup>th</sup> 2022

AB1 Shinde  
R2 +1/A

To,

**Shri Sanjay Ji Govilkar**

Senior Police Inspector, Sahar Police Station

Andheri East, Mumbai 400059

वरिष्ठ पोलीस निरीक्षक,  
सहार पोलीस ठाणे, मुंबई  
दिनांक 10/01/2022  
TR/3/10/23

**Re: To register FIR, requesting inquiry, investigation followed by**

**appropriate action as per law, in a matter of fraud of Rs. 7+ Crores by:**

1. **MR. VIMAL AGRAWAL & NUPUR AGRAWAL** +91 93421 37351

Resident of B306, Sai Krupa Elite, Doddenkundi,  
Fern City Rd, Marathahalli, Bengaluru 560037

2. **MR. GIRISH AGRAWAL & SAMIXA AGRAWAL** +91 9311701121

Resident of A40 Kewal Kunj Apt, Sector 13, Rohini, New Delhi 110085

3. **Ms. PINKY AGRAWAL**

+91 98230 84559

Resident of BHAYANDER

4. **MR. SWAPNIL CHAVAN & MS. SNEHA**

+91 85910 77096

Resident of Chavan Chawl, Marol Maroshi Road, Andheri East, Mumbai 59

5. **MR. ATUL PANDEY & MS. RAJINI PANDEY**

+91 98672 42345

Resident of Yogendra Bhawan, JB Nagar, Andheri East, Mumbai 59

6. **Mr. Kamlesh Bairwa Tatawat**

+91 80786 55144

Resident of 89D, Narayan Vihar – 1<sup>st</sup>, Jagannathpura, Sanganer, Jaipur 302029

7. **Mr. Ramesh Kakria**

+91 98700 85405

Resident of Gokuldharm, Goregaon East, Mumbai 400097

\*\*\*\*\*

Respected Sir,

We seek your indulgent consideration, on the subject afore mentioned, on behalf of M/S Supreme Transport Organisation Pvt Ltd:

1. Please find attached ANNEX – 1, a letter from AUDITOR C.A. Girish Mundada, confirming fraud of more than Rs. 5 Crores conducted by accused number 1 to 3 afore mentioned.

2. Please find attached ANNEX – 2, a letter copied to us as party 4, which clearly indicates fraud of more than Rs. 1.70 Crores conducted by accused 4 to 6 afore mentioned.

\*\*\*\*\*

Continued..



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PAN# AAMCS0611A GST# AAMCS0611A2ZU

MSME #27222200461



# SUPREME TRANSPORT ORGANISATION PVT LTD



5B 34 Mittal Ind Estate MV Road Andheri East Mumbai 400059 INDIA +91 9870811224

8601 Park Lane #313

Dallas TEXAS

USA +1 703 810 9054

www.supremeaviation.com

ammeet@supremeaviation.com

www.stopl.in

kamal@stopl.in

\*\*\*\*\*

Continued..

3. Please find attached ANNEX – 3, a letter dated 24<sup>th</sup> June 2022, which clearly talks about cash and fraud of more than Rs. 10 Crores.
4. Property documents worth more than Rs. 2.5 Crores have been taken in illegitimate possession of accused #1 afore mentioned (annexure – 4 copies of such documents)
5. Property documents worth more than Rs. 3 Crores have been taken in illegitimate possession of accused #2 afore mentioned (annexure – 5 copies of such documents)

\*\*\*\*\*

6. I, Captain Ammeet K Agarwal, aged 34 years, resident of 901 Bikaner Bhawan, JB Nagar, Andheri East, Mumbai 400059, living with my father Shri Kamal Agarwal and mother Mrs. Sangita Agarwal since 2015; and in Mumbai since birth in 1988; I am President, Director and CEO of M/S Supreme Transport Org Pvt Ltd (STOPL) and M/S Sangeeta Aviation Services Pvt Ltd (SASPL), with head offices at 5B 34 and 5b 32, Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai 400059 for more than 10 years; am a Commercial Pilot by qualification, holding licenses from USA.
7. In the month of September 2022, we came to know through Bank of India branch in Bengaluru, that from STOPL's account, accused #1 Mr. Vimal Agrawal had transferred funds to his personal account. (Copy attached as annex 6 for your reference).
8. We immediately informed our auditor to further conduct investigation on such transfers and submit detailed report. His report was recently received (copy attached as annex 7 for your reference). This report was shocking since Mr. Vimal Agrawal along with his wife Nupur Agrawal, his brother Girish Agrawal, his wife Samixa Agrawal and their sister Pinky Agrawal, in the last few months, have siphoned off more than Rs. 5 Crores from our company's accounts and funds.
9. Our meditators tried to speak to them for amicable settlement of these funds. However, they simply replied to the mediators that these amounts are their salaries for last 4 years! How can Nupur, Samixa, Pinky – all 3 ladies draw salaries from the company?

Continued..



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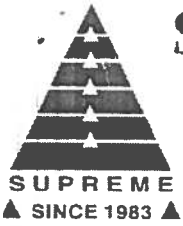
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www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in kamal@stopl.in  
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Continued..

10. Further, our mediators and auditor asked them, if they have any proof of authorization to draw salaries or pay themselves fraudulently in the name of salaries? **This is violation of the company's act.** To which obviously, they have no reply. Matter of fact, annexure 8 are prayers from accused #1 and #2's own petition filed before NCLT, where they have clearly prayed for Director's remuneration since April 2019. Hence they stating that they have drawn these funds as their remuneration or salaries, are contradictory to their own submissions in NCLT on oath.

11. Further, our mediators and auditors clearly asked if they have done any business or work, generated any sales or revenues for the company, at least in last 4 years? To which, it is obvious that they have not worked at all, hence fraud of more than Rs. 5 Crores is evident and clearly visible.

12. To avoid any further pressure from us, our mediators and others, both Vimal and Girish have filed a frivolous application/petition in NCLT on 11<sup>th</sup> November 2022. Such petition is now being used by them to blackmail us, to not inquire in their Rs. 5+ Crore fraud.

13. Further, Mr. Vimal tried to sell company's property/plot located at **Municipal New No.51/1, Situated at 9th A Main Road, Banaswadi, Bangalore**, for Rs. 2.50 Crores. His intention was to take the payment in the same Bank of India account of the company, which is in his control, and further siphon off Rs. 2.50 Crores of company's money to his personal account. He is still holding possession of original documents of company's property, which needs to be in company's headquarters, despite of our several instructions to him to deposit the company's property papers.

14. Further, Mr. Girish tried to sell company's property/plot located at **D 338 Aara Machine Wali Gali, Man Pawana Road, Opp Shabad Dairy, Bharti Vihar, Bawana Road, Doulatpur, Delhi 110 042**, for Rs. 3 Crores. His intention was to take the payment in the same Bank of India account of the company, which is in his and his brother Vimal's control, and further siphon off Rs. 3 Crores of

Continued..



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kamal@stopl.in

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Continued..

company's money to his personal account. He is still holding possession of original documents of company's property, which needs to be in company's headquarters, despite of our several instructions to him to deposit the company's property papers.

**15. Further, Mr. Girish Agrawal has collected Rs. 1.20 Lakhs cash EVERY MONTH of RENT from this property, from his local renter, illegitimately against company's interest. This has been happening for at least last 4+ years, which itself amounts to more than Rs. 60 Lakhs in rental fraud of company's property.**

16. We request your offices to please arrest the accused; recover original property papers from them; their residences should be attached so that the company can recover such Rs. 5+ crores siphoned off by them from the company's funds.

\*\*\*\*\*

17. Accused #4 and #5 - Swapnil Chavan and Atul Pandey are believed to own and operate a shell company – M/S Million Air Pvt Ltd. This company is a fraudulent company, since it is not in compliance with the Income Tax, G.S.T., Ministry of Corporate Affairs and R.O.C. requirements as visible on websites. (Annex 9 Attached)

18. Both Swapnil Chavan and Atul Pandey have made M/S Sangeeta Aviation Services Pvt Ltd (SASPL), transfer more than Rs. 1.70 Crores to their personal accounts, their mother's account viz Mrs. Sneha Chavan and Mrs. Rajini Pandey; also in an account in DUBAI owned by Mr. Swapnil Chavan. (Annex 10 Attached)

19. Such monies are purely transferred against extortion and blackmailing, for submitting fake bids in state government tenders by their company Million Air Pvt Ltd (Annex 11 attached).

20. Mr. Swapnil Chavan was arrested by SAHAR Police on 22<sup>nd</sup> February 2022, for similar extortion and black mailing FIR registered by me. It is evident that both the accused have no jobs, no business, no source of income and hence since last few years, apart from black mailing and extortion, they cannot accept any other means of livelihood and survival. Your further investigation on them would reveal their background, income and source of livelihood.



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Continued..

21. On further investigating through reliable sources, it was found that this entire money of Rs. 1.70 Crores, transferred to afore mentioned 4 account holders in Mumbai and 1 in Dubai, **was CASH WITHDRAWN COMPLETELY 100% by the accused.**

22. This further attracts the income tax, GST, PMLA and various government violations including HAWALA done from Dubai. They have set a precedent that anyone can operate a SHELL COMPANY, submit fake bids and BLACKMAIL genuine bidders to collect extortion monies of more than Rs. 1.70 Crores.

23. Swapnil Chavan has been sending WHATSAPP messages to more than 50 high networth individuals, senior bureaucrats, politicians, Bollywood and close contacts of myself, in last 4 months, using this number +44 7983 855 602 (Annex 12 attached).

24. Prima facie these messages have 90% generic content consisting of 20-25 forwards including FIR, news articles and other defamatory material AGAINST myself.

25. The balance 10% content is specifically targeted to stir poison between the recipient and myself. People who can confirm receipt of such messages:

i.	<b>Mr. Kuldeen Ranka IAS</b>	<b>P.S. to Hon CM Rajasthan</b>	+91 94133 64002
ii.	<b>Capt Ajay Chauhan</b>	<b>Dir of Civil Aviation, Govt of Gujarat</b>	+91 99099 18888
iii.	<b>Mr. Dominic Savio</b>	<b>Chhattisgarh Civil Aviation Dept</b>	+91 94255 20679
iv.	<b>Mr. Ajay Sandey</b>	<b>Chhattisgarh Civil Aviation Dept</b>	+91 881 7676 066
v.	<b>Mr. Trivikram Joshi</b>	<b>Ex-MLA BJP Karnataka</b>	+91 94481 10099
vi.	<b>Mr. Sameer Upadhyay</b>	<b>Political Advisor to Paresh Rawal</b>	+91 99100 72605
vii.	<b>Mr. Dhruv Agrawal</b>	<b>OSD to a cabinet minister</b>	+91 99603 83838
viii.	<b>Mr. Nishant Pittie</b>	<b>Owner of STOCK LISTED COMPANY</b>	+91 98110 49345
ix.	<b>Mr. Sanjay Shah</b>	<b>Close contact of BJP lobby</b>	+91 93249 68581
x.	<b>Mr. Chandraprakash Todi</b>	<b>High Networth Businessman</b>	+91 97648 35813
xi.	<b>Dr. Sudhir Desai</b>	<b>Renowned Doctor in AMERICA</b>	+1 269 275 2792
xii.	<b>Mr. Neeraj Morarka</b>	<b>High Networth Businessman</b>	+91 99201 33373
xiii.	<b>Shama Sikandar</b>	<b>Bollywood Actress</b>	+91 99303 06770
xiv.	<b>Bina Gaikwad</b>	<b>Blackmailed by showing videos</b>	+91 99300 12399
xv.	<b>Shikha Agarwal</b>	<b>BLACKMAILED for 10 Lakhs by videos</b>	+91 84692 22333
xvi.	<b>Chandni Kanoria</b>	<b>BLACKMAILED by showing VIDEOS</b>	+91 98203 43304
xvii.	<b>Rinku Dudani</b>	<b>BLACKMAILED by showing VIDEOS</b>	+91 98194 20890
xviii.	<b>Capt Akash Agarwal</b>	<b>Resident of AMERICA</b>	+1 703 810 9054

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kamal@stopl.in

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Continued..

26. Swapnil Chavan has been doing such nuisance, so that I don't take any further action against him, including exposing this scam of Rs. 1.70 Crores as afore mentioned.

27. Further, we have 2 video clips where Swapnil Chavan is clearly visible consuming drugs. It is strongly believed that all this money was used for illicit drug trading by him for his survival and income.

28. However, such illegitimate acts of Swapnil Chavan were informed to Commissioner of Police, Mumbai, which was marked and discussed with Joint CP CRIME, further ordered to investigate by CIU of Crime Branch. Swapnil Chavan handed over a cheque of Rs. 1.70 Crores to M/S Sangeeta Aviation Service Pvt Ltd, to settle the entire matter so no further FIR and arrest is made.

29. That cheque is evidence of his amounts of Rs. 1.70 Crores afore mentioned. However, that cheque has bounced and separate proceedings u/s 138 in appropriate courts of law are in process.

30. We request your office to conduct fair investigation followed by arrest of the accused at the earliest. Further, please help recover Rs. 1.70 Crores transferred to them for blackmailing and extortion.

\*\*\*\*\*

31. All the monies which were transferred to accused #4 and #5, were transferred by accused #6- Kamlesh Bairwa. Kamlesh along with Mukesh Bairwa, joined my office in November 2016 (Annex 13 attached). After handling complete accounting and operations of my companies for more than 6 years, they both disappeared in the last week of August 2022.

32. Mediators and auditors have spoken to both on several occasions, including asking them to return to office to continue the works. They both have refused, since they both fear exposure of the entire scam, after the complaint filed as per ANNEX -2.

33. Further, they both have all the usernames, passwords, access to all accounts, data and finances of our companies, EXCLUSIVELY. They both are believed to be hands in gloves with accused #1 to #5, since complete transactions are conducted by them or with their help.

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# SUPREME TRANSPORT ORGANISATION PVT LTD

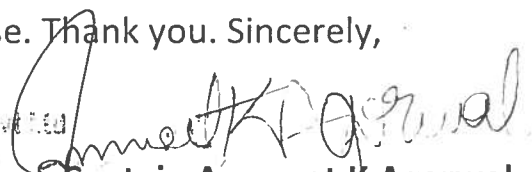


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\*\*\*\*\*

34. I was in USA from 16<sup>th</sup> May 2022 to 10<sup>th</sup> November 2022. I have lived in USA off and on from 2006. During my travel for 6 months, Mr. Varun Kakria, my executive secretary for last 8+ years, have disappeared from my office in August last week.
35. All my business, my works, my lobbying, my legal matters and each and every activity of both the companies and my family, were looked by Mr. Varun Kakria exclusively.
36. He started in 2014 at Rs. 18,000 per month / Rs. 2 lakhs per year package. In last 2 years he was drawing more than Rs. 1.65 Lakhs per month / Rs. 20 Lakhs package per year.
37. I believe, that Mr. Varun Kakria was aware of afore mentioned funds transfers, scams, siphoning conducted by accused #1 to #6, hence to escape, he disappeared in last week of August 2022. Especially after the letter which was received in June marked as Anx-3, he realized that sooner or later the scam would be exposed.
38. Prima facia, funds of more than Rs. 5 Crores have been transferred from the bank accounts to accused to #1 to #3. Funds of more than Rs. 1.70 Crores have been transferred to accused #4 and #5. All funds transfers have exclusively been done by accused #6. Considerable cash withdrawals in excess of Rs. 10 Crores are visible as well, and hence letter annexure 3 becomes sensible. Company's original property documents of Rs. 2.50 Crores are in illegitimate possession of Mr. Vimal Agrawal; Company's original property documents of Rs. 3 Crores are in illegitimate possession of Mr. Girish Agrawal. Hence crime and fraud has already been committed by all the accused, with evidence, hereby submitted for your perusal.
39. We request your office to fairly investigate this fraud and take appropriate actions as per law including immediate arrest of all the accused. I shall be available for statements and all further queries the department may have in this case. Thank you. Sincerely,



For Supreme Transport Organisation Pvt Ltd

  
Captain Ammeet K Agarwal  
President & CEO

Authorized Signatory  
\*\*\*\*\*



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MSME #27222200461

4:02

VoLTE 4G .lll 88%




+44 7983 8556...

Today at 3:23 PM



Today

 Messages and calls are end-to-end encrypted. No one outside of this chat, not even WhatsApp, can read or listen to them. Tap to learn more.

Ab Teri baari !! 3:23 PM

The sender is not in your contact list

 REPORT

 BLOCK

 ADD TO CONTACTS

 Message





➔ Forwarded

Just passing on information  
of this criminal to everyone  
associated with him 11:59

➔ Forwarded

He was spotted in your parties  
11:59

➔ Forwarded

This man is a criminal and he is  
screwing many families 11:59

➔ Forwarded

I am just giving information to  
everyone 11:59

➔ Forwarded

This nice person is a rapist .. he  
tried to kill his own cousin 11:59

➔ Forwarded

He did many bank frauds 11:59

➔ Forwarded

And he was falsely representing  
himself as consulate for which  
he was arrested in the month of  
April 11:59

➔ Forwarded

Now his company is insolvent ..  
he has huge liabilities 11:59

➔ Forwarded

Whatever aviation work he did  
was fraud 11:59

➔ Forwarded

He use to sell this equipment  
to our state govt. By bribing  
the concerned officers ..  
this equipment was already  
decertified by usa in 2011 11:59

Forwarded  
This is in regards with the above tender 17:12

Forwarded  
I am RTI activist 17:12



WORK ORDER (S-I-C) OF 03 AATA... 3 pages - 663 KB - PDF 17:12

Forwarded  
This was a physical tender submitted by 3 companies 17:12

Forwarded  
This was all planned under the supervision of R.M. Dominic .. all three jokers who submitted the tender was associated with Mr Ammeet Agarwal.. 17:12

Forwarded  
I have written complaint from all three of them Mr Varun Kakarla representing Supreme transport pvt ltd .. Mr Swapnil Chavan representing Sangeeta Aviation pvt ltd .. Mr Atul Pandey representing Million air 17:12

Forwarded  
Fun fact .. Varun was Sangeeta aviation employee .. Swapnil and Atul are director of million air .. million air is a company formed only to bid against Sangeeta aviation in govt tenders .. there are no other activities in that company 17:12

Forwarded  
Ammeet Agarwal CEO of Sangeeta aviation is also a director in supreme transport in which his dad and cousins are majority share holder 17:12

Forwarded  
Tender was awarded to Sangeeta aviation services pvt Ltd.. after which the company went insolvent 17:12

Forwarded  
He registered a new company M/S Sangeeta Aviation Service Pvt Ltd with a new bank account tender awarded to Sangeeta aviation services Pvt Ltd even after several intimations from the creditors like Gannon Dunkerley And Co Ltd your department still credited the amount in his new bank account for obvious reasons 17:12

Forwarded  
How can your department credit the amount in the different bank accounts of the new company? It's a scam itself. 17:12

Forwarded  
We have all the evidence of this fraud and we will notify PMO and the Ministry of civil aviation. 17:12

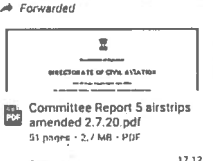
Forwarded  
Also, he cheated Rajasthan as well as the Chattisgarh govt. .. Aatas were installed in 5 airstrips in Rajasthan. He uninstalled 3 AATAS from Rajasthan airstrips by giving them a false reason for repairing them. And installed the same 3 Aatas in Chattisgarh. 17:12

Forwarded  
It's not like your department is not aware of this. Those who are bribed are aware of this fact and you can double-check it with Principul Secretary Shri Kuldeep Ranka. 17:12

Forwarded  
Also AATAS is decertified by FAA in 2011 17:12



faa decertified.pdf 10 pages - 57 kB - PDF 17:12



Forwarded  
Ammeet Agarwal is planning to abscond from the country, your department will be held responsible for this scam. 17:12

Forwarded  
We have video evidence of Mr. Agarwal where he made a statement that he bribed Dominic and through him, he successfully did this scam 17:12

Forwarded  
I am forwarding all the details to the Tender Committee, PMO, and the Ministry of civil aviation. I request all the officers who are not involved in this scam to highlight this scam, upfront to the relevant authorities. 17:12

Name - **Swapnil Baban Chavan**  
 DOB - 14-11-1988  
 PAN - AJDPC8248C  
 Address - Chavan House, Marol Maroshi Road, Opp-ICICI Bank,  
 Marol Mumbai, Mumbai Suburban, Maharashtra – 400059  
 Contact Number - +91 8591077096  
 Bank Account details - A/c No. – 104401531869  
 IFSC - ICIC0001044  
 Bank – ICICI Bank, Marol Branch, Mumbai

Bank Account details - A/c No. – 921010008877100  
 IFSC - UTIB0000328  
 Bank – Axis Bank, Andheri Kurla Road, Andheri (East)

Name - **Sneha Baban Chavan**  
 DOB - 06-01-1970  
 PAN - AJCPC3117B  
 Address - Chavan House, Marol Maroshi Road, Opp-ICICI Bank,  
 Marol Mumbai, Mumbai Suburban, Maharashtra – 400059  
 Contact Number - +91 8591077096  
 Bank Account details - A/c No. – 013200128873557  
 IFSC - SRCB0000013  
 Bank – Saraswat Bank, Marol Branch, Mumbai

**Mr Swapnil Baban Chavan**

Date	Particulars	Amount Paid
15-11-2019	EFT TO UTR#CITIN19062861722-SWAPNIL BABAN CHAVAN -OT - XXXXXXXX1869 -ICICI BANK LIMITED -MUMBAI -MUMBAI - MAROL -REF NO#090011829920107	2,00,000
18-03-2021	RTGS/DCBL202103185000003025/UTIB/Swapnil Baban C	5,00,000
18-03-2021	RTGS/DCBL202103185000009585/UTIB/SWAPNIL BABAN C	10,00,000
18-03-2021	NEFT/000001077014/UTIB/Swapnil Baban C	18,64,000
27-09-2021	MC ISSUED - ANDHERI MUMB - 008612164607 - - SWAPNIL BABAN CHAVAN	8,91,000
24-12-2021	IMPS:PAY:135817529323/104401531869/ICICI BANK	50,000.00
25-12-2021	NEFT/000006063130/ICIC/Swapnil Baban C	47,400.00
<b>TOTAL</b>		<b>45,52,400</b>

**Mrs Sneha Baban Chavan**

Date	Particulars	Amount Paid
04-07-2019	RTGS/DCBL201907045000004221/SRCB/CHAVAN SNEHA BA	3,00,000.00
31-08-2019	CMS:NEFT:SNEHA BABAN CHAVAN:013200128873557	2,00,000.00
15-11-2019	RTGS/DCBL201911155000001910/SRCB/SNEHA BABAN CHA	2,50,000.00
12-03-2021	NEFT/000000949766/SRCB/SNEHA BABAN CHA	5,00,000.00
13-03-2021	NEFT/000000976435/SRCB/SNEHA BABAN CHA	8,32,000.00
16-03-2021	RTGS/DCBL202103165000002156/SRCB/SNEHA BABAN CHA	17,82,000.00
HDFC 07-09-2021	RTGS DR-SRCB0000013-SNEHA BABAN CHAVAN-ANDHERI MUMB- HDFCR52021090763499932	8,91,000
<b>TOTAL</b>		<b>47,55,000</b>

**93,07,400**

# कार्यालय नगर परिषद् बालोतरा जिला बालोतरा

क्रमांक / न.प.बा / भूमि /

दिनांक

## नोटिस

श्री सतीस कुमार अग्रवाल पुत्र किशनलालजी  
जाति अग्रवाल निवासी खेड रोड हाल महाराष्ट्र  
संपर्क नम्बर -

विषय :- मिथ्या विपदेशन व कपटपूर्ण तथ्यों के आधार पर प्राप्त किये गये पट्टा संख्या 1228  
दिनांक 21.12.2012 को निरस्त करने व जमासुदा राशि जब्त करने बाबत।

उपरोक्त विषयान्तर्गत लेख है कि आपके द्वारा ग्राम खेड खसरा नम्बर 4/1/1 प्लोट न.  
ए - 9 पत्रावली सं. 219/2005 में पट्टा प्राप्ति हेतु आवेदन नगर परिषद् में प्रस्तुत किया  
गया था जिसके आधार पर नगर परिषद् द्वारा वाणिज्यिक पट्टा संख्या 1227 दिनांक 21.12.  
2012 को आपके नाम का जारी किया गया था इस संबंध में मैसर्स सुप्रीम ट्रांसपोर्ट  
आर्गोनाईजेशन प्राईवेट लि.डायरेक्टर श्री अमित कुमार अग्रवाल निवासी मुम्बई महाराष्ट्र की  
और से दस्तावेज लिखित ऐतराज प्रमिवेदन नगर परिषद् में प्रस्तुत किया गया है।

अतः आप उक्त के संबंध में पूर्ण तथ्य एवं दस्तावेज आगामी 03 दिवस के भीतर  
अघोहस्ताक्षरकर्ता के समक्ष प्रस्तुत करना सुनिश्चित करे अन्यथा की स्थिति में वर्णित शर्तों के  
अधीन उक्त पट्टा विलेख को निरस्त कर जमासुदा राशि जब्त कर जी जायेगी।

सूचित रहे।



आयुक्त  
नगर परिषद् बालोतरा  
नगर परिषद् बालोतरा

# कार्यालय नगर परिषद् बालोतरा जिला बालोतरा

क्रमांक/न.प.बा/भूमि/

दिनांक

## नोटिस

श्री सतीस कुमार अग्रवाल पुत्र किशनलालजी  
जाति अग्रवाल निवासी खेड रोड हाल महाराष्ट्र  
संपर्क नम्बर -

विषय :- मिथ्या विपदेशन व कपटपूर्ण तथ्यों के आधार पर प्राप्त किये गये पट्टा संख्या 119  
दिनांक 21.11.2005 को निरस्त करने व जमासुदा राशि जब्त करने बाबत।

उपरोक्त विषयान्तर्गत लेख है कि आपके द्वारा ग्राम खेड खसरा नम्बर 4/1/1 प्लोट न.  
ए 5 पत्रावली सं. 219/2005 में पट्टा प्राप्ति हेतु आवेदन नगर परिषद् में प्रस्तुत किया गया  
था जिसके आधार पर नगर परिषद् द्वारा वाणिज्यिक पट्टा संख्या 119 दिनांक 21.11.2005  
को आपके नाम का जारी किया गया था इस संबंध में मैसर्स सुप्रीम ट्रांसपोर्ट आर्गोनाईजेशन  
प्राईवेट लि. डायरेक्टर श्री अमित कुमार अग्रवाल निवासी मुम्बई महाराष्ट्र की ओर से दस्तावेज  
लिखित ऐतराज प्रमिषेदन नगर परिषद् में प्रस्तुत किया गया है।

अतः आप उक्त के संबंध में पूर्ण तथ्य एवं दस्तावेज आगामी 03 दिवस के भीतर  
अधोहस्ताक्षरकर्ता के समक्ष प्रस्तुत करना सुनिश्चित करे अन्यथा की स्थिति में वर्णित शर्तों के  
अधीन उक्त पट्टा विलेख को निरस्त कर जमासुदा राशि जब्त कर जी जायेगी।

सूचित रहे।



आयुक्त  
नगर परिषद् **आयुक्त**  
नगर परिषद् बालोतरा

*(Handwritten signature)*

# कार्यालय नगर परिषद् बालोतरा जिला बालोतरा

क्रमांक/न.प.बा/भूमि/

दिनांक

नोटिस

श्री आन्नद कुमार अग्रवाल पुत्र नागरमलजी  
जाति अग्रवाल निवासी महाराष्ट्र  
संपर्क नम्बर -

विषय :- मिथ्या विपदेशन व कपटपूर्ण तथ्यों के आधार पर प्राप्त किये गये पट्टा संख्या 139  
दिनांक 26.11.2005 को निरस्त करने व जमासुदा राशि जब्त करने बाबत।

उपरोक्त विषयान्तर्गत लेख है कि आपके द्वारा ग्राम खेड़ खसरा नम्बर 4/1/1 प्लोट न. ए-5 पत्रावली सं. 223/2005 में पट्टा प्राप्ति हेतु आवेदन नगर परिषद् में प्रस्तुत किया गया था जिसके आधार पर नगर परिषद् द्वारा व्यवसायिक पट्टा संख्या 139 दिनांक 5.10.2005 को आपके नाम का जारी किया गया था इस संबंध में मैसर्स सुप्रीम ट्रांसपोर्ट आर्गोनाईजेशन प्राईवेट लि.डायरेक्टर श्री अमित कुमार अग्रवाल निवासी मुम्बई महाराष्ट्र की ओर से दस्तावेज लिखित ऐतराज प्रतिवेदन नगर परिषद् में प्रस्तुत किया गया है।

अतः आप उक्त के संबंध में पूर्ण तथ्य एवं दस्तावेज आगामी 03 दिवस के भीतर अघोहस्ताक्षरकर्ता के समक्ष प्रस्तुत करना सुनिश्चित करे अन्यथा की स्थिति में वर्णित शर्तों के अधीन उक्त पट्टा विलेख को निरस्त कर जमासुदा राशि जब्त कर जी जायेगी।

सूचित रहे।



आयुक्त  
नगर परिषद् बालोतरा  
नगर परिषद् बालोतरा