P.W. No. 1 on S.A. :

Name : Ronald Chalres Ward

Further examination-in-chief by Ld. A.P.P. Smt. P. S. Patil for the State :-

7. As per the agreement, whenever I put money in the business, Mr. Amar Agarwal and Uma Agarwal were expected to put the same amount of money in the business on the same date. I cannot tell the amount of my investment in Indian Rupee, but I say that my investment was 2 Million Pounds. The role of Amar Agarwal and Uma Agarwal was they would run the business and I would the run the Shows. As per the Share Holder's Agreement, I was to put the design of auditorium and whatever required for running the Show. I was also expected to bring the International Comedians in the earlier days, as I had no knowledge about the Indian Comedians. There was no any other agreement except the Share Holder's Agreement. The role of the Comedy Store in the Horseshoe Entertainment was to look after the running of the Shows.

8. There was complete distinction between the role of Comedy Store and that of Amar Agarwal and Uma Agarwal. Amar Agarwal and Uma Agarwal were expected to run the business and to get required licenses for such business. The Comedy Store would not interfere with the running of the said business. I advised Amar Agarwal on the design of the auditorium which was to be established in Mumbai. The said auditorium was expected to

be the shape of Horseshoe, which was distinct from the usual shape of any auditorium. Mr. Kamal Pande was not in the picture at the earlier stage of business. However, Amar Agarwal appointed Mr. Kamal Pande as Chief Executive Officer, thereafter. I was upset about his appointment and I had asked reason to Amar Agarwal as to what he was doing when it was his responsibility to run the business. My interaction and relations with Mr. Kamal Pande from the very initial stage were poor and were not good.

9. I had no any exchange of mails and messages with Mr. Kamal Pande to my knowledge. The investment of Comedy Store in the Horseshoe Entertainment were made in seven tranches and the amount was transferred in the bank account of the said business. It was expected of Amar Agarwal and Uma Agarwal to put the same amount of money on the same date in the business. I had repeatedly asked them as to whether they had put the same amount of money on the same date as I did. However, they always gave evasive replies and some pieces of accounts. However, I never got any document to show that Amar Agarwal and Uma Agarwal had put the same amount of money on the same date. I say that the business was using the money I had put and it might have been used for any other purposes as well.

10. I say that the money which I had invested was only used for the auditorium and other purposes, which was of a very poor quality. There was no evidence to show that Amar Agarwal and Uma Agarwal had invested their amount. Even they had not

paid for the construction of auditorium for which the concerned Developer had requested me for payment. I came to know that the people who were involved in the construction of auditorium were not paid their dues by Amar Agarwal and Uma Agarwal. Those persons were cheated as like me.

11. Mr. Kamal Pande was trying to cover up everything and thereafter he sought a meeting with me and Mr. Tough. Mr. Kamal Pande had sent an email to Mr. Tough and had sought for a meeting to explain as to how Amar Agarwal has invested equal amount in the business which was not on the paper. For that purpose, we had also a meeting at Delhi. Mr.Kamal Pande informed us that the builder and other vendors were paid their dues in cash. This information of payment in cash was surprising for us as we found it illegal. He further proposed us to accept the capitalization of this payment in cash by Amar Agarwal. We refused to accept the said proposal. We were also informed that Amar Agarwal will never accept that he paid the money in cash to these vendors.

12. So I contacted my accountant in England. He further contacted advocates in India to ascertain whether there is no illegality in such transactions to avoid the allegations of money laundering. Now I am shown page No.548 to 550, which is a copy of email. I say that I had received this email. I operate my email account myself. As per this email, I found out that Amar Agarwal was paying the dues in cash to all persons and it was illegal. Once

I found out that Amar Agarwal is dealing in cash, I was not willing to continue the business with him and I informed the same to him.

13. Mr. Amit Mayekar was working as General Manager of the business and he was appointed by Mr. Amar Agarwal. I say that Amar Agarwal, Uma Agarwal, Kamal Pande were total cheat and they were not running the business appropriately. They were doing the business in cash, which compelled me to file a complaint against them. Amar Agarwal, Uma Agarwal, Kamal Pande and Amit Mayekar were having corrupt practices and were running the business illegally. As I was concerned only with running the Shows, I had no access to the documents. Whenever I asked for the documents, I never got them.

14. After I discovered all these things, I approached Chitale Accountants to ascertain all these things. Chitale Accountant investigated all the accounts. Now I am shown page No.66 to 83. It is the preliminary report given by Chitale Accountant. I had received this preliminary report from said Accountant. I have suffered wrongful loss of more than 2 Million Pounds. I had brought some international comedians for the shows in Mumbai. Amar Agarwal did not even pay these comedians and I had to pay them to save my face. I have not received any amount back from Amar Agarwal.

15. I had lodge report with concerned police station. Now I am shown the FIR and my statement therewith. The contents therein are true and correct. It bears my signature. Hence, the FIR with the statement is given **Exhibit-35**. Accused have cheated me for the said amount.

Examination in chief completed.

Cross-Examination by advocate Hirani for accused No.1 and 2

16. I cannot tell as to in which month and year Horseshoe Entertainment was incorporated in India. I do not know the place of incorporation of the company.

Cross-Examination deferred till next date.

R. O. & A. C.

Sd/-

(Abhijit R. Solapure)
Addl. C. J. M., 47th Court,
Esplanade, Mumbai.

Date : 09.04.2026