

CS 94/25

NITISH KUMAR HALDAR Vs. DARWIN PLATFORM REFINERIES LTD

14.02.2025

Present: Sh. Rambir Singh, Ld counsel for plaintiff.

Ms. Renu Rani, Ld counsel for defendant no.1, 2 and 3.

Copy of reply has been supplied to Ld counsel for plaintiff.

Copy of plaint supplied.

Fresh vakalatnama filed on behalf of defendant no.1, 2 and 3.

Put up at 2.00 PM.

(Anil Kumar Paswan)
District Judge-04, East District,
Karkardooma Courts, Delhi
14.02.2025(Pr)

AT 02.20 PM

Present: Sh. Rambir Singh, Ld counsel for plaintiff.

Ms. Renu Rani, Ld counsels for defendant no.1, 2 and 3.

Other defendants are served, however they have not appeared.

Reply filed to the application U/o 39 rule 1 and 2 CPC.

This is an application U/o 39 rule 1 and 2 CPC.

1. It is the case of plaintiff that he is doing business and came in contact with the defendant No.3 who is the chairman of Darwin Platform Group of Companies and one of the group company is

defendant No.1 i.e. Darwin Platform Refineries Ltd. which is engaged in the business of drilling, extraction, processing and refining of crude oil from the oil refineries/w-ells allotted by ONGC. Plaintiff came to know through acquaintance that defendant No.1 is doing extremely well in oil and natural gas sector and persons who are associated with defendant No.1 are reaping benefit from the growth of defendant No.1. Plaintiff met defendant No.3 at V3S Mall, Preet Vihar, Delhi and after series of discussions and deliberations plaintiff manifested his intention to reap benefit from the growth of defendant No.1 from the oil and natural gas business. Plaintiff intended to purchase shares of defendant No.1 for an amount of Rs.7,00,000/- (Rupees Seven Lakhs only) and reap benefit from the business growth of defendant No.1. Defendant No.3 also told that Defendant No.2 manages crude oil business of defendant No.1 and defendant No. 1 & 2 are part of Darwin Platform of Companies. It was the tacit understanding between the plaintiff and defendant No.3 that plaintiff will be allotted shares in the defendant No.1 and therefore, plaintiff purchased shares worth Rs.7,00,000/- on 20.05.2022 from the defendant No.1 and receipt of the amount has been duly acknowledged and affirmed by the defendants by executing acknowledgment receipt.

2. That plaintiff initially received benefits out of the revenue generated by the defendants from the business but subsequently defendant No.1 stopped sharing the benefits with the plaintiff with effect from April-2024. Plaintiff met defendant No.3 on 10.05.2024

to know the reason for delay in sharing benefits generated out of the business on which defendant No.3 told plaintiff that it was allotted oil fields/ rigs by ONGC but due to red tapism in the Government organization allotment of oil fields/ rigs by ONGC to defendant No.1 has been cancelled which has resulted in huge financial loss to the defendant No.7 and 2.

3. The defendant No.3 assured and promised to return the amount to the plaintiff. That despite passage of considerable period of time when no response was received from the defendants w.r.t. return of money to the plaintiff, the plaintiff became jittery in respect of true intentions of the defendants. That defendants despite assurances and promises have miserably failed to return amount of Rs.7,00,000/- to the plaintiff and it appears to the plaintiff from the acts and conducts of the defendants that right from inception defendants had dishonest and malafide intentions and defendants never intended to either pay benefits as promised or return principal amount to the plaintiff.

4. It is further submitted that from the social media, Instagram, youtube channel/ posts and from local inquiry it came to the knowledge of the plaintiff that defendant No.3 has created shell company by the name of defendant No.1 and 2 to defraud innocent people with promise of high returns and incentives. Defendant No.3 under the shadow of his group of companies is defrauding public by collecting money with the promise of high returns and in order to give legitimacy to his modus-operandi defendant No.3 has devised the plan of carrying the business of drilling, extraction,

processing and refining of crude oil from the oil refineries allotted by (ONGC). As per the information of plaintiff till date no oil refinery or rig has been allotted by ONGC to the defendant No.1 either in India or abroad. It has also come to the knowledge of the plaintiff that defendants are into multi-level marketing business which in the market is known as Ponzi scheme and is banned under the law of the land. The defendants with a dishonest intention in order to cheat public at large collect money from the gullible public with a promise of high return with the intent to siphon off money and leave public high and dry. Further, the defendants have created web of companies in order to falsely misrepresent to the public that they are enjoying and having huge market cap both domestic/international so as to mislead corporate sector/ innocent people about the true business being carried out by defendants. The defendants are violating statutory rules, regulations including SEBI guidelines which prohibits collecting money from the public under the garb of multiplying the same in a short period of time or promising public with a high monthly return.

5. That plaintiff has also come to know that defendants No.4 to 41 are working as cartel with defendant No.3 and have been collecting money from the public under the garb of sharing profits with the investors. In fact defendants No.3 to 41 in pursuant to well-knit conspiracy are duping innocent investors including plaintiff herein and their hard earned money and are causing wrongful gain to themselves and wrongful loss to plaintiff. All the money which has been credited in the bank account of defendant No- 1 & 2 are

shared equally by defendant No.3 to 4l. It has also come to the knowledge of the plaintiff through reliable sources that defendant No.3 is in the process of winding up business from India and abscond/ leave country after selling all his assets and properties which are located in different parts of India. That after carrying the in-depth inquiry it has come to the knowledge of the plaintiff that defendant No.3 is the owner of below mentioned property situated in Thoothukudi, Tamil Nadu: (a) Property falling in survey No.389 to 445 of Village Timmarajapuram situated in Village Thoothukudi, Tamil Nadu admeasuring 200 acres. Therefore, the plaintiff has sought the relief of injunction thereby restraining the defendant from creating any third party interest or selling the said property.

6. Reply has been filed by defendant no.1, 2 and 3 and it is submitted that the present suit filed by the plaintiff is not only false, frivolous and baseless, but is also gross abuse of process of law, as such, suit of the plaintiff is liable to be dismissed with exemplary cost, plaintiff has not approached this Hon 'ble Court with clean hands and has concealed material facts from this Hon'ble Court. It was submitted that defendant No.3 is the Chairman of Darwin Platform Group of Companies which is conglomeration of 27 Companies engaged inter alia amongst other businesses in Aviation, Refinery, Infrastructure, Industries, Mining, Logistics, Pharmaceuticals, Hospitality etc. The defendant No. I is engaged in the business of drilling, extraction, processing and refining of crude oil. It is further submitted that defendant No.2 is managing affairs of defendant No. 1. It is further submitted that the

plaintiff was impressed by the growth and expansion of defendant No. I in the oil and natural gas sector and was interested in reaping benefit from the business growth of defendant No. I. Plaintiff manifested its intention to purchase shares of defendant No. I so as to make profit from the revenue generated by defendant No. I. The plaintiff also intended to purchase "Darwin high 4T SAE 20W40 4 stroke engine oil" for making extra benefit. It is further submitted that defendants agreed and accepted proposal of plaintiff to reap benefit from the business of defendant No. I with a rider that defendant No.3 is not making any commitment with respect to any profits/ benefits as business of oil/gas refinery is dependent upon allotment of oil/gas field by the government and further after the allotment extraction of oil/gas depends upon the availability of the quantity in the well and at times it so happens that quantity in the allotted well is found to be far below than the anticipated quantity and venture turns into loss. Defendant No. I was also allotted four oil fields by ONGC and details whereof are mentioned in the reply.

7. Further, it was submitted that unfortunately the allotment of the above oil fields were cancelled by ONGC on technical grounds. Plaintiff was well aware of the risk associated with the oil and natural gas business and taking into consideration the risk he took the conscious decision to become part of success story of defendant No. I. Further, defendant No.3 is enjoying immense goodwill and reputation globally and has also been bestowed with awards and laurels by the national and international Forums/bodies. That defendants are not engaged in any Ponzi scheme nor they have

promised to the plaintiff or to the public high monthly returns which is contrary to law and SEBI Act, guideline or circular. It is further submitted that defendant No.I is carrying out its oil and natural gas business strictly in accordance with law of the land and plaintiff and similarly situated persons after analyzing, verifying and scrutinizing company profile, business and growth voluntarily and willingly became part of the business of defendant No. I and reap benefit from the growth of defendant No. I in oil business. Moreover, the relationship between plaintiff and defendant No.I is not of a debtor or a creditor but principal to principal as plaintiff has never invested any amount with the defendant No. I but the relationship between plaintiff and answering defendants was to reap benefit from the revenue/ growth of defendant No.1 which under no circumstances can be termed as relationship falling under the realm of debtor-creditor. It is further submitted herein that it is a common practice in the business circle that company make profits and at the same time can also suffer loss especially when it is dealing with highly volatile product like crude oil, commodities etc. As the allotment of the oil fields was cancelled by ONGC as such business of the defendant No.1 crippled and it was unable to share the benefits/ incentives with the plaintiff and other similarly situated persons.

8. Heard. Record perused.

9. The plaintiff has not placed on record any material whether

in the form of any online content or document showing that the defendants are engaged in any ponzi scheme or they have promised the public any high term contrary to the law and SEBI Act, guideline or circular. Therefore, the contentions of the plaintiff regarding the same cannot be accepted. Further, such claims of defendant without any substance are in the nature of affecting the goodwill of the defendants adversely. Further, no record has been produced that the defendants are into any illegal business. Even if the defendants are doing any illegal business or gaining wrongfully, this Court is not having criminal jurisdiction to entertain such pleas. I agree with the submissions of Ld counsel for defendant that profit and loss are inevitable in any business especially in the business of crude oil (documents regarding the business attached with the reply).

10. However, innocent person should not suffer if the company has offered any lucrative scheme and the defendants in the reply and during the course of arguments without prejudice to their legal rights and contentions offered to return money to the plaintiff and similarly situated persons and it is further stated that there are certain unscrupulous persons who are creating pressure on defendants for return of alleged money when prima facie no shares were purchased by them in defendant no.1. Such scrupulous persons are threatening to implicate defendants in false and frivolous criminal cases by misusing judicial system, if company does not bow to their illegal and illegitimate demands.

11. In order to protect and preserve rights and interest of plaintiff

and similarly situated persons and as suggested by defendant, **Hon'ble Mr. Justice (Retd.) Rajneesh Bhatnagar** having mobile no. 9910384654 be appointed as receiver to settle the claims of plaintiff and other similarly situated persons, if found due after verifying the same from the records of the defendant no.1 and 2 including Darwin Platform Group of Companies expeditiously. The suggestion of appointment of receiver will save the precious judicial time as otherwise judicial forums/courts will be flooded with plethora of litigation clogging judicial dispensation system. The claims of the similarly situated persons can be entertained by the receiver and verify the same from the records of the defendant no.1 and 2 including Darwin Platform Group of Companies. If after verification of records receiver finds that amount is due and payable then the admitted amount as per the records of the defendant no.1 and 2 including Darwin Platform Group of Companies should be disbursed to such persons. The receiver is bestowed with the following powers:

- 1). Receiver will give advertisement in the leading newspaper both in English and local language so that persons who have purchased shares of defendant no.1 and 2 including Darwin Platform Group of Companies can lodge their claims with the Receiver.
- 2). To analyze records of the defendant no.1 and 2 including Darwin Platform Group of Companies and prepare the list of persons who may have subsisting claims against defendants with respect to the shares purchased from defendant no.1 and 2 including Darwin Platform Group of Companies.

- 3). Verify claims of the persons from the records of defendant no.1 and 2 including Darwin Platform Group of Companies which may include power to call upon such person to substantiate his/her claim from the documents and bank records.
- 4). Settle the claim of such persons from the records of the defendant no.1 and 2 including Darwin Platform Group of Companies which will ultimately avoid future litigation between the defendant no.1 and 2 including Darwin Platform Group of Companies and shareholders/ persons.
5. Defendant no.1 and 2 including Darwin Platform Group of Companies on instruction of receiver to release admitted amount after verification of claim in a time bound manner to the persons.
- 6). Facilitate defendants in identifying persons who have subsisting and valid claim against the defendants and settle the claims.
- 7). Defendant no.1 and 2 including Darwin Platform Group of Companies will provide the balance sheets/statement of accounts/ profit and loss accounts/bank statement and all other documents as required and desired by the receiver.
- 8). Defendants will provide office space with necessary staff and infrastructure to the receiver for discharging its duties as assigned to him by this Court. Receiver will be entitled for a fee of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) per month subject to deduction of TDS and other statutory levies. Receiver will also be entitled for reimbursement of incidental and actual expenses which will be borne and paid by the defendant no.1 and 2 against valid receipt.

9). Receiver is at liberty to fix one day every week as per his convenience for discharging the duties as assigned to him by this Court. Receiver will file progress report before this Court on or before 30th of every English Calender month.

10). Receiver can also exercise the powers not specifically enumerated hereinabove which are deemed to be necessary for discharging the functions as contained in the present order as per law including liquidation of funds.

12. Further, this Court feels that the relief sought i.e attachment and injunction for the property in survey no. 389 of 445 of Village Timmarajapuram situated in Village Thoothukudi, Tamilnadu admeasuring 200 sq yds is excessive and cannot be granted due to the amount involved in this case.

13. Keeping into view the totality of circumstances, the defendants are restrained from creating third party interest with regard to the 75 acres only of the property bearing survey no. 389 of 445 of Village Timmarajapuram situated in Village Thoothukudi, Tamilnadu. Further, the property is attached to that extent and lien is marked till the further order of this Court and the receiver to take

into consideration this aspect while deciding the claims.

Application is allowed and disposed off.

Dasti be given.

Put up on date fixed **28.03.2025**.

(Anil Kumar Paswan)
District Judge-04, East District,
Karkardooma Courts, Delhi
14.02.2025(Pr)