



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25-02-2026

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THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

**OA No. 171 of 2026
in C.S.(Comm.Div.) No.65 of 2026**

Durgaprasad Shanmugam

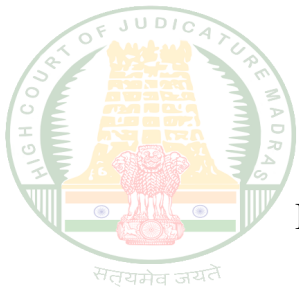
S o Shanmugam Navalpore Paramshivam aged
about 66 years residing at y 81 Old No Y 11 5th
Main Road Anna Nagar Chennai 600 040 Rep by
its POA Mr Padmanabhan Menon Nadiyedath S o
Balakrishna Menon Chittoor Pulangara residing at
Flat No FL5001 Sobha HRC

..Applicant(s)

Vs

1. Sheikha Hind Suhail Al Mukhaini Bahwan
House No.2878, Way No.2333,
Muscat, Sulatanate of Oman
Email.ID-hind@bahwancybertek.com
2. Gangadharan Venugopal,
Chief Financial Officer
BCT Group Having address at Old No 25/2
Guruvappa Chetty Street, Chintadripet, Anna
Salai Chennai Tamil Nadu India 600002
and Flat No 4B First Floor
199, Avvai Shanmugam Salai Opp to
Senghadhal Park, Near DAV Girls Hr Sec
School, Gopalapuram, Chennai-600086
Email-ganagadharan.v@bahwancybertek.com
3. Ranganathan Saravanan
Director of Finance and CPO
Having address at
Apartment No 911 Hatat Complex,
Way No 5134, Wadi Adai
Muscat Sultanate of Oman
Email ID r saravanan bahwancybertek com

..Respondent(s)



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For Applicant(s):

Mr.P.S.Raman, Senior Advocate
Mr.A.K.Sriram, Senior Advocate
for M/s.P.Giridharan Nitesh Jain

For Respondent(s):

Mr.Satish Parasaran, Senior Advocate
for Mr.Vinod Kumar for D1 / R1
Mr.Srinath Sridevan, Senior Advocate
for Mr.Vinod Kumar for D2, D3 / R2, R3

ORDER

The matter pertains to a conglomerate referred to as the BCT group. The group is said to comprise about 44 entities incorporated in multiple jurisdictions, including about 6 entities incorporated in Tamil Nadu. The action relates to a settlement agreement and release dated 19 December 2025 (the settlement agreement). The plaintiff seeks a declaration that such agreement is invalid, null and void on account of coercion and duress. Several interlocutory applications have been filed in the suit.

2. Mr.Vinod Kumar, learned counsel, accepts notice on behalf of defendants. Learned senior counsel for the plaintiff, Mr.P.S.Raman, referred to e-mail of 18.12.2025 from the plaintiff to an investment advisor relating to investments in 4 entities of the BCT group. He points out that the impugned settlement agreement was executed, albeit under coercion and duress, one day after the e-mail. Referring to the recital relating to the alleged losses and damages of approximately US Dollars 76 million, which is attributed to the

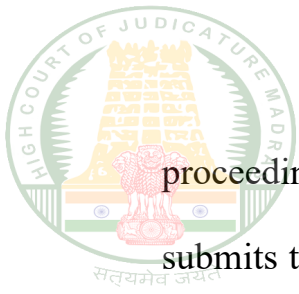


plaintiff, he points out that the only consideration specified in the agreement is the agreement by the first defendant not to initiate any future proceedings against the plaintiff and / or the releasing parties.

3. He submits that the plaintiff was a founder of the BCT group and that in the absence of coercion and undue influence, he would not part with his stakes merely on the basis of a recital that he caused losses of approximately of US Dollars 76 million.

4. Learned senior counsel, Mr.A.K.Sriram, supplemented these submissions by stating that the plaintiff's laptop, mobile phone and other devices are in the custody of the defendants and that they should be directed to maintain the same without destruction or mutilation. Mr.P.S.Raman added that the plaintiff is suffering from multiple myeloma and has been detained in Dubai although treatment is available only at a speciality hospital in California.

5. In response to these contentions, Mr.Satish Parasaran, learned senior counsel, opened his submissions by raising a preliminary objection with regard to the jurisdiction of this Court. He submits that an application to revoke leave would be filed soon. Without prejudice, he proceeded to point out that the plaintiff has indulged in forum shopping. By referring to the plaint, he points out that the plaintiff has initiated proceedings in the United States of America and has also lodged a complaint with the Dubai Police. Even with regard to

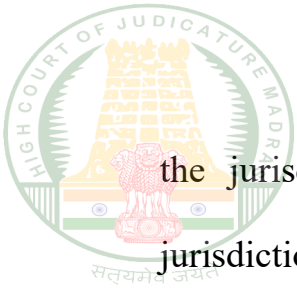


proceedings initiated by the first defendant before the Courts in Dubai, he submits that the plaintiff is in a position to seek redressal of grievances relating to the settlement agreement before such Court.

6. Mr.Srinath Sridevan, learned senior counsel, who appeared on behalf of the second and third defendants referred to whatsapp exchanges between the second defendant and the plaintiff as evidence that the plaintiff handed over his laptop and other devices with free consent by even taking time to carry out segregation before handing over the same. Learned senior counsel contends that this disproves the allegation of coercion or duress.

7. The settlement agreement records in the fourth recital that the plaintiff has caused the BCT companies and the first defendant loss of approximately USD 76 million. Apart from recording the above in the recital, the settlement agreement *prima facie* does not contain any particulars of such losses. Even from the appendices to the settlement agreement, it appears that the BCT group comprised multiple entities. The agreement does not *prima facie* indicate any basis for arriving at the consideration for the plaintiff to part with his stake in these entities.

8. I notice that six entities of the BCT group are incorporated within Tamil Nadu and the plaintiff refers to Bahwan Cyber Tek Private Limited as the flagship entity. This aspect would have to be verified later. I also notice that

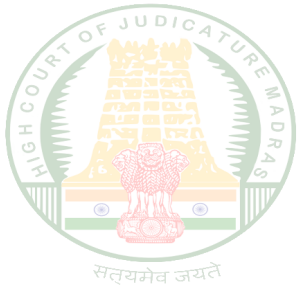


the jurisdiction clause in the settlement agreement confers non-exclusive jurisdiction on courts in the UAE. The settlement agreement provides for significant and difficult to reverse actions such as transfer of shares, termination of employment and waiver of post-employment benefits. Considering these aspects, I am satisfied that a *prima facie* case warranting interim relief is made out.

9. In view of the conclusion that a *prima facie* case is made out, an order of interim injunction restraining the respondents from further implementation of the settlement agreement, including by procuring such implementation, is issued until the next date of hearing. List the matter on 23.03.2026.

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SENTHILKUMAR RAMAMOORTHY, J.

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