

SANGHVI MOVERS LIMITED

Regd. Office : Survey No. 92, Tathawade,
Taluka - Mulshi, Pune, Maharashtra - 411033, INDIA
Tel. : 8669674701/2/3/4, 020-27400700
E-mail : sanghvi@sanghvicranes.com
Web. : www.sanghvicranes.com
CIN No. : L29150PN1989PLC054143



SML/Legal/IWGEL/14/2022

September 27, 2022

NOTICE OF INTIMATION (By Speed Post A D & Email)

To

Securities & Exchange Board of India
Plot No.C4-A, 'G' Block
Bandra-Kurla Complex, Bandra (East),
Mumbai - 400051, Maharashtra

Also at:

sebi@sebi.gov.in
igesl.ipo@edelweissfin.com
inoxgreen.ipo@damcapital.in
igesl.ipo@equirus.com
igesl.ipo@idbicapital.com
mb.ipo@systematixgroup.in
igesl.ipo@linkintime.co.in

Reference: Draft Red Hearing prospectus dated June 17, 2022 submitted by Inox Green Energy Services Limited to SEBI for raising sum of ₹ 3,700 Million by way of public offering and offer for sale and with total Issue size of ₹ 7400 million.

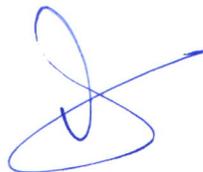
Subject: - To Highlight the misrepresentation and concealment of material obligations in the Draft Red Hearing Prospectus and

also concealment of fact about the restraining Orders passed by Bombay High Court against Inox Green Energy Services Limited.

Respected Sir,

We are writing this letter to highlight the misrepresentation and concealment of material fact regarding claim filed by Sanghvi Movers Limited against Inox Wind Limited and Inox Wind Infrastructure Service Limited now known as Inox Green Energy Services Limited before Commercial Court at Pune and the Hon'ble High Court of Mumbai. The facts of the case are as under;

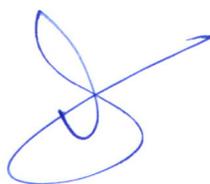
1. We state that, we are a Company incorporated under the Companies Act, 1956 and having our registered office at the address, as mentioned herein above. We are engaged in the business of providing distinct types and capacity cranes on hire basis.
2. We state that, Inox approached us with request for supply of crane services to Inox. It had further represented to us that it is the largest wind turbine Installation Company in India and for the purpose of ease of business they have divided their business operation in two companies namely, Inox Wind Limited, which is engaged in manufacturing of Wind Turbines and Inox Wind Infrastructure Services Private Limited (100% subsidiary of Inox Wind Limited) now known as Inox Green Energy Services Limited which carries on the installation of wind turbine generates (WTG) manufactured by its parent company Inox Wind Limited. They had requested us to provide distinct capacity cranes and trailers for their various wind farm sites across India. Based on their request we provided



them with our cranes and trailer services on agreed terms. In pursuance of agreed terms Inox Green Energy Services Limited issued various work orders for various sites across India. By virtue of the work order(s) issued from time to time and also below mentioned work orders, Inox has availed the services of the said cranes and trailers at their designated sites:

| Sr. No. | Date | Work Order Number | Site | Lock in Period |
|---------|------------|-------------------|---------------------|----------------|
| 1 | 21.05.2016 | 5300005736 | Continum, Jaora, MP | – |
| 2 | 21.05.2016 | 5300005735 | Rojmal, Gujarat | – |
| 3 | 04.05.2016 | 5300005616 | Rojmal, Gujarat | 6 Months |
| 4 | 04.05.2016 | 5300005612 | Nepania, MP | 4 Months |
| 5 | 02.05.2016 | 5300005605 | Rojmal, Gujarat | 6 Months |
| 6 | 02.05.2016 | 5300005602 | Rojmal, Gujarat | 6 Months |
| 7 | 02.05.2016 | 5300005600 | Rojmal, Gujarat | |
| 8 | 02.05.2016 | 5300005597 | Rojmal, Gujarat | |
| 9 | 02.05.2016 | 5300005594 | Lahori, MP | 6 Months |
| 10 | 02.05.2016 | 5300005586 | Lahori, MP | 6 Months |
| 11 | 02.05.2016 | 5300005583 | Rojmal, Gujarat | 6 Months |

3. This fact has been accepted and acknowledged by the Inox Green Energy Services Limited in its Draft Red Herring Prospectus dated June 17,



2022 at page No. 385. However, Inox Green Energy Services Limited has disclosed the facts selectively and suppressed the material facts including the restrictive orders passed by the Bombay High Court. Copy of the said order passed by Bombay High Court is attached hereto and marked as **Annexure-1 & 2.**

4. The true facts are as under;

- a. We further state that, at the time of issuing various work orders they had assured us that the cranes and trailers required by them shall be hired for minimum guaranteed period. Therefore, each of the work orders contains a specific clause to that effect. Accordingly a clause relating to lock in period was inserted in the respective work orders wherein Inox had specifically agreed to hire the cranes and trailers for minimum of period mentioned in respective work orders. Thereafter, Inox abruptly and before the expiry of contract period terminated the contract which amounted to breach of contract.
- b. Aggrieved by the said termination amounting to breach of contract SML filed suit for recovery of amounts mentioned herein under before the Commercial Court at Pune and same was being numbered as Commercial Suit No. 1 of 2017;

| Sr. No. | Amount (in Rupees) | Particulars |
|---------|--------------------|--|
| 1. | Rs. 9,99,21,018/- | The amount of unpaid dues. |
| 2. | Rs. 1,32,15,601/- | Interest @24% P.A. on the unpaid dues till the date of filing of suit. |



| | | |
|----|---------------------------|---|
| 3. | Rs.21,01,21,947/ | The amount of damages. |
| 4. | Rs. 2,12,77,006/- | Interest @24% P.A. on the amount of damages till the date of filing of suit. |
| 5. | Rs. 34,45,35,572/- | Total (Rupees Thirty Four Crore Forty Five Lakhs Thrity Five Thousand Five Hundred Seventy Two Only) |

Copy of the plaint is attached herewith for your ready reference and record and marked as **Annexure-3**.

- c. In the said suit SML has filed certain interim applications for attachment of properties of Inox and in the said application the Hon'ble High Court of Bombay vide its orders dated 10.08.2018 and 11.09.2018 passed in Writ Petition No. 8978 of 2018 has directed Inox Wind Limited and Inox Green Energy Services Limited (previously known as Inox Wind Infrastructure Services Limited) to maintain the **status quo** as on the said date of the order dated 10.08.2018.
- d. We have gone through the Draft Red Hearing Prospectus filed by Inox Green Energy Services Limited with SEBI and more particularly page No. 385 of DRHP and it has come to our knowledge that, Inox has intentionally suppressed the material information and legal status of the suit filed by SML against it as it was detrimental to their public offering and offer for sale. In view of the facts stated herein we state that the draft red hearing prospectus is misleading and doesn't fully disclose the liabilities of Inox Green Energy Services Limited to its proposed investors. Moreover, the Hon'ble High Court has directed Inox Green Energy Services Limited from altering the





status quo as was existing on 10.08.2018. The present public offering and offer for sale by Inox is in violation of the said order of the Hon'ble Bombay High Court as it disturbs the status quo of the said company.

We hereby call upon you to take the note of above facts and proceedings before approving the draft red hearing Prospectus for raising funds from general public as the outcome of the said suit will have great impact on general public or proposed investor.

For Sanghvi Movers Limited

Vinayak Shirgaonkar

GM-Legal

Vidya Amin

FARAD CONTINUATION SHEET

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 8978 OF 2018

Office Notes, Office Memoranda of Coram, appearances, Court's orders or directions and Registrar's orders

Court's or Judge's orders

Mr. Prasad Dani, Senior Advocate a/w. D. Jumani & Suraj Iyer i/b. Ganesh & Co., Advocate for the petitioner.
Mr. P. Ranjan i/b. India International Jurists LLP, Advocate for the respondents.

CORAM: MRS.MRIDULA BHATKAR, J.

DATED: 10th August, 2018.

P.C.:

Upon mentioning, taken on production board.

2. The Petition is fixed for admission on 11th September, 2018. Till then, the parties to maintain status.

3. The learned counsel for the respondents may file reply and copy of the same be given to the learned counsel for the petitioner well in advance.

(MRS.MRIDULA BHATKAR, J.)



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE CIVIL JURISDICTION**

WRIT PETITION NO. 8978 OF 2018

Sanghvi Movers Ltd.Petitioner

V/S

Inox Wind Infrastructure Services Ltd. And Anr.Respondent

CORAM : R.D. DHANUKA, J

DATE : 11th September, 2018

P.C. :

Due to paucity of time Stand Over to 16/10/2018. Ad-interim relief if any to continue till then.

(FOR REGISTRAR JUDICIAL - I)

BEFORE THE HON'BLE COMMERCIAL COURT, PUNE

AT PUNE

Special Civil Suit No. 1/2017

Sanghvi Movers Ltd.

A Company incorporated & registered

under the provisions of

the Companies Act, 1956

having it's registered office at:

Survey No. 92, Tathawade,

Taluka Mulshi, Pune- 411033.

Through it's authorised signatory

Mr.Vinayak Shirgaonkar

Plaintiff

Vs.

1. Inox Wind Infrastructure Services Ltd.

(A wholly owned subsidiary of Inox Wind Ltd.)

A Company incorporated & registered under

the provisions of the

Companies Act, 1956,

having it's registered office at:

Survey no. 1837 & 1834 at Moje Jetalpur,

ABS Towers, Second Floor,

Old Padra Road,

Vadodara, Gujarat 390007

Through its Whole Time Director

Mr.Vineet Valentine Davis

2. Inox Wind Ltd.

A Company incorporated & registered under

the provisions of the

Companies Act, 1956,

having it's registered office at:

Plot no 1, Khasra No 264 to 267,

Industrial Area Village Basal

Basal HP 174103

Through its Whole Time Director

Mr. Devansh Jain

Defendants

**Suit for recovery of amount of Rs. 34,45,35,572/-
along with other reliefs.**

Suit Valued at Rs. 34,45,36,572/-

The Plaintiff most respectfully submits as under:

1. The Plaintiff is a Company incorporated & registered under the provisions of the Companies Act, 1956 having its registered office mentioned in the title of the suit. The Plaintiff has filed the present suit through Mr. Vinayak Shirgaonkar who is Asst. General Manager and has been duly authorised by the Plaintiff vide Board Resolution dated 25th May 2016 to file and conduct the suit for and on behalf of the Plaintiff.
2. The Plaintiff, inter alia, is engaged in the business of providing heavy cranes and other incidental trailers and machinery for erection/De-erection and installation of Wind Turbine Generators (**WTG**). The cranes of Plaintiff are also used for installation of high capacity boilers, in refineries and also for various shutdown work at heavy Industries. Plaintiff is Sixth Largest Crane Hire Company in the world and the Largest Crane Hire Company in India. The Plaintiff is in crane hire business since 1989 and executing projects since then. In this journey of 26 years Plaintiff has earned great reputation in execution of projects. For this reason the clients of Plaintiff prefer it over and above the competitors of Plaintiff. The Defendant no. 2 is a Company incorporated and registered under the provisions of the Companies Act, 1956 having its registered office as mentioned in the title of the suit. The Defendant no. 2 is, inter alia, engaged in the business of Manufacturing of Wind Turbine Generators. The Defendant no. 2 is a parent Company of the Defendant no. 1.

3. The Defendant no. 1 is a Company incorporated and registered under the provisions of the Companies Act, 1956 having its registered office as mentioned in the title of the suit. The Defendant no. 1 is a wholly owned subsidiary of the Defendant no. 2. The Defendant no. 1 claims to engage, inter alia, in the business of setting of Wind Farms, installation of Wind Turbine Generators (**WTG**) and to provide turnkey solutions by supplying infrastructure services required for installation of WTGs and to offer services including wind resource assessment, site acquisition, infrastructure development, erection and commissioning.
4. Knowing the reputation of the Plaintiff as a reliable provider of the cranes and other trailers, the Defendants approached the Plaintiff in 2013. After verifying the credentials of the Plaintiff, the Defendants requested the Plaintiff to provide various specified capacity cranes and trailers at their specified locations. Upon the request from the Defendants, the Plaintiff provided the Defendants with quotations along with the terms and conditions for providing crane services. After detailed negotiations, the parties agreed upon the terms and conditions for providing cranes and trailers to the Defendants. The Defendant no. 2 started availing the cranes and trailers provided by the Plaintiff from January 2014. However, later on, for convenience of Defendant no. 2, the Defendant no. 2 requested the Plaintiff to deal with it through Defendant no. 1.
5. Accordingly, the parties entered into an agreement named as Service Agreement dated 30/04/2014. Even though the Service Agreement mentioned the name of the Plaintiff and Defendant no. 1, the actual contract was between the Plaintiff and both the Defendants. For the sake of commercial convenience such arrangement has been done by the Defendant no. 1 which is generally a business practice with other WTG installations firms in India (for example : Suzlon and ReGen power tech). For all practical

purpose Defendant No. 1 is acting as a sole erecting agent for Defendant No. 2. In reality there is further contract between Defendant No. 1 and Defendant No. 2 for erection and commissioning of WTG manufactured by Defendant No. 2. In short, Defendant No. 2 get the client for sale of its WTGs, it sources the land for setting up the wind farms, it set up the infrastructure for setting up the wind farms etc., and award the contract for erection and commissioning of WTGs through its associate / sister / subsidiary firm. This fact can be gathered from the subsequent conduct and communication between the parties. Defendant No. 1 exclusively do the work of erection and commissioning of WTGs manufactured by defendant No. 2 and does not take any outside parties' job / work for erection/de-erection of WTGs of the other companies in India. Hence in any case for all practical purpose, Defendant No. 2 is the Principal Employer for the said erection and commissioning contract of WTGs.

6. As per the aforesaid contract entered into between the Plaintiff and the Defendants, the Defendant no. 1 issued various Work Orders upon the Plaintiff from time to time. The Work Orders issued by Defendant no. 1 were intended for the work of erection/ de-erection and installation of WTGs manufactured by Defendant No. 2 at it's various sites as per it's requirements, for the period specified in each Work Order. In addition to the Terms and Conditions mentioned in the Service Agreement dated 30/04/2014, each Work Order contained some customised Terms and Conditions which were mentioned in the respective Work Orders.
7. The Plaintiff submits that the Plaintiff performed as per the terms of each work order raised by the Defendants. The Defendants accepted the performance by the Plaintiff. The Defendants, from time to time have made payments on account of the Work Orders issued by the Defendants in the

accounts held by the Plaintiff with Dena Bank, Pimpri & Deccan Gymkhana Branches, Pune, the State of India, Industrial Finance Branch, Pune and Axis Bank, Deccan Gymkhana Branch, Pune. The defendants have never made a single complaint about the quality of service provided by the Plaintiff during its working relationships for more than years or so.

8. As per the Defendants' requirements the Defendants issued fresh Work Orders for the period 2015 and 2016. The relevant Work Orders are listed below:

| Sr. No. | Date | Work Order Number | Site |
|---------|------------|-------------------|---------------------|
| 1 | 21.05.2016 | 5300005736 | Continum, Jaora, MP |
| 2 | 21.05.2016 | 5300005735 | Rojmal, Gujarat |
| 3 | 04.05.2016 | 5300005616 | Rojmal, Gujarat |
| 4 | 04.05.2016 | 5300005612 | Nepania, MP |
| 5 | 02.05.2016 | 5300005605 | Rojmal, Gujarat |
| 6 | 02.05.2016 | 5300005602 | Rojmal, Gujarat |
| 7 | 02.05.2016 | 5300005600 | Rojmal, Gujarat |
| 8 | 02.05.2016 | 5300005597 | Rojmal, Gujarat |
| 9 | 02.05.2016 | 5300005594 | Lahori, MP |
| 10 | 02.05.2016 | 5300005586 | Lahori, MP |
| 11 | 02.05.2016 | 5300005583 | Rojmal, Gujarat |
| 12 | 25.02.2016 | 5300005165 | Lahori, MP |
| 13 | 25.02.2016 | 5300005161 | Nepania, MP |
| 14. | 16.02.2016 | 5300005085 | Kurnool, AP |
| 15. | 17.04.2015 | 5300003717 | Nepania, MP |
| 16. | 03.04.2015 | 5300003634 | Continuum, MP |

aforesaid Work Orders are issued in the name of Defendant no. 1 and are signed on it's behalf by Mr. Rajiv Gupta and

Mr. Kailash Tarachandani. It is pertinent to note that Mr. Rajiv Gupta is not a director of Defendant no. 1. On the other hand, the said Mr. Rajiv Gupta is a whole time director of Defendant no. 2 which is parent company of defendant No. 1. Mr. Kailash Tarachandani is a Chief Executive Officer (CEO) of the Defendant no. 2. The aforesaid Work Orders are issued on the Plaintiff at the address of the Plaintiff at Survey No. 92, Tathawade, Tal. Mulshi, District Pune.

9. Though the aforesaid Work Orders were issued on 03/04/2015, 17/04/2015, 16/02/2016, 25/02/2016, 02/05/2016, 04/05/2016 and 21/05/2016, they were issued on the backdrop of the Service Agreement dated 30/04/2014 executed by the Defendants with the Plaintiff and these fresh Work Orders were made effective from 01/04/2016 except Work Orders dated 03/04/2015, 17/04/2015, 16/02/2016 and 25/02/2016.
10. As per the Work Orders issued by the Defendants and as per the requests of the Defendants, the Plaintiff deployed cranes at various sites and executed the assigned work to the complete satisfaction of the Defendants, till 03/06/2016. The Defendants appreciated performance of the Plaintiff and sent several e-mails recognizing the work of the Plaintiff and praising the dedication of the Plaintiff's team in meeting the Defendants' deadlines. It is pertinent to note that the Plaintiff's obligation was limited to providing the crane services to the Defendants and it was the duty of the Defendants to ensure the availability of material at site for timely execution of the work. The Plaintiff's cranes were always made available at the sites as and when required by the Defendants. Accordingly, the Defendant no. 1's respective site incharge and the representative of Plaintiff have filled and signed the log sheets maintained at the site as per the agreed terms and conditions. The Plaintiff raised appropriate invoices from time to time. The Defendants, however, with mala-fide intentions to avoid making payment

to the Plaintiff, avoided receiving the invoices raised from time to time since April 2016. Upon Defendants' avoidance to receive the invoices in due course, the Plaintiff has sent the said invoices to the Defendants by Speed Post. It is submitted that the invoices are in accordance with the agreed terms and conditions and the same are never disputed by the Defendants. Therefore, the Defendants were and are liable to make payment against the same as per the agreed terms and conditions.

11. The Defendant no. 1, however, could not manage and execute its project at certain sites due to lack of proper planning and execution at the Defendants' end.
12. The Plaintiff was required by the Defendants to shift the crane packages from its original sites mentioned in the Work Order to another sites. The Plaintiff obliged by shifting the crane packages against the mobilization charges agreed for such shifting and raised invoice No. 32315 dated 30th April 2016 for the same. The Defendants were and are liable to make payment against such invoices.
13. The Defendants, however, did not discharge their contractual obligations. Despite providing crane packages to the satisfaction of the Defendants, the Defendants did not make punctual payments as per the agreed terms. After every invoicing period, the Plaintiff had to make rigorous follow up with the Defendants in order to obtain payments towards the invoices. Despite regular follow ups, the Defendants used to make ad-hoc payments and never made full payments against any particular invoices raised by the Plaintiff from time to time.
14. In May 2016 the Defendants started informing the Plaintiff about the alleged financial crisis faced by the Defendant no. 1 and started requesting the Plaintiff to re-arrange the payment schedule. The Defendants requested for a leave to

make payment in instalment and assured that the entire dues towards the Plaintiff will be paid by 31/07/2016. According to the Defendant's request, the Plaintiff did not press for the immediate payment. However, the Defendants failed to make payment as assured and forgo the concession given by the Plaintiff. The Defendants are liable to make payment as per the terms and conditions agreed in the respective Work Orders.

- 15.** On 03/06/2016, Mr. Vineet Davis of the Defendants sent an e-mail to Mr. Prajwal Kumar of the Plaintiff requesting again for a leave to make deferred payment. By that time, however, huge amounts more than Rs. 7,28,92,255/- (Rupees Seven Crore Twenty Eight Lakhs Ninety Two Thousand Two Hundred Fifty Five only) were already due from the Defendants to Plaintiff. As such, Mr. Prajwal Kumar of the Plaintiff sent an e-mail dated 04/06/2016 to Mr. Vineet Davis of the Defendants. By the said e-mail, Mr. Prajwal Kumar conveyed it to the Defendants that such a proposal for deferred payment was not acceptable to the Plaintiff and further requested the Defendants to make entire payment immediately.
- 16.** It is submitted that thereafter, the Defendants unilaterally started demanding revision of agreed terms and conditions on all the packages. On 04/06/2016, Mr. Santosh Kumar of the Defendants wrote an e-mail to Mr. Prajwal Kumar. By the said e-mail, Mr. Santosh Kumar of the Defendants tried to unilaterally terminate/ revoke the Works orders bearing no. 5300005586 and 5300005594 allegedly effective from 16/04/2016. Such alleged unilateral termination/ revocation was not as per the agreed terms and conditions and the same was never accepted by the Plaintiff.
- 17.** On the same day Mr. Vineet Davis sent an e-mail to Mr. Prajwal Kumar, demanding revision of terms and conditions agreed between the parties. By the said e-mail, Mr. Vineet

Davis of the Defendants started raising false and illegal excuses to avoid making payment of lawful dues to the Plaintiff. The Plaintiff replied the said e-mail and reminded the Defendants of the agreed terms and conditions. The Plaintiff again refused the demands for unilateral modifications of agreed terms and conditions sought by the Defendants.

- 18.** On the same day, Mr. Vineet Davis sent yet another e-mail to Mr. Prajwal Kumar of the Plaintiff. In the said e-mail he tried to force the Plaintiff into re-negotiating the terms and conditions already agreed between the parties. By the same e-mail, the Defendants tried to withdraw all the Work Orders unilaterally and further threatened the Plaintiff that the Defendants will not make payment of dues till the Plaintiff comes for re-negotiation. By the same e-mail, Mr. Vineet Davis also instructed Mr. Santosh Kumar of the Defendants to inform Defendant's sites that no log sheet should be filled at the sites even though all the crane and trailers provided by the Plaintiff under the Work Orders were still stationed at Defendant's sites.
- 19.** On 09/06/2016, Mr. Santosh Kumar of the Defendants sent an e-mail Mr. Prajwal Kumar, of the Plaintiff and tried to unilaterally withdraw all the Work Orders issued by the Defendant. As per the agreed terms and conditions, the security of the Plaintiff's cranes and trailers was the responsibility of the Defendant no. 1. By e-mail dated 09/06/2016, however, Mr. Santosh Kumar of the Defendants, refused to provide security to the Plaintiff's cranes and trailers. The Plaintiff conveyed to Defendants that such unilateral release of cranes was not acceptable. However, due to refusal on the part of Defendants to provide security to the Plaintiff's cranes, the Plaintiff was forced to demobilize/move it's cranes and trailers from the Defendant's sites. Accordingly, the Plaintiff had to demobilize it's cranes and trailers respectively from each site on various

dates by 20/06/2016 after the Right of Way (ROW) issues were sorted out by the Defendants. The demobilization was complete on 01/08/2016 when the Defendants resolved last issue regarding Right of Way (ROW). The Plaintiff intends to rely on the relevant email correspondence which has ensued between the parties.

20. It is pertinent to note that, out of the total payment due to the Plaintiff from the Defendants, the Defendants have clearly admitted their liability to pay the amount to the tune of Rs. 7,28,00,000/- (Rupees Seven Crore Twenty Eight Lakhs only) and promised, in writing, to pay the same.

21. As per the various invoices raised in accordance with the aforesaid Work Orders, the Defendants were and are liable to pay the amount of Rs. 9,99,21,018/- (Rupees Nine Crore Ninety Nine Lakh Twenty One Thousand Eighteen Only) to the Plaintiff towards invoices generated for the months of April, May and June 2016. As the Defendants have issued the Work Orders for specified period mentioned in each Work Order, the Plaintiff suffered heavy losses due to early and sudden illegal termination and forcible removal of Plaintiff's cranes and other trailers by the Defendants. Therefore, the Defendants are further liable to pay Rs. 21,01,21,947/- (Rupees Twenty One Crore One Lakh Twenty One Thousand Nine Hundred Forty Seven Only) as detailed out in para no. 23 to the Plaintiff towards the damages for pre-releasing the cranes before expiry of each of the Work Orders. As the contract between the Plaintiff and Defendant was a commercial contract, the Plaintiff is also entitled to get an interest at the rate of 24% from the Defendants till the actual recovery of the entire amount. The interest amount for the period ending on 02/01/2017 is calculated to the tune of Rs. 3,44,92,607/- (Rupees Three Crore Forty Four Lakh Ninety Two Thousand Six Hundred Seven Only). As such the Plaintiff is entitled to recover interest amount of Rs. 3,44,92,607/- (Rupees Three Crore Forty Four Lakh Ninety

Two Thousand Six Hundred Seven Only) from the Defendants till the date of filing of present suit. The details of the invoices and payments due to the Plaintiff from the Defendants till June 2016 are as follows:

| Month | Bill No. | Outstanding Bill Amt. |
|--------------|----------------------|------------------------------|
| Apr-16 | Bill No. 32311-62234 | 58,73,920 |
| Apr-16 | Bill No. 32307-62366 | 73,28,000 |
| Apr-16 | Bill No. 32309-74316 | 54,96,000 |
| Apr-16 | Bill NO. 32306-74296 | 43,96,800 |
| Apr-16 | Bill NO. 32303-74319 | 43,96,800 |
| Apr-16 | Bill NO. 32164-74383 | 43,96,800 |
| Apr-16 | Bill No. 32315-62366 | 48,09,000 |
| Apr-16 | Bill No. 32411-40573 | 28,625 |
| Apr-16 | Bill No. 32410-74296 | 4,00,750 |
| Apr-16 | Bill No. 32397-5119 | 15,25,856 |
| Apr-16 | Bill No.32302-74328 | 54,96,000 |
| Apr-16 | Bill NO. 32396-43071 | 43,96,800 |
| Apr-16 | SML/16-17/00026 | 9,400 |
| Apr-16 | SML/16-17/00025 | 7,530 |
| Apr-16 | SML/16-17/00023 | 6,810 |
| Apr-16 | SML/16-17/00022 | 9,460 |
| Apr-16 | SML/16-17/00021 | 8,740 |
| Apr-16 | SML/16-17/00020 | 17,600 |
| Apr-16 | SML/16-17/00019 | 8,170 |
| Apr-16 | SML/16-17/00018 | 4,100 |
| Apr-16 | SML/16-17/00017 | 4,100 |
| Apr-16 | SML/16-17/00016 | 12,290 |
| Apr-16 | SML/16-17/00015 | 10,700 |
| Apr-16 | SML/16-17/00014 | 4,100 |
| Apr-16 | SML/16-17/00012 | 27,720 |
| Apr-16 | SML/16-17/00011 | 15,841 |
| Apr-16 | SML/16-17/00010 | 15,841 |
| Apr-16 | SML/16-17/00009 | 18,720 |
| Apr-16 | SML/16-17/00024 | 6,460 |
| Apr-16 | SML/16-17/00013 | 3,100 |
| Apr-16 | SML/16-17/00050 | 13,050 |
| May-16 | SML/16-17/00040 | 7,530 |
| Apr-16 | SML/16-17/00041 | 4,100 |
| May-16 | SML/16-17/00046 | 6,810 |
| May-16 | SML/16-17/00045 | 9,230 |
| May-16 | SML/16-17/00044 | 6,460 |
| May-16 | SML/16-17/00043 | 4,100 |
| May-16 | SML/16-17/00042 | 8,740 |
| May-16 | SML/16-17/00039 | 10,700 |
| May-16 | SML/16-17/00037 | 4,100 |
| May-16 | SML/16-17/00038 | 3,100 |

| | | |
|--------|-----------------------|--------------------|
| May-16 | SML/16-17/00057 | 30,920 |
| May-16 | SML/16-17/00048 | 17,600 |
| May-16 | SML/16-17/00058 | 30,920 |
| May-16 | SML/16-17/00056 | 63,600 |
| May-16 | SML/16-17/00055 | 39,720 |
| May-16 | SML/16-17/00054 | 49,597 |
| May-16 | SML/16-17/00053 | 49,597 |
| May-16 | SML/16-17/00051 | 13,050 |
| May-16 | SML/16-17/00049 | 29,580 |
| May-16 | SML/16-17/00047 | 12,290 |
| May-16 | SML/16-17/00059 | 38,840 |
| May-16 | Bill No. 32775-541 | 9,90,866 |
| May-16 | Bill No. 32774-43-225 | 10,30,500 |
| May-16 | Bill NO. 32754-74383 | 43,96,800 |
| May-16 | Bill No. 32753-62313 | 73,28,000 |
| May-16 | Bill No. 32752-62234 | 73,28,000 |
| May-16 | Bill No. 32750-40573 | 10,30,500 |
| May-16 | Bill No. 32602-74316 | 22,90,000 |
| May-16 | Bill No.32453-43071 | 14,65,600 |
| May-16 | Bill No. 32603-74328 | 40,07,500 |
| May-16 | Bill NO. 32599-74296 | 43,96,800 |
| May-16 | Bill No. 32600-62366 | 73,28,000 |
| May-16 | Bill No. 32412-62366 | 21,75,500 |
| May-16 | Bill No. 32751-74319 | 43,96,800 |
| May-16 | Bill No. 32452-74328 | 18,32,000 |
| May-16 | Bill No. 32685-43-76 | 6,49,565 |
| Jun-16 | SML/16-17/00090 | 61,600 |
| Jun-16 | SML/16-17/00089 | 23,320 |
| | Total | 9,99,21,018 |

22. In view of non-payment of the dues by the Defendants, the Plaintiff issued a notice dated 29/06/2016 demanding the payment of dues. Instead of making the payment of lawful dues, however, the Defendant no. 1 issued an alleged notice dated 02/07/2016 making false allegations and baseless demands against the Plaintiff. The contents of the alleged notice reply dated 02/07/2016 are not admitted by the Plaintiff. The Plaintiff issued a suitable reply to the said alleged notice on 13/08/2016. Despite the said notices, the Defendant avoided to make payment of the amounts due to the Plaintiff.
23. The Plaintiff further submits that the Defendants had assured the Plaintiff that each of the cranes will be hired for minimum period as mentioned in following table for all the

crane packages provided by the Plaintiff and to be effective from dates more specifically mentioned in respective Work Orders. Moreover, as per the agreed terms and conditions, the Plaintiff had sole option to accept or regret any release of the crane packages. Due to the forced and un-anticipated movement of cranes and trailers, the Plaintiff has incurred huge losses and have also lost huge amount of revenue since these cranes were idle. It is pertinent to note that, the plaintiff has mobilised / moved around 30 cranes and trailers from the Defendant's location at a very short notice which itself is a horrendous task by itself. Moreover, due to sudden and forced demobilization of the cranes and trailers, it was impossible for the Plaintiff to seek for other customers at such a short notice and to provide the aforesaid cranes to other customers. Due to alleged unilateral termination/ revocation of the Work Orders, as well as due to forced demobilization of the cranes because of the security threats issued by the Defendants, the Plaintiff has suffered damages as detailed below:

| Sr. No | Date | Work Order No. | Lock in Period | Contract Value | Actual Billing Done | Total Damages for loss of Revenue |
|--------|------------|----------------|----------------|---------------------|---------------------|-----------------------------------|
| 1 | 21.05.2016 | 5300005736 | - | 21,75,500 | 21,75,500 | - |
| 2 | 21.05.2016 | 5300005735 | - | 4,29,375 | 4,29,375 | - |
| 3 | 04.05.2016 | 5300005616 | 6 Months | 66,41,000 | 26,33,962 | 40,07,038 |
| 4 | 04.05.2016 | 5300005612 | 4 Months | 41,22,000 | 25,64,426 | 15,57,574 |
| 5 | 02.05.2016 | 5300005605 | 6 Months | 34,35,000 | 12,22,065 | 22,12,935 |
| 6 | 02.05.2016 | 5300005602 | 6 Months | 61,83,000 | 20,61,000 | 41,22,000 |
| 7 | 02.05.2016 | 5300005600 | - | 3,18,76,800 | 87,93,600 | 2,30,83,200 |
| 8 | 02.05.2016 | 5300005597 | - | 3,57,69,800 | 1,26,86,600 | 2,30,83,200 |
| 9 | 02.05.2016 | 5300005594 | 6 Months | 4,80,90,000 | 1,46,56,000 | 3,34,34,000 |
| 10 | 02.05.2016 | 5300005586 | 6 Months | 4,80,90,000 | 1,46,56,000 | 3,34,34,000 |
| 11 | 02.05.2016 | 5300005583 | 6 Months | 5,28,99,000 | 1,94,65,000 | 3,34,34,000 |
| 12 | 25.02.2016 | 5300005165 | 6 Months | 4,71,74,000 | 2,19,84,000 | 2,51,90,000 |
| 13 | 25.02.2016 | 5300005161 | 6 Months | 4,36,24,500 | 1,70,60,500 | 2,65,64,000 |
| | | | Total | 33,05,09,975 | 12,03,88,028 | 21,01,21,947 |

The Plaintiff is entitled to recover the aforesaid damages from the Defendants.

24. The Particulars of the Plaintiff's claim are as follows:

| Sr. No. | Amount (in Rupees) | Particulars |
|---------|---------------------------|---|
| 1. | Rs. 9,99,21,018/- | The amount of unpaid dues. |
| 2. | Rs. 1,32,15,601/- | Interest @24% P.A. on the unpaid dues till the date of filing of suit. |
| 3. | Rs.21,01,21,947/- | The amount of damages. |
| 4. | Rs. 2,12,77,006/- | Interest @24% P.A. on the amount of damages till the date of filing of suit. |
| 5. | Rs. 34,45,35,572/- | Total (Rupees Thirty Four Crore Forty Five Lakhs Thrity Five Thousand Five Hundred Seventy Two Only) |

25. The Plaintiff submits that the Work Orders contain a clause regarding settlement of disputes regarding the said Agreement or any terms there under by mutually discussing the same. However, despite the Plaintiff having brought their grievance to the notice of the management of the Defendants and despite repeated follow up from the Plaintiff, the Defendants have not taken any steps whatsoever in order to settle the dispute amicably. Instead, the Defendant no. 1 has raised false and frivolous claims against the Plaintiff. As such, the Plaintiff is constrained to file the present suit.

26. The Plaintiff submits that the Defendant no. 1 is admittedly in a financial crisis. Moreover, the Defendant no. 1 is a wholly owned subsidiary of the Defendant no. 2 and is completely controlled by the Defendant no. 2. The financial statements submitted by the Defendant no. 1 to the relevant authorities depict that the Defendant no. 2 has been

continuously running the Defendant no. 1 in losses. The Plaintiff submits that all the Work Orders are issued and admitted by the Defendants. The Defendants have not disputed the deployment and quality of crane services provided by the Plaintiff. The Defendants have illegally forced the Plaintiff to de-mobilize its cranes from the relevant locations. However, considering the financial position of the Defendant no. 1 as well as considering its handling by the Defendant no. 2, it is evident that the Defendants will create obstructions in execution of the decree passed by this Hon'ble Court. The information submitted by the Defendant no. 2 to the relevant authorities show that they have earmarked the amount of Rs. 210,00,00,000/- (Rupees Two Hundred Ten Crores only) as a loan to the Defendant no. 1.

- 27.** The defendant No. 2 vide its letter dated 28.10.2016 has intimated to the Bombay Stock Exchange that, *"The Company had made an Initial Public Offer (IPO) during the year ended 31.03.2015, for 3,19,18,226 equity shares of Rs. 10 each, comprising of 2,19,18,226 fresh issue of equity shares by the Company and 1,00,00,000 equity shares offered for sale by Gujarat Fluorochemicals Limited(GFL), the Company's holding company. The equity shares were issued at the price of Rs. 325 per share (including premium of Rs. 315 per share), subject to a discount of Rs. 15 per share for eligible employees of the Company and retail investors. Out of the total proceeds from the IPO of Rs. 102,053 Lakh, the Company's share was Rs. 70,000 Lakh from the fresh issue of 2,19,18,226 equity shares. Fresh equity shares were allotted by the Company on 30th March 2015 and shares of the Company were listed on stock exchanges on 9th April 2015.*

Details of utilization of IPO Proceeds are as follows:-

(Rs. in Lakh)

| <i>Sr. No.</i> | <i>Objects of the issue as per the Prospectus</i> | <i>Total Amount to be</i> | <i>Total spent/utilization Upto Sep 30</i> | <i>Amount Pending Utilization</i> |
|----------------|---|---------------------------|--|-----------------------------------|
| | | | | |

| | | <i>spent</i> | <i>2016</i> | |
|---|--|--------------|-------------|--------|
| 1 | <i>Expansion and up-gradation of existing manufacturing facilities</i> | 14,748 | 3,850 | 10,898 |
| 2 | <i>Long term working capital requirements</i> | 29,000 | 29,000 | - |
| 3 | <i>Investment in subsidiary, IWISL for the purpose development of Power evacuation infrastructure and other infrastructure development</i> | 13,154 | 4,219 | 8,935 |
| 4 | <i>Issue related expenses</i> | 3,733 | 3,223, | 510 |
| 5 | <i>General Corporate Purpose</i> | 9,365 | 9,365 | - |
| | <i>Total</i> | 70,000 | 49,657 | 20,343 |

Unspent amount is kept in fixed deposits with banks as under;-

| <i>Particulars</i> | <i>Amount</i> |
|----------------------------------|---------------|
| <i>Fixed deposits with banks</i> | 20,513 |
| <i>Total</i> | 20,513 |

- 28.** The Plaintiff submits that after filing of the present suit the Defendants are likely to divert the aforesaid amounts or squander the same in order to make the execution of a decree impossible. As such, it is necessary in the interest of

justice to direct the Defendants to furnish a valid security for an amount of Rs. 34,45,35,572/- (Rupees Thirty Four Crore Forty Five Lakh Thirty Five Thousand Five Hundred Seventy Two Only) till the final decision of the present suit and till the execution of the decree of this Hon'ble Court. The Plaintiff submits that in case the Hon'ble Court directs the Defendants to furnish a valid security as stated above, till the final decision of the present suit and till the execution of the decree of this Hon'ble Court and the Defendants fail to furnish the same, it is necessary to attach the aforesaid properties before judgment. The Plaintiff has given description of the properties which belong to the Defendants. It is necessary in the interest of justice to attach the said properties and sell the same and further adjust the sale proceeds to satisfy the money decree which may be passed in favour of the Plaintiff. The Plaintiff is presently aware of the properties of the Defendants as mentioned in the schedule. The Plaintiff craves leave to add in to the said properties as and when the Plaintiff receives information and details thereof.

- 29.** The cause of action for the present suit arose when the Plaintiff and Defendants entered into an agreement for providing crane services to the Defendants. It further arose on 30/04/2014 when the Plaintiff and Defendant no. 1 entered into Service Agreement. It further arose on 03/04/2015, 17/04/2015, 16/02/2016, 25/02/2016, 02/05/2016, 04/05/2016 and 21/05/2016 when the Defendants issued fresh Work Orders for the year 2016. It further arose on the issuance of various Invoices by the Plaintiff in view of various Work Orders of the Defendants. It further arose when the Defendants failed to make payment as per the invoices. It further arose on 04/06/2016 when the Defendants illegally tried to withdraw the Work Orders unilaterally. It further arose on 09/06/2016 when the Defendants tried to illegally withdraw/terminate the Work Orders and threatened the Plaintiff about the security of it's

Cranes and other trailers lying at various sites of the Defendants. It further arose when the Plaintiffs suffered huge losses due to premature demobilization forced by the Defendants. It further arose on 14/07/2016 when the Defendants failed to make payment of dues despite receipt of the Plaintiff's notice dated 29/06/2016. It arose on 15/06/2016 when the Defendants admitted their liability to the extent of Rs. 7,28,00,000/- in writing. It further arose on 02/07/2016 when the Defendants issued notice making false allegations against the Plaintiff. It is continuously arising thereafter.

- 30.** The Service Agreement dated 30/04/2014 was executed at Pune. The Plaintiff submits that the Work Orders issued by the Defendant no. 1 were issued to the Plaintiff at the Plaintiff's office within the jurisdiction of this Hon'ble Court. Moreover, the payment of the amounts under the contract were made at the accounts maintained by the Plaintiff within the jurisdiction of this Hon'ble Court. Through the Service Agreement as well as through the relevant Work Orders, the parties have chosen the exclusive jurisdiction of the Courts at Pune. The part of cause of action has arisen within the jurisdiction of this Hon'ble Court. The Dispute between the parties is a commercial dispute as defined by the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015. As such, this Hon'ble Court has jurisdiction to try and decide the present suit.
- 31.** The Plaintiff has filed the present suit seeking recovery of Rs. Rs. 34,45,35,572/- (Rupees Thirty Four Crore Forty Five Lakh Thirty Five Thousand Five Hundred Seventy Two Only). The suit is therefore valued at Rs. 34,45,35,572/- (Rupees Thirty Four Crore Forty Five Lakh Thirty Five Thousand Five Hundred Seventy Two Only). The Plaintiff has also sought an interim relief of attachment before judgment. For the said

relief, the suit is valued at Rs. 1,000/-. The Plaintiff has paid appropriate Court Fee on the same.

32. It is therefore prayed that:

- a. The suit may kindly be allowed with costs;
- b. The Defendants may jointly and severally be directed to pay an amount of Rs. 34,45,35,572/- (Rupees Thirty Four Crore Forty Five Lakh Thirty Five Thousand Five Hundred Seventy Two Only) towards the dues and damages along with an interest @24% p.a. till the date of filing of suit.
- c. The Defendants may jointly and severally be directed to pay interest @24% p.a. on the amount mentioned in clause (b) above, till the actual recovery of the entire amount;
- d. The movables as well as immovable assets of the Defendants including the balance amount standing at the credit of the Defendants in their respective accounts with any banking company, may kindly be attached and the assets may kindly be sold and disposed off and the proceeds thereof may kindly be adjusted towards the recovery of amounts mentioned in paragraphs (a) and (b) above.
- e. Any other order in the interest of justice may kindly be passed.

SCHEDULE

The Properties belonging to the Defendants

- A. The amount of Rs. Rs. 210,00,00,000/- (Rupees Two Hundred Ten Crores only) earmarked by Defendant no. 2 as a loan to Defendant no. 1.

- B. Fixed deposits of Defendant No. 2 with various banks to the tune of Rs. 205.13 crs. As disclosed in its communication to the Bombay Stock Exchange vide its letter dated 28.10.2016.

Pune

Dated: 09/01/2017

For Plaintiff

Advocate on behalf of Plaintiff

VERIFICATION

I, Mr. Vinayak Mukund Shirgaonkar, the authorised signatory of the Plaintiff Company, do hereby state on solemn affirmation that all the aforesaid contents are true and correct to the best of my knowledge, belief and information and in witness whereof I have signed hereunder on this 9th day of January 2017 at Pune.

For Plaintiff