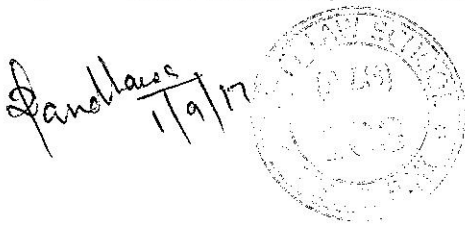


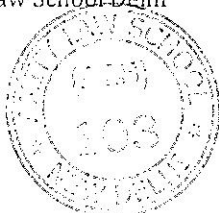
1. "Quirrell's Corner" was a famous barbeque restaurant in New York, it was particularly renowned for its steaks and ribs. It was managed by Mr. Quirrell Kumar, a first-generation Indian-American.
2. Mr. Kumar witnessed the event, when Indian Prime Minister, Mr. Narendra Modi had visited the Madison Square Garden. Kumar was so inspired and influenced by the Prime Minister's impassioned speeches that he experienced a strong zeal of patriotic fervor and with the subsequent introduction of the 'Make In India' policies, he resolved to move back to land of his ancestors and establish his restaurant business in India.
3. Pursuant to the same, he moved back to India, took Indian citizenship, and was on the lookout for a suitable partner to invest in his restaurant business.
4. Shri Babu Rao Ganpat Rao Apte is a renowned businessman in India. Mr. Apte's journey of being a successful businessman is a famous rags-to-riches story of a simple garage owner rising up to establish a successful business empire. He along with his partner and erstwhile owner of Star Fisheries group, Mr. Devi Prasad incorporated *Star Group Private Limited* (hereinafter "**Star Group**"), a company registered under Indian Companies Act, 1956, having its registered office in Chandigarh and having varied business ventures in hospitality, media and real estate sectors.
5. Considering Mr. Apte's mercurial rise, Mr. Kumar decided to approach him with a proposal of setting up a joint venture. He proposed opening multiple chains of restaurants in the northern region of India. Mr. Apte was apprehensive at first, but after much persuasion he decided to invest in Quirrell Kumar's joint venture proposal through Star Group. Quirrell Kumar and Star Group executed a joint venture agreement between themselves and formulated *Westeros Foods Pvt. Ltd.* (hereinafter, 'the **Company**') having its registered office in Chandigarh. Both Quirrell Kumar and Star Group were 50-50 percent shareholders in the joint venture company.
6. As per the terms of the agreement, Quirrell Kumar would ensure that the menu of the restaurant shall be prepared by the famous team of internationally acclaimed chefs working previously at his New York restaurant, like Robert Shapiro and Johnnie Cochran. They were collectively dubbed by many international culinary magazines as the *Dream Team*. On their part, Star Group would provide appropriate location for setting up the restaurant, and its members would procure all the regulatory approvals in India. They would also be responsible for handling the public relations of the joint-venture company through their highly popular blog *ScootWhoop* (which is wholly-owned by Star Group).
7. The terms of the joint venture included that Mr. Kumar would be the Managing Director of the Company and would be re-elected as the director after every 2-year term. It was also agreed that any dispute between the parties would be settled by way of arbitration before the London Court of International Arbitration (hereinafter "the **LCIA**"). (certain extracts of the JVA is reproduced at Schedule - A)
8. Owing to innovative marketing strategies by *ScootWhoop*, the chain of restaurants became hugely popular. The Company earned revenues far more than it had anticipated. Mr. Kumar's commitment of ensuring international standards in providing a wholesome dining experience was frequently acknowledged by diners in their comments about the restaurant. Opening up of new branches was expected to be on the anvil, and discussions between Mr. Kumar and



members of Star Group were underway for quite some time, however until this stage, they had been unyielding.

9. Owing to the succulent quality of the meat served at *Quirrell's Corner* there was rising apprehension that the meat used in the preparation of dishes at *Quirrell's Corner* was mixed with beef meat. Although there was no evidence for such rising apprehensions, but the rumor persisted. Mr. Quirrell Kumar was quoted at one of the events that for him it was illogical to be selectively sensitive towards animals and he feels that such sentiments are beyond his understanding. This lead to a strong backlash against Mr. Kumar and added fanned the flames of the rising rumor. With the growing sentiment against consumption of beef meat, this issue received significant media attention. The negative sentiments against Mr. Kumar were exacerbated by a blog-post published by *ScootWhoop*, titled "10 things you didn't know about, *Quirrell – The Two-Faced Man*". The article went viral across social media giving rise to negative public opinion and hilarious memes against Quirrell Kumar.
10. This lead to severe downfall in the revenues of the company and the company faced severe financial stress. The earlier fanfare and good-start faded quickly and issues cropped up between the joint venture partners. All discussions regarding new branches were laid to rest. Due to the issues relating to payment, Robert Shapiro also moved back to New York. Since all efforts to quell the issues amicably failed, Star Group terminated the joint-venture agreement and decided not to re-appoint Mr. Kumar as the Managing Director of the Company.
11. Mr. Kumar approached the National Companies Law Tribunal at Chandigarh (hereinafter "the **NCLT**") alleging oppression and mismanagement under the Companies Act, 2013. Separately Star Group approached the LCIA and Mr. Kumar was subsequently asked to file his statement of defense. He contested that the same is mala fide, motivated and cannot be invoked.
12. The NCLT went on to hold that this was a clear case of oppression and mismanagement and awarded a status quo. Star Group moved the National Companies Law Appellate Tribunal (hereinafter "the **NCLAT**") against the order of the NCLT. The NCLAT went on to hold that the matter was purely a contractual issue dressed up as an oppression and mismanagement issue and reversed the finding of the NCLT. Aggrieved by the same, Quirrell Kumar moved the Supreme Court in appeal against the order of the NCLAT.
13. In the meantime, the arbitration tribunal at LCIA passed an *ex-parte* award in favour of Star Group and held that since the terms of the agreement were violated by Mr. Kumar, Star Group was well within its rights to seek recourse under the contract and terminate the joint-venture agreement. Star Group approached the High Court of Punjab and Haryana (hereinafter "the **HC**") for enforcing the Award. The HC rejected enforcement on the ground that such an award is a nullity and two-Indian parties cannot have a seat of arbitration outside India. Aggrieved, Star Group moved the Supreme Court against the judgment of the HC.
14. Separately, Mr. Kumar had also filed a criminal defamation complaint against the Star Group before the trial courts in Chandigarh. He alleged that various blogs and articles run by *ScootWhoop* and other memes floated and shared incessantly has severely dented his reputation. Although not contesting the responsibility of publishing such blogs, articles and memes, and also reserving the right to challenge the merits of the issue, Star Group challenged the maintainability of the criminal complaint on the ground that a criminal case such as defamation is not maintainable against a company. Pursuant to this Star Group moved the HC for quashing of the criminal case.
15. The HC noted that such case is maintainable dismissed the quashing petition. Aggrieved by the same Star Group moved the Hon'ble Supreme Court of India stating that the HC clearly erred

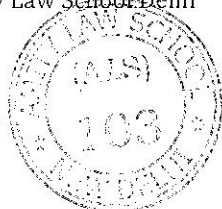
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in law and went against settled principles of law in holding criminal defamation can be proceeded against a body corporate.

16. The Hon'ble Supreme Court of India admitted all the petitions and the civil appeals. Considering the disputes, the Apex Court tagged all the matters together and posted the same for final arguments.

Pandhara
1/9/17



SCHEDULE – A

(certain excerpts of the joint-venture agreement)

ARTICLE 4: MANAGING DIRECTOR.

- 4.1 The Parties shall promptly cause the nomination and election of Mr. Quirrell Kumar as the sole Managing Director of Company.
- 4.2 The Managing Director shall be elected every two (2) years. Star Group Private Limited agrees to vote for the re-election of Indian partner as Managing Director as long as this joint venture agreement subsists.

ARTICLE 22: DISPUTE RESOLUTION AND ARBITRATION

- 22.1 Any dispute, controversy or claim between the Parties that may arise out of or in connection with or in relation to this Agreement shall be in the first instance resolved by good faith discussion and negotiation between the Parties.
- 22.2 In case the dispute, controversy or claim is not resolved by good faith discussion and negotiation between the Parties the same shall be finally resolved by arbitration conducted in accordance with rules of arbitration at London Court of International Arbitration. The language of the arbitration shall be English.

ARTICLE 25: GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of India.

(All clauses of the joint venture agreement are incorporated in the Articles of Association of the joint venture company apart from Article 22)

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