

2024:PHHC:161923



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**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CRM-M-12823-2024

DECIDED ON: 29.10.2024

RAVINDER MUNJAL

.....PETITIONER

VERSUS

STATE OF HARYANA

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL.

Present: Mr. Vivek Goyal, Advocate for
Mr. Shubham Pabbi, Advocate
for the petitioner.

Mr. Chetan Sharma, DAG, Haryana.

Mr. Padam Kant Dwivedi, Advocate
for the complainant.

SANDEEP MOUDGIL, J

1. Relief sought

The jurisdiction of this Court has been invoked under Section 439 Cr.P.C. for grant of regular bail to the petitioner in FIR No.532, dated 14.12.2023, under Sections 409 and 420 IPC, registered at Police Station Madhuban, District Karnal.

2. Facts

To The SHO, Police Station, Madhuban Subject -Lodging of FIR against M/s R.R Foods Village Nagla Megha, Karnal through its partners, guarantors and other: 1. M/s RR Foods Village Nagla

Megha, Karnal 2. Smt. Pooja Munjal W/o Sh. Ravinder Munjal, Village House No. 60, Dayal Singh Colony, Karnal. 3. Smt Seema Munjal W/o Sh. Rajesh Munjal, Village House No. 60, Dayal Singh Colony, Karnal. 4. Naman Munjal Co, Nirmal Enterprises, Shop No. 548-A. Anaj Mandi Karnal, 5. Raj Munjal C/o R. R. Industries, Sector-3, 45/3, HSIDC, Karnal/Munjal Trading Company Shop No.54486 Rajesh Munjal/Ravinder Munjal House No. 60, Dayal Singh Colony, Karnal. Proprietor of Kamal Industries Rice Mill, Sohana Road Phooshgarh, Karnal. 1. During KMS 2022/23, Haryana State Warehousing Corporation handed over 58944.375 Qtl. 5894.4375 MT paddy stocks as per specifications of the Govt. Policy under an agreement to M/s RR Foods Village Nagla Megha, Karnal from Karnal Mandi and Asandh Mandi for milling into CMR (Custom Milled Rice) and the rice millet received and acknowledged receipt of 58944.375 qtl. 5894.4375 MT paddy in right quality deliver to FCI till 30.04.2023 as per following schedule of delivery as per Clause No. 7 (iv) Up to Dec. 2022 25% of the allotted Paddy, January, 2023 20% -do, February, 2023 20%-do-March, 2023 20 -do- April, 2023 20-do! Whereas the miller has delivered due CMR to FCI as per following details of month wise delivery. Up to Dec. 2022-25-9873.18-2015.111-0-2015.111-5. 10, January, 2023-20-7898.54-5485.655-46.25-5439.405- 13.75, February, 2023-20-79898.54-4909.744-49.10-4860.65-12.30, March, 2023-20-7898.54-5200.237-52.00-5148.23-13.03, 30 April, 2023-15-5923.91-1735.169-17.35-1717.82-4.3, May, 2023-01- 1156.244-9.76-1146.484-2.92, June, 2023-0-2021.244-0-2021.285- 5.00, July 2023-1-1734-227-0-1734.227-4.34, August 2023-0-864.875-0-864.875-2. 16, Total-100-39492.71-25122.547-174.46- 24948.087-63.02, which shows regular shortfall of delivery of CMR as per month wise delivery schedule of agreement clause 7(iv). 1. The miller could deliver only 63.02% i.e. 24948.087 qtls i.e. 2494.808 MT until 31.08.2023 (Excluding FRK) and thereafter the miller failed to deliver remaining CRM to the FCI despite the fact that the Govt. of India had extended the time period of delivery Custom Milled Rice (CMR) up to 30.09.2023. 2. The HSWC through its District Manager issued notices (Annexed from B-1 to B-7) for completion of CMR as per terms and condition of the agreement up to the extended time period but the miller failed to deliver the balance quantity of CMR 14544.623 qtls. i.e. 1454.462 MT up to 30.09.2023. 3. The District Manager and Manager, SWH, Jundla (TA, Incharge) conducted the physical verification on 31.08.2023 and found that there was neither any paddy nor rice stocks in the mill premises that means a net shortage of 21708.38 qtls. of paddy

was observed during the physical verification from this it reveals that the miller and guarantors misappropriated the govt. paddy deliberately with ulterior motive. 4. The value of short delivery of CMR to FCI as per agreement is Rs.6,17,06,455/- (as per milling account as on 30.09.2023) against short delivery as per milling agreement Clause No. 7(iv). 5. The District Manager vide his letter No.HSWC/DM/PNP/AMQC/CMR 2022-23/1532 dated 16.08.2023 (Annexure C) notified the miller to have misappropriated 2053.84 MT paddy (excluding FRK) supplied by SWC and directed him either to deliver the balanced CMR of Rs. 14544.62 qtls to FCI or deposit the cost of undelivered CMR as per agreement clause No.7 (iv). 6. Subsequently, the HSWC issued legal notice dated 27.09.2023 (Annexure D) to miller, but the miller alongwith its partners and guarantors has miserably failed to deliver 14544.62 qtls CMR to FCI and deposit the cost of undelivered CMR as per agreement clause No.7(iv). The miller is liable to pay the cost of such short quantity of rice @ 110% of the rate of CMR as fixed by the Govt. of India alongwith interest @ 12% p.a. on the actual payable amount from 1st May, 2023 till the date of actual realization of payment for the remaining undelivered CMR. 7. Partners of Mill violated the condition of agreement dated 03.10.2022 (Annexure E-1 to E-13). 8. It is therefore, requested that FIR against above mentioned partners and guarantors of M/s RR Foods, Nagla Chowk Karnal may be registered under section 406, 409, 420. District Manager, Haryana State Warehousing Corporation 8053438800 Endst. No. HSWC/DM/PNP/A.M (QC)/ 2023-24/ dated. A copy to above is forwarded to 1. PA to MD HSWC, Panchkula for kind information to Worthy MD. 2. Superintendent of Police Karnal for information and necessary action please. 3. The Deputy Commissioner Karnal. 4. The Manager (ST), HSWC Panchkula for kind information. 5. The Manager Legal HSWC, Panchkula 6. The DFSC, Karnal 7. The DM Hafed, Karnal District Manager, Haryana State Warehousing Corporation.”

3. **Submissions**

On behalf of petitioner

Learned counsel for the petitioner submits that the petitioner firm has only provided 2500 metric tonnes of CMR rather than 3954 because of spoiling and lower yield from excessive moisture. Furthermore, it is argued that the current FIR was filed without taking into account the response dated

10.10.2023 to the legal notice dated 27.09.2023 as well as the representations dated 29.09.2023 and 02.10.2023. However, the dispute is purely of a civil nature and has been given a criminal colour; the petitioner was merely guarantor. It is also argued that the investigation is over and that, as the trial would take a long time to conclude, there would be no benefit to holding the petitioner in jail indefinitely. He has further submitted that there is no specific allegation against the petitioner, hence, the registration of the instant FIR against him, is nothing but a totally abuse of process of law.

On behalf of respondent-State

Learned State counsel has opposed the prayer made in the present petition stating that there is sufficient evidence against the petitioner to prove his guilt and his custodial interrogation is required to unearth all the ramifications involved in the present FIR.

Heard learned counsel for the parties.

4. Analysis and Conclusion

No other argument has been raised by either of the parties.

The District Manager of the Haryana State Warehouse Corporation filed the complaint that led to the current FIR being filed. The Haryana State Warehouse Corporation hired a rice miller to turn paddy into Custom Milled Rice (CMR). Despite receiving 5894.4375 qtl of paddy, the miller only produced 63.02% of the anticipated CMR. There was no paddy or rice stock discovered during a physical inspection of the mill grounds, suggesting possible theft of the provided rice and paddy. Although the petitioner-accused, who was a guarantor, maintained that the matter was of a civil nature. On perusal of FIR, *prima-facie*

offences under Sections 409 and 420 IPC are made out against the petitioner, who has embezzled more than Rs. 6 crores.

Given the aforementioned facts and circumstances, the role that the petitioner has played in the misappropriation of crores of rupees, and the petitioner's actions, this Court believes that the petitioner does not deserve to be enlarged on regular bail at this stage.

The petitioner requested time to provide a schedule for repayment of the said amount, claiming that he is ready and willing to pay the remaining amount, but he has not done so despite numerous opportunities. Furthermore, the custody period of the petitioner-accused is quite brief, as he has suffered incarceration for a period of 3 months and 21 days, as of now, as is evident from the custody certificate provided by the learned State Counsel.

In view of the discussions made hereinabove, the present petition is dismissed being devoid of any merits.

29.10.2024
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(SANDEEP MOUDGIL)
JUDGE

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>