



IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

101

CRM-M-55517-2024
DATE OF DECISION: 08.11.2024

ANIL MUNGALI AND ANOTHER
...PETITIONERS

Versus

STATE OF PUNJAB AND OTHERS
... RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. C.S. Bakshi, Advocate for the petitioner(s).

Mr. Jaspal Singh Guru, AAG, Punjab.

SANDEEP MOUDGIL, J (ORAL)

1. Relief Sought

The jurisdiction of this Court under Section 482 of the BNSS has been invoked seeking the concession, for the grant of anticipatory bail to the present petitioner in FIR No.116 dated 13.09.2024, under Sections 420, 120-B IPC, 1860 registered at Police Station Kotwali, Bathinda.

2. Prosecution story, set up in the present case as per the version in the FIR read as under :-

‘Application Number 181/Kotwali/2024, dated 11-05-2024.To, Senior Superintendent of Police, Bathinda. From: Sumit Munjal, Son of Praveen Kumar, resident of House Number 54, Virat Green Colony, Bathinda, Gagandeep Singh, son of Late Faleel Singh, resident of Ajit Road, Bathinda. Against: Singh Mungali, M.D., BCMS Developers Private Limited, Phone: 9634592937. 2. Renu Mungali, Director, wife of Anil Mungali, residents of Nawabi Road, Haldwani, 263139, Uttarakhand,



Email: info@bcmsdevelopers.com. 3. Manish Thakur, Admin, BCMS Developers, Phone: 7500542542. 4. Kanak, Admin, wife of Manish, resident of Dr. Mungali Clinic, Rampur Road, Haldwani, Uttarakhand. Subject: Cheating and threats related to receiving money and not providing the plot as promised. Respected Sir, We, Sumit Kumar Munjal and Gagandeep Singh, both engage in private business and are law-abiding citizens. 1. In 2010, we met Anil Mungali, Managing Director of BCMS Development Private Limited, Renu Mungali, Director and wife of Anil Mungali, along with Manish and his wife Kanak, who are Admins, near Roadways Hotel, close to the Bus Stand, Bathinda. They informed us about their new venture related to real estate, where they convert wild land into real estate plots. They stated that if we invested money in their company, it would double in two years, and as security, they would provide a plot agreement in their company's colony located in Haldwani, Uttarakhand. Additionally, they informed us about other projects near Nainital, where they are developing the Kamalyan Housing Finance project, and about plans to build apartments under the name Krishna Secretary Apartments in Vrindavan, U.P. They also mentioned starting a colony project near Khatu Shyam in Rajasthan. Trusting them, we started investing from 2010 on various dates, with the bank statements to be submitted. 2. Despite a long time passing, they did not provide us with a plot or flat agreement as promised. We have discussed this matter with Anil Mungali and others on several occasions. 3. When they refused to return our money or provide the plot/flat, they blatantly told us they had intended to cheat us from the beginning, claiming we couldn't do anything about it. As a result, filed application number 503/Civil Linen/2018ything 05/09/2018. As a result, they agreed in writing to return ₹15 lakh to us, with a copy of the mont attached herewith. 4. Following the agreement, they transferred 250,000 to our account, but afterward, they started giving excuses again. 5.



Recently, we had a conversation with Anil Mungali and Manish from BCMS Developers, where they said they would return the money, but they have not done so. We are ready to present the recording of this conversation. 6. Anil Mungali, Renu Mungali, Manish Admin of BCMS Developers, Kanak, Admin, wife of Manish Thakur, along with Shekhar Pathak and Sunil Kumar from Delhi, have committed fraud by taking money from us in the name of real estate investment without providing the promised plot. Now, when we ask for our money back, they are threatening to kill us. Strict action should be taken against these individuals. Thank you. Gagandeep Singh, SD/- Sumit Kumar Munjal, resident of House Number 54, Virat Green Colony, Bathinda, Phone: 9317948000. The above application has been marked by the Worthy SSP Bathinda to the SHO, Kotwali, FROM/A & for a report. Written SD/- Senior Superintendent of Police, Bathinda. Since the incident took place at the Bus Stand in Bathinda, the Station House Officer of Kotwali Police Station marked the application for investigation to the In- Charge of the Bus Stand Police Post, Bathinda. In this regard, the investigation report from the In-Charge, Bus Stand, Bathinda, with number 49/5C dated 18-06- 2024, is attached. Investigation Report:- In the attached application, Sumit Kumar has accused Anil Mungali, Managing Director of BCMS Developers Private Limited, Renu Mungali, Director and wife of Anil Mungali, residents of Nawabi Road, Haldwani, 263139 Uttarakhand, Manish Chand Thakur, C/O of BCMS Developers, and Kanak, wife of Manish Chand Thakur, Case Manager, residents of Dr. Clinic, Rampur Road, Haldwani, Uttarakhand, of fraudulently taking money from them in the name of real estate investment and not providing the promised plot. In the investigation, the applicants were joined, their statements were recorded, and related documents were obtained and attached. After reviewing the evidence, it is found that in 2009, Sumit Kumar Munjal and Gagandeep Singh met Anil Mungal and



Manish Chand Thakur at the Roadways Hotel, Bathinda, where they discussed about their company BCMS Developers which is in the business of constructing flats and sell demarcated plots and convinced them to invest in their company and also told that they could get huge return against the investments. On which, the applicants Sumit Kumar Munjal and Gagandeep Singh, trusting them, agreed, and as per their statement, deposited INR 21 lakhs on various dates in the ICICI Bank account number 024005001557 and Axis Bank account number 910020022972963 of their company BCMS Developers. Anil Mungali and Munish Chand Thakur assured the applicants of the plot allotment soon. However, despite considerable time passing, neither Sumit Kumar Munjal nor Gagandeep Singh received the plot. Following this, in response to repeated demands from Sumit Kumar Munjal, on 14/12/2019, Anil Mungali and Munish Chand Thakur, under their signatures, entered into a settlement for INR 15 lakhs. According to the settlement, they agreed to pay INR 2 lakhs in February 2020, INR 4 lakhs in April 2020, INR 4 lakhs in June 2020, INR 3 lakhs in August 2020, and INR 2 lakhs in October 2020. A photocopy of the settlement is attached. Despite this settlement, neither Sumit Kumar nor Gagandeep Singh were paid anything except for a token amount of INR 50,000, and no further amount was returned. There were phone conversations between the two parties, the recordings of which were presented by the applicant, and in these, Anil Mungali and Munish Chand Thakur admitted to owing the money. These recordings, provided on a pen drive, make it clear that the above- mentioned party is intentionally delaying the repayment or plot handover. Despite five years passing since the agreement, neither the plot was handed over, nor the money was returned to Sumit Kumar Munjal and Gagandeep Singh, leading to the filing of this application. During the investigation, notices were issued to the accuseds by me. Munish Chand Thakur appeared and was heard during the



investigation. Munish Kumar admitted to receiving INR 21 lakhs and, after further discussions on the phone with Anil Mungali, Renu Mungali (wife of Anil Mungali), and his wife Kanak, partners of company BCMS, a new settlement was reached with Sumit Kumar on 10/06/2024, agreeing to pay INR 21 lakhs in installments of INR 3 lakhs by 10/08/2024, INR 3 lakhs by 10/09/2024, and INR 15 lakhs by 31/10/2024, and issuing various cheques for the amounts. The same is attached. However, after this, Munish Chand Thakur refused to issue the promised cheques for the agreed INR 21 lakhs as per the settlement, and on 17/06/2024, I received a WhatsApp message from Renu Mungali, Munish Chand Thakur, and Kanak wife of Munish Chand, where they declined to send the cheques. Instead, on 29/05/2024, Anil Mungali sent a statement by post, agreeing to a delayed payment instead of issuing the cheques. This clearly indicates that Munish Chand Thakur and Anil Mungali had, in 2009, made the applicants invest their money on the false promise of allotting them a plot, but after 15 years, they neither returned the investment nor provided the promised plot. To evade repayment, the accused gave a token amount of INR 50,000 and made false assurances to mislead the applicants. Thus, it is evident that Anil Mungali and Munish Chand Thakur have committed a fraud of INR 21 lakhs against the applicants, Sumit Kumar and Gagandeep Singh. If further evidence of involvement by Renu Mungali (director of the company) and Kanak (admin) comes to light during the investigation, legal action may be taken against them as well. Therefore, a report is being sent to the DA (Legal) Bathinda to seek legal opinion regarding further action against Anil Mungali and Munish Chand Thakur for fraud. If approved, a case of fraud under sections 420 and 120B IPC should be registered against Anil Mungali (Managing Director of BCMS Developers Pvt. Ltd.) residents of Nawabi Road, Haldwani, 263139,



Uttarakhand and Munish Chand Thakur Son of Rami Chand Resident of #3/60 Chand Bhawan near Saurav Hotel Haldwai, Uttarakhand. (partner), and further investigation should be carried out as per the law. Correct/- Nirmal Singh Incharge, Bus Stand Police Post, Bathinda Dated 18-06-2024. In relation to the matter, the Station House Officer, Kotwali Police Station, Bathinda, has expressed his consent to the above-mentioned report in his report No. 159/5C dated 06-07-2024. Furthermore, the Worthy DSP City-1 Bathinda expressed agreement with the said conclusion in his report No. 873/5C dated 29-07-2024. Subsequently, the Worthy SSp Bathinda directed to obtain a legal opinion from DDA LEGAL EXAMINE OPINION. SD/- Sr. Superintendent of Police, Bathinda. Dated 26-08-2024. 64/D.D.A. (Legal) District Bathinda, dated 28-08-2024. Subject: Legal opinion regarding 181/Kotwali/2024, dated 26-08-2024, concerning Sumit Munjal, Son of Praveen Kumar, resident of House No. 54, Virat Green Colony, Bathinda. Regarding the above subject, I have thoroughly examined and scrutinized the documents. The applicant Sumit Munjal has alleged that the accuseds, Anil Mungali, M.D., BCMS Developer Private Limited, Renu Mungali (Director), wife of Anil Mungali, residents of Nawabi Road, Haldwani, 263139, Uttarakhand, Manish Chand Thakur (care of BCMS Developer) and Kanak (wife of Manish Chand Thakur, Case Manager), residents of Dr. Clinic Rampur Road, Haldwani, Uttarakhand, induced him to invest in their company, BCMS Developers. They claimed their company builds and sells flats and plots. The applicant, trusting their words, agreed and deposited approximately Rs. 21 lakhs into the ICICI Bank account No. 024005001557 and Axis Bank account No. 910020022972963 of BCMS Developers on various dates as per their demands. Anil Mungali and Manish Chand Thakur assured the applicant that a plot would soon be allotted. However, after a considerable amount of time passed, no plot was allotted to the applicant. This makes it evident that Manish



Chand Thakur and Anil Mungali fraudulently took money from the applicant in 2009 by promising a plot but failed to either return the money or provide the plot after 15 years. Thus, it has been recommended that a case be registered against them. In my opinion, based on the facts stated in the investigation report, the actions of Anil Mungali and Manish Chand Thakur constitute offences under Sections 420 and 120B of the IPC (Indian Penal Code). Since the case pertains to events before the new law was enforced, it has been recommended to proceed under the old law. If, during further investigation, the involvement of Renu Mungali and Kanak is found, appropriate legal action can be taken under the applicable laws. Therefore, if you agree, an FIR can be registered against Anil Mungali and Manish Chand Thakur under Sections 420 and 120B of the IPC at the concerned police station, and a thorough investigation can be conducted. SD/- Sajjan, DDA (Legal), Bathinda. Attached: Original file with SSP, Bathinda. The Worthy SSP Bathinda directed SHO Kotwali for action as per law. SD/- SSP, Bathinda. Dated 11-09-2024. On receiving, case under Section 420, 120-B IPC is being registered against Anil Mungali son of Bhuwan Chandra resident of Nawabi Road, Haldwani 263139, Uttarakhand and Munish Chand Thakur son of Rami Chand Resident of #3/60 Chand Bhawan near Saurav Hotel Haldwai, Uttarakhand. Copy of the FIR is being sent as a special report to Hon'ble Area Magistrate and other officers concerned. The original application from page No. 1 to 34 is being handed over to the next investigating officer, S/CT Jasakran Singh 257/Mansa, In-Charge Police Beat Bus Stand Bathinda, for further investigation.'

3. Contentions

On behalf of the petitioner

Learned counsel for the petitioner has argued that the petitioner has been falsely implicated in this case and the nature of



allegation as narrated in the FIR would only make out a case of contractual liability and not criminal liability under the offences mentioned above.

On behalf of the State

Learned State Counsel appearing on advance notice on instructions from Investigating Officer vehemently opposes the prayer for grant of concession of anticipatory bail on the grounds that the petitioner is beneficiary of more than Rs. 20 lakhs which have been deposited by certain investors/proposed buyers in the bank account of the petitioner and on that account seeks custodial interrogation of the petitioner

4. **Analysis**

Be that as it may, this Court is sanguine of the fact that whatever transaction has been made in favour of the petitioner is through bank account as has been submitted by learned State Counsel and the same can be very well recovered or directed to be not withdrawn by other modes during the course of investigation.

Apart from above, there is no other incriminating material which has been put forth by learned State Counsel to convince the Court that custodial interrogation is must. As far as factum of compromise as has been pointed out by the State Counsel whereby the petitioner has admitted to return Rs. 15 lakhs is concerned that again is only a contractual obligation which clearly indicates that the petitioner has no intent to deceit at the very beginning when the dealing between the two was entered into as such, therefore, prima facie the basic ingredient for an offence under Section 420 which is to be read with 406 and 419 IPC



as well is to be tested by the Trial Court. In totality of the above narrated facts and circumstances, this Court finds no reason to deny the petitioner the concession of anticipatory bail, wherein the petitioners has bona fide intentions and is willing to join the investigation and cooperate for furtherance of the same so that the final report can be submitted by the Investigating Agency within the stipulated time period.

5. **Decision**

Hence, in view of the admitted set of circumstances before this Court, the petitioners are hereby directed to be released on anticipatory bail subject to him joining investigation and reporting to the Investigating Officer concerned within a period of one week from today, on furnishing of personal/surety bonds to the satisfaction of Arresting/Investigating Officer. The petitioners shall also abide by the terms and conditions as envisaged under Section 482(2) of BNSS of which are reproduced below :-

‘When the High Court or the Court of Session makes a direction under sub-section (1), it may include such conditions in such directions in the light of the facts of the particular case, as it may think fit, including-

(i) a condition that the person shall make himself available for interrogation by a police officer as and when required;

(ii) a condition that the person shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer;

(iii) a condition that the person shall not leave India without the previous permission of the Court;

(iv) such other condition as may be imposed under sub-section (3) of section 480, as if the bail were granted under that section.'

However, it is made clear that in case the petitioners does not comply with the aforesaid direction of joining the investigation within one week, the order passed by this Court today shall automatically stand cancelled.

The petition in the aforesaid terms stand allowed.

(SANDEEP MOUDGIL)
JUDGE

08.11.2024
anuradha

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