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HIGH COURT OF CHHATTISGARH, BILASPUR

Order reserved on 06-01-2021

Order delivered on 13-01-2021

MCRCA No. 1229 of 2020

- Arun Kumar S/o Shivnath Sahu Aged About 30 Years R/o Rajkishore Nagar, Ward No. 05, Lingiyadih Sarkanda, P.S. Sarkanda, District Bilaspur Chhattisgarh.

---- Applicant

Versus

- State Of Chhattisgarh Through Station House Officer, Police Station City Kotwali, District Bilaspur Chhattisgarh.

---- Respondent

For Applicant	:-	Mr. Shashank Thakur, Advocate
For Respondent /State	:-	Mr. Ayaz Naved, G.A.

Hon'ble Mr. Justice Prashant Kumar Mishra

CAV Order

1. Heard.

2. The applicant has preferred this application for grant of anticipatory bail, as he apprehends his arrest in connection with Crime No.111/2020, registered at Police Station City Kotwali, District Bilaspur C.G. for offence punishable under Sections 406, 409, 420, 467, 468 and 120B/34 of the I.P.C.

3. As per the First Information Report (FIR) lodged by Rakesh Kumar Hatile, Branch Manager, Punjab National Bank, CIMS

Branch, Bilaspur, the present applicant in the capacity of Proprietor of Royal Fabritech and Vishwajeet Bhouwmik of Firm Vishwajeet Boumik & sons have obtained different Bank Guarantees of hefty amount of Rs.85.00 lacs and three Bank Guarantees of Rs.1.00 crore each and got it cancelled during validity of the Bank Guarantee, but presented the same before the NSIC, Kolkata (West Bengal), who later on invoked the Bank Guarantees and sought payment of the amount from the Punjab National Bank. During verification, the original Bank Guarantee was not available in the Bank. It was found that Rajesh Sharma, the then Branch Manager in collusion with the present applicant and Vishwajeet Bhouwmik have obtained forged Bank Guarantees; obtained payment thereof; and showing to get it cancelled presented the same before the NSIC, Kolkata.

4. Learned counsel for the applicant would submit that the applicant is not at all responsible for any criminal act because he being an employee of Vishwajeet Bhouwmik was acting under his instructions and, thus, the papers signed by him was on the dictates of Vishwajeet Bhouwmik. He would submit that the applicant himself has lodged an FIR against Vishwajeet Bhouwmik.

5. Learned counsel for the State, *per contra*, would oppose the bail application. He would submit that the applicant has been shown to be the borrower and the Bank Guarantees have been issued in his name also, therefore, he cannot escape from the liability.

6. Having seen the material available in the case diary, it is manifest

that the applicant has signed different documents with the Bank at the time of obtaining loan and showing Bank Guarantees to have been issued by the concerned Branch of Punjab National Bank. The FIR lodged by the applicant against Vishwajeet Bhouwmik may be an exercise to save himself, however, the fact remains that the forged Bank Guarantees and other papers have been issued at his instance and he has signed different documents in favour of Bank.

7. Considering the *modus operandi* and the nature of crime, I am not inclined to grant anticipatory bail to the applicant.

8. Accordingly, the anticipatory bail application is rejected.

SD/-
(**Prashant Kumar Mishra**)
Judge

Gowri