CGHC010416812026 2026:CGHC:45343

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NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

MCRCA No. 1770 of 2026

1 - Sangeeta Raj Tirkey W/o Late Ashish Tirkey, Aged About 37 Years R/o Ward No. 10, Fundurdihari, Ambikapur, Police Station And Tehsil Ambikapur, District Surguja C.G.

... Applicant

versus

1 - State Of Chhattisgarh Through Station House Officer, Police Station Kotwali Ambikapur District Surguja C.G.

... Respondent

(Cause title is taken from CIS)

For Applicant	:	Ms. Fouzia Mirza, Senior Advocate assisted by Mr. Ali Afzaal Mirza, Advocate
For State/Respondent	:	Mr. Avinash Singh, G.A.

Hon'ble Shri Justice Parth Prateem Sahu

Order on Board

27/10/2026

1. Applicant has preferred first bail application filed under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (for short 'BNSS') for grant of anticipatory bail to the applicant who is apprehending her arrest in connection with Crime No. 653/2026

registered at Police Station – Ambikapur (as per FIR), District – Surguja (C.G.) under Sections 318(4) and 3(5) of B.N.S.

2. As per the case of the prosecution, on 17.09.2026 a written complaint was made before the police Station Ambikapur, wherein the complainant has stated that in the year 2023 around November-December, the complainant's co-workers i.e. present applicant started pressurizing the complainant to get loan amount from various bank in order to invest the said amount in ASA Trading Company, the complainant told the applicant that she is not in need of any loan therefore refused the applicant. Subsequently the applicant who is in the post of a Lecturer at Government Girls Higher Secondary School Ambikapur, persuade that, she knows people who are in trading and big businesses and they also help in getting the loan from the Banks and therefore there is no need to go anywhere for the purpose of loan. The ASA Trading Company help the people in getting loan amount out of which the 60% of the amount was to be used by the trading company for the purpose of business and the remaining 40% of the loan amount was provided to the person. The whole loan amount was provided by the Directors of ASA Trading Company namely Yogesh Vishwakarma, Arun Kushwaha, Akash Singh, Shashikant Singh and the said person used to run the ASA Trading Company and they used to get the loan amount utilized in the Company. Applicant told the complainant about the said circumstances that she has helped certain persons in getting the

loan amount and deceived the complainant in getting the said loan. The Director Yogesh Vishwakarma of ASA Trading Company is a District Scout Officer, who has his office infront of the police station, office of District Education Officer. Applicant took the complainant to the aforesaid person's office and wherein Yogesh Vishwakarma told that he is a local resident and works at the office of District Education Officer and he is also the Scout Officer of Surguja District. The concern person has made many people the member of ASA Trading Company and has helped them get loan and the said loan is being repaid by the company and no problem has occurred. He asked the complainant to get the documents pertaining to government service and Form No. 16 of 02 years, Cheque Book, Aadhar Card & PAN Card along with photo copies of other documents as well the complainant had given Yogesh Vishwakarma and thereafter the complainant was sent back and she was instructed that if the concerned bank person calls she should reply by saying that she wants loan. As instructed on second day when the bank person called the complainant responded by saying that she wants loan and in accordance with that Yogesh Vishwakarma took the complainant to the Gramin Bank Branch at Mahavirpur, where he opened her account in the said bank by taking signature on various documents and thereafter the complainant after some days from 20.04.2024 to 22.04.2024, the complainant received Rs. 31,02,625/- in her SBI Bank Account, then the complainant asked

Yogesh Vishwakarma, Arun Kushwaha about the said loan amount to which they said nothing will happen the complainant does not has to pay the installment of the loan, the ASA Trading Company will pay her installments, then the complainant was instructed by Yogesh Vishwakarma and Arun Kushwaha on 23.04.2024 to go her State Bank and deposit the amount in the Bank Account of ASA Trading Company amounting to Rs. 13,97,047/-. Thereafter on 30.04.2024 Yogesh Vishwakarma and Arun Kushwaha called the complainant at SBI Bank and got Rs. 16,00,047/- in the account of ASA Trading Company and they told that the complainant will received Rs. 40,000/- every month in addition to the amount of installment for the loan. The complainant also stated that Rs. 13,70,050/- was transferred from her Gramin Bank Account to ASA Trading Company, and subsequently on 30.04.2024 a total amount of Rs. 43,67,144-40 was transferred in the account of ASA Trading Company and the complainant was assured by Yogesh Vishwakarma and Arun Kushwaha that the loan installment amount of Rs. 107092/- per month will be paid by the company and additional Rs. 40,000/- will be deposited in the complainant's account. The complainant stated that there are 04 directors known to her of ASA Trading Company namely Yogesh Vishwakarma, Arun Kushwaha, Akash Singh and Shashikant Singh, who after receiving the aforesaid amount along with the documents received by the complainant, which reflected that the said persons in addition to the Gramin Bank, 03 other banks such

as HDFC, ICICI & Cholamandalam, they have acquired loan amount without informing the complainant and have transferred the amount without her knowledge, when the complainant objected the Directors of ASA Trading Company said that they will repay the loan amount and during which the complainant will received certain amounts in her bank accounts and she can make transaction with the amount and have assured the complainant that she will be receiving the promise amount in her account on timely basis. That, the loan installment of 02 banks amounting to Rs. 29828/- and 28800/- for the months July-August-September of year 2024 were paid by the company, which is also Rs. 1,00,788/- the installment of 04 months subsequent to the aforesaid was not paid, subsequently on 30.04.2024 the complainant was assured by the Directors namely Yogesh Vishwakarma, Arun Kushwaha and Akash Singh, and they brought the complainant 02 agreements and she was told that this is the documents of the Court and everything is written on the said agreement and has the signatures and thereafter the complainant was asked to signed the said agreement, but in order to signed the said agreement the complainant did not visit the Court. That, in addition to Rs. 16 Lacs taken by the company in lieu of which the complainant received Rs. 40,000/- in the month of June and Rs. 38,000/- in the month of July and the trading company informed the complainant that Rs.2000/- has been cut for the agreement. Then the complainant got the know from the Bank that the aforesaid

accused persons have not paid the loan installment for $1^{1/2}$ to 2 years and are avoiding the payment by using deceitful means and when the complainant enquired she got to know that they have committed similar fraud with other person as well and they are hand in gloves with employees of the Bank and other officials. The complainant was also informed by other persons that due to the conduct of ASA Trading Company some persons have also filed a case against the aforesaid company. The complainant had paid Rs. 9,27,530/- amount from her salary from the year October 2024 to March 2026 and she is unable to repay the loan amount and therefore the accused persons have committed fraud with her amounting to Rs. 46,12,049/-and due to which the complainant had made a written complaint before the Police Station Ambikapur, District Surguja (C.G.) against the present applicant and other co-accused persons.

3. Learned senior counsel for applicant submits that applicant is innocent and she has been falsely implicated in this case. Applicant has not committed any offence as alleged. She submits that applicant is working as lecturer along with the complainant who was also working as lecturer. Initially applicant came in contact with the co-accused persons who were running a business in the name of ASA Trading Company and have invested a sum of Rs.11,00,000/-. From the investment as per the assurance given by the co-accused persons she has taken the monthly return of Rs.38,000/- to Rs.40,000/- per month. These

investment and return were being brought to the notice of the complainant and as per her request the applicant took the complainant to the office of ASA Trading Company and after satisfying the complainant has herself has submitted the form signed by her from which the loan has been disbursed in the name of complainant. The complainant thereafter had invested the said amount with the ASA Trading Company and had enjoyed the return for some time and as per the allegation thereafter the returns which were being disbursed in her account stopped which made the complainant to lodged the report. She submits that except the introducing the complainant with the ASA Trading Company/persons running the ASA Trading Company, there is no role of the applicant. Applicant has not been benefited with the amount as alleged to have been deposited by the complainant with the ASA Trading Company. Applicant is a government servant and there is no likelihood of her absconding. She will cooperate in investigation. He also submits that there is no any other criminal antecedent against the applicant, therefore the benefit of anticipatory bail may be extended to her.

4. Learned State counsel opposes the submission of learned counsel for applicant. He submits that the applicant is instrumental person who introduced the complainant with the person of running business of ASA Trading Company, however upon asking he fairly submitted that as per the case diary there is no mention that any amount has been deposited with the present applicant.

He also submits that as per material available in the case diary it is appearing that a sum of Rs.43,67,144/- has been deposited by the complainant in the ASA Trading Company.

5. I have heard learned counsel for parties and perused the documents placed on record.

6. Taking into consideration the facts and circumstances of the case, the nature of allegation, submission made by learned counsel for respective parties and further considering the fact that the applicant is the instrumental person who introduced the complainant with the person of running business of ASA Trading Company and as per the case diary there is no mention that any amount has been deposited with the present applicant, without commenting anything on merits of the case, I am inclined to release the applicant on anticipatory bail.

7. Accordingly, the anticipatory bail application is **allowed** and it is directed that in the event of arrest of applicant in connection with the aforementioned crime number, he shall be released on anticipatory bail by the Officer arresting him on his executing a personal bond in the sum of ₹25,000/- with one surety in the like sum to the satisfaction of the concerned arresting Officer. Applicant shall also abide by the following conditions:

(i) that the applicant shall make himself available for interrogation before the Investigation Officer as and when required;

(ii) that the applicant 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/her from disclosing such facts to the Court or to any police officer;

(iii) that the applicant shall not act, in any manner, which will be prejudicial to fair and expeditious trial; and

(iv) that the applicant shall appear before the trial Court on each and every date given to him by the said Court till disposal of the trial.

Certified copy as per rules.

Sd/-

(Parth Prateem Sahu)

JUDGE

Ravi Mandavi