

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

mpa

CRI. ANTICIPATORY BAIL APPLICATION NO.88 OF 2015

1)	Ganesh Prasad Das &	
2)	Malaya Jagabandhu Barik	.. Applicants
	Vs.	
	The State of Maharashtra	.. Respondent

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Mr.M.S. Karnik i/b. Mr.Sandip Mishtra, Advocate for the Applicants.
Mrs.P.P. Shinde, A.P.P. for Respondent – State.
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CORAM : REVATI MOHITE DERE, J.

DATED : FEBRUARY 18, 2015.

P.C. :

Heard learned counsel for the Applicants and the learned
A.P.P. for the Respondent – State of Maharashtra.

2 By this Application, the applicants seeks pre-arrest bail
in connection with C.R.No.I-481 of 2014, registered with the Vartak
Nagar Police Station, Thane, for the alleged offences punishable under
Sections 308, 294 read with Section 34 of the Indian Penal Court
(IPC) and under Sections 33(A), 33(W) and 131 of the Maharashtra
Police Act.

3 According to the prosecution, the applicant – accused along with other co-accused had detained bar girls at Harshid Restaurant (now Sur Sangeet Bar and Restaurant). It is alleged that at the time of the raid, police found one make up room and three horizontal and six vertical glasses of 2.5 feet attached on one wall of the said room and after careful observation found a secret room (cavity room) behind the wall. It is alleged that after making inquiries, it was revealed that this room was being operated by a button which was handled by the Manager of the said Restaurant. After opening the door of the said room, seven female waiters were found in the said cavity room and all the female waiters were found to be sweating, as the said room did not have any ventilation.

4 The learned counsel for the applicants contended that the present applicants had no connection with the alleged offence. He submitted that although a leave and licence agreement was entered into by the applicants with the owner of the Restaurant, Mr.Maheshchandra Murlidhar Joshi on 26th April, 2013, for a period of one year, the applicants were unable to run the hotel, and hence they entered into a conducting agreement with one Mr.Ashish Govinchandra Mallick on 12th July, 2014. He submitted that pursuant to the clauses in the conducting agreement, the applicants could not

be held responsible, for the acts that had taken place.

5 A.P.P. does not dispute the fact, that the conducting agreement was entered into by the applicants with a third party and the documents i.e. the leave and licence agreement and conducting agreement have been seized by the police. Without going into the merits, whether Section 308 is applicable or not, to the facts of the case, it is *prima facie*, evident that the premises was given by the applicants to one Ashish Govinchandra Mallick, to run the premises, pursuant to a conducting agreement. Therefore, it cannot, *prima facie*, be said that the applicants were responsible for the alleged acts.

6 In view of the aforesaid facts, the applicants are entitled to be granted pre-arrest bail on the following terms:

:: ORDER ::

- (i) In the event of the arrest of the applicants, the applicants shall be released on bail on furnishing P.R. Bond in the sum of Rs.25,000/- (Rupees Twenty Five Thousand), each, with one or two solvent sureties in the like amount;

(ii) The applicants shall attend the Vartak Nagar Police Station, Thane on every Saturday between 10.00 a.m. to 11.00 a.m., till the filing of the charge-sheet;

(iii) The Applicants shall not tamper or attempt to influence the complainant or any persons concerned with the case;

(iv) The Applicants shall co-operate with the conduct of trial.

5 The application is disposed of in the above terms.

6 Needless to state, that the observations are *prima facie* and the trial Court shall conduct the case in its own merits.

7 Parties to act on an authenticated copy of this order.

(REVATI MOHITE DERE, J.)