

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO. 1460 OF 2015**

Atul Vohra	...Applicant
Versus	
State of Maharashtra & Anr.	...Respondents

Mr. Kuldeep S. Patil with Ms. Sneha G. Sanap i/b Mr. Sudam Kale for the Applicant

Ms. R. M. Gadhavi, A.P.P for the Respondent-State

CORAM : REVATI MOHITE DERE, J.
TUESDAY, 29TH MARCH, 2016

P.C. :

1. Heard learned Counsel for the applicant and the learned A.P.P.
2. By this application, the applicant seeks pre-arrest bail in connection with MECR No. 9 of 2014 registered with the Satara City Police Station, Satara, for the alleged offences punishable under Sections 406, 409, 420 r/w 120-B of the Indian Penal Code.
3. The complainant – Imperial Group of Air Hostess Training Academy filed a private complaint in the Court of Chief Judicial

Magistrate, Satara being RCC No. 29 of 2014, pursuant to which, an order under Section 156(3) of the Cr. P. C came to be passed and the aforesaid MECR came to be registered as against the applicant and several others.

4. According to the complainant - Imperial Group of Air Hostess Training Academy, Frankfinn Aviation Services Pvt. Ltd. (accused No. 1) misrepresented to them that their Company was approved by the Government and All India Council for Technical Education (AICTE), Inspector General of Civil Aviation, pursuant to which, they took a Franchise. It was also represented to them, that students who do the Course, would be given Certificates of ICM, UK. According to the prosecution, the applicant, as an employee of Frankfinn Institute, had signed the Memorandum of Understanding ('MOU') with the complainant company for appointing them as a Franchisee of the Frankfinn Training Centre, at Satara. It is alleged that the said Frankfinn Aviation Services Pvt. Ltd. induced the complainant to enter into an MOU, pursuant to which, the complainant company incurred a huge loss of Rs. 70 to 80 lakhs.

5. Learned Counsel for the applicant submitted that the applicant was only an employee of Frankfinn Aviation Services Pvt. Ltd. and had signed the MOU on behalf of the said Company. He submitted that the applicant cannot be held liable for the acts of the Company and for the commitments and the clauses in the MOU. He also relied on certain documents to show that permission of the AICTE was not required, as alleged.

6. Learned A.P.P does not dispute the fact that the applicant was an employee of Frankfinn Aviation Services Pvt. Ltd. She, however, submits that the applicant had signed the MOU on behalf of Frankfinn Aviation Services Pvt. Ltd. as well as the Franchise Agreement, pursuant to which, it was agreed to pay the complainant-Company, 75% share of the profits, the fees from each students and it was also agreed to issue certificates of Foreign Universities to the students. She does not dispute the fact, that monies were received in the Company's Account.

7. Perused the papers and the affidavit filed by the Investigating Officer. It appears that the applicant was an employee of Frankfinn

Aviation Services Pvt. Ltd. and had signed the MOU in April, 2011 as well as the Franchise Agreement in May, 2011 with the complainant-Company. The said MOU which was signed by the applicant was on behalf of the Frankfinn Aviation Services Pvt. Ltd. and not in his personal capacity. Learned A.P.P. was unable to point out, whether any money was received by the applicant. In fact, *prima facie*, it appears that all the monies received, has gone into the Company's account and merely because the applicant had signed the MOU and the Franchise Agreement, cannot make him solely liable for the acts of the Company. Custodial interrogation of the applicant is not necessary.

8. Considering the aforesaid, the applicant is granted anticipatory bail on the following terms and conditions :

ORDER

- (i) In the event of the arrest, the applicant be enlarged on bail on furnishing P.R. Bond in the sum of Rs.10,000/- with one or two sureties in the like amount ;
- (ii) The applicant shall report to the Investigating Officer every

Saturday from 10:00 a.m to 11:00 a.m for a period of four weeks from today;

(iii) The applicant shall not tamper, attempt to influence or contact the complainant, witnesses or any person concerned with the case.

9. The Application is allowed in the aforesaid terms and is accordingly disposed of.

10. It is made clear that the observations made herein are *prima facie* and are confined to this application and the learned Judge to decide the case on its own merits, uninfluenced by the observations made herein.

11. All concerned to act on the authenticated copy of this order.

REVATI MOHITE DERE, J.