

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

ANTICIPATORY BAIL APPLICATION NO. 1069 OF 2024

Bhimsing Kabeer Naik

VERSUS

The State Of Maharashtra And Another

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Advocate for Applicant : Mr. Patwardhan Rohit Prashant

APP for Respondent/State : Ms. V.S. Choudhari

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CORAM : S.G. MEHARE, J.

DATED : AUGUST 13, 2024

PER COURT:-

1. Heard learned counsel for the applicant and learned APP for the State.
2. The applicant seeks pre-arrest bail in Crime No.32 of 2024 registered with Pundliknagar Police Station, District Aurangabad for the offence punishable under Sections 370, 370(A)(2) of the Indian Penal Code and Sections 3, 4, 5 and 6 of the Immoral Traffic (Prevention) Act.
3. The applicant seeks pre-arrest bail on the ground that at the relevant time, the Spas were not under his control. He had memorandum of understanding with the co-accused who was actually running the spa. He produced the copy of the agreement and submits that he has absolutely no control over the business. At the relevant time, he was residing in Karnataka. He has been falsely implicated in

the crime. Nothing is to be recovered from him. He is a businessman. If he would be arrested, his goodwill in the business may be damaged.

4. Learned APP has strongly opposed the application. She would submit that the victims stated that the applicant used to employ them on the condition that they will have to do any work whatever the manager would say. The applicant was convicted for the offence punishable under Section 294 of the Criminal Procedure Code. The applicant is a main accused. His custodial interrogation is essential.

5. Perused the papers. Prima facie, it appears that the Spas where the alleged incident happened were under the direct and full control of the co-accused, who was the manager. The memorandum of understanding shows that the Spas were handed over to co-accused on fixed monthly returns. Though the applicant was a tenant in the premises where the Spas have been run, he executed the memorandum of understanding. At this juncture, it may be doubted whether the applicant had full and direct control over the business of Spa. When the alleged incident happened, he was not residing in the State of Maharashtra. Whether the lease/memorandum of understanding is legal or valid is a question of fact. Even if the argument of the learned APP is accepted that he forced the victims to do any act, any such act does not include the prostitution. The victims were major. They were knowing well the consequences of the

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acts they were doing. Be that as it may, considering the papers produced before the Court, the Court is of the view that custodial interrogation of the applicant would serve no purpose. It would be a bare formality. Hence, the following order :

ORDER

- (i) Anticipatory Bail Application is allowed.
- (ii) In the event of arrest, Applicant, Bhimsing Kabeer Naik, be released on anticipatory bail on furnishing P.B. and S.B. of Rs.50,000/- (Rupees Fifty Thousand only) with one solvent surety of the like amount in the above crime, on the conditions that;
 - (a) The applicant shall attend the concerned police station on first and third Wednesday of each month till filing of the charge sheet against him.
 - (b) The applicant shall not involve in the identical crime.

(S.G. MEHARE, J.)