

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO. 66 OF 2023**

Aslam Imam Kureshi ...Applicant
Versus
The State of Maharashtra ...Respondent

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Mr. Nilesh Pandey i/b Ms Nidhi Sharma for the Applicant.
Ms Veera Shinde, APP for the State.
Mr. J. Khairnar a/w Mr. Aghar Sayyed for the Complainant.
Mr. Sandeep Patil, PSI, Mumbai Naka Police Station, Present.

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CORAM : N.R. BORKAR, J.
DATED : 23 JANUARY 2023

P.C. :-

This is an application under Section 438 of the Code of Criminal Procedure, 1973 for anticipatory bail.

2. The applicant is apprehending his arrest in Crime No. 361 of 2022 registered at Mumbai Naka police station for the offences punishable under Sections 452, 384, 323, 504, 506 read with 34 of the Indian Penal Code.

3. According to the complainant, he has purchased the flat No. 3 in Akash Darshan Society, Pakhalraod, Nashik from one Satish Mate by sale deed dated 9 June 2021. According to the complainant, vacant possession of said flat was delivered to him and was using the said flat for office purpose. It is alleged that on 21 July 2022 when he went to the said flat to keep certain documents, he found that the accused persons had trespassed into the said flat. It is alleged that they threatened him and demanded Rs. 10 Lakhs to vacate the said flat.

4. The flat in question was originally owned by one- Madhukar Santaji Kadam. He sold it to Jallaluddin Sayyed and Shabana Sayyed. They sold it to Satish Mate by sale deed dated 24 August 2017. As stated earlier the complainant purchased the flat in question from Satish Mate by sale deed dated 9 June 2021.

5. It appears that prior to execution of sale deed by said Jallaluddin Sayyed and Sabana Sayyed in favor of Sathis Mate, they had executed power of attorney in favor of one Kazi Sameer Salauddin dated 26 February 2016. According to the accused said power of attorney holder Kazi Sameer Salauddin had executed leave and licence agreement in their favor on 6 June 2022.

6. It is apparent that on the date on which the alleged leave and license agreement was executed by Kazi Sameer Salauddin the said Jallaluddin Sayyed and Sabana Sayyed, were no longer owners of the flat in question. Therefore, there arises no question of execution of leave and licence agreement by their power of attorney holder in favor of the accused.

7. The learned counsel for the applicant submits that even if the allegations are accepted, the alleged offences are not made out. However, considering the facts and circumstances, I decline to hear the learned counsel for the applicant on merit. Application is rejected.

(N.R. BORKAR, J.)

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signed by
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JAYWANT
JADHAV
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