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

ANTICIPATORY BAIL APPLICATION NO.1053 OF 2024

Tabrez Ajim Shaikh

... Applicant

V/s.

The State of Maharashtra & Anr.

... Respondents

Mr. Kedar J. Patil with Ms. Sakshi S. Kadam for the applicant.

Mrs. Rajashree V. Newton, APP for respondent No.1-State.

Mr. Vishal L. Kolekar with Mr. Shubham Kadam for respondent No.2.

Mr. Shrikant Shendge, API, Uran Police Station, is continued.

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CORAM : AMIT BORKAR, J.

DATED : SEPTEMBER 18, 2025

P.C.:

1. The applicant, apprehending arrest in connection with Crime Register No.264 of 2023 registered with Uran Police Station, Navi Mumbai, for offences punishable under Sections 420, 467, and 468 of the Indian Penal Code, 1860, has approached this Court seeking pre-arrest bail under Section 438 of the Bhartiya Nagarik Suraksha Sanhita, 2023.

2. As per prosecution, the complainant is a trustee of Shakkar Pir Darga since 2006. The trusteeship has come to him by family tradition. The trust owns about 18 acres of agricultural land. Earlier, 6 to 7 families of Chanje village were shown as clans on

the land. The trust paid them consideration, provided them alternate accommodation, and obtained relinquishment deeds, thereby securing release of their rights. Since the trust was not earning income from the land, it submitted an application in 2007 to the Wakf Board, Aurangabad, seeking permission to develop the land. The Wakf Board directed the trust to invite tenders from developers for developing the land on lease. Accordingly, tenders of three developers were submitted. The Board approved the tender of M/s. Star Developers, whose partners were Mr. Marjan Tungekar, Mr. Kashif Rahim Bhajji, and Mr. Fardin Fasate, all residents of Uran, Raigad. In 2009, the Wakf Board granted permission to develop and lease the trust land, and a copy of the permission was sent to M/s. Star Developers.

3. After obtaining permission, the developers started plotting the land, constructing roads, and providing water, electricity, and drainage facilities. The developed plots were given to customers on lease for 99 years, and the rent received was being collected by the trust. More than 100 houses have been constructed on the land, and citizens are residing there. An organization in the name of Pir Ekta Griha Samaik Suvidha Sahakari Sanstha Ltd. was formed and duly registered.

4. In May 2023, some persons approached Mr. Wajid Temkar for membership of the said organization. They were asked to submit lease agreements. Photocopies of notarized lease agreements were submitted. At that time, it came to light that land at Survey No.53/3, belonging to the trust, had been given on permanent lease by the present applicant to Mr. Naeem Ahmad

Ansari, Mr. Moh. Shain Ansari, and Mr. Naeem Shami for a total consideration of Rs.9 lakh under a notarized document dated 14 February 2022. Further, on 10 October 2022, the applicant again executed a notarized document transferring trust land on permanent lease for Rs.2,75,000. Thus, the applicant allegedly prepared forged documents and transferred the land belonging to the trust. On this basis, the present complaint came to be lodged.

5. This Court, by order dated 18 April 2024, granted interim protection to the applicant subject to conditions.

6. Learned Advocate for the applicant submitted that according to the informant, who is a trustee of the trust, the applicant has created third-party rights in respect of the trust land on the basis of forged documents and without any legal authority. The informant maintains that no document was executed by the trust in favour of the applicant, yet the applicant created third-party rights in favour of others.

7. The learned Advocate for the applicant relied on the judgment of the Supreme Court in *Md. Ibrahim & Ors. v. State of Bihar & Anr.*, (2009) 8 SCC 751. He argued that in such cases, the real aggrieved person is the victim of the transaction. The owner of the property cannot initiate criminal proceedings if his rights are not directly affected. He therefore prayed for continuation of the interim protection granted by order dated 18 April 2024.

8. On the other hand, learned Advocate for the informant submitted that the applicant, by using forged documents, created third-party rights in respect of trust property. Hence, the prima

facie ingredients of the alleged offences are made out. He prayed for rejection of the application.

9. I have considered the submissions of both sides and perused the record. The allegation against the applicant is that he executed notarized documents purporting to transfer land belonging to Shakkar Pir Darga Trust without any authority. The case of prosecution is that such documents are forged and that by executing them, the applicant created third-party rights.

10. At this stage, the material shows that the ownership of the land continues with the trust. The alleged transactions are based on notarized documents which by themselves do not create any valid title. The trust has already challenged the same, and civil remedies are available to protect its rights. Thus, the dispute appears to have a strong element of civil nature.

11. The judgment of the Supreme Court in *Md. Ibrahim & Ors.*, makes it clear that execution of a sale deed or lease deed by a person who has no title does not amount to cheating the true owner, though such document may be invalid. The aggrieved person in such case is the purchaser and not the owner. Applying the said principle, the present case also indicates that the grievance is essentially between the applicant and persons to whom he executed the documents.

12. The applicant has been under interim protection since 18 April 2024 and there is no complaint of misuse of liberty. The custodial interrogation of the applicant is not shown to be necessary at this stage. The prosecution has collected documents

which will form part of the trial. Hence, further detention of the applicant is not required for investigation.

13. Considering the totality of circumstances, this Court is of the opinion that the applicant has made out a case for grant of pre-arrest bail.

14. Hence, following order is passed:

- a) In the event of arrest of the applicant in connection with Crime Register No.264 of 2023 registered with Uran Police Station, Navi Mumbai, for offences punishable under Sections 420, 467, and 468 of the Indian Penal Code, 1860, he be released on bail on his execution PR. Bond in the sum of Rs.30,000/- (Rupees Thirty Thousand Only) with one or two sureties in the like amount;
- b) The applicant shall attend the concerned Police Station as and when called and shall cooperate with the investigation.
- c) The applicant shall not leave India without prior permission of the Court.
- d) The applicant shall furnish his residential address and contact number to the Investigating Officer and shall keep him informed of any change.

15. The application for anticipatory bail is allowed and disposed of.

(AMIT BORKAR, J.)