



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

ANTICIPATORY BAIL APPLICATION NO. 696/2025

ATHARV PARESH PARKAR

..APPLICANT

VS.

STATE OF MAHARASHTRA & ANR.

..RESPONDENTS

Adv. Visshaal Khetre for the applicant.

Ms. Supriya Kak, APP for State.

Adv. Mansi Dande for respondent no.2.

API Sandesh Gavand, Rabodi Police Station.

Adv. Paresh Parkar, father of the applicant present.

CORAM : RAJESH S. PATIL, J.

DATE : APRIL 9, 2025.

P.C. :

1. The learned counsel Mr. Khetre appearing for the applicant submits that the father of the applicant is present in the Court. The learned counsel further submits that the father of the applicant Mr. Paresh Parkar owns one more flat at Parvati Cooperative Housing Society, Flat No.3, first floor, near new Police Line, K-Villa, Thane – 400601. There is a lessee in the said flat pursuant to the leave and license agreement dated 23/10/2024 and the license period is for thirty-three months. However, Mr. Paresh Parkar has terminated the leave and license agreement by his notice dated 31/3/2025. The copy

of the said notice is handed over to this Court. The statement made by Mr. Paresh Parkar is accepted by this Court. He submits that after 13/10/2025, he will be shifting to his Flat No.3, Parvati Cooperative Housing Society.

2. The learned counsel for the applicant further submits that the applicant had handed over broken mobile phone instrument to the IO, however, the same was not accepted by the IO as it was in broken condition. The IO has directed to the father of the applicant to repair the said mobile phone and also to inform the name of a person who repairs said mobile phone instrument, thereafter, the IO will accept the same.

3. The father of the applicant is permitted to repair the said mobile phone of the applicant and hand over the same to the IO without deleting any data.

4. The learned APP submits that the IO is not present. However, the officer from the concerned police station is present in the Court, and they would be making enquiry with Mr. Rajesh Vasudev Dhavan as to when his leave and license agreement term is coming to end or whether they can terminate the said agreement and shift from the said flat.

5. Only for the said purpose, stand over to **16/4/2025** under the caption **“for directions”**.

(RAJESH S. PATIL, J.)