

- (a) That this Hon'ble Court be pleased to order and direct Respondent No. 4 to refund / handover the interest free security deposit of Rs.2,50,000/- (Rupees two Lakh Fifty Thousand only) lying with Respondent No. 4 to the Applicant or pass any such order or direction as this Hon'ble Court may deem fit and proper;
- (b) That this Hon'ble Court be pleased to order and direct Respondent No. 2 to handover all the movables to the Applicant lying in the said flat Forest Castle at Pune as per the list of the movables annexed to the First Information Report dated 17th August, 2015 and pass any such order or direction as this Hon'ble Court may deem fit or proper;
- (c) That pending hearing and final disposal of this application, Respondent No. 4 be directed to deposit Rs.2,50,000/- interest free security deposit given by Respondent No. 1 to Respondent No. 4 with the Applicant or in this Hon'ble Court or any such other investment scheme as this Hon'ble Court may deem fit and proper;
- (d) That pending hearing and final disposal of this application, Respondent No. 2 and Respondent No. 4 by themselves and their servants, agents or assigns or any other person claiming by, through or under them be

restrained by an order of permanent injunction of this Hon'ble Court from in any manner, directly or indirectly dealing with the security deposit lying with Respondent No. 4 and the movables lying in the said flat at Forest Castle at Pune;

- (e) That pending hearing and final disposal of this application, Respondent No. 2 and Respondent No. 4 by themselves and their servants, agents or assigns or any other person claiming by, through or under him be restrained by an order of temporary injunction of this Court from in any manner, directly or indirectly dealing with the security deposit lying with Respondent No. 4 and the movables lying in the said flat at Forest Castle at Pune;
- (f) For ad-interim / interim reliefs in terms of prayers (b), (c), (d) and (e) above;
- (g) For costs; and
- (h) For such further and other reliefs as the nature and circumstances of the case may require.

2. Respondent No. 1 has taken the premises viz. flat in a building at Forest Castle, Pune, on leave licence basis. Respondent No. 1 has entered into an agreement with the landlord on of 5th of

June, 2015. The period of licence was for 11 months from 10th June, 2015. The compensation payable by Respondent No. 1 herein was Rs.50,000/- per month. Respondent No. 1 has paid a security deposit of Rs.2,50,000/- for the said flat. Respondent No. 1 has left the country and informed the landlord that his licence stands terminated from the date of email letter dated 30th August, 2015. In the said letter he has mentioned that four months rent may be deducted from the security deposit, and he has further stated that he has given liberty to the landlord to retain / dispose off certain personal belongings as per his wish. Thereafter an FIR was lodged with Yerwada Police Station, and a panchanama of the articles lying in the flat was drawn on 17.10.2015.

3. The Applicant has filed this civil application seeking an order from his Court directing the landlord (Respondent No.4 herein) to refund the said amount of Rs.2,50,000/- and also to return the articles which are lying in the said flat.

4. Respondent No. 4 – landlord has filed an affidavit in reply. According to him, all the movable articles which are packed in

boxes were sent to the Applicant – wife in tempo. Secondly, learned counsel appearing for the landlord has submitted that landlord is willing to hand over two paintings, one vacuum cleaner, and yellow colour bulbs which were installed in the said flat, to the Applicant – wife. He has submitted that so far as security deposit is concerned, he has deducted Rs. 2,00,000/- which are payable towards compensation for a period of four months, and is ready to hand over Rs.50,000/- to the present Applicant, if a direction to that effect is given by this Court.

5. In our view, so far as security deposit is concerned, in leave and licence agreement there is a stipulation of six months lock-in period, and also a stipulation of payment of licence fee for every month on or before 7th day of each month, in advance, and as such Respondent No. 1 must have paid licence fee for the months of June, July and August, 2015. The landlord, in our view, is entitled to retain three further months' licence fee / compensation. Therefore, the contention of Respondent – landlord that he has received two months' compensation cannot be accepted.

6. Respondent No. 4 – landlord shall, therefore, refund an amount of Rs. 1,00,000/- without interest to the Applicant herein. The Respondent No. 4 – landlord shall also hand over the vacuum cleaner and two paintings to the Applicant. He may, however, retain the bulbs since the Applicant is not claiming the same.

7. There is some dispute regarding the articles, which are lying in the flat. Learned counsel for the Applicant submitted that the articles which are mentioned in Schedule-II of the leave and licence agreement are not claimed by her. He, however, submits that a panchanama was drawn by the police, and those articles which are not claimed by Respondent No. 4 may be handed over to the Applicant. We are informed that VDO recording was also done at the time of preparation of the panchanama. Without going into the controversy as to whether the articles have been received by the Applicant or not, we are of the view that both parties should sit together, go through the VDO recording and accordingly finally resolve the controversy once and for all.

8. At this stage, however, we are not giving any directions

to Respondent No. 4 – landlord to hand over any further articles. We, however, give the parties four weeks time to resolve the controversy.

9. Secondly, one car was seized by the police and the said car, viz. Tata Nano, is in their possession. We are informed that car in the premises is not part of the charge, which is levelled against Respondent No. 1, and as such, in our view, it is not necessary to ask the Applicant to apply to the concerned Magistrate for return of the car under Section 452 Cr. P. C. Police may hand over the said car on execution of personal bond of Rs. 50,000/- by the Applicant. So far as the issue of return of other articles is concerned, both parties shall not take a pragmatic approach and settle the issue once and for all. Civil application is accordingly disposed of in the aforesaid terms, with liberty.

10. In a group of matters, lead appeal being Family Court Appeal No. 172 / 2013, which are on today's board, we are informed that it is not possible to trace the location and find out the place where Respondent No. 1 is residing in Italy with his minor daughter, at the moment. We have, from time to time, given several directions to the

Union of India and the State Government. On every date, same explanation is given for non-compliance of those directions. Therefore, as a last chance we give four weeks time to the Union of India and the State Government to comply with the directions given by us. These group of matters be placed on board on 13th April, 2016 at 3.00 p. m.

Sd/-

[M. S. KARNIK, J.]

Vinayak Halemth

Sd/-

[V. M. KANADE, J.]