

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPLICATION NO. 519 OF 2024

Arun Sadashiv Banavali and Anr. ...Applicants  
*Versus*  
State of Maharashtra and Ors. ...Respondents

---

**Mr. Sahil Mahajan**, advocate for the Applicants.  
**Mr. Digvijay Rane**, advocate for Respondent No.2.  
**Mr. Hitesh Vyas** a/w. Mr. Rasik Raut, advocate for Respondent  
No.3.

---

**CORAM: MANJUSHA DESHPANDE, J.**

**DATED: 5 DECEMBER 2025.**

**PC:-**

1. Pursuant to the orders of this Court dated 19<sup>th</sup> August, 2025, wherein this Court has directed the Applicants to deposit an amount of Rs.30,000/- per month in the account of Respondent No.2, with effect from 06.05.2024, towards the rent.
2. This Court has passed an order on 14.11.2025, directing the Respondent No.2 to file an affidavit giving details about the rented premises for which rent is being paid to her alongwith the copy of leave and license agreement.
3. It is informed that accordingly affidavit has been filed by the respondent no. 2 on 26.11.2025. Copy of the affidavit is not placed before this Court alongwith the papers. However, the photocopy of

RAJESHRI  
PRAKASH  
AHER

Digitally signed by  
RAJESHRI PRAKASH  
AHER  
Date: 2025.12.16  
18:52:26 +0530

the said affidavit relied by respondent no.2 is given across the Bar, by the Respondent No.2 wherein the Respondent No.2 has stated on affidavit that she has rented premises at Thane for which she is to pay monthly rent of Rs.30,000/- and security deposit of Rs.1 lakh. The leave and license agreement which commences from 01.10.2025, is annexed to the affidavit.

4. The Applicants are raising objections by pointing out that this Court has infact directed the amount of Rs.30,000/- per month towards rent to be given to Respondent No.2, relying on her statement that she is residing in rented premises, this Court had directed to deposit rent with effect from 06.05.2024, but a leave and license agreement annexed to the affidavit shows that the agreement has commenced from 01.10.2025. Therefore, on the basis of misleading statement made by the Respondent No.2 this Court has passed an order directing to pay the rent of Rs.30,000/- per month. Therefore, cognizance of this conduct of Respondent No.2 needs to be taken by the Court.

5. The original copy of the affidavit shall be placed by the office alongwith the present Application and list the matter for further consideration on **18.12.2025**.

**(MANJUSHA DESHPANDE, J.)**