

S/L 8
13.08.2026
Court. No. 25
suwayan

WPA 1462 of 2026

Swarup Dey @ Swarup De & Ors.
Vs.
The Union of India & Ors.

Mr. Sourav Mondal
Mr. Arijit Bhuiya
Mr. Rony Mondal
Mr. Debarghyo Sil

...for the petitioners.

Mr. Goutam Dinda

...for the respondent no. 1.

Ms. Suchishmita Ghosh
Ms. Aradhita Banerjee

...for the respondent nos. 4 & 5.

Ms. Soni Ohja
Ms. Sambrita B. Chatterjee

...for the respondent nos. 6 & 7.

1. The grievance of the petitioners in the present writ application that the bank is ready to refund the amount subject to execution of indemnity bond by the petitioners but in the indemnity bond the condition which the bank has imposed is not acceptable to the petitioners.
2. Learned counsel appearing for the bank submits that the bank has directed the petitioners to execute the indemnity bond so that in future the petitioners shall not claim any further amount with respect of the said disputed amount.
3. Learned counsel appearing for the RBI submits that though the petitioners have made the complaint to the RBI but subsequently the complaint has been closed on the ground that the bank has informed the Ombudsman that the bank is ready to pay the amount of Rs. 28,01,241/- to the petitioners.

4. Heard the learned counsel for the respective parties.
5. This Court finds that in the indemnity bond the bank is intending to incorporate the following condition:

“2. That the Claimants declare that they have not filed with any government agency or court any type of action or report against ICICI Bank in relation to the Disputed Transactions except the abovementioned matters. The claimants agree to take whatever actions are necessary for dismissal/withdrawal or effect dismissal/withdrawal (by instructing their lawyers or otherwise) of the said Writ and the FIR or any other claims, complaints, suits, legal proceedings, whether existing or pending, in any jurisdiction against ICICI Bank.

7. That the Parties agree to keep terms of the present agreement confidential which shall not be disclosed to any third party and/or to media. However, maintaining of confidentiality as envisaged in this covenant shall be subject to the following exceptions:

I. ICICI Bank, if required, can produce and file this Agreement in any court of law where ICICI Bank is required to defend any civil or criminal action.

II. Where ICICI Bank is to institute any legal proceedings against any person but not limited to Mr. Bikram Choudhury for recovery of any amount, except the claimants; and

III. Where any party is required to produce this Agreement pursuant to any order of the court.

8. That breach of confidentiality of the present Agreement shall made defaulting party liable to compensate non-defaulting party for any loss or damages that may be caused or suffered by non-defaulting party pursuant to such breach.”

6. This Court finds that the total claim of the petitioners is Rs. 38 lakhs. Now the bank is ready to settle the dispute for total amount of Rs. 28,01,241/- and the petitioners are also ready and willing to accept the said amount being the full and final settlement amount. It is specifically stated by the petitioners on instruction that if the bank will pay the said amount of Rs. 28,01,241/-, the petitioners will not claim any further amount from the bank with respect of the total claim amount of Rs. 38 lakhs.
7. The bank intending to impose certain conditions as mentioned above. If the bank is going to settle the dispute with the petitioners and the petitioners are ready to accept the amount of Rs. 28,01,241/- being the full and final settlement, the condition which the bank intending to impose upon the petitioners by the way of indemnity bond is not justifiable and as such the bank is directed to pay the amount of Rs. 28,01,241/- to the petitioners on furnishing the indemnity bond by stating that;
 - (i) the petitioners will not claim any further amount other than the amount of Rs. 28,01,241/-,
 - (ii) the petitioners have received an amount of Rs. 28,01,241/- being the full and final settlement,
 - (iii) if in case any claim received by the bank with respect of the said amount from any third party, the petitioners will refund the said amount to the bank, if the third party

proved that the petitioners have received the said amount without any claim,

- (iv) as the petitioners have agreed to accept the total amount of Rs. 28,01,241/- being the full and final settlement, the petitioners will not initiate any further proceedings against the bank with respect of the remaining amount or any interest.

8. The petitioners are directed to furnish the indemnity bond within a period one week from date. If the petitioners submit the indemnity bond to the bank, the bank shall release the said amount immediately on receipt of the indemnity bond.
9. WPA 1462 of 2026 is disposed of.
10. Urgent photostat certified copies of this order, if applied for, be supplied to the parties upon compliance with all the necessary formalities.

(Krishna Rao, J.)