IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 25TH DAY OF MARCH, 2026

PRESENT

HON'BLE MRS. JUSTICE ANU SIVARAMAN

AND

HON'BLE MS. JUSTICE TARA VITASTA GANJU

REGULAR FIRST APPEAL NO. 576 OF 2023 (RES)

BETWEEN:

STATE BANK OF INDIA
T. DASARAHALLI BRANCH,
BHUVANESHWARI NAGAR,
BANGALORE - 560 057,
REPRESENTED BY ITS
BRANCH MANAGER.

...APPELLANT

(BY SRI. DHYAN CHINNAPPA, SR. COUNSEL FOR
SRI. MADHUR A. KALYAN SHETTY, ADVOCATE)

AND:

1. SAI GEETHA B.R,
W/O S.E UDDANNA,
AGED ABOUT 57 YEARS,

2. S.E. UDDANNA
AGED ABOUT 63 YEARS,
S/O LATE ERAJJAPPA,
BOTH RESIDENTS OF NO.52,
MARUTI KRUPA, 1ST MAIN,
3RD CROSS, SAHYADRI BALAGA,
SIDEDEHALLI,
SIDDESHWARA LAYOUT,

Digitally signed by
JAI JYOTHI J
Location: HIGH
COURT OF
KARNTAKA

BANGALORE - 560 073.

3. RAMYA G
AGED ABOUT 28 YEARS,
W/O LATE PAVAN U,

4. MASTER SARTHAK S P
AGED ABOUT 3 YEARS,
S/O LATE PAVAN U,
BEING MINOR BY
MOTHER AND GUARDIAN,
BOTH RESIDENTS OF MADDIHALLI,
HALAGALADDI POST, HIRIYUR TALUK,
CHITRADURGA DISTRICT.

5. BAJAJ ALLIANZ GENERAL
INSURANCE COMPANY LIMITED,
REGIONAL OFFICE AT BOMBAY-
PUNE ROAD, AKRUDI,
PUNE - 411 035,
HEAD OFFICE AT GESCO PLAZA,
AIRPORT ROD, YERAWADA,
PUNE - 411 006. MAHARASHTRA

REPRESENTED BY THE CLAIMS MANAGER,
HEALTH ADMINISTRTION TEAM.

6. ADITYA BIRLA CAPITAL LIMITED
(FORMERLY KNOWN AS BIRLA SUN
LIFE INSURANCE COMPANY LIMITED),
ONE INDIA BUILLS CENTRE, TOWER-1,
18TH FLOOR, JUPITER MILL COMPOUND
841, S.B.MARG, ELPHINSTONE ROAD,
MUMBAI - 400 013,
REPRESENTED BY ITS
AUTHORIZED SIGNATORY.

…RESPONDENTS

(BY SRI. TUMBIGI PRABHUGOUDA BASAVANTARAYAGOUDA, ADVOCATE FOR R1 AND R2;
SRI. THYAGARAJA S, ADVOCATE FOR R3 AND R4;
SRI. MANOJ KUMAR, ADVOCATE FOR R5;
R6 - SERVED)

THIS RFA IS FILED UNDER SECTION 96 R/W ORDER 41 RULE 1 OF CPC., AGAINST THE JUDGMENT AND DECREE DATED 15.11.2022 PASSED IN OS NO.4252/2020 ON THE FILE OF THE VIII ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, BENGALURU. PARTLY DECREEING THE SUIT FOR SEEKING SHARE IN THE DEATH RELIEF FUND AND INSURANCE AMOUNT.

THIS APPEAL, COMING ON FOR ORDERS, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORAL JUDGMENT

(PER: HON'BLE MS. TARA VITASTA GANJU)

1. This appeal seeks to challenge the Judgment and Decree dated 15.11.2022, passed in O.S.No.4252/2020 by the VIII Additional City Civil and Sessions Judge (CCH-15), Bengaluru (hereinafter referred to as the 'Impugned Judgment'). By the Impugned Judgment, the suit filed by Respondents No.1 and 2/plaintiffs seeking a share in the death relief fund and the insurance amount of deceased

Pavan U, was partly decreed and directions were passed declaring that the plaintiff No.1/respondent No.1 is entitled for 1/3rd share in the death benefits and insurance claims of deceased Pavan U.

2. The learned Trial Court has further directed that the share of the plaintiff No.1/respondent No.1 in the death benefits obtained by the respondent No.3/defendant No.1 from the Insurance Company, as well as its employer would be directed to be recovered from the Defaulting Officers of the appellant/bank or respondent No.3/defendant No.1 to the tune of Rs.28,33,333/-.

3. The brief facts of the case are that the respondent Nos.1 and 2/plaintiffs filed a suit against the defendant Nos.1 and 2 being O.S.No.4252/2020, before the learned Trial Court seeking half share in the death relief fund and insurance amount of their deceased son Pavan U. The deceased was working in a Private Firm as an Accounting Clerk and had died in a car accident. The appellant/bank

as well as the Insurance Company were also made parties to the suit. The death benefits of deceased Pavan U., were deposited in the appellant/bank and released in favour of respondent No.3/defendant No.1.

3.1 During the pendency of the suit, an application under Order XXXIX Rule 1 and 2 of the Code of Civil Procedure, 1908 [hereinafter referred to as the 'CPC'] came to be filed by the respondent Nos.1 and 2/plaintiffs. The learned Trial Court passed an order dated 18.09.2020 of injunction restraining defendant Nos.3 to 5 from releasing 50% of the death relief fund and insurance claim of deceased Pavan U. in favour of respondent No.3/defendant No.1. Despite the said order, amounts came to be withdrawn by respondent No.3/defendant No.1 by way of transfer to her account on 22.09.2020. It is on that basis, the learned Trial Court held that the appellant/bank had failed to comply with the order passed and consequently, by the Impugned Order, directed the appellant/bank to pay the sum of Rs.28,33,333/-(approximately) to the respondent

Nos.1 and 2/plaintiffs with liberty to recover the same from the concerned officer of appellant/bank or respondent No.3/defendant No.1.

4. Despite service, there is no appearance on behalf of respondent Nos.3 and 4. The appeal is contested by respondent Nos.1 and 2. The record reflects that by an order dated 11.04.2023, this Court granted interim protection to the appellant/bank against respondent Nos.1 and 2/plaintiffs, upon deposit of Rs.28.50 Lakhs, which amount was subsequently deposited. Subsequently, an amount of Rs.20,00,000/- was released in favour of the respondent No.1 by an order dated 09.09.2024, passed by this Court.

5. The learned Senior Counsel appearing for the appellant/bank submits that the appellant/bank is not impugning the decree to the extent of partition or share allotment between the parties. However, it is only aggrieved by the award of Rs.28,33,333/-

(approximately), which constitutes 2/3rd of the total amount deposited in the account of the respondent No.3/defendant. It is contended that the liability of the appellant/bank could only have been restricted to that part of the decree, which was after the appellant/bank was served with the injunction order dated 18.09.2020 at best. Since the interim order was passed by the learned Trial Court on 18.09.2020 and was communicated to the appellant/bank on 21.09.2020 and on 22.09.2020, the amount of Rs.40,00,000/- (Rupees Forty Lakhs) was withdrawn by respondent Nos.3 and 4, the liability could only be limited to the amounts withdrawn thereafter and only to the extent of the respondent No.1's entitlement, which is Rs.13,33,333.33, which is 1/3rd of Rs.40,00,000/- (Rupees Fourty Lakhs).

6. Learned counsel for the respondent Nos.1 and 2 /plaintiffs submits that the respondent Nos.1 and 2/ plaintiffs are entitled to 1/3rd share and not to half share since the respondent No.1 is the wife of the deceased and

the respondent No.2, the son. It is contended that the appellant/bank was aware of this at the time of filing of the suit. Thus, 1/3rd share of the entire amounts that were received in the bank *qua* the death benefits should be paid to the respondent Nos.1 and 2. However, despite the same, the appellant/bank permitted the withdrawal of amounts from time to time by respondent Nos.3 and 4. However, he does not deny the fact that the entitlement of the respondent Nos.1 and 2 is only to 1/3rd share of the amounts awarded and not the entire amount of Rs.40,00,000/- (Rupees Forty Lakhs).

7. The undisputed facts in the present case are that the respondent Nos.1, 3 and 4 were entitled to 1/3rd share each, of the death benefits of the deceased Pavan U. being his Class-I Legal Heirs under the Hindu Succession Act, 1956. It is also not disputed that interim order of stay granted by the learned Trial Court was only communicated to the appellant/bank on 21.09.2020. Since the amount of Rs.40,00,000/- (Rupees Forty Lakhs) was withdrawn by

respondent No.3 thereafter, the appellant/bank will be liable to make good the same. It is also not disputed that 2/3rd share of the amounts are to be paid to Respondent Nos.3 and 4 being the wife and minor son of the deceased. However, respondent No.1 believing her entitlement to 1/2 share has withdrawn Rs.20,00,000/- from the Court, pursuant to the deposit by the appellant/bank.

8. As stated above, pursuant to the directions passed by this Court, the appellant/bank has deposited Rs.28,50,000/- (Rupees Twenty Eight Lakhs Fifty Thousand) with this Court and the respondent Nos.1 and 2 have withdrawn an amount of Rs.20,00,000/- pursuant to the orders passed.

9. This Court agrees with the contention of the appellant/bank that the liability of the bank is to an extent of 1/3rd share. In addition, undisputably, only an amount of Rs.40,00,000/- was withdrawn after the injunction orders were passed by the learned Trial court. Thus, the

learned Trial Court could only have made the appellant/bank liable for 1/3rd of Rs.40,00,000/-, which is Rs.13,33,333.33, since the remaining is the entitlement of respondent Nos.3 and 4.

10. Accordingly, in view of the aforegoing discussions, this Court proceeds to pass the following:

ORDER

(i) The appeal is ***allowed***;

(ii) The Impugned Judgment dated 15.11.2022, passed in O.S.No.4252/2020, by the Learned VIII Additional City Civil and Sessions Judge, Bengaluru (CCH-15) is modified to the extent that the appellant/bank is made liable for 1/3rd share of the amount of Rs.40,00,000/- (Rupees Forty Lakhs), which was withdrawn on 22.09.2020 pursuant to the interim order dated 18.09.2020 passed by the learned Trial Court being Rs.13,33,333.33 (Rupees Thirteen Lakhs Thirty Three Thousand Three Hundred And Thirty Three And Thirty Three Paise);

(iii) The balance amount of Rs.6,66,666.67 (Rs.20,00,000 – Rs.13,33,333.33) shall be refunded by respondent Nos.1 and 2/plaintiffs to the appellant/bank within eight weeks;

(iv) The appellant/bank is at liberty to withdraw the amounts remaining with this Court inclusive of upto date interest;

(v) The respondent Nos.1 and 2/plaintiffs are at liberty to take all appropriate steps in accordance with law to recover their entitlement and to execute the decree already passed by the learned Trial Court;

(vi) No order as to costs;

(vii) All pending applications stand closed.

Sd/-
(ANU SIVARAMAN)
JUDGE

Sd/-
(TARA VITASTA GANJU)
JUDGE

SSD/YN
List No.: 1 Sl No.: 11