

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.13346 of 2010

=====

Dinesh Chandra Goyal, Advocate, Son of Late Ram Awtar Goyal, Resident of
Mohalla- Killa, P.O.- Sasaram, P.S.- Sasaram, District- Rohtas

.... Petitioner

Versus

1. The Bank of Baroda having its Head Office at Baroda Corporate Centre, Plot No.- C-26, G-Block, Bandra (Kurla Complex), Mumbai through its Chairman and Managing Director.
2. The Chairman and Managing Director, Bank of Baroda, Head Office At Baroda Corporate Centre, Plot No. - C-26, G-Block, Bandra (Kurla Complex), Mumbai
3. The Regional Manager, Bank of Baroda, Bihar Region 3rd Floor Anand Bihar, West Boring Canal Road, Patna
4. The Deputy Regional Manager Bank of Baroda, Bihar Region, 3rd Floor Anand Bihar, West Boring Canal Road, Patna
5. The Branch Manager, Bank of Baroda, Branch Office, Sasaram (Rohtas)

.... Respondents

=====

Appearance :

For the Petitioners : Mr. Devendra Kr. Sinha, Sr. Advocate
Mr. Bajarangi Lal, Advocate

For the Respondents: Mr. N.N. Ojha, Advocate

=====

CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 17-09-2015

The present writ petition has been filed for a direction to the respondent-Bank for payment of the maturity amount of the Fixed Deposit, vide Certificate No. A929/TD 82 No.014248 dated 12.09.1984, together with interest thereon.

2. Mr. D.K. Sinha, learned senior counsel appearing on behalf of the petitioner, submits that a sum of Rs. 25,000/- was deposited on 12.09.1984 with the respondent-Bank by the petitioner's grandfather by way of Fixed Deposit for a period of 78 months which was to mature on 12.03.1991 for a maturity value of Rs.

50,612.50. Learned senior counsel also invites attention to page No. 343, paragraph (vii) of the Book of Instructions issued by the respondent-Bank to its Branches (Annexure-B to the 2nd supplementary counter affidavit), according to which simple interest at savings bank rate would be admissible in respect of the overdue period of Fixed Deposit.

3. It appears that shortly before the date of maturity of the Fixed Deposit, the depositor died on 03.03.1991. However, the petitioner approached the Bank for being paid the maturity proceeds thereof together with interest and furnished all the documents required by the Bank in this behalf; such as dependency certificate, FDR certificate, voter identity card, disclaimer certificate from his brother etc. but no payment was made thus necessitating filing of the present writ petition.

4. Learned counsel for the respondent-Bank, on the other hand, invites attention to the terms and conditions of the Fixed Deposit, condition no.5 whereof stipulates that interest on deposits ceases at maturity of the receipts. It is further submitted that the petitioner has approached the respondent-Bank after considerable delay without explanation for such delay and as such, the Bank ought not to be held liable for making payment of interest in respect of the overdue Fixed Deposit. As far as the maturity amount of the Fixed

Deposit itself is concerned, however, the Bank would not resist for payment of the same.

5. Having regard to the stand of the parties and on consideration of the materials on record, in the interest of justice, this Court directs the Branch Manager, Bank of Baroda, Branch Office, Sasaram (Rohtas) (respondent no.5) to make payment of the maturity proceeds of Rs. 50,612.50 with respect to the Fixed Deposit in question to the petitioner which, in view of the consent letter given by the petitioner's brother dated 11.09.2008, shall constitute valid discharge for the Bank in respect of such payment to the petitioner. Such payment should be made within a period of two weeks from the date of receipt/production of a copy of this judgment along with original certificate of the Fixed Deposit duly discharged.

6. As regards the petitioner's claim for interest on the overdue period of Fixed Deposit, he shall be at liberty to file a representation before the respondent no.5 which, if filed within the aforesaid period, shall be disposed of in accordance with law by respondent no.5 without undue delay.

7. The writ petition stands disposed of.

(Vikash Jain, J)

B.T/-

U			
---	--	--	--