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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 1392/2015**

BIMLA KAUR SAINI

..... Petitioner

Through: Mr. Munish Tyagi, Advocate

versus

UCO BANK AND ORS.

..... Respondents

Through: Mr. Sarfaraz Khan, Mr. Ataur Rahman
and Mr. Khairul Hussain, Advocates for R-1.

Mr. Ajay Shanker, Advocate for R-2.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

21.02.2017

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1. On the last date of hearing, i.e., on 19.12.2016, the petitioner was directed to file the process fee for effecting service on the respondent No.3 by registered post as also through electronic mode and an affidavit of service was also directed to be filed.
2. Counsel for the petitioner states that the petitioner does not have the e-mail ID of her husband, the respondent No.3, who is a permanent resident of USA. As far as the notice issued to the respondent No.3 by registered post is concerned, the Registry reports that the said respondent remains unserved with the report "unable to forward".
3. The order directing the petitioner to serve the respondent No.3 afresh was issued by way of abundant caution. It may be noted that the respondent No.3 was duly served in the petition, as would be apparent from a perusal of

the letter dated 26.06.2016 addressed by him to the Registrar General, stating *inter alia* that he could not travel to India due to medical problems. Respondent No.3 had requested for a period of six months to visit India and split the maturity value of the FDRs with his wife, the petitioner herein in equal share.

4. The period of six months reckoned from 26.06.2016, would have expired by the end of January, 2017. However, the respondent No.3 has failed to enter appearance.

5. Counsel for the petitioner states that even as per the letter issued by the respondent No.3, the petitioner is entitled to 50% of the maturity value of the FDRs. He however contests the stand taken by the respondent No.3 in the letter dated 26.06.2016 that he is entitled to 50% of the maturity value of the FDRs.

6. Counsel for the respondent No.2/PNB states that the FDR for a principal sum of Rs.87,900/- was issued jointly in favour of the petitioner and the respondent No.3 on 04.09.2008 and its maturity on 04.09.2011, was extended from time to time. Now, the maturity date of the said FDR is 04.06.2017.

7. Counsel for the respondent No.1/UCO Bank states that he is not in a position to inform the Court as to whether the six FDRs, details whereof have been furnished in para 8 of the writ petition have been renewed from time to time. He states that he is unable to assist the Court as he has not obtained instructions on this aspect.

8. The counter affidavit filed by the respondent No.1/UCO Bank is equally vague. As the amounts deposited jointly by the petitioner and the respondent No.3 in six FDRs with the respondent No.1/UCO Bank would

have matured on dues dates and in all this period, the monies have remained with the Bank, it shall have to be assumed the said FDRs have been renewed from time to time on an automatic renewal mode.

9. Having regard to the fact that the respondent No.3 has in his letter dated 26.6.2016 has expressed his willingness to split the maturity value of the FDRs lying with the respondent No.1/UCO Bank and respondent No.2/PNB, as detailed in paras 11 and 12 of the petition, with the petitioner on a 50:50 basis, it is deemed appropriate to direct the respondents No.1 and 2 to release 50% of the updated maturity value of the FDRs in question, in favour of the petitioner. The balance 50% amount shall be retained by the respondents No.1 and 2 and placed in an interest bearing account to be renewed on an automatic mode, as per the rate applicable to senior citizens. The respondents No.1 and 2 shall continue to retain the said FDRs till the petitioner and the respondent No.3 jointly approach them for release of the said FDRs. In the alternate, the said FDRs shall be released on either party approaching the Bank with appropriate orders passed by a competent court for disbursal of the said amounts.

10. The petition is disposed of. Parties are left to bear their own expenses.

HIMA KOHLI, J

FEBRUARY 21, 2017

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