

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CWP No.4910 of 2017 (O&M)

Date of decision: 01.10.2018

Surjit Singh Bedi

...Petitioner(s)

Versus

The Registrar Cooperative Societies, Punjab and others

...Respondent(s)

CORAM: HON'BLE MR.JUSTICE JITENDRA CHAUHAN

Present: Mr. Arshdeep Miglani, Advocate for
Mr. G.S. Simble, Advocate for the petitioner(s).

Ms. Monica Chhiber Sharma, Sr. DAG, Punjab.

Mr. Sukhbeer Singh, Advocate
for respondent Nos. 2 & 3.

Jitendra Chauhan, J. (Oral)

By way of the present petition, the petitioner seeks issuance of directions to the respondents to issue cheque book in favour of the petitioner and release the amount as per requirement of the petitioner on the basis of cheque submitted for encashment.

The petitioner retired as Assistant Manager from the respondent bank and is having savings bank account. He purchased FDR for Rs.15 lakh and Rs.5 lakh respectively out of his retiral benefits. The maturity amount of the same stands transferred in his savings bank account. It is asserted that the petitioner had requested the respondent to issue cheque book, however, his request was not acceded to due to which he could not withdraw the amount from the bank. Hence the present writ

petition.

On the other hand, learned counsel for respondent No.1 states that the petitioner is having bank account with the respondent Nos.2 and 3, the bank, therefore, they are the only competent authorities to issue the cheque book.

Per contra, learned counsel for respondent Nos.2 & 3 submits that the petitioner retired from the respondent bank on 30.04.2012. Thereafter, he was appointed on contract basis through outsource agency and during that tenure, he along with other officials of the bank had allegedly embezzled an amount of Rs.2,39,14,480/-, out of which, the petitioner had made payment of Rs.56,80,000/- to the Kissan Credit Card holders who were members of the Multi Purpose Cooperative Agricultural Societies without any pay order from the Branch manager. The recovery proceedings have already been initiated against the petitioner by the bank which is pending before the competent authority, therefore, the cheque book has not been issued to the petitioner.

Heard.

It is to be noticed that the petitioner who retired as Assistant Manager from the respondent bank has allegedly embezzled a huge public money without any pay order or direction from the higher authority. The bank has raised reference of disputes for the recovery of embezzled amount which is stated to be pending before the Deputy Registrar, Cooperative Societies, Gurdaspur. The amount lying in the savings bank account of the petitioner has been retained by the bank in

view of Section 171 of the Contract Act, 1872 which reads as under:-

171. General lien of bankers, factors, wharfingers, attorneys and policy brokers – bankers, facts wharfingers, attorneys of a High Court and policy brokers may, in the absence of a contract to the contrary, retain as a security for a general balance of account, any goods bailed to them; but no other persons have a right to retain, as a security for such balance, goods bailed to them, unless there is an express contract to that effect.”

As per record, the Bank has already moved an application for attachment before award under section 65 of the Act. Keeping in view the allegations against the petitioner, this Court finds no merit in the instant petition and the same is hereby dismissed.

01.10.2018

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(JITENDRA CHAUHAN)
JUDGE

Whether speaking/reasoned :	Yes	No
Whether Reportable :	Yes	No