THE HON'BLE SRI JUSTICE P. NAVEEN RAO

WRIT PETITION No.36304 OF 2017

Date:24.01.2019

Between:

Harish Rawtani, S/o. Late R.Ramchand,
Aged 52 years, Occ: Business, R/o.1205,
A-Block, Aparna Towers, Kondapur,
Hyderabad .. Petitioner

And

IDBI Bank ltd., having its registered
Office at IDBI Tower, WTC Complex,
Cuffe Parade, Colaba, Mumbai 400005
Rep., by its Managing Directo and others .. Respondents

The Court made the following:

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ORDER:

Heard learned counsel for the petitioner.

2. Petitioner holds bank accounts bearing Nos.0002104000527095, 0002102000058539, 028102000008860, 028102000003490, 002102000028501 and 002102000050032 with the respondent – Bank. It appears, on 01.07.2017, petitioner obtained two Demand Drafts (DDs.), each D.D. valued at Rs.6,00,000/- in favour of G. Srinivas and Smt.Sujatha, from the respondent - Bank. On 03.07.2017, petitioner requested for cancellation of D.Ds. On his request, the D.Ds. were cancelled in September, 2017 and indemnity bond was obtained from the petitioner against the claim made by third parties with reference to two D.Ds. It appears, the persons in whose favour D.Ds. were earlier taken on by the petitioner lodged complaint with the Ombudsman against the respondent – Bank alleging that the Bank is not honouring the D.Ds. presented by them. On receiving the notice from the Ombudsman, the respondent – Bank called the petitioner on 18.09.2017 to explain the reason why duplicate D.Ds. were not taken by him. Not satisfied with the explanation offered by the petitioner, the respondent – Bank marked lien on the petitioner's bank accounts till proper explanation is received and documents are provided to the respondent – Bank.

3. This Writ Petition is filed seeking to declare the action of the respondent – Bank in preventing the petitioner from operating the

accounts, referred to above, by marking lien on the said accounts as illegal and unconstitutional.

4. According to learned counsel for the petitioner, in fact, the issue is amicably settled subsequently. Petitioner has obtained two other D.Ds. for an amount of Rs.6,00,000/- each in the name of G. Srinivas and Smt. Sujatha respectively from the State Bank of Hyderabad and the said D.Ds. were given to the respective persons and they enchased the same and there is no more dispute between the petitioner and those two persons. He would also submit that on enquiry with the Ombudsman, petitioner was informed that the complaint was closed and no matter is pending with the Ombudsman. Learned counsel further submits that originals of the D.Ds. given to him are available with him and is willing to submit the same to the respondent – Bank and on such submission, the respondent – Bank may be directed to defreeze the accounts of the petitioner and permit him to operate the same.

5. In the counter affidavit, it is averred that petitioner informed the respondent – Bank that two D.Ds. were lost by him. Accepting in good faith the plea of losing the D.Ds., the respondent - Bank cancelled the said D.Ds. and requested the petitioner to take duplicate D.Ds. But, the petitioner did not take the duplicate D.Ds. Later, those two cancelled D.Ds. were presented for clearing by the payees and thereafter complaint was received from the banking Ombudsman alleging non-payment of the D.Ds. amount by the respondent – Bank. In paragraph No.11 of the counter affidavit, it is deposed that respondent – Bank is inclined to close the matter, if explanation is furnished by the petitioner and

cancelled D.Ds. are returned. It is further stated that in view of the crystallized liability over the Bank, unless beneficiary relinquished his/her right against the Bank in respect of the said D.Ds., accounts cannot be defreezed.

6. Having regard to the stand of learned counsel for the petitioner that the issue is amicably settled and no further claims are made by G. Srinivas and Smt. Sujatha and that the original D.Ds. available are to be presented to the respondent – Bank, the Writ Petition is disposed of granting liberty to the petitioner to present two D.Ds. to the respondent – Bank. Petitioner shall file an affidavit/explanation as sought for by the respondent – Bank to the effect that the issue has been amicably settled with the two persons in whose favour D.Ds. were drawn earlier and no other claims are pending with them. If the respondent – Bank satisfies with the explanation offered by the petitioner, it may accept two D.Ds., which were cancelled, and defreeze the bank accounts of the petitioner within two weeks from the date of receipt of submission of affidavit and D.Ds. There shall be no order as to costs. Pending Miscellaneous Petitions, if any, shall stand closed.

P. NAVEEN RAO, J

Date:24.01.2019

Note:- Issue C.C. in one week.
(B/o)
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