

31-03-2022
sl. 63
Court No. 13
pk

WPA 15885 of 2021

Biswajit Sahoo
Versus
Punjab National Bank and others

Mr. U. K. Jana,
Mr. A. K. Chakraborty
...for the petitioner.

Md. N. Rahber,
Ms. Anjana Mehebub
... for the respondents.

The respondent/bank is represented. It is submitted that Rs.9,98,739.84 is payable to the Bank by the writ petitioner. The bank has frozen the salary account to recover such dues.

This Court notes that the action of the bank is *ex facie* illegal. The bank cannot *suo motu* freeze or attach any accounts of any customer for repayment of its dues. The letter of lien cannot cover the other accounts of the petitioner, under special charge.

This Court notices that the banker's lien under Section 171 of the Contract Act and the particular agreement between the petitioners and the Bank cannot be applied to specific other accounts of the petitioner, where there is no mandate given to the bank specifically permitting such lien.

This Court is of the view that unless the salary account is specifically assigned, or charge over the same is created in favour of the bank, the bank cannot, in exercise of the aforesaid clause or under power of general lien under Section 171 of the Contract Act, attach the salary account.

In view of the fact that the salary of a person may be the sole source of income or sustenance, the bank shall immediately defreeze the petitioner's salary account.

The bank always has a right to approach the appropriate civil forum, to obtain orders of attachment of such salary account, if needed.

With the aforesaid observations, the writ petition is disposed of.

(Rajasekhar Mantha, J.)