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26.09.2023
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IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

W.P.A. No. 14485 of 2023

Sutapa Chanda
Vs.
Indian Bank & Anr.

Ms. Anupa Banerjee,
Mr. Dipanjan Dey,
Ms. Shreyasi Manna
...for the petitioner

1. Affidavit-of-service filed in Court today be kept on record.
2. It transpires from the affidavit of service that due to some unknown reason, which is not intelligible, the respondent no. 1 has attempted to fend off the service of the copy of the writ petition sought to be effected on it. In view of such refusal, however, it is deemed that the respondents have been properly served. The writ petition is taken up for hearing.
3. The petitioner was an employee of one M/s. Bally Exports Limited.
4. As per annexure-P-1, at page 21 of the writ petition, the said employer of the petitioner wrote to the petitioner that its business is not adequate and is sliding with time and, as such, the petitioner was being retrenched with

immediate effect. In the said letter dated July 15, 2020, it was further indicated that the legal terminal dues of the petitioner would be paid to the petitioner as soon as possible.

5. At page 22 of the writ petition, a break up of the terminal benefit of the petitioner is annexed, which indicates that the total amount due to the petitioner from her erstwhile employer is Rs.10,47,923/-.
6. Surprisingly, the petitioner's bank account, held with the respondent no. 1-bank, was subsequently frozen.
7. In the meantime, however, the petitioner had already made transactions with the amount deposited by her erstwhile employer in her salary account, in lieu of part satisfaction of the terminal benefits which the petitioner was entitled to get from her employer.
8. Upon the petitioner communicating with the bank about the same, vide a communication by e-mail dated March 13, 2023, annexed at page 26 of the writ petition, the respondent no. 1-Bank intimated the petitioner that the Savings Bank Account of the petitioner was being frozen since the account of the petitioner's erstwhile employer M/s. Bally Exports Limited was

marked as NPA (Non-Performing Asset) at its branch.

9. Hence, the basic premise of the freezing, as reflected from the communication of the respondent no. 1-Bank itself, is that the account of the erstwhile employer of the petitioner had been marked as NPA.
10. Citing such flimsy ground, the petitioner's legitimate dues from her employer, which had already been transferred to the petitioner's account and was being used by the petitioner for other transactions, was sought to be encumbered by freezing the petitioner's account.
11. Nothing whatsoever is disclosed in the communication of the bank to indict the petitioner or cast any aspersion on the petitioner as regards whatever might have been the rift between the erstwhile employer of the petitioner and the respondent no. 1-Bank.
12. Even if the erstwhile employer's account was marked as NPA, such marking does not *ipso facto* confer any right on the respondent bank to freeze the account of the petitioner, which is held in her own name and is the salary account of the petitioner with her erstwhile employer.

The bank does not have any claim against the petitioner at all.

13. In such view of the matter, the freezing of the petitioner's account by the respondent no. 1-Bank is palpably arbitrary, *de hors* the law and without any reason whatsoever.

14. Hence, W.P.A. No. 14485 of 2023 is allowed, thereby directing the respondent no. 1-Bank to immediately de-freeze the savings bank account held by the petitioner with the respondent no. 1-Bank by acting on the communication of the learned advocate for the petitioner, coupled with a server copy of this order, without insisting upon prior production of a certified copy thereof.

15. There will be no order as to costs.

16. Urgent photostat certified copies of this order, if applied for, be made available to the parties upon compliance of all necessary formalities.

Sabyasachi Bhattacharyya, J.