

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
NOTICE OF MOTION NO.103 OF 2019
IN
PETITION NO.1855 OF 2014**

Mohit Ramchand

... Applicant (Orig Petitioner)

In the matter between

Mohit Ramchand

... Applicant (Orig Petitioner)

V/s.

The Chief Manager, Indian Overseas Bank,
Breach Candy Branch & Anr.

... Respondents

Mr. Neel Gala with Ms. Divya Trivedi for the Applicant/Petitioner.

Ms. Kalyani Wagle i/by T. N. Tripathi & Company for Respondent No.1.

CORAM : ARIF S. DOCTOR, J.

DATE : 28TH APRIL 2023

P.C. :

1. The present Notice of Motion has been taken out seeking directions to Indian Overseas Bank to release the entire 50% balance amount with interest due thereon lying in the Saving Bank Account No.022201000000734 and Fixed Deposit Receipt Account No.022204411300083 in respect Customer I. D. Number 1487006.

2. Learned Counsel for the Applicant submits that the said Customer I. D. Number pertains to one Bhagwanti Khiomal Asnani. Learned Counsel submits that this Court, by the order dated 31st July 2015 granted the Applicant Letters of Administration in respect of the last Will and Testament of said Bhagwanti Khiomal Asnani. It is thus based on the ground of grant of Letters of Administration, the Applicant claims the said amount mentioned in both the aforesaid accounts.

3. Learned Counsel for Respondent No.1 filed the Affidavit dated 05th April 2023, in which the Respondent has stated in Paragraph 5 as follows :-

“5. I say that the Respondent Bank is ready and willing to release balance 50% amount in favour of the Applicant provided the Applicant submits Letters of Administration in respect of Ms. Sulachini Virumal Mankani as is specifically mentioned in letter dated 4th April 2016 (Ex-A to Notice of Motion). I say that both the accounts are joint accounts maintained by the Respondent Bank in the name of Late Mrs. Bhagwanti Khoimal Asnani and Ms. Sulachini Virumal Mankani.”

4. Learned Counsel for Respondent No.1 submits that the said Account was a joint account maintained by the Respondent-Bank in the names of both, viz., Bhagwanti Khoimal Asnani and one Sulachini Virumal Mankani.

5. Learned Counsel for the Applicant invites my attention to the letter dated 28th October 2002, which is for addition/deletion of name to Saving Bank Account No.734, which admittedly was in the name of said Bhagwanti Khoimal Asnani. He points out from the said letter that said Bhagwanti Khoimal Asnani by virtue of the same had only requested the addition of the name of Sulachini Virumal Mankani as a nominee and not as a joint account holder and it was thus only for convenience.

6. I have heard learned Counsel for the parties, perused the Notice of Motion and find that there is not in dispute the fact that the Applicant is the holder of Letters of Administration in respect of the properties and credits of said Bhagwanti Khoimal Asnani. There is also not in dispute that the said bank accounts were in the name of said Bhagwanti Khoimal Asnani. In my view, the letter dated 28th October 2002 shows that the name of Sulachini Virumal Mankani is added only for convenience and not as the joint account holder. However, I find that the following order shall meet the interest of justice. Hence, the order :-

- (i) Notice of Motion No.103 of 2019 is allowed in terms of prayer clause (a) to the Notice of Motion. However, the release of the said amount shall be made, subject to the Applicant furnishing the Respondent-Bank an

indemnity in the format required by the Bank and to the satisfaction of the Chief Manager of the Bank and that the Applicant shall keep deposited 50% of the said amount in a separate bank account with Respondent-Bank for a period of two years and shall not deal with the same.

- (ii) In view thereof, the Notice of Motion is accordingly disposed of.

(ARIF S. DOCTOR, J.)