12.08.2024
Sl. No.39(ML)
srm

**W.P.A. No. 11412 of 2024**

**Sri Dipak Kumar Khan & Anr.**

**Versus**

**The Indian Bank (erstwhile Allahabad Bank) & Ors.**

Mr. Srijib Chakraborty,
Mr. Aditya Mondal
…for the Petitioners.

Mr. Om Narayan Rai,
Mr. Shiv Mongal Singh
…for the Respondent/Bank.

Mr. Gautam Basu
…for the State-respondents.

Affidavit-of-service is taken on record.

The petitioners pray for quashing of the steps taken by the bank by imposing lien over accounts of the petitioners and the the fixed deposits which are detailed as follows:

| Sl no | Account No | Depositors name | Share to be realised |
|---|---|---|---|
| 1 | 484834456 | Purnima Khan/Dipak Kumar Khan/Srabasti Khan | 1/3rd of the value |
| 2 | 6615614910 | Purnima Khan/Dipak Kumar Khan/Srabasti Khan | 1/3rd of the value |
| 3 | 6622135734 | Srabasti Khan/Purnima Khan | 50% of the value |
| 4 | 6824793114 | Purnima Khan, Dipak Kumar Khan and Srabasti Khan | 1/3rd of the value |
| 5 | 0914409604 | Dipak Kr. Khan/Purnima Khan/Srabasti Khan | 1/3rd of the value |
| 6 | 6914446024 | Purnima Khan/Dipak Kr Khan/Srabasti Khan | 1/3rd of the value |
| 7 | 6928717840 | Dipak Kr Khan/Purnima Khan/Srabasti Khan | 1/3rd of the value |

The bank has exercised the power of lien on a *pro rata* basis in respect of the savings and fixed deposit accounts on the ground that Mrs. Srabasti Khan Ganguly, one of the joint holders, had taken a loan from the bank along with her ex-husband and had not repaid. The loan became an NPA and the bank had decided to realise the amount also from the accounts on *pro rata* basis.

Mr. Srijib Chakraborty, learned Advocate appearing on behalf of the petitioners, submits that the money belongs to the petitioners. The daughter was included only in 2018 as one of the joint holders, i.e. after the divorce. The bank did not take into consideration the fact that once the divorce had come through, the relationship between the husband and the wife severed and the wife was not responsible to pay back the amount. Further contention is that the bank had already put up the property for sale and the proceeds could be written off against the outstanding dues.

The learned Advocate for the bank submits that the bank has exercised the banker's lien on *pro rata* basis. Three persons were holders of the accounts and fixed deposits. They were only seeking lien to the extent of share of Mrs. Srabasti in these accounts and will not take any steps against the petitioners. It is next contended that Mrs. Srabasti Khan Ganguly was a coborrower and had equal responsibility to pay back the loan. The divorce between the husband and the wife would not change the scenario in so far as the agreement between the bank and the borrowers is concerned.

Having heard learned Advocates for the respective parties, this Court finds that the bank has the right to exercise the bankers' lien on any of the deposits of Mrs. Srabasti who was co-owner and admittedly the loan account was declared NPA. A suit is also pending before the Debts Recovery Tribunal at the instance of the bank. The sale proceeds does not cover the entire loan amount as on date.

I do not find any illegality in the action of the bank in keeping the fixed deposits on hold. The proportionate money of the petitioner in the accounts and the fixed deposits shall not be deducted or withdrawn by the bank. The petitioners shall approach the bank for resolution of the issue as to how their money can be released upon securing the portion/share of the borrower. If such approach is made, the bank will act accordingly, and cooperate. The petitioners can also be added in the proceedings and make necessary prayers before the Debts Recovery Tribunal.

The writ petition is, thus, disposed of.

There shall be no order as to costs.

Parties are directed to act on the basis of the server copy of this order.

**(Shampa Sarkar, J.)**