31.07.2024
Court No.09
Item no.57
CP/GB

WPA No. 18160 of 2024

Anindya Pal
Vs.
The Reserve Bank of India & ors.

Mr. Abhratosh Majumder, Sr. Advocate
Mr. Debanik Banerjee
Mr. Sayan Sinha
Mr. Debrup Bhattacharya
Mr. Adil Naser
....for the petitioner.

Mr. Abhilash Chatterjee
......for the respondent no.4.

Ms. Aparajita Rao
Ms. Swastika Roy

.....for the respondent no. 2.

The petitioner's allegation is that the bank authorities have illegally frozen the account of the partnership firm, viz, M/s. Alolika, Bharat Gas Distributor, which was maintained with the State Bank of India, Kona, Howrah.

Mr. Majumder, learned senior advocate appearing for the petitioner, submits that debit freezing was not permitted under the RBI Regulations. Debit freezing could be done only on receipt of a complaint for statutory non-compliances or if the account holder failed to update the KYC.

The learned advocate for the bank submits that on a complaint received from one of the partners, the step was taken. The partner, who is the respondent no.4, complained that payments were being made from the said account via online transactions from a personal mobile phone, and not the registered phone of the firm. Thus, the bank acted in good faith to protect the money from being siphoned off from the account of the partnership firm.

The learned advocate for the respondent no.4 submits that since 2014, accounts had not been supplied to the said respondent. Most of the online transactions were not authorized by the other partner. The money was being siphoned off.

Having heard the learned advocates for the respective parties, this Court is of the view that the private dispute between the petitioner and the respondent no.4, cannot be decided in this proceeding and the bank cannot be unnecessarily dragged into the proceeding by either party, when the dispute continues with regard to the monetary claim they have in the business.

However, the Court cannot ignore the fact that the account is in the name of the partnership firm. Payments are being made from the said account, for procurement of gas cylinders. The partnership firm is a distributor of Bharat Gas. Thus, the freezing of the account would cause unnecessary harassment to the consumers and the firm may also run the risk of losing the dealership, if such account cannot be used. Moreover, if the problem between the partners surface to an extent that the transactions suffer, Bharat Petroleum Corporation Limited may find it unwise to allow the partnership firm to continue as its distributor.

Thus, in order to protect the consumers and also to balance the equities, this Court directs that all payments from the said account shall be made through RTGS and both the partners, that is, the petitioner and the respondent no.4 shall be signatories. This Court records the undertaking given by the respondent no.4 that he shall affix his signature on the document without raising any dispute with regard to the business. The parties can resolve their disputes by filing a civil suit. The business should not suffer on account of non-cooperation by either of the parties. The bank is directed to defreeze the account.

Accordingly, the writ petition is disposed of.

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

(Shampa Sarkar, J.)