

15th May,
2024
(AK)
45

W.P.A 25512 of 2023

Tanmoy Mitra
Vs.
Indian Bank and others

Mr. Manoj Kumar Roy
...for the petitioner.

Mr. Shiv Mangal Singh
...for the respondent nos. 1, 2 & 3.

Ms. Subhasri Chatterjee
Ms. Anushka Biswas
... for the respondent no.4.

1. The present writ petition is *ex facie* frivolous.
2. The petitioner-husband is in litigation with the respondent no.4-wife. Such litigation is pending before a matrimonial civil court.
3. During pendency of the litigation, the petitioner has sought for the Bank to stop the existing mode of operation of the Bank locker as joint-holder and prays for a writ of mandamus on the Bank that the mode of operation be changed to single basis either by respondent no.4 or by the petitioner after the opening or break-up and taking out the articles/items contents of the Bank locker.
4. Apparently, although the prayer is unhappily drafted, the petitioner seeks that the locker be opened in the presence of the petitioner as well as

the private respondent and the contents thereof distributed between the parties.

5. Learned counsel for the petitioner places reliance on Section 45(Z)(E) of the Banking Regulation Act, 1949 and Clauses 6.1.2 and 6.2.3 of the safe deposit locker/safe custody, article facility provided by the Banks - Revised Instructions of the Reserve Bank of India dated August 18, 2021 in support of his contentions.
6. Heard learned counsel for the parties.
7. Learned counsel for the respondents opposes the prayers of the petitioner.
8. Upon hearing learned counsel for the parties, it is found from a scrutiny of the provisions of law cited by the husband/petitioner that those are entirely irrelevant for the present purpose.
9. Section 45(Z)(E) of the 1949 Act provides for release of contents of safety lockers.
10. Sub-Section (1) thereof starts with the expression "Where an individual is the sole hirer of a locker from a banking company...".
11. Hence, the rest of the provisions follow from the said sub-Section and deal clearly with a situation where one individual is the sole hirer of a locker from a Bank and not a situation where two parties are joint locker holders or account holders as in the present case.

12. Insofar as the Clauses of the Reserve Bank of India instructions dated August 18, 2021 are concerned, Clause 6.1.2 is prefaced by the previous Clause, that is, Clause 6.1.1.
13. Clause 6.1.1 stipulates that if the key of the locker, supplied by Bank, is lost by the locker-hirer, the customer shall notify the Bank immediately.
14. The subsequent processes in Clause 6.1 all deal with such a scenario and do not apply to the present case at all.
15. Clause 6.2 deals with attachment and recovery of contents in a locker and the articles in the safe custody of the Bank by any law enforcement authority.
16. Clause 6.2.3 under it provides that the Bank may also record a video of the breaking open process.
17. In the present case, however, no order of attachment or recovery has been passed by any law enforcement authority or court.
18. Thus, the entire prayer in the writ petition is not only misplaced but harassive, made in order to vex the respondent no.4 who is the wife of the petitioner, in the backdrop of the matrimonial pending between the two.
19. The remedy, if any, regarding the matrimonial joint property of the parties lies in an application before

the competent civil court where the matrimonial suit is pending.

20. The writ court has no business in going about issuing writs of mandamus as prayed for herein.
21. Thus, this court is of the opinion that the writ petition is vexatious and the petitioner ought to be saddled with token costs.
22. Hence, WPA 25512 of 2023 is dismissed on contest with costs of Rs. 20,000/- to be paid by the petitioner to the respondent no.4 within a fortnight from date.
23. Urgent photostat copies of this order, if applied for, be given to the parties upon compliance of all requisite formalities.

(Sabyasachi Bhattacharyya, J.)