04.12.2025
Court No.25
D/L No.5
S. Gayen

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

WPA 11482 of 2023

Ghosh Construction & Anr.
Versus
Bank of Baroda & Ors.

Mr. Pingal Bhattacharyya
Ms. Soumita Ghosh
...for the Petitioners

Mr. Suchayan Bandyopadhyay
Mr. S.K. Banerjee
...for the Respondents

1. The petitioners have filed the present writ application being aggrieved and dissatisfied with the action of the respondent No.4, the Chief Manager, Bank of Baroda, Asansol Branch by not allowing the petitioner to withdraw the fixed deposit amount of Rs. 8,18,479/- being fixed deposit Ac. No. 00430300019264 which is matured on 30th December, 2022.

2. Learned counsel appearing for the bank/respondents submits that in the year 2012 the petitioner namely, Ghosh Construction has obtained cash credit facilities from the respondent No.3. As the petitioners failed to pay the loan amount, the loan account of the petitioners was declared as NPA on 27th July, 2017. Thereafter, the bank has initiated proceeding against the petitioners for recovery of amount of Rs.

80,21,754.50/- along with interest. Subsequently the bank has initiated proceeding before the Debt Recovery Tribunal and during the pendency of the proceeding before the Debt Recovery Tribunal, the matter was settled between the parties and accordingly the land along with the structure standing at Plot No. 758, Khaitan No. 119, JL No. 22 in the Sub-District Asansol, District Paschim Bardhaman was sold by the bank on auction and realized the total due amount. After selling the property of the petitioners, the bank has issued the sale certificate in favour of the auction purchaser but the auction purchaser has made a complaint that the petitioners are disturbing the auction purchaser due to which the bank is not released the fixed deposit.

3. Heard the learned counsel for the respective parties and perused the materials on record. This Court finds that the bank has realized the total loan amount along with interest after selling the property of the petitioners and the property of the petitioners has been sold to the auction purchaser by issuing the sale certificate. The purchaser of the property in question has filed a civil suit before the learned Civil Judge (Junior Division), 3rd Court, Asansol being Title Suit No. 49 of 2029, in which, the allegation has been made by the purchaser against the petitioners that the petitioners are disturbing the possession of the purchaser.

4. This Court finds that the petitioners have obtained loan from the bank and the petitioner failed to repay the amount and accordingly the loan account of the petitioners has declared as NPA. After the proceeding initiated by the bank, the matter was settled and the bank sold the land and the structure standing thereon of the petitioners and realized the total loan amount.

5. As regards the dispute of the purchaser and the petitioners is no way connected with regard to the fixed deposit which is lying in the bank. The bank has already realized the total loan amount by selling the property. Accordingly, this Court did not find any justification by keeping the fixed deposit amount of Rs. 8,18,479/- by the bank without allowing the petitioners to withdraw the same.

6. This Court is of the view that the bank has illegally retained the fixed amount of the petitioners in spite of the fact that the bank has already realized the total loan amount along with interest after selling the property.

7. In view of the above, the respondent No.3 is directed to release the fixed deposit of Rs. 8,18,479/- having fixed deposit Ac. No. 00430300019264 which has been matured on 30th December, 2022 within a period of two weeks from the date of receipt of this order. As the fixed deposit of the petitioners matured on 30th December, 2022 but the bank refused to release the

said amount in favour of the petitioners in spite of having the knowledge that the bank has realized the loan amount by selling the property, accordingly, the bank is also liable to pay interest @ 6% from 1st January, 2023 till the payment of the said amount.

8. WPA 11482 of 2023 is disposed of.

9. All parties shall act on the server copy of this order duly downloaded from the official website of this Court.

10. Urgent Photostat certified copy, if applied for, be given to the parties upon compliance with all formalities.

(Krishna Rao, J.)