

05.08.2025.

**34
Ct.No.7.
as**

WPA 26677 of 2022

**Soumendra Nath Roy & Anr.
Vs.
Union of India & Ors.**

Mr. B. N. Ray,
Ms. Shetparna Ray.

.....for the Petitioners.

Mr. Sukumar Bhattacharya,
Ms. Indrani Chakraborty.

....for the Respondent Nos.1 to 4.

1. The present writ petition has been preferred, praying for a directive to the concerned respondents to release the amounts accumulated in two accounts, namely MIS A/C No. 1732189643 and SB A/C No. 1730888456, standing in the names of Purnendu Roy (deceased) and Rimpa Roy at the Asansol Head Post Office, Paschim Burdwan.
2. Mr. Ray, learned Advocate representing the petitioners, submits that Purnendu Roy, the brother of the petitioners and husband of Rimpa Roy, and Rimpa Roy, wife of the late Purnendu Roy, had jointly opened the two accounts at the Asansol Head Post Office. Subsequently, Purnendu Roy passed away. Following his demise, a dispute arose within the family concerning the property left by Purnendu Roy, as well as the funds held in various banks and financial institutions under different schemes in his name.
3. Mr. Roy submits that this dispute led to the institution of two civil suits. During his lifetime, Purnendu Roy executed

a will bequeathing certain properties in favour of the petitioners. The petitioners applied for the grant of probate in respect of that will, while Rimpa Roy also instituted a suit. However, both suits were ultimately resolved through compromise. As Rimpa Roy did not object to the grant of probate, probate was granted in favour of the petitioners, and the suit instituted by Rimpa Roy was disposed of by a compromise decree.

4. He contends that, pursuant to the terms and conditions of the compromise decree, Rimpa Roy received Rs. 15 lakhs and relinquished all claims in respect of the properties left by Purnendu Roy and funds accumulated in various accounts opened by him. Accordingly, relying on the recital of the will, probate of which was granted by the competent Court, the petitioners submitted an application to the postal authority seeking release of the amounts accumulated in the two accounts. However, the postal authority refused to release the funds in favour of the petitioners on the ground that the mode of operation of those accounts was 'either or survivor'.

5. Mr. Ray, submits that the postal authority be directed to release the amount in favour of the petitioners on the basis of the compromise decree.

6. Mr. Bhattacharya, learned Advocate representing respondent Nos. 1 to 4, vehemently opposes the contention advanced by Mr. Roy. He submits that the compromise decree is not binding on the postal authority, and that the postal authority cannot be directed to release the amount in favour of

a third party. The written instructions submitted by Mr. Bhattacharya have been taken on record.

7. Heard the learned Advocates appearing for the respective parties and perused the materials on record.

8. Undoubtedly, both accounts were jointly opened and maintained by Purnendu Roy and Rimpa Roy. As per the instructions given to the postal authority by both account holders, the mode of operation for these accounts was 'either or survivor.' Therefore, upon the death of either account holder, the survivor is entitled to operate the accounts and enjoy the benefits accruing therefrom.

9. The suit instituted by Rimpa Roy was concluded by a compromise decree. A compromise petition was filed by Rimpa Roy, the petitioners, and other legal heirs of Purnendu Roy; however, although the postal authority was a party to the suit, it was not a signatory to the compromise petition. Consequently, the terms and conditions of the compromise petition, which were subsequently made part of the decree, are not binding upon the postal authority. The compromise decree cannot alter the instructions given to the postal authority at the time the accounts were opened.

10. Therefore, I do not find any justification in the petitioner's contention.

11. Accordingly, this writ petition is dismissed, however, without any order as to costs.

12. However, this order shall not preclude the petitioner from realizing the amounts accumulated in the two accounts from respondent No. 5 by approaching the appropriate forum,

provided that the terms and conditions of the compromise petition and the applicable laws and/or rules permit such recovery.

(Partha Sarathi Chatterjee, J.)