

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 1152 OF 2025

M/s. V. Sons Distributors & An.r ...Petitioners
Versus
Union Bank of India ...Respondent

Mr. Sandeep Kumar Singh i/b SKS Juris for Petitioners.
Mr. Nainesh Amin for N. N. Amin & Co., a/ w Mr. Rahul Prajapati, for
Respondent.

CORAM: G. S. KULKARNI &
ADVAIT M. SETHNA, JJ.

DATE: 26 MARCH 2025

P.C.

1. We have heard learned counsel for the parties on this petition.
2. This petition is filed praying for the following substantive reliefs:

"(a) To issue any writ or order or declaration, declaring that nonpayment/non-release of the amount of FDRs to the Petitioner by the Respondent is illegal and arbitrary and same be released immediately.

(b) Issue a writ of *mandamus* or any other appropriate writ, order, or direction, directing the Respondent Bank to immediately release the Petitioners' funds of Rs.62,12,625.00 (Sixty Two Lakhs Twelve Thousand Six Hundred Twenty Five Only) held as Fixed Deposit Receipts (FDRs) and any other amounts wrongfully withheld.

(c) Direct the Respondent Bank to refund the wrongfully debited processing charges along with interest for the delayed release of funds.

(d) Award compensation to the Petitioners for the financial loss and hardship caused due to the Respondent's arbitrary and unjust actions.

3. It appears from the record that the petitioner had availed a Bank guarantee from Respondent No.1 - Bank and in respect of which a collateral security in the form of Fix Deposit in question, in respect of which a relief is sought, was maintained with respondent No.1 - Bank. Our attention is drawn to a sanction letter dated 10 November 2020 in which there are several terms and conditions which are set out, including the terms and condition in relation to the processing charges as also the other fees which were required to be paid. In relation to such charges, there is a demand of respondent No.1 - Bank against the petitioner of an amount of Rs.54 Lakhs plus GST. The demand in that regard is annexed at **Exhibit - J** (page 64) of this petition, and it is for such reason considering the bank's claim to recover such amount, Fix Deposit of the petitioner, which is part of the contractual arrangement is not being released.

4. Considering the complexion of the proceedings, in our opinion, the relief which is prayed for in this petition is purely of a money claim. These are questions of fact and more particularly, arising under the contract of a Bank Guarantee and the Terms and Conditions of the 'Sanction Letter', hence, it may not be possible for this Court to grant any relief on the money claim as made by the petitioner. It is not possible for this Court to examine the disputed questions of fact which would require evidence to be led by the

parties in exercise of the Court's jurisdiction under Article 226 of the Constitution of India.

5. We accordingly do not entertain this petition. Petition stands dismissed, however keeping open the remedy of the petitioner to file a Civil Suit, if so advised or resort to any other appropriate proceedings as available in law. If such proceedings are filed, all contentions of the parties are expressly kept open.

6. No costs.

(ADVAIT M. SETHNA, J.)

(G. S. KULKARNI, J.)