

IN THE HIGH COURT OF JUDICATURE AT PATNA

Letters Patent Appeal No.188 of 2025

In

Civil Writ Jurisdiction Case No.4259 of 2024

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Chandra Bhushan Pathak, son of Late Sheo Kumar Pathak, Resident of
Village-Saisar, P.S.-Dinara, District-Rohtas.

... .. Appellant/s

Versus

1. The Regional Manager, Central Bank of India Maurya Lok, Patna.
2. The Manager, Central Bank of India, Buxar, Dist. Buxar.

... .. Respondent/s

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Appearance :

For the Appellant/s : Mr. Braj Bhushan Mishra, Advocate

For the Respondent/s : Mr. Suresh Mishra, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE BIBEK CHAUDHURI

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 29-01-2026

This Letters Patent Appeal has been filed by the
appellant Chandra Bhushan Pathak challenging the order dated
24.01.2025 passed by the learned Single Judge in C.W.J.C. No.
4259 of 2024.

The writ petition was filed by the appellant seeking
for the following relief(s):-



“For issuance of an appropriate writ, order or direction to the respondents for making payment of Rs.99847/- (Ninety nine thousand eight hundred and forty seven rupees) along with interest since March 1987 deposited by the petitioner in Dhan Vridhi Scheme by issuing an appropriate writ, order or direction to the respondent.”

The relevant grounds taken in the writ petition are as follows:-

- “(I) Whether the respondents are legally bound to pay the amount to the tune of Rs.99,847/- to the petitioner along with interest since March 1987 deposited by him in Dhan Vridhi Scheme?*
- (II) Whether there is deficiency in service on the part of the respondent in not paying the aforesaid amount to the petitioner in spite of all his best efforts?*
- (III) Whether the action of the respondent is arbitrary, illegal and mala fide in the eye of law.*
- (IV) Whether the constitutional right of the petitioner enshrined in the Constitution of India can be taken away by the arbitrary and illegal action of the respondents?*
- (V) Whether the petitioner is entitled to get payment of Rs.99847/- alongwith interest since March 1987?”*

2. Counter affidavit has been filed by the respondent-Bank wherein it is stated as follows:-

“9. That it is pertinent to mention here that



once a Financial Institution or the Bank issued a Banker's Cheque for an amount by which the Financial Institution or the Bank is bound to keep that amount of issued Banker's Cheque in a secure account. Once the corresponding amount is been sent to keep in the Secure Account, the Financial Institution or the Bank could not earn any kind of benefit/profit in any manner on the corresponding amount of the Cheque since it has to be called as reserved account since it has limited territorial access. From the Annexure-1, it is apparent that the validity of the Banker's Cheque is mentioned as only for three months. The petitioner is required to get the Cheque revalidate by placing the original Stale-dated Banker's Cheque before the concerned Branch/Authority and then place for clearance of the same only. The Bank would be liable to pay the amount which has been mentioned in the Stale-dated Cheque. Since it requires its revalidation and other process to credit the payment, thereafter, the payment of the mentioned amount of the said cheque will be made.

11. *That it is relevant to state that as per Rule-2 of the Banking Companies (Period of Preservation of Records) Rules, 1985, the Banking Company shall preserve, in good order, its books, accounts and other documents mentioned below, relating to a period of not less than five years immediately, preceding the current calendar year.*

Ledger and Registers;

(1) Cheque Books Registers

(2) Delivery Order Registers



- (3) Demand Liability Registers*
- (4) Demand Remittance Dispatched Registers*
- (5) Demand Remittance Received Registers*
- (6) Vault Registers*

Records other than Registers;

- (1) Telegraphic Transfer Confirmation*
- (2) Telegrams and Telegram Confirmations.*

And in view of provision, the connected record of so called petitioner's Banker's cheque is not available in the Branch of the respondent Bank.”

3. The learned Single Judge, after hearing the respective parties and going through the pleadings and the counter affidavit, has been pleased to observe as follows:-

“4. Considering the above mentioned facts and circumstances this Court is of the opinion that the ends of justice would be met if the authority the respondent Bank is directed to pay the maturity amount of Rs. 99,487/- together with the interest calculated at the rate of 8% P.A from 28.10.2019 till the date of actual payment. The petitioner is directed to make a suitable representation enclosing the banker cheque before the respondent Bank within a period of four weeks from today and after receiving the same the respondent authority shall calculate the total amount due to the petitioner as per the directions of this Court and pay the same within a period of four weeks from the date of receipt of the representation.”

4. The sole contention raised by the learned counsel



for the appellant is that since the appellant, who is a poor farmer, has not withdrawn the amount in question and it was lying with the Bank and the Bank might have utilized it for some other purpose and earned interest, the appellant is entitled to get such interest with effect from 06.08.1999.

5. However, on perusal of the counter affidavit, it is very clear that such amount has to be kept in Secure Account therefore, the question of utilizing such money for any other purpose by the Bank does not arise and the learned Single Judge was quite justified in refusing the prayer of the appellant, however, granted relief to the appellant by directing to pay the maturity amount of Rs. 99,487/- together with the interest calculated at the rate of 8% per annum.

6. In view of the limited scope in interference with the Single Judge's order by the Division Bench in a Letters Patent Appeal, since we find that there is no perversity in the impugned order and it is a jurisdiction which is really a corrective jurisdiction and rarely used to correct errors and there is no palpable error on the face of the impugned order, we are not inclined to interfere with the same.

7. Accordingly, the Letters Patent Appeal stands dismissed.



8. Interlocutory Application(s), if any, shall stand disposed of.

(Sangam Kumar Sahoo, CJ)

(Bibek Chaudhuri, J)

P.K.P./-

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CAV DATE	
Uploading Date	30.01.2026
Transmission Date	

