

M.A.T. 258 of 2020
With
CAN 1 of 2020 (Old No. CAN 1446 of 2020)
CAN 2 of 2020 (Old No. CAN 1450 of 2020)

Rabindra Nath Das
Vs.
UCO Bank & Ors.

Mr. Anindya Sundar Das,
Mr. Shaunak Ghosh,
Ms. Pramita Mondal,
Mr. Suman Halder,
Ms. Suva Gayen

...for the Appellant

Mr. R. N. Ghose,
Ms. Tonoya Ghose

...for the Respondent No.2

Re: CAN 2 of 2020 (Old No. CAN 1450 of 2020)

1. An application for condonation of delay bearing CAN 2 of 2020 (Old No. CAN 1450 of 2020) has been filed.
2. The reasons stated in the application merely state various consultations with the advocates and intervening Puja Vacation to justify a delay of 427 days in filing the appeal.
3. Normally, the same would not suffice for condonation of a delay of 427 days. The appellant, however, in the application has also referred to a fracture being suffered by the learned advocate entrusted with the brief in the intervening period, which we find sufficient cause to accept the delay.
4. The delay is condoned.

5. CAN 2 of 2020 (Old No. CAN 1450 of 2020) is allowed.

Re: M.A.T. No. 258 of 2020

6. Heard the learned advocate for the writ petitioner/appellant.
7. An inadvertent wrong credit of an amount of a matured fixed deposit in the writ petitioner's account forms the basis of the notice of demand dated 06.06.2018 issued by the bank.
8. The learned advocate for the writ petitioner/appellant canvassed before this Court that the bank has credited the amount in his account on its own because it was of the view that the petitioner was the rightful recipient of the amount in question.
9. We asked the learned advocate for the writ petitioner/appellant on the last day also that if the amount credited to his account, was the proceeds of any fixed deposit earlier created by him; he should place on record the details of such fixed deposit.
10. Till date there is no such detail forthcoming. It is also not the case of the petitioner in the writ petition that the proceeds Rs.4,37,721/- was the maturity amount of any fixed deposit created by the writ petitioner.

11. The Hon'ble Single Judge, therefore, in our opinion has rightly disposed of the writ petition in the terms as has been done directing the bank to take suitable steps in accordance with law before a competent forum upon due notice to the petitioner for the recovery of the amount Rs.4,37,721/-, which was wrongly credited in his account. The fact that it was due to an inadvertence on the part of the bank cannot be made the basis for the writ petitioner to claim/assert a vested right to hold on to the said money. It is trite that a *bona fide* mistake does not confer any right to any party, and the same can be corrected. The same was stated by the Hon'ble Supreme Court in the case of ***Union of India Vs. S.R. Dhingra & Ors.*** reported in ***(2008) 2 SCC 229*** and also in the case of ***Videsh Sanchar Nigam Ltd. & Anr. Vs. Ajit Kumar Kar & Ors.*** reported in ***(2008) 11 SCC 591***.
12. We find no infirmity in the order of the Hon'ble Single Judge.
13. The appeal is dismissed.
14. Connected application, if any, also stands disposed of.

(Madhuresh Prasad, J.)

(Prasenjit Biswas, J.)