



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

WRIT PETITION (L) NO.19004 OF 2025

SATISH
RAMCHANDRA
SANGAR

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Date: 2026.04.17
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Lilavati Kirtilal Mehta Medical Trust,
Through Mrs.Charu K. Mehta,
(Permanent Trustee for Life),
Having Registered Office at A791,
Bandra Reclamation, Bandra (West),
Mumbai-400 050.

...Petitioner

Versus

IndusInd Bank Limited,
Tower 1, One India Bulls Centre,
Jupiter Mills Compound, 841, S.B.Marg,
Elphinstone Road (West), Mumbai-400 013.

...Respondent

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Mr.Gaurav Joshi (Senior Counsel) a/w Ms.Shilpa Joshi, Mr.Dakshesh Vyas, Mr.H.N.Thakore, Ms.Jyoti Ghag, Mr.Shailesh P. and Mr.Ankit Singhal i/b. Dua Associates, Advocates **for Petitioner Medical Trust.**

Mr.Rahul Karnik a/w Ms.Hindavi Ludbe, Advocate **for Respondent-Bank.**

Mr.Anukul Seth, Advocate for **Intervenor / Applicant** in Interim Application (L) No.13355 of 2025.

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**CORAM : M.S.KARNIK AND
S. M. MODAK, JJ.**

DATE : 16th APRIL 2026

P. C. :-

1. Heard learned Senior Advocate Shri.Joshi for the Petitioner- Lilavati Kirtilal Mehta Medical Trust. We have also heard learned counsel for the Respondent - Indusind Bank Limited.



2. This Petition seeks the following substantive reliefs:-

“a. *Issue a Writ of Mandamus or a writ in the nature of Mandamus or any other appropriate writ, order or direction, directing the Respondent Bank to allow the Petitioner Trust to encash its entire balance fixed deposits lying with IndusInd Bank as listed in Exhibit B hereto*”.

3. We do not refer to the facts in detail. Briefly stated, it is the case of the Petitioner that the Trust Deed of Lilavati Kirtilal Mehta Medical Trust (“LKMMT”, for short) was executed by late Shri.Kirtilal Manilal Mehta on 5th July 1978.

4. This Court directed the Respondent Bank to allow the Trust to reinvest FDs for the better returns by order dated 15th January 2020. By order dated 14th December 2023, the Assistant Charity Commissioner rejected the claims of erstwhile individual Trustees.

5. Learned Senior Advocate for the Petitioner Medical Trust submitted that Permanent Trustees have lawfully assumed charge of the Trust of Lilavati Hospital. It is submitted by learned Senior Advocate that the Fixed Deposit of Rs.65,68,00,000/- (Rupees Sixty Five Crore Sixty Eight Lakh) which was lying with the Respondent IndusInd Bank in the name of the Trust matured on 6th June 2024. The Trust by letter requested the Bank to credit the FD amount to its



Union Bank of India on 7th June 2024. By letter dated 18th July 2024, the Bank sought some documents of the Trust. Accordingly, the Trust complied with the requisition. The Bank requested for some further documents by letter dated 25th July 2024 which the Trust complied with. By letter dated 26th July 2024, the Bank demanded the Joint Charity Commissioner's order confirming the Trusteeship. The Trust replied by letter dated 31st July 2024 that such order was unnecessary and reiterated the right of the Trustees as per the Trust Deed. By communication dated 14th August 2024, the Bank reiterated its demand for Joint Charity Commissioner's order, also stated that the Fixed Deposit has been rolled over at prevailing interest rate. By letter dated 22nd August 2024, the Trust again requested the Bank to release the matured FD amount.

6. Mr.Karnik, learned counsel for the Respondent Bank submitted that there is dispute amongst the Trustees which is pending with the Joint Charity Commissioner and it is only for this reason that the money has not been credited to the account of the Trust. It is submitted that in case, there are any claims made by any of the Trustees, and if the FD amounts are transferred to the accounts as requested by the Petitioner Medical Trust, the same would cause great



prejudice to the Respondent Bank as the claim would be against the Bank. It is submitted that the necessary orders are therefore insisted from the Joint Charity Commissioner confirming the Trusteeship of the person in-charge for the Trust.

7. Mr.Seth, learned Counsel appeared for the Intervenor and submitted that he wants to file an Intervention Application on behalf of an Intervenor opposing the Petition. Such Intervention Application is not on record. We are, therefore, not entertaining such oral request. After hearing parties, we are inclined to allow the Petition. The amount was deposited in the name of Lilavati Kirtilal Mehta Medical Trust. In such view of the matter, the maturity amount along with the accrued interest has to be encashed in the Account of the Trust. That there exists a Trusteeship dispute is hardly of any relevance. In fact, it is stated by the Petitioner that Mrs.Charu K. Mehta is a Permanent Trustee for Life of the Trust by virtue of Clause No.16 of the Trust Deed and is duly authorized to represent and act on behalf of the Trust. If the Petitioner Trust is desirous of encashing the said Fixed Deposit and transfer the proceeds thereby to its Union Bank of India account, we see no reason why such a course should be objected to by the Respondent Bank.



8. To obviate the concern of the Respondent Bank, learned Senior Advocate for the Petitioner Medical Trust on instructions submits that an undertaking will be duly filed on behalf of the Petitioner in this Court, that Account No.315602011000104, IFSC Code: UBIN0531561, Branch : Mumbai, Bandra Branch, Mumbai Suburban-400050, is in the name and belongs solely to the Petitioner Trust. The undertaking will state that Mrs.Charu K. Mehta is duly authorized to give requisite instruction on behalf of the Trust and the proceeds of the transfer shall be utilized exclusively for the lawful purpose of the Trust / reinvested with the other Banks in terms of the Trust Deed for the purposes of the Trust. Further, the undertaking will also contain a clause that the Petitioner Medical Trust would indemnify the Bank and shall be responsible, if any claim is made so far as the said FD is concerned. The undertaking to be filed on or before 21st April 2026.

9. In such view of the matter, the Respondent-Bank is directed to encash the Fixed Deposit viz., FDR 300716148912 together with accrued interest (less permissible deduction) with the Petitioner's aforementioned Bank Account in the Union Bank of India within a period of 3 days from the date of filing of the undertaking indemnifying the Respondent-Bank.



10. With these observations, the Writ Petition is disposed of.
11. Pending Interim Applications, if any, also stand disposed of.

(S. M. MODAK, J.)

(M. S. KARNIK, J.)