

21.09.2026
Court No.236
DL/Item No.-3
[Milan]

**IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE**

WPA 9257 of 2021

**GHANASHYAM CHOWRASIA
VS
UCO BANK& ORS.**

Mr. Krishnendu Banerjee,
Mr. Md. Idrish,
Mr. Ishan Ganguly

...for the Petitioner

Mr. Debabrata Das,
Mr. A. Sankar,
Mr. Pratik Acharjee,

...for the Respondent Nos.5 & 6/RBI

Mr. Sukanta Chakrabarty,
Mr. Anindya Halder,
Mr. Ronit Deyashi,
Mr. Subhajit Nandi

....for the Respondent Nos.1 to 4/UCO Bank

1. The petitioner,by filing the instant writ petition, has,
inter alia, sought for the following reliefs:

“a) A writ in the nature of mandamus directing the
respondents or their agent or men to release
withheld amount of Rs.4,36,424.50/-pending
since 28.04.2004 with the account No.786 in
the UCO Bank as per their own calculation
along with the banking interest @ 10% per
annum till the date of actual payment;

- b) A writ in the nature of mandamus by directing the respondents or their men or agent to pay the withheld amount of money as stated in the series of representations being Annexures "P-2", "P-6", "P-9", "P-10" and "P-11" respectively immediately;
 - c) A writ in the nature of Certiorari directing the respondents or their men to produce or cause to be produced all the relevant records in connection with the present writ petition before this Hon'ble Court so that a conscionable justice may be rendered.”
2. The petitioner claimed to be the grandson of one Kunj Behari Rai, who was the holder of a savings bank account bearing no.786 with UCO Bank, Benachity Branch, Durgapur.
 3. According to the petitioner, the said Kunj Behari Rai expired on 23.03.2001, leaving behind his wife Smt. Dukhna Debi, who expired on 11.07.2006. During her lifetime, Smt. Dukhna Debi executed a Will in favour of the petitioner. The said Will was registered with the office of ADSR, Durgapur on 24.01.2001.
 4. The petitioner filed an application for grant of probate being Will (P)-109/2012 in respect of the Will of the deceased Dukhna Debi. By an order dated 13.06.2017, the District Delegate, Durgapur, allowed the said application for grant of probate exparte.

5. It is relevant to mention here that during her lifetime, Smt. Dukhna Debi made a complaint before the said UCO Bank. Pursuant to such complaint, the Chief Officer of the said Bank by memos dated 28.10.2005 and 03.01.2006 informed that the account had been closed as inoperative/unclaimed for non-operation as per the Rules and Regulations of the Bank. It was also informed that the bank did not have any savings bank account no.786 in the name of Kunj Behari Rai.
6. Such decision of the Chief Officer of the said Bank was not questioned either by Smt. Dukhna Debi [since deceased] or the petitioner at any point of time.
7. Subsequently, the petitioner sent a representation on 04.09.2017 to the Assistant General Manager, Customer Services and Customer Complaint Cell, UCO Bank and he referred to the order granting probate in his favour and claimed the amount allegedly lying in the said savings bank account no.786 of UCO Bank [hereafter 'respondent Bank'].
8. By a memo dated 25.01.2018, the respondent Bank informed the petitioner that the said savings bank account had been closed prior to 1984 i.e. well before the death of the said Kunj Behari Rai. The request of the petitioner, accordingly, was turned down.
9. Subsequently, the Banking Ombudsman, Reserve Bank of India (in short, "RBI") by a memo dated 25.06.2018 also rejected the claim of the petitioner.

The relevant paragraph of the memo dated 25.06.2018 reads as follows:

“Please refer to your above complaint. In this connection, you may note that as the complaint was made after the expiry of the period of limitation prescribed under the Indian Limitation Act, 1963, it was rejected under clause 9(3) (1) of the Banking Ombudsman Scheme, 2006.

This is issued as per the orders of the Banking Ombudsman”.

10. The petitioner, on 17.02.2020, sent a demand for justice to the Chairman-cum-Managing Director of the respondent Bank and thereafter filed this writ petition on 08.04.2021.

11. Learned advocate for the petitioner referred to paragraph 11 of RBI (Commerce Banks - Miscellaneous) Directions, 2025. Paragraph 11 of the said directions deals with “Credits to the Fund” which reads as follows:

“A bank shall credit to the Fund the credit balance in any of the following deposit account maintained with the bank which have not been operated upon for ten years or more, or any amount remaining unclaimed for ten years or more, which shall include:

- (1) savings bank deposit account,
- (2) fixed or term deposit account;
- (3) cumulative / recurring deposit account,
- (4) current deposit account,
- (5) other deposit account in any form or with any name;
- (6) cash credit account;

- (7) loan accounts after due appropriation by the bank;
- (8) margin money against issue of Letter of Credit / Guarantee etc., or any security deposit;
- (9) outstanding telegraphic transfers, mail transfers, demand drafts, pay orders, bankers cheques, sundry deposit accounts, vostro accounts, inter-bank clearing adjustments, unadjusted National Electronic Funds Transfer (NEFT) credit balances and other such transitory accounts, unreconciled credit balances on account of Automated Teller Machine (ATM) transactions, etc.;
- (10) undrawn balance amounts remaining in any prepaid card issued by the bank but not amounts outstanding against travellers cheques or other similar instruments, which have no maturity period;
- (11) rupee proceeds of foreign currency deposits held by the bank after conversion of foreign currency to rupees in accordance with extant foreign exchange regulations; and
- (12) such other amounts as may be specified by RBI from time to time.”

12. Learned advocate for the petitioner further referred to paragraph 22 of the said Directions, which reads as follows:

“Procedure for Transferring Unclaimed Amount to the Fund: A bank shall transfer to the Fund, the amounts becoming due in each calendar month (i.e., proceeds of the inoperative accounts and balances remaining unclaimed for 10 years or more)

as specified in paragraph 12 of these Directions, i.e. including the interest accrued on interest bearing accounts till the date of transfer, during the last five working days of the subsequent month. Before transferring the amount due to the Fund, the bank shall ensure that all legal obligations relating to the same, till that date, including those pertaining to taxes deductible and payable, are met or adequate arrangements are made for the same.

(1) Member Bank's Own Account - A member bank shall transfer to the Fund, the entire amount due through e-Kuber system under the module "DEA Fund Services". When a member bank is crediting amount due to the Fund, it shall furnish its DEA Fund Code in the "Bank DEA Fund Code" field and the detailed breakup (number of accounts and amount) of the deposits, viz., interest bearing deposits, non-interest bearing deposits and other credits, which also includes non-interest bearing amount (i.e., any amount other than deposits remaining unclaimed as defined in paragraph 11 of these Directions), in the fields provided for the same in the e-Kuber system.

(2) Other Bank's (Non-member) Account – In case a sponsor bank is remitting the amounts due of non-member banks, it shall not consolidate but separately remit the amount bank-wise to the Fund, by indicating appropriate Bank DEA Fund Code of the other (non-member) bank in the field provided in the e-Kuber. It shall also

provide the detailed break-up (number of accounts and amount) of the deposits, viz., interest-bearing deposits, non-interest bearing deposits and other credits in the respective fields, i.e., the fields designated for the same, in the e-Kuber system”.

13. Learned advocate for the petitioner submits that he, being the lawful claimant, is entitled to receive the sum lying in the savings bank account no.786 of late Kunj Behari Rai.

14. Learned advocate for the respondent Bank disputes the claim of the petitioner. He referred to Rule 2 of the Banking Companies (Period of Preservation of Records) Rules, 1985. Rule 2 reads as follows:

“2. Every 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.

Ledgers and Registers:

- (1) Cheque Book Registers
- (2) Delivery Order Registers
- (3) Demand Liability Registers
- (4) Demand Remittances Dispatched Registers
- (5) Demand Remittances Received Registers
- (6) Vault Registers

Records other than Registers:

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

15. Heard the parties.

16. It appears from the order dated 13.06.2017 passed by the District Delegate, Durgapur in Will (P) No.109/2012, that Smt. Dukhna Debi died leaving behind her son Fulbadan Chowrasiya and ten other legal heirs. None of the legal heirs of Smt. Dukhna Debi as mentioned in the order dated 13.06.2017 was made a party to this writ petition.
17. In the instant writ petition, the schedule mentioned in the application for grant of probate has not been annexed to the writ petition by the petitioner. Therefore, it is not possible for this Court to draw an inference that the petitioner is the only lawful claimant of the amount lying in the account of late Kunj Behari Rai, particularly, in the absence of his other legal heirs.
18. It further appears that there is an inordinate and unexplained delay in filing this writ petition. The cause of action arose on 03.01.2006 when the Chief Manager of the respondent Bank intimated that the said branch did not have an account in the name of Kunj Behari Rai. During the lifetime of Smt. Dukhna Debi, neither the memo dated 28.10.2005 nor the memo dated 03.01.2006 was questioned. The petitioner also did not challenge the memo dated 25.01.2018 and the decision of the said Banking Ombudsman contained in the memo dated 25.06.2018.

19. As it appears from prayer (a) of the instant writ petition, the relief sought for by the petitioner is a money claim and the same cannot be decided in a writ proceeding when the respondent Bank disputes such claim. Apart from delay and laches, there are other disputed questions of fact, namely,

- i) whether the petitioner is the only lawful claimant of the alleged amount lying in account no. 786;
- ii) whether the petitioner is entitled to receive an amount of Rs.4,36,42.50/- with interest at the rate of 10% per annum when the balance amount was Rs. 9618.36/-, as it appears from page 13 of the writ petition.
- iii) whether page 13 of the writ petition is the last updated page of the account in question.

20. The aforesaid issues cannot be decided in a writ proceeding.

21. In *Punjab National Bank & Ors. vs. Atmanand Singh & Ors.*, reported in (2020) 6 SCC 256, the Hon'ble Supreme Court in paragraph 22, inter alia, observed as follows:

“22. We restate the above position that when the petition raises questions of fact of complex nature, such as in the present case, which may for their determination require oral and documentary evidence to be produced and

proved by the party concerned and also because the relief sought is merely for ordering a refund of money, the High Court should be loath in entertaining such writ petition and instead must relegate the parties to remedy of a civil suit. Had it been a case where material facts referred to in the writ petition are admitted facts or indisputable facts, the High Court may be justified in examining the claim of the writ petitioner on its own merits in accordance with law.”

22. On the issue of ‘delay and laches’ in writ proceedings, the Supreme Court, in *Tridip Kumar Dingal v. State of W.B.*, reported in (2009) 1 SCC 768, had the occasion to observe:

“56. “..... It is well settled that power to issue a writ is discretionary. One of the grounds for refusing reliefs under Article 32 or 226 of the Constitution is that the petitioner is guilty of delay and laches.

57. If the petitioner wants to invoke jurisdiction of a writ court, he should come to the Court at the earliest reasonably possible opportunity. Inordinate delay in making the motion for a

writ will indeed be a good ground for refusing to exercise such discretionary jurisdiction.”

23. In *State of Maharashtra v. Digambar*, reported in (1995) 4 SCC 683, the Hon’ble Supreme Court, *inter alia*, held:

“26. Thus, when the writ petitioner (respondent here) was guilty of laches or undue delay in approaching the High Court, the principle of laches or undue delay adverted to above, disentitled the writ petitioner (respondent here) for discretionary relief under Article 226 of the Constitution from the High Court, particularly, when virtually no attempt had been made by the writ petitioner to explain his blameworthy conduct of undue delay or laches.”

24. In view of the above observations and circumstances, the writ petition being WPA 9257 of 2021 stands dismissed.

25. However, dismissal of the writ petition shall not preclude the petitioner from approaching the appropriate forum in accordance with law, if so advised.

26. Since no affidavit has been called for, the allegations contained in the writ petition shall be deemed to have been denied by the respondents.

27. Urgent photostat certified copy of this order, if applied for, be given to the parties upon compliance of all necessary formalities.

(Arjun Ray Mukherjee, J.)