Item 5
AB

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
Appellate Side

BEFORE:

The Hon'ble Mr. Justice Rishad Medora

WPA 25177 of 2025

Sunita Saraf
VS
Yes Bank & Others

For the Petitioner	**:**	**Mr. Mukteswar Maity, Advocate** **Ms. Manika Sarkar, Advocate**
For the State	**:**	**Mr. Madhu Jana, Ld. JGA** **Mr. Rahul Agarwala, Advocate**
For the Respondent Nos.1-4	**:**	**Mr. Sayak Ranjan Ganguly, Advocate** **Ms. Srijani Ghosh, Advocate** **Ms. Simrin Hussain, Advocate**
For the Respondent No.6	**:**	**Mr. Sanjib Kr. Mukhopadhyay, Advocate** **Mr. Mukesh Kr. Gupta, Advocate**
Heard on	**:**	**October 14, 2026**
Judgement on	**:**	**October 14, 2026**

Rishad Medora, J. :

1. Learned Advocate representing the petitioner submits that, in 2021, her husband had opened a joint fixed deposit account, being account no. 104352500000083, with Yes Bank in her name along with her mother-in-law's name. The petitioner's husband passed away on May 6, 2021. He submits that there are conflicts between the petitioner and the private respondent no. 6, being the petitioner's mother-in-law. Several complaints have been lodged before the Baguiati Police Station

against the respondent no. 6 as well as the petitioner's brother-in-law relating to possession and enjoyment of a flat.

2. It is submitted that on July 28, 2025, the petitioner came to learn that the private respondent no. 6 had withdrawn an amount of Rs.5 Lakhs from the aforesaid joint account vide cheque no. 839297 dated July 23, 2025. Since the said account was a joint account, the petitioner was entitled to 50% of the amount withdrawn by the respondent no. 6 unilaterally.

3. Learned Advocate representing the petitioner submits that the bank ought not to have allowed the respondent no. 6 to unilaterally withdraw the aforesaid sum from the aforesaid bank account. He further submits that the petitioner had never given consent for withdrawing such amount. The petitioner had not signed the aforesaid cheque no. 839297 dated July 23, 2025. Since such account was a joint account, the consent and/or signatures of both account holders ought to have been taken by the bank.

4. It is also submitted on behalf of the petitioner that a written complaint dated September 8, 2025, was made by the petitioner before the respondent no. 5 vide GDE No.714 and the petitioner requested the respondent no. 5 to take appropriate action against her mother-in-law for having committed fraud on her and for withdrawing the aforesaid money from the aforesaid joint account unilaterally. She sought the assistance of the respondent no. 5 to recover 50% of the amount which had been withdrawn unilaterally by the respondent no. 6.

5. The petitioner also made complaints before Yes Bank and brought to the Bank's notice the aforesaid facts. The petitioner also requested the said bank to recover 50% of the money which had been given by the bank to her mother-in-law and pay her the same. However, the petitioner did not receive any reply from the bank.

6. It is the petitioner's case that the bank has not taken any action pursuant to the complaints made by the petitioner before the bank. In such circumstances, the petitioner has filed the present writ petition praying for a writ of mandamus commanding Yes Bank to recover the aforesaid sum of Rs. 5 Lakhs, which had been withdrawn by the private respondent no. 6 from the said bank.

7. Learned Advocate representing the bank hands over a copy of the aforesaid cheque no. 839297 dated May 28, 2025. A copy of the same has been handed over to the Learned Advocate representing the petitioner. Learned Advocate representing the Bank states that a sum of Rs. 5,50,000/- was handed over to the respondent no.6 in connection with the aforesaid cheque which was a "payable to self" cheque. She submits that the bank has done no wrong in disbursing the aforesaid sum of Rs. 5,50,000/- to the respondent no.6. The bank has acted in compliance with all applicable Rules and Regulations. She, therefore, prays that the writ petition should be dismissed.

8. Learned Advocate representing the private respondent no. 6 raises various objections. He submits that Yes Bank is a private bank and accordingly, the present writ petition is not maintainable. He submits that the petitioner has various other fora available to her for the

purpose of ventilating her grievances. He submits that the petitioner could take steps under the provisions of the Protection of Women from Domestic Violence Act, 2005 or she could file a complaint before the appropriate consumer forum or file a civil suit. He submits that the grievances complained of in the writ petition are private in nature. He further submits that the claim of the petitioner in the present writ petition is nothing but a money claim. He also prays for dismissal of the writ petition.

9. I have heard the learned advocates representing the parties. I have also considered the materials on record. The copy of the cheque which has been handed over by Yes Bank today clearly bears the signature of both the petitioner as well as the respondent no. 6. Although learned advocate representing the petitioner disputes the authenticity and genuineness of the petitioner's signature on this cheque, this Court is of the view that in a writ petition, this Court cannot delve into disputed questions of fact.

10. It also appears that the petitioner was aware of the details of this particular cheque inasmuch as the number of the particular cheque has also been pleaded in the writ petition. Thus, it appears to me that the bank, prima facie, has done no wrong in disbursing the aforesaid sum of Rs. 5,50,000/- to the respondent no. 6.

11. Insofar as the argument of the respondent no. 6 is concerned regarding the maintainability of the writ petition, this Court is of the view that the bank has not been discharging any public function or duty in connection with the facts and circumstances of this case. The

disputes sought to be raised in this writ petition are purely private in nature. The petitioner thus cannot claim that any of her fundamental rights has been violated by Yes Bank in the given facts and circumstances.

12. Accordingly, on this ground also, this Court is unable to pass any order in favour of the petitioner in the present writ petition.

13. This writ petition stands dismissed. There shall be no order as to costs.

14. The petitioner will, however, be at liberty to take steps against the respondent no. 6 and/or the bank as she may deem fit in accordance with law. The observations contained in this order will not be binding on any forum.

15. Since no affidavit-in-opposition has been called for, the allegations made in the writ petition are deemed not to have been admitted by the respondents.

16. All parties shall act on a server copy of this order, duly downloaded from the official website of this Court.

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

(Rishad Medora, J.)