MAYUR KONDIRAM ADANE
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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 3669 OF 2025

Ashwin Shantilal Khandwala ...Petitioner

Versus

The Reserve Bank of India & Ors. …Respondents

Mr. Sagar A. Rane, for the Petitioner.

Ms. Huzan Bhumgara, a/w Mr. Pradeep Mane and Ms. Shubhi Dotiya, i/b Desai and Diwanji, for the Respondent Nos.1 and 2.

Adv. Abhijit Ranjan, a/w Adv. Rithika Yerra, i/by M/s. Chittranjan Shah, Kay Legal and Associates LLP, for the Respondent Nos.3 and 4.

CORAM : MAHESH CHANDRA TRIPATHI, CJ. &
ADVAIT M. SETHNA, J.

DATE : 26th NOVEMBER 2026

P.C.:

1. The curtains in this matter open with the saga of a senior citizen, former employee /client of the Respondent No. 3 - Bank of Baroda, presently aged 80 years, as stated, who has approached this Court under Article 226 of the Constitution of India.

2. The principal grievance of the Petitioner is that the Respondent No. 3 – Bank of Baroda unilaterally and without basis, in law, initially

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deducted an amount of Rs.89,01,253/- on 31st March 2023 from his fixed deposits maintained with the said Bank and subsequently a further amount of Rs.31,18,695/- was further deducted out of the total amount of interest for the period 01st April 2023, until the maturity of such fixed deposits. Accordingly, a total amount of Rs.1,20,19,948/- was deducted by the Respondent No. 3 – Bank from the fixed deposits accounts of the Petitioner. Aggrieved by such action, the Petitioner preferred a complaint dated 21st August 2023 before the Respondent No. 2 – Ombudsman, Reserve Bank of India (RBI). The said complaint was closed by the Respondent No. 2 vide order dated 18th December 2023 as not maintainable, under clause 16(1)(a) read with 10(1)(h) of the Reserve Bank – Integrated Ombudsman Scheme, 2021 – dispute involving employee employer relationship. Aggrieved by the said order dated 18th December 2023 ("**Impugned Order**" for short), the Petitioner has approached this Court under Article 226 of the Constitution of India. The substantive relief sought in the Petition is to quash and set aside the said Impugned Order.

3. The Petitioner is before this Court, battling a serious medical condition diagnosed with multiple myeloma being hospitalized, with a severe lung infection on 24th September 2026. On 27th September 2026, he was shifted to the ICU of the Breach Candy Hospital,

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Mumbai and since 3rd October 2026, he was on ventilator/life support due to pneumonia and ARDS. The said facts have been noted in the previous order dated 21st October 2026 passed by this Court.

4. In the above backdrop this Petition was heard at substantial length before this Court on a few occasions. To place the matter in perspective, we deem it necessary and apposite to reproduce the previous orders dated 21st October 2026 and 4th November 2026, passed by this Court in the proceeding :-

Order dated 21st October 2026:-

"1. In the instant matter, considering the grave medical condition of the Petitioner, who was on a ventilator, we proceeded with the hearing as also to examine the record. Today when the matter is taken up, learned Counsel for the Petitioner tendered the medical certificate dated 20th October, 2026 issued in favour of the Petitioner, which is taken on record and marked as Exhibit "X" for identification. As per the said medical certificate, the Petitioner, aged 80 years and diagnosed with multiple myeloma, was admitted to Breach Candy Hospital on 24th September, 2026, with a severe lung infection. On 27th September, 2026, he was shifted to the Intensive Care Unit (ICU), and since 3rd October, 2026, he has been on ventilator support due to pneumonia and ARDS.

2. Subsequently, the Petitioner's medical condition improved, following which he came out from ventilator support and, on 20th October, 2026 and was shifted to the ICU. However, we are still not in a position to ascertain whether the Petitioner is in a condition to give clear instructions with regard to the proposal mooted by the Respondent-Bank, before us.

3. Accordingly, at this stage, we are inclined to defer the hearing for a week's time, as it is informed by the learned Senior Counsel who appears for Respondent Nos.3 and 4 that under the Banking Regulations, the Chairman and Managing Director is having a discretion to accord relief upto Rs.35 lakh. For sanctioning an amount above Rs.35 lakh, the matter will have to be placed before the Board. Learned Counsel for the Petitioner placed on record a Chart, which is taken on record and marked as Exhibit "Y". For ready reference, said chart is reproduced as under: -

Amount	*INTEREST from September 2024 to October 2026 (25*

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unilaterally deducted by Bank of Baroda on Maturity dated (16.09.2024, 17.09.2024, 18.09.2024)	*Months)*				
	@ 10.55 %	*@ 14.50 %*	*@13.70%*	*@ 14.75%*	*@15.15 %*
		BoB BPLR as of September 2014	*BoB BPLR as of September 2024*	*SBI BPLR rate as of September 2014*	*SBI BPLR rate as of September 2024*
Rs.1,20,19,948	*Rs. 26, 41, 884*	*Rs.36, 31,026*	*Rs.34,30,693*	*Rs.36,93,630*	*Rs.37,93,796*

4. Learned Counsel for the Petitioner submits that the Bank of Baroda had admittedly deducted, unilaterally, a sum of Rs. 1,20,19,948/- on the respective dates of maturity, i.e., 16th September, 2024, 17th September, 2024 and 18th September, 2024, towards interest at the rate of 10.55%.

5. Accordingly, having regard to the medical condition of the Petitioner and the factual situation as emerged, we defer the hearing on the merits of the matter, thereby granting one more indulgence to Respondent Nos. 3 and 4 to place the matter before the Board for appropriate consideration so as to facilitate the Court to pass suitable orders/directions in the matter.

*6. On the request of the learned Counsel for the parties, list the Petition on **4th November, 2026**. To be listed **High on Board"**.*

Order dated 4th November 2026:-

"1. *In the instant Petition, considering the serious medical condition of the Petitioner, we have been hearing this matter from time to time. The Petitioner was initially on ventilator support and subsequently, in the midst of the ongoing proceeding, he was shifted to ICU. Today, it is informed by the Ld. Counsel for the Petitioner that the Petitioner is in the ICU, as on date.*

2. *The Respondent No.3–Bank had been accorded successive indulgences by this Court. Most recently, on 21st October 2026, we had directed that the matter be placed before the Board of Directors of Respondent No.3–Bank for appropriate consideration so that the Court can pass suitable orders/directions in the matter. For the sake of completeness, the detailed order dated 21st October 2026 passed by this Court is reproduced herein below:*

1. *In the instant matter, considering the grave medical condition of the Petitioner, who was on a ventilator, we proceeded with the hearing as also to examine the record.*

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Today when the matter is taken up, learned Counsel for the Petitioner tendered the medical certificate dated 20th October, 2026 issued in favour of the Petitioner, which is taken on record and marked as Exhibit "X" for identification. As per the said medical certificate, the Petitioner, aged 80 years and diagnosed with multiple myeloma, was admitted to Breach Candy Hospital on 24th September, 2026, with a severe lung infection. On 27th September, 2026, he was shifted to the Intensive Care Unit (ICU), and since 3rd October, 2026, he has been on ventilator support due to pneumonia and ARDS.

2. *Subsequently, the Petitioner's medical condition improved, following which he came out from ventilator support and, on 20th October, 2026 and was shifted to the ICU. However, we are still not in a position to ascertain whether the Petitioner is in a condition to give clear instructions with regard to the proposal mooted by the Respondent-Bank, before us.*
3. *Accordingly, at this stage, we are inclined to defer the hearing for a week's time, as it is informed by the learned Senior Counsel who appears for Respondent Nos.3 and 4 that under the Banking Regulations, the Chairman and Managing Director is having a discretion to accord relief upto Rs.35 lakh. For sanctioning an amount above Rs.35 lakh, the matter will have to be placed before the Board. Learned Counsel for the Petitioner placed on record a Chart, which is taken on record and marked as Exhibit "Y". For ready reference, said chart is reproduced as under: -*

Amount unilaterally deducted by Bank of Baroda on Maturity dated (16.09.2024, 17.09.2024, 18.09.2024)	*INTEREST from September 2024 to October 2026 (25 Months)*				
	@ 10.55%	*@ 14.50%*	*@13.70%*	*@ 14.75%*	*@15.15%*
		BoB BPLR as of September 2014	*BoB BPLR as of September 2024*	*SBI BPLR rate as of September 2014*	*SBI BPLR rate as of September 2024*
Rs.1,20,19,948	*Rs.26,41,884*	*Rs.36,31,026*	*Rs.34,30,693*	*Rs.36,93,630*	*Rs.37,93,796*

** BOB = BANK OF BARODA*

** SBI = STATE BANK OF INDIA*

** BPLR= Benchmark Prime Lending Rate*

4. *Learned Counsel for the Petitioner submits that the Bank of Baroda had admittedly deducted, unilaterally, a sum of Rs. 1,20,19,948/- on the respective dates of maturity, i.e., 16th September, 2024, 17th September, 2024 and 18th September, 2024, towards interest at the rate of 10.55%.*
5. *Accordingly, having regard to the medical condition of the Petitioner and the factual situation as emerged, we defer the hearing on the merits of the matter, thereby granting one*

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more indulgence to Respondent Nos. 3 and 4 to place the matter before the Board for appropriate consideration so as to facilitate the Court to pass suitable orders/directions in the matter.

6. On the request of the learned Counsel for the parties, list the Petition on 4th November, 2026. To be listed High on Board."

3. Today, when the matter is taken up, the Ld. Counsel for the Respondent No.3-Bank, on instructions, submits that, once again, some further indulgence may be accorded. This time, on the ground that the Board meeting could not be convened. At this stage, we have noted the names/details of Board of Directors of Respondent No.3-Bank which was provided to the Court by Ld. Counsel for the Petitioner.

4. We are shocked, much less surprised to record that in spite of our detailed order on 21st October 2026, neither an Application is moved for any extension of time nor any such satisfactory response is being furnished by the Respondent No.3–Bank as to under what circumstances, despite the categorical order of this Court, the matter could not proceed further/Board Meeting could not be convened. It is pertinent to note that the suggestion to place the matter before the Board of Directors came from the Respondent – Bank itself on the last hearing, considering the amount involved and the financial powers of the Board in such matters.

5. Considering the overall fact situation, such indulgence cum relaxations cannot be accorded to the Respondent No.3–Bank infinitely despite having been granted more than reasonable opportunity, time and again. However, instead of taking a final call with regard to the Petitioner's grievances, without any plausible reason or explanation, the Ld. Counsel for the Respondent No.3–Bank, has in a casual/cavalier mentioned before the Court today that the Board meeting could not be convened.

6. *Even on merits, we, prima facie, find that no justification for the Respondent No.3 – Bank to have unilaterally deducted the amount of Rs.1,20,19,948/- which bears no satisfactory explanation. Though the Respondent – Bank has attempted to dress up their conduct by stating that additional 1% interest which was meant exclusively for retired staff, was inadvertently, by clerical oversight extended to the Petitioner. However, the record reveals that the Petitioner, was since 2011 eligible to the 1% interest, which was offered to the Petitioner after verifying his eligibility and the Petitioner even availed the benefit thereof. Though, the Respondent No.3 – Bank has denied this, we find it difficult to accept prima facie that Respondent No.3 – Bank can belatedly contend that such unilateral deduction of the said amount was attributable to some clerical error.*

7. *However, before proceeding and passing further orders, on the insistence of the Ld. Counsel for the Respondent No.3-Bank, we adjourn the matter for two weeks to enable the Bank to place the decision of the Board of Directors, before the Court.*

8. *We make it clear that in case there is continued non-*

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> *compliance of the order dated 21st October 2026 (supra) and the directions of this Court, by the Respondent No.3 – Bank on or before the next date, we would be constrained to initiate contempt proceedings against the Bank and its responsible officers/Managing Director/Directors, as the law would permit. We are saddened to express our disapproval qua the conduct on part of the officials of Respondent No.3-Bank, who, to state the least, ought to have little value and respect for human suffering. In the given factual complexion, we are constrained to observe that in case no satisfactory response is filed on the next date fixed, we would be constrained to direct the Managing Director and Chief Executive Officer (CEO) of the Respondent No. 3-Bank to remain present before this Court.*
>
> ***9.*** *Let the matter be listed on* ***20th November 2026, 'High on Board'."***

5. As would be evident from the above, we did make certain *prima facie* observations touching upon the merits of the controversy, to the effect that this Court finds no justification for Respondent No. 3 – Bank of Baroda to have unilaterally deducted the amount of Rs. 1,20,19,948/- which bears no satisfactory explanation. This Court further observed that though the Respondent No. 3 – Bank of Baroda attempted to dress up their conduct by stating that additional 1% interest which was exclusively meant for its retired staff was inadvertently and by clerical oversight, extended to the Petitioner. However, the record would reveal that the Petitioner, since the year 2011 was eligible to such interest at 1% which was offered to the Petitioner, after verifying his eligibility and the Petitioner had fully availed of such benefit accorded to him by the Respondent No. 3 – Bank of Baroda. The Respondent No. 3 – Bank of Baroda has denied

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such position. However, it was noted that we find it difficult, *prima facie*, to accept that the said Bank can belatedly contend, more as an afterthought, that such unilateral deduction of the said amount was attributable to some clerical error, on part of Respondent No. 3 – Bank of Baroda. Be that as it may.

6. As the proceedings progressed, pursuant to the order dated 20th November 2026, the Respondent No. 3 - Bank of Baroda has, in right earnest, come forward with an offer to pay the Petitioner, by way of final settlement, so as to put a quietus to the *lis*.

7. In the above context, the Respondent No. 3 – Bank of Baroda has filed an Additional Affidavit dated 20th November 2026. In essence, the Respondent No.3- Bank of Baroda has expressed its readiness and willingness to remit/pay a sum of Rs.1,47,67,508/- to the Petitioner, by way of full and final settlement. This amount includes principal amount of Rs. 1,20,19,948/- with interest calculated at 10.55% p.a. for a period of 26 months, commencing from September 2024 until November, 2026. Such interest would come to Rs.27,47,560/-, the calculation of which is set out at Exhibit 'A' to the said Additional Affidavit of the Respondent No. 3 – Bank of Baroda. For ease of reference and convenience the relevant paragraphs of the said Additional Affidavit are reproduced below:-

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> *"**3.** I say that as per the computation furnished by the Advocate for the Petitioner, the principal amount deducted from the Fixed Deposit Receipts aggregates to Rs. 1,20,19,948/- (Rupees One Crore Twenty Lakhs Nineteen Thousand Nine Hundred and Forty Eight Only), together with interest calculated at the rate of 10.55% per annum for a period of 26 months, commencing from September 2024 until November 2026, amounting to Rs. 27,47,560/- (Rupees Twenty Seven Lakhs Forty Seven Thousand Five Hundred and Sixty Only). A copy of the calculation statement reflecting the aforesaid computation is annexed hereto and marked as "Exhibit A".*
> ***4.** I say that accordingly, the aggregate amount as per the aforesaid computation furnished by the Advocate for the Petitioner works out to Rs. 1,47,67,508/- (Rupees One Crore Forty-Seven Lakhs Sixty-Seven Thousand Five Hundred and Eight Only). The Respondent Bank, pursuant to its submissions before this Hon'ble Court, is ready and willing to pay and remit the aforesaid amount to the Petitioner.*
> ***5.** I say that the Petitioner has furnished his Bank Account particulars for the purpose of remittance of the aforesaid amount. The details of the account furnished by the Petitioner are as under:*
> …..
>
> ***6.** I say that the Respondent Bank is ready and willing to remit the aforesaid amount of Rs. 1,47,67,508/- (Rupees One Crore Forty-Seven Lakhs Sixty-Seven Thousand Five Hundred and Eight Only) directly into the aforesaid Bank account furnished by the Petitioner, subject to confirmation of the account particulars and completion of the requisite banking formalities. Copy of the Bank Account particulars furnished by the Petitioner is annexed hereto and marked as "Exhibit B".*
> ***7.** I say that the Respondent Bank undertakes to take all necessary steps for remittance of the aforesaid amount within the time as may be directed by this Hon'ble Court, upon confirmation of the aforesaid account particulars and receipt of the necessary instructions, if any, from the Petitioner.*
> ***8.** I say that the Respondent Bank has taken the aforesaid steps in good faith and with a bona fide intention of bringing the dispute to an amicable conclusion and to comply with the directions issued by this Hon'ble Court. The Bank reiterates its willingness to resolve the present dispute without further prolonging the proceedings."*

8. Today i.e. on 26th November 2026, when the matter is listed for Compliance, this Court is informed by Ld. Counsel for parties that the aforementioned amount is credited and duly received by the Petitioner, in his account. A note of compliance dated 26th November 2026 with the date of payment and amount transferred to

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the Petitioner's account (after deduction of TDS) is furnished by the Ld. Counsel for the Respondent No.3-Bank of Baroda, the same is taken on record and marked as Exhibit 'X' for identification.

9. This finally would close the chapter, *qua* the dispute before us, in this proceeding.

10. Pursuant to the orders passed by this Court, from time to time, we have no hesitation to place on record due compliance thereof, as noted above. In this regard, we acknowledge the sincere efforts taken by the Ld. Counsel for the respective parties who have assisted us primarily as Officers of this Court, in the true sense. The dispute could be resolved, equally with the positive intervention of the Respondent No. 3 – Bank of Baroda and its office bearers who agreed to come forward to finally draw the curtains on this long pending dispute. The Ld. Counsel for the Petitioner has equally toiled hard to bring about a satisfactory closure. We record our appreciation for the sincere efforts of the Ld. Counsel and the parties, in this proceeding.

11. The Ld. Counsel for the Petitioner, has on instructions, graciously accepted the settlement amount of Rs.1,47,67,508/- offered by the Respondent No. 3 – Bank of Baroda, as set out in its Additional Affidavit (supra). In view thereof, as the Petition stands worked out, we have no hesitation in disposing of this Petition.

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12. Accordingly, the Writ Petition stands Disposed Of.

13. Considering the peculiarity of the factual complexion of this case, it is clarified that this would not be cited as a precedent, as a matter of course. The Ld. Counsel for Respondent Nos. 3 and 4 has very fairly stated that this would not be publicized by the Petitioner.

14. Before parting with the proceedings and record, we deem it fit and necessary to make a few observations, which follow.

15. Unfortunately, we have come across situations where senior citizens, despite being long standing customers of banks and financial institutions face inconvenience, hardship and apathy in their dealings with these institutions, which can easily be mitigated and in-fact avoided.

16. Despite having placed their life's hard-earned savings which these institutions are repository of, in this context, they ought not to knock the doors of Courts time and again. This should be the last resort, an exception and not a rule. Illustratively, there are instances relating to validation of KYC requirements involving senior citizens etc., including situations like the present, they are often made to run from pillar to post.

17. In such cases, a more pragmatic solution based humane approach *albeit* in accordance with law, is the key. This, so as to

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ensure that they are not embroiled in unwarranted technicalities and entangled in unnecessary procedural hassles, which in many situations, can be easily addressed.

18. As Banks and Financial Institutions form an integral part our policymakers vision of 'Viksit Bharat', ensuring hassle-free, hindrance-free transactions, particularly involving senior citizens / vulnerable sections of society, is crucial, as much as it is essential.

19. Undisputedly, any business/commercial venture would survive, thrive on the finance coming from its customers and clients. The need of the hour, therefore, is an approach anchored in responsibility and accountability, one that must intrinsically, become a part of the system and its institutional ethos. The fate of otherwise law-abiding persons, particularly senior citizens, in such transactions, cannot merely be contingent upon protracted litigation.

20. It is on this note of solemn optimism, that we conclude.

[ADVAIT M. SETHNA, J.] [CHIEF JUSTICE]

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