



2026:DHC:3227



\$~1 (Appellate Side)

\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% **Date of Decision: 15<sup>th</sup> April, 2026**

+ W.P.(C) 7942/2023 & CM APPL. 25408/2024, CM APPL. 25409/2024

SHITIJA SAXENA

.....Petitioner

Through: Mr. Sunil Satyarthi and Mr. Amitanshu Satyarthi, Advocates  
Mob: 98110660737  
Email: [sunilsatyarthi@yahoo.co.in](mailto:sunilsatyarthi@yahoo.co.in)  
Petitioner in person (through VC)

versus

CANARA BANK AND ANR

.....Respondents

Through: Mr. Rahul Kulhare, Mr. Anshuman Nayak and Ms. Divya Prakash Arya, Advocates for R-1  
(M: 7505636665)  
Email: [dparya.aid@gmail.com](mailto:dparya.aid@gmail.com)  
Mr. Nitin Mittal, Advocate for R-2  
(M:9891188839)

**CORAM:**

**HON'BLE MS. JUSTICE MINI PUSHKARNA**

**MINI PUSHKARNA, J (ORAL):**

**This Case is being taken up today as 14<sup>th</sup> April, 2026 was declared as a holiday on account of 'B.R. Ambedkar Jayanti'.**

**CM APPL. 25408/2024**

1. The present application has been filed on behalf of respondent no. 2 under Section 151 of the Code of Civil Procedure, 1908 ("CPC"), seeking recall of the order dated 25<sup>th</sup> April, 2024.
2. It is to be noted that the present petition had earlier been filed seeking



directions to provide to the petitioner all the reasonable and necessary access to operate Locker No. 213 in *Canara Bank, Sarita Vihar, Pocket-H, Local Shopping Complex, New Delhi*. The said prayer was made by the petitioner since the lock of the aforesaid locker had already been broken by the respondent-bank, and all the articles which were taken out from the locker, were in custody of the respondent-bank.

3. The respondent no. 1, i.e., Canara Bank affirmed that the lock of the aforesaid locker had been broken by the bank and all the articles which were taken out from the locker were in custody of the respondent no. 1-bank. As per the stand of the bank, since the hire contract for the locker had not been renewed, and the charges for the locker had also not been paid, the bank was constrained to break open the locker.

4. It is to be noted that the petitioner and respondent no. 2 were earlier married. During the subsistence of their marriage, a bank locker was opened by them jointly. The marriage between the petitioner and respondent no. 2 was subsequently dissolved by way of decree of divorce dated 25<sup>th</sup> October, 2013.

5. On account of the disputes between the parties, neither the fees towards maintenance of the locker was paid, nor the term of the locker was renewed. Accordingly, the respondent no. 1-bank broke open the locker, inventorised the articles, and kept the same under its custody.

6. *Vide* order dated 25<sup>th</sup> April, 2024, this Court has already indicated that the merits of the contentions raised by the parties as regards the ownership of the articles that have been taken out from the locker by the respondent no. 1-bank, have not been adjudicated by this Court.



7. Thus, *vide* order dated 25<sup>th</sup> April, 2024, this Court had directed that the articles in the locker in custody of respondent no. 1-bank, be released to the petitioner herein.

8. However, the present application has been filed on behalf of the respondent no. 2, seeking direction that the said articles shall not be released to the petitioner, as there is a dispute with regard to the claimant of the said articles.

9. As regards the ownership of the articles is concerned, this Court has already indicated that the same would be adjudicated in appropriate proceedings. In this regard, reference is made to Para 14 of the order dated 25<sup>th</sup> April, 2024, which reads as under:

“xxx xxx xxx

**14. This Court makes it clear that the merits of the contentions raised by any of the parties as regards the ownership of the articles that have been taken out from the locker by the respondent no. 1-bank, have not been adjudicated by this Court. In case of any dispute as regards to the ownership of the articles, which were lying in the locker and which are now being released by the respondent-bank to the petitioner, the same shall be adjudicated in appropriate proceeding, in case respondent no. 2 has any objection with respect to the same.**

xxx xxx xxx”

(Emphasis Supplied)

10. As noted hereinabove, petitioner and respondent no. 2 have already separated from each other and both of them have already remarried.

11. Since there are disputes with regard to the articles kept in the aforesaid locker, i.e., the jewellery and both the parties claim ownership of the jewellery and have made claims over different articles, in the fitness of things, the Court had directed *vide* order dated 01<sup>st</sup> May, 2024 that the



respondent no.1-Canara Bank shall keep the articles in their custody for the time being, till the disputes between the parties are amicably settled.

12. Further, this Court had also directed the respondent no. 2 to clear all the dues of the bank, as regards the locker in question. The order dated 01<sup>st</sup> May, 2024, reads as under:

“xxx xxx xxx

**3. Having heard learned counsels appearing for the parties, it is directed that the articles that have been taken out from Locker No. 213 in Canara Bank, Sarita Vihar, Pocket-H, Local Shopping Complex, shall be retained by the bank for the time being, till the disputes between the parties are amicably settled.**

*4. Though the parties have already been divorced long back in the year 2013, litigation between the parties are still pending. Thus, with the consent of the parties, the matter is referred to Mediation before the Delhi High Court Mediation and Conciliation Center.*

*5. Ms. Veena Ralli, Adv. is appointed as the Mediator in the present case. The learned Mediator is requested to deal with all the issues pertaining to the various litigations which are pending between the parties, including the distribution of the jewellery, which is in custody of the Canara Bank, for the time being.*

**6. Since the respondent-Canara Bank has been directed to keep the articles in its custody for the time being, it is directed that respondent no.2- Abhinav Rustagi, shall clear all the dues of the bank as regards the locker in question. Further, the respondent no.2 shall also continue to pay to the bank, the amount as demanded by the bank for keeping the aforesaid articles in its custody.**

*7. The respondent-Canara Bank is at liberty to raise its bill to the respondent no. 2 in this regard. The charges to the bank shall be paid by respondent no. 2, without prejudice to his rights and contentions.*

xxx xxx xxx”

(Empahsis Supplied)

13. Considering the nature of the disputes, this Court had referred the matter to Delhi High Court Mediation and Conciliation Centre. However, Mediation Report dated 09<sup>th</sup> April, 2026 has been received, which indicates that the matter has not been settled.



14. Accordingly, considering the facts and circumstances of the present case, the order dated 25<sup>th</sup> April, 2024 is modified to the extent that the articles, as taken out from the locker, shall continue to be held in the custody by the respondent no. 1-bank.

15. As far as the claim of ownership made by the parties over different articles taken out from the locker is concerned, in view of the contradictory claims being raised by the parties, this Court cannot decide or enter into disputed questions of facts in the present writ proceedings.

16. Accordingly, it is directed that the issue with regard to the claim of the respective parties to the articles, i.e., the jewellery items that are presently in custody of the Canara Bank, shall be decided in appropriate proceedings.

17. The parties are granted liberty to file appropriate proceedings in Civil Court with regard to their claim over the respective articles of the jewellery.

18. Till the final decision is given by appropriate Court of law with regard to the entitlement of the respective articles of the jewellery, as taken out by the bank from the locker, it is directed that the respondent no. 1 –bank, will continue to hold the articles in their custody.

19. It is further directed that since there were previous directions by this Court *vide* order dated 01<sup>st</sup> May, 2024 to the respondent no. 2 to clear the dues of the bank, it is directed that till the bank holds the articles, respondent no. 2 shall continue to make the requisite payments to the bank for holding the articles in its custody.

20. The issue with regard to sharing of the payments made to the bank by the respondent no. 2, shall also be subject matter of the appropriate



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proceedings, when final decision is taken with regard to the articles as held in custody of the bank.

21. With the aforesaid directions, the present application is disposed of.

**MINI PUSHKARNA, J**

**APRIL 15, 2026/ak**