

**IN THE CONSUMER DISPUTES REDRESSAL COMMISSION,
THRISSUR**

Present : Sri. C.T. Sabu, President
Smt. Sreeja. S., Member
Sri. Ram Mohan R., Member

29th day of April 2026
CC 421/23 filed on 25/08/2023

- Complainants : 1) Sathyavalli, D/o Gopalan, Pattiyampully House,
P.O. Kurichikkara, Thanikkudam, Kallayi – 680 028.
2) Saseendran, S/o Gopalan, Pattiyampully House,
P.O. Kurichikkara, Thanikkudam, Kallayi – 680 028.
(By Adv. T.S. Srutheesh, Thrissur)
- Opposite Parties : 1) Central Bank of India, Thanikkudam Branch,
Thanikkudam.
2) Bank Manager, Central Bank of India,
Thanikkudam Branch, Thanikkudam.
(OP 1 & 2 Ex-parte)

FINAL ORDER

By Sri. Ram Mohan R, Member :

1) Complaint in brief, as averred :

The complaint is filed under Section 35(1) of the Consumer Protection Act, 2019. The 1st complainant is the mother of the 2nd complainant. The complainants statedly hold a savings account with the 1st opposite party bank. The 2nd opposite party is the Manager of the 1st opposite party bank. The complainants availed an agricultural loan of Rs.3,00,000/- (Rupees Three lakhs only) from the 1st opposite party bank in the year 2014 with loan Account No. CKCC3332382945, after depositing with the bank documents including original Pattayam No.A3-311/11 in favour of the 1st complainant in respect of a landed property having an extent of 0.8903 hectare (2 acre 20 cents) in Survey No.1416/P Madakkathara Village. The complainants state that they were lured by the various promises made by the 2nd opposite party - Manager of the bank

and hence availed the said loan. Subsequently, on 26/04/2018 when the 2nd complainant approached the opposite parties for an additional loan of Rs. 2,00,000/- (Rupees Two lakhs only), they had informed him that the Pattayam document was missing. The complainants were shocked to hear loss of the property document. The 2nd opposite party on 02/02/23 issued a declaration stating the loss of the Pattayam document. The complainants aver that owing to the loss of the documents the 1st complainant is not in a position to sell her property, or to raise fund from any financial institution by pledging the same. The event of irrecoverable loss of the pattayam document from the bank is alleged to have caused severe mental and physical agony to the complainants and also inflicted economic loss on them. A lawyer notice caused by the 1st complainant statedly elicited no result. The complainant alleges deficiency in service on the part of the opposite parties and claims for a total compensation worth Rs.20,00,000/- (Rupees Twenty lakhs only) for the agony, hardship and financial loss inflicted on them.

2) NOTICE :

The Commission issued notice to both the opposite parties. The opposite parties failed to file the written version in time, despite their having received the Commission's notice to that effect. Hence the Commission was constrained to proceed ex-parte against both the opposite parties.

3) Evidence :

The complainant produced documental evidence that had been marked Exts. A1 to A11, apart from affidavit and notes of arguments. The 2nd complainant underwent cross examination by the opposite parties. Proceedings against the opposite parties being ex-parte, no evidence adduced on their part.

4) Deliberation of evidence and facts of the case :

The Commission has very carefully examined the facts and evidence of the case. Ext. A1 is copy of the 2nd complainant's letter dtd. 14/05/2018. Ext. A2 is copy of the 1st complainant's letter dtd. 15/11/2019 addressed to the 2nd opposite party. Ext. A3 is copy of the 1st complainant's letter dtd. 06/09/21 addressed to the 2nd opposite party. Ext. A4 is photocopy of Patta in Form No.6 bearing No.A3-311/11 in favour of the 1st complainant in respect of 0.8903 hectare land in Survey No.1416/P in Madakkathara Village. Ext. A4 bears an endorsement of the 1st opposite party regarding deposit of original pattayam with them. Ext. A5 is attested copy of an extract of bank passbook. Ext. A6 is copy of lawyer notice. Ext. A7 is copy of receipt of complaint issued by Viyyoor Police Station along with copy of complaint. Ext. A8 is the 2nd opposite party's letter dtd. 02/02/23 addressed to the 1st complainant. Ext. A9 is copy of FIR No.0992 dtd. 19/11/23. Ext. A10 is copy of the 2nd opposite party's letter dtd. 03/03/2014 addressed to Adv. Surendranath P.A., Ayyanthole, Thrissur. Ext. A11 is a bank-issued copy of "Process Note For Renewal of CKCC" dtd. 30/03/2021 in respect of the complainants' loan account No.3332382945. A pen drive produced by the complainant was seen marked MO1 (SP).

5) Points of deliberation :

- (i) Whether the alleged fault on the part of the opposite parties stands proved? Also whether there is any deficiency in service on the part of the opposite parties? If yes;
- (ii) Whether the complainant is entitled to receive the compensation claimed ? If not, the quantum eligible ?
- (iii) Costs ?

6) Point No.(i)

Though the proceedings against both the opposite parties were set ex-parte owing to their failure to file written version within the stipulated time, the opposite parties subsequently filed their notes of argument and were also heard in accordance with the dictum laid down by the Hon'ble Supreme Court by its judgment *dttd. 22/07/24 in Kaushik Narsinhbhai Patel V/s M/s S.J.R. Prime Corporation Pvt. Ltd.*, The 2nd complainant was also cross examined by the opposite parties. The submissions so advanced by the opposite parties have also been duly considered for the limited purpose of adjudication of this case.

The opposite parties by their argument notes admit the loan availed by the 1st complainant. But they aver that the 2nd complainant lacks locus-standi to litigate, as he is not authorised by the 1st complainant to do so. They also contend that the complainants had defaulted repayment of the impugned loan and hence they have no right to seek return of the original documents. It is also argued that the 2nd complainant, during cross-examination by the opposite parties, had admitted their having defaulted in repayment of the loan.

The complaint is originally filed jointly by the 1st and the 2nd complainants. Hence the opposite parties' argument regarding want of an additional authorisation for the 2nd complainant to litigate, does not hold any water. Moreover, Ext. A11 document issued by the opposite parties indicate that both the complainants were the borrowers of the impugned loan.

The Ext. A4 document bears the 1st opposite party's endorsement to the effect that the impugned pattayam was deposited with them on 25/03/2014. Ext. A8 letter which is duly signed by the 2nd opposite party, affirms that the documents in respect of the 1st complainant's CKCC No.3332382945 were missing and the matter had been reported to the higher authorities. It is also

stated therein that they had procured duplicate copy of the impugned Patta. Ext. A11 document regarding process note for renewal of CKCC also bears the endorsement that “EM in respect of the complainant’s loan account No.3332382945 is missing from the bank”. The term ‘EM’ evidently seems to be ‘Equitable Mortgage’. None of these documents were disputed by the opposite parties. A conjoint evaluation of the evidence adduced by the complainant, would establish the fact that the impugned Pattayam is irrevocably lost from the possession of the opposite parties. A bank, being a custodian of valuable securities deposited by its customers, is under a legal obligation to maintain and safely keep such documents with utmost care and diligence. Loss of such vital documents clearly establishes the negligence on the part of the opposite parties. The contention of the opposite parties that the complainants are defaulters cannot be accepted as a valid defence to cover up their negligence. Even assuming if the complainants have defaulted in repayment, the opposite parties are not absolved of their responsibility to safely preserve the documents entrusted to them. Further, even if the complainants discharge the entire loan liability, the opposite parties are proved to be not in a position to return the original Pattayam document, thereby causing serious prejudice to the complainants. Resultantly, we are inclined to hold that there is deficiency in service on the part of the opposite parties. The Hon’ble National Commission held the same view in *State Bank of India Vs Amitesh Mazumdar (RP No.2732/2019) by its judgment dtd. 03/01/2020*

Point No.(1) is thus proved in favour of the complainants.

7) Point No.(ii) & (iii) :

The opposite parties argue that the complainants are defaulters in repayment of loan and are not entitled to receive the original documents back. But the opposite parties are duty bound to return the original documents, if the

debt is fully repaid by the complainants. It is evident from the evidence placed before us that the opposite parties are not in a position to return the original Pattayam document even if the complainants repaid their debt in its entirety. The knowledge that even upon discharge of the entire loan liability the opposite parties are incapable of restoring the document deprives the complainants of a sense of security and finality, thereby causing persistent anxiety, frustration, and a feeling of helplessness. Hence the opposite parties' contention regarding the complainant's default in repayment cannot justify their negligence in safely keeping the valuable documents. Loss of the original document prevents the complainants from being restored to the original position prior to pledging the document. Even full repayment of the debt would not make the property 'scot – free', nor would it enable the 1st complainant to exercise full rights over the property, as the original title document is essential for ascertaining ownership and undertaking any transaction. The 1st complainant may not be able to realise the true market value of the property in question when she is in a position to sell the same. The decline in the value of the property if it is to be sold without the original title document, would be substantial. Further, if the complainants intend to take a loan by mortgaging the impugned property, they will not be able to get a ready lender unless the original title document of the property, concerned, is deposited. Even banks including the opposite parties or other financial institutions will not be willing to provide loan against a property, if the original title document is not deposited with them. Therefore, we recognise that the situation causes mental distress and unease to the complainants who even if repay the entire debt, is deprived of the benefit of returning to the pre-pledge position.

The complainants claim for a total compensation worth Rs.20,00,000/- (Rupees Twenty lakh only) for the agony, hardship and financial loss inflicted on them. But the complainants failed to prove the extent of damage inflicted on

them. Also, the complainants failed to adduce any documental evidence to substantiate the claimed value of compensation. It is trite law that compensation shall be based on case specifics. The complainants have not adduced any cogent evidence to establish the extent of damage inflicted on them or the actual monetary loss suffered. Nor did they care to produce any document to establish the market value of the impugned property. There is no strait-jacket formula to decide the quantum of compensation to be awarded in a case. It shall be based upon the evidence adduced and not on the mere asking. The Hon'ble Supreme court had time and again underscored this stance of ours in a catena of its judgments including that *dtd. 06/02/2026 in ITC Ltd. Vs Aashna Roy (Civil Appeal No.3318/23)*. Therefore, we are not in a position to grant the claimed sum of Rs.20,00,000/- (Rupees Twenty lakhs only) towards compensation.

At the same time, as discussed earlier, the decline in the value of the impugned property if it is to be sold without the original title document, will be substantial and also the complainants will not be able to raise financial aid from any bank or other financial institution by mortgaging the impugned property without the original title document. The very economic loss inflicted on the complainants will impart mental agony and hardship on them. Ext. A11 document indicates that the loan sanctioned by the opposite parties was Rs.3,00,000/- (Rupees Three lakh only). It is common knowledge that banks rarely finance 100% of the property value. It depends on the Loan to Value (LTV) ratio adopted by the banks. Hence it is a matter beyond doubt that the actual market value of the impugned property should be considerably higher than the loan amount of Rs.3,00,000/- (Rupees Three lakhs only) sanctioned. Therefore, we are of the considered view that the 1st complainant is entitled to receive a consolidated sum of Rs.2,50,000/- (Rupees Two lakh fifty thousand only) towards compensation for the agony, hardship and financial loss inflicted

on her and a sum of Rs.10,000/- (Rupees Ten thousand only) towards cost of litigation.

In the result, the complaint is partly allowed as follows :

- a) The opposite parties are directed to jointly and severally pay the 1st complainant a sum of Rs.2,50,000/- (Rupees Two lakh fifty thousand only) towards compensation for the agony, hardship and financial loss inflicted on her, and a sum of Rs.10,000/- (Rupees Ten thousand only) towards cost of litigation, both with 9% interest p.a. till realisation.
- b) The opposite parties shall comply with the above direction within 45 days of receipt of copy of this order.
- c) It is made clear that nothing in this order shall, in any manner, prejudice or deter the opposite parties from adopting any lawful means to realise the outstanding loan liabilities from the complainants or any other concerned party in accordance with law.

Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the open Commission this the 29th day of April 2026.

Sd/-
Sreeja S.
Member

Sd/-
Ram Mohan R
Member

Sd/-
C. T. Sabu
President

Appendix

Complainant's Exhibits :

Ext. A1 copy of the 2nd complainant's letter dtd. 14/05/2018.

Ext. A2 copy of the 1st complainant's letter dtd. 15/11/2019 addressed to the 2nd opposite party.

Ext. A3 copy of the 1st complainant's letter dtd. 06/09/21 addressed to the 2nd opposite party.

Ext. A4 photocopy of Patta in Form No.6 bearing No.A3-311/11 in favour of the 1st complainant in respect of 0.8903 hectare land in Survey No.1416/P in Madakkathara Village. Ext. A4 bears an endorsement of the 1st opposite party regarding deposit of original Pattayam with them.

Ext. A5 attested copy of an extract of bank passbook.

Ext. A6 copy of lawyer notice.

Ext. A7 copy of receipt of complaint issued by Viyyoor Police Station along with copy of complaint.

Ext. A8 the 2nd opposite party's letter dtd. 02/02/23 addressed to the 1st complainant.

Ext. A9 copy of FIR No.0992 dtd. 19/11/23.

Ext. A10 copy of the 2nd opposite party's letter dtd. 03/03/2014 addressed to Adv. Surendranath P.A., Ayyanthole, Thrissur.

Ext. A11 a bank-issued copy of "Process Note For Renewal of CKCC" dtd. 30/03/2021 in respect of the complainants' loan account No.3332382945.

MO1 (SP) A pen drive produced by the complainant

Opposite Parties' Exhibits :

Nil

Id/-
Ram Mohan R
Member

//True copy//

Assistant Registrar