

**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 May 2026
CC 116/23 filed on 11/04/23

Complainant : Siju Raj A, Raj Bhavan, Jawahar Road, Palackal,
Palissery P.O., Trichur – 680 027.
(In Person)

Opposite Party : PNB Housing Finance Ltd., Ambilikala Tower,
2nd Floor, South Amman Kovil Street, Nr. Railway
Overbridge, MG Road, Trichur – 680 004.
(By Advs. Rajith Davis Attathara, Sreeja K etc.,
Thrissur)

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 complainant had availed a home loan from the opposite party housing finance company with loan account No.HOU/TCR/0816/313320. During the subsistence of the said loan, the complainant submitted an application on 05/01/2023 with the opposite party seeking issuance of pre-closure letter in respect of the said loan account, remitting the requisite fee of Rs.885/- (Rupees Eight hundred and eighty five only) by cheque. The said cheque was encashed by the opposite party on 07/01/23. The complainant pleads that the opposite party was bound by the guidelines of the bank to issue pre-closure statement within 21 working days thereof i.e. on or before 02/02/23. The complainant alleges that the opposite party had delayed the issuance of the pre-closure letter despite the requests made by him with various levels of the

opposite party such as local branch to its Executive Director. The complainant alleges that the pre-closure letter was issued on 20th February 2023 only and also that they have unlawfully charged interest of 11.97% on him for the delayed duration as well. The complainant states that he was thus illegitimately charged a sum of Rs.18,342/- (Rupees Eighteen thousand three hundred and forty two only) for the delayed period of 18 days. The complainant claims that he had sufficient fund in his account for the foreclosure of the said loan during the period commencing from 05/11/2023 itself. The complainant in the meantime launched a petition with the National Consumer Helpline with docket No.4276448. The complainant alleges fault on the part of the opposite party. Hence the complaint. The complainant prays for an order directing the opposite party to refund to him the sum of Rs.18,342/- (Rupees Eighteen thousand three hundred and forty two only) that was unlawfully levied on him, apart from compensation.

2) NOTICE :

The Commission having issued notice, the opposite party filed their written version and contested the complaint.

3) Version of the opposite party :

The opposite party admits the loan account as well as his request for pre-closure of the said loan vide letter dtd. 04/01/23. They also admit their having collected an amount of Rs.885/- from the complainant towards issuance of the pre-closure letter. The opposite party avers that consequent to the complainant's request for pre-closure, as a gesture of goodwill, the central team of theirs had contacted the complainant and offered a reduced rate of interest of 8.75 % with nil fee. The complainant vide email dtd.10/01/23 informed his willingness to continue the loan if he was given a reduced interest rate of 8.75%. Consequently, the opposite party closed the complainant's request for

issuance of pre-closure letter. While the opposite party requested the complainant's confirmation regarding the acceptance of the offer, the complainant replied by email dtd. 27/01/23 with a condition that the rate revision shall be effective from February 2023, which the opposite party could not concede to. The opposite party can reduce the rate of interest only with effect from March 2023 only. As the complainant was not willing to accept the date of effect of the reduced interest rate, the opposite party again boarded the complainant's request for issuance of pre-closure letter and informed the complainant by email on 18/02/2023 of the readiness of the pre-closure letter. The impugned pre-closure letter was collected by the complainant on 20/02/2023. The opposite party avers that the delay in issuance of the pre-closure letter was caused by the complainant's acceptance of the opposite party's offer of reduced rate of interest. They also affirm that they had adhered to the time restraint of 21 working days pertaining to the issuance of the pre-closure letter, when it is weighed against the reboarding of the complainant's request on 02/02/23. Thus the opposite party is of the stance that their act of having charged for the period up to 22/02/23, i.e. the date of closure of the loan, is lawful. Hence the opposite party denies any fault on their part.

4) Evidence :

The complainant produced documental evidence that had been marked Ext. A1 to A18, apart from notes of argument. The opposite party produced documental evidence that had been marked Ext. B1 to B6, apart from version, affidavit and notes of argument.

5) Deliberation of facts and evidence of the case :

Ext. A1 is photo copy of Cheque No.072134 dtd. 05/01/2023 for a sum of Rs.885/- issued by the complainant in favour of the opposite party. Ext. A1 further bears the opposite party's endorsement dtd. 05/01/23 regarding its

receipt towards pre-closure statement charge. Ext. A2 is Passbook in respect of complainant's account No.21180100006803 with Federal Bank, Palakkal Branch. Ext. A3 is print-out of email dtd. 17/01/2023. Ext. A4 is print out of email dated 23rd January. Ext. A5 is print-out of re-email dated 23rd January. Ext. A6 is print-out of email dtd. 27/01/23. Ext. A7 is print-out of email dtd. 30/01/23. Ext. A8 is print-out of Text message dtd. 02/02/23. Ext. A9 is print-out of re-email dated 16th February. Ext. A10 is print-out of complaint launched with grievance No. 4276448 dtd.16/02/2023. Ext. A11 is loan closure statement of loan account number HOU/TCR/0816/313320 as on 20/02/23. Ext. A12 is photocopy of payment document No.608129 dtd. 21/02/23 of Federal Bank for a sum of Rs.31,19,423.79 in favour of the opposite party. Ext. A12 further bears the opposite party's endorsement regarding its receipt. Ext. A13 is passbook in respect of complainant's account No.67105121588 with State Bank of India, Paramakkavu Temple branch. Ext. A14 is photocopy of the facing sheet of Ext. A2 passbook. Ext. A15 is print-out of e-mail dated 17th February. Ext. A16 is print out of email dtd. 17/05/2022. Ext.A17 is print-out of receipt No.6076411004015 dtd. 08/11/23 issued by Avinissery Grama Panchayath pertaining to payment of property tax in favour of the complainant. Ext. A18 is copy of letter dtd. 25/09/23 issued under the Right to Information Act by M/s Punjab National Bank addressed to the complainant.

Ext. B1 is copy of General Power of Attorney dtd. 09/11/2023 issued by Punjab National Bank Housing Finance ltd.,. Ext B2 is print-out of email dtd. 10/01/23. Ext. B3 is print-out of email dtd. 30/01/23. Ext. B4 series comprise print-out of email trail dtd. 27/01/23. Ext. B5 is print-out of email dtd. 17/01/23. Ext. B6 is copy of loan closure statement – Loan Account Number HOU/TCR/0816/313320 as of 20th February 2023 issued by the opposite party in favour of the complainant.

6) Points of deliberation :

- (i) Whether there is any deficiency in service on the part of the opposite party ? Also whether the complainant is entitled to receive refund of the claimed sum ? If yes;
- (ii) Whether the complainant is entitled to receive any compensation from the opposite party ? If so its quantum ?
- (iii) Costs ?

7) Point No.(i) :

The evidence adduced by either party was not disputed by the other. The complainant's request for issuance of loan foreclosure statement is admitted by the opposite party. The opposite party's endorsement on Ext. A1 document evidences that they have received the complainant's request on 05/01/2023. The time line of 21 working days prescribed for issuance of loan closure statement is not disputed by the opposite party. Hence, once the borrower exercises his right for seeking loan closure statement remitting the requisite fees, the opposite party is under an obligation to issue the same within the stipulated period. The defence of the opposite party rests on the contention that the complainant expressed willingness to accept the offer of a reduced rate of interest put forward by them. It is pertinent to note that the opposite party had made the said offer, during the pendency of the complainant's request for issuance of a loan closure statement. The pleadings and evidence placed on record show that even without arriving at a concluded contract regarding the revised terms, the opposite party had unilaterally closed the complainant's request for issuance of loan closure statement. Mere negotiation or proposal cannot override a valid and subsisting request for issuance of loan pre-closure statement. It is axiomatically evident that the opposite party had chosen to engage in negotiation for its own commercial interest. By any stretch of imagination, such interest of the opposite party could not prejudice the right of complaint, which he had duly exercised on

remitting the requisite fee. The opposite party does not dispute the complainant's claim that the cheque for issuance of loan closure statement was cashed by them on 07/01/2023. Ext. B6 loan closure statement unambiguously evidences that it was issued on 20/02/23 only. We are, therefore, of the considered view that the delay beyond 21 working days is attributed solely to the opposite party, and hence there is deficiency in service on their part. For the very same reason itself, their act of having charged interest for the period of delay, which was caused by the opposite party itself, is arbitrary and unjustified. It is trite law that no party can take advantage of its own wrong, as underscored by the celebrated legal maxim *nullus commodum capere potest de injuria sua propria*. The complainant is therefore entitled to receive refund of the interest unlawfully charged for the delayed period i.e. Rs.18,342/- (Rupees Eighteen thousand three hundred and forty two only).

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

As discussed under the foregoing point, the conduct of the opposite party in unjustifiably delaying issuance of the loan foreclosure statement and thereafter levying interest for the delayed period amounts to clear deficiency in service on their part. The complainant who had complied with all the procedural requirements, was compelled to undergo unnecessary mental agony and financial hardship, inconvenience and anxiety on account of the arbitrary action of the opposite party. The delay deprived the complainant of the opportunities to close the loan account within intended time and exposed him to additional financial liability for no fault of his own. Such conduct of the opposite party which is expected to act with fairness, diligence and transparency, cannot be countenanced. Considering the nature of deficiency, the avoidable mental suffering, the financial strain caused to the complainant and the prolonged inconvenience inflicted upon him, we are of the contemplated view that the complainant is entitled to receive from the opposite party a sum of Rs.25,000/-

(Rupees Twenty five thousand only) towards compensation for the agony, hardship, inconvenience and financial strain he underwent and a sum of Rs.10,000/- (Rupees Ten thousand only) towards costs.

In the result, the complaint is allowed and the opposite party is directed to pay the complainant :

- a) a sum of Rs.18,342/- (Rupees Eighteen thousand three hundred and forty two only) towards refund of the interest unlawfully levied on him,
- b) a sum of Rs.25,000/- (Rupees Twenty five thousand only) towards compensation for the agony, hardship, inconvenience and financial strain inflicted on him, and
- c) a sum of Rs.10,000/- (Rupees Ten thousand only) towards costs,

all with 9% interest p.a. from the date of filing of the complaint till the date of realisation. The opposite party shall comply with the above direction within 45 days of receipt of a copy of this order.

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

Sreeja S.
Member

Ram Mohan R
Member

C. T. Sabu
President

Appendix

Complainant's Exhibits :

- Ext. A1 photo copy of Cheque No.072134 dtd. 05/01/2023 for a sum of Rs.885/- issued by the complainant in favour of the opposite party.
Ext. A1 further bears the opposite party's endorsement dtd. 05/01/23 regarding its receipt towards pre-closure statement charge.
Ext. A2 Passbook in respect of complainant's account No.21180100006803 with Federal Bank, Palakkal Branch.
Ext. A3 print out of email dtd. 17/01/2023.

- Ext. A4 print out of email dated 23rd January.
Ext. A5 print-out of re-email dated 23rd January.
Ext. A6 print-out of email dtd. 27/01/23.
Ext. A7 print-out of email dtd. 30/01/23.
Ext. A8 print-out of Text message dtd. 02/02/23.
Ext. A9 print-out of re-email dated 16th February.
Ext. A10 print-out of complaint launched with grievance No. 4276448
dtd.16/02/2023.
Ext. A11 loan closure statement of loan account number
HOU/TCR/0816/313320 as on 20/02/23.
Ext. A12 photocopy of payment document No.608129 dtd. 21/02/23 of Federal
Bank for a sum of Rs.31,19,423.79 in favour of the opposite party
Ext.A12 further bears the opposite party's endorsement regarding its
receipt.
Ext. A13 passbook in respect of complainant's account No.67105121588 with
State Bank of India, Paramakkavu Temple branch.
Ext. A14 photocopy of the facing sheet of Ext. A2 passbook.
Ext. A15 print-out of e-mail dated17th February.
Ext. A16 print-out of email dtd. 17/05/2022.
Ext. A17 print-out of receipt No.6076411004015 dtd. 08/11/23 issued by
Avinissery Grama Panchayath pertaining to payment of property tax in
favour of the complainant.
Ext. A18 copy of letter dtd. 25/09/23 issued under the Right to Information Act
by M/s Punjab National Bank addressed to the complainant.

Opposite Party's Exhibits :

- Ext. B1 copy of General Power of Attorney dtd. 09/11/2023 issued by Punjab
National Bank Housing Finance Ltd.,.
Ext B2 print-out of email dtd. 10/01/23.
Ext. B3 print-out of email dtd. 30/01/23.
Ext. B4 series comprise print-out of email trail dtd. 27/01/23.
Ext. B5 print-out of email dtd. 17/01/23.
Ext. B6 copy of loan closure statement – Loan Account Number
HOU/TCR/0816/313320 as of 20th February 2023 issued by the
opposite party in favour of the complainant.

Ram Mohan R
Member