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| Date of Disposal | : | 03.06.2026 |

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,**  
**KANCHIPURAM DISTRICT @ CHENGALPATTU**

**PRESENT: THIRU. U.KASIPANDIAN, B.A., M.L., ..... PRESIDENT**  
**THIRU.M.JAWAHAR, B.A. L.L.M., ..... MEMBER-I**

**CC.No.03 / 2026**  
**THIS WEDNESDAY THE 3<sup>rd</sup> DAY OF JUNE 2026**

1. Mr. Somasekhar Gangarapu,  
S/o.Mr. Haribabu Gangarapu,
2. Mrs. Sai Sireesha Nidiginti,  
W/o. Mr. Somasekhar Gangarapu,

Both are residing at

Flat No.A107, Ecolife EON AKASH,  
Off Varthur Panathur Main Road,  
Balagere, Varthur,  
Bangalore - 560 087.

:: **Complainant(s).**

**//Vs.//**

State Bank of India,  
Represented by its Assistant General Manager,  
Retail Assets Central Processing Centre,  
No. 50, A R Plaza, Mount Poonamallee High Road,  
Ayyapanthangal, Chennai – 600 056.

:: **Opposite party(s).**

**Counsel for the complainant (s) : M/s.I.Senthamil Selvan, Advocates.**

**Counsel for opposite party(s) : M/s.I.Arun Kumar, Advocates.**

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| Service Completion | : | 05.02.2026 |
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This complaint having come up for final hearing before us on 12.05.2026, in the presence of M/s.I.Senthamil Selvan, Advocates for the complainant, M/s.I.Arun Kumar, Advocates for the opposite party, and this Commission delivered the following:

## **ORDER**

### **PRONOUNCED BY THIRU. U.KASIPANDIAN, PRESIDENT.**

1. This complaint is filed by the complainant under Sec.35 of the Consumer Protection Act, 2019, against the opposite party seeking direction, directing the opposite party to trace and return the original title documents deposited under Loan No.32615265340; to pay a sum of Rs.20,00,000/- towards mental agony, emotional trauma and financial insecurity and gross negligence of the opposite party; & to pay a sum of Rs.20,00,000/- being litigation costs.

**2. Brief averments in the complaint is as follows:-**

The Complainants submits that they are consumers within the meaning of Section 2(7) of the Consumer Protection Act, 2019, having availed banking services of the Opposite Party for consideration. The Complainants submits that the Opposite Party is engaged in the business of banking and is therefore a "service provider" liable for providing efficient and lawful services to consumers. The Complainants submits that they availed a home loan of Rs.46,35,000/- from the Opposite Party vide Loan Account No. 32615265340 in the year 2012 for the purchase of a residential flat detailed viz., Residential Flat No. 8026, Block 8, Floor 2, Door 6, Karambakkam Village, Ambattur Taluk, Tiruvallur District (previously Saidapet Taluk), comprised in Survey Nos. 148/5A, 148/7A, 137/1 and 138/1. The Complainants submits that as a part of the loan documentation process, they deposited original title deeds and documents with the Opposite Party, including Registered Sale Deed (Document No. 9380/2012 dated 19.12.2012), Unregistered Construction Agreement dated 17.07.2012, Memorandum of Deposit of Title Deeds (Doc. No. 5747/2013). The Complainants submits that they have fully repaid the loan on 16.04.2024 and are entitled to the return their original documents However, to their utter shock, the complainants were informed that the

documents had been lost/misplaced by the Opposite Party. The Complainants submits that in view of the continued inaction by the Opposite Party, they also filed a complaint before the Reserve Bank of India Ombudsman under Complaint No.N202425002017327 on 17.11.2024, seeking redressal for the misplacement of original title documents. However, the said complaint was closed on 16.03.2025 under Clause 16(2)(b) of the RBI Integrated Ombudsman Scheme, 2021, as the compensation sought was beyond the Ombudsman's powers, thereby requiring the Complainants to pursue an appropriate legal remedy. The closure was not on merits, but, on jurisdictional limitations. The Complainants submits that vide E-MAIL communication dated 30.09.2024, the Opposite Party admitted in writing that they were "yet to trace the file containing the housing loan documents" and expressed "deep regret for the inconvenience caused," thereby unequivocally admitting the loss of the essential property documents while in their custody. The Complainants submits that due to the failure of the Opposite Party to return the original title deeds or provide legally acceptable substitutes in a timely manner, the prospective buyer backed out of the sale, citing uncertainty around the property's legal title. This led to not only loss of the sale opportunity, but also, a drastic drop in property value and ongoing financial hardship to the Complainants. The Complainants submits that on several occasions in the g-mail communications and in phone calls, the opposite party has promised that either they will trace out the property documents or they will assist the complainants in obtaining a certified copy, but they have neglected all their promises. The Complainants submits that immediately thereafter, they issued a Legal notice dated 28.07.2025, calling upon the Opposite Party to return the original documents or compensate for the loss and suffering caused. The Complainants submits that the Opposite Party through its counsel issued a reply notice dated 08.08.2025, wherein the Opposite Party admitted

that the documents had been inadvertently misplaced, and alleged to have taken remedial steps like lodging missing document reports with police and publishing notices in newspapers. The Complainants submits that despite such admissions, the Opposite Party has failed to recover or restore the documents, nor have they provided any effective compensation or legal remedy to the Complainant.

In the case of *Manoj Madhusudhanan v. ICICI Bank Ltd.*, 2023 SCC OnLine NCDRC 323, the Commission clarified that *"the issue is not of fixing a value to a piece of real estate which the complainant is in possession of. Rather, it is one of compensation for the deficiency in service and of indemnifying the complaint against any future loss."* It further stated that *the bank's liability was manifest in the loss of the documents and it could not seek to shift the liability to its agent, Blue Dart. The Commission also took note of the deficiency in service established by Banking Ombudsman as well.*" NCDRC directs ICICI bank to pay 25 lakhs compensation over lost property documents.

In the case of *State Bank of India v. Amitesh Mazumder*, the NCDRC ordered *SBI to pay 25 lakh compensation to Amitesh Mazumder for losing his property's title deed after he had repaid his loan. The compensation was for the deficiency in service, as the loss of the original document negatively impacted the property's value and the owner's ability to get future loans.* The Complainants submits that due to the negligence of the Opposite Party, they have lost confidence in the security of their property title, are unable to deal with the property, and have suffered immense mental agony, financial risk, and emotional distress. The Complainants submits that the actions of the Opposite Party amount to gross negligence, deficiency in service under Section 2(11), and unfair trade practice under Section 2(47) of the Consumer Protection Act, 2019. The Complainants submits that as per section 34 of the Act, this Hon'ble Commission has

territorial jurisdiction to entertain this complaint as the cause of action arose within its jurisdictional limits, inasmuch as the Opposite Party's branch where the loan was processed and original documents misplaced is situated at Ayyapanthangal, Chennai-600056, which falls within the jurisdiction of the Tiruvallur District Consumer Disputes Redressal Commission. The Complainants submits that the cause of action for the present complaint arose on 16.04.2024 when the housing loan was fully repaid and the Opposite Party failed to return the original title documents despite demand. The Complainant further submits that the housing loan was fully repaid and the opposite party failed to return the original title documents despite demand on 30.09.2024, the Opposite Party admitted in writing through emails that the loan documents were misplaced on 30.10.2024. They also filed a complaint before the Reserve Bank of India Ombudsman under Complaint No. N202425002017327 on 17.11.2024, seeking redressal for the misplacement of original title documents and the complaint was closed on jurisdictional limitations. Despite continuous follow ups, there was no reply from the opposite party regarding the return of original title documents, the complainants sent a legal notice demanding the original title documents on 28.07.2025. The opposite party has sent reply notice on 08.08.2025, wherein the opposite party admitted that the documents has been misplaced from their side. The Complainants submits that the total value of the complaint is Rs.46,35,000/- comprising Rs.20,00,000/- as compensation and Rs.2,00,000/- towards litigation expenses. The requisite court fee of Rs.1,000/- as prescribed under the Consumer Protection (Regulation of Fee payable) Rules, 2020, and applicable Tamil Nadu State Rules, has been paid herewith. The Complainants submits that the present complaint is within the period of limitation prescribed under Section 69 of the Consumer Protection Act, 2019 as the cause of action arose on

16.04.2024 when the housing loan was repaid and the Opposite Party lost the original documents. Hence the present complaint.

3. **The brief contention of written version of the opposite party is as follows:-**

The Opposite Party states that the Complainant has availed the Loan from the Opposite Party vide Loan Account No.32615265340 for a Sum of Rs.46,35,000/- Memorandum of Deposit of Title Deed vide and has executed a Document No.5747/2013 in the S.R.O. Chennai South Joint I. dated 11.06.2013. The Opposite Party States that the Complainant has Deposited the Originals of

- a. Sale Deed Document No. 9380/2012, dated 19.12.2012;
- b. Unregistered Construction Agreement, dated 17.07.2012;
- c. Memorandum of Deposit Title Deeds Document No.5747/2013 With the Bank.

The Opposite Party states that the Deposited Originals Documents has been Misplaced and couldn't be retrieved, On request from the Complainants, the Opposite Party has duly responded and made all the Legal Proceedings Accordingly, the Opposite Party States that the Loan has been Closed upon Repayment by the Complainant for the Registration of Receipt Deed, the Opposite Party has executed a Letter to the Sub- Registrar Chennai South Joint I, Saidapet on 19.04.2025. The Opposite Party states that we have acted upon the Guidelines of the Reserve Bank of India, In case of Documents Missing the Certificate Copies of the Document has to be Provided within Prescribed Time. The Opposite Party states that the Opposite Party has duly provided the Certificate Copies within the Prescribed Period on 19.04.2025 and has given a Letter to the Sub-Registrar Chennai South Joint I for the Registration of the Receipt Deed. The Opposite Party further States that the opposite Party through its Panel Advocate has given a Paper Publication in the DHIANAMANI and THE INDIAN EXPRESS on 08.10.2024 for the Original Documents Missing. The Opposite Party

States that in.W.A.No.1160/2024 pronounced by the Hon'ble High Court of Madras which made the Production of Non-Traceable Certificate as Non Mandatory for the Registration of the Documents. The Opposite Party States that they have communicated and duly Responded according with the every possibilities to put the Complainant in a un-stressful situation. In light of the above, Opposite Party pray that this Hon'ble Forum may be pleased to Dismiss C.C.3 of 2026 with exemplary costs in favour of the Opposite Party.

4. In order to prove the case, proof affidavit has been filed by complainant as their evidence and Ex.A1 to Ex.A11 were marked. Written arguments of both sides filed. Heard oral arguments.

The counsel for opposite party filed a memo on 12.03.2026, informing that no exhibit or affidavit. Hence, evidence of opposite party closed.

RBI Circular dated 13.09.2023 is marked as Ex.C1.

Heard both sides. Considered documents available on record.

**5. At this juncture, the point for consideration before this Commission are:-**

1. Whether the complaint is maintainable?
2. Whether there is any deficiency of service on the part of the opposite parties?
3. Whether the complainant is entitled to the relief sought for?
4. To what other reliefs the complainant is entitled to?

**6. Point No.1 to 4 :-** It is an admitted fact that the Complainant has availed the Loan from the Opposite Party vide Loan Account No.32615265340 for a Sum of Rs.46,35,000/- by executing a Memorandum of Deposit of Title Deed vide Document No.5747/2013 in the S.R.O. Chennai South Joint I. dated 11.06.2013. The Opposite Party admitted that the Complainant has Deposited the Originals of

- a. Sale Deed Document No. 9380/2012, dated 19.12.2012;

- b. Unregistered Construction Agreement, dated 17.07.2012;
- c. Memorandum of Deposit Title Deeds Document No.5747/2013 With the Bank.

The Opposite Party admitted that the Loan has been Closed upon Repayment by the Complainant for the Registration of Receipt Deed, the Opposite Party has executed a Letter to the Sub- Registrar Chennai South Joint I, Saidapet on 19.04.2025. The Opposite Party also admitted that the Deposited Originals Documents has been Misplaced and couldn't be retrieved even after several requests from the Complainants. The Opposite party has never come forward to issue not traceable certificate along with certified copies. The Opposite party is not even ready to regret for such lethargic, deficient and unfair acts against the interest of barrower-consumers. The opposite party alleged that it had given a proper publication in two leading daily News Papers, but, failed to prove the same.

7. The Reserve Bank of India had issued a circular dated 13.9.2023 and the contents of the said circular is extracted here below for ready reference:

**RESERVE BANK OF INDIA**

**[www.rbi.org.in](http://www.rbi.org.in)**

*RBI/2023-24/60*

*DoR.MCS.REC.38/01.01.001/2023-24,      September 13, 2023*

*All Commercial Banks (including Small Finance Banks and Regional Rural Banks, excluding Payments Banks)*

*All Local Area Banks*

*All Primary (Urban) Co-operative Banks*

*All State Co-operative Banks and District Central Co-operative Banks*

All NBFCs (including HFCs)

All Asset Reconstruction Companies

Madam/Dear Sir,

***Release of Movable / Immovable Property Responsible Lending  
Conduct Documents on Repayment/ Settlement of Personal Loans***

*In terms of the guidelines on Fair Practices Code issued to various Regulated Entities (REs) since 2003, REs are required to release all movable / immovable property documents upon receiving full repayment and closure of loan account. However, it has been observed that the REs follow divergent practices in release of such movable /immovable property documents leading to customer grievances and disputes. To address the issues faced by the borrowers and towards promoting responsible lending conduct among the REs, the following Directions are being issued:*

***Release of Movable / Immovable Property Documents***

- 2. The REs shall release all the original movable / immovable property documents and remove charges registered with any registry within a period of 30 days after full repayment/ settlement of the loan account.*
- 3. The borrower shall be given the option of collecting the original movable / immovable property documents either from the banking outlet/ branch where the loan account was serviced or any other office of the RE where the documents are available, as per her/his preference.*
- 4. The timeline and place of return of original movable / immovable property documents will be mentioned in the loan sanction letters issued on or after the effective date.*

5. In order to address the contingent event of demise of the sole borrower or joint borrowers, the REs shall have a well laid out procedure for return of original movable /immovable property documents to the legal heirs. Such procedure shall be displayed on the website of the REs along with other similar policies and procedures for customer information.

**Compensation for delay in release of Movable / Immovable Property Documents**

6. In case of delay in releasing of original movable / immovable property documents or failing to file charge satisfaction form with relevant registry beyond 30 days after full repayment/ settlement of loan, the RE shall communicate to the borrower reasons for such delay. In case where the delay is attributable to the RE, it shall compensate the borrower at the rate of ₹5,000/- for each day of delay.

7. In case of loss/damage to original movable/immovable property documents, either in part or in full, the REs shall assist the borrower in obtaining duplicate/certified copies of the movable / immovable property documents and shall bear the associated costs, in addition to paying compensation as indicated at paragraph 6 above. However, in such cases, an additional time of 30 days will be available to the REs to complete this procedure and the delayed period penalty will be calculated thereafter (i.e., after a total period of 60 days).

8. The compensation provided under these directions shall be without prejudice to the rights of a borrower to get any other compensation as per any applicable law.

**Applicability**

9. *These Directions shall be applicable to all cases where release of original immovable property documents falls due on or after December 1, 2023.*

10. *The above Directions are issued under sections 21, 35A and 56 of the Banking Regulation Act, 1949, sections 45JA and 45L of the Reserve Bank of India Act, 1934, and section 30A of the National Housing Bank Act, 1987.*

*Yours faithfully.*

*(Santosh Kumar Panigrahy)*

*Chief General Manager*

The said circular is marked as Ex-C-1

8. In the present case, admittedly there is a delay of more than 60 days from 19.04.2024, the date on which the complainant repaid the entire loan. It is not the case of the opposite party that the Opposite party had communicated reason for delay to the borrower-consumer, nor the Opposite party had come forward to assist the borrower-consumer in obtaining certified copies. On the other hand the Opposite party contended that the Original documents are not mandatory for registration of documents. Such arrogant attitude of the unnamed deponent who verified the written version prove the unfair, negligent and lethargic conduct of Opposite party and it's employees. Such conduct of the Opposite party clearly establish that the Opposite party had habitually indulging in such anti-consumer activities and this case became a fit case to invoke section 39 (1) (k) of the consumer Protection Act, 2019. The complainant is entitled to the benefit of Ex-C1 in addition to actual harm and injury suffered by the complainant in the line of para 8 of Ex-C1.

9. Thus, the complainant had proved that there is fault, imperfection and shortcoming in the services of Opposite party and due to the such act of Opposite party the complainant could not get the market price of the property. Not only that, the complainant is unable to avail any loan from any other financial institution against the impugned property. Hence the complainant is entitled to the rate of interest at 18 % from 19.04.2024 for the market value of the property from 19.06.2024 that is after sixty days from 19.04.2024. In the line of forgoing discussion, the issues are decided in favour of the complainant.

**10. In the result, this complaint is partly allowed. The opposite is directed to**

**i) To trace and return the original title documents deposited under Loan No.32615265340; or in the alternative,**

**To pay the present market value of the property and takeover the same;**

**ii) To pay a sum of Rs.5,000/- (Rupees Five Thousand only) per day from 16.06.2024 till realization, as per RBI Circular dated 13.09.2023;**

**iii) To pay interest @ 18% p.a. for Rs.46,35,000/- (Rupees Forty Six Lakh Thirty Five Thousand only) from 16.04.2024 till realization; and**

**iv) To pay a sum of Rs.25,000/- (Rupees Twenty Five Thousand only) towards cost of litigation expenses to the complainants within two months from the date of receipt of copy of this order.**

**Failing which, the above said amounts (Rs.25,000/-) shall carry interest @ 9% p.a. from the date of order till the date of realization.**

**v) To pay a sum of Rs.50,00,000/- (Rupees Fifty Lakh only) to the Tamilnadu State Consumer Welfare Fund.**

*Dictated by the President to the Steno-typist, transcribed and computerized by her, corrected by the President and pronounced by us in the open Commission on this 3<sup>rd</sup> day of June 2026.*

**Sd/-  
MEMBER-I**

**Sd/-  
PRESIDENT**

**List of document(s) filed by the complainant(s):-**

| Sl.No. | Marked as | Date                           | Details                             | Remarks |
|--------|-----------|--------------------------------|-------------------------------------|---------|
| 1.     | Ex.A1     | 01.11.2012                     | Loan arrangement letter.            | Xerox   |
| 2.     | Ex.A2     | 24.05.2013                     | Loan confirmation letter.           | Xerox   |
| 3.     | Ex.A3     | 19.04.2025                     | MOD cancellation letter.            | Xerox   |
| 4.     | Ex.A4     | ---                            | Email communications.               | Xerox   |
| 5.     | Ex.A5     | 22.04.2025                     | Certified copies enclosure letter.  | Xerox   |
| 6.     | Ex.A6     | 17.11.2024<br>to<br>16.03.2025 | RBI complaint trackings.            | Xerox   |
| 7.     | Ex.A7     | ---                            | News Paper publication.             | Xerox   |
| 8.     | Ex.A8     | 28.07.2025                     | Legal notice to opposite party.     | Xerox   |
| 9.     | Ex.A9     | 08.08.2025                     | Reply notice by the opposite party. | Xerox   |
| 10.    | Ex.A10    | ---                            | Aadhar cards.                       | Xerox   |
| 11.    | Ex.A11    | 20.11.2024<br>to<br>19.04.2025 | Letter from SBI.                    | Xerox   |

**List of documents filed by the opposite party(s):-**

- Nil -

Ex.C1      13.09.2023      :      RBI Circular.

Sd/-  
MEMBER-ISd/-  
PRESIDENT