DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, ERNAKULAM
Dated this the 31st day of August, 2026

Filed on: 22.11.2023

PRESENT

Shri. D.B. Binu	Hon’ble President
Shri. V. Ramachandran	Hon’ble Member
Smt. SreevidhiaT.N	Hon’ble Member

CC.No. 867 of 2023

COMPLAINANT:

Govindan, Mangalathukunnath House, Rayamangalam.P.O-683545.
(Adv. Kiran Peter Kuriakose, Kadavanthra, Ernakulam)

VS

OPPOSITE PARTIES:

1.The Manager, Bank Of India, Kuruppampady Branch, Kuruppampady-683545.

2. The Zonal Manager, Bank of India, Zonal Office, Kaloor Towers, Ernakulam.
(Adv. P.Fazil, Saju Thaliath, Jayasree Manoj, Advocates, M/s Lawyers United , 1st Floor, No.68/1697, St. Benedict Road, Ernakulam-682018 for Ops)

FINAL ORDER

D.B. Binu, President:

1. **A brief statement of facts of this complaint is as stated below:**

The complaint was filed under Section 35 of the Consumer Protection Act, 2019. The complainant, an 83-year-old senior citizen, filed this complaint against the Manager, Bank of India, Kuruppampady Branch, and the Zonal Manager, Bank of India, Ernakulam. His wife died on 02.09.2022, leaving ₹62,541/- in her savings account with the first opposite party. The named nominee, their son Visaradan, had also died. The complainant approached the branch seeking release of the amount and produced the relationship certificate and death certificates of the account holder and nominee. The bank insisted upon a legal-heirs certificate, which he obtained on 05.08.2023. Even thereafter, payment was deferred pending legal opinion. Following his registered representation to the second opposite party on 18.08.2023, he was asked to complete further documentation on 25.08.2023, and the amount was credited only on 04.09.2023. Alleging avoidable delay, repeated visits, financial hardship and mental agony, he seeks ₹10,000/- as compensation, costs, and other appropriate reliefs from this Commission.

2. The Commission issued notices to the opposite parties, who entered appearance and filed their version.

3. The opposite parties denied the allegations and contended that the complaint is not maintainable because the complainant is not a "consumer" under Section 2(7) of the Consumer Protection Act, 2019. They stated that Radha Govindan maintained a savings account with the first opposite party and that the nominee had died. When the complainant approached the bank in May 2023, his application was unsigned and unsupported by the required legal-heirship certificate or Certificate of Administration. The certificate was produced on 16.08.2023. Since the application remained incomplete, the bank requested a signed application and documents. The complainant furnished the complete documents on 01.09.2023, and ₹62,682/- was transferred to his account on the same day. The opposite parties denied any delay, harassment, deficiency in service or unfair trade practice. They maintained that any delay resulted from the complainant's failure to submit the documents and sought dismissal of the complaint with costs.

4. The complainant filed a proof affidavit and was examined as PW1. He produced eight documents, which were marked as **Exts. A1 to A8**, as follows:

Ext. A1 – Copy of the Death Certificate dated 12.10.2022.

Ext. A2 – Copy of the passbook of late Smt. Radha Govindan.

Ext. A3 – Copy of the Relationship Certificate dated 29.04.2023.

Ext. A4 – Copy of the Certificate of Administration dated 05.08.2023.

Ext. A5 – Copy of the letter dated 18.08.2023 sent by the complainant to the second opposite party, along with postal receipts.

Ext. A6 – Copy of the communication dated 25.08.2023 issued by the first opposite party to the complainant.

Ext. A7 – Copy of the letter dated 11.09.2023, along with postal receipts.

Ext. A8 – Copy of the directions issued by the Reserve Bank of India dated 09.06.2005.

5. On the other hand, the first and second opposite parties produced five documents, which were marked as **Exts. B1 to B5**, as follows:

Ext. B1 – Copy of the letter dated 18.08.2023 issued by the first opposite party to the complainant.

Ext. B2 – Copy of the postal receipt dated 19.08.2023.

Ext. B3 – Copy of the postal acknowledgment card.

Ext. B4 – Copy of the letter dated 25.08.2023 issued by the first opposite party.

Ext. B5 – Copy of the account statement of late Smt. Radha Govindan as on 01.01.2024.

6. **<u>Summary of the Complainant's Arguments:</u>**

The complainant submitted that his deceased wife, Radha Govindan, maintained a savings bank account with the opposite parties, as evidenced by the passbook marked as **Ext. A2**. Her death is proved by **Ext. A1**, while the complainant and other surviving legal heirs are identified in the Relationship Certificate marked as **Ext. A3**.

7. The complainant initially approached the first opposite party in May 2023 with the relevant records, but the bank insisted upon a legal-heirship certificate. He thereafter obtained and produced the Certificate of Administration dated 05.08.2023, marked as **Ext. A4**. Despite its production, the bank allegedly delayed payment on the ground that legal opinion was required. Consequently, the complainant submitted a representation dated 18.08.2023 to the second opposite party, marked as **Ext. A5**. The first opposite party subsequently issued the communication dated 25.08.2023, marked as **Ext. A6**, requiring further formalities. The amount was eventually credited on 04.09.2023. The subsequent representation dated 11.09.2023 is marked as **Ext. A7**.

8. The complainant argued that, as the legal heir and beneficiary of the deceased account holder, he falls within the definition of "consumer" under Section 2(7) of the Consumer Protection Act, 2019. He further contended that the opposite parties failed to provide proper assistance to an elderly customer and unnecessarily prolonged settlement of the claim.

9. Reliance was placed on the Reserve Bank of India directions dated 09.06.2005, marked as **Ext. A8**, which advise banks to adopt simplified procedures for settling claims relating to deceased depositors and to avoid inconvenience and undue hardship to legal heirs. The complainant also relied upon **Union of India and Others v. Manju Lata Tiwari, 2018 KHC 2521**, to contend that banking procedures should not be used to harass bona fide legal heirs.

10. Accordingly, the complainant maintained that the manner in which the claim was handled amounted to deficiency in service under Section 2(11) of the Consumer Protection Act, 2019, and sought allowance of the complaint with the reliefs claimed.

11. **Summary of the Opposite Parties' Arguments:**

The opposite parties contended that the complaint is frivolous, factually misleading and not maintainable. According to them, the complainant does not fall within the definition of "consumer" under Section 2(7) of the Consumer Protection Act, 2019, since settlement of a deceased depositor's account involves statutory verification of succession and legal heirs and does not constitute a service rendered for consideration.

12. They submitted that when the complainant approached the first opposite party in May 2023, his application was unsigned, and the nominee had predeceased the account holder. Therefore, a legal-heirship certificate or Certificate of Administration was required. The Certificate of Administration was produced only on 16.08.2023. The bank thereafter issued a letter dated

18.08.2023 requiring a signed application and supporting documents, marked as **Ext. B1**. Its dispatch and delivery are evidenced by **Exts. B2 and B3**. On 25.08.2023, the bank issued another communication specifying the required documents, marked as **Ext. B4**. Upon production of the complete documents on 01.09.2023, ₹62,682/- was transferred to the complainant's account on the same day, as evidenced by **Ext. B5.**

13. The opposite parties further relied on the complainant's cross-examination, wherein he allegedly admitted that the pleadings and documents were prepared by his lawyer and introduced an allegation of misbehaviour by the Assistant Manager that was absent from the complaint and proof affidavit. They also alleged that the proceedings were influenced by a third party having a dispute with the bank officials.

14. According to the opposite parties, **Ext. A8**, the RBI direction dated 09.06.2005, does not directly govern a case where the nominee had predeceased the account holder. Even otherwise, the bank released the amount within the prescribed period after receiving satisfactory documents. As the complainant failed to prove any delay attributable to the bank, actual financial loss or deficiency in service, the opposite parties sought dismissal of the complaint with exemplary costs.

15. The complainant was examined as **PW1**, and **Exts. A1 to A8** were marked on his side. The relevant portions of his cross-examination by the opposite parties are reproduced below:

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□□□□.(A) □□□□□□□□□ □□□□□□□□□□ □□□□□□□□□□□□□□□□ □□□□□□□ □□□□□□□□□□ □□□□□□□□."

Proof affidavit shown to the witness.

" □□□□□□ □□□□□□□□□□"

16. **POINTS FOR CONSIDERATION**:

i) Whether the complaint is maintainable or not?

ii) Whether there is any deficiency in service or unfair trade practice by the opposite parties?

iii) If so, whether the complainant is entitled to any relief?

iv) Costs of the proceedings, if any?

We have carefully considered the submissions advanced by the learned counsel for the complainant and the learned counsel for the opposite parties and thoroughly examined the entire evidence on record, including the written argument notes filed by both sides.

17. **POINT No. (i):**

The principal controversy is whether the delay and inconvenience complained of were attributable to the complainant himself or resulted from the manner in which the opposite-party bank processed his request.

18. The complainant is an elderly farmer who approached the first opposite party seeking release of the relatively modest amount lying in the savings account of his deceased wife. The nominee named in the account, namely their son, had also predeceased the account holder. It was therefore legitimate for the bank to satisfy itself regarding the identity and entitlement of the

persons claiming the deposit. Prudential verification by a bank cannot by itself be characterised as deficiency in service.

19. At the same time, legitimate verification cannot become a justification for an opaque, undocumented or unnecessarily burdensome procedure. A bank dealing with the legal heirs of a deceased customer has a corresponding obligation to communicate the requirements clearly, furnish the prescribed forms, identify deficiencies promptly and facilitate completion of the claim within a reasonable period.

20. A central defence raised by the opposite parties is that the complainant visited the branch in May 2023 and submitted an application for transfer of the amount but failed to sign it.

21. The relevant plea in the written version is:

> "Though the complainant filed an application for transfer of the said money to his account, he did not sign the application form for the same."

22. If that plea were true, the application would constitute the best and most direct evidence available to establish the bank's defence.

Significantly, however:

A. the opposite parties have not disclosed the date on which the alleged application was submitted;

B. neither the original application nor a copy thereof has been produced;

C. no acknowledgement or application-receipt record has been produced;

D. no inward register or other contemporaneous bank record evidencing its receipt has been produced;

E. no endorsement showing that it was unsigned has been produced;

F. no written communication issued at the relevant time directing the complainant to sign or resubmit that particular application has been produced; and no satisfactory explanation has been offered for withholding the application which, if received by the bank, would ordinarily have been within its custody and control.

23. A pleading is not evidence merely because it contains a factual assertion. Where a party relies upon the existence and contents of a particular document, and that document is naturally within its possession, its unexplained non-production assumes evidentiary significance.

24. The alleged unsigned application was the most natural evidence capable of establishing the defence raised by the opposite parties. Its non-production, coupled with the absence of contemporaneous supporting records, materially affects the credibility of that defence.

25. We therefore hold that the opposite parties have failed to prove that an unsigned application submitted by the complainant in May 2023 was the cause for non-processing of the claim.

26. Even assuming for argument that an application submitted by the complainant suffered from some formal defect, the matter does not end there.

27. A bank dealing with an elderly claimant cannot merely point to a technical defect and remain passive. It is expected to identify the defect, communicate it intelligibly and facilitate its rectification.

28. The evidence of **PW1** shows that he does not know English. During cross-examination, when asked whether he knew English, he answered in the negative. The fact that his pleadings and proof affidavit were prepared with the assistance of an advocate does not detract from the substance of his grievance. Preparation of pleadings by an advocate is a normal incident of legal proceedings.

29. The inability of the complainant to understand English assumes relevance in considering the quality of assistance which a regulated banking institution was expected to render to him.

30. The Reserve Bank of India has long emphasised customer-friendly banking practices. Its instructions concerning printed material for retail customers require such material to be made available in English, Hindi and the concerned regional language. The object is obvious: access to banking services must be real and meaningful and not merely formal.

31. Accordingly, where an elderly customer or claimant is unable to understand English, elementary standards of fair banking require the branch to explain the procedural requirements in a language understood by him and, where applicable, make the prescribed forms available in the regional language.

Ext. A8 assumes considerable importance.

32. The Reserve Bank of India Circular dated 09.06.2005, dealing with settlement of claims in respect of deceased depositors, was issued precisely to simplify the procedure and minimise hardship to survivors and legal heirs. The regulatory emphasis is on avoiding unnecessary inconvenience to ordinary citizens.

33. The RBI thereafter reiterated that banks must strictly follow the simplified procedure and ensure hassle-free settlement of claims. Banks were specifically advised to provide deceased-depositor claim forms to persons approaching the branch and also to make such forms easily available.

34. The RBI customer-service framework further stipulates a time-bound approach to settlement of claims after receipt of the requisite claim and satisfactory identification.

35. The ratio underlying these directions is particularly relevant in the present case. The amount involved was only around ₹62,000/-. There is no evidence of any competing claim, injunction, disputed testamentary instrument or complicated question of title. The complainant had produced the death certificate, relationship certificate and ultimately the Certificate of Administration. Nevertheless, the material on record reveals that he had to pursue the matter through repeated visits and representations before the amount was eventually released.

36. The opposite parties seek to place the entire responsibility upon the complainant by alleging that his application was incomplete. However, the bank has not established through reliable contemporaneous material what

precise documents or formalities were explained to him when he first approached the branch, whether the required claim form was supplied, whether an itemised checklist was given, or whether the alleged defect in the application was communicated.

This absence of documentation assumes greater significance because the bank itself seeks to rely upon those alleged procedural omissions as justification for the delay.

37. The observations of the **Hon'ble High Court of Patna in Union of India & Others v. Manju Lata Tiwari, AIR 2018 Pat 28**, are apposite. That case concerned a widow seeking payment of money deposited by her deceased husband with the postal authorities. The Court deprecated an approach whereby technical and procedural objections were allowed to create unnecessary hardship for a bona fide claimant.

38. While the factual matrix is not identical, the underlying principle is relevant: procedural safeguards intended to protect financial institutions cannot be converted into instruments of avoidable harassment of genuine legal heirs.

39. The complainant had escalated his grievance to the second opposite party, a senior supervisory officer of the first opposite party, by submitting the representation dated 18.08.2023, marked as **Ext. A5**. Despite receipt of the said representation, no effective remedial or supervisory action appears to have been taken by the second opposite party. The opposite parties have also not produced any communication to show that **Ext. A5** was acknowledged or

that even a formal reply was sent to the complainant explaining the action taken or the procedure required to resolve his grievance. A senior officer entrusted with supervisory responsibility cannot remain unresponsive when a grievance concerning the settlement of a deceased depositor's claim is formally brought to his notice, particularly when the claimant is a senior citizen. Such failure to address the grievance or even communicate a response amounts to a clear deficiency in service on the part of the second opposite party and forms an integral part of the unfair trade practice established against the opposite parties.

40. Section 2(11) of the Consumer Protection Act, 2019 defines "deficiency" broadly to include any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance required to be maintained under law, contract or otherwise in relation to a service.

41. Banking institutions handle the financial affairs and savings of ordinary citizens and are expected to exercise a reasonable degree of diligence, care and procedural fairness. Deficiency is not confined to wrongful appropriation or loss of money. It may also arise from unreasonable inaction, inadequate assistance or negligent processing of a customer's legitimate request.

42. The deficiency lies elsewhere: the bank failed to demonstrate that it adopted a clear, transparent and customer-friendly process from the time the elderly complainant approached it; failed to establish its principal defence regarding the alleged unsigned application; failed to show prompt written

identification of the alleged defects; and compelled the complainant to pursue the matter repeatedly before settlement.

43. That conduct falls short of the standard reasonably expected from a regulated banking institution.

44. The opposite parties have also alleged that the complaint was instituted at the instance of a third person who had disputes with bank officials.

45. No convincing evidence has been produced to establish this allegation. Even assuming that another person assisted the complainant, such assistance would not extinguish an otherwise genuine cause of action. The case must stand or fall on its own evidence and not upon speculation regarding the motives of persons who may have assisted an elderly litigant.

The said contention is therefore rejected.

46. It is admitted that the amount standing to the credit of the deceased depositor was ultimately released.

47. A service provider cannot escape liability for proved inconvenience, harassment or negligent handling merely because the principal amount is ultimately released after persistent follow-up.

48. On an overall assessment of the evidence, we therefore hold that the opposite parties failed to render the degree of assistance, transparency and diligence reasonably expected in settlement of the claim of an elderly legal heir of a deceased depositor.

Accordingly, Point No. (i) is answered in favour of the complainant.

49. **POINT No. (ii):**

The principal deposit having already been released, no further direction regarding the account balance is necessary. However, the bank failed to substantiate its contention that the original application was unsigned, and the 85-year-old complainant was compelled to make repeated visits and representations to obtain his deceased wife's savings.

50. Although the bank was justified in verifying the lawful claimant following the nominee's death, its deficient handling of the claim caused avoidable inconvenience, hardship and mental agony. Considering the complainant's age, the circumstances of the case and the subsequent release of the principal amount, he is entitled to reasonable compensation. Accordingly, Point No. (ii) is answered in favour of the complainant.

51. **POINT No. (iii):**

The complainant was compelled to approach this Commission seeking redressal of his grievance and to pursue the proceedings to their logical conclusion.

52. In the facts and circumstances of the case, we consider it just and appropriate to award costs of the proceedings in favour of the complainant.

Accordingly, Point No. (iii) is answered in favour of the complainant.

53. Before parting with the matter, this Commission considers it appropriate to observe that procedural safeguards in banking must facilitate, and not

unnecessarily obstruct, genuine claims of legal heirs, particularly elderly persons dealing with deceased-depositor accounts.

54. The Reserve Bank of India has emphasised simplified and hassle-free settlement of such claims and the availability of relevant forms and materials in English, Hindi and the concerned regional language. Accordingly, banks in Kerala should ensure that claim forms, checklists and material instructions are made conveniently available in Malayalam, wherever applicable, and that procedural requirements are clearly explained in a language understood by the claimant.

55. Clear and accessible communication forms an essential part of fair and customer-friendly banking service.

56. The Registry shall forward a copy of this order to the Reserve Bank of India, Regional Office concerned, for information and appropriate consideration regarding the effective implementation of the above instructions.

57. We find that Point Nos. (i) to (iii) are answered in favour of the complainant, in view of the deficiency in service and unfair trade practice on the part of the opposite parties. As a consequence of such deficiency, the complainant was subjected to avoidable inconvenience, mental agony and hardship.

58. In view of the facts and circumstances of the case, we are of the opinion that the opposite parties are liable to compensate the complainant.

ORDER

Hence, the complaint is partly allowed as follows:

I. The opposite parties shall pay **₹10,000/-** (Rupees Ten Thousand only) to the complainant as compensation for the deficiency in service, unfair trade practice, inconvenience and mental agony caused to him.

II. The opposite parties shall pay **₹5,000/-** (Rupees Five Thousand only) to the complainant towards the costs of the proceedings.

III. The opposite parties shall ensure that claim forms, checklists and procedural requirements concerning deceased-depositor claims are supplied and clearly explained to claimants, wherever applicable, in the concerned regional language, in accordance with the instructions of the Reserve Bank of India.

They shall also provide customers with an option, subject to applicable regulatory and security requirements, to receive mobile/SMS alerts—including debit and withdrawal alerts—and other electronic communications in the concerned regional language, with suitable facility to enable or disable the regional-language option.

The Registry shall forward a copy of this order to the concerned Regional Office of the Reserve Bank of India for information and appropriate consideration regarding effective implementation of the above directions.

The opposite parties shall be jointly and severally liable to comply with the above directions. The amounts awarded under Clauses I and II shall be paid within 45 days from the date of receipt of a copy of this order, failing which the said amounts shall carry interest at the rate of 9% per annum from the date of filing of the complaint, i.e., 22.11.2023, until realisation.

Pronounced in the Open Commission on this the 31st day of August, 2026.

Sd/-	**Sd/-**	**Sd/-**
D.B. Binu	**V. Ramachandran**	**Sreevidhia T.N**
President	**Member**	**Member**

Forwarded/By Order

Assistant Registrar

APPENDIX

Complainant's Evidence:

Complainant filed a proof affidavit and was examined as PW1.
Ext. A1 – Copy of the Death Certificate dated 12.10.2022.
Ext. A2 – Copy of the passbook of late Smt. Radha Govindan.
Ext. A3 – Copy of the Relationship Certificate dated 29.04.2023.
Ext. A4 – Copy of the Certificate of Administration dated 05.08.2023.
Ext. A5 – Copy of the letter dated 18.08.2023 sent by the complainant to the second opposite party, along with postal receipts.
Ext. A6 – Copy of the communication dated 25.08.2023 issued by the first opposite party to the complainant.
Ext. A7 – Copy of the letter dated 11.09.2023, along with postal receipts.
Ext. A8 – Copy of the directions issued by the Reserve Bank of India dated 09.06.2005.

Opposite party's Evidence:-

Ext. B1 – Copy of the letter dated 18.08.2023 issued by the first opposite party to the complainant.
Ext. B2 – Copy of the postal receipt dated 19.08.2023.
Ext. B3 – Copy of the postal acknowledgment card.
Ext. B4 – Copy of the letter dated 25.08.2023 issued by the first opposite party.
Ext. B5 – Copy of the account statement of late Smt. Radha Govindan as on 01.01.2024.

Date of Despatch
By Hand::By post::BR/