IN THE CONSUMER DISPUTES REDRESSAL COMMISSION, THRISSUR

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

30th day of September 2026
CC 422/18 filed on 25/07/2018

Complainant : Roney Mathew, G1 Amma Residency, Vaniyan Lane, Chakkamukku, Punkunnam, Thrissur, Pin – 680 002.
(By Adv. A.D Benny, Thrissur)

Opposite Party : Manager, State Bank of India, P.B Branch, Round South, Thrissur, Pin – 680 001.
(By Adv. T.R Rajeev, Thrissur)

F I N A L O R D E R

By Sri.Ram Mohan R, Member:

1) Complaint in brief, as averred:

The complaint is filed under Section 12 (1) of the Consumer Protection Act, 1986. The complainant has approached this Commission for the deficiency in service on the part of the opposite party Bank in loosing original title deed of his apartment, which had been entrusted to the bank as security in connection with the housing loan availed by him (loan account No. 67123584433), and in failing to return the same after the entire liability under the loan had been discharged on 12/07/2017. The complainant alleges that, owing to the non-availability of the original title deed a prospective purchaser of the property reduced the agreed sale consideration from Rs. 23,00,000/- (Rupees twenty three lakh only) to Rs. 17,00,000/- (Rupees seventeen lakh only) thereby causing him a pecuniary loss of Rs. 6,00,000/- (Rupees six lakh only). He further claims compensation of Rs. 4,00,000/- (Rupees four lakh only) for the

mental agony, hardship and inconvenience suffered by him and costs of litigation.

Facts of the case:

The complainant is the owner of the apartment No. F7, ("Door No. 4/4-24 in the first floor of Hi-Life King Crest Apartments"), together with the undivided share appurtenant thereto. The complainant had availed financial accommodation from the opposite party bank and had deposited the original title deed, with the bank as security. After discharging the entire liability under the said loan on 12/07/2017, the complainant demanded return of the original title deed. The opposite party, however, informed him that the document was not traceable in its custody. Prior thereto, on 24/04/2017, the complainant had entered in to an agreement for sale of the apartment with a prospective purchaser for a total consideration of Rs. 23,00,000/- (Rupees twenty three lakh only) and the loan liability with the opposite party bank was discharged by the complainant making use of the advance sum received from the said prospective buyer. The complainant states that, upon the purchaser coming to know that the original title deed was unavailable, the purchaser insisted upon reduction of the agreed consideration. The property was ultimately conveyed on 05/10/2017 for Rs. 17,00,000/- (Rupees seventeen lakh only) after obtaining a certified copy of the previous title deed.

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 that the original title deed is not traceable in its custody. It is contended that the bank had taken remedial steps by lodging a complaint before the Police, publishing a notice regarding the loss of the document in a newspaper and facilitating the complainant with a certified copy.

The opposite party disputes the genuineness of the sale agreement to have been entered in to by the complainant, and alleges that the said agreement is fabricated and is the result of collusion between the complainant and the purchaser. It is further contended that the purchaser is a necessary party to the complaint and that, in his absence, the alleged reduction in sale consideration cannot be accepted.

4) Evidence

The complainant produced documentary evidence that had been marked Et. A1 to A7, apart from affidavit and notes of argument.

The complainant underwent cross examination as PW1.

The opposite party adduced no evidence, but affidavit and notes of argument. The representative of the opposite party underwent cross examination as RW1.

5) Deliberation of facts and evidence of the case:

The Commission has very carefully examined the facts and evidence of the case. Ext. A1 is copy of Lawyer Notice. Ext. A2 is Reply Notice. Ext. A3 is Agreement for sale dated 24/04/2017 between the complainant and the buyers namely (1.) Mary and (2) Thomas. Ext. A4 is Notarised copy of Sale Deed No. 2269/1/2017 of Sub Registry, wherein the complainant's name is mentioned as vendor. Ext. A5 is copy of Letter No. RBO1/TCR/PBB/PER/12 dated 08/08/2017 issued by the opposite party to the complainant admitting that the original title deed is not traceable. Ext. A6 is Certificate dated 14/09/2017

issued by the Sub Inspector of Police, Town East Police Station, Thrissur evidencing receipt of the petition from the opposite party regarding the loss of title deed. Ext. A7 is the Newspaper Publication in Mathrubumi daily dated 20/08/2017 regarding the loss of the original title deed.

The complainant was examined as PW1 and the representative of the opposite party as RW1.

6) Points to be deliberated:

(i) Whether the failure of the opposite party to return the original title deed constitutes deficiency in service?

(ii) Whether the complainant has established the he suffered a pecuniary loss of Rs, 6,00,000/- (Rupees six lakh only) owing to the reduction of the agreed sale consideration?

(iii) Whether the complainant is bad for non-joinder of the purchaser?

(iv) Whether the complainant is entitled to compensation of Rs. 4,00,000/- (Rupees four lakh only) for mental agony, hardship and inconvenience?

(v) Costs?

7) Point No.(i)

There is no serious dispute regarding the fact that the original title deed of the complainant had been entrusted to the opposite party bank and that, after discharge of the loan liability, the bank was unable to return the same. An original title deed deposited with a bank as security is not an ordinary document. It is an important muniment of title and its safe custody and return upon discharge of the secured liability constitute an obligation of the institution having custody thereof.

The National Consumer Dispute Redressal Commission (NCDRC) has consistently treated loss of original title deeds by banks and financial

institutions as deficiency in service. ***In Indian Overseas Bank, Hyderabad Vs. K, Bal Reddy and another, revision petition No. 3800/14, decided on 15/10/2014,*** the NCDRC considered the consequence of loss of an original title deed and held that the value of the property could be affected by such loss. The Commission, while scrutinizing the quantum, reduced the compensation awarded towards the loss of the title deed but maintained the finding of deficiency. The Hon'ble NCDRC by its judgment dated ***03/01/2020 in State Bank of India Vs. Amitesh Mazumdar (RP No. 2732/2019)*** reiterated that economic loss would be inflicted on the consumer owing to the loss of original title deed of the property, concerned. In ***Bank of India Vs. Mustafa Ibrahim Nadiadwalla, FA No. 226/2016, decided on 30/11/2016***, the Hon'ble NCDRC likewise held the bank liable where the original title documents deposited as security were not returned after repayment of the loan. The Commission awarded Rs. 5,00,000/- (Rupees five lakh only) as compensation for of the title deed.

In Secretary/Manager, Mayyanad Regional Co-operate Bank Vs. Ibrahimkutty FA No. 288/2014 decided on 20/02/2017, the Hon'ble NCDRC was confronted with a case in which the complainant had repaid the loan but the bank had lost the original title deed. The State Commission had awarded Rs. 10,00,000/- (Rupees ten lakh only). While affirming the bank's deficiency, the Hon'ble NCDRC reduced the compensation to Rs. 5,00,000/- (Rupees five lakh only) having regard to its earlier decisions concerning the quantum of compensation for loss of title deeds.

The principle was again followed in ***Union Bank of India Vs. Veerendra Kumar Goyal decided on 11/10/2023,*** where the Hon'ble NCDRC observed that the loss of the title deed had been established but considered the award of Rs. 10,00,000/- (Rupees ten lakh only) to be on the higher side and reduced it to Rs. 5,00,000/- (Rupees five lakh only).

The above authorities establish that a bank which has accepted custody of the of original title documents cannot escape liability merely by stating that the document was subsequently misplaced. The subsequent lodging of a police complaint, publication of a newspaper notice or provision of a certified copy of the title deed may constitute remedial measures, but they do not efface the deficiency already committed. In the present case, the position is still stronger because the opposite party itself admits that the original title deed is not traceable from its custody. Accordingly, the failure of the opposite party to preserve and return the original title deed constitutes deficiency in service.

Point No. (i) is thus answered in the affirmative.

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8) Point No.(ii):

The complainant claims that the loss of the original title deed resulted in reduction of the agreed consideration from Rs. 23,00,000/- (Rupees twenty three lakh only) to Rs. 17,00,000/- (Rupees seventeen lakh only) thereby causing a loss of Rs. 6,00,000/- (Rupees six lakh only). The Commission has carefully examined Ext. A3 and Ext. A4. Ext. A3 the agreement for sale dated 24/04/2017, records the total consideration as Rs. 23,00,000/- (Rupees twenty three lakh only). Its further records payment of Rs. 5,00,000/- (Rupees five lakh only) and Rs. 4,00,000/- (Rupees four lakh only) as advance, totalling Rs. 9,00,000/- (Rupees nine lakh only) with particulars of the cheques through which the payments were made. The significance of Ext. A3 is not confined to the recital of the agreed consideration. The advance payments recorded therein find corroboration in Ext. A4 sale deed, as well. Thus, the subsequent conveyance independently lends support to the material particulars contained in the earlier Ext. A3 agreement. Ext. A4 further contains an express recital regarding the non-availability/loss of the previous original title deed and records that the total consideration for the conveyance was Rs. 17,00,000/- (Rupees seventeen lakh only) inclusive of Rs. 9,00,000/- (Rupees nine lakh only) already

paid as advance. The evidentiary sequence emerging from these documents is therefore:

a) Agreed consideration under Ext. A3 was Rs. 23,00,000/- (Rupees twenty three lakh only).
b) Advance payment was Rs. 9,00,000/- (Rupees nine lakh only).
c) The original title deed is admittedly not traceable in the custody of the opposite party.
d) Subsequently executed Ext. A4 sale deed expressly refers to the loss/non availability of the previous title deed.
e) The final consideration under Ext. A4 sale deed is Rs. 17,00,000/- (Rupees seventeen lakh only)

The difference between the originally agreed consideration and the finally received consideration is consequently Rs. 6,00,000/- (Rupees six lakh only). The Commission is conscious that the mere difference between the two stated sale considerations cannot, in every case, automatically be attributed to the loss of title deed. The complainant must establish a reasonable causal nexus between the deficiency and the pecuniary loss claimed.

In this connection, the decision of the Hon'ble NCDRC in ***IDBI Bank Ltd., Vs. Bijth Simon, Revision Petition No. 37/2022 decided on 15/10/2025,*** is particularly relevant. In that case also, the complainant had obtained a home loan by depositing the original title documents with bank, subsequently entered in to an agreement for sale, and ultimately sold the property for a substantially reduced consideration after the bank informed him that the original documents had been destroyed. The Hon'ble NCDRC recognised the Bank's deficiency, but scrutinised the evidence establishing the precise loss and the causal connection between the loss of the documents and the reduction in sale consideration.

The present case, however, stands on a materially different evidentiary footing. Here, Ext. A3 contemporaneously records the original consideration and the advance payments. Ext. A4 corroborates those payments, expressly records, loss/non availability of the previous tittle deed and records the final consideration at Rs. 17,00,000/- (Rupees seventeen lakh only). The very instrument by which the property was ultimately conveyed, therefore, contains the material circumstances relied upon by the complainant.

Further, the opposite party admits the fundamental fact that the original title deed was lost from its custody. The opposite party has alleged by its proof affidavit filed on 17/05/2023 that Ext. A3 is fabricated and that the transaction is the result of collusion between the complainant and the purchaser. However, a mere allegation of fabrication or collusion, without substantive evidence in support thereof, cannot displace the evidentiary value of contemporaneous documents whose material particulars mutually corroborate each other.

If the opposite party seriously intended to establish that the reduction from Rs. 23,00,000/- (Rupees twenty three lakh only) to Rs. 17,00,000/- (Rupees seventeen lakh only) was attributed to some reason wholly unconnected with the loss of the original title deed, it was incumbent upon them to place cogent evidence of such alternative explanation before us.

No such convincing evidence has been placed before us.

Likewise, the contention that the purchaser has not been impleaded also does not, by itself, defeat the claim. The purchaser is not the person against whom deficiency in service is alleged. The cause of action in the present complaint arises from the bank's admitted failure to preserve and return the title deed entrusted to it. The purchaser's role is relevant to the evidentiary question concerning the reduction of consideration, but his non-joinder does not render the compliant against the bank in-competent. The Commission, therefore finds that, on the cumulative effect of Ext. A3 and A4

and the admitted loss of the original title deed, the complainant has established the requisite causal nexus between the deficiency of the opposite party and the reduction in the consideration. The pecuniary loss of Rs. 6,00,000/- (Rupees six lakh only) is accordingly established. And the complainant is entitled to receive the same from the opposite party bank.

Point No. (ii) is answered in the affirmative.

9) Point No. (iii):

The objection regarding non-joinder of the purchaser is not substantiable. The deficiency complained of is the failure of the opposite party bank to preserve and return the original title deed entrusted to it. The purchaser is not alleged to have committed that deficiency. The purchaser's participation in the subsequent sale transaction is relevant only in so far as the opposite party disputes the alleged reduction in consideration. As already discussed, the complainant's case on that aspect is supported by Ext. A3 agreement and A4 sale seed and the opposite party has not produced cogent evidence establishing that the reduction was attributable to any independent cause. The mere fact that the purchaser has not been impleaded cannot therefore defeat the complaint against the bank.

Point No. (iii) is answered against the opposite party.

10) Point No. (iv):

The complainant has claimed a sum of Rs. 4,00,000/- (Rupees four lakh only) as compensation for the mental agony, hardship and inconvenience suffered by him. The original title deed was entrusted to the opposite party bank and was irretrievably lost while in its custody. The complainant was thereafter required to obtain substitute documentary evidence and complete the sale transaction without the original document. The inconvenience suffered by the complainant cannot be regarded as merely

technical. The document lost was an original title deed concerning an immovable property. Its loss necessarily created uncertainty and difficulty concerning the documentary proof and future dealings with the property. The complainant was also required to undergo the process of obtaining the certified copy and completing the intended conveyance in circumstances arising from the bank's own deficiency. The Hon'ble NCDRC decisions referred to above recognize that the loss of an original title deed can adversely affect the owner's ability to deal with the property and constitutes a serious deficiency in service. The Hon'ble NCDRC has, however, repeatedly emphasized that compensation must be reasonable and proportionate to the circumstances established.

The Hon'ble Supreme Court in ***Charan Singh Vs. Healing Touch Hospital, (2000) 7 SCC 668,*** has held that compensation in consumer proceedings is to be assessed having regard to the facts and circumstances of each case, upon accepted legal principles and with moderation. The Apex Court emphasized that the consumer Commission must give reasons for the compensation awarded and assess what is reasonable, fair and proper in the circumstances of the case.

Applying the above principle to the present case, we find that the complainant has established sufficient circumstances warranting compensation for mental agony, hardship and inconvenience caused by the loss of the original title deed. The non-availability of the original title deed might certainly have, as averred, placed the complainant in a very difficult and embarrassing position in relation to the prospective sale of his property, as he was unable to complete the transaction within the stipulated period and was thereby faced with the obligation under the sale agreement to return the advance amount received from the prospective purchaser together with the penalty prescribed therein. The predicament so caused, though not necessarily capable of precise monetary quantification, constitutes a genuine consequence of the deficiency in service

proved against the opposite party and warrants reasonable compensation for the mental agony, hardship and inconvenience undergone by the complainant. Having regard to the nature of the document lost, the fact that it was entrusted to the opposite party bank, the admitted failure of the bank to return the original, the necessity of obtaining substitute documentary evidence, the difficulties encountered in completing the sale transaction and the overall circumstances established by the evidence, this Commission considers the sum of Rs. 4,00,000/- (Rupees four lakh only) claimed by the complainant under this head to be just, reasonable and adequate compensation.

We make it clear that this amount is distinct from the Rs. 6,00,000/- (Rupees six lakh only) awarded towards pecuniary loss. The latter represents the ascertainable financial loss occasioned by the reduction in the sale consideration, whereas the former compensates the complainant for the separate non-pecuniary consequences of the bank's deficiency, namely mental agony, hardship and inconvenience.

Point No. (iv) is answered in favour of the complainant.

11) Point No. (v):

The complainant was constrained to approach this Commission to seek redressal of his grievances arising from the deficiency in service committed by the opposite party bank and to litigate for more than 8 years to establish his grievances. Having regard to the nature of the litigation, the circumstances of the complainant and, the duration of the grievance, we are of the view that the complainant is entitled to a sum of Rs. 25,000/- (Rupees twenty five 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. 6,00,000/- (Rupees six lakh only) towards the actual pecuniary loss suffered on account of the reduction in the sale consideration from Rs. 23,00,000/- (Rupees twenty three lakh only) to Rs. 17,00,000/- (Rupees seventeen lakh only),
b) a sum of Rs. 4,00,000/- (Rupees four lakh only) towards compensation for the mental agony, hardship and inconvenience suffered by the complainant on account of the loss of the original title deed and the consequential difficulties undergone by him, and
c) a sum of Rs. 25,000/- (Rupees twenty five thousand only) towards costs of litigation,

all with 9% interest per annum from the date of filing of the complaint till the date of realisation. The amounts awarded under clause 1 and 2 represent distinctive heads of injury. The amount of Rs. 6,00,000/- represents the established pecuniary loss; while the amount of Rs. 4,00,000/- represents the non-pecuniary injury in the form of mental agony, hardship and inconvenience. The opposite parties shall comply with the above direction within 30 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 30th day of September 2026.

Sd/-	Sd/-
Ram Mohan R	C.T. Sabu
Member	President

Appendix

Complainant Exhibit's:

Ext. A1 is copy of Lawyer Notice.

Ext. A2 is Reply Notice.

Ext. A3 is Agreement for sale dated 24/04/2017 between the complainant and the buyers namely (1.) Mary and (2) Thomas.

Ext. A4 is Notarised copy of Sale Deed No. 2269/1/2017 of Sub Registry wherein the complainant's name is mentioned as vendor.

Ext. A5 is copy of Letter No. RBO1/TCR/PBB/PER/12 dated 08/08/2017 issued by the opposite party to the complainant admitting that the original title deed is not traceable.

Ext. A6 is Certificate dated 14/09/2017 issued by the Sub Inspector of Police, Town East Police Station, Thrissur evidencing receipt of the petition from the opposite party regarding the loss of title deed.

Ext. A7 is the Newspaper Publication in Mathrubumi daily dated 20/08/2017 regarding the loss of the original title deed.

PW1: Rony Mathew.

RW1: Varun M.S.

Opposite Party's Exhibit's:

Nil

Id/-
Ram Mohan R
Member

//True Copy//

Assistant Registrar

Auk