

Date of filing: 15.04.2023
Date of Disposal: 15.03.2024

**BEFORE THE III ADDITIONAL BANGALORE URBAN
DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, BENGALURU - 560 027.**

DATED THIS THE 15th DAY OF MARCH, 2024

CONSUMER COMPLAINT NO.98/2023

PRESENT:

**SRI. SHIVARAMA K : PRESIDENT
SRI. CHANDRASHEKAR S NOOLA : MEMBER
SMT.REKHA SAYANNAVAR : MEMBER**

Sri.Naveen Kumar Javarasetty
S/o. P.Javarasetty, Aged about
39 Years, R/at No.117, Chester Road,
II Ford, London-IG38PX
United Kingdom.
Also at No.1111,
BEL Layout 2nd Block,
3rd Main Road, Vidyaranyapura,
Bengaluru-560097.
(Sri. Kantharaju, Advocate)

.....

COMPLAINANT

V/s



1. ICICI Bank Limited
ICICI Bank Towers Bandra Kurla
Complex, Bandra (East),
Mumbai Maharashtra-400051.
2. ICICI Bank Ltd
Ground, 1, Commissariate Road,
Ashok Nagar,
Bengaluru-560025.
(Sri. V.Pratap Kumar, Advocate for OP.No.1 & 2)

..... **OPPOSITE PARTIES**

// JUDGEMENT //

BY SRI. CHANDRASHEKAR S NOOLA, MEMBER

This complaint is lodged by the complainant under Section 35 of the Consumer Protection Act of 2019. The complainant requests this Commission to direct the opposite parties, ICICI Bank, headquartered in Bombay (opposite party number one), and a branch office of ICICI Bank in Bengaluru (opposite party No.2), to pay a sum of Rs.6,80,000/- from the date of its payment until realization. Additionally, the complainant seeks Rs.1,00,000/- towards mental agony, torture, and harassment, and Rs.1,00,000/- for the cost of litigation.

Brief Facts of the Case:

The complainant filed this case against the two opposite parties, ICICI Bank's main office in Bombay and a branch

office in Bengaluru. The complainant obtained a home loan from ICICI Bank through the agency Andromeda Sales and Distribution Private Limited. The home loan was jointly availed by the complainant and his wife. While residing in the UK, the complainant and his wife executed a general power of attorney in favour of the complainant's mother, Smt.R. Ratnamma, in September 2021, granting her the power to buy or sell the property on their behalf.

2. The opposite party offered a home loan of Rs.1,60,00,000/- to the complainant. On 23/09/2021, the complainant, his wife, and his mother signed a home loan agreement, and on the same day, the complainant and his wife executed the GPA documents. The loan amount of Rs.1,40,00,000/- with 6.8% interest per annum was disbursed by the opposite parties. The property registration for the loan sanction took place on 08/10/2021.

3. On the day of the sale registration, the opposite party Submitted the GPA along with other original documents without providing a list of the documents in their possession. Despite the complainant's request, the opposite parties mentioned they would provide the list after one month from the loan disbursement.

4. Due to a change in circumstances, the complainant decided to sell the property. In July 2022, a sale agreement was made with the condition that the complainant would provide all original documents to the property purchaser. Despite multiple follow-ups with the bank's relationship



manager, the complainant could not obtain the required information. The complainant, residing in the UK as an NRI, and his mother's age and heart ailment exacerbated the issue.

5. The property purchaser, IDBI Bank, cleared the outstanding balance amount of the complainant and collected the original documents from the opposite party, ICICI Bank. The complainant and his wife were demanded to be present in person for paperwork in India for a smooth transaction. The provided list of documents was incorrect and incomplete, and the complainant's original GPA document was missing.

6. The loss or misplacement of the GPA by the opposite parties caused immense mental pressure on the complainants, who had travelled from the UK to Bangalore for the sole purpose of completing the property transaction. The complainant considers this a deficiency in service and seeks compensation.

7. The opposite parties assert that the complainant was informed that the power of attorney would be considered an internal document of the opposite party, along with the home loan agreement. At that time, the complainant did not raise any objections. The complainant cannot determine the specific format or nature of the letter of documents, as it falls under the internal policy of the opposite parties. The complainant failed to produce any evidence indicating that the list of documents provided by the opposite party was



rejected by IDBI Bank. It is emphasized that both IDBI Bank and the prospective purchaser insisted on the physical presence of the complainant and his wife for the sale transaction, and this demand was not initiated by the opposite parties. Additionally, no explanation has been provided regarding the booking of two sets of air tickets for two different months. The opposite party contends that they cannot be held responsible for the complainant bringing his child along, as the demand for the physical presence was made by IDBI Bank and the prospective purchaser.

8. The opposite parties state that the email sent does not mention that the list of documents will be sent to the complainant's home address after one month of disbursement. It is clarified that the list of documents can be provided after one month of disbursement. If the complainant is outside the country, the power of attorney holder could have visited the branch to place the request and collect the list of documents. The complainant confirmed in the email dated July 27, 2022, to the opposite parties that the official request for providing the list of documents was raised on July 25, 2022. According to the complainant's email dated September 13, 2023, the opposite parties provided the list of documents to the complainant on August 1, 2022. The opposite parties state that the complainant closed the loan account on September 28, 2022, by making a payment of Rs.11,100,000/-. Since there was an excess amount of Rs.7,552/-, the opposite parties refunded the amount to the



complainant's account on November 11, 2020. These facts were allegedly concealed by the complainant, and since the original documents have already been collected by the complainant, there is no cost for the present.

9. The points that would arise for consideration are as under:

- i) Whether there is deficiency of service on the part of the opposite party?
- ii) Whether the complainant is entitle for the relief sought?
- iii) What order?

10. Our findings on the aforesaid points are as follows:

Point No.1: In affirmative

Point No.2: partly in affirmative

Point No.3: As per the final order for the following;

REASONS

11. Point No. 1 & 2: To avoid repetition point No.1 & 2 are combined. The complainant has filed affidavit in the form of evidence in chief and produce documents from Ex P1 to Ex P10. The opposite party filed affidavit in the form of his evidence in chief in Ex R1. The opposite parties provided the complainant Rs.1,60,00,000/- home loan. The complainant, his wife and his mother signed a home loan Agreement and GPA documents on 21st September 2021 (Ex P1) the opposite parties disbursed a loan of Rs.1,40,00,000/- The loan was

sanctioned on 30th September 2021 as per ICICI Home loan letter dated 14th October 2021 with disbursement date being 30th September 2021 (Ex P5). EMI to start from 5th November 2021. The GPA was registered on 8 October 2021 from the complainant and his wife in favour of Smt. Ratnamma the mother of the complainant (Ex P4) and on the same day sale deed was executed between the complainant, his wife and his mother with the HMT house building society.

12. Through email dated 14th October 2021 the opposite party states that for the list of documents that are in the custody of the opposite parties would be provided after 1 month of disbursement. The complainant sent an email on 29 June 2022 requesting for list of documents and, on 4th July 2022 for update on documents and again on 14 July 2022 requesting for list of documents. By these emails it is evident that the opposite parties have shown a delay in discharging their duties and obligations.

13. Changes in circumstances led the complainant to sell the property. A sale agreement was made in July 2022 with the property purchaser receiving all original paperwork from the complainant. The complainant failed to get the necessary information from the bank's relationship manager despite several attempts. The plaintiff, an NRI in the UK, and his mother's age and heart condition worsened the issue. IDBI Bank, paid the complainant's balance and obtained the original documents from ICICI Bank. The complainant and



his wife were required to complete documentation for by coming from London to Bengaluru for the absence of original GPA. The complainants, who had travelled from the UK to Bangalore to complete the property deal, were under enormous mental pressure when the other parties lost or misplaced the GPA. The complainant wants compensation for this service issue.

14. IDBI Bank paid the complainant's balance and obtained the original documents from ICICI Bank. The complainant and his wife had to complete documentation in person by traveling from London to Bengaluru due to the absence of the original GPA. During their visit, the GPA was lost or misplaced by the other parties, causing significant mental pressure for the complainants. The complainant seeks compensation for this service issue.

15. The opposite parties failed to produce evidence proving that the documents were returned to the complainant as per their terms and conditions. They neglected their obligation to return the documents within one month of the loan disbursement, as per their conditions. The due amount to the bank had been settled, and the opposite parties claim an excess payment of Rs.7,552/- refunded to the complainant on November 11, 2022. The documents were given to the complainant on October 21, 2022.



16. The Bank's actions constitute a deficiency in service under Section 2(11). Retaining the failing to provide a complete document list upon request caused inconvenience and delayed the property sale. Considering all the above facts this Commission is of the view that The Bank shall pay a compensation of Rs.50,000/- towards mental agony suffered by the complainant. This amount considers the Bank's partial acknowledgement of providing the document list and the complainant's travel not being solely caused by the Bank. Further, Rs.10,000/- towards cost of litigation and other expenses.

17. The Bank's actions constitute a deficiency in service under Section 2(11). Failing to provide a complete document list upon request caused inconvenience and delayed the property sale. Considering all the above facts, this Commission is of the view that the Bank should pay compensation of Rs.50,000/- towards the mental agony suffered by the complainant. This amount considers the Bank's partial acknowledgement of providing the document list and the fact that the complainant's travel was not solely caused by the Bank. Further, Rs.10,000/- towards the cost of litigation and other expenses is awarded. Accordingly, we answer point No. 1 in affirmative and point No. 2 partly in affirmative.

18. Point no 3: In view of the findings given on point numbers 1 and 2 and discussions made above, we proceed to pass the following order:



ORDER

The complaint is allowed in part. Opposite party No. 1 & 2 are jointly and severally liable to pay a sum of Rs.50,000/- to the complainant towards deficiency in service, inconvenience, and mental agony. Additionally, Rs.10,000/- is awarded towards litigation and other costs.

Opposite parties No. 1 & 2 shall comply the order within 45 days. If the opposite parties fail to comply with the order within 45 days from the date of this order, the amount of Rs.60,000/- shall carry interest at 9% per annum from the date of the order until the date of realization.

Applications pending, if any, stand disposed of in terms of the aforesaid judgment.

Supply free copy of this order to both the parties and return extra copies of the pleading and evidence to the parties.

(Dictated to the Typist to online computer and typed by her and corrected and then pronounced in the open Commission on **15th day of March 2024**)





(Rekha Sayannvar) (Chandrashekhar S Noola) (SHIVARAMA K)
MEMBER MEMBER PRESIDENT

//ANNEXURE//**Witness examined from the side of complainant:**

Sri. Naveen Kumar Javarasetty, the complainant (PW-1).

Documents marked from the side complainant:

1. Certificate U/Sec.65(B) of Indian Evidence Act is marked as Ex.P1.
 2. Print out Copy of offer letter of ICICI Bank Home Loan dt.21.09.2022 is marked as Ex.P2.
 3. Print out copy of Home Loan Agreement dt.30.09.2021 is marked as Ex.P3.
 4. Print copy of GPA dt.23.09.2021 is marked as Ex.P4.
 5. Print out copy of E-mail communication dt.14.10.2023 is marked as Ex.P5.
 6. Xerox copy of absolute sale deed dat.08.10.2021 is marked Ex.P6.
 7. Print out copy of E-mail communication is marked as Ex.P7.
 8. Xerox copy of letter dt.30.07.2022 is marked as Ex.P8.
 9. Print out copy of Flight tickets is marked as Ex.P9.
 10. Print out copy of E-mail communication is marked as Ex.P10.
- 

Witness examined from the side of opposite party:

Sri. Mitali Ramakumar, the Opposite Party (RW-1)

Documents marked from the side of Opposite Party:

1. Xerox copy of Power of Attorney is marked as Ex.R1.


15/03/2024
(Rekha Sayannvar) (Chandrashekhar S Noola) (SHIVARAMA K)
MEMBER MEMBER PRESIDENT