
(1997) 07 NCDRC CK 0019

In the National Consumer Disputes Redressal Commission

BRANCH MANAGER, DISTT. CO- OPERATIVE CENTRAL BANK APPELLANT
Vs
CHERUKURI PATTABHIRAMAYYA RESPONDENT

Date of Decision : 17-07-1997

Acts Referred:

Citation : 1998 1 CPR 152 : 1998 3 CPJ 300

Hon'ble Judges : A.Venkatarami Reddy , J.Ananda Lakshmi , K.Ranga Raos J.

Final Decision : Appeal partly allowed with costs

Judgement

1. ACCORDING to the complainants, they gave their original documents of title deeds to the opposite parties on security for grant of loan. It is not in dispute that the complainants discharged the entire loan amount and nothing is due and outstanding from the complainants. But according to the complainants, even though they approached the opposite parties for return of the title deeds, the opposite parties did not return the title deeds. The complaint is, therefore, filed to direct the opposite parties to return the original documents pledged with them and to pay Rs. 16,000/- towards monetary loss, Rs. 5,000/- towards (sic).

2. THE 1st opposite party admitted the discharge of the loan, but stated that the title deeds are not traced in the Society and the petitioners (complainants) can take the original documents from the 2nd opposite party i.e. District Co-operative Central Bank. Hence, the 1st opposite party is not liable to return the documents or to pay any amount by way of compensation. The 2nd opposite party in its version stated that the documents of title deeds which were offered as security were kept with the 1st opposite party Society and that at no point of time the documents were deposited with the 2nd opposite party Bank and hence, there is no deficiency of service on their part and that they are not liable and no direction can be given against the 2nd opposite party and hence, there is no question of returning the title deeds or payment of any compensation and that R-2 (i.e. opposite party No. 2) is not a necessary and proper party in the proceedings.

No oral evidence was adduced by both the parties. Exs. A-I and A-1A were

marked on behalf of the complainants and Exs. B-1 to B-3 were marked on behalf of the opposite parties. Ex. A-1 is the legal notice dated 17.6.1993 issued by the complainants' Advocate to the 1st opposite party. Ex. A-1A dated 15.6.1993 is an acknowledgement card to that effect. Whereas Ex. B-1 is the letter dated 30.8.1991 from District Co-operative Bank to the Secretary, Corangi Primary Agricultural Co-operative Credit Society. Ex. B-2 dated 18.9.1991 addressed to complainants. Ex. B-3 is the letter dated 3.10.1991 from District Co-operative Bank, Tallarevu Branch to the G.M., District Co-operative Bank, Kakinada.

3. THE District Forum held having regard to the pleadings and documents filed that the complainants deposited the original title deeds with the 1st opposite party Society which will normally be sent to the 2nd opposite party, which ultimately releases the loan amounts through the 1st opposite party. Since the opposite parties informed that they are not in a position to return the original title deeds, there is deficiency of service on their part, and that the District Co-operative Central Bank is also responsible because it is the duty to pursue the matter with the 1st opposite party in tracing the documents. In view of the admission by the opposite parties that the documents were not available with them, the District Forum in the alternative directed the opposite parties to issue a certificate saying that the entire loan amounts were discharged by the complainants and that the original documents given to them as security were not traced and therefore could not be returned to the complainants and further directed the opposite parties to pay compensation of Rs. 10,000/- as general damages for mental agony, strain and suffering undergone by the complainants from 1991 till now and also pay a sum of Rs. 500/- towards costs. Questioning the said order, this appeal is preferred by the 2nd opposite party.

4. IT is contended by the learned Counsel appearing for the appellant that the documents were taken by the Primary Agricultural Co-operative Credit Society Ltd., Korangi and therefore, the District Forum ought not to have granted any direction against the 2nd opposite party. But it has to be seen that although the Primary Agricultural Co-operative Credit Society, Korangi i.e. the 1st opposite party is the borrower of loan amounts, it is only the 2nd opposite party that sanctioned loan amounts after taking security from the complainants and after scrutiny, the Central Bank (i.e. 2nd opposite party) releases the loan amounts accepting the security. IT, therefore, cannot be said that the appellant i.e. the 2nd opposite party is in no way responsible or deficient in not returning the original documents to the complainants. We are, therefore, of the view that the District Forum rightly directed the opposite parties to give necessary certificate as mentioned above, as the complainants have discharged the entire loan amount even according to the version of the opposite parties. IT is next submitted that the direction with regard to payment of compensation of Rs. 10,000/- is on higher side as the complainants have not adduced any evidence to show that they had suffered any damage or loss. We see sufficient force in the aforesaid contention. The complainants stated, in their complaint that they sold the property covered by the title deeds to a third party and could not deliver the

originals to the vendee and so the vendee reduced a sum of Rs. 1.600/- out of the sale consideration. IT may be seen that though the complainants have discharged the loan amount on 28.6.1991 they could not get return of the original documents. Hence, the complainants would have certainly undergone some mental agony. Taking all these things in to consideration, we direct the opposite parties to pay compensation of Rs. 5,000/- and costs of Rs. 500/- as awarded by the District Forum. I In the result, the appeal is allowed in part and the order of the District Forum is modified accordingly. According to the opposite parties, the original documents were lost and therefore, the opposite parties are directed to issue a certificate as directed by the District Forum. Appeal partly allowed with costs.