**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION NO.0I VISAKHAPATNAM: AP**

**CONSUMER COMPLAINT NO. /2021**

**IN THE MATTER OF:**

1. Mallikarjuna Rao Bangari

S/o late Satyanarayana, aged 49 years,

D. No 20-31-7, AVN College Road,

Phaindorapeta, Relli Street

Visakhapatnam - 01

… **COMPLAINANT**

**AND**

1. IDBI Bank, Branch Office

rep. By its Authorized Officer,

D. No 9-14-15, Pydah Chambers,

1st floor, VIP Road, Siripuram,

Visakhapatnam - 03

1. IDBI Bank, Head office

rep. By its Authorized Officer,

Head Office situated at IDBI Tower,

WTC Complex, Cuffe Parade,

Mumbai- 400005

… **OPPOSITE PARTIES**

**COMPLAINT UNDER SECTION 35 of THE CONSUMER PROTECTION ACT, 2019**

**RESPECTFULLY SHOWETH:**

1. The address of the Complainant for the purpose of service of summons, notice etc is as shown in the cause title above and that of his counsel
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. The complainant availed a housing loan of Rs. 7,14,341 from the opposite parties vide account no. 031675100009263 on 31/08/2009. The complainant has deposited various documents and title deeds of the property i.e., Approved Plan, Cash Receipt, Certified copy of Document No. 1317 of 1957, Death Certificate No. 0099781 dated 29/03/1980, EC dated 01/01/1992 to 17/08/2009, EC dated 01/01/1983 to 17/09/2009, IDBI Policy No. 4000128090, Proceedings dated 16/05/1990, Registered Gift Deed dated 02/07/2009 bearing Document No. 3985/2005, Registered Sale Deed dated 09/09/2009 bearing Document No. 3396/2009, Sale Agreement dated 13/08/2009. The opposite parties having received the documents issued acknowledgement of receipt of documents.
4. The complainant has cleared the said housing loan by the end of March, 2020 and the opposite parties issued a clearance letter acknowledging the same on 23/12/2020.
5. The opposite parties failed to return the documents despite repeated requests from the complainant.
6. The complainant issued a legal notice to opposite parties on 02/02/2021 and the 1st opposite party received the same on 04/02/2021.
7. The opposite parties instead of complying with the notice have issued a reply notice dated 03/03/2021 informing that the Sale Deed bearing Document No. 3396/2009 and Gift Deed bearing Document No. 3985/2005 were partially damaged and Certified Copy bearing Document No. 1317/1957 was completely destroyed. The opposite parties further mentioned that the documents were damaged in a fire accident that broke out in the storage premises of SHCIL on 11/12/2017 in Mumbai. To extinguish the fire, the fire personnel sprayed the water on the fire area and thereby some of the documents were totally damaged and some were partially damaged.
8. The complainant contends that the value of the immovable property would be diminished if there are no original documents or if the original documents are damaged. It is further contended that since the documents of the property are damaged due to mishandling the price of the property has drastically come down and has caused huge loss to the complainant.
9. The complainant aggrieved by the deficiency of service provided by the opposite party has thus filed this complaint.
10. **CAUSE OF ACTION**: The cause of action arose on the date when the bank had issued the clearance letter and failed to return the documents i.e., on 23/12/2020. It continued when the complainant had issued a legal notice on 02/02/2021 and when the opposite party sent a reply notice on 03/03/2021.
11. **JURISDICTION**: The amount of loss incurred for the damage of documents is less than Rs. 50 lakhs and the complainant resides within the territorial limits of this Hon’ble Commission. Hence this Hon’ble Commission has jurisdiction to try and entertain this complaint.
12. **LIMITATION**: That the present complaint is being filed within the period of limitation as prescribed under section 69 of the Act, 2019.
13. **COURT FEE**: As per Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules 2020, the requisite court fee has been paid.

**EVIDENCE:**

A1- Clearance Letter

A2- Legal Notice issued to the opposite party along with postal receipt

A3- Acknowledgement

A4- Reply Notice issued to the complainant

**PRAYER**:

The complainant therefore prays to direct the opposite party:-

i) To pay Rs.18,00,000 towards compensation for causing damage to the original documents of the house property;

ii) To return the damaged document with an endorsement that the documents were damaged due to mis-handling;

iii) To pay Rs. 1,00,000 towards compensation for mental agony and

iv) To pay Rs.10,000 towards costs.

v) Such other relief or reliefs which the Honourable Forum deemed fit, just and proper in the circumstances of the case.

**PLACE**: Signature

**DATED**:

**VERIFICATION**:

I , Mallikarjuna Rao Bangari s/o late Satyanarayana, aged 49 years is a resident of D. No 20-31-7, AVN College Road, Phaindorapeta, Relli Street, Visakhapatnam - 01, hereby declare that I have not misrepresented any facts nor have tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

Name & signature of the complainant