0608
2025
WEDNESDAY

Court : **CB-07**
Item : **DL-02**
Bench : **SINGLE**
Matter : **WPA**
Status : **DO**
ID : **266057**
AR : **NANDY**

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

WPA 19674 OF 2017

ASOKE KUMAR JENA
VS.
UNION OF INDIA & ORS.

MR. KALLOL MONDAL, SR. ADVOCATE
MR. KRISHAN RAY, ADVOCATE
MR. SOUVIK DAS, ADVOCATE
MR. ANAMITRA BANERJEE, ADVOCATE
MR. AKBAR LASKAR, ADVOCATE
……for the Petitioners
MR. DILIP KUMAR MAITY, ADVOCATE
……for the Respondent No. 2
MR. ARIJIT BHOWMICK, ADVOCATE
……for the Respondent Nos. 3 to 5

1. Two separate affidavits-in-opposition filed on behalf of the respondent no.2 and respondent nos. 3 to 5, respectively, are taken on record.
2. The present writ petition has been preferred, praying for the issuance of a writ of mandamus directing the concerned respondents to return the original title deeds and the registration receipt to the petitioner.
3. Mr. Mondal, learned Senior Advocate appearing for the petitioner, submits that the petitioner, with the intention of purchasing a flat being No. 407, 4th Floor, Block-C, measuring 811 sq. ft., at Mouza – Raghunathpur, Rajarhat, District – North 24-Parganas, applied for financial assistance from Life Insurance Corporation Housing Finance Limited (in short, 'LICHFL'). On 19.09.2009, a loan of Rs. 7,00,000/- was sanctioned in favour of the petitioner under the Griha Prakash Scheme, subject to certain terms and conditions. The petitioner executed several documents, including a tripartite agreement with respondent Nos. 2 and 3. He availed himself of financial assistance amounting to Rs. 6.46 lakhs out of the total sanctioned amount of Rs. 7 lakhs.

4. On 30.09.2011, a deed of conveyance was executed by respondent No. 3 in favour of the petitioner in terms of the stipulations contained in the tripartite agreement. The petitioner repaid the loan as per the repayment schedule and thereafter approached LICHFL for the return of the original title deed, which had been deposited with LICHFL to avail of the loan. The loan was fully repaid on 13.05.2016. However, LICHFL did not return the original deed on the ground that it was not readily available with it. Subsequently, LICHFL took the stand that the deed had been lost from its custody.
5. Mr. Mondal submits that the petitioner intended to sell the flat, but in the absence of the original deed, the prospective buyers are unwilling to proceed with the purchase. The petitioner is in urgent need of funds and is, therefore, in dire need of the said deed. He submits that a direction be issued to respondent No. 2 to return the original deed to the petitioner.
6. He draws my attention to a Circular dated 13.09.2023 issued by the Reserve Bank of India (for short, RBI) and contends that, in accordance with the provisions of the said Circular, respondent No. 2 is obligated to return the original title deeds within a period of 30 days from the date of full repayment or settlement of the loan account. He further submits that, in the event of a delay in returning the documents, the borrower is entitled to receive compensation at the rate of Rs. 5,000/- for each day of delay.
7. Mr. Maity, learned Advocate appearing for respondent No. 2, submits that the petitioner may obtain a certified copy of the deed from the office of the concerned District Sub-Registrar.
8. Mr. Bhowmick, learned Advocate representing respondents No. 3 to 5, submits that at the time of

registration, the original IGR was handed over to the representatives of respondent No. 2. Upon production of the same by the District Sub-Registrar, the representatives of respondent No. 2 took custody of the original deed.

9. Heard the learned Advocates of the respective parties and perused the materials-on-record.
10. It is unfortunate that a responsible financial institution like LICHFL failed to safeguard the title deed deposited with it based on which the loan was granted to the borrower and did not return the deed even after the loan was fully repaid as per the repayment schedule. It is surprising that, even after nearly nine years, respondent No. 2 has not returned the original deed to the borrower.
11. LICHFL being a Housing Finance Company is bound to follow the RBI circular in accordance with the provisions of Section 21 and 35A of the Banking Regulation Act, 1949.
12. The RBI Circular dated 13.09.2023 specifies that Regulated Entities (RE) shall release all original movable and immovable property documents and remove charges registered with any registry within 30 days after full repayment or settlement of the loan account.
13. Clause (6) of the said Circular specifies that in case of delay in releasing the original movable or immovable property documents, or failure to file the charge satisfaction form with the relevant registry beyond 30 days after full repayment or settlement of the loan, the Regulated Entity (RE) shall communicate to the borrower the reasons for such delay. If the delay is attributable to the RE, it shall compensate the borrower at the rate of Rs. 5,000/- for each day of delay.
14. In the foregoing, respondent No. 2 is directed to

make a thorough search to trace out the original sale deed in its department and, in the event it is not found, shall assist the borrower in obtaining duplicate or certified copies of the original deed and bear the associated costs, in addition to making payment of compensation.

15. It prima facie appears that respondent No. 2 is dealing with public money. LICHFL is also discharging its functions under the supervision of the RBI.
16. Therefore, the Regional Manager of the respondent no. 2 is directed to the resolve the issue in the light of the RBI guidelines dated 13.09.2023.
17. The entire exercise shall be carried out within a period of eight weeks from the date of receipt of a copy of this order.
18. Respondent No. 2 is further directed to identify the official responsible for the negligence or inaction that resulted in the loss of the deed from the custody of LICHFL, and to take appropriate disciplinary action against the erring official.

(PARTHA SARATHI CHATTERJEE, J.)