IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 26TH DAY OF NOVEMBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE T.P.VIVEKANANDA

WRIT PETITION NO.17136 OF 2024 (GM-RES)

BETWEEN:

MR. R. MURALI MOHAN
S/O LATE RAMASWAMY IYENGAR D S
AGED ABOUT 71 YEARS
NO.103, SRINIVASA
1ST MAIN, 2ND CROSS
NOW 7TH MAIN, CHANDRASHEKHAR
AZAD ROAD, BEML 3RD STATE
RAJA RAJESHWARI NAGAR
BENGALURU-560 098

...PETITIONER

(BY SRI: B S SUSHANTH SHARMA, ADVOCATE)

AND:

1. CHIEF MANAGER
STATE BANK OF INDIA
AMBEDKARVEEDI BRANCH
VISHWESHWARYA TOWERS
GROUND FLOOR-1, RAJBHAVAN ROAD
OPP G.P.O BENGALURU
BENGALURU URBAN DISTRICT
KARNATAKA-560 001

2. THE ASSISTANT GENERAL MANAGER
STATE BANK OF INDIA RACPC
MALLESHWARAM, KUMARAPARK WEST
RAILWAY PARALLEL ROAD
BENGALURU-560 020

Digitally signed by PAVITHRA B
Location: HIGH COURT OF KARNATAKA

3. THE CHIEF GENERAL MANAGER
STATE BANK OF INDIA
NO.65, LOCAL HEAD OFFICE
ST. MARKS ROAD, BENGALURU-560 001

…RESPONDENTS

(BY SRI: NANDISH PATIL, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA PRAYING TO DIRECT THE RESPONDENT BANK TO RETURN THE ORIGINAL TITLE DOCUMENTS OF THE PETITIONER INCLUDING ALL ORIGINAL DOCUMENTS FURNISHED BY THE PETITIONER UNDER THE MORTGAGE DEED DTD 7.01.2005 AT ANNX-B.

THIS WRIT PETITION, HAVING BEEN RESERVED FOR ORDERS ON 16.11.2026, COMING ON FOR PRONOUNCEMENT, THIS DAY, **T.P.VIVEKANANDA J.,** MADE THE FOLLOWING:

CORAM: HON'BLE MR. JUSTICE T.P.VIVEKANANDA

CAV ORDER

The instant writ petition is filed by a borrower who, having duly discharged the housing loan availed from the respondent-Bank, is nevertheless constrained to approach this Court for the return of the original title deeds and other documents deposited as security for the said loan.

2. The prayer in the writ petition is for issue of writ of mandamus directing the respondents to return the original title documents of the mortgaged property, which

was deposited under the Mortgage Deed dated 07.10.2005 at Annexure-B.

3. The facts of the case as pleaded by the petitioner in the present writ petition are that, the petitioner is a former employee of the respondent-Bank and worked as a Chief Manager. With an intention of construction of a residential house in a residential plot owned by him, the petitioner had availed a staff housing loan from the erstwhile State Bank of Mysore to the tune of Rs.7,50,000/-, which was repayable in 216 equated monthly installments. As a security for the loan advanced, the petitioner has executed a deed of equitable mortgage by deposit of title deeds on 07.01.2005. Through the said deed, the petitioner has deposited as many as 15 documents as could be seen from the deed of mortgage, which is produced as Annexure-B to the writ petition.

4. In the year 2012, the petitioner had applied for sanction of additional loan for the purpose of repairs and renovation of the existing house and the respondent-Bank has sanctioned a loan of Rs.12,50,000/- to be repaid in

128 equated monthly installments. The said loan was sanctioned on the basis of the existing security, which was created under MODTD dated 07.01.2005 referred to supra. The petitioner has discharged the first loan on 02.04.2021 and the second loan on 09.05.2022. Loan accounts had been closed. After closure of the loan account, the petitioner had requested for the delivery of original title documents, which were deposited under the MODTD dated 07.01.2005. As the original title deeds were not delivered, the petitioner had submitted representations dated 06.06.2022, 29.06.2022 and 03.09.2022.

5. As there was no response to the representations, the petitioner had applied under the Right to Information Act seeking information as to the action taken on the request made by him for return of the documents deposited with the respondent. The Public Information Officer has responded on 19.04.2023 stating that the communication has been sent to the Branch concerned to trace the document. The petitioner has again submitted a representation on 10.05.2023 requesting to

return the title deeds. After making the petitioner to wait for around five months, the respondents have addressed a communication dated 20.10.2023 informing the petitioner to collect the certified copies of the sale deed dated 27.08.1998 along with the encumbrance certificate from 01.04.1998 to 18.10.2023 in lieu of the original title deeds.

6. In response to the same, the petitioner addressed a detailed letter dated 26.10.2023 strongly objecting for calling upon him to receive the certified copies of the sale deed and the encumbrance certificate referred to supra and also specifically stating that the certified copies of the sale deed and the encumbrance certificate were obtained in the name of the petitioner without his knowledge and further calling upon the respondent-Bank to inform about the custody of the original title deeds and movement of the original documents from one branch to another branch from 07.01.2005 to 25.10.2023.

7. On 02.01.2024, the respondent-Bank has issued a communication, which is the replica of the earlier communication dated 20.10.2023 without disclosing as to the status of the original title deeds deposited by the petitioner. On 03.01.2024, the respondent has addressed another communication enclosing therewith the demand draft for a sum of Rs.5,000/- being the cost of obtaining certified copies of the title deeds of the property, which was strongly objected to by the petitioner through his communication dated 23.01.2024 contending that at no point of time he has applied for certified copy nor he has requested or authorized the respondent-Bank to apply for the certified copy on his behalf and accordingly, returned the demand draft dated 03.01.2024 to the respondent. It is also stated by him that furnishing of the certified copy would not absolve the legal liability of the Bank to furnish the original title deeds deposited by him. Accordingly, called upon the respondent-Bank to respond immediately, failing which, necessary civil and criminal action will be initiated against the respondent-Bank.

8. On 07.02.2024, for the first time, the respondent-Bank have stated that the search of the missing title deeds is underway and all efforts would be made to search the title deeds including the letter correspondences of transfer of title deeds to other Branches and once it is traced, the petitioner would be called and handed over the same. There is no disclosure in the said communication as to whether the original title deeds belongs to the petitioner's property are missing or lost.

9. It is under the aforesaid circumstances, having no other alternative, the petitioner has approached this Court through the instant writ petition. In support of the prayer for return of the original documents, the petitioner has placed reliance on the master Circular dated 13.09.2023 issued by the Reserve Bank of India regarding release of movable and immovable property documents on repayment/settlement of personal loans. Placing reliance on the said Circular, the petitioner has contended that in view of non-furnishing of the original title deeds, even

after closure of the loan account, the petitioner is entitled for the compensation in terms of Clause 6 and 7 of the aforementioned Circular.

10. The writ petition was opposed by the respondents by filing statement of objections admitting the facts and circumstances pleaded by the petitioner in the writ petition. However, submitted that after merger of the Banks in the year 2017, original documents of title deposited by the petitioner have been transferred from the State Bank of Mysore to the respondent-Bank. The respondent-Bank has already issued an endorsement to the petitioner to collect the certified copies of the title documents and the same has been forwarded to him along with compensation amount of Rs.5,000/-. The respondents have also referred to the endorsement dated 07.02.2024, by which, the petitioner was informed that the respondent-Bank is causing search of the documents in all possible ways and without stating anything further as to the remedy available to the petitioner or the responsibility of the respondents regarding return of the original

documents, the respondents have sought for dismissal of the writ petition.

11. This Court by order dated 09.10.2025 after hearing the parties has made the following observation:

> *"1. Learned counsel for the Respondents submits that despite searches being done at various places, the original documents deposited by the petitioner were not secured. The same cannot be an answer by a Bank after the loan account has been settled. It is but required for the Bank to hand over all the original documents in proper condition. Without the original documents, the right to use the property by the petitioner is adversely affected and negating the ownership right of the property without the original documents.*
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> *2. In that view of the matter, in the interest of justice, one week's time is finally granted to the respondents to secure the documents. In the event of the documents not being secured by a next date of hearing, it would be required for this Court to direct the respondents to make payment of the value of the property as on today, as may be determined, to the petitioner with the petitioner being ready to surrender the property to the respondents.*
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> *3. Re-list on 24.10.2025."*

12. From the reading of the aforesaid observation, it is a clear indication that the contention urged by the

respondents in the statement of objections was not accepted by this Court. Though, several opportunities were provided to the respondents to furnish the original title deeds to the petitioner, the same has not been complied with. When the matter was heard on 15.10.2026, learned counsel for the petitioner has placed reliance on the judgment of the High Court of Bombay in the case of ***M/s In Vogue Creations Vs., State Bank of India*** in ***W.P.No.10241/2025*** and contended that due to non-availability of the original title deeds, the petitioner is not in a position to deal with this property. Without there being original title deeds, it is difficult for the petitioner to sell the property in question. In terms of the Circular referred to supra, which has also been considered by the High Court of Bombay in the aforesaid judgment, sought for applying the provisions of the Circular to the case in hand.

13. Learned counsel for the petitioner has placed reliance on the directions issued by the High Court of Bombay in the aforesaid judgment and contended that till

such time, the respondent takes steps in terms of the aforementioned direction, the respondent is bound to pay the compensation in terms of the Circular dated 01.12.2023 at Rs.5,000/- per day from 01.12.2023. The said directions read as under:

> "*(i) The Respondent-Bank shall pay to the Petitioner compensation calculated at the rate of Rs.5,000/- per day from 1 December, 2023, subject to adjustment of the sum of Rs.1 lakh already deposited/paid pursuant to the order of the Banking Ombudsman;*
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> *(ii) This amount shall be paid until it provides certified copies of the documents for both the properties and reconstructs the title record, including all necessary endorsements, affidavits, indemnities and other supporting documents reasonably required by the concerned statutory authorities, society or prospective transferee for establishing the Petitioner's title;*
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> *iii) The Petitioner shall specifically address notices to the statutory authorities in charge of the income tax, stamp duty and registration relating to the reconstructed documents concerning both the properties;*
>
> *(iv) The above exercise shall be completed within 12 weeks of this order."*

14. It is at that juncture, the matter was adjourned to enable the respondent-Bank to take all necessary steps as observed by the High Court of Bombay, which is extracted above.

15. Learned counsel appearing for the respondent has filed additional statement of objections on 16.11.2026 contending that pursuant to the observation of this Court on the previous date of hearing, the respondent has lodged a complaint before the jurisdictional Police and issued public notice in the newspaper regarding the lost articles report. It is further stated that the respondent has calculated the compensation payable to the petitioner by adopting the formula contained in the Circular referred to supra and thus, the petitioner was entitled for compensation at the rate of Rs.5,000/- per day from 01.12.2023 to 02.01.2024, on which date, the certified copies of the documents were forwarded to the petitioner.

16. It is further asserted that when the petitioner had replied to the respondent - Bank on 23.01.2024 refusing to accept the certified copies, no objection was

raised regarding non-furnishing of any other documents. Therefore, the petitioner cannot raise the objection at this belated stage of the proceedings and seeks for disposal of the writ petition while permitting the petitioner to receive the compensation of Rs.1,60,000/- offered by the respondent. Along with the additional statement of objections, the affidavit of the Chief Manager, which was enclosed to the complaint filed before the jurisdictional Police, so also the public notice are produced. In addition, the copy of the letter addressed to the petitioner offering to pay compensation of Rs.1,65,000/- is also produced.

17. On hearing the learned counsel for the parties and on perusal of the writ petition papers and the enclosures, the point that arises for the consideration of this Court is as to :

> *"Whether the petitioner is entitled for compensation in terms of Clause 6 and 7 of the Circular dated 13.09.2023 issued by the Reserve Bank of India on account of delay/loss of property documents? if so, for how many days?"*

18. Obtaining of financial assistance on two occasions and its discharge in the year 2022 is not in dispute. The petitioner has been constantly pursuing his request for return of the original documents. At no point of time prior to September, 2026, the respondent-Bank has informed or communicated to the petitioner that the original title documents deposited by him are lost. The respondent has continued to assure the petitioner that the efforts are being made to search the documents of title. When the petitioner was constantly insisting for release of the original title documents, the respondent has ingeniously applied and obtained the certified copy of the sale deed dated 27.08.1998 along with the encumbrance certificate from 01.04.1998 to 18.10.2023 and informed the petitioner through the letter dated 20.10.2023 calling upon him to collect the same in lieu of the original title deeds.

19. It is noticed that the application for certified copy was filed in the name of the petitioner without his consent or authorization. Though, the action of the Bank in

obtaining the certified copy of the aforementioned two documents in the name of the petitioner and furnishing the same in lieu of the original title deeds was seriously opposed by the petitioner in his communication to the respondent, yet the respondent addresses the further communication repeating the contents of the earlier communication on 02.01.2024. Even at that stage, the respondent has not admitted the loss of document. Even in the communication dated 07.02.2024 at Annexure-W, the respondent has not admitted or confirmed the loss of original documents. On the contrary, the petitioner was informed that the respondent would continue the search operation and once the documents are traced, the same would be handed over to the petitioner. Having no other alternative, the petitioner has approached this Court through the instant writ petition seeking direction to the respondents to return the original title documents.

20. It is the submission of the learned counsel for the petitioner that without the original title deeds in his hands, the petitioner is not in a position to deal with his

property. Though, he intended to liquidate the property in question in the open market, however, the prospective buyers are not coming forward to buy the property without the original title deeds and some of the prospective buyers are quoting the value of the property lesser than the actual market value in view of non-availability of the original title deeds, which is causing immense hardship and financial loss on account of the lackadaisical attitude and irresponsibility of the respondent Officers.

21. It is noticed from the additional statement of objections filed by the respondent-Bank that, for the first time, the complaint is lodged on 02.11.2026 regarding the loss of document and the date of loss of the document is furnished to the police as between 10.10.2026 and 02.11.2026 and the paper notification issued is also defective in as much as the loss of document is indicated as the gift deed. In fact, there is no such gift deed, which was deposited with the respondent-Bank. It is for the first time in the affidavit, it is asserted that the original title documents pertaining to the petitioner's property is lost.

22. If the Circular dated 13.09.2023 issued by the Reserve Bank of India is read in conjunction with the judgment of the High Court of Bombay referred to supra, more particularly, paragraph No.16 and the operative portion of the order at paragraph No.(ii), the payment of compensation at the rate of Rs.5,000/- for each day's of delay shall be until furnishing of the certified copies of the document, reconstruction of the title records including all necessary endorsements, affidavits, indemnities and other supporting documents reasonably required by the concerned Statutory Authorities, Societies or prospective transferees for establishing the title of the petitioner. In the instant case, though, the respondent-Bank has obtained the certified copies of the sale deed and the encumbrance certificate in the year 2023 and sought to furnish the same to the petitioner through the letter dated 20.10.2023 and 02.01.2024, the same cannot be construed as the compliance of the instructions contained in the Circular and the proposition laid down by the High Court of Bombay in the judgment referred to supra. The

reason because, either in the communication dated 20.10.2023 or in the communication dated 02.01.2024, the respondent has admitted or confirmed the loss of the document and the measure, which are required to declare that the original title deeds of the property in question are lost were not taken.

23. The required measure of submission of the affidavit, lodging of the complaint, issuance of paper notification has been carried out by the respondent-Bank only in the month of November, 2026. Therefore, the liability of the respondent-Bank to pay compensation of Rs.5,000/- per day will continue till November, 2026 and would not stop on 02.01.2024 when the respondent sought to deliver to the petitioner the certified copies of the sale deed dated 27.08.1998 along with the encumbrance certificate from 01.04.1998 to 18.10.2023. It would be relevant to notice here that at the time of sanction of loan, the mortgage by way of deposit of title deeds was registered under which the petitioner has handed over to the respondent-Bank 15 documents. As

against the same, the respondent sought to furnish the certified copy of the sale deed dated 27.08.1998 and the encumbrance certificate.

24. The offer made by the respondent-Bank for handing over the certified copy of the sale deed dated 27.08.1998 and the encumbrance certificate would not constitute the compliance of the provisions of the Circular and the judgment of the High Court of Bombay referred to supra. It is noticed that the payment of Rs.1,60,000/- considering it as penalty for the delay in furnishing the documents commencing from 01.12.2023 till 02.01.2024 cannot be construed as a compensation for the loss of original title deeds. It is the common knowledge that, if the owner of the property is not in possession of the original title deeds, it would be very difficult for him to deal with the property either creation of mortgage for obtaining loan or conveying the same to third parties. The moment the prospective buyers comes to know that the owner of the property is not in possession of the original title deeds, it is quite obvious that the prospective buyers

would reduce his offer price at least to the extent of 10 to 20% of the prevailing market value. Therefore, at any stretch of imagination, the offer made by the respondent-Bank to pay a sum of Rs.1,60,000/- would not be commensurate with the loss of original title deeds in respect of the mortgage property.

25. Learned counsel appearing for the respondent-Bank has placed reliance on the judgment of the High Court of Kerala at Ernakulam in the case of ***Sheela Francis Parakkal and Others Vs. The Authorised Officer and Others*** reported in ***WP(C).No.11247/2024 DD 08.04.2025*** and contended that in the said judgment, the High Court of Kerala has declined to award compensation for not releasing the original documents on account of loss of the documents holding that the High Court cannot exercise the power under Article 226 of the Constitution of India to grant compensation and the petitioners therein have been relegated to approach the appropriate forum and therefore, in the instant case also, the petitioners are not entitled to seek compensation in

the instant writ petition and they have remedy of approaching the Consumer Forum.

26. This Court is not in agreement with the view taken by the High Court of Kerala in the aforesaid judgment in view of the fact that the Circular dated 13.09.2023 issued by the Reserve Bank of India is applicable to all the Commercial Banks, more particularly, the respondents herein i.e., State Bank of India, which is under the direct control of the Reserve Bank of India. Moreover, the facts and circumstances obtaining in the instant case does not remotely suggest any dispute insofar as discharge of loan, request made for release of the original deposited title deeds, loss of the original title deeds, steps taken by the respondent-Bank to lodge a complaint to the police, issuance of paper notification and execution of the affidavit. Since, there are no disputed facts and there is no difficulty for calculating the number of days delay in terms of Clause 6 and 7 of the Circular referred to supra, with reference to the judgment of the High Court of Bombay, this Court finds that it is a fit case

where an extraordinary jurisdiction under Article 226 of the Constitution of India is to be exercised to redress the grievance of the petitioner based on the circular referred to supra.

27. It is apposite to extract Clause 6 to 8 of the Circular dated 13.09.2023, which reads as follows:

> *"6. In case of delay in releasing of original movable / immovable property documents or failing to file charge satisfaction form with relevant registry beyond 30 days after full repayment/ settlement of loan, the RE shall communicate to the borrower reasons for such delay. In case where the delay is attributable to the RE, it shall compensate the borrower at the rate of Rs.5,000/- for each day of delay.*
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> *7. In case of loss/damage to original movable / immovable property documents, either in part or in full, the REs shall assist the borrower in obtaining duplicate/certified copies of the movable / immovable property documents and shall bear the associated costs, in addition to paying compensation as indicated at paragraph 6 above. However, in such cases, an additional time of 30 days will be available to the REs to complete this procedure and the delayed period penalty will be calculated thereafter (i.e., after a total period of 60 days).*
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> *8. The compensation provided under these directions shall be without prejudice to the rights of a borrower to get any other compensation as per any applicable law."*

28. With regard to the statutory obligation of the respondent-Bank to comply with the circulars, directions and guidelines issued by the Reserve Bank of India, it is useful to place reliance on the judgment of the Hon'ble Supreme Court in the case of ***Central Bank of India Vs. Ravindra***[1], wherein, while considering the powers of the Reserve Bank of India under Sections 21 and 35-A of the Banking Regulation Act, 1949, the Hon'ble Supreme Court, at paragraph 55(5), has held as follows:

> *"55(5). The power conferred by Sections 21 and 35-A of the Banking Regulation Act, 1949 is coupled with duty to act. The Reserve Bank of India is the prime banking institution of the country entrusted with a supervisory role over banking and conferred with the authority of issuing binding directions, having statutory force, in the interest of the public in general and preventing banking affairs from deterioration and prejudice as also to secure the proper management of any banking company generally. The Reserve Bank of India is one of the watchdogs of finance and economy of the nation. It is, and it ought to be, aware of all relevant factors, including credit conditions as prevailing, which would invite its policy decisions. RBI has been issuing directions/circulars from time to time which, inter alia, deal with the rate of interest which*

[1] (2002) 1 SCC 367

> *can be charged and the periods at the end of which rests can be struck down, interest calculated thereon and charged and capitalised. It should continue to issue such directives. Its circulars shall bind those who fall within the net of such directives. For such transactions which are not squarely governed by such circulars, the RBI directives may be treated as standards for the purpose of deciding whether the interest charged is excessive, usurious or opposed to public policy."*
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> *(Emphasis supplied)*

29. The aforesaid dictum of the Hon'ble Supreme Court makes it clear that the directions issued by the Reserve Bank of India in exercise of its statutory powers are binding upon the banking institutions falling within their ambit and cannot be treated as mere advisory instructions. The Reserve Bank of India, being the statutory regulator entrusted with supervisory control over banking institutions, is empowered to issue binding directions in the public interest and to ensure proper management of banking institutions. In the present case, the Circular dated 13.09.2023 issued by the Reserve Bank of India governs the obligations of the respondent-Bank with regard to the release of original property documents

upon repayment or settlement of loans. Therefore, the respondent-Bank, being covered by the said Circular, is under a statutory obligation to adhere to its stipulations, including those relating to payment of compensation for delay in releasing the original documents.

30. On a close reading of the Circular referred to supra, this Court is of the opinion that there are two remedies provided in the Circular. Clause 6 and 7 of the Circular speaks of payment of compensation at Rs.5,000/- for each day's of delay. Clause 8 of the Circular provides for the borrower to obtain any other compensation as per any applicable law. That means, in addition to the entitlement of compensation at Rs.5,000/- for each day's of delay, the borrower is also made entitled to initiate appropriate proceedings for obtaining compensation in terms of the applicable law, meaning thereby, for any loss suffered, agony and hardship undergone on account of non-availability of the original title deeds, the borrower could either approach the Consumer Forum, if it is a Housing loan or Personal loan, borrower could approach

the appropriate Court of Civil Jurisdiction seeking damages or compensation.

31. The observation of the High Court of Kerala that the borrower shall have to invoke the civil remedy for recovery of compensation could only be understood that insofar as obtaining the compensation under Clause 8 of the Circular, the party will have to be relegated to either Consumer Forum or the Civil Court. However, insofar as directing the respondent to pay compensation at the rate of Rs.5,000/- per each day's of delay, this Court could exercise the power under Article 226 of the Constitution of India.

32. The other judgment relied upon by the learned counsel for the respondents i.e., the Madras High Court in the case of ***B.Dhanasekaran Vs. RBI Ombudsman and Another in W.P.No.34416/2024 DD 17.02.2025*** is not applicable to the facts of the present case, since in the said case, the fact of loss of document had been communicated to the borrower and the Bank has also obtained the duplicate copies of the same and forwarded

to the petitioner. Taking into consideration the time lag between the communication of the loss of document and handing over of the certified copies of the document, the Madras High Court has restricted the compensation for a period of 90 days and also taking note of the fact that the petitioner therein was an employee of the Bank and who was made known about the loss of documents on a particular day, the compensation was restricted to Rs.2,00,000/-. The facts and circumstances of the instant case and the case which is relied upon by the respondents are identical. Therefore, no reliance can be placed on the said judgment.

33. From the aforesaid discussion and the reasons assigned, this Court is of the considered view that the only way in which the petitioner is to be compensated for the loss of original title deeds of the property held by him is by directing the respondent to pay the compensation at the rate of Rs.5,000/- per day from 01.12.2023 till November, 2026. It is made clear that, since the compensation is directed to be paid from the year 2023 till date, it would

be more than Rs.50,00,000/-, the petitioner would not be entitled to seek any further compensation in terms of Clause 8 of the Circular. Even the memo of calculation filed by the petitioner is also for the period from 01.12.2023 to 11.11.2026.

34. Though, originally, the writ petition was filed by the petitioner for issue of writ of mandamus to the respondent-Bank to return the original title documents including all the original documents deposited by the petitioner under the mortgage deed dated 07.01.2005, in the light of the affidavit, police complaint and the paper notification issued by the Bank, the said prayer cannot be granted. However, the relief sought will have to be moulded to meet the ends of justice. Accordingly, the point formulated for consideration is answered in affirmative in favour of the petitioner.

35. In the result:

(i) The writ petition is ***disposed of***.

(ii) A writ of mandamus is issued to the respondent-Bank to issue necessary

declaration, indemnity, endorsements and affidavits declaring/certifying the loss of original title deeds deposited by the petitioner, which would enable the petitioner to deal with the property owned by him.

(iii) The respondent-Bank is directed to pay the compensation at the rate of Rs.5,000/- per day from 01.12.2023 to November, 2026 in terms of Clause 6 and 7 of the Circular dated 13.09.2023 issued by the Reserve Bank of India.

(iv) The respondents are directed to comply with the aforesaid directions within a period of six weeks from the date of receipt of certified copy of this order.

(v) In view of the reasons assigned in the body of the order, the petitioner is not entitled to seek any further compensation invoking Clause 8 of the aforesaid Circular.

Sd/-
(T.P.VIVEKANANDA)
JUDGE

PB