

**IN THE COURT OF THE SENIOR CIVIL JUDGE, AIZAWL DISTRICT, AIZAWL  
MIZORAM  
Money Suit No.134/2011**

Lalkhuma  
R/o Ramhlun 'N'  
Aizawl.

.....Plaintiff.

-Versus-

JR Construction  
Represented by its Prop N.Joshua,  
Zarkawt, Aizawl.

.....Defendant.

**BEFORE  
R.VANLALENA, Senior Civil Judge-2**

For the Plaintiff : Shri LR Tluanga Sailo, Advocate.

For the Defendants:

Date of Judgement: 22.8.2012.

**JUDGEMENT AND ORDER**

The facts of the case leading to the filing of in the instant suit as reflected in the plaint may be briefly stated as belows.

The plaintiff is a bonafide citizen of India belonging to the Mizo community and is a permanent resident of Ramhlun South Aizawl Mizoram. The defendant is a Proprietor of a registered construction firm having its Registered office at Zarkawt Aizawl Mizoram undertaking various construction projects under various organizations. The defendant was given Indo-Bangladesh border fencing/retaining wall at Ch 4700 metres and 3600 metres IBB fencing package XV, at Silsuri by NBCC Ltd and an amount of Rs 6,00,000/-(Rupees Six Lakhs) was estimated for the said works. After verbal discussion over the said contract work, the defendant agreed to hand over the said contract work on a sub-contract work basis to the plaintiff and on 19.02.2010 an allotment letter vide No.JRC/Engg/2010 along with an agreement for the execution of the said contract work was executed by the parties. Subsequent to the execution of the aforesaid agreement by the parties the plaintiff began the said construction work immediately with due diligence and the construction work of the retaining wall was fully completed on 20.04.2010 as such Completion certificate was issued to the plaintiff by the project Manager of the defendant on 12<sup>th</sup> May 2010. However even after the completion of the said work, the defendant refused to disburse the bill against the agreement between the parties till date despite several demands made by the plaintiff. As per the agreement, the bill has to be released after 20 days from the date of completion of the said work.

The cause of action arose when the defendant allotted the plaintiff through letter of allotment and an agreement executed between the parties on 19.02.2010 and also

when the plaintiff completed the said work on 20.04.2010 and when payment was not made after 20 days to the plaintiff i.e. on 10.05.2010 and lastly, as the bill has not been disbursed till date. The value of the suit is Rs 6,00,000/- (Rupees six lakhs) out of which the court fees payable under the Mizoram court fees (Mizoram Amendment) Act 1996 is Rs 5,000/-. However the plaintiff craves leave of the court to deposit the requisite court fees at a later stage of the suit. The Plaintiff was granted leave for the same.

The Suit is filed bonafide and for the ends of justice. The plaintiff prayed the court to pass judgment and decree in favour of the plaintiff for the amount of Rs 6,00,000/- with pendent lite interests against the defendant and also for cost of the suit and any other relief as the court deems fit and proper for the interests of justice.

During the course of this Suit, the defendant was given notices and was summoned for about three times. Despite this, the defendant fails to appear in court to contest the suit. The instant suit has been filed on 24.11.2011. Almost after four months from the date of filing of the instant suit, this court passed an order for expert proceeding as the defendant still failed to file a written statement to contest the suit. Accordingly the suit was ordered to be proceeded ex parte without a written statement from the defendant. On the basis of the pleading of the plaintiff, the court framed the following issues:

1. Whether the present suit is maintainable in its present form and style?
2. Whether the plaintiff was allotted sub-contract work for construction of retaining wall by the defendant and whether the plaintiff has completed the said contract work?
3. Whether the plaintiff is entitled to the relief claimed? If so, to what extent and from whom?

Issue no 1: whether the present suit is maintainable in its present form and style. The present suit has been filed by the plaintiff by presenting a written plaint with photocopy of the plaint for supply to the defendant. It is accompanied by connected documents. It has been filed within a period of limitation. There is no error in the body of the plaint. For deposit of court fees at a later stage, the plaintiff got leave of the Court. On careful perusal of the plaint, I find no defect. Hence this court is of the opinion to maintain the case and thus the instant suit is maintained for further proceeding. Hence this issue is decided in favour of the plaintiff.

Issue no 2: whether the plaintiff was allotted subcontract work for construction of retaining wall by the defendant and whether the plaintiff has completed the said contract work. As per deposition of PW 1 (plaintiff), he was allotted subcontract work for construction of retaining wall by the defendant and in order to execute the work, the plaintiff deposited Rs 60,000/- (Rupees sixty thousand) to the defendant. He therefore started doing the construction work and finished and completed the said work on 20.04.2010. On his completion of the said work, the project manager of the defendant issued him a completion certificate. Despite having completed the work, the defendant refused to release the bill for the work. As the defendant refused to release the bill for the work the plaintiff therefore approached the court for a redressal of his grievances. On careful perusal of the evidence on record it is revealed that the plaintiff was allotted to contract work and he completed the work but was not released the bill due to reason not

known-to the plaintiff. Hence this court is of the view to decide that the plaintiff was issued to contract work by the defendant and the plaintiff fully completed the work. Hence this issue is decided in favour of the plaintiff.

Issue no 3: Whether the plaintiff is entitled to the relief claimed, if so to what extent and from whom. As the foregoing issues have been decided in favour of the plaintiff, this issue does not seem to pose obstacles in granting relief to the plaintiff. The evidence on record revealed that the plaintiff was allotted subcontract work for construction of retaining wall in connection with Indo-Bangladesh border fencing by the defendant. It is further revealed that the plaintiff completed the task assigned to him by the defendant after duly executing agreement between them. However in violation of the agreement signed by the defendant and the plaintiff, the defendant refused to release the bill to the plaintiff for the work he had executed and completed with a completion certificate duly issued by the project manager of the defendant. On careful perusal of all the evidences this court has come to a conclusion to grant relief to the plaintiff as prayed for since the Defendant failed to pay the Plaintiff as per the Agreement.

Having finally decided the instant suit, it is decreed accordingly as follows:

1. The defendant is hereby directed to release the bill money amounting to Rs 6,00,000/-(Rupees six lakhs) by depositing the same into this court for payment to the plaintiff for the subcontract work for construction of retaining wall with 6% interest with effect from 10.05.2010 within a period of two months from the date of this Decree.

Parties are to bear their own cost.

Having decided as above, the suit is disposed of accordingly.

Pronounced in open Court on this 22<sup>nd</sup> August 2012.

Sd/-R.VANLALENA  
Senior Civil Judge-2  
Aizawl District, Aizawl.

Memo No. /SCJ-I I(A)/2012: Dated Aizawl the 22<sup>nd</sup> August, 2012.

Copy to:

1. The District and Sessions Judge, Aizawl District, Aizawl, Mizoram for information.
2. Lalkhuma, R/o Ramhlun 'N', Aizawl through Shri L.R.Tluanga Sailo, Advocate
3. JR Construction, Represented by its Prop N.Joshua, Zarkawt, Aizawl.
4. Registry Section.
5. Case record.