

**IN THE COURT OF THE SENIOR CIVIL JUDGE, AIZAWL DISTRICT, AIZAWL  
MIZORAM  
Civil Suit No.116/2010**

Mizoram Rural Bank  
Khatla Branch, Khatla, Aizawl  
(Represented by its Branch Manager)

.....Plaintiff.

-Versus-

1. Shri Zoengmawia  
S/o Palala  
R/o Khatla Kawn,  
Aizawl, Mizoram.  
2. Shri R.Lalremruata  
C/o Zoengmawia  
R/o Khatla Kawn,  
Aizawl, Mizoram.  
3. Shri Lalbuanga  
S/o Khawzadala (L)  
R/o W.Bungkawn  
Aizawl, Mizoram.

.....Defendant.

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

For the Plaintiff : Shri L.R.Tluanga Sailo, Advocate.

For the Defendants:

Date of Judgement: 1.2.2012.

**JUDGEMENT**

**1.2.2012**

1. This is a Civil suit filed by the Mizoram Rural Bank Ltd. Khatla Branch, Aizawl through its Branch Manager against three defendants namely (1) Shri Zoengmawia S/o Palala R/o Khatla, Aizawl (2) Shri R.Lalremruata C/o Zoengmawia R/o Khatla Kawn, Aizawl and (3) Lalbuanga S/o Khawzadala R/o West Bungkawn, Aizawl.

2. The present suit is filed seeking sale of mortgaged property for recovery of the outstanding amount of loan of Rs.3,69,744.00 as on 07.06.2010 which was remained due to the present plaintiff alongwith interest at a rate of 13.25% per annum with effect from 07.06.2010.

3. The present suit originated from the fact that on 02.04.2007, the defendant No.1 namely Shri Zoengmawia approached the plaintiff Bank (MRB) Khatla Branch, Aizawl applying a term loan for a sum of Rs.3,00,000/- (Rupees three lakhs) only for the purpose of running business profession of Silk Screen and book binding. The plaintiff informed him the terms and conditions of the loan wherein the rate of interest is 13.25% P.A which is subject to revision by the Reserve Bank of India. The defendant accepted the terms and conditions of loan and thus executed the loan Agreement on 10.05.2007. He mortgaged a landed property covered under LSC No.AZL-1005 of 1988 which was belonged to defendant No.3 and was taken by the plaintiff as a security for the said loan. Thus the plaintiff sanctioned a loan of Rs.3,00,000/-(Rupees three lakhs) only with the agreed rate of interest as aforementioned.

4. In due course of repayment of loan, the defendant No.1 has failed to repay the loan and also neglected to regularize his loan Account which was in violation of the agreed terms and conditions of loan. Consequently, an amount of Rs.3,69,744/- (Rupees three lakhs, sixty nine thousand, seven hundred forty four) only has become due w.e.f. 07.06.2010.

5. During the course of trial, the defendant failed to appear in court even after substituted service was served to him by way of newspaper publication. Warrant of Arrest issued due to his disobedience to order of court for his appearance. No written statement was filed. The court decided to proceed the case ex-parte.

6. Since the defendant did not contest his case, it is presumed that he admitted the case and has nothing to say in his case. As prayed for by the Id. Counsel for the plaintiff, this court passed an Order for sale of the mortgaged property i.e. a land covered by LSC No. Azl-1005 of 1988 by way of an auction amongst the local people as a measure for recovery of the outstanding amount of loan of Rs.3,69,744/- (Rupees three lakhs, sixty nine thousand, seven hundred forty four) only as on dt.07.06.2010 from the defendant with interest at a rate of Rs.13.25% P.A with effect from 07.06.2010. The said LSC is the mortgaged property by the defendant No.1. The Branch Manager, Mizoram Rural Bank, Khatla Branch is appointed to conduct the auction sale of the said LSC with immediate effect. In ace the sale proceeds of the auction sale of the said LSC has not become sufficient to fully realize the loan amount with the interest, the remaining dues shall be paid by the Guarantor by depositing cash into the said Bank in monthly installment of Rs.5,000/- each soon after the auction sale become completed. Any surplus amount from the auction sale shall be given to the defendant No.1 as soon as the required amount is fully realized.

With this order, the present case stands disposed of.

Give copy of this order to all concerned.

**Sd/-R.VANLALENA**  
Senior Civil Judge – II  
Aizawl District : Aizawl.

Memo No. /SCJ-I I(A)/2012: Dated Aizawl the 1<sup>st</sup> February,2012.

Copy to:

1. The District and Sessions Judge, Aizawl District, Aizawl, Mizoram for information.
2. Mizoram Rural Bank, Khatla Branch, Khatla, Aizawl, (Represented by its Branch Manager)
3. Shri Zoengmawia, S/o Palala, R/o Khatla Kawn, Aizawl, Mizoram.
4. Shri R.Lalremruata, C/o Zoengmawia, R/o Khatla Kawn, Aizawl, Mizoram.
5. Shri Lalbuanga, S/o Khawzadala (L) R/o W.Bungkawn, Aizawl, Mizoram.
6. Shri L.R.Tluanga Sailo, Advocate concerned.
7. Registry Section.
8. Case record.

PESHKAR

