

**IN THE COURT OF THE SENIOR CIVIL JUDGE, AIZAWL DISTRICT, AIZAWL  
MIZORAM  
Civil Suit No.55/2010**

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

.....Plaintiff.

-Versus-

1. Lalruatzuali  
W/o Lalthans iama  
R/o Dawrpui Vengthar  
Aizawl

2. Lalremliani  
R/o Tuikual Soth, Aizawl

.....Defendant.

**BEFORE**

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

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

For the Defendants: Smt.Zairemsangpuui and Smt. Varniehs iami

Date of Judgement: 1.2.2012.

**JUDGEMENT AND ORDER**

**1.2.2012**

1. This is a Civil suit filed by the Mizoram Rural Bank. Aizawl Branch. The said bank is represented by its Chief Manager.

2. The origin of the present suit as alleged by the plaintiff is that on 20.03.2006, the defendant No.1 namely Smt. Lalruatzuali approached the plaintiff Bank and submitted an application for a term loan for small scale industry amounting to Rs.2,90,000/- (Rupees two lakhs, ninety thousands) only for setting up of a new unit of PCO and Xerox unit. The plaintiff informed the defendant about the terms and conditions of the loan and all necessary agreements. The defendant accepted the terms and conditions of the loan and other agreements. She was thus on 25.03.2006 sanctioned term loan amounting to Rs.2,90,000/- (Rupees two lakhs, ninety thousand) only with interest rate of Rs.12.50% per annum subject to revision of the rate of interest on direction of the Reserve Bank of India.

3. The defendant No.2 namely Smt. Lalremliani, resident of Tuikual South, Aizawl stood as a Guarantor and thus executed a Guarantee Agreement on 25.03.2006. The defendant No.1 also executed an Agreement with the plaintiff Bank and thus furnished Land Settlement Certified No.AZL-1620 of 1992 as a security against the loan.

4. The said loan as per the Schedule of payment was to be repaid in 50 Equated Monthly instalment of Rs 7803/- each which shall be effective from the month of June, 2006. In due course of time, the defendant failed to repay the loan availed. The plaintiff instructed her to repay the loan but still failed and thus became defaulter.

5. During the course of proceeding, the defendant filed written statement in which she stated that at the relevant time of availing loan, she was induced by her husband namely Lalthans iama Ralte to take loan. After she was sanctioned the loan in her name, her husband divorced her and spent all the money by her husband which rendered her unable to repay the loan. She submitted that since the said loan money was actually spent by her husband, she was not wholly responsible for the loan repayment. Defendant No.1 sought impleadment of her husband as a defendant in this suit in spite of the fact that she was divorced by her husband. In her written statement, the defendant did not make denial of the facts of the suit. She admitted that she availed the loan but was spent by her husband.

6. Except the pleadings, neither party adduced evidence in support of their contention and in due course of time, the defendant failed to appear in court even duly summoned. By going through the pleadings and other connected materials available on record, this court has come to a conclusion to pass an order on the ground that the defendant has not denied the loan debt. As such, this court has passed an order directing the sale of the mortgaged property as prayed for by the plaintiff i.e. LSC No.AZL-1620 of 1992 which is in the name of defendant C.Lalruatzuali located at Rangvamual, Aizawl.

**ORDER**

That the said LSC No.1620 of 1992 located at Rangvamual, Aizawl be foreclosed and sold by public auction as a measure for repayment of loan availed by the defendant No.1. The sale proceeds be utilized for repayment of the said loan. IN case, the amount of sale proceeds become insufficient for full repayment of loan, the remaining balance be repaid by the Guarantor of the loan by depositing money into the said plaintiff Bank at a monthly instalment of Rs.7803/- till full realization of the amount of loan. In case the sale proceeds of the said LSC exceeds the total amount of loan, the balance amount be given to the defendant No.1. The Branch Manager, Mizoram Rural Bank, Aizawl Branch, is appointed to conduct auction sale of the said LSC No.1620 of 1992 with immediate effect and is instructed to furnish report to the court with respect to sale of the said LSC.

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,2012.

Copy to:

1. The District and Sessions Judge, Aizawl District, Aizawl, Mizoram for information.
2. Mizoram Rural Bank, Aizawl Branch, Aizawl, (Represented by its Branch Manager)
3. Lalruatzuali W/o Lalthans iama R/o Dawrpui Vengthar, Aizawl
4. Lalremliani, R/o Tuikual Soth, Aizawl.
5. Shri L.R.Tluanga Sailo, Advocate concerned.
6. Registry Section.
7. Case record.

PESHKAR

