

**IN THE COURT OF THE SENIOR CIVIL JUDGE, AIZAWL DISTRICT, AIZAWL
MIZORAM
Money Suit No.120/2011**

The Branch Manager,
State Bank of India
Mission Veng Branch
Aizawl, Mizoram.

.....Plaintiff.

-Versus-

1. S.Duhkimi,
H.No.A-36
Tuikual South, Aizawl.
2. Lalmalsawmi
C/o S.Duhkimi
H.No.A-36,
Tuikual South, Aizawl.

.....Defendant.

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

For the Plaintiff : Shri MM Ali, Advocate.

For the Defendants:

Date of Judgement: 14.2.2012.

JUDGEMENT

14.2.2012

1. This is a Money Suit filed by the State Bank of India, Mission Veng Branch, represented by its Chief Manager against defendants – (1)Smt. S.Duhkimi H.No.A-36 and (2) Smt.Lalmalsawmi C/o S.Duhkimi H.No.A-36, both resident of Tuikual South, Aizawl for recovery of Rs.2,64,523/- (Rupees two lakhs, sixty four thousand, five hundred twenty three) only with interest @ Rs.13.25% per annum w.e.f. 01.08.2011 till full realization of the principal amount and the interest from the two defendants.

2. The present suit originated from the facts that the defendant No.1 approached the plaintiff Bank for obtaining bank loan under cash credit facilities for her business of Grocery. The plaintiff Bank carefully examined the proposal and decided to grant loan amounting to Rs.1,50,000/- (Rupees one lakhs fifty thousand) only to the defendant No.1 has to execute/entered into an Agreement with the plaintiff bank for the said loan. The defendant No.1 on agreeing the terms and conditions of the loan Agreement signed the agreement and thus produced defendant No.2 as her Guarator who too endorsed a Demand Provisionary Note executed by the defendant no in favour of the plaintiff bank. On the basis of the loan Agreement, the plaintiff Bank thus sanctioned a loan amount of Rs.1,50,000/- (Rupees one lakh, fifty thousand) only with interest @ Rs.13.25% per annum to the defendant and the said loan amount was disbursed to her through her loan Account No.10665692014.

3. In spite of the agreed terms and conditions in the loan Agreement, the defendant No.1 failed to make repayment of the loan. She was cautioned with notices but neglected the repayment and thus the present suit for recovery of loan has been instituted after six years of loan sanctioned.

4. During the course of proceeding the defendants were served summons but failed to appear in court. No written statements were received from the defendants. After lapsed of four months from the institution of the suit, the court decided to proceed the case ex-parte as the defendants still not appeared in court either in person or through pleader. On the basis of the materials available on record, this court is of the opinion to pass an order for recovery of the said loan as under:-

ORDER

That the defendant No. namely Smt.S.Duhkimi shall repay the loan amount both of the principal amount of interest by depositing cash into the State Bank of India, Mission Veng Branch by installment of Rs.6,000/- (Rupees six thousand) only per month w.e.f. March, 2012 till full realization of the principal amount and the interest of which Rs.13.25% per annum to be calculated from 01.08.2011 till full realization. Failure to deposit the said amount even for two consecutive months without assigning any reasonable cause to the plaintiff Bank shall invite the Guarantor to take step to deposit the balance on behalf of the defendant No.1.

With this, Order, the present suit 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 14th February, 2012.

Copy to:

1. The District and Sessions Judge, Aizawl District, Aizawl, Mizoram
2. The Chief Manager, State Bank of India, Mission Veng Branch, Aizawl, Mizoram.
3. S.Duhkimi, H.No.A-36, Tuikual South, Aizawl.
4. Lalmalsawmi, C/o S.Duhkimi, H.No.A-36, Tuikual South, Aizawl.
5. Shri MM Ali, Advocate concerned.
6. Registry Section.
7. Case record.

PESHKAR

