

**IN THE COURT OF THE SENIOR CIVIL JUDGE, AIZAWL DISTRICT, AIZAWL
MIZORAM
Money Suit No.73/2011**

Branch Manager,
State Bank of India
Serchhip Branch
Serchhip, Mizoram.

.....Plaintiff.

-Versus-

1. Lalfamkima,
Prop: M.S.Kima Essential Grocery,
Near Padmashee Nuchhungi Building,
Serkawn, Lunglei.
2. Lalrampari,
Near Padmashree Nuchhungi Building
Serkawn, Lunglei.

.....Defendant.

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

For the Plaintiff : Shri MM Ali, Advocate.

For the Defendants:

Date of Judgement: 31.1.2012.

JUDGEMENT (Under O-XII, Rule 6 CPC 1908)

31.1.2012

1. This is a Money Suit filed by the State Bank of India, Serchhip Branch through its Manager against (1) Lalfamkima Prop: M.S.Kima Essential Grocery and (2) Lalrampari, resident of Serkawn, Lunglei near Padmashree Nuchhungi Building for recovery of an amount of Rs.5,01,822/- (Rupees five lakhs, one thousand and eight hundred twenty two) only with interest @ Rs.12% from 01.04.2011 till full realization of the amount from defendants.

2. The defendant No.1 on dt.18.003.2009 approached the plaintiff Bank for cash credit loan amounting to Rs.5,00,000/- (Rupees five lakhs) only for doing this daily sales business through a firm known as Kima Essential Grocery at Serchhip and thus took the loan with interest @ Rs.12% per annum subject to the revision of interest rate from time to time on the direction of the Reserve Bank of India. Defendant No.2 stood as a Guarantor for the loan. The defendant No.1 was sanctioned the loan and disbursed the loan amount through his A/c No.30716101345.

3. The defendant No.1 failed unfortunately to make repayment of the loan together with interest despite several demands by the plaintiff. The cause of action arose on 19.03.2009. The plaintiff paid Rs.8324/- as court fees.

4. The present suit was instituted on 4.8.2011. During the course of proceeding, the defendants were given chances for filing W/s but failed to submit the same. Rather the defendant No.1 made oral admission that he is not repaying the said loan till date due to his poverty.

5. As the defendant No.1 has made admission of the debt, this court has felt it not necessary to wait for determination of any other questions between the parties. It is decided to pronounce judgement on admission of facts as per the provision of O-XII, Rule 6 of CPC 1908 and thus made the following order for repayment of the loan by the defendant No.1.

ORDER

6. That the defendant No.1 Shri Lalfamkima Prop. M/S Kima Essential Grocery shall repay his loan balances at a rate of Rs.8,000/- (Rupees eight thousand) only to the State Bank of India on monthly basis w.e.f. March, 2012 till full and final realization of the amount of Rs.5,01,822/- has been made with interest at a rate of Rs.12% per annum w.e.f. March, 2012. Regarding schedule for repayment of loan, in case the defendant No.1 commit default in repaying the loan, even for two consecutive months, step be taken against him as per the terms and conditions of Loan Agreement.

With this order, the present suit stands disposed of. Draw decree accordingly.
Give copy of this order to all concerned.

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

Memo No. /SCJ-I I(A)/2012: Dated Aizawl the 31st January, 2012.

Copy to:

1. The District and Sessions Judge, Aizawl District, Aizawl, Mizoram for information.
2. Branch Manager, State Bank of India, Serchhip Branch, Serchhip, Mizoram.
3. Lalfamkima, Prop: M.S.Kima Essential Grocery, Near Padmashee Nuchhungi Building, Serkawn, Lunglei.
4. Lalrampari, Near Padmashree Nuchhungi Building Serkawn, Lunglei.
5. Shri MM Ali, Advocate concerned.
6. Registry Section.
7. Case record.

PESHKAR

