

**IN THE COURT OF THE SENIOR CIVIL JUDGE, AIZAWL DISTRICT,
AIZAWL MIZORAM
Title Suit No.5/2011**

Samson Lalduhawma
S/o C.C.Chawngmingthanga,
Kanan veng, Aizawl.

.....Plaintiff.

-Versus-

1. Rupa Pradhan,
D/o S.P.Pradhan,
Rangvamual.
2. M/s Pachhunga & Sons
Chamari, Aizawl
Through its Manager.

.....Defendant.

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

For the Plaintiff : Shri Saihmingliana & Ors, Advocates.
For the Defendants: Shri Haulianthanga, Advocate.
Date of Judgement: 10.7.2012.

JUDGEMENT AND DECREE

10.7.2012

The facts of the case leading to the filing of the instant suit as reflected in the plaint may be briefly stated below :-

The plaintiff is a resident of Kanan veng, Aizawl and is belonging to Mizo community while the defendant is a resident of Rangvamual and is belonging to Gorkha community governed by Hindu law.

That way back in the year 2006, the plaintiff and the defendant had fallen in love and thus lived together as husband and wife at Chawlhmun, Aizawl. After some time, they shifted their residence to Rangvamual and lived in a rented house by paying 2100/- per month. The couple was labourous and hard working. They acquired good number of domestic goods and other properties such as (1) Bel-2 nos, (2) Belpui-2 nos, (3) Electric Inverter-1 no. (4) Washing Machine -1 no, (5) Table Fan -1 no, (6) Water Filter-1 no (7) Television set – 1no (8) Steel Almirah – 1 no, (9) Sintex Water Tanky-2000 litres capacity-1no, (10) Domestic Gas connection 1 no, (11) In hmun (plot of land for House site) near Farm veng, Rangvamual-Rs.90,000/- (12) In hmun (plot of land for House site at Rangvamual opposite to Tennis court) – Rs.10,000/- (13) LPK (Tripper Truck) bearing Regn. No. MZ-01-F-5802 cost Rs.8 lakhs.

The said couple had not been formally solemnized the marriage as the family members of the defendant refused to perform ceremonies of marriage according to Mizo Customary law. On 13.05.2011, the members from relatives of the defendant forced the plaintiff out of their residence leaving behind all his belongings except the LPK (Tripper Truck) which was purchased by him on loan through financial assistance from Pachhunga & Sons Aizawl in which father of the plaintiff stood as a Guarantor while the vehicle was registered in the name of the defendant. The instant suit has been filed by the plaintiff claiming peaceful possession of the said LPK Truck. The suit has been filed bonafide and for the interest of justice. The suit valued at Rs.10,00,000/- and the requisite amount of court fees that the plaintiff has to deposit is Rs. 5000/-. However, as he could not pay the said amount, he submitted a petition u/s 149 of CPC for leave of court to allow him to pay the requisite amount of court fees at a later stage but before judgment and the same was granted. The plaintiff later on deposited the requisite amount of court fees.

The plaintiff prayed for a decree or order granting relief he is entitled according to Justice, Equity and Good conscience.

On the other hand, the defendant submitted her written statement in which she contested the suit that the case is not maintainable in its present form and style. The plaintiff has no locus standi to file the suit against the defendant. There is no cause of action in favour of the plaintiff and against the defendant. Hence the suit is liable to be dismissal outright.

The defendant denied all the averments made by the plaintiff save and except what are specifically admitted in the statement. The defendant submitted that she never had fallen in love with the plaintiff. Rather the plaintiff married the defendant by way of LUHKHUNG as such there is no proper marriage between the two. The plaintiff has no right to claim the said Truck as the same is belonging to the plaintiff. The defendant prayed for dismissed of the suit.

During the course of trial, the plaintiff and the defendant entered into a mutual compromise and the same was made through their respective Ld. Counsels. The terms of their mutual compromise/agreement had been reduced into writing. According to the terms of agreement/compromise, the two plots of lands for House sites located near Farm veng, Rangvamual and Rangvamual opposite to Tennis Court, Rangvamual, Aizawl shall be retained/possessed by the plaintiff while all the other properties of moveable's such as:- LPK (Tripper Truck) bearing Regn. No.MZ-01-F-5802, Washing Machine, Steel Almirah, Television Set etc. shall be retained/possessed by the defendant. As the moveable and immoveable properties have been divided between the parties as per their mutual agreement, the bone of contention in the instant suit has been amicably settled and each person shall be the owner of the properties possessed/retained by each as per the mutual agreement.

Having settled the matter through mutual agreement, by the parties, the instant suit stands disposed of accordingly.

Parties shall bear their own costs.

Pronounced in open court in presence of parties.

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

Memo No. /SCJ-I I(A)/2012: Dated Aizawl the, 10th July,2012.

Copy to:

1. The District and Sessions Judge, Aizawl District, Aizawl, Mizoram for information.
2. Samson Lalduhawma, S/o C.C.Chawngmingthanga, Kanan veng, Aizawl C/o Saihmingliana Sailo, Advocate.
3. Rupa Pradhan, D/o S.P.Pradhan, Rangvamual C/o Haulianthanga, Advocate.
4. M/s Pachhunga & Son, Chamari, Aizawl, Through its Manager.
5. Registry Section.
6. Case record.

PESHKAR