

IN THE COURT OF THE SENIOR CIVIL JUDGE, AIZAWL DISTRICT, AIZAWL
MIZORAM

Money Suit No.46/2009

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

.....Plaintiff.

-Versus-

1. CVL Malsawma,
S/o Lalsanga,
Serchhip, Saron veng.
2. Lalsanga,
Dinthar Veng, Serchhip.

.....Defendant.

BEFORE

R.VANLALENA, Senior Civil Judge-2

For the Plaintiff : Shri MM Ali, Advocate.

For the Defendants:

Date of Judgement: 22.3.2012.

JUDGEMENT AND ORDER

22.3.2012

1. The plaintiff is a Banking company constituted under the State Bank of India Act, 1955 carrying its business under the Banking Regulation Act 1949 in diverse places with its Branch at Serchhip Branch, Serchhip, Mizoram while the defendants are the residents of Serchhip, Mizoram.
2. The present suit is for recovery of Rs.2,27,450 with interest @ 12.24% per annum from 01.09.2009 till full realization of the said amount from the defendants who are jointly and severally responsible to repay the loan availed from the plaintiff- State Bank of India, Serchhip Branch, Serchhip by defendant No.1.
3. At the relevant time, the defendant No.1 approached the plaintiff bank and applied for loan amount of Rs.1,50,000/- under cash credit facilities for doing grocery business. The plaintiff Bank carefully examined the proposal and decided to grant Rs.1,50,000/- as loan under the cash credit facilities on condition that No.1 & 2 were to executed Loan Agreement and Guarantee Agreement respectively with the plaintiff Bank. The defendants thus entered into agreements with the plaintiff and thus executed the said Loan Agreement and Guarantee Agreement respectively for availing loan amount of Rs.1,50,000/- with the interest @ Rs.12.24% per annum which was subject to the revision of it on the direction of the Reserve Bank of India. The plaintiff thus sanctioned the loan amount of Rs. 1,50,000/- and disbursed the said amount to defendant No.1 through his loan Account No.0160060013 for which defendant No.2 stood as a Guarantor. In spite of the Loan Agreement and Guarantor Agreement duly entered into and executed by the defendants, the repayment of the said loan amount together with the interest were not done as per the Agreements. The defendant No.1 neglected to repay his loan dues. The defendant No.2 (Guarantor) too failed to fulfill his responsibility. The plaintiff bank had by demand notices cautioned the defendants to make regular repayment of loan but to no avail. The defendants remained silent and did not take any step towards repayment of loan together with the interest. Finding no alternative, the plaintiff filed the present suit for recovery of the aforementioned loan amount together with the interest. The plaintiff, for the purpose of the suit deposited Rs.5206/- as advolorem court fees. The plaintiff thus prayed this court:-

- a) To pass a decree for an amount of Rs. 2,27,450 /- with interest @ Rs.12.24% per annum from 01.09.2009 and pendent lite and future interest till full realization of the amount against the defendant making both of them jointly and severally responsible to made repayment of the loan.
- b) To pass necessary orders of attachment of pledged stocks and to sell the same for adjustment of the loan dues.
- c) To pass necessary order for attachment before judgement of all moveable and immoveable properties of the defendants:

During the course of this suit, this court issued Notices/Summons to the defendants to show cause as to why the prayer of the plaintiff shall not be granted and to file written statements. But the defendants failed to submit written statement and thus did not contest the suit, but orally prayed this court to give them more time for repayment of the loan stating that non-repayment of loan is purely due to bankruptcy of small time business coupled with poverty. In the meantime, the counsel for the plaintiff Shri MM Ali orally prayed this court to pass an order directing the defendants to repay the loan on monthly basis till full realization of the dues.

I have considered the submissions of both sides and carefully perused materials available on record. Upon careful consideration of both the submissions, this court has finally decided to pass an order and thus the suit is decreed as follows:-

- 1) The defendant No.1 Shri C.V.L.Malsawma, S/o Lalsanga, Serchhip, Saron veng shall make repayment of loan together with the interest aforementioned by depositing cash into the plaintiff Bank-State Bank of India, Serchhip Branch, Serchhip at equated monthly installment of Rs.5,000/- (Rupees five thousand) only with effect from the month of April, 2012 till full realization of the amount dues. Failure to deposit the cash as repayment as aforementioned monthly equated installment even for three consecutive months shall compel the defendant No.1 (Guarantor) to repay the loan on the same terms until full realization of the amount dues.

The suit as having been decreed as above is thus disposed of.

Given under my hand and seal of this court on this 22nd March, 2012.

Give copy of this order to all concerned.

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

Memo No. 232 /SCJ-I I(A)/2012: Dated Aizawl the 22nd March,2012.

Copy to:

1. The District and Sessions Judge, Aizawl District, Aizawl, Mizoram for information.
2. Manager, State Bank of India, Serchhip Branch, Serchhip, Mizoram.
3. CVL Malsawma, S/o Lalsanga, Serchhip, Saron veng.
4. Lalsanga, Dinthar Veng, Serchhip.
5. Shri MM Ali, Advocate concerned.
6. Registry Section.
7. Case record.

