

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

Civil Suit No.62/2010

Zonuntluangi
W/o Malsawmdawngliana (L)
R/o Galilee Veng (H.No.VK-95)
Zemabawk, Aizawl.Plaintiff.

-Versus-

Vanlalauvi
R/o Galilee Veng, (H.No.VK-14)
Zemabawk, Aizawl.Defendant.

BEFORE

R.VANLALENA, Senior Civil Judge-2

For the Plaintiff : Shri R.Lalawmpuia, Advocate.

For the Defendants:

Date of Judgement: 21.5.2012.

JUDGEMENT AND ORDER

21.5.2012

The brief facts of the case as reflected in the plaint may be stated as belows:

The plaintiff and the defendant are citizens of India belonging to Mizo Community and are residing at Galilee Veng, Zemabawk, Aizawl, Mizoram. On 22.05.2010, the defendant asked the plaintiff to lend her money for a period of only one month saying she needed the money for business. The defendant promised to repay/return the money within one month i.e.22.06.2010. The defendant therefore, borrowed Rs.2,10,000/- (Rupees two lakhs, ten thousand) only as a loan from the plaintiff eventhough the plaintiff was not a money lender by profession. The defendant however, as promised could not repay/return the borrowed money on the promised day i.e. 22.06.2010 and assured the plaintiff that he would return the money in the month of August 2010. Even by the end of August 2010, the defendant could not repay/return the money and verbally told the plaintiff that she was applying loan from North East Region Finance Service Limited. So that she would be repaying the money from the loan she applied.

Despite assurances made earlier, the defendant failed to repay the money to the plaintiff. The plaintiff therefore served a Notice on 10th September 2010 to the defendant to return the money on or before 15th September 2010. Acting upon the said Notice, Mr.Laldinthara, brother of the defendant, who is a Forester under the Forest Department, Mizoram requested the plaintiff to wait for some more days for returning the said money citing that he was applying to with draw his G.P.Fund

and that the plaintiff would be repaid the money in time from the G.P.Fund. However, the Defendant still failed to repay the money to the defendant in spite of those aforementioned assurances.

The plaintiff therefore, having no other option approached this court and prays the following reliefs :-

- a) A decree in favour of the plaintiff ordering the Defendant to repay the money i.e. Rs.2,10,000/-
- b) A decree for payment of compound interest over the principal amount of Rs.2,10,000/- as practiced in State Bank of India.
- c) A decree against the Defendant for costs of the suit, pleaders's fee, court fees and other expenses incurred by the plaintiff to be paid by the Defendant.
- d) For attachment of moveable as well as immovable property of the defendant in case the defendant fails to repay the interest.
- e) For any other relief to which the plaintiff is entitled according to Justice, Equity and Good conscience.

During the course of suit, the Defendant was summoned to file her written statement and she submitted her written statement on 25.02.2011. In her written statement, the Defendant made an admission of the case stating she did borrowed the money amounting to Rs.2,10,000/- on 22.05.2010 from the plaintiff with interest to be repaid within one month. The Defendant added that she could not repay the money within time and thus exhausted all her efforts to repay the money but still could not repay the same and tried her level best to repay the money till date.

As the defendant admitted all the averments and submissions of the plaintiff this court finds it not necessary to go in for evidence of the plaintiff, hence decided to pass a judgment on admission as provided under Order-12, Rule 6 of the Code of Civil procedure 1908 which reads as under:-

Judgment on admissions : (1) where admissions of fact have been made either in the pleading or otherwise, whether orally or the writing, the court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question between parties, make such order or give such judgment as it may think fit, having regard to such admissions.

(2) Whenever a judgment is pronounced under sub-rule (1), a decree shall be drawn up in accordance with the judgment and a decree shall bear the date on which the judgment was pronounced.

By virtue of the aforementioned provision of law, this court passed the following judgment and order as under :-

That the defendant Pi Vanlalaui, R/o Galilee Veng, H.No.VK-14, Zemabawk, Aizawl shall repay the loan/borrowed money to the plaintiff at a monthly installment rate of Rs.4000/- (Rupees four thousand) only without interest till full realization of the borrowed money. As the said defendant had already started repayment of the said money even before the court has passed this order, the repayment order shall automatically effective from the date the defendant had begun her repayment and shall continue till full realization.

Draw a decree accordingly.

With this order the case stands disposed of.

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

Memo No. /SCJ-I I(A)/2012: Dated Aizawl the 21st May,2012.
Copy to:

1. The District and Sessions Judge, Aizawl District for information.
2. Zonunluangi, W/o Malsawmdawngliana (L), R/o Galilee Veng
(H.No.VK-95) Zemabawk, Aizawl C/o R.Lalawmpuia, Advocate.
3. Vanlalauvi, R/o Galilee Veng, (H.No.VK-14), Zemabawk, Aizawl.
4. Registry Section.
5. Case record.

PESHKAR

