

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

Money Suit No.111 OF 2014

1.State Bank of India,
Mission Veng Branch,
Represented by Chief Manager,
SBI,Mission Veng Branch, Aizawl.

.....Plaintiff.

Versus-

Smt. Jane Mary Rosangzuali
D/o B.Rozampuia
H.No. 154
Tlangnuam, Dam Veng
Aizawl, Mizoram

.....Defendant.

BEFORE

Senior Civil Judge-II

R.Vanlalena, MJS

Aizawl, Mizoram

Appearance:

For the Plaintiff :Mr TJ.Lalnuntluanga, Advocate,
For the Defendant :NIL

Date of hearing :21.04.2016

Date of Judgment :21.04.2016

JUDGMENT AND ORDER

1.The main facts of the case leading to the filing of the present money suit as reflected by the plaintiff in the plaint may be mentioned as follows.

2.The Plaintiff is a nationalised Bank constituted under the State Bank of India Act, 1955 carrying a business of banking at Aizawl under the Banking Regulation Act, 1949. The registered local head office is in Guwahati and one of its branches is at Mission Veng, Aizawl headed by the Chief Manager.

3.The Defendant is a farmer who has been engaged in poultry framing. She applied for PMRY/term loan for a programme year of 2007-2008 on 19.6.2005 for a sum of Rs.1,00,000/- by submitting quotation from Laltlan Allied Industries, Tlangnuam, Aizawl retail invoice. The defendant father namely B.Rozampuia, Tlangnuam Damveng, Aizawl executed his acknowledgment and agreed to his daughter obtaining PMRY/term loan loan under Industries sector.

4. The Plaintiff had carefully examined all the documents submitted by the defendant in support of the application for the said loan money. After having verified and careful checks, the Plaintiff decided to sanction loan money amounting to Rs.95,000/-/- to the Defendant on 21.7.2006 with interest rate of 11% per annum subject to revision of interest rate from time to time as per the direction of Reserve Bank of India.

5. The Defendant agreed the terms and conditions laid down by the plaintiff and thereafter the defendant executed agreement of composite loan agreement for SSI/SB/AGL activities under Prime Minister Rozgar Yojana for providing self-employment to educated unemployed youth on 9.8.2006 and the plaintiff bank had decided the sanction the loan amount of 95,000/- to repayed by monthly instalment at a rate of Rs.2,149/- with interest at the rate of 11% per annum commencing from February, 2007 for a period of 16 months instalments.

6. The Plaintiff, thereafter disbursed the loan sum amounting to **Rs.95,000/-** to the Defendant on 12.09.2006 through Account No.30066948398 by means of debit transfer.

7. After the disbursement of the said loan, the Plaintiff had been reviewing the performance of the loan account and observed that the Defendant had neglected and failed to make repayment of the loan amount and thus the loan account of the Defendant had become very irregular towards repayment of the loan together with the interest. Subsequently, the Plaintiff had given oral reminder to the Defendant on various dates and written reminder also given to her on 13.8.2007, 12.3.2008, 16.9.2009 and 23.10.2013 against Defendant. However, the Defendant failed to repay the loan. This resulted into irregular accrued amount of Rs.1,14,939/- as on 13.6.2010 and the balance from the record is Rs.95,000/-. Therefore, the total outstanding dues till date 25.9.2014 is Rs.2,09,939/- plus an interest as agreed upon.

8. In spite of persistent efforts of the Plaintiff to get back the loan money borrowed by the Defendant, no payment had been made by the Defendant till date. The Defendant had executed revival letter on 30.5.2011 and 30.5.2014 on the composite loan Agreement.

9. The inaction of the Defendant in failing to repay the loan with interest was highly illegal and perhaps amounts to cheating. In fact, the Defendant have no excuse for not repaying the loan with the interest and was bound to repay the loan with the interest as agreed upon by her.

10. The cause of action arose when the Defendant availed loan amounting to Rs.95,000/- from the Plaintiff on 21.7.2006 and the cause of action again arose when the Defendant had irregularities on repayment of the loan on 13.6.2010 and the execution of revival letter on 30.5.2011 and 30.5.2014 of composite loan Agreement of the articles of agreement. The cause of action further arose when the Defendant acknowledged their debts to the Plaintiff for non repayment of the loan. The cause of action still survives.

11. The Plaintiff and the Defendant being both residents within Aizawl city, as such this Court has territorial jurisdiction and pecuniary jurisdiction to entertain the instant suit.

12. The instant suit is valued at Rs.2,09,939/- and the court fees amounting to Rs.4,966/- has been submitted alongwith the plaint.

13. The Plaintiff claimed the following reliefs:-

- (a) A decree in favour of the Plaintiff and against the Defendant.
- (b) A decree directing the Defendant to pay the Plaintiff the total outstanding dues amounting to Rs.2,09,939/- with interest at a rate of Rs 11% per annum from the date of irregularity of the loan repayment.
- (c) Any other reliefs as the Court may deem fit and proper.
- (d) For costs of the suit.

14. On the other hand, the Defendant submitted written statement as follows:-

He ka pawisa puk ah hian ka rul mumal loh avangin ngaihdamna ka dil hmasa a ni.
He ka PMRY loan lakah hian Ar vulh ka thlang a, vanduaithlak takin an pul vek a, tin keimah ah hrisel lohna in min tlakbuak in phai a refer ngaiin ka awm a. Chuvang chaun ka rulh leh thei lo a, hetiang a lo nih takah chuan kan in hmun tihral mai kan tum a, hemi kan tihral hma hi min lo hrethiam turin ka ngen a che.(I took the PMRY loan from the plaintiff bank for poultry farming. Unfortunately all the chicken/poultry died due to diseases. Moreover, my physical health condition became deteriorated which resulted to refer for better medical facilities. I could not repay the loan satisfactorily due to the reasons mentioned above. I was planning to sell the land belonging to me for repayment of the loan but I could not sell the land at present. I pray the Court to grant me more chance for repayment of the loan).

15. I have heard the Ld.Counsel Mr.TJ.Lalnuntluanga on behalf of the Plaintiff who submits that since the Defendants admitted the liability of the loan, the Court may be pleased to pass a judgment on the basis of the admission made by the Defendants. I have also heard the Defendant in person who submitted that the Court may be kind enough to pass a lenient order for her repayment of the loan.

16. Perusal of the hand written statement of the Defendants indicates that she does not deny the fact of hertaking loan from the State Bank of India, Mission Veng Branch, Aizawl and admitted the liability to repay the loan. Considering the submissions made by the parties, this Court has come to a conclusion to pass a judgment on admission by virtue of the provision contained under Order 12, Rule 6 of the Code of Civil Procedure, 1908 which provides as follows:-

Judgment on Admission:-(1) Where admission of fact have been made either in the pleading or otherwise, whether orally or in 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 determination of any other question between the 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 the decree shall bear the date on which the judgment was pronounced.

17. In the instant suit, there was only one Defendant represented by herself. The said defendant not only represented herself, but also claimed the liability of the loan and also took responsibility to repay the loan by defendant. After having heard the parties from both sides and after having considered their submissions, this Court has made the judgment and order on admission as follows:-

ORDER

(1) The Defendant namely Jane Mary Rosangzuali D/o B.Rozampaia, H.No. 154, Tlangnuam, Dam Veng, Aizawl, Mizoram shall repay the amount 2,09,939/- only without further interest within a period of one year counting from the month of April, 2016 by depositing the amount with the Plaintiff bank.

(2) The Defendant is hereby allowed to waive the further interest and is therefore, need not to pay the interest mentioned in the loan agreement executed and signed by her with the Plaintiff.

(3) The Parties shall bear their own cost.

With this order, the instant suit stands disposed of.

Given under my hand and Seal of this Court on this 21st day of April, 2016.

Sd/-R.VANLALENA

Senior Civil Judge-II
Aizawl District, Aizawl.

Memo.No.....Sr.CJ-II/A/2016 : Dated Aizawl, the 21st April, 2016.

Copy to:-

1. The District & Sessions Judge, Aizawl Judicial District, Mizoram, Aizawl.
2. Chief Manager, State Bank of India, Mission Veng Branch, Aizawl C/o Mr.TJ.Lalnuntluanga, Advocate.
3. Smt. Jane Mary Rosangzuali, D/o B.Rozampaia, H.No. 154, Tlangnuam, Dam Veng Aizawl, Mizoram
4. Judicial Section.
5. Case Record.
6. Guard File.

PESHKAR