

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

Money suit No.24 of 2016.

1.Mrs Helen Zochhuanmawii
R/o.Dinthar _II,
Aizawl, Mizoram

.....Plaintiff.

Versus-

1.Mrs.B.Vanlalzami
W/o.K.Remlala
R/o.Tuikual-A
Aizawl,Mizoram.

.....Defendant.

BEFORE

R.VANLALENA
Senior Civil Judge-II
Aizawl, Mizoram.

Appearance

For the Plaintiff	:	Mrs.C.Lalremruati, Advocate
For the Defendant	:	Mrs.B.Vanlalzami.
Date of Hearing	:	Dt.20.04.2016.
Date of Judgment	:	Dt.20.04.2016.

JUDGMENT AND ORDER

1.The Facts of the case leading to the presentation of this Money Suit No.24 of 2016 as reflected in the plaint may be stated as follows:-

2.That on two occasions starting from 28.06.2014 the Defendant Mrs.B.Vanlalzami wife of K.Remlala, resident of Tuikual-A,Aizawl approached the Plaintiff-Helen Zochhuanmawii asking for certain sum of money as a loan amounting to Rs.3,00,000/-(Rupees Three Lakhs) by promising her to repay the loan within one month with interest @ Rs.10% per month. The Defendant further promised that in case she fails to repay the loan, the Plaintiff would have a liberty to do upon the Defendant anything for recovery of the borrowed money. In respect of her promise, the Defendant executed a letter known as INTIAMNA dated 28.06.2014 in presence of reliable witnesses. In addition to this, on 05.07.2014, the Defendant again borrowed a sum of rupees amounting to Rs.3,00,000/- with a suitable amount of interest for a period of one month only for which she again executed another letter known as INTIAMNA on 05.07.2014.

3. However, after the expiry of the period for repayment of the borrowed/loan money was over, the Defendant failed to repay the borrowed/loan money to the

Plaintiff. She therefore, executed another letter titled INTIAMKAMNA dated 05.11.2014 stating therein that she would repay all the borrowed/loan money dated 28.06.2014 and 05.07.2014 amounting to Rs.8,40,000/- (Rupees Eight Lakhs, forty thousand). However, even after the expiry of the vowed period, the Defendant still failed to repay the borrowed/loan money before the period of 10.11.2014 failing which the Plaintiff would have liberty upon the Defendant to do anything for recovery of the loan money. In spite of this, the Defendant still neglected and failed to repay the loan money despite repeated demand to repay the same.

3. As the Plaintiff is a simple woman, she was convinced by the Defendant by her promise to repay the loan money. Even after a number of promises, the Defendant still failed to repay the loan money. All the efforts taken by the Plaintiff to recover the loan money had gone in vain. Consequently, the Plaintiff gave a legal notice to the Defendant on 20.12.2014 to repay the full amount of loan money amounting to Rs.8,40,000/- /-(Rupees Eight Lakhs, forty thousand). Having no other options, the Plaintiff approached this Court for redressal her grievances.

4. The cause of action had arisen on 28.06.2014 when the Defendant borrowed a sum of money amounting to Rs.3,00,000/- and again arose on 05.07.2014 amounting to Rs.3,00,000/- with a total amount Rs.8,40,000/0 with the interest agreed to by the Defendant.

5. As the Plaintiff and the Defendant are residing within Aizawl city, the Court has territorial jurisdiction to entertain the present suit.

6. For the purpose of the court fees, the suit is valued at Rs.8,40,000/- and the required amount of court fees is Rs.5,000/- being the Plaintiff is a house tax payee resident of Mizoram. However, as the Plaintiff is facing with financial constraint, she may be allowed to institute the present suit without submitting the full amount of court fees for which a separate application under Section 149 CPC, 1908 has been filed. And the suit is for the ends of justice.

7. The Plaintiff therefore, prays the following reliefs:-

(1). To admit the present suit.

(2). To pass a decree in favour of the Plaintiff for recovery of the total outstanding loan dues i.e. Rs. 8,40,000/- from the Defendant with interest at a rate of Rs.12% per annum.

(3). Any other order/orders as the Court may deem fit and proper in the interest of the suit.

8. On the other hand, the Defendant submits her written statement in which she stated as follows:-

Kei hi B. Vanlalzami, w/o. K. Remlala, Tuikual-A, Aizawl, Mizoram a chengkani a. Money Suit No.24 of 2016 ah hian Defendant kani. Pi Helen Zochhuanmawii, DintharVeng, Aizawl, Mizoram hnenatanginpawisa Rs.8,40,000/- hi kapukngei a, amaherawhchu, chhungkawharsatnalehkahnathawhnakawnghranghrangahbuainakarinhloh lam takinkatawhavanginkaintiamangin a huntakahkarulthei lo a.

Katheihangangin Rs.8,40,000/- atangin Rs.1,00,000/- (Cheng Nuaihkhath) chukarultawh a, tuna ka la pektura hi Rs.7,40,000/- chauh a nitawh.

*Khawngaihtakin Pi Helen Zochhuanmawii pawisa Rs.7,40,000/-
(kapukatangakarulhtur la awm) hi he Court zahawmtakhiantha taka karulhtheih
nan hun min peselakalawmhleang.*

I Rintlak

Signed/-
(B.VANLALZAMI)
W/o K.Remlala
Tuikual-A, Aizawl.

(I, Mrs.B.Vanlalzami, w/o.K.Remlala, is a resident of Tuikual-A, Aizawl, Mizoram. I am a Defendant in Money Suit No.24 of 2016. I did borrowed loan amounting to Rs.8,40,000/- from the Plaintiff Pi Helen Zochhuanmawii. However, I could not repay the said loan within a stipulated period due to financial constraint and other difficulties which had arisen in the way of my profession.

Out of Rs.8,40,000/- I had repaid Rs.1,00,000/-(Rupees One Lakh) and the remaining dues is Rs.7,40,000/-.

I do pray the Court to provide me sufficient time for my repayment of the remaining loan dues and I would be very obliged if my prayer is granted.

9. Perusal of the written statement of the Defendants indicates that she does not deny the fact of her taking loan from the Plaintiff Mrs Helen Zochhuanmawii, Tuikual-A, Aizawl and admitted the liability to repay the loan. She also stated that out of the total outstanding dues of Rs.8,40,000/-, she had repaid Rs.1,00,000/-(Rupees One Lakh). I have heard the Ld. Counsel Mrs.C.Lalremruati for the Plaintiff who made a submission to the Court that the Court may find the written statement of the Defendant sufficient to act upon for making a judgment on admission on the basis of the admission made by the Defendant in her written statement. I have also personally heard the Defendant who made an oral submission before the Court that the Court may be kind enough to grant her three months time for full repayment of the loan she had taken/borrowed from the Plaintiff. 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.

9.In the instant suit, the Defendant declined to engage a lawyer or to avail free services of legal aid Counsel that may be available from the District Legal Services Authority . The said defendant not only represented herself but also claimed the liability of the loan and also took responsibility to repay the loan by

her. The said defendant admitted the liability of the loan. 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 Mrs.B.Vanlalzami shall repay the remaining loan dues amounting to Rs.7,40,000/-(Rupees seven lakhs, forty thousand)only to the Plaintiff being the remaining loan dues as on today after having repaid Rs.1,00,000/- out of Rs.8,40,000/- within a period of 3(three) months from the date of this order without further interest on the mentioned amount.

(2). Parties shall bear their respective costs.

Given under my hand and Seal of this Court on 20th April, 2016.

Sd/-R.VANLALENA

Senior Civil Judge-II

Aizawl District, Aizawl.

Memo.No.....Sr.CJ-II/A/2016 : Dated Aizawl, the 20th April 2016

Copy to:-

1. The District & Sessions Judge, Aizawl Judicial District, Mizoram, Aizawl.
2. Helen Zochhuanmawii, dinthar-II, Aizawl, Mizoram through Ld. Counsel Ms.C.Lalremruati.
3. B.Vanlalzami, W/o K.Remlala, Tuikual 'A', Aizawl, Mizoram.
4. Judicial Section.
5. Case Record.
6. Guard File.

INDEX OF THE CASE.

The Plaintiff produced the following documents in support of her claim.

1.Photo copy of INTIAMNA dated 28.06.2014. which speaks for itself and marked as Annexure-1.

2. Photo copy of INTIAMNA date-nil and marked as Annexure -2.

3.Photo copy of INTIAMKAMNA dated 5.11.2014 and marked as Annexure-3.

The Defendant produced no enclosures.