

**IN THE COURT OF SHRI R.VANLALENA, SENIOR CIVIL JUDGE-I  
AIZWL DISTRICT, AIZAWL, MIZORAM**

**Money suit No.107 of 2015**

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

..... Plaintiff

-Versus-

Lalengmawi  
S/o Biakliana  
House No. 117  
Khawzawl Vengthar.

..... Defendant

**BEFORE**

R.Vanlalena, MJS  
Senior Civil Judge-II  
Aizawl, Mizoram

Appearance:

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

Date of hearing :Dt.20.06.2016  
Date of Judgment :Dt.20.06.2016

**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 Branch, Aizawl headed by the Chief Manager.

3.The Defendant is a student of BBA at the time of applying education loan and he is residing at Bungkawn Nursery Veng, Aizawl who had approached the Plaintiff and applied for Education Loan on 10.7.2006 amounting to Rs.2,05,180/- by informing his immovable properties of LSC No.Ch.P. 82 of 1992 located at Champhai Vengsang valued at Rs.4,00,000/- in his application.

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 Personal Loan of Rs.2,05,180/- to the Defendant on 24.07.2006 with interest at a rate of 11% per annum subject to revision of the rate of interest from time to time as per the direction of Reserve Bank of India to be repaid within 84 months by instalment of

Rs.4,188/- per month commencing from June, 2009. Defendant agreed the terms and conditions laid down by the plaintiff and thereafter the defendant executed agreement of letter of arrangement on 24.07.2006.

5. The Plaintiff, thereafter disbursed the loan sum amounting to **Rs.2,05,180/-** to the Defendant on dt. 02.08.2006 by making banker cheque and Account No.30064819364 dated 02.08.2006 for Rs.2,05,180/- and the same was received by defendant.

6. 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 defendant on 14.05.2010, 22.08.2011, 19.12.2011, 14.01.2012 and legal notice dated 16.01.2012 to regularised the loan account. However, the Defendant failed to repay the loan. This resulted into irregular accrued interest was Rs.1,31,963/- as on 11.05.2010 and the balance from the record is 2,01,480/-. Therefore, the total outstanding dues till date 20.05.2015 was Rs.3,33,443/- plus an interest as agreed upon.

7. 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.

8. 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 is bound to repay the loan with the interest as agreed upon by him. The defendant executed his revival letter dated 04.08.2009 and 02.08.2012 on the agreement for term loan for education loan scheme dated 02.08.2006.

9. The cause of action arose when the Defendant availed loan amounting to Rs.2,05,180/- from the Plaintiff on 24.07.2006 and the cause of action again arose had irregularities on repayment of the loan and when the defendant acknowledge his debt to the plaintiff for repayment the loan amount with the interest. The cause of action further arose when the Defendant acknowledged his debts to the Plaintiff for non-repayment of the loan. The cause of action still survives.

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

11. The instant suit is valued at Rs.3,33,443/- and the court fees amounting to Rs.6,047/- has been submitted along with the plaint in accordance with the provision of the Court fees (Mizoram amendment) Act, 1995 .

12. 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 of the total outstanding dues amounting to Rs.3,33,443/- with interest @ 11% per annum from the date of irregularity of the loan till realization of the suit.

(c) Any other reliefs as the Court may deem fit and proper in the facts and circumstances of the case.

(d) For costs of the suit.

13. On the other hand defendant submitted his hand written statement stating as follows:

Ka loan lak Rs.2,05,180/- (Mission Veng Branch) hi tun dinhmunah ka la rulh theih loh avangin atlem berah kumkhat talk a la mamawh dawn a, hemi hun chhung pawh a ka la rul thei lo cheu anih chuan ka security deposit (LSC Ch.P No. 82 of 1992 hi chan mawi ka huam e.

I rintlak,

Sd/- ( LALENGMAWIA)

Permanent: Vengthar, Khawzawl

Present : T-43/1, Bungkawn

Aizawl, Mizoram.

(Since I could not repay the loan Rs. 2,05,180/- which I availed from State Bank of India, Mission Veng Branch at present, at least I need one year for its repayment. Even during this period in case I could not repay the same, I am ready to forfeit the security i.e. LSC Ch.P.No. 82 of 1992 to the authority).

14. I have heard the Ld.Counsel Mr.TJ.Lalnuntluanga on behalf of the Plaintiff who submits that since the Defendant admitted the liability of the loan, the Court may be pleased to pass a judgment on the basis of the admission made by the Defendant. I have also heard the Defendant personally who submitted that he could not repay the loan amount as he was unable to earn income due the fact that he was only a student.

15. Perusal of the hand written statement of the Defendant indicated that he does not deny the fact of his taking 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.**

Reliance may also be taken from the case of the **Divisional Manager, United India Insurance Company Ltd. And Another vs-Samir Chandra Chaudhary** in connection with Appeal(civil) 3663 of 2005 decided on

14.07.2005 reported in the same year 2005(1) Suppl. SCR 613, 2005 (5) SCC 784, 2005 (5) SCALE 470, 2005 (6) JT 289 it was held that:-

*"The effect of admission is that it shifts the onus on the person admitting the facts on the principle that what a party himself admits to be true may reasonably be presumed to be so, and until the presumption is rebutted, the fact admitted must be taken to be established. An admission is the best evidence that an opposing party can rely upon and though not conclusive is decisive of matter, unless successfully withdrawn or proved erroneous."*

16. 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 Lalengmawia, S/o Biakliana, House No.117Khawzawl Vengtharpresently residing at House No. T-43/1, Bungkawn, Aizawl, Mizoram shall repay the loan dues i,e Rs.3,33,443/-(Rupees three lakhs, thirty three thousand, four hundred and forty three) only without further interest within a period of one year counting from the month of July, 2016 by depositing the amount with the Plaintiff bank.

(2). The Parties shall bear their own cost.

(3) Draw decree accordingly.

With this order, the instant suit stands disposed of.

Given under my hand and Seal of this Court on this 20<sup>th</sup> day of June,2016.

Sd/-**R.VANLALENA**

Senior Civil Judge-II  
Aizawl District, Aizawl.

Memo.No.....Sr.CJ-II/A/2016 : Dated Aizawl, the 20<sup>th</sup> June, 2016.

Copy to:-

1. The District & Sessions Judge, Aizawl Judicial District, Mizoram,Aizawl.
2. State Bank of India, Mission Veng Branch,Represented by Chief Manager,Aizawl, Mizoram through Ld. Counsels Mr.TJ Lalnuntluanga & Ors.
3. Lalengmawia, S/o BiaklianaHouse No. 117, Khawzawl Vengthar.
4. Judicial Section.
5. Case Record.
6. Guard File.

PESHKAR