

**IN THE COURT OF SHRI R.VANLALENA, SENIOR CIVIL JUDGE-II, AIZAWL  
DISTRICT, AIZAWL, MIZORAM.  
Declaratory Suit No. 14 of 2015**

K.Lalzawmsanga  
S/o K.Lalhmuliana  
Venghlui, Aizawl.

... Petitioner

-Versus-

Indusind Bank Ltd. (CFD)  
Represented by the Legal Executive  
Zarkawt, Aizawl

... Defendant

**BEFORE**

**ShriR.Vanlalena, Senior Civil Judge-II,**

PRESENT

For the Plaintiffs : Mr. R.Lalhmingmawia&ors, Advocates.  
For the Defendants : Mr. F.Lalengliana&Ors, Advocates.  
Date of Order : 23.03.2016.

**O R D E R**

Mr. R.Lalhmingmawia, Ld. Counsel for the plaintiff present.

On the other hand, Mr.F.Lalengliana, Ld. Counsel for the defendant present.

Today is fixed for preliminary hearing on the issue of maintainability of the present suit.

I heard Mr.R.Lalhmingmawia, Ld. Counsel for the plaintiff who submits that his client plaintiff K.Lalzawmsanga had availed loan from the defendant bank Indusind Bank Ltd., Aizawl around 04.04.2014 for purchase of vehicle (Truck). He purchased a vehicle Truck (MZ-01K-2697). Unfortunately, the said vehicle met with an accident causing total damage to the vehicle, after seven months of purchase. As a result of this, his client could no longer pay monthly installment on the loan which resulted that the Loan Agreement date 04.03.2014 had been cancelled by the defendant. The defendant informed the plaintiff to surrender the said vehicle to them and thereby causing him deprived of ownership of the said vehicle. The defendant was intending to dispose of the said vehicle thereby making the plaintiff loan defaulter and thus approach this Court for redressal of his grievances.

On the other hand, Mr. F. Lalengliana, Ld. Counsel for the defendant submits that the present suit may not be entertained as the matter is barred by the Arbitration and Conciliation Law since arbitration clause had been made in the loan agreement duly signed by the plaintiff wherein the plaintiff had agreed to initiate arbitration proceeding in the event of dispute that may arise in connection with the said loan agreement. Therefore, the present dispute has to be dealt with in accordance with the provision of Arbitration Act before a sole arbitrator to be appointed by the defendant. As the present dispute has to be dealt with by an arbitrator, the instant suit may not be entertained by Court and may be dismissed out right.

Upon hearing the rival submissions, and after consideration of the submissions, this Court has come to a conclusion to not entertain the present suit on the ground that as per the loan agreement, any dispute that may arise in connection with loan is to be referred to an arbitrator. As a result of which, this Court has no jurisdiction to entertain the suit.

Accordingly, the instant suit is dismissed.

Sd/- R.VANLALENA

Senior Civil Judge-II,

Aizawl District, Aizawl.

Memo No. /SCJ-II/2016 : Dated Aizawl, the 23<sup>rd</sup> March, 2016

Copy to :

1. The District Judge, Aizawl Judicial District, Aizawl.
2. K.Lalzawmsanga, S/o K.Lalhmuliana, Venghlui, Aizawl through Ld. Counsel Mr.R.Lalhmingmawia&Ors.
3. IndusInd Bank Ltd. (CFD) Represented by the Legal Executive Zarkawt, Aizawl through Ld. Counsel Mr.F.Lalengliana&Ors.
4. Judicial Section.
5. Guard file.
6. Case record.

P E S H K E R