

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

Money Suit No.140 of 2014

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

.....Plaintiff.

Versus-

1. ShriH.Zosiam
S/o Lalringa (L)
H.No. – 134
Melthum, Mizoram.
2. Smt. Laldingliana
W/o Varkungliana
M-V 165
Mission Veng, Aizawl.....Defendants.

BEFORE

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

Appearance:

For the Plaintiff :MrTJ.Lalnuntluanga, Advocate,
For the Defendants : H.Zosiam.

Date of hearing : 29.03.2016
Date of Judgment : 29.03.2016

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 No. 1 is a farmer who has been engaged in a pig rearing by a profession and his a permanent resident of Melthum and the Defendant No. 2 is doing Primary Teacher and she is residing at Mission Veng, Aizawl and she stood a guarantor of the Defendant No. 1.

4.The Defendant No. 1 had approached the Plaintiff and applied for Agriculture term loan amounting to Rs.3,00,000(Rupees three lakhs) only on 27.07.2006.

5.The Plaintiff had carefully examined all the documents submitted by the defendant No.1 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.3,00,000/- to the Defendant No.1.

7.The Plaintiff and the Defendant No.1 had executed Hypothecation Agreement dated 08.08.2006 and Defendant No. 2 also executed the deed of guarantee on dated 08.08.2006. The Defendants put and subscribed signatures on the loan agreement. As per the said agreement of loan, the Defendant No.1 shall repay the loan in 6 instalments @ Rs. 50,000/- per instalment with interest @ 10.75% shall commence as soon as the loan amount was granted and disbursed. For this loan, the Defendant No.1 mortgaged LSC No. 104602/01/236 of 2005.

8. The Plaintiff, thereafter disbursed the loan sum amounting to **Rs.3,00,000/-** to the Defendant No.1 on 12.10.2006 and 7.11.2006 through Account No.30084116403 by means of debit transfer.

9.After the disbursement of the said loan, the Plaintiff had been reviewing the performance of the loan account and observed that the Defendant No.1 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 No.1 on various dates and written reminder also given to them on 18.8.2010 and 21.1.2012 against Defendants. However, the Defendants failed to repay the loan. This resulted into irregular accrued amount of Rs.1,68,536/- as on 23.05.2011 and the balance from the record is Rs.3,00,000/-. Therefore, the total outstanding dues till date 8.10.2014 was Rs.4,68,536/- plus an interest as agreed upon

10. In spite of persistent efforts of the Plaintiff to get back the loan money borrowed by the Defendants, no payment had been made by the Defendants till date. The Defendants had executed revival letter on 19.1.2013 on the Hypothecation Agreement.

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

12. The cause of action arose when the Defendants availed loan amounting to Rs.3,00,000/- from the Plaintiff on 12.10.2006 and the cause of action again arose when the Defendant No. 1 had irregularities on repayment of the loan on 23.05.2011 and the execution of revival letter on 19.1.2013 of Hypothecation Agreement of the articles of agreement. The cause of action further arose when the Defendants acknowledged their debts to the Plaintiff for non repayment of the loan. The cause of action still survives.

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

14. The instant suit is valued at Rs.4,68,536/-and the court fees amounting to Rs.7,186/- has been submitted alongwith the plaint.

15. The Plaintiff claimed the following reliefs:-

- (a) A decree in favour of the Plaintiff and against the Defendants.
- (b) A decree directing the Defendants to pay the Plaintiff the total outstanding dues amounting to Rs.4,68,536/- with interest at a rate of Rs 14.75% 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.

16. On the other hand, the Defendant No.1 submitted written statement as follows:-

He kapawisapuk ah hiankarulmumallohavangin in ngaihdamnakadilhmasa a ni.

He pawisakanlakhmalawkhian Accident katawk a, kanakruhlehda a tliak a, hmakanlaktheihhma in contractor pakhat in a hnahmuhthawkhotur in mi rawndawrtakreng ah chuan a hnaatanchuankahlan ta a, marawhchuthla tam a liamhma in a hnachu a takni lo in min lo bum tihkahrechhuak ,kan in dil let leh pawn engmah a lo neitawhsi lo a. PuBiakzama Court ah pawhkathehlut a, tihvakngaihna a awm ta lo a, katheihangtawktaw in karulve a, a tam a rulhngaihna a awmsi lo a nitin a inhlawhfa tan chuan, kafanu in a in hmuntetiralmailang a ti a, kantihralvelehkarawnrulngeiangeche u. Tihngaihna dang kahrengangsi lo a, hemi hi khawngaih taka min lo nghakturin I khawngaihnakanhangen e.(I try to my level best in repayment of my loan dues. Unfortunately, soon before I took the loan, I met with road accident in which I got injury of broken ribs due to this I was unable to repay the loan regularly. I therefore, prayed the Court to consider my fate sympathetically. My daughter was planning to sell the land belonging to her for repayment of my loan dues.)

17. The Defendant No.1 appeared in person in Court and orally stated to the Court that the loan was applied in his name in which he mortgaged a land belonging to him as a security for his loan.

18. I have heard the Ld.Counsel Mr.T.J.Lalnuntluanga on behalf of the Plaintiff who submits that since the Defendants No.1 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 No.1. I have also heard the Defendants No.1 in person who both submitted that the Court may be kind enough to pass a lenient order for his repayment of the loan.

19. Perusal of the hand written statement of the Defendants No.1 indicate 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.

20. In the instant suit, there were 2 (two) Defendants represented by themselves. The said two defendants not only represented themselves, but also claimed the liability of the loan and also took responsibility to repay the loan by defendants No.1. 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 No.1 namely Mr.H.Zosiamia S/o Lalringa (L) R/o H.No.134, Melthum, Mizoram shall repay the amount 4,68,536/- 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 No.1 is hereby allowed to waive the interest and is therefore, need not to pay the interest mentioned in the loan agreement executed and signed by him 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 29th day of March, 2016.

Sd/-R.VANLALENA

Senior Civil Judge-II
Aizawl District, Aizawl.

Memo.No.....Sr.CJ-II/A/2016 :Dated Aizawl, the 12th 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.Lalnuntluang, Advocate.
3. ShriZosiamia S/o Lalringa (L) R/o H.No. -134, Melthum, Mizoram.
4. Smt. Laldingliana R/o M-V-165, Mission Veng, Aizawl.
5. Judicial Section.
6. Case Record.
7. Guard File.

PESHKAR