

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

**Civil Suit No. 2 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. S.Pradhan&ors, Advocates.

For the Defendants : Mr. F.Lalengliana&Ors, Advocate.

**O R D E R**

Mr. S.Pradhan, Ld. Counsel for the Plaintiff present. On the other hand, Mr.F.Lalenglaina, Ld. Counsel for the Defendant – INDUSIND BANK LTD (CFD) is present.

Today is fixed for hearing on the point of maintainability of the instant Civil Suit No. 2 of 2015.

I heard Mr.S.Pradhan, Ld. Counsel for the Plaintiff who submits that the Plaintiff had availed loan from the Defendant- INDUSIND BANK LTD (CFD) and purchased a TATA Truck bearing Registration No. MZ-01-J/0722. In due course of time, the Plaintiff could not repay the loan as per the terms and conditions made in the loan Agreement letter. As a result of which, the Defendant INDUSIND BANK LTD (CFD) without following due process of absoltlyrestrained the Plaintiff from engaging and running the vehicle and thereby caused huge loss to the Plaintiff. The action of the Defendant is totally in violation of the terms and conditions entered in the loan agreement. As such, the Ld. Counsel prayed the Court to

declare the Agreement made between the Plaintiff and the Defendant as null and void.

On the other hand, Mr.F.Lalenglana, Ld. Counsel for the Defendant submits that the INDUSIND BANK LTD (CFD) is taking action against the Plaintiff as per the terms and conditions made in the loan agreement between the Plaintiff and the Defendant. Consequent upon failure on the part of the Plaintiff to repay the loan as agreed upon thereby declaring him as loan defaulter. In case, any dispute arises, the matter is to be placed before an Arbitrator as per the arbitration clause made in the loan agreement. Hence, the Defendant has rightly gone on the right steps as per terms and condition of loan agreement.

I have heard both parties. I have also considered their respective submissions. I have also perused documents available on record.

This Court has come to a conclusion to opine that this Court has no jurisdiction to entertain and further to maintain the suit by reasons of clear terms and conditions made in the loan agreement. However, this Court is considered view that the Defendant has to follow due process of law in dealing with loan defaulters.

With the above observation and conclusion, the instant suit is dismissed on the ground that this Court has no jurisdiction to interfere in the clear terms and conditions of the loan agreement made by the parties and the case stands disposed of without cost.

Give copy of this order to both parties.

Sd/- R.VANLALENA  
Senior Civil Judge-II,  
Aizawl District, Aizawl.

Memo No./SCJ-II/2016 : Dated Aizawl, the 8<sup>th</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.S.Pradhan&Ors.
3. Indusind Bank Ltd. (CFD)Represented by the Legal ExecutiveZarkawt, Aizawl through Ld. Counsel Mr.F.Lalenglina&Ors.
4. Judicial Section.
5. Guard file.
6. Case record.

P E S H K E R