

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

Money suit No.164 of 2015

1.State Bank of India,
Aizawl Branch,
Represented by Asst. General Manager,
Aizawl Branch, Aizawl.

..... Plaintiff

-Versus-

Mr. Ramfangzauva
S/o Mrs.R.Thanhliri
R/o F-23, Chanmari,
Near Baptist House, Aizawl

..... Defendant

BEFORE

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

Appearance:

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

Date of hearing :Dt.17.05.2016.

Date of Judgment :Dt.17.05.2016.

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 Aizawl Branch, Aizawl headed by the Asst. General Manager.

3.The Defendant is a business man doing business of renting cars and he a permanent resident of Chanmari, Aizawl who had approached the Plaintiff and applied for SBI SME Collateral Free Loan(SBICFL) for purchasing Mahindra Bollero ZLX to be used as rental car in and around Aizawl amounting to Rs. 5,48,000/- on 17.08.2012 by informing his moveable properties Maruti Ritz valued at Rs.4,50,000/- and T.V., Fridge., computer valued at Rs. 75,000/- 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 Collateral Free Loan of Rs.5,48,000/- to the Defendant on 22.09.2012 with interest at a rate of 13.05% 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 48 months by instalment of Rs.15,000/- per month commencing from October, 2012. Defendant agreed the terms and conditions laid down by the plaintiff and thereafter the defendant executed agreement of letter of arrangement on 22.09.2011.

5. The Plaintiff, thereafter disbursed the loan sum amounting to **Rs.5,45,000/-** to the Defendant on dt. 22.09.2012 by making banker cheque No. 32559777766 dated 22.09.2012 for Rs.5,45,000/- 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 19.08.2013, 13.12.2014 and 07.08.2015 to regularised the loan account. However, the Defendant failed to repay the loan. This resulted into irregular accrued amount of Rs.64,434 /-as on 30.06.2012 and the balance from the record is 3,70,654/-. Therefore, the total outstanding dues till date 30.06.2012 was Rs.4,35,088/- 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 Defendants 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.

9. The cause of action arose when the Defendants availed loan amounting to Rs.5,48,000/-from the Plaintiff on 22.09.2012 and the cause of action again arose had irregularities on repayment of the loan on 30.06.2012 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 their 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.4,35,088/-and the court fees amounting to Rs.7,186/- 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.4,35,088/- with interest @ 13.05% 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 her hand written statement stating as follows:

State Bank of India, Aizawl Branch atangin Loan (Collateral Free Loan) Rs,5,48,000/- chu date 22.09.2012 khan ka la a, he ta tang hian engemaw zat ka rul tawh a, amaherawh chu Motor accident ka tawh avangin hna ka thawk thei ta lova, ka loan lak pawh duh angina ka rul tha thei tawh lova ni, Chuvang chuan tuna ka loan rulh tur la awm hi a rulh hun chhung min pawhsei sak a, tlem tlem a ka rulh theihna turin min siamrem sak theih chuan ka lawm em em ang. Tin, ka bank loan interest hi a tam tawh si a, khawngaih taka a pung hi min tih hniam sak theih chuan ka lawm em em ang. (I took Collateral Free Loan amounting to Rs.5,48,000/- (Rupees five lakhs, forty eighty thousand only) from State Bank of India, Aizawl Branch, Aizawl on 22.09.2012. I repaid some amount out of it. However, as my vehicle/car for the purchase of which I took the loan met with an accident, as a result of this I could no more repay the loan. Therefore I pray the Court to grant me sufficient times for repayment of the loan dues and I would be very obliged if I was granted sufficient time for repayment and further pray that the amount of interest may be reduced.

16. 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 through his mother who submitted that her son could not repay the loan amount as he was unable to earn income due the fact that the car he had purchased had met with an accident.

17. 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, Aizawl 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.

21. 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 Ramfangzauva S/o Mrs.R.Thanhliri, R/o F-23, Chanmari, Aizawl shall repay the remaining loan dues i,e Rs.4,35,088/-(Rupees four Lakhs, thirty five thousand and eighty eight) only without further interest within a period of one year counting from the month of May, 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 17th day of May,2016.

Sd/-**R.VANLALENA**

Senior Civil Judge-II
Aizawl District, Aizawl.

Memo.No.....Sr.CJ-II/A/2016 : Dated Aizawl, the 17th May, 2016.

Copy to:-

1. The District & Sessions Judge, Aizawl Judicial District, Mizoram,Aizawl.
2. Asst. General Manager, State Bank of India, Aizawl Branch, Aizawl C/o Mr.TJ.Lalnuntluang, Advocate.
3. Ramfangzauva S/o Mrs. R.Thanhliri, F-23, Chanmari, Near Baptist House, Aizawl.
4. Judicial Section.
5. Case Record.
6. Guard File.

PESHKAR