

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

**Money suit No.100 of 2014**

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

..... Plaintiff

-Versus-

1. Smt.Vanropari  
W/o C.Ramdinthara (L)  
BungkawnVengthar, Aizawl.
2. Lalhlupuii  
Proprietor, Thani Enterprise  
Mission Veng, Aizawl.

..... Defendants

**BEFORE**

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

Appearance:

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

Date of hearing :Dt.05.05.2016.  
Date of Judgment :Dt.05.05.2016.

**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 Mission Veng, Aizawl headed by the Chief Manager.

3.The Defendant No.1 had approached the Plaintiff and applied for PMRY loan for a programme year of 2007 – 2008 on 13.6.2007 for a sum of Rs.2,00,000/- by submitting quotation from Thani Enterprise Hardware Store, Mission Veng Bazar retail invoice TIN No.15120280073.

4.The Plaintiff had carefully examined all the documents submitted by the defendants 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.1,75,000/- to the Defendant No.1 on 30.5.2008 with interest at a rate of 12.25.% per annum subject to revision of the rate of interest from time to time as per the direction of Reserve Bank of India. Defendant No.1 agreed the terms and conditions laid down by the plaintiff and thereafter the defendant No. 1 executed agreement of composite loan agreement for SSI/SB/AGL activities under the Prime Minister RozgarYojana for providing self-employment of educated unemployed youth.

5. The Plaintiff, thereafter disbursed the loan sum amounting to **Rs.1,75,000/-** to the Defendant No.1 on dt.30.05.2008 by making banker cheque No. 758940 dated 24.06.2008 for Rs.1,72,500/- and the same was received by defendant No.2 in favour of the defendant No. 1 on 30.05.2008 and 24.06.2008.

6. 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 on various dates and written reminder also given to defendant No.1 on 16.09.2009, 02.08.2010 and 28.02.2011 to regularised the loan account. However, the Defendants failed to repay the loan. This resulted into irregular accrued amount of Rs.1,56,536/-as on 19.03.2011 and the balance from the record is 1,75,000/-. Therefore, the total outstanding dues till date 20.09.2014 was Rs.3,31,536/- 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 Defendants till date. The Defendant no.1 had executed revival letter on 30.05.2011 and 19.11.2012 on the composite loan agreement. As such the cause of action is still surviving and the instant money suit is filed within the period of limitation.

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 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.

9. The cause of action arose when the Defendants availed loan amounting to Rs.1,75,000/-from the Plaintiff on 30.05.2008 and the cause of action again arose had irregularities on repayment of the loan on 19.03.2011 and the execution of revival letter on 30.05.2011 and 19.11.2012 of composite loan 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.

10. The Plaintiff and the Defendants 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.3,31,536/-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 Defendants.
- (b) A decree directing the Defendants to pay the Plaintiff of the total outstanding dues amounting to Rs.3,31,536/- with interest @ 12.25% 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 no.1 submitted her hand written statement stating as follows:

PMRY loan kalak hi a vaiin Rs.2,00,000/- atangin Rs.1,72,500/- ka la a, Rs.2,7500/- hi bank ah kan account ah min deposit sak a, he kapawisalak hi chiahpuamah khan ka lo dah tang a, chutianganihavangchuankarulthei ta lo va, rultheihngeipawhka duh thin. Chuvangchuan he kakohna Case No. M.S. 100/2014 hmuinkarulhtheihlohchhanka lo hriattirche a ni e. tunahhian Rs.1,72,500/- ka la bangei a ni. ( I took PMRY loan from the plaintiff for the sum of Rs. 1,72,500/- out of Rs.2,00,000/-. Remaining balance amounting to Rs.2,7500/- was deposited in my account. The loan amount I took was deposited by me in Chiahpuam. As I could not withdraw the amount from Chiahpuam, I have defaulted in repayment of my loan account. Consequently I was summoned to appear in court in connection with M.S.No. 100/2014 by which I informed the Court that I could not repay my loan till today. I do admit that at present I have to repay to Rs.1,72,500/- to the plaintiff.)

14. I have heard the Ld.Counsel Mr.TJ.Lalnuntluanga on behalf of the Plaintiff who submits that since the Defendant 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 Defendant No.1. I have also heard the Defendant No.1 in person who submitted that she could not repay the loan amount as she was unable to withdraw the amount she deposited in Chiahpuam. She informed the Court that she was in debt of Rs.1,72,500/- to the plaintiff.

15. Perusal of the hand written statement of the Defendant No.1 indicated that she does not deny the fact of her 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 No.1 namely Mrs.Vanropari W/o C.Ramdinthara (L) R/o BungkawnVengthar, Aizawl shall repay the principal loan amount i,e Rs.2,00,000/-(Rupees Two Lakhs) only 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 5<sup>th</sup> day of May,2016.

**Sd/-R.VANLALENA**

Aizawl District, Aizawl.

Senior Civil Judge-II

Memo.No.....Sr.CJ-II/A/2016 : Dated Aizawl, the 5<sup>th</sup> May, 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. Smt.VanropariW/oC.Ramdinthara (L) BungkawnVengthar, Aizawl.
4. Lalhlupuii, Proprietor, Thani Enterprise, Mission Veng, Aizawl.
5. Judicial Section.
6. Case Record.
7. Guard File.

PESHKAR