

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

Money Suit No.222 of 2014

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

.....Plaintiff.

Versus-

1. Smt.Lalthluaii,  
W/o C.Vanlalaauva  
Venghnuai, Aizawl.
2. Ngurpari  
Venghnuai, Aizawl

.....Defendants.

**BEFORE**

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

Appearance:

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

Date of hearing :Dt.27.05.2016.

Date of Judgment :Dt.27.05.2016.

**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 is doing business engaging activities of trading in readymade garments by a profession and is a permanent resident of Venghnuai, Aizawl and the Defendant No. 2 is also businessman by a profession and is residing at Venghnuai, Aizawl and stood a guarantor of the Defendant No. 1.

4.The Defendant No. 1 had approached the Plaintiff and applied for Cash Credit Loan amounting to Rs.4,00,000(Rupees four lakhs) only on 02.11.2005. The defendant informed the plaintiff that she has landed property at Venghnuai, Aizawl covered under LSC No. 104704/01/456 of 2003 valued at Rs.3,00,000/- and immovable properties valued at Rs.5,10,000/-. She also submitted that the defendant no. 2 had a landed property at Venghnuai, Aizawl covered under LSC No.104602/01/412 of 2003 and LSC No.104704/01/601 of 2005 valued at Rs.5,50,000/- and immovable properties valued at Rs.9,65,191.30/-.. Moreover the defendant No.1 offered her landed property covered under LSC No. 104704/01/456 of 2003 as security for the loan.

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 on 10.11.2005 amounting to Rs.4,00,000/- to the Defendant No.1 with interest @ Rs.10.25% per annum subject to revision of it as per direction from Reserve Bank of India.

6.The Plaintiff and the Defendant No.1 had executed Hypothecation Agreement dated 12.05.2005 and letter of consideration dated 12.011.2005. Thereafter the plaintiff bank had sanctioned the loan amount of Rs.4,00,000/- to the defendant no. 1 to repaid for the period of 12 months commencing from after 12 months of disbursement of the loan with interest as mentioned in para 5 of the plaint.

7. The Plaintiff, thereafter disbursed the loan sum amounting to **Rs.4,00,000/-** to the Defendant No.1 on 2.11.2005by making cheques and by withdrawing from account No. 10665691655.

8. 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 on 25.2.2009, 20.2.2010, 27.1.2012 and 12.10.2013. However, the Defendants failed to repay the loan. This resulted into irregular accrued amount of Rs.3,79,760.49/- as on 18.2.2011 and the balance from the record is Rs.3,47,931.29/-. Therefore, the total outstanding dues till date 18.2.2011 was Rs.7,27,691.78/- plus an interest as agreed upon.

9. 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 7.10.2008 and 10.3.2012 on the Agreement for term loan for Cash Credit Loan Scheme.

10. 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.

11. The cause of action arose when the Defendants availed loan amounting to Rs.4,00,000/-from the Plaintiff on 10.11.2005 and the cause of action again arose when the Defendant No. 1 had irregularities on repayment of the loan on

18.2.2011 and the execution of revival letter on 7.10.2008 and 10.3.2012 of Agreement of term loan for Cash Credit Loan Scheme and when the defendants acknowledge their debts. 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.7,27,691.78/- and the court fees amounting to Rs.10,601/- has been submitted along with the plaint as per the provision of the Court fees (Mizoram Amendment) Act, 1995.

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.7,27,691.78/- 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:-

SBI Mission Veng branch in min puhna hi ka pha lova, loan nuaili (4 lacs) hi kan la ngei a, mahse kan sumdawna a kal tluang thei rih lova, kan tum angina kan rul tha thei lova, a theih ang angin sum hi kan la ngaihtuah ve zel a, kan theih veleh ruh ngei ngei chu ka duh a. ( The allegation against me by SBI, Missin Veng Branch is not denied by me. I did take loan amounting to Rs.4,00,000/- from the plaintiff. I could not repay the said loan as per the desire the plaintiff. I really want to repay the loan.)

17. 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 both submitted that the Court may be kind enough to pass a lenient order for her repayment of the loan.

18. Perusal of the hand written statement of the Defendant No.1 indicates 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.*

19. 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 defendant 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 Smt.Lalthluaii shall repay the amount 7,27,691.78/-(Rupees seven lakhs twenty seven thousand six hundred ninety one and seventy eight paise) 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 27<sup>th</sup> day of May, 2016.

**Sd/-R.VANLALENA**

Senior Civil Judge-II  
Aizawl District, Aizawl.

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.Lalthluaii, W/o C.Vanlalaauva, Venghnuai, Aizawl
4. Ngurpari, Venghnuai, Aizawl Phone No. 9436155672/ 0389-2317534.
5. Judicial Section.
6. Case Record.
7. Guard File.

PESHKAR

**TABLE OF INDEX**

1. Exhibit P-1 is photo copy of application form for loan submitted by the defendants.
2. Exhibit P-2 Bio-data of Guarantor/Borrower.
3. Exhibit P-3 is photo copy of Bio-data of Guarantor/Borrower.
4. Exhibit P-4 is photo copy of sanction order.
5. Exhibit P-5 is photo copy of Hypothecation and guarantee.
6. Exhibit P-6 is photo copy of Agreement by State Bank of India.
7. Exhibit P-7 is photo copy of stipulations and covenants. .
8. Exhibit P-8 is photo copy of statement of account.
9. Exhibit P-9 is photo copy of notice to defendant no.1.
10. Exhibit P-10 is photo copy final notice.
11. Exhibit P-11 is photo copy show cause notice for publication of photo of defendant no. 1 in newspaper.
12. Exhibit P-12 is photo copy of notice regarding irregular repayment.
13. Exhibit P-13 is photo copy of revival letter.
14. Exhibit P-14 is photo copy of revival letter.

The defendants produced no documents.