

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

Money Suit No.243 of 2015

Mrs.AnnMarhlupuii
D/o.P.E.Chhing
R/o.Bungkawn West, Aizawl.

.....Plaintiff

Versus-

Mr.F.Lalringa
S/o.Thangtuala(L)
R/o.Tuikhuahtlang, Aizawl.

....Defendant.

BEFORE

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

Appearance.

For Plaintiff	:Mr.FrancisVanlalzuala Advocate & Others.
For Defendant	:Mr.F.Lalringa.

Date of Hearing	: Dt.10.05.2016.
Date of Judgment	: Dt.30.05.2016

JUDGMENT AND ORDER

The facts of the case leading to the filing of the present money suit as reflected in the plaint may be stated as follows:-

1.The Plaintiff Mrs.AnnMarhlupuii is a permanent resident of Zemabawk, Aizawl. She was approached by the Defendant-Mr.F.Lalringa asking her for a loan amounting to Rs.4,00,000/-(Rupees four lakhs) meant for further studies of his daughter as he could not obtain loan from bank at that time promising her to repay the loan within a month.

2.The Plaintiff, understanding the problems faced by the Defendant, agreed to let the Defendant borrow sum of Rs.4,00,000/-(Rupees four lakhs). However, the Plaintiff insisted the Defendant to put Land Settlement Certificate(LSC in short) for security of the loan.

3.The Defendant accordingly mortgaged original copy of LSC No.556 of 1999 to the Plaintiff for borrowing Rs.4,00,000/-(Rupees four lakhs) from her for which the Defendant and the Plaintiff executed a letter titled "PAWISA INPUKNA" on

12.05.2014 in presence of two witnesses namely Ms.Lalthangmawii and Mr.Vanhnuaitanga.

4. However, the Defendant failed to repay his loan to the Plaintiff even after lapsed of stipulated time i.e.30.06.2014. When the Plaintiff informed the Defendant to repay the loan, the Defendant told her that he will repay the loan soon and at the same time he begged for more time for repayment. Contrary to the mutual understanding, the Defendant still failed to repay the loan.

5.Finding no other alternatives, the Plaintiff approached the Land Revenue &Settlement Department, Aizawl to enquire as to the validity of the said LSC which the Defendant had mortgaged as loan security, the Department authority told her that the copy of the said LSC in question was a fake one, and there was no actual land as demarcated in the LSC. As the copy of LSC mortgaged was a fake one and as it has no land existence, the Plaintiff was compelled to approach the Court for redressal of her grievances.

6.The cause of action for the suit arose when the Defendant took sum of money of loan amounting to Rs.4,00,000/-(Rupees four lakhs) from the Plaintiff on 12.04.2014. with interest at a rate of Rs.12% per annum and it continues till the entire amount is repaid in full.

7.For the purpose of court fees and pecuniary jurisdiction, the suit is valued at Rs. 4,00,000/-(Rupees four lakhs). Since the parties both are residents of Aizawl city, this Court has territorial jurisdiction and pecuniary limit is within this court's jurisdiction.

8.The present suit has been filed within time and is not barred by limitation. The Plaintiff being a house tax payee resident of Mizoram, she has to deposit court fees of Rs,5,000/-and the same had been duly deposited.

9.The Plaintiff claimed the following reliefs:-

(a).A decree be passed ordering the Defendant to repay the loan dues amounting to Rs.4,00,000/-(Rupees four lakhs) to the Plaintiff.

(b).Let a decree be passed ordering the Defendant to pay the interest at a rate of Rs.12% per annum with effect from 12.04.2014 till the entire amount is paid to the Plaintiff.

(c).Let the cost of the suit i.e, Pleaders' fees, court fees and all other expenses to be incurred for realization of the loan dues be decreed in favour of the Plaintiff.

(d).By way of permanent and mandatory injunction, the Defendant be restrained from disposing of his properties.

(e).Any other reliefs as the Court may deems fit and proper according to justice, equity and good conscience.

10.On the other hand, the Defendant namely Mr.F.Lalringa submitted his written statement stating as follows:-

I lehkha no.& date a chungakarawntarlananghian Pi Anne Marhlupuiipawisaka bat chungchangahkaintiamnaangakarulhtheihlohchhan a hnuaikarawntarlanatete hi khawngaihtakin min lo ensaka,kadilna hi min phalsakturinkangen a ni.

Pi Anne Marhlupuiipawisakapukzawngzawnglehka pension pawisa a hlawmakalakzawngzawngchengnuaihawmhni (20 lakhs) kenginKarimganjbula International Market ah bungruahralhlehhawntur la turinkanupui, kafapaupaberlehkannautlangvalTluanga(L) tenenkankal a. Karimganj-a kathianpaChoudhurikutatanganuai 20 ka la, kathlenna Hotel(AHAR AHELI) panaka haw lam chumisualinkanpawisanuaih 20 chu a suitcase chawpin min chhuhsakvek a. Karimganj Police Station ah FIR kathehlutngal a, vawiinnithlengin case hi a la fel lo a ni. Dt.24.11.2014 ah leh Dt.30.12.2015 ah te khan Karimganj S.P Office ah kohkani .(KarimganjhmunarawkkannihdanKarimganj Newspaper Xerox copy lehKarimganj S.P office in Aizawl P.S kaltlanga min kohna Xerox copy 2 karawnthiltel e).

11. A chungakaziakanghianvanduainakantawhtakavangin Pi Anne Marhlupuiipawisakapukkaintiamanginkarultheita lova, karultheihhunhunalak let lehturinLungleiZotlangaka In hmun LSC No.556 of 1999chu Pi Anne Marhlupuiikutahkum 2015 kumtirlamahkahlan.

12. Karimganj-a min rawktu Police Constable No.ABC/171 Islam Shah Karimganj S.P Office -a mi chu man tawh a ni a. A kutatanghianpawisapawhengemawzahchuKarimganj Police ten an hmukirtawhniinKarimganj DSP(Hqrs) in min hrih, amaherawhchuKarimganj DC Court a Addl Chief Judicial Magistrate kutah a luhtawhavangin case a felhmachu min pechhuakthei lo ani.

13.KainnghahnaberKarimganj-a kan case a felmaitheihlohavanginthlatinaka pension hlawh Rs.14,152/-atangin a hnuaiamianghian Pi Anne Marhlupuiikapetawhbawka ni.

(1).Dt.08.04.2015-----	Rs.14,000.00
(2).Dt.29.05.2015-----	Rs.14,000.00
(3).Dt.01.07.2015-----	Rs.14,000.00
(4).Dt.31.07.2015-----	<u>Rs.14,000.00</u>
Total-	Rs.56,000.00

(Rupees fifty six thousand)only.

14.Pi Anne Marhlupuiipawisaka bat hi peklohemaw bat ralsakemawka tum lohziachu a chungakarawnsawiatanghian min hriatsak la ka duh takzet a, ka pension hlawhtlemte Rs.14,152/- chauh hi kanchhungkuapuitlinghlirpakuainkanei/rin a ni a; chuvangin dt.01.08.2015 ah kah 'kahlawhpumpui hi chu min laksaktawhlovin a zatve Rs.7,000/- talchukanupuifanautechawm nan kachangvetawhange' katia,mahse Pi Anne Marhlupuiihian a duh tlatsilohavanginka pension hlawhatanganakaninpek thin chu a lo tawpleh ta a ni.

15. Ka pension hlawhchauh hi kanchhungkuainkanrin a nia.Ukillaknatur sum pawhkaneilova, khawngaihtakinkaharsatnatawhdante, pek/rulhka tum hramhramdante i hmaah min sawisakveturinUkil, miretheitetanasorkarin a thlawnin a rawhsaktheitihka lo hria a, chutiangchukarawihvetheihnanhun/chance min peturin i khawngaihna sang berkarawnngeani.

(The written statement of the Defendant submitted in mizo language may be summarised as follows:-The Defendant admitted that he was in debt of the loan amount he had taken from the Plaintiff and further admitted that he however, could not repay the loan as he had promised. He, his wife and his eldest son

went to Karimganj taking along with them all the amount of his pension money and the amount of loan he had taken from the Plaintiff (altogether 20 lakhs rupees) to purchase certain goods items from International Market at Karimganj for further sale in Mizoram. Unfortunately he was robbed at Karimganj and thus lost all his moneys. Being felt regretful for non-repayment, he had handed over his LSC No.556 of 1999 to the Plaintiff to be redeemed as soon as he could repay the loan amount. He further stated that out of the total loan amount, he had repaid Rs.56,000/- to the Plaintiff on various dates. He added that at present, he has a monthly pension of Rs.14,152/- after his retirement from government service and this is the only source of income his family is depending upon, therefore he prayed the court to take a lenient view on his case. Perusal of the written statement of the Defendant revealed that he obviously admitted the loan dues but could not repay it as per his promise. In the present statement, the court finds that the Defendant fairly made admission of the facts of the case and his liability to repay the same.

16. As the Defendant had fairly made admission, this Court has is not required to proceed further as per the provision contained under Order 12, Rule 6 of the Code of Civil Procedure, 1908 which read 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.

17. 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.

18. By virtue of the above mentioned citation and also by virtue of the provisions contained under Order 12, Rule 6 of the Code of Civil Procedure, 1908, and further basing upon the admission made, this Court, therefore, passed an order as follows:-

ORDER.

(1).The Defendant Mr.F.Lalringa, resident of Tuikhuahtlang, Aizawl shall repay his remaining loan dues amounting to Rs.3,44,000/- to the Plaintiff by equated monthly instalment of Rs.10,000/-(Rupees ten thousand) without any

interest with effect from the month of June,2016 until full realisation of the amount aforementioned.

(2) The Chief Manager, Dawrpui Branch, State Bank of India shall deduct the aforementioned amount of Rs.10,000/- (Rupees ten thousand) from the account No. 10276787394 belonging to Mr.F.Lalringa every month and shall disburse the deducted amount to Smt. Anne Marhlupuii being the amount for repayment of his dues.

(3).He shall also pay Rs.5,000/- to the Plaintiff as cost of the suit.

Draw decree accordingly.

Sd/-**R.VANLALENA**

Senior Civil Judge-II
Aizawl, Mizoram.

Memo.No.....Sr.CJ-II/A/2016 : Dated Aizawl, the 30th May, 2016.

Copy to:-

1. The District & Sessions Judge, Aizawl Judicial District, Mizoram,Aizawl.
2. The Chief Manager, State Bank of India, Dawrpui Branch for information and necessary action.
3. Mrs.AnneMarhlupuii, D/o.P.E.Chhinga, R/o.Bungkawn West, Aizawl through her Ld. Counsel Mr.FranicisVanlalzuala.
4. Mr.F.Lalringa, S/o.Thangtuala(L)R/o.Tuikhuahtlang, Aizawl.
5. Judicial Section.
6. Case Record.
7. Guard File.

PESHKAR