

**IN THE COURT OF SENIOR CIVIL JUDGE- 1
AIZAWL DISTRICT: AIZAWL, MIZORAM**

TITLE SUIT NO. 18 OF 2011

Plaintiff:

State Bank of India
Mission Veng Branch- Aizawl
Represented by its Chief Manager

By Advocate's : Mr. M.M. Ali

Versus

Defendants:

1. Smt. Lawiziki
W/o Lalchhunga
H. No. C/44
Saikhamakawn, Aizawl

2. Mr. Lalchhunga
S/o F. Hranghnuna (L)
H. No. C/44
Saikhamakawn, Aizawl

By Advocates :

Date of hearing : 13-12-2011

Date of Judgment & Order : 13-12-2011

BEFORE

Dr. H.T.C. LALRINCHHANA, Sr. CJ- 1

JUDGMENT & ORDER

This is a suit for foreclosure and sale of the mortgaged landed properties under LSC No. Azl. 1897 of 1990 belonging to the defendant no. 2 and also a preliminary decree for payment of loan amount at Rs. 3,89,332/- (Rupees three lakhs, eighty nine thousand, three hundred and thirty two) with interest rate at 11.75% with effect from 24-03-2011 till realization meant to redemption of the mortgaged property. The plaintiff constituted under the State Bank of India Act, 1955 carrying business under the Banking Regulation Act, 1949 sanctioned secured loan amounting to Rs. 2,50,000/- to the defendant no. 1 by mortgaging LSC No. Azl. 1897 of 1990 belonging to the defendant no. 2 with an interest rate at 11.75% per annum by executing agreement on 11th Nov., 2005. The defendant no. 2 also mortgaged the said landed property for the same. Since

the defendant no.1 breach the agreement for repayment of the said amount. The instant suit had arisen. The advolorem court fees at Rs. 6400/- is also paid by the plaintiff.

The defendant No.1 also present the court on 13/12/2011, she stated that they admitted the averments and submissions in the plaint and the defendant no. 2 is her husband. No written statement is made by the defendants and admitted in toto of the averments and allegations made in the plaint. So is the admissions and no issues had arisen in the suit, by virtue of O. XII, R. 6 of the CPC, It is adjudicated that the liability of the defendant no. 1 due to the plaintiff is Rs. 3,89,332/- (Rupees three lakhs, eighty nine thousand, three hundred and thirty two) with interest rate at 11.75% with effect from 24-03-2011 till realization.

By taking reliance in the case of **Kumar Sudhendu Narain Deb vs Mrs. Renuka Biswas And Ors** decided on 13 November, 1991 and reported in 1992 AIR 385, 1991 SCR Supl. (2) 233, preliminary decree in the following terms is granted/awarded that due to the plaintiff on his mortgage mentioned in the plaint calculated up to 23.03.2011 is the sum of Rs. 3,89,332/- (Rupees three lakhs, eighty nine thousand, three hundred and thirty two) with interest rate at 11.75% with effect from 24-03-2011 till realization, the sum of Rs. 5000/- for costs, charges and expenses (other than the costs of the suit) properly incurred by the plaintiff in respect of the mortgage-security, together with interest thereon, and the sum of Rs. 13,400/- (Rs. 6,400/- for court fees stamp + Rs. 7,000/- for Pleader's fee) for the costs of this suit awarded to the plaintiff plus 11.75% interest per annum to be reckoned from 24.3.2011 with the said costs of the suit. And it is hereby ordered and decreed that the defendants do pay into Court on or before for 29th day of Feb., 2012 or any later date up to which time for payment may be extended by the Court of the said sum plus 11.75% interest per annum to be reckoned from 24.3.2011 till realization

To epitomize, if the defendant remains fail to make repayment of the above accrued amount on or before 29th February, 2012, the said mortgage landed property will be liable to foreclosure and sale as final decree.

Parties also have a right to approach the court when changes of the circumstances and situations occur even during the above stipulated period. Preliminary decree shall be drawn forthwith.

Give this copy along with preliminary decree to both parties.

Dr. H.T.C. LALRINCHHANA

Senior Civil Judge- 1

Aizawl District: Aizawl

Memo No. TS/18/2011, Sr. CJ (A)/

Dated Aizawl, the 13th Dec., 2011

Copy to:

1. State Bank of India, Mission Veng Branch- Aizawl Represented by its Chief Manager through Mr. M.M. Ali, Advocate
2. Smt. Lawiziki W/o Lalchhunga, H. No. C/44, Saikhamakawn, Aizawl through Mr. M.M. Ali, Advocate
3. Mr. Lalchhunga S/o F. Hranghnuna (L), H. No. C/44, Saikhamakawn, Aizawl through Mr. M.M. Ali, Advocate
4. P.A. to Hon'ble District Judge, Aizawl Judicial District- Aizawl
5. Case record

PESKAR