

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

*TITLE SUIT NO. 05 OF 2007*

*Plaintiff:*

North Eastern Development Finance  
Corporation Ltd.  
Represented by the Branch Manager  
Aizawl District: Aizawl

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

*Versus*

*Defendants:*

Mr. R. Vanlalngaihawma  
S/o R. Sanghmingthanga  
Tuikual 'A'  
Prop: Greenland Photo Processing  
Bara Bazar, Aizawl

*By Advocates* : 1. Mr. W. Sam Joseph  
2. Mr. Zochhuana  
3. Mr. Hranghmingthanga Ralte  
4. Mr. F. Lalenglina  
5. Mr. Francis Vanlalzuala

Date of arguments : 07-12-2011  
Date of Judgment & Order : 09-12-2011

**BEFORE**

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

**JUDGMENT & ORDER**

**BRIEF STORY OF THE CASE**

This is a suit for foreclosure and sale of the mortgaged properties covered by LSC No. Azl. 1002 of 1989 belonging to the defendant and also for passing a preliminary decree for payment of loan amount at Rs. 6,60,178/- (Rupees six lakhs, sixty thousand, one hundred and seventy eight) with interest rate at 15.5% per annum with effect from 01-04-2006 till realization meant to redemption of the mortgaged property. The plaintiff has been established by the Govt. of India in order to promote development of Industrial and business growth among the indigenous people of the region looking into the finances of all types of business entrepreneurs throughout

the north eastern India with its Registered Head Office at Guwahati and the Branch office at Aizawl. The defendant had approached the plaintiff for obtaining a term loan for an amount of Rs. 6 lakhs in order to bring his future prospect in business. After well defined and explained the terms and conditions to the defendant and as agreed, the defendant had executed an agreement for Rupee Term Loan for an amount of Rs. 6 lakhs and Rs. 2,50,000/- aggregating to the maximum extent of Rs. 8,50,000/- on 20.12.2000 by mortgaging the land under LSC No. Azl. 1002 of 1989. The defendant agreed to pay Rs. 30,000/- on the 1<sup>st</sup> day of the months of April, July, October and January with effect from 1<sup>st</sup> April, 2002 under the Amortisation Schedule III to the said loan agreement till loan is fully liquidated by the defendant. After execution of the agreements by the defendant and creation of the equitable mortgage by the plaintiff on deposit of the original LSC No. Azl. 1002 of 1989, the plaintiff thereafter disburse an amount of Rs. 5,73,000/- from time to time and was observing the performance of the defendant but the defendant could not make satisfactory improvement. The plaintiff has been reviewing the performance of the loan A/C and found that the defendant has failed to perform the land A/C satisfactorily as agreed in the agreement. The plaintiff remain fails to regularize the same. At the time of filing of the suit, an amount of Rs. 6,60,178/- (Rupees six lakhs, sixty thousand, one hundred and seventy eight) with interest calculated upto 31/3/2006 is lying pending in the loan A/C of the defendant. Court fees at Rs. 9,955/- is also paid by the plaintiff. The plaintiff therefore prays- (i) to pass a decree for an amount of Rs. 6,60,178/- (Rupees six lakhs, sixty thousand, one hundred and seventy eight) with interest from 1/4/2006 and pendente lite/future interest rate @ 15.5 % per annum till realization of all the amount from the defendant making him responsible to make the payment of all decretal amount; (ii) to pass a preliminary decree for foreclosure of the mortgaged property covered under the LSC No. 1002 of 1989 belonging to the defendant and to pass an order for sale of the said mortgaged landed property by way of auction and to pass necessary order/orders for adjustment of the loan A/C with the sale proceeds of the mortgaged LSC aforesaid (iii) to pass a decree directing the defendant to redeem his land covered by the LSC No. Azl. 1002 of 1989 by way of payment of Rs. 6,60,178/- (Rupees six lakhs, sixty thousand, one hundred and seventy eight) with interest from 1/4/2006 (iv) injunction and cost of the suit and (v) liberty to the plaintiff to proceed against the other properties of the defendant in case the sale proceeds of the mortgaged land covered by the LSC No. Azl. 1002 of 1989 does not satisfy the plaintiff's dues (vi) attachment of pledged/hypothecated machineries (vii) to pass such other and further order/orders in favour of the plaintiff for the end of justice.

The defendant in his written statement contended that the suit as title suit is not appropriate as it will be money suit. The suit is barred by law of limitation while the cause of action had arisen on 20<sup>th</sup> Dec., 2000. The defendant had not executed any mortgage deed or memorandum showing that the land covered under LSC No. Azl. 1002 of 1989 was mortgage deed. The same was not duly stamped or registered with the Registrar of Documents. There is no valid mortgage deed. In equitable mortgage, there

can be no foreclosure and has no right of possession. The defendant therefore prayed to dismiss of the suit.

### **ISSUES**

The following issues were framed on 12/11/2010 which were as follows-

1. Whether the suit is maintainable or not
2. Whether the suit is bad for non-joinder of necessary parties
3. Whether the suit is barred by law of limitation or not
4. Whether the suit is bad for deficiency of court fees
5. Whether the plaintiff has cause of action or not
6. Whether the plaintiff can claim title without Mortgage Deed registered under the Registration Act, 1908
7. Whether the plaintiff is entitled to the relief claimed or not. If so, to what extend

### **BRIEF ACCOUNT OF EVIDENCE**

#### For the plaintiff:

The plaintiff had produced only one witness namely- Mr. Alen Nabam S/o Nipo Nibam (Herein after referred to as PW). In his cross examination, he deposed that he is the Branch Manager of the Aizawl Branch of the North Eastern Development Finance Corporation Ltd. being well acquainted with facts of the case and authorized to file the instant suit. The defendant had approached the plaintiff for obtaining a term loan for an amount of Rs. 6 lakhs in order to bring his future prospect in business. After well defined and explained the terms and conditions to the defendant and as agreed, the defendant had executed an agreement for Rupee Term Loan for an amount of Rs. 6 lakhs and Rs. 2,50,000/- aggregating to the maximum extent of Rs. 8,50,000/- on 20.12.2000 by mortgaging the land under LSC No. Azl. 1002 of 1989. The defendant agreed to pay Rs. 30,000/- on the 1<sup>st</sup> day of the months of April, July, October and January with effect from 1<sup>st</sup> April, 2002 under the Amortisation Schedule III to the said loan agreement till loan is fully liquidated by the defendant. After execution of the agreements by the defendant and creation of the equitable mortgage by the plaintiff on deposit of the original LSC No. Azl. 1002 of 1989, the plaintiff thereafter disburse an amount of Rs. 5,73,000/- from time to time and was observing the performance of the defendant but the defendant could not make satisfactory improvement. The plaintiff has been reviewing the performance of the loan A/C and found that the defendant has failed to perform the land A/C satisfactorily as agreed in the agreement. The plaintiff remain fails to regularize the same. At the time of filing of the suit, an amount of Rs. 6,60,178/- (Rupees six lakhs, sixty thousand, one hundred and seventy eight) with interest calculated upto 31/3/2006 is lying pending in the loan A/C of the defendant. As the performances of the defendant was not satisfactory, they recalled the loan after serving demand notices upon the defendant. With the inflation of economy, the value of mortgaged/hypothecated property to this instant case depreciated on the

day to day basis since the year 2007 (from date of filing the instant suit). For which the plaintiff served a demand notice dated 13/7/2010 u/s 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 calling upon the defendant to pay an amount of Rs. 10,24,653/- within 60 days from the date of notice. On failing of the same, the plaintiff corporation took "Symbolic Possession" under section 13 (4) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with rule 8 of the said Rules, 2002 on 21/12/2010. The schedule of the property taken under possession are (i) all part and parcel of based area on the ground floor under LSC No. Azl. 214 of 1962 situated at Dawrpui, Aizawl (ii) all part and parcel of a plot of land under LSC No. Azl. 214 of 1962. Possession notice were also duly published in the two leading daily newspapers. He further deposed that the signature of the then Manager, Mr. Vanlalruata which he acquainted with appeared in each of pages of the plaint including affidavit.

Ext. P- 1 is the Loan Agreement

Ext. P-2 is the Deed of Hypothecation executed by the defendant and he has signed in each of the pages morethan once

Ext. P-3 is Equitable Mortgage duly signed by the defendant

Ext. P-4 is an Affidavit sworn by the defendant

Ext. P-5 is copy of LSC No. Azl. 1002 of 1989

Ext. P-5 (1) is the No-Objection Certificate in LSC No. Azl. 1002 of 1989

Ext. P-5 (2) is Non-Encumbrance Certificate in LSC No. Azl. 1002 of 1989

Ext. P-5 (3) is Land Valuation Certificate in LSC No. Azl. 1002 of 1989

Ext. P-5 (4) is boundary description of LSC No. Azl. 1002 of 1989

Ext. P-6 and 6 (a) are notices issued to the defendant

Ext. P-7 and 8 are a copy of newspaper publication of Possession

Ext. P- 1 to 4 were voluntarily signed by the defendant

In his cross examination, he deposed that since September, 2009, he have been posted at Aizawl. His deposition is on the basis of documents maintained by the plaintiff company. NEFI is registered under Companies Act. He denied that documents were not stamped as per Indian Stamp Act. The actual disbursement to the defendant is Rs. 5,73,000/- but did not disbursed the remaining sanctioned amount at Rs. 2,77,000/-.

In his re-examination, he deposed that they have created equitable mortgage of the landed property covered by LSC No. Azl. 1002 of 1989 belonging to the defendant.

For the defendant:

The defendant also produced only one witness namely- Mr. R. Vanlalngaihawma S/o R. Sanghmingthanga, Tuikual 'A', Aizawl (Hereinafter referred to as DW). In his examination in chief, he merely reiterated the contents of his written statement being the defendant.

In his cross examination, he deposed that he obtained a loan from the plaintiff company worth amounts to Rs. 5,73,000/- and the said LSC No. Azl. 1002 of 1989 is belonging to him. He also admitted that he had given signature in the loan agreement. Ext. P- 1 (1) (2), (3), (4) and (5) are his true signatures. He also appended his signature in the document of equitable mortgage as Ext. P- 3. Ext. P- 3 (1) and (2) are his signatures.

## **FINDINGS**

### **Issue No. 1**

#### **Whether the suit is maintainable or not**

The plaint is filed with adequate number of duplicate copies, it is also found appropriate to entitle as Title Suit on mortgage in the light of the decisions of Hon'ble Gauhati High Court in the case of **Vanlalveni vs Tlanglawma** decided on 15/11/2002 and reported in (2005) 1 GLR 240. The plaint is also accompanied by duly verification with affidavit in terms of O. VI. R. 15 of the CPC. This issue is therefore decided in favour of the plaintiff.

### **Issue No. 2**

#### **Whether the suit is bad for non-joinder of necessary parties**

No evidence and pleadings had arisen. Admittedly, the defendant alone is the loanee and the holder/owner of the mortgaged landed property under LSC No. Azl. 1002 of 1989 marked as Ext. P- 5. The suit is therefore tenable as held in **Iswar Bhai C. Patel & Bachu Bhai Patel Vs. Harihar Behera & Anr.** decided on 16/03/1999 reported in 1999 AIR 1341, 1999 (1) SCR 1097, 1999 (3) SCC 457, 1999 (2) SCALE 108, 1999 (2) JT 250.

### **Issue No. 3**

#### **Whether the suit is barred by law of limitation or not**

The suit is filed on 13/3/2007 while the cause of action had arisen on 20.12.2000 viz. execution of mortgage deed in respect of LSC No. Azl. 1002 of 1989. In terms of Articles 62 and 63 of the Schedule under the Limitation Act, 1963, the period remains alive. This issue is also decided in the affirmative sense of the plaintiff.

### **Issue No. 4**

#### **Whether the suit is bad for deficiency of court fees**

The suit is valued at Rs. 6,60,178/- and paid court fees of Rs. 9955, it is therefore tenable under the rigour of the Court Fees (Mizoram Amendment) Act, 1996.

### **Issue No. 5**

#### **Whether the plaintiff has cause of action or not**

Evidence of the defendant also admitted that the defendant had obtained a loan from the plaintiff company worth amounts to Rs.

5,73,000/- and the said LSC No. Azl. 1002 of 1989 is belonging to the defendant. The defendant being DW also admitted his signatures appended in the deed of agreement with the plaintiff. Meanwhile, no evidence for recovery of the debt amount is found. Thus, cause of action is in favour of the plaintiff against the defendants in tune with the observations of Hon'ble Supreme Court in **Swamy Atmananda & Ors.Vs. Sri Ramakrishna Tapovanam & Ors.** decided on 13/04/2005 in connection with Appeal (Civil) 2395 of 2000 and reported in 2005 AIR 2392, 2005 (3) SCR 556, 2005 (10) SCC 51, 2005 (4) SCALE 117, 2005 (4) JT 472.

### **Issue No. 6**

#### **Whether the plaintiff can claim title without Mortgage Deed registered under the Registration Act, 1908**

Before entering to the rival points, it is found that the applicability of the Registration Act, 1908 is neither specifically extended nor barred in the then Union Territory of Mizoram (Vide, p. 68 of A Note on the Laws in force in the Union Territory of Mizoram as on 21<sup>st</sup> Jan., 1972 issued by the Law & Judicial Department, Govt. of Mizoram) confirmed by the appointment of District Registrars under Notification No. H. 12017/24(ii)/95- LJD: Dt. 5<sup>th</sup> June, 1997 and superseded by Notification No. H. /24(ii)/95- LJD: Dt. 1<sup>st</sup> June, 2007 which appointed four Ex-Officio District Registrars for Aizawl, Lunglei, Champhai and Kolasib Districts in the State of Mizoram now again re-allocated the subject to Revenue Department, Govt. of Mizoram.

As admitted it is a mortgaged suit also governed by Order 34 of the CPC, the prayer of the plaintiff to foreclose the mortgaged properties. In the catena, It may be appropriate to take some leading precedents to reach correct conclusion-

In **Lachhman Dass vs Ram Lal & Anr** disposed on 30 March, 1989 and reported in 1989 AIR 1923, 1989 SCR (2) 250, 1989 (3) SCC 99, the Supreme Court has observed that-

"The real purpose of registration is to secure that every person dealing with the property, where such document requires registration, may rely with confidence upon statements contained in the register as a full and complete account of all transactions by which title may be affected. Section 17 of the said Act being a disabling section, must be construed strictly. Therefore, unless a document is clearly brought within the provisions of the section, its non-registration would be no bar to its being admitted in evidence."

At the time of arguments, Mr. W. Sam Joseph pointed out the property falls under section 17 of the Registration Act, 1908 whereas Mr. M.M. Ali learned advocate for the plaintiff is silent on this issue. Justice Hegde (AIR 1971 SC 1613, 1620) also quoted the following observations of **Lord Carson in Subramanian v. Lutchman**, AIR 1923 PC 50 in the following terms-

"The law upon the subject admits of no doubt. In the case of Kedarnath Dutt v. Shamloll Khetry [1873] 11 Beng LR (OCJ) 405 Couch C.J. said: The rule with regard to writings is that oral proof cannot be substituted for the written evidence of any contract which the parties have" put into writing. And the reason is that the writing is tacitly considered by the parties themselves as the only repository and the appropriate evidence of their agreement. If this

memorandum was of such a nature that it could be treated as the contract for the mortgage, and what the parties considered to be the only repository and appropriate evidence of their agreement, it would be the instrument by which the equitable mortgage was created, and would come within Section 17 of the Registration Act'."

Section 17 (1) (b) of the Act of 1908 reads thus-

**"17. Documents of which registration is compulsory.**-(I) The following documents shall be registered, if the property to which they relate is situate in a district in which, and if they have been executed on or after the date on which, Act XVI of 1864, or the Indian Registration Act, 1866, or the Indian Registration Act, 1871, or the Indian Registration Act, 1877, or this Act came or comes into force, namely,-

(a) Instruments of gift of immovable property;

(b) other non-testamentary instruments which purport or operate to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, of the value of one hundred rupees and upwards, to or in immovable property;"

Turn into the provisions of S. 49 of the said Act of 1908, the intact provisions runs as-

**"49. Effect of non-registration of documents required to be registered.**-No document required by section 17 or by any provision of the Transfer of Property Act, 1882, to be registered shall- (a) affect any immovable property comprised therein, or (b) confer any power to adopt, or (c) be received as evidence of any transaction affecting such property or conferring such power, unless it has been registered:

Provided that an unregistered document affecting immovable property and required by this Act, or the Transfer of Property Act, 1882, to be registered may be received as evidence of a contract in a suit for specific performance under Chapter II of the Specific Relief Act, 1877, or as evidence of any collateral transaction not required to be effected by registered instrument."

Therefore, S. 49 bars the reception in evidence of a document of transfer which is required to be registered under S. 17 of the Registration Act or under the Transfer of Property Act, but not registered. It does not lay down any prohibition in respect of transfers required to be registered under other enactments. It is, therefore, apparent that the bar provided for in S.49 relates to an unregistered document of transfer required to be registered under S. 17 of the Registration Act or under the Transfer of Property Act. The proviso is an exception to S. 49 and it provides that the bar to the reception in evidence of an unregistered document of transfer will not apply in certain cases. In the light of the entity of S. 49 of the Act of 1908.

Meanwhile, in the case of **Kashinath Bhaskar Datar vs Bhaskar Vishweshwar Karve** decided on 22 February, 1952 and reported in 1952 AIR 153, 1952 SCR 491, the Apex Court has observed that-

"Now apply the test just given to the present case. Under the mortgages the mortgagee is entitled to interest at 14 annas per cent per month but the mortgagor says he cannot claim that. Why? Because, according to him, the subsequent agreement altered the terms of the bond and reduced his liability to only 8 annas. It hardly matters what the agreement is called, whether a release or a remission, nor is it germane to the question that the mortgagee is entitled to remit or release the whole or a part of the debt; the fact remains that his agreement to do so effects an alteration in the original contract and by the force of its terms or extinguishes his interest, Assume that the mortgagor repaid the

whole of the interest at the altered rate and the whole of the principal, would those repayments by themselves effect an extinguishment of the mortgage? Clearly not, because unless the subsequent agreement is called in aid, more would be due under the terms of the bond on account of the higher rate of interest. It is evident then that it is the agreement which limits the mortgagee's interest' and serves to extinguish the mortgage and not mere payment at the reduced rate.

Similar observations apply to clause (6) of the agreement. It begins by reciting a past agreement in which the mortgagor had promised to pay Rs. 1,800 in a lump sum. We are left to infer that this was to extinguish the mortgage. If it was, then it would be hit by either section 92, provision, of the Evidence Act or section 17(1)(b) of the Registration Act, but that does not matter because the present document varies even that agreement and substitutes a third agreement in its place, namely that payment of Rs. 1,800 by installments at the rate of Rs 80 a month will effect "payment in full", that is to say, will extinguish the mortgage. This speaks from the date of the document, for it says, referring to this agreement, that 'it is settled' etc. Next we come to clause (8). That refers us back to clauses (5) and (6) and says that "as mentioned there no interest of any nature whatever has remained claimable by me" and speaking of the principal says "and in like manner I understand the whole of the principal has been fully paid". We have already dealt with clauses (5) and (6). Clause (8) carries us no further and merely states that because of clauses (5) and (6) neither interest nor principal is now claimable; and of course if neither interest nor principal is claimable that extinguishes the mortgage, and in this case the extinguishment is brought about, not by mere payment in accordance with the terms of the bond, but because of the fresh agreement. Clause (10) remains for consideration. It was argued that this brings the matter within section 17(2) (v) of the Registration Act because it gives the defendant the right to obtain another document which will effect the extinguishment. We do not agree because clause (v) of sub-section (2) of section 17 of the Act postulates that the document shall not of itself create, declare, assign, limit, extinguish any right etc., and that it shall merely create a right to obtain another document etc. (The stress is on the words "itself" and "merely".) We agree with Sir Dinsha Mulla at page 86 of the 5th edition of his Indian Registration Act that "If the document itself creates an interest in immoveable property, the fact that it contemplates the execution of another document will not exempt it from registration under this clause."

As we have seen, this document of itself limits or extinguishes certain interests in the mortgaged property). The operative words are reasonably clear. Consequently, the document is not one which merely confers a right to obtain another document. It confers the right only in certain contingencies, namely, "if you so wish" or "if necessity may arise." Its purport is to effect an immediate alteration in the terms of the two bonds and because of that alteration to effect an immediate extinguishment and limitation. Clause (10) merely confers an additional right, namely the right to obtain another document "if you so wish" or "if necessity may arise." Therefore, the document in question is not one which merely creates a right to obtain another. An agreement to sell, or an agreement to transfer at some future date, is to be distinguished because that sort of document does not of itself purport to effect the transfer. It merely embodies a present agreement to execute another document in the future which will, when executed, have that effect. The document in hand is not of that type. It does not postpone the effect of extinguishment or limitation of the mortgages to a future date. It does not say that the agreement it embodies shall take effect in the future. It purports to limit and extinguish the liabilities on the two mortgages at once by virtue of the document itself and merely adds that "if it is necessary or should you want another document, I will repeat the present agreement in a registered agreement." By implication it means that if it is not necessary, or if the mortgagor does not want a registered instrument, the document itself will have effect. Incidentally, one effect of holding that this document does not limit or extinguish the mortgagor's liability would be that there is no agreement to that effect yet in force, This may or may not give the mortgagor a right to obtain specific performance of his right to obtain such an agreement but until he does that there would be no bar to the mortgagee's claim in this suit. However, it is



not necessary to go as far as that because we are of opinion that this document is not exempt from registration under section 17(2) (v), and we so hold.

The next question is whether the document can be used in evidence under the proviso to section 49 of the Registration Act. We are clear it cannot. This is not a suit for specific performance nor does any question of part performance under section 53A of the Transfer of Property Act arise. It remains then to be seen whether the use now sought to be made of the document is to evidence a collateral transaction not required to be evidenced by a registered instrument. But what is the 'transaction sought to be proved but the very agreement which the document not merely evidences but, by reason of its own force, creates? That is not a collateral transaction and even if it were a transaction of that type, it would require a registered instrument for the reasons we have already given.'

In **Minor Dorairaj vs K. Kr. Karupiah Ambalam And Ors.** decided on 26 September, 1968 and reported in AIR 1970 Mad 119, the Madras High Court has observed that-

"In short, the object of the legislation is only to provide for compulsory registration in respect of immoveable property in India so that the title may be clear, and it is no concern of the Indian Legislature to legislate with respect to the title to immoveable properties in Malaya."

In the instant case at hand, title of the mortgaged property remains in the defendant, after declaring titleship by this court, it will require to register in the name of the plaintiff or other purchaser. For the sake of justice, this issue is decided in favour of the plaintiff.

#### **Issue No. 7**

**Whether the plaintiff is entitled to the relief claimed or not. If so, to what extend.**

In the mingling findings of the above, the plaintiff will be entitled to the relief claimed as mentioned below by proceeding the case under O. 34 of the Code of Civil Procedure, 1908.

#### **ORDER**

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 the amount due to the plaintiff on the mortgage mentioned in the plaint calculated up to 31.03.2006 is the sum of Rs. 6,60,178/- (Rupees six lakhs, sixty thousand, one hundred and seventy eight) with interest rate at 15.5% per annum with effect from 01-04-2006 till realization, and the sum of Rs. 16,955/- (Rs. 9955/- for court fees stamp + Rs. 7000/- for Pleader's fee) for the costs of this suit awarded to the plaintiff plus 15.5% interest per annum till realization. And it is hereby ordered and decreed that the defendants do pay into Court on or before for 28<sup>th</sup> 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 15.5% interest per annum till realization.

To epitomize, if the defendant remains fail to make repayment of the above accrued amount on or before 28<sup>th</sup> Feb., 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/5/2007, Sr. CJ (A)/

Dated Aizawl, the 9<sup>th</sup> Dec., 2011

Copy to:

1. North Eastern Development Finance Corporation Ltd. Represented by the Branch Manager, Aizawl District: Aizawl through Mr. M.M. Ali, Adv.
2. Mr. R. Vanlalngaihawma S/o R. Sanghmingthanga, Tuikual 'A'. Prop: Greenland Photo Processing, Bara Bazar, Aizawl through Mr. W. Sam Joseph, Adv.
3. P.A. to Hon'ble District Judge, Aizawl Judicial District- Aizawl
4. Case record

PESKAR