

**IN THE COURT OF SENIOR CIVIL JUDGE- 3
AIZAWL DISTRICT: AIZAWL**

CIVIL SUIT NO. 113 OF 2010

Plaintiff:

Mr. C. Vanlalruata
S/o C. Thangzuala (L)
Dinthar- I, Aizawl
Aizawl District

By Advocates

: 1. Smt. C. Lalremruati
2. Mr. J. Lalremruata Hmar
3. Smt. Lalthazuali Renthlei

Versus

Defendants:

1. Smt. C. Lalmawii
W/o V. Lalbiaksanga (L)
Tuikual- Aizawl
2. Smt. Lallianpuui
W/o Liantea
Dinthar- 1, Aizawl
3. Mr. Tlangchawimawia
Mission Veng: Aizawl
4. The Secretary to the Govt. of Mizoram
Revenue Department
5. Director
Land Revenue & Settlement Department
Govt. of Mizoram
6. Deputy Director
Land Revenue & Settlement Department
Govt. of Mizoram
7. The ASO- 1
Aizawl District: Aizawl
8. Mr. A. Lalvunga
S/o Thandawna
Bethlehem Veng, Aizawl

By Advocates

For the defendants Nos. 1&2

: 1. Mr. Rualkhuma Hmar
2. Mr. H. Lalremsanga
3. Miss Lalremruati

For the defendant No. 3.

: 1. Mr. W. Sam Joseph
2. Mr. Zochhuana
3. Mr. Hranghmingthanga Ralte
4. F. Lalenglina
5. Mr. Francis V.L. Zuala
6. Mr. C. Lalfakzuala
7. Miss Julie Lalhlupuii

For the defendants Nos. 4-7

: Mr. R. Lalremruata, AGA

For the defendant No. 8

: Mr. M.M. Ali

BEFORE

Dr. H.T.C. LALRINCHHANA, Sr. CJ- 3

Date of Order

: 01-02-2011

ORDER

Ld. AGA, Ld. Counsels for the defendants 1&2, 3 and 8 appeared the court on today but absent all other parties without knowing reasons. Mr. M.M. Ali, Ld, Counsel for the defendant No. 8 and Mr. Rualkhuma Hmar, Ld. Counsel for the defendants 1&2 prayed to reject and dismiss the suit due to non-appearance of the plaintiff without knowing reasons and failure to comply the order passed by this court Dt. 10/11/2010 in connection with Civil Misc Appln. No. 268 of 2010 in connection with the instant suit which impleaded the defendant No. 8 as a party and directed the plaintiff to amend the plaint with submission of the same with duplicate copies, the operative portion of that order reads as-

“In view of the afore-discussions and findings therein, Mr. A. Lalvunga S/o Thandawna, Bethlehem Veng, Aizawl- Aizawl District shall be impleaded as defendant no. 8.

*By virtue of sub-rule (4) of rule 10 of the CPC and as held in **Seenivasan Vs. Peter Jebaraj & Anr** in connection with Appeal (civil) 854 of 2001 decided on 04/04/2008 reported in 2008 AIR 2052, 2008 (5) SCR 1185, 2008 (6) SCALE 92, 2008 (6) JT 198. Whereby, the Supreme Court has imposed that-*

“6. The crucial expression in Order 1 Rule 10 is "only on the service of the summons". It is abundantly clear that if any dependant is impleaded subsequently proceedings as against him shall be deemed to have begun only from the date of services of summons. Same of course is subject to the provisions of Section 22 of the Indian Limitation Act, 1877”

The plaintiff is therefore directed to amend the plaint and file with duplicate copies of the same to be served to all defendants and newly impleaded defendant's as deemed to have begun only on the stage of service of the summons as enshrined under sub-rule (5) of rule 10 of the CPC. The amended plaint will be filed by the plaintiff/respondent on 25-11-2010.”

Meanwhile, Mr. W. Sam Joseph, Ld. Counsel for the defendant No. 3 contended that while praying for dismissal of the suit, the counter claim filed along with written statement on 28/9/2010 is deserved to decree in favour of the defendant No. 3 as the plaintiff fails to submit his written statement on such counter claim as forthwith directed by the court on 28/9/2010 as it can be well presumed that the plaintiff admitted the counter claim preferred by the defendant No. 3 as he fails to submit written statement without any knowing reasons.

Before going to make decision, I could not oblivious on merit of the case that the plaintiff in his plaint had submitted that the LSC under No. 132 of 1973 left to him by his deceased father namely Mr. C. Thangzuala was mutated by the defendant No. 1 in her name without his consent by stolen out of the said document. Hence the suit against (1) Smt. C. Lalmawii (2) Smt. Lallianpuui (3) Mr. Tlangchawimawia (4) Secretary to the Government of Mizoram, Revenue Department (5) Director, LR&S Department (6) Deputy Director, LR&S Department and (7) ASO – I, Aizawl District. Further alleged by the plaintiff that it was wrongly mutated and rather mortgaged by the defendant no. 1 to the defendant no. 3 and defendant no. 2 is used as witness for the mutation process. Meanwhile, the petitioner Mr. A. Lalvunga contended that by executing Deed of Agreement Dt. 13/7/2004 with the defendant no. 1, the said landed document was mortgaged by the defendant no. 1 to him for borrowing Rs. 10 lakhs. Thus,

the petitioner prayed to implead as defendant No. 8. as he is involved with the case/suit by filing Civil Misc Application on 21/10/2010 and the said Mr. A. Lalvunga is impleaded as defendant No. 8 without any objections from the plaintiff.

The counter claim submitted by defendant No. 3 thereby reads as-

“That the answering defendant is not a money lender. When the defendant No. 2 approached the answering defendant for money for their use the answering defendant refused to advance, but due to the persistence of the defendant no.1 and 2, the answering defendant was compelled to lent a sum of Rs.5,00,000/-. The defendant no.2 voluntarily executed the documents annexed as Annexures – B, C, D & E proves clearly that the defendant no.2 had lent the money from the answering defendant with the knowledge of the defendant no.1 and the plaintiff himself. Before, handing over the money, the answering defendant verified with the revenue department about the genuineness of the LSC and as the answering defendant found the said LSC to be genuine, the answering defendant lent the money and accepted the said LSC as the mortgaged property.

That the averments made in the para 1 to 15 above also should be read along with the counter claim made in the para 16 onwards.

That the answering defendant never wanted to advance money to the defendant no.2 or to defendant no.1 but due to the persistence, the answering defendant felt pity on them and advanced the said sum of money. The fact that the defendant no.1 also had signed as attorney holder shows clearly that the defendant no.1 and 2 are responsible for the money taken by them. The answering defendant does not believe that the plaintiff did not know the transfer of the said LSC in the name of the defendant no.1 for the first time way back in the year 2005. If the defendant no.1 and 2 have cheated the plaintiff or deceived the plaintiff it should be sorted out among themselves and the answering defendant should be pulled in their dispute. The answering defendant had advanced the money and for which the said LSC was mortgaged and the defendant no.1 and 2 failed to repay the money borrowed by them. The answering defendant is entitled to the said property covered under LSC No.132 of 1973 and he is also entitled to possession of the said land and building.

That the cause of action for suit arose first on 12.1.2007 when the money was first borrowed. There after it arose on 12.4.2007 when the defendant no.2 executed another document and acknowledged the liability. Again it arose on 29.5.2007 when the defendant no. 2 signed another document and acknowledged the liability and it arose again on 18.6.2008 when the defendant no.2 signed another agreement agreeing for mutation of the said land in the name of the answering defendant. That by executing the documents mentioned above the defendant no.2 had acknowledged the liability. The last document showing the acknowledgement of the loan is on 18.6.2008. Hence the fresh limitation started from 18.6.2008. The suit of the answering defendant is not barred by limitation.

That for the purpose of jurisdiction the suit is valued at Rs.10,00,000/- (Rupees ten lakhs) and the court fee of Rs.5000/- has been paid.

That this court has jurisdiction to entertain and dispose of the suit as the cause of action arose within Aizawl and the land in question is situated at Aizawl.

That the counter claim is made in the present suit in order to avoid multiplicity of cases.

That in the case of counter claim the plaintiff shall be treated as defendant no.1 and the defendant no. 1 and 2 shall be treated as defendant no.2 and 3 and other defendants as proforma defendants nos. 4, 5, 6 & 7 to the counter claim. As no relief is claimed against the defendant no.4, 5, 6 & 7 no notice is required.

That the defendants crave the leave of the court to permit the defendants to raise other relevant points and produce other relevant documents during the hearing of the suit.

Therefore, it is prayed that your honour may be graciously pleased to dismiss the suit with cost.

By way of counter claim the answering defendant prays that:

Let a decree be passed declaring that the transfer of the LSC No.Azl 132 of 1973 was done by the defendant no.1 and 2 within the knowledge of the plaintiff.

Let a decree be passed declaring that the plaintiff has no right to make any claim to the property covered under LSC No.Azl-132 of 1973 as he has got his portion already sliced out from the said LSC No.Azl-132 of 1973.

For a decree for khash possession (Physical as well as constructive possession) of the immovable property covered under LSC No.Azl 132 of 1973 after confirming the answering defendant's title thereto and by ejecting the plaintiff and defendant no.1 and 2.

For a decree to declare that all the agreements annexed as annexures – B, C, D & E were executed voluntarily and the answering defendant is entitled to get the entire sum of Rs.5 lakhs with interest at the rate of 10% per month with effect from 12.1.2007 till the entire amount is paid.

Let the answering defendant be declared as the owner of the said land covered under LSC No. Azl-132 of 1973.

Let a decree be passed declaring that the value of the said land and building covered under LSC no.Azl-132 of 1973 is only Rs.10 lakhs. The interest accrued over and above the value of the said property be decreed in favour of the plaintiff against the defendant no.2.

By way of permanent and mandatory injunction the plaintiff and the other defendants be restrained from disposing the land covered under LSC Azl-132 of 1973 and other properties belonging to the plaintiff and the defendant no. 1 and 2.

By way of attachment the monies due to the plaintiff and the defendant nos. 1 & 2 from any person or body of persons or

Government of Mizoram or any other agency so as to fulfill the claim of the answering defendant.

Let the cost of the suit be decreed in favour of the answering defendant.

Let the interest at the rate agreed by the plaintiff be decreed in favour of the answering defendant over the said sum of Rs.5,00,000/- till the entire amount is paid in full with interest.

Let any other relief to which the answering defendant is entitled according to law, justice, equity and good conscience be decreed in favour of the answering defendant.”

The defendant No. 3 also paid in full of requisite court fees at Rs. 5000/- in full, the written statement submitted by defendant No. 3 states that “The suit is not maintainable in its present form and style. In fact the plaint is not verified and not supported by affidavit. The suit is frivolous and the averments made in the plaint have no merit. The suit is barred by doctrine of estoppel by acquiescence. Also the suit is barred by limitation. The plaintiff knew the entire dealings of his sisters who are the defendants nos. 1 and 2 and the plaintiff in collusion with the defendants nos. 1 and 2 has filed the present suit in order to cheat and deceive the answering defendant.

The plaintiff has not paid court fee of sufficient value, hence the suit is to be dismissed with cost. The answering defendant's No. 3 categorically deny all the averments made in the plaint save and except what is specifically admitted that the contents of para 1 of the plaint are not admitted. The contents of para 2 are denied. The land covered under the LSC no.132 of 1973 was the property of the deceased C.Thangzuala of Dinthar Veng. During the life time of Shri C.Thangzuala a portion of the land was sliced out from the original LSC no.132 of 1973 and given to him. Before a portion of the land covered under LSC no.132 of 1973, the area covered by the LSC No.132 of 1973 was 334Sq.m. but after a portion of the land was sliced out in favour of the plaintiff the area of the said LSC was reduced to 166.85sqm. As his late father already gave the plaintiff a portion of the land, this plot of land covered under LSC No.132 of 1973 was earmarked for the defendants nos.1 and 2. Though in the para 2 of the plaint the date of the death of C.Thangzuala has been mentioned as 4.6.2010, from the illegal HC submitted with the plaint it is clear that C.Thangzuala died on 4.6.2001. The answering defendant also came to know that the LSC was first transferred in the name of defendant no.1 then in the name of Shri C.Sangchia thereafter in the name of defendant no.2. That after the said LSC was transferred in the name of the defendant no.2, the defendant no.2 mortgaged the said plot of land to the answering defendant and availed a loan of Rs.5,00,000/-. At the time of availing the loan the defendant no.2 executed a document under the heading PAWISA PUKA INTIAMKAMNA on 12.1.2007 and promised to pay the loan amount with interest within a period of three months from 12.1.2007. As the defendant no.2 could not repay the said loan, within the stipulated time, she executed another promissory note on 12.4.2007 to the effect that she would repay the entire amount with interest on or before 28.5.2007 and in the event of failure to pay the said amount with interest, the answering defendant would take the said plot of land covered under LSC No.Azl-132 of 1973 in the place of the amount of Rs. 5,00,000/- borrowed from him. Again she failed to pay the said sum of Rs. 5,00,000/- with the agreed interest to the answering defendant, the defendant no.2 executed another

agreement on 29.5.2007 stating that she would pay the amount with the agreed interest within 50 days with effect from 29th May 2007. The defendant no.2 failed to repay the said amount within the stipulated time and the defendant no.2 executed another undertaking on 18.6.08 stating that as the defendant no.2 could not repay the loan taken by her from the answering defendant she allowed the answering defendant to transfer the said LSC no. Azl 132 of 1973 in his name. Accordingly the said LSC was transferred in the name of the answering defendant. After the said LSC was transferred in the name of the answering defendant, a fresh LSC was issued in the name of the answering defendant and in the said LSC the Assistant Settlement Officer – II had written clearly that the said LSC was issued as Original duplicate issued in lieu of Original One. In the said PAWISA PUK CHUNGCHANGA INREMNA the defendant no.2 stated that in the event of the defendant no.2 repays the said sum of Rs. 5,00,000/- with interest, the defendant no.2 would re-transfer the said LSC in her name. Since the plaintiff had already got his share of property from the land and building covered under LSC No.132 of 1973, he did not have any right to move the court for Heirship Certificate. Further, the said Heirship Certificate is in fructuous/void as the property covered under LSC no.132 of 1973 was not in the name of the deceased Thanzuala when the plaintiff submitted the application for obtaining the Heirship Certificate. The plaintiff has no locus standi to file the present suit in order to keep the said immovable property covered under LSC No. Azl 132 of 1973 within their family without paying the sum of Rs.5,00,000/- borrowed by the defendant no.2 from the answering defendant. The Revenue authorities also not bound to act on the basis of the said HC, which is void. The plaintiff in connivance and collusion with the defendant nos. 1 and 2 obtained the said HC in order to cheat the answering defendant. The contents of para 3 of the plaint are also categorically denied. As the plaintiff was taken his share of the property from the LSC no.Azl-132 of 1973, the plaintiff did not have any right to the said LSC which was left in the custody of the defendant no.1 and 2 and the defendant no.2 told the answering defendant that as the plaintiff was already given a portion of the land from the LSC No.Azl-130 of 1973 he has no right to make any claim to the suit property. The defendant no.1 and 2 also told the answering defendant that since there is no one to claim the property left by their late father and they had transferred the said LSC in the name of the defendant no.1 with the knowledge and consent of the plaintiff and then the said LSC was transferred in the name of Pu C. Sangchia against the loan taken from him by the defendant no.1 and thereafter the said loan was repaid by the defendant no.2 and the said LSC was put in the name of the defendant no. 2 with the knowledge and consent of the plaintiff and other siblings of the defendant no.1 and 2. As the defendant no.2 could not repay the loan and redeem the suit property, the defendant no.2 requested the plaintiff to file the suit on the pretext that the said LSC was stolen. If at all the plaintiff had any right to the suit property, he should have approached the court for heirship certificate soon after his father died. The fact that the plaintiff moved the court for obtaining the HC after a lapse about 9 years after the said LSC changed hands of number of persons proves clearly that the plaintiff is acting at the instance of the defendant no.1 and 2 in order to retain the suit property and the money which the defendant no.2 had borrowed from the answering defendant. Filing of the FIR by the plaintiff is also an after thought in order to deprive the answering defendant to get back the money, which he had advanced to the defendant no.2. The fact that the said LSC was mutated in the name of the defendant no.1 on 29.5.2004 and no steps was taken by the plaintiff for such a long period of 6 years proves clearly that the plaintiff has made up a cock and bull story that he did not know the transfer of the said LSC in the name of the defendant no.1 in order to make a false claim of the property

which was already transferred in the name of the answering defendant in lieu of the sum of Rs.5,00,000/- borrowed by the defendant no.2 from the answering defendant. As mentioned earlier, the said LSC was mutated in the name of C. Sangchia before it was mutated in the name of the defendant no.2. It is an admitted fact that the defendant no.2 had borrowed a sum of Rs. 5,00,000/- from the answering defendant and as security the defendant no.2 had mortgaged the said land and building covered under LSC No.132 of 1973. The plaintiff, defendant no.1 and 2 joined hands together just like Ananias and Sapphira to cheat the answering defendant.

Moreover, the contents of para 4 and 5 are also categorically denied. The plaintiff himself voluntarily handed over the said LSC No.132 of 1973 to the defendant no.1 after the death of the father of the plaintiff, defendant no.1 and 2. If there is any truth in the averments made in the plaint, the plaintiff should have acted promptly to find out the whereabouts of the said LSC No.132 of 1973 soon after the death of their father C. Thangzuala. The fact that the plaintiff approached the court after a lapse of 9 years after the death of their father shows that he had filed the suit on behalf of the defendant no.1 and 2 in order to help his sisters from not paying the money, which the defendant no.2 borrowed, from the answering defendant. The contents of para 6 are categorically denied. The answering defendant states that the no cause of action accrued in favour of the plaintiff. The plaintiff voluntarily gave the said LSC No. Azl 132 of 1973 to the defendant no.1 and 2 to mutate in their names. The defendant no.1 and 2 did not steal the said LSC from the plaintiff, rather the plaintiff voluntarily gave the said LSC to them and also permitted them to do the needful to put the said LSC in their names as the plaintiff had already got his share of the property of his father. The allegation that the said LSC was stolen in the year 2004 is completely false. If it was stolen in the year 2004 he should have noticed the following year when the tax/revenue payment became due. The entire story of alleged stealing of the LSC is completely false and it is an after thought in order to help his sisters from the thick soup they are in. The contents of para 7 of the plaint are also completely denied. The answering defendant is holding the said LSC as it was mortgaged by the defendant no.2 with the knowledge of the defendant no.1 and also the plaintiff. If the said LSC is to be redeemed the plaintiff along with the defendant no.1 and 2 will have to redeem it by paying the said sum of Rs. 5,00,000/- with the agreed interest. As the suit itself is baseless, the question of attachment does not arise. No doubt the LSC, which was handed over to the answering defendant, was mutated in his name at the instance of the owner of the said LSC as per the records maintained in the Revenue Department. If the previous owner has committed any irregularity in transferring the said LSC in their names, the answering defendant should incur loss due to their false and the answering defendant is entitled to get the money back from the defendant no.2 with the agreed interest. The contents of para 8 of the plaint are also categorically denied. The value of the land has been inflated in order to get sympathy from the Court. The Market value of the said land and building would be not more than Rs.10 lakhs. The plaintiff is liable to pay the entire court fee before any process is issued. The suit is liable to be dismissed for non-payment of the court fee of sufficient value. Furthermore, the contents of para 9 are also denied. There was no urgency as the said LSC was transferred in the name of the defendant no.1 way back in the year 18.10.2005 when the original duplicate LSC was issued in the place of original one and subsequently it was transferred to different people and finally it was transferred in the name of the answering defendant at the instance of the defendant no.1 and 2. The suit is liable to be dismissed for want of issuance of the notice under section 80 CPC. The contents of para 10 are also categorically denied. The plaintiff has not prayed for permanent

injunction in the relief portion, hence the petition under Order 39 CPC should not be entertained. The contents of para 12 of the plaint are also categorically denied. As the plaintiff has no right to claim the said property no inconvenience would be caused to him even if the suit is dismissed. The present suit is frivolous suit in order to put the answering defendant in to heavy loss due to the fault of the plaintiff's own sisters who are cited as defendant no.1 and 2. Hence the suit is liable to be dismissed and the same be dismissed with cost."

However, the plaintiff not only fails to submit written statements in counter claim and fails to amend the plaint after impleadment of defendant No. 8, but also fails to appear on 25/11/2010 without knowing reasons which awkwardness of the court in the proceedings which calls one principles as held in **International Airport Authority of India vs K.D. Bali & Another** decided on 29 March, 1988 reported in 1988 AIR 1099, 1988 SCR (3) 370, 1988 SCC (2) 360, JT 1988 (2) 1, 1988 SCALE (1) 631, the Supreme Court has held that-

"We are in agreement with the learned Judge of the High Court expressing unhappiness as to the manner in which attempts had been made to delay the proceeding. There is a great deal of legitimate protest at the delay in judicial and quasi-judicial proceeding. As a matter of fact delay in litigation in courts has reached such proportion that people are losing faith in the adjudicatory process."

To epitomize, the chaos of failure to appear of the plaintiff at the stage of written statements but causing and prejudicing the proceedings as the plaintiff fails to file written statement on counter claim and further fails to amend the plaint as impleaded necessary party in the suit without knowing reasons is unprecedented where the provisions of CPC is also silent. However, the negligence and betrayal of the plaintiff is not appropriate to condone as it is no hopes for further smooth proceedings. Without dismissal of the suit or rejection of the suit, there is no expectation to wholesome prosecution of the case. Meanwhile, there is counter claim preferred by the defendant No. 3 which requires to dispose of on merit but vague the procedure to adopt for such adjudication whilst the plaintiff is very lethargy in the proceedings. Furthermore, the other defendants except defendant No. 3 fails to file written statements till date which leads hazy proceedings. It impels me to invoke S. 151 of the CPC. In short, inherent power of court, where the provisions of CPC is silent but whenever requires to decide the case or its proceedings.

In this dilemma, I am not in a position to grant the decrees even for the defendant No. 3 by fulfilling his desired in his counter claim except to declare the defendant No. 3 Mr. Tlangchawimawia S/o Lalvuana (L), Mission Veng is the true holder/owner of LSC No. AZL. 132 of 1973 located at Dinthar with an area of 166.85 Sq. m as issued by the ASO-II, Aizawl District in his name and as per the Deed of Agreement reached before the Notary Public, Aizawl Dt. 18/6/2008 executed in between Mr. Tlangchawimawia and Smt. Lallianpuui registered under No. 657/06 Dt. 18/6/2008 even by a doctrine of '*Ubi Jus Ibi remedium*' recognized in the case of **Fertilizer Corporation Kamgar Union (Regd.), Sindri & Ors. vs Union Of India And Others** (decided on 13 November, 1980 and reported in 1981 AIR 344=1981 SCR (2) 52) as the defendant No. 3 also spent Rs. 5 lakhs with interest in that mortgaged but subject to the condition that it will be liable to return back to the said Smt. Lallianpuui as soon as she paid her debt to defendant No. 3 with its interest rate to be calculated from 12/1/2007 when borrowing the said sum from defendant No. 3 on the basis of the Deed of Agreement reached before the Notary Public, Aizawl Dt.

18/6/2008 executed in between Mr. Tlangchawimawia and Smt. Lallianpuii registered under No. 657/06 Dt. 18/6/2008.

In otherwords, all the other parties including the plaintiff are silent on the suit although regularly directed by this court to perform their oblique and legal duties within the entity of the CPC. I am not therefore in a position to deal their own causes and interest on merit or otherwise.

DIRECTIVES

The inevitable conclusion but very paradoxical is that the defendant No. 3 Mr. Tlangchawimawia S/o Lalvuana (L), Mission Veng is hereby declared as the true holder/owner of LSC No. AZL. 132 of 1973 located at Dinthar with an area of 166.85 Sq. m as issued by the ASO-II, Aizawl District in his name and as per the Deed of Agreement reached before the Notary Public, Aizawl Dt. 18/6/2008 executed in between Mr. Tlangchawimawia and Smt. Lallianpuii registered under No. 657/06 Dt. 18/6/2008 even by a doctrine of '*Ubi Jus Ibi remedium*' as the defendant No. 3 also spent Rs. 5 lakhs with interest in that mortgaged but subject to the condition that it will be liable to return back to the said Smt. Lallianpuii by the defendant No. 3 as soon as she (Defendant No. 2) paid her debt amount to the defendant No. 3 with its interest rate to be calculated from 12/1/2007 when borrowing the said sum from defendant No. 3 (Vide, Deed of Agreement Dt. 12/1/2007 before Notary Public, Aizawl under Regd. No. 155/1 sworn by Mr. Tlangchawimawia and Smt. Lallianpuii) within the covenants in the Deed of Agreement reached before the Notary Public, Aizawl Dt. 18/6/2008 executed in between Mr. Tlangchawimawia and Smt. Lallianpuii registered under No. 657/06 Dt. 18/6/2008.

Before parting with the case, I would like to confess the logic of this decision that although being a law courts where seeking of complete justice, due to betrayal of the proceedings by the plaintiff and other defendants except the defendant No. 3, this is the only way which can be found out in adjudication of the case.

In the foregoing terms, the case is disposed of accordingly. In view of the peculiarities of the case, no order as to costs.

Give this order copy to both parties and all concerned.



Dr. H.T.C. LALRINCHHANA

Senior Civil Judge- 3
Aizawl District: Aizawl

Memo No. CS/113/2010, Sr. CJ (A)/

Dated Aizawl, the 1st Jan., 2011

Copy to:

1. Mr. C. Vanlalruata S/o C. Thangzuala (L), Dinthar- I, Aizawl- Aizawl District through Smt. C. Lalremruati, Adv.
2. Smt. C. Lalmawii W/o V. Lalbiaksanga (L), Tuikual, Aizawl through Mr. Rualkhuma Hmar Adv.
3. Smt. Lallianpuii W/o Liantea, Dinthar- I, Aizawl through Mr. Rualkhuma Hmar Adv.
4. Mr. Tlangchawimawia, Mission Veng, Aizawl through W. Sam Joseph, Adv.

5. Secretary to the Government of Mizoram, Revenue Deptt. through Mr. R.C. Thanga GA, District Court- Aizawl
6. Director, LR&S Department through Mr. R.C. Thanga GA, District Court- Aizawl
7. Deputy Director, LR&S Department through Mr. R.C. Thanga GA, District Court- Aizawl
8. ASO – I, Aizawl District, Aizawl through Mr. R.C. Thanga GA, District Court- Aizawl
9. Mr. A. Lalvunga S/o Thandawna, Bethlehem Veng, Aizawl- Aizawl District through Mr. M.M. Ali Adv.
10. P.A. to District & Sessions Judge, Aizawl Judicial District- Aizawl
11. Case record

PESKAR