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

DECLARATORY SUIT NO. 24 OF 2010

Plaintiff:
Smt. Zohmingliani
W/o Vanlalduha
Chanmari: Aizawl

By Advocates : 1. Mr. Joel Joseph Denga
2. Miss N. Lalzawmliani

Versus

Defendants:
1. Mr. R. Lalzirliana
   S/o Rev. P.D. Sena (L)
   Venghlui: Aizawl
2. The State of Mizoram
   Through the Chief Secretary
   Govt. of Mizoram
3. The Director
   Land Revenue and Settlement Department
   Govt. of Mizoram
4. The ASO- II
   Aizawl District: Aizawl
5. Mr. M.S. Dawngliana
   S/o Lunghnema (L)
   Chawlhhmun
   Aizawl: Aizawl District

By Advocates:

For the defendant No. 1 : Smt. Lalthlamuani
For the defendants Nos. 2-4 : Mr. R. Lalremruata, AGA

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

Date of hearing : 02-02-2011
Date of Order : 02-02-2011

ORDER

This is a suit for a decree for the recovery of Rs. 6,50,000/- being alleged outstanding amount of Principal and interest under a secured loan and/ or foreclosure of the mortgage and for other relief. The plaintiff in her plaint submitted that by executing a written conveyance Dt. 18th April, 2007, the defendant No. 1 borrowed a loan of Rs. 5 lakhs from the plaintiff by mortgaging LSC No. Azl. – 64 of 1982 promising to repay the loan amount with interest rate at 15% simple interest per month within two months. Hence prayed to declare that the defendant No. 1 is liable to pay Rs. 6,50,000/- to the plaintiff with pendent lite interest and other costs, in default of payment of the said amount, debarring the defendant and other persons from all further right to redeem the mortgage property and to declare the plaintiff as the owner of LSC No. Azl. – 64 of 1982.

A written statement's was filed by the defendant No. 1 and defendants 2-4, documents were also already filed, discovery and admission of such documents are also conducted. Although newly impleaded the defendant No. 5, no amendment of plaint was made by the plaintiff. Meanwhile, the defendant No. 5 silent to submit written statement or to involve with the instant case.

On the basis of the submission made by Smt. Lalthlamuani, Ld. Counsel for the defendant No. 1 and hearing of both parties and by making reliance in the case of **Vinod Seth vs Devinder Bajaj & Anr**. decided on 5th July, 2010 in connection with Civil Appeal No. 4891 of 2010 [Arising out of SLP [C] No.6736 of 2009], wherein, the Supreme Court has held that-

> "10. Every person has a right to approach a court of law if he has a grievance for which law provides a remedy. Certain safeguards are built into the Code to prevent and discourage frivolous, speculative and vexatious suits. Section 35 of the Code provides for levy of costs. Section 35A of the Code provides for levy of compensatory costs in respect of any false or vexatious claim. Order 7 Rule 11 of the Code provides for rejection of plaint, if the plaint does not disclose a cause of action or is barred by any law. Order 14 Rule 2 of the Code enables the court to dispose of a suit by hearing any issue of law relating to jurisdiction or bar created by any law, as a preliminary issue."

The following preliminary issues are therefore framed such as-

(1) Whether the suit is maintainable as Declaratory Suit
(2) Whether deficiency of requisite court fees

POINT OF RIVALRY

Mr. Joel Joseph Denga, Ld. Counsel for the plaintiff submitted that as the suit is merely declaratory in nature, it is appropriate to maintain as Declaratory suit. More so, the suit is governed by S. 34 of the Specific Relief Act, 1963 and should be proceeded according to O. XXXIV of the CPC as a matter of mortgage. Meanwhile, since no consequential relief is prayed, the requisite court fees as per existing law is at Rs. 30/- which the plaintiff paid in full at the time of filing of the suit.

On the other hand, Smt. Lalthlamuani, Counsel for the defendant No. 1 objected that the main prayer of the suit is recovery of loan amount and further foreclosure of the mortgaged LSC. Cogently, consequential relief is found and is not appropriate to maintain as Declaratory suit and it would be suitable to file as Title Suit or Mortgage Suit. Hence the suit is liable to reject at the threshold.

Ld. AGA fairly submitted that the state defendants does not have any direct interest in the instant suit. Hence, no exact and specific submissions on preliminary issues.

FINDINGS

Pre- Issue No. 1
Maintainability as Declaratory Suit

Compelling to look into precedents binding force to this court, before India independence and existence of the present Supreme Court of India passing 80 years, In the case of **Radha Krishna vs Ram Narain And Ors**. decided on 19 January, 1931 reported in AIR 1931 All 369, the Allahabad High Court has held that-

> "23. The foregoing review of relevant decisions shows a conflict of judicial opinion without any clear preponderance on one side or the other. We hold that the Court-fee must be decided on the plaint. The plaintiff asks for a mere declaration. He studiously avoids asking for any consequential relief. The suit as framed therefore is clearly "to obtain a declaratory decree where no consequential relief is prayed." We are not concerned at the present stage with the question whether the suit is of the nature contemplated by Section 42 or whether the Court will refuse to grant a mere declaration on the ground that the plaintiff has omitted to ask for further relief such as an injunction restraining the decree-holder from executing the decree, or whether the plaintiff has applied for stay of execution; or whether a mere declaration, if granted will serve any useful purpose. Fiscal statutes must be strictly construed If the plaintiff chooses to take the risk of asking for a mere declaration without consequential relief he is, in our opinion at liberty to do so under Article 17, (iii) upon payment of a fixed court-fee of Rs. 10. When he has carefully refrained from asking for consequential relief we do not consider that he should nevertheless be deemed to have asked for consequential relief. This would be doing violence to the language of Section 7, (iv) (c). We hold that the plaint, as amended, is sufficiently stamped."

In the case of **Vanlalveni vs Tlanglawma** decided on 15/11/2002 and reported in (2005) 1 GLR 240, the Gauhati High Court has observed that-

> "13. Incidentally, it may be noted from contents of the plaint photo copy of which is available in the case record, that the present appellant as plaintiff had confused whether the basic document upon which cause of action for the Suit was traced was a hand-note, or a promissory note or an agreement. Then again the suit was instituted for as a declaratory suit with fixed court fees of Rs. 25/- but the basic documents will show that there was only a pecuniary liability on the part of the deceased Rokima and not the present respondent Tlanglawma. The present respondent was only a witness to the said agreement/hand note. There is nothing to show that the respondent Tlanglawma ever incurred any liability under the said hand note/agreement. It was mentioned in the said agreement ext.p-1 that LSC had been handed over to the lender/ plaintiff but there is nothing in the judgment of trial court to show existence of any such document. Therefore, it will be opined that the judgment of the trial court was under misconception of law and without jurisdiction. It should have been either a Money Suit or Title Suit on mortgage. Therefore, there is a necessity to quash the entire proceedings starting from the original court upto the stage of first appellate court by exercising of the inherent power under Section 151 of C.P.C. for ends of justice. Such misconception of law cannot be allowed to be sustained"

In the case of **State Of M.P. vs Mangilal Sharma** decided on 18 December, 1997 reported in AIR 1998 SC 743, 1998 (1) ALT 11 SC, 1998 (1) CTC 271, the Apex Court has observed that-

> "4. It appears to us that the courts below did not go by even the basic principles of law. A suit for mere declaration to any legal character is maintainable under Section 34 of the Specific Relief Act 1963, though it has been held that section is not exhaustive. There is a proviso to the section which bars any such declaration where the plaintiff, being able to seek further relief, omits to do so. Section 34, in relevant part, is as under:
>
> "34. Discretion of court as to declaration of status or right. - Any person entitled to any legal character, or to any right as to any property, may institute a suit against any person denying, or interested to deny, his title to such character or right, and the court may in its discretion make therein a declaration that he is so entitled, and the plaintiff need not in such suit ask for any further relief:
>
> Provided that no court shall make any such declaration where the plaintiff, being able to seek further relief than a mere declaration of title, omits to do so."
>
> 5. Normally in a case like the present one the plaintiff when seeking relief of declaration that he continues to be in service would also seek consequential reliefs of reinstatement and arrears of salary. This the respondent as plaintiff did not do so as the Government not being a private employer would certainly respect a mere decree of declaration. This in fact the appellant did and the respondent has been reinstated. Moreover, once the Government servant is appointed to his post or office, he acquires a status and his rights and obligations are no longer determined by consent of both parties but by statute or

> statutory Rules which may be framed by the Government. The legal position of a Government servant is more one of status than of contract...
>
> ...6. A declaratory decree merely declares the right of the decree holder vis-a-vis the judgment debtor and does not in terms direct the judgment debtor to do or refrain from doing any particular act or thing. Since in the present case decree does not direct reinstatement or payment of arrears of salary the executing court could not issue any process for the purpose as that would be going outside or beyond the decree. Respondent as a decree holder was free to seek his remedy for arrears of salary in the suit for declaration. The executing court has no jurisdiction to direct payment of salary or grant any other consequential relief which does not How directly and necessarily from the declaratory decree. It is not that if in a suit for declaration where the plaintiff is able to seek further relief he must seek that relief though he may not be in need of that further relief. In the present suit the plaintiff while seeking relief of declaration would certainly have asked for other reliefs like the reinstatement, arrears of salary and consequential benefits. He was however, satisfied with a relief of declaration knowing that the Government would honour the decree and would reinstate him. We will therefore assume that the suit for mere declaration filed by the respondent-plaintiff was maintainable, as the question of maintainability of the suit is not in issue before us.
>
> ...10. We are, therefore, of the opinion that the courts below did not exercise their jurisdiction properly and the respondent could not have sought execution of the declaratory decree when no relief was granted to him towards arrears of salary and other consequential benefits."

In the case of **Parkash Chand Khurana Etc vs Harnam Singh & Ors** decided on 28 March, 1973 and reported in 1973 AIR 2065, 1973 SCR (3) 802, the Supreme Court has held that-

> "The next contention of the appellants is that the award is merely declaratory of the rights of the parties and is therefore inexecutable. This contention is based on the wording of clause 7 of the award which provides that on the happening of certain events the respondents "shall be entitled to take back the possession". We are unable to appreciate how this clause makes the award merely declaratory. It is never a pre-condition of the executability of a decree that it must provide expressly that the party entitled to a relief under it must file an execution application for obtaining that relief. The tenor of the award shows that the arbitrator did not intend merely to declare the rights to the parties. It is a clear intendment of the award that if the appellants defaulted in discharging their obligations under the award, the respondents would be entitled to apply for and obtain possession of the property."

In **Prakash Chand v. S.S. Grewal and Ors**., reported in [1975] Cr. LJ. 679, (Full Bench) (Punjab and Haryana High Court), the petitioner had a decree in his favour declaring his dismissal from service to be illegal, void and of no effect. The Punjab Government did not reinstate him nor paid him the arrears of salary. He, therefore, filed a writ petition for taking contempt of courts proceedings against certain officials of the State Government. The Court held as under:

> "A declaratory decree, in my opinion, cannot be executed as it only declares the rights of the decree-holder qua the judgment-debtor and does not in terms, direct the judgment- debtor to do or to refrain from doing any particular act or thing. Since there is no command issued to the judgment-debtor to obey, the civil process cannot be issued for the compliance of that mandate or command. The decree-holder is free to seek his legal remedies by way of suit or otherwise on the basis of the declaration given in his favour."

In the case of **Laisram Aber Singh vs Smt. Yumnam Ningol Khangembam, Ongbi Tingong Devi** decided on 22/7/1985 reported in AIR 1986 Gau 66, the Gauhati High Court has observed that-

> "18. Applying the above principles to the facts of the instant case, I am inclined to hold that the plaintiff is entitled to a declaration of his right over the suit land as acquired by purchase. Since he also prayed for the relief of injunction his suit is not for a declaration simpliciter, but with further relief of injunction. As the Courts have found the possession to have been with the defendant jointly with her daughter and both possessing through their tenant, the relief of recovery of possession could not have been asked for against the

> defendant only, and for not asking for recovery of possession the suit would not be hit by the proviso to Section 34 of the Specific Relief Act. For enabling the plaintiff to obtain a partition of the suit land a declaration of his title to the suit land would be helpful. The decree of the trial Court declaring title of the plaintiff over the suit land is, therefore, upheld. The defendant is restrained from interfering with the plaintiff's rights and title over the suit land."

In the case of **Chitui Naga v. Onhen Kuki** reported in AIR 1984 Gau 62, Imphal Bench of the Gauhati High Court, it was pointed out that:

> ".....the provision of Section 34 of the Specific Relief Act has its origin in the fact that it was not a practice in England for Courts to make declarations of rights except as introductory to other relief which they proceeded to administer. Mere declaratory decrees were innovations which first obtained authoritative sanction by Section 50 of the Chancery Procedure Act, 1852 which run thus:
>
> "No suit shall be open to objection on the ground that a merely declaratory decree or order is sought thereby and it shall be lawful for the civil Court to make binding declarations of right without granting consequential relief. This section was judicially interpreted to mean that declaratory decree could be granted only in cases where there was some consequential relief which could be had if it had been sought. However, it has been realised that judgments and orders are usually determinations of rights in the actual circumstances of which the Court has cognizance and gives some particular relief capable of being enforced. It is, however, sometimes convenient to obtain a judicial decision upon a state of facts which has not yet arisen, or a declaration of the rights of a party without any reference to their enforcement. Such merely declaratory judgments may in appropriate cases be given, and the Court is authorised to make binding declarations of rights whether any consequential relief is or could be claimed or not. There is a general power to make a declaration whether there be a cause of action or not, and at the instance of any party who is interested in the subject matter of the declaration, and although a claim to consequential relief has not been made, or has been abandoned or refused, but it is essential that some relief should be sought, or that a right to some substantive relief should be established. A person moulds his relief according to his need. The type of further or consequential relief required to be granted will also depend on the facts and circumstances of a case."

The above various observations will answered the crux in the affirmative sense of the defendant No. 1. As admitted by Ld. Counsel for the plaintiff, the suit will be governed by O. 34 of the CPC where firstly passing preliminary decree and final decree for foreclosure of the mortgage property if succeed by the plaintiff plus the suit is purely meant for recovery of loan amount, the observations in **Vanlalveni vs Tlanglawma (supra.)** is attracted in the instant suit saying that the instant suit should be a Title Suit or a Money Suit. Thus, in this ground the finding is negative for the plaintiff. In a very nutshell, in my opinion, the suit is not maintainable as a Declaratory suit for wholesome further proceedings.

Pre-Issue No. 2
Quantum of requisite court fees

In this very well advance society, I could not avoid a holistic discussion on the points of rivalry by making giant reliance as held in the case of **Haripada Datta vs Madhusudan Datta And Ors**. decided on 4 July, 1984 reported in AIR 1985 Gau 93, the Gauhati High Court has held that-

> "9. The true criterion for determining the question of court-fee in cases of declaratory suits is the substance of the relief claimed as disclosed by the plaint taken as a whole. If the relief claimed in a suit is found in reality to be a substantive relief and not a mere consequential relief, the plaintiff must pay court fee on the substantial relief. If a substantive relief is claimed, though clothed in the garb of a declaratory decree with a consequential relief, the court is entitled to see what is the real nature of the relief and if satisfied that it is not a mere consequential relief but a substantive relief, it can demand the proper court-fee on the relief irrespective of the arbitrary valuation put by the plaintiff in the plaint. The correct method of valuation of the relief in a suit for declaration with consequential relief is to put a single valuation and the option of valuing the reliefs rests with the plaintiff as was laid down by the Supreme

Court in AIR 1958 SC 245 (Sathappa Chettiar v. Ramanathan Chettiar, In that case the Supreme Court observed:

"If the scheme laid down for the computation of fees payable in suits covered by the several sub-sections of Section 7 is considered, it would be clear that, in respect of suits falling under Sub-section (iv), a departure has been made and liberty has been given to the plaintiff to value his claim for the purposes of court-fees. The theoretical basis of this provision appears to be that in cases in which the plaintiff is given the option to value his claim, it is really difficult to value the claim with any precision or definiteness."

10. Bearing in mind the principles aforementioned the allegations made in the plaint may now be examined. In para 1 of the plaint it has been averred that the land in dispute belonged to the father of the plaintiff and on his death the plaintiff inherited his assets. In other words on the demise of late Debendra Chandra Datta the land in question passed on to the plaintiff by inheritance. The plaintiff was a minor at the time of the death of his father. Hence he was brought up by his uncle. After completion of his education, the plaintiff joined service and remained out of Karimganj, district Cachar. On his retirement from service he returned to Karimganj and requested his uncle to make over his share of property acquired by his father whilst in joint mess but his uncle late Srish Chandra Datta resorted to "shilly shallying tactics". After the death of Srish Chandra Datta, the plaintiff asked the defendants to make over his legitimate share in the suit land. But the defendants have not acceded to the request of the plaintiff. In paragraph 3, the plaintiff has alleged that he had learnt that the defendants with a view to make illegal gain and to deprive the plaintiff of his legitimate share in the suit land were determined to sell the entire holding. On these allegations the plaintiff has prayed that it be declared that he has eight annas share in the suit land. He has also prayed for an injunction to restrain the defendants from alienating any portion of the land in dispute. He has further asked for recovery of possession of his eight annas share in the said land. From the averments in the plaint it is quite manifest that the substantial relief asked for by the plaintiff is a declaratory decree. The other reliefs prayed for are consequential reliefs. According to the plaintiff, the defendants do not recognise the right and title of plaintiff in the property in question. On the contrary, in assertion of their absolute right in the said property they intend to sell the same in its entirety. The plaintiff is not in possession of that property but he cannot secure possession thereof unless it is declared that he has right, title and interest therein. The suit is, in these circumstances, covered by the provisions of Section 7(iv)(c) of the Court Fees Act, and not by Sub-clause (d) or any other sub-clause of Section 7(v) of the Act. The computation of court-fee in suits falling under Section 7(iv)(c) of the Act obviously depends upon the valuation given by the plaintiff in respect of his claim. The plaintiff, in the instant case, exercised his option and valued his claim for the purpose of court-fee. That valuation shall be the basis for determining the amount of court-fees. The order of the Court below fixing a different valuation and directing the plaintiff to pay the deficit court-fee is hence unsustainable."

It is therefore attracted the provisions of Section 17 (iii) of the Court Fees (Mizoram Amendment) Act, 1996 (Act No. 5 of 1997) vis. *'Consequential relief'*. The 42 years old precedent in the case of **Chief Inspector Of Stamps, U.P., Allahabad vs Mahanth Laxmi Narain And Ors**. decided on 29 October, 1969 reported in AIR 1970 All 488, Full Bench of the Allahabad High Court observed in respect of 'Consequential relief' that-

"18. The words 'consequential relief have not been defined in the Court-Fees Act The meaning, which should be given to a word or expression riot defined in an enactment, should be its ordinary dictionary meaning or a meaning which is necessarily implied by the context in which it is used or by the object of the provisions or by the scheme of the enactment. The ordinary dictionary meaning of the word 'consequential' is "following as a result or inference". This meaning justified the first test laid down in Kalu Ram's case, AIR 1932 All 485 (FB). The Judgment in that case does not disclose or indicate the basis for the second, third and fourth tests. There is nothing in the language of Section 7 or in the context in which the word 'consequential' has been used to support these tests. The objects of the Court-Fees Act are to collect revenue and to prevent frivolous suits being filed. Neither from these objects nor from the scheme of the Act can these three tests be necessarily implied...

...It is well settled that the Court-fees Act is a fiscal measure and is to be strictly construed in favour of the subject. (See Sri Krishna Chandra v. Mahabir Prasad, AIR 1933 All 488 (FB)). If the language of the provision is capable of two interpretations, then that interpretation should be accepted which is in favour of the subject. It must be kept in mind that the declaratory relief and the

> consequential relief falling under Section 7(iv)(a) in respect of immovable property have to be valued as one relief and that relief is the consequential relief. What has then to be seen is whether the relief, which has been prayed for as a consequential relief, is capable of valuation or not. When the Act itself provides the manner or method of valuation of a particular relief, how can it be said that that relief is incapable of valuation? If the relief, which is prayed for as a consequential relief, is specifically provided for in the Act, then it is capable of valuation and must be valued according to the provision made in respect of it; but, if the relief is one which is not specifically provided for in the Act, then it is not capable of valuation under the Act and must be valued according to the value of the immovable property in respect of which it has been prayed. Simply because an injunction is sought in conjunction with a declaratory relief, thereby becoming a consequential relief, it does not cease to be a relief of injunction. The value of the suit is the value of the consequential relief that is to say the value of the relief of injunction. The method for valuation of a relief of injunction is specifically provided in Sub-section (iv-B). Where the relief, which is prayed for as a consequential relief, is the relief of injunction, it is capable of valuation under Sub-section (iv-B) and must be valued according to the provisions of this subsection.
>
> 24. In Suit No. 83 of 1953, out of which the special appeals arise, both the Civil Judge as well as the learned Single Judge in appeal have held that the suit was for a declaratory decree in which the consequential relief of injunction was prayed for and was, therefore, governed by Sub-section (iv) (a). This finding is correct. The consequential relief sought was for an injunction, restraining the defendants from obstructing the plaintiffs from using the hall belonging to the Mandali. The Civil Judge held that the relief of injunction was in respect of immovable property, that it was incapable of valuation and, therefore, must be valued at the market value of the immovable property (hall) which was Rs. 12,000/-. The learned Single Judge held that the relief of injunction was not in respect of any immovable property and that the court-fee was payable on the amount at which the two reliefs were valued in the plaint, i.e., Rs. 5,200/-. Both these views are erroneous. The injunction is clearly in respect of immovable property, i.e., the hall, and this relief is capable of valuation. As held above, the suit has to be valued according to the value of the relief of injunction and the relief of injunction has to be valued in accordance with the provisions of Sub-section (iv-B)."

Very obviously, a suit for recovery of loan amount governed by O. 34 of CPC aiming to foreclosure of mortgage property could not be adjudicated without any consequential relief. I therefore declined to follow the submission of Ld. Counsel for the plaintiff in this point. Bearing mind the above legal notions and principles, Rs. 30/- only as court fees stamp (affixed in the instant suit) is not enough and insufficient in the instant case where consequential relief is prayed for the valuation of the suit can be estimated at above Rs. 6 lakhs and the requisite court fees in terms of the suit valuation in the Court Fees (Mizoram Amendment) Act, 1996 (Act No. 5 of 1997) is required to make up by the plaintiff.

OTHER FINDINGS

Failure of Amendment of plaint after newly impleadment

Failure of the plaintiff to amend the plaint after impleadment of defendant No. 8 is also laches like in the civil proceedings under 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 stage after impleadment is 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.

Lack of specific valuation of suit in the plaint

No specific valuation of the suit is found in the submissions in the plaint. It is a well settled law that valuation of the suit is not only for the purpose of court fees but also meant to determine the pecuniary jurisdiction of court. In respect of improper valuation of the suit, valuation of the suit is not only for the purpose of paying the Court Fees but it also plays an important role for determining the pecuniary jurisdiction of the Civil Court in the light of S. 15 of the CPC as held in the case of **Ratan Sen alias Ratan Lal Vs. Suraj Bhan & Ors**. AIR 1944 All 1. Furthermore, in **Sri Rathnavarmaraja Vs. Smt. Vimla**, AIR 1961 SC 1299, the Supreme Court held that whether proper court fee has been paid or not, is an issue between the plaintiff and the state and that the defendant has no right to question it in any manner. The said judgment of the Apex Court was re-considered and approved in **Shamsher Singh Vs. Rajinder Prashad & Ors.** AIR 1973 SC 2384, observing as under:-

> "The ratio of that decision was that no revision on a question of court fee lay where no question of jurisdiction was involved"

ORDER

In the lengthy discussions of the above lacunae/irregularities, I find that such laches will cause disposal of the suit on merit. Hence, by virtue of O. VII. R. 11 of the CPC, the plaint is rejected at this threshold as remedial measure remains alive under O. VII, R. 13 of the CPC in favour of the plaintiff. No order as to costs.

The case shall stand disposed of

Give this order copy to all concerned.

Dr. H.T.C. LALRINCHHANA
Senior Civil Judge- 3
Aizawl District: Aizawl

Memo No. DS/24/2010, Sr. CJ (A)/ Dated Aizawl, the 2nd Feb., 2011

Copy to:

1. Smt. Zohmingliani W/o Vanlalduha, Chanmari: Aizawl through Mr. Joel Joseph Denga, Adv.
2. Mr. R. Lalzirliana S/o Rev. P.D. Sena (L), Venghlui: Aizawl through Smt. Lalthlamuani, Adv.
3. The State of Mizoram Through the Chief Secretary, Govt. of Mizoram through Mr. R. Lalremruata, AGA
4. The Director, Land Revenue and Settlement Department, Govt. of Mizoram through Mr. R. Lalremruata, AGA
5. The ASO- II, Aizawl District: Aizawl through Mr. R. Lalremruata, AGA
6. Mr. M.S. Dawngliana S/o Lunghnema (L), Chawlhhmun, Aizawl: Aizawl District
7. P.A to Hon'ble District & Sessions Judge, Aizawl Judicial District-Aizawl
8. Case record

PESKAR