

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

*MONEY SUIT NO. 127 OF 2011*

*Plaintiff:*

Smt. Hrangchhuana  
S/o Hrankima  
Luangmual, Aizawl

*By Advocate's* : Mr. C. Lalrinchhunga

*Versus*

*Defendants:*

Smt. Zosangzuali  
D/o Upa Zoramkunga  
Upper Republic, Aizawl

*By Advocate's* : Smt. C. Lalremruati

Date of hearing : 19-07-2012

Date of Judgment & Order : 20-07-2012

**BEFORE**

Dr. H.T.C. LALRINCHHANA, MJS  
Senior Civil Judge- 1  
Aizawl District: Aizawl

**JUDGMENT & ORDER**

**GENESIS OF THE CASE**

The plaintiff in his plaint submitted that as applied by the defendant, he lend Rs. 2,50,000/- (Rupees two lakhs and fifty thousand) to the defendant in various occasions. Due to close relationship, no written documents was executed for the said purpose, as the defendant fails to repay the said liabilities, the plaintiff approached the Lok Adalat, the defendant remain fails to cooperate the proceedings at Lok Adalat and hence the case. The plaintiff therefore prays that (i) a decree in his favour (ii) to pass a decree directing the defendant to pay Rs. 2,50,000/- (Rupees two lakhs and fifty thousand) (iii) costs of the suit (iv) any other relief which this court deems fit and proper. Court fees at Rs. 5000/- is also paid by the plaintiff.

Although engaged learned advocate, the defendant failed to file written statement and also fails to produce her evidence if any and also further fails

to appear the court for cross examination of witnesses of the plaintiff whilst notice was duly served to the defendant.

### **POINTS FOR DETERMINATION**

Although ex parte proceedings, the following points should determine the case namely-

1. Whether the suit is maintainable or not
2. Whether the plaintiff is entitled to the relief claimed or not. If so, to what extend.

### **BRIEF ACCOUNT OF EVIDENCE**

The plaintiff had produced the following witnesses namely-

1. Mr. Hrangchhuana S/o Hrangkima (L), Luangmual- Aizawl (Hereinafter referred to as PW-1)
2. Smt. Saihlupuii W/o Hrangchhuana, Luangmual- Aizawl (Hereinafter referred to as PW-2)

The **PW-1** in his examination in chief mainly affirmed the averments and submissions in the plaint being the plaintiff himself. None appeared to cross examine the said PW although given a chance to the defendant.

The **PW-2** in her examination in chief deposed that as the plaintiff is her husband she knew that the defendant approached the plaintiff for lending Rs. 2,50,000/- (Rupees two lakhs and fifty thousand) and also further witnessed that the plaintiff lend the said sum to the defendant. She further knew the proceedings at Lok Adalat as mentioned in the plaint. None appeared to cross examine the said PW although given a chance to the defendant.

Although given ample time to the defendant for her evidence, she failed to produce her evidence without knowing reasons.

### **FINDINGS**

#### **Issue No. 1**

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

The plaintiff fully make up deficiency of court fees accruing Rs. 5000/-, plaint is duly supported by proper verification with affidavits. Thus, this issue is decided in favour of the plaintiff.

#### **Issue No. 2**

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

In view of corroborated deposition of PWs, I have no choice except to grant relief as prayed in the plaint viz. Rs. 2,50,000/- (Rupees two lakhs

and fifty thousand) with interest rate @ 6% per annum with effect from 24/10/2011 (When institution of the suit) till realization by virtue of section 34 of the Code of Civil Procedure, 1908.

### **ORDER**

In view of the afore findings and hearing of learned counsel of the plaintiff, it is hereby DECREED and ORDERED that the defendant is directed to pay Rs. 2,50,000/- (Rupees two lakhs and fifty thousand) with interest rate @ 6% per annum with effect from 24/10/2011 (When institution of the suit) till realization. Furthermore, as held mandatory by Hon'ble Supreme Court that costs of the suit is the essence of justice like in the instant case as very recently held in the case of **Vinod Seth vs Devinder Bajaj & Anr.** disposed of on 5 July, 2010 in connection with Civil Appeal No. 4891 of 2010 [Arising out of SLP [C] No.6736 of 2009], the defendant is directed to pay costs of Rs. 5000/- (Five thousand rupees) in respect of court fees + Rs. 3000/- (Rupees three thousand) on account of typing, transportation, time spent for the suit with an interest rate @ 6% per annum till realization with effect from today.

The case with Misc. J. N. 234 of 2011 shall stand disposed of in the above terms.

Give this order copy to all concerned.

Given under my hand and seal of this court on this 20<sup>th</sup> July, 2012 Anno Domini within the premises and during the working hours of this court and is pronounced in an open court.

**Dr. H.T.C. LALRINCHHANA**

Senior Civil Judge- 1  
Aizawl District: Aizawl

Memo No. MS/127/2011, Sr. CJ (A)/      Dated Aizawl, the 20<sup>th</sup> July, 2012

Copy to:

1. Smt. Hrangchhuana S/o Hrangkima, Luangmual, Aizawl through Mr. C. Lalrinchhunga, Adv.
2. Smt. Zosangzuali D/o Upa Zoramkunga, Upper Republic, Aizawl through Smt. C. Lalremruati, Adv.
3. P.A. to Hon'ble District & Sessions Judge, Aizawl Judicial District- Aizawl
4. Case Record

PESKAR