

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

*TITLE SUIT NO. 02 OF 2012*

*Plaintiff:*

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

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

*Versus*

*Defendants:*

1. Mr. R. Laldingngheta  
S/o M. Manliana  
Proprietor of Naomi Enterprise  
H. No. F-75  
Khatla, Aizawl

2. Smt. Zachungnungi  
D/o Lalchhawna  
Khatla Lower- I, Aizawl

*By Advocate's* : \_\_\_\_\_

Date of hearing : 16-03-2012

Date of Order : 16-03-2012

**BEFORE**

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

**ORDER**

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This is a suit for foreclosure and sale of the mortgaged landed properties under LSC No. Azl. 1186 of 1992 belonging to the defendant no. 1 and also a preliminary decree for payment of loan amount at Rs. 7,80,658/- (Rupees seven lakhs, eighty thousand, six hundred and fifty eight) with interest rate at 13% per annum with effect from 31-01-2012 till realization meant to redemption of the mortgaged property. The plaintiff constituted under the State Bank of India Act, 1955 carrying business under the Banking Regulation Act, 1949 sanctioned secured loan amounting to Rs. Six (6) lakhs to the defendant no. 1 by mortgaging LSC No. Azl. 1186 of 1992 belonging to the defendant no. 1 with an interest rate at 13% per annum by executing agreement. Since the defendant no.1

breach the agreement for repayment of the said amount. The instant suit had arisen. The advoletum court fees at Rs. 10,800/- is also paid by the plaintiff.

The defendant no. 1 on behalf of the defendants appeared the court and admitted all averments and submissions in the plaint in toto.

Upon hearing of both parties and on perusal of case records, I am satisfied that no issues on any question of law or of fact had arisen in the instant suit for further proceeding of the case. O. XII, R. 6 of the CPC reads thus-

**“6. Judgment on admissions—** (1) Where admissions of fact have been made either in the pleading or otherwise, whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admissions.

(2) Whenever a judgment is pronounced under sub-rule (1) a decree shall be drawn upon in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced.”

Reliance may also be taken in **Divisional Manager, United India Insurance Co. Ltd. and Anr. Vs. Samir Chandra Chaudhary** in connection with Appeal (civil) 3663 of 2005 decided on 14/07/2005 reported in 2005 (1) Suppl. SCR 613, 2005 (5) SCC 784, 2005 (5) SCALE 470, 2005 (6) JT 289, it was held that-

“The effect of admission is that it shifts the onus on the person admitting the fact on the principle that what a party himself admits to be true may reasonably be presumed to be so, and until the presumption is rebutted, the fact admitted must be taken to be established. An admission is the best evidence that an opposing party can rely upon, and though not conclusive is decisive of matter, unless successfully withdrawn or proved erroneous. (See *Narayan Bhagwantrao Gosavi Balajiwale v. Gopal Vinayak Gosavi and Ors.*, AIR (1960) SC 100).”

Thus, as inevitably, preliminary decree is opined to pass on today in the following terms.

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 30.01.2012 is the sum of Rs. 7,80,658/- (Rupees seven lakhs, eighty thousand, six hundred and fifty eight) with interest rate at 13% per annum with effect from 31-01-2012 till

realization, the sum of Rs. 5000/- for costs, charges and expenses (other than the costs of the suit) properly incurred by the plaintiff in respect of the mortgage-security, together with interest thereon, and the sum of Rs. 20,800/- (Rs. 10,800/- for court fees stamp + Rs. 10,000/- for Pleader's fee) for the costs of this suit awarded to the plaintiff with 13% interest per annum with effect from this day till realization. And it is hereby ordered and decreed that the defendants do pay into Court on or before for 17<sup>th</sup> day of April, 2012 or any later date up to which time for payment may be extended by the Court of the said sum till realization.

To epitomize, if the defendant remains fail to make repayment of the above accrued amount on or before 17<sup>th</sup> April, 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.

Given under my hand and seal of this court on this 16<sup>th</sup> March, 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. TS/2/2012, Sr. CJ (A)/

Dated Aizawl, the 16<sup>th</sup> March, 2012

Copy to:

1. State Bank of India, Mission Veng Branch- Aizawl Represented by its Chief Manager through Mr. M.M. Ali, Advocate
2. Mr. R. Laldingngheta S/o M. Manliana, Proprietor of Naomi Enterprise No. F-75, Khatla, Aizawl through Mr. M.M. Ali, Advocate
3. Smt. Zachungnungi D/o Lalchhawna, Khatla Lower- I, Aizawl through Mr. M.M. Ali, Advocate
4. P.A. to Hon'ble District Judge, Aizawl Judicial District- Aizawl
5. Case record

PESKAR