

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

CIVIL SUIT NO. 37 OF 2011

Plaintiff:

Vijaya Bank
Head Office at No. 41/2, M.G. Road
Bangalore, 560001
Represented by the Chief Manager
Bara Bazar Branch, Aizawl
796001

By Advocates

: 1. Mr. W. Sam Joseph
2. Mr. Hranghmingthanga Ralte
3. Mr. F. Lalengiana
4. Mr. Francis Vanlalzuala
5. Mr. C. Lalfakzuala

Versus

Defendants:

1. Mr. C. Zodingiana
S/o Vanlalenga (L)
Proprietor- 'SYMBIOSIS'
G-3 Lalbuaia Shopping Complex
Zarkawt, Aizawl
R/O C-24, Mission Venglai, Aizawl

2. Mr. Vanlalzuiliana
S/o Tawnzavavunga
B-62, Dawrpui Vengthar, Aizawl

3. Smt. Rohmingthangi
W/o Late Vanlalenga
Cashier, ZEDA
Residing at C-24
Mission Venglai, Aizawl

By Advocates

: 1. Mr. C. Lalrinchhunga
2. Mr. H. Lalmuankima
3. Mr. K. Lahnunhlma

Date of hearing : 03-05-2012

Date of Judgment & Order : 03-05-2012

BEFORE

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

ORDER

This is a suit for foreclosure and sale of the mortgaged landed properties under LSC No. 654 of 1973 and also a preliminary decree for payment of loan amount at Rs. 8,98,676/- (Rupees eight lakhs, ninety eight thousand, six hundred and seventy six) with interest rate at 13.25% (Interest of 11.25 % + penal interest of 2% for default) with effect from 13th March, 2011. The advolerum court fees at Rs. 11,000/- is also paid by the plaintiff.

Although the stage is at evidence, 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.”

The terms of admissions of both parties is that the defendants will pay the principal amounts at Rs. 8,98,676/- (Rupees eight lakhs, ninety eight thousand, six hundred and seventy six) without interest within one month through the court, failing on which interest will be counted as submitted in the plaint against the defendants.

Fixed- 04-06-2012 for payment of decretal amount @ Rs. 8,98,676/- (Rupees eight lakhs, ninety eight thousand, six hundred and seventy six) by the defendants.

Give this copy to both parties.

Dr. H.T.C. LALRINCHHANA

Senior Civil Judge- 1
 Aizawl District: Aizawl

Memo No. CS/37/2011, Sr. CJ (A)/

Dated Aizawl, the 3rd May, 2012

Copy to:

1. Vijaya Bank Represented by the Chief Manager, Bara Bazar Branch, Aizawl through Mr. W. Sam Joseph Adv.
2. Mr. C. Zodingliana S/o Vanlalenga (L), Proprietor- 'SYMBIOSIS' G-3 Lalbuaia Shopping Complex, Zarkawt, Aizawl R/O C-24, Mission Venglai, Aizawl through Mr. C. Lalrinchhunga, Adv.
3. Mr. Vanlalzuiliana S/o Tawnzavavunga, B-62, Dawrpui Vengthar, Aizawl through Mr. C. Lalrinchhunga, Adv.
4. Smt. Rohmingthangi W/o Late Vanlalenga, Cashier, ZEDA Residing at C-24, Mission Venglai, Aizawl through Mr. C. Lalrinchhunga, Adv.
5. Case record

PESKAR