

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

*MONEYSUIT NO. 83 OF 2012*

*Plaintiff:*

Vijaya Bank  
(Owned by the Govt. of India)  
Head Office at No. 41/2, MG Road  
Bangalore  
Represented by:  
Branch Manager  
Bara Bazar, Aizawl

*By Advocate's* : Mr. Zochhuana

*Versus*

*Defendants:*

1. Piyush Dhawan  
S/o Mr. H.C. Dhawan  
263, Ambika Vihar  
Pachim Vihar, New Delhi- 87
2. Mr. H.C. Dhawan  
Conservator of Forest (Retd.)  
Govt. of Mizoram, Aizawl  
263, Ambika Vihar  
Pachim Vihar, New Delhi- 87

*By Advocates* : \_\_\_\_\_

Date of hearing : 12-11-2012

Date of Judgment & Order : 12-11-2012

**BEFORE**

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

**JUDGMENT & ORDER**

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This is a suit for recovery of Rs. 3,64,812.37/- (Rupees three lakhs, sixty four thousand, eight hundred twelve and thirty seven paisa) due to the plaintiff compounded with an interest at 13.75 % per annum with penal interest at the rate of 2% with effect from July, 2007 till realization in full from the defendants. As per the agreements of parties, the plaintiff Bank realized loan amounting to Rs. 4,00,000/- (Rupees four lakhs) as

educational loan to the defendant no. 1 un Account No. 721507110250009 as per sanction No. SM/KPR/101/05 Dt. 11/2/2005, the defendant no. 2 stood as guarantor with a condition to repay the same with interest on or before 1/7/2012 or in 60 equated monthly installments w.e.f. July, 2007. The defendants thereby failed to repay the same in time hence the instant suit. Court fees at Rs. 11,000/ is also paid in full.

The defendants filed a small type of affidavit admitting the claim of the plaintiff but due to further continuation of Ph. D by the defendant no. 1, defendants prayed more time for recovery with effect from December, 2014 with equal installments at Rs. 10,000/- per month. As length of recovery is already covenanted as submitted in the plaint, such prayer cannot be taken in this court without the permission of the plaintiff which they cannot accept such plea.

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, it is hereby ORDERED and DECREED that the defendants are directed to repay the loan outstanding amounts @ Rs. 3,64,812.37/-

(Rupees three lakhs, sixty four thousand, eight hundred twelve and thirty seven paisa) due to the plaintiff compounded with an interest at 13.75 % per annum with penal interest at the rate of 2% with effect from July, 2007 till realization in full. The defendants are further directed to realize the said amount within two months from the date of this order. However, being the guarantor, the defendant no. 2 will also be liable for recovery of the same by means of execution process to be filed by the plaintiff in terms of agreements with the plaintiff Bank.

Due to fair admission of liabilities, no order as to costs of the suit.

With this order, the case shall stand disposed of

Give this copy with decree to both parties.

Given under my hand and seal of this court on this 12<sup>th</sup> Nov., 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/83/2011, Sr. CJ (A)/      Dated Aizawl, the 12<sup>th</sup> Nov., 2012

Copy to:

1. Branch Manager, Vijaya Bank, Bara Bazar, Aizawl through Mr. Zochhuana, Adv.
2. Piyush Dhawan S/o Mr. H.C. Dhawan 263, Ambika Vihar, Pachim Vihar, New Delhi- 87 through Mr. Zochhuana, Adv.
3. Mr. H.C. Dhawan, Conservator of Forest (Retd.), Govt. of Mizoram, Aizawl R/o 263, Ambika Vihar, Pachim Vihar, New Delhi- 87 through Mr. Zochhuana, Adv.
4. P.A. to Hon'ble District Judge, Aizawl Judicial District- Aizawl
5. Case record

PESKAR