

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

**Form No. (J) 29 (iii)  
Preliminary Decree for Foreclosure or sale  
[Order XXXIV, Rule 2 (3) and 4 (4) of CPC]**

CIVIL SUIT NO. 83 OF 2012

Plaintiff:

Mizoram Rural Bank  
Treasury Square Branch, Aizawl  
Represented by its Branch Manager

*By Advocate's* : Mr. L.R. Thuanga

*Versus*

Defendants:

1. Smt. Lalfakzuali  
Prop. M/S El Cee Enterprise  
Bazaar Bungkawn, Aizawl
2. Mr. Lianhmingthanga  
S/o Thansanga (L)  
Chhangurkawn, Luangmual  
Aizawl- Mizoram
3. Mr. Thankunga  
S/o Selsavunga  
Vengchhak, Hualngohmun  
Aizawl District

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

Date of Decree : 23-10-2012  
Date of Judgment & Order : 23-10-2012

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

This suit coming on this 23<sup>rd</sup> Oct., 2012, etc.; It is hereby declared that the amount due to the plaintiff on his mortgage mentioned in the plaint calculated up to 17.08.2012 is the sum of Rs. 5,31,008/- (Rupees five lakhs, thirty one thousand and eight) with interest rate at 13.75 % per annum with effect from 18-08-2012 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. 18,324/- (Rs. 8,324/- for court fees

stamp + Rs. 10,000/- for Pleadar's fee) for the costs of this suit awarded to the plaintiff with 13.75% interest per annum with effect from this day till realization.

2. And it is hereby ordered and decreed as follows:—

(i) that the defendants do pay into Court on or before for 23<sup>rd</sup> Nov., 2012 or any later date up to which time for payment may be extended by the Court of the said sum till realization;

(ii) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the defendant, or to such person as he appoints, and the plaintiff shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all encumbrances created by the plaintiff or any person claiming under him or any person under whom he claims and free from all liability whatsoever arising from the mortgage or this suit and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property.

3. And it is hereby further ordered and decreed that, in default if payment as aforesaid, the plaintiff may apply to the Court for a final decree that the defendant shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the Schedule annexed hereto and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property; and that the parties shall be at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

**Schedule**  
**Description of the mortgaged property**

Land Settlement Certificate No.: 105206/01/182 of 2005

Area: 291.20 Sq. m

Location: Vengchhak, Hualngohmun

Given under my hand and seal of this court on this 23<sup>rd</sup> Oct., 2012.

**Judge**