

**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. 84 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. Vanlalmuanpuii
Prop. M/S Joseph's Enterprise
Tuikual 'A', Aizawl
2. Smt. Lalrintluangi
D/o Lalkunga
LDC, State Planning Board
Aizawl- Mizoram

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 23rd 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. 5,16,610/- (Rupees five lakhs, sixteen thousand, six hundred and ten) 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 Pleader'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 23rd 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.: 104605/01/352 of 2009

Area: 945.00 Sq. m

Location: Lungleng-I

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

Judge