

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

MONEY SUIT NO. 42 OF 2011

Plaintiffs:

1. Mr. Lalbiakhluna
S/o Sangliana
Dawrpui Vengthar, Aizawl
2. Mr. Varhmasawna
S/o V. Sanglura
Venghlui, Aizawl

By Advocates

: 1. Mr. C. Lalrinpuia
2. Mr. R. Lalawmpuia

Versus

Defendants:

1. Mr. Z.H. Ropuia
Z. Rosanga (L)
Zuangtui, Aizawl
2. Mr. H.D. Lalnunvula
S/o Zahmingthanga
Venghlui, Aizawl

By Advocate's

: Mr. Reuben L. Tochhawng

Date of hearing

: 22-10-2012

Date of Judgment & Order

: 22-10-2012

BEFORE

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

JUDGMENT & ORDER

This is a suit for recovery of Rs. 9,00,000/- (Rupees nine lakhs) due to the plaintiffs by the defendants in terms of their agreement Dt. 14/5/2009 wherein, the defendant no. 1 agreed to repay his borrowed amounts @ Rs. 13 lakhs + Rs. 1 lakh during July, 2009 with interest rate @ 5% per month.

Although the defendants filed written statements and proceed the case till evidence, learned counsels for both parties appeared and agreed

and admitted that the outstanding principal liabilities of the defendant no. 1 to the plaintiffs falls Rs. 9 lakhs. Howsoever, interest rate @ 5 % per month is also in violation of the provision of law. Learned counsel for the plaintiff also fairly admitted that excessive rate of interest higher than the rate permissible by the Reserve Bank of India is illegal and cannot be decreed. Parties fairly admitted that they are not in a dispute on the law and facts of the case.

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 defendant no. 1 is directed to repay the loan outstanding amounts @ Rs. 9,00,000/- (Rupees nine lakhs) with interest rate @ 13% per annum with effect from 14/5/2009 till realization in full to the plaintiffs. The defendant no. 1 is further directed to realize the said amount within two months from the date of this order.

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 to both parties.

Given under my hand and seal of this court on this 22nd Oct., 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/42/2011, Sr. CJ (A)/

Dated Aizawl, the 22nd Oct., 2012

Copy to:

1. Mr. Lalbiakhluna S/o Sangliana, Dawrpui Vengthar, Aizawl through Mr. C. Lalrinpuia, Adv.
2. Mr. Varhmasawna S/o V. Sanglura, Venghlui, Aizawl through Mr. C. Lalrinpuia, Adv.
3. Mr. Z.H. Ropuia S/o Z. Rosanga (L), Zuangtui, Aizawl through Mr. Reuben L. Tochhawng, Adv.
4. Mr. H.D. Lalnunvula S/o Zahmingthanga, Venghlui, Aizawl through Mr. Reuben L. Tochhawng, Adv.
5. P.A. to Hon'ble District Judge, Aizawl Judicial District- Aizawl
6. Case record

PESKAR