

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

TITLE SUIT NO. 24 OF 2011

Plaintiff:

State Bank of India
Mission Veng Branch- Aizawl
Represented by its Chief Manager

By Advocate's : Mr. M.M. Ali

Versus

Defendants:

1. Smt. Lalsangzuali
Shop No. 132
Solomons Cave, Zodin Square
Aizawl
2. Smt. Lalnunthangi Chhakchhuak
D/o C. Huala (L)
H. No. B-68
Upper Republic, Aizawl

By Advocates : _____

Date of hearing : 10-10-2012
Date of Judgment & Order : 10-10-2012

BEFORE

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

JUDGMENT & ORDER

This is a suit for foreclosure and sale of the mortgaged landed properties under LSC No. 103701/01/351 of 2003 belonging to the defendant no. 2 and also a preliminary decree for payment of loan amount at Rs. 4,77,979/- (Rupees four lakhs, seventy seven thousand and nine hundred and seventy nine) with interest rate at 13.25% with effect from 21-03-2011 till realization meant to redemption of the mortgaged property. The plaintiff constituted under the State Bank of India Act, 1955 carrying business under the Banking Regulation Act, 1949 sanctioned secured loan amounting to Rs. 4,00,000/- to the defendant no. 1 by mortgaging LSC No. 103701/01/351 of 2003 belonging to the defendant no. 2 with an interest

rate at 13.25% per annum by executing agreement on 15th July, 2005. Since the defendant no.1 breach the agreement for repayment of the said amount. The instant suit had arisen. The ad-valorem court fees at Rs. 7,580/- is also paid by the plaintiff.

Learned counsel for the plaintiff and the defendant in person appeared. 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.”

Thus, by taking reliance in the case of **Kumar Sudhendu Narain Deb vs Mrs. Renuka Biswas And Ors** decided on 13 November, 1991 and reported in 1992 AIR 385, 1991 SCR Supl. (2) 233 and as per the findings mentioned above, preliminary decree in the following terms is granted/awarded that due to the plaintiff on his mortgage mentioned in the plaint calculated up to 20.03.2011 is the sum of Rs. 4,77,979/- (Rupees four lakhs, seventy seven thousand and nine hundred and seventy nine) with interest rate at 13.25% with effect from 21-03-2011 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. 17,580/- (Rs. 7,580/- for court fees stamp + Rs. 10,000/- for Pleader's fee) for the costs of this suit awarded to the plaintiff with 13.25% interest per annum with effect from this day till realization. And it is hereby ordered and decreed that the defendants do pay into Court on or before for 9th November, 2012 or any later date up to which time for payment may be extended by the Court of the said sum till realization.

To epitomize, if the defendant remains fail to make repayment of the above accrued amount on or before 9th November, 2012, the said mortgage landed property will be liable to foreclosure and sale as final decree.

Parties also have a right to approach the court when changes of the circumstances and situations occur even during the above stipulated period. Preliminary decree shall be drawn forthwith.

Give this copy along with preliminary decree to both parties.

Given under my hand and seal of this court on this 10th 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. TS/24/2011, Sr. CJ (A)/

Dated Aizawl, the 10th Oct., 2012

Copy to:

1. State Bank of India, Mission Veng Branch- Aizawl Represented by its Chief Manager through Mr. M.M. Ali, Advocate
2. Smt. Lalsangzuali, Shop No. 132, Solomons Cave, Zodin Square, Aizawl through Mr. M.M. Ali, Advocate
3. Smt. Lalnunthangi Chhakchhuak D/o C. Huala (L), H. No. B-68, Upper Republic, Aizawl through Mr. M.M. Ali, Advocate
4. Case record

PESKAR