

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

*MONEY SUIT NO. 74 OF 2012*

*Plaintiff:*

Mizoram Rural Bank  
Aizawl Branch, Zarkawt, Aizawl  
Represented by its Branch Manager

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

*Versus*

*Defendants:*

1. Mr. Lalbiakhlua Renthlei  
Prop. MS Enterprise  
S/o Lalbiaksanga (L)  
H. No. D/52  
Bethlehem Veng, Aizawl
2. Mr. Zarzoliana Pachuau  
X. Ray Technician  
Civil Hospital, Aizawl
3. Smt. Lalruatlani  
Chaltlang Lily Veng, Aizawl

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

Date of hearing : 07-09-2012

Date of Judgment & Order : 07-09-2012

**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. 6,50,532/- (Rupees six lakhs, fifty thousand, five hundred and thirty two) due to the plaintiff compounded with an interest at 13.75 % per annum with effect from 10/05/2012 till realization in full from the defendants. As per the agreements of parties Dt. 26/09/2006, the plaintiff Bank realized loan amounting to Rs. 3,00,000/- (Rupees three lakhs) with an interest rate @ 13.75 % per annum. Another loan amounting to Rs. 5 lakhs was also disbursed to the defendant no. 1 by

an agreement on 14.10.2008. The defendants thereby failed to repay the same in time hence the instant suit.

The defendants 1 and 2 appeared the court on today and admitted all averments and submissions in the plaint in toto in respect of the quantum of outstanding amount and liability to the defendant no. 1.

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. 6,50,532/- (Rupees six lakhs, fifty thousand, five hundred and thirty two) due to the plaintiff compounded with an interest at 13.75 % per annum with effect from 10/05/2012 till realization in full. The defendants are further directed to pay costs of the suit at Rs. 10,000/- as lawyer's fee with an interest rate at 13.75 % per annum with effect from today. The defendant no. 1 is further directed to realize the said amount within two months from the date of this order.

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 7<sup>th</sup> Sept., 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/74/2012, Sr. CJ (A)/

Dated Aizawl, the 7<sup>th</sup> Sept., 2012

Copy to:

1. Mizoram Rural Bank, Aizawl Branch, Zarkawt, Aizawl Represented by its Branch Manager through Mr. L.R. Tuanga Sailo, Adv.
2. Mr. Lalbiakhlua Renthlei Prop. MS Enterprise S/o Lalbiaksanga (L), H. No. D/52, Bethlehem Veng, Aizawl through Mr. L.R. Tuanga Sailo, Adv.
3. Mr. Zarzoliana Pachuau, X. Ray Technician, Civil Hospital, Aizawl through Mr. L.R. Tuanga Sailo, Adv.
4. Smt. Lalruatlani, Chaltlang Lily Veng, Aizawl through Mr. L.R. Tuanga Sailo, Adv.
5. P.A. to Hon'ble District Judge, Aizawl Judicial District- Aizawl
6. Case record

PESKAR