

IN THE COURT OF THE ADDITIONAL DISTRICT JUDGE
AIZAWL JUDICIAL DISTRICT : AIZAWL

P R E S E N T

Mrs. Helen Dawngliani
Addl.District & Sessions Judge

Money Suit No. 3/2014

Zoram Industrial Development Corporation(ZIDCO)

Represented by its Managing Director

New Secretariat Complex, Aizawl

..... Appellant

Versus

1. Thangzamanga
S/o LV Thanga
R/o Chaltlang, Aizawl

2. Laltawnliana
S/o Chawnga
R/o Hunthar Veng, Aizawl

..... Respondents

Date of Hearing 15.7.2014

Date of Order 24.7.2014

A P P E A R A N C E

For the Appellant Mr.A.R.Malhotra Advocate

For the Respondent no.1 Mr.J.C.Lalnunsanga
Advocate

For Respondent No.2 None

J U D G M E N T & O R D E R

1. The present suit is filed u/s 31 of the State Financial Corporation Act, 1951 for sale of the property mortgaged in favour of the petitioner as security for the loan taken by the

Respondents No.1 & 2 and for for enforcing the liability of the respondents.

2. Notices were issued to the respondents. Respondent No.1 submitted written statement and stated inter alia that as his economic condition is not sound and there is no likelihood of him repaying the loan, the mortgaged property may be auctioned and respondent no.1 also submitted that his guarantor, Respondent No.2 died in the year 2013.
3. Brief Facts :-

In the year 1990, the Respondent No.1 obtained loan amounting to Rs.5,00,000/- from the petitioner for running automobile workshop named LM Motor works at Zwmabawk. The loan carried an interest @ 12.5% pa and was to be repaid in 8 years including a moratorium period of 1 year. Respondent No. 2 stood as the Guarantor. The Respondent No.1 had also executed a Mortgaged deed dt.19.3.1990 whereby he had mortgaged LSC No.Azl.3070 of 1987 registered in the name of Paumeigena S/o Lalkhawjama R/o Zemabawk, Beraw Veng, Aizawl as security for the said loan. But the Respondents failed to repay the loan. Notices were sent in vain leading to the present suit.

4. The respondent No.1 does not deny having obtained loan from the petitioner. He also does not deny that he defaulted in repayment. The Ld. Counsel for the Respondent No.1 fairly submitted that the Respondent no.1 must have repaid about Rs.10,000/- of the said loan. However, due to various difficulties, the respondent could not make further repayment. The Ld. Counsel therefore submitted that the mortgaged property i.e LSC No.Azl.3070 of 1987 may be auctioned and that any remainder from the sale proceed may be given to the respondent no.1. It is also submitted by the respondent no.1 that respondent no.2 who is the guarantor died in the year 2013.
5. As consented by the parties and in view of the fact that the Respondent No.1 does not deny taking loan and failing to repay the same and as he has no objection to the loan being secured by auction sale of the mortgaged land under LSC No.Azl.3070 of 1987 the suit is disposed off with the following Order.

O R D E R

It is thus ordered that the landed property under LSC No.Azl.3070 of 1987 shall be given on public auction. The sale proceed will be utilized for recovery the loan in question in terms of the Agreement executed between the parties at the time of obtaining loan. Needless to say, in the event of any amount being left over from the sale proceed, the same shall be handed over to the land owner/Respondent No.1

With the above Order, the suit stands disposed off.

Pronounced in open court and given under my hand and the seal of this court on this the 24th day of July, 2014.

Sd/-HELEN DAWNGLIANI

Additional District Judge

Aizawl Judicial District ; Aizawl

Memo No. AD & SJ/2014 : Dated Aizawl, the 24th July, 2014

Copy to: -

1. Plaintiffs through Counsel Mr. A. Rinliana Malhotra, Advocate.
2. Respondent no.1 through counsel Mr. J.C.Lalnunsanga Advocate.
3. Registration Section.
4. Guard File.
5. Case Record.
6. Calendar Judgment.

P E S H K A R