

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

Civil Suit No. 59/2012

ShriC.Chawngnhnuna  
S/o Vanlalberema  
R/o ChhingaVeng, Aizawl

.....

Plaintiff

-Versus-

1. Smt. Rokhumi  
W/o Dokhuma (L)  
R/o College Veng, Aizawl.

2. ShriF.Lalrinmawia  
S/o Dokhuma (L)  
R/o College Veng, Aizawl.

.....

Defendants

**BEFORE**

**T. Lalhmachhuana, Civil Judge -1**

Counsel for the Plaintiff : ShriF.Lalengliana, Advocate.

Counsel for the Defendants : ShriLalhriatpuia, Advocate.

Date of hearing : 02.11.2017

Date of Judgment& Order : 01.12.2017

**JUDGMENT AND ORDER**

**Dated Aizawl, the 1<sup>st</sup>December, 2017**

1. This is a suit filed by ShriC.ChawngnhnunaS/o Vanlalberemathrough legal representative Smt. C.Rohliri W/o VanlalsiamaFanai R/o Electric Veng, Aizawl against Smt. RokhumiW/o Dokhuma (L) R/o College Veng, Aizawl and ShriF.Lalrinmawia S/o Dokhuma (L) R/o College Veng,Aizawlfor a decree directing the defendants to make payment of Rs. 2,00,000/- (Rupees two lakhs) with interest @ 12% per annum to the plaintiff and for other consequential reliefs and for foreclosure and sale of the mortgaged property for realizing the said debt.

2. The plaintiff stated in his plaint that the plaintiff and the defendants made an agreement "PawisaInpukna" dt. 6/4/2006 wherein it was agreed that the defendants are to borrow Rs. 2,00,000/- (Rupees two lakhs) from the plaintiff. As per the condition of the agreement, the rate of interest agreed by the parties was 20% per month which was to be paid by the plaintiff within one month. After the parties put their signatures on the body of an agreement, the same was

registered under the Indian Registration Act, 1908 by the Registrar of Documents, Aizawl District vide Reg. No. 4/147 Dt. 6.4.2006.

3. The defendants also mortgaged the landed proeperty covered by LSC No. AZL-710 of 1984 as security for the said amount of Rs. 2,00,000/-. On the same day when the agreement was signed, the plaintiff had handed over the said amount of Rs. 2,00,000/- to the defendants and the defendants also handed over the original copy of LSC to the plaintiff as mortgaged security. As the defendants fail to repay their debt to the plaintiff, the plaintiff through Counsel had served notice but failed to comply with the notice and the plaintiff has no other option but to file the present suit.

4. For the purpose of Court fees, the present suit is valued at Rs. 2,00,000/- and the plaintiff had enclosed a Court fee of Rs. 5,000/-

5. The plaint is accompanied with vakalatnama executed by legal representative of the plaintiff in favour of F.Lalenglina, Advocate.

6. The same is accepted and registered as Civil Suit No. 59/2012 and process have been issued.

7. The defendants, however contested the suit by filing written statement and stated that the present suit is not maintainable in its present form and style and that there is absolutely no cause of action in favour of the plaintiff and against answering defendants. And the instant suit is bad for non-joinder of necessary parties, mis-joinder of parties and is liable to be dismissed on account of multifariousness and it should be dismissed on this ground alone. And that the suit has not been properly valued for the purposes of Court fee and jurisdiction.

8. The defendants further submit that there was there was no agreement executed between the defendants and the plaintiff at any point of time nor made any agreement in respect of borrowing Rs. 2 lakhs from the plaintiff nor mortgaged the LSC No. AZL-710 of 1984 as security. In fact, on 6<sup>th</sup> April, 2006, Smt. Lalparzuali, wife of defendant No.2 and ShriLalnghinglova made an agreement wherein Smt. Lalparzuali's mother in-law's (the defendant No.1) LSC would be used by Lalnghinglova for borrowing money from the plaintiff and the said money would be used for buying motor vehicle outside Mizoram and when the said motor was sold Lalnghinglova would return the said LSC from the plaintiff to Smt. Lalparzuali. In case if he fails to fulfil his part ShriLalnghinglova would lose all his property (movable & immovable) which is equal with the value

of mortgaged LSC. Thereafter, ShriLalnghinglova and Lalparzuali made an agreement for the said LSC and "PawisaInpuktirna" was also made by ShriLalnghinglova and the plaintiff on the same day. In the 'PawisaInpuktirna' instead of writing the name of Lalnghinglova as "PawisaPuktu" the names of Defendant No. 1 and 2 were written as *Puktu* and *Puktufapa* respectively. Then Lalnghinglova forced Lalparzuali to forge the signature of her mother-in-law. Moreover, the defendants did not receive legal notice and they did not even know that the suit has been filed against them but only after they were arrested by Police in connection with the instant case. Therefore, there is absolutely no cause of action in favour of the plaintiff and against the defendants but it was against ShriLalnghinglova who had borrowed the plaintiff's money.

9. Considering the pleadings of both parties the following issues were framed and amended under the provision of O-14 R-5 from time to time:-

- 1) Whether the suit is maintainable in its present form and style?.*
- 2) Whether the suit is bad for non-joinder of necessary parties?.*
- 3) Whether the alleged agreement "PawisaInpuktirna" Dt. 6.4.2006 was executed by the plaintiff and the defendants?*
- 4) Whether the defendants borrowed money amounting to Rs. 2,00,000/- (Rupees two lakhs) from the plaintiff and liable to realize the said amount?*
- 5) Whether the defendants mortgaged the LSC No. AZL-710 of 1984 and the said LSC is liable to be proceeded for foreclosure for realising the said debt?*
- 6) Whether the power of attorney dated 5.6.2012 was executed by the plaintiff in favour of C.Rohliri in order to represent him before the Court?*
- 7) Whether the plaintiff is entitled to the relief claimed, if so, to whom and to what extent?*

10. Hence, in order to establish their respective cases both the plaintiff and the defendants examined three witnesses each and exhibited a number of documents.

#### **Findings and reasons thereof**

11. **Issue No.1: Whether the suit is maintainable in its present form and style.** For filing of a suit before a Civil Court the plaintiff is mandate

to value the suit for determination of pecuniary jurisdiction of Civil Court and for payment of Court fees. Admittedly, the present suit is valued as Rs. 2,00,000/- (Rupees two lakhs) only and as such the Court fees payable as per the Court fees Amendment Act, 1996 is Rs. 5,000/-.

12. This plaint have been presented with the amount of Rs. 5,000/- Court fees stamp and the cause of action arose within Aizawl and filed within time. And, therefore, the suit is maintainable in its present form and style.
13. **Issue No.2:Whether the suit is bad for non-joinder of necessary parties?**The defendants in their written statements stated that the suit is bad for non-joinder of necessary parties because on 6.4.2006 Smt. Lalparzuali, wife of defendant No.2 and shriLalnghinglova made an agreement (Ext.D-1) to mortgage the LSC of the mother-in-law of Lalparzuali for borrowing money from the plaintiff and the said money would be used by Lalnghinglova for buying motor vehicle from outside Mizoram and when the said vehicle was sold Lalnghinglova would return the LSC from the plaintiff to Lalparzuali. Thereafter, ShriLalnghinglova and the plaintiff made "*PawisaInpuktirna*".
14. Corroborating the written statements of the defendants, Zirsangi stated in her cross-examination as plaintiff witness No.3 that on 6.4.2006 when they were preparing "*PawisaInpuktirna*",ShriLalnghinglova S/o Thakhuma, College Veng was also present and borrowed money was handed over by the plaintiff to Lalparzuali.
15. For correct finding about this point let us look into the relevant section of law under **Order-1, Rule 3 of the Code of Civil Procedure, 1908** –  
*[Who may be joined as defendants- All persons may be joined inone suit as defendants where-*  
(a) *any right to reliefin respect of, or arising out of, the same act or transaction or series of acts or transactions is alleged to exist against such persons, whether jointly, severally or in the alternative; and*  
(b) *if separate suits were bought against such persons, any common question of law or fact would arise.]*
16. In the present case the Deed of agreement (Ext.P-1) was executed by Lalparzuali and Lalnghinglova to mortgage the landed property of PuDokhuma of College Veng, Aizawl LSC No. AZL-710 of 1984 for

purchase of motor vehicle by the said Lalnghinglova and therefore, on the basis of Order 1, Rule 3 of CPC both Lalparzuali and Lalnghinglova were necessary parties.

17. ***The Hon'ble Gauhati High Court*** in the case of **Shri P.C. Laldingliana and Ors. Vs Zoramsanga Sailo and Ors.** as reported in (2017) 4 GLR 169 reproduced the Hon'ble Supreme Court judgement in the case of **Khitrabasi Biswal Vs Ajaya Kumar Baral (2004) 1 SCC 317** that – *"the procedural law as well as the substantive law both mandates that in the absence of a necessary party, the order passed is nullity and does not have a binding effect"*.
18. Also in the case of **Udit Narain Singh Matapharia Vs Additional Member Board of Revenue, Bihar and Another, AIR 1963 SC 786**, the **Hon'ble Supreme Court** has held that- *"To ascertain who are necessary or proper parties in a proceeding, the law on the subject is well settled and it is enough if we state the principle. A necessary party is one without whom no order can be made effectively, a proper party is one in whose absence an effective order can be made but whose presence is necessary for a complete and final decision on the question involved in the proceeding"*.
19. Therefore, on the basis of facts and circumstances of the case and the Hon'ble Supreme Court of India and the Hon'ble Gauhati High Court judgments as stated above, the present issue is decided that the suit is bad for non-joinder of necessary parties.
20. **Issue No.3: Whether the alleged agreement "Pawisa Inpuktirna" Dt. 6.4.2006 was executed by the plaintiff and the defendants?** For determination of Issue No.3, Smt. Rohliri, Power of attorney holder stated in her examination in-chief as PW-1 that on 6.4.2006 the plaintiff and the defendants made an agreement "Pawisa Inpuktirna". After the parties put their signature on the body of an agreement, the same was registered under the Indian Registration Act, 1908 by the Registrar of Documents, Aizawl District vide Reg. No. 4/147 Dt. 6.4.2006. PW-1 exhibited the said "Pawisa Inpuktirna" as Ext.P-1. In her cross examination PW-1 stated that as she was not present at the time of preparing Pawisa Inpuktirna (Ext.P-1) she does not know as to

whether it was registered or not and does not even knows who had signed on the "Puktu" and "Puktufapa".

21. VanlalsiamaFanai stated in his examination-in-chief as PW-2 that he was consulted by the plaintiff regarding the borrow of money between the plaintiff and the defendants and he had signed as a witness in the agreement. In his cross examination PW-2 stated that the plaintiff PuChawngnhuna and Partei were coming to his residence and he had signed on the Ext.P-1 and at the time o giving his signature no one else had signed in the Ext.P-1 and he does not know who are the defendants.
22. Zirsangi is examined as PW-3 and stated and stated in her examination-in-chief that on 6.4.2006 when the plaintiff and the defendants made an agreement"PawisaInpuktirna" she was present and signed her signature as a witness and all the necessary steps were taken by Partei W/o F.Lalrinmawia. In her cross examination PW-3 stated that she does not know when the defendant No.2 had given his signature on the PawisaInpuktirna because defendant No.2 was not present when another parties had signed in the agreement and does not even knows as to whether defendant No.2had read over the agreement before signing or not but eye witness Rokhumi (defendant No.1) read over the agreement and put her signature.PW-3 further stated in her cross examination that she has received Rs. 5,000/- (Rupees five thousand) as rewards for making arrangement and transaction for agreement.
23. The defendant No.1 and 2 were examined as DW-3 and 1 respectively in which both the defendants denied the execution of agreement between them and the plaintiff and stated that there was no agreement executed between them and the plaintiff at any point of time nor made any other agreement in respect of borrowing Rs. 2 lakhs from the plaintiff. However, in paragraph No.3 of his cross examination DW-1 F.Lalrinmawia admitted that he has put his signature in the body of the agreement which is at Ext.P-1 and also in Paragraph 13 he admitted that in the body of the agreement (pawisaInpuktirna) his kother also put her signature including the plaintiff, himself and other witnesses. Whereas the defendant No.1 in her cross examination as DW-3 denied the allegation of putting her signature in the body of the agreement dt. 6.4.2006 (Ext.P-1).

24. Lalparzuali stated in her examination-in-chief as DW-2 that the names of defendant No.1 and 2 have been appeared as *Puktu* and *Puktufapa* respectively in the said *PawisaInpuktirna* as they were cheated by ShriLalnginglova and the defendant No.1 did not put her signature in the said *PawisaInpuktirna*. When she is cross examined DW-2 admits that an agreement was prepared for borrowing of Rs. 2 lakhs from the plaintiff and the same was duly signed by the parties in the presence of reliable witnesses. But in her re-examination DW-2 retracted her statement that what she means to say is that she does not admit putting of signatures by the defendants in presence of reliable witnesses on the body of the deed of agreement.
25. Considering the evidences on record for both the parties it is the evidence of PW-3, Zirsangi in her cross examination that she had eye witness the defendant No.1 Rokhumi read over the agreement and put her signature on the agreement . Corroborating the evidence of PW-3, the defendant No.2 also stated in his cross-examination as DW-1 that he has put his signature in the body of the agreement which is at Ext.P-1 and his mother, herein the defendant No.1 also put her signature including the plaintiff, himself and other witnesses. Whereas Mr.VanlalsiamaFanai deposed that while he was at home the plaintiff and Partei (DW-2) come to his residence with the agreement and he had given his signature on it. Moreover, defendant No.1 deposed as DW-3 strongly denied the signing of her signature in the agreement.
26. Therefore, on the basis of discrepancies in the evidences of both parties, this point is decided in favour of the defendants.
27. **Issue No.4: Whether the defendants borrow money amounting to Rs. 2,00,000/- from the plaintiff and liable to realise the said amount?** Smt. C.Rohliri stated in her examination –in-chief as PW-1 that the plaintiff and the defendants made an agreement “*PawisaInpuktirna*” dt. 6.4.2006 wherein it was agreed that the defendants are to borrow Rs. 2 lakhs from the plaintiff. On the same day when the agreement was signed, the plaintiff had handed over the said amount of Rs. 2 lakhs to the defendants and the defendants also handed over the original copy of the LSC to the plaintiff as mortgage security. In her cross examination

- PW-1 stated that she does not eye witness the plaintiff handed over Rs. 2 lakhs to the defendants but she was told by the plaintiff and she does not know who had actually received the said money.
28. PW-2 VanlalsiamaFanai stated in his examination-in-chief that he was consulted by the plaintiff regarding the borrowing of money between the plaintiff and the defendants and the borrowed money was Rs. 2 lakhs. In his cross examination PW-2 stated that he does not know who the defendants are in this case and does not eye witness the transaction of money between the parties.
29. PW-3 Smt. Zirsangi stated that she had eye witness the borrowed of Rs. 2 lakhs from the plaintiff by the defendants on 6.4.2006 and she knows all the transaction from the initial stage. In her cross examination PW-3 stated that the borrowed money was handed over by the plaintiff to Lalparzuali in the presence of herself and Lalnghinglova of College Veng but she does not know as to whether the defendants had received the said Rs. 2 lakhs or not.
30. Defendant No. 1 and 2 are examined as DW-3 and 1 respectively and stated in their examination –in-chief that on 6.4.2006 Lalparzuali, wife of Defendant No.2 and daughter-in-law of Defendant No.2 made an agreement with one Lalnghinglova wherein the LSC No. AZL-710 of 1984 would be used by ShriLalnghinglova for borrowing money from the plaintiff and the said money would be used for buying motor vehicle from outside Mizoram and when the said vehicle was sold, ShriLalnghinglova would return the said LSC from the plaintiff to Smt. Lalparzuali. In case if he fails to fulfill his part Lalnghinglova would lose all his property which is equal with the value of mortgaged LSC. Thereafter, Lalnghinglova and Lalparzuali made an agreement for the said LSC and “PawisaInpuktirna” was also made by the said Lalnghinglova and the plaintiff on the same day. But in the “PawisaInpuktirna” instead of writing the name of Lalnghinglova as *PawisaPuktu*, the name of the defendant No.1 & 2 were written as “PawisaPuktu” and “PawisaPuktuFapa” respectively. Therefore, the said Lalnghinglova had borrowed money from the plaintiff in the name of the defendants. When the defendant No.1 and 2 were cross examined by the Id. Counsel for the plaintiff their evidence s were not shaken at all.



31. Lalparzuali stated in her examination-in-chief as DW-2 that the said PawisaInpuktirna was not valid and acceptable because the defendant No.1 and 2 are not the real borrower of the said money, their names have been appeared as Puktu and PuktuFapa respectively as they were cheated by ShriLalnghinglova. The defendants had neither borrowed money from the plaintiff nor made an agreement between them nor received the plaintiff's money. When she is cross examined by the Id. Counsel for the plaintiff, DW-2 stated in paragraph 4 and 5 that she was also present during the time of handing over of the borrowed money by the defendants from the plaintiff and Rs. 2 lakhs was borrowed by the defendants from the plaintiff. But when she is re-examined by the Id. Counsel for the defendants DW-2 retracted her statements by stating that what she mean to say is that she was present at the time of handing over of the borrowed money by the plaintiff to one Lalnghinglova and that the defendants did not borrow the said money from the plaintiff.
32. On careful examination of the available evidences on records for both the parties this Court finds nowhere in the evidence of the plaintiff witnesses alleging the defendants had received the borrowed money of Rs. 2 lakhs from the plaintiff while PW-3 Lalpzarzuali stated in her cross examination that the borrowed money was handed over by the plaintiff to Lalparzuali in the presence of herself and Lalnghinglova but she does not know as to whether the defendants had received the said Rs. 2 lakhs or not. Therefore, in the absence of evidence on records there is no grounds for lengthy discussion and this point is decided in favour of the defendants.
33. **Issue No.5:Whether the defendants mortgaged the LSC No/ AZL-710 of 1984 and the said LSC is liable to be proceeded for foreclosure for realising the said debt?** PW-1 Rohliri stated in her examination-in-chief that the defendants mortgaged the landed property covered by LSC No. AZL-710 of 1984 as security from the borrowed money of Rs. 2 lakhs. On the same day when the agreement was signed, the plaintiff had handed over the said amount of Rs. 2 lakhs to the defendants and the defendants also handed over the original copy of LSC to the plaintiff as mortgaged security. PW-1 exhibited copy of the said

- LSC as Ext.P-2. In her cross examination PW-1 stated that she had not eye witness the occurrence but she as told by the plaintiff.
34. Vanlalsiama stated as PW-2 that as far as he knows the defendants had mortgaged the LSC of their residential building but the defendants fails to repay their debt till date. In his cross examination PW-2 stated that he had never knows the defendants but he was informed by the plaintiff about the case and that the plaintiff was requested to lend his money but does not know who had requested him and mortgaged the LSC.
  35. PW-3 Zirsangi stated that she had witness the borrowed of money by the defendants and mortgaged their residential building with LSC No. AZL-710 of 1984 to the plaintiff. When she is cross examined by the Id. Counsel for the defendants PW-3 stated that the mortgaged LSC for borrowing money was in the name of Dokhuma and she had eye witness on 6.4.2006 that Lalparzuali handed over the said LSC to the plaintiff.
  36. Defendant No.1 and 2 as DW-3 and 1 respectively denied about the allegation of mortgaging the LSC No. AZL-710 of 1984 to the plaintiff but claimed that Lalparzuali, who is daughter-in-law of Defendants No.1 and also wife of Defendant No.2 made an agreement with Lalnghinglova wherein the LSC would be used by Lalnghinglova for borrowing money from the plaintiff but they were cheated and their names were written as PawisaPuktu and PawisaPuktuFapa without their knowledge. In her cross examination as DW-3, the defendant No.1 stated that Smt. Lalparzuali alias Partei is her daughter-in-law and she is the main person who was involved in the borrowing money and mortgaged of LSC in connection with the present case. When she is re-examined by the Id. Counsel for the defendants DW-3 further stated that she came to know the mortgage of LSC No.AZL-710 of 1984 only after the suit was filed by the plaintiff against her and her son.
  37. On cross examined by the Id. Plaintiff's Counsel, DW-1 admitted that the original copy of mortgaged LSC No. AZL-710 of 1984 is in the custody of the plaintiff which is in the name of his father Dokhuma (L) and the name of LSC holder is not changed till date. DW-1 further admitted that the name of his wife Lalparzuali is written as the owner of the LSC in the

- Deed of agreement (Ext.D-1) executed by his wife Lalparzuali and Lalnghinglova and the same is not valid.
38. Lalparzuali stated in her cross examination as DW-2 that when she said she was not involved in the process of borrowing money from the plaintiff, what she mean to say is that it was Zirsangi (PW-3) who is the main person to take necessary steps. However, in in her family she is the main person involved in the borrowing of money and mortgaged LSC. DW-2 further admitted the suggestion that her name was written in the Deed of agreement dt. 6.4.2006 signed by herself and Lalnghinglova wherein she was written as the owner of the LSC No. AZL-710 of 1984 as false.
39. For determination of the present issue all the three plaintiff witnesses deposed that the defendants had mortgaged the LSC No. AZL-710 of 1984 to the plaintiff. Their evidences were shaken in their cross examination by the Id.Counsel for the defendants in such away that PW-1 had not eye witness the occurrence but she was told by the plaintiff while PW-2 does not know who had requested the plaintiff for borrowing his money and mortgaged the LSC. Whereas PW-3 had eye witness on 6.4.2006 that Lalparzuali handed over the said LSC to the plaintiff. Corroborating the evidence of PW-3, Lalparzuali also deposed in her cross examination as DW-2 that it was Zirsangi (PW-3) who had taken all the initiatives in the process of borrowing money from the plaintiff. However, she had further stated that in her family she is the main person involved in the borrowing of money and mortgaged of LSC. In the meantime, defendant No.1 stated in her cross examination as DW-3 that she come to know the mortgaged of LSC No. AZL-710 of 1984 only after the suit was filed by the plaintiff against her and her son.
40. Therefore, on the basis of the above findings, the present issue No.5 is decided in favour of the defendants.
41. **Issue No.6:Whether the Power of Attorney dated 5.6.2012 was executed by the plaintiff in favour of C.Rohliri in order to represent him before the Court.**PW-1 C.Rohliri deposed in her examination-in-chief that she is representing the plaintiff by executing Power of Attorney as the plaintiff is out of station (Ext.P-5).When she is cross examined by the Id. Counsel for the defendants PW-1 stated that

although she could not say about the exact time when the plaintiff went to the foreign Country she is sure that he has already staying in the year of 2011 and had never returned till date.

42. As there is no more evidences from either side of the party for determination of the present issue Mr.Lalhriatpuia, the Id. Counsel for the defendant argued very much that the alleged power of attorney submitted by the plaintiff before the Court is 5.6.2012 which is also the same date when the power of attorney executed by the plaintiff and his representation which is very doubtful. And, therefore, the Id. Counsel for the defendants prays to dismiss this instant suit.
43. In consideration of both submissions, this Court have carefully perused available documents on records wherein the power of attorney (Ext.P-5) appeared to be executed on 5.6.2012 bearing the signatures of C.Chawnghnuna as executant, C.Rohliri as attorney holder and VanlalsiamaFanai as witness. Besides these, the power of attorney contains Notarial registration No. 67/6 dt.5.6.12. However, the PW-1 stated in her cross examination that although she could not say the exact date and time, she is confident to say that the plaintiff has been staying abroad since 2011 and had never returned till date.
44. Therefore, on the basis of facts and circumstances of the case as stated above there is no doubt that the plaintiff C.Chawnghnuna does not have any chance to execute the alleged Power of Attorney on 5.6.2012 in favour of C.Rohliri because he has been living abroad since 2011 and had never returned till date.
45. **Issue No. 7: Whether the plaintiff is entitled to the relief claimed, if so, to whom and to what extent?**For determination of the present issue Mr.F.Lalengliana, the Id. Counsel for the plaintiff strongly prayed to pass an order directing the defendants to make payment of Rs. 2 lakhs with interest at the rate of 12% per annum from the date of signing the agreement in favour of the plaintiff and upon failure to make payment of the said debt, to proceed for foreclosure and sale of the mortgaged LSC for realization of the debt as provided under Order 34 of CPC. And for the cost, the suit be decreed in favour of the plaintiff. Whereas Mr.Lalhriatpuia, the Id. Counsel for the defendants submitted that taking

into account all the evidences duly adduced by the witnesses of the rival parties and the available materials on records, it is crystal clear that the plaintiff is not at all entitled to the reliefs claimed by him. Hence, prayed to dismiss this instant suit outright with exemplary cost.

46. While considering the submissions of the Id. Counsels for both parties this Court also taken reliance in the case of **Ramjis Foundation &Ors. Vs Union of India &Ors. as decided on 9<sup>th</sup> November, 2010, the Hon'ble Supreme Court has held that-**

*"14. The principle that a person does not come to the court with clean hands is not entitled to be heard on the merits of his grievance and, in any case, such person is not entitled to any relief is applicable not only to the cases instituted in other Courts and judicial forums. The object underlying the principle is that every court is not only entitled but is duly bound to protect itself from unscrupulous litigants who do not have any respect for truth and who try to pollute the stream of justice by resorting to falsehood or by making misstatement or by suppressing facts which have bearing on adjudication of the issue(s) arising in the case".*

47. Therefore, on the basis of findings and reasons in various issues and the Hon'ble Supreme Court judgment as stated above Issue No.7 is decided in favour of the defendants.
48. Upon hearing of parties and on the basis of the above findings and reasons in various issues this Court comes to the conclusion that the plaintiff is not succeeded in establishing his case against the defendants and, therefore, the present suit is liable to be dismissed.

### **ORDER**

49. Upon hearing of parties and on the basis of the above findings and reasons in various issues, the plaintiff is not succeeded in establishing his case against the defendants and, therefore, this instant Civil Suit No. 59 of 2012 is dismissed and disposed of accordingly.
50. No order as to the cost due to peculiar nature of the case.

51. Given under my hand and Seal of the Court on this 1<sup>st</sup> December, 2017 within the premises and during the working hour of the Court and is pronounced in an open Court.

**(T. LALHMACHHUANA)**

Civil Judge-1

Aizawl Judicial District, Aizawl

Memo No. \_\_\_\_\_CJ-1(A)/2017 : Dated Aizawl, the 1<sup>st</sup> December, 2017

Copy to:

- (1) Shri C. Chawnghnuna S/o Vanlalberema R/o Chhinga Veng, Aizawl through Shri F. Lalenglina, Advocate.
- (2) Smt. Rokhumi W/o Dokhuma (L) R/o College Veng, Aizawl through Counsel Shri Lalhriatpuia, Advocate.
- (3) Shri F. Lalrinmawia S/o Dokhuma (L) R/o College Veng, Aizawl through Counsel Shri Lalhriatpuia, Advocate.
- (4) District Judge, Aizawl.
- (5) Registration Section.
- (6) Guard File.
- (7) Case Record.

PESHKAR

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

Civil Suit No. 59/2012

ShriC.Chawngnuna  
S/o Vanlalberema  
R/o ChhingaVeng, Aizawl

.....

Plaintiff

-Versus-

1. Smt. Rokhumi  
W/o Dokhuma (L)  
R/o College Veng, Aizawl.

2. ShriF.Lalrinmawia  
S/o Dokhuma (L)  
R/o College Veng, Aizawl.

.....

Defendants

**BEFORE**

**T. Lalhmachhuana, Civil Judge -1**

Counsel for the Plaintiff : ShriF.Lalengliana, Advocate.

Counsel for the Defendants : ShriLalhriatpuia, Advocate.

Date of Judgment & Order : 01.12.2017

Date of Decree :01.12.2017

**DECREE**

**Dated Aizawl, the 1<sup>st</sup> December, 2017**

1. This Civil Suit No. 59 of 2012 coming on this 1<sup>st</sup> December, 2017 for final disposal before T. Lalhmachhuana, Civil Judge-1, Aizawl District, Aizawl. It is ordered and decreed that the plaintiff is not succeeded in establishing his case against the defendants and, therefore, this instant Civil Suit No. 59 of 2012 is dismissed and disposed of accordingly.
2. No order as to the cost due to peculiar nature of the case.
3. Given under my hand and Seal of the Court on this 1<sup>st</sup> December, 2017 within the premises and during the working hour of the Court and is pronounced in an open Court.

**Seal of the Court**

**Judge**