

**IN THE COURT OF SHRI LALDINPUIA TLAU CIVIL JUDGE-II,
AIZAWL : DISTRICT, AIZAWL**

.....
Execution Case No. 49 of 2013, A/O Money Suit No. 5/11

Smt. Lalneihi,
D/o Lalhlimpua (L),
R/o Chhing Veng, Aizawl,

..... Petitioner

- Versus -

Smt. Zoramthangi,
W/o Zothandawla,
R/o Armed Veng South,
Aizawl, Mizoram

..... Respondent

Present

LALDINPUIA TLAU, CIVIL JUDGE

For the decree holder	-	Mr. Albert L. Hnamte, Advocate.
For the judgment debtor	-	Mr. Zochhuana & ors., Advocates.
Order delivered on	-	04.03.2014

ORDER

1. This is an execution case No. 49 of 2013 filed by Smt. Lalneihi d/o Lalhlimpua (L) of Chhing Veng, Aizawl against Smt. Zoramthangi w/o Zothandawla of Armed Veng South, Aizawl for execution of the Judgment and Order arising out of Money Suit No. 5 of 2011, dated Aizawl, the 4th September, 2012. In this judgment and order, the judgment debtor is directed to pay an amount of Rs. 80,126/- with interest at the rate of 9% p.a. from the date of Judgment dated 04.09.2012 along with costs for the suit amounting to Rs. 5,000/-

2. Since the judgment debtor could not make payment of the decreed amount, the Id. counsel for the decree holder submits list of properties proposed for attachment.

- (i) Television
- (ii) Washing Machine
- (iii) Refrigerator
- (iv) Steel Almirah
- (v) Wooden Sofas
- (vi) Gas

3. The Id. counsel for decree holder submits that he is ready to take the said properties in lieu of the decreed amount if the judgment debtor is unable to make full payment. On the other hand, the Id. counsel for the judgment debtor submits that the value of the said properties exceeds the decreed amount, besides the properties belong to the husband of the judgment debtor and not of the judgment debtor.

4. Upon considering the submission of the judgment debtor, I am not convinced that the properties belong to husband of judgment debtor and could not be attached. It is apparent that only gas connection is to be obtained against any person and the rest are simply to be purchased from the seller. It is also a fact that all the house hold properties are the common properties of husband and wife.

5. At the same time, the Id. counsel for the judgment debtor offers that he is ready to give the said properties except Refrigerator and gas in lieu of the decreed amount he is liable to pay to which the Id. counsel for the decree holder has consented.

6. Consequent upon the compromise of parties, it is ordered that the decree holder is to take the properties such as

- (i) Television
- (ii) Washing Machine
- (iii) Steel Almirah
- (iv) Wooden Sofas

7. The time, place and mode for taking of properties are subject to convenience of parties. As and when the decree holder takes the said properties in his possession, the decreed amount shall be deemed to have been paid fully.

8. With this, the case is disposed of.

(LALDINPUIA TLAU)
Civil Judge,
Aizawl District : Aizawl

Memo No. _____/CJ-II(A)/2014 : Dated Aizawl, the 4th March, 2014

Copy to :

1. District Judge, Aizawl District, Aizawl, Mizoram.
 2. Trial Judge.
 3. Smt. Lalneihi d/o Lalhlimpaia (L), r/o Chhing Veng, Aizawl through Mr. Robert L. Hnamte, Advocate.
 4. Smt. Zoramthangi w/o Zothandawla of Armed Veng South, Aizawl through Mr. Zochhuana & ors. Advocates.
1. Judicial Branch.
 2. Guard File.
 3. Case record.

(LALDINPUIA TLAU)
Civil Judge,
Aizawl District : Aizawl