

**IN THE COURT OF THE CIVIL JUDGE – II**  
**AIZAWL JUDICIAL DISTRICT**  
**AIZAWL, MIZORAM**  
**CIVIL SUIT No 94 of 2013**

Sh. RC Rinzuala  
S/o Laibata (L)  
R/o Khawlailung, Mizoram

...Plaintiff

Versus

Sh. Rosangzuala,  
S/o Lalsanga (L)  
R/o Luangmual, Aizawl

... Defendant

Sh. C Vanlalhruaia,  
S/o Pualhranga (L)  
R/o Chekkawn, Mizoram

... Proforma Defendant.

Counse for Plaintiff	: Shri K Laldinliana, Advocate
Counsel for Defendant	: Shri F Lalengliana
Case No	: Money Suit No 94 of 2013
Date of Institution	: 25.07.2013
Judgment Pronounced on	: 23.01.2017
Judgment Delivered on	: 23.01.2017

No of Total Pages of Judgment & Order: 14 (Fourteen)

#### PLAINTIFF'S WITNESSES

1. PW 1 : Shri RC Rinzuala
2. PW 2 : Shri C Vanlalhruaia
3. PW3 : Smt PC Lalrinawmi

#### DEFENDANT'S WITNESSES

1. DW 1 : Shri Rosangzuala
2. DW 2 : Shri F Zatluanga

#### PLAINTIFF'S ANNEXURES

1. Annexure I : Pawisa Inpuk hriatpuina
2. Annexure I : Legal Notice
3. Annexure III : Lok Adalat Order

#### DEFENDANT'S ANNEXURES

NIL

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#### **JUDGMENT & ORDER**

**23.01.2017**

1. This is a Money Suit No 94 of 2013 filed by Sh. RC Rinzuala S/o Laibata (L) R/o Khawlailung, Mizoram against Sh. Rosangzuala, S/o Lalsanga (L) R/o Luangmual, Aizawl, and Sh. C Vanlalhruaia, S/o Pualhranga (L) R/o Chekkawn, Mizoram (Proforma Defendant) on 25.07.2013 for recovering debt amounting to Rs.95,000/- along with interest @ 10% per annum from the Defendant. The Plaintiff submits inter alia that the Defendant No.1 is a Contractor who had done a road construction work from Keitum to Artahkawn sometime in the year 2005 to 2006. The Defendant No.1, while performing his said contract work used to employ many persons as manual labours. At the beginning of the year 2006, the Defendant No.1 through his agent namely Shri C. Vanlalhruaia (Proforma Defendant) had approached the Plaintiff to borrow money from him as he was in need of money for the wages of his labours. Accordingly, the Plaintiff lent a sum of Rs.95,000/- to the Defendant No.1 through his said agent on 01.11.2006. At the time of borrowing money, the Proforma

Defendant did all dealings on behalf of the Defendant No.1 as the Defendant No.1 was staying at Aizawl. On that day, an agreement called "Pawisa Inpuksak Hriatpuina" was made and executed by the parties. At that time, the Proforma Defendant looked after and supervised the contract work of the Defendant No.1. The Proforma Defendant signed the said agreement on behalf of the Defendant No.1. In fact, before signing the said agreement, the Proforma Defendant informed the Defendant No.1 about the said agreement. It was only after obtaining his consent and instruction that the Proforma Defendant signed the said agreement. As a result, the Defendant No.1 is binding upon the said agreement i.e. "Pawisa Inpuksak Hriatpuina". Hence, the Defendant No.1 is liable to repay the money borrowed by him from the Plaintiff. Thereafter, the Plaintiff approached the Defendant No.1 at his former residence at Chawnpui Veng, Aizawl for recovering his money. However, no positive steps were received from the Defendant No.1. Rather, the Defendant No.1 make excuses one after another. As the Defendant No.1 did not make any effort towards repayment of his debt and the Plaintiff being left with no other alternative issued a Legal Notice on 28/1/13 upon the Defendant No.1 through his lawyer requesting the Defendant No.1 to repay his debt. In spite of the said Legal Notice, the Defendant No.1 did not take any positive step and so the Plaintiff approached Lok Adalat. However, the Lok Adalat advised the Plaintiff to seek remedy from the forum and the matter stands closed. The Plaintiff therefore had no other alternative but to approach the Court. In fact, the action of the Defendant in not repaying the Plaintiff his debt amounts to cheating for which the Defendant is liable to be proceeded against as per law. The cause of action first arose when the Defendant borrowed a sum of Rs.95,000/- from the Plaintiff on 01.01.2006, and the cause of action arose again when the Plaintiff approached the Lok Adalat and when the Lok Adalat closed the matter advising the Plaintiff to seek remedy from the forum and so the cause of action continues to survive till date as the Defendant No.1 has failed to clear his debt till date. Since the Defendant No.1 is a permanent resident of Luangmual Veng, Aizawl, this Court has the entire jurisdiction to try and entertain the case. That the Plaintiff therefore claims the following reliefs: 1) *For a decree in favour of the Plaintiff and against the Defendant;* ii) *For a decree declaring that the Defendant has an outstanding debt of Rs.95,000/- along with interest @ 10% p.a. to the Plaintiff;* iii) *For a decree directing the Defendant to pay his debt amounting to Rs.95,000/- along with interest @ 10% p.a. to the Plaintiff till*

*realization is made in full; iv) For cost of the suit; v) For any other relief(s) as the Hon'ble Court may deem fit and proper.*

2. Received written statements. The Proforma Defendant submitted inter alia that the Proforma Defendant began to work under the Defendant No.1 as his agent to pursue the *Contract Work of Keitum to Artahkawn road construction* on behalf of the Defendant No.1 sometime in the middle of the year 2005. In this connection, while performing the said contract work, the Defendant No.1 used to employ many manual labours for the said contract work. At the beginning of the year 2006, the Defendant No.1 had sent the Proforma Defendant to approach the Plaintiff in order to borrow money from him as he was in need of money for the wages of his labours. Accordingly, the Plaintiff lent a sum of Rs.95,000/- to the Defendant No.1 on 01.01.2006. In this connection, all the dealings were done by the Proforma Defendant for and on behalf of the Defendant No.1 after getting directions and instructions from him. In this regard, the Proforma Defendant has no liability in respect of the said money except that he stood as a witness to the said money transaction between the Plaintiff and the Defendant No.1. As a result, Annexure – 1 of the Complaint was signed and executed by the Plaintiff and the Proforma Defendant. As far as the knowledge of the Proforma Defendant is concerned, the Plaintiff had for a number of times approached the Defendant No.1 for recovering his money even before filing of the present suit. However, no positive steps in respect of payment of the said debt were received from the Defendant No.1. Hence, the Plaintiff filed the instant suit.
3. In his written statement, the Defendant No 1 also submits inter alia that the contract work vide Work Order No. B. 11012/1/2002-SE (E)/SER/22 Dt. Aizawl 30/3/05 Group V (Keitum-Artahkawn Road) was issued in his name. However, the said contract work was agreed to be taken by Shri Tinduhthanga R/o Aizawl Venglai and Shri HC Laltuma R/o Ramhlun South, Aizawl by making a proper agreement. Hence, Shri Tinduhthanga and Shri HC Laltuma were not the Defendant's agents. Rather, they had purchased the said contract for Rs 50,00,000/- (Fifty Lakhs). As such, the Proforma Defendant Shri C Vanlalhrui was not his agent at that time of borrowing money. Further, the said Agreement 'PAWISA INPUKTIRNA' Dt. 01.01.2006 was completely beyond his knowledge and never instructed the Proforma Defendant to borrow money on his behalf. At the time of signing the said Agreement Dt.

01.01.2006, the Proforma Defendant was not his agent. The Proforma Defendant was the Manager/Agent of Shri Tinduhthanga at that point of time.

#### ISSUES

4. The predecessor Court had framed the issues as follows.
  - 1) Whether the suit is maintainable or not.
  - 2) Whether the Defendant No 1 borrowed money from the Plaintiff.
  - 3) Whether the Plaintiff is entitled to the relief claimed. If so, to what extent?.

#### EVIDENCE FOR THE PLAINTIFF

5. PW 1 RC Rinzuala deposed that the Defendant No.1 is a Contractor who had done a contract work of Keitum to Artahkawn road sometime in the year 2005 - 2006. The Defendant No.1, while performing his said contract work used to employ many manual labours. At the beginning of the year 2006, the Defendant No.1 through his agent namely Shri C. Vanlalhruaia (Proforma Defendant) approached and asked him to lend money as he was in need of money for the wage of his labours. Accordingly, he lent a sum of Rs.95,000/- to the Defendant No.1 through his said agent on 01.01.2006. All the dealings were done by the Proforma Defendant on behalf of the Defendant No.1 as the Defendant No.1 was staying at Aizawl at that time. The Proforma Defendant looked after and supervised the contract work of the Defendant No.1 on his behalf. On that day, an agreement called "Pawisa Inpuksak Hriatpuina" was made and executed by them. The Proforma Defendant on behalf of the Defendant No.1 signed the said agreement. Before signing that agreement, the Proforma Defendant had informed the Defendant No.1 about the said agreement and it was only after obtaining the Defendant's consent that the Proforma Defendant signed the said agreement. As a result, the Defendant No.1 is binding upon the said agreement i.e. "Pawisa Inpuksak Hriatpuina". Hence, the Defendant No.1 is liable to repay the money borrowed from him. Thereafter, he had approached the Defendant No.1 at his former residence at Chawnpui Veng, Aizawl for recovering his money. However, no positive steps were received from the Defendant No.1. Instead, the Defendant No.1 make excuses one after another. As the Defendant No 1 did not make any effort towards repayment of his debt, he had issued a Legal Notice on 28.01.2013 through his lawyer requesting him to repay his debt within a period of one month failing which he would be constrained to approach a Court of law to claim legal dues. Despite the said Legal Notice, the Defendant No 1 did not take any step

towards payment of his debt. As such, he approached Lok Adalat and L.A. (Pre) Case No.19/13 was registered but the matter was left unsettled. Hence, he filed the present case. In fact, the action of the Defendant No 1 in not repaying his debt amounts to cheating for which the Defendant is liable to be proceeded against as per law. That in support of his claim, he exhibited the following documents. Ext. P – 1 as a copy of 'Pawisa Inpuksak Hriatpuina'. Ext. P – 2 as a copy of Legal Notice dt.6/6/13. Ext. P – 3 as a copy of Order passed by Lok Adalat in L.A.(Pre) Case No.19/13. On cross-examination, he deposed that there was no authorization letter written by Defendant No 1 to the Proforma Defendant to receive money on his behalf from the Plaintiff. He did not know as to whether Shri SH Tinduhthanga purchased the contract work from Defendant No 1. He did not know as to whether the Proforma Defendant worked under Defendant No 1 when the Proforma Defendant borrowed money from him. It was a fact that from the plain reading of Annexure I of the Plaint, as the document was not signed by the Defendant No 1, there was no written acceptance of liability by the Defendant No 1. It was a fact that the said PAWISA INPUKSAK HRIATPUINA (Annexure I) did not contain signature of reliable witnesses. It was a fact that nobody witnessed the said borrowing money. On his re-examination, he deposed that by saying Point No 2 of his cross-examination, he deposed that what he had deposed on his cross-examination meant that the contract work/project engaged by SH Tinduhthanga had no connection with the present case and, what he wanted to say was that Annexure-I of the Plaint was made and executed after obtaining consent from the Defendant No 1. In fact, since the Defendant No 1 was not present at that time, he entrusted the Proforma Defendant to execute Annexure I of the Plaint.

6. PW 2 Shri C. Vanlalhruaia deposed that he was a Proforma Defendant and knew well both the parties. When the Defendant No 1 did construction work at "Keitum-Artah Kawn" he worked as a Manager in between September, 2005 – January, 2006. The Defendant No 1 used to employ a number of labours. Some labours met with an accident, some fell sick and got admitted in the Hospital. As such, the said labours required their wages. Hence, he contacted the Defendant No 1 from Khawhlailung through telephone and told that he could find certain amount of money to borrow it. The Defendant No 1 allowed him to borrow it on his behalf and put his signature on his behalf even on Pawisa Inpuktirna. As a result, he approached the Plaintiff on behalf of the Defendant No 1 and borrowed a sum of Rs.95,000/- on behalf of the

Defendant No 1 by executing 'Pawisa Inpuksak Hriatpuina' dt. 01.01.2006. He identified Exhibit P-1 as a copy of 'Pawisa Inpuksak Hriatpuina dt. 01.01.2006 and Exhibit P-1(A) as his signature. On Cross-examination, he deposed that the Defendant No 1 did sell his contract work to Mr SH Tinduhthanga to sub-contract it. He did not know as to whether the Defendant No 1 alongwith Mr SH Tinduhthanga and Mr HC Lalthuama made an agreement for executing the construction work by sub-contracting the said work from the Defendant No 1 or not. It was not a fact that the Defendant No 1 never authorized him to borrow money from the Plaintiff. It was not a fact that the Defendant had not given prior approval to borrow money from the Plaintiff. As far as he knew, the agreement signed by the Plaintiff with him was not witnessed by any other reliable persons by giving signature. It was a fact that there was no written authorization from the Defendant No 1. It was a fact that there was no written authorization from the Defendant No 1 to borrow money from the Plaintiff. As his conversation with the Defendant was through Mobile Phone, he had no evidence and audio record to prove it. On his re-examination, he deposed that as far as he knew, the contract work sold by the Defendant No 1 to Mr SH Tinduhthanga had no connection with the present case. On further cross-examination, he deposed that he could not mention whether the contract work purchased by Mr SH Tinduhthanga from the Defendant No 1 and the present case had connection or not.

7. PW 3 Smt PC Lalrinawmi deposed that she was wife of the Plaintiff. The Defendant No.1 carried contract work at 'Artah Kawn'. He employed a number of labours. At the end of 2005, the Manager of Defendant No 1 namely Shri C. Vanlalhruaia (Proforma Defendant) approached them in their house. As they could not pay labours' wages, he asked her husband to lend him money. Though Shri C. Vanlalhruaia (Proforma Defendant) told that he was the Manager of the Defendant No 1 but they did not lend it. But, as Shri C. Vanlalhruaia (Proforma Defendant) told that they could not pay the wages of their employed 30 labours by bringing them before them, they told the Proforma Defendant that they could lend him if he could get instruction/consent from the Defendant No 1. Later, they contacted the Defendant No 1 through her mobile phone by putting it on loud speaker. The Defendant No 1 and C Vanlalhruaia (the Proforma Defendant) talked to each other. The Defendant No 1 told that he would be delighted if they lent him and, he would make repayment as soon as he received bill. Hence, they delivered to the Manager

C. Vanlalhruaia (Proforma Defendant) Rs.95,000/- on 01.01.2006. The 'Pawisa Inpuksak Hriatpuina' dt.01.01.2006' was signed by her husband and Shri C.Vanlalhruaia (Proforma Defendant) accordingly. Later, after about one month, the Defendant No 1 went to their village "Chekaw" to pay some of his debt to some people. They also met the Defendant No 1 there but the Defendant No 1 requested her to collect it from Aizawl as he had to spend a huge amount of money. The Defendant No 1 told them the same twice on that day. After sometime, she with her husband approached the Defendant No 1 at his residence at Luangmual, Aizawl in February, 2006. However, the Defendant No 1 was not at home, his wife gave them his contact number and talked to him. However, in contrary to expectation, the Defendant No 1 told them that he had nothing to give them and he would never give them. Thereafter, she with her friend went to meet the Defendant No 1 but he was not at home. Later, although her husband and their constituency MLA (Member of Legislative assembly) and other friends approached the Defendant No 1 but all in vain. Hence, the Defendant No 1 had not repaid them his borrowed money amounting to Rs.95,000/- till date.

#### DEFENDANT'S EVIDENCE

8. DW 1 Rosangzuala deposed that the construction work vide Work Order No. B. 11012/1/2002-SE (E)/SER/22 Dt. Aizawl 30/3/05 Group V (Keitum-Artahkawn Road) was issued in his name. Shri Tinduhthanga R/o Aizawl Venglai and Shri HC Laltuma R/o Ramhlun South, Aizawl had purchased the said contract for Rs 50,00,000/- (Fifty Lakhs). As such, the Proforma Defendant Shri C Vanlalhruaia was not his manager at that time of borrowing money. The said Shri Vanlalhruaia (Proforma Defendant) was employed by Shri SH Tinduhthanga. Hence, he had no liabilities in the present case. He never authorized the said Vanlalhruaia (Proforma Defendant) to borrow money on his behalf. Ext.D-1 was a copy of Agreement dt.2/4/05 and Ext D-2 was his signature. On his cross-examination, he deposed that He never knew the said C Vanlalhruaia before starting that construction work. His contract work started in the month of April, 2004 till the year 2006. He further stated that he had no proof that the said Shri C. Vanlalhruaia (Proforma Defendant) was the agent of Shri SH Tinduhthanga. The Plaintiff came to his house for recovering money in the year 2013 and that was only how he came to know of the Plaintiff. It was not the fact that the Proforma Defendant called him through telephone and obtained his consent before borrowing such money. Ex P 1 was not made with his consent.



9. DW 2 Shri F. Zatluanga deposed that the Defendant No 1 make an agreement with Shri. SH Tinduhthanga and Sh.H.C. Laltuma in respect of the Contract Work for constructing road in between Keitum to Artahkawn. Thereafter, Shri. SH Tinduhthanga approached him and they make an agreement for hiring his JCB for executing the said Contract Work. During that period, Shri SH Tinduhthanga called Shri C Vanlalhruaia (Proforma Defendant) as his manager. On his cross-examination, he deposed that he did not know as to whether the said SH Tinduhthanga had purchased the whole Work allotted to the Defendant No.1 or not. As far as he knew, the said SH Tinduhthanga did not purchase any construction work from the Defendant No.1. He did not know as to whether the Proforma Defendant namely Sh. C Vanlalhruaia used to work as manager of the Defendant No.1. He did not know as to whether the Defendant No.1 had borrowed a sum of Rs.95,000/- on 01.01.20006 from the Plaintiff through the Proforma Defendant.

#### Issue No 1

Whether the suit is maintainable or not.

14. The Predecessor Court had maintained the present case. No further travel is required.

#### Issue No 2

Whether the Defendant No 1 borrowed money from the Plaintiff

15. From the evidence it appeared that the Defendant No 1 was a Contractor who had done a road contract work from Keitum to Artahkawn in the year 2005 - 2006. The Defendant No.1 used to employ some manual labours there. The Proforma Defendant deposed that when the Defendant No 1 did construction work at "Keitum-Artah Kawn" he worked as a Manager in between September, 2005 – January, 2006. The Defendant No 1 used to employ a number of employees. Some of the employees met with an accident, some fell sick and got admitted in the Hospital. As such, the said labours required their wages. Hence, he contacted the Defendant No 1 from Khawhlailung through telephone and told that he could find certain amount of money to borrow it. The Defendant No 1 allowed him to borrow it on his behalf and put his signature on his behalf even on Pawisa Inpuktirna. As a result, he approached the Plaintiff on behalf of the Defendant No 1 and borrowed a sum of Rs.95,000/- on behalf of the Defendant No 1 by executing

'Pawisa Inpuksak Hriatpuina' dt. 01.01.2006. In corroboration, PW 3 (wife of the Plaintiff) deposed that at the end of 2005, the Manager of Defendant No 1 namely Shri C. Vanlalhruaia (Proforma Defendant) approached them in their house. As they could not pay labours' wages, he asked her husband to lend him money. Although Shri C. Vanlalhruaia (Proforma Defendant) told that he was the Manager of the Defendant No 1 but they did not lend it. But, as Shri C. Vanlalhruaia (Proforma Defendant) told that they could not pay the wages of their employed 30 labours by bringing them before them, they told the Proforma Defendant that they could lend him if he could get instruction/consent from the Defendant No 1. Later, they contacted the Defendant No 1 through her mobile phone by putting it on loud speaker. The Defendant No 1 and C Vanlalhruaia (the Proforma Defendant) talked to each other. The Defendant No 1 told that he would be delighted if they lent him and, he would make repayment as soon as he received bill. Hence, they delivered to the Manager C. Vanlalhruaia (Proforma Defendant) Rs.95,000/- on 01.01.2006. The 'Pawisa Inpuksak Hriatpuina' dt.01.01.2006' was signed by her husband and Shri C.Vanlalhruaia (Proforma Defendant). Furthermore, PW 3 deposed that Later, after about one month, the Defendant No 1 went to their village "Chekawn" to pay some of his debt to some people. They also met the Defendant No 1 there but the Defendant No 1 requested her to collect it from Aizawl as he had to spend a huge amount of money. The Defendant No 1 told them the same twice on that day. Further, the Proforma Defendant deposed that he was the Manager of the Defendant at the time of borrowing money, which was backed by PW 1 and PW 3. In the meantime, the Defendant No 1 denied that Proforma Defendant was his Manager at the time of borrowing money. However, his witness DW 2 on his cross-examination deposed that he did not know as to whether the Proforma Defendant namely Sh. C Vanlalhruaia used to work as manager of the Defendant No.1. PW 3, the wife of the Plaintiff deposed that before giving out money to the Agent of the Defendant No.1, they had spoken to the Defendant No.1 through a phone and it was only after the said conversation and after obtaining consent of the Defendant No 1, the said amount of Rs.95,000/- was handed over to the Agent of the Defendant No.1. Although there is no document for proving the same, from oral evidence it is considered that the Defendant No 1 did borrow Rs 95,000/- from the Plaintiff through the Proforma Defendant. In fact, the only Defendant No.1 witness namely F.Zatluanga (DW 2), on his cross-examination deposed that he did not know as to whether the Defendant No.1 borrowed a sum of Rs.95,000/- on 1/1/06 from the Plaintiff or not. DW 2 deposed further during cross-examination that he did not know as to whether the said Shri

Tinduhthanga had purchased the whole Work allotted to the Defendant No.1 or not. The only examined witness for Defendant No 1 cited as DW 2 further deposed that he did not know as to whether the Proforma Defendant namely Sh. C Vanlalhruaia used to work as manager of the Defendant No.1 or not. Hence, despite strong argument, it is considered that the alleged selling the said contract work to Shri SH Tinduhthanga by the Defendant No 1 and that the Proforma Defendant was an Agent/Manager of the said Shri SH Tinduhthanga are something apart from the money borrowed by the Defendant No1 from the Plaintiff through the Proforma Defendant on 01.01.2006.

### Issue No 3

Whether the Plaintiff is entitled to the relief claimed. If so, to what extent?.

19. In the light of observation made in Issue No 2, it could be seen that the Defendant No 1 did borrow Rs 95,000/- from the Plaintiff through the Proforma Defendant. The Defendant No 1 is therefore liable to pay his debt to the Plaintiff amounting to Rs 95,000/-. However, nowhere about interest was found on documents or even during oral evidence.

### ORDER

20. In view of the above observations and findings, it is decided that the Defendant No 1 namely Rosangzuala S/o Lalsanga (L) R/o Luangmual, Aizawl shall pay Plaintiff Sh. RC Rinzuala S/o Laibata (L) R/o Khawhlailung, Mizoram Rs 95,000/- (Rupees Ninety Five Thousand) within three months from the date of this Order with interest @ 10% per annum which shall be calculated from the date of this order till its realization and costs Rs 3,714 (Rupees Three Thousand Seven Hundred and Fourteen) for Court fees but no Lawyer's fee as the Plaintiff is provided a Legal Aid Counsel.
21. With the above Order, the present case stands disposed of.

**Given under my hand and Seal of this Court on this day of 23<sup>rd</sup> January, 2017 Anno Domini.**

**(H. LALDUHSANGA)**  
Civil Judge - II  
Aizawl

Memo No.....: Dated Aizawl, the 23<sup>rd</sup> Jan, 2016.

Copy to:-

1. Shri. RC Rinzuala S/o Laibata (L) R/o Khawlailung, Mizoram through Counsel Shri K Laldinlana, Legal Aid Counsel.
2. Shri Rosangzuala S/o Lalsanga (L)R/o Luangmual, Aizawl through Counsel Shri F Lalenglana, Advocate
3. Shri C Vanlalhruaia S/o Pualhranga (L) R/o Chekkawn,Mizoram.
4. i/c Judicial Section.
5. Case record.

**PESHKAR**

**IN THE COURT OF THE CIVIL JUDGE – II  
AIZAWL JUDICIAL DISTRICT  
AIZAWL, MIZORAM  
CIVIL SUIT No 94 of 2013**

Sh. RC Rinzuala

S/o Laibata (L)

R/o Khawlailung, Mizoram

...Plaintiff

Versus

Sh. Rosangzuala,

S/o Lalsanga (L)

R/o Luangmual, Aizawl

... Defendant

Sh. C Vanlalhruaia,

S/o Pualhranga (L)

R/o Chekkawn, Mizoram

... Proforma Defendant.

Counsel for Plaintiff

: Shri K Laldinliana, Advocate

Counsel for Defendant

: Shri F Lalengliana, Advocate

**DECREE**

**Dated 23.01.2017**

**This suit registered as Money Suit No 94 of 2013 coming on this day of the 25<sup>th</sup> July, 2013 for final disposal before Shri H Laldusanga, Court of Civil Judge, Aizawl in the presence of Shri K Laldinliana for the Plaintiff and of Shri F Lalengliana for the Defendant No 1.**

**IT IS THEREFORE ORDERED AND DECREED by the Court that the Defendant No 1 shall pay Rs 95,000/- (Rupees Ninety Five Thousand) with interest thereon at the rate of 10% per annum with effect from the date of this Decree till its realization and costs of Court Fees.**

**The said amount shall be paid by the Defendant No 1 within three months commencing from the date of this Decree.**

**(H. LALDUHSANGA)**

**Civil Judge - II  
Aizawl**

**COSTS OF SUIT**

	<b>Plaintiff</b>				<b>Defendant No 1</b>		
<b>Sl. No</b>		<b>Rs</b>	<b>P</b>	<b>Sl. No</b>		<b>Rs</b>	<b>P</b>
<b>1.</b>	<b>Stamp for Plaint</b>	<b>NIL</b>	<b>NIL</b>	<b>1.</b>	<b>Stamp for Plaint</b>	<b>3,714</b>	<b>00</b>
<b>2.</b>	<b>Pleader's Fee</b>	<b>NIL</b>	<b>NIL</b>	<b>2.</b>	<b>Pleader's Fee</b>		
<b>3.</b>	<b>Total</b>	<b>NIL</b>	<b>NIL</b>	<b>3.</b>	<b>Total</b>	<b>3,714</b>	<b>00</b>

**(H. LALDUHSANGA)**  
**Civil Judge - II**  
**Aizawl**