

IN THE COURT OF THE CIVIL JUDGE
AIZAWL, AIZAWL DISTRICT
MIZORAM

MONEY SUIT No 171 OF 2015

FEDERAL BANK LIMITED a Company having its
Registered Office at Alwaye, Kerala,
and the Branch Office, amongst other places at
B-8, Main Road, Chanmari, Aizawl - 796007
By the Manager/ Branch Head.

..... Plaintiff

VERSUS

Smt. Malsawmtluangi
D/o. Thanchhunga (L),
M 1/20, Chhinga Veng, Aizawl - 796001

..... Defendant

BEFORE

H. LALDUHSANGA, Civil Judge

Counsel for the Plaintiff	: Shri W Sam Joseph, Advocate
Counsel for the Defendant	: Smt C Rohlupuii, Legal Aid Counsel
Date of Institution	: 24.09.2015
Judgment Pronounced on	: 09.04.2018
Judgment Delivered on	: 09.04.2018

PLAINTIFF'S WITNESSES

1. PW 1 : Shri Mtson Thomas KT

DEFENDANT'S WITNESES

NIL

PLAINTIFF'S EXHIBITS

- | | |
|------------------|--|
| 1. Exhibit P I | : Copy of application Letter for Loan |
| 2. Exhibit P II | : Copy of application form for PMEGP |
| 3. Exhibit P III | : Copy of Sanction Order cum Reporting Statement |
| 4. Exhibit P IV | : Copy of Agreement for Loans under PMRY Scheme Dt. 26.03.2013 |
| 5. Exhibit P V | : Copy of Demand Promissory Note |
| 6. Exhibit P VI | : Copy of Statement of Account |

DEFENDANT'S ANNEXURES AND EXHIBITS

NIL

No of Total Pages of Judgment & Order: 8 (Eight)

INTRODUCTION OF THE CASE

1. This is a Money suit No 171 of 2015 filed by the Plaintiff against the Defendant on 24.09.2015 for recovering Rs. 1,33,407/- (Rupees one lakh thirty three thousand four hundred and seven) with interest @ 14.80 % p.a from the Defendant w.e.f 22nd August, 2015 along with consequential reliefs. The Case is proceeded ex-parte the Defendant as per Order VIII Rule 10 of CPC.

PLAINTIFF'S VERSION

2. The Plaintiff submits in his Complaint *inter alia* that the plaintiff is a company incorporated and registered under Companies Act 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) under the Banking Regulation Act 1949 carrying the business of banking and having its Registered office at Alwaye, Kerala and a Branch Office, amongst other places at B/8, Main Road, Channari, Aizawl – 796007. That the Manager cum Branch Head of Aizawl is authorized to institute the suit on behalf of the plaintiff and he has taken necessary steps for the institution of this suit. That the defendant, for the purpose of setting up a Beauty Parlour Unit at Saron Veng, Aizawl submitted an application for a term loan of Rs. 1,42,500/- under PMRY Scheme to the plaintiff and the said application was processed and the plaintiff sanctioned a sum of Rs.1,42,500/-. That after the loan was sanctioned, the defendant executed an agreement for loans under PMRY Scheme on 26th day of March 2013 and also signed Demand Promissory Note in respect of the Rupee Term Loan of Rs. 1,42,500/- (Rupees one lakh forty two thousand five hundred). The said amount was drawn by the defendant through the account number 17746800000050 maintained with the plaintiff bank. The defendant's customer id is 23982643. That in terms of the Loan Agreement, the defendant required to repay to the plaintiff, the principal amount of the loan in accordance with the amortization schedule contained therein. As per the said agreements, the defendant no.1 agreed to pay interest at the rate of 14.70 % per annum with monthly **rests** or at such other rate as may be prescribed by Reserve Bank of India or the plaintiff from time to time. The defendant agreed to repay the entire amount with interest in 57 Equal monthly instalments of Rs.3489/-. Further, in the said agreement the defendant agreed to pay the penal/additional interest of 2%

per annum in case of default in payment of any instalments as per the repayment schedule. As the defendant did not repay as per the repayment schedule agreed by her, the plaintiff is forced to approach the court before the term was over. That the total amount due to the plaintiff from the defendant with the interest calculated till 22nd August 2015 is Rs. 1,33,407/- (Rupees one lakh thirty three thousand four hundred and seven). The defendant is also liable to pay interest at the rate of 14.80% + 2% Penal interest per annum with monthly **rests** over the said sum of Rs. 1,33,407/- (Rupees one lakh thirty three thousand four hundred and seven) with effect from 23rd day of August 2015 till the entire amount is repaid in full. That the plaintiff has sent letters and notices to the defendant from time to time, requesting her to pay the instalments as per the agreement. As the monthly instalments were not paid as per the repayment schedule the entire amount has fallen due and the defendant is to pay the entire amount with interest immediately. From the time the defendant withdrew the loan amount till date she had paid only Rs.46,985/-. That the plaintiff sent letters and notices to the defendant requesting her to repay the entire amount of the loan with interest and moneys incurred for taking steps to realise the same. But the defendant have not taken any steps to repay the loan amount and close the said Term loan account no. 17746800000050 till today.

3. That the plaintiff submits that the defendant is due to the plaintiff the following amount under the statement of account :-

**a) Amount due as per the true
extract of the ledger with
expenses incurred for realising
the loan and interest calculated
upto 22.8.2015 - Rs. 1,33,407/-**

4. That the value of the subject matter of the suit for the purpose of court fee and jurisdiction is Rs. 1,33,407/- (Rupees one lakh thirty three thousand four hundred and seven) and *ad valorem* court-fee amounting to Rs.4169/- are paid thereon. As the amount of relief claimed is less than Rs.2 lakhs, this court has jurisdiction to entertain and dispose of the suit. That all the agreements were signed by the defendant and the money was drawn from the plaintiff's branch at Aizawl. Hence this court has the jurisdiction to entertain and decide the suit.

5. That the cause of action for the suit is non-payment of the loan and it arose on 26th day of March 2013 when the defendant actually availed the said sum of Rs. 1,33,407/- (Rupees one lakh thirty three thousand four hundred and seven) and when the defendant executed the loan documents and it continues till the entire dues are paid and the Term loan account no. 17746800000050 is closed.
6. That the suit is filed within time and is not barred by Limitation Act or any other law for the time being in force. That all the documents relied by the plaintiff in support of their claim are filed along with list of documents and it shall form part of this plaint. Therefore, the plaintiff prays that :

- (a) Let a decree be passed in favour of the plaintiff declaring that the defendant is liable to pay the sum of Rs. 1,33,407/- (Rupees one lakh thirty three thousand four hundred and seven) to the plaintiff and the defendant be directed to pay the same to the plaintiff.*
- (b) Let the cost of the suit, ie. pleader's fee, court fee and all other expenses to be incurred for realisation of the loan amount and the interest pendente lite and future interest at the rate of 14.8% + 2% per annum with monthly rests as agreed in the agreement be decreed in favour of the plaintiff against the defendant.*
- (c) By way of permanent and mandatory injunction the defendant be restrained from disposing of their properties.*
- (d) For attachment and sale of the movable and immovable property.*
- (e) Let a decree be passed in favour of the plaintiff for any other and further relief to which the plaintiff is entitled according to law, justice, equity and good conscience.*

EX-PARTE PROCEEDING

7. On receipt of the Plaint, the Court issued summons to the defendant on 24.09.2015, 27.10.2015, 27.11.2015, 28.01.2016, 17.02.2016, 18.03.2016, 09.05.2016, 12.07.2016, 22.08.2016, 15.09.2016 but the Defendant remained absent with no cause shown. On 21.10.2016, the Defendant appeared and she was provided Smt C Rohlupuii, Legal Aid Counsel. Thereafter, despite sufficient opportunity, the Defendant was unable to submit written statement. Hence, on 12.04.2017, the Ld. Counsel for the Plaintiff prayed the Court to proceed with the case Ex-parte. Heard the Ld Counsel and allowed. Accordingly, heard the case Ex-parte the Defendant as per Order VIII Rule 10 of CPC.

ISSUES

8. The following issues were framed on 05.05.2017

- 1) Whether the suit is maintainable in its present form and style.
- 2) Whether the defendant is liable to pay Rs.1,33,407/- to Plaintiff.
- 3) To what relief the Plaintiff is entitled for?

DECISION AND REASONS FOR DECISIONS

Issue No 1

Whether the suit is maintainable in its present form and style

9. After careful perusal of the Plaint and all other documents including the Court fees, the present case is registered as a Money Suit No 171 of 2015. The Defendant did not raise any objection. It is therefore considered that the present suit is maintainable in its present form and style.

Issue No 2

Whether the defendant is liable to pay Rs.1,33,407/- to Plaintiff.

10. The Plaintiff's witness cited as PW 1 Shri Mitson Thomas KT gave evidence in the Court by way of examination – in – chief. The witness is the Manager of the Plaintiff who is authorized to depose on behalf of the Plaintiff. During his deposition, he proved all the documents executed by the defendant and they were marked as Exhibits. Ext.P-1 is a copy of the application letter for loan. Ext. P-2 is a copy of PMEGP (Prime Minister Employment Generation Program). Ext. P-3 is a copy of sanction order cum reporting statement. Ext. P-4 is a copy of agreement for loans under PMRY Scheme dated 26.3.2013. Ext. P-5 is a copy of Demand Promissory Note. Ext. P-6 is a copy of statement of account. In his deposition, he reproduced the contents of the plaint and proved the documents without any objection. This Court has no doubt. Accordingly, this Point is decided in favour of the Plaintiff. Hence, the Defendants shall make payment of an amount Rs 1,33,407/- with pendente lite interest @14.80 % per annum which shall be calculated from 22nd August, 2015 and also costs i.e Court fess and Lawyer's fee.

ISSUE No 3

To what relief the Plaintiff is entitled for?

11. From the above observations, it appeared that the Plaintiff is entitled to the reliefs claimed amounting to Rs. 1,33,407/- (Rupees one lakh thirty three thousand four hundred and seven) with interest @ 14.80 % which shall be calculated from 22nd August, 2015 till its realization and costs Rs 4,169 (Rupees Four Thousand One Hundred and Sixty Nine) for Court fees and Rs 5,000/- (Rupees Five thousand only) for Lawyer's fee.

ORDER

12. In view of the above observations and findings, it is decided that the Defendant namely Smt Malsawmtluangi D/o Mr.Thanchhunga (L) R/o M 1/20, Chhinga Veng, Aizawl shall pay Rs 1,33,407/- (Rupees one lakh thirty three thousand four hundred and seven) within three months from the date of this Order with pendente lite interest @ 14.80 % per annum which shall be calculated from 22nd August, 2015 till its realization and costs Rs 4,169 (Rupees Four Thousand One Hundred and Sixty Nine) for Court fees and Rs 5,000/- (Rupees Five thousand only) for Lawyer's fee.

13. With the above Order, the present case stands disposed of.

**Given under my hand and Seal of this Court on this day of the 9th
April, 2018 Anno Domini.**

(H. LALDUHSANGA)
Civil Judge - II
Aizawl

Memo No.....: Dated Aizawl, the 9th April, 2018.

Copy to:-

1. FEDERAL BANK LIMITED a Company having its Registered Office at Alwaye, Kerala, and the Branch Office, amongst other places at B-8, Main Road, Chanmari, Aizawl – 796007, By the Manager/ Branch Head through Counsel Shri W Sam Joseph, Adv
2. Smt. Malsawmtluangi D/o. Mr.Thanchhunga (L) R/o M 1/20, Chhinga Veng, Aizawl – 796001 through Counsel Smt C Rohlupuii, Advocate
3. i/c Judicial Section.
4. Case record.

PESHKAR

IN THE COURT OF THE CIVIL JUDGE
AIZAWL, AIZAWL DISTRICT
MIZORAM

MONEY SUIT No 171 OF 2015

FEDERAL BANK LIMITED a Company having its
Registered Office at Alwaye, Kerala,
and the Branch Office, amongst other places at
B-8, Main Road, Chanmari, Aizawl - 796007
By the Manager/Branch Head

..... Plaintiff

VERSUS

Smt. Malsawmtluangi
D/o. Thanchhunga (L),
M 1/20, Chhing Veng, Aizawl – 796001

..... Defendant

BEFORE
H. LALDUHSANGA, Civil Judge

DECREE

Dated 09.04.2018

This suit registered as Money Suit No 171 of 2015 coming on this day of the 24th September, 2015 for final disposal before Shri H Lalduhsanga, Court of Civil Judge, Aizawl in the presence of Shri W Sam Joseph for the Plaintiff and of Smt C Rohlupuii for the Defendant.

IT IS THEREFORE ORDERED AND DECREED by the Court that the Defendant shall pay Rs 1,33,407/- (Rupees one lakh thirty three thousand four hundred and seven) with interest thereon at the rate of 14.80% per annum with effect from the 22nd August, 2015 till its realization and costs of Lawyers and costs of Court Fees.

The said amount shall be paid by the Defendant within three months commencing from the date of this Decree.

(H. LALDUHSANGA)

Civil Judge - II
Aizawl

COSTS OF SUIT

	Plaintiff				Defendants		
Sl. No		Rs	P	Sl. No		Rs	P
1.	Stamp for Plaintiff	NIL	NIL	1.	Stamp for Plaintiff	4,169	00
2.	Pleader's Fee	NIL	NIL	2.	Pleader's Fee	5,000	00
3.	Total	NIL	NIL	3.	Total	9,169	00

(H. LALDUHSANGA)

Civil Judge - II

Aizawl