

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

Money Suit No. 84 of 2016

Smt Lallianzuali Hauva  
D/o Thansanga  
Proprietor CNF Topcem  
R/o Dawrpui, Aizawl

.....Plaintiff

-Versus-

Proprietor  
EL AR STORE  
Republic Veng, Aizawl, Mizoram

.....Defendant

BEFORE  
H. LALDUHSANGA, Civil Judge

Counsel for the Plaintiff	: Shri Roger C Lalhmangaiha, Advocate
Counsel for the Defendant	: NIL

INDEX

Case No	: Money Suit No 84 of 2016
Date of Institution	: 26.08.2016
Judgment Pronounced on	: 05.04.2018
Judgment Delivered on	: 05.04.2018

PLAINTIFF'S WITNESSES

1. PW 1 : Smt Lallianzuali Hauva, PW 2 : Shri Lalramnghaka

DEFENDANT'S WITNESSES

NIL

PLAINTIFF'S ANNEXURES

(1) Annexure I : A copy of ledger Account (2) Annexure II : A copy of legal notice

DEFENDANT'S ANNEXURES AND EXHIBITS

NIL

**JUDGMENT & ORDER**

**Dated: 05.04.2018**

- 
1. This is a suit filed by Smt Lallianzuali Hauva D/o Thansanga, Proprietor CNF Topcem R/o Dawrpui, Aizawl against the Proprietor EL AR STORE, Republic Veng, Aizawl, Mizoram on 26.08.2016. Registered as Money Suit No 84 of 2016 and proceeded ex-parte the Defendant as per Order VIII Rule 10 of CPC. For more details below.

#### PLAINTIFF'S VERSION

2. The Plaintiff submits in her Complaint *inter alia* that the plaintiff is a business and proprietor of CNF Topcem and permanent resident of Dawrpui Veng, Aizawl and the defendant is a proprietor of EL AR Store having its business at Republic Veng, Aizawl, Mizoram. The defendant used to buy a number of cement bags from the Plaintiff from 2013 either in full payment or on credit. On 9.8.2014, the defendant took 100 bags of Topcem Cement on credit from the Plaintiff which costs an amount of Rs. Rs 41,000/- (Rupees forty one thousand) only. Besides, the defendant had previous balance of Rs 1,20,000/- (Rupees one lakh twenty thousand) for the cost of cement bags that he had taken from the plaintiff. Then, the defendant paid an amount of Rs 71,500/- (Rupees seventy one thousand five hundred) to them in between 12.8.14 and 15.5.2015 for the cost of the said cement bags. Hence, the defendant is liable to pay an amount of Rs.80,000/- (Rupees eighty thousand) for the costs of cement bags that he had taken on credit from their store. That the defendant failed and neglected to pay the remaining balance for the costs of Topcem Cement that he had taken on credit from them even repeated requests. Hence, they served a legal notice to the defendant through Mr. Roger C.Lalmangaiha, Advocate as to payment of the aforesaid bill balance for the costs of cement bags and the same was duly received by the defendant. However, the defendant did not make any arrangement for payment of the whole amount of his remaining balance. That the Defendant is liable to pay a sum of Rs.80,000/- (Rupees eighty thousand) for the costs of Topcem Cement Bags which he had taken on credit from their shop.

#### EX-PARTE PROCEEDING

3. On receipt of the Complaint, this Court had issued summons to the defendant on 26.08.2016, 27.09.2016 and 02.11.2016. Received summons return as well. However, as written statement had not been filed, the Ld. Counsel for the Plaintiff on 02.12.2016 prayed the Court to proceed with the case Ex-parte. Heard the Petition and allowed. Accordingly, heard the case Ex-parte the Defendant as per Order VIII Rule 10 of CPC.
4. As the Court received no written statement, there are no issues to frame.

#### DECISION AND REASONS THEREOF

5. In fact, it appeared that there was a lot of contradiction. PW 1 Smt Lallianzuali Hauva (Plaintiff) gave evidence in the Court by way of examination-in-chief wherein she stated that the Defendant has a debt of Rs **1,39,898/-**. PW 2 Shri Lalramnghaka by way of examination-in-chief submitted that the Defendant was liable to pay **Rs 80,000/-** to the Plaintiff. In the meanwhile, the Plaintiff on her Complaint submitted that on 9.8.2014, the defendant took 100 bags of Topcem Cement on credit from the Plaintiff which costs an amount of Rs. Rs 41,000/-(Rupees forty one thousand) only. Besides, the defendant had previous balance of Rs 1,20,000/- (Rupees one lakh twenty thousand) for the cost of cement bags that he had taken from the plaintiff. Then, the defendant paid an amount of Rs 71,500/-(Rupees seventy one thousand five hundred) to them in between 12.8.14 and 15.5.2015 for the cost of the said cement. Hence, the defendant is liable to pay an amount of **Rs 80,000/-** (Rupees eighty thousand) for the costs of cement bags that he had taken on credit from their store.
6. However, perused the complaint and found that if the Defendant on 9.8.2014 took 100 bags of Topcem Cement on credit from the Plaintiff which costs an amount of Rs. Rs.41,000/-(Rupees forty one thousand) only and if the defendant had previous balance of Rs.1,20,000/- (Rupees one lakh twenty thousand) and if the Defendant had paid Rs 71,500/-. The remaining balance is **Rs 89,500/-**. However, as stated in the above, the Plaintiff in her Complaint prayed for **Rs 80,000/-** but in her evidence prayed for Rs **1,39,898/-**. And, the Plaintiff's witness PW 2 deposed that the Defendant is liable to pay a sum of **Rs 80,000/-** (Rupees eighty thousand) for the costs of Topcem Cement Bags which he had taken on credit from the Plaintiff. No doubt, there was a lot of contradiction inter se.
7. After careful perusal of the Complaint and all other documents including the Court fees, the present case was registered as a Money Suit No 84 of 2016. It is therefore considered that the present suit is maintainable in its present form and style. I have gone through the Complaint and the evidence given by the Plaintiff (cited as PW 1) and PW 2 including all exhibits. In the light of the above observation, it is considered that the Defendant shall make payment of his debt amounting Rs 80,000/- (Rupees Eighty thousand) as prayed in the Complaint.

**ORDER**

8. In view of the above observations and findings, it is ordered that the Defendant, the Proprietor EL AR STORE, Republic Veng, Aizawl, Mizoram namely shall pay the Plaintiff Rs 80,000/- (Rupees Eighty Thousand) within three months from the date of this Order with pendente lite interest @ 8 % per annum which shall be calculated from the date of this Order.
9. No costs.
10. With the above Order, the present case stands disposed of.
11. Give this copy to both the parties and all concerned.

**Given under my hand and Seal of this Court on this day of the 5<sup>th</sup> April,  
2018 Anno Domini.**

**(H. LALDUHSANGA)**

Civil Judge - II

Aizawl

Memo No.....: Dated Aizawl, the 4<sup>th</sup> April, 2018.

Copy to:-

1. Smt Lallianzuali Hauva D/o Thansanga, Proprietor CNF Topcem R/o Dawrpui, Aizawl through Counsel Shri Roger C Lalhmangaiha, Advocate
2. The Proprietor EL AR STORE, Republic Veng, Aizawl, Mizoram.
3. i/c Judicial Section.
4. Case record.

**PESHKAR**

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

Money Suit No. 84 of 2016

Smt. Lallianzuali Hauva  
D/o Thansanga  
Proprietor CNF Topcem  
R/o Dawrpui, Aizawl

.....Plaintiff

-Versus-

Proprietor  
EL AR STORE  
Republic Veng, Aizawl, Mizoram

.....Defendant

BEFORE  
H. LALDUHSANGA, Civil Judge

Counsel for the Plaintiff	: Shri Roger C Lalmangaiha, Advocate
Counsel for the Defendant	: NIL

**DECREE**

**Dated 05.04.2018**

**This suit registered as Money Suit No 84 of 2016 coming on this day of the 26<sup>th</sup> August, 2016 for final disposal before Shri H Lalduhsanga, Court of Civil Judge, Aizawl in the presence of Shri Roger C Lalmangaiha for the Plaintiff and of NIL for the Defendant.**

**IT IS THEREFORE ORDERED AND DECREED by the Court that the Defendant shall pay Rs 80,000/- (Rupees Eighty Thousand) with interest thereon at the rate of 8 % per annum with effect from the date of this Decree till its realization**

**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**