

IN THE COURT OF THE CIVIL JUDGE  
AIZAWL, MIZORAM  
Money Suit No. 68 of 2016.

Shri V. Malsawmdawngliana  
C/o Neihkunga Gas Agency  
Bawngkawn, Aizawl.

....Plaintiff

-Vrs-

Shri P.C Lalchhuanmawia  
Proprietor  
PC Store, Thingdawl  
Kolasib District, Mizoram

....Defendant

BEFORE  
H. LALDUHSANGA, Civil Judge

Counsel for the Plaintiff : Shri K Laldinliana, Advocate  
Counsel for the Defendant : Shri C Lalzamliaana, Advocate

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Case No : Money Suit No 68 of 2016  
Date of Institution : 27.07.2016  
Judgment Pronounced on : 05.03.2018  
Judgment Delivered on : 05.03.2018

PLAINTIFF'S WITNESSES

1. PW 1 : Shri V Malsawmdawngliana

DEFENDANT'S WITNESES

NIL

PLAINTIFF'S ANNEXURES AND EXHIBITS

1. Ext P I : A copy of the ledger Account
2. Ext P 2 : A copy of cheque bearing A/C No. 97001437013
3. Ext P 3 : A copy of cheque return slip
4. Ext P 4 : A copy of legal notice
5. Ext P 5 : A copy of SBI cheque bearing A/C No. 32957565171
6. Ext P 6 : A copy of cheque return slip

DEFENDANT'S ANNEXURES AND EXHIBITS  
NIL

INTRODUCTION OF THE CASE

1. This is a suit filed by Shri V. Malsawmdawngliana C/o Neihkunga Gas Agency Bawngkawn, Aizawl against Shri P.C Lalchhuanmawia, Proprietor, PC Store, Thingdawl, Kolasib District, Mizoram on 27.07.2016. Registered as Money Suit No 68 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 his Complaint *inter alia* that the Plaintiff is a businessman by profession and the authorized distributor of Adhunik Cement Ltd at Aizawl inter alia within the State of Mizoram whereas the Defendant is the Proprietor of PC Store, Thingdawl, Kolasib District, Mizoram. The Defendant had entered into business transactions with the Plaintiff within the years 2014-2015. In the process, the Defendant had bought cement bags from the Plaintiff's Godown at Bawngkawn, Aizawl on different dates on credit/debit system at lower rates and the Defendant resold the same to outsiders at higher rates in order to make profit. The said transactions were duly noted and recorded in a ledger account. The closing balance due out of cement bought by the Defendant on credit/debit basis was Rs.3,26,400/- as on 1/9/2015. For the said business, the Defendant had issued a signed blank cheque bearing SBI Kolasib account No.32957565171 to be utilized by the Plaintiff as and when necessary. Since no payment has been made by the Defendant against the closing balance, the total liability has come to Rs.3,26,400/-. However, on account of remaining balance of the security deposit made by the Defendant i.e, Rs.1,53,746/- the total amount payable by the Defendant to the Plaintiff is Rs.1,72,654/-. On 16/2/16 the Defendant issued a cheque bearing account No. 97001457013 amounting to Rs.80,000/- as part payment to his liability. However, while the Plaintiff tried to encash the cheque, the said cheque was returned due to insufficient funds. The Plaintiff had informed the matter to the Defendant thereby requesting him for recovery of his outstanding balance, however, the Defendant paid no heed to the same. As the Defendant had no intention of paying his liability, the Plaintiff through counsel had served Legal Notice dt.14/3/16 and the same was duly received by the Defendant. After receiving the said Legal Notice and since no

effort was made by the Defendant to make the said payment, the Plaintiff then tried to encash the cheque i.e cheque bearing account No. 32957565171 provided by the Defendant on 28/6/16. However, the said cheque was returned due to insufficient funds. As it appeared that the Defendant had no intention to clear his debt and the Plaintiff had no other alternative but to approach a court of law. Hence, the instant suit. The Plaintiff therefore claimed the following reliefs:

- i). 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.1,72,654/- along with interest @ 12% p.a. to the Plaintiff;*
- iii). For a decree directing the Defendant to pay his debt amounting to Rs.1,72,654/- along with interest @ 12% 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.*

#### EX-PARTE PROCEEDING

3. On receipt of the Plaint, this Court had issued summons to the defendant. Accordingly, the Defendant engaged Shri C Lalamliana, Advocate. This Court issued summons to the Defendant on 07.09.2016, 13.12.2016 and 14.02.2017. The Ld. Counsel for the Defendant also appeared before this Court on 04.11.2016 and the Defendant himself also on 18.10.2016. Received summons return as well. However, as written statement had not been filed, the Ld. Counsel for the Plaintiff on 12.04.2017 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 were no issues to frame.

#### PLAINTIFF'S EVIDENCE

5. PW 1 Shri V Malsawmdawngliana (Plaintiff) gave evidence in the Court by way of examination-in-chief. PW 1 submitted that he was a businessman by profession and the authorized distributor of Adhunik Cement Ltd at Aizawl inter alia within the State of Mizoram whereas the Defendant was the Proprietor of PC Store, Thingdawl, Kolasib District, Mizoram. They had entered into business transactions with the Defendant within

the years 2014-2015. In the process, the Defendant had bought cement bags from his Godown at Bawngkawn, Aizawl on different dates on credit/debit system at lower rates and he resold the same to outsiders at higher rates for profit. The said transactions were duly noted and recorded in a ledger account. The closing balance due out of cement bought by the Defendant on credit/debit basis was Rs.3,26,400/- as on 1/9/2015. For the said business, the Defendant had issued a signed blank cheque bearing SBI Kolasib account No.32957565171 to be utilized by him as and when necessary. Since no payment has been made by the Defendant against the closing balance, the total liability has come to Rs 3,26,400/-. However, on account of remaining balance of the security deposit made by the Defendant i.e, Rs.1,53,746/- the total amount payable by the Defendant to him was Rs.1,72,654/-. On 16/2/16 the Defendant issued a cheque bearing account No. 97001457013 amounting to Rs 80,000/- as part payment to his liability. However, while he tried to encash the cheque, the said cheque was returned due to insufficient funds. He had informed the matter to the Defendant thereby requesting him for recovery of his outstanding balance, however, the Defendant paid no heed to the same. As the Defendant did not intend to pay his liability, he through his counsel had served Legal Notice dt.14/3/16 and the same was duly received by the Defendant. Even after receiving the said Legal Notice and since no effort was made by the Defendant to make the said payment, he then tried to encash the cheque i.e cheque bearing account No.32957565171 provided by the Defendant on 28/6/16. However, the said cheque was returned due to insufficient funds. Hence, he filed the instant suit. The Plaintiff exhibited Ext P I, A copy of the ledger Account, Ext P 2, A copy of cheque bearing A/C No. 97001437013, Ext P 3, A copy of cheque return slip, Ext P 4, A copy of legal notice, Ext P 5, A copy of SBI cheque bearing A/C No. 32957565171 and Ext P 6, A copy of cheque return slip.

#### DECISION AND REASONS FOR DECISION

6. After careful perusal of the Plaint and all other documents including the Court fees, the present case was registered as a Money Suit No 68 of 2016. It is therefore considered that the present suit is maintainable in its present form and style. I have gone through the evidence given by the Plaintiff cited as PW 1 including all exhibits. I had no doubt. Accordingly, it is considered that the Defendant has liability of making payment of his

debt amounting Rs 1,72,654/- (Rupees One Lakh Seventy Two Thousand Six Hundred Fifty Four) to the Plaintiff.

**ORDER**

7. In view of the above observations and findings, it is ordered that the Defendant namely Shri P.C Lalchhuanmawia, Proprietor, PC Store, Thingdawl, Kolasib District, Mizoram shall pay the Plaintiff Rs 1,72,654/- (Rupees One Lakh Seventy Two Thousand Six Hundred Fifty Four) within three months from the date of this Order with pendente lite interest @ 8 % per annum which shall be calculated from the date of institution of this suit till its realization and costs Rs 4,625/- (Rupees Four Thousand Six Hundred and Twenty Five) for Court fees and Rs 5,000/- (Five Thousand) for Lawyer's Fee.
8. With the above Order, the present case stands disposed of.
9. 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> March, 2018 Anno Domini.**

**(H. LALDUHSANGA)**

Civil Judge - II

Aizawl

Memo No.....: Dated Aizawl, the 5<sup>th</sup> March, 2018.

Copy to:-

1. Shri V. Malsawmdawngliana C/o Neihkunga Gas Agency Bawngkawn, Aizawl through Counsel Shri K Laldinliana, Advocate
2. Shri P.C Lalchhuanmawia, Proprietor, PC Store, Thingdawl, Kolasib District, Mizoram through Counsel Shri C Lalzamliaana, Advocate
3. i/c Judicial Section.
4. Case record.

**PESHKAR**

**IN THE COURT OF THE CIVIL JUDGE AT AIZAWL**  
**Money Suit No. 68 of 2016**

Shri V. Malsawmdawngliana  
C/o Neihkunga Gas Agency  
Bawngkawn, Aizawl.

....Plaintiff

-Vrs-

Shri P.C Lalchhuanmawia  
Proprietor  
PC Store, Thingdawl  
Kolasib District, Mizoram

....Defendant

BEFORE  
H. LALDUHSANGA, Civil Judge

Counsel for the Plaintiff	: Shri K Laldinliana, Advocate
Counsel for the Defendant	: Shri C Lalzamlia, Advocate

**DECREE**

**Dated 05.03.2018**

**This suit registered as Money Suit No 68 of 2016 coming on this day of the 27<sup>th</sup> July, 2016 for final disposal before Shri H Lalduhsanga, Court of Civil Judge, Aizawl in the presence of Shri K Laldinliana for the Plaintiff and of Shri C Lalzamlia for the Defendant.**

**IT IS THEREFORE ORDERED AND DECREED by the Court that the Defendant shall pay Rs 1,72,654/- (Rupees One Lakh Seventy Two Thousand Six Hundred Fifty Four) with interest thereon at the rate of 8 % per annum with effect from the date of institution of the present suit till its realization and costs of Court's Fee and Lawyer's Fee.**

**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**

	<b>Plaintiff</b>				<b>Defendant</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>4,625</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>5,000</b>	<b>00</b>
<b>3.</b>	<b>Total</b>	<b>NIL</b>	<b>NIL</b>	<b>3.</b>	<b>Total</b>	<b>9,625</b>	<b>00</b>

**(H. LALDUHSANGA)**

**Civil Judge - II**

**Aizawl**