

IN THE COURT OF ADDITIONAL DISTRICT JUDGE
AIZAWL JUDICIAL DISTRICT, AIZAWL, MIZORAM.

Present : Shri Vanlalenmawia, MJS
Additional District Judge,
Aizawl Judicial District, Aizawl.

Money Suit No. 67 of 2014

Zoram Industrial Development Corporation Ltd. (ZIDCO)
(Represented by its Managing Director, New Secretariat
Complex, Aizawl).Applicant

-Versus-

1. Sh. T.C Varte (L),
(Represented by his wife and legal representative
Smt.Thanghliri R/o Kanan Veng, Aizawl, Mizoram)
2. Sh. T.C Varte (L),
(Represented by his mother and legal representative
Smt.Hrangkungi, R/o Kanan Veng, Aizawl, Mizoram)
3. Sh. Zosanga,
B/o Sh. T.C Varte (L), R/o Kanan Veng, Aizawl, Mizoram.
4. Sh. V.P Vuana,
S/o Sena (L), R/o Ramhlun Venglai, Aizawl, Mizoram

.....Opposite Parties

APPEARANCE

For the applicant : Shri A.R. Malhotra, Advocate.

For the opposite parties : Shri Lalzamlia, Advocate

Date of Hearing : 22.2.2016

Order delivered on : 23.2.2016

JUDGMENT & ORDER

1. The present application is filed u/s 31 of the State Financial Corporation Act, 1951 for sale of the property mortgaged in favour of the petitioner as security for the loan obtained by the deceased Opposite Party No.1 and the Opposite Party No.4. The deceased T.C. Varte was represented by the Opposite Parties No.1 – 3.

.....2/-

2. Notices were issued to the Opposite Parties No.1, 2, 3 & 4. The Opposite Party No.1 contested the suit by submitting a written statement and stated that although she had married with T.C Varte on 14/11/1985, their marriage had ended when T.C Varte passed away on 17/7/1989 and then she returned to her father's house without inheriting any property of her deceased husband. She, therefore, claimed that she has no liability with respect to her deceased husband's debt. The Opposite Party No.4 namely Sh. V.P. Vuana submitted a Written Statement wherein he stated inter alia that as his economic condition is limited and there is no likelihood of him repaying the loan, the mortgaged property may be auctioned and he also submitted that the Opposite Parties No.2 & 3 died on 1st December, 2004 and 4th March, 1996 respectively.

3. Brief facts of the case:-

In the year 1985, after executing the Deed of Agreement dt.30/09/1985, the deceased T.C. Varte obtained loan amounting to Rs.4,19,000/- from the Applicant for setting up of M/S Alpha Automobile Motor Works located at Luangmual, Aizawl, Mizoram. The loan carried an interest @ 12.5% p.a. simple interest and was to be repaid in within 10 years including a moratorium period of 24 months. The Opposite Party No.4 stood as Guarantor. The deceased T.C. Varte had also executed a Mortgage Deed on 30/09/1985 whereby he had mortgaged the LSC No.AZL.1510 of 1989 registered in the name of Vanlalruata S/o Kunga(L), R/o Salem Veng, Aizawl in favour of the Applicant as security for the loan taken by him. The deceased T.C. Varte failed to repay the loan and therefore the Applicant had sent a number of notices but in vain leading to this present suit.

4. The Opposite Party No.1 does not deny that her deceased husband obtained loan from the Applicant. She claimed that she has no liability with respect to her deceased husband's debt since their marriage had ended when T.C Varte passed away on 17/7/1989 and then she returned to her father's house without inheriting any property of her deceased husband. The Opposite Party No.4 also does not deny the fact that the deceased T.C. Varte obtained loan from the Applicant. Even though he denied that he had stood as Guarantor, he stated that his only income is his pension salary and hence, none of the Opposite Parties would be able to repay the loan amount of Rs.4,19,000/-. He also stated that the Opposite Parties No.2 & 3 died on 1st December, 2004 and 4th March, 1996 respectively. He further

prayed the Hon'ble court that the mortgaged property i.e. LSC No.AZL 1510 of 1989 may be auctioned to liquidate the loan amount and to rescind the interest incurred from the said loan taken by the deceased T.C. Varte.

5. As consented by the parties and in view of the facts stated earlier and since the Opposite Parties No.1 – 4 have no objection to the loan being secured by attaching hypothecated land covered under LSC No.AZL 1510 of 1989 and then by sale of the mortgaged property. The suit is disposed off with the following Order.

ORDER

In the result, the application is allowed. The applicant is allowed to realize the sum of Rs. 4,19,000/- as on 30.9.85 with pendentelite interest @ 6% per annum till the date of recovery of the said amount. The applicant shall first take the step to realize the amount by attaching hypothecated land covered by LSCs No. AZL 1510 of 1989. The sale proceed will be utilized for recovery of the loan in question in terms of the Agreement executed between the parties at the time of obtaining loan.

With the above Order, the Suit stands disposed off.

Pronounced in open court and given under my hand and the seal of this court on this the 23rd day of February, 2016.

Sd/- VANLALENMAWIA
Additional District Judge
Aizawl Judicial District
Aizawl, Mizoram

Memo No. _____/ADJ(A)/2016 : Dated Aizawl, the 23rd February, 2016

Copy to: -

1. Applicant through Counsel Sh. A.R. Malhotra, Advocate.
2. Opposite Parties No. 1-4 through Sh. Lalzamliaana, Advocate.
3. District Judge, Aizawl Judicial District, Aizawl.
4. Registration Section.
5. Guard File.
6. Case Record.
7. Calendar Judgment.

P E S H K A R