

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. 271 of 2015

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

-Versus-

1. Shri H.Robuanga
S/o V.L.Nghaka (L),
R/o Khatla High School Veng,
Aizawl, Mizoram.
2. Shri H.Lalchhuanawma
S/o v.L.Nghaka (L),
R/o Khatla High School Veng,
Aizawl, Mizoram.Opposite Parties

APPEARANCE

For the applicant	:	Shri A.R. Malhotra, Advocate.
For the Opposite Parties	:	Shri K.Kawlkhumma, Advocate.

Order delivered on : 14.3.2016

ORDER

1. The application has been filed under Section 31 of the State Financial Corporation Act, 1951 for giving order to sell the property mortgaged/ hypothecated in favour of the applicant as security for the loan taken by the opposite parties and for enforcing their liabilities.

2. The applicant is a company incorporated under the Companies Act, 1956 having its head office in Aizawl with the aims and object of financing the Small Scale Industries/Small Business Entrepreneurs by giving loans.

3. The opposite party No. 1 is the proprietor of M/S Hrangdo Furniture Works located at Kolasib, Mizoram while the opposite party No. 2 is his guarantor working as Circle Assistant-1 under Local Administration Department at Thakthing Tlang, Aizawl at the time when he executed the Deed of Guarantee on 18.12.1986.

4. The case of the applicant is that the opposite party No. 1 approached the applicant by submitting his loan application on 11.9.1986 for obtaining loan amounting to Rs. 1,75,000/- for setting up of M/S Hrangdo Furniture Works located at Kolasib, Mizoram and the opposite party No. 2 agreed to act as guarantor for the opposite party No. 1, and executed a deed of guarantee on 18.12.1986. Further, the opposite party No. 1 acted as one of the witnesses to the Deed of Guarantee on 18.12.1986. In pursuance of the said loan application dated 11.9.1986, the applicant sanctioned a loan amounting to Rs 1,75,000/- in favour of the opposite party No. 1 at the rate of 12.5% per annum on simple interest vide its letter No. F.ZIDCO(L)/142/86/ARS dated 13.10.1986 after verifying the loan application of the opposite party No.1 vide dated 11.9.1986. In the terms and condition made between the parties, the loan had to be repaid within 8.6 years (Eight and half years) inclusive of a moratorium period of 18 months. Thereafter, the applicant and the opposite party No. 1 executed the deed of agreement dated 18.12.1986. It is further case of the applicant that the opposite party No. 1 executed mortgaged deed of the land covered by LSC bearing Registration No. AZL. 15 of 1983 registered in his name. It is also the case of the applicant that the opposite party No. 1 defaulted in repaying the loan in spite of several notices served upon him. The opposite party No. 1, in his letter on 16.5.2015 addressing to the Managing Director, ZIDCO requested him to extend Special OTS for the purpose of repaying his loan and in the said letter, he reflected that he had repaid Rs. 10,000/- against the loan taken by him. The action of the opposite No. 1 and the opposite No. 2 in failing to repay the loan amount of Rs. 1,75,000/- with interest as agreed by them is highly illegal and they are bound to comply with the terms and conditions of the Deed of Agreement and the Deed of

Guarantee executed by them. As there is no option choice left for the applicant, hence this application.

5. This Court issued show cause notice to the opposite parties on 12.1.2016.

6. On 29.2.2016, the learned Counsel Shri K.Kawlkhuma appearing for the opposite parties informed this Court that the opposite parties had liquidated the loan taken by the opposite party No. 1 with all interest on 26.2.2016.

7. The learned Counsel Shri K.Kawlkhuma appearing for the opposite parties produced Liquidation Certificate dated 26.2.2016 issued by the applicant on 10.3.2016 which was approved by the learned Counsel Shri A.R. Malhotra appearing for the applicant.

8. In the result, the instant case is closed.

9. The application is therefore disposed off.

Order is delivered in the open court on this 14th day of March, 2016 under my hand and seal.

Sd/- VANLALENMAWIA
Addl. District Judge
Aizawl Judicial District,
Aizawl, Mizoram.

Memo No. _____/ADJ(A)/2016 : Dated Aizawl, the 14th March, 2016

Copy to: -

1. ZIDCO through Counsel Sh. A.R. Malhotra, Advocate.
2. Shri. H.Robuanga S/o V.L.Nghaka (L) through Counsel Shri K.Kawlkhuma, Advocate.
3. Shri H. Lalchhuanawma, S/o V.L.Nghaka through Counsel Shri K.Kawlkhuma, Advocate.
4. District Judge, Aizawl Judicial District, Aizawl.
5. Registration Section.
6. Guard File.
7. Case Record.
8. Calendar Judgment.

P E S H K A R