

**Present : Md. Hasan Zaman, Judge (Joint District Judge)**

**Artha Rin Adalat No.1, Dhaka.**

Order No-16

Dt. 05.04.2026

Today is fixed for payment of cost of Tk. 3,000/- by the defendant and for last opportunity to cross-examine P.W.1.

The plaintiff appears and files hazira. The defendants remain absent without taking any step and do not file any hazira.

The record is taken up for hearing.

On perusal of the record, it appears that the case was fixed for cross-examination of P.W.1 by the defendants. Previously, upon prayer of the defendants, the cross-examination was deferred on several occasions. Lastly, time was granted on cost of Tk. 3,000/- with a clear condition, as reflected in Order No. 15 dated 12.03.2026, that failure to cross-examine P.W.1 would result in ex-parte disposal of the suit.

However, on the date fixed, the defendants neither appeared nor cross-examined P.W.1, nor took any steps. In such circumstances, the suit is taken up for ex-parte hearing.

Upon perusal of the record, it appears that the plaintiff, namely **LANKABANGLA FINANCE PLC**, has instituted the present suit against the defendants No.1-4 for realization of an outstanding amount of Tk. **9,38,834.25 (Nine Lac Thirty Eight Thousand Eight Hundred Thirty-Four and Paise Twenty-Five only)** inclusive of interest calculated up to 30.04.2024.

In compliance with Section 7(1) of the Artha Rin Adalat Ain, 2003, summons were duly issued upon the defendants in accordance with law. However, only Defendant No. 1 entered appearance and contested the suit, while the remaining defendants failed to appear and, as such, the suit proceeded against them ex-parte. Notwithstanding such appearance, Defendant No. 1 did not avail the opportunity to cross-examine P.W.1 despite repeated chances granted by this Court.

The plaintiff, in order to substantiate its claim, submitted affidavit-in-chief of P.W.1 along with documentary evidence, namely: (i) Power of

Attorney, (ii) Loan Application, (iii) Sanction Letter, (iv) Charge Documents, (v) Legal Notice, and (vi) Statement of Account.

All the aforesaid documents have been meticulously examined and considered.

Upon scrutiny of the oral and documentary evidence on record, it transpires that the plaintiff duly sanctioned and disbursed the loan facility in favour of the defendants. The defendants, having availed and enjoyed the said credit facility, incurred liability but subsequently defaulted in repayment of the outstanding dues as stated in the plaint.

It is pertinent to note that, under Section 6(4) of the Artha Rin Adalat Ain, 2003, the affidavit-in-chief submitted by the plaintiff is to be treated as substantive evidence. In the absence of any cross-examination or rebuttal by the defendants, the said evidence remains unchallenged and carries full evidentiary value.

Upon an overall evaluation of the affidavit evidence and the documents placed on record, this Court is satisfied that the plaintiff has been able to prove its case convincingly and establish the claim as set out in the plaint.

Accordingly, this Court finds that the claim of the plaintiff is well-founded, legally sustainable, and duly substantiated by evidence, and as such, the plaintiff is entitled to the reliefs as prayed for.

**Court fee paid is correct.**

**Hence**

**It is Ordered**

That the suit is decreed ex-parte against Defendant Nos. 1–3 with costs. The plaintiff is entitled to realize a sum of Tk. Tk. **9,38,834.25 (Nine Lac Thirty Eight Thousand Eight Hundred Thirty-Four and Paisa Twenty-Five only)** as on **30.04.2024**.

The plaintiff is further entitled to interest at the rate of 12% (twelve percent) per annum simple interest from 14.07.2024 (the date of

institution of the suit) until full realization of the decretal amount, in accordance with Section 50(2) of the Artha Rin Adalat Ain, 2003.

The defendants are directed to pay the decretal amount with interest/profit within 60 (sixty) days from the date of this judgment.

In default, the plaintiff shall be at liberty to realize the decretal amount through the process of the Court in accordance with law.

Any amount, if paid by the defendants during the pendency of the suit, shall be adjusted as per law.

**T/C by me**

**Md Hasan Zaman  
Judge  
Artha Rin Adalat No.1,  
Dhaka**

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Judge  
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