

অর্থ ঋণ মামলা নং- ৬১৪/২০২৪ ।

উপস্থিত- জনাব মোঃ হাসান জামান, জজ (যুগ্ম জেলা জজ)

অর্থ ঋণ আদালত নং-১, ঢাকা

আদেশ নং-১৭

তাং-  
০৭/০৪/২০২৬ ইং

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 23.02.2026, 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 for realization of an outstanding amount of Tk. **7,14,942.72 (Seven Lac Fourteen Thousand Nine Hundred Forty-Two and Paise Seventy-Two only)** inclusive of interest calculated up to 31.10.2023.

In compliance with Section 7(1) of the Artha Rin Adalat Ain, 2003, summons were duly issued against the defendants. However, only Defendant No. 3 entered appearance and contested the suit, while the other defendants remained absent. Despite opportunity, the contesting defendant failed to cross-examine P.W.1.

The plaintiff, in support of its case, submitted affidavit-in-chief along with the documents: 1. Power of Attorney 2. Loan Application 3. Sanction Letter 4. Charge Documents 5. Legal Notice and 6. Statement of Account .

All the documents have been carefully perused. It appears that the plaintiff has successfully proved that the plaintiff duly sanctioned and disbursed the credit facility in question in favor of the defendants who after avail and enjoyed the loan and subsequently failed to make payment of the outstanding dues as stated in the plaint. As per Section 6(4) of the Artha Rin Adalat Ain, 2003, the affidavit-in-chief shall be treated as substantive evidence.

Upon evaluation of the affidavit and the documentary evidence, this Court finds that the claim of the plaintiff is well-founded and duly substantiated. Accordingly, this Court holds that the plaintiff is entitled to the relief 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. **7,14,942.72 (Seven Lac Fourteen Thousand Nine Hundred Forty-Two and Paise Seventy-Two only)** as on **31.10.2023**.

The plaintiff is further entitled to interest at the rate of 12% (twelve percent) per annum simple interest from 14.02.2024 (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.

আমার স্বহস্তে কম্পোজকৃত ও সংশোধিত-

মোঃ হাসান জামান  
জজ (যুগ্ম জেলা জজ)  
অর্থ ঋণ আদালত নং- ১, ঢাকা।

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