

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

Order No. 17
Dated-01.04.2026

Today is fixed for hearing of the petition filed earlier by the plaintiff under **Order VI Rule 17 of the Code of Civil Procedure, 1908 read with Section 57 of the Artha Rin Adalat Ain, 2003.**

The learned Advocate for the plaintiff appears and presses the petition.

At the outset, the learned Advocate submits that the plaintiff instituted **Artha Rin Suit No. 1415 of 2023** against the defendants and thereafter obtained an ex-parte judgment and decree dated **24.06.2025** and signed on **29.06.2025** from this Court. It is further submitted that after pronouncement of the judgment and decree, the plaintiff discovered that although the loan in question had been secured by a **Registered Deed of Mortgage No. 844 dated 29.01.2018** and **Irrevocable General Power of Attorney (IGPOA) No. 845 dated 29.01.2018**, the schedule of mortgaged property covered by those deeds was inadvertently omitted from the plaint at the time of institution of the suit. Consequently, the said schedule was also not reflected in the judgment and decree. It is contended that such omission was purely inadvertent and accidental, and unless corrected, the decree-holder may face practical difficulty in execution of the decree against the mortgaged security. Therefore, prayer has been made for amendment of the plaint and consequential correction of the decree by insertion of the omitted schedule for the ends of justice.

Heard the learned Advocate for the plaintiff, perused the petition, relevant documents and the entire record.

On scrutiny of the record, it appears that the sanction letter dated **11.12.2017** relating to the loan facility of **Tk. 70.00 lac** specifically records that the facility was secured by equitable/registered mortgage over the scheduled immovable property in favour of the plaintiff bank. The registered mortgage deed and the IGPOA produced before the Court also clearly establish that the mortgaged property was intended from the very inception to constitute security for the loan transaction forming subject matter of the present suit.

It further appears that though the mortgage documents were part of the loan transaction and existed prior to institution of the suit, the detailed schedule of land was not incorporated in the plaint due to an inadvertent omission. As a result, the

ex-parte judgment and decree, though passed on the basis of the loan liability, remained silent regarding the mortgaged property.

Now the principal question is whether such omission can be corrected after pronouncement of ex-parte judgment and decree.

In this regard, it is well settled that the object of **Order VI Rule 17 CPC** is to allow amendment where such amendment is necessary for determining the real question in controversy between the parties, provided it does not alter the fundamental character of the suit or introduce a new cause of action. In the present case, the proposed amendment does not introduce any new claim, new relief, or fresh cause of action. Rather, it merely seeks incorporation of an existing security already forming part of the original loan transaction.

Moreover, **Section 57 of the Artha Rin Adalat Ain, 2003** confers upon this Court inherent procedural authority to apply principles of the Code of Civil Procedure in situations where the special law is silent, provided such exercise advances justice and does not conflict with the scheme of the special statute.

This Court is of the view that omission of the mortgaged property schedule is essentially clerical and procedural in nature, because the mortgage itself existed, the documents were executed long before filing of the suit, and the security was part of the original contractual arrangement. Therefore, allowing such amendment does not prejudice the defendants in substance, particularly when the decree has already been passed ex-parte on the same loan transaction and the amendment only perfects the decree in line with the actual documentary security.

If such correction is refused, the decree may remain incomplete and execution may be unnecessarily frustrated, defeating the very object of recovery under the special law.

The settled principle of law is that procedural rules are handmaids of justice and should not obstruct substantive adjudication where no prejudice is caused.

Accordingly, considering the facts, circumstances, documentary materials on record, and in order to secure complete adjudication and effective execution of the decree, the petition deserves to be allowed.

Hence, the petition filed by the plaintiff under Order VI Rule 17 CPC read with Section 57 of the Artha Rin Adalat Ain, 2003 is allowed.

The plaintiff is permitted to amend the plaint by incorporating the schedule of mortgaged property covered by **Registered Mortgage Deed No. 844 dated 29.01.2018 and IGPOA No. 845 dated 29.01.2018.**

Consequently, the decree already passed shall also stand corrected to the extent that the said schedule of mortgaged property shall form part of the decree.

Office is directed to incorporate the amendment in the plaint and prepare necessary correction in the decree accordingly.

Inform the parties.

D/C by me

Md Hasan Zaman
Judge
Artha Rin Adalat No.1 Dhaka

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