

A R M 397 of 2024 Ex-parte

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

Artha Rin Adalat No.1, Dhaka.

Order No-10

Dt. 29.03.2026

Today is fixed for ex-parte hearing.

The plaintiff, **The City Bank Limited**, entered appearance and filed hazira along with original documents and a schedule of papers in support of its claim. Upon conclusion of the ex-parte hearing, the case is taken up for ex-parte judgment.

From a careful perusal of the plaint, it appears that the plaintiff-bank has instituted the present suit under the provisions of the **Artha Rin Adalat Ain, 2003** seeking recovery of **Tk. 7,22,545.89 (Taka Seven Lac Twenty Two Thousand Five Hundred Forty Five Point Eighty Nine)** only, being the outstanding loan amount inclusive of interest calculated up to **08.02.2023** as described in the schedule to the plaint, against **defendant Nos. 1-2**, namely **Md. Mosharaf Hossain & others**.

It appears from the record that summons were issued against **defendant Nos. 1-2** both through process server and by registered post in compliance with Section 7(1) of the aforesaid Act. Although the process summons did not return duly served, the postal receipts relating to registered notices are available on record.

Subsequently, by order of the Court, summons were also published in the widely circulated national and local Bengali daily newspaper, namely **Alokito Bangladesh** requiring the defendants to appear and contest the suit.

Upon consideration of the materials on record, this Court is satisfied that summons were duly served upon the defendants in accordance with law. Despite such lawful service, the defendants failed to appear or file any written statement within the statutory period. Consequently, by **Order No. 16, dated 30.07.2025**, the suit was fixed for ex-parte hearing.

In support of its claim, the plaintiff has filed the following documents:

- 1. Letter of Authorization**
- 2. Loan Application**
- 3. Charge Documents**
- 4. Legal Notice with Postal Receipt**
- 5. Account Statement**

This Court has carefully examined the plaint, the affidavit filed in support thereof, and the documents annexed thereto. It appears that the loan was duly sanctioned

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and disbursed in favour of the defendants, who executed the necessary charge documents and registered mortgage deed securing the loan. The Statement of Account reflects that as of **08.02.2023** a total sum of **Tk. 7,22,545.89 (Taka Seven Lac Twenty Two Thousand Five Hundred Forty Five Point Eighty Nine)** remains outstanding inclusive of interest.

In view of Section 6(4) of the said Act, the affidavit filed in support of the plaint shall be treated as substantive evidence. Upon scrutiny of the affidavit and documentary evidence, this Court finds that the plaintiff has successfully proved its case and established the liability of the defendants. Accordingly, the loan transaction between the parties stands duly proved, and the defendants are found to have defaulted in repayment of the loan.

Court-fee paid is found correct.

Hence

It is Ordered

that the suit is decreed ex-parte against defendant Nos. 1–2 with costs for a sum of **Tk. 7,22,545.89 (Taka Seven Lac Twenty Two Thousand Five Hundred Forty Five Point Eighty Nine)** only, being the outstanding amount inclusive of interest up to **08.02.2023**.

The plaintiff shall further be entitled to interest at the rate of 12% (twelve percent) per annum simple interest, or profit as applicable, under **Section 50(2) of the Artha Rin Adalat Ain, 2003**, from the date of filing of the suit, i.e., **27.09.2023** until full realization of the decretal amount.

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

In default of payment within the stipulated time, the plaintiff shall be at liberty to realize the decretal dues through this Court in accordance with the procedure prescribed under the Artha Rin Adalat Ain, 2003.

If any amount has been paid by the defendants during the pendency of the suit, the same shall be duly adjusted in accordance with law, and the plaintiff is directed to make such lawful adjustment at the time of execution.

Let the decree be drawn up accordingly.

T/C by me

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

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