

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

Order No. 43
Dated-02.04.2026

Today the record is taken up on the strength of the put-up petition filed by the plaintiff.

The plaintiff has filed an application under **Section 152 of the Code of Civil Procedure, 1908 read with section 57 of the Artha Rin Adalat Ain, 2003** seeking amendment of the judgment and consequential correction of the decree passed in this suit.

Learned Advocate for the plaintiff appears and presses the petition.

At the very outset, the learned Advocate submits that the plaintiff instituted **Artha Rin Suit No. 964 of 2023 (previously Suit No. 379 of 2018)** on 24.04.2018 against defendant Nos. 1–3 for recovery of Tk. 10,08,03,252.66 arising out of default in repayment of the loan facility. It is further submitted that after full trial this Court delivered judgment and decree on contest on 21.08.2025, which was signed on 24.08.2025.

The learned Advocate further submits that upon examination of the certified copy of the judgment and decree, the plaintiff discovered that although defendant No.1 is the principal borrower and defendant Nos.2 and 3 are guarantors under the loan transaction, the operative portion of the judgment specifically reflects decree only against contesting defendant No.3, while no express operative order has been incorporated against defendant No.1 and defendant No.2, who had already remained absent and against whom the suit proceeded ex parte.

It is contended that in the body, discussions and findings of the judgment, the liability of all defendants has been considered together, and the omission occurred only in the decretal portion due to accidental oversight while drafting the operative part of the judgment. It is further submitted that the intended finding of the Court was that the suit stood decreed ex parte against defendant Nos.1 and 2 and on contest against defendant No.3, but the specific recital “this suit is decreed ex parte against defendant Nos.1 and 2” was inadvertently omitted from the final operative portion, and consequently such omission was also carried into the formal decree.

The learned Advocate submits that unless the said omission is corrected, serious difficulty may arise at the execution stage because the decree-holder may be prevented from proceeding effectively against all liable judgment-debtors,

particularly the principal borrower and guarantor whose liabilities have already been judicially determined in substance. Prayer is therefore made for correction of the judgment and corresponding amendment of the decree in order to bring the formal expression of the judgment into conformity with the actual adjudication intended by the Court.

Heard the learned Advocate for the plaintiff, perused the petition, earlier judgment, decree, pleadings, evidence on record and other connected documents.

Upon careful consideration, it appears that this suit was instituted under the special provisions of the **Artha Rin Adalat Ain, 2003**, wherein recovery was sought jointly against the principal borrower and guarantors on the basis of their contractual and statutory liabilities. From the records it is manifest that summons were duly served upon all defendants and defendant Nos.1 and 2 did not contest the suit, whereupon the suit proceeded ex parte against them, whereas defendant No.3 contested the proceeding.

It further appears from the findings recorded in the judgment dated 21.08.2025 that the Court considered the loan transaction, execution of security documents, guarantee obligations, default in repayment and outstanding liability of all defendants collectively, and there was no finding exonerating defendant Nos.1 and 2 from liability. Therefore, omission of the express decretal words against defendant Nos.1 and 2 in the operative portion does not reflect any conscious adjudicatory exclusion; rather, it is evidently a clerical and accidental omission committed in reducing the judgment into formal language.

This Court is of the considered view that although the application has been captioned under Section 152 of the Code of Civil Procedure, the real nature of relief sought is correction of an accidental slip in the judgment and decree. By virtue of section 57 of the **Artha Rin Adalat Ain, 2003**, the Court may apply the provisions of the Code where necessary so long as the same is not inconsistent with the special statute. Moreover, every Court retains inherent jurisdiction to correct clerical mistakes, accidental slips, omissions or formal defects so that the decree faithfully reflects the adjudication already made.

The proposed correction does not alter the merits of the judgment, does not reopen evidence, does not introduce any new claim, and does not prejudice any substantive right of the defendants. Rather, it merely removes an obvious inconsistency between the findings already arrived at and the formal decretal expression thereof.

The omission being accidental, its correction is necessary for effective enforcement of the decree and for securing the ends of justice.

Accordingly, the petition is **allowed**.

The operative portion of the judgment dated 21.08.2025 and signed on 24.08.2025 shall stand corrected by insertion of the words “এবং ১ ও ২ নং বিবাদীর বিরুদ্ধে এক-তরফাসূত্রে ” after the words “ অত্র মোকদ্দমা টি ৩ নং বিবাদীর বিরুদ্ধে দো-তরফা সূত্রে ” in the operative portion that already recorded.

Consequently, the decree already drawn shall also be corrected accordingly so that liability of defendant Nos.1, 2 and 3 is properly reflected in the decree in accordance with the judgment.

Office is directed to make necessary correction in the judgment and decree forthwith and maintain proper note in the record and decree register.

Inform the parties accordingly.

D/C by me

Md Hasan Zaman
Judge
Artha Rin Adalat No.1 Dhaka

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