

ARM 295 of 2022.

Bangladesh Form No. 3701

HIGH COURT FORM NO.5 (2)

HEADING OF JUDGMENT IN ORIGINAL SUIT/CASE

DISTRICT-DHAKA

IN THE COURT OF ARTHA RIN ADALAT NO. 1, DHAKA.

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

Date of Judgment : 18th day of May, 2026.

Artha Rin Suit No. 295 of 2022.

Reliance Finance Limited-----Plaintiff

-Versus-

Clewiston Accessories Industries Ltd.-----Defendant

This case came up for final hearing on: 15.03.2023, 28.05.2023
03.10.2023, 22.04.2024 & 05.05.2024.

In presence of :

Md. Nurul Alam-----Advocate for Plaintiff.

Moushumi Rahman-----Advocate for Defendant No.2.

Md. Ibrahim Bhuiyan-----Advocate for Defendant No.4.

And having stood for consideration to this day, the court delivered the following judgment:-

The plaintiff **Aviva Finance Ltd** (Former **Reliance Finance Limited**) filed this present suit under the **Artha Rin Adalat Ain, 2003** for recovery of **Tk. 23,58,09,480/=** (Taka Twenty Three Crore Fifty Eight Lac Nine Thousand Four Hundred Eighty) **as on 01.11.2016.**

Plaintiff's Case in Brief

1. That the plaintiff, **Aviva Finance Ltd** (Former **Reliance Finance Limited**), is a public limited company duly incorporated under the Companies Act, 1994 and is engaged in lease financing and other financial businesses upon obtaining licence under the Financial Institutions Act, 1993. The defendant No.1 is a limited company and is the borrower of the Time Loan Facility in question. The defendant No.2 is the Managing Director of the defendant No.1 company, while defendant Nos.2 and 3 are guarantors as well as mortgagors in respect of the said Time Loan Facility availed by defendant No.1. Defendant No.4 is a Director of defendant No.1 company and is also a guarantor against the said facility.

2. That upon application of the defendant No.1, the plaintiff institution sanctioned a Time Loan Facility amounting to Tk.16,00,00,000/- vide sanction letter dated 04.12.2012 in favor of the defendant No.1. That subsequently, upon a further application dated 12.11.2013 submitted by defendant No.1, the plaintiff, vide Sanction Letter dated 09.12.2013 and Loan Agreement dated 09.12.2013, renewed the existing Time Loan Facility of Tk.16,00,00,000/- in favour of defendant No.1. Later on the said loan was further renewed vide Sanction Letter dated 28.12.2014 and Loan Agreement dated 28.12.2014.

3. Defendant No.1 accepted the said sanction along with the terms and conditions stipulated therein and executed various charge documents in favour of the plaintiff. Besides this, the defendant Nos.2 and 3, executed and registered Mortgage Deed No.2724 and Irrevocable General Power of Attorney being Deed No.2725, both dated 01.10.2014, in favour of the plaintiff as security for the said loan facility.

4. That after availing the said Time Loan Facility, defendant No.1 became irregular in repayment of the dues from the very inception of the facility. Despite repeated requests, reminders, and demands made by the plaintiff, the defendants failed and neglected to regularize or adjust the

ARM 295 of 2022.

outstanding liabilities. Consequently, it became evident that the defendants had no intention to repay the legitimate dues of the plaintiff, which stood at Tk.23,58,09,480/- (Taka Twenty-Three Crore Fifty-Eight Lac Nine Thousand Four Hundred Eighty) only, inclusive of accrued interest and penal charges, as on 01.11.2016.

5. That due to persistent default in repayment, the plaintiff issued a final notice dated 01.02.2016 upon the defendants demanding adjustment of the outstanding liabilities. Thereafter, the plaintiff, through its learned Advocate, served a legal notice dated 23.03.2016 upon the defendants, calling upon them to repay the outstanding dues.

6. Despite several demand notices and the aforesaid legal notice, the plaintiff bank failed to realize its dues. It is stated that no amount has been adjusted against the said credit facilities. The conduct of the defendants indicates that they are unwilling to settle the outstanding liabilities unless compelled by due process of law. As such, having failed to recover the dues amicably, the plaintiff has been compelled to file the present suit for realization of the outstanding amount of Tk.23,58,09,480/-.

Defendant's Case :

7. **The defendants, by filing a written statement, denied all the material allegations made in the plaint and contended, *inter alia*, that the suit is not maintainable in its present form. It has been asserted that the suit is bad for misjoinder and non-joinder of necessary parties as well as causes of action, and is also barred by limitation. The defendants further contended that this Court lacks territorial jurisdiction to entertain and try the suit, inasmuch as all transactions relating to the alleged credit facilities were conducted through the Chattogram Office of the plaintiff and the impugned loan facilities were also sanctioned therefrom. Accordingly, it is stated that the suit ought to have been instituted before the competent Artha Rin Adalat at Chattogram.**

8. It is the specific case of the defendants that they never executed any charge documents or other security documents in favour of the plaintiff in connection with the alleged loan facilities. According to the defendants, the purported security documents were fraudulently procured and forged behind their back without their knowledge or consent. The defendants further denied having received any demand notice or legal notice from the plaintiff prior to institution of the suit.

9. The defendants also asserted that the plaintiff did not disburse the entire sanctioned limit under any of the sanction advices and, in particular, no amount whatsoever was disbursed pursuant to the sanction advice dated 28.12.2014. Consequently, according to the defendants, the alleged outstanding liability amounting to Tk. 23,58,09,480/- shown by the plaintiff after expiry of the facility period is wholly imaginary, baseless, and devoid of any legal foundation. It has further been alleged that the plaintiff fraudulently maintained and manipulated the accounts and, as such, is not entitled to claim any relief on the basis of such fraudulent and fabricated statements of account.

10. It is also the case of the defendants that no contractual relationship of lessor and lessee was ever created between the parties. The plaintiff, however, by relying upon its alleged fraudulent accounts, sought to portray the transaction as a lease finance transaction and claimed payable rents thereunder. According to the defendants, without procurement and delivery of any lease materials or lease assets to the defendants, the question of repayment of any alleged lease finance amount, disguised as a term loan, does not arise at all.

11. The defendants further contended that the plaintiff has failed to disclose when, how, and on which dates the respective sanction advices were allegedly acted upon by way of disbursement, or through what mode or instrument such disbursements were purportedly made. In the absence of such particulars and supporting evidence, the defendants denied that they are indebted to the plaintiff in any manner whatsoever.

12. It has also been contended that the alleged mortgage deed is not a legally valid and enforceable instrument and, therefore, no decree can

lawfully be passed on the basis thereof. In view of the facts and circumstances stated above, the defendants prayed for dismissal of the suit with costs.

13. **The defendant No.4 contested the suit by filing a separate written statement denying the material allegations made in the plaint and contending, inter alia,** that he has been independently operating his own business establishment separately from his brother, the defendant No.2. It has been specifically asserted that the defendant No.4 has no manner of transaction, connection, or involvement with the affairs and business activities of the defendant No.1 company. According to the defendant No.4, he neither attended any meeting of the defendant No.1 company nor signed any document or paper on behalf of the said company at any point of time or for any purpose whatsoever.

14. The defendant No.4 further contended that he never executed any charge documents or security documents in support of the loan allegedly availed by the defendant No.1 company. It has been alleged that the plaintiff, in collusion with defendant Nos.1 to 3, fraudulently forged and fabricated his signatures upon the purported charge documents in order to falsely implicate him in the alleged loan transaction. It is also the specific case of the defendant No.4 that he never executed any letter of guarantee or personal guarantee in favour of the plaintiff in respect of the alleged loan facilities. As such, according to him, he was neither a borrower nor a guarantor in connection with the disputed loan transaction and, therefore, he has been unnecessarily and unlawfully impleaded as a defendant in the instant suit.

15. The defendant No.4 further contended that although the plaintiff has sought to recover the alleged loan amount from him by treating him as a guarantor, no valid deed of personal guarantee was ever executed by him. Consequently, no decree for realization of the alleged loan amount can legally be passed against him under the provisions of the Artha Rin Adalat Ain, 2003. In view of the facts and circumstances stated above, the defendant No.4 prayed for dismissal of the suit against him with costs.

Issues:

16. On perusal of the plaint, written-statement, documents and previously framed issues, for proper adjudication of the suit, the issues are reframed in the following ways:

- 1) Whether the suit is maintainable in it's present form and prayer?
- 2) Whether this court takes the territorial jurisdiction to entertain the present suit ?
- 3) Whether the plaintiff has any cause of action to file the suit ?
- 4) Whether the suit is barred by defect of parties?
- 5) Whether the suit is barred by Limitation?
- 6) Whether the plaintiff is entitled to recover the claimed amount from the defendants?
- 7) Whether the plaintiff is entitled to a decree as prayed for?

Discussions and Decisions:

17. To prove the plaint case, the plaintiff examined 01 witness namely **Md. Nazmul Hossain as P.W.1** before this court. **During examination of P.W.1** the following documents were produced and proved, which have been marked as Exhibits:-

1) Letter of Authorization	Exhibit-1
2) Loan of Application	Exhibit-2
3) Sanction Letter	Exhibit-3
4) Loan Agreement	Exhibit-4
5) Charge Documents	Exhibit-5 series
6) Deed of Mortgage	Exhibit-6
7) IGPA	Exhibit-7
8) Application	Exhibit-8

ARM 295 of 2022.

9) Sanction Letter	Exhibit-9
10) Agreement	Exhibit-10
11) Charge Documents	Exhibit-11 series
12) Personal Guarantee	Exhibit-12
13) Sanction Letter	Exhibit-13
14) Loan Agreement	Exhibit-14
15) Charge Documents	Exhibit-15 series
16) Personal Guarantee	Exhibit-16
17) Overdue Letter with PR	Exhibit-17 series
18) Final Notice	Exhibit-18
19) Legal Notice	Exhibit-19
20) Paper Publication	Exhibit-20
21) Account statement	Exhibit-21

18. On the other hand, to prove the defendant's case, the defendant examined a witness namely **Md. Nasiruzzaman Chowdhury as D.W.1**, but he did not produce any evidence in support of such objection.

Decision with Reasons

19) **Issue no. 1-5: Whether the suit is maintainable in it's present form and prayer? + Whether this court lakes the territorial jurisdiction to entertain the present suit ? +Whether the plaintiff has any cause of action for filing the suit ? + Whether the suit is barred by defect of parties? + Whether the suit is barred by limitation?**

All these issues are taken up together for the sake of brevity and convenience.

ARM 295 of 2022.

Upon careful consideration of the plaint, the written statement and the evidences appearing on record, it appears that although the defendants challenged the maintainability of the suit, they have not adduced any evidence in support of such objection. On the other hand, the plaintiff is a public limited company incorporated non-banking financial Institution which is lawfully entitled to institute a suit for recovery of its dues under the provisions of the Artha Rin Adalat Ain, 2003. The plaint has been presented by way of affidavit as mandated under **Section 6(4) of the said Ain**, duly accompanied by **ad valorem court fees** and relevant charge documents. No legal infirmity is discernible in the presentation of the plaint. Therefore, the suit is clearly maintainable both in law and in fact. This issue is thus decided in favour of the plaintiff.

20) The defendants have contended that this Court lacks territorial jurisdiction to entertain the present suit on the ground that all transactions and formalities relating to the credit facilities were carried out within Chattogram District. It has further been asserted that the defendants carry on their business within the said district and that the mortgaged properties are also situated there; accordingly, according to the defendants, this Court has no territorial jurisdiction to proceed with the suit.

21) Upon scrutiny of the loan application dated 12.11.2012, marked as **Exhibit-2**, it appears that the defendant No.1 submitted the application for the loan facility to the Head Office of the plaintiff financial institution situated at Dhaka. Pursuant thereto, the loan was sanctioned by the said Head Office. The Loan Agreement, marked as **Exhibit-4**, as well as the charge documents, marked as **Exhibit-5 series**, clearly demonstrate that the agreement was executed between the defendant No.1 and the Head Office of the plaintiff institution such as Reliance Finance Limited, Sara Tower (5th Floor), 11/A Toyenbee Circular Road, Motijheel, Dhaka. The charge documents were also executed in favour of the head office of plaintiff.

22) Therefore, it is manifest that integral and substantial parts of the transaction giving rise to the present claim took place within Dhaka

District. The submission of the loan application, sanction of the loan facility, and execution of the charge documents in favour of the Head Office of the plaintiff institution at Dhaka unmistakably establish that part of the cause of action arose within the territorial jurisdiction of this Court.

23) A combined reading of sections 4 and 5 of the Artha Rin Adalat Ain, 2003 makes it abundantly clear that an Artha Rin suit is to be instituted before the Artha Rin Adalat having territorial jurisdiction in accordance with law. In determining such jurisdiction, the provisions of section 20 of the Code of Civil Procedure are also relevant.

24) It is true that the defendants reside and carry on business within Chattogram District and that the mortgaged properties are situated there. Under clauses (a) and (b) of section 20 of the Code of Civil Procedure, a suit may indeed be instituted where the defendants reside or carry on business. However, clause (c) of the said section expressly provides that a suit may also be instituted in a court within whose jurisdiction the cause of action, wholly or in part, arises.

25) In the instant case, since a part of the cause of action undeniably arose within Dhaka District, this Court is legally competent to entertain and try the suit. It is a settled principle of law that where two or more courts possess concurrent jurisdiction, the plaintiff, being dominus litis, is entitled to choose any one of such competent forums. Such choice cannot be questioned unless it is demonstrated that the chosen court inherently lacks jurisdiction, which is not the situation in the present case. In view of the discussions and findings made hereinabove, I am of the considered opinion that this Court possesses the requisite territorial jurisdiction to entertain, try, and dispose of the present suit. Hence this issue is disposed of in favor of plaintiff.

26) As regards the cause of action, the plaint sufficiently discloses grounds for bringing the instant suit. It appears from the plaint that, upon the application of the defendant No.1, the plaintiff institution sanctioned credit facilities in favour of the defendant No.1. Later on it was renewed for twice. The said facilities were secured by execution of charge

documents and personal guarantees and by way of mortgage of property. However, the defendants defaulted in repayment of loan installments as per terms of the sanction letters. The default persisted and the outstanding liabilities accumulated to the tune of **23,58,09,480/=** (Taka as on **01.11.2016**). Despite repeated reminders, the defendants failed to discharge the said liabilities. Ultimately, the plaintiff issued Legal notice on 23.03.2016, calling upon the defendants to adjust the outstanding dues. The defendants, however, did not comply. Having no other efficacious remedy, the plaintiff was compelled to institute the present suit. The cause of action thus arose on and from 23.03.2016, and the instant suit having been filed on 27.11.2016, is well within the statutory period of limitation. In view of the above, it is held that the instant suit is properly maintainable, is founded upon a sufficient cause of action, is not barred by defect of parties and is not barred by limitation. All the aforesaid issues are therefore answered in favour of the plaintiffs.

27) Issue No : 6 and 7 : Whether the plaintiff is entitled to recover the claimed amount from the defendant? + Whether the plaintiff is entitled to obtain a decree as prayed for?

All these issues are taken up together for the sake of brevity, convenience, and because they are closely interlinked both on facts and in law.

Upon careful consideration of the pleadings of the parties, the oral evidence adduced, documentary exhibits produced, and the entire materials available on record, it appears that the plaintiff, **Reliance Finance Limited later on Aviva Finance Ltd** instituted the present suit for realization of outstanding dues amounting to **Tk. 23,58,09,480/=** inclusive of accrued interest calculated up to **01.11.2016**, against the defendants under the provisions of the Artha Rin Adalat Ain, 2003.

28) It is admitted and undisputed that the plaintiff is a duly incorporated scheduled non-banking financial institution, legally competent to institute and maintain the present suit for realization of

financial claims arising out of sanctioned credit facilities advanced in the ordinary course of its business. It further appears from the record that Defendant No.1, namely **Clewiston Accessories Industries Ltd**, is the principal borrower, while Defendant Nos.2 and 4 are the guarantors and defendant No.3 is mortgagor against the the said loan facility and thereby assumed co-extensive liability with the borrower in accordance with law.

29) In view of Section 6(4) of the Artha Rin Adalat Ain, 2003, the plaint supported by affidavit carries substantive evidentiary value unless rebutted by credible and reliable evidence to the contrary. In support of its claim, the plaintiff examined one witness, namely **P.W.1 Md. Nazmul Hossain**, who submitted affidavit-in-chief in support of the plaint. His testimony remained materially consistent, coherent, and fully supportive of the plaintiff's pleaded case. Nothing substantial could be elicited in cross-examination to discredit his testimony or weaken the evidentiary value of the plaintiff's case.

30) Upon careful consideration of **Exhibit-2 and Exhibit-3**, being the loan application and sanction letter dated 04.12.2012 respectively, it clearly transpires that pursuant to the application submitted by Defendant No.1, the plaintiff financial institution sanctioned a Time Loan Facility amounting to **Tk.16,00,00,000/-** (Taka Sixteen Crore only) in favour of Defendant No.1 subject to certain terms and conditions stipulated therein. In consequence thereof, a formal Loan Agreement dated 04.12.2012, marked as **Exhibit-4**, was duly executed between the parties. The charge documents marked as **Exhibit-5 series** further reveal that Defendant No.2, Md. Abdul Alim Chowdhury, being the Managing Director of the borrower company, executed all requisite security documents, undertakings, repayment commitments, and other binding financial instruments in favour of the plaintiff institution for securing repayment of the said facility. It further appears that Defendant No.4 executed a Personal Guarantee, marked as **Exhibit-5/8**, thereby unequivocally undertaking liability for repayment of the loan in the event of default by the principal borrower.

31) Furthermore, from **Exhibit-6 and Exhibit-7**, it appears that Defendant Nos.2 and 3 created equitable mortgage over the scheduled properties by executing Mortgage Deed No.2724 and Irrevocable Power of Attorney No.2725, both dated 01.10.2014, as collateral security against the said credit facility. These documents, taken together, unmistakably establish lawful creation of financial liability and conclusively prove that Defendant No.1 duly availed the sanctioned facility and undertook binding repayment obligations in accordance with the agreed terms and conditions.

32) It further appears from **Exhibit-8 and Exhibit-9** that upon application and request made by Defendant No.1, the said credit facility was renewed on 09.12.2013. Consequent thereto, another Loan Agreement dated 09.12.2013, marked as **Exhibit-10**, was executed between the parties. The charge documents marked as **Exhibit-11 series** clearly establish that Defendant No.2 again executed all necessary security documents and repayment undertakings on behalf of the borrower company in favour of the plaintiff institution. Defendant No.4 also executed a fresh deed of Personal Guarantee, marked as **Exhibit-12**, reaffirming his continuing liability towards repayment of the renewed facility.

33) Moreover, **Exhibit-13 to Exhibit-16** clearly demonstrate that the loan facility was subsequently renewed again on 28.12.2014, and on each such renewal the parties executed fresh loan agreements, charge documents, and other security instruments. The continuity of execution of such documents over successive renewals unmistakably demonstrates acknowledgment of liability on the part of the defendants and establishes the subsistence of the borrower-creditor relationship between the parties.

34) The reminder letters marked as **Exhibit-17 and Exhibit-18**, together with the legal notice marked as **Exhibit-19**, reveal that after availing the aforesaid facilities, Defendant No.1 failed to maintain regular repayment and gradually became a chronic defaulter. The documentary evidence further demonstrates that despite repeated reminders, demands, and opportunities extended by the plaintiff

institution, the defendants failed to regularize the loan account or liquidate the overdue liabilities. The legal notice sufficiently establishes that prior demand for repayment was duly made by the plaintiff in accordance with law before institution of the suit, but the defendants failed to comply therewith.

35) The Statement of Account marked as **Exhibit-21**, maintained in the ordinary course of banking and financial business, clearly reveals that as on 01.11.2016 the total outstanding dues stood at Tk.23,58,09,480/- (Taka Twenty Three Crore Fifty Eight Lac Nine Thousand Four Hundred Eighty), inclusive of accrued interest and other lawful charges. Such statement of account, being regularly maintained in course of business, carries strong presumptive evidentiary value. In the present case, the defendants failed to produce any contrary account statement, payment reconciliation, audit report, or any reliable documentary material capable of disproving or dislodging the correctness of the plaintiff's financial claim. Consequently, the Statement of Account produced by the plaintiff remains substantially un rebutted and worthy of reliance.

36) On the other hand, the defendants contested the suit by filing written statements wherein they admitted that they had applied for the loan facility and that the same was sanctioned by the plaintiff institution. However, their principal defence is that the sanctioned loan amount was allegedly not disbursed to Defendant No.1 company. It was further contended that the defendants never executed the charge documents or other security instruments relating to the loan transaction. The defendants also alleged that instead of disbursing the loan in favour of Defendant No.1 company, the plaintiff institution disbursed the said amount in the account of one **P.K. Haldar**, who was then Chairman of the plaintiff institution. On such assertion, the defendants attempted to deny liability for repayment of the outstanding dues claimed in the suit. They also alleged that the plaintiff's claim was exaggerated and based upon an incorrect statement of account.

37) However, upon careful scrutiny of the documentary evidence on record, particularly the Statement of Account marked as **Exhibit-21**, this Court finds no substance in the aforesaid defence. The said statement clearly shows that on 10.12.2014 an amount of Tk.16.00 crore was disbursed by way of renewal of loan in favour of Defendant No.1, namely **CLEWISTON ACCESSORIES IND. LTD.** The account statement specifically identifies the borrower entity and reflects the corresponding loan transactions. Therefore, there remains no scope whatsoever to accept the contention that no loan was disbursed in favour of Defendant No.1 company.

38) It is pertinent to note that Defendant No.4 specifically denied execution of the charge documents and the Letter of Guarantee and alleged that his signatures appearing therein were forged and fabricated. However, mere denial of signature, without substantive proof, cannot displace documentary evidence produced by the plaintiff. Although Defendant No.4 raised an allegation of forgery, he failed to take any effective legal step to substantiate such claim. No application was filed for examination of the disputed signatures by a handwriting expert, nor was any expert evidence adduced before the Court to prove that the signatures appearing on the guarantee documents were not his genuine signatures. Furthermore, Defendant No.4 failed to produce any contemporaneous complaint, criminal proceeding, or other documentary material demonstrating that he had protested against the alleged forgery at any earlier point of time. In such circumstances, the bald assertion of forgery remains wholly unsubstantiated. On the contrary, the guarantee documents produced by the plaintiff form part of a continuous chain of loan and security documents executed in relation to the sanctioned facility and carry strong evidentiary value. Accordingly, this Court finds no reason to disbelieve the authenticity of the guarantee documents executed by Defendant No.4, and his defence in this regard appears to be a mere afterthought devised to evade liability arising out of the loan transaction.

39) It is settled principle that mere pleading without proof carries no evidentiary value. Although the defendants contested the suit, they failed to adduce any reliable documentary evidence to establish repayment, adjustment of installments, or falsity of the plaintiff's maintained accounts. No bank statement, voucher, money receipt, audit report, or reconciliation statement was produced by the defendants in support of their assertions. Even during pendency of the suit, the defendants neither made any substantial repayment nor submitted any credible proposal for liquidation of the outstanding dues. Mere denial or bald allegations unsupported by evidence cannot defeat a financial claim which stands duly proved by primary documentary evidence maintained in the ordinary course of business.

40) It further appears from the materials on record that due to continuous and persistent default committed by Defendant No.1, the loan account ultimately became classified in accordance with applicable banking and financial regulations. Despite repeated reminders and demands, the defendants failed to regularize the account or repay the outstanding liabilities. The plaintiff has thus successfully established that the dues lawfully matured and remained outstanding and recoverable from the defendants.

41) Under section 6(5) of the Artha Rin Adalat Ain, 2003, the liability of guarantors is co-extensive with that of the principal borrower unless expressly restricted by the terms of the guarantee contract. In the present case, no such restrictive clause has been found in the guarantee documents executed by the guarantors. Consequently, Defendant Nos.2, 3, and 4, having voluntarily executed guarantees and security documents in favour of the plaintiff institution, are jointly and severally liable along with Defendant No.1 for repayment of the decretal dues.

42) Upon comprehensive evaluation of the plaint, written statement, oral depositions, cross-examination, documentary exhibits, and all surrounding circumstances, this Court finds that the plaintiff has been able to prove its claim by reliable oral and documentary evidence. Accordingly, the issues under consideration are decided in favour of the

ARM 295 of 2022.

plaintiff who is entitled to recover **Tk. Tk. 23,58,09,480/=** (Taka Twenty Three Crore Fifty Eight Lac Nine Thousand Four Hundred Eighty) from the Defendants.

In result the case succeeded.

Court Fee paid is correct

Hence,

It is Ordered

That the present suit be decreed on contest against Defendant Nos. 1-2 and 4 and ex-party against the other defendant with costs for an amount of **Tk. 23,58,09,480/=** (Taka Twenty Three Crore Fifty Eight Lac Nine Thousand Four Hundred Eighty) **up to 01.11.2016.**

The Plaintiff shall be entitled to receive the said amount together with interest or profit as applicable under the prevailing laws or rules from **27.11.2016**, i.e., the date of filing of the suit, until full realization.

The Defendants are directed to pay the decree amount, together with interest or profit, in favor of the Plaintiff **within sixty (60) days** of the pronouncement of this judgment. In the event of default, the Plaintiff shall be entitled to recover the decree amount through lawful proceedings before the Court.

If the Defendants have made any payments during the pendency of the suit, the Plaintiff is directed to adjust the same in accordance with the law.

Typed & Corrected by Me

**Md. Hasan Zaman
Judge (Joint District Judge),
Artha Rin Adalat No-1 ,Dhaka**

**Md. Hasan Zaman
Judge (Joint District Judge),
Artha Rin Adalat No-1 ,Dhaka.**