

IN THE SUPREME COURT OF BANGLADESH
HIGH COURT DIVISION
(CIVIL APPELLATE JURISDICTION)

Present:

Mr. Justice S M Kuddus Zaman

And

Ms. Justice Tamanna Rahman Khalidi

First Appeal No.471 of 2010

Janata Bank Limited

...Appellants

-Versus-

M/S. East Queen Shipping Limited and others

... respondents

Mr. Md. Nazmul Hoque, Advocate

... For the appellants.

Mr. Jyotirmoy Barua with

Mr. Ripon K. Barua, Advocates

... For the respondents.

Heard on 19.01.2026, 20.01.2026 and 27.01.2026.
Judgment on 28.01.2026.

S M Kuddus Zaman, J:

This First Appeal at the instance of the plaintiff is directed against the judgment and decree dated 30.08.2010 passed by the learned Judge of the Artha Rin Adalat No.1, Chattogram, in Artha Rin Suit No.272 of 2003 decreeing the suit in part for Taka 12,57,83,423.50/-.

Facts in short are that the appellant as plaintiff instituted above Artha Rin Suit for recovery of Taka 33,20,33,423/- along with

interest at the rate of 15% per annum alleging that defendant No.1 obtained CC pledge and LTR revolving loan facilities from the plaintiff in 1993 for ships breaking and scrap metals business of four old ships and after selling of scrap metals partially satisfied above loan. On 23.03.1996 on an application of the defendant above loan facility was renewed and enhanced to Taka 28,0000000/- for L. C. revolving limit, Taka 28,0000000/- for C.C. pledge revolving limit and Taka 1.50 crore for LTR revolving limit. The plaintiff imported two old ships namely MV Keravus Speed and MV Negi Pionear and started breaking those and extracting scrap metals but defendant Nos.1 and 2 did not make proportionate repayment of above loan in accordance with the terms of the loan sanction letter which stood at Taka 33,20,33,423/- on 31.12.2000.

Defendant Nos.1, 2, 4, 13 and 14 contested above suit by filing separate written statements. The claims and allegations made by defendant Nos.1 and 2 in their respective written statements are identical in which they stated that defendant Nos.1-2 obtained above loan facilities in 1993 and imported four old ships for extraction of scrap metals and after selling out scrap metals they fully paid above loan. In 1996 the limits of above loan facilities of defendant Nos.1 and 2 was enhanced and they imported two old ships namely MV Keravus Speed and MV Negi Pionear which were in the custody and possession of the plaintiff. Defendant Nos.1 and 2 extracted 8432

metric ton scrap metals from above two ships in 1997 and utilized sale proceeds towards payment of above loan. The plaintiff with ill motive stopped delivery of 18750 metric ton scrap metal and the defendant made relentless endeavor in 1997 to take delivery of scrap metals at the rate of Taka 12,000/- per ton but the plaintiff did not make delivery of above pleaded goods. Above willful non co-operation of the plaintiff and stopping delivery of 1870 metric tons of scrap metals defendant caused loss of Taka 21,72,50,000/- which may be set off from the claim of the plaintiff.

Defendant No.4 stated that she did not appoint defendant No.2 as her constituted attorney by deed of power of attorney dated 19.09.1993 nor he was authorized to execute deeds of mortgages for her properties as described in schedule 2 and 4 and above deed of power of attorney dated 19.09.1993 was a forged, concocted and false document. The title deeds of defendant No.4 for above properties were lost during the liberation war of 1971. This defendant as plaintiff filed Title Suit No.285 of 199 in the 2nd Court of Joint District Judge for cancellation of above deed of power of attorney dated 19.09.1993 which was decreed on 25.06.2001 and above deed was cancelled.

Defendant Nos.13 and 14 are heirs of now deceased Abu Siddiq who was a third party guarantor and mortgagor of properties described in schedule No.7. Above defendants stated that Abu

Siddique mortgaged his above properties as security of the loan obtained by defendant Nos.1 and 2 in 1993 and above loan was fully satisfied. Above Abu Siddique has died on 18.05.1995 and his properties have been inherited by above defendants. Above Abu Siddique was not liable for payment of the loan of defendant Nos.1 and 2 which they obtained in 1996.

At trial plaintiff examined one witness and documents of the plaintiff were marked as Exhibit Nos.1-37. Defendant No.2 examined one witness, defendant Nos.13-14 examined one witness and defendant No.4 examined one witness. Documents of defendant No.4 were marked as Exhibit Nos."Ka" - "Uma".

On consideration of facts and circumstances of the case and evidence on record the learned Judge of the Artha Rin Adalat decreed above suit in part for Taka 12,57,83723.50 and struck out the name of defendant No.4 from the plaint.

Being aggrieved by and dissatisfied with above judgment and decree of the trial Court above plaintiff as appellant moved to this Court and preferred this First Appeal.

Mr. Md. Nazmul Hoque, learned Advocate for the appellant submits that above Artha Rin Suit was filed on 27.02.2001 under the Artha Rin Adalat Ain, 1990 but after promulgation of Artha Rin Adalat Ain, 2003 (Act No.8 of 2003) above suit was tried and disposed of under the Artha Rin Adalat Ain, 2003. Section 18 of Act

No.8 of 2003 prohibited the Artha Rin Adalat to entertain any counter claim or set of in any suit under above Act. But the learned Joint District Judge most illegally decreed the suit in part on consideration of the counter claim of defendant Nos.1 and 2 that due to alleged non supply of 18750 metric ton scrap by the plaintiff in 1997 defendant suffered loss of Taka 20,62,50,000/- which is not tenable in law. The learned Advocate further submits that defendant No.4 submitted a petition under Order 1 Rule 10 of Code of Civil Procedure for striking out her name from the plaint which was rejected by the learned Judge of the Artha Rin Adalat vide order No.55 dated 23.03.2004. Above defendant again submitted a similar petition under Order 1 Rule 10 of the Code of Civil Procedure for striking out her name which was again rejected by the learned Judge of the Artha Rin Adalat vide order dated 26.01.2010. But the learned Judge of the Artha Rin Adalat most illegally struck out the name of defendant No.4 from above suit in the ordering part of the impugned judgment on the basis of ex-parte judgment and decree passed by the Joint District Judge, 3rd Court, Chattogram in Title Suit No.285 of 1990. But the plaintiff was not a party in Title Suit No.285 of 1999. As such above ex-parte judgment and decree of Title Suit No.285 of 1999 was not binding upon the plaintiff. On consideration of above facts and circumstances of the case and materials on record the learned Judge of the Artha Rin Adalat should have decreed above suit in full and

should not have struck out the name of defendant No.4. But the learned Judge of the Artha Rin Adalat decreed above suit in part and struck out the name of defendant No.4 on erroneous perception of facts and laws which is not tenable in law.

On the other hand Mr. Jyotirmoy Barua, learned Advocate for respondent No.4 submits that defendant No.4 did not obtain loan from the plaintiff nor she gave mortgage of her properties. Plaintiff claims that defendant No.4 executed a registered deed of power of attorney to on 19.09.1993 (Exhibit No.33) appointing defendant No.2 her constituted attorney and on the strength of deed of power of attorney defendant No.2 executed and registered deeds of mortgage for the properties of defendant No.4 as described in schedule Nos.2 and 4. In fact defendant No.4 did not execute above deed of power of attorney which was a forged deed and for cancellation of above power of attorney deed dated 19.09.1993 defendant No.4 instituted Title Suit No.285 of 1999 to the 3rd Court of Joint District Judge, Chattogram which was decreed on 18.06.2001. As such the deeds of mortgages executed by defendant No.2 for the properties of defendant No.4 were ineffective and fraudulent documents. As far as memorandum of deposit of title deeds for above properties are concerned the learned Advocate submits that during liberation war of 1971 all above original documents were lost from the dwelling house of defendant No.4. On correct appreciation of above facts and

circumstances of the case and materials on record the learned Joint District Judge rightly struck out the name of defendant No.4 from above suit which calls for no interference.

We have considered the submissions of the learned Advocates for the respective parties and carefully examined all materials on record.

Mr. Monsur Ahmed an Officer of the plaintiff while giving evidence as PW1 reiterated all claims and allegations as set out in the plaint and stated that defendant No.1 obtained loan facilities from the plaintiff for ship breaking and scrap metal business in 1993 and imported four old ships which were dismantled, scrap metals extracted and sold and above loan was partially satisfied. On the request of defendant Nos.1 and 2 plaintiff renewed and enhanced above loan facilities on 23.03.1996 and defendants were granted revolving L.C., C.C. pledge and LTR Loan of Taka 18,000000/- and 1,50,00000/- respectively. Defendant Nos.1-10 gave mortgage of their properties as security of above loan. Defendant Nos.2-10 and 11-13 also executed personal guarantees for satisfying above loan. Defendant Nos.1 and 2 imported two old ships under above enhanced loan facilities, namely MV Keravas speed and MV Negi Pionear which were kept in the shipyard of defendant No.1 under his control and possession. Defendant Nos.1-2 were required to deposit proportionate loan money in above loan account before receipt of

delivery of scrap materials but defendant Nos.1 and 2 failed to deposit proportionate loan money and obtain delivery of pledged goods and satisfy above loan within the stipulated time. In spite of several reminders defendant Nos.1 and 2 did not take delivery of pledged goods. Defendants sought reduction in the rate of interest of above loan and he was advised to deposit required down payment to get reduction in the rate of interest but defendants failed to make necessary down payment. As such on 31.12.2000 above loan of defendant Nos.1 and 2 stood at Taka 30,80,67,858.50 along with interest. The witness produced and proved the loan sanction letters, the signatures of defendant Nos.1 and 2 on above loan sanction letters, charge documents executed by defendants during 1993-1998, letters of guarantees executed by the directors of defendant No.1, pledge of the goods, LTR, written promise of defendant No.1, registered deed of mortgage dated 27.10.1993 and 04.10.1993 and deed of power of attorney dated 03.11.1993, registered mortgage deed dated 31.03.1994 and registered deed of power of attorney, mortgage deed dated 18.02.1997, deed of power of attorney dated 31.03.1994, registered deed of mortgage dated 04.10.1993, deed of mortgage dated 21.12.1994, deed of mortgage dated 28.08.1995 and deeds of power of attorney of above dates, registered deed of mortgage dated 13.04.1996, registered deed of mortgage dated 04.10.1993, deed of power of attorney of above date, registered deed

of mortgage dated 04.10.1993 and deed of power of attorney of above date both executed by Abu Siddique, charge creation document of defendant No.1 dated 28.11.1993, 11.05.1994 and 28.01.1995, deed of agreement dated 10.04.1996, equitable deed of mortgage dated 26.06.1996, the letter of affirmation executed by defendant No.2 as attorney of defendant No.4, three equitable mortgage deeds dated 15.04.1996 and 11 original power of attorney deeds, legal notice issued by plaintiff to the defendants, the letter sent by the defendant to plaintiff and three statement of accounts of defendant Nos.1 and 2 which were marked as Exhibit Nos.1-37 series.

PW1 Monsur Ahmed was cross examined by defendant No.1 but he was not cross examined as to obtaining above loan facilities from the plaintiff in 1993 and renewal and enhancement of above loan vide loan sanction letter dated 23.03.1996 for L.C. (revolving limit) Taka 28,0000000/-, C.C. pledge revolving limit Taka 28,0000000/- and L.T.R. revolving limit Taka 1.50 crore nor above witness was cross examined on the point that above defendant defaulted in paying above loan which along with interest stood at Taka 30,80,67,858.50. Above witness was not cross examined as to the legality, propriety and authenticity of the documents namely deeds of mortgage, deeds of power of attorneys, letter of personal guarantees, statements of account of above facilities and all other documents as produced by above witness and marked as Exhibit

Nos.1-37. PW1 stated in cross examination that on their recommendation the Head Office agreed to exempted the interest of above loan and gave defendant No.1 an opportunity to pay the principal amount by installments after making required down payment. But the defendant failed to deposit required down payments. He denied that the defendants did not get estimated amount of scrap metals from above two ships which were in the custody of the plaintiff. He did not know if for stopping delivery of scrap metals defendants suffered loss.

Defendant No.1 extensively cross examined PW1 Monsur Ahmed to establish his counter claim that plaintiff unlawfully stopped delivery of 10865 metric ton scrap of MV Keravus Speed of value Taka 10,0000000/- and 6448 metric ton scraps of MV Negi Pioneer of Taka 7,0000000/- and defendant suffered loss of Taka 17 crore. The witness expressed his ignorance about above claims. PW1 Monsur Ahmed admitted that for security of above loan facilities defendants gave mortgage of properties and executed colateral security of Taka 11,58,00000/-.

Defendant No.2 Abu Taher gave evidence as DW3 for defendant Nos.1-2 and stated that in 1992 defendant Nos.1 and 2 utilizing with above loan facilities imported four old ships for extracting scrap metal and fully satisfied above loan. Above loan facilities was renewed and enhanced and they imported two old

ships, namely MV Keravus Speed and MV Negi Pionear of 20744.69 metric ton and 10566.40 metric ton respectively but up to 1997 they received delivery of only 8432 metric ton scrap metals. About 19750 metric ton scrap metal was in the yard but the plaintiff stopped delivery in 1997. In 2000 defendants received delivery of only 1755 metric ton metal scrap and due to above non delivery of scrap metal defendant suffered a loss of Taka 21,72,50,000/-.

Mr. Enamul Hoque son and constituted attorney of defendant No.4 gave evidence as DW2 and stated that the properties of schedule 2 and 4 belonged to defendant No.4 who did not appoint defendant No.2 as her constituted attorney to mortgage above properties as colateral security of above loan. The original title deeds of above properties were lost from defendant No.4 during 1971 liberation war. Defendant No.2 filed Title Suit No.285 of 1999 for cancellation of above power of attorney deed dated 19.09.1993 allegedly executed by her to defendant No.2 and above deed of power of attorney was cancelled. In cross examination he states that they have no objection as to the financial transactions between plaintiff and defendant No.1 and Plaintiff bank was not made a party in Title Suit No.285 of 1999.

Defendant No.14 is a daughter of now deceased defendant Abu Siddique who gave evidence as DW1 and stated that her father mortgaged his properties as described in schedule No.7 to the plaintiff

as a co-lateral security for 1992 loan of of defendant Nos.1 and 2. Above loan was fully satisfied in 1993 but above mortgaged properties of her father's property was not redemmed. He did not give mortgage of his property for the loan of defendant No.1 for 1996.

It turns out from above evidence that defendant Nos.1-2 obtained above loan facilities of Taka 57.50 crore from the plaintiff vide loan sanction letter dated 23.03.1996 in the form of L.C. revolving, C.C. pledge revolving and LTR revolving with interest at the rate of 15% and above loan facility was the continuation and enhancement of the previous loan facilities granted to defendant No.1 by the plaintiff in 1992.

Defendant Nos.4 and now deceased Abu Siddique predecessor of defendant Nos.13 and 14 did not obtain above loan but they admit that defendant Nos.1-2 obtained above loan facilities. On the strength of deed of power of attorney dated 19.09.1993 (Exhibit No.33) defendant No.2 executed deeds of mortgage for schedule Nos.2 and 4 properties of defendant No.4. Defendant No.2 claims that above deed of power of attorney is a forged deed. Defendant Nos.13-14 admits that their father Abu Siddik mortgaged his property as security of above loan of 1992. Defendant No.2 did not dispute in her written statement or in evidence of DW2 the claims of the plaintiff that defendant Nos.1-2 obtained loan of Taka 57.50 crore in 1996 with 15% interest and defaulted in satisfying above loan. On consideration of

above facts and circumstances of the case and evidence on record we hold that the plaintiff has succeeded to prove that defendant Nos.1 and 2 obtained loan facility of Taka 57.50 crore with 15% interest for ship breaking and scrap metal business and they defaulted in the repayment of above loan which stood at Taka 33,20,33,423.50 on 31.12.2000.

Defendant Nos.1 and 2 have set up a counter claim against the plaintiff alleging that after 1997 the plaintiff with malicious intention stopped delivery of scrap metals from two broken ships namely MV Keravs Speed and MV Nega Pionear under his custody and control. The plaintiff failed to deliver 18750 metric ton scrap metal to the defendant causing loss of Taka 20,62,50,000/-. The learned Judge of the Artha Rin Adalat accepted above counter claim and held that the plaintiff succeeded to prove his entitlement to get Taka 33,20,33,423.50 as outstanding loan with interest but the inability of the plaintiff to deliver 18750 metric ton scrap metal during 1997-2000 caused loss of Taka 2062250000/- of the defendant and the learned Judge passed a part decree for Taka 12,57,83,423.50. Defendant Nos.1 and 2 did not prefer any appeal or cross appeal against above findings of the learned Judge of the Artha Rin Adalat that the statement of accounts and all other documents relating to above loan which were produced by the plaintiff at trial were correct and plaintiff was entitled to get decree for Taka 33,20,22,423.50.

Now we shall examine if the learned Judge of the Artha Rin Adalat was legally competent to entertain above counter claim of defendant Nos.1 and 2 for Taka206250000 /- for alleged failure of the plaintiff to deliver 18750 metric ton scrap metals and set off above claim from the decree.

Plaintiff filed this suit on 27.02.2001 under the Artha Rin Adalat Ain, 1990 (Act No.4 of 1990). Act No.4 of 1990 was repealed and replaced by the Artha Rin Adalat Ain, 2003 (Act No.8 of 2003) on 10.03.2003. Section 60 of Artha Rin Adalat Ain, 2003 provides as follows:

Section 60(1): Artha Rin Adalat Ain, 1990 (Act No.4 of 1990 is hereby repealed.

(2) If before promulgation of this Act any appeal against any order or decree passed by the Artha Rin Adalat under above repealed Act is pending in the High Court Division that will be disposed of in accordance with above law as if Act No.4 of 1990 has not been repealed. But in disposing above appeal the provisions of this Act shall as far as possible be applied as if those appeals were filed under this Act.

(3): Despite repeal of Artha Rin Adalat Ain, 1990 the cases under above Act pending for trial shall be

transferred in the appropriate Court and shall proceed from the stage they were and the provisions of this Act shall apply to those cases as if those cases were filed under this Act.”

Pursuant to Section 60 of the Artha Rin Adalat Ain, 2003 the learned Judge of the Artha Rin Adalat tried above suit and passed the impugned judgment on 30.08.2010 accepting counter claim of the defendant and set off Taka 20,62,50,000/- as loss sustained by the defendant Nos.1 and 2 due to negligence and non co-operation of the plaintiff.

Section 18(2) of the Artha Rin Adalat Ain, 2003 provides as follows:

“১৮(২) কোন ঋণগ্রহীতা, কোন আর্থিক প্রতিষ্ঠানের বিরুদ্ধে, এই আইনের অধীন আদালতে, সংশ্লিষ্ট ঋণ হইতে উদ্ভূত কোন বিষয়ে, কোন প্রতিকার দাবী করিয়া মামলা দায়ের করিতে পারিবে না, এবং ঋণগ্রহীতা-বিবাদী, বাদী-আর্থিক প্রতিষ্ঠান কর্তৃক দায়েরকৃত মামলায় লিখিত জবাব দাখিল করিয়া, উক্ত লিখিত জবাবে প্রতিগণন (Set-off) বা পাল্টাদাবী (counter claim) অন্তর্ভুক্ত করিতে পারিবে না।”

From above provision it is crystal clear that a Judge of the Artha Rin Adalat established under the Artha Rin Adalat Ain, 2003 have no legal jurisdiction to entertain counter claim and grant set off in any suit under above Act.

The Artha Rin Adalat Ain, 1990 (Act No.4 1990) under which above suit was instituted did not provide any specific provision

excluding counter claim and set off as has been provided in Section 18(2) of the Artha Rin Adalat Ain, 2003. But in the case of Sultan Jute Mills and Agrani Bank and others reported in 46 DLR (AD) (1994) at Page-174 the Appellate Division of the Supreme Court of Bangladesh held as follows:

“Our view therefore is that a defendant cannot claim in written statement a set-off or counter claim against the plaintiff in a suit filed under the Adalat Act. The bar to claim a set-off or counterclaim is not expressly contained in the Adalat Act, but it is impliedly contained in Section 5(1), read with Section 2(ka) and 2(kha) and in Section 5(4) and 5(5) thereof. The Artha Rin Adalat, in our view, has no jurisdiction conferred on it to adjudicate upon a defendant’s plea of set-off or counterclaim. Its jurisdiction is not extended by the omission to bar other adjudications expressly in the statute. It will derive its jurisdiction from the express provisions of the statute and not from the procedural provisions of the Code of Civil Procedure.”

In view of above decision of the Appellate Division and Section 18(2) of the Artha Rin Adalat Ain, 2003 we hold that the learned Joint District Judge committed serious illegality in entertaining above

counter claim of defendant Nos.1 and 2 and granting set off for Taka 20,62,50,000/- from the legitimate claim of the plaintiff for Taka 33,20,33,423.50 which is not tenable in law.

It turns out from order No.55 dated 23.03.2004 that defendant No.4 submitted a petition under Order 1 Rule 10(2) of the Code of Civil Procedure for striking out her name and properties described in schedule Nos.2 and 4 from the plaint alleging that defendant No.4 did not execute power of attorney deed dated 19.09.1993 (Exhibit No.37) authorizing defendant No.4 to mortgage above properties as security of above loan and the learned Joint District Judge rejected above petition. Defendant No.4 again submitted an identical petition under Order 1 Rule 10(2) of the Code of Civil Procedure for striking out her name and her property from the plaint on 12.01.2010 which was also rejected. While rejecting above petitions under Order 1 Rule 10 of the Code of Civil Procedure the learned Judge held that the plaintiff being not impleaded as a defendant in Title Suit No.285 of 1999 above judgment and decree was not binding upon the plaintiff. On the contrary it turns out from impugned judgment and order dated 30.08.2010 that on the self-same grounds the learned Judge of the Artha Rin Adalat most unusually struck out the name of defendant No.4 after conclusion of trial. In above judgment and order the learned Judge held that by above ex-parte judgment and decree dated 18.06.2001 passed in Title Suit No.285 of 1999 above deed of

power of attorney No.5053 dated 19.09.1993 was cancelled. Admittedly plaintiff was not a party in Title suit No.285 of 1999 which was filed on 19.11.1999 and the judgment and decree of above suit was not binding upon the plaintiff. Moreover, defendant No.2 mortgaged properties of defendant No.4 to the plaintiff long before filing of above suit on the basis of deed of power of attorney No.5053 dated 19.09.1993. In fact defendant No.4 also realized that above ex-parte judgment and decree of Title Suit No.185 of 1999 was not binding upon the plaintiff and she filed Title Suit No.143 of 2004 in the 3rd Court of Joint District Judge, Chattogram which was renumbered as Other Class Suit No.15 of 2010 impleading the plaintiff as defendant No.1 for declaration that above registered deed of power of attorney dated 19.09.1993 and two mortgage deeds executed by defendant No.2 on the strength of above power of attorney Deed for properties of schedule Nos.2 and 4 were unlawful, fraudulent and not binding upon the plaintiff.

In above view of the facts and circumstances of the case and materials on record we hold that the learned Judge of the Artha Rin Adalat committed serious illegality in striking out the name of defendant No.4 after conclusion of trial which is not tenable in law.

As far as the claim of defendant Nos.13 and 14 are concerned admittedly their predecessor M. A. Siddique executed deed of mortgage for his property of schedule No.7 to the plaintiff as security

of above loan of defendant Nos.1 and 2. Defendant Nos.1 and 2 obtained above loan facilities in 1993 which was renewed and enhanced by loan sanction letter dated 23.03.1996 and above mortgage of Mr. M. A. Siddique continued as a valid security for above loan. We are unable to find any substance in the claim of defendant Nos.13 and 14 that M. A. Siddique gave mortgage of above property for the loan obtained by defendant Nos.1 and 2 in 1993 which was satisfied in 1997 and above deed of mortgage did not continue as security for the loan of above defendants obtained in 1996

On consideration of above facts and circumstances of the case and materials on record we hold that the plaintiff has succeeded to prove that defendant Nos.1 and 2 obtained loan facilities of Taka 57,50,00000/- on 23.03.1996 with interest at the rate of 15% which stood at Taka 33,19,33,400/- along with interest as on 30.12.2000 and the properties as described in schedule Nos.2, 4 and 7 were mortgaged as security of above loan. But the learned Joint District Judge failed to appreciate above materials on record correctly and most illegally accepted counter claim of the defendants and decreed above suit in part for Taka 12,57,83,423.50 and struck out the name of defendant No.2 which is not tenable in law.

In above view of the materials on record we find substance in this First Appeal which deserves to be allowed.

In the result, the First Appeal is allowed on contest against defendant Nos.1, 2, 4, 13 and 14 and ex-parte against the rest.

The impugned judgment and decree dated 30.08.2010 passed by the learned Judge of the Artha Rin Adalat in Artha Rin Suit No.272 of 2003 is set aside and above suit is decreed for Taka 33,20,33,423.50 with interest on contest against respondent Nos.1-4, 13 and 14 and the ex-parte against the rest.

However, there will be no order as to cost.

Send down the lower Court's record immediately.

Tamanna Rahman Khalidi, J:

I agree.

MD. MASUDUR RAHMAN
BENCH OFFICER