

IN THE SUPREME COURT OF BANGLADESH
HIGH COURT DIVISION
(SPECIAL ORIGINAL JURISDICTION)

Writ petition No. 4261 of 2020

-AND-

IN THE MATTER OF:

An application under Article 102 of the Constitution
of the People's Republic of Bangladesh.

-AND-

IN THE MATTER OF:

Salahuddin Ahmad

.....Petitioner

-Versus-

Bangladesh Bank and others

..... Respondents

Mr. Syed Hasan Zobair with

Mr. Md. Ashikur Rahman, Advocates

.....For the petitioner

None appears.....For the respondents

Heard and judgment on: The 20th September 2020

Present:

Mr. Justice Abu Taher Md. Saifur Rahman

And

Mr. Justice Md. Zakir Hossain

Abu Taher Md. Saifur Rahman,J

This is an application filed by the petitioner wherein it has been stated that in order to comply with the Court order dated 19.08.2020 passed by this Court the petitioner submitted the rest of the bid amount through the pay order along with an

application for accepting the same to the respondent bank which was refused to accept. Thereafter, the respondent bank in writing informed the petitioner vide its letter dated 27.08.2020 (**Annexure-‘J’**) with an explanation as to why they are unable to accept the rest of the bid amount from the petitioner.

Heard the submissions of the learned Advocate for the petitioner and perused the application thoroughly.

On perusal of the Court order dated 19.08.2020 it transpires that at the time of issuance of the Rule, this Court was pleased to stay the operation of the impugned letter dated 09.07.2020 as contained in **Annexure-‘H’** to the writ petition for a period of **1 (one)** month from the date subject to pay the unpaid bid amount within **15 (fifteen)** days from the date failing which the Rule shall be discharged.

On perusal of the letter dated 27.08.2020 (**Annexure-‘J’**) issued by the respondent bank, it transpires that earlier the auction was held on 20.12.2018 under section 33(7) of the Artha Rin Adalat Ain, 2003. Subsequently, the petitioner auction bidder failed to pay the rest of the bid amount within the stipulated time as per the terms of the auction notice. Accordingly, the respondent bank canceled the said auction process and informed the petitioner accordingly. We have further noticed that by this time, the borrower deposited the entire unpaid dues to the respondent bank on 27.07.2020 and accordingly the lender respondent bank has also released the mortgaged property in favour of the borrower on the same date.

Since, the mortgaged property has already been released in favour of the borrower, there is no scope to comply with the Court order dated 19.08.2020.

Under the given circumstances, we are of the view that the Rule has become in fructuous.

Accordingly, the Rule is discharged as being in fructuous.

The order of stay granted earlier by this Court is hereby stand vacated.

Communicate this order once.

Md. Zakir Hossain, J

I agree