

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

Writ Petition No. 15255 of 2025

In the matter of:

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

AND

In the matter of:

M. A. Salam Molla

... Petitioner

-Versus-

Government of Bangladesh and others

... Respondents

No one appears for the petitioner

Mr. Md. Imran Ali, Advocate

...For the respondent No. 4

Mr. Md. Abdus Samad Azad, D.A.G.

Dr. Mohammad Soeb Mahmud, A.A.G.

Mr. Sk. Naser Wahed (Shemon), A.A.G.

Mr. Md. Tareq Rahman, A.A.G.

Mr. Ariful Alam, A.A.G. and

Mr. Md. Fuad Hasan, A.A.G.

... For the respondents

Judgment dated 05.01.2026

Present:

Justice Sardar Md. Rashed Jahangir

and

Justice Sheikh Abu Taher

Sardar Md. Rashed Jahangir, J:

On an application under article 102 of the Constitution of the
People's Republic of Bangladesh, the Rule Nisi was issued on
16.09.2025 as follows:

“Let a Rule Nisi be issued calling upon the respondents to show cause as to why the impugned Auction Notice dated 27.08.2025 (Annexure-‘B’) issued by the respondent No. 3 under section 12(3) of the Artha Rin Adalat Ain, 2003 published in ‘The Daily Amar Desh’ inviting tender for sell of mortgaged properties to be held on 23.09.2025 should not be declared illegal and is of no legal effect and/or passed such other or further order or orders as to this Court may seem fit and proper.”

Mr. Md. Imran Ali, learned Advocate for the respondent No. 4 Social Islami Bank Limited, Demra Branch, Dhaka apprised this Court and sought for discharging the Rule for non-compliance of the Court’s order dated 19.09.2025.

From the record it appears that at the time of issuance of the Rule dated 19.09.2025, this Court was pleased to direct the petitioner to pay the 10% of the total outstanding amount within 2(two) months and to pay the remaining outstanding amount within 1(one) year in 4(four) equal installments.

It further appears that it was further ordered that in default of payment, the Rule shall stand discharged.

It further appears that the petitioner did not make payment in pursuant to the Court’s order till date and as such, by operation of the default clause, the Rule has been discharged.

No one appears for the petitioner to oppose the Rule.

Heard learned Advocate for the respondent No. 2, perused the substantive writ petition and the order sheet.

It appears that on 16.09.2024 this Court while issued the Rule Nisi directed the petitioner to pay the 10% of the total outstanding amount within 2(two) months and to pay the remaining outstanding amount within 1(one) year in 4(four) equal installments and it was further ordered that in default the Rule shall stand discharged and the order of stay shall stand vacated.

After passing the order on 16.09.2025 more than 3(three) months time has been elapsed, but the petitioner did not pay the directed amount through installments or caused to file affidavit of compliance in pursuant to the Court's order dated 16.09.2025.

As a result, the Rule has been discharged and consequently, the order of stay has also been vacated.

Office is directed to make necessary noting of discharging the Rule Nisi.

Sheikh Abu Taher, J:

I agree.