

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

Arbitration Application No.25 of 2016.

IN THE MATTER OF:

An application under Section 7A of the Arbitration Act, 2001.

And

IN THE MATTER OF:

Md. Monzur Rahman.

..... Petitioner.

-Versus-

The Secretary, (Local Government Division),
Ministry of Local Government Engineering
Department, Secretariat, Dhaka and others.

..... Respondents.

No one appears.

..... For the Petitioner.

No one appears.

..... For the Respondents.

The 17th day of July, 2025.

Present:

Mr. Justice Md. Toufiq Inam

This application under section 7A of the Arbitration Act, 2001 was filed at the instance of the petitioner seeking a stay of operation of the impugned notice of termination of contract issued under Memo No. LGED/PD/HILIP/C-26/2013/1248 dated 28.07.2016 (Annexure-C to the application).

Upon initial hearing, this Court issued a Rule calling upon the opposite parties to show cause as to why the operation of the said Memo dated 28.07.2016, issued under the signature of opposite party No. 2, should not be stayed under section 7A of the Arbitration Act,

2001 until settlement of the disputes between the petitioner and opposite party No. 2 through arbitration, and/or to pass such other or further order(s) as to this Court may deem fit and proper. This Court also passed an ad-interim order staying the operation of the impugned memo (Annexure-C) till disposal of the application.

The matter has been placed before this Court for hearing pursuant to an order of the Hon'ble Chief Justice. However, today, none appears to press the application.

From the record, it appears that the petitioner was engaged as a consultant to provide services in monitoring, preservation, and knowledge management under a contract executed between the petitioner and the Project Director of the Haor Infrastructure and Livelihood Improvement Project (HILIP) under the Local Government Engineering Department (LGED). Although the contract was effective until 03.12.2013, it was ultimately terminated by the impugned notice dated 28.07.2016 (Annexure-C), with effect from 31.08.2016.

The petitioner approached this Court seeking a stay of the termination notice in order to avail the arbitration clause contained in the contract, specifically clause No. 21.1. At the time of issuing the Rule on 29.08.2016, this Court specifically directed the petitioner to initiate arbitration proceedings within 30 days or to approach this Court with an appropriate application under section 12 of the Arbitration Act, 2001, if required.

However, despite the lapse of considerable time, the record does not reflect any compliance with the direction of this Court. No affidavit has been filed indicating that arbitration proceedings were initiated or that any arbitrator was appointed by the petitioner in compliance with

the Court's order. Furthermore, no materials have been placed before this Court showing any progress or development regarding arbitration since the issuance of the interim order.

In view of the above, this Court is of the view that the petitioner has failed to act in accordance with the Court's direction and has not availed the arbitration mechanism as claimed. The application thus lacks merit and does not warrant further consideration.

Accordingly, **the Rule is dismissed**. The interim order granted at the time of issuance of the Rule is hereby recalled and vacated.

Let this order be communicated at once.

(Justice Md. Toufiq Inam)

Ashraf/ABO.