

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

*Present:*

*Mr. Justice S M Kuddus Zaman*

*And*

*Mr. Justice Md. Saiful Islam*

**CIVIL REVISION NO. 1089 OF 2016**

In the matter of:

An application under Section 115(1) of the Code of Civil Procedure.

And

Mossa. Rabea Bosri

... Petitioner

-Versus-

Iqbal Hossain Sheikh

... Opposite party

Mr. Md. Emdadul Haque Kazi, Advocate

... For the petitioners.

None appears

...For the opposite party.

**Heard on 27.11.2025 and Judgment on 30.11.2025**

**Md. Saiful Islam, J:**

On an application under Section 115(1) of the Code of Civil Procedure this Rule arises out of the impugned judgment and decree dated 03.01.2016 passed by the learned Additional District Judge, 7<sup>th</sup> Court, Dhaka in Family Appeal No.15 of 2015 dismissing the appeal and thereby affirming the judgment and decree dated 10.11.2014 passed by the learned Additional Assistant Judge and Family Court, 5<sup>th</sup> Court,

Dhaka in Family Suit No.510 of 2011 decreeing the suit in part and/ or such other or further or orders as to this Court may seem fit and proper.

Facts in short are that the appellant as plaintiff instituted above Family Suit for recovery of dower and maintenance alleging that the defendant married her by a registered kabinnama on 30.03.2011 and her dower was fixed at Taka 24,00,000/- out of which Taka 2,00,000/- was realized. The defendant used to subject the plaintiff to abuse and torture. As such the plaintiff took refuge at the house of her parents on 05.07.2011 and the defendant did not pay any maintenance.

Defendant No.1 contested above suit by filing written statement alleging that he married the plaintiff by a registered kabinnama on 30.03.1931 and dower of the plaintiff was fixed at Taka 4,00,000/- out of which Taka 2,00,000/- was paid. After marriage the plaintiff did not behave well with the defendant and the defendant divorced her on 03.04.2011. The defendant did not consummate above marriage. It was further stated that the dower of above marriage was fixed at Taka 4,00,000/-. But the marriage register who is from the locality of the plaintiff most illegally in collusion with the plaintiff inserted the figure

2 before figures 4,00,000/- and unlawfully made above amount to Taka 24,00,000/-.

At trial plaintiff examined four witnesses and documents of the plaintiff were marked as Exhibit Nos.1-4. On the other hand defendant examined three witnesses and documents of the defendant were marked as Exhibit No."Ka" series.

On consideration of facts and circumstances of the case and evidence on record the learned Judge of the Family Court decreed above suit in part holding that the dower of the plaintiff was Taka 4,00,000/- out of which Taka 2,00,000/- was paid and above marriage of the plaintiff was dissolved by talak on 03.04.2011.

Being aggrieved by and dissatisfied with above judgment and decree of the Family Court above plaintiff as appellant preferred Family Appeal No.15 of 2015 to the District Judge, Dhaka which was heard by the learned Additional District Judge who dismissed the appeal and affirmed the judgment and decree of the trial Court.

Being aggrieved by and dissatisfied with above judgment and decree of the Court of Appeal below above appellant as petitioner

moved to this Court with this Civil Revisional application under Section 115(1) of the Code of Civil Procedure and obtained this Rule.

Mr. Md. Emdadul Haque Kazi, learned Advocate for the petitioner submits that it is admittedly the defendant married the plaintiff on 30.03.2011 by a registered kabinnama. Plaintiff herself gave evidence as PW1 and in her evidence she has stated that the dower of above marriage was fixed at Taka 24,00,000/- and in support of above claim she produced and proved a certified copy of above kabinnama which was marked as Exhibit No.1. The registrar of above marriage gave evidence as PW4 who produced original volume book of above kabinama and gave evidence in support of above claim of plaintiff. He stated that the dower of the plaintiff was fixed at Taka 24,00,000/- out of which Taka 2,00,000/ was paid. On the other hand the defendant failed to prove that above amount of dower was subsequently made by inserting figure 2 before figures 4,00,000/- by legal evidence. But the learned Judges of the Courts below most illegally held that in the volume book the figure 2 was small then the figures 4,00,000/- decreed

above suit in part and dismissed above appeal which is not tenable in law.

Opposite party did not enter appearance in this Rule nor any one was found available for the opposite party at the time of hearing of this Rule although the Rule appeared in the list for several dates.

It is admitted that the defendant married the plaintiff on 30.03.2011 by a kabinnama which was solemnized and registered by PW4 Kazi Mehedi Hasan. It is also admitted that above marriage of the plaintiff and defendant has come to an end by talak at the instance of the defendant on 03.04.2011. Plaintiff has claimed that the her dower was fixed at Taka 24,00,000/- out of which Taka 2,00,000/- was paid. In support of above claim plaintiff herself gave evidence as PW1 and produced a certified copy of kabinnama which was marked as Exhibit No.1. Exhibit No.1 shows that the dower of the plaintiff was Taka 24,00,000/- out of which Taka 2,00,000/- was paid. The Marriage Registrar who solemnized and registered above marriage namely Kazi Mehedi Hasan gave evidence as PW4. Above witness produced the volume of above kabinnama to the Court and stated in his evidence that the dower

of above marriage was fixed at Taka 24,00,000/- out of which Taka 2,00,000/- was paid. Above witnesses was extensively cross examined by the defendant but his above evidence remained consistent and free from any material contradiction. In view of above evidence of the plaintiff the onus shifted upon the defendant to prove by legal evidence that the dower of above marriage was fixed at Taka 4,00,000/ and subsequently by way of insertion or interpolation above amount was unlawfully enhanced to Taka 2,00,000/-.

In his written statement the defendant has stated that dower of above marriage of Taka 4,00,000/- but subsequently in collaboration with PW4 Kazi Mehedi Hasan above amount was unlawfully enhanced to 24,00,000/- inserting figure 2 before Taka 4,00,000/-. The defendant gave evidence as DW1 but in his evidence he did not mention anything about above claim of insertion of figure 2 before figures 4,00,000/- and unlawfully changing the amount of dower to Taka 24,00,000/-. DW2 Nazmul Huda and DW3 Mozammel Hossain Sharif have admitted in their respective cross examination that they were no witness to above kabinnama. Above witnesses did not mention anything about unlawful

change of the amount of the dower by insertion of figure 2 before figures 4,00,000/-.

As mentioned above PW4 Kazi Mehedi Hasan solemnized has in his evidence supported the claim of the plaintiff that dower of above marriage was fixed at Taka 24,00,000/- out of which Taka 2,00,000/- was paid. Above witness also produced the original volume book of above kabinnama to Court. Above witness was not cross examined as to alleged subsequent insertion of figure 2 before figures 4,00,000/- in above volume book. Had above witness been cross examined or given a suggestion as to subsequent insertion of figure 2 figures 4,00,000/- he would have given explanation. But no such suggestion was given to PW4 Kazi Mehedi Hasan. The defendant did not make any endeavor to establish their claim that by subsequent insertion or interpolation the amount of Taka 4,00,000/- was enhanced to Taka 24,00,000/-.

A written statement can be considered as a piece of evidence against the defendant who made, signed and submitted the same to the Court but that cannot be used as a legal evidence against the plaintiff or other defendants who did not subscribe to above written statement. The

evidence, oral or documentary, adduced by a party in a civil litigation at trial on oath who is subjected to cross examination is considered as legal evidence on which a judicial decision can be. Defendant No.1 has made above allegation in his written statement but no evidence was adduced to substantiate above claim. PW4 Kazi Mehedi Hasan was not confronted with alleged small figure 2 before figures 4,00,000/- in the volume book. The defendant does not dispute that the amount of Taka 24,00,000/- written in words in above volume and kabinnama were not changed. It has been alleged that above column was kept blank and subsequently the same was filled. But PW4 Kazi Mehedi Hasan was not cross examined nor any suggestion was put to him that he subsequently filled up above column and wrote in word Taka 24,00,000/- instead of Taka 4,00,000/-.

In above view of the facts and circumstances of the case and materials on record we hold that the learned Judge of Court of appeal below without any materials on record held that the dower of plaintiff was Taka 4,00,000/- which was changed for Taka 24,00,000/- by inserting figure 2 before figure 4,00,000/- which is not tenable in law.



On consideration of facts and circumstances of the case and materials on record we find substance in this Civil Revisional application under Section 115(1) of the Code of Civil Procedure and the Rule issued in this connection deserves to be made absolute.

In the result, the Rule is hereby made absolute.

The impugned judgment and decree dated 03.01.2016 passed by the learned Additional District Judge, 7<sup>th</sup> Court, Dhaka in Family Appeal No.15 of 2015 is set aside and above Family Suit is decreed for Taka 22,00,000/- as dower of the plaintiff and defendant is directed to pay above dower within 2(two) months from the date of receipt of this order in default the plaintiff shall realize the same through Court.

However, there is no order as to cost.

Send down the lower Court's record immediately.

**S M Kuddus Zaman, J:**

I agree.