IN THE SUPREME COURT OF BANGLADESH

HIGH COURT DIVISION

(CIVIL REVISIONAL JURISDICTION)

Present:

Mr Justice Abdur Rahman

Civil Revision No. 516 of 2010

In the matter of:

Rabin Chandra Shil

......*Plaintiffs-Respondents*

Petitioner

-Versus-

Sree Gauranga Chandra Shil and others

.....*Defendants*
Appellants

Opposite parties

Mr Sk, Shaifuzzaman, Advocate

........*For the Petitioner*

Ms Parobi Saha, Advocate

...for the opposite parties

Date of Hearing: 23.6.2026, 24.6,2026 and

8.07.2026 A.D.

Date of Judgment: 14.07.2026 A.D., Tuesday;

30 Ashar 1433 B.S.

JUDGMENT

Abdur Rahman, J:

This revisional application, at the instance of the petitioner, has been filed under section 115(1) of the Code of Civil Procedure, 1908. At the time of issuance of the Rule, the following order was passed:

> "Let a Rule be issued calling upon the opposite party Nos. 1-3 to show cause as to why the impugned judgment and decree dated 03.11.2004 passed by the learned Additional District Judge, Patuakhali in Title Appeal No. 09 of 1999, reversing those dated 21.10.1998 passed by the learned Joint District Judge, First Court, Patuakhali in Title Suit No. 27 of 1996 dismissing the suit should not be set aside and/or why such other or further order or orders should not be passed as to this Court may seem fit and proper."

Concomitantly, this Court, by way of an ad-interim order, directed both parties to maintain *status quo* in respect of possession of the suit land. Subsequently, the said order was not extended any further.

The material facts, shorn of unnecessary details, are that the suit land originally appertained to S.A. Khatian No. 1360 of Mouja Patuakhali. Birendra Chandra Banerjee, the recorded owner, by a registered kabala deed dated 09.05.1969 transferred the land to Dhruba Ranjan Paul (defendant No. 5) and delivered possession thereof. Thereafter, on 15.11.1969, Dhruba Ranjan Paul transferred 0.13 acres of the land by a registered kabala deed for a consideration of Tk.3,000/- in favour of Ramani Kanta Shil and Haralal Shil. The specific case of the plaintiffs is that although the deed was executed in the names of Ramani Kanta Shil and Haralal Shil, the real purchaser was Jogesh Chandra Shil, father of the plaintiffs, who paid the entire consideration money. According to the plaintiffs, the names of Ramani Kanta Shil and Haralal Shil were inserted merely as name lenders in a benami arrangement without conferring any beneficial interest upon them.

The plaintiffs further alleged that the original kabala deed remained throughout in the custody of Jogesh Chandra Shil, who himself collected the registered deed from the office of the Sub-Registrar and exercised exclusive possession over the property. It was also pleaded that on 08.05.1970 Haralal Shil reconveyed his share to Jogesh Chandra Shil by executing another registered deed, whereas Ramani Kanta Shil, being a close relation, did not execute any reconveyance. Jogesh Chandra Shil thereafter constructed a two-storied tin-shed building, obtained Municipal Holding No.121, established a saloon business thereon, inducted tenants into a portion of the premises and remained in uninterrupted possession until his death. After his demise, the plaintiffs succeeded to his possession and title. When the plaintiffs requested defendant No.1 on 07.08.1995 to acknowledge their ownership and return the relevant documents, the latter refused, asserted an adverse claim over the property and thereby necessitated the institution of the present suit.

Contrarywise, Defendant Nos.1, 5 and 6 contested the suit by filing separate written statements denying the material averments made in the plaint. Defendant No.1 specifically asserted that he and Haralal Shil were the actual purchasers under the registered deed dated 15.11.1969 and that their names had been duly mutated in the relevant records. According to him, Jogesh Chandra Shil subsequently managed to obtain Haralal Shil's share behind his back, but defendant No.1 continued to own and possess his respective share. It was further alleged that the plaintiffs, on the pretext of effecting mutation in respect of Haralal Shil's share, took away the original kabala deed in the early part of 1996 from defendant No.1 and never returned the same.

Defendant Nos.5 and 6 also contested the suit by contending that Dhruba Ranjan Paul validly sold the suit land to defendant No.1 and Haralal Shil by the registered deed dated 15.11.1969; the defendant No.1 had been leasing out his portion to one Parimal Malaker; and that both defendant No.1 and the plaintiffs subsequently entered into separate agreements for sale in favour of defendant Nos.5 and 6 by executing bainapatras and receiving earnest money with delivery of possession, but later refused to execute and register the sale deeds, compelling defendant Nos.5 and 6 to institute Title Suit No.38 of 1995, which was eventually dismissed.

Upon consideration of the pleadings and evidence, the learned Joint District Judge, First Court, Patuakhali, by judgment and decree dated 21.10.1998 dismissed the suit. Being aggrieved thereby, the plaintiffs preferred Title Appeal No. 09 of 1999, which was transferred for hearing and disposal to the learned Additional District Judge, Patuakhali, who by judgment and decree dated 03.11.2004 allowed the appeal, reversed the findings of the trial Court, and decreed the suit. Thereby, challenging the legality and propriety of the appellate judgment, the defendant 1 has preferred the present revisional application.

Mr Sk. Shaifuzzaman (Zaman), the learned Counsel appearing on behalf of the petitioner, submitted that the impugned judgment is not a judgment of reversal in the eye of law. According to him, the learned appellate Court failed to discharge the solemn obligation imposed upon the final Court of facts by independently examining the entire body of oral and documentary evidence and by assigning cogent reasons for disagreeing with the findings meticulously recorded by the trial Court.

He also contended that while on Appellate Court reversing a decree must specifically deal with the reasoning adopted by the trial Court and indicate why such findings are erroneous. The appellate Court, however, merely substituted its own conclusion without analyzing the evidence in its proper perspective.

Learned counsel further submitted that the appellate Court acted in clear violation of the mandatory requirements of Order XLI Rules 31 and 33 of the Code of Civil Procedure. The judgment did not formulate the points for determination, did not discuss the evidence issue-wise, nor did it assign independent reasons for upsetting the findings recorded by the trial Court. Such omission, according to the learned Counsel, vitiates the appellate judgment itself and amounts to an error of law apparent on the face of the record.

He further argued that the entire foundation of the plaintiffs' case rests upon the plea that the transaction dated 15.11.1969 was a benami transaction. However, except for a bare assertion in the plaint, there is absolutely no legal evidence to establish the essential ingredients of benami.

There is no evidence that Jogesh Chandra Shil alone paid the consideration money, that the ostensible purchasers never intended to acquire any beneficial interest, or that the parties mutually understood the transaction to be benami. On the contrary, the registered sale deed unequivocally records Ramani Kanta Shil and Haralal Shil as the purchasers, thereby raising a strong presumption regarding the correctness of the recitals contained therein.

Learned counsel further contended that the appellate Court completely ignored the settled principle that the burden of proving benami lies heavily upon the person asserting it. Such burden is required to be discharged by clear, cogent and convincing evidence, and not by conjectures, suspicion or family relationship. It is submitted that the appellate Court proceeded merely on assumptions unsupported by legal evidence and thereby reached an erroneous conclusion.

It was next argued that even assuming, without admitting, that the transaction was originally benami, the suit instituted in the year 1995 was hopelessly barred by limitation. The alleged beneficial owner, if any, neither sought any declaration of his title nor demanded reconveyance within the statutory period of limitation and showed any valid reasons for the benami transaction. Therefore, the plaintiffs cannot revive an alleged benami claim after the lapse of several decades.

Learned counsel lastly submitted that the appellate Court misread the documentary evidence, particularly Exhibit Ka-2/1, and drew conclusions contrary to the recitals of the registered documents themselves. The findings having been based upon misreading and non-reading of material evidence constitute errors of law attracting the revisional jurisdiction of this Court under section 115(1) of the Code of Civil Procedure.

Learned Counsel for the petitioner placed reliance upon the decisions as contained in 34 DLR (AD) 61, and prayed for making the Rule absolute.

Conversely, Ms Purabi Saha, the learned Counsel appearing for the opposite parties, supported the impugned judgment of the appellate Court in its entirety. She submitted that the learned trial Court completely failed to appreciate the true nature of the transaction and overlooked the overwhelming circumstances proving that Jogesh Chandra Shil was the real purchaser. According to her, payment of consideration, continuous possession, construction of residential structures, payment of municipal taxes and uninterrupted enjoyment of the property all unmistakably establish the beneficial ownership of Jogesh Chandra Shil notwithstanding the names appearing in the registered deed.

She further submitted that in 1969 there existed no statutory prohibition against benami transactions. Consequently, the transaction cannot be invalidated merely because it was benami in nature. The learned trial Court, upon wrong assessment of evidence, dismissed the suit. Therefore, the appellate Court rightly recognized the beneficial ownership of Jogesh Chandra Shil on the basis of the evidence available on record, and allowed the appeal.

Ms Saha also argued that the appellate Court, being the last Court on facts, reassessed both oral and documentary evidence and arrived at findings which are neither perverse nor unsupported by evidence. According to her, where two views are reasonably possible, the revisional Court ought not to substitute its own view merely because another conclusion may also be possible. Since no jurisdictional error or material illegality has been demonstrated, interference under section 115 of the Code of Civil Procedure is wholly unwarranted.

Learned Counsel finally placed 2 decisions, namely, 3 BLC (AD) 114 and 18 BLT (HCD) 315, and thereby prayed for discharging the instant Rule.

I have considered the submissions of the learned Counsel for both sides, examined the revisional application and supplementary affidavit, scrutinized the judgments and decrees passed by both the Subordinate Courts, and carefully gone through the entire evidence, both witness's testimony and documentary, available on the record.

On perusal of the judgment of the trial Court, it is evident that it was specifically observed that the plaintiffs claimed the suit property to be the benami property of their father, the foregoing discussion makes it apparent that, in order to establish a claim of benami transaction, the plaintiffs were required to prove the five material aspects, namely, (i) custody of the original document, (ii) relationship between the parties, (iii) payment/source of the consideration money, (iv) motive or cause for the benami transaction, and (v) subsequent dealings with the property. However, the plaintiff has utterly failed to prove the last three of these material aspects, namely, the payment/source of money, the motive or cause of the alleged benami transaction, and the subsequent dealings with the property. In particular, with regard to the alleged benami nature of the transaction evidenced by the registered sale deed dated 15-11-1969, the two vital tests, namely, the source of money and the motive for the alleged benami transaction, are conspicuously absent. The plaintiffs have failed to establish either of these two essential matters by cogent and credible evidence. Accordingly, the alleged benami character of the transaction has not been proved.

On the contrary, the learned Appellate Court observed that the plaintiffs' claim in respect of the disputed land is consistent, believable and well-founded. It was further stated that while considering Issue Nos. 3–5, the learned Judge of the trial Court, without properly examining the documents produced by the plaintiffs and without duly appreciating the evidence of the witnesses, believed the fabricated statements of Defendant No. 1 and his other colluding co-defendants and thereby deprived the plaintiff of the benefit of justice. Such approach is neither legally sound nor sustainable.

Learned Appellate Court also found that the learned Judge of the trial Court failed to consider, from the proper legal perspective, the various essential elements of a benami transaction on the basis of which the plaintiff's claim was held to be unproved. The learned Judge failed to appreciate that a document is not ordinarily executed expressly describing the transaction therein as a **"benami"** transaction; nor is there any rule that, merely because an instrument is returned or delivered back to the executant, it must thereafter be treated as a **"swanama"** or ostensible transaction. Thus, the learned trial Judge, by treating matters of an ordinary and natural character as extraordinary circumstances and by drawing conclusions contrary to normal human conduct and the surrounding circumstances, has departed from the ordinary course of affairs and thereby arrived at an erroneous conclusion.

From the above contrariwise observations of both the Subordinate Courts, a pivotal question requiring determination is whether the plaintiffs have been able to establish that the registered sale deed dated 15.11.1969 was merely a benami transaction wherein Jogesh Chandra Shil was the real purchaser and Ramani Kanta Shil and Haralal Shil were only ostensible owners.

It is by now a well-settled proposition of law that a registered sale deed carries with it a presumption regarding the correctness of its recitals. The burden to displace such presumption rests squarely upon the party alleging that the apparent state of affairs does not represent the real transaction. Such burden is particularly onerous where benami is pleaded because the plea seeks to contradict the express recitals contained in a solemn registered instrument.

In the present case, Exhibit Ka-2/1, namely the registered deed dated 08.05.1970 executed by Haralal Shil, has been heavily relied upon by the plaintiffs. However, upon careful examination of the said document, I find that it nowhere records that the earlier purchase was effected as benami or that Haralal Shil never acquired any beneficial interest in the property. On the contrary, the tenor of the document indicates a normal conveyance for valuable consideration. Had the original purchase truly been benami, one would naturally expect some reference to that arrangement in the subsequent reconveyance. The complete absence of such recital considerably weakens the plaintiffs' case.

The oral evidence also does not improve the plaintiffs' position. None of the plaintiffs' witnesses has convincingly deposed regarding the essential ingredients of benami. No witness has categorically stated from personal knowledge that the consideration money was exclusively paid by Jogesh Chandra Shil pursuant to a prior understanding that the vendees would merely lend their names. More importantly, D.W.2, who was the original vendor of the alleged deed, unequivocally deposed that he sold the property to Ramani Kanta Shil and Haralal Shil. No trace was found as to the transaction of consideration money by Jogesh Chandra, and evidence of DW2 substantially corroborates the recitals contained in the registered deed itself.

The appellate Court appears to have attached overwhelming importance to the subsequent possession of Jogesh Chandra Shil. While long possession may constitute a relevant circumstance, possession by itself cannot conclusively establish a benami transaction unless supported by convincing evidence regarding the source of consideration, the intention of the parties, and the surrounding circumstances existing at the time of purchase. Unfortunately, the appellate Court omitted to analyze these indispensable ingredients before reversing the findings of the trial Court.

Another significant aspect cannot escape judicial notice. Section 5 of the Land Reforms Ordinance, 1984 expressly prohibited acquisition of immovable property in the name of another for one's own benefit. Although the transaction in question preceded the Ordinance, no step whatsoever was taken by the alleged real owner to have the ostensible ownership regularized or declared within the period prescribed by law. The present suit was instituted only in the year 1995, almost twenty-six years after the original purchase and more than a decade after the statutory prohibition came into force. Such extraordinary delay further renders the plaintiffs' claim legally vulnerable.

The learned appellate Court also failed to address the question of limitation in its proper perspective. Assuming that the plaintiffs' case regarding benami is accepted for argument's sake, the right, if any, to seek a declaration of beneficial ownership could not remain alive indefinitely. The appellate Court omitted to examine this important legal issue, thereby rendering its judgment legally unsustainable.

It further appears that the appellate Court did not discuss the findings recorded by the trial Court on material issues nor assign convincing reasons for disagreeing therewith. A judgment of reversal must reflect an independent appreciation of the evidence, coupled with cogent reasons demonstrating why the trial Court's conclusions are erroneous. The impugned judgment falls short of this well-established judicial standard.

On a careful, comprehensive and anxious consideration of the decision reported in **3 BLC (AD) 114**, rendered in Additional Deputy Commissioner (Revenue) and Assistant Custodian of Enemy Property (L&B), Comilla v. Mvi Serajuddin Ahmed and others, it becomes manifest that the Appellate Division recognized the transaction as **benami** only upon the satisfaction of the well-settled legal tests governing such transactions. Their Lordships, upon meticulous appraisal of the oral and documentary evidence, found that the plaintiff had affirmatively established that the entire consideration money for the purchase had proceeded from him, he had continuously paid rent and produced rent receipts in support thereof, he remained in uninterrupted possession and management of the suit property, and the relationship between the ostensible purchaser and the real purchaser, being full brothers, furnished a plausible explanation for the transaction being taken in the name of the former. Their Lordships further attached considerable significance to the subsequent conduct of the parties, particularly the manner in which the plaintiff exercised exclusive dominion and dealt with the property, including its subsequent transfer, which unmistakably demonstrated that he was the real beneficial owner while his brother merely lent his name to the transaction. Considering the cumulative effect of these surrounding circumstances, documentary evidence, the conduct of the parties, and the source of the consideration money, the Appellate Division concluded that the essential ingredients constituting a benami transaction had been satisfactorily proved.

The ratio decidendi of the aforesaid decision unmistakably establishes that a plea of benami cannot succeed merely on assertion or familial relationship; rather, it must be substantiated by clear, cogent, convincing and reliable evidence demonstrating, *inter alia*, the source of the consideration money, the intention of the parties at the inception of the transaction, the motive for taking the deed in another's name, the custody of the title deeds, the subsequent possession and management of the property, and the overall conduct of the parties consistent with the existence of a benami arrangement. These cumulative circumstances constitute the recognized judicial tests for determining the real nature of a transaction.

Measured against the aforesaid authoritative principles, the facts of the present case stand on an entirely different footing. The plaintiffs have failed to adduce any dependable evidence establishing that the consideration money for the impugned transaction was paid by their father, or that they retained exclusive possession, management or control over the suit property after its purchase. Equally absent is any credible documentary or circumstantial evidence explaining the alleged motive behind taking the conveyance in the name of the recorded purchaser or proving that the latter acted merely as a name-lender. In the absence of these indispensable ingredients, the plaintiffs have failed to discharge the heavy burden of proof which the law invariably casts upon a person alleging a benami transaction. Consequently, the principle enunciated in **3 BLC (AD) 114** lends no assistance to the plaintiffs; rather, it fortifies the conclusion that the claim of benami is legally unsustainable on the facts of the present case.

Likewise, careful examination of the decision reported in **18 BLT (HCD) 315** reveals that the factual foundation of that case is materially distinguishable from the controversy presently before this Court. In that case, the High Court Division, after an elaborate assessment of the entire body of evidence, unequivocally found that defendant No. 1, being the minor son of the plaintiff, had neither independent financial capacity nor any credible source of funds to acquire the suit property. The evidence conclusively established that the plaintiff himself had purchased the suit land by registered deeds dated 21.06.1974 and 05.10.1974 (Exhibits-7 and 8), paying the entire consideration from his own resources while intentionally taking the conveyances in the name of his minor son. The plaintiff further succeeded in proving the motive underlying such arrangement, as well as his continuous possession, management and enjoyment of the suit property through consistent and reliable oral and documentary evidence. Upon these proved facts, His Lordship concurred with the concurrent findings of both the Courts below and held that the plaintiff had successfully established his title and possession by proving all the essential elements of a benami transaction, thereby warranting no interference in revisional jurisdiction.

The factual matrix of the instant case, however, bears no resemblance to the circumstances prevailing in **18 BLT (HCD) 315**. Here, there exists neither the relationship of a father and his minor dependent son nor any comparable circumstance capable of explaining why the property would be purchased in the name of another. More importantly, the plaintiffs have utterly failed to prove that they supplied the consideration money, retained beneficial ownership, exercised exclusive possession, or otherwise controlled the property in a manner indicative of a benami arrangement. No convincing evidence, either oral or documentary, has been adduced to establish the intention behind the alleged transaction or to create any legal nexus between the plaintiffs and the consideration passing under the impugned deed. The indispensable evidentiary factors which formed the very basis of the decision reported in **18 BLT (HCD) 315** are conspicuously absent in the present case.

Accordingly, both the decisions relied upon by the opposite parties, instead of advancing their case, clearly reinforce the settled legal proposition that a plea of benami must stand or fall upon strict proof of its essential ingredients. Since those foundational requirements have not been established in the present case, the authorities reported in **3 BLC (AD) 114** and **18 BLT (HCD) 315** are clearly distinguishable on facts and are, therefore, inapplicable to the controversy under adjudication.

However, the learned Counsel for the petitioner has placed reliance upon the authoritative decision reported in **34**

DLR (AD) 61, in the case of Nurjahan Begum v. Mahmudur Rahman Mullick, wherein the Hon'ble Appellate Division undertook an exhaustive examination of the jurisprudential foundation, historical evolution and governing principles of *benami* transactions in the Indian subcontinent. Their Lordships observed that a *benami* transaction is one in which the true owner intentionally permits the property to stand in the name of another person, known as the ostensible owner or *benamidar*, while the beneficial ownership and all proprietary interests continue to remain vested in the real owner. The *benamidar* merely lends his or her name to the transaction without acquiring any beneficial interest therein, the relationship between the real owner and the *benamidar* being analogous to that of a trustee and the *cestui que trust*, the latter remaining the actual beneficiary of the property.

Their Lordships further traced the historical origin and recognition of the doctrine of *benami*, observing that the practice had long been prevalent in the Indian subcontinent even before the advent of Muslim rule and continued to receive judicial as well as administrative recognition during the Muslim period. The judgments of the Sudder Diwani Adalat and the Supreme Court of Bengal, delivered during the administration of the East India Company, unmistakably demonstrate that *benami* transactions had become an accepted social and legal institution, notwithstanding judicial criticism describing the system as a "pernicious practice." Nevertheless, where such transactions were otherwise lawful, the Courts consistently acknowledged and enforced them. Legislative recognition was ultimately accorded through the enactment of the Indian Trusts Act, 1882 (Act II of 1882), which recognized the fiduciary character of the *benamidar*, holding the property in trust for the benefit of the real owner.

Hon'ble Appellate Division also adverted to the socio-economic circumstances which historically contributed to the widespread prevalence of *benami* transactions in the subcontinent. Among the principal reasons identified were the influence of the Hindu joint family system; the desire to preserve family property and circumvent rules relating to perpetuities; protection against fraud, oppression and unlawful expropriation in unsettled times; the necessity of avoiding harassment by rulers or hostile forces; the intention to conceal the true extent of one's wealth; and the social practice of *purdah*, whereby women often acquired property through male representatives.

More significantly, their Lordships authoritatively classified *benami* transactions into two distinct juridical categories. The first category comprises cases where the true owner transfers property into the name of another person without intending to confer any beneficial interest upon the transferee and without the transferee furnishing any consideration. In such circumstances, although the legal title ostensibly stands in the name of the transferee, the transferor continues to be the real and beneficial owner of the property. The second category relates to transactions where one person purchases property with his own funds but deliberately causes the conveyance to be executed in the name of another. In such a case, the purchaser, having supplied the entire consideration, is the true owner in equity and in substance, while the person in whose name the deed is executed merely lends his name to the transaction and acquires neither legal nor beneficial interest beyond the ostensible title.

From the aforesaid facts, observations and legal propositions unequivocally establishes that **a transaction is benami where the evidence, viewed in its entirety, establishes that the consideration proceeded from one person while the property stood in the name of another without any intention of conferring beneficial ownership upon the ostensible transferee, the latter being merely a name-lender. The determination must rest upon the cumulative effect of the source of consideration, the parties' intention and conduct, possession, custody of title deeds, and the attendant circumstances, rather than upon the apparent form of the transaction alone.**

Viewed in the light of the aforesaid authoritative exposition of law, the plaintiffs failed to expose the facts of the present case in the light of the aforesaid principles of law. The evidentiary materials on record do not disclose the existence of any of the indispensable ingredients which, according to the Appellate Division, constitute a valid *benami* transaction. There is no convincing evidence that the consideration proceeded exclusively from the alleged real owner, nor is there any satisfactory proof that the ostensible transferee was intended merely to lend his or her name without acquiring any beneficial interest. Equally absent are the attendant circumstances relating to possession, enjoyment, custody of title documents, subsequent conduct of the parties or any other cogent evidence capable of rebutting the apparent tenor of the registered instrument. Consequently, the factual matrix of the instant case falls far short of gaining the well-settled legal parameters enunciated in **34 DLR (AD) 61**, and the principles governing *benami* transactions laid down therein are, therefore, of no assistance to the plaintiff.

Accordingly, relying upon the foregoing findings and observations, I am constrained to hold that the plaintiffs reasonably failed to proof the case so far on the scale of preponderance of probability, and the learned appellate Court misconstrued the alleged deed dated 15.11.1969 by treating it as a benami instead of a sale, and thereby misdirected itself both on facts and in law by accepting the plea of benami without sufficient legal evidence to establish the same, and by reversing the well-reasoned judgment of the trial Court without independent and adequate discussion of the evidence and the governing legal principles.

For the reasons discussed hereinabove, I find substance in the Rule.

In the result, the Rule is made **absolute** without any order as to costs.

The judgment and decree dated 03.11.2004 (decree drawn up thereunder and signed on 06.11.2004) passed by the learned Additional District Judge, Patuakhali in Title Appeal No.09 of 1999 are hereby set aside.

The judgment and decree dated 21.10.1998 (decree drawn up thereunder and signed on 29.10.1998) passed by the learned Joint District Judge, First Court, Patuakhali in Title Suit No.27 of 1996 are restored and confirmed.

The order of *status quo* granted earlier by this Court stands recalled and vacated.

Let the Subordinate Courts' Records (SCR) be transmitted to the Courts concerned forthwith together with a copy of this judgment.

(Abdur Rahman, J.)