

Present:

Mr. Justice S M Kuddus Zaman

And

Mr. Justice Sayed Jahed Mansur

CIVIL RULE NO.600 (F) of 2018.

Golam Mohammad Siraj and others

...Petitioners

-Versus-

Bangladesh Bank and others

...opposite parties

No one appears

...For the petitioners

Mr. Tirtha Salil Pal, Advocate

...For the opposite party No.05

Heard & Judgment on: 06.11.2025.

S M Kuddus Zaman, J

This Rule was issued calling upon the defendants- opposite parties to show cause as to why the defendant-opposite parties should not be restrained by an order of injunction from sending/publishing the names of the plaintiff-petitioner in the CIB Report showing them as defaulters for ends of justice and/or pass such other or further order or orders as to this Court may seem fit and proper.

Facts in short are that the petitioner as plaintiff instituted Title Suit No.660 of 2018 against the Mercantile Bank Limited and the Bangladesh Bank for a decree declaring that classifying the loan account of the plaintiff and

designating the plaintiff as loan defaulter and sending his name to the Bangladesh Bank for publication in the CIB report are unlawful.

In above suit the plaintiff filed a petition under order 39 Rule 1 of the Code of Civil Procedure, 1908 for an order of temporary injunction against above defendant so that they cannot classify the plaintiff as defaulter in paying above loan and send his name to the Bangladesh Bank for publication in the CIB report.

On consideration of submissions of the learned Advocate for the plaintiff and materials on record the learned Joint District Judge, 5th Court, Dhaka rejected above petition.

Being aggrieved by and dissatisfied with above order above plaintiff as appellant preferred First Appeal Tender No.1179 of 2018 and obtained this rule and an ad-interim order of injunction.

No one appears on behalf of the petitioner at the time of hearing of this Rule although the matter appeared in the list for hearing on several dates.

Mr. Tirtha Salil Pal learned Advocate for the opposite party submits that the impugned order and above First Miscellaneous Appeal are barred by Article 41 (1) of the Bangladesh Bank order 1972.

We have considered the submissions of the learned Advocate for the opposite parties and carefully examined all materials on record.

Undisputedly the plaintiffs obtained loan of a huge amount of money from the Mercantile Bank Limited, defendant No.5. Above loan was approved and disbursed pursuant to a loan agreement between the petitioner and opposite party Bank specifying the terms and conditions as to the mode of disbursement of the loan money, schedule of repayment of above loan money and all other related issues.

If a loan receiver fails to repay the loan according to the payment schedule agreed upon by the parties in the loan agreement he is designated as a defaulter. The relation between the parties to this rule and the nature of the dispute of this petition is contractual arising out of a loan agreement. In a case involving contractual dispute an order of temporary injunction is not a just, equitable and appropriate remedy.

In this application under Order 39 rule 1 of the Code of Civil Procedure the petitioners in fact sought the remedy of the original suit without establishing his claims, allegations or status by legal evidence at trial.

As far as the publication of the CIB report by the Bangladesh Bank is concerned above jurisdiction of the Bangladesh Bank has been provided by Article 41(1) of the Bangladesh Bank Order 1972. Above Article of the Bangladesh Bank Order has explicitly barred the jurisdiction of civil court from entertaining any suit or case challenging any action of the Bangladesh Bank initiated under above Article of above Order of 1972.

In above view of Article 41 of the Bangladesh Bank Order, 1972 and materials on record we hold that the plaintiff's petition under Order 39 Rule 1 of the Code of Civil Procedure for an order of injunction against opposite party bank restraining the opposite party bank from classifying the petitioner as loan defaulter and sending his loan status to the Bangladesh bank for publication in the CIB report is barred by Article 41(1) of the Bangladesh Bank Order 1972. The learned Joint District Judge on correct appreciation of facts and circumstances of the case and relevant laws rightly rejected above petition which calls for no interference.

In above view of the materials on record we are unable to find any substance in this petition under

Section 39 Rule 1 of the Code of Civil Procedure and the rule issued in this connection is liable to be discharged.

In the result, the rule is discharged.

The ad-interim order passed at the time of issuance of the rule is hereby vacated.

Let a copy of this judgment be transmitted down at once.

Sayed Jahed Mansur, J

I agree