

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

**Civil Rule No. 333 (F) of 2019**

In the matter of:  
An application for injunction

AND

In the matter of:  
Prime Finance & Investment Ltd.

.... Petitioner

-Versus-

Bangladesh Bank and others

....Opposite-parties

No one appears

... For the petitioner

Mr. Sheikh Mohammad Zakir Hossain, Avocate

....For the opposite party no.3

**Heard and Judgment on 04.02.2024.**

**Present:**

Mr. Justice Md. Mozibur Rahman Miah  
And  
Mr. Justice Mohi Uddin Shamim

**Md. Mozibur Rahman Miah, J:**

On an application for injunction filed in First Appeal No. 318 of 2019, this rule was issued calling upon the opposite parties to show cause as to why they should not be restrained by an order of injunction from reporting, circulating and publishing the name of the appellant-petitioner company in the CIB report of Bangladesh Bank classifying the company as defaulting borrower till disposal of the Appeal should not be set aside

and/or such other or further order or orders be passed as to this court may seem fit and proper.

At the time of issuance of the rule, this court also restrained the opposite parties by an order of injunction from reporting, circulating and publishing the name of the appellant petitioner company in the CIB report of Bangladesh Bank for a period of 6(six) months from date. That order was subsequently extended from time to time and it was lastly extended on 30.08.2022 till disposal of the rule.

The precise facts so have been stemmed from the application for injunction are:

The present petitioner as plaintiff filed a suit being Title Suit No. 257 of 2019 before the court of learned Joint District Judge, 5<sup>th</sup> Court, Dhaka for declaration that the report of the Credit Information Bureau of Bangladesh Bank classifying the plaintiff as defaulter is illegal collusive, malafide and without lawful effect. Soon after filing of the suit the plaintiff also filed an application for injunction. The learned judge of the trial court then fixed the matter on 06.05.2019 for maintainability hearing of the suit as well as the hearing on the application so filed by the plaintiff under Order 39 Rule 1 and 2 read with section 151 of the Code of Civil Procedure. The learned judge then after perusing the plaint and that of the application for injunction dismissed the suit by rejecting the plaint and that of the application for temporary injunction.

It is at that stage the plaintiff as appellant came before this court and preferred the First Appeal. After preferring the appeal, the appellant as petitioner filed the application for injunction on the self-same prayer so

made in the application for injunction before the trial court and this court vide order dated 16.05.2019 issued rule and passed an order of injunction restraining the defendants-respondents opposite parties from referring the name of the appellant-petitioner to Bangladesh Bank classifying it as a defaulter borrower which gave rise to the above civil rule.

None appeared for the appellant-petitioner to press the rule.

On the contrary, Mr. Shaikh Mohammad Zakir Hossain, the learned counsel appearing for the opposite party no. 3 at the very outset submits that, since the suit itself is not maintainable, the injunction on which the rule was issued cannot be sustained at all.

The learned counsel further contends that, it has already been settled by this Hon'ble court that, the enlistment of the defaulter borrower in the CIB report of Bangladesh cannot be challenged in view of the provision of article 41(1) as well as chapter 4 of the Bangladesh Bank order 1972 which has been fortified in the decision so have been reported in 73 DLR 554 having no occasion to sustain the rule. On that very sole legal argument, the learned counsel finally prays for discharging the rule and vacating the order of injunction.

We have considered the submission so advanced by the learned counsel for the respondent-opposite party no. 3 and perused the application for injunction vis-a-vis all other documents so have annexed with the application. It is statutory provision provided in Bangladesh Bank order that under no circumstances can the property of inclusion of the name of defaulting borrower be called in question in any legal forum because in Article 41(1) of the Bangladesh Bank order clearly debar| the court to

entertain any application challenging the legality of such kind of inclusion. Furthermore, in chapter IV (Article 42-48) clearly provides the bank to collect and furnish the credit information of the defaulting borrower having no scope to interfere with that function performed by the Bank. Furthermore, section 27ka ka of Bangladesh Bank order, 1991 also mandates the lending bank to refer the name of the defaulter borrower to Bangladesh Bank enabling the bank to circulate the name of the defaulting borrower to all the banks as well as financial institutions. So in view of the said settled legal proposition enshrined both in the statute as well as the decision so have been reported in 73 DLR 554 we don't find any merit in the rule. Since the suit itself is not maintainable so invariably the interim prayer originated from such kinds of void suit cannot be entertained. All in all we don't find any merit in the rule.

Consequently, the rule is discharged however without any order as to cost.

The order of injunction granted at the time of issuance of the rule stands recalled and vacated.

Communicate a copy of this order to the opposite parties forthwith.

**Mohi Uddin Shamim, J:**

I agree.