

**IN THE SUPREME COURT OF BANGLADESH
HIGH COURT DIVISION
(Civil Appellate Jurisdiction)**

First Appeal No. 626 of 2019

In the matter of:

Noor Begum and others
... Plaintiffs-Appellants.

-Versus-

Tahera Begum and others
...Defendants-Respondents.

Mr. Mohammad Ali Azam, Advocate
...For the Appellants.

Mr. Nawroz M.R. Chowdhury, Advocate
...For the Respondent no. 1

Heard on 15.01.2025, 22.01.2025 and 05.02.2025
Judgment on 10.02.2025

Present:

Mr. Justice Md. Mozibur Rahman Miah
And
Mr. Justice Md. Bashir Ullah

Md. Bashir Ullah, J.

At the instance of the plaintiffs in Other Class Suit No. 227 of 2012, this appeal is directed against the judgment and decree dated 25.07.2019 passed by the learned Joint District Judge, Second Court, Cox's Bazar dismissing the same against defendant no. 1 on contest and *ex parte* against the rest.

Subsequently, the appellant filed an application for *status quo*, which was heard by this Court on 19.11.2019 and upon hearing, this Court

allowed the same and directed the parties to maintain status quo in respect of possession of the suit land till disposal of the instant appeal.

The precise facts leading to preferring this appeal are:

The plaintiffs instituted Other Class Suit No. 102 of 2010 before the learned Joint District Judge, First Court, Cox's Bazar for declaration of title and for further declaration that the registered Deed No. 3494 dated 27.12.2007 executed in favour of defendant no. 1 is forged, void, and not binding upon the plaintiffs and also for declaration that the B.S. Khatian No. 58 is wrong, void, inoperative and not binding upon the plaintiffs involving the suit land measuring an area of .0343125 acre of land described in the schedule to the plaint which was not recorded in the name of plaintiff nos. 2 to 10.

The case of the plaintiffs in short is that the suit land along with other land under R.S. Plot Nos. 1044 and 2082 belonged to the *Mogh* community. The Secretary of the said community leased out the land of R.S. Khatian No. 1295 to one, Ershadur Rahman and Abdul Matlib alias Abdul Matlab by an unregistered *Amoldarinama* on 02.03.1930. While they were enjoying possession of the land, Ershadur Rahman sold out 2 decimals of land from R.S. Plot No. 1044 to Nur Ahammad, son of Abdul Matlab on 18.02.1936 through registered Deed No. 572. Abdul Matlab sold out 2 decimals of land of R.S. Plot No. 2082 to plaintiff no. 1, Azu Meher and plaintiff no. 6, Fatima Khatun, by registered Deed No. 305 dated 23.01.1964. Thereafter, Noor Ahammad sold out 2 decimals of land of R.S. Plot no. 1044 to plaintiff no.1, Azu Meher by registered Deed No. 3874 dated 22.10.1964. The suit land was recorded in the name of Azu Meher

under Mouja Cox's Bazar in B.S Khatian No. 58. After that, plaintiff no.1, Azu Meher gifted $\frac{2}{3}$ decimals of land of R.S. Plot 2082 and $1\frac{1}{3}$ decimals of land of R.S. Plot No. 1044, total 2 decimals of land to her spouse, Abdul Malek by registered Deed No. 5803 dated 10.08.1983. Then Fatima Khatun gifted 1 decimal of land to her father, Abdul Malek by Deed No. 6138 dated 02.08.1982. But the scribe inadvertently wrote R.S. Plot No. 1045 instead of 1044 in the registered Deed No. 5803 dated 10.08.1983. The plaintiffs filed Other Class Suit No. 84 of 2012 before the court of Senior Assistant Judge, Cox's Bazar impleading Azu Meher to rectify the said deed under section 31 of the Specific Relief Act. In the suit, Azu Meher appeared and filed a *Solenama* on 04.09.2012. However, the Court decreed the suit on compromise on 22.11.2012. Thereafter, Azu Meher executed a deed of declaration upon rectification on 25.03.2013. Abdul Malek died, leaving behind two wives (plaintiff nos. 1 and 2), 3 sons (plaintiff nos. 3 to 5) and 5 daughters (plaintiff nos. 6 to 10). Being heirs, the plaintiff no. 1 acquired .0056875 acre, and the other plaintiff nos. 2 to 10 acquired .0343125 acres of land under suit land respectively. Thus, the plaintiffs have been enjoying the possession of the suit land.

Plaintiff no. 1, Azu Meher was illiterate and she had no knowledge about the landed properties. On the other hand, defendant no. 1 is a neighbour and her husband, Sirajul Haque was educated and clever. They called Azu Meher as aunt. Once, an altercation occurred between plaintiff no. 1 and defendant no. 1 and at that time, defendant no. 1 and her husband threatened the plaintiff no. 1 that they would dispossess her from the suit land. On 27.12.2007, the husband of defendant no. 1 called plaintiff no. 1

to their house, offering a settlement of the dispute and then took her thumb impression on a few stamps and took pictures in their mobile set. Thereafter, on 05.08.2010, the husband of defendant no. 1 disclosed that they purchased the suit land and claimed possession of the same. After that, the plaintiffs collected a certified copy of the registered Deed No. 3494 dated 27.12.2007 from the Cox's Bazar registry office and became astonished seeing the certified copy, which is fabricated, void and forged. Plaintiff no. 1 never executed such document and when the plaintiffs knew that defendant no. 1 mutated her name then, they filed an appeal. However, they are paying the land development taxes and have been enjoying possession of the suit land. Subsequently on 20.06.2011 the AC land refused to open separate khatian by mutating the name of plaintiff nos. 2 to 10 in the suit land and hence, the plaintiffs filed the suit.

Defendant no.1 contested the suit by filing a written statement stating *inter alia* that the suit land belonged to plaintiff no. 1, Azu Meher and the same was recorded in B.S. Khatian No. 58 of Mouza Cox's Bazar in her name. Subsequently, the plaintiff no. 1 offered to the local people to sell the suit land with homestead. Upon hearing, the defendant no. 1 and her husband agreed to purchase the same and accordingly, the price of .0375 acres of land was fixed at Taka 16,25,000/- and the price of the homestead was fixed at Taka 25,000/-. Thereafter, on 27.12.2007 the defendant no. 1, in presence of her husband, Alhaj Sirajul Haque and plaintiff no. 4 paid Taka 16,50,000/- to plaintiff no.1 in cash. Plaintiff no. 1 then executed and registered sale Deed No. 3494 in favour of defendant no.1 at Cox's Bazar sub-registry office on 27.12.2007. When, plaintiff

no.1 put her thumb impression on the deed, and she was identified by her son, plaintiff no. 4, namely Jainal Abedin. After that, plaintiff no.1 delivered possession of the suit land to defendant no. 1 and since then, defendant no. 1 with her family have been enjoying title and possession of the suit land as of homestead and living therein. The defendant no.1 mutated the suit land in her name in the office of the Assistant Commissioner (Land), Cox's Bazar and has been paying land development tax (*khazna*). The *heba* deed No. 5803 dated 10.08.1983 was made for R.S. Plot No. 1045 and defendant no. 1 was not made any party to Other Class Suit No. 84 of 2012 and hence, the judgment and decree passed in the said suit is not binding on defendant no. 1. It has also been stated that the suit is not maintainable under section 42 of the Specific Relief Act and the plaintiffs did not pay ad valorem court fees. Hence, the suit is liable to be dismissed.

The said suit was subsequently transferred to the Joint District Judge, Second Court, Cox's Bazar and it was renumbered as Other Class Suit No. 227 of 2012.

In order to dispose of the suit, the learned Judge of the trial Court framed as many as 6(six) different issues and the plaintiff examined 4(four) witnesses and the defendants examined 5(five) witnesses. Apart from that, the plaintiff also produced several documents which were marked as exhibit nos. '1'-'12' series while the defendants also produced several documents which were marked as exhibit nos. 'ka'-'da'.

The learned Judge of the trial Court on conclusion of trial, dismissed the suit by impugned judgment and decree dated 25.07.2019.

Being aggrieved by and dissatisfied with the judgment and decree dated 25.07.2019, passed by the learned Joint District Judge, Second Court, Cox's Bazar the plaintiff as appellant then preferred this appeal.

Mr. Mohammad Ali Azam, the learned counsel appearing for the appellant upon taking us to the impugned judgment and decree at the very outset submits that the impugned judgment and decree is illegal and bad in law and as such the same is liable to be set aside.

He next submits that, the trial Court failed to appreciate the pleadings of the parties and failed to discuss the evidence on record and to consider those in the light of the pleadings of the parties and thus committed an error of law in not decreeing the suit.

Mr. Azam further contends that plaintiff no.1 never executed and registered the impugned deed and the defendant no.1 collusively created the same for wrongful gain and it is evident from Exhibit No. 11 (deed No. 3824) that the plaintiff no. 1 had title on 2 decimals of land in Plot No. 1044 under R.S. Khatian No. 1295 but she sold out 3.75 decimals of land but the trial Court without considering it, most illegally dismissed the suit. He further contends that though the appellants as plaintiffs have proved their case by producing relevant documents of title and have been in possession in the suit land and the documents so produced were marked as exhibits yet the trial Court without considering the same, illegally dismissed the suit and thus erred in law in passing the impugned judgment and decree, which is liable to be set aside.

The learned counsel further contends that the trial Court failed to consider that the plaintiffs stated in the plaint that they have been enjoying

possession of the suit land by residing therein and PW1 asserted the same in his deposition and he produced electricity bills, water bills and Municipal Tax Receipt to prove their possession where PW2 and PW3 corroborated the evidence of PW1 but such evidence has not been considered by the trial Court and as such the finding of possession of the trial Court is based on misconception of law and facts, as such the suit was well maintainable and the trial Court has thus erred in law in dismissing the suit.

He further submits that the plaintiffs filed the suit for declaration of title in the suit land and further declaration that the Deed No. 3494 dated 27.12.2007 in the name of defendant no. 1 is forged, fraudulent, collusive and not binding upon the plaintiffs and non-inclusion of the names of plaintiffs no. 2-10 in B.S. Khatian No. 58 in respect of .0343125 acres of land is wrong and not binding upon the plaintiffs but a prayer for cancellation of that deed has not been made in the prayer, which is the mistake of the learned lawyer who conducted the case before the trial Court though consequential relief is a natural consequence and no prayer to that effect is required to cancel the impugned deed which has not been considered by the trial Court.

On these legal submissions, the learned counsel finally prays for allowing the appeal by setting aside the impugned judgment and decree.

However, in support of his contention, learned counsel for the appellant referred to the decision passed in the cases of *Chan Mahmood (Md) and others Vs. Md. Hossain Ali and others* reported in 3 BLC (1998)

364 and *Adbur Rahim and others Vs. Mozaffar Ahmed*, reported in 24 BLD (HCD) (2004) 518.

Per contra, Mr. Nawroz M. R. Chowdhury, the learned counsel appearing for respondent no. 1, vehemently opposes the contention taken by the learned counsel for the appellant and submits that, the learned Judge while dismissing the suit, clearly found that without prayer for cancellation of the deed under section 39 of the Specific Relief Act, the suit cannot lie and hence, the appeal is liable to be dismissed.

He further contends that plaintiff no.1 was alive but she did not bother to appear before the trial Court for a single day and since the plaintiff no. 1 is the vendor and executor of the Deed being No. 3494 dated 27.12.2007 but she did not challenge the said deed in the suit and also in the appeal and thus the present appellants have no right over the suit land as well as the deed and therefore, the appellants cannot establish any right over the deed.

He next contends that during trial, the plaintiffs never applied for the handwriting expert for the deed in question being No. 3494 dated 27.12.2007, rather, defendant no.1 applied for the handwriting expert which is evident from order no. 83 dated 04.01.2018 passed by the learned Joint District Judge, Second Court, Cox's Bazar where the Court below has rightly observed that the plaintiff no.1 has put her thumb impressions validly in the deed in question and also her thumb impressions are verified by her son, which is sufficient to prove the deed as valid.

The learned counsel also contends that plaintiffs failed to prove their title and possession over the suit land, rather, defendant no.1 proved the title and possession.

The learned counsel further contends that B.S. record of the suit land was prepared and published in the name of plaintiff no. 1 correctly and thus, the prayer to the effect that the B.S. Khatian No. 58 is wrong, void and inoperative is such contradictory stand of the plaintiffs which is not tenable in law. The learned counsel also submits that the suit is not maintainable since the provisions of sections 145A, 145F and 145H of the State Acquisition and Tenancy Act put legal bar to file the suit challenging the latest record in ordinary civil Court.

He next contends that plaintiff no. 3, Nashir Uddin was abroad at the time of filing of the suit and he did not put his signature in the power and the plaint and PW1, Jahanara Aktar disclosed the matter in her cross-examination.

With those submissions, the learned counsel finally prays for dismissing the appeal by affirming the judgment and decree passed by the trial Court.

In support of his contention, the learned counsel referred to the decision passed in the cases of *Noor Mohammad Khan and others Vs. Government of the People's Republic of Bangladesh and others* reported in 42 DLR (1990) 434 and *Md. Nazir Hossain Khan Vs. Shahida Begum and others* reported in 7 BLT (AD) (1999) 7.

Be that as it may, we have considered the submission so advanced by the learned counsel for the appellant and that of respondent no. 1, perused

the memorandum of appeal, including the impugned judgment and decree and all the documents appended in the paper book.

We find that plaintiff no. 1 was alive during the trial but she was not examined and she did not deny before the court that she did not execute and register the impugned deed and did not put her thumb impression on it as well where the plaintiff no. 4, Jainal Abedin identified his mother at the time of registration of the deed even he was not examined, though he was the identifier in the deed while DW2, Momotaj Ahmed who was the scribe of the deed, stated in his examination-in-chief that he drafted the deed no. 3494 dated 27.12.2007 and accordingly he proved his signature as exhibit 'Ga-1' and deposed “উক্ত দলিলের দাতাকে আমি দলিলটা পাঠ করে শুনিয়েছি ও আমার সামনে লেনদেন হয়েছে। দলিলের দাতা টিপসই দিয়ে উক্ত দলিল সম্পাদন করেছে। দাতার টিপসই বকলম করেছেন গিয়াস উদ্দিন, সনাত্তকারী মোহাম্মদ জয়নাল আবেদীন, দাতার ছেলে। উক্ত দলিলের দাতার টিপসই। সনাত্তকারী দস্তখত আমার সামনে দিয়েছে। রেজিঃ অফিসে গিয়ে দলিলের দাতা মঞ্জুরী দেওয়ার সময় আমি উপস্থিত ছিলাম।”

DW3, Giash Uddin was the attesting witness of the impugned deed who stated that plaintiff no. 1 put her thumb impression in the Deed No. 3494 dated 27.12.2007 in his presence and he proved his 14 signatures in the impugned deed as exhibit 'Ga-2' series. He stated, “উক্ত দলিলের দাতা উক্ত দলিলে প্রতি পৃষ্ঠায় আমার সম্মুখে টিপসই দিয়েছে ও দাতার ছবির উপরেও তিনি টিপসই দিয়েছে। দলিলের হলফনামার ও দলিল দাতা টিপসই দিয়েছে। উক্ত দলিলে দাতার টিপসই সমূহ দাতা আমার সম্মুখে দিয়েছে ও তা আমি নিজে বকলম করেছি। তাতে বকলমকারী হিসাবে আমার স্বাক্ষর আছে। এই আমার স্বাক্ষর ১৪ টি টিপ এ আমার বকলম স্বাক্ষর প্রদ- গ(২) সিঃ দলিল দাতা টাকা বুঝে নেয়ার সময় আমি উপস্থিত ছিলাম। দলিল দাতার ছেলে জয়নাল আমার পূর্ব পরিচিত। জয়নাল আবেদীন দস্তখত দেওয়ার সময় আমি উপস্থিত ছিলাম।”

The learned Joint District Judge rightly find out that “বিবাদীপক্ষ উক্ত দলিল প্রমাণে দলিলের লিখক মমতাজ আহমেদ এবং দাতার টিপসই বকলমকারী গিয়াস উদ্দিনকে যথাক্রমে ডিডব্লিউ-২ ও ৩ হিসাবে আদালতে উপস্থাপন করেন। ডিডব্লিউ-২ দলিল লিখক মমতাজ আহমেদ তার জবানবন্দীতে, তিনি উক্ত দলিলটি মুসাবিদা করার এবং তার সম্মুখে দাতা আজু মেহের টিপসই প্রদান করার এবং সাক্ষীগণ স্বাক্ষর প্রদান করার বিষয় সমর্থন সাক্ষ্য প্রদান করেছেন। একই ভাবে ডিডব্লিউ-৩ গিয়াস উদ্দিন তার জবানবন্দীতে ৩৪৯৪ নং দাতা আজু মেহের তার সম্মুখে টিপসই প্রদান করার বিষয় সমর্থন করে সাক্ষ্য প্রদান করেছেন। উক্ত সাক্ষীদের জেরায় বাদীপক্ষ মৌলিকভাবে সাংঘর্ষিক কোন বক্তব্য আনয়ন করতে পারেন নি। তাছাড়া, উক্ত দলিলে দাতার শনাক্তকারী হিসাবে ৪ নং বাদী জয়নাল আবেদীন এর স্বাক্ষর থাকার বিষয় বিবাদীপক্ষ তাদের জবাবে উল্লেখ করেছেন। সাক্ষ্য আইনের ৭৩ ধারা অনুযায়ী ৩৪৩৪ নং দলিলে থাকা “জয়নাল আবেদীন” নামীয় স্বাক্ষর এবং আর্জিতে থাকা ৪ নংবাদী জয়নাল আবেদীনের স্বাক্ষর তুলনা করে মিল পাওয়া যায়। এছাড়া বাদীপক্ষ তাদের আর্জিতে ২০০৭ ইং সালে বাদী আজু মেহের কিছু স্ট্যাম্পে টিপসই দিয়েছেন মর্মে স্বীকৃতি পাওয়া যায়। বাদীপক্ষ তাদের আর্জিতে ১ নং বাদী আজু মেহের ২৭.১২.০৭ ইং তারিখের ৩৪৯৪ নং দলিলে টিপসই প্রদান করেন নি মর্মে দাবী করলেও মোকদ্দমা বিচারকালে সাক্ষ্য আইনের ৪৫ ধারানুযায়ী দলিলে এবং LTI বহিতে থাকা আজু মেহের নামীয় টিপসই তার নয় এরূপ প্রমাণে বিশেষজ্ঞের মতামত (Expert Opinion) গ্রহণের কোন পদক্ষেপ গ্রহণ করেন নি।”

Given the above facts, we are of the view that the plaintiffs totally failed to prove that deed no 3494 dated 27.12.2007 is forged and fabricated and the same was not executed and registered by plaintiff no. 1. Thus, the impugned deed is valid. Furthermore, the plaintiffs did not pray for cancellation of the impugned deed and hence, the suit was not maintainable. So, the trial Court rightly dismissed the suit.

DW1, Sirajul Haque stated in his deposition, “১নং বিবাদী তাহেরা বেগম ২০০৭ সালে জমি খরিদ করার পর পরই পুরাতন জরাজীর্ণ গৃহ মেরামত করিয়াছেন এবং দক্ষিণ, পূর্ব ও উত্তর সীমানায় পাকা সীমানা দেওয়াল নির্মাণ করিয়াছেন। নালিশী জমিতে ১নং বিবাদী স্বপরিবারে

বসবাস করিয়া আসিতেছেন। গত ২৭/১২/০৭ ইং তারিখ হইতে ১নং বাদী আজু মেহেরের কোন প্রকার স্বত্ব দখল নাই। অন্যান্য বাদীগণেরও নালিশী জমিতে কোন স্বত্ব দখল নাই এবং পূর্বে ছিল না।” DW4 corroborated the evidence adduced by DW1. DW4, Nurul Haque stated in his deposition, “না. জমি বর্তমানে বিবাদী তাহেরা বেগমের দখলে। ২০০৭ ইং সাল হতে বিবাদীর দখলে ইহা। নালিশী জমিতে বাদীদের কোন বসতবাড়ি নাই। নালিশী জমি বাদীগণ দখল করে না। নালিশী জমি আমার বাড়ির পাশে।”. DW5, Shahid Ullah is a neighbour of the defendant who corroborated the evidence of DWs 1 and 4 and stated, “উক্ত নালিশী জমি বিবাদী তাহেরার দখলে ২০০৮ ইং সালের প্রথম দিক হতে। নালিশী জমিতে বাদীদের কোন বসতবাড়ি ও দখল নাই। নালিশী জমির আশে পাশে আমার বাড়ি।”

PW2 and PW3 stated in their deposition that the plaintiffs have been enjoying possession of the suit land, but the trial court could not believe such evidence. The trial Court opined, “বাদীপক্ষে হাজির সাক্ষী পি.ডব্লিউ-২ তার জবানবন্দীতে নালিশী ভূমিতে বাদীনির দখল থাকার বিষয় উল্লেখ করলেও তিনি নালিশী ৩নং ওয়ার্ডের স্থায়ী বাসিন্দা নন বলে জেরায় উল্লেখ করেছেন। এছাড়া উক্ত সাক্ষী তার জেরায় নালিশী ভূমির উত্তরে সৈয়দ আহমদ, দক্ষিণে আতর আলী গং ও পশ্চিমে নর্দমা মর্মে উল্লেখ করেন যা আর্জিতে বর্ণিত চৌহদ্দির সাথে সাংঘর্ষিক। একইভাবে সাক্ষী পি.ডব্লিউ-৩ তার জবানবন্দীতে বাদীপক্ষ নালিশী ভূমিতে দখলে আছে মর্মে উল্লেখ করলেও জেরায় স্বীকার করেছেন যে, নালিশী জমির চৌহদ্দিতে তার কোন জমি নেই। এছাড়া, নালিশী ভূমির পশ্চিমে নর্দমা থাকার বিষয় উল্লেখ করেছেন যা আর্জিতে বর্ণিত চৌহদ্দির সাথে মিল পাওয়া যায় না।”

It appears that the plaintiffs also failed to prove their possession in the suit land rather the defendant no.1 proved that they have been enjoying possession in the suit land. Further, the suit is not maintainable in its present form because plaintiff no. 1 is a party to the impugned deed and as such mere declaration without a prayer for its cancellation under section 39 of the Specific Relief Act does not satisfy the requirement of law.

After the purchase of the suit land, defendant no. 1 mutated her name in the holding and it appears from exhibits 'Gha', 'Umma' and 'Cha' that Mutation Khatian No. 3407, Duplicate Carbon Receipt (DCR) which were prepared in the name of defendant no.1 and she paid the land development tax (Khazna) accordingly where these mutation Khatian and DCR were not challenged by the plaintiffs.

In order to defeat the title of defendant no.1 acquired by deed dated 27.12.2007 the plaintiffs in a deceitful manner, made out a false case that the B.S. record is wrongly prepared in the name of plaintiff no.1 instead of plaintiff nos. 2-10 and in support of such claim plaintiffs also made out another case of a registered gift shown to have been executed by plaintiff no. 1 in favour of her husband on 10.08.1983, marked as exhibit no. 8. But that document does not contain the disputed plot and it appears, it is nothing but a colourable transaction being not proved in evidence in accordance with law. It seems that the plaintiffs filed Other Class Suit No. 84 of 2012 to frustrate the title of defendant no. 1 for which she was not made party in the same.

The B.S. record of the suit land was prepared and published in the name of plaintiff no.1, Azu Meher. So, the plaintiffs prayed for a decree declaring that B.S. Khatian No. 58 is wrong, void, inoperative and not binding on them as .0343125 acres of land described in the schedule to the plaint was not recorded in the name of plaintiff nos. 2 to 10. However, after the establishment of the Land Survey Tribunal under section 145A of the State Acquisition and Tenancy Act, the prayer so made in the suit is not maintainable at all. Furthermore, section 145F of the State Acquisition and

Tenancy Act provides, “No suit arising out of the final publication of the last revised record of rights prepared under section 144 shall lie in any civil Court within the territorial limits of the jurisdiction for which a Land Survey Tribunal is established under section 145A.”

In this regard, in the case of *Mrs. Bilkis Vs. Land Reforms Board, Courts of Wards, Ministry of Land* (unreported judgment dated 13.11.2024 passed in First Appeal No. 15 of 2017) this Court held:

“... since the plaintiffs sought remedy to correct the latest record namely, City Survey so until and unless, it is rectified through a proper legal forum no declaration of title in their favour can be passed where an ordinary civil court assumes no authority to declare title in favour of an aggrieved party even if, evidence is led favouring plaintiffs’ title to that effect.”

Given the above facts, circumstances of the case and discussion and observation made hereinabove, we are of the view that the learned Judge of the trial Court rightly and legally dismissed the suit.

Overall, we find no ground to interfere with the impugned judgment and decree.

Resultantly, the appeal is dismissed, however without any order as to costs.

The judgment and decree dated 25.07.2019 passed by the learned Joint District Judge, Second Court, Cox’s Bazar in Other Suit No. 227 of 2012 is hereby affirmed.

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

Let a copy of this judgment along with the lower Court records be transmitted to the court concerned forthwith.

Md. Mozibur Rahman Miah, J.

I agree.