

IN THE SUPREME COURT OF BANGLADESH
HIGH COURT DIVISION
(SPECIAL ORIGINAL JURISDICTION)

WRIT PETITION NO. 14374 OF 2019.

In the matter of:

An application under Article 102 of the
Constitution of the People's Republic of
Bangladesh.

-And-

In the matter of:

Mohammad Mozaharull Islam Chowdhury
and others

..... Petitioners.

-Versus-

The Government of Bangladesh and others.

..... Respondents.

Mrs. Tasmia Prodhan, Advocate

. . . For the petitioners.

Mr. Md. Ashraful Alam, Advocate

. For the respondent No.1.

Present:

Mr. Justice Md. Khairul Alam

&

Mr. Justice Aziz Ahmed Bhuiyan

Heard and Judgment on: 03.11.2025.

Md. Khairul Alam, J

On an application under Article 102 of the Constitution of the People's
Republic of Bangladesh, a Rule Nisi was issued on 15.12.2019 the following
terms:

*“Let a Rule Nisi be issued calling upon the respondents to show
cause as to why the inaction of the respondents No.1-4 in taking
necessary actions against respondent No. 9 and 10 as per sections
34(4)(Gha) and 34(1) of Local Government (Union Parishad) Ain,
2009, should not be declared to be illegal, without lawful authority and*

is of no legal effect and/or pass such other or further order or orders as to this Court may seem fit and proper.”

The relevant facts leading to the issuance of the Rule, as stated in the writ petition, in brief, are that the petitioners are entrepreneurs of their respective Union Parishads. In order to ensure the delivery of e-services through Union Digital Centers (UDCs) across rural Bangladesh, the Government issued a Paripatra/Notification, pursuant to which the respective Chairmen of the petitioners' Union Parishads executed contracts with the petitioners. Subsequently, those contracts were discontinued. The petitioners approached the concerned authorities seeking reinstatement and execution of new contracts, but their efforts had no result. Finding no other efficacious remedy, the petitioners sent a notice demanding justice on 27.10.2019 through their learned Advocate, requesting the respondents to redress their grievances. As no action was taken, the petitioners moved this Division and obtained the instant Rule Nisi.

Mrs. Tasmia Prodhan, learned Advocate appearing for the petitioners, submits that under Circular No. 46.018.032.00.00.010.2011 (Part-1)/534 dated 30.01.2013, the concerned Union Parishad Chairmen are obliged to renew the contracts of the petitioners. By failing to do so, respondents Nos. 7 and 8 have acted in violation of the provisions of the said circular. She further submits that a direction should be issued to the respondents No. 7 and 8 to reinstate the petitioners as entrepreneurs of their respective Union Digital Centers in the interest of justice. The learned Advocate next contends that the inaction of respondents Nos. 1-4 in taking appropriate steps against respondents Nos. 7 and 8 under sections 34(4)(Gha) and 34(1) of the Local

Government (Union Parishad) Ain, 2009 are illegal, malafide, arbitrary, and without lawful authority. Lastly, she argues that the Government's policy created a legitimate expectation for the petitioners to be reinstated as entrepreneurs of their respective Union Digital Centers.

On the other hand, Mr. Md. Ashraful Alam, learned Advocate appearing for respondent No. 1, by filing an affidavit-in-opposition, submits that the contracts between the petitioners and the respective Union Parishads are simple commercial contracts, not statutory in nature. These contracts were not entered into by the Government in the exercise of any sovereign or statutory power. He further submits that, as the appointment process of new entrepreneurs has already been completed and the petitioners have not challenged those appointments, the instant writ petition is not maintainable in law. Accordingly, he prays that the Rule be discharged.

We have heard the learned Advocates for both sides and perused the writ petition, the affidavit-in-opposition, and the annexures appended thereto.

It appears from the record that the petitioners were appointed as entrepreneurs of their respective Union Digital Centers, and the Chairmen of their Union Parishads executed contracts with them. However, those contracts were not renewed, and new entrepreneurs were subsequently appointed in their place.

The principal question that arises for consideration is whether, under the facts and circumstances of the case, this writ petition is maintainable and whether the petitioners are entitled to the reliefs sought.

Upon examination of the materials on record, it appears that the contracts between the parties are purely commercial and not statutory in

nature. These were not executed under any statutory provision or in the exercise of any statutory power. Therefore, any alleged breach of such contracts cannot be remedied by invoking the writ jurisdiction under Article 102 of the Constitution. The appropriate forum for redress in such cases would be a civil court.

It further appears that in Writ Petition No. 12586 of 2012, filed on a similar issue, this Division discharged the Rule Nisi, holding as follows:

“Since the contract was not entered into by the petitioners with the respondents in terms of any statutory provision or in the exercise of any statutory power, the petitioners cannot seek redress of their grievances by invoking writ jurisdiction. Their appropriate remedy lies before a civil court, if any.”

In view of the above facts, circumstances, and the decision referred to, we are of the considered opinion that the instant writ petition is not maintainable in law.

Accordingly, we find no merit in the Rule.

The Rule is, therefore, discharged.

Let a copy of this judgment and order be communicated to the respondents at once.

Aziz Ahmed Bhuiyan, J

I agree.