

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

Present:

Mr. Justice S M Kuddus Zaman

And

Mr. Justice Tamanna Rahman Khalidi

CIVIL REVISION NO.1182 OF 2026

In the matter of:

An application under Section 115(1) of the Code of Civil Procedure.

And

Country General Manager, National Bank of Pakistan,
Gulshan, Dhaka and another

... Petitioners

-Versus-

Md. Anowar Hossain

... Opposite party

Mr. Md. Anamul Hossain, Advocate

... For the petitioners.

Mr. Md. Anowar Hossain, Advocate

... For the opposite party.

Heard and Judgment on 14.06.2026.

S M Kuddus Zaman, J:

On an application under Section 115(1) of the Code of Civil Procedure, 1908 this Rule was issued calling upon the opposite party to show cause as to why the impugned order No.45 dated 27.08.2025 passed by the learned Joint District Judge, 2nd Court, Dhaka in Money Suit No.17 of 2025 arising out of Money Suit No.23 of 2019 rejecting the defendants-petitioners application under Order VII Rule 11(a)/(b) of the Code of Civil Procedure, 1908 on 11.07.2024 submitted before the learned Joint District Judge, 5th Court of Dhaka Money Suit No.23 of 2019, now pending in the Court of learned Joint District Judge, 2nd

Court, Dhaka should not be set aside and or such other or further or orders as to this Court may seem fit and proper.

Facts in short are that the opposite party as plaintiff instituted above Money Suit for recovery of compensation of Taka 100 crore from the defendant, a foreign financial institution, alleging that the plaintiff obtained over draft loan limit of Taka 2 crore and until 16.04.2013 obtained Taka 1,81,82,008/- and made repayment of Taka 79,70,000/-. Due to decline in the price of agricultural commodity the plaintiff requested the defendants on 24.06.2012 to extend above loan facility for another one year but the defendant did not respond to above request and compelled the plaintiff to sell out hypothecated goods at a lower price and in breach of the BRPD Circular Nos.5 and 7 of 2006 and 2012 declared above loan of the plaintiff as bad and loss and blocked CIB of the plaintiff and thereby fully closed the business of the plaintiff causing loss of Taka 100 crore.

Defendant Nos.1 and 2 contested above suit by filing a joint written statement denying all material claims and allegation as set out in the plaint. In above suit above defendant filed a petition under Order 7 Rule 11 (a)(d) of the Code of Civil Procedure, 1908 for rejection of the plaint. The learned Joint District Judge on consideration of submissions of the learned Advocates for the respective parties and materials on record rejected above petition vide impugned order dated 27.08.2025.

Being aggrieved by and dissatisfied with above judgment and order of the trial Court above defendants as petitioners moved to this

Court with this Civil Revisional application under Section 115(1) of the Code of Civil Procedure, 1908 and obtained this Rule.

Mr. Md. Anamul Hoque, learned Advocate for the petitioners submits that above defendant as plaintiff filed Artha Rin Suit No.1571 of 2017 in the 3rd Court of Artha Rin Adalat, Dhaka for recovery of outstanding loan of Taka 4,84,45,032.68. The plaintiff obtained above loan of Taka 1,81,82,008/- on 14.06.2010 but failed to repay above loan in accordance with the terms of the loan sanction letter and above loan became a bad and loss loan. In above suit the plaintiff has infact challenged the proceedings of the Artha Rin Suit of the defendant and obstructed above legal proceedings for recovery of loan of the defendants. As such above suit was hit by Section 20 of the Artha Rin Adalat Ain, 2003 and above plaint is liable to be rejected. But the learned Joint District Judge utterly failed to appreciate above facts and circumstances of the case and evidence on record properly and most illegally rejected above petition of the defendants for rejection of above plaint which is not tenable in law.

On the other hand Mr. Md. Anowar Hossain, learned Advocate for opposite party submits that defendants deliberately violated Circular Nos.5 and 7 of Banking Regulation and Policy Department of the Bangladesh Bank and most illegally declared above loan of the plaintiff as bad and loss and thereafter imposed further interest on above loan and added above interest with the principle loan money. The classification of above loan as bad and loss was contrary to the

relevant rules and regulations of the Bangladesh Bank. The defendants did not respond to the request of the plaintiff to extend above loan facility for another one year. The value of agricultural commodity in the international market declined and the defendants compelled the plaintiff to sale out hypothecated goods at a lower price and blocked CIB status and stopped granting new loan to the plaintiff causing a loss of Taka 100 crore. The plaintiff has lawfully filed above suit for compensation and the learned Joint District Judge on correct appreciation of facts and laws rightly rejected above petition under Order 7 Rule 11 of the Code of Civil Procedure, 1908 which calls for no interference.

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

It is admitted that the opposite party obtained over draft loan facility for Taka 2 crore from the petitioner and until 16.04.2013 received Taka 1,81,82,008/-. It is admitted that the plaintiff classified above loan as bad and loss and filed Artha Rin Suit No.1571 of 2017 in the 3rd of Artha Rin Adalat, Dhaka for recovery of outstanding loan of Taka 4,84,45,032.68 as on 31.10.2017.

We have examined the plaint of Money Suit No.23 of 2019 but there is no averment in the same against above proceedings of the Artha Rin suit or any order or judgment passed in above Artha Rin suit. Section 20 of the Artha Rin Adalat Ain, 2003 provides as follows:

"২০। এই আইনের বিধান ব্যতিরেকে, কোন আদালত বা কর্তৃপক্ষের নিকট অর্থ ঋণ আদালতে বিচারাধীন কোন কার্যধারা বা উহার কোন আদেশ, রায় বা ডিক্রীর বিষয়ে কোন প্রশ্ন উত্থাপন করা যাইবে না, এবং এই আইনের বিধানকে উপেক্ষা করিয়া কোন আদালত বা কর্তৃপক্ষের নিকট আবেদন করিয়া কোন প্রতিকার দাবী বা প্রার্থনা করা হইলে, ঐরূপ আবেদন কোন আদালত বা কর্তৃপক্ষ গ্রাহ্য করিবে না।"

Above provision of the Artha Rin Adalat prohibits the Court from entering any suit or case calling into question the proceedings of any Artha Rin Suit or any judgment or order passed in such a suit. Section 18(2)(3) of the Artha Rin Adalat Ain, 2003 provides as follows:

"১৮। (২) কোন ঋণগ্রহীতা, কোন আর্থিক প্রতিষ্ঠানের বিরুদ্ধে, এই আইনের অধীন আদালতে, সংশ্লিষ্ট ঋণ হইতে উদ্ভূত কোন বিষয়ে, কোন প্রতিকার দাবী করিয়া মামলা দায়ের করিতে পারিবে না, এবং ঋণগ্রহীতা-বিবাদী, বাদী-আর্থিক প্রতিষ্ঠান কর্তৃক দায়েরকৃত মামলায় লিখিত জবাব দাখিল করিয়া, উক্ত লিখিত জবাবে প্রতিগণন (Set-off) বা পাল্টাদাবী (counter claim) অন্তর্ভুক্ত করিতে পারিবে না।

(৩) ঋণগ্রহীতা-বিবাদী সংশ্লিষ্ট ঋণ হইতে উদ্ভূত বিষয়ে বাদী হইয়া কোন মামলা অন্য কোন আদালতে দায়ের করিয়া থাকিলে, উক্ত মামলা এই আইনের অধীনে প্রতিষ্ঠিত আদালতে দায়েরকৃত মামলার সহিত একত্রে শুনানীযোগ্য (Analogous hearing) হইবে না, অথবা এই আইনের অধীনে প্রতিষ্ঠিত আদালতে বিচারাধীন মামলাটি উপরি-উল্লিখিত অন্য আদালতে বিচারাধীন মামলার সহিত উক্ত অন্য আদালতেও একত্রে শুনানীযোগ্য হইবে না; এবং অনুরূপ কোন কারণে এই আইনের অধীন দায়েরকৃত মামলা স্থগিত করা যাইবে না।"

It is clear that Section 20 of the Artha Rin Adalat Ain, 2003 prohibits any Court from entertaining any suit calling into question the proceedings of any Artha Rin Suit or any order or judgment passed in such a suit by the Artha Rin Adalat under the Artha Rin Adalat Ain,

2003. In above Money Suit the plaintiff has claimed damage or compensation alleging that by deliberate violation of relevant circular of the Bangladesh Bank the defendant classified his loan as bad and loss loan and refused extension, imposed unlawful interest and blocked his CIB status causing a loss of Taka 100 crore. The opposite party did not challenge the proceedings of the Artha Rin Adalat or any judgment and order passed in above suit.

Section 18(2) of above Ain clearly prohibits a defendant of the Artha Rin Suit to seek set off or make a counter claim against the plaintiff in a Artha Rin Suit under the Artha Rin Adalat Ain, 2003. Above provision shows that the defendant of Artha Rin Suit does not have any scope to realize any claim or relief even lawful under the above Ain. Section 18(3) provides that such a defendant be at liberty to file an independent suit for realization of his lawful claims or demands against the plaintiff of the Rin Suit. But such a suit shall not be tried analogously or side by side in the Artha Rin Adalat established under the Artha Rin Adalat Ain, 2003. On consideration of above facts and circumstances of the case and the provisions of the Artha Rin Adalat Ain, 2003 we hold that the defendant of Artha Rin Suit has right to file an independent suit for damage or compensation in a Civil Court without challenging the legality of the proceedings of the Artha Rin Adalat Suit or any order or judgment passed by the Artha Rin Adalat.

In above view of the facts and circumstances of the case and materials on record we are unable to find any irregularity or illegality in

the impugned judgment and order passed by the learned Joint District Judge nor we find any substance in this Civil Revisional application under Section 115(1) of the Code of Civil Procedure, 1908 and the Rule issued in this connection is liable to be discharged.

In the result, the Rule is hereby discharged.

The order of stay granted at the time of issuance of the Rule is hereby vacated.

However, there will be no order as to cost.

Let a copy of this order be sent to the learned Joint District Judge, 2nd Court, Dhaka.

Tamanna Rahman Khalidi, J:

I agree.

MD. MASUDUR RAHMAN
BENCH OFFICER