

In the Supreme Court of Bangladesh
High Court Division
(Criminal Revisional Jurisdiction)

PRESENT:

MR. JUSTICE ABU TAHER MD. SAIFUR RAHMAN

CRIMINAL REVISION NO. 6547 OF 2024

Md. Mokhlechur Rahman..... Convict-petitioner

-Versus-

The State and anotherOpposite party

Mr. Sheikh Ali Ahmed Khokon, Advocate

.....For the convict-petitioner

Mr. Md. Mohitul Hasan (Bishal), Advocate

.....For the opposite party No. 2

Mr. Md. Anichur Rahman Khan, DAG with

Mrs. Tashrifa Sultana Jali, AAG and

Mr. Md. Emdadul Hoque, AAG

.....For the state

Heard on: 07.05.2026 and 11.05.2026

Judgment on: The 13th of May, 2026

ABU TAHER MD. SAIFUR RAHMAN, J.

This Rule was issued calling upon the opposite parties to show cause as to why the order No. 07 dated 25.11.2024 passed by the learned Joint Sessions Judge, 3rd Court, Narayanganj in Sessions Case No. 374 of 2024, arising out of C.R. Case No. 1256 of 2023 rejecting the bail application of the convict-petitioner, who had been convicted under section 138 of the Negotiable Instruments Act, 1881 and sentenced to suffer imprisonment for 1 (one) year and to pay a fine of Tk.

12,00,000/-, should not be set aside and/or such other or further order passed as to this Court may seem fit and proper.

At the time of issuance of the Rule, the convict-petitioner was granted ad-interim bail for 02 (two) months subject to depositing 50% of the cheque amount in the concerned bank account after his release and further subject to preferring an appeal against the judgment and order of conviction and sentence dated 07.07.2024 within 60 (sixty) days.

For disposal of the Rule, the relevant facts, in brief, are that the complainant, Managing Director of M/S. Firoz Filling Station, supplied fuel oil to the accused-petitioner on credit in the course of their business transactions. As of 12.10.2022, the accused became liable to pay **Tk. 48,00,000/-** to the complainant and, to secure repayment, executed a written undertaking and issued several post-dated cheques, including three cheques covering **Tk. 12,00,000/-**.

Subsequently, the accused paid part of the outstanding dues but failed to honour the three cheques in question. Upon presentation on 14.08.2023, the cheques were dishonored on 14.08.2023 due to insufficiency of funds. Thereafter, a statutory demand notice dated 29.08.2023 was duly served upon the accused, who failed to make payment within the prescribed period. Consequently, the complainant instituted the

case under section 138 of the Negotiable Instruments Act, 1881 against the accused petitioner.

Subsequently, the accused-petitioner appeared before the trial Court and was enlarged on bail. Thereafter, he absconded and remained absent during the trial. Upon conclusion of the trial, the learned Court, by judgment and order dated 07.07.2024, convicted and sentenced him. He was later arrested on 11.11.2024, and his prayer for bail was rejected by the impugned order dated 25.11.2024. Being aggrieved thereby, the convict-petitioner preferred the instant Criminal Revision before this Court and obtained Rule along with ad-interim bail for a limited period.

Mr. Sheikh Ali Ahmed Khokon, the learned Advocate for the petitioner, candidly submits that although this Court granted bail subject to filing an appeal and depositing 50% of the cheque amount, the petitioner could not comply with the conditions due to financial hardship and has not preferred any appeal against the conviction.

Mr. Md. Mohitul Hasan (Bishal), the learned Advocate for the complainant-opposite party No. 2, contends that the instant revision is misconceived and not maintainable, since the petitioner has sought to invoke the revisional jurisdiction of this Court against the order refusing bail without challenging the

judgment and order of conviction by way of the statutory appeal. He further contends that the petitioner has violated the conditions attached to the ad-interim bail granted by this Court.

Mr. Md. Anichur Rahman Khan, the learned Deputy Attorney General, adopts the submissions advanced on behalf - opposite party No. 2.

Heard the learned Advocates for the parties and perused the materials on record.

In order to appreciate the contention advanced by the learned Advocate for the complainant-opposite party No. 2, the pivotal question that falls for determination is whether the instant Criminal Revision, directed solely against the order rejecting bail, is maintainable in law when the judgment and order of conviction and sentence remain unchallenged.

It appears that the petitioner was convicted under section 138 of the Negotiable Instruments Act, 1881. Section 138A of the Act provides a specific appellate remedy against a judgment of conviction passed under section 138. Admittedly, the petitioner has not preferred any appeal against the judgment and order of conviction and sentence dated 07.07.2024. Nor has he challenged the conviction by invoking the inherent jurisdiction of this Court.

Therefore, the conviction and sentence remain valid, operative and executable in accordance with law. It is a settled principle that where a statute provides a specific appellate forum, the aggrieved person must avail such remedy and cannot circumvent the same by invoking revisional jurisdiction on a collateral issue. In the absence of any challenge to the conviction itself, a revision directed solely against an order refusing bail is not maintainable.

In the facts and circumstances of the case, I am of the view that the present revisional application is misconceived and not maintainable in law.

Accordingly, the Rule is discharged.

The order of ad-interim bail granted earlier by this Court stands recalled and cancelled.

The convict-petitioner is directed to surrender before the concerned Court below within **30 (thirty)** days from the date of receipt of a copy of this judgment and order, failing which the Court below shall take necessary steps for execution of the sentence in accordance with law.

Let a copy of this judgment and order be communicated to the Court below at once for information and necessary action.

