

District-Bagerhat.

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

Present:

Mr. Justice Md. Toufiq Inam

Civil Revision No. 1672 of 2021.

Kazi Abdul Mannan.

----- Defendant-Appellant-Petitioner.

-Versus-

Chayan Begum and others

----- Plaintiffs-Respondents-Opposite Parties.

Mr. Shaikh Mohammad Zakir Hossain, Senior Advocate with
Mr. Aminuzzaman Sohag, Advocate

----- For the Defendant-Appellant-Petitioner.

Mr. Kazi Shoayeb Hasan, Advocate

----- For the Plaintiffs-Respondents-Opposite Party Nos. 1-3.

Heard On: 02.07.2025 and 08.07.2025.

And

Judgment Delivered On: 13th Day of July 2025

Md. Toufiq Inam, J.

This Rule was issued calling upon the opposite parties to show cause as to why the judgment and order dated 28.06.2021 passed by the learned District Judge, Bagerhat in Family Appeal No. 46 of 2018, affirming Order No. 123 dated 03.09.2018 passed by the learned Assistant Judge and Family Court, Sadar, Bagerhat in Family Execution Case No. 14 of 2011, should not be set aside, or why such other order or orders should not be passed as may seem fit and proper to this Court.

The relevant facts, as narrated in the revisional application, in brief, are that the opposite parties, as plaintiffs, instituted Family Suit No. 18 of 2006 before the Family Court, Bagerhat, seeking a decree for

unpaid dower amounting to Tk. 50,001 and arrear maintenance of Tk. 72,000, along with continuing monthly maintenance for plaintiff Nos. 1 to 3 at the rate of Tk. 8,000. Plaintiff No. 1, Chyna Begum, is the former wife of the defendant-petitioner, and plaintiff Nos. 2 and 3 are their minor daughter and son, respectively.

Upon contest, the learned Family Court partly decreed the suit by judgment dated 29.07.2008. The Court held that plaintiff No. 1 was entitled to unpaid dower of Tk. 15,001 and maintenance of Tk. 3,000 for the iddat period. Plaintiff Nos. 2 and 3 were held entitled to monthly maintenance of Tk. 1,000 each from 20.03.2006 until the daughter's marriage and the son's attainment of majority, along with compound interest at the rate of 25% per annum. The said judgment and decree were affirmed in appeal in Family Appeal No. 26 of 2008 by the learned Joint District Judge, Bagerhat, on 26.08.2010.

Thereafter, the decree-holders initiated Family Execution Case No. 14 of 2011, claiming a total sum of Tk. 1,76,433 as of 30.06.2011, including accrued compound interest. During pendency of execution, by order dated 10.04.2014, the executing Court directed the judgment-debtor to pay an additional amount of Tk. 1,65,942, representing outstanding dues after adjusting previously paid sums. Furthermore, by order dated 18.09.2014, the Court enhanced the monthly maintenance to Tk. 4,000 from October 2014 onward, pursuant to applications filed by both parties. The Court also recorded the statement of the judgment-debtor that the children had attained majority and that he was willing to take them into his custody for direct maintenance, but this prayer remained undisposed of.

Subsequently, on 30.08.2018, the petitioner filed an application once again submitting the birth certificates of the children, showing that the daughter was born on 18.05.1994 (then aged 24 years) and the son on

01.01.2000 (then aged 18 years), reiterating his prayer to be exempted from paying further maintenance. On 03.09.2018, the executing Court, after hearing both sides, accepted the date of birth of the son (plaintiff No. 3) as 21.11.2000, based on the Junior School Certificate (JSC) and birth registration documents submitted by the decree-holders. Accordingly, it held that plaintiff No. 3 was entitled to maintenance until 21.11.2018. The Court further directed the petitioner to pay outstanding maintenance dues amounting to Tk. 6,54,651.

Aggrieved thereby, the petitioner preferred Family Appeal No. 46 of 2018, which was dismissed on 28.06.2021 by the learned District Judge, Bagerhat, affirming the order of the executing Court. Hence, this revisional application.

Mr. Shaikh Mohammad Zakir Hossain, learned Senior Advocate, appearing with Mr. Aminuzzaman Sohag, learned Advocate, submits on behalf of the petitioner that the executing Court acted without lawful authority in allowing maintenance after the children had attained majority and imposed an excessive financial burden by applying compound interest, despite the petitioner's regular payment of principal maintenance. He further submits that once the petitioner expressed willingness to take custody and directly maintain the children, the Court ought to have allowed that prayer and modified the execution accordingly.

In response, Mr. Kazi Shoayeb Hasan, learned Advocate for the opposite parties, supports the impugned orders and submits that the petitioner failed to comply with the terms of the decree and cannot now seek exemption from its execution. He argues that the date of majority was appropriately determined by the executing Court on the

basis of credible documentary evidence and that the maintenance claim up to 21.11.2018 was fully justified in law.

Upon hearing the parties and perusing the materials on record, it appears that the trial Court's decree clearly directed payment of maintenance for the children until the daughter's marriage and the son's attainment of majority. It also imposed compound interest at the rate of 25% per annum, which remained unaltered in appeal and thereby attained finality.

In execution, the core dispute centered on the son's actual date of majority. While the petitioner relied on a birth certificate showing 01.01.2000, the decree-holders submitted an alternative certificate and a JSC certificate indicating 21.11.2000. The executing Court carefully evaluated both sets of documents and rightly accepted the JSC certificate as more credible. This Court finds no reason to interfere with such appreciation of factual evidence in revision.

The petitioner's application dated 18.09.2014, seeking custody of the children, remained pending, but there is no indication that he took any meaningful steps to pursue or press that prayer to a logical conclusion. In any case, a decree imposing a matrimonial or family obligation cannot be nullified merely by a subsequent offer to resume custody, especially when the minor children were being maintained continuously by their mother. A decree, once final, binds the judgment-debtor and cannot be defeated by unilateral offers.

Regarding the plea against compound interest, it was part of the original decree and stood affirmed in appeal. At this stage, neither the executing Court nor this revisional Court can reopen the issue in the absence of any challenge to the legality of the original decree itself.

In view of the above, this Court finds no illegality, jurisdictional error, or material irregularity in the judgment and order passed by the learned District Judge affirming the executing Court's order.

Accordingly, **the Rule is discharged** without any order as to costs.

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

Let the lower court records be sent down along with a copy of this judgment forthwith.

(Justice Md. Toufiq Inam)

Ashraf /ABO.