

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

Present:

Mr. Justice S M Kuddus Zaman

CIVIL REVISION NO.1591 of 2022.

In the matter of:

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

And

Md. Shahidur Rahman

...Petitioner

-Versus-

Most. Ranjina Akhter and another

...opposite parties

No one appears

...For the petitioner

Mr. Shahina Tazrin, Advocate

...For the opposite party No.1

Heard & Judgment on: 06.11.2024.

This Rule was issued calling upon the opposite parties to show cause as to why the impugned Judgment and Decree dated 07.02.2022 (Decree signed on 13.02.2022) passed by the learned Senior District Judge, Nilphamari in Family Appeal No.33 of 2021 dismissing the appeal and thereby affirming the Judgment and decree dated 25.03.2021 (Decree signed on 31.03.2021) passed by the learned Judge of Family Court, Jaldhaka, Nilphamari in Family Suit No.32 of 2019 decreeing the suit in part should not be set aside and/or pass such other or further order or orders as to this Court may seem fit and proper.

Facts in short are that the opposite parties as plaintiffs instituted above suit for recovery of dower

and maintenance for plaintiff No.1 and maintenance for plaintiff No.2 alleging that the defendant married plaintiff No.1 on 06.11.2016 by a registered Kabinnama for dower of tk.10,90,501/-. Plaintiff No.2 was born in above wedlock in 2017 above marriage of plaintiff No.1 with the defendant has been dissolved by talak. Defendant has refused to pay above dower and maintenance.

Defendant No.1 contested the suit by filing a written statement alleging that after solemnization of the marriage the defendant gave gold ornaments to plaintiff No.1 on 25.01.2017 of Tk.4,19,561/- and above money needs to be deducted from the dower of plaintiff No.1.

At trial plaintiff and defendant examined 1 witness each the document produced and prove to the plaintiffs were marked as Exhibit No.1. But the defendant did not produce and prove any document.

On consideration of above facts and circumstances of the case and evidence on record the learned judge of the Family Court decreed the suit for Tk.10,55,500/- including Tk.10,000,00/- for dower and maintenance for plaintiff No.1 for iddot period at the rate of Tk.3000/- per month amounting to Tk.6000/- and plaintiff No.2 was granted maintenance at the rate of tk.1500/- per month from the date of filing of the suit on 18.06.2019 amounting to Tk.49,500/-

Being aggrieved by above judgment and decree of the family court defendant preferred family appeal No.33 of 2021 to the District Judge, Nilphamari who dismissed the appeal and the affirmed the judgment and decree of the Family Court.

Being aggrieved by above judgment and decree of the court of appeal below above appellant as petitioner moved to this court and obtained this rule.

No one appears on behalf of the petitioner at the time of hearing of this revision although this matter appeared in the list for hearing on several dates.

Mr. Shahina Tazrin learned Advocate for the opposite parties submits that admittedly defendant married plaintiff No.1 on 16.11.2016 by a registered Kabinnama for dowry of Tk.10,90,501/- and Tk.90501/- was paid. The claim of the defendant that he gave gold ornaments of Tk.4,19,531/- during above marriage of the plaintiff No.1 was not proved by legal evidence.

On consideration of above materials on record the learned judge of the family court rightly decreed the suit for unpaid dower of Tk.10,00,000/- and maintenance for plaintiff No.1 at the rate of Tk.3000/- during her iddat period and Tk.1500/- per month for plaintiff No.2 which was rightly affirmed by the learned Judge of the court of appeal below which calls for no interference.

I have considered the submissions of the learned advocate for the opposite parties and carefully examined all materials on record.

It is admitted that the defendant married plaintiff No.1 on 06.11.2016 by a registered Kabinnama stipulating an amount of Tk.10,90,501/- as dower and Tk.90,501/- was paid.

While giving evidence as P.W.1 the plaintiff has produced and proved above registered Kabinnama which was marked as Exhibit No.1 which shows that the dower of plaintiff No.1 was fixed at Tk.10,90,501/- and Tk.90,501/- was paid. It is well settled that after solemnization of marriage a husband may give valuable articles and properties to his wife out of love and good behavior and service of the wife but that shall not be considered as payment of the dower money in the absence of a written agreement with the wife. Undisputedly plaintiff did not enter into any contract with the defendant admitting that the gold ornaments of Tk.4,19,531/- allegedly gifted by defendant No.1 on 25.01.2017 shall be accepted as a part payment of her unpaid dower.

As such the learned Judges of the courts below has rightly held that the plaintiff is entitled to get Tk.10,000,00/- for her unpaid dower.

As far as the maintenance of the plaintiff No.1 is concerned she was granted only Tk.3000/- per month and that was only for her iddot period and plaintiff No.2 was granted maintenance at the rate of Tk.1500/- from the date of institution of this suit.

On consideration of above facts and circumstances of the case and the evidence on record I am unable to find any infirmity or illegality in the impugned judgment and decree passed by the learned District Judge and this petition under section 115(1) of the Code of Civil Procedure is devoid of any substance and the rule issued in this connection is liable to be discharged.

In the result, the rule is discharged.

Let the lower courts' records along with a copy of this judgment be transmitted down at once.