

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

**Writ Petition No. 3635 of 2023.**

In the matter of:

An application under article 102 (2) of the  
Constitution of the People's Republic of  
Bangladesh.

-And-

**In the matter of:**

Monir Hossain H Bhuiyan

..... Petitioner

-Versus-

Bangladesh Bank represented by its  
Governor and others.

..... Respondents

Mr. Md. Akramul Islam, Advocate

..... For the petitioner.

Mr. Muntasir Mahmud Rahman, Advocate

..For the respondents No.2-3.

Present:

Mr. Justice J. B. M. Hassan

and

Mr. Justice Razik Al Jalil

Heard on 08.11.2023 and Judgment  
on 12.11.2023.

***J. B. M. Hassan, J.***

The Rule Nisi was issued in the following terms:

“Let a Rule Nisi be issued calling upon the respondent No.1,  
Bangladesh Bank to show cause as to why a direction should  
not be given to exercise its jurisdiction as contemplated under  
sections 45 and 49(1)(Cha) of the Bank Companies Act, 1991  
to dispose of the petitioner's application dated 14.03.2023  
(Annexure-D) in connection with the loan liabilities of the  
petitioner and/or pass such other or further order or orders as to  
this Court may seem fit and proper.”

The petitioner enjoyed the credit facilities from the respondent No. 2,  
financial Institution (IDLC). But, ultimately he defaulted to repay the

liability due to which the lender financial institution (IDLC) published auction notice under section 12 (3) of the Artha Rin Adalat Ain, 2003 (the Act, 2003). In the circumstances, the petitioner filed this writ petition and obtained the present Rule Nisi.

At the very out set, Mr. Muntasir Mahmud Rahman, learned Advocate appearing for the respondents No.2-3 submits that the petitioner did not comply with the Court's order passed at the time of issuance of Rule Nisi and so the Rule Nisi is liable to be discharged.

We have gone through the writ petition, affidavit in opposition and other materials on record.

It appears that at the time of issuance of the Rule on 16.03.2023 this Court passed an interim order directing the petitioner to adjust the liability in the following manner:

“Pending hearing of the Rule, let all further operations of the auction process, scheduled to be held on 21.03.2023, according to auction notice dated 24.02.2023 published by respondent No. 3 in the “Daily Sangbad” (Annexure-B) be stayed for 03(three) months from date subject to pay the amount of Tk. 20,00,000/- (Taka Twenty lac) within the period of 90(ninety) days from the date and thereafter to pay a further amount of Tk. 24,00,000/-(Taka Twenty four lac) within the period of 12 (twelve) months in 12 (twelve) equal installments, failing which the Rule will be discharged with the cost of Tk. 50,000/-(fifty thousand).”

But record shows that the petitioner did not comply with the said order. In the circumstances, the Rule is liable to be discharged with cost as per order dated 16.03.2023.

**In the result, the Rule is discharged with cost of Tk. 50,000/- (fifty thousand) as per order dated 16.03.2023.**

Communicate a copy of this judgment and order to the respondents at once.

**Razik Al Jalil, J**

I agree.