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

Present:
Mr. Justice Sikder Mahmudur Razi

IN THE MATTER OF:
Company Matter No. 167 of 2024

Md. Shah Jahan
...Petitioner.
-Versus-
The Registrar, Joint Stock Companies and Firms and others
…Respondents.
Mr. M. Belayet Hossain, Sr. Adv. with
Mr. Azizul Bashar, Advocate
....For the Petitioner.
Mr. A.K.M. Badruddoza, Sr. Adv. with
Mr. Mohammad Solaiman, Adv.
…For the respondent No. 17.

Heard on: 26.07.2026 and 01.09.2026
And
Judgment on: The 3rd September, 2026

1. This application has been filed under section 81(2) read with section 85(3) of the Companies Act, 1994 and Rule 8 of the Companies Rules, 2009 seeking, in substance, condonation of delay and necessary directions for holding the overdue Annual General Meetings of F.G. Development Limited (hereinafter referred to as "the Company"). The petitioner originally prayed for holding the Annual General Meetings for the years 2019 to 2023 and, by a supplementary affidavit, also sought to include the AGM for the year 2024 and 2025. During pendency of the matter, the petitioner filed a further substantive application seeking a direction upon the Registrar of Joint Stock Companies and Firms to cancel the records of the Extraordinary General Meetings stated to have been held on 09.12.2020 and 12.12.2020.

2. The case of the petitioner as stated in the substantive petition, in brief, is that he is a shareholder and the Managing Director of the Company, which was incorporated on 10.03.2008 as a private company limited by shares. Its financial year ends on 31 December. According to him, the last AGM was held on 31.12.2018 and the Company thereafter failed to hold the AGMs for the years 2019 to 2023 owing, amongst others, to the Covid-19 pandemic, financial constraints and non-preparation of the audited accounts. He asserts that the Company and its shareholders are now prepared to hold the overdue meetings and that condonation of delay, together with directions to the RJSC to accept the consequential statutory returns, is necessary to regularise the Company and avoid prejudice to its members. By a supplementary affidavit, he also sought to include the AGM for the year 2024 and 2025.

3. Upon presentation of the application, this Court by order dated 25.02.2024 issued notice upon the respondents and directed publication of notice in two national dailies. Compliance was filed accordingly. Subsequently, by order dated 16.08.2026, the Company itself was added as respondent No.27.

4. Respondent No.17 contested the application by filing affidavit-in-opposition and subsequent affidavits. His case, in brief, is that the petitioner resigned from the offices of Director and Managing Director on 08.12.2020; that the resignation was accepted at an EGM held on 12.12.2020; and that respondent No.17 was thereafter appointed as Managing Director and the relevant Form-XII was filed. He further asserts that the AGM for the year 2019 had already been held on 30.12.2019, with the participation and signatures of 19 shareholders, including five directors and the petitioner, and that the relevant Schedule-X was submitted to the RJSC but the petitioner did not call into question the same. On those premises, he disputes the petitioner's authority to institute the matter as Managing Director and opposes any direction for holding the AGM for 2019 afresh, though he does not oppose regularisation of the subsequent overdue AGMs.

5. By filing a supplementary affidavit, an affidavit in reply and in the subsequent substantive application, the petitioner denies having validly resigned and challenges the genuineness of the resignation, the resolutions and the statutory documents relied upon by respondent No.17. He alleges that the EGM dated 09.12.2020 and 12.12.2020 was held without proper notice and without inclusion of the relevant agenda, in violation of Article 29 of the Articles of Association and section 87(2) of the Companies Act, 1994. He further alleges that certain documents submitted before the RJSC were forged and that a notarised affidavit dated 09.01.2024 was executed by an imposter. He states that, upon discovering the alleged forgery, he instituted C.R. Case No.514 of 2024 under sections 467, 468, 471 and 34 of the Penal Code before the learned Chief Metropolitan Magistrate, Chattogram; that the CID, upon investigation, submitted a report dated 06.08.2025 finding prima facie substance in the allegation; and that cognizance was taken on 10.08.2025. On those premises, he seeks cancellation of the records of the EGMs dated 09.12.2020 and 12.12.2020.

6. In counter-reply, respondent No.17 denies the allegations of forgery and maintains that the petitioner ceased to be the Managing Director pursuant to the resignation and the EGM of 12.12.2020. According to him, that EGM was attended by 16 out of 25 shareholders, and the special resolution approved the resignation, reconstituted the management and amended Articles 41, 54 and 57 of the Articles of Association. It has been further stated that respondent no. 17 as complainant filed C.R. Case No. 927 of 2024 (kotwali) dated 28.04.2024 under section 406/420 of the Penal Code, 1860 against the petitioner for unauthorized sale of apartment of the company and misappropriation of the sale proceeds and the matter was investigated by PBI, Chattogram and the PBI submitted its report on 23.10.2024 finding prima facie truth in the allegation.

7. The learned Advocates for the respective parties advanced their arguments in line with the statements made in their respective affidavits.

8. I have heard the learned Advocates for the respective parties and considered the application, supplementary affidavit, affidavit-in-opposition, affidavit- in- replies and materials placed before the Court. At the hearing, notwithstanding the disputes narrated above as to the AGM of 2019, status of the petitioner as Managing Director and validity of the 2 (two) EGMs, both sides agreed on one material aspect: the Company should not be allowed to remain in continuing statutory default and the overdue AGMs from the year 2020 onwards should now be held. Having regard to the disputes between the competing groups, the learned Advocates also invited the Court to appoint an independent Chairman for calling, holding and conducting those AGMs.

9. Before entering into the controversy relating to the AGM for the year 2019, it is necessary to address the petitioner's status as Managing Director. The respondents rely upon the alleged resignation letter written in Bangla (Annexure-1 to the affidavit-in-opposition), the resolution (Annexure- 2 to the affidavit-in-opposition) and Form-XII (Annexure-A-1 to the affidavit-in-opposition), whereas the petitioner disputes the genuineness of those materials and alleges forgery. However, on going through the complaint filed by the petitioner (Annexure- I to the supplementary affidavit filed by the petitioner) it appears that he did not raise any question about the resignation letter dated 08.12.2020. Further, the CID in its investigation report referred a resignation letter written in English (Running page

54 of the supplementary affidavit 01.09.2025). Subsequently CID submitted its report accusing 04 (four persons). Therefore, the CID investigation report and the order taking cognizance of the matter demonstrate that the petitioner's allegation has entered the process of criminal adjudication; they do not, by themselves, constitute a final judicial determination that the disputed documents are forged. Conversely, upon investigating a complaint lodged by respondent No. 17, the PBI also submitted a report against the petitioner. The pendency of these criminal proceedings neither requires nor permits this Court, in the present statutory proceeding, to determine the genuineness of the alleged resignation or finally adjudicate the rival claims to the office of Managing Director.

10. There is a further reason why such determination is unnecessary. Whatever may ultimately be the consequence of the pending criminal proceeding, the tenure under which the petitioner claims to have held the office of Managing Director has, on the materials placed before this Court, already expired. More importantly, the present jurisdiction has been invoked principally for curing the default in holding general meetings and for issuing necessary directions for calling, holding and conducting those meetings. It is, therefore, neither necessary nor appropriate to convert this proceeding into a trial concerning the disputed claim to the office of Managing Director.

11. The petitioner is admittedly a shareholder of the Company. Section 81(2) expressly enables a member of a defaulting company to approach the Court. His status as a shareholder is, therefore, sufficient to maintain the present application. Accordingly, the objection to maintainability founded upon his alleged resignation from the office of Managing Director does not survive for determination in this proceeding. It is, however, made clear that nothing stated or observed in this judgment shall prejudice the pending criminal proceedings, in which the genuineness or otherwise of the alleged resignation of the petitioner may fall for determination.

12. Turning now to the next issue, it appears that, in the latest substantive application, the petitioner sought cancellation of the EGMs allegedly held on 09.12.2020 and 12.12.2020. The said prayer must be considered in the light of the foregoing discussion and the materials available on record. Apart from the observations made above, it appears that neither the petitioner nor the contesting respondent has placed before this Court any copy of the alleged EGM dated 09.12.2020. However, upon going through the records of the RJSC, I have found a photocopy of a Board Resolution dated 09.12.2020. The business transacted at the said meeting included discussion regarding the resignation of Md. Shahjahan from the office of Managing Director and the consequential handing over and taking over of charge, the audit report and the next AGM. The record further shows that Din Islam, Md. Shahjahan, Md. Abdul Gafur, Intekhabul Alam Khokon and Kaisar Uddin Chowdhury were present at the said meeting. Thus, the material available in the RJSC record prima facie indicates a Board Meeting held on 09.12.2020 rather than an EGM as alleged by the petitioner.

As regards the EGM dated 12.12.2020, the petitioner alleges that the same was convened without notice or agenda. However, upon examination of the RJSC record, I have found a copy of a notice dated 17.11.2020 whereby an EGM was convened for 12.12.2020. Form VIII available on record of RJSC also reflects about the notice dated 17.11.2020. Thus, the allegation that the EGM dated 12.12.2020 was convened without any notice is not supported by the materials presently available on record.

13. Furthermore, respondent No. 17 denies the allegations made in the application and relies upon the attendance of the shareholders at the meeting and the subsequent statutory filings. Therefore, on the face of the materials presently available on record, the factual foundation upon which the petitioner seeks cancellation of the alleged EGMs dated 09.12.2020 and 12.12.2020 does not appear to be established. Any question concerning the genuineness or validity of the documents relied upon by the respective parties cannot satisfactorily be determined merely on affidavits in this proceeding under sections 81(2) and 85(3), which was instituted principally for curing the default in holding the statutory general meetings.

Although the existence of disputed questions of fact does not, by itself, exclude the jurisdiction of the Company Court, determination of such disputes is neither necessary nor appropriate for granting the relief sought in this proceeding under sections 81(2) and 85(3). The petitioner may, if so advised, pursue any substantive challenge to the disputed management and corporate records by invoking section 233 of the Companies Act, 1994 or by resorting to any other appropriately constituted proceeding before the competent forum.

14. In the light of the above discussion the relief prayed by the petitioner in the substantive application is hereby rejected.

15. I now turn to the AGM for the year 2019. The petitioner's original case was that no AGM had been held after 31.12.2018 and, accordingly, he sought condonation of delay for the year 2019 as well. During the proceeding respondent No.17 produced materials asserting that the AGM for 2019 had in fact been held on 30.12.2019 and that Schedule-X had been submitted to the RJSC. The petitioner thereafter questioned the validity of the documents surrounding that

AGM and contended that the meeting should not be recognised, although he did not specifically challenge the said AGM either in the prayer portion of the original application or by any subsequent substantive prayer. Before entering into the legal discussion on this point, it is pertinent to mention that, upon going through the records of the RJSC, I have found the relevant notice convening the AGM, the minutes of the AGM, Form IX (Consent of Director to Act), which also bears the signature of the petitioner, Form 23B, Schedule-X, the Auditor's Report and the Financial Statements relating to the said AGM.

16. The question which accordingly arises is whether the Company Court is competent to interfere with an AGM which has already been held and, if so, whether the present case warrants exercise of such power.

17. In *Tahmid Ahmed vs. Jalaluddin Jaffar Ali Hussain*, reported in 52 DLR (2000) 141: LEX/BDHC/0038/1999, this Court considered the width of the powers available under sections 81(2) and 85(3) of the Companies Act, 1994. It was held that the powers conferred by those provisions are not exclusive but supplementary to each other and that the Court, while directing a meeting to be called, may also issue such ancillary or consequential directions as may be expedient in relation to its calling, holding and conducting. It was further held:

> *"It is clear from the provision of sections 81(2) and 85(3) that the Court is not only competent to direct calling of annual general meetings of a company which could not have been held in the past for some faults of the company or due to some impracticability to call such meetings by condoning the delay, but can also issue such ancillary or consequential direction which it thinks expedient in relation to the calling, holding and conducting such meetings. It is needless to mention that if it is made to appear to this Court that the annual general meeting or meetings were not held in accordance with the directions made by this Court in its earlier*

order... this Court shall have competence to order for holding such meeting or meetings afresh." [para-13 of the judgment as reported in LEX/BDHC/0038/1999]

18. Thus, the proposition that the Company Court is wholly powerless once a meeting has physically taken place cannot be accepted. In an appropriate case, where the meeting itself is shown to be fundamentally defective or its constitution or conduct strikes at the statutory or corporate rights of the members, the Court may interfere with the meeting and the resolutions resulting therefrom. But that does not mean that every irregularity in an AGM warrants its cancellation. The existence of the power and the circumstances justifying its exercise are two different questions.

19. In this regard the decision of our Appellate Division in *Mirpur Ceramic Works Limited and others vs. Yousuf Ariff Tabani and others*, reported in 23 BLC (AD) (2018) 70: LEX/BDAD/0150/2016, assumes particular significance. In that case, the Hon'ble Appellate Division observed that, in exercising powers concerning the calling and holding of company meetings, the Court should not ordinarily interfere with the internal management of a company. Their Lordships further observed that such power should be exercised sparingly and with caution, otherwise the neutrality of the Court may become involved in the internal affairs and management of the company. This judgment further demonstrates the significance which the law attaches to a meeting once it has actually been held and corporate decisions have thereafter been acted upon. In that case, the shareholder concerned had participated in the AGM and the resolutions were approved. The Hon'ble Appellate Division found no justification for directing that meeting and the subsequent AGMs to be held afresh. Their Lordships emphasised that a company is a juristic person comprised of its members and governed through the machinery created by its Articles of Association and the decisions of its shareholders taken at formal meetings.

20. The principles which, in my view, emerge from those judgments are that although the Company Court retains jurisdiction in an appropriate case to invalidate an AGM or a resolution passed therein, cancellation of a completed AGM is an exceptional corporate remedy. Such power has to be exercised with utmost caution. An AGM is the statutory forum through which the shareholders exercise their collective corporate will. Once such will has been expressed, resolutions have been adopted and the company has proceeded on that basis, the Court should not lightly substitute its own intervention for the decision-making machinery of the company. Otherwise, instead of regulating corporate governance in accordance with law, frequent judicial cancellation of completed meetings may itself unsettle and ultimately upend corporate governance.

21. The following comparative authorities are useful in identifying the nature of defects which may cross that threshold.

21.1 In *Dewan Salman Fibre Limited vs. Dewan Petroleum (Pvt.) Limited*, reported in (2016) CLD 1049: LEX/HIPK/0009/2016, the Islamabad High Court considered a statutory jurisdiction specifically empowering the Court to declare a general meeting invalid. The Court identified two substantive grounds: a material defect or omission in the notice, or an irregularity in the proceedings having the effect of preventing members from effectively exercising their rights. In that case, ten defects and omissions in the notice or irregularity in the proceedings were alleged. The Court examined the defects and omissions in relation to the rights of the shareholders, namely, their rights to receive proper notice, attend, speak and vote, personally or through proxy. It was held by the court that-

It is, therefore, obvious that the petitioner has not been able to identify any defect or omission in the notice which may be treated as material and thus render the meeting held on 30-04-2015 as invalid. The petitioner has also not been able to demonstrate that even if there was any omission or defect in the notice, then either its rights were prejudiced by such omission or defect or it was prevented from effectively exercising its rights. The ten alleged defects and omissions discussed above in the context of section 160-A either do not exist or are definitely not material so as to render the general meeting as invalid.[para-11]

21.2 In *The Traco Enterprises Private Limited vs. Alexander Palathinkel and others*, AIR 1964 Kerala 273: MANU/KE/0088/1964, the meeting lacked the quorum expressly required by the Articles and the statute. The Court held that a general meeting at which fewer than the prescribed number of members were personally present was, in law, not a meeting at all. Lack of the very quorum necessary to constitute a corporate meeting, therefore, goes to its root.

21.3 In *Naveed Textile Mills Ltd. vs. Central Cotton Mills Limited*, reported in PLD 1997 Karachi 432: LEX/SKPK/0071/1996 the proceedings of the AGM and its adjourned meeting had been declared invalid upon findings which included absence of sufficient proof of individual notices, presiding over the meeting by a Chairman whose tenure expired and failure to issue notice of the adjourned meeting in accordance with the Articles.

21.4 In *Siddique Muhammad Malik and others vs. Immad Iftikhar Malik and others*, reported in 2000 CLC 477: LEX/LHPK/0995/1999, the Court entertained a challenge where the meeting itself was alleged to have been convened contrary to mandatory requirements and without proper notice to the persons whose positions in the management were directly affected. The Court approached the matter by asking whether there existed a material defect or omission in the notice or an irregularity in the proceedings sufficient to invalidate the meeting. Upon examining the materials on record the Court concluded that there was a material defect in issuance of notice, which has the resultant effect of preventing a member or members from participating in the proceedings of a meeting. The court ultimately declared the alleged meeting to be illegal.

21.5 In *Bal Krishna Maheswari v. Uma Shankar Mehrotra and another* MANU/UP/0152/1947: AIR 1947 All 361 it was argued that "default" as contemplated by section 76(2) occurs though a meeting has been called when it was not validly held and conducted. The Allahabad High Court while dealing with the question whether any party challenging, the jurisdiction of the Court to interfere in an application of this nature can argue that as a meeting had actually been called and held the basic condition on which the court can proceed to exercise its jurisdiction did not exist at all and their Lordships observed as follows:

> *Such an allegation must necessarily amount to assertion that the meeting alleged to have been held fulfills alt the requirements of law. No objector can be allowed to ask the Court to stay its hand merely with the allegation that a meeting has in fact been called and held, though it was not a valid meeting. When such an allegation is made, the issue which immediately arises for decision is: Has a valid meeting been in fact called and held? The Court must proceed to find not only whether a meeting of some sort has been held but that the said meeting fulfilled the requirements of law before it can refuse to exercise its jurisdiction. The Court may find that a meeting of a say nine persons was held, though the quorum required by the law was ten and the question is whether upon such a finding the Court must stay its hand and declare that it has no further jurisdiction in the matter. In our judgment, the answer is obviously in the negative. The Court*

cannot shut its eyes to the fact that the meeting actually held was not a meeting in the eye of law and if it takes that fact into account, it must proceed to hold that the calling of a meeting has become impracticable provided that the time limit fixed for the calling of such a meeting by the Companies Articles of Association has expired or the calling of the meeting within that time limit in the manner prescribed by the Articles of Association has become impossible.

21.6 Again, in *Satish Chandra Banik and others vs. Dacca Jute Mills Ltd. and others*, PLD 1968 Dacca 610: LEX/HEPK/0175/1967 one of the points for determination was whether the statutory Annual General Meeting of the Company as held on 20-12-1966 was a valid meeting. The case illustrates interference where the defect went to the authority by which the meeting was conducted. The dispute included the legal entitlement of the person occupying the chair and the allegation that resolutions were proclaimed without being properly placed and voted upon. Substantial question was raised as to the authority of the court to interfere in such a case. It was observed by his Lordship that -

...As I have observed earlier the jurisdiction has been conferred by the Legislature on the highest Court of the Province and there is nothing either in section 76(3) or section 79(3) which would suggest any limitation of the jurisdiction of the Court. Mr. Badaruddin had argued that the validity of a meeting or the impracticability of a valid meeting being held in accordance with the procedure prescribed in the Articles of Association were matters which should be decided by a Civil Court. It is true that the determination in such cases may involve the decision of complicated questions of fact and law. But that is no reason for holding that this Court exercising its jurisdiction under section 76(3) or under section 79(3) is less competent to try and decide such questions than the Civil Court to which Mr. Badaruddin Ahmed in the words of their Lordships of the Allahabad High Court "seems to attach a peculiar sanctity" [para-36]

His Lordship further observed that –

In my opinion the two subsections must be read in their own context. Section 76 provides for the first statutory meeting and the Annual General Meeting. Subsection 3 gives the court the power to enlarge the time for holding such a meeting and presupposes that a valid meeting can be called in accordance with the Articles of Association. Section 79 on the other hand provides the general procedure to be followed in case of all meetings including the Annual General Meeting. Section 76 is a special provision regarding the statutory meeting and Annual General Meeting whereas section 79 is the general provision. Where there had been a default in the holding of an Annual General Meeting primarily the powers under sections 76(3) of Companies Act, 1913 of the Court can be invoked. But in exercising the powers under section 76, subsection (3) the Court will also have the powers conferred on it by section 79, subsection (3). If due to inadvertence the Annual General Meeting of the Company could not be held within the period prescribed by the statute then the Court has power under section 76(3) to direct the calling of such an Annual General Meeting beyond the prescribed time provided that the meeting can otherwise be validly held but if a default has been made and it is impracticable in the circumstances to hold the meeting in accordance with the provisions of the Articles of Association the Court can exercise its powers under section 79(3) of the Act. In my opinion section 76, subsection (3) and section 79, subsection (3) of the Act are not exclusive but supplementary to each other. In all these circumstances I hold that the Annual General Meeting of the Dacca Jute Mills Limited purported to have been held on 20th December 1966 was not a valid meeting in the eye of law and as such there has been default in holding the meeting. In fact the Board having failed to elect a Chairman after the expiry of the financial year on 30th of June 1966, was functioning illegally thereafter. [para-40]

22. From these authorities certain broad principles may safely be deduced. An AGM or a resolution passed therein may call for judicial interference where, for example, the meeting was never lawfully constituted for want of the requisite quorum; persons entitled to notice and participation were deliberately excluded in a manner going to the constitution of the meeting; the meeting was presided over or conducted by a person lacking lawful authority where that defect affects its validity; mandatory requirements governing the convening of the meeting were fundamentally violated; a material defect or irregularity effectively deprived shareholders of their right to participate, speak or vote; the meeting was held in breach of a specific direction of the Court.

23. The above circumstances are fundamentally different from mere procedural imperfections, technical omissions, individual grievances with the result of voting, or irregularities which neither affect the legal constitution of the meeting nor prevent a shareholder from effectively exercising his corporate rights. The latter category would ordinarily be insufficient to justify the drastic consequence of cancelling an AGM.

24. The requirement of caution becomes all the more important where the complaining shareholder participated in the meeting or had the opportunity to participate but failed to raise a contemporaneous objection. Participation does not, in every conceivable situation, validate that which is inherently void; for example, absence of the statutory quorum cannot be cured merely by acquiescence. But where the alleged defect is procedural rather than foundational, participation, absence of contemporaneous protest, absence of demonstrable prejudice and subsequent corporate action upon the resolutions are all matters of considerable relevance in deciding whether the extraordinary remedy of setting aside the meeting should be exercised.

25. Keeping the above principles in view, I now turn to the facts of the present matter.

25.1 The petitioner's original case was that the AGM for 2019 had not been held and therefore delay in holding the same should be condoned. The respondents have, however, placed before the Court materials showing that an AGM for that year had already been held. Upon examination of the record of RJSC I have also found all the relevant documents and statutory filings. Therefore, insofar as the prayer merely seeks condonation of delay for holding the AGM of 2019, the factual foundation of that prayer no longer survives.

25.2 More importantly, even if the petitioner's contention is treated as an invitation to this Court to disregard or set aside the AGM already held for 2019, although no specific prayer has been made in this regard, I find no material before the Court nor even any cogent statement which brings the case within any of the exceptional categories noticed above. No case has been established that the meeting lacked the quorum necessary for its legal constitution; that shareholders entitled to participate were deliberately excluded by want of notice; that the meeting was conducted by a person having no lawful authority in circumstances rendering the meeting itself a nullity; that any material irregularity prevented the shareholders from effectively exercising their voting or participatory rights; that the meeting was held in violation of any subsisting direction of this Court. Additionally, it appears from the record that the return relating to the AGM was filed with and recorded by the RJSC with RJSC although the petitioner asserted otherwise.

25.3 A Court cannot set aside an AGM merely because, after the event, one shareholder or one group of shareholders considers its result undesirable or disputes some aspect of the internal management emerging from it. Something substantially more is required. The petitioner must establish an illegality which either goes to the root of the constitution of the meeting or materially impairs the exercise of the statutory and corporate rights of its members as discussed above. That threshold has not been crossed in the present case.

26. The decision of the Appellate Division in *Mirpur Ceramic Works Limited* is particularly apposite in this regard. There also a shareholder, being dissatisfied with what had occurred at an AGM in which he had participated, sought in substance to have the meeting held afresh. The Appellate Division held that such an individual grievance could not justify the exercise of jurisdiction under sections 81(2) and 85(3) and reiterated that the Court should not ordinarily interfere with the internal management of a company.

27. Accordingly, I find no justification for setting aside or cancelling the AGM already held for the year 2019 or for directing that AGM to be held afresh. Consequently, the prayer for condonation of delay for holding an AGM for the year 2019 has become redundant.

28. The position in relation to the succeeding years is entirely different. Both sides accept that after the disputed AGM of 2019 no further AGM has been held. The petitioner has, by supplementary affidavit, sought directions extending through the year 2024 and 2025. An AGM is not an empty statutory ceremony. It is the recurring corporate forum in which accounts are placed before members, stewardship of the management is examined and shareholders exercise their statutory and supervisory rights. Continued failure to hold the meetings, therefore, cannot be permitted to perpetuate.

29. In the present case the disputes between the parties have themselves become an impediment to the ordinary machinery of the Company. The controversy extends even to the identity of the person entitled to act as Managing Director. In that situation a direction to call the overdue meetings may give rise to further dispute and litigation. Significantly, at the hearing the parties themselves invited this Court to appoint an independent Chairman to call, hold and conduct the overdue AGMs. Such consensual arrangement does not amount to assuming the management of the Company by the Court. Its purpose is precisely the opposite: to restore the statutory corporate machinery so that the shareholders may themselves exercise their corporate rights in properly convened meetings.

30. This view is also consistent with *Mirpur Ceramic Works Limited*, where the Hon'ble Appellate Division, while cautioning against judicial intrusion into internal management, recognised that appointment of an independent person to preside over a meeting, where necessary, cannot by itself be viewed as interference in the internal management of the Company. Likewise, in *Satish Chandra Banik*, after holding that a valid AGM had not taken place, the Court appointed an independent Chairman and issued directions designed to ensure that the members could meet and exercise their rights according to law.

31. Having regard to the prolonged default, the existing dispute concerning management, and more importantly the consensus of the parties at the hearing, I am satisfied that the ends of justice and the interests of the Company and its shareholders would best be served by placing the limited responsibility of calling, holding and conducting the overdue AGMs upon an independent Chairman.

32. Accordingly, this application is allowed in part.

The delay in holding the Annual General Meetings of F.G. Development Limited for the years 2020, 2021, 2022, 2023, 2024 and 2025, as prayed for, is hereby condoned.

Mr. Bivuti Tarofder, Advocate, Supreme Court of Bangladesh, Room No. 6051(5th Floor), Hossain Shahid Suhrawardy Building, Supreme Court Bar Association, Dhaka-1000 (Mobile 01970-773388) email:tarofder.associates@gmail.com is hereby appointed as the Independent Chairman for the limited purpose of calling, holding and conducting the Annual General Meetings of F.G. Development Limited for the years 2020, 2021, 2022, 2023, 2024 and 2025, as prayed for. His authority under this order shall remain confined to those meetings and to all acts reasonably incidental and necessary for their lawful calling, holding and completion. The appointment shall not confer upon him any authority to participate in the day-to-day management, business or disposition of the assets of the Company.

33. The Independent Chairman shall cause the said AGMs to be held within 6 months from the date of receipt of a copy of this judgment and order. The meetings may be held successively on the same day or on such different dates as the Independent Chairman considers convenient and legally permissible, having regard to the nature of the business to be transacted and the requirements of the Companies Act, 1994 and the Articles of Association.

34. The Company, the petitioner, respondent No.17 and all other directors, officers and shareholders shall extend full cooperation to the Independent Chairman. The existing management/persons having custody or control of the Company's books shall, upon requisition, place before him the register of members, share register, minute books, audited or unaudited accounts, statutory registers and such other corporate records as may reasonably be required for preparing the notices and conducting the meetings.

34.1 The Independent Chairman shall determine the dates, time and venue of the meetings and shall ensure that notices are served upon all shareholders entitled thereto at their addresses appearing in the Company's records and in accordance with the Companies Act, 1994 and the Articles of Association. He shall be entitled to verify the list of shareholders and, where necessary, obtain assistance from the Registrar of Joint Stock Companies and Firms for that limited purpose.

34.2 The agenda for each AGM shall comprise the statutory business pertaining to the relevant financial year, including consideration of the accounts and reports, appointment of auditor wherever required, election or retirement of directors where such matter lawfully falls for consideration, and such other business as may properly be transacted at that AGM under the Companies Act, 1994 and the Articles of Association.

34.3 Since serious disputes exist between the parties concerning the management of the Company, no person claiming to be Chairman or Managing Director by virtue of the disputed documents shall, merely on account of such claim, exercise any authority over the conduct of these Court-directed AGMs. All procedural questions arising in relation to the calling and conduct of the meetings, including verification of attendance, proxies, voting and declaration of results, shall be determined by the Independent Chairman in accordance with law and the Articles of Association.

34.4 The Independent Chairman shall prepare and authenticate the minutes of each AGM and, after completion of the meetings, shall transmit the minutes and the consequential statutory documents to the Company and, where required, to the Registrar of Joint Stock Companies and Firms. The RJSC shall receive and process the statutory returns and documents arising out of the said meetings in accordance with law.

34.5 The Independent Chairman shall be entitled to a consolidated remuneration of Tk. 3,00,000/**-** **(**Three Lac**)** together with actual expenses incurred for notices, venue, secretarial assistance and other necessities of the meetings as well as travelling, accommodation expenses. Such remuneration and expenses shall be borne by F.G. Development Limited.

34.6 If audited accounts for any of the relevant years have not yet been prepared, the Independent Chairman may require the Company to cause the accounts to be prepared and audited by a competent Chartered Accountant/auditor eligible under law.

34.7 The Independent Chairman shall not incur any civil or criminal liability for any act done, decision taken, direction issued or omission made bona fide in the discharge of his functions under this judgment and order, provided that such act, decision, direction or omission is within the scope of the authority conferred upon him by this Court

34.8 The prayer for condonation of delay in respect of the AGM for the year 2019 is declined, the said AGM having already been held. No case has been made out in this proceeding for setting aside or cancelling that meeting or for directing it to be held afresh.

34.9 The prayer made in the further substantive application for a direction upon the Registrar of Joint Stock Companies and Firms to cancel the records of the EGMs dated 09.12.2020 and 12.12.2020 is rejected.

35. Before parting with the matter, I consider it appropriate to reiterate that judicial power over corporate meetings exists to preserve the legality of corporate governance, not to replace corporate governance by judicial management. Where an AGM is shown to be no meeting in the eye of law, where shareholders have been unlawfully deprived of their fundamental participatory rights, or where a foundational illegality vitiates the corporate process, the Court will not hesitate to interfere. But once a duly constituted corporate body has expressed its will through an AGM, that corporate act should not lightly be undone. The power to set aside a completed AGM must therefore remain an exceptional one, exercised sparingly and with utmost caution upon a clearly established case. The present matter, so far as the AGM of 2019 is concerned, does not disclose such a case.

36. At the same time, judicial restraint against interference in internal management does not require the Court to remain passive where prolonged statutory default has paralysed the ordinary corporate machinery. The appointment of the Independent Chairman in the present case is made with the consent of the contesting sides and for the strictly limited purpose of restoring that machinery. Once the pending AGMs are completed and the shareholders have exercised their rights in accordance with law, the Court's intervention under this order comes to an end.

37. In view of the condonation of delay granted by this Court, the Company and its directors shall stand exonerated from payment of any fine or penalty arising solely out of the failure or delay in holding the Annual General Meetings covered by this judgment and order and in filing the consequential statutory returns and documents within the prescribed time.

38. With the above observations and directions, the Company Matter is disposed of.

39. The petitioner is directed to take all steps as per provision of the Companies Act, 1994. The petitioner intends to donate Taka 50,000/- which is to be given in the form of pay order in the name of "Mohurijot Jame Masjid" A/C Number:0200015553696, Agrani Bank Limited, Jogdolhat Br. Panchagarh and on furnishing receipt of the payment, the order may be drawn up, if so prayed. The cost of this application shall be borne out of the funds of the Company.

40. Send down the records of the respondent No. 27 company to the concerned RJSC, Chattogram with a copy of the judgment at once.

(Sikder Mahmudur Razi, J:)