

IN THE SUPREME COURT OF BANGLADESH

HIGH COURT DIVISION

(SPECIAL ORIGINAL JURISDICTION)

WRIT PETITION NO. 10167 of 2019

Present

Mr. Justice K.M. Hafizul Alam

-And-

Mr. Justice Abdur Rahman

IN THE MATTER OF:

An application under Article 102 of the Constitution of the
People's Republic of Bangladesh

-And-

IN THE MATTER OF:

Md. Abdul Latif.

.... Petitioner

-versus-

The Government of the People's Republic of
Bangladesh, represented by the Secretary, Technical
and Madrasha Education Division, Ministry of
Education, Bangladesh Secretariat, Dhaka, and others

.... Respondents

Mr. Md. Humayun Kabir, Advocate

... for the petitioner

Mr. A.M. Masum, with

Mr. Md. Nahiyan Ibn Subhan, Advocates

...for the respondents

Date of Hearing: 10.02.2026, 17.02.2026, and
03.03.2026 A.D.

Date of Judgment: 12.03.2026 A.D. Thursday, 27
Falgun 1432 B.S.

Abdur Rahman, J:

This *Rule Nisi*, at the instance of the petitioner, was issued on an application under Article 102 of the Constitution of the People's Republic of Bangladesh, challenging the vires of the provision of the Clause No.18.4 of the বেসরকারি শিক্ষা প্রতিষ্ঠান (মাদ্রাসা) এর জনবল কাঠামো ও এম.পি.ও নীতিমালা-২০১৮, imposing condition to pay the arrear government portion of salary of the teachers and employees of the Non-government Madrasha not to from the Government Fund (Annexure-N) should not be declared to have been passed without lawful authority and is of no legal effect, and also seeking, why a direction should not be given upon the respondents to pay the arrear government portion of the salary of the petitioner from November, 1993 to May, 2014 including festival bonus and other financial benefits after proper assessment without making any delay and/or such other or further order or orders passed as to this Court may seem fit and proper.

The gravamen of facts leading to issuance of this *Rule Nisi* are that: the petitioner in response to the advertisement published in Daily Dabanal on 14.08.1988 by the concerned authority, applied for the post of Junior Assistant Teacher, and the duly constituted selection committee recommended the petitioner to be

appointed for the said post by resolution dated 18.08.1988 and issued an appointment letter to him and consequently, he joined in the said Madrasha on 20.08.1988, and since then he has been discharging his duties honestly, sincerely and with satisfaction of the authority concerned.

Subsequently, the petitioner was enlisted in the Monthly Pay Order (MPO) with Index No. 379457 in December 1989 and continued to receive the government portion of his salary and other benefits regularly until October 1993.

In 1993, a survey of non-government educational institutions determined that the approved staffing pattern for the concerned Madrasha comprised 13 teachers, whereas 14 teachers were found to be employed, resulting in one excess post. Consequently, by letter dated 27.11.1993, the Assistant Director (Special Education), Directorate of Secondary and Higher Education, Dhaka, suspended the salaries of all teachers on the grounds of excess staffing and alleged irregular payment.

Thereafter, the Managing Committee of the concerned Madrasha unlawfully pressured and threatened the petitioner to resign; however, he refused to comply. Consequently, the Committee arbitrarily withheld his salary, and while the

government portion of the salaries of other teachers and staff was released from November 1993, the petitioner was unjustly excluded.

Being aggrieved by such illegal activities of the Managing Committee of the said Madrasha, on 07.05.1994, the petitioner filed an application before the respondent No.3 requesting him to take necessary steps against the illegal activities of the Managing Committee of the said Madrasha, but the said respondent remained silent without considering the claim of the petitioner.

Thereafter, on 29.05.1994, the petitioner, unsuccessfully, filed an application before the Director, BANBEIS, BANBEIS BHAVAN, Palashi-Nilkhet, Dhaka, requesting him to justify the additional teacher in the staffing pattern and to release the salary in favour of the petitioner as a legal teacher.

Thereafter, finding no other alternative, the petitioner was compelled to file a Title Suit No. 28 of 2004 (Other) before the Assistant Judge Court, Mithapukur, Rangpur, and upon perusal of the documents on record, the Senior Assistant Judge, Mithapukur, Rangpur, was pleased to dismiss the suit vide judgment and decree dated 31.03.2011 (decree signed on 05.04.2011).

Being aggrieved by the said judgment and decree dated 31.03.2011, the petitioner filed an appeal before the District Judge, Rangpur being Other Appeal No.124 of 2011 and upon perusal of the documents on record, the District Judge, Rangpur was pleased to allow the appeal and set aside the judgment and decree dated 31.03.2011 in Title Suit No. 28 of 2004 (Other) vide judgment and decree dated 04.04.2013 (decree signed on 09.04.2013).

Thereafter, the petitioner, by applications dated 11.09.2016 and 20.03.2019, respectively, approached respondent Nos. 3 and 1 seeking payment of the government portion of his salary for the period from November 1993 to May 2014; however, both respondents failed to take any action and remained silent without considering his claim. Hence, the petitioner, finding no equal efficacious remedy, invoked this jurisdiction.

On the other hand, learned Counsel Mr. A.M. Masum, with Mr. Md. Nahiyan Ibn Subhan, on behalf of respondent No.4, made an appearance, and contested the Rule, filing a Wokalatnama without any affidavit-in-opposition.

Mr. Md. Humayun Kabir, the learned Counsel appearing on behalf of the petitioner has submitted that the impugned

provision of the Clause No.18.4 of the "বেসরকারী শিক্ষা প্রতিষ্ঠান (মাদ্রাসা)-এর জনবল কাঠামো ও এমপিও নীতিমালা-২০১৮" is inconsistent with the provisions of Articles 27,29 & 31 of the Constitution of the People's Republic of Bangladesh and as such the impugned Clause No.18.4 is liable to be declared as *ultra vires* to the Constitution.

Learned Counsel has further submitted that the impugned provision of Clause No.18.4 of the "বেসরকারী শিক্ষা প্রতিষ্ঠান (মাদ্রাসা)-এর জনবল কাঠামো ও এমপিও নীতিমালা-২০১৮" has been set up by the Technical and Madrasha Education Division, Ministry of Education, (respondent No.1) without any basis or reason, which is illegal, arbitrary, and without jurisdiction, hence, the impugned provision of the Clause No.18.4 is liable to be declared as *ultra vires*.

Learned Counsel has further submitted that the petitioner was the junior teacher (I.A.) of the said Madrasha and the name of the petitioner was enlisted in the MPO as junior teacher (I.A), but the respondent treated the petitioner as a science teacher, which is not sustainable in the eyes of law. In exercise of the powers conferred by section 38 of the Madrasha Education Ordinance, 1978 (Ord. No. IX of 1978) and in supersession of all

existing orders or regulations or any other instruments made in this behalf, the Bangladesh Madrasha Education Board, Dhaka, with the previous approval of the Government, is pleased to make the regulations, namely, "The Affiliated Non-Government Madrasha Teachers Terms and Conditions of Service Regulations, 1979" and such regulation was published in the Bangladesh Gazette, Part-VI dated 3 January, "1980 and the said regulation has not yet been amended or repealed, but by issuing Guideline, 2018 the respondents nullified the said regulation and deprived the petitioner to get the arrear government portion of salary of the petitioner and as such the impugned provision of the Clause No. 18.4 of the "বেসরকারী শিক্ষা প্রতিষ্ঠান (মাদ্রাসা)-এর জনবল কাঠামো ও এমপিও নীতিমালা-২০১৮" is liable to be declared as ultra vires to the existing law.

Learned Counsel has earnestly submitted that when a law regarding specific purpose specifying procedures have been enacted the respondents have no authority to make or issue any circular overruling the provision of the specific law and as such the impugned provision of the Clause No.18.4 of the "বেসরকারী শিক্ষা প্রতিষ্ঠান (মাদ্রাসা)-এর জনবল কাঠামো ও এমপিও নীতিমালা-২০১৮" is liable to be declared as ultra vires.

Learned Counsel has additionally submitted that the respondents with a *mala fide* intention refused to pay the arrear of government portion of salary of the petitioner by issuing Guideline, 2018, resulting the said Guideline, so far as it relates to the provision of imposition of condition not to pay the arrear government portion of salary of the teachers and employees of the Non-Government Madrasha is illegal, malafide, arbitrarily and discriminatory and as such the impugned provision of the Clause No.18.4 of the "বেসরকারী শিক্ষা প্রতিষ্ঠান (মাদ্রাসা)-এর জনবল কাঠামো ও এমপিও নীতিমালা-২০১৮" is liable to be declared as ultra vires.

Learned Counsel has further submitted that under the provision of the Clause No.18.4 of the "বেসরকারী শিক্ষা প্রতিষ্ঠান (মাদ্রাসা)-এর জনবল কাঠামো ও এমপিও নীতিমালা-২০১৮", the petitioner is not getting the arrear government portion of his salary which is discriminatory and violation of Article 27 & 29 of the Constitution of the People's Republic of Bangladesh and the petitioner standing on a similar footing cannot deprived of the arrear government portion of salary which will be discriminatory and will offend the rights guaranteed under Article-27 & 29 of the Constitution of the People's Republic of Bangladesh and as such the respondents are required to be directed to pay the

government portion of the salary of the petitioner from November, 1993 to May, 2014 including festival bonus and other financial benefit without making any delay.

Learned Counsel has finally submitted that it is settled principle of law that the salary is no more a bounty of state resulting the petitioner is entitled to his back salary and other benefits and as such the respondents are required to be directed to pay the government portion of the salary of the petitioner from November, 1993 to May, 2014 including festival bonus and other financial benefit without making any delay. More so, giving benefits to some and denying the same to others on the same footing is not only illegal, but also offends fundamental rights of the petitioner guaranteed under Articles 28 and 29 of the Constitution. He also provided some decisions referring to 16 BLC (HCD) 601 and 66 DLR (HCD) 575.

On the other hand, the learned Counsel for the respondent No.4 submitted that the learned Senior Assistant Judge in Civil Suit No. 28 of 2004 rightly dismissed the suit and the learned Appellate Court without considering the legal proposition as to the principle from the "বেসরকারী শিক্ষা প্রতিষ্ঠান (মাদ্রাসা)-এর জনবল

কাঠামো ও এমপিও নীতিমালা-২০১৮", reverse the said judgment which cannot be sustainable in the eye of law.

He further submitted that it is an admitted position that the petitioner's government portion of salary was discontinued by the Managing Committee of the concerned Madrasa. Following the judgment and decree passed by the learned District Judge, Rangpur, in Other Appeal No. 124 of 2011, the Managing Committee neither reinstated the petitioner in service nor disbursed the arrears of the government portion of his salary. In such circumstances, the petitioner is not entitled to claim arrears for the period from November 1993 to May 2014, and this respondent bears no responsibility regarding his reinstatement.

The learned Counsel further contended that the petitioner's appointment was made beyond the approved staffing pattern of the Madrasha, and accordingly, suspension of his MPO was lawful and justified. Therefore, the instant Rule is liable to be discharged with costs.

Considering the above facts and circumstances, as well as submissions made by both parties, we need to take a look at the provisions of Clause 18.4 of the বেসরকারী শিক্ষা প্রতিষ্ঠান (মাদ্রাসা)-এর জনবল কাঠামো ও এমপিও নীতিমালা-২০১৮, which runs as under:

“১৮.৪ প্রতিষ্ঠানের শিক্ষক-কর্মচারী ও ব্যবস্থাপনা কমিটির মধ্যকার অভ্যন্তরীণ বিরোধের কারণে বা তাদের মধ্যে সৃষ্ট মামলার কারণে বেতন-ভাতাদির সরকারি অংশ উত্তোলন সম্ভব না হলে পরবর্তীতে বকেয়া হিসাবে তা এম.পি.ও খাত থেকে উত্তোলন করা যাবে না। সংশ্লিষ্ট প্রতিষ্ঠান এর আর্থিক দায়-দায়িত্ব বহন করবে।”, (underline supplied by us to emphasize the meaning)

The aforesaid provisions unequivocally contemplate that where, owing to any internal discord between the teachers/employees of an institution and its Managing Committee, or as a consequence of litigation arising *inter se*, the government portion of salary and allowances remains undrawn, such amount shall not thereafter be recoverable as arrears from the MPO (Monthly Pay Order) fund.

In the present case, however, the pivotal question that falls for determination is whether the factual matrix discloses any circumstance attributable to “internal disputes between the teachers/employees and the Managing Committee, or litigation arising therefrom,” as a consequence of which the petitioner’s MPO was withheld by the respondents.

On a careful scrutiny of the materials on record, it transpires from Annexure-C that the MPO was, in fact,

suspended on the ground of excess staffing, as explicitly recorded therein- “উক্ত প্রতিষ্ঠানে ১৩ জনের স্থলে ১৪ জন শিক্ষক আছে। বিজ্ঞান শাখা নাই।”.

This clearly indicates that the suspension was occasioned by administrative considerations relating to surplus teachers, and not by any internal dispute or litigation between the শিক্ষক-কর্মচারী and the Managing Committee.

Furthermore, Annexure-A to the writ petition demonstrates that the petitioner was duly appointed on 20.08.1988 as a Junior Teacher (I.A.), having no responsibility whatsoever in relation to the Science section of the concerned Madrasa. There is, therefore, no nexus between the alleged ground for suspension of MPO and any act or omission attributable to the petitioner.

In such circumstances, it is manifest that the embargo contemplated under Clause 18.4 of the বেসরকারী শিক্ষা প্রতিষ্ঠান (মাদ্রাসা)-এর জনবল কাঠামো ও এমপিও নীতিমালা-২০১৮ is not attracted in the instant case. Consequently, the said provision does not operate as a bar to the petitioner’s entitlement to realize the government portion of salary and allowances as arrears from the MPO fund.

On perusal of the annexed documents to this writ petition, it is found that, on 07.05.1994, the petitioner filed an application

(Annexure-D) before the respondent No.3 requesting him to take necessary steps against the illegal activities of the Managing Committee of the said Madrasha, and on 29.05.1994, the petitioner, unsuccessfully, filed an application (Annexure-E) before the Director, BANBEIS, BANBEIS BHAVAN, Palashi-Nilkhet, Dhaka, requesting him to justify the additional teacher in the staffing pattern, and finding no other alternative, the petitioner was compelled to file a Title Suit No. 28 of 2004 (Other) before the Assistant Judge Court, Mithapukur, Rangpur, and upon perusal of the documents on record, the Senior Assistant Judge, was pleased to dismiss the suit vide judgment and decree dated 31.03.2011 (Annexure-I), and then being aggrieved by the said judgment and decree dated 31.03.2011, the petitioner filed an appeal before the District Judge, Rangpur being Other Appeal No.124 of 2011 and upon perusal of the documents on record, the District Judge, Rangpur was pleased to allow the appeal and set aside the judgment and decree dated 31.03.2011 in Title Suit No. 28 of 2004 (Other) vide judgment and decree dated 04.04.2013 (Annexure-J).

On sifting the contents of Annexure I and J, it is presumed that the Secretary of the Ministry of Education, Secondary and Higher Secondary Education Directorate, Dhaka and Chairman,

Madrassa Shikkha Board, Dhaka have been made party to the Civil Suit No. 28 of 2004, and after due contest the suit was dismissed and then in Appeal No. 124 of 2011, after hearing on contest the learned District Judge allowed the appeal specifically mentioned that, “যেহেতু সংশ্লিষ্ট মাদ্রাসা কর্তৃপক্ষ বাদী আপীলকারীকে তাহার চাকুরীচ্যুতির ব্যাপারে কোন আইনগত কার্যক্রম বা প্রসিডিং গ্রহন করেন নাই এবং চাকুরীচ্যুতির কারণ উল্লেখ পূর্বক কোন পত্র দ্বারা বাদী-আপীলকারীকে অবহিত করেন নাই। এমতাবস্থায় সংশ্লিষ্ট মাদ্রাসা কর্তৃক কর্তৃক বাদী আপীলকারীকে চাকুরীচ্যুত করা Natural justice এর পরিপন্থি বলিয়া আমার বিশ্বাস। যেহেতু বাদী-আপীলকারীকে মাদ্রাসার শিক্ষক অপসারণ চাকুরীচ্যুত বিধানাবলী অনুসরণ করিয়া চাকুরীচ্যুত করা হয় নাই সেই কারণে বাদী-আপীলকারী উক্ত মাদ্রাসার শিক্ষক হিসাবে চাকুরীরত রহিয়াছেন মর্মে আমি সিদ্ধান্তে উপনীত হইয়াছি। বাদী আপীলকারী তাহার প্রার্থীর প্রতিকার এবং নিম্ন আদালত মোকদ্দমাটি ডিসমিস করিয়া আইন ও ঘটনাগত ভুল করিয়াছেন বিধায় বিচার্য বিষয়টি বাদী-আপীলকারীর অনুকূলে সাব্যস্ত হয়।”, and after getting the judgment and decree, the petitioner approached to the President of Managing Committee through application dated 14.08.2013 (Annexure-K), and then to the Director General, Directorate of Secondary and Higher Secondary Education, Shikkha Bhaban, Dhaka through application dated 11.05.2016 (Annexure-L) requesting him to pay government portion of salary from November 1993 to May 2014, and the petitioner also filed similar application on 20.03.2019 (Annexure-M) before the Secretary, Technical and

Madrasha Education Division, Ministry of Education, the Government of the People's Republic of Bangladesh, Dhaka, but all the pertinent authorities remained silent without taking proper steps in that regard.

On perusal of the impugned letter Annexure-C it is evident that “উক্ত প্রতিষ্ঠানে ১৩ জনের স্থলে ১৪ জন শিক্ষক আছে। বিজ্ঞান শাখা নাই।”, where there is no mention of any name of any teacher of the said Madrasha. Annexure-A confirmed that the authority issue an appointment letter in favour of the petitioner mentioning that “আপনাকে ১৮.৮.৮৮ইং তারিখের সাক্ষাৎকার বোর্ডের সুপারিশ কমে মাদ্রাসার কমিটির সিদ্ধান্ত মোতাবেক অত্র মাদ্রাসার জুনিয়র শিক্ষক (আই, এ) পদে আগামী ২০.৮.৮৮ ইং তারিখ হইতে সরকারী, বেতন স্কেলে নিয়োগ করা হইয়াছে।”, and the learned Judge of the Appellate Court observed and ordered that “বাদী-আপীলকারী নয়নপুর দাখিল মাদ্রাসার নবম জুনিয়র শিক্ষক হিসাবে যোগদান করিয়া শিক্ষকতা করার জন্য বিবাদীর প্রতি বাধ্যতামূলক নির্দেশের (Mandatory Injunction) এর ডিক্রী হয়।”, and the defendant-respondents did not invoke any higher forum against the said judgment and decree; consequently, it established the position of the petitioner that he was the teacher No.9 and he was not the 14th number teacher, i.e. out of staff pattern of the said Madrasa, and

the same indicates that the decision as to exclusion and stopping MPO of the petitioner was arbitrary and *mala fide* one.

However, the learned Counsel for the petitioner referred to the decision cited in the case Abu Zafor Vs. Bangladesh and others [16 BLC (2011) 601], where a Division Bench of the High Court Division of the Supreme Court of Bangladesh, held that -

“As the competent Court has declared that the petitioner is still in service after setting aside the order of dismissal, and hence the petitioner is also entitled to get the arrears of salaries and other benefits. The respondents are directed to pay the arrear salaries and other benefits to the petitioner from May 1998 to June 2008 within three months from the date of receipt of this judgment...(8 & 10).”

Therefore, it apparently ensured that this petitioner was not a teacher out of the staff pattern of the said Madrasa, and there were no internal disputes between the petitioner and his Madrasa. Now the question to resolve whether the matter falls under the provisions of Rule 18.4 of the said Nitimala, in this regard, we may have notice upon an unreported decision of the High Court Division, which was held in Writ Petition No. 9364 of 2021, their Lordship held that,

“Having read and examined the language of the Regulation No. 18.6 of the "বেসরকারী শিক্ষা প্রতিষ্ঠানের (স্কুল ও কলেজ) জনবল কাঠামো ও এম,পি,ও নীতিমালা-২০১৮", we are of the opinion that, the words "ব্যক্তিগত মামলায় নির্দোষ প্রমাণিত হলে" will apply to the finding of not guilty, by a court in a criminal proceeding as well to the finding of 'not guilty' recorded by a court as regards the allegations made in a departmental proceeding. Besides, a departmental proceeding drawn against the petitioner on the allegation of misconduct does not amount to a conflict between the Managing Committee and Teachers or employees.”

Thus, the case in our hand, manifested that there was no allegation or even a departmental proceeding against the petitioner except an administrative decision. Accordingly, the provision of Clause 18.4 of the said Nitimala do not attract the right and entitlement of the petitioner.

However, the learned Counsel for the respondent No.4 was constrained to submit that the Managing Committee neither reinstated the petitioner in service nor disbursed the arrears of the government portion of his salary as per the judgment and decree passed by the learned District Judge, Rangpur, consequently, the

petitioner is not entitled to claim arrears for the period from November 1993 to May 2014. In this connection, we observed that in the case of Quari Abdul Haleem Vs. Government of the People's Republic of Bangladesh and others, reported in 50 DLR 472, held that-

“It is the settled principle of law that the salary is no more a bounty of the State. The petitioner is entitled to his back salary and other benefits.”

Additionally, we can examine the provisions of Clauses 18.5 and 18.6 of the বেসরকারী শিক্ষা প্রতিষ্ঠানের (স্কুল ও কলেজ) জনবল কাঠামো ও এম,পি,ও নীতিমালা-২০১৮, which runs as under:

“১৮.৫ ব্যক্তিগত মামলায় নির্দোষ প্রমাণিত হলে আদালতের নির্দেশনা সাপেক্ষে কারিগরি ও মাদ্রাসা শিক্ষা বিভাগ, শিক্ষা মন্ত্রণালয় বকেয়া বেতন ভাতাদির সরকারি অংশ প্রদানের বিষয়ে বিবেচনা করতে পারবে।

১৮.৬ এমপিও স্থগিত, বাতিল এবং পূরণায় চালুর ক্ষেত্রে কারিগরি ও মাদ্রাসা শিক্ষা বিভাগ, শিক্ষা মন্ত্রণালয়ের অনুমোদন প্রয়োজন হবে;”

From a clear view of the above provisions of the Nitimala, it is understandable that the authority does not completely preclude the door to claim back salary and benefits; the foremost condition is to have the direction of the competent Court. The case in our hand has the Court's direction to clear the conflicting

situation the petitioner was in, within the staff pattern of the said Madrasa.

Considering the above facts and circumstances, as well as the proposition of law, we are of the view that any guideline or circular cannot and should not have the prerogative of curtailing any benefit of previous sanctioned law, but rather increase those benefits and interests ensured the *summum bonum* of the due process of law. The case of the petitioner is not conflicting with the provisions of Clause 18.4 of the বেসরকারী শিক্ষা প্রতিষ্ঠান (মাদ্রাসা)-এর জনবল কাঠামো ও এমপিও নীতিমালা-২০১৮. Consequently, the 1st portion of the Rule containing “as to why the provision of the Clause No.18.4 of the বেসরকারী শিক্ষা প্রতিষ্ঠান (মাদ্রাসা) এর জনবল কাঠামো ও এম.পি.ও নীতিমালা-২০১৮, imposing condition pay the arrear government portion of salary of the teachers and employees of the Non-government Madrasha not to from the Government Fund (Annexure-N) should not be declared to have been passed without lawful authority and is of no legal effect”, does not stand or require to make any declaration so far as it relates to the instant writ petition. But the 2nd portion of the Rule relating to, “why a direction should not be given upon the respondents to pay the arrear government portion of the salary of the petitioner from November, 1993 to May, 2014 including festival bonus and other

financial benefits after proper assessment without making any delay”, stands on the good footing of settled facts and law. More importantly, provisions of the Clause No.18.4 of the বেসরকারি শিক্ষা প্রতিষ্ঠান (মাদ্রাসা) এর জনবল কাঠামো ও এম.পি.ও নীতিমালা-২০১৮, does not operate as a bar to the petitioner’s entitlement to realize the government portion of salary and allowances as arrears from the MPO fund *ifso facto*.

Considering all aspects of the instant petition, and legal propositions, we are constrained to hold that the Rule has substance in the 2nd part as per the aforesaid observations and deliberations.

As a result, the Rule is made absolute in part without any order as to costs.

The respondents are hereby directed to disburse to the petitioner the arrears of the government portion of salary for the period commencing from November 1993 to May 2014, inclusive of festival bonuses and all other admissible financial benefits, upon due verification and assessment, within a period of 60 (sixty) days from the date of receipt of this judgment.

In default of compliance within the stipulated period, the authorities concerned shall render themselves liable for

dereliction of duty, mala fide conduct, and proceedings for contempt of Court.

Communicate this judgment and order straightaway.

(Abdur Rahman, J)

K.M. Hafizul Alam, J:

I

agree.

(K.M. Hafizul Alam, J)