

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

Present

Ms. Justice Fatema Najib
and
Mr. Justice Sikder Mahmudur Razi

Writ Petition No. 4622 of 2024

In the matter of:

An Application under Article 102 read with Article 44 of the Constitution of the People's Republic of Bangladesh.

And

In the matter of:

Omor Faruk Khan

-----Petitioner.

-Versus-

Bangladesh represented by the Secretary, Ministry of Communications, Bangladesh Secretariat, Ramna, Dhaka and others

-----Respondents.

With

Writ Petition No. 4623 of 2024

A.K.M. Abdur Rouf

-----Petitioner.

-Versus-

Bangladesh represented by the Secretary, Ministry of Communications, Bangladesh Secretariat, Ramna, Dhaka and others

-----Respondents.

With

Writ Petition No. 4624 of 2024

Md. Moklesur Rahman

-----Petitioner.

-Versus-

Bangladesh represented by the Secretary, Ministry of Communications, Bangladesh Secretariat, Ramna, Dhaka and others

-----Respondents.

And

Writ Petition No. 4625 of 2024

Md. Ariful Islam

-----Petitioner.

-Versus-

Bangladesh represented by the Secretary, Ministry of Communications, Bangladesh Secretariat, Ramna, Dhaka and others

-----Respondents.

Mr. M. Moksadul Islam, Advocate with

Mr. S.M. Ariful Islam, Advocate.

-----For the petitioners.

Mr. Muhammad Rafiul Islam, Advocate

----For the respondent No. 1.

Mr. Hasibul Huq, Adv.

----For the respondent No. 2

Heard on: 06.02.2025 & 14.08.2025

And

Judgment on: The 14th August, 2025

Sikder Mahmudur Razi, J.

The facts involved in all the writ petition being similar in nature and common question of law being involved, all these 4 nos. of writ petition are taken up together for disposal by a single judgment.

In W.P. No. 4622 of 2024 the petitioner obtained the instant rule in the following terms:

“Let a rule Nisi be issued calling upon the respondents to show cause (1) as to why the impugned letter dated 14.04.2024 bearing Memo No. 35.04.0000.051.03.018.23-1105(Annexure-I) issued by the respondent No. 5 arbitrarily asking the petitioner to return the bus with Registration Nos. Dhaka-Metro Ba-11-2203, 2204 and Dhaka-Metro Ca-5009 and 8301 should not be declared to have been made without lawful authority and is of no legal effect and (2) as to why the respondents should not be directed to renew the existing list of bus with registration Nos. Dhaka-Metro Ba-11-2203, 2204 and Dhaka-Metro Ca-5009 and 8301 and/or such other or further or further order or orders passed as to this court may seem fit and proper”.

In W.P. No. 4623 of 2024 the petitioner obtained the instant rule in the following terms:

“Let a rule Nisi be issued calling upon the respondents to show cause (1) as to why the impugned letter dated 14.04.2024 bearing

Memo No. 35.04.0000.051.03.018.23-1104 (Annexure-H) issued by the respondent No. 5 arbitrarily asking the petitioner to return the bus with Registration Nos. Dhaka-Metro Ba-11-2205, 2206 and 2179 in violation of the lease agreement dated 17.02.2004 should not be declared to have been made without lawful authority and is of no legal effect and (2) as to why the respondents should not be directed to renew the existing lease of buses No. Dhaka-Metro Ba-11-2205, 2206 and 2179 and/or such other or further or further order or orders passed as to this court may seem fit and proper”.

In W.P. No. 4624 of 2024 the petitioner obtained the instant rule in the following terms:

“Let a rule Nisi be issued calling upon the respondents to show cause (1) as to why the impugned letter dated 14.04.2024 bearing Memo No. 35.04.0000.051.03.018.23-1102 (Annexure-D) issued by the respondent No. 5 arbitrarily asking the petitioner to return the bus with Registration Nos. Rangpur Ba-11-0014 should not be declared to have been made without lawful authority and is of no legal effect and (2) as to why the respondents should not be directed to renew the existing lease of bus with Registration Rangpur 11-0014 and/or such other or further or further order or orders passed as to this court may seem fit and proper”.

In W.P. No. 4625 of 2024 the petitioner obtained the instant rule in the following terms:

“Let a rule Nisi be issued calling upon the respondents to show cause (1) as to why the impugned letter dated 14.04.2024 bearing Memo No. 35.04.0000.051.03.018.23-1106 (Annexure-D) issued by the respondent No. 5 arbitrarily asking the petitioner to return the bus with Registration

number Cumilla Metro Ba-11-0056 should not be declared to have been made without lawful authority and is of no legal effect and (2) as to why the respondents should not be directed to renew the existing lease of bus with Registration Number Cumilla Metro Ba-11-0056 and/or such other or further or further order or orders passed as to this court may seem fit and proper”.

The facts involved in all these writ petitions are as follows:

4(four) buses were leased out by Bangladesh Road Transport Corporation to the petitioner of Writ Petition No. 4622 of 2024; 3(three) buses were leased out to the petitioner of Writ Petition No. 4623 of 2024; 1(one) bus was leased out to the petitioner of Writ Petition No. 4624 of 2024; 1 (one) bus was leased out to the petitioner of Writ Petition No. 4625 of 2024. Initially the lease was executed in respect of all the buses except Cumilla Metro Ba-11-0056 for a period of 5 (five) years. Subsequently those leases were renewed from time to time. In Writ Petition No. 4622 of 2024 the tenure of lease of those buses expired on 17.06.2023, 26.08.2023, 17.06.2023 and 09.11.2023. In Writ Petition No. 4623 of 2024 the tenure of lease of those buses expired on 17.06.2023, 19.06.2023 & 24.07.2023. In Writ Petition No. 4624 of 2024 the tenure of the lease of the bus expired on 17.10.2023. In writ Petition No. 4625 of 2024 the bus being registration number Cumilla Metro Ba-11-0056 was leased out for a period of 03 (three) years and the tenure of the lease expired on 02.11.2023. In Writ Petition No. 4622 of 2024 the petitioner made an application on 14.05.2023 for renewal of the leases. In Writ Petition No. 4623 of 2024 the petitioner made an application on 29.11.2023 for renewal of the leases. In Writ Petition No. 4624 of 2024 the petitioner made an application on 01.10.2023 for renewal of the lease. In Writ Petition No. 4625 of 2024 the petitioner made an application on 29.10.2023 for

renewal of the lease. However, the respondent No. 2 without renewing the lease agreements vide its letter dated 14.04.2024 informed the petitioners that the authority has decided not to renew the lease agreements of the buses and further requested the petitioners to handover those buses to the authority by 16.04.2024 and further requested the petitioners except the petitioner of Writ Petition No. 4625 of 2024 to deposit the outstanding VAT and Tax within 7 (seven) days. Challenging the said letters/memos the petitioners filed the instant writ petition.

Mr. Moksadul Islam, learned senior Advocate appearing on behalf of the petitioners of all the writ petitions submits that after expiry of the lease period the petitioners of all the writ petitions were asked by BRTC to repair the buses by their letter dated 29.02.2024 and accordingly the writ petitioners by spending huge amount of money repaired the buses and therefore the petitioners have a legitimate expectation to get renewal of the lease agreements. He further submitted that the petitioners were operating and running those buses for the last 19/20 years and therefore, the authority ought to have considered the prayer of the petitioners for renewal of leases. With these submissions the learned advocate prays to make the rule absolute.

Mr. Hasibul Huq, learned Advocate appearing on behalf of the respondent No. 2 by filing affidavit-in-opposition in all these writ petitions vehemently denied the claim of spending money for renovation and repair of the buses by the petitioners. By referring Clause-4(6) of the BRTC's Bus Lease Guidelines, 2007 the learned advocate submits that upon taking approval from the authority, BRTC has the right to take back the buses and thereby they may either give fresh lease or may run the buses under their own control and management. He next submits that BRTC in its 298th Board Meeting dated 20.05.2024 has taken decision to operate the buses whose long-term lease have expired, under their own control

and management. He next submits that BRTC has taken this policy decision for public utility and to ensure standard service to the passengers. The learned advocate next submits that while BRTC were operating the buses under their own control and management by doing necessary repair and renovation, the petitioners took control of those buses on 06.08.2024 forcibly and the authority lodged G.D. Entry in this regard. With these submissions the learned Advocate prays for discharging the rule.

Mr. Muhammad Rafiul Islam, learned Advocate appearing on behalf of the respondent No. 1 also contested the Rule by filing separate affidavit-in-oppositions. The learned advocate while adopting the submissions made by the learned Advocate Mr. Hasibul Huq further submitted that the petitioners in writ petition No. 4622 of 2024, 4623 of 2024 and 4624 of 2024 failed to pay the overdue VAT and Tax. Mr. Islam also prays for discharging the rule.

We have heard the learned Advocates for the respective parties and perused the writ petitions, affidavit-in-oppositions, supplementary affidavits as well as necessary papers and documents annexed therewith.

It appears that as per BRTC's Bus Lease Guidelines-2007 BRTC reserves the right not to renew the lease agreement of the buses and can also operate the buses under their own control and management. It further appears that BRTC authority in its 298th Board Meeting decided not to renew the lease agreement of those buses whose lease agreement has already been expired and further decided to run and operate those buses under their own control and management. In this regard the submission of the learned advocate for the petitioners that they have legitimate expectations to get renewal of the lease does not deserve any consideration so far the cases in hand are concerned. Had it been the case of the petitioners that BRTC without renewing their leases is going to lease out the

buses in favour of any other persons then the question of legitimate expectation would have arisen. But in the matters in hand BRTC by filing affidavit in opposition candidly stated and submitted that they are not going to lease out the buses in favour of any person rather in their meeting dated 20.05.2024 they decided to operate those buses under their own control and management which they were doing until the petitioners took away those buses forcefully on 06.08.2024. This decision of BRTC is their policy decision which cannot be fettered by the application of the principle of legitimate expectation. The decisions so taken by BRTC to operate the buses under their own control and management cannot be said to be arbitrary, unreasonable or in gross abuse of power rather from meeting minutes it appears that the said decision was taken considering public utility and to provide standard service to the passengers. Moreover, the conduct of the petitioners cannot be said to be *bonafide* rather by taking those buses forcibly from the custody and control of BRTC the petitioners have committed felony.

Accordingly, we find no merit in the Rules issued in these writ petition and therefore, the rule issued in all the writ petitions are hereby discharged. The petitioners are hereby directed to handover all the buses to BRTC within 15 days from the date of receipt of this judgment. However, in future if BRTC decides to lease out those buses (i.e. the buses in respect of which the writ petitions have been filed), in that case the petitioners will get preference subject to compliance of all other conditions and formalities as required and determined by BRTC.

Communicate the judgment at once.

(Sikder Mahmudur Razi, J:)

I agree.

(Fatema Najib, J:)