

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

Present:

Mr. Justice Md. Shohrwardi

Civil Revision No. 1162 of 2025

IN THE MATTER OF

An application under section 115(1) of the
Code of Civil Procedure, 1908.

-AND-

IN THE MATTER OF:

Md. Rezoyanul Haque

... Petitioner

-Versus-

Mrs. Sharmin Khatun

... Opposite Party

No one appears

...For the petitioner

Mr. Md. Abdur Rashid, Advocate

...For the opposite party

Heard on 20.08.2026 and 09.09.2026

Judgment on: 14.09.2026

On an application under section 115(1) of the Code of Civil Procedure, 1908 Rule was issued calling upon the opposite party to show cause as to why the impugned judgment and decree dated 12.02.2025 (decree signed on 17.02.2025) passed by the District Judge, Rangpur in Family Appeal No. 72 of 2024 allowing the appeal in part and thereby setting aside the judgment and decree dated 30.09.2024 (decree signed on 03.10.2024) passed by Family Court, Badargonj in Family Suit No. 08 of 2023 decreeing the suit should not be set aside and/or pass such other or further order or orders as to this Court may seem fit and proper.

The plaint case, in a nutshell, is that the plaintiff/opposite party, Mrs. Sharmin Khatun, is the wife of the petitioner Md.

Rezoyanul Haque and their marriage was solemnized on 08.10.2021 under the Mahomedan Law. In the Nikahnama, dower has been fixed at Tk. 4,00,101 and Tk. 2,101 was paid at the time of marriage. The entire dower money was prompt dower. During their conjugal life, the petitioner tortured the opposite party physically and mentally. On 21.11.2022, the plaintiff claimed dower and maintenance from the petitioner, but he refused to pay the dower money and the maintenance. Consequently, she filed the family suit.

The defendant contested the suit by filing written statement denying the allegations made against him, stating that the suit is not maintainable in law and there is no cause of action. The plaintiff divorced her on 31.05.2023, and the Kabinnama was created over writing Tk. 4,00,000 in place of Tk. 1,50,000 and she received many other articles as dower. Therefore, she is not entitled to get a decree.

During trial, the plaintiff herself was examined as P.W. 1, and the defendant cross-examined P.W. 1. After concluding the trial, the trial court, by judgment and decree dated 30.09.2024, decreed the suit in part for payment of Tk. 5,33,900 as dower and maintenance of the plaintiff, directing payment of the said amount within 30 days.

Against the said judgment and decree passed by the trial court, the husband-defendant filed Family Appeal No. 72 of 2024 in the Court of the District Judge, Rangpur, who, after hearing the appeal, by the impugned judgment and order dated 12.02.2025, allowed the appeal, partly decreeing the suit and setting aside the judgment and decree passed by the trial court. The appellate court passed a decree regarding the dower money at Tk. 3,98,000 and the maintenance from 01.09.2022 to 31.08.2023, Tk. 2,500 per month, against which the defendant husband obtained Rule.

No one appears on behalf of the petitioner.

The learned Advocate Mr. Md. Abdur Rashid, appearing on behalf of the opposite party, submits that in the Kabinnama, the total dower money has been fixed at Tk. 4,00,101 and at the time of marriage Tk. 2,101 was paid as dower, and she is entitled to get the remaining dower money, Tk. 3,99,000. He further submits that since the divorce took place between the petitioner and the opposite party and the courts below committed no illegality in decreeing the suit. However, he conceded that the petitioner is entitled to get the maintenance for 03 months during the iddat period. He prayed for discharging the Rule.

I have considered the submission of the learned Advocate Mr. Md. Abdur Rashid who appeared on behalf of the opposite party, the evidence, the impugned judgment and decree passed by the courts below and the records.

On perusal of the evidence, it is revealed that admittedly the plaintiff opposite party was the legally married wife of the petitioner and their marriage was solemnized on 08.10.2021. P.W. 1 proved the kabinnama as Exhibit-1. By cross-examining P.W. 1, the defence affirmed that the defendant divorce the plaintiff on 31.05.2023, although P.W. 1 did not say anything as to the divorce. Furthermore, the defence suggested that after getting notice of the divorce, she filed the false cases regarding demand of dowry and the instant case. Although the defendant cross-examined P.W. 1, he did not examine any witness in support of his defence. I am of the view that the divorce took place between the plaintiff and the defendant.

On perusal of the Nikahnama (Exhibit-1), it is revealed that the dower has been fixed at Tk. 4,00,101 and half is prompt, and half is deferred. In the Nikahnama, it has been mentioned that Tk. 2,101 has been paid as dower. There is no tampering or overwriting in column No. 13 of the Nikahnama regarding the dower money. It is found that

at the time of marriage, Tk. 2,101 was paid as dower. Since the divorce took place between the plaintiff and the defendant, the plaintiff is entitled to get the remaining full amount of dower amounting to Tk. 3,98,000.

The wife is entitled to get maintenance for 03(three) months during the iddat period after divorce. Therefore, the plaintiff is only entitled to Tk. 2,500 per month during the iddat period for 03 (three) months, total Tk. 7,500. The plaintiff is entitled to Tk. 3,98,000 as dower and Tk. 7,500 as maintenance, total Tk. 4,05,500.

In the result, the Rule is disposed of in the following terms;

The plaintiff is entitled to get a decree of dower money amounting to Tk. 3,98,000 and maintenance of Tk. 2,500 per month, total 3 months during the iddat period, Tk. 7,500 as maintenance, total Tk. 4,05,500.

The impugned judgments and decrees passed by the courts below are hereby modified.

The petitioner is directed to pay the decretal amount of Tk. 4,05,500 within 30 days from the date of receipt of this order, failing which the trial court is directed to take necessary steps in accordance with law.

However, there will be no order as to costs.

Send down the LCR at once.