District-Dhaka

In the Supreme Court of Bangladesh
High Court Division
(Civil Revisional Jurisdiction)

Present:

Mr. Justice Kazi Md. Ejarul Haque Akondo
-And-
Mr. Justice Nasreen Akter

Civil Revision No. 3731 of 2025

In the matter of:

A. K. M. Naim Uddin Ahmed, Proprietor
Universal Shipping & Trading Company.
.....Award debtor-application
Petitioner

-Versus-

Pacific Gulf Shipping (Singapore) Pvt. Ltd.
.... Award holder
Opposite party

Mr.Md. Majharul Islam, Advocate
.....For the petitioner

Mr. Mohiuddin Abdul Kader, Advocate
...For the opposite party.

Heard On: 27.10.2026, 01.11.2026
Judgment On: 12.11.2026

Nasreen Akter, J:

This revisional application was filed under section 115(1) of the Code of Civil Procedure challenging the legality and propriety of the order No. 23 dated 24.08.2025 passed by the learned District Judge, Dhaka in Money Execution Suit No. 11 of 2021 rejecting the application under section 151 of the Code of Civil Procedure for recalling the order No. 12 dated 16.11.2023 issuing warrant of arrest.

Upon hearing of the said application, this court issued Rule with the following terms:

"Let a Rule be issued calling upon the opposite-party to show cause as to why the Order No. 23 dated 24.08.2025

passed by the learned District Judge, Dhaka in the Money Execution Suit No. 11 of 2021 rejecting the application under Section 151 of the Code of Civil Procedure, 1908 for recalling the order No. 12 dated 16.11.2023 issuing warrant of arrest, should not be set aside as to Court may seem fit a proper."

The brief facts relevant to the disposal of this Rule are as follows:

Bangladesh Chemical Industries Corporation (hereinafter referred to as 'BCIC') entered into a charter party agreement with Dubai-based Ruwaise Fertilizer Industries Company for the purchase of 27,500 (+/-) metric tons of granular urea. Universal Shipping & Trading Co. (a proprietorship concern) was accordingly nominated by BCIC as the carrier of the aforementioned fertilizer. Subsequently, in order to transport the granular urea in bulk from Ruwais, UAE to Chittagong Port, Bangladesh, the petitioner entered into a time charter party agreement with the opposite party, Pacific Gulf Shipping (Singapore) Pvt. Ltd. Pursuant to the instructions of BCIC, the vessel M.V. Greenwich, carrying the cargo, berthed at Chittagong Sea Port. The petitioner requested BCIC to make the necessary arrangements for discharging the consignments; however, due to the unavailability of such arrangements and gusty, unfavorable weather, the discharge of the consignments could not be completed within the prescribed period. Upon completion of delivery, the petitioner duly paid the

freight amount to the opposite party. Despite the existence of a force majeure clause in the charter party agreement, the opposite party initiated arbitration proceedings in the United Kingdom without following the required procedure and obtained an ex parte arbitral award on 18.06.2018.

Subsequently, after a lapse of three years from the date of passing Award dated 18.06.2018, the Money Execution Suit was filed on 18.07.2021 to realize the money awarded by the Sole Arbitrator, UK vide Foreign Arbitral Award dated 18.06.2018.

Thereafter, the opposite party filed an application dated 25.09.2023, praying for the issuance of a warrant of arrest against the petitioner. Upon hearing the opposite party, the Court issued a warrant of arrest against the petitioner by order dated 25.09.2023. Subsequently, the opposite party submitted another petition under Order XI Rule 17, seeking amendment of the petitioner's address and issuance of a warrant of arrest to the new address. The Court, after hearing the opposite party, issued a warrant of arrest against the petitioner by its order No.12 dated 16.11.2023.

Upon being informed about the warrant of arrest by a third party, the petitioner filed an application under section 151 of the Code of Civil Procedure, 1908 for recalling the Order No. 12 dated 16.11.2023. The opposite party also appeared and submitted written objection against the said petition. The learned Court upon hearing

both the parties, rejected the application vide its order dated 24.08.2025.

Being highly aggrieved by and dissatisfied with the said order, the petitioner filed this revisional application and obtained Rule.

Mr. Md. Majharul Islam, the learned Advocate appearing for the petitioner, submits that the petitioner was not properly notified about the appointment of the sole Arbitrator or the subsequent proceedings. As a result, the Execution Case was filed while keeping the petitioner completely uninformed. Furthermore, the foreign arbitral award was passed on 18.06.2018, and the instant execution suit was filed on 18.07.2021, which is after 3 (three) years and 1 (one) month from the date of the foreign arbitral award was passed. Under Article 182 of the Limitation Act, 1908, which mandates that execution proceedings for decrees must be filed within three years of the date of the decree, the limitation period for enforcing an arbitral award is three years from the date of its issuance. Therefore, the warrant of arrest vide order no. 12 dated 16.11.2023 passed by this trial court may kindly be recalled in the interest of justice.

He further submits that under section 51, read with Order XXI, Rule 37 of the Code of Civil Procedure, 1908, it is mandated that before issuing a warrant of arrest, the Court must issue a notice calling upon the person to appear before it on a specified date and to show cause why he should not be committed to civil prison. However, in

the instant case, no such notice was issued to the petitioner. Therefore, the warrant of arrest vide order no. 12 dated 16.11.2023 may kindly be recalled by the learned Court in the interest of justice.

Mr. Mohiuddin Abdul Kader, learned Advocate for the opposite party, by filing an affidavit-in-opposition, submits that the averments made by the Award Debtor-petitioner in the instant civil revision are not admitted and are emphatically denied by the Award-holder/Opposite Party. It is contended that, due to the extraordinary circumstances arising from the COVID-19 pandemic, public life and access to judicial institutions were severely disrupted. During the relevant period, Bangladesh was under strict lockdown and movement restrictions as per government directives. Public transport operated at limited capacity, and many courts functioned with reduced staff or limited hours. These circumstances made it practically impossible for litigants to file suits within the usual limitation period. The Hon'ble Supreme Court of Bangladesh, exercising its powers under Article 104 of the Constitution, had issued directives suspending the limitation period during the pandemic. It is a well-established principle that procedural laws, including limitation statutes, must be interpreted to uphold justice and equity. In extraordinary circumstances such as a global pandemic, rigid application of limitation periods would unjustly penalize litigants who, through no fault of their own, were prevented from exercising their legal rights. Therefore, the limitation period should not be applied strictly during the COVID-19 pandemic, and

the suit may be deemed to have been filed within time. Furthermore, an application was made for an online hearing during the admission stage, and the court conducted the admission hearing online on 08.08.2021, subsequently admitting the suit upon hearing.

He further submits that the instant Civil Revision filed by the Award Debtor/Petitioner is false, misleading, misconceived, and fabricated, and is specifically denied by the Award Holder/Opposite Party. It is contended that the impugned order is neither illegal nor contrary to law. The learned District Judge, after due consideration of the pleadings, materials on record, and the relevant provisions of law, rightly passed the impugned order. The findings are based on the evidence and materials available on record and do not suffer from any illegality, impropriety, misreading or non-reading of evidence, or jurisdictional error. It is further submitted that the learned Court below exercised its jurisdiction lawfully and judiciously, arriving at a correct decision after considering all relevant facts and circumstances of the case. The petitioner has failed to demonstrate any legal infirmity or material irregularity in the impugned order that would warrant interference by this Hon'ble Court in exercise of its revisional jurisdiction. Accordingly, the rule is liable to be discharged.

We have heard the submissions made by the learned Advocate of both the parties, perused the order of both the courts below and other materials on record.

Following the issuance of a warrant of arrest, the petitioner filed an application before the trial Court under Section 151 of the Code of Civil Procedure for recalling the Order No. 12 dated 16.11.2023 in Money Execution Suit No. 11 of 2021 on the ground that the foreign arbitral award was issued on 18.06.2018, while the execution suit was filed on 18.07.2021, exceeding the three-year limitation period prescribed by Article 182 of the Limitation Act, 1908. The petitioner tried to draw attention to the Court, that under Order XXI, Rule 37 of the Code of Civil Procedure, 1908, the Court must issue a notice to the judgment-debtor before issuing a warrant of arrest, requiring appearance and an opportunity to show cause. In this case, no such notice was served on the applicant.

On the day of the hearing of this application, the petitioner was asked to be present by the trial court. However, the petitioner remained absent on that day. Accordingly, the trial Court passed the following order:

> *অদ্য গ্রেফতারী পরওয়ানা রিকলের আদেশ দানের প্রার্থনার দরখাস্ত শুনানীর দিন ধার্য আছে। দায়িকপক্ষ হাজিরা দাখিলে ফিরিস্তিভোগে কাগজাদি দাখিল করেন। ইতোমধ্যে ডিক্রীদারপক্ষ হাজিরা দাখিলে হলফনামা সহকারে উক্ত দরখাস্তের বিরুদ্ধে আপত্তি দাখিল করেন। ডিক্রীদারপক্ষও ফিরিস্তিভোগে কাগজপত্র দাখিল করেছে। নথি পেশ করা হলো।*
>
> *উভয়পক্ষের বক্তব্য শুনলাম। শুনানী অন্তে রেকর্ড পর্যালোচনায় দেখা যায় যে, দরখাস্তকারী-দায়িকপক্ষ বিগত ১৮/০৬/২০১৮ খ্রি. তারিখে প্রদত্ত USD 750,000.00 সংক্রান্ত*

Arbitral Award চ্যালেঞ্জ করেছেন কিংবা উহার বিরুদ্ধে □থা□খ ফোরামে আইনের নির্ধারিত সময়ে প্রতিকার প্রার্থী হয়েছেন মর্মে কোন বক্তব্য নেই। সুতরাং দেখা □াচ্ছে যে□ তর্কিত Arbitral Award টি বলবৎ আছে। এ প্রসঙ্গে আইনের বিধান হচ্ছে An Executing Court cannot go beyond the decree.

প□ালোচনায় আরো দেখা □ায় যে□ অত্র মানি ডিক্রীজারী মামলা দায়ের হবার পর দায়িকপক্ষের বিরুদ্ধে নোটিশ ইস্যু হয়েছে। দায়িকের প্রতি নোটিশ পত্রিকায় বিজ্ঞপ্তির মাধ্যমে জারী করা হয়েছে। উক্ত পত্রিকার কপি নথিতে সামিল রয়েছে। কিন্তু দায়িকপক্ষ আদালতে হাজির হন নাই। প□ালোচনায় আরো দেখা □ায় যে□ ডিক্রীদার কর্তৃক বিগত ১২/০৩/২০২৩ খ্রি. 21 তারিখে দাখিলী The Code of Civil Procedure এর Order 21, Rule 37 তৎসহ পঠিত Section 55(1) এবং 151 মোতাবেক দরখাস্তের প্রেক্ষিতে অত্র ডিক্রীজারী আদালত কর্তৃক গ্রেফতারী পরওয়ানা ইস্যু সংক্রান্ত বিগত ২৭/০৪/২০২৩ খ্রি. তারিখের আদেশটি আইনে নির্ধারিত সময়ে □থা□খ ফোরামে দরখাস্তকারী দায়িক চ্যালেঞ্জ করেন নাই। সুতরাং গ্রেফতারি পরওয়ানা ইস্যুর আদেশটিও অদ্যাবধি বলবৎ রয়েছে।

অধিকন্তু, অদ্য দরখাস্তকারী দায়িকের উপস্থিতিতে শুনানীর জন্য ধা□ থাকলেও দরখাস্তকারী দায়িক Universal Shipping & Trading Co. a proprietor concern representated by its proprietor A.K.M. Naim Uddin Ahmed আদালতে হাজির নাই। আর নথিতে উক্ত দায়িকের বিরুদ্ধে গ্রেফতারি পরওয়ানা ইস্যু করা আছে। এমতাবস্থায়, ওকালতনামায়, দরখাস্তে এবং এফিডেভিটে প্রকৃতপক্ষে কে স্বাক্ষর করেছে তদবিষয়টি নিশ্চিত হওয়া □াচ্ছে না।

অতএব, অত্র ডিক্রীজারী আদালতে দরখাস্তকারী দায়িক আদালতের নির্দেশিত মতে হাজির না থাকায় উপরোক্ত পর্যালোচনার আলোকে দরখাস্তটি মঞ্জুরযোগ্য নয় বিবেচনায় দোতরফাসূত্রে খরচাসহ নামঞ্জুর করা হলো।

On the other hand, the status of the Award Debtor-petitioner in this civil revision is disputed and has been categorically denied by the Award-holder/Opposite Party. The unprecedented circumstances of the COVID-19 pandemic severely disrupted public life and court access. During this time, Bangladesh faced strict lockdowns and government orders that restricted movement. Public transport operated at reduced capacity, and many courts had limited staff or reduced hours. These conditions made it nearly impossible to file cases within the standard limitation period. In response, the Hon'ble Supreme Court of Bangladesh, under Article 104 of the Constitution, suspended the running of limitation periods during the pandemic. Procedural laws, including statutes of limitation, should be interpreted to promote fairness and justice. In extraordinary situations such as a global pandemic, strict enforcement of limitation periods would unfairly penalize parties unable to pursue legal remedies through no fault of their own. Therefore, the limitation period should not be strictly enforced during the COVID-19 pandemic, and this case should be considered filed within time. Additionally, an application was made for an online hearing at the admission stage, and the court conducted the admission hearing virtually on 08.08.2021, subsequently admitting the case.

In view of above facts and circumstances of the case, we find no merit in this Rule and no reason to interfere with the impugned order passed by the learned District Judge, Dhaka.

Accordingly, the Rule is discharged.

The order of stay granted at the time of issuance of the Rule stands vacated.

The Order No. 23 dated 24.08.2025 passed by the learned District Judge, Dhaka in Money Execution Suit No. 11 of 2021 rejecting the application under section 151 of the Code of Civil Procedure for recalling the order No. 12 dated 16.11.2023 issuing warrant of arrest is hereby affirmed.

The office is directed to communicate this judgment and order, at once.

(Nasreen Akter, J:)

I agree.

Kazi Md. Ejarul Haque Akondo

Md. Reza Mahmmud
Bench Officer