

**IN THE SUPREME COURT OF BANGLADESH  
HIGH COURT DIVISION  
(Special Original Jurisdiction)**

**WRIT PETITION NO. 9036 OF 2014**

**In the matter of:**

An Application under article 102 of the  
Constitution of the People's Republic of  
Bangladesh.

And

**In the matter of:**

Syed Tanvir Hossain

... Petitioner

-Versus-

Bangladesh Bank and others.

... Respondents

Mr. Md. Anisul Hasan, Advocate with  
Mr. Md. Ahsan Ullah, Advocate

...For the petitioner

None appears

...For the respondents

**Heard on 28.07.2025, 29.07.2025, 30.07.2025  
and Judgment on 30.07.2025**

**Present:**

Mr. Justice Md. Mozibur Rahman Miah

And

Mr. Justice Md. Bashir Ullah

**Md. Mozibur Rahman Miah, J.**

On an application under article 102 of the Constitution of the  
People's Republic of Bangladesh, a Rule Nisi was issued calling upon the  
respondents to show cause as to why the Memo No. Baimuni

(Oba)144/498/2002-3636-3637 dated 18.09.2002 (Annexure-E to the writ petition) issued by the respondent no. 6 cancelling-revoking the petitioners Money Changer License bearing No. বেমুনী (অবা) ১৪৪/৯৮/২৪৬০ issued dated 19.10.1998 shall not be declared to have been issued without lawful authority and of no legal effect and further to show cause as to why the respondent No. 2 shall not be directed to dispose of the petitioners application dated 22.07.2014 (Annexure-G to the writ petition), which has been received by the said respondent on the same day within a reasonable time and/or pass such other or further order or orders passed as to this Court may seem fit and proper.

The case of the writ petitioner as has been stated in the writ petition in short is:

That on 19.10.1998 the respondent no. 4, joint Director, Foreign Exchange Policy Department, Bangladesh Bank, head office, Motijheel, Dhaka issued a letter under the heading “মানি-চনজার লাই-সন্স ইস্যুকরণ প্রসং-গ” granting licence to the petitioner in faovur of his concern namely, “Tee Jay Money Exchange” undersigned by respondent no. 3 on yearly basis subject to renewal. However, on 30.12.2001 a surprise visit was made by a team of Bangladesh Bank at the premises of the Money changer office of the petitioner when they wanted to inspect certain documents which could not be shown at the moment. Then on 13.04.2002, the respondent no. 6 issued a letter titled “লাই-সন্স আত্মসমর্পন প্রসং-গ” to the petitioner asking him to surrender the licence without providing any apparent explanation for surrendering the licence. Subsequently, the petitioner on 04.05.2002 sent

a letter requesting respondent no. 2 to allow him to continue business of money exchange describing that :

“ পাক্ষিক বিবরণী অনুযায়ী বৈ-দশিক মদ্রার স্থিতি মাঃডঃ  
৫৪৫০/- পরিদর্শন দল-ক -দখা-ত পারিনি । কারন ম্যা-নজার মোঃ  
আব্দুল করিম পরিদর্শন কালে উক্ত ব্যবসায়িক কাজে অফিসের  
বাহি-র ছি-লন । এছাড়াও বিভিন্ন সত্ৰাসী ও চাদাবাজ-দর কার-ণ  
অফিস নিয়মিত খোলা সম্ভব হয়নি । যার ফ-ল বৈ-দশিক মদ্রা  
লেন-দ-নর পরিমান ও আশানুরূপ হয়নি। ”

Subsequently, on 18.09.2002 a letter was issued by the respondent no. 6 whereby the petitioner was informed that, licence issued by respondent no. 1 has been cancelled. Thereafter the petitioner on several, occasions communicated the respondents seeking withdrawal of the said cancellation order and allow him to renew the same but of no avail. Subsequently, the petitioner vide several letters dated 12.06.2010, 14.06.2010 and dated 31.07.2011 requested the said respondent to withdraw the impugned letter of cancelling the money changer licence and to renew the same but the respondent remained silent as before. Then finding no other alternative, the petitioner then served a notice demanding justice and then filed the instant writ petition.

Mr. Md. Anisul Hasan, along with Mr. Md. Ahsan Ullah, the learned counsels appearing for the petitioner upon taking us to the writ petition at the very outset submits that, before passing the impugned letter cancelling the licence of the petitioner, no show cause notice was issued giving opportunity to the petitioner to make his defence against the

allegation and therefore principle of natural justice of the petitioner has been violated.

The learned counsel further contends that though the respondents asserted that before issuing impugned letter cancelling licence, show cause notice was issued but annexure 'C' to the writ petition does not speak so rather that very annexure 'C' was issued asking the petitioner to surrender the licence to the respondent in as much as if the petitioner was given opportunity to produce required documents as well as to retain required US Dollar the petitioner could have compelled so but without doing so, the respondent, in an arbitral manner cancelled the licence vide letter dated 18.09.2002 which cannot be sustained in law.

The learned counsel further contends that, soon after passing the impugned letter the petitioner on repeated occasions asked the respondent to allow him to continue foreign exchange business vide issuing letters as evident from Annexure F, F1 to the writ petition but no reply was given on those correspondences and therefore the respondents have deprived the petitioner to continue his business.

The learned counsel further contends that, stating all the adversaries encountered by the petitioner he finally wrote a letter on 22.07.2014 (Annexure 'G' to the writ petition) requesting the respondent no. 2 to allow him to continue his business as money exchange licence holder yet it has not been considered and therefore the action taken by the respondents is totally malafide and is flagrant violation of fundamental right guaranteed to him by the constitution and finally prays for making the rule absolute. However, in support of his submission with regard to

delay in filing the writ petition, the learned counsel then placed his reliance in the decision reported in 54 DLR (AD) 131 and read paragraph no. 75 thereof and finally prays for making the rule absolute.

Record shows, one, Mr. Md. Mainul Islam, learned Advocate entered appearance for Bangladesh Bank, respondent no. 1 but he did not turn up to oppose the rule in spite of the fact that the matter has been appearing at the top of the list for hearing even today fixed for passing judgment.

However, we have considered the submission so advanced by the learned counsel for the petitioner and perused the writ petition and the documents so have been appended therewith. On going through Annexure 'B1' to the writ petition, we find that the petitioner has been given a money changer licence under the provision of section 3 of Money Exchange Regulation Act, 1947 (Act No. 7, 1947). As per the said provision we find that certain instructions have been set out there under which a licence holder can pursue the business. Apart from that, on going through the terms and conditions so provided in Annexure 'B' to the writ petition dated 19.10.1998 through which Money changer licence was issued, we find that there have been mentioned 2 circulars namely, Foreign Exchange circular No. (FE) 7 of 1997 and Foreign Exchange circular (FE) no. 2 of 1997. Then on going through clause 'ga' to annexure 'B' to the writ petition we further find that a license holder is bound to submit certain information with regard to transaction of foreign exchange periodically to Bangladesh Bank. But from the explanation so have been furnished after cancellation of licence as has been annexed as

Annexure ‘F’ and ‘F1’ to the writ petition dated 13.06.2010 and 31.07.2011 respectively that, soon after getting licence the petitioner went abroad for pursuing his studies and due to committing extortion he compelled to shut his money changer office. So from the assertion made in Annexure ‘F’ and ‘F1’ to the writ petition, it is clear that soon after receiving licence, the petitioner has never fulfilled the condition outlined in Annexure ‘B’ to the writ petition. It is the contention of the learned counsel for the petitioner that, Annexure ‘C’ to the writ petition is not any show cause notice rather it is a letter issued for surrendering license. But on going through the contents of the letter (Annexure ‘C’ to the writ petition) we find that, an inspection team of Respondent No. 1 visited the office of the petitioner on 30.12.2010 and did not find required balance of US \$ 5450 and also the transaction of foreign currency was unsatisfactory for which it requested to surrender the money changer licence which clearly comes within the mischief of condition no. ‘kha’ set out in Annexure ‘B’ to the writ petition having no necessity to issue any prior show cause notice to the petitioner before cancelling licence. Though the learned counsel for the petitioner has failed to supply us two relevant circulars as has been mentioned in Annexure ‘B’ to the writ petition, but on going through paragraph no. 7 to the decision so cited by the learned counsel for the petitioner reported in 19 BLC 417 we find that Foreign Exchange circular no. 2 of 1997 dated 14.01.1997 which runs as under:

“ ক্রয় বিক্রয়ের বিস্তারিত বিবরণ সঠিক এবং

সম্পূর্ণ ভা-ব হিসাব বহি-ত সংরক্ষণ করি-ত হই-ব । সকল

রেকর্ডপত্র ও হিসাব বহি সমূহ নির্দেশিত হওয়া মাত্র

বাংলা-দশ ব্যাং-কর পরিদর্শকগ-নর নিকট উপস্থাপ-নর  
জন্য প্রস্তুত রাখি-ত হই-ব । ”

Clearly, requirement provided in Foreign Exchange circular No. 2 of 1997 has not been complied with by the petitioner at the time of inspecting his office by a team of Bangladesh Bank dated 30.12.2001 because had the said condition complied with it would have reflected in the reply he made through Annexure ‘F’ and ‘F1’ to the writ petition though long after cancellation of the licence dated 18.09.2002 (Annexure ‘E’ to the writ petition) So, we literally don’t find any illegality of impropriety in the impugned letter issued vide Annexure ‘E’ to the writ petition which has been done as per terms and conditions so have been provided in Annexure ‘B’ to the writ petition as well as the provision enshrined in section 3 of the Foreign Exchange regulation Act 1947. Though the learned counsel has placed his reliance in the decision reported in 54 DLR (AD) 131 and read out paragraph no. 75 thereof, even though he frankly submits that, the petitioner has furnished no explanation with regard to delay in filing the writ petition soon after cancellation of licence made on 18.09.2002 and notice demanding justice has also been issued after near about one decade of the issuance of the impugned letter cancelling the license. So in absence of any plausible explanation in regard to such inordinate delay, the writ petition cannot be entertained as there has been a settled maxim “Delay defeats equity”

Regard being had to the above facts and circumstances we don’t find any iota of substance in the rule.

Accordingly, the rule is discharged however without any order as to costs.

Let a copy of this judgment and order be communicated to the respondents forthwith.

**Md. Bashir Ullah, J.**

I agree.