

IN THE SUPREME COURT OF BANGLADESH
APPELLATE DIVISION

PRESENT:

Mr. Justice Surendra Kumar Sinha, Chief Justice
Mr. Justice Syed Mahmud Hossain
Mr. Justice Hasan Foez Siddique
Mr. Justice Mirza Hussain Haider

CIVIL PETITION FOR LEAVE TO APPEAL NO.2209 of 2016.

(From the judgment and order dated 27.03.2016 passed by the High Court Division in Writ Petition No.3522 of 2016.)

WITH

CIVIL PETITION FOR LEAVE TO APPEAL NO.1059 of 2016.

(From the judgment and order dated 08.03.2016 passed by the High Court Division in Writ Petition No.2870 of 2016.)

Banichitra Pratisthan Limited:

Petitioner.

(In C.P.No.2209 of 2016)

Banichitra Pratisthan Limited and
another:

Petitioners.

(In C.P.No.1059 of 2016)

=Versus=

Bilkis Begum and others:

Respondents.

(In C.P.No.2209 of 2016)

Government of Bangladesh and others:

Respondents

(In C.P.No.1059 of 2016)

For the Petitioner:
(In C.P.No.2209/2016)

Mr. Sheik Fazle-Noor-Taposh, Advocate,
instructed by Mrs. Madhumaloti Chowdhury
Borua, Advocate-on-Record.

For the Petitioners:
(In C.P.No.1059/2016)

Mr. Sheik Fazle-Noor-Taposh, Advocate,
instructed by Chowdhury Md. Zahangir,
Advocate-on-Record.

For the Respondent:
(In C.P.No.2209/2016)

Mr. Abdul Matin Khasru, Senior
Advocate, (with Mr. A.M. Aminuddin,
Senior Advocate) instructed by Mr.
Md. Nurul Islam Chowdhury, Advocate-
on-Record.

For the Respondent No.8:
(In C.P.No. 1059/2016)

Mr. A.M. Aminuddin, Senior Advocate,
instructed by Mr. Md. Nurul Islam
Chowdhury, Advocate-on-Record.

For the Respondent Nos.1-7:
(In C.P.No. 1059/2016)

Not Represented.

Date of hearing. : 16th August, 2016

J U D G M E N T

Surendra Kumar Sinha, CJ: These petitions arise

out of an interim order. Though it is not

desirable to enter into the merit of the case in such matters, important questions of law in these matters are involved and as the parties have been litigating over the dispute for a long time, it is desirable that it should be resolved finally with a view of avoiding multiplicity of litigations and it will also augment the administration of justice. It is worth mentioning here that there has been infringement of law by the landlords and tenants in dealing with tenancy relationships. We have noticed in good number of cases that a practice has been developed by the landowners that after constructing super markets in city areas they use to realise a sustaintial amount of money from the traders as advance/salami/possession sale without executing proper deeds and evict them after expiry of the tenure and sometimes enhance the monthly rent. This type of transactions is unauthorised and illegal. This court feels that there should be a guideline in this regard and in the absence of a decision on the

point in issue similar problems would recur in respect of other tenants. Therefore, this is a proper case to resolve the issue. In deciding the law point, it is necessary to narrate short facts which are as under:

Plot Nos.14, 37, 41 and 43 of Gulshan-1, Dhaka measuring an area of one Bigha fifteen Kathas twelve Chattaks of land are commercial plots and the Rajdhani Unnayan Kartripakkha (RAJUK) leased out these plots of land in favour of the petitioners "বাণী চিত্র প্রতিষ্ঠান লিমিটেড" and "চলচিত্র প্রতিষ্ঠান লিমিটেড". They constructed a multi storey building thereon and leased out to 725 lessees as shops. The shop keepers formed a Co-operative Samity under the name "Gulshan Shopping Center Dokan Malik Bohumukhi Somobay Samity Limited". These tenants have been carrying on business thereon, some of them since 1977 and some of them since 1998 on cosmetics, stationeries, cookerries, electronic goods, garments, furniture etc. By lapse of time the building is not suitable

for the purpose of carrying on business for various reasons. More so, the owners made expansion of 2/3 floors without prior permission of RAJUK and leased out to the tenants. The tenants claimed that due to rise of price of the land and building in posh area like Gulshan, the owners adopted various devices to somehow evict them with a view to reconstructing a multi-storey building thereon for financial gains and an officer of RAJUK made a surprise visit with an Executive Magistrate and found unauthorised constructions violating the Building Construction Act, 1952 and the Magistrate disconnected the electricity line and fined the owners. This has caused lot of sufferings to the businessmen that lead to financial loss. The Samity made repeated requests to DESCO for reconnection of the electricity but no fruitful response has been received from the authority. On the other hand, the owners claimed that a fire broke out sometimes in 2003 and the building was unfit for use of the shop

keepers and accordingly they served notice upon the president and secretary of the association for vacating possession for demolition of the building. The shop keepers took repeated times and they filed Writ Petitions against the actions of the owners for eviction and unless the building is demolished, there is risk of loss of lives.

One writ petition has been filed by two tenants seeking the following relief:

"To issue a Rule Nisi calling upon the respondents No. 1-3 to show cause as to why the Inaction of the respondents to re-connect the electricity with the meter being no.185923 and DHK-19942 of the petitioner's shops premises situated at Gulshan Shopping Centre Complex in plot No 14,37,41 and 43 Gulshan-1, Dhaka should not be declared illegal, malafide, arbitrary, unreasonableness, without jurisdiction and is of no legal effect, AND as to why

direction upon the respondents No.1-3 to re-connect the electricity connection with the meter being No 185923 and DHk-19942 of the petitioners shop premises and released the electric sub-station of the Gulshan shopping Centre Complex from seale condition at Gulshan Shopping Centre Complex stand in RAJUK plot No.14,37,41 and Gulshan-1, Dhaka should not be given and after hearing the parties and perusing the cause shown, if any, make the Rule absolute."

The owners sought the following relief in another petition:

"To issue Rule Nisi calling upon the respondents to show cause as to why the failure of the respondents to take action against the unauthorized construction upon the plot Nos. 14,37,41 & 43 of Gulshan-1, namely "Gulshan shopping Centre Complex" in

pursuance of the observations and directions given in the judgment of Writ petition No. 2321 of 2007 (**Annexure-E**) and letter dated 02.03.2003 sent by the petitioners to the respondent No. 2 (**Annexure-j**) should not be declared to have been made without lawful authority and is of no legal effect, And to show cause as to why direction should not be given upon the respondents to demolish the unauthorized construction upon the plot Nos.14, 37, 41 & 43 of Gulshan -1, namely "Gulshan shopping Centre Complex", and as to why re-connection of electricity should be given to the "Gulshan Shopping Centre Complex"."

The High Court Division disposed of Writ Petition No.3522 of 2016 filed by one of the shopkeepers observing that the writ petitioner had rights to get a reply of her representation from the

writ respondents and accordingly directed the writ respondents to dispose of the writ petitioner's representation dated 9.3.2016 within 10 days. No ad-interim order was passed in the other writ petition. The owners-petitioners made the above leave petitions against the said interim order. In Civil Petition No.1059 of 2016, the learned Judge-in-Chamber made an ad-interim order directing the parties to maintain status-quo in respect of reconnection of electricity in the building.

It appears that the shop keepers through its association moved Writ Petition No.2321 of 2007 against the actions of the writ respondents from evicting them from the market. A Division Bench of the High Court Division disposed of the rule with certain observations. In the judgment it was noticed that fire broke at the time of construction causing serious damage and destruction to the building. It was observed that the owners who are the lessees of RAJUK did not come to court; that the shop keepers

were compelled to move the petition against the threatened action of the writ respondent No.2; that the constructions were made without any approved plan from RAJUK; that for safety and security of the persons in occupation, the owners should take appropriate steps in respect of the building and to allow the writ petitioners a reasonable time for an alternative accommodation with reasonable relocation or compensation on the basis of claim made by writ respondent Nos.7 and 8.

Another writ petition was filed by shop keepers association being Writ Petition No.2913 of 2008 in which a Division Bench of the High Court Division disposed of the writ petition with the observation that in view of the directions made by the High Court Division in the earlier writ petition for making enquiry about the existence of any approved plan for construction of the building, no further order was called for in the matter.

Two suits being Title Suit Nos.1632 of 2008 and 2310 of 2008 are also pending in the 8th Court of Assistant Judge, Dhaka out of which Civil Revision Nos.1801 of 2010 and 1800 of 2010 arose. In title suit No.2310 of 2008, the tenants claimed possessory rights in respect of the shop premises. The High Court Division stayed the operation of the judgment in Writ Petition No.2321 of 2007 by a judgment in Civil Revision No.1801 of 2010 which arose out of title suit No.2310 of 2008. Similar order was also made in another civil revision. In C.P. No.1556 of 2016 also the learned Judge-in-Chamber made an order of stay and this order of stay was extended till disposal of the petition. In C.P. No.2209 of 2016 which arose out of an order made in Writ Petition No.3522 of 2016, this court passed an order of status-quo in respect of reconnection of the electricity line in the shops of the building.

Admittedly the landlords and the tenants executed lease deeds reserving rights of the tenants

that they "shall have the right to transfer (of) possession of the schedule shop room with prior written consent of the first party (landlord) and on payment of Tk..... to the first party as transfer fee". It was also stipulated that even if the landlords transfer, assign, bequeath or mortgage the ownership of the property, the tenancy shall be continued even after such transfer. Arbitration clauses were also enshrined for resolving the disputes if any arose between the parties over the terms of the agreements in accordance with the Arbitration Act. Admittedly the landlords have received huge amount of money from the tenants as consideration for sale of the possession of the shop premises and they have acknowledged the receipt of the money. The amount of money received by the landlords for the space of the shop premises and the dates are mentioned below:

বিসমিল্লাহির রাহমানির রাহিম

গুলশান শপিং সেন্টার দোকান মালিক মজুমুখী সমবায় সমিতি লিঃ

বি-১৩০/এত্র, গুলশান শপিং সেন্টার (৫ম তলা) গুলশান-, ঢাকা-১২১২।

নিবন্ধন নং-০০৭৫৩, মোবাইলঃ০১৯৬৫-১৫৫৭৬৬

সূত্রঃ

তারিখঃ-----

BANICHITRA PRATISTHAN LTD.
Gulshan, Dhaka

LIST OF SHOPS WITH AREA

Ground Floor

Payment Period 1977

Shop No.	Name of Tenant	Area	Floor Sqf 850/- Price
B-1	Md. Idris Ali	270	2,29,500.00
B-2	Md. Badrul A'arn & other	255	2,16,750.00
B-3	Md. Waziulla & other	270	2,29,500.00
B-4	Md. Azizul Haque	255	2,16,750.00
B-5	Mrs. Jahnnarz. Degum	210	1,78,500.00
B-6	Mrs. Jahanara Begum	210	1,78,500.00
B-7	Ali Ahmed Talukder	255	2,16,750.00
B-8	KAB.M Ruhullah	270	2,29,500.00
B-9	Md. Anwar Hossain Bnuyan	255	2,16,750.00
B-10	Md. Belayet Hossain	270	2,29,500.00
B-11	Md. Hannan Miah	226.5	1,92,525.00
B-12	Md. Anisur Rahman	225	1,91,250.00
B-13	Mrs. Tahara Khatun	228	1,93,800.00
B-14	Mr. Faruque Ahmed	228	1,93,800.00
B-15	Md. Abdul Kader	228	1,93,800.00
B-16	Md. Jahirul Islam	228	1,93,800.00
B-17	Md, Yunus Ali	228	1,93,800.00
B-18	Md. Jamir Uddin Sarcer	228	1,93,800.00

B-19	Md. Abdul Gofur Patwary	79	67,150.00
B-19/A	Md. Nazrul Islam	37.5	31,875.00
B-20	Md. Harun-ur-Rashid	228	1,93,800.00
B-21	Iqbal Ahmed Parvez	228	1,93,800.00
B-22	Mrs. Jannatul Ferdous	228	1,93,800.00
B-23	Mohammad Hossain.	228	1,93,800.00
B-24	Md, Mizanur Rahman Helal	228	1,93,800.00
B-25	Md. Abul Hashem	228	1,93,800.00
B-27	Md. Abu Taher	110	93,500.00
B-28	Marjan Hossain	168	1,42,800.00
B-29	Mr. Asaduzzaman Faisal	168	1,42,800.00
B-30	Md. Abdul Aziz Khan	168	1,42,800.00
B-31	Mrs. Runu Wahab Khan	168	1,42,800.00
B-32	Mrs. Rafia Khatun Lovely	168	1,42,800.00
B-33	Md. Mizanur Rahman Helal	252	2,14,200.00
B-34	Masudul Islam Babul	252	2,14,200.00
B-35	Md. Abdul Mannan & other	252	2,14,200.00
B-36	Alhaj Md. Abul Hashem	252	2,14,200.00
B-37	Mrs. Rehana Begum	252	2,14,200.00
B-38	Md. Abul Hossain	252	2,14,200.00
B-39	Md. Abdur Rashid	252	2,14,200.00
B-40	Md. Khairul Alam	252	2,14,200.00
B-41	Md. Anisuzzaman	252	2,14,200.00
B-42	Wali Ahmed & other	252	2,14,200.00

B-43	Md. Anwar Hossain	182	1,54,700.00
B-44	Md. Abul Hossain.	182	1,54,700.00
B-45	Deen Islam Miah and other	182	1,54,700.00
B-46	Abul Ehsan Md. Rahmatullah and other	252	2,14,200.00
B-47	Mrs Gulshan Ara Begum	252	2,14,200.00
B-48	Kazi Abdul Mannan	252	2,14,200.00
B-49	Md. Abdur Rashid	252	2,14,200.00
B-50	Mr. Raghunath Roy	252	2,14,200.00
B-51	Mrs. Bilkis Begum	252	2,14,200.00
B-52	Engr. Israil Bhuyan Minu	252	2,14,200.00
B-53	Mohammad Ullah	252	2,14,200.00
B-54	Hafij Mowlana Mizanur Rahman	252	2,14,200.00
B-55	Mrs. Mahmuda Begum	252	2,14,200.00
B-56	Md. Ibrahim	228	1,93,800.00
B-57	Md. Ibrahim	228	1,93,800.00
B-58	Md. Harun-ur-Rashid	228	1,93,800.00
B-59	Md. Harun-ur-Rashid	228	1,93,800.00
B-60	Monir Hossain	228	1,93,800.00
B-61	Mrs. Bilkis Begum	228	1,93,800.00
B-62	Md. Rafiqul Islam	228	1,93,800.00
B-63	K A B M Ruhullah	76	64,600.00
B-63A	Md. Abul Kashem	70	59,500.00
B-64	Kazi Abul Bashar Md.Ruhullah	220	1,93,800.00

B-65	Md. Abdur Rashid	228	1,93,800.00
B-66	Md. Ali Asgar	228	1,93,800.00
B-67	Mrs. Suraya Sultana	228	1,93,800.00
B-68	Gazi Md. Anisul Huq & other	228	1,93,800.00
B-69	Md. Rafiqul Islam Bhuyan	228	1,93,800.00
B-70	Md Rafiqul Islam Bhuyan	223.25	1,89,762.50
B-71	Hazi Md. Abdus Samad	132	1,12,200.00
B-72	K.M.Akhteruzzaman	168	1,42,800.00
B-73	M.Akhteruzzaman	168	1,42,800.00
B-74	Mrs. Shamsunnahar Begum	168	1,42,800.00
B-75	Md. Abul Pasha & other	168	1,42,800.00
B-76	Md Sharif Ullah	III	94,350.00
B-77	Md. Shamsuddin	121.5	1,03,275.00
B-78	Md. Nazim Uddin	112	95,200.00
B-79	Md. Razaul Karim Bubul @ other	126.75	1,07,737.50
B-80	Ali Ahmed Talukder	126	1,07,100.00
B-81	Md. Rafiqul Islam	125.25	1,064,625.00
B-82	Sher Mohammad	168	1,42,800.00
B-84	Md. Hasan Azad	448	3,80,800.00
B-85	Md. Abdul Moyez Beg	160	1,36,000.00
B-86	Md. Abdul Moyez Beg	91.25	77,562.50
B-1/A	Md. Anisur Rahman	140	1,19,000.00

B-2/A	Md. Yunus Ali	60	51,000.00
B-3/A	Md. Abdul Gani Patwary	40	34,000.00
B-4/A	Md. Majibur Rahman & other	98	83,300.00
B-1/D	Ali Ahmed Bhuyan & other	120	1,02,000.00
B-1/E	Md. Habibur Rahman Bhuyan	72	61,200.00
B-1/F	Moidul Islam Mukul	62	52,700.00
	Total	18679	

Ground Floor: 93

First Floor

B-95	Mrs. Parvin Akhter	242	6,05,000.00
B-96	Mr. Raghunath Roy	243.75	"
B-97	Mahmuda Siddika Smriti	157	"
B-98	Md. Abdul Kader	181.50	"
B-99	Mahmud Hossain	189	"
B-101	Md. Khairul Alam Sheikh	189	"
B-102	Md. Wahiduzzaman Miah	181.50	"
B-103	Md. Abdul Khaleque	189	"
B-104	Md. Haris Miah	189	"
B-105	Abul Ehsan Md. Shamsul Arefin	186	"
B-106	Md. Mokbul Ahmed Motin	189	"

B-107	Md. Afaj Uddin	187.5	"
B-108	Bangladesh Small Ind. & Commerce	189	"
B-109	Md. Rafiqul Islam	186.5	"
B-110	Bangladesh Small Ind. & Commerce	189	"
B-111	Mr. Simon Gomes	192.5	"
B-112	Md. Sakhawat Hossain Chanchal	226	"
B-112/1	Md. Sakhawat Hossain Chanchal	226	"
B-112/2	Kazi Shafiqul Islam	226	"
B-112/3	Md. Abul Hossain & others	116	"
B-114	Md. Zakir Hossain	205	"
B-115	Md. Mizanur Rahman Helal	217	"
B-116	Md. Ashraf Uddin	216	"
B-117	Kazi Meherunnesa Minu	208	"
B-118	M. A. Awal	160	"
B-119	Md. Kamal Hossain & other	162	"
B-120/A	Khandker Arifuzzaman	165	"
B-121	K.A.B.M Ruhullah	165	"
B-122	Khandker Arifuzzaman	165	"
B-123	Nazim Uddin Molla	165	"
B-124	Md. Nazim Uddin Molla	333	"

B-125	Md. Nuruzzarnan	204	"
B-126	Alhaj Md. Abul Hashem	320	"
B-127	Md. Abul Hossain	216	"
B-128	Md. Abul Hossain	204	"
B-128/A	Shakh Mahmud Hossain	114	"
B-131	Md. Arif Hossain Chowdhury	91	"
B-131/A	Md. Habibur Rahman	208	"
B-132	Gazi Md. Jahangir Alam	222	"
B-133	Shahida Rashid Khanam	220	"
B-200	Majibur Rahman	115	"
B-201	Kamrul Ashraf Khan	222	"
B-202	Karnrul Ashraf Khan	222	"
B-203	Karnrul Ashraf Khan	222	"
B-266	Kamrul Ashraf Khan	140	"
B-267	Karmrul Ashraf Khan	140	"
B-268	Kamrul Ashraf Khan	140	"
B-169	Md. Abdur Rashid	216	"
B-270	Md. Abdur Rashid	216	"
B-200/A	Md. Arifur Rahman	24	"
B-200/1	Benjir Ahmed	120	"

B-200/2	Benjir Ahmed	100	"
B-200/3	Benjir Ahmed	100	"
B-200/4	Mr. Radheshyam Ghose Raju	177	"
B-200/5	Abu Fattah Hossain	85	"
B-200/6	Md. Shafiqur Rahman Munshi	185	"
B-200/7	Md. Munsur Ali	105	"
B-200/8	Masum Akhter Khan	112	"
B-200/9	Masum Akhter Khan	112	"
B-200/10	Md. Rakimul Mamun	107	"
B-200/11	Md. Kamal Uddin	100	"
B-200/12	Md. Abdul Mannan	104	"
B-200/13	Mrs. Rokeya Kabir	112.	"
B-200/14	Md. Delwar Hossain	103	"
B-200/15	Iqbal Hossain	118	"
B-200/16	Md. Abdul Majid	130	"
B-200/17	Md. Monir Hossain Selim	123	"
B-200/17A	Md. Selim	125	"
B-200/18	Hazi Ataur Rahman	111	"
B-200/19	Mahmud Al Shafi	105	"
B-200/20B	Afrina Sharmin	105	"

B-200/22	Mahbub Elahi Hirak Chowdhury	174	"
B-200/22A	Mrs Halima Akter	106	"
B-200/23	Md. Imtiaj Alam Hamim	182	"
B-200/24	Mrs. Halima Akhter	106	"
B-200/25	Md. Akkas Ali	120	"
B-200/26	Md. Abdul Majid	120	"
B-200/27	Md. Belal Hossain	123	"
B-200/28	Mrs. Fatema Khatun	120	"
B-200/29	Mrs, Iyrin Parvin	120	"
B-200/30	Most Arfatun Noor	120	"
B-200/31	Farjana Rashid Tania	117	"
B-200/32	Tahmina Alam.	237	"
B-200/33	Tanvir Ahmed & other	117	"
B-200/34	Md. Kutub Uddin	55	"
B-200/35	Md. Isahaq Master	55	"
B-200/36	Mrs. Shamsunnahar	117	"
B-200/37	Tahmina Alam	18	"
B-200/38	Md. Monir Ahmed	120	"
B-200/39	Most. Mamamtajun Noor	120	"
B-200/40	Md. Tofazzal Hossain	120	"

B-200/41	Md. Belal	120	"
B-200/42	A.K.M Ansarul Alarn Lincon	110	"
B-200/43	A.K.M. Ansarul Alam Lincon	110	"
B-200/44	Mrs. Sabera Hossain	120	"
B-200/45	Md. Mizanur Rahman Majumder	120	"
B-200/46	Md Farid Hossain	120	"
B-200/47	Md. Nur Nabi & other	117	"
B-200/48	Md. Abdul Wadud Bepari	118	"
B-200/49	Mrs. Shahwari lmam	120	"
B-200/50	Hamidul Haque Nayan	120	"
B-200/51	Asha Khaled	120	"
B-200/52	Dewan Abdul Aziz	120	"
B-200/53	Md. Kamrul Ashraf Khan	171	"
B-200/54	Md. Kamrul Ashraf Khan	121	"
B-200/55	Major Anwarul Islam & other	55	"
B-200/56	Md. Kamrul Ashraf Khan	121	"
B-200/57	Dewan Abdul Aziz	120	"
B-200/58	Md. Mostafa Kamal & ors.	120	"
B~200/59	Md. Mohsin & other	120	"
B-200/60	Md. Badrul Islam	123	"

B-200/61	Md. Badrul Islam	123	"
B-200/62	Md. Nur Nabi	117	"
B-200/63	Md Khalukuzzaman	118	"
B-200/64	Hazi Md. Ramij Uddin Ahmed	120	"
First Floor:	115	17078.75	
Second Floor Space		Payment period 1998 Floor Sqf. 2,000/-	Prise
	Md. Ibrahim Khokon	1000	20,00,000
B-130	Mrs. Dipali Ghose	468	9,36,000/-
B-130/1,	Md Alamgir	232	"
B-130/2	Md. Alamgir	232	"
B-134	Md. Mokbul Hossain Kazi	216	"
B-135	Mrs. Bilkis Yasmin	162	"
B-136	Mrs. Hasnatun Noor	224	"
B-137	Mrs. Bilkis Yasmin	162	"
B-138	Mrs. Rahatun Noor	222	"
B-139	Md. Sayeed Hasan Kanan	139	"
B-140	Sukanta Roy	159	"
B-141	Shamim Ahsan & other	164	"
B-142	Md. Alamgir	163	"
B-143	Md. Tofazzal Hossain	143	"

B-144	Gulshan Ara Akhi & other	164	"
B-145	Md. Saiful Islam	157	"
B-146	Md. Shahidul Islam	166	"
B-147	Md. Saiful Islam	157	"
B-148	Akram Hossain		"
B-149	Md. Rafiqul Islam	153	"
B-150	Md. Mosaddok Ali	145	"
B-151	Md. Jalal Ahmed	149	"
B-152	Mrs. Hazra Nasir	149	"
B-153	Md. A Wadud	149	"
B-154	Ahammad Ullah	150	"
8-156	Md. Shariful Huda	236	"
B-157	Md. Firoj Miah	240	"
B-158	Mrs Tahmina Sikder	236	"
B-159	Sayed A.F.M Hamidul Haq	250	"
B-160	Md. Nurul Alam	178	"
B-161	Md. Mokbul Hossain	174	"
B-162	Mrs. Khadija Begum Munni	171	"
B-163	Mizanur Rahman Helal	334	"
B-164	Khandker Rokshana Akter	173	"

B-165	Md. Najir Ahmed Bhuyan	176	"
B-166	Khandker Rokhsana Akhter	173	"
B-166/A	Md. Najir Ahmed Bhuyan	571	"
B-167	Khandker Rokhsana Akhter	173	"
B-168	Md. Abdus Salam Ali	222	"
B-169	Md. Abdus Salam Ali	272	"
B-170	Md. Rashedul Islam	237	"
B-220	Md. Selim Reza	180	"
B-226	Md. Selim Reza	180	"
B-277	DelwaraJahan Chowdhury	179	"
B-228	Mrs. Hamida Khatun	111	"
B-229	Md. Anwar Hossain	165	"
B-230	Ahammad Ullah	194	"
B-231	Sayed A.F.M Hamidul Haq	122	"
B-232	Shamima Ahmed Sweety	170	"
B-233	Mr. Ajit Serao	193	"
B-234	Mrs. Farida Yasmin	177	"
B-235	Delwara Jahan Chowdhury	175	"
B-236	Md. Firoj Miah	195	"
B-237	H.S Monul Islam	189	"

B-238	Mrs. Latifa Tahera	181	"
B-239	Mrs. Latifa Tahera	181	"
B-240	Mrs. Latifa Tahera	181	"
B-241	Md.Mohsin Hossain	187	"
B-276/A	Md. Deen Islam	216	"
B-277	Md. Delwar Hossain Bhuyan	181	"
B-280	Md. Khajo Ahmed	186	"
B-281	Md. Habib Ullah	186	"
B-282	Md. Jahirul Islam & other	186	"
B-283	B.M Shahadat Hossain	186	"
B-284	Mr. Clement Gomes	186	"
B-300/1	Mrs. Nurunnahar	228	"
B-300/2	Mrs. Shahwari Imam	167	"
B-300/3	Babu Dhiren Ch.Sheel & other	215	"
B-300/4	Md. Hasmat Zaman Talukder	120	"
B-300/5	Md. Kamruzzaman	210	"
B-300/6	Ahammad Ullah	120	"
B-300/7	Md. Nazrul Islam Kabir	82	"
B-300/7A	Kabir Bhuyan Kenedy	128	"
B-300/8	Abdullah Al Kamal Lala	120	"

B-300/10	Habibur Rahman Sachcha	120	"
B-300/11	Mrs. Sufia Rahman	120	"
B-300/12	Mrs Shamim Ara Begum	70	"
B-300/13	Khandaker Najiba Khanam	120	"
B-300/14	Alhaj Abul Bashar	215	"
B-300/15	Md. Belal Hossain	120	"
B-300/16	Md. Saiful Islam	215	"
B-300/17	Md. Uakil Uddin	118	"
B-300/18	Kazi Shahid Uddin	167	"
B-300/18A	Md. Rafiqul Islam	75	"
B-300/18B	Babu Shyamal Ch Shreel	45	"
B-300/18C	Md. Abdul Halim Miazi	77	"
B-300/19	Mrs. Rawsahan Ara Begum	113	"
B-300/20	Khandker Fazle Elahi Abdullah	120	"
B-300/21	Md. Moniruzzaman Bablu	118	"
B-300/22	Mr. Alfred Rozario	119	"
B-300/23	Safar Uddin Molla	118	"
B-300/24	Sakhina Begum	113	"
B-300/26A	Sakhina Begum	113	"
B-300/27A	Sakhina Begum	113	"

B-300-26	Md. Wali Ullah	119	"
B-300/27	Mr. Shafiqul Mowla	119	"
B-300/28	Most. Parvin Akhter	119	"
B-300/30	Md. Mamunur Rashid	120	"
B-300/31	Md. Delwar Hossain Bhuiyan	224	"

Second Floor: 98 17594

Third Floor

Payment Period 1998
Floor Sqf 1,700/- Price

B-130/3	Md. Alarngir	234	"
B-130/4	Gul (s) DCC P.M.	234	"
B-130/5	Md. Farid Uddin	234	"
B-130/6	Mrs. Parvin Akhter	234	"
B-130/7	Md. Harun-ur-Rashid	234	"
B-129/8	Md. Shahidullah Bhuyan	842.5	"
B-171	Md Kamal Uddin	187	"
B-172	Md. Monir Hossain Selim	177.5	"
B-173	Md. Aminul Haque	187	"
B-174	Md. Billal Hossain	177.5	"
B-175	Mrs. Rawshan Ara Monju	187	"
B-176	Md. Rafiq Dewan	177.5	"
B-177	Mrs. Farida Mannan	225	"

B-178	Md. Abdus Sarnad & other	213	"
B-179	Md. Morshed Alam	178	"
B-180	Md. Morshed Alam	178	"
B-181	Md. Billal Hossain	173	"
B-182	Md. Morshed Alarn	183	"
B-183	Md. Oillal Hossain	17.1	"
B-185	Md. Monir Hossain	300	"
B-185/A	Md. Monir Hossain	140	"
B-210	S.M.Kawsar	243	"
B-211	S.M.Kawsar	243	"
B-212	S.M.Kawsar Ahmed	243	"
B-213	S.M.Kawsar Ahmed	243	"
B-214	Md.Delwar Hossain Bhuyan	336	"
B-215	Md.Delwar Hossain Bhuyan	336	"
B-216	Kazi Raisuddin Rumi	272	"
B-217	Kazi Raisuddin Rumi	272	"
B-218	Kazi Raisuddin Rumi	272	"
B-219	Kazi Raisuddin Rumi	272	"
B-220	Bangladesh Furniture Ind. Owners Asso.	315	"
B-221	Bangladesh Furniture Ind. Owners Asso.	315	"

B-222	Bangladesh Furniture Ind. Owners Asso.	315	"
B-223	Bangladesh Furniture Ind. Owners Asso.	315	"
B-224	Bangladesh Furniture Ind. Owners Asso.	315	"
B-242	Mrs. Jesmin Ara	188	"
B-243	Mrs..Tahera	182	"
B-244	Sayed A.F.M.Hamidul Haq	196	"
B-245	Mrs. Farida Khatun	220	"
B-246	Sayed A.F.M Hamidul Haq	196	"
B-247	Md. Helal Hossain	184	"
B-249	Md. Anwar Hossian	180	"
B-250	Md. Bahar Uddin	180	"
B-251	Sayed A.F.M Hamidul Haq	193	"
B-252	Md. Nasirul Haque	173	"
B-253	Md. Nasirul Haque	173	"
B-254	Sayed A.F.M Harnidul Haq	170	"
B-255	Sayed A.F.M Hamidul Haq	170	"
B-256	Rubayat-e-Ferdousi	187	"
B-257	Rubayat-e-Ferdousi	187	"
B-258	Mrs. Hamida Khatun	167	"

B-259	Mrs. Harmda Khatun	167	"
B-260	Naznin Siddiq Shobha	168	"
B-261	Naznin Siddiq Shobha	168	"
B-263	Md. Hasan Azad	160	"
B-264	Md. Hasan Azad	160	"
B-265	Md. Hasan Azad	160	"
B-271	Md. Anisur Rahman	155	"
B-272	Md. Anisur Rahman	155	"
B-273	Md. Anisur Rahman	155	"
B-274	Md. Ali Ahmed	200	"
B-278	Md. Abdul Jobber	463	"
B-400/1	Md. Anisur Rahman	115	"
B-400/2	Md. Anisur Rahman	155	"
B-400/3	Md. Anisur Rahman	120	"
B-400/4	Md. Faridul Alam	120	"
B-400/5	Md. Anisur Rahman	120	"
B-400/6	Kazi Mojibur Rahman	120	"
B-400/7	Md. Harun	110	"
B-400/8	Engr. F. R. Siddique	110	"
B-400/9	Md Yasin Miah	45	"

B-400/10	Md. Abu Taher	110	"
B-400/11	Md. Shahjahan Talukder	118	"
B-400/12	Mrs. Nurunnahar	120	"
B-400/13	Mrs. Hasina Begum	120	"
B-400/14	Md. Yasin Miah	45	"
B-400/15	Mrs. Marjana Begum	120	"
B-400/16	Md. Yusuf Bepri	110	"
B-400/17	Md Abdul Jabbar Jony	110	"
B-400/18	A.M.Mohiuddin Ahmed	108	"
B-400/19	A.M.Mohiuddin Ahmed	108	"
B-400/20	Md. Abdul Gofur Patwary	105	"
B-400/21	Md. Abdul Gofur Patwary	105	"
B-400/22	Md. Anwar Hossain Khoka	108	"
B-400/23	Md. Anwar Hossain Khoka		
B-400/24	Md. Akhter Hossain	108	"
B-400/25	Md. Akhter Hossain	108	"
B-400/26	Md. Belal Hossain	120	"
B-400/27	S. M. Yunus Ali	170	"
B-400/28	Hazi Sayed Mirja	118	"
B-400/29	Md. Tajul Islam	120	"

B-400/30	Afroja Sultana	120	"
B-400/31	Chanchal Ahmed	120	"
B-400/32	Chanchal Ahmed	84	"
B-400/33.	Md. Saiful Islam	120	"
B-400/34	Farjana Afroj Rita	120	"
B-400/35	Md. Abul Bashar	120	"
B-400/36	Shaikh Tipu Sultan	120	"
B-400/37	Fakhrul Haque Kajal	120	"
B-400/38	Md. Shafiqur Rahman	120	"
B-400/39	Golam Kamrul Alam	120	"
B-400/40	Md. Saiful Islam	120	"
B-400/41	Chanchal Ahmed	60	"
B-400/42	Chanchal Ahmed	60	"
B-400/43	Alhaj Ali Akbar Babul	120	"
B-400/44	Md. Hedayet Hossain	120	"
B-400/45	Murad Ahmed	100	"
B-400/46	Md. Nur Islam	90	"
B-400/47	Md. Anisur Rahman	160	"
B-400/48	Md. Anisur Rahman	125	"
Third Floor:111		19551	

Fourth Floor		Payment Period 1998 Floor Sqf 1,500/- Prise	
B-129/C	Md. Anisur Rahman	842.5	12,63,750/-
B-130/A	Md. Shahabuddin Ahmed	105.3	"
B-301	Md. Anwar Hossain Khoka	205	"
B-302	Md. Akram Hossain	218	"
B-328	Mrs. Maskura Begum Sarker	215	"
B-329	Mrs. Nurunnahar	215	"
B-500/1	Md. Abdul Mannan	120	"
B-500/2	Md. Abdul Mannan	120	"
B-500/3	Mrs. Romena Mannan	164	"
B-500/4	Mrs. Romena Mannan	164	"
B-500/5	Md. Abdul Kader Khan	167	"
B-500/6	Md. Rafiqul Islam	120	"
B-500/7	Md. Abdul Kader Khan	167	"
B-500/8	Md. Shahabuddin Ahmed	120	"
B-500/9	Selim Mahmud	180	"
B-500/10	Md. Abu Taher	180	"
B-500/11	A.N.M. Jahangir Hossain Patwary	180	"
B-500/12	Md. Abu Taher	180	"
B-500/13	Md. Anwar Hossain	170	"

B-500/15	Bangladesh Furniture Trading Corp	120	"
B-500/16	Alhaj Ali Ahmed	120	"
B-500/17	Mahbubur Rahman Selim	120	"
B-500/18	Mahbubur Rahman Selim	170	"
B-500/19	Asha Khaled	120	"
B-500/20	Mahbubur Rahman Selim	120	"
B-500/21	Bangladesh Furniture Trading Corp.	120	"
B-500/22	"Sayeed Hasan Kanan	180	"
B-500/23	Sayeed Hasan Kanan	180	"
B-500/24	Alhaj Abul Bashar	120	"
B-500/25	Alhaj Abul Bashar	120	"
B-500/26	Alhaj Abul Bashar	120	"
B-500/27	Alhaj Abul Bashar	120	"
B-500/28	Alhaj Abul Bashar	120	"
B-500/29	Md. Danesh Miah	418	"
B-500/30	Engr. Israil Bhuyan Minu	120	"
B-500/31	Kanij Rahima	160	"
B-500/32	Kanij Rahima	160	"
B-500/33	Kanij Rahima	160	"
B-500/34	Kanij Rahima	160	"

B-500/37	Mrs. Fatema Hossain	245	"
B-500/38	Md. Akhter Hossain	240	"
B-500/39	Md. Shafiqul Islam	225	"
B-500/40	Md. Shafiqul Islam	225	"
B-500/41	Md. Sirajul Islam	165	"
B-500/42	Md. Sirajul Islam	165	"
B-500/43	Lipi Islam	165	"
B-500/44	Lipi Islam	165	"
B-500/45	Lipi Islam	165	"
B-500/43	Lipi Islam	165	"
B-500/47	Sabbir Ahmed Osmani	225	"
B-500/48	Sabbir Ahmed Osmani	225	"
B-500/49	Sabbir Ahmed Osmani	225	"
B-500/50	Sabbir Ahmed Osmani	225	"

Fourth Floor: **53** **9441.5**

CHALACHITRA PRATISTHAN LTD.

SHOP LIST

Ground Floor

Payment Period 1977
Floor Sqf 850/- Price

Shop No	Name of Tenant	Area (Sft)	
1.	Mohammad Hanif	216	1,83,600.00

2.	Md. Lokman Hossain	204	1,73,400.00
3.	Md. Abul Pasha	216	1,83,600.00
4.	Md. Lokman Hossain	204	1,73,400.00
5.	Shafrul Islam Chow: & other	216	1,83,600.00
6.	Md. Sher Ali Miah	204	1,73,400.00
7.	Md. Abul Hossain & other	216	1,83,600.00
8.	Md. Sirajul Islam Majumder	204	1,73,400.00
9.	Mrs. Tahmina Habib	216	1,83,600.00
10.	Md. Israfil Shaikh	204	1,73,400.00
11.	K.A.B.M. Ruhullah	216	1,83,600.00
12.	K.A.B.M. Ruhullah	204	1,73,400.00
13.	Md. Ruhul Amin	216	1,83,600.00
14.	Mrs. Rawshan Ara Begum	204	1,73,400.00
15.	Mr. Saimon Gomes	216	1,83,600.00
16.	Md. Abdul Hakim Bhutan	68	57,800.00
16/A	Md.Naimuddin Akhand	56	
17.	Mr. Saimon Gomes	216	1,83,600.00
18.	Mr. Saimon Gomes	204	1,73,400.00
19.	Met Abul Fazal	216	1,83,600.00
20.	Md. Abdul Aziz	204	1,73,400.00

21. Hazi Ehsan Ali	216	1,83,600.00
22. Md. Shahidur Rahman Sarker	204	1,73,400.00
23 Md. Golam Shafi	216	1,83,000.00
24 Md. Abdul Hakin Bhuyan	204	1,73,400.00
25. Mrs. Johra Begum	204	1,73,400.00
26. Md. Anwar Hossain	216	1,83,600.00
27. Md. Abdus Sattar	204	1,73,400.00
28. Md. Abdus Sattar	216	1,83,600.00
29. Habibur Rahman Sarker & other	204	1,73,400.00
30. Mrs. Saleha Khatun	216	1,83,600.00
31. Md. Habibur Rahman	204	1,73,400.00
32. Habibur Rahman Sarker & other	216	1,83,600.00
33. Md. Habibur Rahman Sarker	204	1,73,400.00
34. Md. Abdul Malek	216	1,83,600.00
35. M. Golam Siddiqi	178	1,51,300.00
36. Md. Motaleb	216	1,83,600.00
37. Md. Abdul Halim	66	"
37/A Md_ Ohid Ali	37.5	"
38. Md. Mofijuddin & other	216	1,83,600.00
39. Md. Nurul Amin & other	204	1,73,400.00

40.	Md. Minhaj Uddin	216	1,83,600.00
41.	Mrs. Fatema Begum	204	1,73,400.00
42.	Moksudul Haque Chowdhury	216	1,83,600.00
43.	Md_ SayedulHaque	204	1,73,400.00
44.	Md. Abdur Rashid Majumder	216	1,83,600.00
45.	Md. Abdus Sattar	204	1,73,400.00
46.	Md. Yunus Ali	216	1,83,600.00
47.	Md. Mokbul Ahmed	187	1,58,950.00
48.	Md.Anwar Hossain Chowdhury	216	1,83,600.00

9856.5

Payment period 1977
Floor Sqf 600/- price

First Floor

49.	Mrs. Lutfunnesa	204	"
50.	Mrs. Lutfunnesa	216	"
51.	Dr. Abdullah-al-Masum	216	"
52.	Mrs. Lima Akhter	204	"
53.	Mahmud Hossain	216	"
54.	Md. Kamal Uddin	216	"
55.	Md. Shamsuzzoha	204	"
56.	Md. Nazrullslam	204	"

57. Mrs. Jyotsna Begum	216	"
58. Sri Dhiren Chandra Sheel & other	204	"
59. Md. Abul Hashem Bepari	216	"
60. Md. Harun-ur-Rashid Bepari & other	204	"
61. K.A.B_M. Ruhullah	216	"
62. Mrs. Sayeda Parvin	204	"
63. Mrs. Hazera Begum	216	"
65. Dr. Md. Emran Hossain	216	"
66. Kafil Uddin Ahmed	204	"
67. Mrs. Sakhina Begum	204	"
68. Md. Farid Hossain	204	"
69. Mrs. Hasna Begum	204	"
70. Mahmud Hossain	204	"
71. Md. Sharif Hossain & other	216	"
72. Md. Rafiqul Islam	204	"
74. Md. Shahabuddin Russel	216	"
75. Md. Abdul Khaleque	204	"
76. Mrs. Lima Akhter	216	"
77. Akram Uddin Ahmed	204	"
78. Gulshan 1 DIT Market Kachabazar B	216	"

79. Md. Majibur Rahman & other	204	"
80. Deen Islam Miah	216	"
81. Sri Swapan Roy	204	"
82. Md. Abdus Sattar	216	"
83. Md. Nazim Uddin	204	"
84. Mohiuddin Ahmed	216	"
86. Dr. Abu/ Bashar Sarker	216	"
87. Mrs. Hosne Ara Rahman	204	"
88. Shaikh Badar Uddin	216	"
89. Md. Farid Hossain	204	"
90. Md. Farid Hossain	216	"
91. Md. Nurul Islam & other	204	"
92. Mr. Saimon Gomes	216	"
93. Md. Anisur Rahman	210	"
94. Md. Anisur Rahman	210	"
96. Md. Abdul Motaleb	360	"
	9408	

payment period 1977
Floor Sqf 450/- price

Second Floor

97. Mr. Timothy Arther Faircross	420	"
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98.	Mr. Timothy Arther Faircross	420	"
99.	Mr. Timothy Arther Faircross	420	"
100.	Mr. Timothy Arther Faircross	420	"
101.	S. M. Faisal Chisty	210	"
102.	S. M. Faisal Chisty	210	"
103.	S. M. Faisal Chisty	210	"
104.	S. M. Faisal Chisty	210	"
105.	Gulshan Shopping Banik K.Samiti	216	"
106.	Abul Bashar Md. Runullah	204	"
107.	Mrl Ataur Rahman	216	"
108.	Md. Farhan Mamun	204	"
109.	Md. Yasin Ali	216	"
110.	Md. Nurul Islarn	204	"
111.	Md. Anisuzzaman	165	"
112.	Md. Anisuzzaman	165	"
115.	Mrs. Azmal Khatun	216	"
116.	Md. Iqbal Hossain	204	"
117.	Alhaj Abdul Mannan	216	"
118.	Md. Iqbal Hossain	204	"
119.	Dewan Abdul Karim	216	"

120.	Mrs. Jahanara Begum	222	"
121.	Mrs. Jahanara Begum	222	"
122.	Mrs. Jah: nara Begum	222	"
123.	Mrs. Jahanara Begum	222	"
124.	Mrs. Jahanara Begum	222	"
125.	Mrs. Jahanara Begum	222	"
126.	Mrs. Jahanara Begum	222	"
127.	Mrs. Jahanara Begum	152	"
128.	Mrs. Jahanara Begum	152	"
129.	Mrs. Jahanara Begum	152	"
130.	Mrs. Jahanara Begum	152	"
131.	Md. Enamul rtaque Munju & other	204	"
132.	Mrs. Shirina Begum	262	"
133.	Mrs. Shirina Begum	262	"
134.	Elias Sarker & other	262	"
135.	Elias Sarker & other	262	"
136.	Mrs. Nurjahan	204	"
137.	Delwar Hossain Dulal	460	"
138.	Alhaj Sikder Abdul Latif	48.14	"
139.	Alhaj Sikder Abdul Latif	48.14	"

140. Md. Abdul Halim	96.28	"
193. Md. Abul Hossain	228	"
192. Md. Abul Hossain	228	"
194 Md. Abul Hossain	228	"
195 Md. Abul Hossain	228	"
196. Md. Abul Hossain	228	"
197. Md. Abul Hossain	228	"
198. Md. Abul Hossain	228	"

10824.78

Third Floor		Payment period 1998
	Floor Sqf	1700/- price
148. Md. Sharif Ullah	216	"
150. Md. Ekram Hossin	216	"
151. Md. Abdul Momen Patwary	204	"
152. Md. Anwar Hossain	216	"
153. Mrs. Parvin Sultana	204	"
154. Mr. Hasan Rashid Rocky	210	"
155. Mr. Hasan Rashid Rocky	210	"
156. Mr. Hossain Rashid Rakib	210	"
157. Mr. Hossain Rashid Rakib	210	"
158. S. M. Mozammel Haque	210	"

159.	S. M. Mozammel Haque	210	"
160.	Md. Abul Hossain	220	"
161.	Md. Abdul Kader	208	"
162.	Mrs. Manwara Begum	216	"
163.	Md. Saiful Islam	208	"
164.	Mrs. Manwara Begum	216	"
165.	Md. Saiful Islam	208	"
166.	Md. Kamrul Hasan Jatan	216	"
167.	Shafiqur Rahman Munshi	212	"
168.	Shafiqur Rahman Munshi	212	"
169.	Md. Nabiar Hossain	216	"
170.	Md. Golarn Mostafa	220	"
171.	Mrs. Shamsunnahar Emili	198	"
172.	Mrs. Shamsunnahar Emili	198	"
173.	Mrs. Shamsunnahar Emili	198	"
174.	Mrs. Shamsunnahar Emili	216	"
175.	Mrs. Shamsunnahar Emili	247	"
176.	Mrs. Shamsunnahar Emili	247	"
177.	Elias Ahmed	216	"
178.	Elias Ahmed	216	"

179.	Gulshan(S) DCC Paka Market Samiti	216	"
180.	Gulshan(S) DCC Paka Market Samiti	216	"
181.	Md. Shafiqullslarn		"
182.	Md. Shafiqul Islam	432	"
183.	Mrs. Anjuman Ara Haque		
184.	Mrs. Anjuman Ara Haque	432	"
185.	Mrs. Suraya Kamal	214	"
186.	Md. Monir Hossain Selim	216	"
187.	Arju Mlah	214	"
188.	Shawkat Ali Bhuyann		
B184.	Shawkat Ali Bhuyan	395	"
189.	Mrs. Kamrunnahar	225	"
190.	Md. Farid Uddin	212	"
191.	Afrina Islam & other		
192.	M. A. Kader	450	"
193.	Afrina Islam & other	212	"

10019

Fourth Floor

**Payment period 1998
Floor Sqf 1500/- price**

200.	S. H. Chanchal Ahmed		
201.	S. H. Chanchal Ahmed	400	"

202. Mafijuddin Bhuyan Fiaz		
203. Mafijuddin Bhuyan Fiaz	420	"
204. Kazi Mahmuda Delwar & other		
205. Kazi Mahmuda Delwar & other	420	"
206. Mrs. Anwara Begum	211	"
207. Md. Afaj Uddin	223	"
208. Md. Mahbubur Rahman	934	"
209. Md. Z. I. Chowdhury	209	"
210. Md. Rakib Hasan	223	"
211. Md. Kamrul Hasan		"
212. Md. Kamrul Hasan		"
213. Md. Kamrul Hasan	645	"
214. Md. Z. I. Chowdhury		"
215. Md. Z. I. Chowdhury	434	"
216. Sri Ratan Roy	223	"
217. Sudipta Roy	223	"
218. Md. Badrul Islam Chowdhury	211	"
219. Mostafizur Rahman Nayeem	217	"
220. Sumaya Islam & other	217	"
212. Emdad Ahmed Alam		"

222. Emdad Ahmed Alam	434	"
223. Mrs. Kariman Degum		"
224. Mrs. Kariman Begum	434	"
225. Md. Anwar Hossain	216	"
226. Sayed Morshedur Rahman	219	"
227. Naznin Akhter	222	"
228. Md. Monir Hossain	210	"

Space Md kamrul Ashraf Khan & Iftekhar Udd. 16850

(East Side)

Fifth Floor

**Payment period 1998
Floor Sqf 1200/- Price**

229. Md. Anisur Rahman		
230. Md. Anisur Rahman	426	"
231. Mrs. Rawshan Akhter		
232. Mrs. Rawshan Akhter	426	"
233. Doreya Hye	210	"
234. Kaniij Fatema	216	"
235. Md. Jahirul Islam		"
236. Mrs. Tapashi Paul	210	"
237. Md. Jahirul Islam	636	"
238. Mr. Jairul Islam		

239. Md. Helal Uddin		
240. Md. Helal Uddin	426	"
241. Md. Tajul Islam		
242. Md. Tajul Islam	426	"
243. Mrs. Khorsheda Begum	216	"
244. S. M. Azizur Rahman		
245. S. M. Azizur Rahman	426	"
246. Md. Khalilur Rahman	216	"
248. Md. Aminul Haque		
249. Md. Aminul Haque	426	"
250. Mrs. Koyeli	210	"
251. Md. Alim Ullah	216	"
252. Md. Abdus Sattar Mridha		
253. Md. Abdus Saltar Mridha	426	"

We noticed cropping up of various litigations over the eviction of the tenants and unauthorized extension of the building by the owners. The landlords are now using the unauthorised constructions as an instrument to demolish the building by evicting the tenants and the parties are

at loggerheads over the said dispute for a long time. Now the question is (a) whether the tenants can be evicted for the purpose of rebuilding of the premises after demolition without reserving their rights who have paid handsome amount of money towards sale of possession at the time of taking lease; (b) whether the prevailing law permits such transaction of selling possession by the landlords at the time of leasing out the premises; and (c) whether the tenants have acquired any right in the premises to continue without any registered instruments in their favour.

Admittedly the tenants purchased the possession of the shops from the landlords but the deeds were not registered. Lease within the meaning of section 105 of the Transfer of Property Act, 1882 of immovable property is a 'transfer of a right to enjoy such property, made for certain time, express or implied, or in perpetuity, in consideration of a price paid or promised, or of money, a share of

crops, service or any other thing of value, to be rendered periodically or on specified occasions to the transferor by the transferee, who accepts the transfer on such terms.' On a plain reading of this definition it is clear that it is one of contract between the lessor and the lessee for the possession and profit of land on the one side and the recompense by rent or other consideration on the other. When such contract vests in the lessee a right of possession for a certain time, it operates as a conveyance or transfer, and is a lease. It may be said otherwise that it is a transfer of a right of enjoyment of immovable property for a certain period. The price mentioned in section 105 according to the Transfer of Property Act is taken as premium.

There is distinction between the words 'premium' and 'rent'. If a payment is a consideration of being made for possession such as salami, it is a premium within the meaning of the law. This premium cannot be taken as advance of

rent, advance of right. The Supreme Court of India in Board of Agriculture Income Tax V. Sindhurani, AIR 1957 SC 729 held that 'salami' is a payment by the tenant as a present or as price for parting by the landlord with his rights under the lease of a holding. It is a lump sum payment as consideration for what the landlord transfers to the tenant. Salami is not rent. The point in issue in that case was whether 'salami' falls within the meaning of 'agricultural income' for the purpose of assessment of tax.

The Supreme Court in a latter case in Commissioner of IT V. Panbari Tea Company, AIR 1965 SC 1871 taking the definition of lease under section 105 of the Transfer of Property Act explained the distinction between 'premium' and 'rent' as under:

"The section, therefore, brings out the distinction between a price paid for a transfer of a right to enjoy the property and the rent to be paid periodically to the

lessor. When the interest of the lessor is parted with for a price, the price paid is premium or salami. But the periodical payments made for the continuous enjoyment of the benefits under the lease are in the nature of rent. The former is a capital income and the latter a revenue receipt. There may be circumstances where the parties may camouflage the real nature of the transaction by using clever phraseology. In some cases, the so-called premium is in fact advance rent and in others rent is deferred price. It is not the form but the substance of the transaction that matters. The nomenclature used may not be decisive or conclusive but it helps the Court, having regard to the other circumstances, to ascertain the intention of the parties."

The above views were taken in the context of assessment of tax upon an assessee for determination of the question as to whether the payment of 'salami' by a tenant is 'income' or 'capital' within the meaning of the Income Tax Act, 1922 and in deciding the question the court had to consider the meaning of the word 'lease' within the meaning of the Transfer of Property Act. The above views clearly signify that when the interest of the lessor is parted with for a price, it is a price paid as 'premium' and it cannot be taken as advance towards the payment of rent. The monthly payments are made for the continuous enjoyment of the benefits under the lease and this payment is called rent. In case of payment of 'premium' it is a consideration paid by the tenant for being let into possession for the purpose of creating lease. If the landlord parted with an interest for a price the tenant's status is upgraded.

Under the prevailing law any payment made by the lessee as part of the consideration of the lease is rent. Rent is a periodical payment. It is usually reserved for yearly, monthly, or quarterly and it becomes due at the end of each such period. The Transfer of Property Act does not define an agreement to lease, but section 2(7) of the Registration Act, 1908 defines 'lease' includes 'a counterpart, kabuliyat and an undertaking to cultivate or occupy.' It is an inclusive definition and used in generic term having many species in it. The legislature deliberately gives an inclusive definition. A lease of immovable property is a transfer of right to enjoy such property made in the manner specified in section 105. Section 17 of the Registration Act prescribes deed which are required to be registered compulsorily including those mentioned in clause (d) such as, 'leases of immovable property from year to year, or for a term exceeding one year, or reserving a yearly rent.' So

deeds mentioned in clause (d) of section 17 would cover cases of documents which do not involve a present or immediate transfer of lessee's right.

Leases are instruments which transfer lessee's right in the property immediately and in praesenti. In Bacon's Abridgement, a lease is defined as 'a contract between the lessor and the lessee for the possession and profits of land, etc., on the one side and recompense by rent or other consideration on the other.' According to Investopedia, 'A lease is a contract outlining the terms under which one party agrees to rent property owned by another party. It guarantees the lessee, the tenant, use of an asset and guarantees the lessor, the property owner or landlord, regular payments from the lessee for a specified number of months or years. Both the lessee and the lessor face consequences if they fail to uphold the terms of the contract.'

In *Trivenibai V. Lilabai*, AIR 1959 SC 620, the Supreme Court of India on considering section 2(7)

of the Registration Act held that an agreement to lease must be a document which effects an actual demise and operates as a lease. An agreement between two parties which entitles one of them merely to claim the execution of a lease from the other without creating a present or immediate demise in his favour is not an agreement to lease within the meaning of section 2(7). This view has been approved in a latter case in VB Dharmyat V. Shree Jagadguru Tontadrya, (1999) 6 SCC 15. In Trivenibai, it was observed:

“In construing this document it is necessary to remember that it has been executed by laymen without legal assistance, and so it must be liberally construed without recourse to technical considerations. The heading of the document, though relevant, would not determine its character. It is true that an agreement would operate as a present demise although its terms may commence at a future date. Similarly

it may amount to a present demise even though parties may contemplate to execute a more formal document in future. In considering the effect of the document we must enquire whether it contains unqualified and unconditional words of present demise and includes the essential terms of a lease. Generally if rent is made payable under an agreement from the date of its execution or other specified date, it may be said to create a present demise. Another relevant test is the intention to deliver possession. If possession is given under an agreement and other terms of tenancy have been set out, then the agreement can be taken to be an agreement to lease. As in the construction of an agreement to lease, regard must be had to all the relevant and material terms; and an attempt must be made to reconcile the relevant terms if possible and not to treat many of them as idle surplusage."

Under the Registration Act, the transfer of possessory right is required to be registered. The question now falls for consideration is whether the present tenants can be evicted in the similar manner as an ejectable tenant. There is no dispute that all the tenants paid almost at the market price of the space leased out to them. In some agreements the payment of money was mentioned and in respect of other tenants the landlords acknowledged the receipt of the money by executing hand notes. Facts remain that the landlords had acknowledged the receipt of money against the sale price of possession but the deeds were not registered. Section 53A of the Transfer of Property Act gives statutory recognition of the doctrine of part performance. To obviate the eventuality that a parole agreement relating to land has partly been performed by one party and yet by reason of some technical defect as want of the necessary registered document, such party cannot compel the other to perform his part of the

contract. Where one party has performed his part of the agreement in the confidence that the other party would do the same, it would be a fraud upon the former to suffer the latter's refusal to work to his prejudice. Section 53A also protects the interest of the transferee in possession which is used as a shield against transferor/owner. Even if a person purchases the property from the real owner, the purchaser would disentitle the person in possession on the basis of unregistered deed from disturbing his possession who is in possession pursuant to an agreement.

This court is of the view that there is no reason to negate the argument that this section will not be applicable to leases and agreement to lease. Similar principle is applicable to leases, where an agreement to lease is evidenced and the lessee is put in possession, there has been acceptance of salami and/or acknowledgment of receipt of money towards sale of possession, section 53A will be used

as shield against the owner to oust the tenant. The lessee could defend the suit for ejectment. Reference in this connection is the case of Maniklal Mansukhbhai V. Hormusji Jamshedji (1950) SCR 75. It has been held in that case that in cases of lease the legislature has recognized that the equity of part performance is an active equity as in English law and is sufficient to support an independent action by the plaintiff.

Coupled with this provision, section 49 of the Registration Act which also protects the rights of the person in possession pursuant to an agreement. It enacts that a document which is required to be registered under section 17 can either create a right in immovable property or be received as evidence of such right. Apparently the documents of the tenants are hit by section 17. So the above provisions are applicable to the area we are dealing with. The documents of lease can be used for collateral purpose of possession to prove the

existence of an agreement for sale of the property. The Registration Act, does not distinguish between tangible and intangible immovable property and makes registration optional in the case of all immovable property of value less than Tk.100/-. A sale of intangible immovable property can only be made by a registered instrument, whatever the value of such property may be and a sale of tangible immovable property, though of a value less than Tk.100/- must also be effected by a registered instrument unless it is effected by delivery of possession.

Section 54 of the Transfer of Property Act defines 'sale' which is a transfer of ownership in exchange of a price paid or promised or part paid or part promised. Therefore, it is significant to note that section 54 comprehends the value of the property as distinguished from the purported consideration of alienation and even if the property worth more than Tk.100/- is transferred for a

consideration of less than Tk.100/- it cannot be done without a registered document.

While under the Registration Act, a lease of immovable property other than a lease from year to year, or for a term exceeding one year, or reserving a yearly rent need not be registered, yet the Transfer of property Act, such as a lease (section 107) may be made either by a registered instrument or by oral agreement accompanied by the delivery of possession. Similarly, while under the Registration Act a gift of movable property need not be registered, yet under the Transfer of Property Act, under section 123, such gift may either be made by a registered instrument, or by delivery. This inconsistency has been noticed by Garth, C.J. in *Narain Chaunder V. Dataram Roy*, (1882)8 Cal 597.

So, we find that there can be one mode of transfer of immovable property (a) by registered instrument and (b) by delivery of possession, and a sale cannot be effected in any other way. The title

of the land cannot pass by mere admission of the owner when the statute requires a registered deed of sale. An agreement for sale is not a document of transfer nor by reason of execution of power of attorney, the right, title or interest of immovable property can be transferred. The ownership of the property does not pass and/or transfer until registration of the deed is effected. The ownership under the sale deed passes on the date of execution of the sale deed irrespective of the date of registration by reason of section 47 of the Registration Act. Under the latter provision the title relates back to the date of execution for the purpose of priority once the registration is effected. So, a registered deed will not be defeated by another deed executed later but registered earlier.

Section 10 of the Premises Rent Control Ordinance, 1963 prohibits acceptance of premium, salami or any money more than one month's rent by

the landlord. Similar provision is also provided in the Premises of Rent Control Act, 1991. It says:

"10 Premium, salami or fine not to be claimed, received or asked for or advance or more than one month's rent not to be claimed or received- No person shall, in consideration of the grant, renewal or continuance of a tenancy of any premises-

(a) claim, receive or invite offers or ask for payment of any pre-mium, salami, fine or any other like sum in addition to the rent; or

(b) except with the previous written consent of the Controller, claim or receive the payment of any sum exceeding one month's rent of such premises as rent in advance."

There is an exception to the above provision and the landlord can receive premium or salami in addition to the rent in respect of a premises which

are let out for a period not less than twenty years for the purpose of development/building/re-building, if the period is not expressed to be terminable by the landlord within ten years from the date of commencement of the tenancy. The present agreements of the tenants do not provide for a period not less than twenty years although the tenants are in possession over such period. Therefore there is no doubt that the landlords violated section 10.

Though there is strict restriction not to claim any premium, salami or rent more than one month in advance, it is a natural phenomenon prevailing in the country that the landlords are taking advance money from the tenants towards advance, salalmi or sale of possession without executing registered instruments. Even after taking huge amount of money equivalent to the sale price of the space, they let out the shops or spaces to other tenants after evicting the old tenants on the expiry of the specified period on taking more money in the similar

manner. The poor tenants are handicapped in the hands of mighty landlords and surrender to the wishes of the landlords.

In the case in hand the tenants made advance money not against adjustment of rent. They paid money towards the sale of possession of the premises. Clause (a) to section 10 specifically prohibits invitation of offer for the payment of such money in the form of premium, salami etc. This acceptance of sale price is not only void under section 23 of the Contract Act as its object was not lawful, it is also contrary to sections 10(b) and 11 of the Premises Rent Control Act. This premium or salami or sale price can be made with prior permission of the Rent Controller under section 10(b). It was held in *Shamsuddin Ahmed V. Mohammad Hossain*, 31 DLR(AD)155 that despite there is bar if the landlord realizes such money, the tenant will not get any benefit if he makes default in payment of rent in view of the fact that this agreement is

unenforceable. There is no allegation that the tenants have defaulted in the payment of rent. In another case in *Maherunnessa Khatun V. Abdul Latif*, 38 DLR(AD)196, it has been observed that it merely prohibits the premium, salami in advance without the consent of the Controller and that the tenant in occupation is compelled to pay the arrears of municipal tax, which must be deducted from the payment due.

In view of the above discussions, only a charge, premium, rent (32 DLR (AD) 170), which is valid can be received by the landlords under our law of the land under section 105 of the Transfer of Property Act. But any advance more than one month's rent is not permissible. An agreement which varies the amount of rent or other essential terms of a lease amounts to a fresh lease and must be registered as such. (*Durga Prosad Singh V. Rajendra Narain Singh*, (1914) 40 I.A. 223 and *Lalit Mohan V. Gopali*, 12 I.C.723 (FB)).

In Shamsuddin Ahmed (supra), the monthly tenancy was created in 1973 fixing monthly rent of Tk.600/- and advance of Tk.9200/- was paid which amount was adjustable in two years in monthly installment of Tk.800/-. The suit was filed on the seventh month of the execution of the agreement on the ground of bonafide requirement and non-payment of rent in accordance with the contract. The trial court decreed the suit, the High Court Division affirmed the judgment. This court held that the agreement is hit by sections 10 and 23 of the Contract Act, inasmuch as, the object of the agreement in question was not lawful and that a part of the consideration of the transaction was also contravened section 10(b) of the Premises Rent Control Ordinance, inasmuch as, the object was to realize a sum of Tk.9200/- by way of advance which is prohibited by law. This court also held that in view of the payment of advance money the tenant was not a defaulter in paying the rent as long as the

landlord had adjusted the amount towards the monthly rent. This court allowed the appeal.

In *Maherunnessa Khatun V. Abdul Latif*, 38 DLR (AD) 196, the suit for eviction was filed on the ground of default and also sub-letting the premises in violation of the agreement. The suit was decreed by the trial court and on revision the High Court Division reversed the judgment. In that case also the High Court Division observed that the agreement was void under section 23 of the Contract Act in view of the fact that as per agreement the tenant would have to pay municipal taxes including the arrear of municipal taxes, if any, which was prohibited by section 10 of the Premises Rent Control Ordinance. This court held that the High Court Division misconstrued section 23 of the Contract Act, inasmuch as, the High Court Division made the above observations overlooking sections 9 and 13. It further held that section 9 has clearly made it a term of the tenancy thereby making it a

local consideration and section 10 prohibits the premium, salami etc. and acceptance of rent exceeding one month in advance. When section 9 expressly sanctions such consideration as implied prohibition cannot be read with into the words of section 10 to bring a consideration within the ambit of law. However, on the question of default and sub-letting unfortunately this court was totally silent and set aside the judgment of the High Court Division.

Under the old law as well as the new law, there is an exception to the above restrictions in section 11 of the premises Rent Control Act which is similar to the old Ordinance. It authorizes the landlord to receive premium or salami or other sum in addition to the rent in respect of the premises. This is an exception to section 10 of the Act and the landlord can take advance as premium or salami or other like sum in addition to the rent if a lease is executed for a long term and if the period limited by the

lease is not expressed to be terminable at the option of the landlord at any time within a period of ten years from date of commencement for the period so limited. It is a privilege accorded to the landlord to facilitate construction of the building for the purpose of lease and this financial advantage cannot be equated with any other receipt of advance money from the tenant other than one month's advance rent. However, we have noticed in a good number of cases that the landlords are claiming advance as security money from the tenants even in case of letting out premises for a limited period. This is totally unauthorised.

There is provision under section 14 for refund of rent, premium, salami not recoverable from the tenant if the landlord has illegally received from the tenant. There was corresponding provision in the Ordinance of 1963 also. It provides that if any amount as aforesaid is paid or deposited with the landlord in advance the tenant may recover such

amount through the Controller on his application to be made within six months from the date of such payment or deposit and the Rent Controller shall direct the refund of the said money or in the alternative, the Controller may direct for adjustment of the said amount towards the monthly rent at the option of the tenant. This provision is not applicable to the case of the tenants, inasmuch as, the landlords have not leased out the premises in accordance with section 11.

It is on record that the electricity has been disconnected from the premises for no fault of the tenants. Section 33 enjoins the tenants to have electricity connections without the permission of the landlord. The electricity disconnection was made in violation of section 33. Some of the tenants are in occupation for 39 years. In the facts of the given case it cannot be altogether denied that the tenants have acquired no rights to continue as tenants despite the fact that no registered deeds

were executed in their favour, inasmuch as, the interest of the owners has been parted with to the tenants. They are also entitled to get electricity connection in the premises. Most of the tenants paid huge amount of money to the landlord. We noticed that one landlord had received Tk.28,00,000/- from a tenant for a space measuring 6,500 square feet on 10.08.1999. The landlords have also executed some lease deeds with some tenants under the heading "গুলশান ফ্লোরের লীজ পজিশন বিক্রি চুক্তির দলিল". In one document the landlord received Tk.83,00,000/- from two tenants for sale of possession of floor for 99 years. Besides, they have been realizing rent every month from the tenants and the rents have been increased from time to time as per agreements.

The documents clearly show that a substantial amount of money was received on the plea for selling the possession of the space for shop premises. The tenants have given the right of transfer of possession subject to payment of transfer fee. This

sale of possession is hit by section 54 of the Transfer of Property Act, sections 17 and 49 of the Registration Act, and section 23 of the Contract Act, but this does not mean that the tenants can be evicted treating them as ejectable tenant. They have acquired interests in the premises by reason of payment of money towards sale of possession and their interest is protected under section 53A.

The landlords made unauthorized constructions on taking money from the tenants and the mobile court found the authorized constructions in the building and fined the landlord "বাণী চিত্র প্রতিষ্ঠান লিমিটেড". This was done without the knowledge of the tenants. The tenants claimed that the landlords with a view to evicting them in connivance with the RAJUK arranged a surprise visit of the Executive Magistrate and disconnected the electricity with a view to compelling them to vacate the shop premises so that the landlords can raise multi-storey building after the demolition of the present

structures. There was no fault on the part of the tenants in respect of the unauthorized constructions and it was the landlords who made the unauthorized constructions for monetary gains and realized huge amount of money from the tenants. Due to disconnection of the electricity for the fault of the landlords the tenants have been suffering a lot in their businesses.

At any event it is an admitted fact that now the building is not under condition of occupation and there was unauthorized constructions as well. So the building is required to be demolished over which both the parties have agreed, but the landlords without arranging any alternative arrangement to the shop keepers wanted to evict them who have been running their businesses some of them since 1977, some of them since 1978 and some of them since 1998. They not only stopped in their illegal acts, they have also moved the High Court Division seeking a direction to implement the judgment in Writ Petition

No.2321 of 2007, that is to say, to dismantle the structures. In the said judgment the High Court Division has not noticed the violation of law by the landlords in making the constructions and for their laches the tenants have been sustaining financial loss.

It is on record that the parties are at loggerheads over the possession and dispossession of the shop premises. If the tenants are evicted and the buildings are demolished, the landlords will be benefited immensely, inasmuch as, they would realize huge amount of money from the expected purchasers by selling shops and apartments since the plots in question are situated in a very posh area, but as a matter of fact, they have received the actual sale price of the land and building from the tenants at the time of leasing out the premises. Due to ignorance of law and/or ill advice, the tenants paid huge amount of money towards the price for selling

possession without registered deeds which was totally prohibited by law.

Accordingly this court holds that no landlord or house owner can take any money on the plea of selling possession without executing any registered instrument from any person/tenant. This mode of such transaction is prohibited by law, but it is being practised by the landlords from time immemorial. But despite non-registration of the deeds, the tenants cannot be evicted as ejectable tenants as the landlords have parted with their interest. The manner of receipt of such money is tantamount to proportionate selling of the ownership of the land and building but without any legal basis. The tenants cannot be taken to be monthly ejectable tenants in the eye of law, inasmuch as, they have acquired an interest in their respective premises. The landlords are defrauding the tenants by resorting to illegal practices by receiving sale price of possession of the shops from the tenants

without executing registered deeds. Landlords can recover possession from them on repayment of the advance money with compensation from the date of receipt of the money and the compensation can only be assessed by a court of law.

We want to make it clear that a tenant under such circumstances cannot be evicted from the premises as an ordinary ejectable tenant by the landlord. It is the landlords who have compelled tenant to make such payment. This Court record its dissatisfaction the manner in which the electricity of the premises has been disconnected without any intimation to the tenants. So we modify our earlier order and observed that the shop keepers are legally entitled to electricity connection. If the electricity is restored, they will pay the necessary fees and bills till they vacate the shop rooms. Shop keepers are earning their livelihood from their businesses and they have other dependents in their families. These persons cannot be thrown on the

street in the manner the landlords contemplating to evict them by resorting to punitive measures by compelling them to vacate the premises. They can evict them subject to the payment of proper compensation, which will be equivalent to the present market price.

Learned Counsel for the landlords realising the infraction of law by landlords volunteered that the landlords would provide shop rooms to the tenants after reconstruction if they pay the market price. By demolition of the construction, the tenants' rights or interest whatever could not be impaired. It is contended by the learned counsel for the land owners that the landlords have undertaken construction of a multi-storey building keeping provisions for shops in some floors at the lower levels and apartments at the upper floors and as per prevailing law, in constructing such multi-storey building sufficient space have to be spared. Accordingly there would be shortage to space for

accommodation of all the shop keepers in the new building. The submission of the learned counsel is partially correct, but at the same time, it should be kept in mind that whatever space the owners will sacrifice can be recovered by making more floors at the top. At present there is existence of five floors in the building, but the owners can raise at least twenty storey building and the space which they will sacrifice can be recovered. The owners will sacrifice some land for car parking and installation of lift.

Considering the facts and circumstances of the matter, this court hold the view that after the reconstruction of the building, these tenants shall be given shop rooms in the following manner. The shop keepers who possess less than 100 square feet space shall be given 5% less space and those who possess the above space shall be provided with less than 10% of the space in the same floors they are now possessing. If the ground floor is kept for car

parking and office space for staff, they would be provided with shops in the first floor and the other shop keepers would be allotted in the similar manner on the upper floors. They will get priority in the process of allotment of space. Learned counsel for the owners submitted that if it is not possible on the part of the shop keepers to pay the market price, the owners would face various complications. As observed above, the shop keepers have already paid almost the market price of the space which they are now occupying. Since a modern multi-storey building would be constructed on the plots, we direct the shop keepers to pay $\frac{1}{4}$ th of the standard market price to the landlords as may be paid by other desiring purchasers. The landlords are under obligation to execute and register the sale deeds in proportion to the space in favour of the tenants. In no case the land owners can demand more than the price fixed above. If there is any violation of the direction made by this court, the shop keepers have

the remedy before this court against the owners by making proper application for violation of the direction given by this court.

We further direct the owners of the plots to execute and register the sale deeds on receipt of the consideration amount from the shop keepers within 4(four) weeks from the date of receipt of the amount. The owners cannot dispossess the tenants before approval of plan by the RAJUK for constructing the multi-storey building on the plots and till such date the shop keepers shall remain in possession of the shops. The construction must be completed within three years from the date of taking possession and in case of failure to handover possession within the above time, the landlords shall pay compensation to the tenants.

All the writ petitions relating to the disputed plots are disposed of in the light of the observations made above. All suits or other legal proceedings pending in respect of the property in

any court between the parties shall stand deposed of
and this judgment shall govern all those suits and
proceedings.

C.J.

J.

J.

The 16th August, 2016

Md. Mahub Hossain.

Approved for reporting.