

Artha Rin Suit No. 245 of 2025

Bangladesh Form No. 3701

HIGH COURT FORM NO.5 (2)

HEADING OF JUDGMENT IN ORIGINAL SUIT/CASE

DISTRICT- DHAKA

IN THE COURT OF ARTHA RIN ADALAT NO. 6, DHAKA

Present : Mr. Md. Hasan Zaman,
Judge (Joint District Judge)

Date of Judgment : 17th day of November, 2025

Artha Rin Suit No. 245 of 2025

Dutch Bangla Bank Limited

Kalampur Branch, Dhamrai, DhakaPlaintiff

-Versus-

Md. Delwar Hossain and OthersDefendants

This case came up for final hearing on 29.05.2024, 15.07.2024, and 25.08.2025.

In presence of :

Mr. Monjur Elahi PoragAdvocate for Plaintiff.

Mr. Md Abu Sayed ShimulAdvocate for Defendants.

And having stood for consideration to this day, the court delivered the following judgment:-

The plaintiff Bank filed this present suit under the **Artha Rin Adalat Ain, 2003** for recovery of **Tk. 14,63,741.89 (Taka Fourteen Lacs Sixty-Three Thousand Seven Hundred Fourty One point Eighty Nine only)** as on **05.02.2023**.

The suit was filed on 14.02.2023 before the **Artha Rin Adalat No. 1**, Dhaka, being registered as **Artha Rin Suit No. 159 of 2023**. Subsequently, by order dated 19.06.2025 passed by the learned District Judge, Dhaka the said suit was transferred to this Court, where it has been re-registered as **Artha Rin Suit No. 245 of 2025**.

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Plaintiff's Case in Brief

1. The plaintiff, **Dutch-Bangla Bank Limited**, is a banking company duly incorporated under the Companies Act, 1994 and governed by the provisions of the Bank Companies Act, 1991. The defendant No.1 is the borrower, mortgagor & guarantor while the defendant No.2 and 3 are mortgagor & guarantors of the credit facilities availed of by defendant No.1 from the plaintiff bank.

2. At the request of defendant No.1, the plaintiff bank sanctioned a term loan facility namely **"Somridhi" of TK. 15,00,000/- (Fifteen) Lacs** in favor of the defendant No.1 vide Sanction letter dated 06.03.2019. The defendant No.1 accepted the sanction letters along with the terms and conditions stipulated therein and executed various charge documents in favor of the plaintiff bank. As security for the aforesaid investment facilities, the defendant Nos.1 executed a registered Deed of Mortgage **being No. 3714 dated 09.04.2019** and a registered Irrevocable General Power of Attorney **being No. 3715 dated 09.04.2019** empowering the plaintiff bank to sell the mortgaged property described in the schedule for realization of its dues. The defendant No.1 also executed a letter of **Hypothecation dated 03.04.2019 and a notarised Power of Attorney** to sell the Hypothecated properties dated 18.03.2019 in favor of the Plaintiff Bank.

3. The plaintiff bank duly disbursed the sanctioned investment facilities which were availed of and enjoyed by the defendant No.1 in the course of its business activities. However, the defendants, with mala fide intent, failed to repay the investment amounts within the stipulated periods. Despite repeated requests, reminders, and letters from the plaintiff bank, the defendants neglected and failed to adjust the outstanding liabilities.

4. As on **05.02.2023**, the total liabilities of the defendants stood at **Tk. 14,63,741.89 (Taka Fourteen Lacs Sixty-Three Thousand Seven Hundred Forty One point Eighty Nine only)** inclusive of accrued interest. Although on several occasions the defendants acknowledged their liabilities, they deliberately failed to make payments. Consequently, the plaintiff issued a **Legal notice** dated 27.04.2023, however, the defendants failed to comply with the said notice and did not contact the plaintiff bank in this regard.

5. The plaintiff bank could not realize its dues by selling the mortgaged property prior to filing the present suit as no potential auction participants turned up to make the bid. The defendants' communications and conduct have made it evident that they will not settle the outstanding liabilities unless compelled by due process of law. As of 05.02.2023, the admitted liability of the defendants stood at **Tk. 14,63,741.89/-**. Having failed in all attempts to recover its dues amicably, the plaintiff bank has compelled to file this instant suit.

Defendant's Case :

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6. **Defendant No.1 contested the suit filing Written Statement contending inter alia that** the defendant No.1 is the proprietor of “**M/s Lucky Bastroy Bitan**” which availed a credit facility of TK 15 Lacs in the year 2019 from the plaintiff bank. The defendant asserts that after availing the loan facilities, he paid of **Total 8,97,982.75/-** to the plaintiff on various occasions. The plaintiff has claimed the principal loan amount of Tk. 15,00,000 along with interest at a rate exceeding 13%, which is not acceptable. Although the sanction letter stipulates an interest rate of 13% and an additional 2% on the outstanding amount, the plaintiff has calculated nearly double the said 13% interest while instituting the present suit. The plaintiff bank has filed this suit solely with the intent of deriving undue profit and causing unnecessary harassment to this defendant. The defendant has no mala fide intention to misappropriate the loan amount. In view of the above facts, the defendant prays that the instant suit be dismissed with costs.

Issues:

7. The following issues has been framed for proper adjudication of the case :
- 1) Whether the suit is maintainable in its present form and prayer?
 - 2) Whether the plaintiffs have any cause of action for filing the suit ?
 - 3) Whether the suit is barred by Limitation ?
 - 4) Whether the plaintiff Bank is entitled to recover the claimed amount from the defendant?
 - 5) Whether the plaintiff Bank is entitled to obtain a decree as prayed for?

Discussions and Decisions:

8. To prove the plaint case, the plaintiff examined 01 witnesses namely **Md Moniruzzaman as P.W.1** before this court. **During examination of P.W.1** the following documents were produced and proved, which have been marked as Exhibits:-

1) Letter of Authority	Exhibit-1
2) Sanctioned Letter	Exhibit-2
3) Charged Documents	Exhibit-3 Series
4) Mortgage deed dated 04.04.2019 and IPOA	Exhibit- 4 Series
5) Legal Notice and Postal receipt	Exhibit-5
6) Auction Advertisement	Exhibit-6

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7) Bank Statement	Exhibit-7
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9. On the other hand, to prove the defendant's case, the defendants examined 01 witnesses namely **Md Dewlowar Hossain as D.W.1** before the court. During examination of **D.W.1**, no documents were exhibited.

Decision with Reasons

10. **P.W.1** for the plaintiff and **D.W.1** for the defendants has given statements admitting the facts of the plaint and written statements respectively.

11. Issue no. 1, 2 and 3 : Whether the suit is maintainable in it's present form and prayer? + Whether the plaintiffs have any cause of action for filing the suit ? Whether the suit is barred by limitation?

All these issues are taken up together for the sake of brevity and convenience.

Upon evaluation of the pleadings and the evidentiary materials on record, it is evident that although the defendants have questioned the maintainability of the suit, they have failed to substantiate such objection through any evidence. Conversely, the plaintiff bank, being a duly incorporated company under the Companies Act, 1994 and a financial institution within the meaning of the Artha Rin Adalat Ain, 2003, is competent to institute proceedings for recovery of its outstanding dues. The plaint has been presented in proper form in compliance with Section 6(4) of the Ain, supported by requisite court fees and accompanying charge documents. No procedural or legal defect is apparent. Accordingly, the suit is maintainable in law.

12. The pleadings further disclose a clear cause of action. The plaintiff sanctioned credit facilities in favour of the defendants' proprietorship concern, secured by execution of charge documents and mortgage of immovable property. After availing the credit facility, the defendants defaulted in repayment, resulting in an outstanding liability of Tk. 14,63,741.89/-. Repeated demands and the legal notice dated 17.10.2022 elicited no compliance. The plaintiff's attempt to recover its dues through auction of the mortgaged property also failed, necessitating institution of the present suit on 14.02.2023. As the cause of action arose on 17.10.2022, the suit has been filed within the prescribed period of limitation. In these circumstances, it is held that the suit is maintainable, supported by a valid cause of action, and not barred by limitation, and the issues are accordingly determined in favour of the plaintiff.

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13. Issue No : 4 and 5 : Whether the plaintiff Bank is entitled to recover the claimed amount from the defendant? + Whether the plaintiff Bank is entitled to obtain a decree as prayed for?

Upon consideration of the pleadings, evidence, and documents placed before the Court, all the issues are taken up together for the sake of convenience and brevity. From the plaint and the accompanying schedule, it appears that the Plaintiff, **Dutch-Bangla Bank Limited**, a banking company duly incorporated under the Companies Act, 1994 and regulated by the provisions of the Bank Companies Act, 1991, has instituted the present suit seeking recovery of **Tk. 14,63,741.89/-** as outstanding dues as of **05.02.2023**. It is an admitted position that **Defendant No.1** is the proprietor of **M/s Lucky Bastroi Bitan** and had availed the credit facilities as borrower and guarantor, while Defendant Nos.2 and 3 stood as mortgagor and guarantor respectively.

14. In terms of **Section 6(4) of the Artha Rin Adalat Ain, 2003**, a plaint supported by an affidavit is admissible as substantive evidence. To substantiate its claim further, the Plaintiff examined **Md. Moniruzzaman as P.W.1**, who deposed in consonance with the averments in the plaint and corroborated the documentary evidence submitted as exhibits. The loan documents on record reveal that, upon the request of Defendant No.1, the Plaintiff Bank sanctioned a **Term Loan “Somridhi” amounting to Tk. 15,00,000/-** vide the Sanction Letter dated 06.03.2019 (**Exhibit-2**). The said sanction and disbursement of funds remain undisputed, as the Defendant’s witness, D.W.1, did not deny receipt of the credit facility during cross-examination. The charge documents (**Exhibit-3 series**), mortgage deeds (**Exhibit-4**), and the irrevocable power of attorney (**Exhibit-4(1)**) collectively establish the authenticity and enforceability of the loan transaction.

15. The legal notice issued by the Plaintiff Bank (**Exhibit-5**) indicates that Defendant No.1 subsequently defaulted in repayment. As of **10.10.2022**, the amount due stood at **Tk. 14,91,119.43/-**. At the time of institution of the suit, the Plaintiff claimed **Tk. 14,63,741.89/- calculated up to 05.02.2023**. The account statement of M/s Lucky Bastroi Bitan (**Exhibit-6**) corroborates this outstanding liability. Although D.W.1 claimed that Defendant No.1 had repaid a total of **Tk. 16,67,982/-** at various times, he failed to produce any supporting documents. In contrast, the Plaintiff’s account statement clearly reflects outstanding dues of **Tk. 14,63,741.89/- as of 05.02.2023**. Therefore, the defendant’s claim of payment is devoid of evidentiary value.

16. From the materials on record, it is evident that the loan in question became classified due to persistent default on the part of Defendant No.1, who also failed to make any payment during the pendency of the suit. The Plaintiff has successfully established,

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through both oral and documentary evidence, that **Tk. 14,63,741.89/-** remains unpaid and outstanding.

17. Under Section 6(5) of the Artha Rin Adalat Ain, 2003, since Defendant No.1 is the principal borrower and Defendant Nos.2 and 3 stood as mortgagor and guarantor respectively, all the Defendants are jointly and severally liable for repayment of the outstanding dues of the Plaintiff Bank.

18. Accordingly, upon comprehensive evaluation of the plaint, written statements, depositions, cross-examinations, and the documents on record, this Court finds that the Plaintiff Bank has succeeded in proving its claim. Hence, **Issues No.4 and 5** are decided in favour of the Plaintiff, who is entitled to recover **Tk. 14,63,741.89/-** from the Defendants jointly and severally.

In result the case succeeded.

Court fee paid is correct

Hence,

It is Ordered

That the present suit be decreed on contest against Defendant Nos. 1–3 with costs for an amount of **Tk. 14,63,741.89/ (Taka Forteen Lacs Sixty Three Thousand Seven Hundred and Forty One point Eighty Nine only) up to 05/02/2023**. The Plaintiff shall be entitled to receive the said amount together with interest or profit as applicable under the prevailing laws or rules from **14/02/2023**, i.e., the date of filing of the suit, until full realization.

The Defendants are directed to pay the decree amount, together with interest or profit, in favor of the Plaintiff within sixty (60) days of the pronouncement of this judgment. In the event of default, the Plaintiff shall be entitled to recover the decree amount through lawful proceedings before the Court.

If the Defendants have made any payments during the pendency of the suit, the Plaintiff is directed to adjust the same in accordance with the law.

Typed & Corrected by Me

Md. Hasan Zaman
Judge (Joint District Judge),
Artha Rin Adalat No-6 ,Dhaka

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Judge (Joint District Judge),
Artha Rin Adalat No-6 ,Dhaka.