

**Present : Md Hasan Zaman, Judge, Artha Rin Court No.1 Dhaka**

Order No- 98

Date- 30.04.2026

Today is fixed for submission of paper publication and for hearing of the application filed by Defendant No. 5 seeking further examination of his alleged signatures by a handwriting expert and for cross-examination of P.W.1.

The Plaintiff and Defendant No. 5 are found present by filing hazira. The Plaintiff has submitted the copy of paper publication. The record is taken up for hearing of the application filed by Defendant No. 5.

This application has been filed by Defendant No. 5 praying for further forensic examination of the disputed signatures by another handwriting expert, challenging the credibility and acceptability of the report dated 28.08.2025 submitted by the Handwriting Expert of the CID Forensic Laboratory, Malibagh, Dhaka.

It appears from the record that the Defendant No. 5 has filed the instant application contending, inter alia, that he has no manner of connection whatsoever with the loan transaction in question since he was not a director in that relevant time; he is neither a mortgagor nor a personal guarantor, nor a signatory to any of the charge documents specially in the Letter of guarantee; and that his name and purported signatures have been fraudulently used in the letter of guarantee by certain unscrupulous bank officials. On the basis of such assertions, the Defendant No. 5 has prayed for forensic examination of the disputed signatures by a competent handwriting expert.

It is further contended by the Defendant No. 5 that the handwriting expert's report dated 28.08.2025, submitted by **Mr. Md. Ahsanul Karim**, is not reliable and cannot be accepted in its present form, and that the disputed signatures ought to be referred for fresh examination. The petitioner submits that the said report was prepared upon consideration of specimen signatures marked as 'Kha' to 'Kha-9', which, according to the expert, were treated as the standard for comparison. However, it is evident from the record that the expert did not take into account the contemporaneous documents submitted by the Defendant No. 5 on 31.05.2023 and 21.09.2024, despite such documents containing his genuine and admitted signatures in his official capacities, namely as Managing Director of Sandhani Life Insurance Co. Ltd., as President of the DSE Brokers Association of Bangladesh, and in his income tax returns for the assessment years 2011–2012, 2012–2013, and 2013–2014.

It is further contended that, although in the final report dated 28.08.2025 the handwriting expert opined that the specimen signatures marked 'Kha' to 'Kha-9' were suitable for comparison with the disputed signatures, the record reveals a material inconsistency. The

said specimen signatures were transmitted to the expert by this Court on 21.11.2022 and received by him on 24.11.2022. Subsequently, the expert submitted a preliminary report dated 28.11.2022, wherein he expressly stated that the specimen signatures so provided were not suitable for examination and verification. In such circumstances, the subsequent finding in the final report, declaring the very same specimen signatures to be suitable for comparison, stands in direct contradiction to the expert's earlier opinion.

In view of the aforesaid material inconsistencies and contradictions between the preliminary report dated 28.11.2022 and the final report dated 28.08.2025, the Defendant No. 5 contends that the opinion of the handwriting expert is neither reliable nor trustworthy and, as such, is liable to be discarded. Accordingly, the petitioner has prayed for a fresh examination of the disputed signatures by another independent handwriting expert.

On the other hand, the learned Advocate for the Plaintiff has vehemently opposed the application, submitting that the same has been filed with a mala fide intention solely to protract the disposal of the suit. It is further submitted that the suit, though instituted earlier, is presently at an advanced stage of trial, particularly at the stage of cross examination of P.W.1. and as such, no further delay should be permitted.

Heard the learned Advocates for both sides at length and perused the application along with the materials on record.

It appears from the record that the present suit was instituted on 01.03.2015 for recovery of a defaulted loan and is presently at the stage of cross-examination of P.W.1. It further appears that since 09.05.2018, the suit has remained at the stage of cross-examination of P.W.1, indicating substantial delay in progress of the trial.

It is also evident from the record that during the pendency of the trial, the defendant No.5 challenged the signatures appearing on the charge documents. Consequently, the impugned documents i.e the letter of guarantee, was sent to a Handwriting Expert for forensic examination. The Expert initially returned the documents with a preliminary report dated 28.11.2022, indicating that the materials were insufficient for comparison and requesting further documents. Thereafter, the required documents, including specimen signatures, were duly supplied, and upon examination, the Handwriting Expert submitted a report dated 28.08.2025.

The contention of the petitioner that the Handwriting Expert ought not to have compared the disputed signatures with the specimen signatures, on the ground that such materials were earlier considered unsuitable, is devoid of merit. It is within the exclusive domain of the Handwriting Expert to determine the appropriate basis and materials for

comparison. The report dated 28.08.2025 clearly demonstrates that the Expert, upon receipt of adequate materials, conducted the examination by comparing the disputed signatures with the specimen signatures provided. The petitioner has no legal basis to question the methodology adopted by the Expert in this regard.

It is well settled that an expert, within the meaning of Section 45 of Evidence Act, 1872, is entitled to determine the suitability of the materials for comparison. The choice of specimen signatures and documents for comparison lies within the exclusive domain of the expert, and the parties cannot dictate the methodology of examination.

Furthermore, it appears that the Defendant No. 5, namely Mr. Ahsanul Islam, is a director of the borrower company and is shown as a personal guarantor in respect of the loan facility. The impugned letter of guarantee was executed as far back as on 15.06.2012. If, in fact, his signatures had been fraudulently used, it was incumbent upon him to raise such objection at the earliest opportunity and to take appropriate legal action against the alleged perpetrators. However, no such evidence is found regarding this from petitioner's side. On the contrary, the Defendant has remained silent for a considerable period and has chosen to raise this plea only at a belated stage when the trial has substantially progressed. Such conduct, in the considered view of this Court, casts serious doubt upon the bona fides of the present application.

The provisions of the Artha Rin Adalat Ain, 2003 mandate expeditious disposal of loan recovery suits and discourage dilatory tactics. Allowing repeated forensic examinations at this stage would frustrate the very object of the law and unnecessarily prolong the litigation. It is also a settled principle that a party cannot be permitted to reopen or re-agitate issues already addressed through due process, particularly when no convincing ground is shown for discarding the existing expert report.

Upon careful consideration of the entire facts and circumstances, this Court is of the view that the present application has been filed at a highly belated stage without any satisfactory explanation and appears to be a device to delay the disposal of the suit. In such position, I find no sufficient legal ground to invoke Section 45 of the Evidence Act at this stage, nor any necessity to refer the disputed signatures for further expert examination.

Hence , It is ordered

That the application dated 23.10.2025 filed by Defendant No. 5 is hereby rejected without any cost.

To.....for cross examination of P.W, in default, lawful order.

D/C by me

**Md Hasan Zaman**  
**Judge**  
**Artha Rin Court No-1, Dhaka**

**Md Hasan Zaman**  
**Judge**  
**Artha Rin Court No-1, Dhaka**

**Present : Md Hasan Zaman, Judge, Artha Rin Court No.6 Dhaka**

Order No- 41

Date- 19.11.2025

Today is fixed for cross-examination of P.W.1 and hearing of the petition dated 20.07.2023 filed by defendant No.2 under Order I Rule 10 of the Code of Civil Procedure read with Section 57 of the Artha Rin Adalat Ain, 2003 seeking his name to be struck out from the array of defendants.

The plaintiff files Hazira. Defendant Nos.1 and 2 are also present by filing Hazira. The record is taken up for hearing of the said petition.

Learned Advocate appearing for defendant No.2 submits that the loan facilities in question were sanctioned in favour of defendant No.1 company at a time when defendant No.2 was not the Managing Director. It is further submitted that defendant No.2 served only as a paid employee; he never held any share of defendant No.1 company and did not execute any personal guarantee or mortgage in favour of the plaintiff bank. Since he was neither a borrower nor guarantor nor mortgagor, he is not liable under **Section 6(5) of the Artha Rin Adalat Ain, 2003** and hence his name ought to be stricken out from the suit.

Per contra, learned Advocate for the plaintiff opposes the petition and contends that defendant No.2 was the Managing Director of defendant No.1 company during the material period of renewal and enhancement of the loan facilities. Being the person responsible for the company's affairs and having executed several loan-related documents, his presence is necessary for proper and effective adjudication of the dispute.

I have heard the learned Advocates for both sides, perused the petition, pleadings, loan documents annexed with the plaint, and the record of the case. The point for determination is whether defendant No.2 is a necessary party to the present Artha Rin Suit.

From the plaint and documents on record, it appears that defendant No.1 is a private limited company and defendant No.2 acted as its Managing Director during the relevant time. The credit facilities in question were renewed in July 2018 and 2019, and the sanction letters bear the signature and seal of defendant No.2 in his capacity as Managing Director. The record further shows that defendant No.2 executed several charge documents, including the Letter of Continuity and the Deed of Negative Pledge, which were furnished to secure the loan availed by defendant No.1 company. These documents demonstrate that defendant No.2 was directly involved in negotiating, accepting, and operationalising the loan transactions on behalf of the company and thereby played a material role in the creation and continuation of the liability in question.

In view of these facts, it cannot be said that defendant No.2 is a mere employee unrelated to the loan transaction. His acts and signatures form part of the very foundation of the plaintiff's claim. For complete and effective adjudication of the dispute and in order to avoid multiplicity of proceedings, his presence in the suit is necessary. Therefore, the petition seeking stricken out of his name does not merit consideration.

Hence

It is Ordered

**That the petition dated 20.07.2023 filed by defendant No.2 under Order I Rule 10 CPC read with Section 57 of the Artha Rin Adalat Ain, 2003 is hereby rejected. Defendant No.2 shall remain on record as a proper and necessary party to the suit.**

To -----2025 for Cross examination of P.W.1. The defendants is directed to make the cross i.d lawful order.

D/C by me

**Md Hasan Zaman  
Judge  
Artha Rin Court No-6, Dhaka**

**Md Hasan Zaman  
Judge  
Artha Rin Court No-6, Dhaka**

Today is fixed for framing of issues and hearing of the petition filed by defendant No.7-10 and defendant No.18/19.

The plaintiff files Hazira. The defendant No.3/7-10/5-6are also present by Hazira.

Now the record is taken for hearing of the petition filed by the defendant No.7-10.

The defendant No.7-10 has filed a petition under Order 1 Rule 10 of the CPC read with section 57 of The Artha Rin Adalat Ain 2003 for striking out the name of the defendant no.7-10 from the plaint of the present suit.

Learned Advocate for the defendant No.7-10 submits that the defendant/petitioners are merely a shareholder of the defendant No.1 company. They were neither a borrower , nor a guarantor and not even a mortgagor in connection with the loan availed by the defendant No.1 company. For this the defendant no.7-10are not liable for repayment of the loan in as much as it does not come within the purview of section 6(5) if the Ain. It is further stated that the plaintiff in order to harass the defendant socially and economically inflicted this defendant in this suit which is tantamount to abuse of process of the court.

In support of contention Ld advocate cited decision of the case of **Mahbub Ali vs Judge, Artha Rin Adalat & Others reported in 6SCOB, Bakul Akter vs Banglades and Ors reported in 16BLC (AD) 2011 and decision of Writ Petion No 3029 of 2019 Singtel Asia Pacific Investment Pvt. Ltd and ors vs Ministry of Law and Parliamentary Affairs reported in 21 ALR (HCD) 2011.**

On the other hand, the Ld advocate for the plaintiff opposing the petition submitted that the petitionersare necessary party in the Artha Rin Suit since they are shareholders of the defendant No.1 company which availed the credit facilities. Ld Advocate asserted that Company is a Juristic person and it's directors and shareholders are natural persons who are personally liable for all liabilities of the Company. Ld advocate submits that the presence of the petitionersare necessary in order to effectually and completely adjudicated the Artha Rin Suit. Hence the petition deserves to be rejected.

Heard Ld Advocate for both the parties and perused the materials on record including the petition and have gone through the decisions referred to by the ld advocates.

The only questions that scurvies for determination is whether the petitioners are necessary party in the present Artha Rin suit or whether their presence are necessary to effectually and completely adjudicate the matter in issue involved in the suit.

In paragraph 2 of the plaint it has clearly been stated that the defendant No.7-10 are shareholders of the defendant No.1 company which availed the credit facilities. It has been claimed in the plaint that the petitioners being shareholders are equally liable with the principle borrower (Defendant No.1) and as such theyweremade party in the suit. From the plaint it does not appear that the petitioners ever executed any charge document, including a personal guarantee to secure the loan liability of the borrower company. It further appears that the petitioner are neither a borrower nor a guarantor or even a mortgager relating to the loan liabilities. Therefore theyare not liable for the repayment of loan since the petitioner does not come within the purview of subsection 6(5) of the Ain 2003 wherein who will be the necessary party in an Artha Rin Suit has been provided.

Considering the facts and circumstances of the in hand and the reported decision I find a good deal of force in the submission of the Ld Advocate for the petitioners that defendant No.7-10 being not a borrower or mortgagor or guarantor, is a necessary party in the Artha Rin Suit.

Hence

It is ordered

That the petition dated 18.03.2021 brought by the defendant no. 7-10 for striking out their name from the category of defendant is hereby allowed. Accordingly the name of the defendant No7-10 is stricken out from the category of defendants of this present suit.

B.A is directed to put necessary note on the plaint.

Considering the pleadings of the suit issues has been framed today.

To-----for P.H and hearing of the petition of defendant No.18/19.

**Today is fixed for framing of issues and hearing of the petition filed by defendant No.7-10 and defendant No.18/19.**

The plaintiff files Hazira. Defendant No.3, 5-6, and 7-10 are also present by filing Hazira.

Now the record is taken up for hearing of the petition dated 18.03.2021 filed by defendant No.7-10 under Order I Rule 10 of the Code of Civil Procedure read with **section 57 of the Artha Rin Adalat Ain, 2003** for striking out their names from the plaint.

Learned Advocate for the petitioners/defendant No.7-10 submits that the petitioners are merely shareholders of defendant No.1 company. They are neither borrowers, guarantors, nor mortgagors in respect of the credit facilities availed by defendant No.1 company. Accordingly, they cannot be held liable for repayment of the loan, as they do not fall within the ambit of section 6(5) of the Ain, 2003. It is further contended that inclusion of the petitioners in the suit amounts to harassment and abuse of the process of the Court. In support of his contention, the learned Advocate relies upon the cases of **Mahbub Ali vs Judge, Artha Rin Adalat & Others (6 SCOB)**, **Bakul Akter vs Bangladesh and Ors (16 BLC (AD) 2011)**, and **Singtel Asia Pacific Investment Pvt. Ltd. and Ors vs Ministry of Law and Parliamentary Affairs (21 ALR (HCD) 2011)**.

Conversely, learned Advocate for the plaintiff opposes the petition and submits that the petitioners are necessary parties in this Artha Rin Suit as they are shareholders of the borrower company (defendant No.1). He contends that a company being a juristic person, its directors and shareholders, being natural persons, are also liable for its debts, and their presence is essential for complete adjudication of the suit.

Heard both sides and perused the record as well as the decisions cited. The question for determination is whether the petitioners/defendant No.7-10 are necessary parties in the instant Artha Rin Suit for effectual adjudication of the matter.

From paragraph 2 of the plaint, it appears that the petitioners are described only as shareholders of defendant No.1 company. No document has been produced showing that they executed any charge document, personal guarantee, or mortgage to secure the loan liability of the borrower company. It is clear that they are neither borrowers, nor guarantors, nor mortgagors in respect of the impugned loan. Section 6(5) of the Ain, 2003 specifically defines the necessary parties in an Artha Rin Suit, and mere shareholders of a borrower company are not brought within its purview.

In view of the above facts and circumstances and guided by the judicial precedents cited, I find merit in the submission of the learned Advocate for the petitioners. Defendant No.7-

10 being merely shareholders, without personal liability towards the loan, cannot be treated as necessary parties in this suit.

**Hence**

**It is Ordered**

That the petition dated 18.03.2021 filed by defendant No.7-10 is hereby allowed. The names of defendant No.7-10 are accordingly struck out from the array of defendants in this suit.

Bench Assistant is directed to make necessary note in the plaint.

Considering the pleadings, issues have been framed today.

**Fix -----/-----/2025 for peremptory hearing (P.H.) and hearing of the petition filed by defendant No.18/19.**

আমার স্বহস্তে টাইফকৃত

মোঃ হাসান জামান  
জজ (যুগ্ম জেলা জজ)  
অর্থস্বন আদালত নং-৬, ঢাকা

মোঃ হাসান জামান  
জজ (যুগ্ম জেলা জজ)  
অর্থস্বন আদালত নং-৬, ঢাকা