

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. 1, DHAKA.

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

Date of Judgment : 21th day of April, 2026

Artha Rin Suit No. 273 of 2024.

The City Bank Limited-----Plaintiff

-Versus-

Md. Elias Shohagh-----Defendant

This case came up for final hearing on: 22.06.2025, 30.09.2025 & 02.04.2026.

In presence of :

Arpita Roy-----Advocate for Plaintiff.

Mohammed Nasimuzzaman Chowdhury-----Advocate for Defendant.

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

The plaintiff **The City Bank Limited** filed this present suit under the **Artha Rin Adalat Ain, 2003** for recovery of **Tk. 5,59,289.62** (Taka Five Lac Fifty Nine Thousand Two Hundred Eighty Nine Point Sixty Two) **as on 25.03.2023.**

Plaintiff's Case in Brief

1. The plaintiff, The City Bank Limited, is a scheduled bank duly incorporated under the Companies Act, 1994 and is governed by the provisions of the Bank Companies Act, 1991. The defendant No. 1 is the principal borrower who availed the credit facility from the plaintiff bank.

2. At the request of the defendant No. 1 made on 21.08.2017, the plaintiff bank sanctioned a Personal Loan Facility in his favour vide sanction letter dated 15.10.2017 for an amount of Tk. 10,00,000/-. The defendant availed the entire facility and utilized the same for personal purposes. As security the defendants executed various charge documents in favor of the plaintiff. However, the defendant became irregular in repaying the loan installments from the very beginning, in violation of the terms and conditions of the sanction letter.

3. Despite repeated verbal and written requests by the plaintiff to regularize the loan account, the defendant failed to make any payment. The plaintiff, being aggrieved, issued a final notice and subsequently a legal notice on 30.04.2023 demanding adjustment of the outstanding dues, but the defendant did not respond. Consequently, the plaintiff filed the present suit for recovery of Tk. 5,59,289.62 as outstanding as on 25.03.2023.

Defendant's Case :

4. On the other hand, Defendant contested the suit by filing a written statement, contending inter alia that the suit is not maintainable in its present form and manner, that it has been instituted without any cause of action, and that it is barred by limitation. The Defendant submits that upon his request the plaintiff bank sanctioned Tk. 10,00,000/- as personal loan in his favour vide sanction letter dated 15.10.2017. Availing the loan, the defendant repaid a total sum of Tk. 8,26,000/- in installments at different times. The defendant further states that he had been a regular and bona fide client of the plaintiff bank since 2012, having availed and duly repaid earlier loan facilities, and that the instant loan was the fourth such facility. However, due to the adverse impact of the global COVID-19 pandemic, including his personal infection and the resultant economic downturn, his mobile distributorship business collapsed entirely, rendering him unable to continue business operations. He further claims that an amount of approximately Tk. 60,00,000/- remains outstanding as receivables from various parties, the recovery of which is uncertain.

5. It is also contended that after repayment of Tk. 8,26,000/-, the defendant submitted applications for adjustment/reconsideration and for rescheduling of the loan, which are still pending with the bank. The defendant denies the correctness of the amount claimed in the plaint and asserts that no such sum is legally due from him. Finally, the defendant submits that the plaintiff is not entitled to institute the suit under the Artha Rin Adalat Ain, 2003 for recovery of the alleged claim and is not entitled to any relief as prayed for. Accordingly, the defendant prays for dismissal of the suit.

Issues:

6. On perusal of the plaint, written-statement, documents and previously framed issues, for proper adjudication of the suit, the issues are reframed in the following ways:

- 1) Is the suit maintainable in it's present form and prayer?
- 2) Whether the plaintiff has any cause of action for filing the suit ?
- 3) Whether the plaintiff is entitled to recover the claimed amount from the defendants?
- 4) Whether the plaintiff Bank is entitled to obtain a decree as prayed for?

Discussions and Decisions:

7. To prove the plaint case, the plaintiff examined 01 witness namely **Sahin Biswas Sun 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) Application of loan and Sanctioned Letter	Exhibit-2 series,
3) Charge Documents	Exhibit-3
4) Legal Notice	Exhibit-04
5) Account statement	Exhibit-05

8. On the other hand, to prove the defendant's case, the defendant examined a witness namely **Md. Elias Sohag as D.W.1**, but he did not produce any evidence in support of such case.

Decision with Reasons

9. **Issue no. 1 and 2 :**

All these issues are taken up together for the sake of brevity and convenience. Upon careful consideration of the plaint, the written statement and the evidences appearing on record, it appears that although the defendants challenged the maintainability of the suit, they have not adduced any evidence in support of such objection. On the other hand, the plaintiff is a duly incorporated banking financial Institution which is lawfully entitled to institute a suit for recovery of its dues under

the provisions of the Artha Rin Adalat Ain, 2003. The plaint has been presented by way of affidavit as mandated under **Section 6(4) of the said Ain**, duly accompanied by **ad valorem court fees** and relevant charge documents. No legal infirmity is discernible in the presentation of the plaint. Therefore, the suit is clearly maintainable both in law and in fact. This issue is thus decided in favour of the plaintiff.

10. As regards the cause of action, the plaint sufficiently discloses grounds for bringing the instant suit. It appears from the plaint that, upon the application of the defendant, the plaintiff bank sanctioned credit facilities in favour of the defendant. The said facilities were secured by execution of charge documents and personal guarantees. However, the defendants defaulted in repayment of loan installments as per terms of the sanction letters. The default persisted and the outstanding liabilities accumulated to the tune of **5,59289.62/-**. Despite repeated reminders, the defendants failed to discharge the said liabilities. Ultimately, the plaintiff issued Legal notice on 30.04.2023, calling upon the defendants to adjust the outstanding dues. The defendant, however, did not comply. Having no other efficacious remedy, the plaintiff was compelled to institute the present suit. The cause of action thus arose on and from 30.04.2023, and the instant suit having been filed on 28.05.2023, is well within the statutory period of limitation. In view of the above, it is held that the instant suit is properly maintainable, is founded upon a sufficient cause of action. All the aforesaid issues are therefore answered in favour of the plaintiffs.

Issue No : 3 and 4 :

All the issues have been taken up together for the sake of brevity, convenience, and as they are closely interlinked both on facts and in law.

11. Upon careful consideration of the pleadings of the parties, the oral evidence adduced, the documentary exhibits produced, and the entire materials available on record, it transpires that the plaintiff instituted the present suit under the provisions of the Artha Rin Adalat Ain, 2003 for realization of an outstanding sum of Tk. 5,59,289.62/-, inclusive of accrued interest calculated up to 25.03.2023, from the defendants.

12. It is admitted and undisputed that the plaintiff is a duly incorporated scheduled bank and is legally competent to institute and maintain the present suit for realization of financial claims arising out of credit facilities advanced in the ordinary course of its banking business. It further appears from the record that the defendant,

Md. Ellius Sohag, is the principal borrower who availed a personal loan facility from the plaintiff bank.

13. In view of Section 6(4) of the Artha Rin Adalat Ain, 2003, the plaint supported by affidavit carries substantive evidentiary value unless rebutted by credible and reliable evidence to the contrary. In support of its claim, the plaintiff examined one witness, P.W.1 Sahin Biswas San, who submitted his affidavit-in-chief affirming the contents of the plaint. His testimony appears to be consistent, coherent, and in full conformity with the plaintiff's case. Nothing material could be elicited in cross-examination to discredit his evidence or to diminish its probative value.

14. From Exhibit-2/1, namely the Banking Arrangement Letter dated 15.10.2017, it is evident that upon the application and request of the defendant, the plaintiff sanctioned a personal loan facility amounting to Tk. 10,00,000/- (Taka Ten Lac only) subject to certain terms and conditions. These documents clearly establish the lawful creation of financial liability and unequivocally demonstrate that the defendant availed the said facility and undertook to repay the same in accordance with the agreed terms.

15. The legal notice marked as Exhibit-4 reveals that after availing the facility, the defendant failed to maintain regular repayment and gradually fell into persistent default. The record further shows that despite repeated reminders, demands, and notices issued by the plaintiff, the defendants failed to regularize the loan account or liquidate the outstanding dues. The said notice also sufficiently proves that prior demand for repayment was duly made in compliance with legal requirements before institution of the suit.

16. The statement of account, marked as Exhibit-5 and maintained in the ordinary course of banking business, clearly reflects that as of 25.03.2023, the total outstanding liability stood at Tk. 5,59,289.62/-, inclusive of accrued interest. Such a statement carries presumptive evidentiary value, particularly when regularly maintained in the course of business. In the present case, the defendants failed to produce any contrary statement of account, independent audit, payment reconciliation, or any documentary evidence capable of rebutting the correctness of the plaintiff's claim.

17. On the other hand, the defendants contested the suit by filing a written statement wherein they admitted availing the loan facility of Tk. 10,00,000/- from the plaintiff. Their principal defence is that the defendant was regular in repayment and allegedly paid a total sum of Tk. 8,41,045.86/- towards loan installments. They further contended that the plaintiff's claim is exaggerated and based on an incorrect statement of account. However, despite such assertions, the defendants failed to

produce any documentary evidence, such as money receipts, bank deposit slips, account statements, or reconciliation records, in support of their claim.

18. It is well settled that mere pleading without proof carries no evidentiary weight. The defendants, despite contesting the suit, failed to adduce any reliable evidence to demonstrate adjustment of the loan installments or to disprove the plaintiff's maintained accounts. Furthermore, during the pendency of the suit, no substantial payment was made nor was any credible repayment proposal placed before the Court. Mere denial or unsubstantiated allegations cannot override a claim supported by cogent documentary evidence.

19. It further appears from the materials on record that due to continuous default on the part of the defendant, the loan account was duly classified and remained unpaid despite repeated demands. The plaintiff has thus successfully established that the outstanding liability lawfully matured and remains recoverable.

20. Upon a comprehensive evaluation of the plaint, written statement, oral evidence, cross-examination, documentary exhibits, and the surrounding circumstances, this Court is satisfied that the plaintiff has been able to prove its case by reliable and cogent evidence. Accordingly, the issues under consideration are decided in favour of the plaintiff, who is entitled to recover Tk. 5,59,289.62/- from the defendant.

In result the case succeeded.

Court Fee paid is correct

Hence,

It is Ordered

That the present suit be decreed on contest against the defendant with costs for an amount of **Tk. 5,59,289.62 (Taka Five Lac Fifty Nine Thousand Two Hundred Eighty Nine Point Sixty Two only) up to 25/03/2023**. The Plaintiff shall be entitled to receive the said amount **together with interest or profit as applicable under the prevailing laws or rules from 28/05/2023**, 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 Defendant has 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-1 ,Dhaka**

**Md. Hasan Zaman
Judge (Joint District Judge),
Artha Rin Adalat No-1 ,Dhaka.**