

Artha Rin Suit No. 149 of 2024

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: 24th day of May, 2026

Artha Rin Suit No. 149 of 2024.

Lankabangla Finance PLC-----Plaintiff

-Versus-

Mr. Samsuddoha Abdur Rashid-----Defendant

This case came up for final hearing on: 29.10.2025, 26.04.2026, 21.05.2026.

In presence of :

M. Habibur Rahaman (Sumon)-----Advocate for Plaintiff.

Md. Asraful Islam -----Advocate for Defendant.

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

The plaintiff **Lankabangla Finance PLC** filed this present suit under the **Artha Rin Adalat Ain, 2003** for recovery of **Tk. 7,78,076.87 (Taka Seven Lac Seventy Eight Thousand Seventy Six Point Eighty Seven) as on 30.09.2023.**

Plaintiff's Case in Brief

1. The plaintiff, **Lankabangla Finance PLC** is a non-banking financial institution incorporated under the relevant laws of the land. While the defendant is the Credit Card Holder and enjoyed Credit Facility through Credit Card, a non-law abiding and defaulter person.

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2. Upon an application submitted by the defendant, the plaintiff financial institution sanctioned a **Credit Card** facility of Tk. 4,00,000/- by sanction letter dated 16.01.2011. Thereafter, the defendant availed the said credit facility and utilized the sanctioned limit by making withdrawals and enjoying financial accommodation under the said facility. The defendant has accepted all terms and condition of the said credit facility and purchased total amount of TK. 30,55,159.

3. It is the further case of the plaintiff that despite repeated demands and reminders, the defendant failed to repay the outstanding dues in accordance with the agreed terms and conditions. As the defendant became irregular in repayment and ultimately defaulted, the plaintiff bank issued a legal notice dated 06.11.2023 through its learned Advocate demanding payment of the outstanding liability. Since the defendant failed to repay the dues even after receipt of legal notice, the plaintiff was constrained to institute the present suit claiming Tk. **7,78,076.87** being the outstanding loan liability inclusive of accrued interest up to 30.09.2023.

Defendant's Case

6. The sole defendant entered appearance and contested the suit by filing written statement. In the written statement, the defendant contended that the suit is not maintainable in its present form and manner. It is contended that the defendant availed a Credit Card Facility amounting to Tk. 4,00,000.00 (Taka Four Lakh only) from the plaintiff financial institution and initially remained regular in repayment of the loan installments in accordance with the terms and conditions of the Credit Facility. However, due to severe financial hardship caused by the Covid-19 pandemic in the year 2020, the defendant's business suffered substantial losses, resulting in temporary irregularity in repayment. The defendant further asserts that the plaintiff did not provide the accurate account statement as such he could not pay the outstanding liabilities.

7. The defendant specifically denies the plaintiff's claim that an amount of Tk. Tk. **7,78,076.87** remained outstanding as on 30.09.2023, contending that the alleged claim is excessive, incorrect, and based upon an erroneous statement of account. The defendant further denies any allegation of wilful default, mala fide intention, or misappropriation of the loan amount, and asserts that he acted bona fide and made substantial repayments towards liquidation of the liability. On the above grounds, the defendant submits that the plaintiff is not entitled to the reliefs sought in the plaint and accordingly prays for dismissal of the suit with costs.

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Issues:

8. **The following issues has been framed for proper adjudication of the present case :**

1. Whether the suit is maintainable in its present form and manner?
2. Whether the defendant availed loan facility from the plaintiff bank and failed to repay the same?
3. Whether the statement of account submitted by the plaintiff is correct?
4. Whether the plaintiff is entitled to the relief as prayed for?

Evidence Adduced:

9. In support of the case, the plaintiff examined one witness, namely P.W.1, Abdullah Al-Mamun, who submitted affidavit-in-chief in support of the plaint and proved the documents: Power of Attorney — Exhibit-1 , Loan of Application Form-Exhibit-2, Sanction Letter-Exhibit-2(1) and Legal Notice and postal receipts — Exhibit-2(2) and Statement of Account — Exhibit-3. On the other hand, to prove the defendant's case, the defendant examined a witness namely Shamsuddoha Abdur Rashid as D.W.1, but he did not produce any documents before the court.

Discussions and Findings

Issue No.1:

10. The defendant has merely taken a bald plea in the written statement that the suit is not maintainable; however, no specific legal ground has been disclosed therein explaining as to how or in what manner the suit is barred. Moreover, the defendant failed to adduce any oral or documentary evidence in support of such contention. It further appears from the record that during cross-examination no material suggestion was put to P.W.1 challenging the maintainability of the suit or the jurisdiction of this Court.

11. On perusal of the plaint and the documents exhibited by the plaintiff, it transpires that the plaintiff is a scheduled non banking institution and the instant suit has been instituted for realization of outstanding dues arising out of a banking transaction under the provisions of the Artha Rin Adalat Ain, 2003 before the competent Court having lawful jurisdiction. Nothing has been brought on record to show that the suit suffers from any legal defect or statutory bar. In view of the above facts and circumstances, this Court finds that the suit is maintainable in its present form and manner. Accordingly, Issue No.1 is decided in favour of the plaintiff.

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Issue Nos. 2–4:

12. For the sake of convenience and to avoid repetition, Issue Nos. 2 to 4 are taken up together for discussion and decision. The instant suit has been instituted upon affidavit in compliance with section 6(4) of the Artha Rin Adalat Ain, 2003. Under the said provision, the statements made in the plaint supported by affidavit carry evidentiary value and constitute substantive evidence unless rebutted by cogent evidence from the opposite side.

P.W.1, the authorized representative of the plaintiff financial institution, categorically deposed that pursuant to the application made by the defendant, the plaintiff sanctioned a credit card facility amounting to Tk. 4,00,000/- on 16.01.2011. The evidence on record further reveals that the defendant availed and utilized the said facility without objection.

13. It has also been established from both oral and documentary evidence that after availing the facility, the defendant failed to repay the outstanding dues in accordance with the agreed terms and conditions of the banking transaction. Despite repeated requests and demands by the plaintiff bank, the defendant failed to regularize the liability, compelling the plaintiff to issue legal notice dated 06.11.2023 through its learned Advocate demanding repayment of the outstanding amount.

14. The plaintiff has produced and proved the statement of account, marked as Exhibit-3, which shows that the defendant made purchases using the credit card amounting to Tk. 30,55,159/- and that profit, interest, and other charges amounting to Tk. 12,75,144.87/- were imposed in the account in accordance with banking practice. The said statement of account further reveals that the defendant repaid a total sum of Tk. 35,52,227/- and after adjustment of all payments, a sum of Tk. 7,78,076.87/- remained outstanding as on 30.09.2023.

15. Though P.W.1 was cross-examined at length, nothing material could be elicited to discredit his testimony or to impeach the correctness of Exhibit-3. The defendant neither challenged any specific entry in the statement of account nor produced any contrary statement, payment receipts, or expert evidence to establish that the accounts maintained by the plaintiff were erroneous or manipulated. This Court has carefully examined Exhibit-3 and finds no inconsistency, illegality, or material discrepancy therein.

16. The defendant has also alleged that excessive interest and charges were imposed by the plaintiff financial institution. However, such allegation remains a mere assertion unsupported by any evidence whatsoever. No document, expert opinion, or calculation has been produced by the defendant to show that the interest or charges claimed by the

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plaintiff were illegal, excessive, or contrary to the contractual terms governing the facility.

17. From the entire oral and documentary evidence on record, this Court is satisfied that:

(a) the defendant availed the credit card facility from the plaintiff financial institution; (b) the defendant defaulted in repayment of the outstanding dues; (c) the statement of account submitted by the plaintiff correctly reflects the outstanding liability of the defendant; and (d) the plaintiff has successfully proved its claim by reliable oral and documentary evidence. Therefore, this Court holds that the plaintiff has successfully proved its claim by oral and documentary evidence and is entitled to decree. Accordingly, Issue Nos. 2–4 are decided in favour of the plaintiff.

In result the case succeeded.

Court Fee paid is correct

Hence,

It is Ordered

That the present suit be decreed on contest against the sole Defendant with costs for an amount of **Tk. 7,78,076.87 (Taka Seven Lac Seventy Eight Thousand Seventy Six Point Eighty Seven) up to 30.09.2023**. The Plaintiff shall be entitled to receive the said amount together with interest or profit as applicable under the prevailing laws or rules from **18.01.2024**, 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-1, Dhaka**

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