

Artha Rin Suit No. 68 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 : 21th day of June, 2026.

Artha Rin Suit No. 68 of 2024.

Eastern Bank Limited-----Plaintiff
Mr. Ataur Rahman-----Defendant

This case came up for final hearing on: 04.09.2025, 28.10.2025, 21.05.2026.

In presence of :
Mr. Swaraj Chatterjee (Bappa)-----Advocate for Plaintiff.
Mr. Mohammad Ekhlash Uddin-----Advocate for Defendant.

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

This is a suit instituted under the provisions of Artha Rin Adalat Ain, 2003 for realization of defaulted loan amounting to Tk. **4,49,759.29 (Taka Four Lac Forty Nine Thousand Seven Hundred Fifty Nine Point Twenty Nine)** outstanding up to 01.11.2019 against the defendant.

The suit was filed on 28.11.2019 before the **Artha Rin Adalat No. 3**, Dhaka, being registered as **Artha Rin Suit No. 1005 of 2019**. Subsequently, by order dated 02.11.2023 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. 68 of 2024**.

Plaintiff's Case in Brief.

1. The plaintiff, Eastern Bank Limited, is a banking company duly incorporated under Companies Act, 1994 and governed by the provisions of Bank Companies Act, 1991. Upon an application submitted by the defendant, the plaintiff bank sanctioned a credit card facility of Tk. 3,99,200 & USD 10/- by sanction letter. Thereafter, the

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defendant availed the said credit facility and utilized the sanctioned limit by making withdrawals and enjoying financial accommodation under the said facility.

2. 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 11.11.2019 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. 4,49,759.29 being the outstanding loan liability inclusive of accrued interest up to 01.11.2019.

Defendant's Case

3. 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 has been asserted that although the defendant had availed the credit card facility, he substantially repaid the dues properly. The plaintiff, suppressing the legal notice and with mala fide intention, instituted the suit unnecessarily. The defendant further alleged that the plaintiff has submitted incorrect accounts, charged excessive interest, and failed to provide clear particulars regarding principal, interest, and other charges; therefore, according to the defendant, no clear cause of action has arisen and the suit is liable to be dismissed. The defendant is willing and interested to liquidate the outstanding principal liability by installments, provided that the plaintiff bank grants waiver/remission of the accrued interest and other charges included in the total outstanding dues

4. Issues:

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:

5. In support of the case, the plaintiff examined one witness, namely P.W.1, Md. Safaet Fahim, Senior Office-Legal, Special Asset Management, Eastern Bank Limited,

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Head Office, Dhaka who submitted affidavit-in-chief in support of the plaint and proved the documents: Letter of Authorization-**Exhibit-1**, Loan Application & Sanction Letter-**Exhibit-2 series**, Legal Notice with Postal Receipt-**Exhibit-3 series** & Statement of Account-**Exhibit-4**. On the other hand, although the defendant contested the suit by filing written statement and cross-examined P.W.1, he did not adduce any oral evidence nor produced any documentary evidence in support of his defence.

Discussions and Findings

Issue No.1:

6. The defendant has merely stated in the written statement that the suit is not maintainable. However, no documentary evidence has been produced to substantiate such objection. Furthermore, no effective cross-examination was directed to P.W.1 regarding maintainability.

Upon examination of the plaint, it appears that the plaintiff, being a scheduled banking institution, has instituted the suit before the competent Court having jurisdiction under the provisions of Artha Rin Adalat Ain, 2003 for realization of outstanding dues. Therefore, there appears no legal bar in proceeding with the suit in its present form and manner. Accordingly, Issue No.1 is decided in favour of the plaintiff.

Issue Nos. 2–4:

7. For convenience of discussion and to avoid repetition, Issue Nos. 2 to 4 are taken up together. The suit has been instituted upon affidavit as required under section 6(4) of Artha Rin Adalat Ain, 2003. Under the said provision, the plaint supported by affidavit carries evidentiary value and constitutes substantive evidence unless rebutted. P.W.1 has consistently deposed that pursuant to the defendant's application, the plaintiff bank sanctioned a credit card facility amounting to Tk. 3,99,200 & USD 10/- on 27.03.2012. **[Exhibit-2/1]** It has further come on record that the defendant availed the said facility and utilized the sanctioned limit.

8. The evidence further establishes that after availing the facility, the defendant failed to repay the dues in accordance with banking terms. Despite repeated demands, the defendant remained in default, compelling the plaintiff to issue legal notice dated 11.11.2019 through learned Advocate. The plaintiff has produced statement of account marked **Exhibit-4** showing that as on 01.11.2019, the total outstanding liability stood at Tk. 4,49,759.29/-.

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9. The defendant, though cross-examined P.W.1, failed to discredit the statement of account or challenge any specific entry therein. No contrary statement of account, payment receipt, or expert evidence has been produced by the defendant. This Court finds that the plaintiff has submitted all relevant banking documents and statement of account in support of the claim. No material contradiction or illegality appears in Exhibit-4.

10. The allegation of excessive interest remains a mere assertion unsupported by evidence. The defendant also failed to prove that any illegal interest or unauthorized charges were imposed by the plaintiff bank. Rather, from the oral and documentary evidence on record, it clearly appears that: the defendant availed financial accommodation from the plaintiff bank; the defendant defaulted in repayment; the plaintiff's statement of account correctly reflects the outstanding dues; the plaintiff's claim is legally proved.

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. 4,49,759.29 (Taka Four Lac Forty Nine Thousand Seven Hundred Fifty Nine Point Twenty Nine) up to 01.11.2019**. The Plaintiff shall be entitled to receive the said amount together with interest or profit as applicable under the prevailing laws or rules from **28.11.2019**, i.e., the date of filing of the suit, until full realization.

The Defendant is 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

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