ARM 1478 of 2023.

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: 9th day of July, 2026.

Artha Rin Suit No. 1478 of 2023.

Prime Bank Limited------------------ --------------------------------Plaintiff

-Versus-

Md. Maynul Hasan Mannan and others----------------------Defendants

This case came up for final hearing on: 05.05.2025, 14.10.2025, 20.04.2026 & 17.07.2026.

In presence of :
Mr. Nirupam Pandit Apu------------------------------Advocate for Plaintiff.
Mr. Md. Sirajul Haque------------------------------Advocate for Defendant.

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

The plaintiff **Prime Bank Limited** filed this present suit under the **Artha Rin Adalat Ain, 2003** for recovery of Tk. **7,70,237.05 (**Taka Seven Lac Seventy Thousand Two Hundred Thirty Seven Point Zero Five**) as on 23.10.2022.**

Plaintiff's Case in Brief

1) The plaintiff, Prime Bank Limited, is a banking company duly incorporated under the laws of Bangladesh and is legally competent to institute the present suit. Defendant No. 1 is the borrower, while Defendant Nos. 2 and 3 are the personal guarantors who undertook to secure repayment of the loan and are jointly and severally liable for the outstanding dues.

2) Upon the request of Defendant No. 1, the plaintiff sanctioned an **Any Purpose Loan** of Tk. 5,00,000.00 by Sanction Letter No. Prime/HO/RBD/2013/3531 dated

19.05.2013. Defendant No. 1 accepted the terms and conditions of the sanction and availed the entire loan facility. To secure the loan, Defendant No. 1 executed the requisite security documents, including a Demand Promissory Note, Letter of Guarantee, Letter of Authority to Debit Account, Letter of Disbursement, Letter of Agreement, Declaration, Letter of Installment, Letter of Hypothecation, and other related documents. Defendant Nos. 2 and 3 also executed personal guarantees in favour of the plaintiff bank.

3) After availing the loan, Defendant No. 1 failed to repay the installments regularly and became a chronic defaulter in violation of the terms of the sanction letter. Despite repeated requests, reminders, and official communications from the plaintiff bank, the defendants failed to regularize or adjust the loan liability. Consequently, the plaintiff issued a legal notice dated 12.10.2022 demanding payment of the outstanding dues. Although the notice was duly served, the defendants failed to respond or make any payment. According to the statement of account maintained by the plaintiff in the ordinary course of business, a sum of Tk. 7,70,237.05/- remained outstanding as on 23.10.2022. Having exhausted all amicable means of recovery, the plaintiff was left with no alternative but to institute the present suit for realization of the outstanding dues together with interest and other reliefs as provided by law.

4) **Defendant No. 2 entered appearance and contested the suit by filing a written statement, contending, inter alia,** that the suit is not maintainable in its present form and manner and that the plaintiff has no valid cause of action.

In the written statement, Defendant No. 2 states that although Defendant No. 1 had applied for a loan of Tk. 10,00,000, the plaintiff sanctioned and disbursed only Tk. 5,00,000 on 19.05.2013 for a tenure of five years. After availing the facility, Defendant No. 1 regularly paid the installments in accordance with the terms of the sanction letter, which was known to Defendant No. 2. Subsequently, Defendant No. 2 had no knowledge of the closure of Defendant No. 1's business and alleges that the plaintiff never informed him of the loan default through any letter, email, mobile communication, or legal notice.

5) Defendant No. 2 further contends that the plaintiff issued a legal notice only on 12.10.2022, nearly nine years after the disbursement of the loan, which he never received. He asserts that he neither borrowed nor utilized the loan and that the plaintiff intentionally delayed filing the suit to inflate the outstanding liability by charging excessive interest.

6) It is further pleaded that against the loan of Tk. 5,00,000, Defendant No. 1 had already repaid Tk. 2,93,237.05, yet the plaintiff has claimed an exorbitant interest of Tk. 5,63,383.68. Defendant No. 2 also alleges that the plaintiff failed to produce any reminder letters or notices despite claiming to have issued them and submitted an

inaccurate and vague statement of account. On these grounds, he prays for dismissal of the suit with costs.

Issues:

7) 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) Whether the suit is 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 defendants?
4) Whether the plaintiff 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. Imranul Haque as P.W.1** before this court**. During examination of P.W.1 t**he following documents were produced and proved, which have been marked as Exhibits:-

1) Letter of Authority	**Exhibit-1**
2) Application of loan	**Exhibit-2**
3) Sanction Letter	**Exhibit-3**
4) Charge Documents	**Exhibit-4 Series**
5) Legal Notice with P.R.	**Exhibit-5 series**
6) Account statement	**Exhibit-6**

On the other hand, to prove the defendant's case, the defendants examined a witness namely **Md. Sohrab Hossain as D.W.1** before this court**. During examination of D.W.1 t**he documenta produced and proved has been marked as Exhibits: Ka Series.

Decision with Reasons

9) **Issue no. 1 & 2 : Whether the suit is maintainable in it's present form and prayer? + Whether the plaintiffs have any cause of action for filing the suit ?**

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 No.1, the plaintiff bank sanctioned credit facilities in favour of the defendant No.1. 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 **7,70,235.05/-.** Despite repeated reminders, the defendants failed to discharge the said liabilities. Ultimately, the plaintiff issued Legal notice on 12.10.2022, calling upon the defendants to adjust the outstanding dues. The defendants, 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 12.10.2022, and the instant suit having been filed on 01.12.2022, 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, and is not barred by limitation. All the aforesaid issues are therefore answered in favour of the plaintiffs.

11) **Issue No : 3 and 4 : Whether the plaintiff Financial Institution is entitled to recover the claimed amount from the defendant? + Whether the plaintiff is entitled to obtain a decree as prayed for?**

All the issues are taken up together for the sake of brevity and convenience as they are closely interconnected.

Upon careful consideration of the pleadings, oral evidence, documentary exhibits and the entire materials on record, it appears that the plaintiff is a duly incorporated scheduled banking financial institution legally competent to institute the present suit. It is undisputed that Defendant No.1, **Md Maynul Hasan Mannan**, availed a term loan facility from the plaintiff, while Defendant Nos.2 and 3 executed deeds of guarantee, thereby undertaking co-extensive liability for repayment.

12) Under Section 6(4) of the Artha Rin Adalat Ain, 2003, the plaint supported by affidavit carries substantive evidentiary value unless rebutted by credible evidence. The plaintiff examined P.W.1, **Md Imranul Haque** , whose testimony remained consistent and unshaken in cross-examination. **Exhibit-3**, the Sanction Letter dated 19.05.2013, establishes that the plaintiff sanctioned a term loan of Tk.5,00,000/- in favour of Defendant No.1. Exhibit-4 series further proves execution of guarantee deeds and other charge documents, thereby conclusively establishing the financial relationship and repayment obligations.

13) Exhibit-5 series demonstrates that after availing the facility, Defendant No.1 defaulted in repayment despite repeated reminder letters and legal notice demanding liquidation of the outstanding dues. Exhibit-6, the statement of account maintained in the ordinary course of business, reveals that as on 23.10.2022 the outstanding liability stood at Tk.7,70,237.05/- inclusive of accrued interest. Such statement of account carries considerable evidentiary value as it has been maintained in the regular course of business. The defendant has not produced any independent statement of account, audit report, settlement certificate or other reliable evidence showing that the entries contained therein are inaccurate, manipulated or incorrectly calculated. Consequently, there is no legal basis for disbelieving the plaintiff's statement of account.

14) The principal defence of the defendant is that the defendant No.1 repaid an aggregate amount of Tk. 2,93,237/- against the credit facility. Paid 80,000/- Tk in three installment which was not reflected in the account statement. In support of such contention, he produced three deposit slip marked **Exhibit-Ka series** which clearly demonstrate that after 23.10.2022, i.e., after the date up to which the plaintiff prepared its statement of account, the defendant made several payments amounting to TK.80,000/- on 26.06.2025, 29.07.2025 and 29.09.2025 towards the loan account. Since these payments were made subsequent to the date of the plaintiff's statement of account, they could not have been reflected therein. In the interest of fairness, equity and justice, these subsequent payments deserve due adjustment against the decretal claim.

15) Accordingly, after deducting Tk. 80,000/- from the outstanding amount of Tk. 7,70,237.05/-, the amount lawfully recoverable by the plaintiff stands at Tk. 6,90,237.05/-.

16) The evidence on record further establishes that due to persistent default in repayment, the defendant's loan account became irregular and the outstanding liability became recoverable in accordance with the terms of the loan agreement and the provisions of the Artha Rin Adalat Ain, 2003. The plaintiff has successfully proved the sanction of the loan, execution of the loan documents, persistent default, service of legal demand and the amount outstanding. On the contrary, the defendant has failed to prove her plea of complete adjustment or full repayment by any reliable and convincing evidence.

17) Having independently assessed the pleadings, oral testimony, documentary exhibits and the admissions made by the parties, this Court is satisfied that the plaintiff has discharged the burden of proof imposed by law. The defendant has failed to rebut the plaintiff's documentary evidence except to the extent of proving subsequent payments amounting to Tk. 80,000/-, which have already been duly adjusted.

18) Accordingly, this Court holds that the plaintiff has successfully established its claim to the extent of **Tk.** 6,90,237.05**/- (Taka Six Lakh Ninety Thousand Two**

Hundred Thirty-Seven point Five only). The issues are therefore decided in favour of the plaintiff and against the defendant. The plaintiff is entitled to recover the said amount together with interest, costs and other consequential reliefs in accordance with the provisions of the Artha Rin Adalat Ain, 2003.

In result the case succeeded.

Court Fee paid is correct

Hence,

It is Ordered

That the present suit be decreed on part on contest against Defendant No.2 and ex-party against other defendants with costs for an amount of **Tk.** 6,90,237.05/**- (Taka Six Lakh Ninety Thousand Two Hundred Thirty-Seven point Five only.** The Plaintiff shall be entitled to receive the said amount **together with interest or profit as applicable under the prevailing laws or rules from 23.10.2022**, 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 more 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.