Artha Rin Suit No. 1570 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 : 5th day of July, 2026.

Artha Rin Suit No. 1570 of 2023

Prime Bank Limited--Plaintiff

-Versus-

Kamala Rahman--Defendant

This case came up for final hearing on: 24.04.2025, 07.10.2025 and 26 .02.2026 & 18.05.2026.

In presence of:
Mr. Nikhil Kumar Biswas--------------------------------Advocate for Plaintiff.
Mr. Md. Rafiqul Islam---------------------------------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. **2,00,883.69 (Taka Two Lac Eight Hundred Eighty Three Point Six Nine only)** outstanding up to **12.12.2021** against the defendant.

The suit was filed on 28.03.2022 before the **Artha Rin Adalat No. 2**, Dhaka, being registered as **Artha Rin Suit No. 199 of 2022**. Subsequently, by order dated 19.07.2023 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. 1570 of 2023**.

Plaintiff's Case in Brief

1) The plaintiff's case, in brief, is that the defendant obtained a Credit Card Loan facility of Tk. 1,50,000.00 from the plaintiff bank under a VISA Credit Card and duly availed the entire sanctioned amount. Under the terms and conditions of the sanction, the defendant was legally bound to repay the loan together with interest. However, the defendant defaulted in repayment from the very inception of the facility and failed to regularize the loan account despite repeated demands, reminder letters, telephone calls, personal visits, and the issuance of a legal notice. It is further alleged that the defendant acknowledged the outstanding liability on several occasions but, with mala fide intention, failed to discharge the same. Consequently, as the outstanding liability stood at Tk. 2,00,883.69 inclusive of accrued interest up to 12.12.2021, the plaintiff was constrained to institute the present suit for realization of the said amount together with other reliefs as prayed for.

2) The defendant contested the suit filing a written statement contending inter alia that the suit, as framed and instituted, is not maintainable either in law or on facts, that it discloses no valid cause of action against the defendant, and that the same is hopelessly barred by limitation and, therefore, liable to be dismissed. The defendant states admittedly on 08.04.2014 she obtained a credit card facility from the plaintiff, bearing Card No. 4573 5400 5134 2701 with an approved credit limit of Tk. 1,50,000.00. According to the defendant, out of the sanctioned credit limit she utilized Tk. 1,45,000.00, while the remaining Tk. 5,000.00 remained unutilized in the card account.

3) It is further stated that after availing the said credit facility, the defendant regularly repaid the outstanding dues by making deposits with the plaintiff bank on different dates. In this regard, she asserts that she deposited Tk. 14,000.00 on 30.06.2014 and another Tk. 14,000.00 on 27.10.2014

through deposit slips. Thereafter, she deposited Tk. 64,600.00 on 22.04.2015 and a further sum of Tk. 1,00,000.00 on 08.09.2015. It is further alleged that, out of the said deposit of Tk. 1,00,000.00, she subsequently re-withdrew Tk. 75,000.00 from the credit card account.

4) The defendant further avers that certain officials of the plaintiff bank also received payments directly from her through mobile banking (bKash), namely Tk. 6,000.00 by one Md. Imran and Tk. 2,000.00 by one Md. Arif. She further claims that on 07.03.2016 she deposited another Tk. 1,00,000.00 through a bank deposit slip. Subsequently, she made further payments of Tk. 3,000.00 on 30.04.2017 and Tk. 3,000.00 on 08.06.2017 through bank officials who collected the money from her residence.

5) The defendant further states that she continued making repayments towards the credit card liability by depositing Tk. 2,000.00 each on 04.11.2018, 17.11.2020, 10.12.2020, 16.03.2021, 30.05.2021, 11.10.2021, 12.12.2021 and 22.12.2021, followed by deposits of Tk. 10,000.00 each on 28.02.2022, 03.03.2022 and 19.04.2022. According to the defendant, by virtue of all the aforesaid deposits and payments, she paid an aggregate amount of Tk. 2,77,600.00 to the plaintiff bank against the credit card facility.

6) It is the specific case of the defendant that despite repeated requests for a complete statement of account, the plaintiff bank failed and neglected to furnish the same. She further alleges that the refusal of the bank to provide the statement gave rise to a reasonable belief that no outstanding liability remained due after adjustment of all her payments and that the plaintiff intentionally withheld the statement to conceal the true state of accounts.

7) The defendant further asserts that although the plaintiff issued legal notices dated 12.12.2021 and 31.01.2022 demanding repayment of the alleged outstanding dues, Mr. Monirul Islam of the plaintiff bank's Special Asset Management Division, Head Office, Motijheel, Dhaka, assured her that no legal proceeding would be instituted if she continued making payments. Relying upon such assurances and acting in good faith, the

defendant deposited an additional Tk. 10,000.00 on 28.02.2022, Tk. 10,000.00 on 03.03.2022 and Tk. 10,000.00 on 19.04.2022.

8) The defendant contends that, notwithstanding such assurances and despite having borrowed money during her retired life to make the aforesaid additional payments, the plaintiff nevertheless instituted the present suit on 28.03.2022. According to the defendant, after taking into account all the payments made by her, she has not only discharged the entire credit card liability but has in fact paid Tk. 2,77,600.00, which exceeds the plaintiff's lawful claim by Tk. 76,716.31. She, therefore, asserts that no amount is legally recoverable from her and that, on the contrary, the plaintiff bank is liable to refund the excess amount received. On the foregoing grounds, the defendant prays that the suit be dismissed with costs as being devoid of merit and not maintainable in law and on facts.

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:

Issues:

1. Whether the suit is maintainable in its present form and manner?
2. Whether the plaintiffs have any cause of action for filing the suit ?
3. Whether the suit is barred by limitation?
4. Whether the plaintiff Bank is entitled to recover the claimed amount from the defendant?
5. Whether the plaintiff is entitled to the relief as prayed for?

Discussions and Decisions:

9) To prove the plaint case, the plaintiff examined 01 witnesses namely **Md. Mozammel Haque 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 & Sanctioned Letter	**Exhibit-2 Series**
3) Reminder Letter	**Exhibit-3**
4) Legal Notice with P.R.	**Exhibit-4 series**
5) Account statement	**Exhibit-5**

On the other hand, to prove the defendant's case, the defendant examined a witness namely **Kamala Rahman as D.W.1, During examination of D.W.1 , some deposit slips were** produced and proved, but mistakenly those were not exhibited by D.W1. Later on this court suo moto made them exhibited marked as **Exhibit:- I-XVI.**

Decision with Reasons

10) Issue nos. 1-3: Whether the suit is maintainable in its present form and manner? + Whether the plaintiffs have any cause of action for filing the suit? + Whether the suit is barred by limitation?

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 non-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. These issues are thus decided in favour of the plaintiff.

11) 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 sanctioned credit facilities in favour of the defendant. The said facilities were secured by execution of charge documents and personal guarantees. However, the defendant 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 **2,00,883.69 (Taka Two Lac Eight Hundred Eighty Three Point Six Nine only)** outstanding up to **12.12.2021** against the defendant. Despite repeated reminders, the defendant failed to discharge the said liabilities. Ultimately, the plaintiff issued Legal notice on **31.01.2022**, calling upon the defendant 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 **31.01.2022**, and the instant suit having been filed on 28.03.2022, 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. All the aforesaid issues are therefore answered in favour of the plaintiffs.

12) <u>**Issue No: 4 & 5 :** Whether the plaintiff institution is entitled to recover the claimed amount from the defendant ? + Whether the plaintiff is entitled to obtain a decree as prayed for?</u>

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

It is not in dispute that the plaintiff is a duly incorporated banking company carrying on banking business under the laws of Bangladesh and is legally competent to institute and maintain the present suit. It is equally undisputed that the defendant, Kamala Rahman, applied for and obtained a Credit Card Loan Facility from the plaintiff bank. Consequently, the existence of a banker-customer relationship as well as the contractual obligations arising therefrom stands admitted by the parties.

13) The plaintiff examined one witness, **P.W.1 Md. Mozammel Haque**, who tendered his evidence by way of affidavit in support of the plaint. His testimony remained consistent with the pleadings and was duly corroborated by the documentary evidence produced before the Court. Although he was subjected to cross-examination, nothing material could be elicited to impeach his credibility or to cast any reasonable doubt upon the truthfulness of his evidence. Consequently, his testimony inspires confidence and deserves full evidentiary weight.

14) Section 6(4) of the *Artha Rin Adalat Ain, 2003* expressly provides that the statements contained in the plaint supported by affidavit shall constitute evidence unless effectively rebutted by reliable evidence adduced by the defendant. Therefore, once the plaintiff has produced prima facie evidence establishing the transaction and the outstanding liability, the evidential burden shifts upon the defendant to disprove the plaintiff's claim by cogent and convincing evidence.

15) **Exhibit-2/1,** being the Acknowledgement Slip, establishes that upon the defendant's request the plaintiff sanctioned a Credit Card Loan Facility amounting to Tk.1,50,000/- subject to the agreed terms and conditions. Significantly, the defendant herself has admitted in the written statement as

well as in evidence that she availed the said facility and repeatedly utilized the credit card. Such admission substantially dispenses with the necessity of further proof regarding the creation of the loan transaction.

16) The documentary evidence further reveals that after availing the credit facility the defendant failed to maintain regular repayment in accordance with the contractual stipulations. Exhibit-4 series, comprising the legal notice together with the postal receipts, clearly demonstrates that prior to institution of the suit the plaintiff repeatedly demanded repayment of the outstanding dues. Despite receipt of such demand, the defendant neither regularized the loan account nor liquidated the outstanding liability. The statutory requirement of making demand before institution of the suit has, therefore, been duly complied with.

17) Particular significance attaches to Exhibit-5, namely the Statement of Account maintained by the plaintiff in the ordinary course of banking business. The said statement reveals that as on 12.12.2021 the defendant became liable to pay Tk.1,98,833.69 inclusive of accrued interest. Such statement of account, being maintained in the regular course of banking business, carries substantial evidentiary value. In the present case, the defendant has neither produced any alternative statement of account or any independent documentary evidence capable of demonstrating that the entries recorded by the plaintiff are incorrect or fabricated. In absence of any convincing evidence to the contrary, there exists no legal reason to discard the plaintiff's regularly maintained account.

18) The principal defence of the defendant is that she regularly repaid the loan and allegedly paid an aggregate amount of Tk.2,77,600/- towards the credit card liability, thereby extinguishing the entire debt and even making excess payment. In support of such defence, the defendant produced several deposit slips marked as Exhibit-I to Exhibit-XVI.

19) The Court has carefully examined the said deposit slips. Mere production of deposit slips, however, does not by itself establish complete discharge of the loan liability unless it is shown that each payment has remained uncredited in the plaintiff's statement of account or that the bank has deliberately omitted such adjustments. The defendant has not produced any statement of account, settlement statement, certificate from the bank, or any other reliable documentary evidence demonstrating that the payments relied upon by her were omitted from the plaintiff's account or that the plaintiff's calculation is erroneous. Consequently, the plea of complete adjustment remains unsupported by satisfactory evidence.

20) Nevertheless, from Exhibit-XIII to Exhibit-XVI, it clearly appears that subsequent to 12.12.2021 the defendant made four separate deposits of Tk.2,000/-, Tk.10,000/-, Tk.10,000/- and Tk.10,000/-, aggregating Tk.32,000/-. Since these payments were admittedly made after the date up to which the plaintiff calculated its outstanding claim, equity, justice, and good conscience require that such subsequent payments be adjusted against the decretal claim. Accordingly, deducting Tk.32,000/- from the outstanding amount of Tk.1,98,833.69, the balance lawfully recoverable by the plaintiff

comes to Tk.1,66,833.69 (Taka One Lac Sixty-Six Thousand Eight Hundred Thirty-Three and Paisa Sixty-Nine only).

21) The continuous default committed by the defendant ultimately resulted in classification of the loan account and rendered the entire outstanding liability immediately recoverable in accordance with the governing contractual terms and the applicable banking laws. The plaintiff has successfully established the existence of a valid loan transaction, persistent default on the part of the defendant, service of legal demand, and the precise amount remaining outstanding after due adjustment.

22) Upon an independent and comprehensive assessment of the pleadings, oral testimony, documentary exhibits, admissions of the parties, and the entire evidence on record, this Court is satisfied that the plaintiff has discharged the burden of proof required under the *Artha Rin Adalat Ain, 2003*. Conversely, the defendant has failed to substantiate her plea of full adjustment or payment by producing reliable and convincing evidence sufficient to rebut the plaintiff's documentary case.

23) Accordingly, this Court holds that the plaintiff has successfully proved its claim to the extent of Tk.1,66,833.69 after giving due credit to the subsequent payments made by the defendant. The issues are, therefore, decided in favour of the plaintiff and against the defendant, and the plaintiff is legally entitled to recover the said amount together with interest and other consequential reliefs as admissible under the law.

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 with costs for an amount of **Tk. 1,66,833.69 (Taka One Lac Sixty Six Thousand Eight Hundred Thirty Three Point Six Nine 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 28.03.2022**, 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.