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 : 6th day of July, 2026.

Artha Rin Suit No.298 of 2024.

Eastern Bank Limited---Plaintiff

-Versus-

Mr. Nurul Amin Howlader (Sujon)--- ---------------------------------------Defendants

This case came up for final hearing on: 08.09.2025, 29.10.2025

In presence of :
Mr. Md. Zakaria Haider---Advocate for Plaintiff.
Mr. Md. Wahiduzzaman---------------------------------------Advocate for Defendant.

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

The plaintiff **Eastern Bank Limited** filed this present suit under the **Artha Rin Adalat Ain, 2003** for recovery of **Tk. 5,19,419.02/- (Taka Five Lac Nineteen Thousand Four Hundred Nineteen Point Zero Two) as on 30.04.2023.**

Plaintiff's Case in Brief:

The case of the plaintiff, in brief, is that the plaintiff, Eastern Bank Limited, is a banking company duly incorporated under the laws of Bangladesh and is legally competent to institute and maintain the present suit. Defendant No. 1 is the principal borrower, while Defendant Nos. 2 and 3 are the personal guarantors, all of whom are jointly and severally liable for repayment of the loan and all related liabilities.

ARM 298 of 2024.

Upon the application of Defendant No. 1 dated 16.09.2018, the plaintiff sanctioned a Term Loan Facility of Tk. 10,00,000.00 by Sanction Letter dated 26.09.2018. Defendant No. 1 accepted the terms and conditions of the sanction, availed the entire loan facility, and executed the requisite loan and security documents in favour of the plaintiff. Defendant Nos. 2 and 3 also executed Letters of Guarantee, thereby undertaking to guarantee repayment of the loan in the event of default.

Thereafter, the defendants failed to repay the loan in accordance with the agreed repayment schedule and became persistent defaulters from the inception of the facility. Despite repeated demands, including a facility call-up notice and a legal notice dated 30.04.2023, the defendants neglected and failed to regularize or repay the outstanding dues. According to the statement of account maintained by the plaintiff in the ordinary course of banking business, a sum of Tk. 5,19,419.02 remained outstanding as on 30.04.2023, inclusive of accrued interest.

The loan was secured by hypothecation of the borrower's business assets. However, upon inspection, the plaintiff found that the hypothecated movable assets were no longer available at the designated business premises, rendering recovery through auction under section 12 of the Artha Rin Adalat Ain, 2003 impossible. Consequently, the plaintiff was compelled to institute the present suit for realization of its outstanding dues.

On the other hand, Defendant No. 1 entered appearance and contested the suit by 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, and that the same is barred by limitation and, as such, is liable to be dismissed.

On the merits, the defendant states that he is a furniture businessman. Due to a severe downturn in the business and the unprecedented economic disruption caused by the COVID-19 pandemic, his furniture business came to a complete standstill, resulting in acute financial hardship. Consequently, he was unable to repay the loan installments to the plaintiff bank within the stipulated time. However, the defendant asserts that he has always been willing and committed to liquidating the outstanding liability.

The defendant further contends that despite repeatedly requesting the plaintiff bank to provide a true and correct statement of accounts, the plaintiff failed to furnish the same. He claims to have made several partial payments towards the outstanding loan amount from time to time and states that he is ready and willing to pay the remaining dues upon reconciliation of the accounts. It is further asserted that even during the pendency of the present suit, the defendant made additional partial payments towards the loan liability.

The defendant lastly contends that since the plaintiff neither supplied an accurate statement of accounts nor served any valid demand notice upon him, the amount claimed in the plaint is incorrect and not legally recoverable. Accordingly, the defendant has prayed for dismissal of the suit with costs.

Issues:

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 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 defendants?

5) Whether the plaintiff Bank is entitled to obtain a decree as prayed for?

Discussions and Decisions:

To prove the plaint case, the plaintiff examined 01 witnesses namely **G.M. Selim Reza 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 and Sanctioned Letter	**Exhibit-2 Series**
3) Charge Documents	**Exhibit-3 Series**
4) Call up Notice, Legal Notice with Postal Receipt	**Exhibit-4**
5) Account statement	**Exhibit-5**

On the other hand, the defendants did not examine any witness and did not produce any documents before the court.

Decision with Reasons

Issue nos. 1-3: Whether the suit is maintainable in it's present form and prayer? + Whether the plaintiffs have any cause of action for filing the suit?+ Whether the suit is barred by limitation?

All the issues are taken up together for the sake of brevity and convenience. Upon consideration of the plaint, written statement, and evidence on record, it appears that although the defendants challenged the maintainability of the suit, they failed to produce any evidence in support of their objections. The plaintiff, being a duly incorporated banking company, has lawfully instituted the suit under the provisions of the Artha Rin Adalat Ain, 2003. The plaint was filed in compliance with Section 6(4) of the Ain, accompanied by the requisite court fees and supporting loan documents, and no legal defect is found in its institution.

The plaint also clearly discloses a valid cause of action. The evidence shows that the plaintiff sanctioned credit facilities to defendant No.1, secured by the necessary charge documents and personal guarantees. The defendants defaulted in repayment, resulting in an outstanding liability of Tk. 5,19,419.02 as on 30.04.2023. Despite issuance of a legal notice demanding repayment, the defendants failed to clear the dues, compelling the plaintiff to institute the present suit. As the cause of action arose on 30.04.2023 and the suit was filed on 28.05.2023, it is well within the period of limitation.

Accordingly, the Court finds that the suit is maintainable, discloses a valid cause of action, and is not barred by limitation. All these issues are, therefore, decided in favour of the plaintiff

Issue No: 4 & 5 : Whether the plaintiff Bank is entitled to recover the claimed amount from the defendant? + Whether the plaintiff Bank 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 both on facts and in law.

It is an admitted position that the plaintiff is a duly incorporated banking financial institution and is legally competent to institute and maintain the present suit for recovery of its outstanding financial dues. The evidence on record establishes that **Defendant No.1, Nurul Amin Howlader (Sujon),** obtained a Term Loan Facility of Tk. 10,00,000/- from the plaintiff, while Defendant Nos.2 and 3 executed deeds of guarantee securing repayment of the said facility, thereby assuming liability co-extensive with that of the principal borrower.

Under Section 6(4) of the Artha Rin Adalat Ain, 2003, the plaint supported by affidavit constitutes substantive evidence unless effectively rebutted. In support of its case, the plaintiff examined **P.W.1, G.M. Selim Reza**, whose affidavit-in-chief remained consistent with the plaint and whose testimony was not shaken in cross-examination. The Court finds his evidence reliable and worthy of acceptance.

The documentary evidence further substantiates the plaintiff's claim. **Exhibit-2/1,** the sanction letter dated 26.09.2018, proves that the loan facility was duly sanctioned in favour of Defendant No.1 upon his application. Exhibit-3 series establishes execution of the requisite loan agreements, guarantees, and other security documents, thereby creating a valid and enforceable financial obligation. Exhibit-4 series, comprising the legal notice and postal receipts, demonstrates that despite repeated demands, the defendants failed to regularize the loan account or repay the outstanding dues before institution of the suit.

Exhibit-5, the statement of account maintained in the ordinary course of banking business, reveals that as on 30.04.2023 the outstanding liability stood at Tk. 5,19,419.02/-, inclusive of accrued interest. Such statement carries strong evidentiary value, particularly when the defendants failed to produce any contrary account statement, payment reconciliation, receipts, bank deposit slips, or other documentary evidence challenging its correctness.

Although the defendants filed a written statement disputing the plaintiff's claim and alleging that the statement of account was incorrect and exaggerated, they neither examined any witness nor produced any documentary evidence in support of those assertions. Mere pleadings or bare denials, unsupported by evidence, cannot displace a claim proved by credible oral testimony and primary documentary records. The defendants also failed to establish that any substantial payment was made during the pendency of the suit or that the plaintiff's claim had been adjusted.

The evidence further shows that due to continuous default by Defendant No.1, the loan account became classified and the outstanding dues remained unpaid despite repeated demands. Accordingly, the plaintiff has successfully proved that the liability lawfully matured and became recoverable.

Since no restrictive clause limiting the guarantors' liability has been shown, Defendant Nos.2 and 3 are jointly and severally liable with Defendant No.1 in terms of their deeds of guarantee.

Upon an overall assessment of the pleadings, oral evidence, documentary exhibits, and surrounding circumstances, this Court is satisfied that the plaintiff has proved its claim. The issues are therefore decided in favour of the plaintiff, who is entitled to recover Tk. 5,19,419.02/- (Taka Five Lac Nineteen Thousand Four Hundred Nineteen and Paisa Two only) as on 30.04.2023 from the defendants, jointly and severally.

In result the case succeeded.

Court Fee paid is correct

Hence,

It is Ordered

That the present suit be decreed on contest against Defendant No. 1 and ex-party against the other defendants with costs for an amount of **Tk. 5,19,419.02/- (Taka Five Lac Nineteen Thousand Four Hundred Nineteen Point Zero Two) as on 30.04.2023.**

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 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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