**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: 2nd day of August, 2026.**

## Artha Rin Suit No. 195 of 2024.

The City Bank Limited------------ --------------------------------------------Plaintiff

**-Versus-**

Md. Mahfujul Haq Bhuiyan------------------------------------------------Defendants

This case came up for final hearing on: 06.10.2025, 19.04.2026 & 16.07.2026

In presence of:

Mr. Md. Khalad Hossain Sarker------------------------------Advocate for Plaintiff.

Mr. Tobarak Hossain Chowdhury--------------------Advocate for Defendant No.1.

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

The plaintiff, The City Bank Limited filed this present suit under the **Artha Rin Adalat Ain, 2003** for recovery of Tk. **10,30,925.80 (Taka Ten Lac Thirty Thousand Nine Hundred Twenty Five Point Eight Zero)** as on 19.03.2023.

**Plaintiff's Case in Brief**

The plaintiff, The City Bank Limited, is a banking company duly incorporated under the relevant laws of Bangladesh and carrying on banking business in accordance with law. The defendant, being the borrower and guarantor, availed himself of a Personal Loan Facility from the plaintiff Bank. Upon the defendant's application and after due consideration, the plaintiff sanctioned a Personal Loan Facility of Tk. 15,00,000/- (Taka Fifteen Lac) vide Banking Arrangement Letter dated 28.10.2018.

For securing repayment of the said facility, the defendant agreed to abide by all the terms and conditions of the banking arrangement and, accordingly, accepted the Banking Arrangement Letter dated 28.10.2018 and executed a Demand Promissory Note and Personal Letter of Guarantee, both dated 28.10.2018, in favour of the plaintiff Bank, thereby undertaking to repay the outstanding liability.

Thereafter, the defendant duly availed and utilized the sanctioned loan facility. However, he failed to repay the loan in accordance with the stipulated repayment schedule and became irregular in payment of the agreed installments from the very inception of the facility. Despite repeated demands, requests and reminders, the defendant failed and neglected to regularize the loan account or liquidate the outstanding liability.

Consequently, the plaintiff caused a legal notice dated 11.12.2022 to be issued and duly served upon the defendant, demanding payment of the outstanding dues. Despite receipt of the notice, the defendant neither replied nor made any payment. As per the statement of account maintained in the ordinary course of banking business, a sum of Tk. 10,30,925.80 remained outstanding as on 19.03.2023. Having failed to recover the said dues despite repeated demands, the plaintiff was constrained to institute the present suit for realization of its legitimate outstanding claim.

## Defendant's Case :

On the other hand, Defendant No. 1, contesting the suit by filing a written statement, contends that the suit, in its present form and manner, is not maintainable and that the plaintiff has no cause of action to institute the same. The defendant states that, after availing the loan facility from the plaintiff Bank, he made payments amounting to Tk. 10,53,578.17 at different times. However, the plaintiff, in the plaint, allegedly stated that the defendant had not made any payment after availing the loan facility. On this ground, the defendant claims that the suit is liable to be dismissed.

The defendant further contends that the plaintiff instituted the suit before expiry of the stipulated repayment period of the loan and, as such, the suit was premature and liable to be dismissed.

The defendant further states that, even after institution of the suit, he made payments towards adjustment of the outstanding loan on 22.06.2023, 24.06.2023, 08.08.2023, 31.08.2023, 27.09.2023, 31.10.2023 and 26.01.2023, aggregating to Tk. 1,06,500/-, and has been making efforts to pay the remaining dues. He submits that due to financial hardship and stagnation in his business, he is presently unable to discharge the liability in full. Nevertheless, he expresses willingness to repay the plaintiff Bank's legitimate dues by installments if such arrangement is facilitated through mediation of the Court. On these grounds, he prays for dismissal of the suit.

## Issues:

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

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:

To prove the plaint case, the plaintiff examined 01 witnesses namely **Md. Monjurul Faruque 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) Demand Promissory Note | **Exhibit-4** |
| 5) Personal Letter of Guarantee | **Exhibit-5** |
| 6) Legal Notice | **Exhibit-6** |
| 7) Account statement | **Exhibit-5** |

On the other hand, to prove the defendant's case, the defendants examined a witness namely **Md. Mahfuzul Haque Bhuiyan as D.W.1, but he did produce any documents** before the court.

**Decision with Reasons**

**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 company 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.

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 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 **10,30,925.80/-.** Despite repeated reminders, the defendants failed to discharge the said liabilities. Ultimately, the plaintiff issued Legal notice on 11.12.2022, 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 11.12.2022, and the instant suit having been filed on 01.06.2023, 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.

**Issue No : 3 & 4 :**

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?

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. Upon careful consideration of the pleadings of the parties, the oral evidence adduced, documentary exhibits produced, and the entire materials available on record, it appears that the plaintiff bank instituted the present suit for realization of outstanding dues amounting to **Tk. 10,30,925.80 (Taka Ten Lac Thirty Thousand Nine Hundred Twenty Five Point Eight Zero)** inclusive of accrued interest calculated up to **19.03.2023**, against the defendants under the provisions of the Artha Rin Adalat Ain, 2003.

It is admitted and undisputed that the plaintiff is a duly incorporated banking institution, legally competent to institute and maintain the present suit for realization of financial claims arising out of sanctioned credit facilities advanced in the ordinary course of its business. It further appears from the record that Defendant No.1, namely **Md. Mahfuzul Haque Bhuiyan**, is the principal borrower, while Defendant No.2 executed deeds of personal guarantee securing repayment of the said loan facility and thereby assumed co-extensive liability with the borrower in accordance with law.

In view of Section 6(4) of the Artha Rin Adalat Ain, 2003, the plaint supported by affidavit carries substantive evidentiary value unless rebutted by credible and reliable evidence to the contrary. In support of its claim, the plaintiff examined one witness, namely **P.W.1 Md. Monjurul Faruque**, who submitted affidavit-in-chief in support of the plaint. His testimony remained materially consistent, coherent, and fully supportive of the plaintiff's pleaded case. Nothing substantial could be elicited in cross-examination to discredit his testimony or weaken the evidentiary value of the plaintiff's case.

From **Exhibit-3**, being the sanction letter dated **28.10.2018**, it clearly transpires that upon application and request of Defendant No.1, the plaintiff sanctioned a term loan facility amounting to **Tk. 15,00,000/- (Taka Fifteen Lac only)** in favour of Defendant No.1 subject to specified terms and conditions. The charge documents marked **Exhibit-4 & 5** further establish that the borrower and guarantors executed all necessary security documents, undertakings, repayment commitments, and other binding financial instruments in favour of the Plaintiff Bank. These documents unmistakably prove lawful creation of financial liability and establish beyond doubt that Defendant No.1 duly availed the sanctioned facility and undertook repayment obligations according to agreed terms.

The reminder letters and legal notice marked **Exhibit-6** reveal that after availing the said facility, Defendant No.1 failed to maintain regular repayment and gradually committed persistent default. The documentary record further demonstrates that despite repeated reminders, notices, and demands issued by the plaintiff, the defendants failed to regularize the account or liquidate the overdue liability. The legal notice also sufficiently establishes that the plaintiff demanded repayment before institution of the suit in accordance with law.

The statement of account marked **Exhibit-7**, maintained in the ordinary course of financial business, clearly reveals that as on **19.03.2023** the total outstanding dues stood at **Tk. 10,30,925.80/-**, inclusive of accrued interest. Such statement of account carries presumptive evidentiary value, particularly when regularly maintained in course of business, and in the present case the defendants failed to produce any contrary statement, independent audit, payment reconciliation, or documentary material capable of dislodging the correctness of the plaintiff's financial claim.

On the other hand, the defendants contested the suit by filing written statement wherein they admitted availing the loan facility of **Tk. 15,00,000/-** from the plaintiff institution. Their principal defence is that Defendant No.1 was regular in repayment and allegedly paid a total sum of **Tk. 10,53,578.17/-** towards loan installments. They further contended that the suit was instituted before expiry of the loan tenure and that the plaintiff's present claim is exaggerated and based on incorrect statement of account. However, although such assertions were made in the written statement, no documentary evidence such as money receipts, account reconciliation statements, bank deposit slips, or other financial records were produced to substantiate those claims.

This Court notes that mere pleading without proof carries no evidentiary weight. The defendants, despite contesting the suit, failed to produce any reliable documentary evidence demonstrating full adjustment of installments or disproving the plaintiff's maintained account statement. During pendency of the suit also, no substantial payment was made nor was any convincing repayment proposal placed before the Court. Mere denial or allegation unsupported by evidence cannot defeat a financial claim proved by primary documentary records.

It further appears from the materials on record that due to continuous default committed by Defendant No.1, the loan account became classified and remained unpaid despite repeated demands. The plaintiff has therefore successfully established that the outstanding liability lawfully matured and remained recoverable.

Under Section 6(5) of the Artha Rin Adalat Ain, 2003, the liability of guarantors is co-extensive with that of the principal borrower unless restricted by specific contractual terms. In the present case, no such limiting clause is found in the guarantee documents. Consequently, Defendant Nos.2 and 3, having voluntarily executed guarantee obligations, are jointly and severally liable together with Defendant No.1 for repayment of the decretal dues.

Upon comprehensive evaluation of the plaint, written statement, oral depositions, cross-examination, documentary exhibits, and all surrounding circumstances, this Court finds that the plaintiff has been able to prove its claim by reliable oral and documentary evidence. Accordingly, the issues under consideration are decided in favour of the plaintiff who is entitled to recover **Tk. 10,30,925.80/-** 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 Nos. 1 and ex-party against the other defendant with costs for an amount of Tk. **10,30,925.80 (Taka Ten Lac Thirty Thousand Nine Hundred Twenty Five Point Eight Zero)** as on 19.03.2023. The Plaintiff shall be entitled to receive the said amount **together with interest or profit as applicable under the prevailing laws or rules from 01.06.2023**, 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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**Judge (Joint District Judge)**
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