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 : 3rd day of September, 2026

Artha Rin Suit No. 1991 of 2023.

Lankabangla Finance PLC---Plaintiff

-Versus-

Mr. Md Nasir Uddin & 03 others-------------------------------Defendant

This case came up for final hearing on: 01.09.2025, 15.04.2026 & 16.08.2026.

In presence of :
Mr. Raju Howlader Polash--------------------Advocate for Plaintiff.
Mr. Md Anisur Rahman --------------------Advocate for Defendant.

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

The plaintiff **Lankabangla Finance PLC** filed this present suit under the **Artha Rin Adalat Ain, 2003** for recovery of **Tk. 10,06,704.14 (**Taka Ten Lac Six Thousand Seven Hundred Four Point Fourteen **) as on 31.05.2023.**

The Plaintiff case in brief :

The plaintiff, **Lankabangla Finance PLC,** is a duly incorporated and licensed non-banking financial institution carrying on business under the laws of Bangladesh and is legally competent to institute the present suit. Defendant No. 1 is the principal borrower, while Defendant Nos. 2-4 executed personal guarantees and are jointly, severally, and personally liable for repayment of the outstanding dues.

Upon the application of Defendant No. 1 dated 03.02.2019, the plaintiff sanctioned a Personal Loan Facility of Tk. 10,00,000/- vide Sanction Letter dated 27.02.2019. Pursuant thereto, the parties executed a Loan Agreement on 27.02.2019 setting out the terms and conditions governing the facility. To secure repayment, Defendant No. 1 executed the requisite loan and security documents in favour of the plaintiff, while Defendant Nos. 2-4 furnished irrevocable personal guarantees undertaking to discharge the liability in the event of default by the principal borrower.

After disbursement, Defendant No. 1 duly availed the loan facility but failed to repay the installments in accordance with the agreed repayment schedule and became a chronic defaulter. Despite repeated demands and reminders, the defendants neither regularized the loan account nor liquidated the outstanding liability. Consequently, the plaintiff issued a legal notice dated 16.08.2023 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. 10,06,704.14** remained outstanding as on **31.05.2023.** 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.

<u>The Defendant No. 1 entered appearance and contested the suit by filing a written statement, contending that</u> the suit is not maintainable in its present form and manner, is without any lawful cause of action, and suffers from defect of parties. On merits, the defendant submits that he availed a personal loan of Tk. 10,00,000 from the plaintiff institution. Thereafter he regularly paid the installment of the loan. Even during Covid-19 period he never missed the installment. The plaintiff without any notice has filed the instant suit. The claimed amount is exaggerated and based on false statement. The present suit has been brought just to harass the defendant. As such the suit shall liable to be dismissed with cost.

<u>Issues:</u>

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 has any cause of action for filing the suit ?

3) Whether the suit is barred by limitation ?

4) Whether the plaintiff is entitled to recover the claimed amount from defendants?

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

<u>Discussions and Decisions:</u>

To prove the plaint case, the plaintiff examined 01 witness namely **Md. Omor Faruque as P.W.1** before this court**. During examination of P.W.1 t**he documents produced by him were marked as **Exhibit -1, Exhibit 2 Series, Exhibit- 3 Series and Exhibit -4.** On the other hand, to prove the defendant's case, the defendant examined a witness namely **Md Nasir Uddin as D.W.1, but** he did not produce any evidence in support his defense.

Decision with Reasons

Issue no. 1, 2 and 3 :

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. This issue is 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 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 **Tk. 10,06,704.14.** Despite repeated reminders, the defendants failed to discharge the said liabilities. Ultimately, the plaintiff issued Legal notice on 16.08.2023, 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 16.08.2023, and the instant suit having been filed on 15.11.2023, 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, and is not barred by limitation. All the aforesaid issues are therefore answered in favour of the plaintiffs.

<u>Issue No : 4 and 5 :</u>

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 non-banking financial institution legally competent to institute the present suit. It is undisputed that **Defendant No.1, Nasir Uddin**, availed a personal loan facility from the plaintiff, while Defendant Nos.2-4 executed deeds of guarantee, thereby undertaking co-extensive liability for repayment.

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. Omar Faruque** whose testimony remained consistent and unshaken in cross-examination. **Exhibit-2/2**, the Sanction Letter dated 27.02.2019, establishes that the plaintiff sanctioned a Personal loan of Tk.10,00,000/- in favour of Defendant No.1. **Exhibit-2/3 to 2/18** series further proves execution of the loan agreement, guarantee deeds and other charge documents, thereby conclusively establishing the financial relationship and repayment obligations.

Exhibit-3 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-4**, the statement of account maintained in the ordinary course of business, reveals that as on 31.05.2023 the outstanding liability stood at Tk.10,06,707.14/- inclusive of accrued interest. The defendants failed to produce any contrary account statement, payment reconciliation, receipts or other reliable documentary evidence to challenge its correctness.

Although the defendants admitted obtaining the loan facility and claimed to have repaid outstanding dues , such defence remained a mere assertion unsupported by any documentary proof. It is well settled that pleadings without evidence have no evidentiary value. No convincing material was produced to establish full adjustment of the loan or to discredit the plaintiff's financial records. The materials on record further show that the loan account became classified due to persistent default and remained unpaid despite repeated demands.

The guarantee documents contain no clause limiting the liability of Defendant Nos.2-4. Accordingly, under Section 6(5) of the Artha Rin Adalat Ain, 2003, they are jointly and severally liable with Defendant No.1.

Upon an overall assessment of the evidence, this Court is satisfied that the plaintiff has successfully proved its claim by reliable oral and documentary evidence. Accordingly, the issues are decided in favour of the plaintiff, who is entitled to recover Tk. 10,06,707.14/- jointly and severally from the defendants.

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 defendants with costs for an amount of **Tk. 10,06,707.14/- (**Taka Ten Lac Six Thousand Seven Hundred Four Point Fourteen**) up to 31.05.2023**. The Plaintiff shall be entitled to receive the said amount together with interest or profit as applicable under the prevailing laws or rules from **14/02/2024**, 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),
Artha Rin Adalat No-1 ,Dhaka**.**