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 October, 2026.

Artha Rin Suit No. 2227 of 2024.

Lankabangla Finance PLC----------Plaintiff

-Versus-

Md. Mostafizur Rahman----------Defendant

This case came up for final hearing on: 28.09.2025, 07.05.2026, 16.06.2026 & 19.07.2026.

In presence of:
Mr. M. Habibur Rahman (Sumon)----------Advocate for Plaintiff.
Mr. Md. Hadiul Islam----------Advocate for Defendant.

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

"Judgment"

This is a suit instituted under the provisions of Artha Rin Adalat Ain, 2003 for realization of defaulted loan amounting to Tk. **6,84,405.58** (Taka Six Lac Eighty Four Thousand Four Hundred Five Point Fifty Eight only) outstanding up to 30.05.2024 against the defendant.

Plaintiff's Case in Brief

The plaintiff, **Lankabangla Finance PLC**, is a non-banking financial institution duly incorporated under the relevant laws of Bangladesh. The defendant, being a credit card holder, obtained credit facilities from the plaintiff through **Master Card and Visa Card**.

Upon the defendant's application, the plaintiff sanctioned a **Master Card credit facility on 14.06.2010 with a limit of BDT 2,85,000/-**. Subsequently, upon a further application of the defendant, the plaintiff also sanctioned a **Visa Card facility with a credit limit of BDT 1,90,000/-**. The defendant accordingly availed and utilized the said credit facilities by making withdrawals and obtaining financial accommodation within the sanctioned limits, subject to the terms and conditions governing the facilities. It is the plaintiff's further case that, despite repeated demands and reminders, the defendant failed to repay the outstanding dues in accordance with the agreed terms and conditions and became irregular in repayment, ultimately committing default. Consequently, the plaintiff, through its learned Advocate, issued a **legal notice dated 04.07.2024** demanding payment of the outstanding liability. Despite receipt of the said legal notice, the defendant failed and neglected to liquidate the outstanding dues. Accordingly, the plaintiff was constrained to institute the present suit for realization of **BDT 6,84,405.58**, being the outstanding liability under the aforesaid credit facilities, inclusive of accrued interest calculated up to **30.05.2024**.

Defendant's Case

The defendant contested the suit by filing a written statement, wherein he, inter alia, denied having ever applied to the plaintiff institution for issuance of any Master Card or Visa Card. According to the defendant, in the year 1998, he had received a MasterCard from a Sri Lankan-based company namely "VANIK", and the alleged claim of the plaintiff in the present suit is wholly false, baseless and without any lawful foundation.

The defendant further stated that, in the year 2018, he approached certain officials of the plaintiff institution, namely the Recovery Manager and Recovery Officer, with a request to close the said card accounts. At that time, the concerned officials allegedly received a closing letter of accounts as well as an amount of Tk. 2,00,000/- from him. Thereafter, the said officials assured him that no further transaction or liability would arise in respect of those MasterCard and Visa Card accounts.

The defendant further contended that, following such settlement and closure, there had been no communication or correspondence between the parties for nearly seven years. However, all of a sudden, on 10.02.2025, the plaintiff sent an SMS to the defendant demanding adjustment/payment of an amount of Tk. 150/- in connection with the said MasterCard and Visa Card. The defendant claimed that such communication was wholly inconsistent with the alleged closure of the accounts and the subsequent conduct of the parties.

It was further alleged that, despite the aforesaid settlement and closure, the plaintiff has instituted the present suit claiming an exorbitant and wholly disproportionate amount, which, according to the defendant, is false, fabricated and mala fide. The defendant also alleged that, in order to avoid or suppress allegations of irregularity and corruption against the concerned officials, an attempt has been made to impose an unjustified liability upon him by unlawfully charging interest and other amounts.

In the circumstances, the defendant contended that the claim of the plaintiff is not legally sustainable, is false and devoid of merit, and that the present suit has been instituted without any lawful cause of action. Accordingly, he prayed that the suit be dismissed with costs.

Issues:

1. Whether the suit is maintainable in its present form and manner?
2. Whether the defendant availed loan facility from the plaintiff and failed to repay the same?
3. Whether the statement of account submitted by the plaintiff is correct?
4. Whether the plaintiff is entitled to the relief as prayed for?

Evidence Adduced:

In support of the case, the plaintiff examined one witness, namely P.W.1, **Abu Bakar Siddique**, who submitted affidavit-in-chief in support of the plaint and proved the documents: Power of Attorney — **Exhibit-1**, Loan Application & Sanction Letter---- **Exhibit-2 Series**, Legal Notice and postal receipts — **Exhibit-3** Series and Statement of Account — **Exhibit-4.**

The account statement filed by the plaintiff at later stage has been marked as Court Exhibit-I and Exhibit-II.

On the other hand, although the defendant examined a witness namely Mostafizur Rahman as DW. 1 who deposed in support of written statement but did not adduce any documentary evidence in support of his defence.

Discussions and Findings

Issue No.1: The defendant has merely stated in the written statement that the suit is not maintainable. However, no documentary evidence has been produced to substantiate such objection. Furthermore, no effective cross-examination was directed to P.W.1 regarding maintainability. Upon examination of the plaint, it appears that the

plaintiff, being a non- banking institution, has instituted the suit before the competent Court having jurisdiction under the provisions of Artha Rin Adalat Ain, 2003 for realization of outstanding dues. Therefore, there appears no legal bar in proceeding with the suit in its present form and manner. Accordingly, Issue No.1 is decided in favour of the plaintiff.

Issue Nos. 2–4:

For convenience of discussion and to avoid repetition, Issue Nos. 2 to 4 are taken up together. The suit has been instituted upon affidavit as required under section 6(4) of Artha Rin Adalat Ain, 2003. Under the said provision, the plaint supported by affidavit carries evidentiary value and constitutes substantive evidence unless rebutted. P.W.1 has consistently deposed that pursuant to the defendant's application dated 13.06.2010, the plaintiff bank sanctioned a credit card (Visa Card) facility amounting to Tk. 1,90,000/- on 14.06.2010. It has further come on record that the defendant availed a Master Card Credit facility for a limit of TK.2,85,000/- on the same date. Accordingly the defendant availed and utilized the sanctioned limit.

The evidence further establishes that after availing the facility, the defendant failed to repay the dues in accordance with banking terms. Despite repeated demands, the defendant remained in default, compelling the plaintiff to issue legal notice dated **04.07.2024** through learned Advocate. The plaintiff has produced statement of account marked **Exhibit-4** showing that as on 30.05.2024, the total outstanding liability stood for the two account (Master card and Visa Card) at Tk. (4,03,328.58 + 2,81,77) = **6,84,405.58**/-.

On the other hand it is the case of the defendant that admittedly he availed and enjoyed the credit facility using the Visa Card and Master Card but he has completely paid all outstanding dues against the two card. In cross examination of P.W.1, the defendant asserted that he deposited TK.2.00 lacs in favor of two officials of the plaintiff institution namely Mr Zakir Hossain and Masud Rana against the adjustment of credit facility but his loan account was not closed rather it were kept alive and reached it upto a gigantic overdue figure. But this stance is unsupported by any reliable documentary evidence. Mere assertion is not enough to prove the very facts. **Exhibit -I and Exhibit-II** clearly demonstrate that in case of Master Card the closing balance of the account was 1,85,681.96 as on January-24 and in case of Visa Card the closing balance of the account was 1,39,692.74 as on May, 2024. Thereafter no evidence is found regarding adjustment of any penny against the loan account by the defendant. An SMS of payment of TK.150 cannot discredit the authenticity of the computed generated

account statement as maintained in daily banking business by the plaintiff. The defendant, though cross-examined P.W.1, failed to discredit the statement of account or challenge any specific entry therein. No contrary statement of account, payment receipt, or expert evidence has been produced by the defendant. This Court finds that the plaintiff has submitted all relevant banking documents and statement of account in support of the claim. No material contradiction or illegality appears in **Exhibit -I and Exhibit-II.**

The allegation of excessive interest remains a mere assertion unsupported by evidence. The defendant also failed to prove that any illegal interest or unauthorized charges were imposed by the plaintiff bank. Rather, from the oral and documentary evidence on record, it clearly appears that: the defendant availed financial accommodation from the plaintiff bank; the defendant defaulted in repayment; the plaintiff's statement of account correctly reflects the outstanding dues; the plaintiff's claim is legally proved.

Therefore, this Court holds that the plaintiff has successfully proved its claim by oral and documentary evidence and is entitled to decree. Accordingly, Issue Nos. 2–4 are decided in favour of the plaintiff.

In result the case succeeded.

Court Fee paid is correct

Hence, It is Ordered

That the present suit be decreed on contest against the sole Defendant with costs for an amount of **Tk. 6,84,405.58** (Taka Six Lac Eighty Four Thousand Four Hundred Five Point Fifty Eight only) outstanding up to 30.05.2024. The Plaintiff shall be entitled to receive the said amount **together with interest or profit as applicable under the prevailing laws or rules from 25.09.2024**, 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 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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