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: 28th day of September, 2026.

Artha Rin Suit No.848 of 2025.

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

-Versus-

Mr. Shohidul Alam Khokon----------Defendant

This case came up for final hearing on: 30.06.2026, 29.07.2026 & 24.08.2026.

In presence of:
Mr. Md. Gainal Abedin----------Advocate for Plaintiff.
Mr. A.N.M. Nizam Uddin Chowdhury-------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. **8,63,625.58** (Taka Eight Lac Sixty Three Thousand Six Hundred Twenty Five Point Fifty Eight) outstanding up to 30.10.2019 against the defendant.

The suit was filed on 13.11.2019 before the **Artha Rin Adalat No. 3**, Dhaka, being registered as **Artha Rin Suit No. 841 of 2019**. Subsequently, by order dated 02.11.2023 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. 848 of 2025**.

Plaintiff's Case in Brief

The plaintiff, The City Bank Limited, is a banking company incorporated under Companies Act, 1994. While the defendant is the Credit Card Holder in question. Upon application of the defendant, the plaintiff Bank approved an **"American Express Gold"** Card dated 24.06.2010 and the plaintiff Bank issued the **"American Express Gold"** Credit Card bearing No. 100000009743 & ID No. 206929 in favour of the defendant and approved Credit Limit of BDT. 3,40,000.00/-. That the defendant availed the said credit facility and agreed to repay the liabilities regarding said credit facility on stipulated terms and conditions and thereafter defendant withdraw money and use his personal purpose by using said credit card facilities.

It is the further case of the plaintiff that despite repeated demands and reminders, the defendant failed to repay the outstanding dues in accordance with the agreed terms and conditions. As the defendant became irregular in repayment and ultimately defaulted, the plaintiff bank issued a **legal notice dated 05.11.2029** through its learned Advocate demanding payment of the outstanding liability. Since the defendant failed to repay the dues even after receipt of legal notice, the plaintiff was constrained to institute the present suit claiming Tk. **8,63,625.58** being the outstanding loan liability inclusive of accrued interest up to **30.10.2019**.

Defendant's Case

On the other hand, the defendant contested the suit by filing a written statement, stating, inter alia, that he obtained an "American Express Gold" Credit Card from the plaintiff on 24.06.2010 with a credit limit of Tk. 3,40,000/- (Taka Three Lac Forty Thousand) only. The defendant contends that, despite having already paid a total sum of Tk. 7,41,674/- (Taka Seven Lac Forty-One Thousand Six Hundred Seventy-Four) against the said credit facility, the plaintiff has instituted the instant suit claiming Tk. 8,63,625.58, which is baseless, misconceived and motivated, and contrary to Section 47 of the Artha Rin Adalat Ain, 2003. It is further contended that the plaintiff failed to comply with the provisions of Section 46 of the said Ain. According to the bank statement filed by the plaintiff, against the credit limit of Tk. 3,40,000/-, the defendant had deposited Tk. 7,41,674/-, and therefore the alleged outstanding liability of Tk. 4,29,931.84 is disputed. The defendant further states that he suffered substantial financial loss in his business due to the COVID-19 pandemic. Accordingly, he prayed for waiver of the interest, penal interest, compound interest and charges claimed by the plaintiff

and for rescheduling the principal amount, if any, into 12 equal instalments over a period of three years.

Issues:

1. Whether the suit is maintainable in its present form and manner?
2. Whether the defendant availed loan facility from the plaintiff bank 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, Sahin Biswas Sun, 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.

On the other hand, although the defendant contested the suit by filing written statement and cross-examined D.W.1, he did not adduce any oral evidence nor produced 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 scheduled 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, the plaintiff bank sanctioned '**American Express Gold'** credit card facility amounting to Tk. 3,40,000/- on 24.06.2010. It has further come on record that the defendant availed the said facility 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 **05.11.2019** through learned Advocate. The plaintiff has produced statement of account marked **Exhibit-4 showing that as on 30.10.2019**, the total outstanding liability stood at Tk. **8,63,625.58**.

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-4**.

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, the 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. **8,63,625.58** (Taka Eight Lac Sixty Three Thousand Six Hundred Twenty Five Point Fifty Eight) outstanding up to 30.10.2019. The Plaintiff shall be entitled to receive the said amount together with interest or profit as applicable under the prevailing laws or rules from 13.11.2019**,** 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

Md. Hasan Zaman
Judge (Joint District Judge),
Artha Rin Adalat No-1, Dhaka.