ARM 2731 of 2024.

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 : 27th day of October, 2026.

Artha Rin Suit No. 2731 of 2024.

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

-Versus-

Mrs. Sayed Rubina Gazi & others----------Defendants

This case came up for final hearing on: 16.06.2026, 27.09,2026

In presence of:
Arpita Roy----------Advocate for Plaintiff.
Mr. Osman Ghani----------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. 3,59,977.42 (**Taka Three Lac Fifty Nine Thousand Nine Hundred Seventy Seven Point Forty Two**) as on 31.07.2024.**

The Plaintiff case in brief:

The plaintiff, **Lankabangla Finance PLC**, is a duly incorporated and licensed non-banking financial institution under the laws of Bangladesh and is legally competent to institute the present suit. Defendant No. 1 is the principal borrower, Defendant No. 2 is the co-borrower, and Defendant No. 3 is the personal guarantor, who are jointly and severally liable to repay the outstanding loan liability of the plaintiff.
That, upon the application of Defendant No. 1 dated 20.05.2018, the plaintiff sanctioned a Personal Loan Facility amounting to **Tk. 7,00,000.00** for home renovation vide Sanction Letter dated 05.07.2018, followed by a Loan Agreement

executed on the same date, for a tenure of 60 months. The defendants duly accepted the terms and conditions of the sanction letter and availed themselves of the entire sanctioned loan facility.

The said loan facility was secured by standard charge documents, a Letter of Personal Guarantee executed by Defendant No. 3, Mrs. Soma Akther, and other securities as stipulated in the sanction letter. However, the defendants became irregular in paying the monthly instalments from the very beginning and failed to repay the loan in accordance with the agreed repayment schedule. Despite repeated demands, they failed to regularise or adjust the outstanding liability. Consequently, the plaintiff issued and duly served a legal notice upon the defendants on 02.10.2024, demanding payment of the outstanding dues. Despite receipt of the said notice, the defendants failed to discharge their contractual obligations.

Hence, the plaintiff instituted the present suit seeking a decree for **Tk. 3,59,977.42 (Taka Three Lac Fifty-Nine Thousand Nine Hundred Seventy-Seven and Paisa Forty-Two only)**, being the outstanding dues as on 31.07.2024, together with other admissible reliefs.

The Defendant No. 2, by filing a written statement, contested the suit contending, inter alia, that the suit is not maintainable in its present form and manner, is barred by limitation and discloses no valid cause of action. The defendant alleged that the plaintiff Finance Company suppressed material facts and instituted the suit in violation of the mandatory provisions of section 8 of the Artha Rin Adalat Ain, 2003. It was contended that the schedule of claim does not disclose the actual amount disbursed, applicable rate of interest, mode and period of calculation of interest, or penal interest imposed upon the defendants. The plaintiff also failed to disclose the mode, date and place of disbursement of the loan.

The defendant further contended that the sanction letters were unilaterally prepared by the plaintiff without the knowledge, consent or acceptance of the defendants, as the defendant did not sign those documents. The terms and conditions incorporated therein were allegedly unlawful, arbitrary and contrary to banking norms and, therefore, unenforceable in law. It was also alleged that there were material discrepancies between the sanction letters and the charge documents, which were fraudulently created by the plaintiff's officers.

The defendant specifically denied the genuineness of the signatures appearing on the letter of guarantee and other related documents, asserting that those documents were forged, fabricated and created through fraudulent means. It was further contended that the plaintiff failed to produce sufficient documentary evidence, particularly the relevant account statements, to establish the actual disbursement and outstanding

liability of the defendants. Moreover, the plaintiff allegedly failed to produce all relevant charge documents, collateral security documents and other necessary particulars supporting its claim.

On these grounds, the defendant asserted that the plaintiff had failed to establish any lawful liability against the defendants and that the suit was instituted in violation of the mandatory provisions of the Artha Rin Adalat Ain, 2003. Accordingly, the defendant prayed for dismissal of the suit without any order as to 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 institution is entitled to recover the claimed amount from the defendants?
5) Whether the plaintiff is entitled to obtain a decree as prayed for?

Discussions and Decisions:

To prove the plaint case, the plaintiff examined 01 witness namely **Omar Faruk 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 Authorization	Exhibit-1
2) Loan of Application & Sanctioned Letter	Exhibit-2 series
3) Charge Documents	Exhibit-3 series
4) Legal Notice with P.R	Exhibit-04 series
5) Account statement	Exhibit-05

On the other hand, although the defendant No.1 contested the suit by filing written statement and cross-examined P.W.1, but he did not adduce any oral evidence nor produced any documentary evidence in support of his defence.

Issue no. 1-3:

Upon careful consideration of the plaint, the written statement and the evidence on record, it appears that although the defendants challenged the maintainability of the suit, they failed to adduce any evidence in support of such objection. Conversely, the plaintiff is a duly incorporated non-banking financial institution legally competent to institute the present suit under the provisions of the Artha Rin Adalat Ain, 2003. The plaint has been duly presented by affidavit in compliance with Section 6(4) of the Ain, accompanied by the requisite ad valorem court fees and relevant charge documents. No legal defect is found in the institution of the suit. Accordingly, the suit is maintainable both in law and on facts.

The plaint further discloses a valid and sufficient cause of action. The evidence establishes that the plaintiff sanctioned credit facilities to defendant No.1 against execution of charge documents and personal guarantees. The defendants defaulted in repayment, resulting in an outstanding liability of Tk. **3,59,977.42.** Despite issuance of a **legal notice dated 02.10.2024** demanding payment, the defendants failed to adjust the dues, compelling the plaintiff to institute the present suit on **17.11.2024.** The suit was filed well within the prescribed period of limitation. Accordingly, the issues relating to maintainability, cause of action, and limitation are answered in favour of the plaintiff.

Issue No : 4 and 5 :

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, **Mrs. Sayed Rubina Gazi,** availed a term loan facility from the plaintiff, while Defendant No.3 executed deed 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, Omar Faruk, whose testimony remained consistent and unshaken in cross-examination. Exhibit-2/1, the Sanction Letter dated **05.07.2018**, establishes that the plaintiff sanctioned a term loan of Tk.**7,00,000**/- in favour of Defendant No.1. Exhibit-3 series further proves execution of the loan

agreement, guarantee deed and other charge documents, thereby conclusively establishing the financial relationship and repayment obligations.

Exhibit-4 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-5, the statement of account maintained in the ordinary course of business, reveals that as on **31.07.2024** the outstanding liability stood at Tk. **3,59,977.42**/- 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 Tk. **10,22,309.09**/-, 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 No.3; accordingly, under Section 6(5) of the Artha Rin Adalat Ain, 2003, he is personally liable with Defendants No.1 & 2.

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. **3,59,977.42**/- 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 No. 2 and ex-party against the other defendant with costs for an amount of **Tk. 3,59,977.42 (**Taka Three Lac Fifty Nine Thousand Nine Hundred Seventy Seven Point Forty Two**) as on 31.07.2024.**

The Plaintiff shall be entitled to receive the said amount together with interest or profit as applicable under the prevailing laws or rules from **17.11.2024**, 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.