ARM 2962 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.2962 of 2024.

Lankabangla Finance Limited----------Plaintiff

-Versus-

Abul Bashar Md. Saiful Alam----------Defendant

This case came up for final hearing on: 08.04.2026, 30.06.2026, 04.10.2026.

In presence of :
Arpita Roy----------Advocate for Plaintiff.
Md. Babul Aktar (Babu)----------Advocate for Defendant.

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

This is a suit instituted under the provisions of Artha Rin Adalat Ain, 2003 for realization of defaulted loan amounting to Tk. **3,51,307.13** (Taka Three Lac Fifty One Thousand Three Hundred Seven Point Thirteen) outstanding up to **30.10.2024** against the defendant.

Plaintiff's Case in Brief:-

The plaintiff, Lankabangla Finance PLC, is a financial institution duly incorporated under the relevant laws of Bangladesh and is legally competent to institute the present suit. The defendant is the holder of a MasterCard credit card and availed himself of the credit facility provided by the plaintiff.
Upon the defendant's application dated 08.05.2019, the plaintiff issued a MasterCard Credit Card bearing No. 5305050174429205, having subsequent account No. 1105000100006721, with an approved credit limit of Tk. 1,50,000.00 on 20.05.2019. The

defendant accepted the credit card facility subject to the terms and conditions governing the same and utilized the facility by making purchases amounting to Tk. 1,68,236.00.

The plaintiff contends that the credit facility was sanctioned solely on the basis of the defendant's personal liability, without any collateral security, mortgage, hypothecation of movable or immovable property, or personal guarantee from any third party.

Despite repeated requests and demands by the plaintiff, the defendant failed to regularize or adjust the outstanding liability in accordance with the prescribed repayment schedule and remained irregular in making payments from the very beginning. Consequently, the plaintiff, through its learned Advocate, served a legal notice upon the defendant on 18.11.2024, demanding payment of the outstanding dues. However, the defendant failed to comply with the notice or discharge the liability.

As a result, the plaintiff instituted the present suit claiming a decree for Tk. 3,51,307.13 (Taka Three Lac Fifty-One Thousand Three Hundred Seven and Thirteen Paisa only), being the outstanding dues as on 30.10.2024, as detailed in the schedule annexed to the plaint and prepared in accordance with the provisions of the Artha Rin Adalat Ain, 2003.

The defendants contested the suit by filing a written statement, contending, inter alia, that the suit is not maintainable in its present form and manner; has no cause of action; is bad for defect of parties; and is barred by limitation. The defendants, in their statement of facts, assert that they availed a credit facility of Tk. 1,50,000/- only from the plaintiff institution through a credit card. They further contend that they have already repaid the entire amount drawn against the credit card, together with accrued interest, through instalments to the plaintiff institution. Despite receiving full payment, the plaintiff institution, out of greed and with mala fide intention, instituted the instant suit. As no amount remains due or payable by the defendants to the plaintiff, the plaintiff is not entitled to any legal relief in the present suit. Accordingly, the defendants prayed for dismissal of the suit 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 bank and failed to repay the same?
3. Whether the suit is barred by Parties?
4. Whether the statement of account submitted by the plaintiff is correct?
5. 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 Siddik 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 (Exhibit-3) and Statement of Account (Exhibit-4). On the other hand, the defendant examined 01 witnesses namely **Abul Bashar Md. Saiful Islam as D.W.1** before this court. But he did not produce any documents.

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. 2–5:

For convenience of discussion and to avoid repetition, Issue Nos. 2 to 5 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 08.05.2019**, the plaintiff has issued and sanctioned (Master Card) bearing No. 5305050174429205 and subsequent account number 1105000100006721 which Limit is in BDT 1,50,000.00 approved on 20.05.2019.

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 18.11.2024** 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. 3,51,307.13.**

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. 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. 2–5 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. 3,51,307.13** (Taka Three Lac Fifty One Thousand Three Hundred Seven Point Thirteen) outstanding up to **30.10.2024.** The Plaintiff shall be entitled to receive the said amount **together with interest or profit as applicable under the prevailing laws or rules from 26.11.2024**, 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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