

28/1/19

15-08-17  
(P.P)

Appeared on

13.01.18

22/01/19  
28/01/19  
14/10/19

IN THE COURT OF THE JUDGE, ARTHA RIN ADALAT NO.3,  
DHAKA.

ARTHA RIN CASE NO. 307 OF 2017

EASTERN BANK LIMITED,  
Head Office, Jiban Bima Bhaban(2<sup>nd</sup> Floor),  
10, Dilkusha C.A., Dhaka-1000, Bangladesh.

Represented By  
Mr. Md. Nazmul Hossain, *Assistant Manager*  
Son of Late Md. Nayan Mir, *Assistant Manager*  
Officer-Legal,  
Special Asset Management-SME-S,  
Eastern Bank Limited,  
Head Office in Jiban Bima Bhaban(2<sup>nd</sup> floor),  
10, Dilkusha C.A. Dhaka-1000, Bangladesh.

.....Plaintiff

=Vs=

(1) MRS. FAEM AKTER  
Father : Late Sagir Ahmed  
Proprietor of Sadaf Plastic  
Of 1175/7, Chamur Khan, Uttar Khan, Dhaka.  
AND  
Of 9/10, Salimullah Road, 3<sup>rd</sup> Floor, Mohammadpur, Dhaka.  
AND  
Of 1000, Chamur Khan, Uttar Khan, Dhaka.

.....Borrower

(2)MR. MD. NASIM AKTER  
Son of Late Sagir Ahmed,  
Of 9/10, Salimullah Road, 3<sup>rd</sup> Floor, Mohammadpur, Dhaka.  
AND  
Of 1000, Chamur Khan, Uttar Khan, Dhaka.

.....Personal Guarantor

(3)MR. MD. JAKIR HOSSAIN  
Son of Mr. Md. Abdul Haque  
Of House No.26, Chala Ban, Vai Vai Market Songlongno,  
Dakhin Khan, Dhaka.

.....Personal Guarantor  
.....Defendants

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Vhai g...  
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Again Ravi  
2/3/19

Legal Notice to  
Anni Bappa Jaber  
Lue formi.  
28/1/19

SUIT FOR RECOVERY OF LOAN

SUIT VALUED AT TK.3,58,455.47/-(TAKA-THREE LAC FIFTY EIGHT THOUSAND FOUR HUNDRED FIFTY FIVE AND FOUR SEVEN PAISA) ONLY AS ON 30.04.2017. //

THE ABOVE-NAMED PLAINTIFF STATES AS FOLLOWS –

1. That our client EASTERN BANK LIMITED, is a banking company duly incorporated under the Companies Act of Bangladesh and carries on business of providing financial services with reputation from its very inception through its different branches along with the Head Office address of which mentioned above hereinafter referred to as the plaintiff.
2. That the defendant No.1 is the Borrower, Proprietor of Sadaf Plastic, Personal Guarantor and a non-law abiding and default person. His/her address is mentioned above in the cause title for serving the process of the learned court and he who is personally liable for the dues of the plaintiff. The defendants Nos.2 & 3 are the personal guarantors and liable personally for the dues/liability respectively.
3. That upon the application of the defendant No.1 dated 10.05.2015 the plaintiff sanctioned a Loan Facility (ASHA Term Loan), vide its Sanction Letter bearing Ref: No. Cr.Admin(Dhaka Area)/KMR/2004/2015, dated 28.05.2015 for amount of Tk.5,00,000/-(Taka-five Lac) only due to meet up Business Expression, for a period of 36 (Thirty Six) months, which fully enjoyed by the defendants.
4. That the Loan Facility was sanctioned in your favour against the following securities:
  - a. All standard charge documents.
  - b. Personal Guarantees of Faem Akter(Applicant) Mr. Md. Nasim Khan, (Brother of the applicant) & Mr. Md. Zakir Hossain, with all other securities documents covered by the said sanction letter.

5. That the Plaintiff as Financial Institution requested the defendants but the defendants did not pay the outstanding dues of the Plaintiff.
6. That the defendants are irregular in making monthly installment from the very beginning and fails to adjust the liability bears from the said Loan Facility as per repayment schedule of the relevant Sanction Letter of the plaintiff.
7. That as the defendants did not adjust the said outstanding liabilities till date, the plaintiff served legal notice to the defendants on 26.04.2017 through it's Lawyer for the rest outstanding but the defendants did not come forward to pay the outstanding dues of the Plaintiff.
8. That the outstanding dues of the defendants stands at *TK.3,58,455.47/- (TAKA-THREE LAC FIFTY EIGHT THOUSAND FOUR HUNDRED FIFTY FIVE AND FOUR SEVEN PAISA) ONLY AS ON 30.04.2017*, including interest as per statement of account maintained in the name of the defendant. The statement of account is the copy of the entry of accounts maintained by the plaintiff and is correct. The plaintiff craves for decree of *TK.3,58,455.47/- (TAKA-THREE LAC FIFTY EIGHT THOUSAND FOUR HUNDRED FIFTY FIVE AND FOUR SEVEN PAISA) ONLY AS ON 30.04.2017*, detailed in the schedule appended to this plaint, which is prepared according to the provision of Artha Rin Adalat Ain- 2003 and also part of the plaint.
9. That <sup>*Subscribed & Verified*</sup> Mr. Md. Nazmul Ahad, Son of-Late Md. Nayan Mir, Officer-Legal, Special Asset Management-SME-S, Eastern Bank Limited will act as the executor on behalf of the plaintiff.
10. That the cause of action of this suit arose when the defendant applied for Loan on 10.05.2015, then on 28.05.2015, when the Loan Facility (ASHA Term Loan) was sanctioned by the Plaintiff, when the guarantee and the other charge documents were signed by the defendants, when the Legal notice was served on 26.04.2017 upon the defendants for payment of overdue and the cause of action is still continuing.

11. That for the purpose of Court fees and pecuniary jurisdiction the suit is valued at *TK.3,58,455.47/(TAKA-THREE LAC FIFTY EIGHT THOUSAND FOUR HUNDRED FIFTY FIVE AND FOUR SEVEN PAISA) ONLY AS ON 30.04.2017* and ad-valorem court fees is paid thereon.
12. That the plaintiff is being situated in Dhaka and the said Loan Facility being disbursed in Dhaka and the plaintiff being financial institution carrying on business in Dhaka the court has jurisdiction to entertain and try the case.

The plaintiff, therefore, prays that:

- (a) The suit be decreed and the defendants be ordered to pay the plaintiff the sum of *TK.3,58,455.47/(TAKA-THREE LAC FIFTY EIGHT THOUSAND FOUR HUNDRED FIFTY FIVE AND FOUR SEVEN PAISA) ONLY AS ON 30.04.2017*, with interest at the rate of admitted in the ARA-2003 per annum with quarterly rest till the realization of decretal amount.
- (b) The costs of the suit be decreed in favour of the plaintiff.
- (c) Any other relief or relief's as the plaintiff may be entitled to under the law and equity be decreed.

#### SCHEDULE

(Schedule under Section 8(2) Ka of Artha Rin Adalat Ain 2003)

Principal amount	TK. 5,00,000.00
Normal Interest accrued	TK. 99,787.77
Penal Interest accrued	TK. 40,303.50
Other Charges	NIL
Amount paid by the Borrower	TK. 281635.80
Outstanding as on 30.04.2017	TK.3,58,455.47

AFFIDAVIT

I, Mr. Md. Nazmul Ahad, Son of Late Md. Nayan Mir, Officer-Legal, Special Asset Management-SME-S, Eastern Bank Limited having its Head Office in Jibon Bima Bhaban(2<sup>nd</sup> floor), 10, Dilkusha C.A., Dhaka-1000, Bangladesh aged about 33 years, by faith Muslim, by occupation- Service holder, by Nationality Bangladeshi, do hereby solemnly declare and affirm as follows:

1. That I am the authorized officer of the plaintiff Financial Institution in this suit and as such fully conversant with the facts and circumstances of the case and hence competent to swear this affidavit.
  
2. That the statements made herein above are true to the best of my knowledge and belief and knowing this truth with authenticity of the submitted documents as per Section 06 of the Artha Rin Adalat Ain-2003, I sign this Affidavit before the Commissioner of Affidavits on this the \_\_\_\_\_ day of \_\_\_\_\_ at 10.30 A. M.

\_\_\_\_\_  
Deponent

The deponent is known  
to me and identified by me.

Advocate.