IN THE SUPREME COURT OF BANGLADESH
HIGH COURT DIVISION
(SPECIAL ORIGINAL JURISDICTION)

Present
Mr. Justice Sikder Mahmudur Razi
And
Mr. Justice Raziuddin Ahmed

Writ Petition No. 8035 of 2022

Fatema Akter
.....Petitioner.
-Versus-
Secretary, Ministry of Commerce
and others.
.....Respondents.
None appears
.....For the petitioner.
Mr. Mohammad Mosfequs Salehin, Advocate
.....For the respondent Nos. 2 and 3.

The 2nd December, 2025

This is an application for discharging the rule.

Mr. Mohammad Mosfequs Salehin, learned Advocate for the respondent Nos. 2 and 3-applicants by filing an application submits that the petitioner has challenged the non-compliance with the order of the Ministry of Commerce regarding the refund of the Performance Security amounting to Tk. 1,47,49,200/- deposited with Social Islami bank Limited, Shyamoli Branch, Dhaka. He next submits that subsequently the petitioner in the instant writ petition has filed another writ petition being Writ Petition No. 10597 of 2024, challenging the letter of encashment dated 19.08.2024 and both the matters are connected with the same Performance Guarantee of Tk. 1,47,49,200/- and relates to Contract No. 24/21-22 hence, the rule issued in the instant writ petition has become infructuous.

The application is not opposed.

We have heard the learned Advocate for the respondent Nos. 2 and 3-applicants. We have gone through the application, grounds taken thereon as well as the writ petition.

It appears that the grievance raised in the present writ petition is concerning possible encashment of the Bank Guarantee amounting Tk. 1,47,49,200/- for non-compliance with the order of the Ministry of Commerce, which has been furnished by Social Islami Bank Limited, Shyamoli Branch, Dhaka.

It further appears from the submissions of the learned Advocate for the respondent-applicants that subsequent to the filing of the present writ petition, the petitioner has filed another writ petition being Writ Petition No. 10597 of 2024, wherein the petitioner has challenged the letter of encashment dated 19.08.2024 pertaining to the same Performance Guarantee amounting to Tk. 1,47,49,200/- and arising out of Contract No. 24/21-22.

On examination, it is evident that both the writ petitions are related to the same subject-matter, concerning the identical Bank Guarantee, and involving the same contractual dispute between the parties. The issues raised in Writ Petition No. 10597 of 2024 now substantially cover and encompass the matters originally agitated in the present writ petition. Moreover, the instant writ petition involves issues regarding commercial contract which cannot be adjudicated in the instant writ petition and therefore the instant writ petition is not maintainable.

Accordingly, the application for discharging the Rule is allowed and the Rule issued in the instant writ petition is hereby discharged.

(Sikder Mahmudur Razi, J:)

(Raziuddin Ahmed, J:)