

**In the Supreme Court of Bangladesh  
High Court Division  
(Civil Revisional Jurisdiction)**

Present:

**Mr. Justice Md. Riaz Uddin Khan**

**Civil Revision No. 3885 of 2023**

**IN THE MATTER OF :**

An application under section 115(4) of the Code of  
Civil Procedure

-And-

In the Matter of:

North Heaven Holdings Limited

... Petitioner

-Versus-

Md. Nazrul Islam

...Opposite Party

Mr. Saqeb Bin Mahbub, with  
Mr. Md. Aminul Haq, Advocates

...For the petitioner

Mr. M. Sayed Ahmed (Raza), with  
Mr. Abu Zobair Hossain Sajib and  
Ms. Rina Parvin, Advocates

...For the Opposite Party

**Judgment on: 22.01.2026**

**Md. Riaz Uddin Khan, J-**

Rule was issued asking the opposite party to show cause as to why the impugned Order No. 5 dated 07.02.2023 passed by the District Judge, Dhaka in Arbitration Miscellaneous Case No. 136 of 2022 allowing the application for the appointment of an Arbitrator made under section 12 of the Arbitration Act, 2001, should not be set aside and/or such other or further order or orders should not be passed as to this Court may deem fit and appropriate.

At the time of issuance of Rule the operation of the impugned Order No. 5 dated 07.03.2023 was stayed for 08(eight) weeks which was extended time to time.

Succinct fact for disposal of this Rule is that the present opposite party Mr. Md. Nazrul Islam on 05.04.2022

as applicant filed Arbitration Miscellaneous Case No.136 of 2022 under section 12 of the Arbitration Act, 2001 before the District Judge, Dhaka for appointment of an Arbitrator on behalf of the North Heaven Holdings Limited, the present petitioner stating *inter alia* that the present opposite party (hereinafter referred to as the land owner) being owner of scheduled land executed a registered deed of agreement with the present petitioner (hereinafter referred to as the developer) for development of his land to construct a 9-story building vide deed no.6315 dated 30.05.2012; the applicant alleged that the developer as per agreement failed to perform its duty for which dispute arose between the parties and the land owner on 20.07.2016 served a legal notice asking for fulfilment of the terms and conditions of the agreement and also to renew the agreement and on reply the developer gave verbal assurance to that effect but ultimately did not fulfill the same for which the owner again served notice dated 06.08.2018 and this time also the developer without replying in writing gave verbal assurance but ultimately did nothing; the land owner further claimed that in such situation he served notice on 17.01.2022 upon the developer as per clause 30 of the agreement to solve the dispute through appointing Arbitrators of respective parties and proposed the name of Mr. Khan Md. Moinul Hasan, Advocate as his Arbitrator; the developer failed to propose the name of his Arbitrator within the stipulated time for which the land owner filed the miscellaneous case for appointment of the Arbitrator of the developer.

The present petitioner, developer filed written objection against the said application claiming *inter alia* that the land owner filed the Arbitration Misc Case on false allegation which is liable to be rejected.

The learned District Judge fixed the matter for hearing on 07.02.2023 and on that date the learned advocate

for the developer sought adjournment which was rejected and upon hearing both the parties the learned District Judge was pleased to appoint Mr. Bimal Chandra Samadder, Advocate, Additional Public Prosecutor, Dhaka as the Arbitrator of the developer by his impugned order no.5 dated 07.02.2023.

Being aggrieved by and dissatisfied with the said order dated 07.02.2023 the developer as petitioner filed the instant civil revision before this Court and obtained Rule and stay as stated at the very outset.

Mr. Saqeb Bin Mahbub along with Md. Aminul Haq, the learned advocate appearing for the petitioner submits that the learned District Judge without considering the Clause 30 of the agreement between the parties appointed Mr. Bimal Chandra Samadder, Advocate, the then Additional Public Prosecutor, Dhaka as the arbitrator of the present petitioner. The learned advocate raised some points in this revision regarding the merits of the arbitration which he conceded that is not the matter to be looked in to by this Court at this stage. He then submits that Mr. Samadder is no more an Additional Public Prosecutor and at present not in a position to represent the petitioner as Arbitrator. However, the learned advocate proposed the name of Mr. Shahidul Islam Azami, Advocate Supreme Court of Bangladesh as the arbitrator to represent the developer petitioner to secure the ends of justice.

Mr. M. Sayed Ahmed (Raza) with Ms. Rina Parvin, the learned advocate appearing for the opposite party submits that till today the arbitration proceeding could not be started because of the dilly dally tactic of the developer petitioner. However, he has no objection regarding the proposed name of the learned Arbitrator on behalf of the petitioner but the instant civil revision should be disposed of with direction for commencing the arbitration immediately.

I have heard the learned advocates for both the parties, perused the application along with annexures. It appears from record that who has been appointed as arbitrator of the present petitioner is unable to represent the petitioner at the moment. Hence, I am inclined to accept the proposed name of the arbitrator of the petitioner which has not been opposed by the opposite party. In such view of the matter Mr. Shahidul Islam Azami, Advocate, Supreme Court of Bangladesh, is appointed as the Arbitrator of the petitioner.

In the result this civil revision is **disposed of**.

The parties are directed to take steps for commencing the arbitration as early as possible without delay.

Communicate the judgment and order at once.