

IN THE SUPREME COURT OF BANGLADESH
HIGH COURT DIVISION
(CIVIL REVISIONAL JURISDICTION)

Present:

Mr. Justice S M Kuddus Zaman

And

Ms. Justice Tamanna Rahman Khalidi

CIVIL REVISION NO.4645 of 2023

In the matter of:

An application under Section 115(1) of the Code of Civil Procedure.

And

Prokaushal Projukti and M/S. Quashem Construction (JV), Dhaka

.... Petitioner

-Versus-

The Executive Engineer, Local Government Engineering Department (LGED), Rangpur, LGED Building, Dhaap Road, Rangpur and others

.... Opposite parties

None appears

.... For the petitioner.

Mr. Md. Asadur Rahman Khan, Advocate

.... For the opposite party Nos.1-3.

Mr. Md. Akramul Haque, Advocate

.... For the opposite party No.4.

Heard and Judgment on 07.01.2026.

S M Kuddus Zaman, J:

On an application under Section 115(1) of the Code of Civil Procedure this Rule was issued calling upon the opposite parties to show cause as to why the impugned order No.2 dated 10.09.2023 passed by the learned District Judge, Dhaka in Arbitration Miscellaneous Application No.448 of 2023 is tantamount to and

deeming to be a rejection of the application under Section 7A of the Arbitration Act, 2001 for an order of injunction should not be set aside and/or pass such other or further order or as to this Court may seem fit and proper.

Facts in short are that the petitioner as petitioner instituted Arbitration Miscellaneous Case No.448 of 2023 under Section 7Ka of the Arbitration Act, 2001 for an order of injunction restraining the defendants from encashment of bank guarantee being No.DBL/BNS/BG/2018/0015 dated 24.04.2018 of Taka 1,38,10,768.21 of Dhaka Bank. It was alleged that the petitioner was awarded work order by the opposite party for construction of 301 meter bridge over the river Korotoa. But due to covid and other natural calamities the petitioner could conclude 18% construction work of above project. The opposite party without taking into account above natural calamities most illegally cancelled above work order and forfeited above bank guarantee.

The learned District Judge on consideration of submissions of the learned Advocate for the petitioner and materials on record directed for issuance of show cause notice against the opposite party as to why an order of injunction should not be passed against encashment of above bank guarantee.

Being aggrieved and dissatisfied with above order of the learned District Judge above petitioner as petitioner moved to this Court with

this revisional application under Section 115(1) of the Code of Civil Procedure, 1908 and obtained this Rule.

No one appears on behalf of the petitioner at the time of hearing of this Rule although this matter appeared in the list for hearing on several dates.

Mr. Md. Asadur Rahman Khan, learned Advocate for the opposite party Nos.1-3 submits that the learned District Judge on consideration of submissions of the learned Advocate for the respective parties and materials on record has dismissed above Arbitration Miscellaneous Case No.448 of 2023 holding that the District Judge, Dhaka does not have territorial jurisdiction over the subject matter and the petitioner should have filed above case to the District Judge, Rangpur. Since Arbitration Miscellaneous Case No.448 of 2023 has already been disposed of the instant Civil Revision has become infructuous and this Rule is liable to be discharged.

Mr. Md. Akramul Haque, learned Advocate for opposite party No.4 submits that on consideration of facts and circumstances of the case and materials on record the learned District Judge, Dhaka has dismissed above Arbitration Miscellaneous Case as such this Civil Revision and the Rule issued in this connection have become infructuous.

We have considered the submissions of the learned Advocates for the opposite parties and carefully examined all materials on record.

The petitioner as petitioner filed Arbitration Miscellaneous Case No.448 of 2023 under Section 7Ka of the Arbitration Act, 2001 in the Court of District Judge, Dhaka for an order of injunction restraining the opposite party from encashment of the bank guarantee of the petitioner. The learned District Judge instead of passing an order of ad-interim injunction passed an order for issuance of show cause notice upon the opposite party.

The learned Advocates for the opposite parties mention that the learned District Judge has disposed of above Arbitration Miscellaneous Case No.448 of 2023 on merit vide judgment and order dated 30.11.2023. In support of above submissions the learned Advocate produced a certified copy of judgment and order dated 30.11.2023 passed by the learned District Judge, Dhaka in Arbitration Miscellaneous Case No.448 of 2023. Above document shows that the learned District Judge dismissed above case on the ground of lack of territorial jurisdiction. The learned Judge held that the subject matter of above case falls within the territorial jurisdiction of the District Court of Rangpur. Since above Arbitration case has already been dismissed by the learned District Judge, Dhaka this Civil Revision and the Rule issued in this connection have become infructuous.

In above view of the materials on record we do not find any substance in this Civil Revisional application and the Rule issued in this connection is liable to be discharged.

In the result, the Rule is hereby discharged.

However, there is no order as to costs.

Tamanna Rahman Khalidi, J:

I agree.

MD. MASUDUR RAHMAN
BENCH OFFICER