



**THE CONSTITUTION AND  
THE RULES OF THE  
BANGLADESH SUPREME COURT  
BAR ASSOCIATION**

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**THE CONSTITUTION  
AND  
THE RULES  
OF THE  
BANGLADESH SUPREME COURT  
BAR ASSOCIATION**

**PRELIMINARY**

**Name 1.** This Association shall be called the Bangladesh Supreme Court Bar Association. It may be registered under the Societies Registration Act, 1860 (Act No. XXI of 1860).

**Office 2.** The Association will have its office in the Supreme Court Bar Association Building or at such other place in Dhaka as the Association may think fit.

**PURPOSE AND OBJECT**

**Object 3.** The Objects of the Association are as follows:

- (i) to provide for its members a common place where all the members of the Association may gather together and have all facilities for conduction at their profession;
- (ii) to provide for the use of its members, books and journals for the diffusion of knowledge with special reference to the legal profession and to maintain a well-equipped and up-to-date library;
- (iii) to assist members to do all that may be necessary to maintain and protect the interests and dignity of the Bar;
- (iv) to provide scope for discussion of all matters of legal interest as also of great public importance;

- (v) to give or arrange for legal assistance free of at nominal costs in special circumstances or to people in distress;
- (vi) to publish journals, if thought fit;
- (vii) to organise social and cultural functions as also games, sports and recreational facilities for creating fraternal relationship and for the well being of the members;
- (viii) to organise security for the members and their families by instituting Benevolent Fund and Relief Fund and if possible, by introducing Group Insurance of members;
- (ix) to do all such other deeds and things as may be necessary to promote further and secure all or any of the above object.

### MEMBERSHIP

- Membership* (4) (1) Any person who holds a Degree of Bachelor of Laws or equivalent degree recognised by the Bangladesh Bar Council and is entitled, as of right, to practice in the High Court Division of the Supreme Court of Bangladesh being so enrolled by the Bangladesh Bar Council may apply, upon expiry of **One year** from the date of his enrolment as an Advocate of the High Court Division for regular Membership of the Association provided that he has his law practice/office in the Metropolitan Area of Dhaka City.
- (4) (2) Application for the purpose shall be made to the Secretary of the Association in the prescribed form. Provided that in case of an application who has been or is a member of any other Bar Association, the application shall be supported by a certificate from that Bar Association stating that the applicant is a fit and proper person to be admitted to the membership of the Association

- (3) The Executive Committee of the Association may, after making such enquiries and obtaining such further information about the applicant as may be considered necessary, admit or refuse to admit the applicant to such membership and the decision of the Executive Committee shall be final.
- (4) A person admitted to regular membership of the Association shall pay Admission Fee of Tk. 20,000.00 (Twenty Thousand) 1 and such annual subscription, fee and contribution as may be decided upon in the Special General Meeting from time to time.

*Admission Fee etc.*

Provided that unless otherwise decided in Special General Meeting annual subscription shall be Tk. 900.00 (Nine Hundred)<sup>2</sup> for every calendar year payable either at a time or by 15th June and 15th December of each year.

Provided also that a Member who has failed to pay his annual subscription of the current year or any part thereof within 15th December of the year for which it is due, he shall not be qualified to be a voter or a candidate in the Election of the Supreme Court Bar Association to be held next thereafter.

Provided also that the Secretary may on the application of an individual Member for reasons to be recorded in writing, extend the time for payment of such subscription for a period upto, but not later than 31st December of the same year, if he is satisfied that such member has not been able to pay his subscription within 15th December for a justifiable reason.

*Explanation:* A member who has not paid his subscription, for example, for the year 2003 by 15th December, 2003 or the extended time upto but not later than 31st December 2003, he shall be disqualified to vote or contest in the election to be held in 2004.

**\*Note :** Substituted vide Special General Meeting Dated 9.12.2003.

1. Admission fees which was originally Tk. 500.00 was raised to Tk. 1,000.00 vide decision of Special General Meeting dated 21.04.1985. Then vide decision dated 23.04.1987 Admission fee was raised to Tk. 1,500.00. Then vide decision of the Special General Meeting dated 19.04.89 Admission fee was increased to Tk. 4,000.00. Then vide decision of Special General meeting dated 19.04.2003 Admission fee was increased to Tk. 10,000.00. Then vide decision dated 28.04.09 admission fee was raised to Tk. 11,000.00. Then increased Tk. 12,000.00 vide decision of the Special General Meeting dated 05.05.2013. Increased Tk. 15,000.00 on 19.05.2016. Then increased Tk. 18,000.00 by the Special General Meeting on 07.05.2018. Then Increased TK. 20,000.00 by the Special General Meeting on 30.04.2019
- (2) Annual subscription was originally Tk. 150.00 which was raised to Tk. 225.00 by the decision of Special General Meeting dated. 21.4.1989, the figure of Tk. 225.00 was raised to Tk. 300.00 and is payable @ Tk. 100.00 per Instalment. Then vide decision dated 08.05.1997 Tk. 300.00 was increased to Tk. 500.00. Then vide decision dated 18.05.98 Tk. 500.00 was increased to Tk. 600.00 and is payable @ Tk. 200.00 per Instalment. The Amount of Tk. 600.00 was increased to Tk. 675.00 vide Special General Meeting dated 19.04.03. Then vide decision dated 20.04.2005 Tk. 675.00. was increased to Tk. 700.00 and is payable by two Instalments. Then vide decision dated 28.04.09 Tk. 700.00 was increased to Tk. 800.00. Then increased Tk, 900.00 vide decision dated 28.04.11.
- (3) Proviso to article 4(4) was substituted vide Special General Meeting dated 09.12.03.

- (5) (a) Any member who, having temporarily taken up other employment is unable to practice or who has retired from profession, and is desirous of continuing his connection with the Association, may apply to the Secretary of the Association for being admitted as an **Associate Member** of the Association and the Executive Committee may admit him to such membership;

*Associate  
Member*

Provided that an Associate Member shall have no right to vote in any meeting or be elected, to the Executive Committee of the Association.

- (b) An Associate Member shall pay to the Association only the annual subscription of Tk.20,000.00 (Twenty thousand) or such sum as may be fixed in the Special General Meeting from time to time by the 31st March each year.
- (5) (1) The Association may, by resolution in a Special General Meeting convened for the purpose increase the annual subscription and impose and realise additional subscription in any year, if realisation of such additional subscription may become necessary in the interest of the Association.

*Increase  
Subscription*

Gift (2) The Association may accept donation and gift of money and other property for furthering any of its objects and purpose.

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3. Note: The original figure of Tk. 75.00 was substituted by Tk. 10,000.00 vide decision dated 20.04.2005.

6. (1) Payment of the annual subscription shall be made on or before the dates mentioned in clause 4(4) and 4(5) (b) and payment of the additional subscription imposed under Clause 5(1) shall be made within the time fixed by the resolution at the time of imposition; case of default in payment of either, the Secretary shall cause a list of defaulters to be prepared (mentioning the amount due from each defaulter against his name) and shall hung up the same on the **Notice Board** of the Association for **thirty days**.

*Default and  
cessation of  
membership  
re-admission*

(2) If the defaulting member pays up the arrears of subscription/additional subscription with a late payment fee of (Tk. 300.00)<sup>4</sup> within thirty days of the publication of the defaulter's list as aforesaid, the Secretary shall, receive the same, delete his name from the defaulters list.

(3) On the expiry of **thirty days** for which the defaulter's list will be hung up on the Notice Board of the Association, the member whose name appears on the list of defaulters, shall cease to be a member of the Association.

Provided that on an application made to the Secretary by any defaulting member upon sufficient grounds, within the said thirty days, the Executive Committee, by a resolution in a meeting held for the purpose, extend the time for payment of the arrears by another thirty days, on such terms as it may think fit, and if such defaulting member fails to pay up the arrears within such extended period, his membership shall cease.

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4. The original figure of Tk. 5.00 was substituted by Tk. 25.00 vide decision dated 08.05.1997 of the Special General Meeting. Then vide decision dated 18.05.1998, Tk. 25/- was substituted by Tk. 50/-. The figure Tk. 50/- was increased to Tk. 100.0 vide Special General Meeting dated 19.04.03. Then vide decision dated 28.04.2009, Tk. 100.00 was increased to Tk. 300.00.

(4) On such cessation of membership of the Association, the person concerned shall lose all rights of a member and shall be debarred from using the Bar Association Building and enjoying the facilities provided for the members of the Association.

(5) A defaulting member or a person who has ceased to be a member of the Bar Association shall not be a voter or a candidate in the Election after he has become such defaulter or ceased to be a member.

7. (1) The member who was thus ceased to be a member may apply to the Secretary, on sufficient grounds, within 60 days after cessation of his membership for re-admission to membership and the Executive Committee may decide to admit him on payment of a re-admission fee of (Tk. 800.00)<sup>5</sup> together with full amount of arrears due from him.

*Re-admission*

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\* New article 6(5) was substituted vide special general meeting dated 09.12.03  
5. The original amount of Tk. 150.00 for re-admission was substituted by Tk. 50.00 as per decision of the Special General Meeting dated 08.05.1981. Then Tk. 50.00 was enhanced to Tk. 100.00 vide decision of the Special General Meeting dated 08.05.1997. Then 100.00 was substituted by Tk. 200.00 vide decision dated 18.05.1998 of the Special General Meeting. Then Tk. 200.00 was increased to Tk. 500.00 vide Special General Meeting dated 19.04.03. Then Tk. 500.00 was increased to Tk. 700.00 on 28.04.09. Then Tk. 700.00 was increased to Tk. 800/- within 60 days on 19.05.16

New provision for fresh admission was introduced and fresh admission fee was fixed at Tk. 500.00 in the Special General Meeting dated 18.04.1983'. By Father decision dated 23.04.1987 the present categorisation of "within 6 months" and "after 6 month" was made the amount of Tk. 1000.00 "within 6 months" and after the "expiry of 6 months" they are to pay Tk. 2000.00 was newly introduced. Then the words "within 1 Year" "After 1 year treated as new admission fee" was placed vide decision dated 08.05.1997. Then of Tk. 7000.00 was placed by the decision of the Special General Meeting dated 18.05.1998. Then vide decision dated 19.04.03 of the special general meeting Tk. 7000.00 was increased to Tk. 10,000.00. Then vide decision dated 28.04.2009, Tk. 10,000.00 was increased to Tk. 11,000.00. Then the Special General Meeting dated 05.05.2013 was increased to Tk. 12,000.00. Increased Tk. 15,000.00 on 19.05.2016. Then increased Tk. 18,000.00 by the Special General Meeting dated 07.05.2018. Then Increased TK. 20,000.00 by the Special General Meeting Dated 30.04.2019

It is resolved that the defaulting members may renew their membership on payment of Fresh Admission Fees of [Tk. 5000.00] 6 within 6 months of the date of default and after expiry of 6 months they are to pay [Tk. 7,500.00] 6 within one year. After 1 year treated as new admission fee of [Tk. 20,000.00]<sup>6</sup>.

6. The Original Figure of Tk. 500.00 was substituted by Tk. 1000.00 vide decision dated 18.5.1998. The figure of Tk. 1000.00 to Tk. 2000.00 and 7000.00 were increased as Tk. 5000.00, Tk. 7500.00 and Tk. 10,000.00 respectively vide Special General Meeting dated 19.04.03. Then Tk. 11000.00 vide decision dated 28.04.2009 and Tk. 12,000.00 on 05.05.13. Then in increased Td. 15,000.00 on 19.05.16. Then increased Tk. 18,000.00 by the Special General Meeting Dated 7.05.18. Within 6 months & after 6 months as it is. Then Increased TK. 20,000.00 by the Special General Meeting Dated 30.04.2019

(2) Any person whose application for re-admission has been refused may appeal against the decision of the Executive Committee within 30 days and such appeal shall be decided in the Special General Meeting.

(3) The learned members of the Supreme Court Bar Association whose membership has been ceased for not paying the subscription of Benevolent Fund and other dues for 03 (three) years consecutively, he/she can be re-admitted as a Member of the Association fulfilling the following conditions:

*After Ceasing  
of Re-admission.*

(i) He/She has to pay Tk. 20,000.00 (Taka Twenty Thousand) as re-admission fee;

ii) He/she will be entitled to get benefit of the Benevolent Fund in future as new member from the date of re-admission;

iii) He will be entitled to get back his/her as previous entire subscription money he/she deposited Benevolent Fund earlier upto the date of ceasing his membership;

iv) The seniority of the said member will remain continued from the first membership date without any financial benefit

**Note:** New article 7(3) was substituted vide special general meeting dated 09.02.11.

## FUNDS

8. All sums realised as admission fee, re-admission fee, *Fund, Bank Account* annual subscription, additional subscription, late payment and other fees and sums received as donation and gift shall be paid into the general fund of the Association, and the Secretary shall cause to be maintained a true and proper account thereof and such account shall be verified and authenticated by the Treasurer at regular intervals.

9.(1) The General Fund of the Association in excess of TK. 500.00 shall be deposited in a Current Deposit Account in the name of the Association in the Sonali Bank, Supreme Court Branch or in any other National Schedule Bank as may be decided upon by the Executive Committee from time to time.

(2) A sum not exceeding Tk. 30,000.00 (Taka thirty thousand)<sup>7</sup> out of the General Fund may be retained in cash by the Treasurer to meet day to day expenses of the Association.

10. All sums realised as (i) subscription for cubicle, contribution to Benevolent Fund, (iii) contribution to Relief Fund or any other such fund, shall be deposited daily into separate Savings Accounts in the name of the Association with any National Schedule Bank, as may be decided upon by the Executive Committee from time to time and the Secretary shall cause to be maintained a true and proper account of each such fund and such account shall be verified and authenticated by the Treasurer at regular intervals.

11. Any fund of the Association which is in excess of its present needs shall be invested by the Executive Committee in fixed deposits with any National Schedule Bank or in such other manner as may be deemed safe and profitable. Corpus of such invested fund shall not be expended except with

the previous sanction in General Meeting held for the purpose.

12. All Bank Accounts of the Association shall be opened and operated jointly by the Treasurer and the Secretary. During temporary absence of any one of them, due to illness or otherwise, the accounts shall be operated jointly by any one of them and the President.

7. Note: The Figure of Tk. 500.00 was substituted by Tk-3,000.00 vide decision of the Special General Meeting dated 28.4.1999. Then Tk. 3,000.00 was increased to Tk. 30,000.00 vide Special General Meeting.

13. *Audit* The Accounts of the Association shall be audited by two Auditors to be selected in the General Meeting from amongst the regular members.

Provided that audit of the accounts of the Association may also be caused to be done by recognised auditing firm/company and report of such audit shall be considered by the Executive Committee for necessary action, if any, at the earliest opportunity.

### MANAGEMENT

- 14 (1). *Management* The affairs of the Association shall be administered and managed by a Committee, called the Executive Committee, consisting of 14 (fourteen) members, viz

- (a) One President
- (b) Two Vice-Presidents
- (c) One Secretary
- (d) One Treasurer
- (e) Two Assistant Secretaries, and
- (f) Seven Members.

- (2) Term of Office of the Executive Committee shall be one year from the 1st April of one year to the 31st March of the succeeding year.

Provided that such term may be re-defined by resolution in Special General Meeting convened for the purpose.

- (3) The office-bearers and other members of the Executive Committee shall be elected for a term in the manner provided herein, at least a week before the end of the preceding term.

### ELECTION

- (15) (1) The Secretary shall, on the first working day of the last month of a term, issue a notice of election stating therein the date and time of poll, the last date and time for filing nominations, scrutiny of nominations and withdrawal of candidature. Such notice shall be widely circulated among the regular members of the Association and a copy of the notice shall be in posted on the Notice Board of the Association for the period.

*Election*

Provided that 10 (Ten) days time shall be allowed for filing of nominations and 3 (Three) days time shall be allowed after scrutiny for withdrawal of candidature.

### Nomination Fees

- (a) Fees for the Nomination paper has been fixed Tk. 50,000.00 for President, Tk. 35,000.00 for Vice-President, Tk. 35,000.00 for Secretary, Tk. 25,000.00 for Treasurer, Tk. 15,000.00 for Assistant Secretary and Tk. 10,000.00 for Members.<sup>8</sup>

- (2) A regular member may be proposed as Candidate for election to any office in the Executive Committee by a regular member, such proposal shall be seconded by two other regular members and the proposal shall be countersigned by the proposed candidate in token of his acceptance of the nomination as such candidate.

*Candidature  
Qualification*

Provided that no member shall be eligible for being nominated-

- (a) for the **Office of President**, if he has not been a Member of the Supreme Court Bar Association for at least 20(twenty) years.
- (b) for the **Office of Vice-President**, if he has not been a Member of the Supreme Court Bar Association for at least 15 (fifteen) years.
- (c) for the **Office of Secretary / Treasurer**, if he has not been a Member of the Supreme Court Bar Association for at least 10 (ten) years.
- (d) for the **Office of Assistant Secretary / Member**, if he has not been a member of the Supreme Court Bar Association for at least 5 (five) years,<sup>9</sup>.
- (c) The tenure of Membership as mentioned under Article 15(2) Sub-Clause (a) (b) (c) (d) for qualification as a candidate be determined and calculated on the day of declaration of the election schedule and not on the day of scrutiny.

The various rates for filing of nomination was introduced by the decision of the Special General Meeting dated 23.4.1987. @ Tk. 500.00 for President. Tk. 300.00 for Vice-President. Tk. 250.00 for Secretary. Tk. 200.00 for Treasurer & Asstt. Secretary and Tk. 150.00 for Member. Then vide decision of the Special General Meeting dated 19.4.90 the rates were raised to Tk. 1,500.00 for President, Tk. 750.00 for Vice President, Tk. 500.00 for Secretary & Treasurer, Tk. 350.00 for Asstt. Secretary and Tk. 300.00 for Member. Then vide decision of the Special General Meeting dated 19.4.1991 amounts have been increased Tk. 5,000.00 for President, Tk. 3,000.00 for Vice President, Tk. 2,500.00 for Secretary, Tk. 2,000.00 for Treasurer, Tk. 1,500.00 for Assistant Secretary and Tk. 1,000.00 for Member to the present rates. Then vide decision of the Special General Meeting dated 30.4.2000, amounts have been increased from Tk. 5,000.00 to Tk. 10,000.00 for President, from Tk. 3,000.00 to Tk. 7,500.00 for Vice President, from Tk. 2,500.00 to Tk. 7,000.00 for Secretary, from Tk. 2,000.00 to Tk. 5,000.00 for Treasurer, from Tk. 1,500.00 to Tk. 3,000.00 for Assistant Secretary and from Tk. 1,000.00 to Tk. 2,000.00 for member. The figure Tk. 10,000.00, 7,500.00, 7,000.00, 5,000.00, 3,000.00 and 2,000.00 were increased at Tk. 20,000.00, Tk. 10,000.00, Tk. 10,000.00, Tk. 7,500.00, Tk. 5,000.00 and Tk. 4,000.00 respectively vide Special General Meeting dated 09.12.03.

Then Tk. 20,000.00, Tk. 10,000.00, Tk. 10,000.00, Tk. 7,500.00, Tk. 5,000.00 and Tk. 4,000.00 were increased Tk. 25,000.00 Tk. 15,000.00, Tk. 15,000.00, Tk. 12,500.00, Tk. 7,500.00, Tk. 6,000.00 respectively vide decision of the special general meeting dated 20.4.05. Then Tk. 25,000.00 Tk. 15,000.00, Tk. 12,500.00, Tk. 7,500.00 Tk. 6,000.00 were increased Tk. 30,000.00 For President, Tk. 20,000.00, For Vice President, Tk. 20,000.00 For Secretary, Tk. 15,000.00 For Treasurer, Tk. 10,000.00 For Assistant Secretary and Tk. 7,000.00 For Member respectively vide decision of the special general meeting dated 28.04.2009. Were increased to TK. 50,000.00 for President TK. 35,000.00 for Vice President, TK. 35,000.00 for Secretary, TK. 25,000.00 for Treasurer, TK. 15,000.00 for Assistant Secretary, and TK. 10,000.00 for Member respectively vide decision of the Special General Meeting dated 30.04.2019

\* Note: Article 15(2) (e) was added by the Special General Meeting dated 08.01.2012.

- (3) On the date fixed for scrutiny the Secretary shall ascertain whether the candidates proposed are duly qualified and have been duly nominated. Controversy, if any, as to the decision of the Secretary shall be settled in the General Meeting convened for the purpose.
- (4) If in respect of any office the number of candidates is not greater than the number, required to be elected, there shall be no poll in respect of such office or offices. But if the number of candidates exceeds the number required to be elected, poll in respect of such office or offices shall be taken by ballot for election to the office or offices concerned.
- (5) The Secretary shall have the required number of ballot papers containing the names of all the candidates for the different offices printed and the required number of ballot boxes made and use the same for election.
- (6) The Executive Committee shall constitute a Sub-Committee for election which will consist of not more than 7 regular members of whom one shall be a senior regular member of the Association, acting as the Convenor of the Sub-Committee. Poll shall be conducted under the management and supervision of the

**Election  
Sub-  
Committee**

Sub-Committee and the Secretary shall render to it all assistance necessary to conduct the poll smoothly and efficiently. The Convenor of the Sub-Committee shall close the poll at the appointed hour, seal the ballot boxes and start counting of votes as soon thereafter as may be possible, in the presence of members of the Sub-Committee and members of the Association present.

**9. Note:** Proviso of Article 15(2) was substituted by the Special General Meeting dated 9.12.2003.

Result of counting shall be recorded in duplicate and signed by the Convenor and members of the Sub-Committee who are present. One copy of such result sheet shall be given to the Secretary immediately after counting is over and the other shall be retained by the Convenor of the Sub-Committee.

- (7) The Convenor of the Sub-Committee for election shall declare the result of the election in the Annual General Meeting of the term. Candidate or Candidates securing the largest number of votes shall be declared elected to the respective office/offices and in case of tie for any office, the Convenor shall draw a lottery in the meeting and declare the result according to the result of such draw.
- (8) The out-going Executive Committee shall hand over charge to the newly elected Executive Committee and in this matter the two Secretaries shall act on behalf of their respective Committee.

### CASUAL VACANCIES

16. In the case of a casual vacancy occurring on account of the removal, resignation or death of any office bearer or other member the vacancy shall be filled within a month by election in a Special General Meeting of the Association to be held for the purpose and the manner of this election shall be decided by the meeting itself.

Provided that the office-bearer or other member who has submitted his resignation, shall have to carry on his duties until the vacancy caused by his resignation has been filled up.

### MEETINGS

17. (1) There may be Emergent, Ordinary and Special General Meeting of the Association to transact business of the Association, as may be necessary, according to this Constitution. The Ordinary General Meeting convened after the election of the Executive Committee, at the end of the term of the outgoing Executive Committee, shall be called the Annual General Meeting of the Association.

- (2) (a) An Emergent General Meeting may be convened with a day's notice.

Provided that in case of extreme urgency such a meeting may be convened on the same day.

- (b) Ordinary General Meeting may be convened with three day's notice and a Special General Meeting may be convened with seven days notice.

- (c) Annual General Meeting shall be convened with fourteen day's notice.

- (3) (a) A General Meeting of the Association may be convened on the requisition in writing signed by not less than thirty members stating therein the resolution required to be considered in such meeting. On receipt of the requisition the Secretary shall convene such meeting, if he fails to do so within seven days after such requisition has been made, the meeting may be convened by the members who signed the requisition by circulation of the requisition amongst the members of the Association, specifying therein the date and time of the Meeting so convened and such circulation shall be made for at least three days before the date fixed for the meeting.

#### *Requisition Meeting*

- (b) If the President or the Vice-Presidents are not present in the meeting, a Chairman of the meeting shall be elected to conduct the proceedings of the meeting.
- (c) After the Chairman has called the meeting to order, one of the requisitionists shall, with leave of the Chair, move the resolution which shall have to be seconded by another member. The Chairman shall then permit discussion on the motion and may also allow any member to move any amendment to the motion. The Chairman shall, in his discretion, close the debate and put the amendment and the motion to vote if there is no unanimity in the meeting and shall sign the proceedings of the meeting and send the same to the Secretary for record.
- (4) (a) 50 (Fifty) members shall form the quorum in Emergent and Ordinary General Meeting, 75 (Seventy five) members shall form the quorum in Special General Meeting and Annual General Meeting.

**Quorum**

- (b) If within half an hour of the time appointed for General Meeting a quorum is not present, the meeting shall be adjourned to a date to be fixed by the President or the Vice-President present in the meeting. The members present in such adjourned General Meeting whatever their number may be, shall form the quorum.

Provided that if there is no quorum within half an hour of the time appointed for a General Meeting on requisition, the requisition shall fail and no meeting shall be held on that requisition.

18. (1) *Meeting of the Executive Committee* The Executive Committee may meet as often as may be necessary for transaction of the business of the Association.

- (2) Meeting of the Executive Committee shall be convened with three day's notice, but in case of urgency, a meeting may be convened with a days' notice only.

- (3) Six members shall form the quorum of the meeting of the Executive Committee; in case a quorum is not present at a meeting within half an hour of the time appointed for the meeting, it shall be adjourned to a date to be fixed by the President and fresh notice of such date and the time of meeting shall be given to the members. At such adjourned meeting of the Executive Committee no quorum shall be necessary.

19. *Notice of Meeting* It shall be sufficient to give notice of meeting by circulation amongst the members and by posting a copy of such notice on the Notice Board of the Association for the period of notice.

20. All meeting of the Association shall be concerned, in consultation with the President, by the Secretary or under his direction, by an Assistant Secretary.

Provided that in exceptional circumstances the President may convene any meeting.

21. The President of the Association shall preside over all meetings at which he is present and in the absence of the President, one of the Vice-Presidents shall take the Chair. In the absence of both, the members present at the meeting any elect one of such members to preside over the meeting.

22. If there be no unanimity in any meeting, decision shall be taken by votes of majority of the members present. Voting, unless otherwise decided by the meeting, shall be by raising of hand.

23. The Secretary shall maintain or cause to be maintained correct record of the proceedings of all meetings and after preparing the minutes on the basis of such record, have such minutes signed by the Chairman of the meeting. Such minutes shall be preserved in the minute books of the Association, after being countersigned by the Secretary and shall be read and confirmed in the next meeting.

### LIBRARY

24. The Association shall have a library of its own *Library*  
Library Adequate provision shall be made in the annual budget of the Association to build and maintain the library at a high level of efficiency and it shall be the duty of the Executive Committee to make purchase of the necessary books and journals etc, for the library.

25. The supervision of the library shall be placed in the hands of a Sub-Committee called the Library *Library Sub-Committee*  
Sub-Committee which shall consist of 5 members including the Senior Vice-President to be elected in the first General Meeting of the term and the Assistant Secretary in-charge of Library shall act as the Secretary to the Sub-Committee. The suggestions and recommendations of the Library Sub-Committee for the preservation, improvement and efficient management of the library shall be considered and implemented by the Executive Committee.

26. Notwithstanding any rule which may be framed by the Association in connection with the library, the management of the library and use of the books and journals etc. shall be as follows:

(1) There shall be a qualified Librarian in-charge of the Library and acting as head of the staff engaged specifically for the management of the library.

(2) All books and journals etc. shall be catalogued and numbered, as may be found necessary by the Librarian, for maintaining a correct record of the same and for identifying those individually and such record shall always be kept upto date.

(3) Books and journals etc. shall be grouped in two broad divisions, viz. (i) for issue and (ii) not for issue. All Valuable and rare books and journals etc. shall be grouped in second division and preserved separately in the Reading Room.

(4) One who is not a member of the Association, shall not be entitled to use the facilities of the Library nor borrow or use the book and journals etc.

(5) One of the rooms of the Association shall be reserved as Reading Room for exclusive use of the members only and no stranger shall be allowed to enter it for any reason whatsoever nor any conversation shall be permitted inside the Reading Room.

(7) No book shall be taken by any member for use in any cubicle or in the Halls of the Association. Provided that books/Journals may be taken for use in cubicle subject to provisions of sub-clause (8).

(8) A maximum of the books/ journals may be issued to a member for use at cubicle and /or for use in court and such books/journals must **be returned to the Library within 7 (seven) working days.** Issue of books/ journals for use at

cubicles /for use in court shall be made only on a receipt in prescribed form being signed by the member and delivered to the Librarian along with the members " I.D. Card", and not otherwise. If the member fails to return the books/journals within the stipulated time, he/she has to pay a fine of Tk. 5.00 (five) per day for each book/journal and if the member again fails to return such books/journal within maximum of 3 (three) weeks from borrowing, he/she has to pay three times of the market value of such books/journal in favour of the Supreme Court Bar Association. Before expiry of 3 (three) weeks from the date of borrowing of the book/ journal, the concern member may compensate/ replace the book/ journal at his own costs. After 3 (three) weeks the Member will not get any book/ journal without mitigating of previous borrowing of book/journal. After expiry of 60 (sixty) days from the date of borrowing of book/- journal he/she will be debarred permanently from borrowing any books/journal from Library, if he/she does not mitigate the previous borrowing.

After permanently debarred, if the membership is ceased for any reason, the price of the books/ journal if remained unpaid, the Account Department of the Supreme Court Bar Association with the information from the Library will recover the value of the book/- journal from the entitlement of the concern member.

The Librarian shall, on no account, allow any one to take out any books/journal from the Library without such receipt being signed and showing " I. D Card " and delivered by a member as stated above.

The Clause (6) (a) (b) is replaced/deleted/amended herewith.

**Note:** Article 26(8) amended by the special general meeting dated 08.01.2012.

- (9) Any book/journal diurnal lost by any member must be penalty replaced or its real value (as may be fixed by the Library Sub-Committee) deposited by the member concerned within ten days of service of a notice to him by the Secretary for the purpose. **Penalty for loss**
- (10) The Association shall suo moto or on the recommendation of the Library Sub-Committee taken such disciplinary action as it may consider necessary against a member who violates any of the above provisions relating to the Library.
- (11) Periodical checking of all books, journals etc. and the catalogues thereof shall be effected at least twice in a calendar year by the Library Sub-Committee and the Secretary shall take appropriate action on the findings of Library Sub-Committee made after such periodical checking.
- (12) Members may record their suggestions in the Register to be maintained in the Library for the purpose of improvement and better management. of the library and the Library Sub-Committee shall take all such suggestions into consideration and feed back information to the Executive Committee for necessary action.

## AUTHORITY & FUNCTIONS

- Authority & Functions**
- (27) (a) The Secretary shall have authority to receive all subscription, contribution, fee, donation and gift from the members and to receive donation, gift and money on behalf of the Association from any person, office or authority by granting receipt for the same and to make any payment on behalf of the Association to any person, office or authority whatsoever, on obtaining proper acknowledgement for the same.

Provided that all monies, donations and gifts so received and all monies so paid by the Secretary shall be duly accounted for and shall be subject to verification by the Treasurer.

- (b) The Secretary shall have authority when so required, to execute power and other legal document on behalf of the Association and to produce, file or take back paper and document before, into or from any court, office, authority etc.
28. The Secretary shall have authority to draw, make endorse, accept discount and execute cheques, bills of exchange, warrants and similar negotiable instruments in connection with the receipts and expenditure specified in the annual budget of the Association or otherwise.
- Provided that wherever any cheque or any other negotiable instrument is drawn, it shall be countersigned by the Treasurer.
29. The Secretary shall have authority to spend money out of the General Fund to meet the current expenditure, including pay and allowances of the staff and the

establishment and all other expenditures according to the Annual Budget estimates.

30. During the absence of the Secretary due to illness or otherwise for more than one week (of which the Secretary shall give notice to the Association), the Senior Assistant Secretary shall have authority to do, on behalf of the Secretary, any of the acts to be done by the Secretary including those enumerated in clauses 27 to 29.
31. The Treasurer shall be in-charge of the funds and accounts of the Association. He shall have authority to cause audit of accounts in terms of clause 13 and to prepare, in consultation with the President and the Secretary, the Annual Budget estimates of the Association in terms of clause 49.
32. The Senior Assistant Secretary shall be in-charge of the Library and shall act as the Secretary to the Library Sub-Committee constituted in terms of Clause 25, while the other Assistant Secretary shall be in-charge of functions and facilities of the Association.
33. Any office-bearer or other member of the Executive Committee may, by a resolution of the Executive Committee, be entrusted with specific duty and responsibility in connection with the administration and management of the affairs and business of the Association and when so entrusted, the office bearer/member concerned shall be obliged to perform and discharge the same faithfully.

## BENEVOLENT FUND

34. (a) The fund called "Benevolent Fund" as already instituted, shall be continued in operation for the security of the members and their families. All regular members of the Association shall contribute to the Fund irrespective of whether the member is in need of such security.
- (b) A contributor to the Fund shall contribute till his death or retirement from profession whichever is earlier.
35. All members who have already joined and those who will hereafter join as contributor to the fund, shall fill in and sign the form prescribed for being such contributor.
36. Let it be stipulated that a Member of the Benevolent Fund shall pay an ANNUAL CONTRIBUTION to the Benevolent Fund in the following slabs:
- From 1st year to 5th year- Tk. 3,000.00 (Three thousand);
  - Above 5th year to 15th year Tk. 6,000.00 (Six thousand) and
  - Above 16th year Tk. 8,000.00 (Eight thousand) 10 per year in the Benevolent Fund.
37. Any member who has not joined as contributor so long shall pay, at a time, the arrears of his contribution before 15th March, 1980, unless the time is extended by the Executive Committee on application made by such contributor on sufficient grounds.

10. Substituted for the original provision vide decision of the Special General Meeting dated 21.4.1985. Original provision was "Contribution to the fund shall be Tk. 50/- (Taka fifty) for the years 1974 to 1978 and Tk. 100/- (Taka One hundred) from the year 1979 onwards. Provided that any contributor who has paid Tk.50/- (fifty) as the contribution for the year 1979, shall pay another Tk.50/- (fifty) as contribution for that year before the 15th March, 1980. Provided further that new entrants in profession will contribute at the rate of Tk.50/- (fifty) for the first five years. Article 36 is substituted by the Special General meeting dated 9.12.2003 and then on 20.4.2005.

### **38. (1) Benefit of the Benevolent Fund:**

On the death of a member, his/her nominee/heirs shall be paid benefit out of the Fund as under:-

- (a) a sum of Tk. 2,50,000.00 (Tk. two lacs Fifty thousand) if he/ she expire within 5 (Five) years of his/her joining the Funds as a contributor.
- (b) a member expiring after contribution to the Benevolent Fund for 5 (Five) years will get a sum of Tk. 2,50,000.00 (Tk. two lacs Fifty thousand) only and a further sum of Tk. 85,000.00 (Eighty five thousand) for each subsequent year of his contribution after 5 years, but in no case exceeding Tk. 27,00,000.00 (Tk. Twenty Seven lacs).

\*\*\* The figure of Tk. 150.00 was substituted by Tk. 225.00 vide decision of the Special General Meeting dated 19.4.1989. Then Tk. 225.00 was substituted by Tk. 500.00 vide decision dated 8.5.1997. Then Tk. 500.00 was substituted by Tk.600.00 vide decision dated 18.4.2001. Then Tk. 600.00 was substituted by Tk. 1500.00 vide special general meeting of 17.4.2004.

\*\*\* The figure of Tk. 300.00 was substituted by Tk. 450.00 vide decision dated 19.4.1990 of the Special General Meeting. Then Tk.450.00 was substituted by Tk. 1000.00 vide decision dated 8.5.1997. Then Tk. 1000.00 was substituted by Tk.1,200.00 vide decision dated 18.4.2001. Then Tk. 1200.00 was substituted by Tk. 2,200.00 vide special general meeting of 17.4.04.

\*\*\* Inserted vide decision of the Special General Meeting dated 18.5.1998. Then Tk. 1500.00 was substituted by Tk. 1800.00 vide decision dated 18.4.2001. Then Tk. 1800.00 was substituted by Tk. 3000.00 vide special general meeting of 17.4.04.

\*\*\* Then 3 slabs was substituted by 7 slaps viz- Tk. 1500.00 within 5 (Five) years, Tk. 2200.00 within 10 years, Tk.2500.00 within 15 years, Tk. 3,000.00 within 20 years, Tk.4,000.00 within 25 years, Tk. 5,000.00 within 30 years Tk. 6,000.00 from 31 years to upward vide decision of the special general meeting dated 20.4.05.

\*\*\* Then 3 slabs was substituted within 5 (Five) years Tk.3,000.00. Above 5 (Five) years to 15 years Tk 6,000.00. Above 16 Years Tk. 8,000.00 vide decision of the Special General Meeting dated 02.7.2008.

\*\*\* The original figure of Tk. 5,000.00 was substituted by Tk. 10,000.00 vide decision of the Special General Meeting dated 21.04.1985. Then vide decision dated 19.4.1989, Tk. 10,000.00 was substituted by Tk. 15,000.00.

Then vide decision dated 08.05.1995 Tk. 15,000.00 was substituted by Tk. 20,000.00. Then Tk. 20,000.00 was substituted by Tk. 25,000.00 vide decision dated 8.5.1997. Then Tk. 25,000.00 was substituted by Tk. 45,000.00 vide decision dated 18.5.1998. Then Tk. 45,000.00 was substituted by Tk. 50,000.00 vide decision dated 28.4.99. Then Tk. 50,000.00 was substituted by Tk. 65,000.00 vide decision dated 30.4.2000. Then Tk. 65,000.00 was substituted by Tk. 1,25,000.00 vide decision dated 18.4.2001. Then Tk. 1,25,000.00 was substituted by Tk. 2,00,000.00 vide decision of the Special General Meeting dated 21.4.02 and 9.12.03. Then Tk. 2,00,000.00 was substituted by Tk. 2,50,000.00 vide Special General Meeting dated 9.2.11.

- (c) On the death of a member, the Secretary shall arrange to send a sum of Tk. 50,000.00 (Fifty thousand) Taka from the Benevolent Fund to the family of the deceased if necessary, to meet the funeral expenses or to meet the grave necessity, prior to final assessment of the dues of the deceased in the Benevolent Fund and the said amount will be adjusted at the time of making final payment of the Benevolent Fund of the deceased.

(d) **Facilities of Benevolent Fund for the deceased Defaulting Members.**

If member(s) of the Supreme Court Bar Association dies without paying his subscription towards the Benevolent Fund and other dues of the Association for Last 03 (three) consecutive years, the Warisan/Nominees will be entitled to get all the facilities of the deceased member's Benevolent Fund till that period upto which he paid subscription regularly.

The original figure of Tk. 15,000.00 was substituted by Tk. 40,000.00 vide decision dated 21.4.1985. Then Tk. 40,000.00 was substituted by Tk. 60,000.00 vide decision dated 19.4.1989. Then Tk. 60,000.00 was substituted by Tk. 90,000.00 vide decision dated 19.4.1990. Then Tk. 90,000.00 was substituted by Tk. 1,00,000.00 vide decision dated 20.04.1994. Then Tk. 1,00,000.00 was substituted by Tk. 1,50,000.00 vide decision dated 8.5.1995. Then Tk. 1,50,000.00 was substituted by Tk. 2,50,000.00 vide decision dated 8.5.1997. Then Tk. 2,50,000.00 was substituted by Tk. 3,50,000.00 vide decision dated 14.1.1998 of the

General Meeting. Then Tk. 3,50,000.00 was substituted by Tk. 5,00,000.00 vide decision dated 18.5.1998. Then Tk. 5,00,000.00 was substituted by Tk. 6,00,000.00 vide decision dated 28.4.99 and Then Tk. 6,00,000.00 was substituted by Tk. 7,00,000.00 vide decision dated 30.4.2000. Then Tk. 7,00,000.00 was substituted by Tk. 10,00,000.00 vide decision dated 18.04.2001. Then Tk. 10,00,000.00 was substituted by Tk. 12,00,000.00 vide special general meeting dated 21.04.02 and 9.12.03. Then from Tk. 12,00,000.00 to Tk. 10,00,000.00 vide decision dated 02.07.2008. Then Tk. 10,00,000.00 was substituted by Tk. 12,00,000.00 vide special general meeting dated 09.02.11. Then Tk. 12,00,000.00 was Substituted by Tk. 14,00,000.00 (Tk. Fourteen lacs) vide special general meeting dated 05.02.14. Tk. 14,00,000.00 (Tk. Fourteen lacs) was substituted by Tk. 17,00,000.00 vide Special General Meeting dated 02.12.15. There after Tk. 17,00,000.00 was substituted by Tk. 20,00,000.00 (Twenty lacs) vide Special General Meeting dated 15.01.17. Then increased Tk. 24,00,000.00 (Twenty Four Lac) by the Special General Meeting dated 07.05.2018. Then Tk. 24,00,000.00 was Substituted by Tk. 27,00,000.00 (Twenty Seven Lacs) by the Special General Meeting dated 05.02.2019.

\*\*\* The original figure Tk. 1,000.00 was substituted by Tk. 2,000.00 vide decision dated 21.4.1985. Then vide decision dated 19.4.1989 Tk. 2,000.00 was substituted by Tk. 3,000.00. Then vide decision dated 19.4.1990 Tk. 3,000.00 was substituted by Tk. 4,500.00. Then vide decision dated 20.4.1994 Tk. 4,500.00 was substituted by Tk. 5,000.00. Then vide decision dated 8.5.1995 Tk. 5,000.00 was substituted by Tk. 7,500.00. Then vide decision dated 8.5.1997 Tk. 7,500.00 was substituted by Tk. 12,500.00. Then vide decision dated 14.01.1998 Tk. 12,500.00 was substituted by Tk. 17,500.00. Then vide decision dated 18.5.1998 Tk. 17,500.00 was substituted by Tk. 25,000.00 with effect from May, 1998. Then the Special general meeting dated 28.4.99 amounts have been increased from Tk. 25,000.00 to Tk. 30,000.00, from Tk. 30,000.00 to Tk. 35,000.00 vide meeting dated 30.04.2000. Then from Tk. 35,000.00 to Tk. 40,000.00 vide meeting date 18.04.2001. Then from Tk. 40,000.00 to Tk. 60,000.00 vide special general meeting dated 21.4.02 & 9.12.03. Then from Tk. 60,000.00 to Tk. 40,000.00 vide decision dated 02.07.2008. Then Tk. 40,000.00 was substituted by Tk. 50,000.00 vide Special general meeting dated 9.2.2011. Then Tk. 50,000.00 was substituted by Tk. 60,000.00 vide special general meeting dated 20.5.12. Then Tk. 60,000.00 was substituted by Tk. 70,000.00 (Seventy Thousand) by the Special General Meeting dated 05.02.2019. Then Tk. 70,000.00 was Substituted by Tk. 75,000.00 (Seventy five thousand) by the Special General Meeting dated 13.01.2022 and further more Tk. 75,000.00 was Substituted by Tk. 85,000.00 (Eighty five thousand) by the Special General Meeting dated 12.06.2022

11. Article 38 (a) (b) (c) were substituted by Special General Meeting dated 09.12.03 with effect from 1st April. 2003.

**Note:** New Article 38(1) (d) was substituted vide Special general meeting dated 09.02.11.

### 38. (2) Benefit on Retirement:

- (i) If any member of the Association is compelled to give up practice due to physical disability or illness certified by the Medical Officer of the Association and is thus constrained to surrender his/her Sanad to Bangladesh Bar Council after 30 years of his contribution to the Benevolent Fund he/she will get the full benefit of Benevolent Fund subject to satisfaction of the Executive Committee of the Association.
- (ii) If any member retires, voluntarily and surrender his Sanad after continuous contribution he/she will get the benefit from the Benevolent Fund as under:
  - a) Retirement after payment of contribution above 30 years 70% of the Benefit payable.
  - b) Retirement after payment of contribution for 40 years Full Benefit.
  - c) If any member surrender his/her Sanad before 10 (ten) years of membership he/she will get refund of the amount contributed by him/her to the Benevolent Fund and after contribution of 10(ten) years will get double the amount of his /her contribution upto 20 (twenty) years.
  - d) Any member elevated as Judge before completion of 20 (Twenty) years he/she will get the benefit of Benevolent Fund double the amount of his/her actual contribution to the Benevolent Fund.
  - e) Retirement before 30 (Thirty) years of contribution will get double of his actual contribution to the Benevolent Fund plus (+) Tk. 5,000.00 (Five thousand) for each year after 20 (Twenty) years of his/her membership.
39. If a contributing member after regularly contributing for 35 years or more is permanently disabled due to illness or otherwise, either an outright grant not exceeding (Tk. 27,00,000.00) 12 (Tk. Twenty Seven lacs) shall be paid or a monthly allowance not exceeding Tk. 70,000.00 (Tk. Seventy Thousand), but not exceeding Tk. 27,00,000.00 (Twenty Seven Lacs)

lacs) shall be paid to the contributor and in case of death of the contributor balance, if any, shall be paid outright as may be decided by the Executive Committee.

Provided that such rules shall provided for taking cognizance of the circumstances of each case and the length of time for which contribution has been made to the Fund by the concerned member, as factors for such decision.

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- \* A new clause has been added after clause 38 (b) to be read as Article 38 (c) as per decision taken at the Special General Meeting of the Association held on May 8, 1995. Then Tk. 10,000.00 was substituted by Tk. 20,000.00 vide decision dated 28.4.99. Then Tk. 15,000.00 instead of Tk. 20,000.00 (instant help only) vide decision dated 30.4.2000. Then Tk. 15,000.00 was substituted by Tk. 20,000.00 vide decision dated 18.4.2001. Then decision taken by the Special General Meeting dated 9.12.03 Tk. 20,000.00 was substituted by Tk. 30,000.00, then increased Tk. 50,000.00 by the special general meeting dated 05.05.13.
12. The original figure Tk. 20,000.00 was substituted by Tk. 40,000.00 vide decision dated 21.4.1985. Then vide decision dated 19.4.1989 Tk. 40,000.00 was substituted by Tk. 60,000.00. Then vide decision dated 19.4.1990 Tk. 60,000.00 was substituted by Tk. 90,000.00. Then vide decision dated 20.4.1994 Tk. 90,000.00 was substituted by Tk. 1,00,000.00. Then vide decision dated 8.5.1995 Tk. 1,00,000.00 was substituted by Tk. 1,50,000.00. Then vide decision dated 8.5.1997 Tk. 1,50,000.00 was substituted by Tk. 2,50,000.00. Then vide decision dated 14.1.1998 Tk. 2,50,000.00 was substituted by Tk. 3,50,000.00. Then vide decision dated 18.5.1998 Tk. 3,50,000.00 was substituted by Tk. 5,00,000.00. Then the Special General Meeting dated 28.4.99 amounts have been increased from Tk.5,00,000.00 to Tk. 6,00,000.00 and from Tk. 6,00,000.00 to Tk. 7,00,000.00 vide decision dated 30.4.2000, from Tk. 7,00,000.00 to Tk. 10,00,000.00 vide decision dated 18.4.2001. Then Tk. 10,00,000.00 to Tk. 12,00,000.00 vide meeting dated 09.02.11. Then Tk. 12,00,000.00 to Tk. 14,00,000.00 vide special general meeting dated 05.02.2014. Tk. 14,00,000.00 was substituted by Tk. 17,00,000.00 vide Special General Meeting dated 02.12.15. Thereafter Tk. 17,00,000.00 was substituted by Tk. 20,00,000.00 vide Special General Meeting dated 15.01.17. Then increased Tk. 24,00,000.00 (Twenty Four Lacs) by the General Meeting dated 12.12.2017. Then increased Tk. 27,00,000.00 (Twenty Seven Lacs) by the General Meeting dated 05.02.2019. Then again 27,00,000.00 (Twenty Seven Lacs) was substituted by Tk. 33,00,000.00 (Thirty Three Lacs) by the Special General Meeting dated 29.01.2020

40. The provisions as to default of payment and cessation of membership contained in clauses 6 and 7 shall apply case of default in paying the contribution to the fund by any member.
41. (a) Rules governing the fund to the extent it is inconsistent with these provisions, shall stand superseded.
- (b) The existing rules for the fund shall be suitably revised in a Special General Meeting convened for the purpose.
- (c) Effective from 9th December, 2003 (the date of this amendment) the Advocates becoming members of the Supreme Court Bar Association after attaining the age of 35 (thirty five) years, shall not be entitled to Benevolent Fund benefits, and no contribution towards Benevolent Fund be accepted from them. 13

### Contributory Benefit Fund

41. (d) (i) The fund called Contributory Benefit Fund as already instituted shall be continued in operation for the Security of the member and their families. All regular members who have got membership of Bangladesh Supreme Court Bar Association after attaining the age of 35 (Thirty Five) years and are not entitled to get Benevolent Fund benefit shall contribute to this fund irrespective of whether the members is in need of such security.
- (ii) A contributor to the fund shall contribute till his death or retirement from profession which ever is earlier.
- (iii) All members who have already joined and those who will hereafter join as contributor to this fund, shall fill in and sign the form prescribed for being such contributor.
- (iv) A member of the Contributory Benefit Fund shall pay an Annual Contribution to this fund in the following slabs: (A) From 1st year to 5th year Tk. 5,000/- (Five Thousand); (B) Above 5th year Tk. 8,000/- (Eight Thousand);
- (v) Subscription Period:- Subscriber contributing to the Contributory Benefit Fund shall pay his yearly contribution at a time within 30th June, each calendar year. If he/she fails his/her contribution within 30th June, with Tk. 100/- Fine for per month for contributory benefit fund only.

### Benefit of the Contributory Benefit Fund

- (vi) (a) If any subscriber under these rules retires from profession he/she shall get benefit of Tk. 30,000.00 (Thirty Thousand) per year.
- (b) On the death of a member, his/her nominee/heirs shall be paid as Tk. 30,000.00 (Thirty Thousand) per year with effect from 05.02.2019.

### Facilities of Contributory Benefit Fund for the deceased Defaulting members:-

- (c) If member(s) of Bangladesh Supreme Court Bar Association dies without paying his subscription toward the Contributory Benefit Fund and others dues of the Association for last 03 (Three) consecutive years, the warison/nominees will be entitled to get all the facilities of the deceased member's Contributory Benefit Fund till that period up to which the paid subscription regularly.
- (d) If any member of this fund retires voluntarily and surrender his/her Sanad after continuous contribution he/she will get the benefit from the Contributory Benefit Fund as under:  
If any member surrender his/her Sanad/Certificate will get double the amount of his/her contribution.
- (e) The provision as to default of payment and cessation of membership contained in clauses 41. (d) (v) shall apply case of default in paying the contribution to this fund by any member.

### (vii) The formation of Contributory Benefit Fund shall consist of:-

- (1) Compulsory yearly Contributory Benefit Fund subscription received from the members who got his membership after attaining 35 years of age.
- (2) Income from the investment made out of the Fund including FDR.
- (3) Fixed amount transferred from Wokatatnama in every year.
- (4) Donation or grant from other source or sources.
- (5) If required, time to time, the Supreme Court Bar Association will increase the fund position of this Contributory Fund.

**(viii) Loan:**

Member of the Contributory Benefit Fund will be eligible to submit his/her prayer for getting Medical Loan from the above fund to be approved/allowed by the Executive Committee of the Supreme Court Bar Association.

Loan ceiling will be 90% of the self deposit made by the member against his/her Contributory Benefit Fund.

The Loan money will have to be refunded by the applicant within 24 (Twenty Four) equal monthly instalments after one month from disbursement of the loan to the loanee.

In case of default of repayment 10% interest will be recovered to adjust the Loan money.

- (ix) (i) Rules governing the fund to the extent it is inconsistent with these provisions, shall be superseded.
- (ii) The rules for this fund shall be revised, if required, in the Special General Meeting of the Association convened for the purpose.
- (x) On the death of a member of this Contributory Benefit Fund, the Secretary of the Supreme Court Bar Association shall arrange to send a sum of Taka 20,000/- (Twenty Thousand) only to the family of the deceased to meet the funeral expenses or to meet the grave necessity. The aforesaid money will be adjusted from the Contributory Benefit Fund, if any, otherwise the Executive Committee will adjust the said money from the Welfare Fund of the Association.

**Note:** New Article 41 (d) was substituted vide Special General Meeting dated 05.05.2014 which provided for benefit amounting to double the amount of his/her contribution. Then decided on 02.12.2015 that benefit shall be paid Triple the amount. On 15.01.2017 it was decided by the Special General Meeting that benefit shall be paid Quadraple the amount. Then shall be paid Quadraple plus(+) Tk. 5,000.00 (Five Thousand) vide Special General Meeting dated 12.12.2017. Then decision taken by the Special General Meeting dated 05.02.2019 that benefit shall be paid as Tk. 30,000.00 (Tk. Thirty Thousand) per year with effect from 05.02.2019. Tk. 30,000.00 (Thirty thousand) was substituted by Tk. 50,000.00 by the Special General Meeting dated 29.01.2020. Again Tk. 50,000.00 was substituted by Tk. 55,000.00 by the Special General Meeting dated 13.01.2022. Than again Tk. 55,000.00 was substituted by Tk. 65,000.00 by the Special General Meeting dated 12.06.2022.

**CUBICLES**

42. Allotment of cubicles may be made to regular members of the Association who generally practice in the Supreme Court of Bangladesh.

Provided that allotment of cubicles made earlier in violation of the guide-lines formulated for the purpose by the Association in General Meeting shall be reviewed in a Special General Meeting called for the purpose within three months and decision taken in the meeting, on such review, shall be implemented by the Executive Committee within six months.

13 Note: A New clause has been added after clause 41 (b) to be read as Clause 41 (c) as per decision of the Special General Meeting of the Association dated 20.4.1994. Article 41 (c) were Substituted by the Special General Meeting dated 9.12.03.

Another New Clause has been added after clause 41(c) and the New clause would be the clause 41(d) as per Resolution of the Special General Meeting dated 05.05.2014, Thereafter on 02.12.2015 the Special general meeting took decision shall get benefit triple of his/her subscription. Then on 15.01.2017 of the Special General Meeting shall taking decision shall get benefit quadraple the amount of his/her contribution. Then Plus Tk. 5,000.00 shall get with Quadraple amount take decision by the general meeting dated 12.12.17.

43. (a) While making allotment of cubicles the Executive Committee shall observe the following principles:

A Senior Member who has no chamber or residence with a chamber within a radius of two miles from the Court shall have preference over a junior member with same disadvantage;

- (b) Members having their residence far away from the Court shall have preference over whose residences are near the Court;
- (c) Members who do not have car shall have preference over those who have, other factor remaining equal for both.
- (d) If a Senior Member has been allotted a cubicle, the junior generally working with/under him shall not be entitled to separate allotment;
- (e) Other factors remaining equal, one who has applied for cubicle earlier shall have preference over those who have applied later;
44. Members having allotment of cubicles shall pay monthly subscription for use of the cubicle to the Association, as may be fixed by rules framed for cubicles from time to time;
45. Any allottee of cubicle who takes any other employment and discontinue practice, shall, within one month, surrender possession of the cubicle to the Association.

46. No member shall use a cubicle allotted to another by secret mutual arrangement for payment of monthly subscription in the name of the allottee of the cubicle or sharing such subscription with the allottee. If such arrangement is detected, the allotment shall be cancelled.

47. (a) Rules governing cubicles to the extent it is inconsistent with these provisions, shall superseded.

(b) The existing rules for cubicles shall be suitably revised in Special General Meeting convened for the purpose.

48. The provision as to disqualification to become a voter and/or candidate, in default of payment of subscription and in the event of cessation of membership as contained in Clauses 4(4), 6 & 7 shall mutatis, mutandis apply in case of default in paying the monthly subscription for the Cubicle. On such cessation of membership, the cubicle of the person concerned shall stand restored / reverted to the Association at once and he/she shall not have any further right to use the Cubicle. 14.

### SUPPLEMENTARY PROVISIONS

49. (a) *Budget* Annual Budget containing the estimates of receipts and expenditures for the term, shall be prepared head-wise making therein appropriate allocations of fund for expenditure to meet requirements of the terms and after approval of the budget by the Executive Committee, the same shall be placed before the first Special General Meeting of the term to be convened not later than the 21st April.

(b) No expenditure shall be incurred out of the funds of the Association unless there is specific or general allocation in the Annual Budget in that regard.

Provided that expenditures incurred upto 21st April shall be deemed to have been made under relevant allocations.

14. **Notes:** Article 48 was substituted by the Special General Meeting dated 9.12.2003.

50. In the Annual General Meeting of the Association the following business shall be transacted:

*Annual  
General  
Meeting*

(a) Adoption of the report of the Secretary for the term;

(b) Adoption of the Audit Report and the statement of accounts for the term placed by the Treasurer, and if necessary, revision of the Annual Budget;

(c) Declaration of result of election of the Executive Committee by the Convenor of the Election Sub-Committee;

(d) Introduction of the office bearers and other members of the newly elected Executive Committee by the President designate; and

(e) Farewell speech by the out-going President;

51. (1) The Association may, by a resolution adopted by two-third majority, in Special General Meeting convened for the purpose, censure, suspend or expel any member for willful breach of any of the provisions of the Constitution or violation of decision of the General Meeting or the Executive Committee or for unprofessional or dishonourable conduct or on any other ground considered sufficient by such

*Disciplinary  
Action*

Special General Meeting.

Provided that such Special General Meeting shall be convened only on the resolution of the Executive Committee adopted suo moto or on the complaint made by any person.

(2) Such resolution may be adopted by the Special General Meeting after sufficient notice to the member concerned and to the charges leveled against him and after providing him adequate opportunity to defend himself in such meeting.

(3) The voting, if any, in such Special General Meeting shall be by ballot.

52. Matter(s) of private conversation amongst members and any unhappy incident within the Association's building or Court (which is likely to mark the good name of the Association or its members) must not be given any publicity by any member. Any breach of this provision shall be "dishonorable conduct" within the meaning of clause 51.

53. Whenever the Association is required by any law or is requested to represent itself in any council, commission, committee, tribunal, authority, body or organisation, whether official or otherwise, the Association shall select its representative in a General Meeting unless such representation is ex-officio.

**Representation  
of  
Association**

Provided that the Association may decide not to represent itself in any unofficial body or organisation if it is considered unnecessary for the Association to associate with the same.

54. Any person who is not a member of the Association, shall not be entitled to use any property of or the facilities provided by the Association.

55. (1) The Auditorium in the Association building shall be Auditorium used for holding meetings, seminars and cultural functions. only. It shall not be used for social functions, like marriage, birthday, anniversary etc.

**Auditorium**

(2) The Association may permit use of the Auditorium on payment, by any organisation for like purposes on terms and conditions to be decided by the Executive Committee.

56. Rules shall be framed in the Special General Meeting for giving full effect to the provisions of this constitution. Difficulty such time such rules are framed, decision may be taken in Special General Meeting for removing difficulty and resolving any conflict arising from these provisions.

**Rules for  
Removal of  
Difficulty**

57. The Secretary of the Supreme Court Bar Association will have to inform the members of the Bar Association in any manner either by letter or e-mail or SMS or by notifying in the Notice Board, the income of the sale proceeds of the WOKALATNAMA in every quarter of the current year.

**Wokatnama**

58. An amendment of this Constitution may be made only in the General Meeting Amendment Specially convened for the purpose and attended by at least half of the total number of members and by resolution passed by a majority of two-thirds of the members present and voting.

This Constitution shall come into force with effect from the 1st day of January, 1980 in supersession of the Constitutional-"Rules" so long enforce.

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**Note:** Proviso New Article 57 is substituted by the General Meeting dated 17.11.11 and the earlier Article 57 will be substituted and treated as Article 58.

We, the members of the Supreme Court Bar Association, Dhaka, in the General Meeting specially convened for the purpose, this the 14th day of December, 1979 do adopt this amended Constitution.

PRESIDENT  
Bangladesh Supreme Court  
Bar Association

### MEMBERSHIP RULES, 1993

\*Admission to Membership Rules, 1993

1. (a) These rules may be called the Bangladesh Supreme Court Bar Association (Admission to Membership) Rules, 1993.  
(b) These rules shall come into force at once.
2. An advocate who wants to be a regular member of the Association shall apply in prescribed form, along with the requisite documents mentioned therein, upon payment of a fee of Taka 500.00 (Five hundred.)
3. In making enquiry and obtaining information, as provided for in Art, 4(2), the Executive Committee shall have to be satisfied that the applicant for membership.
  - (a) generally practices before the High Court Division of the Supreme Court of Bangladesh, and
  - (b) has appeared before the High Court Division in not less than 25 (twenty five) cases of different kinds independently or with seniors.
4. Applicant for membership shall have to appear before the Executive Committee for interview on a date to be notified in the Notice Board of the Association 7 (seven) days prior to the date fixed for such interview.  
  
Provided that two such interviews shall be held every year in **June and December**.
5. If the Executive Committee is not satisfied as to the fitness of the applicant to be a member of the Association his application may be rejected or the disposal of his application may be deferred till the applicant is again interviewed on the next following date of interview.  
  
Provided that the application for membership of the applicant who fails to appear before the Executive

Committee in two consecutive interviews shall stand rejected.

6. When the Executive Committee is satisfied as to the applicants fitness it shall grant membership to the applicant on probation for 12(twelve) months and such membership may be terminated by the Executive Committee if the member is found to have indulged in unprofessional or dishonorable conduct or has failed to pay the dues to the Association.
7. An applicant for regular membership of the Association under probation shall have no right to vote in any meeting or at any election of the Association.
8. Upon expiry of the period of probation the applicant will be registered as a regular member of the Association.
9. (1) The Executive Committee may review the membership position of the Association from time to time and recommend cancellation of membership of any person in case of non-compliance of rule 2(a) by such person.  
(2) Upon consideration of such recommendation a special general meeting convened for the purpose may, after hearing the concerned member, if present in the meeting such hearing, give effect to the recommendation of the Executive Committee.
10. The Executive Committee may, on reviewing membership position in the light of availability of sitting accommodation and other facilities in the Association, restrict admission to membership as it may deem fit.

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**Note:** Draft rules were finalised by the Executive Committee in its meeting dated 6th March, 1993 and adopted by the Special General Meeting dated the 10th March, 1993.

## **LIBRARY RULES**

\* Management and Use of Library Rules, 1993

1. (a) These Rules may be called 'The Bangladesh Supreme Court Bar Association (Management and Use of Library) Rules, 1993.'  
(b) These Rules shall come into force at once.
2. The Association shall engage the following staff to serve under the Librarian specifically, for better management of the Library.
  - (i) One Assistant Librarian having degree in Librarianship from a recognised University.
  - (ii) Two Library Assistants who must have passed the H.S.C. Examination of a recognised Board.
  - (iii) Four Delivery Peons who must have passed the S.S.C Examination from a recognised Board.
  - (iv) One Farash.Provided that the Library Assistant / Delivery Peon, without such qualification, now engaged in the Library, having acquired experience by working in the Library, may be retained as staff under the Librarian until qualified Library Assistant /Delivery Peon are appointed and trained for the purpose.  
Provided further that to identify the Library Staff, they shall be given separate uniform.
3. The Librarian and in his absence the Assistant Librarian shall be responsible for proper management of the Library under the control of the Library Sub-Committee and direct supervision of the Assistant Secretary-In-Charge of the Library.

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**Note:** Draft rules were considered and finalised by the Executive Committee in the meeting dated 26th September, 1992 and adopted by the Special General Meeting on the 11th March, 1993.

4. (a) Only regular members of the Association shall be allowed to use the Library of the Association and its Reading Room and permitted to borrow books from the Library.
- (b) The Library shall remain open to members from 9-00 am to 4-00 pm. on days when courts sit and from 10-00 to 4-00 pm on other days except Govt. holidays.
5. (a) Library Sub-Committee shall finalise list of books and journals to be acquired every year and obtain price invoice from the publisher /seller thereof before 30th September.

Opening letter of credit in favour of foreign supplier and direct purchase within the country must be completed before 31st December every year.

- (b) A complete and correct record of all books, journals and other reading materials of the library shall be maintained in the form of a "Catalogue" and such catalogue shall be kept upto date by causing entry therein of all new acquisition of books, journals etc. for the library.
6. The catalogue of books, journals, etc. shall be checked and kept upto date for re-printing after every 5 (five) years.
7. Any book or journal lost or destroyed or rendered unfit for use shall be scored out from the catalogue and those rendered unfit for use shall be kept separately as "condemned", for inspection by the Library Sub-Committee and for taking decision as to disposal there of.
8. (a) All valuable and rare books and journals shall be prominently marked on the covers and inside, at several places, with the words "Not for issue" and the shelves in which those are kept shall also have inscription in bold letters "Not for issue". Provided that until a spacious reading room is available for use of the Association, space in the Library beside the present reading room shall be used for accommodating the shelves of valuable and rare books and journals.
- (b) "No local Law journals namely D.L.R, B.L.D, B.L.C, M.L.B, B.L.T and B.T.D. shall be allowed to be taken outside the Library. The members may, however, obtain

from the Librarian, photocopy of any decision printed in such journals on payment of a cost of Tk. 1.00 (Taka One) only per page for Photocopy.

9. A separate catalogue of valuable and rare books, marked "Not for issue", shall be prepared and maintained by the Librarian.
10. The books and journals borrowed by members for use in the reading room shall be returned to the library at the end of the day.
- Provided that a member leaving the reading room temporarily, may keep the book or journal borrowed by him under lock in the desk of the table used by him.
11. (a) Regular members of the Association shall be entitled to have a Borrowing Card, as in Appendix-1, issued in his name under the seal and signature of the Secretary of the Association.
- (b) The Association office shall maintain a Register of Borrowing Cards containing number of the cards, date of the issue and name and address of the members, duly countersigned by the Secretary.
- (c) A photo copy of the Register shall be supplied to the Librarian for his record and cross-checking at the time of lending books from library.
12. While receiving the Borrowing Card from the Secretary of the Association, concerned member shall sign his full name and specimen signature at the prescribed places on the card and the Register of Borrowing Card in the presence of the Secretary.
13. (a) There shall be Borrowing Receipt, as in Appendix-II, for use in the Library, white for borrowing for use in any court room, red for borrowing for use in cubicle/home and yellow for borrowing for use in the Reading Room/Hall Room.

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**Note :** Rule 8 will be rule 8(a) and new Rule 8(b) was inserted vide decision of the Special General Meeting dated 9.12.2003,

(b) No borrowing of book/journal etc. shall be allowed except with a Borrowing Receipt.

(c) The borrowing member shall sign Borrowing Receipt in duplicate, writing details of book and journal etc. required by him therein and place such borrowing requisition, along with his Borrowing Card, to the Librarian.

14. While issuing books/journals requisitioned by any member, the library staff shall take out the books to be issued and note their identity number against the description in the Borrowing Receipts and shall score out and initial in red ink those items, which are not available for issue. The library staff shall then keep one copy of the Borrowing Receipt and the Borrowing Card attached together and send the books/journals to the concerned member, along with the other copy of Borrowing Receipt, through Delivery Peon of the library.

15. In no case clerk or client will be given any book and journal to be delivered to any member.

16 (a) It shall be the duty of a member to ensure return of the books/journals borrowed by him to the Library, with the help of Delivery Peons of the library after the purpose of borrowing is over or at the end of the day.

(b) Books/Journals etc. issued against white and yellow borrowing receipt must be returned to the Library at the end of the day while those issued against red Borrowing Receipt shall be returned before 10 A.M. following day.

(c) If any Books/Journals is required by a learned Judge pending delivery of judgment in a case or otherwise, the member concerned shall produce a receipt, in the form as in Appendix-III, in respect thereof from the Bench Officer of the concerned court and after countersigning such receipt give the same to the Librarian. The member's Borrowing Card can be returned only after the receipt in Appendix- III is received by the Librarian.

(b) No book/journal can be left in court room as "not to be removed" or otherwise.

17. (a) The Librarian shall not issue any book/journal etc. to any member who has not returned to the library all the book/journal borrowed by him on the previous day or has not furnished to the Librarian receipt in Appendix-III showing that the book/journal borrowed by him had been given to any Court.

(b) The Librarian shall, at the end of every day, prepare a list in duplicate of members who have failed to return books/journal borrowed by them, together with the number of books/journals involved and the price thereof and submit a copy of such list to the Secretary for his information and taking necessary action.

(c) The Librarian shall prepare, at the end of every week, a list in duplicate of books/journals etc. not returned by the members to the Library during the week and forward one copy of such list to the Secretary for his information every Saturday.

18. The Librarian shall maintain a Register of book/journals not returned to the library in the form as in Appendix-IV. The items of books/journals received back later shall be scored out in red ink under his dated signature and such register shall be kept upto date.

19. Secretary shall maintain separate file or files for keeping the lists received from the Librarian and record, in note sheet kept in such file, actions taken for recovery of the books/journals not returned to the Library.

20. (a) The Executive Committee may forfeit the Borrowing Card of a member who has failed to return the books/journals borrowed by him to the library and recover the real value of such books/journals from such member.

(b) No forfeited Borrowing Card shall be restored/ re-issued to a member until he has returned the book/journal to the library

or has paid the real value thereof as assessed and charge by the Executive Committee.

21. (a) A member whose Borrowing Card has been lost or destroyed shall notify such loss or destruction to the Secretary and the Librarian at once. Secretary shall put up notice of such loss/destruction in the Notice Board for 7 days. In case the lost card is not traced during the period, the lost Borrowing Card shall be cancelled and the Register of Borrowing Card shall be corrected by scoring out the one lost under dated signature of the Secretary.
- (b) The Librarian shall be informed immediately about cancellation of Borrowing Card.
22. The member concerned may apply to the Secretary for issue of a new Borrowing Card upon payment of a fine of Tk. 100.00.
23. Non-compliance of any decision of the Executive Committee by a member shall render such member liable to disciplinary action under Article 51 of the Constitution of the Association. The Library Sub-Committee shall meet at least once in every Six Weeks to take report from the Librarian as to management of the Library during the period. Decisions taken by the Sub-committee shall be communicated to the Secretary for necessary action at once.
25. (1) Not more than two volumes of any book/journal shall be issued, at a time, to any member for use in one Court room.
- (2) Photo copying of books/journals is strictly prohibited. Any member committing breach of this rule may be fined upto Tk. 500/- (Five Hundred) by the Executive Committee. Any Member found to have removed page of any book/journal may be fined upto Tk. 1000/- (One Thousand) by the Executive Committee apart from taking any other action against such member which the Executive Committee may deem appropriate.

Appendix-1

**BORROWING CARD**

**Bangladesh Supreme Court Bar Association Library**

Card Number : ..... Date of issue .....

Name of Member : .....

Address : .....

: (Full Name) .....

Specimen Signatures

: (Signature) .....

.....  
Signature of Librarian

.....  
Signature of Secretary

Appendix-II

**BORROWING RECEIPT**

**Bangladesh Supreme Court Bar Association Library**

(For Court Room No .....)

In white colour

(For Reading Room / Hall Room)

In yellow colour.

(For Cubicle / Home)

In red colour.

-----  
Signature of Member & Date

Appendix-III

**Bangladesh Supreme Court Bar Association Library**

Bench Officer's Certificate

Court Room No.....

Certified that following books/journals have been retained in  
this Court room from Mr.....

Advocate in connection with item No.....  
of today's list.

Date.....

-----  
Signature

B.O/A.B.O.

Appendix-IV

**Bangladesh Supreme Court Bar**  
**Association Library**

**Register of books/journals not returned  
to Library**

Date	Borrower	Card No.	Details of books/journal

## ELECTION RULES, 2001

WHEREAS it is necessary to make rules for conducting the election of the office bearers of the Supreme Court Bar Association in a more transparent and dignified way as befitting a noble profession like that of the Advocates of the Supreme Court.

NOW THEREFORE the Special General Meeting of the Supreme Court Bar Association in pursuance of the enabling power as provided under Article 15 of the Constitution makes and passes the following rules for effectively carrying out the purpose of the Constitution regarding the election of the members of Executive Committee:

1. (a) These rules shall be called: The Bangladesh Supreme Court Bar Association Election Rules, 2001 and it shall come into force at once. ;

The term Constitution used here means the Constitution of the Supreme Court Bar Association.

- (b) Executive Committee means the Executive Committee of the Supreme Court Bar Association as referred to in the Constitution.
- (c) The Election Sub-Committee referred to here means the Sub-Committee for conducting the election as described in Article 15(6) of the Constitution. In the same way the Election Convenor means the Convenor of the said Sub-Committee.

### **2. Prohibition for the candidates :**

- (i) No entertainment, in the form of food and beverage by a candidate or his or her friend and supporter shall be arranged within the Supreme Court premises including the building of the Supreme Court Bar Association from the day of announcement of the election schedule till the polling is over.

- (ii) No projection meeting shall be held within the premises of the Supreme Court including the Building of the Supreme Court Bar Association by a candidate or anybody on his or her behalf except the one to be held under the auspices of the Executive Committee but conducted by the election Sub-Committee as constituted for the purpose.

- (iii) No activists / office bearers of any political party be allowed in the name of a political party directly or indirectly, to engage in campaigning in favour of or against any candidate within the Supreme Court premises including the building of the Supreme Court Bar Association at any time after one's candidature has been officially announced.

- (iv) Nobody other than the candidate himself or herself shall be allowed to be engaged in campaigning on the polling days within the premises of the Supreme Court including the building of the Supreme Court Bar Association. Other than this, all election campaign must cease on the polling days within the premises or the building as mentioned herein.

- (v) No transport facility shall be provided by a candidate or his or her friend and supporter for bringing the voters to the Supreme Court premises on polling days.

3. No person will be eligible to vote or contest in the election of the Association if his subscription including the Benevolent Fund Subscription and Cubicle Subscription has not been paid by 15th December of the year following which the election is held.

Provided that the Secretary may on the application of an individual Member for reasons to be recorded in writing, extend the time for payment of such subscription for a period upto but not later than 31st December of the same year, if he is satisfied that such member has not been able to pay his subscription within 15th December for a justifiable reason.

**Explanation**

A member who has not paid his subscription, for example, for the year 2003 by 15th December, 2003, or the extended time upto but not later than 31st December 2003, he shall be disqualified to vote or contest in the election to be held in 2004.

4. In the election a voter shall have as many votes as there are offices for election. Two sets of ballot papers, one for the election of President, Vice-President, Secretary, Treasurer and Assistant Secretaries and another for the Members of the Executive Committee shall be available in different colours.
  - (a) The Supreme Court Bar Association shall prepare Voter List with Photo of the enlisted voter and Ballot Paper with Photo of the Candidates in time.
  - (b) If any member of the Supreme Court Bar Association casts a single vote in favour of any candidate for the posts of Vice-President, Assistant Secretary and Member of the Executive Committee in the Election of the Supreme Court Bar Association, his/her vote for the said post shall stand cancelled forthwith i.e. every voter of the Association shall cast 2 votes for the posts of Vice-President, 2 votes for the posts of Assistant Secretary and 7 votes for the posts of Member of the Executive Committee.

No voter shall be allowed to enter into any polling booth with camera, mobile phone or any other electronic device(s) which can be used as a camera.

5. The votes shall be cast by the individual voter in person on the dates fixed for the polls at the polling centre and the time of polling shall be from 10 a.m. to 5 p.m. each day. Before the polling starts the ballot boxes will be examined and sealed by the Election Convenor in the presence of the candidates available.
6. The ballot papers shall be signed before issuing the same to the voters by the Election Convenor at the polling centre. No ballot paper shall be valid unless it is signed by the Secretary

and the Election Convenor together with the seal of the Election Sub-Committee.

7. The Election Sub-Committee shall be responsible for proper enforcement of the election rules. The members of the Executive Committee will assist the Election Sub-Committee in conducting the election in a free and fair manner.
8. No member of the Election Sub-Committee shall be eligible to become a candidate in the election for which he or she is a member of Election Sub-Committee. Three members shall form quorum for any meeting of the Election Sub-Committee.
9. Any candidate found violating the prohibitions as contained Rule 2 shall be disqualified for the election.
10. A petition challenging violation of any of the prohibition shall be made in writing by a candidate with specific particulars to the Convenor of the Election Sub-Committee immediately on alleged occurrence.
11. The Election Sub-Committee shall dispose of any such petition with the utmost dispatch and its finding shall be final. If a candidate is so found to be disqualified then fresh election shall be held for the vacant office within two weeks of the decision of the Election Sub-Committee. Only in an emergency the Election Sub-Committee may extend this time limit by one week at the most.

**PRESIDENT**

Bangladesh Supreme Court  
Bar Association

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**Note :** The Election Rule was framed by the general meeting dated 14.3.2001. Rule 3 was substituted by the Special General Meeting dated 9.12.2003. A New clause has been added after clause 4 to be read as clause 4(a) vide Special General Meeting dated ,09.02.11. Another New Clause has been added after Clause 4(a) and New Clause would be the Clause 4(b) as per Resolution of the Special General Meeting dated 15.01.17.

## AUDITORIUM RULES, 1993

### Use of Hall Rooms and Auditorium Rules, 1993

1. (a) These rules may be called the Bangladesh Supreme Court Bar Association (Use of Hall Rooms and Auditorium) Rules, 1993.  
(b) These Rules shall come into force at once.
2. (a) The Hall Rooms of the Association shall be used for sitting accommodation of the regular members of the Association and for holding meetings and functions of the Association itself.  
(b) The Hall Rooms shall not be used for any purpose other than those mentioned in clause (a).
3. The Auditorium of the Association may be used for holding meetings, seminars, cultural functions etc. from 4-00 pm to 10-00 pm on week days and from 9-30 am to 9-30 pm on holidays.  

Provided that hiring of the Auditorium may be allowed upon application made to the Secretary of the Association and payment of hire charge of Tk. 7,000/- for Members of the Supreme Court Bar Association and Tk. 20,000.00 for outsider.
3. (a) Hall rent @ Tk. 3,000/- only for lawyers from 4.30 PM to 10.00 PM on week days and from 9.00 AM to 9.00 PM on Friday.  
(b) Conference Room for Arbitration @ Tk. 8,000/- per sitting.

Note: Figure 10,000.00 was increased to Tk. 12,000.00 by the Special General Meeting dated 19.4.2003. Then vide Special general meeting dated 04.05.10, Tk. 12,000.00 was substituted by Tk. 13,500.00 for outsider & Tk. 5,000.00 was substituted by Tk. 5,500.0 for Member, then Tk. 18,000.00 for out sider and Tk. 6,000.00 for Member vide special general meeting dated 05.05.13. Then Tk. 20,000.00 for outsider and Tk. 7,000.00 for Member vide Special general Meeting dated 07.05.18.

\* Tk. 3,000.00 for Hall & Tk. 6,000.00 for Conference Room was decided by the Special general Meeting dated 05.05.2013. Then increased Tk. 8,000.00 vide Special General Meeting dated 7.5.18.

4. Hiring of the Auditorium may be allowed only to non-political Organisation/Association.
5. Hire charge for the Auditorium shall be realised in advance along with equal amount of security deposit which may be refunded, if not adjusted against any damage/breakage caused by the hirer, within a week after the date of hiring.
6. Any Association of lawyers applying for holding their meeting/function in the premises of the Association may be permitted to do so in the Auditorium of the Association. Hire charges received on account of hiring of the Auditorium shall be deposited in the account of the Association and applied for the benefit of the Association.

#### Note :

The original figure of Tk. 2,000.00 for half day and Tk. 4,000.00 for full day. The figure of Tk. 2,000.00 was substituted by Tk. 10,000.00 vide decision of the Special General Meeting dated 28.4.1999. Thereafter Tk. 10,000.00 was fixed for outsider and Tk. 5,000.00 for member vide decision of the Special General Meeting dated 30.4.2000. The original figure half day's also omitted.

\* Then Tk. 15,000.00 and Tk. 6,000.00 was substituted by Tk. 10,000.00 & Tk. 5,000.00 vide Special General Meeting dated 20.05.12. Thereafter Tk. 18,000.00 was fixed for outsider and Tk. 6,000.00 for member & Hall Rent Tk. 3,000.000 vide Special General Meeting dated 05.05.13. Then Tk. 20,000.00 for outsider Tk. 7,000.00 for Member by the Special General Meeting dated 07.05.18. Then Tk. 20,000.00 was substituted by Tk. 24,000.00 for Outsider and Tk. 7,000.00 was substituted by Tk. 12,000.00 for member vide Special General Meeting dated 30.04.2019. Then Tk. 24,000.00 was substituted by Tk. 30,000.00 for Outsider and Tk. 12,000.00 was substituted by Tk. 14,000.00 for member vide Special General Meeting dated 12.06.2022. Again Tk. 30,000.00 was substituted by Tk. 40,000.00 for Outsider and Tk. 14,000.00 was substituted by Tk. 15,000.00 for member vide Special General Meeting dated 20.06.2023.

\* Draft rules were prepared by the sub-committee constituted under authority of resolution of the Executive Committee dated the 9th July, 1992 and adopted in the Special General Meeting dated the 11th March, 1993.

## BENEVOLENT FUND RULES, '2008

1. (a) These Rules shall be called "The Bangladesh Supreme Court Bar Association Benevolent Fund Rules, 2008"
- (b) These Rules shall come into force at once.
2. In the Rules, unless there is anything repugnant to the subject or context:
  - i) "Association" means Bangladesh Supreme Court Bar Association (BSCBA)
  - ii) "Fund" means Bangladesh Supreme Court Bar Association, Benevolent Fund and reconstituted under this Rules.
  - iii) "Member" means a member contributing in the Benevolent Fund of the Bangladesh Supreme Court Bar Association.
  - iv) "Family" means and includes:
    - a) Wife or wives or husband as the case may be;
    - b) Sons and daughters, and
    - c) Parents.
  - v) "Rules" means the Benevolent Fund Rules, 2008.
  - vi) "Nominee" means the person or institution nominated by the member in the form prescribed in this Rules.
  - vii) "Retirement" means the members who having completed 35 years continuous practice and having made continuous contribution to the Benevolent Fund for a period not less than 35 years, gives up practicing the profession of law for ever due to physical disability certified by a medical Officer of the Association and surrenders his/her Sanad to the Bangladesh Bar Council.

**Note:** Draft Rules were prepared and submitted by the sub-committee namely-"Benevolent Fund Recommendation Committee" and were finalised by the Executive Committee in its meeting dated 9.6.2008 and adopted by the Special General meeting dated 02.07.2008.

viii) "Constitution" means the Constitution of the Bangladesh Supreme Court Bar Association.

(ix) "Executive Committee" means the Executive Committee of the Bangladesh Supreme Court Bar Association.

3. These Rules shall apply to all the members contributing to the Benevolent Fund of the Bangladesh Supreme Court Bar Association and they shall derive the benefits of the fund on and after their participation in it on payment of contribution to the fund as laid down in these Rules.

Provided, however, that membership to the Benevolent Fund shall not be allowed to the persons, even though he/she is a member of the Association, who has exceeded the age of 35 years on the date of his/her membership in the Association.

### **4. The Fund shall consist of:**

- a) Compulsory yearly subscription received from the members.
- b) The existing corpus of the Benevolent Fund.
- c) Income from investments made out of the Fund including F.D.R.
- d) Donation or grant from any other source or sources.
- e) Donation received from members of the Association.
- f) Income from Wokalatnama.
- g) Total subscription from Cubicle.

**Note:** Article 4(h) to 4(m) has been deleted in the Special general meeting dated 05.05.13

5. (a) A Member of the Benevolent Fund shall pay, an ANNUAL CONTRIBUTION to the Benevolent Fund in the following slabs:

- i) From 1st year to 5th year = Tk. 3,000/- (three thousand);
- ii) Above 5th year to 15th year = Tk. 6,000/- (six thousand);
- iii) Above 16th years = Tk. 8,000/- (eight thousand).

(b) The Association in its Special General Meeting may, however enhance the amount of compulsory annual contribution and benefits of members if it deems necessary.

6. Members contributing to the Benevolent Fund shall pay their yearly contribution payable either at a time or by two equal Instalments within 15th June and 15th December of each year. However, Secretary may extend the time upto 31st December of the same year as per the 3rd proviso of Article-4 of the constitution of the Association.

7. Each Member to the Fund shall contribute till his death or retirement from profession which ever is earlier.

8. All member who have already joined and those who will join later on as contributor to the Fund, shall fill up and sign the form prescribed as appended hereto.

9. Each member shall fill up and sign a prescribed form as appended hereto clearly indicating the change his/her nominees and other particulars subsequently.

10. On the death of a member his/her nominee/ heirs shall be paid benefit out of the Fund as under:-

(a) a sum of Tk. 2,50,000.00 (Taka two lacs Fifty thousand) if he/ she expire within 5 (Five) years of his/ her joining the funds as a contributor.

(b) a member expiring after contribution to the Benevolent Fund for 5 (Five) years will get a sum of Tk. 2,50,000.00 (Taka two lacs Fifty thousand) only and a further sum of Tk. 60,000.00 (sixty thousand) only for each subsequent year of his contribution after 5 years but in no case exceeding Tk. 24,00,000.00 (Twenty Four lacs)

(c) On the death of a member, the Secretary shall arrange to send a sum of Tk. 50,000.00 (Taka Fifty thousand) from the Benevolent Found to the family of the deceased if necessary, to meet the funeral expenses or to meet the grave necessity, prior to final assessment of the dues of the deceased in the Benevolent Found and the said amount will be adjusted at the time of making final payment of the Benevolent Fund of the deceased.

11. (i) If any member of the Association is compelled to give up practice due to physical disability or illness certified by the Medical Officer of the Association and is thus constrained to surrenders his/her Sanad to Bangladesh Bar Council after 35 years of his contribution to the Benevolent Fund he/she will get the full benefit of Benevolent Fund subject to satisfaction of the Executive. Committee of the Association

(ii) It any member retires voluntarily and surrender his Sanad after continuous contribution he/she will be get the benefit from the Benovolent Found as under :

(a) Retirement after payment of contribution above 30 years 70% of the Benefit payable.

(b) Retirement after payment of contribution for 40 years Full Benefit.

- c) If any member surrender his/her Sanad before 10 (ten) years of membership he/she will get refund of the amount contributed by him/her to the Benevolent Fund and after contribution of 10 (ten) years will get double the amount of his/ her contribution upto 20 (twenty) years.
- d) Any member elevated as Judge before completion of 20 (Twenty) years he/she will get the benefit of Benevolent Fund double the amount of his/her actual contribution to the Benevolent Fund.
- e) Retirement before 30 (Thirty) years of contribution will get double of his actual contribution to the Benevolent Fund plus (+) Tk. 5,000.00 (five thousand) for each year after 20 years of his/her membership.
12. The Executive Committee may open saving or fixed deposit or any other accounts in any Bank or Post Office under Bonus Scheme or any other scheme of the Government or Financial Institutions or Bank.
13. The account of the Benevolent Fund shall be maintained separately.
14. The Benevolent Fund shall be audited by the qualified auditor appointed by the Association and the report of auditor shall be placed before the General House for consideration in the Annual General Meeting.

President  
Supreme Court Bar  
Association

Secretary  
Supreme Court Bar  
Association

## Benevolent Fund Loan Rules, '2011

Member of the Supreme Court Bar Association who has been practicing in the Supreme Court Bar Association will be eligible to submit his/her prayer for getting Medical Loan Facility from Benevolent Fund by the Executive Committee of the Supreme Court Bar Association.

Loan ceiling will be 95% of the self deposit made by the member against his/her Benevolent Fund.

Member of the Supreme Court Bar Association who has been seriously Suffering from illness like Heart Attack, Stroke, Cancer or some other serious diseases will be considered to get Medical Loan Facility from Benevolent Fund by the Executive Committee of the Supreme Court Bar Association.

Whether the Applicant is entitled to get Loan or not, will be decided by the Sub-Committee of the Executive Committee of the Supreme Court Bar Association after proper scrutiny of the Medical Documents and checking out the patient at the concern Hospital, the Sub-Committee will recommend about the Loan to the Secretary of Supreme Court Bar Association.

The Authorized person on behalf of the Member of the application may approach the Association for the said Loan with all relevant papers.

The applicant who will receive the Medical Loan facility from the Benevolent Fund, he/she will not be considered to retire from the Member of the Supreme Court Bar Association and on default/cease of Membership due Loan to be recovered/adjusted from the money deposited by Member to the Benevolent Fund.

The Loan money will/have to be refunded by the applicant within 36 (thirty six) equal monthly instalment after 2 (two) months from the disbursement of the Loan.

In Case of default of repayment 15% interest will be recovered to adjust the Loan money.

**Note:** The Benevolent Fund Loan Rules framed by the General Meeting Dated 06.06.2011.

## এ্যাম্বুলেন্স ব্যবহার বিধি, ২০১২

১. বাংলাদেশ সুপ্রীম কোর্ট বার এসোসিয়েশন এর এ্যাম্বুলেন্স পরিচালনার জন্য একজন ড্রাইভার থাকিবে। তবে উক্ত ড্রাইভার সকাল ৮-৩০ ঘটিকা থেকে ১২-০০ ঘটিকা পর্যন্ত লাইব্রেরীতে দায়িত্ব পালন করবে। অতঃপর পুনরায় ২ ঘটিকা থেকে ৬ ঘটিকা পর্যন্ত লাইব্রেরী/ অফিসে যেখানে প্রয়োজন সেখানে দায়িত্ব পালন করবে এই মর্মে নিয়োগ দেয়া হয়। ড্রাইভার সপ্তাহে শুক্রবার ব্যতীত অন্যান্য দিন সকাল ৮-৩০ ঘটিকা থেকে সন্ধ্যা ৬-০০ ঘটিকা পর্যন্ত কর্মরত থাকিবে।
২. উক্ত এ্যাম্বুলেন্স শুধুমাত্র কোর্ট/অফিস চলাকালীন সময়ে বাংলাদেশ সুপ্রীম কোর্ট (আপীল বিভাগ ও হাইকোর্ট বিভাগ) এর মাননীয় বিচারপতি মহোদয়গণ, বাংলাদেশ সুপ্রীম কোর্ট বার এসোসিয়েশন এর সম্মানিত সদস্যবৃন্দ, রেজিষ্টার্ড ক্লার্কগণ এবং অত্র এসোসিয়েশনের কর্মকর্তা-কর্মচারীবৃন্দ অসুস্থ্য হইলে ব্যবহার করিতে পারিবেন। কোন অবস্থাতেই উপরোল্লিখিত ব্যক্তিবর্গ ব্যতীত তাঁদের আত্মীয়-স্বজন বা অন্য কেউ উক্ত এ্যাম্বুলেন্স ব্যবহার করিতে পারিবেন না।
৩. উপরোল্লিখিত ব্যক্তিবর্গের মধ্যে কেউ সুপ্রীম কোর্ট প্রাঙ্গণের বাহিরে বা অন্য কোথাও অসুস্থ্য হইলে উক্ত এ্যাম্বুলেন্স ব্যবহার করা যাইবে না।
৪. কোন অবস্থাতেই উক্ত এ্যাম্বুলেন্স ঢাকা সিটি করপোরেশন এলাকার বাহিরে নেওয়া যাইবে না।
৫. এ্যাম্বুলেন্স ব্যবহারের ক্ষেত্রে ন্যূন্যপক্ষে সুপ্রীম কোর্ট বার এসোসিয়েশনের কার্যকরী কমিটির একজন সদস্যকে অবহিত করিতে হইবে। উক্তরূপ অবহিত করণ ব্যতিরেকে নিয়োজিত ড্রাইভার কোন অবস্থাতেই এ্যাম্বুলেন্স ব্যবহার করিতে পারিবে না।
৬. এসোসিয়েশনের নির্বাচিত ২ জন সহ-সম্পাদক এ্যাম্বুলেন্স এর রক্ষণা-বেক্ষণ ও অন্যান্য সার্বিক বিষয়ে তদারকি করিবেন।
৭. এ্যাম্বুলেন্স সুপ্রীম কোর্ট বার এসোসিয়েশন এর বাহিরে গেলেই রেজিষ্টার খাতায় রোগীর নাম, সময়, গন্তব্য ইত্যাদি লিপিবদ্ধ করিতে হইবে।

নোট : এ্যাম্বুলেন্স ব্যবহার বিধি ০৮-০১-২০১২ ইং তারিখের বিশেষ সাধারণ সভায় প্রণয়ন করা হয়।