

FOCUS

Law and Our Rights

The Postal Rule in an Internet Era

by Abul Hasnat Monjurul Kabir

SECTION 2 (h) of the Contract Act, 1872 which prevails in Bangladesh defines the term 'Contract' as 'An agreement enforceable by law is a contract'. Thus for the formation of a contract, there must be (i) an agreement, and (ii) the agreement should be enforceable by law. 'Agreement' is defined as 'every promise and every set of promises forming the consideration for each other'. [Section 2 (e) of the Contract Act]. And a promise is defined as an accepted proposal. Section 2 (b) says: 'A proposal, when accepted, becomes a promise'. This is another way of saying that an agreement is an accepted proposal. The process of definition comes down to this: A contract is an agreement; an agreement is a promise; and a promise is an accepted proposal. Thus every agreement, in its ultimate analysis, is the result of a proposal from one side and its acceptance by the other.

An agreement is regarded as a contract when it is enforceable by law. In other words an agreement that the law will enforce is a contract. The condition of enforceability are stated in Section-10. According to the section, an agreement is a contract when it is made for some consideration, between parties who are competent, with their free consent and for a lawful object. Thus every contract is an agreement, but every agreement is not a contract.

A proposal and its acceptance is the universally acknowledged process for the making of an agreement. So, the proposal is the starting point, and acceptance is the assent given to a proposal into promise. According to section 2 (b), the assent should be significant. It may be signified or accepting intends to communicate his assent or which has the effect of communicating it. A very common instance of an act amounting to acceptance is the fall of the hammer in the case of an auction sale. The principle is that there should be some external manifestation (overt act) of acceptance. A mere mental determination to accept unaccompanied by any external indication will not be sufficient. In *Baghwanthi Vs Girihari Lal* (1968) 1 SCR 658; AIR 1966 SC 543, Shah J. (Afterwards C.J.) comments:

"An agreement does not result from a mere state of mind; intended acceptance of an offer does not give rise to a contract. There must be... some external manifestation of that intent by speech, writing or other act."

But acceptance has to be made in the manner prescribed or indicated by the offeror an acceptance given in any other manner may not be effective, particularly where the offer or clearly insists that the acceptance shall be made in the prescribed manner. Where no mode of acceptance is prescribed, acceptance must be expressed in some usual and reasonable manner.

But when the parties are at a distance and are contracting through post or by messenger, the question arises when is the contract concluded? Does the contract arise when the acceptance is posted or when it is received? The question first arose in England in *Adams Vs Lindsell* (1818) 106 ER 250 in the Court of King's Bench.

The Postal Rule
The fact of the case (*Adams Vs Lindsell*) was as follows: On September 2, 1817, the defendants sent a letter offering to sell quantity of wool to the plaintiffs. The letter added "receiving your answer in course of post." The letter reached the plaintiffs on September 5th. On the evening the plaintiffs wrote an answer agreeing to accept the wool. This was received by the defendants on September 9th. The defendants waited for the acceptance up to September 8th and not having received it, sold the wool to other parties on that date. They were sued for breach of contract. It was contended on their behalf that till the plaintiffs' answer was actually received, there could be no binding contract and therefore, they were free to sell the wool on 8th. But the court said:

"If that were so, no contract could ever be completed by post. For if the defendants were not bound by their offer when accepted by the plaintiffs, ought not to be bound till after they had received the notification that the defendants had received their answer and assented to it. And so it might go

on *ad infinitum* (endlessly)". The result of the decision is that a complete contract arises on the date when the letter of acceptance is posted in due course. This rule was affirmed by the Court of Appeal in *Household Fire & Accident Ins Co. Vs Grant* (1880) 5 CPD 344 at p 348. It was declared: "It may be taken as now settled that, where an offer is made and accepted by letters sent through the post, the contract is complete when the offer is posted, even if it never reaches its destination."

The Bangladesh Contract Act in Section 4 adopts a rather peculiar modification of the rule. According to the section, when a letter of acceptance is posted and is out of the power of the acceptor, the proposer becomes bound. But the acceptor will be bound only, when the letter is received by the proposer.

The purpose of this article is to look at the limitations of the postal rule and then to discuss some problems which arise with more modern means of communication, specially in the era of Information Technology (IT).

The Limitations of the Postal Rule
The following limitations of the postal rule are clearly established by the cases:

(i) The rule only applies to acceptances. It does not apply to offers, revocation of offers, counter offers, or recalls of acceptances (*Byrne-V Van Tienhoven* [1880] 5 VPD 344).

(ii) The rule only applies where it must have been within the contemplation of the parties that the post might be used (*Henthorn V Fraser* [1892] 2 Ch 27). In other words, was it reasonable to use the post?

(iii) The rule will not apply where actual notice of the acceptance is specifically asked for by the offeror (*Holwell Securities Vs Hughes* [1974] 1 All ER 161).

(iv) The rule will not apply where the form of the offer expressly or impliedly makes clear that the post is not an exceptional means of communication (*Quenerduaine V Cole*

[1883] 32 WR 185. Offer by telegram held to imply requirement to accept by equally speedy means).

Applications of the Postal Rule

The result of the exceptions mentioned earlier that the postal rule only applies in a limited range of cases. It is important, therefore, not to over-emphasize its significance. There are, however, two other situations where it may apply:

(i) Tele messages: There is clear authority that subject to the limitations outlined above, the postal rule does apply to telegrams (*Burner V Moore* [1904] 1 Ch 305) — i.e. an acceptance takes effect when the form containing the telegram message is handed in for transmission. The telegram has been replaced within the UK by the tele messages. This involves dictating a message over the phone, rather than filling in a form. In other respects, however, it has all the characteristics of a telegram. The delivery of the message is not instantaneous and is under the control of a third party (e.g. British Telecom, TST).

There seems no reason why the postal rule should not also apply to tele messages. There is, however, no authority on this, so the point is open to agreement.

(ii) Courier Services: There has been a recent growth in the operation and use of courier services, offering delivery of documents and packages in competition to the post office. It seems likely that this competition will grow. The courier service has all the same essential characteristics as the post. Subject to the limitation that it must be within the reasonable contemplation of the parties that such a service will be used, there seems no reason why an acceptance should not become effective on delivery to the courier service. Again, however, there is no authority on the issue.

If the postal rule does not apply, does the acceptance take effect on delivery, opening, or being read? This is another issue on which there is no clear authority. Since the normal rule, to which the postal rule is an exception, requires actual communication, it might be assumed that the letter must be read. Some cases concerned with other forms of communication suggest otherwise.

Offer and Acceptance and Electronic Communication
The tremendous growth in different means of communication, through telex to fax to E-Mail, [E-Mail is a system through which messages composed on personal computers, or at terminals attached to any multi-user host machine, are sent electronically onwards to their destinations through wide area networks. It is not necessary for the sender and recipient to be located on the same machine or even the same network. Instead, each individual mail message is carried electronically through various media and networks, stage by stage, and is eventually delivered directly to the recipient or recipient's private mail box on a personal computer or at a terminal attached to a multi-user host machine.] has given rise to new questions as to when exactly offer and acceptance should be taken to have effect. As will be seen, the authorities do not provide clear answers to many of the issues. In the absence of clear authority, the issues must be determined by applying basic principles.

What should these be?

There are a number of possibilities:

(a) Achieving fairness between the parties;
(b) Promoting certainty;
(c) Fulfilling the reasonable expectations or intention of the parties;

(d) Promoting the efficient carrying on of a business.

A rule of communication which requires that the message must be actually read by the person to whom it is addressed is presumably based on the expectations of the parties. The postal rule on the other hand is based on business efficiency, and possibly, certainty.

1. Offer: The position here is relatively easy. The normal rule for offers is that they must be actually communicated to be effective. There is no reason why this should not apply to all the means of communication outlined earlier. This rule may be justified as probably fulfilling all the basic principles outlined earlier.

2. Acceptance: The starting point for discussion of this must be the case of *Entores Vs Miles Far East Corporation* [1955] 2 QB 327. The case was concerned with the issue of where a telexed acceptance takes effect. Lord Denning's careful analysis is an excellent example to how the courts develop legal principles. Arguing on the basis that telex is an instantaneous means of communication (unlike the post or telegram) he builds up from the most basic form of communication (the face to face conversation) to the technological sophistication of the telex.

The analogy leads to the conclusion that telexed acceptances taken-effect where they are received. From this general rule is drawn that in relation to any type of instantaneous communication, acceptance is effective on receipt. This rule has been accepted in later cases and there seems no reason why it should not equally apply to faxes (Prof Treitel raises some doubts — See his *Law Of Contracts*, 8th Ed. p25 and E-Mail (at least where the two operators are responding immediately to one another). This rule does not provide us with the full answer, however, since, it does not tell us whether it is enough for the message to arrive at the receiver

ing machine, or whether it has to be read. A number of possibilities exist.

(a) Simple receipt by the machine whenever this occurs;

(b) Receipt at a time when it may reasonably be expected that the machine will be attended (e.g. during office hours);

(c) Being read by anyone at the receiving end;

(d) Being read by the person to whom the acceptance is addressed.

The normal rules of communications would lead one to expect (d) to be the answer. In *the Brimnes* [1975] QB 929, however, (which was not concerned with acceptance, but with notice of withdrawal from an existing contract) the Court of Appeal agreed with the trial judge that telexed notice took effect when it was not read until later. In other words, option (b) earlier. And in *Brinkon Ltd. Vs Stanhoy Stahl*, Lord Wilberforce thought that there could be no universal rule in this area. Court should take notice of the intentions of the parties, sound business person who needs to know where they stand having acted, or being about to act in a particular way. The Brimnes approach suggests an answer designed to allow the offeree to assume that a contract is in existence even before the offeree is aware of it. The justification for such an approach would be the same as the main justification for the postal rule, i.e. business efficiency. But a true commitment to this would surely lead to the adoption of option (a). The offeror should be able to act on the contract as soon as he has sent the acceptance and has had no indication that it has not been received. The office hour should be irrelevant. If that approach is not to be taken, then there seems no good reason to depart from the rule which applies to face to face communications, i.e. option (d). The cases as mentioned above, however, suggest that the courts are more likely to end with a compromise solution, as in option (b), or possibly (c). This will probably be a result of placing fairness between the parties (which will almost certainly result in compromise) above the other principles outlined above.

3. Communications other than offers and acceptances:
Unlike the position under the postal rule, which as we have seen only applies to acceptances, the arguments outlined earlier as to when an electronically sent acceptance takes effect, can apply equally to other communication such as revocation or rejection of an offer. As regards a counter offer, in its status as an offer it probably needs to be communicated for the reasons given above, but there is no reason why its effect as a rejection of the previous offer (*Hyde Vs Wrench* [1840] 3 Bear 334) should not operate early.

From Telephone to E-Mail
The above discussion has not dealt with one of the most commonly used methods of doing business — the telephone. Here it is clear, that as in face-to-face conversation any statement can only take effect when it is heard by the recipient (See Lord Denning, in *Entores*). But what of the message left on a telephone, answering machine? Here the person leaving the message knows that it has almost certainly not been heard at the time it was left. Nor does he have any basis for assuming that it will be listened to at any particular point in the future.

The same argument could be applied to an E-Mail message, where it is sent to a mail box file on the recipient's computer and the sender knows that the recipient will check his mail from time to time in a day. Thus here may well be a delay before it is read. On the other hand an argument from 'business efficiency' might lead to an *Adams Vs Lindsell* approach as regards acceptances and should be allowed to go ahead with his

business on the basis of enthusiasm in recent years for extending the postal rule to other areas, but the possibility is clearly there.

As has been seen although the rules relating to the post are clearly defined, there is little authority governing other types of communication such as telex, fax, E-Mail etc. It is for this reason this area is still subject to gradual development

and so is very interesting. Really today is an era of internet — symbol of superb technological development. The changing world or in a more appropriate term, the global village, requires both students and practitioners to try to assess how the courts might develop pragmatic rules from basic principles. And, no doubt that is at the heart of what legal reasoning should be about.

Dhaka Day by Day

Exalting Eroticism

by Fayza Haq



My major theme is eroticism, says Shusmita Ferdousi who recently had her solo exhibition at Gallerie Tone. "In this exhibition I've also done portraits of people who have touched my life. I have done children as there are a lot of things one can learn from children. As they discover things around them they see things from a new perspective."

Shusmita adds, "A lot of people don't want to confront eroticism — it is hush-hush. I think it's quite vital. In most of my works I've tried to depict the menacing power of female sexuality. I'm into myths. I got inspired by Judith, Jezebel and Salome. Dali also plays an important part for me. Judith, for instance, seduced Holofernes, invited him to dinner, made love, decapitated him, and thus became heroine of her time by liberating her people."

"I don't see it as pornography or vulgar. I see it as a work of art. People might oppose it, specially in our country. My pictures are not to tell a story. They are to make people think. Women are not to be taken for granted; they are not helpless. I hear there are villages in Bangladesh where girls are married at 12 and the husbands injure them if they are annoyed. Sometimes men take several wives. I want my pictures to have revolutionary meanings. I want some respect for women."

"I'm not a feminist, I am not against men. I only urge men to treat women well or they may revolt and this will be fatal for men. I am not trying to just use female figures. Eroticism is something beautiful and sacred. We are here because of that. I've presented my female characters as powerful and certainly not as naive or gullible."

Why is Shusmita going to the University of Auckland? "I could not have studied in Bangladesh," I was advised that I would feel frustrated with my peers, and there is a limitation to the learning techniques here. I plan to come back and do my masters here. There is the fear that I may get too Westernised but my culture is deeply embedded in me. I think my work will

be better when I come back and I hope innovative works will be accepted here." Talking about her art brush technique, Shusmita says: "I got into it '93. I got an air brush from an uncle. I could do much better if I had a mentor. All I have is air brush manuals. It takes a lot of work. The art took me a month working more than an hour every day. The Web took the same time and I worked longer hours."

The nineteen-year old artist gives her reason for taking to painting "I thought I could express my passions, emotions and griefs in painting rather than anything else."

She adds: "I don't like people watching me while I am painting. I like working in bright light — the more the better. Then I listen to piano pieces by Suzanne Cianne and Yannl. I also like listening to classical music by Bach, Beethoven and Mozart, while working I wear shorts and T-shirts."

She continues that "The artists who have inspired me are Edward Gegas, Gustav Klimt, Francisco Goya and Caravaggio."

"Ecstasy" expresses sexual pleasure. A lot of figures are shown going spiralling around a virgin. The semi-nudes are ecstatic — you can make it out by the smiles on their faces and their happy gestures. The climax of their pleasure is expressed by the vortex of the heads of women.

"Centraurs" is inspired by Amazonians. Women's bodies are combined with horse legs to depict power in women.

"Web" is about Sipder Woman, who looks attractive despite her threatening looks. The web at the back is to denote how men can be caught in women's charm.

"Kundalini" refers to a special position of a snake when it is about to strike its victim. The female water serpents have female heads. Potential danger is portrayed by a piece that is inspired by Keats's "Lamia".

Shusmita has done her "A" level in art and design. She was taught by Saidul Haque Juise and Fareha Zeba. Her work shows enormous maturity despite her youth.

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Power is being supplied to some districts of Barisal division from national grid, but Khulna division is still facing power shortages as towers at Bheramara are yet to be repaired.

Lawscape

Six Bawm Tribals Abducted for Ransom

by Jenny Kam

ON 21 April 1997, ten Bawm tribals of the Chittagong Hill Tracts (CHT) of Bangladesh were abducted by a group of armed men in the Banderban Hill District, one of the three districts of the CHT. Four of the ten captured were released on the following day to collect the requested money of Taka 700,000 (the Bangladeshi currency amounting to US \$17,500) for the release of the other six by 25 April. Army Major BM Tawfik of the region, who was said to have visited the spot, found no clear evidence about the identity of the captors who speak Burmese, but suspected that they are members of the split group of the Mayanmar's terrorists revolutionary army.

THE INCIDENT

According to eye witnesses, a group of eight armed men entered the village called Lunglei Para at around 8 pm, and then to another village Umphum Para at around mid-night on 21 April, 1997. They first collected money and goods from the villagers including guns, valuables and other necessary articles from the tribal houses. Then leaving the villages, they took away ten tribal people — six from the village Lunglei Para and four from Umphum Para. Two from each of the villages were released the following day to collect money (Taka 300,000 or US \$7,500 and Taka 400,000 or US \$ 10,000 respectively) for the ransom for the others within four days i.e. 25 April. The six Bawm tribals who remain kidnapped are (i) Lain Sang (M, 19); (ii) Lal Thlang Lian (M, 20); (iii) Vanram Thir (M, 16); (iv) Mun Thung (M, 15) from the Lunglei Para village, and (v) Lal than Sang (M, 30) (vi) Lalthun Ngak (M, 26) from Umphum Para village. When the armed men were abducting and looting the villages, many people including women and children left their homes and went to hide in the jungle.

When some village leaders went to the 4th Field Artillery Mohendra Para army camp which is about 100 yards from the village at about 12:30 am to inform the army about the abduction and looting, the Camp Commander Li Zia told the informants to surround the village for the rest of the night in order to keep the armed men in the village themselves. He said that nothing could be done then while peace talk on the CHT issue is

going on between the government and the Jana Sanghati Samity and Shanti Bahini. (the Jana Sanghati Samity or JSS is the political party of the indigenous Jumma people of the CHT and Shanti Bahini or SB is the armed wing of this party). According to sources, there is evidence that the armed men (who are of Burmese origin) were kept in the CHT are under the protection of the army during the previous governments' administration and provided with money, food, arms and all other necessities, allegedly for propagating against the Shanti Bahini (SB) who was to blame for whatever incidents occurred in Banderban. This is because the features of Burmese people are similar to those of the tribal people in the CHT and as such could be mistaken for tribals. These Burmese reside in the CHT area and in many parts of the country as well. But under the present government who came to power in June 1996, they are no longer supported that way and would need the money and materials for survival. There have already been four incidents of abductions of tribal and Bengalis in Banderban since July 1996. Of the tribals abducted, the Bawm tribals have been particularly targeted.

The army and police were approached repeatedly by relatives of the abducted tribal and village leaders. Except visiting the place by helicopter, nothing was done to help the tribal victims. A young student of class nine, Lailan Bawm (tribal, M, 15) was abducted on 4 August 1996. Then two Bengalis were abducted on 3 October 1996 and were kept in the same room with Lailan. Lailan's father, after approaching the army in vain, paid Taka 50,000 (or US \$ 1,250) for his son's release on 5 December. The army officers were more concerned about the Bengalis being abducted and on 17 December 1996 rescued the two Bengalis abducted on 3 October together with six other Bengalis abducted on 29 November. All who were rescued by the army were Bengalis and they did not have to pay to the abductors. The situation in Banderban is tense and the people are living in fear and terror. The relatives of the victims are very poor tribal people and cannot afford the money the terrorists demand. On the other hand, the law enforcing agencies are not active in rescuing or searching for the abducted tribal "because of the peace talks process".

Police constable arrested

By Staff Correspondent

A police constable was arrested for allegedly demanding Tk 20,000 from a man near the Rajarbagh Police Lines in the city Friday night.

Motijheel police, quoting the FIR filed against him, said, constable Jahangir intercepted one Md Bashir when he was passing the area in a rickshaw at about 10 pm.

The constable demanded money from Bashir and threatened to take him to thana unless he gave the money.

At that time, some pedestrians and local people rushed to the spot, caught the plain-clothes constable and took him to Motijheel thana where he was immediately put under arrest while Bashir, a small trader from Abu Bazar under Kotwali thana, filed a case.

Police said last night the case was lodged under Sections 341, 323 and 385 of the penal code. The constable was produced before the Chief Metropolitan Magistrate's court yesterday morning.

Mosharaf visits cyclone-hit areas

State Minister for Land and Rural Development Mosharaf Hossain yesterday toured the cyclone-hit Uttar Mitthachari and Razarkul union of Ramu thana and Chouhal Dan-dee, Pichkhali and Ghomakhali union of Cox's Bazar sadar thana, reports BSS.



Chief Justice A T M Afzal administering the oath of office to newly-appointed member of the Public Service Commission (PSC) Prof Dr Khandaker Bazul Haque at the Supreme Court building yesterday. — PID photo

70 pc water supply ensured in Ctg

About 70 per cent of water supply has been ensured in Chittagong after immediate repair of transformer and electric tower which were damaged in Monday's cyclone, reports UNB. An official handout said Chittagong WASA is supplying about 20 million gallon surface water in full swing.

Moreover, 20 deep tubewells out of 33 have been put in operation, supplying about 5 million gallons of water. Water supply would be normal in the city soon, the handout said.

Seminar on 'forex trading' begins

A two-day seminar on 'Foreign Exchange Trading' began at a city hotel yesterday with a view to contributing towards the development of Bangladesh interbank foreign exchange market, reports UNB.

S Sridhar, vice president of Citibank, and M Taheruddin, executive committee member of BAFEDA, inaugurated the seminar, organised by the Citibank in collaboration with Bangladesh Foreign Exchange Dealers' Association.

AL city unit begins relief operation today

Bangladesh Awami League, Dhaka metropolitan unit, will start its relief operation from today, reports BSS.

Amir Hossain Anu, member of the Awami League presidium and convenor of the party's central relief committee, will inaugurate the operation at the party central office at 23 Bangabandhu Avenue at 5 pm.

President of the Dhaka Metropolitan Awami League and Dhaka City Mayor Mohammad Hanif, member secretary of the central relief committee Mukul Bosh, general secretary of the Dhaka Metropolitan Awami League Mofazzal Hossain Chowdhury Maya MP, will be present on the occasion.

TK 14 lakh for repair of mosques in cyclone-hit areas

The Ministry of Religious Affairs has allocated Taka 14 lakh for the immediate repair and development of the mosques and kumi madrasahs damaged in Monday's cyclone, an official handout said, reports BSS.

The handout also urged all concerned to fill up the printed forms of the Hindu Religious Welfare Trust and Buddhist Religious Welfare Trust for the repair of damaged mandirs, mols and pagodas.

May 9 incident at DU Probe body seeks information from eyewitnesses

An inquiry committee, constituted to investigate the violence on the Dhaka University campus on May 9, has sought written information of the incident from eyewitnesses, reports UNB.

During the first year admission test of 'Kha' unit at the university on May 9, Jatiya Party-backed Jatiya Chhatra Samaj reportedly made an armed attack on a procession of pro-BNP Jatiyatabadi Chhatra Dal (JCD).

Eyewitnesses have been requested to send written information by June 7 to the chairman of the inquiry committee at the Treasurer's Office Dhaka University, Dhaka-1000.

The committee will maintain complete secrecy in this regard, said a DU press release yesterday.

IDB-BISEW building to be inaugurated today

The newly constructed 20-storied building of Islamic Development Bank of Bangladesh (IDB-BISEW) project, built at a cost of about Tk 56 crore, will be inaugurated today at Sher-e-Bangla Nagar in the city, reports BSS.

S-dists facing serious power disruption

KHULNA, May 24: Power disruption in southern districts has made urban life miserable and seriously affected operation of mills and factories for the last few days, reports UNB.

Local people said they are getting electricity supply for only six hours a day. The subscribers in the ten districts of Khulna division have been experiencing load-shedding and frequent power failure.

As a result heavy, medium and small-scale industries, particularly the fish-processing plants in the 10 districts are badly affected.

Emergency treatment and operation at hospitals and water supply are also being hampered.

Khulna power supply sources said the situation would continue for another 3 to 4 days.

Power supply to Khulna and Barisal divisions as well as some parts of greater Faridpur district was disrupted as four inter-connector towers of national grid near Bheramara power station collapsed when a cyclone hit the area on May 20.

Power is being supplied to some districts of Barisal division from national grid, but Khulna division is still facing power shortages as towers at Bheramara are yet to be repaired.

'Unity must for implementing Ganges Water Sharing Treaty'

Speakers at a discussion in the city yesterday gave opposing views on the Ganges Water Sharing Treaty signed in 1966, but agreed that all should unite to implement the agreement, reports UNB.

Foreign Minister Abdus Samad stressed the need for uniting the nation and said government and opposition should sit together to discuss all national issues.

The discussion marked the publication ceremony of a book titled "Ganges Water Sharing Treaty and International Perspective," edited by Monwarul Islam, a journalist of Bangladesh Potrika.

Speaking as the chief guest, the Foreign Minister said the government is sincerely trying to discuss national issues with the opposition but "They are not responding to our proposal."

He, however, expressed the optimism that the opposition would come to the discussion table for reaching a consensus on important issues in the greater interest of the country.

"... For our survival, there should be national consensus on important issues. Let us not divide, let us unite," he said.

Azad said the world is changing and Nawaz Sharif and I K Gujral set up hotline for their benefit, but "We are still clinging to anti-Indian and communal politics."

"We will have to resolve our problems bilaterally," he added. He said the Farakka issue has always been politicised, but

there are 53 other common rivers with India and of the available water, the share of the Ganges is only 15 per cent.

About sub-regional grouping, Azad said it would help Bangladesh achieve economic development.

BNP leader and former energy minister Dr Khandaker Mosharraf Hossain said the 1966 Ganga Water Sharing Treaty was a "bluff" and criticised the government for not discussing the issue with the opposition before signing the 30-year accord.

"If you had discussed the issue with the opposition, you could have taken concession from India by referring to the