



IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE SATHISH NINAN

&

THE HONOURABLE MR.JUSTICE P. KRISHNA KUMAR

FRIDAY, THE 13<sup>TH</sup> DAY OF JUNE 2025 / 23RD JYAISHTA, 1947

RFA NO. 401 OF 2015

AGAINST THE JUDGMENT DATED 31.01.2025 IN OS NO.483 OF 2012 OF

I ADDITIONAL SUB COURT, KOZHIKODE

-----

APPELLANT/4<sup>th</sup> PLAINTIFF:

R.RAMESH,  
AGED 59 YEARS,  
S/O.K.BALARAMAN, RESIDING AT A7, PEEKAY APARTMENTS,  
TALI, CHALAPURAM PO. CALICUT, 673 002.

BY ADVS.  
SHRI.BIJU ABRAHAM  
SRI.B.G.BHASKAR

RESPONDENTS/DEFENDANT & PLAINTIFFS 1 TO 3:

- \*1 VIJAYA BANK,  
ITS HEAD OFFICE AT BUILDING NO.41/2, M.G.ROAD,  
BANGLORE- 560 001, (AND A BRANCH AT CHALAPURAM,  
CALICUT, REPRESENTED BY ITS GENERAL MANAGER, HAVING HIS  
OFFICE AT THE SAME ADDRESS, ADDRESS FOR SERVICE ON THE  
PARTIES IS THE SAME).
- 2 V.K.MOHAMMAD RASHEED, AGED 62 YEARS, SO.V.K.MOHAMMED,  
RESIDING AT "WHITE HOUSE", PANICKER ROAD, NADAKKAVU,  
CALICUT 673 011.



RFA NO. 401 OF 2015

-2-

- 3        V.K.MOHAMMED ASHARAF,  
          AGED 55 YEARS,  
          S/O.V.K.MOHAMMED, VEEKAY HOUSE, NEAR KADAVU RESPORT,  
          AZHINJILAM PO, MALAPPURAM.
- 4        V.K.ZAKEER HUSSAIN, SO.V.K.MOHAMMED,  
          AGED 49 YEARS,  
          23/1942, V.K.MANZION, THIRUVANNUR ROAD, KALLAI POST,  
          CALICUT 673 003.

\*[THE NAME OF THE 1ST RESPONDENT IS CORRECTED AS "BANK OF BARODA"  
INSTEAD OF "VIJAYA BANK" VIDE ORDER DATED 17.03.2025 IN IA  
NO.1/2025 IN RFA NO.401/2015]

BY ADV SMT.LATHA ANAND,SC, VIJAYA BANK

THIS REGULAR FIRST APPEAL HAVING COME UP FOR HEARING ON  
13.06.2025, ALONG WITH RFA.399/2015, 402/2015 AND CONNECTED CASES,  
THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:



IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE SATHISH NINAN

&

THE HONOURABLE MR. JUSTICE P. KRISHNA KUMAR

FRIDAY, THE 13<sup>TH</sup> DAY OF JUNE 2025 / 23RD JYAISHTA, 1947

RFA NO. 399 OF 2015

AGAINST THE JUDGMENT DATED 31.01.2015 IN OS NO.480 OF 2012 OF

I ADDITIONAL SUB COURT, KOZHIKODE

-----

APPELLANTS/PLAINTIFFS 1 TO 3:

- 1 M/S. MINAR TEXTILE INDUSTRIES LTD.,  
REGISTERED COMPANY, ITS REG.OFFICE AT BUILDING  
NO.19/2026, 4TH FLOOR, INDUS AVENUE, KALLAI ROAD,  
KOZHIKODE, RPE.BY ITS AUTHORIZED SIGNATORY K.M.KUNHI,  
AGED 72 YEARS,S/O.ABDULLA.
- 2 M/S. VEEKAY TEA CO (P) LTD.,  
ITS REG.OFFICE AT BUILDING NO.19/2026, 4TH FLOOR, INDUS  
AVENUE, KALLI ROAD, KOZHIKODE REP. BY ITS AUTHORISED  
SIGNATORY V.K.MOHAMMED RASHEED.
- 3 M/S. TRIO PROPERTY DEVELOPERS (P) LTD.,  
REG. COMPANY WITH ITS OFFICE AT BUILDING NO.19/2026,4TH  
FLOOR, INDUS AVENUE, KALLAI ROAD, KOZHIKODE, REP.BY ITS  
AUTHORISED SIGNATORY V.K.MOHAMMED ASHARAF.

BY ADVS.  
SHRI.BIJU ABRAHAM  
SRI.B.G.BHASKAR



RFA NO. 399 OF 2015

-2-

RESPONDENT/DEFENDANT 4TH PLAINTIFF:

- \*1 VIJAYA BANK,  
ITS HEAD OFFICE AT BUILDING NO.41/2,  
M.G.ROAD,BANGALORE-560 001 (AND A BRANCH AT CHALAPURAM,  
CALICUT, REPRESENTED BY ITS GENERAL MANAGER, HAVING HIS  
OFFICE AT THE SAME ADDRESS, ADDRESS FOR SERVICE ON THE  
PARTIES IS THE SAME.)
- 2 V.K. MOHAMMED RASHEED,  
AGED 62 YEARS, S/O.V.K.MOHAMED RESIDING AT "WHITE  
HOUSE",PANICKER ROAD, NADAKKAVU, CALICUT -670 011.

\*[THE NAME OF THE 1ST RESPONDENT IS CORRECTED AS "BANK OF BARODA"  
INSTEAD OF "VIJAYA BANK" VIDE ORDER DATED 17.03.2025 IN IA  
NO.1/2025 IN RFA NO.399/2015]

BY ADV SMT.LATHA ANAND,SC, VIJAYA BANK

THIS REGULAR FIRST APPEAL HAVING COME UP FOR HEARING ON  
13.06.2025, ALONG WITH RFA.401/2015 AND CONNECTED CASES, THE COURT  
ON THE SAME DAY DELIVERED THE FOLLOWING:



IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE SATHISH NINAN

&

THE HONOURABLE MR. JUSTICE P. KRISHNA KUMAR

FRIDAY, THE 13<sup>TH</sup> DAY OF JUNE 2025 / 23RD JYAISHTA, 1947

RFA NO. 402 OF 2015

AGAINST THE JUDGMENT DATED 31.01.2015 IN OS NO.479 OF 2012 OF I

ADDITIONAL SUB COURT, KOZHIKODE

-----

APPELLANTS/PLAINTIFFS:

- 1 M/S. VEEKAY TEA CO. (P) LTD.,  
ITS REG. OFFICE AT BUILDING NO.19/2026 4TH FLOOR,  
INDUS AVENUE, KALLI ROAD, KOZHIKODE REP. BY ITS  
AUTHORIZED SIGNATORY MS.SABIRA RASHEED, AGED 55 YEARS,  
D/O.MOHAMED KUTTY.
- 2 MS. TRIO PROPERTY DEVELOPERS (P) LTD  
REG. COMPANY WITH ITS OFFICE AT BUILDING NO.19/2026,  
4TH FLOOR, INDUS AVENUE, KALLAI ROAD, KOZHIKODE,  
REP. BY ITS AUTHORIZED SIGNATORY, V.K.MOHAMMED ASHARAF,  
AGED 55 YEARS, S/O.MOHAMED KUTTY.

BY ADVS.  
SHRI.BIJU ABRAHAM  
SRI.B.G.BHASKAR

RESPONDENT/DEFENDANT:

- \* VIJAYA BANK,  
ITS HEAD OFFICE AT BUILDING NO.41/2, M.G.ROAD,  
BANGLORE-560 001, (AND A BRANCH AT CHALAPURAM, CALICUT,  
REPRESENTED BY ITS GENERAL MANAGER, HAVING HIS OFFICE  
AT THE SAME ADDRESS, ADDRESS FOR SERVICE ON THE PARTIES  
IS THE SAME)



RFA NO. 402 OF 2015

-2-

\*[THE NAME OF THE 1ST RESPONDENT IS CORRECTED AS "BANK OF BARODA" INSTEAD OF "VIJAYA BANK" VIDE ORDER DATED 17.03.2025 IN IA NO.1/2025 IN RFA NO.399/2015]

BY ADV SMT.LATHA ANAND,SC, VIJAYA BANK

THIS REGULAR FIRST APPEAL HAVING COME UP FOR HEARING ON 13.06.2025, ALONG WITH RFA.401/2015 AND CONNECTED CASES, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:



IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE SATHISH NINAN

&

THE HONOURABLE MR.JUSTICE P. KRISHNA KUMAR

FRIDAY, THE 13<sup>TH</sup> DAY OF JUNE 2025 / 23RD JYAISHTA, 1947

RFA NO. 404 OF 2015

AGAINST THE JUDGMENT DATED 31.01.2015 IN OS NO.482 OF 2012 OF

I ADDITIONAL SUB COURT, KOZHIKODE

-----

APPELLANTS/PLAINTIFFS 1 TO 3:

- 1 M/S. ARJ RUBBER PLANTATIONS,  
REG. COMPANY WITH ITS OFFICE AT BUILDING NO.19/2026,  
4TH FLOOR, INDUS AVENUE, KALLAI ROAD, KOZHIKODE REP.  
BYITS AUTHORIZED SIGNATORY MS.SABIRA RASHEED,  
D/O.MOHAMED KUTTY.
- 2 M/S.VEEKAY TEA CO. (P) LTD. ITS REG. OFFICE AT  
BUILDING NO.19/2026, 4TH FLOOR, INDUS AVENUE, KALLI  
ROAD, KOZHIKODE REP. BYITS AUTHORIZED SIGNATORY  
MS.SABIRA RASHEED, AGED 55 YEARS, D/O.MOHAMED KUTTY.
- 3 M/S. TRIO PROPERTY DEVELOPERS (P) LTD.,  
REG. COMPANY WITH ITS OFFICE AT BUILDING NO.19/2026,  
4TH FLOOR, INDUS AVENUE, KALLAI ROAD, KOZHIKODE, REP.  
BYITS AUTHORIZED SIGNATORY, MS.MOHAMMED ASHARAF, AGED  
55 YEARS, S/O.V.K.MOHAMED.

BY ADVS.  
SHRI.BIJU ABRAHAM  
SRI.B.G.BHASKAR



RFA NO. 404 OF 2015

-2-

RESPONDENTS/DEFENDANT & 4TH PLAINTIFF:

- \*1 VIJAYA BANK  
ITS HEAD OFFICE AT BUILDING NO.41/2, M.G.ROAD,  
BANGLORE- 560 001, (AND A BRANCH AT CHALAPURAM,  
CALICUT, REPRESENTED BY ITS GENERAL MANAGER, HAVING HIS  
OFFICE AT THE SAME ADDRESS, ADDRESS FOR SERVICE ON THE  
PARTIES IS THE SAME)
- 2 V.K.MOHAMMED RASHEED, AGED 62 YEARS, S/O.V.K.MOHAMMED,  
RESIDING AT "WHITE HOUSE", PANICKER ROAD, NADAKKAVU,  
CALICUT 673 011.

\*[THE NAME OF THE 1ST RESPONDENT IS CORRECTED AS "BANK OF BARODA"  
INSTEAD OF "VIJAYA BANK" VIDE ORDER DATED 17.03.2025 IN IA  
NO.1/2025 IN RFA NO.404/2015]

BY ADV SMT.LATHA ANAND,SC, VIJAYA BANK

THIS REGULAR FIRST APPEAL HAVING COME UP FOR HEARING ON  
13.06.2025, ALONG WITH RFA.401/2015 AND CONNECTED CASES, THE COURT  
ON THE SAME DAY DELIVERED THE FOLLOWING:





IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE SATHISH NINAN

&

THE HONOURABLE MR. JUSTICE P. KRISHNA KUMAR

FRIDAY, THE 13<sup>TH</sup> DAY OF JUNE 2025 / 23RD JYAISHTA, 1947

RFA NO. 406 OF 2015

AGAINST THE JUDGMENT DATED 31.01.2015 IN OS NO.481 OF 2012 OF

I ADDITIONAL SUB COURT, KOZHIKODE

-----

APPELLANTS/PLAINTIFFS:

- 1 M/S. ZAKEER INVESTMENT (P) LTD.,  
REGISTERED COMPANY, ITS REG. OFFICE AT BUILDING  
NO.19/2026, 4TH FLOOR, INDUS AVENUE, KALLAI  
ROAD, KOZHIKODE, REPRESENTED BY ITS AUTHORISED SIGNATORY,  
V.K. ZAKEER HUSSAIN, AGED 49 YEARS, S/O. V.K. MOHAMED.
- 2 MS TRIO PROPERTY DEVELOPERS (P) LTD.  
REG. COMPANY WITH ITS OFFICE AT BUILDING NO.19/2026, 4TH  
FLOOR, INDUS AVENUE KALLAI ROAD, KOZHIKODE, REPRESENTED BY  
ITS AUTHORIZED SIGNATORY V.K. MOHAMMED ASHARAF,  
AGED 55 YEARS, S/O. V.K. MOHAMED.

BY ADVS.  
SHRI. BIJU ABRAHAM  
SRI. B.G. BHASKAR

RESPONDENT/DEFENDANT:

- \* VIJAYA BANK  
ITS HEAD OFFICE AT BUILDING NO.41/2, M.G. ROAD,  
BANGALORE-560 001. (AND A BRANCH AT CHALAPURAM, CALICUT  
REPRESENTED BY ITS GENERAL MANAGER, HAVING HIS OFFICE AT  
THE SAME ADDRESS, ADDRESS FOR SERVICE ON THE PARTIES IS  
THE SAME).



RFA NO. 406 OF 2015

-2-

\*[THE NAME OF THE 1ST RESPONDENT IS CORRECTED AS "BANK OF BARODA" INSTEAD OF "VIJAYA BANK" VIDE ORDER DATED 17.03.2025 IN IA NO.1/2025 IN RFA NO.404/2015]

BY ADV SMT.LATHA ANAND,SC, VIJAYA BANK

THIS REGULAR FIRST APPEAL HAVING COME UP FOR HEARING ON 13.06.2025, ALONG WITH RFA.401/2015 AND CONNECTED CASES, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:



**SATHISH NINAN &  
P. KRISHNA KUMAR, JJ.**

= = = = =  
**R.F.A. Nos.401, 399, 402, 404 & 406 of 2015**

= = = = =  
**Dated this the 13<sup>th</sup> day of June, 2025**

### **J U D G M E N T**

**Sathish Ninan, J.**

The suits for money were dismissed by the trial court. The plaintiffs are sister concerns. The defendant in all the suits is a nationalised Bank. The respective plaintiffs are in appeal.

2. Since the facts and evidence are identical and the law involved is the same, they are being considered together and are being disposed of under this common judgment.

3. For resolution of the issue involved, much details on the facts are unnecessary. The claims in these suits are for damages resulted to the plaintiffs consequent on the alleged negligent encashment of the plaintiffs' cheques by the defendant Bank. The plaintiffs had various accounts with the defendant Bank,

RFA Nos.401, 399, 402, 404 &  
406 of 2015



2025:KER:41684

-: 2 :-

including, current account, cash credit account, and savings account. The allegation is that the cheques of the plaintiffs containing the forged signatures of the authorised signatory, were negligently encashed by the Bank. Though a total number of 47 cheques were so encashed, payments of only 32 cheques have gone to third parties, resulting in loss to the plaintiffs. The suits are for realisation of the value of the cheques, the proceeds of which went to third parties.

4. The defendant denied the allegation of negligence. It was contended that the cheques were encashed only after following all the procedural formalities. It was claimed that the suit is time-barred. It was further contended that the suit is bad for non-joinder of necessary parties, on the failure to implead the employees of the plaintiffs, who committed the alleged fraud.



-: 3 :-

5. The trial court negatived the plea of limitation and non-joinder of parties. However, it was held that there is lack of pleadings with regard to the fraud, and also that the plaintiffs failed to prove the allegations levelled. Accordingly, the suit was dismissed.

6. We have heard Sri.B.G.Bhaskar, the learned counsel for the appellants-plaintiffs and Smt.Latha Anand, the learned Standing Counsel assisted by Adv. Vishnu S. for the respondent-Bank.

7. The points that arise for determination are: -

*(i) On whom lies the burden of proof regarding the alleged forgery and the negligent encashment of cheques?*

*(ii) Has the burden of proof been discharged by the party upon whom it rests?*

*(iii) Is the finding of the trial court that the plaintiffs have failed to prove their cases, sustainable on the materials on record?*

8. At the very outset we are to notice that the suit is founded upon the alleged negligence of the Bank

RFA Nos.401, 399, 402, 404 &  
406 of 2015



2025:KER:41684

-: 4 :-

in having encashed the cheques of the plaintiffs which contained forged signature of their authorised signatories. The suit is not one alleging fraud against the defendant. We have mentioned this before proceeding to consider the pleadings and evidence since, a reading of the judgment of the trial court indicates that the Court has proceeded as if the allegation against the defendant is or includes, fraud.

9. The complaints in the respective suits are almost identical. The averment is that, the cheques which did not contain the “true signature” of the authorised signatory were negligently encashed by the Bank, and the amounts were paid out to third parties, resulting in loss to the plaintiffs. The allegation is that the signatures were forged, and due to the negligence of the defendant, they failed to notice the same. This resulted in encashment of the cheques and loss to the plaintiffs.

RFA Nos.401, 399, 402, 404 &  
406 of 2015



2025:KER:41684

-: 5 :-

When the plaintiffs allege that the signatures in the cheque were forged, the initial burden necessarily rests upon them to prove the same.

10. In the written statement, the allegation of negligence was denied. It was also pleaded that all the procedures and formalities for passing of a cheque were complied with. However, conspicuously, there is no denial of the plaint allegation that the cheques did not contain the true signatures of their signatories. There is only a vague and general statement that all the prescribed procedures and formalities were complied with before the passing of the cheques by the Bank.

11. PW1 is the 4<sup>th</sup> plaintiff in one of the suits and is the auditor of the other plaintiffs. In his proof affidavit he had categorically sworn to that the signatures on the cheques were forged and that the defendant was negligent in verifying the same. However,



-: 6 :-

in his cross-examination not even a suggestion is put to him that the signatures in the cheques in question were not forged or were not at variance with the signatures of the respective authorised signatories, much less, a denial.

12. Thus, we find that the plaintiffs' case that the signatures in the cheques were not those of their authorised signatories and were forged, remains unchallenged.

13. Exts.A1 and A2 are copies of the reports submitted by the Vigilance Officer of the Bank, on investigation into the incidents. Exts.A1 and A2 were obtained by the plaintiffs under the Right to Information Act. In the written statement, the contention is that the report was submitted by the Vigilance Officer without following the procedures prescribed, and hence it cannot be relied upon. The





-: 7 :-

correctness of the contents of the report etc., are also denied. The relevant pleading reads thus: -

*“..... The document produced along with the plaint is incorrect, inadmissible and cannot be marked in evidence. The vigilance officer has submitted the report without following the procedures prescribed under law and therefore cannot be relied on in deciding the case. The contents in the said report so far as it is against the defendant if any is strongly denied.”*

Admittedly, Exts.A1 and A2 are copies of the investigation reports by the Vigilance officer of the defendant. The genuineness of Exts.A1 and A2 is not disputed. The originals of Exts.A1 and A2 are with the defendant. Exts.A1 and A2 reports were produced by the plaintiffs along with the respective plaints and form part of the pleadings.

14. Exts.A1 and A2 reports are to the effect that the signatures on the relevant cheques, purported to be that of the authorised signatory, vary with the specimen signatures available in the Bank, and that in certain cases, even the specimen signatures were not available



-: 8 :-

in the Bank. The contention of the defendant is that the officer who prepared the reports did not follow the procedures prescribed, and therefore, they cannot be relied upon. What are the procedures that were not adhered to by the concerned officer, rendering the documents unreliable or unacceptable, have not been pleaded or proved.

15. The learned counsel for the Bank would argue that it was incumbent upon the plaintiffs to have examined the maker of Exts.A1 and A2. We are unable to agree with the learned counsel. When the Bank claimed that what is stated in their reports, which are before the Court, are not correct and cannot be relied upon, it was for them to prove the contention. The Bank ought to have established that the findings and conclusions arrived at in Exts.A1 and A2 reports are not correct. The burden was necessarily upon the Bank. No attempt was



-: 9 :-

made to discharge the same.

16. We have already noticed supra that the plaintiffs' case that the signatures in the cheques were not those of their authorised signatories remained unchallenged. Exts.A1 and A2 reports, coupled with the evidence of PW1, and the finding as above, would prima facie prove that the Bank had encashed cheques containing forged signatures of the authorised signatories of the plaintiffs. The materials available with the Bank viz. the cheques in question, the specimen signatures etc. are not produced before the court. Non-production of the same may not be of much significance since the Bank itself does not have a contention that the signatures were not forged. Again, as noticed, Exts.A1 and A2 speak otherwise. On the above discussions, we have no hesitation in finding that the Bank was negligent in having encashed the plaintiffs'



-: 10 :-

cheques with the forged signatures of its authorised signatories.

17. The Bank has a contention that the forgery was committed by one of the employees of the plaintiffs, and the Bank could not be made liable for the same. Such contention cannot stand in the teeth of the law laid by the Apex Court on the liability of a Banker on encashment of a forged cheque. The law has been elucidated by the Apex Court in *Canara Bank v. Canara Sales Corporation and Ors. [1987 (2) SCC 666]*. The Apex Court held thus: -

*“When a cheque duly signed by a customer is presented before a bank with whom he has an account there is a mandate on the bank to pay the amount covered by the cheque. However, if the signature on the cheque is not genuine, there is no mandate on the bank to pay. The bank, when it makes payment on such a cheque, cannot resist the claim of the customer with the defence of negligence on his part such as leaving the cheque book carelessly so that third parties would easily get hold of it. This is because a document in cheque form, on which the customer's name as drawer is forged, is a mere nullity. The bank can succeed only when it establishes adoption or estoppel.”*



-: 11 :-

In *Canara Bank case* (supra), the Apex Court had referred to its earlier judgment in *Bihta Co-operative Development Cane marketing Union Ltd. & Ors. v. The Bank of Bihar & Ors. (AIR 1967 SC 389)* wherein, the negligence of the customer was set up as a defence by the Banker. Therein it was held,

*“If the signatures on the cheque or at least one of the signatures are or is not genuine, there is no mandate on the bank to pay and the question of any negligence on the part of the customer, such as leaving the cheque book carelessly so that a third party could easily get hold of it would afford no defence to the bank”.*

In *Canara Bank case* (supra) the Apex Court held: -

*“..... For negligence to constitute an estoppel it is necessary to imply the existence of some duty which the party against whom estoppel is alleged owes to the other party. There is a duty of sorts on the part of the customer to inform the bank of the irregularities when he comes to know of it. But by mere negligence one cannot presume that there has been a breach of duty by the customer to the bank. The customer should not by his conduct facilitate payment of money on forged cheques. In the absence of such circumstances, mere negligence will not prevent a customer from successfully suing the bank for recovery of the amount.”*



-: 12 :-

Further: -

*“..... Whenever a cheque purporting to be by a customer is presented before a bank it carries a mandate to the bank to pay. If a cheque is forged there is no such mandate. The bank can escape liability only if it can establish knowledge to the customer of the forgery in the cheques.....”*

18. The incidents in relation to the cheques in question occurred within a period of three months. As soon as it was detected by the plaintiffs, steps were taken. It could not be established, nor was it attempted to prove, that the plaintiffs had knowledge of the forgery prior to its encashment. Hence it can only be concluded that the Bank is liable for having effected payment of the forged cheques.

19. The learned counsel for the Bank would next draw our attention to paragraph 6 of the plaint in O.S.481/2012 and contend that, as stated therein, part of the amounts withdrawn under the forged cheques were

RFA Nos.401, 399, 402, 404 &  
406 of 2015



2025:KER:41684

-: 13 :-

paid into the account of the first plaintiff Company therein. How much was the amount that was so brought back into the account has not been mentioned, and the suit is instituted for the amounts covered under all the cheques. There could not be such a blanket claim, it is argued.

20. The contention has no force. The plaint specifically states that the suit has been filed only in respect of the amounts that were “paid out”, causing loss to the plaintiffs. Though altogether 47 cheques with forged signatures were encashed, payments of only 32 cheques have gone out to third parties. There is no claim for the amounts brought into the account of the plaintiffs. The claim is only for the amounts lost. Thus, the said argument also fails.



-: 14 :-

21. As was noticed earlier, the trial court has gone on an entirely different tangent, both on the plea of the plaintiffs and also on the burden of proof. On the foregoing discussions, we find that the trial court judgment is liable to be interfered with. The plaintiffs are entitled for a decree, as sought.

22. With regard to the rate of interest, the plaintiffs have claimed 9% interest till the date of suit and at the same rate till realisation. Considering the rate of interest prevalent in banking transactions, we are of the opinion that the rate of interest from the date of suit could be fixed at 6%.

Resultantly, the appeals are allowed. The decree and judgment of the trial court are set aside. The suits will stand decreed allowing the plaintiffs to realise the amounts claimed in the complaints, with interest at the



RFA Nos.401, 399, 402, 404 &  
406 of 2015



2025:KER:41684

-: 15 :-

rate of 6% per annum from the date of suit till  
recovery. The plaintiffs-appellants shall be entitled  
for costs throughout.

Sd/-  
**SATHISH NINAN**  
**JUDGE**

Sd/-  
**P. KRISHNA KUMAR**  
**JUDGE**

kns/-

//True Copy//

P.S. To Judge