

**IN THE CONSUMER DISPUTES REDRESSAL COMMISSION,
THRISSUR**

Present : Sri. C.T. Sabu, President
Smt. Sreeja. S., Member
Sri. Ram Mohan R., Member

27th day of October 2025
CC 104/18 filed on 03/03/18

Complainant : Joyson K.P., S/o Poulouse K.K., Kuttikkatt House,
P.O. Thalakkottukara (Via), Kechery,
Thrissur – 680 501.
(By Adv. K.R. Valsan, Thrissur)

Opposite Parties : 1) Branch Manager, Bank of India, Ayyanthole Branch,
Thrissur, P.O. Ayyanthole, Pin – 680 003.
2) General Manager, Bank of India, Zonal Office,
Kerala Zone, Kaloor Tower, Kaloor,
Kadavanthra Road, Kaloor, Cochin – 682 017.
(OP 1 & 2 By Adv. K.N. Santhosh, Thrissur)

FINAL ORDER

By Sri. Ram Mohan R, Member :

1) Complaint in brief, as averred :

The complaint is filed under Section 12(1) of the Consumer Protection Act, 1986. The complainant claims to have a SB account with the Bank of India branch at Ayyanthole, Thrissur of which the 1st opposite party is the Branch Manager, the Account No. being 855610110004179. The 2nd opposite party is the General Manager of the Zonal Office of the bank situated at Kaloor, Kochi. The complainant claims to have issued a cheque dtd. 08/11/2011 worth Rs.1,00,000/- (Rupees One lakh only) of the said account to M/s BRD Finance Ltd. The said cheque was allegedly returned by the opposite parties for the reason of mismatch of the drawer's signature and the complainant was consequently charged with a cheque return charge of Rs.295/- (Rupees Two hundred and ninety five only), that was debited from his account, as well.

Consequent to the complainant's having caused a lawyer notice, the 1st opposite party replied that the cheques for collection were scrutinised at their Chennai office and that the 1st opposite party had no control over that office. The complainant claims that his signature was genuine and that what he did was only to have written his name beneath his signature on the cheque. Hence the complainant alleges fault on the part of the opposite parties and prays for an order directing the opposite parties to refund to him the cheque return charges of Rs.295/-, apart from other reliefs of compensation and costs.

2) NOTICE :

The Commission having issued notice the opposite parties filed their written version.

3) Version of the opposite parties :

The opposite parties denied any fault on their part. The cheques for collection are scrutinised by their Chennai office, over which the opposite parties have no control. The opposite parties allege that the complainant's signature on the impugned cheque varies from his specimen signature given at the bank. It is also their stance that the cheque return charge of Rs.295/- was levied on the complainant as per the existing norms of the bank.

4) Evidence :

The complainant produced documental evidence that had been marked Exts. P1 to P6, apart from affidavit and notes of argument. The opposite parties produced documental evidence that had been marked Ext. R1 to R3, apart from version, affidavit and notes of argument.

5) Deliberation of facts and evidence of the case :

The Commission has very carefully examined the facts and evidence of the case. Ext. P1 is Cheque No. 022652 dtd.08/11/2017 of Account No.855610110004179 with 1st opposite party bank branch, issued by the complainant. Ext. P2 is a slip dated 13/11/2017 of the South Indian Bank Ltd., Ollur Branch, pertaining to return of cheque No.022652. Ext. P3 is copy of lawyer notice. Ext. P4 comprises Postal Receipts (2 Nos.). Ext. P5 series (2 Nos.) comprises Postal Acknowledgment cards. Ext. P6 is reply notice.

Ext. R1 is computer print-out of complainant's specimen signature. Ext. R2 is a photo copy of the cheque No.022652. Ext. R3 is copy of an extract of the complainant's account opening application form.

6) Points of deliberation :

- i) Whether there is any deficiency in service on the part of the opposite parties ? Also whether the complainant is entitled to receive refund of the cheque return charge of Rs.295/- levied on him ?
- ii) Whether the complainant is entitled to receive any compensation from the opposite parties ? If so, its quantum ?
- (iii) Costs ?

7) Point No.(i)

The long and short complaint is that the opposite parties unfoundedly dishonoured the impugned cheque for the mere reason that the complainant simply wrote his name thereon beneath his signature. This contention, no doubt, sounds attractive on the first blush, but does not survive a close scrutiny. When the customer's signature is genuine and there is no ambiguity, the bank is bound to honour the cheque. At the same time, when there is an element of ambiguity

in respect of the signature on a cheque there is no mandate on the bank to pay the same. The bank, when makes payment on such a cheque, cannot resist the claim, if any, made by the customer, as there is obvious negligence on the part of the bank in properly verifying the cheque. The dictum laid down by the *Hon'ble Apex court by its judgment in Canara Bank Vs Canara Sales Corporation* and others, further underscores this stance of ours. It is, therefore, essential that the bank has to exercise care and caution while comparing signatures. If the signature on the cheque does not match with that given by the drawer as his specimen signature, the bank shall refuse payment, otherwise, the bank may be held liable for paying on a forged or unauthorised cheque. In the case at hand, none of the documents produced by either parties were disputed by the other. The complainant's specimen signatures in Ext. R3 application form do not bear his name beneath, whereas that in the impugned Ext. P1 cheque has his name written beneath. This discrepancy axiomatically creates ambiguity in respect of the signature. Interestingly, the drawer's name had already been seen printed on Ext. P1 cheque, which renders the complainant's writing the same again thereon superfluous. Under these circumstances, we cannot find fault with the opposite parties' having dishonoured the impugned cheque for the reason of "drawer's signature not as per mandate".

At the same time, the opposite parties are also under the allegation that they have imposed the complainant with the penalty of Rs.295/- on this account. The opposite parties admit the same, but aver that it is lawful as per the existing mandate. Though the opposite parties baldly plead that this act of theirs was lawful, they have not adduced any piece of evidence at all to substantiate this claim of theirs and consequently their averment in this regard remains unproved. In the case at hand, the complainant's act of having inadvertently written his name beneath his signature on the impugned Ext. P1 cheque, is not accompanied by mens rea. An act does not constitute a crime, unless it is

accompanied by an intent. It is common law that one shall not be penalised for what is not a crime. Imposing charges on a consumer indiscriminately without explicit mandate, is certainly a fault on the part of the opposite parties which at the same time constitutes deficiency in service on their part. The opposite parties shall necessarily have to refund to the complainant the sum of Rs.295/- (Rupees Two hundred and ninety five only) that they have unlawfully levied on him.

Point (i) is thus proved partly in favour of the complainant.

8) Point No.(ii) :

As is evident from the elaboration made under the foregoing point, the opposite parties' act of having unfoundedly imposed a cheque return charge of Rs.295/- on the complainant, constitutes deficiency in service on their part. Indiscriminate imposition of charges on the consumers without explicit mandate, will certainly jeopardise the very dignity of theirs, irrespective of the size of the charge, so imposed. The opposite parties shall necessarily have to compensate the complainant. We are of the considered view that the complainant is entitled to receive a sum of Rs.5,000/- (Rupees Five thousand only) towards compensation for the agony and hardship inflicted on him.

Point No.(ii) is therefore found in the affirmative.

9) Point No. (iii) :

As elaborated supra, the opposite parties had not produced any piece of evidence at all to prove that their imposition of Rs.295/- on the complainant was lawful. It is evident that the complainant is constrained to pursue litigation for three fourth of a decade to establish his right to get the refund of a comparatively meagre sum of Rs.295/- that was unfoundedly levied on him by

the opposite parties. Therefore, the complainant is certainly entitled to receive a sum of Rs.5,000/- (Rupees Five thousand only) towards cost of litigation.

In the result, the complaint is partly allowed and the opposite parties are directed to jointly and severally pay the complainant :

- a) a sum of Rs.295/- (Rupees Two hundred and ninety five only) towards refund of the charge that was unfoundedly imposed on him and
- b) a sum of Rs.5,000/- (Rupees Five thousand only) towards compensation, and
- c) a sum of Rs.5,000/- (Rupees Five thousand only) towards costs,

all with 4.5% interest p.a. from the date of filing of the complaint till the date of realisation. The opposite parties shall comply with the above direction within 30 days of receipt of copy of this order.

Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the open Commission this the 27th day of October 2025.

Sd/-
Sreeja S.
Member

Sd/-
Ram Mohan R
Member

Sd/-
C. T. Sabu
President

Appendix

Complainant's Exhibits :

Ext. P1 Cheque No. 022652 dtd.08/11/2017 of Account No.855610110004179 with 1st opposite party bank branch, issued by the complainant.

Ext. P2 slip dated 13/11/2017 of the South Indian Bank Ltd., Ollur Branch, pertaining to return of cheque No.022652.

Ext. P3 copy of lawyer notice.

Ext. P4 comprises Postal Receipts (2 Nos.).

Ext. P5 series (2 Nos.) comprises Postal Acknowledgment cards. Ext. P6 is reply notice.

Opposite Parties' Exhibits :

Ext. R1 computer print-out of complainant's specimen signature.

Ext. R2 photo copy of the cheque No.022652.

Ext. R3 copy of an extract of the complainant's account opening application form.

Id/-
Ram Mohan R
Member

//True copy//

Assistant Registrar