

THE HIGH COURT OF SINDH, CIRCUIT COURT, MIRPURKHAS

Civil Revision No. S-96 of 2026

Applicant : Rashid Mehmood through Mr. Muhammad Babar Sidhu, Advocate.

Respondent : Dilawar Khan through Mr. Mir Mal Oad, Advocate.

Date of Hearing : 07.09.2026

Date of Judgment : 17.09.2026

ORDER

Muhammad Humayon Khan, J.: The Applicant is stated to have issued a Cheque No. D-20168264 dated 05.08.2025 drawn on Meezan Bank Limited, Sanghar Branch, to the Respondent. (The parties are in dispute as to the specific amount mentioned on the cheque, being Rs. 50,000/- or Rs. 5,000,000/-. They are also in dispute as to why the cheque was issued, being either as credit for loan or as guarantee. For the present purposes none of those facts matter.) The cheque was drawn on a photo account and was returned by the bank of presentment on account of the absence of the photo account holder, i.e. the Applicant (and this is admitted by both the parties). On these facts, the Respondent instituted Summary Suit No. 11 of 2026 under Order XXXVII of the Code of Civil Procedure, 1908 (hereinafter the “CPC”) before the District Court, Sanghar, and which came before the learned Additional District Judge-II, Sanghar for disposal. The Applicant was granted conditional leave to defend on 06.03.2026. He thereafter filed an application under r. 11 of O. VII of the CPC which was dismissed on 16.07.2026 by an order which has been impugned in this civil revision under s. 115 of the CPC.

2. The matter came up before me on 13.08.2026 when I had required Mr. Muhammad Babar Sidhu for the Applicant to satisfy the Court on the maintainability of this revision. He did so on 21.08.2026 and on which date notices were issued to the Respondent on the following point for determination:

Whether a photo-account cheque returned on account of the absence of the photo-account holder can be treated as “dishonoured” and whether the same constitutes cause of action for the institution of a summary suit under Order XXXVII of the CPC?

The case was then taken up on 07.09.2026 when I heard both Mr. Muhammad Babar Sidhu for the Applicant and Mr. Mir Mal Oad for the Respondent and, by means of my short-order of even date, reserved the matter.

3. Mr. Muhammad Babar Sidhu contended, inter alia, that the impugned Order is illegal and erroneous in its application of the law. While referring to a judgment of the Lahore High Court in *Salamat Ali v Sabohi Naz* R.F.A. No. 27359 of 2024 (now reported as PLD 2026 Lahore 601) (hereinafter “*Salamat Ali*”), a judgment of this Court by my learned brother, Muhammad Hassan (Akbar) J, in *Ghulam Muhammad and others v Jan Ali Khan* First Appeal No. S-01 of 2023 (unreported) (hereinafter “*Ghulam Muhammad*”) and Circular No. 10 dated 29.03.2003 issued by the State Bank of Pakistan, he contended that a cheque that is issued on a photo-account cannot be encashed until authenticated by the photo-account holder, and so the Cheque issued by the Applicant in the present matter could not have been held to have been presented validly. He then referred to *Malik Muhammad Ashraf v Muhammad Asif and 3 others* 2025 CLC 1913 (Lahore) and argued that the Cheque was even otherwise a guarantee-cheque which was misused by the Respondent and so the summary suit was not maintainable on the basis thereof. He also argued that the cheque had been tampered with and there are overwriting and corrections on the cheque which invalidate it. In any case, he contended that the summary suit was not maintainable and that the Respondent did not have a mature cause of action to institute the summary suit. He therefore prayed for allowing this revision application and rejecting the plaint of the summary suit under r. 11 of O. VII of the CPC.

4. On the other hand, Mr. Mir Mal Oad for the Respondent strongly opposed the revision and contended that the impugned Order is according to the law. He contended that the application under r. 11 of O. VII of the CPC had been rightly dismissed by the learned Additional District Judge as the same raised factual questions which could not be resolved at the threshold. He contended that, on the basis of the cheque, there is a prima facie case in favour of the Respondent and the remaining allegations have to be resolved through evidence after trial and not before. He then reiterated the various settled principles relating to the exercise of jurisdiction under r. 11 of O. VII of the CPC and contended that the application has not made out the ingredients therefor. His argument was that the Court has to presume the contents of the plaint as true and correct and, according to him, if this is done, the Respondent has a good prima facie case on which the trial could proceed. He prayed for dismissing this revision application.

5. I begin with the two subsidiary grounds advanced by the learned Counsel, the first being that the cheque was issued against a guarantee and the second that it bears overwriting and has been tampered with. Both these grounds, in my view, are not fit for adjudication under r. 11 of O. VII of the CPC for at least two reasons. The first reason is that under r. 11 of O. VII of the CPC the Court has to presume

all contents of the plaint as well as any admitted documents as true and correct (or, even on the conservative view taken in some authorities, to give primacy to the contents of the plaint to the exclusion of any defensive material). Consequently, the Court will essentially have to accept, for now, the version advanced by the Respondent and therefore to assume that the cheque was not against a guarantee but perhaps against a liability and that it was a genuine instrument without tampering. The second reason is that the jurisdiction under r. 11 of O. VII of the CPC cannot be exercised to decide pure questions of fact or mixed questions of law and fact. Both the grounds currently under discussion turn on factual aspects of the matter and therefore they cannot be decided at this stage. To this extent, the reasons that found favour with the learned Court below are correct and for the same reasons I would hold that, at this stage, these two grounds raised by the Applicant are misconceived.

6. I now turn to the point for determination framed by this Court. The dispute in particular relates to a cheque, which is an instrument among many others covered by the Negotiable Instruments Act, 1881 (hereinafter referred to as the “1881 Act”) and defined in s. 6 thereof. Now, it is quite well known that the payment to be made by cheque is materialised when it is honoured by the drawee (bank). However, in the honouring or dishonouring of a cheque, there is an important antecedent, indeed indispensable, step to which an entire chapter (Chapter V) has been dedicated in the 1881 Act: presentment, and not only presentment in its mechanical or slipshod form but also, and to say once and for all, *due and valid* presentment.

7. Before proceeding further, it may be relevant to first mark the distinction between the two kinds of bank accounts that have been divided by way of identification requirements. The differences are inherent in the identification requirements, which remain the focus of the present matter, and are provided by the State Bank of Pakistan by BPRD Circular No. 01 of 2025 dated 25.07.2025 as updated by BPRD Circular No. 09 of 2026 dated 24.03.2026. These are accessible through the following website: <<https://www.sbp.org.pk/circulars/bprd-circular-letter-no-09-of-2026>>. There is an enclosure with the Circular dated 24.03.2026 by the name of Consolidated Customer Onboard Framework, Part-D of which specifies the requirements and guidelines for opening of bank accounts of natural persons. According to the relevant part, the difference between ordinary bank accounts and photo accounts is that, in ordinary bank accounts, the only identity authentication requirement is that of the signature of the person, while for photo accounts, the identity authentication requirement is the handwritten signature of the account-holder along with a live photo to be verified with the picture on the valid ID document of the person. This therefore provides for additional authentication

when the Bank is required to process a transaction by cheque for the photo-account holder. I may note for clarity that the power to issue these guidelines and circulars vests in the State Bank of Pakistan by ss. 41(1) and (2) of the Banking Companies Ordinance, 1962.

8. Based on the said Circular, all scheduled banks are required to incorporate these separate identification requirements within their institutional framework. As such, for example, in the present case the account on which the Cheque at issue was drawn was Meezan Bank Limited, and it will be seen from the terms and conditions of account opening issued by the said Bank (which may be accessed through the following link of the Bank's website: <<https://www.meezanbank.com/wp-content/themes/mbi/downloads/accountOpening.pdf>>) that there is an entire clause (Clause 10) dealing with the requirements of opening photo accounts. Clause 10, in its relevant part, reads as follows and it can be readily said that the requirements remain the same for all banks across Pakistan (unless the State Bank decides to alter its authoritative guidelines):

“10. Photo Account

10.1 The Customer acknowledges and agrees that in view of the Customer's profile, the Bank has categorized the account of Customer as photo account and the Customer shall adhere to all the policies of Bank regarding photo account.

10.2 The Customer undertakes that all transactions in the Account will be strictly in accordance with profile of Customer and in case the transactions do not match with Customer's profile, the Bank will have the right but not obligation to take appropriate steps to protect interests of Customer as per Bank's policies.

...”

9. Turning back to the main discussion, the requirements constituting valid presentment are many, but for the present purposes the Court is concerned with one of the most basic requirements, namely signing the cheque. The requirement of signature is available in its codified form under s. 29A of the 1881 Act which reads as follows:

“29A. Signature essential to liability. No person is liable as maker, drawer, indorser or acceptor of a promissory note, bill of exchange or cheque who has not signed it as such:

Provided that where a person signs any such instrument in a trade or assumed name he is liable thereon as if he had signed it in his own name.”

10. In the context presently before the Court, the question is one of interpretation of s. 29A (and other related provisions), and not just literal interpretation but one that addresses its real intention. The question arises for two reasons. The first is that the word “signature” has not been clearly defined by the 1881 Act, and the definition in the General Clauses Act, 1897, which is provided in s. 3(52) (and extends to the 1881 Act by way of s. 4(2) of the General Clauses Act) is vague and quite broad in nature (emphasis added):

“3. Definitions. In this Act, and in all Central Acts and Regulations made the commencement of this Act, *unless there is anything repugnant in the subject or context.* –

(52) ‘Sign’. ‘sign’, with its grammatical variations and cognate expressions, shall, with reference to a person who is unable to write his name, include ‘mark’, with its general variations and cognate expressions.”

11. The second is somewhat detailed and may be stated as follows. Historically, and in our context perhaps ordinarily as well, “signature” is understood to be a unique handwritten name of the person or a unique mark put by them on a document. However, through technology many other ways of putting signatures have been developed and which, in my view, perfectly accord with the generality of the word “mark” in s. 3(52). Thus, for example, fingerprint impressions are used as signatures for individuals who are unable to write. And in the recent past electronic modes of signing have become an effective alternative for physical signing which have been recognised in Pakistan under ss. 2(d) and (n) and 3 of the Electronic Transactions Ordinance, 2002 (hereinafter referred to as the “ETO”) (though not on negotiable instruments and which exclusion is not presently relevant; see s. 31(1)(a) and (2)). The said provisions, in their relevant parts, read as follows:

“2. Definitions. (1) In this Ordinance, unless there is anything repugnant in the subject or context. –

(a) to (c) ...

(d) ‘advanced electronic signature’ means an electronic signature which is either:

(i) unique to the person signing it, capable of identifying such person, created in a manner or using a means under the sole control of the person using it, and attached to the electronic document to which it relates in a manner that any subsequent change in the electronic document is detectable; or

(ii) provided by an accredited certification service provider and accredited by the Certification Council as being capable of establishing authenticity and integrity of an electronic document;

(e) to (m) ...;

(n) ‘electronic signature’ means any letters, numbers, symbols, images, characters or any combination thereof in electronic form, applied to, incorporated in or associated with an electronic document, with the intention of authenticating or approving the same, in order to establish authenticity or integrity, or both...

3. Legal recognition of electronic forms. No document, record, information, communication or transaction shall be denied legal recognition, admissibility, effect, validity, proof or enforceability on the ground that it is in electronic form and has not been attested by any witness.”

12. Indeed, in the presence of a vague definition of the word “signature” and so many recognised ways in which a signature can effectively be done, the Court will not be confining the word to a mere handwritten name or mark without reaching an absurd conclusion. Consequently, once it is understood that a signature may be more than what the common conception is, and that there is no set definition of the word except a general and vague one, the main point for determination begs for the Court not to remain confined to an apparently narrow or pedantic meaning but rather to be decided in light of the intent and functionality of s. 29A (and, for all relevant purposes, s. 29B) of the 1881 Act. This has to be done through the same purposive interpretation that has been preferred by the Supreme Court in *Ch. Nisar Ali Khan v Federation of Pakistan* PLD 2013 SC 568 (five judges), *Director General, FIA and others v Kamran Iqbal and others* 2016 SCMR 447, *Saif-ur-Rehman v Additional District Judge, Toba Tek Singh and 2 others* 2018 SCMR 1885 and *Nadia Naz and another v The President of Islamic Republic of Pakistan, Islamabad and others* PLD 2023 SC 588 and a number of many other cases. The point for determination, consequently, hides within itself two crucial questions to which I shall now turn:

- i) What is the intention and purpose of s. 29A of the 1881 Act?
- ii) Whether a cheque that is not signed in accordance with the additional authentication requirements imposed by law can be treated as “signed” within the meaning of ss. 29A and 29B of the 1881 Act?

13. Beginning from s. 29A itself, it will be seen that the provision performs the essential function of giving a negotiable instrument, and in our context a cheque, its due validity. So, the consequences of a cheque not signed or a cheque bearing an unauthorised or forged signature would, according to ss. 29A and B, be that there would be no liability on the signatory. But, why must we have the requirement in the first place? The answer to that is to be found through the purposes of a signature

as have been understood in jurisprudence. The first point of reference is s. 2(n) of the ETO which defines an electronic signature (an electronic signature being a signature after all) as something that is done in order to “establish authenticity or integrity, or both” of a document. The word “authenticate” obviously arises from “authenticity” and its meaning has been discussed by a Division Bench of this Court in *Aftab Ali v The State and 2 others* PLD 1978 Karachi 807. This Court there was concerned with interpreting Art. 139(1) and (2) of the Constitution of the Islamic Republic of Pakistan, 1973 (hereinafter the “Constitution”) where the word has been used in the following manner:

“139. Conduct of business of Provincial Government. – (1) All executive actions of the Provincial Government shall be expressed to be in the name of the Governor.

(2) The Provincial Government shall by rules specify the manner in which orders and other instruments made and executed in the name of the Governor shall be authenticated, and the validity of any order or instrument so authenticated shall not be questioned in any court on the ground that it was not made or executed by the Governor.”

14. The Court, after discussing the dictionary meanings of the word, ultimately held that the word “authenticate” means to [establish] the truth, genuineness or the authorship of a document or thing.” In the relevant part of its judgment, this Court held as follows (para 17; emphasis added):

“17. The learned Additional Advocate-General argued that the aforesaid constitutional provision makes authentication mandatory inasmuch as the order of release in the instant case was not authenticated, it has no legal or binding force. Before considering the effect and the purpose of the aforesaid clause, it would be appropriate to examine the connotation and the scope of the word ‘authenticate.’ Since this word has not been defined in the Constitution, it is to be understood in its ordinary dictionary sense. *The Oxford English Dictionary* defines the word ‘authenticate’ as: ‘to give legal validity to; to render valid, to establish the validity of.’ The Dictionary gives an example of an order from His Majesty authenticated by his kingly seal. *In Black’s Law Dictionary*, the word ‘authentication’ has been defined in law as: ‘the act or mode of giving authority to a Statute, record, or other written instrument, or a certified copy thereof, so as to render it legally admissible in evidence.’ In Wharton’s Law Lexicon, the word ‘authentication’ has been defined as: ‘an attestation made by a proper officer by which he certifies that the record is in due form of law, and that the person certifying is the officer appointed so to do.’ The word ‘authenticate’ is derived from the Latin word ‘Authenticum’, which means ‘an original instrument of writing, the original of a will or other instrument as distinguished from a copy.’ *The word ‘authenticate’ in Article 139 of the Constitution appears to us to mean nothing more than establishing the truth, genuineness or the authorship of a document or thing...*”

15. Stephen Mason in his valuable monograph on electronic signatures has thoroughly dealt with the purposes of signature and in so doing he divides these

functions and purposes into multiple parts (Stephen Mason, ‘The Signature’ in *Electronic Signatures in Law* (4th edn, University of London Press 2016) <<https://www.jstor.org/stable/j.ctv5137w8.7>> accessed 14 September 2026). He directly engages with cheques while dealing with the purposes of signatures (pp. 1 and 2; emphasis added):

“The purpose of a signature

1.3 ...Authentication can be the process by which a person or legal entity seeks to verify the validity or genuineness of a particular piece of information. Alternatively, it can mean the formal assertion of validity, such as the signing of a certificate: we authenticate what it certifies. *In certain circumstances, there may also be a need to verify the identity of an individual or legal entity, although what is meant by ‘identity’ will also depend on the reason for ascertaining the identity. With a cheque, the signature serves to link the name of the person printed on the cheque with the person that claims to have the authority to draw money from the account indicated on the cheque...*”

16. He relies on a dissent note from a South African case, *Van Vuuren v Van Vuuren* 2 Searle 116 at 121, the relevant portion of which reads as follows (Electronic Signatures in Law, p. 3; emphasis added):

“...the expression ‘to sign’ a document has no strict legal or technical meaning different from the popular meaning, viz., to authenticate by that which stands for or is intended to represent the name of the person who is to authenticate. If you say to the most illiterate person “Sign this paper,” if he cannot write, he will put a cross to it, and if he do not know how to do this the most experienced man of business cannot tell him to do more. If the party have learned a little writing, or if rheumatism of hard labour have cramped the nerves of his hand, and you ask him to sign a document, he will put the initial capital letters of his Christian and surname, while he will not venture upon writing the other more minute and therefore more difficult to be executed letters of these names, and he will feel satisfied that he has ‘signed’. If the man of business doubt this, and, seeing he can write so far as to be able to make the capital letters, think it will not be sufficient without the smaller letters, and insist upon his making them, should the party say he cannot, the lawyer will be content. On the other hand, should the party make the attempt and produce a scrawl more or less legible, so again the man of business will be content – whether the scrawl be legible or illegible, he will be satisfied that the man has ‘signed’. Such is the popular and professional practice, and the decision of the Courts had been conformably to it.”

In another South African case, *Cut-n-Weld Supplies (Pty) Limited v Daniel Shaune Britz* (2026-036213) [2026] ZAGP JHC, it has been similarly held.

17. The purpose and intent of “signatures” being to authenticate (i.e. to establish the truth, genuineness or authorship) a document, it is a clear conclusion that, in the case of cheques, the same purpose is served. The requirement under s. 29A (read with s. 29B), in my view, performs this very integral function of authenticating the cheque and proving the identity of the signatory and without which the result

ultimately would be that the cheque would not be valid and no liability specific to the cheque will flow. This then branches out into another aspect of the matter on which the act of honouring or dishonouring the cheque turns. That aspect is dealt with in ss. 91 and 92 of the 1881 Act which provides for the modes of dishonour (emphasis added):

“91. Dishonour by non-acceptance. A bill of exchange is said to be dishonoured by non-acceptance when the drawee, or one of several drawees not being partners, makes default in acceptance *upon being **duly required** to accept the bill*, or where presentment is excused and the bill is not accepted.

92. Dishonour by non-payment. A promissory note, bill of exchange or cheque is said to be dishonoured by non-payment when the maker of the note, acceptor of the bill or drawee of the cheque makes default in payment *upon being **duly required** to pay the same.*”

18. It will be seen from a plain reading of the provisions that dishonour is contingent upon the drawee being “*duly required*” to accept or pay the negotiable instrument, in this case cheque. This in fact tends to go to the act of presentment, and in other words, as I have already mentioned, due and valid presentment. In the Black’s Law Dictionary, the word “duly” has been understood to mean (Henry Campbell Black, Black’s Law Dictionary (revised 4th edn., West Publishing Co. 1968) 591; the entirety may be read as emphasised):

“DULY. In due or proper form or manner; according to legal requirements.

Regularly; properly; suitable; upon a proper foundation, as distinguished from mere form; according to law in both form and substance. *Welborn v. Whitney*, 190 Okl. 630, 126 P.2d 263, 266; *Cromwell v. Slaney*, C.C.A. Mass., 65 F.2d 940, 941; *Zechiel v. Fireman’s Fund Ins. Co.*, C.C.A. Ind., 61 F.2d 27, 28.”

19. In my view, therefore, the bank would not be “duly” required to pay or accept the cheque if it is not, on its natural dictionary meaning, in due or proper form or manner and upon a proper foundation “as distinguished from mere form.” A cheque that is not drawn in the proper form or manner will, therefore, not be valid, and in particular, since we are concerned therewith, if a cheque is not signed and authenticated in the proper form or manner, it will hence not be valid for presentment and therefore also legally incapable of honour or dishonour. This specific aspect came up before the Allahabad High Court in *Smt. Leela Karwal v Col. J. D. Karwal and others* AIR 1986 Allahabad 220, wherein it was observed as follows (para 23; emphasis added):

“There are many modes of putting signatures some of which are: writing of the full name, putting the initials of one’s name, putting some mark which

cannot be deciphered as one's name. *There is another aspect and it is about putting signature on a document in a manner as required by some statutory provision with the result that if, signature is not put in that manner, it will not amount to putting signature on that document or signing it.* Thus even though the term 'signature' will include writing one's full name but writing of one's full name will not amount to signature in every case because it is settled principle that when law requires a particular thing to be done in a particular manner it has to be done in that manner or not at all..."

I agree with the view taken by the Allahabad High Court and I would hold for the same reason that if a document is by law or procedure required to be signed in a particular manner, and is not signed as such, that would not amount to a valid signature and the legal consequence at the end will be that it has not been signed. This case is a textbook example of this principle.

20. A similar analogue relating to additional identification requirements is found in *Messing v Bank of America* 373 Md. 672 (accessible at <<https://law.justia.com/cases/maryland/court-of-appeals/2003/27a02-2.html>>) decided by the Maryland Supreme Court. The case was in relation to MD Commercial Law Code § 3-501 which deals with presentment of cheques in Maryland, US. In relation thereto, and unlike the 1881 Act, it expressly provides for reasonable identification requirements on similar lines as photo-accounts. The Court there determined that, upon failure to satisfy the additional identification requirement, the cheque was not accepted by the Bank and, because it was not accepted, there was no dishonour. The judgment, in its relevant part, reads as follows and this Court is convinced by the same, very logical, line of reasoning (p. 21 and 27 of the document on the website; entirety may be read as emphasised and, *mutatis mutandis*, as the reasoning of this Court):

“D. ‘Reasonable Identification under § 5-501(b)(2)(ii) and ‘Dishonor’ under § 3-502

We now turn to the issue of whether the Bank's refusal to accept the check as presented constituted dishonour under § 3-501 and § 3-502 as Petitioner contends. Petitioner's argument that Bank of America dishonoured the check under § 3-502(d) fails because that section applies to dishonour of an accepted draft. We have determined, *supra*, that Bank of America never accepted the draft...

...

In short, when a bank cashes a check over the counter, it assumes the risk that it may suffer losses for counterfeit documents, forged endorsements, or forged or altered checks. Nothing in the Commercial Law Article forces a bank to assume such risks. See *Barnhill*, 503 U.S. 393, 398-99 (1992); § 3-408. To the extent that banks are willing to cash checks over the counter, with reasonable identification, such willingness expands and facilitates the commercial activities within the State...

Because the reduction of risk promotes the expansion of commercial practices, we believe that the direction of § 1-102(2)(b) requires that we conclude that a bank’s requirement of a thumbprint placed upon a check presented over the counter by a non-customer is reasonable... As the intermediate appellate court well documented, the Thumbprint Program is part of an industry wide response to the growing threat of check fraud... Prohibiting banks from taking reasonable steps to protect themselves from losses could result in banks refusing to cash checks of non-customers presented over the counter at all, a result which would be counter to the direction of § 1-103(2)(b).”

21. It will therefore appear that the process of cheques from the beginning until its end is in three stages, the later one being triggered only upon the due fulfilment of the previous one:

STAGE 1 Drawing the cheque	STAGE 2 Presenting the Cheque	STAGE 3 Honouring or Dishonouring
A cheque is written by the drawer. It must be written strictly as per the legal and procedural requirements, and if that is not done, it will not be drawn properly. It will therefore not go to any further stage. E.g. a cheque with an overwriting that is not signed will not be validly drawn. Likewise, a cheque with a different signature than that on the Bank’s specimen card will also not be validly drawn. Same would apply for any additional authentication requirement imposed by law.	Presentment of the Cheque in accordance with the legal rules and procedure: If a cheque is invalidly drawn, and therefore does not cross Stage 1, and it is presented in fact to the Bank, the presentment would not be according to the law and the procedure to be strictly followed. As such, there will not be any valid presentment. If the presentment is not valid, it will necessarily follow that the requirement under ss. 91 and 92 of the 1881 Act will not be met and the Bank will not be “duly required” to pay and as such presentment will not be due upon the Bank.	The last step. If a cheque is otherwise validly drawn and validly presented as per the legal rules and requirements, and yet it is not encashed by the Bank, only then shall the instrument be treated as dishonoured. If the contrary happens, i.e. the cheque is encashed, the cheque is treated as honoured.

In other words, a cheque that is not drawn according to the legal or procedural requirements is not presented validly, and because that is so, the bank does not have an option but to return it without any due and valid presentment having occurred. As such, it is clear that a cheque that is not signed according to the law and procedure will not even reach the stage where it could be honoured. And if there is

no question of honouring, there remains nothing to be said about dishonouring, for there will be none.

22. In my view, the requirements relating to authentication of cheques drawn on photo-accounts have to be understood in this context and not otherwise. There is, as I have already discussed, an additional identification requirement by law and procedure for photo-account holders in that they must be present before the bank to authenticate the cheque that they have drawn.

23. Before moving further, I may pause to state that this requirement, in my view, has flown from the same reason and policy-oriented logic that found favour with the Maryland Supreme Court in *Messing v Bank of America* and is perfectly consonant with the reasoning provided by the Allahabad High Court in *Leela Karwal*. The additional identification enforced upon photo-account cheques is in fact a safeguard for banks, account holders and even, for all significant purposes, the payees. It will not be difficult to understand that banks are not required to process cheques that are forged, altered or otherwise unauthorised. Quite the opposite, they must reject such cheques. Consequently, with the additional requirements, banks protect all the stakeholders involved, and as such the requirement has to be read with this perspective at heart.

24. To my mind, the acts of drawing and presenting the cheque appear to be compositely performed in the case of photo-accounts, where the photo-account holder must authenticate the cheque by their presence before the drawee bank and, upon being validly drawn and presented, the bank then honours it or otherwise. In the absence of the photo-account holder, the Bank will have the legal and procedural obligation to refuse payment on such a cheque, unless the account holder later appears. Hence, the cheque will not be treated as dishonoured, but simply as returned for the want of due or valid presentment. The position would, in my view, be the same as if the cheque were not signed and the bearer or payee were to appear before the bank with an unsigned cheque.

25. It now only remains to be seen whether, without valid presentment and therefore in the absence of any dishonour, a summary suit under O. XXXVII of the CPC would be maintainable. The answer to that is in the negative. Under r. 2 of O. XXXVII, summary suits are filed “upon bills of exchange, hundies or promissory notes...” These instruments are governed by the 1881 Act, and the liability of the drawer exposing him to a summary suit arises under s. 30(b) of the 1881 Act which provides as follows:

“30. Liability of drawer. ...

(b) the drawer of a cheque by drawing it, engages that in the case of dishonour by the drawee he will compensate the holder:

Provided that due notice of dishonour of the bill or cheque has been given to or received by the drawer as hereinafter provided.”

It is well-established that presentment is a condition precedent to charging the drawer, and if there is no dishonour, no liability specific to the instrument under s. 30(b) of the 1881 Act arises, and as such, there will be no cause of action for instituting a summary suit under Order XXXVII of the CPC. In this regard, reference may be made to *Ghulam Mustafa v Muhammad Musharaf Hussain* PLJ 2023 Lahore 485 and the cases of *Salamat Ali* and *Ghulam Muhammad* relied on by the learned Counsel for the Applicant. In these circumstances, while the unpresented cheque may have been evidence of a loan or financial obligation on the Applicant as against the Respondent, it did not constitute valid presentment and as such the cause of action pleaded by the Respondent in his summary suit did not actually arise. No material facts claiming an exception under s. 76 of the 1881 Act have been pleaded and as such, even accepting all pleadings of the Respondent as correct, the plaint is fit for rejection.

26. In view of my above discussion, I hold as follows:

- i) Where the State Bank of Pakistan, or a scheduled bank acting consistently with the State Bank’s requirements and regulations, prescribes reasonable identification or authentication as a condition for operation of an account by cheque, compliance with that requirement is necessary before the cheque can be treated as duly authenticated and presented for payment.
- ii) A cheque drawn on a photo-account is not deemed to be validly drawn for presentment if it is not signed and authenticated by the photo-account holder in accordance with the additional requirements imposed by law. Consequently, the physical act of presentment of such a cheque does not amount to due or valid presentment. It can at best be returned for the want of valid presentment but cannot be deemed to be dishonoured.
- iii) Such a cheque may be evidence of some loan or financial obligation, but it does not constitute dishonour. Consequently, the aggrieved party remains at liberty to institute an ordinary suit, subject to law,

for the recovery, if established, of the underlying liability against the drawer.

- iv) However, since no dishonour takes place upon a photo-account cheque returned for the want of the presence of the photo-account holder, no cause of action for the purposes of O. XXXVII of the CPC arises and as such a summary suit is not maintainable.
- v) The learned Additional District Judge failed to consider the matter in the above context and erred in not rejecting the plaint of the summary suit under r. 11 of O. VII of the CPC. The learned Additional District Judge therefore failed to exercise the jurisdiction vested in him by law to reject the plaint. The impugned order suffers from material illegality and irregularity and requires interference in revisional jurisdiction.

27. For these reasons, I allow this revision application and set-aside the Order dated 16.07.2026 passed by the learned Additional District Judge. The plaint in Summary Suit No. 11 of 2026 is rejected under r. 11 of O. VII of the CPC. There shall be no order as to costs. R&Ps may be returned.

28. Before parting, I may note that, in perusing the record of the case, I have noticed that the cheque presently in issue did not bear any wording or description distinguishing it from a cheque drawn on any ordinary bank account. This, it seems to me, can contribute to great confusion, and there is clearly a need to reflect the difference between photo-accounts and ordinary accounts for the sake of both the drawers and payees as well as anyone benefitting therefrom. It may therefore be appropriate for the State Bank of Pakistan to consider whether necessary regulations should be made for photo-account cheques to clearly and unambiguously reflect the nature of the account on which they are drawn for the benefit of all concerned. Office is directed to communicate a copy of this judgment to the Governor, State Bank of Pakistan, Karachi, for positive and expeditious consideration on this matter.

JUDGE

APPROVED FOR REPORTING

Faisal