

Bank Duties in Relation to Forged Cheques with Special Reference to Bahrain Law

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Abstract

According to the law, it's the customer's duty to be careful when writing out a cheque to prevent fraud and forgery. Forgery is an unauthorized alteration of a document. The customer is to inform the bank immediately as soon as he becomes aware of forgery being committed. The bank can protect itself under section 3-407 of U.C.C – Article 3 – Negotiable Instruments (2002) by claiming that it endorsed the cheque in good faith of the client. The bank can also plead for estoppel, which means that it can assert that the customer, by choosing to remain silent, is amounting to a representation by conduct that his account is in order and correct. Thus, it would prevent the customer from taking an action against the bank due to forgery. The aim of this paper is to examine the extent of banker's duties in relation to forged cheques and to explore the statutory and general defenses accorded to the banks on endorsing a forged cheque.

Keywords: cheques, banker's duties, forgery, types of forged cheques, statutory protection

1. Introduction

Many illegal activities have caused major setbacks for the banking sector throughout the globe since the 1980s. These primarily include cheque frauds, altered cheques, signature forgery, false endorsements, counterfeit cheques and cheque kiting. The advancement of technology has enabled the frauds and forgers to upgrade their tactics in order to commit the crime more efficiently. From creating fake cheques to committing forgery with perfection, they have it all covered.

The crime of forgery is defined as an act to produce or alter a written document with an intention to commit fraud or deceit. This can include signing someone else's name to a cheque, creating false documents or alteration of existing documents. Contemporarily, a writer elaborates on forgery, defining it as a 'false making; a making malo amino, of a written statement, to commit fraud'.

Forgery is one of the main areas of commercial crime in Bahrain. In banking operation, fraud cases are on the increase and the most common occurrence of fraud cases appears to be forgery involving cheques. The forgery of the document, whether as whole or material part, purports to be made without the authorization of the drawer. The term 'forged cheque' is described as an instrument, on which the signature of the person who wants to cash the check, is forged or unauthorized. However, a signature is essential for a liability on a cheque as a drawer or an endorser. Thus no one can be liable for a cheque unless he has signed it or it was signed by someone else with his authorization. The number of losses must be taken care of, by the drawer or the bank which endorsed the forged cheque.

It is the Bank's duty to recognize a customer's signature and analyze the authenticity of the document when someone presents a check for withdrawal. A bank is accountable if it pays for a check that has been tampered with or materially altered unless the change was due to the drawer's error or ignorance.

Since cheque forgery is illegal, it's difficult to get hold of the exact statistics but it is safe to say that it costs billions of dollars per year and continues to multiply as the time passes by. The FBI reports, losses amount up to \$18.7 billion when it comes to checking fraud and more than 500 million cheques are forged per year in the US. According to statistics, 544,196 fake cheques were issued across UAE during the first four months of the year. A report issued by American Banker says that the number of check frauds will rise by 2.5% in the coming times.

2. Definition of Cheque

A cheque is defined under Section 447 of Bahrain commercial code as 'a bill of exchange, drawn on a banker's unconditional order in writing, payable on demand, addressed and signed by one person to another person (a collecting bank), requiring the bank to pay on demand, certain amount of money'. According to Article 447, the definition of cheque involve the following elements:

- A writing order to a collecting bank to pay a sum of money;
- An unconditional order issued by the customer in writing requesting a collecting bank to pay a certain sum of money to a bearer; and
- A negotiable instrument, payable on demand, to pay a specific sum of money to the named party on the cheque from funds held on deposit from the issuer of the cheque.

According to the Bahrain Law, the following assures that the submitted cheque is valid:

- The word 'cheque' should be specified in the presented document;
- An unconditional order to make the payment in form of cash;

- The name of the person/entity that will make the payment to the drawer;
- The specified bank or the place of payment;
- The date and banks name from where the cheque can be drawn;
- Signature of the person who made the cheque; and
- The name of the person, in whose name, the cheque is made.

It is mandatory for the aforementioned conditions to be present in order to grant value to a cheque. However, if the place at which the cash should be paid at, is not mentioned, the cheque is then payable at the place specified beside the name of the drawer. If more than one place is mentioned next to the name of the drawer, the one that is mentioned first is the place that should consider the payment of the cheque. If this or any other particular detail is not mentioned on the cheque, then the cheque can only be cashed at the head office of the drawer.

3. A Bank's Duties

According to the relationship between the bank and his customer, the bank has the main essential duty which is to make payment of cheque drawn by the bank's customer. In such a case, the bank will be liable to the customer if the bank honored forged or stolen cheque. Thus, according to the above, the bank has no authorization to debit the customer's account if the bank had honored or paid a cheque in cases where the drawer's signature is forged. In cases where a third party customer's cheque was presented before the bank with a forged signature, the bank will bear the liability for that specific amount even when the signature was forged skillfully.

However, there is an exemption over the bank liability in cases where the bank honored the cheque in the following circumstances:

- a) The collecting banker paying the proceeds to a customer in a good faith.
- b) Paying a cheque bearing the customer's signature.
- c) If the bank honored an amount requested on a cheque without any claims by a third party against the paying collecting bank.

The bank will be discharged from liability against his customer if he honored a presented cheque in the above-mentioned situations. In addition, the Bahrain High court stated that the essential element to establish a legal cheque is that a cheque must be issued with the customer's signature or by his authorized agent. So, if the collecting bank pays on a forged cheque "the customer's signature is forged", then the bank acts without his customer's authorization. Thus, the bank runs the risk by doing so and has no authorization to debit the customer's account.

However, the bank has no liability with paying a forged cheque on the basis that his customer has breached his duty of care when writing the cheque in a way that gives the opportunity to alter his instructions. That means that the customer's duty is not to leave spaces between the words so it leaves no chance for the frauds to alter the cheque. Thus, the customer will be considered guilty and liable for the loss if he draws a cheque in a manner that facilitates fraud while breaching his duty between him and his own bank, so the bank will be discharged from responsibilities in these two circumstances.

In short, the bank is advised to take the following steps before paying a cheque in order to prevent such occurring.

- a) It is the bank duty before honoring a cheque to examine the validity of the cheque and whether it is according to the law.
- b) It is the bank duty to pay a sum on a cheque for the authorized holder.
- c) The bank is obliged to ensure the customer's signature is on the cheque or his authorized agent.
- d) If there is a claim by a third party against the collecting bank, the bank is advised to stop paying that cheque.
- e) To verify the customer's signature and endorsement of the cheque to prevent paying a cheque bearing a forged payee's endorsement.
- f) It is the bank's duty to check sufficiently of the funds deposited in the customer's account before paying a cheque, to be able to meet the sum on a cheque.

By doing the above steps the bank will discharge his liability against his customer.

4. Forgery of Cheques

The main area of commercial crimes is the forgery of a bank cheque, which is considered as an act to make a false document to use it as genuine. Forgery occurs once a document intended to be made with the authority of a person not legally authorized for its making. In Bahrain, the Penal Code is the governing law for forgery of cheques, which is treated as an offense and defined as "alteration of writing in order to prejudice of another person right, with the intention to use it as a genuine instrument". However, forgery is legitimately defined in Section 270 of Bahrain Penal Code.

Section 270 defines forgery as the making of a false document whether through editing, erasing, signing,

fraud with the intention to deceive, in order to use the particular document as genuine Whilst Section 393 stated clearly the penalties in case of forgery of the cheque. The forgery needs an intrusion of someone with the intention to defraud, which causes legal damages. The element of fraud is essential for forgery because Section 391 of the Bahraini Penal Code provides that false documents must consist of the intention to commit fraud. As a result, Section 391 defined the making of fraud document as follows:

Who fraudulently makes a document or part of a document, or signs, or used a fake name, with the intention to be believed that such document or part of a document was made, signed, altered or executed by authority of a person by whose authority he knows that it was not made or signed. However, in banking operation fraud occurrence can be categorized into the following types:

- 1- Cheque fraud which is committed to presenting the stolen or altered or forged cheque to the collecting bank. Forged cheques are signed by unauthorized personnel, with a false identity to withdraw cash from a bank account, using the cheque which wasn't originally intended for the forger.
- 2- Counterfeit of cheques is committed after presenting the cheque to a collecting bank such as presenting the fraudulent cheque with a genuine one. Counterfeiting is usually done through desktop printing and creating replicas to make or duplicate a real and original financial document. It is also done through chemical processes, parts of or all information present in the document are altered to benefit the criminal's interests.
- 3- Fraud which is committed in case of kiting, which is the movement of funds from one bank to another one. Kiting is primarily defined as the unauthorized writing of a cheque for an amount that is much more than the balance present in a bank account, followed by an additional cheque from another account situated in another bank, carrying fewer funds. With an intention that the second cheque will cover non-existent funds from the first account.

A Cheque remains to be the most commonly targeted method of payment, by criminals who attempt to or commit fraud. The incidence of cheque fraud or cheque forgery has been on the rise lately. However, the very fact that cheque fraud is the most prevailing form of payment fraud is not very astonishing. Most of the companies and business transactions depend upon making their payments through cheques, hence they are the form of payment that is targeted the most by frauds.

In most cases, this crime is committed by an employer of the victim. This part of the paper discusses some of the ways through which, the forger commits this crime. The person may steal a check from their employer's mail, forge the employer's signature and deposit the cheque in their own account. It's relatively easy for the employee to forge a signature since he sees the signature being done on daily basis and this can fool the bank officials quite easily since they aren't usually trained to compare and identify a forgery. The forger can also gain an access to a blank cheque, write it in the name of a fictional entity, forge his employer's signature and cash it at a bank. The forger may produce a fake invoice to an accounts payable clerk, who in turn issues a check for the forger, since he is an employee, the forger can proceed with fake signatures and cashing the cheque afterward. To broaden the horizons in this matter, the forger can also be a trusted personnel who runs bank transactions on daily basis, especially for elderly and mentally challenged relatives or individuals.

In most cases, by the time the victim realizes that he his account has been debited on the basis of a forged cheque, it is usually too late. In this case, the victim approaches the bank and takes measures against it for endorsing forged cheques and accommodating them.

5. Types of Fraudulent Cheques

There are three main ways of committing cheque frauds including Counterfeit, cheque fraud and fraud inform of kiting. In Bahrain, however, two of these kinds are prevalent:

5.1 Material Alteration

Material alteration generally means any alteration in terms of date, time or place of payment where the cheque has to be honored. Under Section 3-407, the word 'alteration' is primarily defined as: 'an unauthorized change in an instrument that purports to modify in any respect the obligation of a party; or the unlawful addition or subtraction of words, numbers or extra changes to an unfinished document involving the obligation of a party'. There are two kinds of material alteration as follows:

5.1.1 Unauthorized Signature

Sometimes the signature on the cheque is not a genuine signature of the customer's bank and it would occur by stealing the customer's stamp which he used to sign or by forging the customer's signature.

Moreover, in some cases, forgery can happen when the customer leaves the cheque blank and entrusts his employees in whom he has faith which has been betrayed. In this regard, the bank will not be discharged from his liability against his customer after paying altered cheque. As far as the law is concerned, the bank is under a duty to check the signature on the cheque before paying the sum on the cheque with the specimen that the bank keeps in its custody. So if the customer's signature differs from the specimen signature, the bank is considered

liable for the honored amount.

When a bank finds itself dealing with a case regarding an alteration, it should explore all the possible defenses to alteration liability that are present. Some of that defense include:

1. Comprehending the definition of Alteration: Several times, changes made to a document aren't exactly alterations as per its definition. Especially if the alteration doesn't affect the obligation of any party, it is not called an alteration. For example, on a cheque, if an unrealistic date is mentioned (Feb 31st), and the cheque is altered to make a correction, this will not be considered as an alteration.
2. In case the alteration is approved: According to section 3-407, an alteration is an unauthorized change. If it can be proven that the alterations made are approved by the party who issued the cheque, it will not be considered as an alteration.
3. Customer negligence: if the party that issued the check does it carelessly, leaving spaces where they shouldn't and leaving room for forgery, it will be considered theirs and not the bank's mistake.
4. Unapproved completion: if an incomplete document is altered by an unapproved completion, this sets the bank free from being liable and the document may be fulfilled according to the terms of its completion.
5. Customer's failure to notice and report: if the customer doesn't check his bank statement in time (usually not more than 30 days) to report the alteration, the bank sits free from bearing the losses.

5.2 Crossed Cheque

One of the bank's duties is to honor a cheque once the cheque is crossed by his customer, so the drawer of the cheque should indicate his intention when he wants his cheque to be paid through another bank.

6. Customer's Role in Preventing Cheque Fraud and Customer Negligence

Forgers and fraud professionals have become better at their work with the help of technology and experience. They usually have an easy access to laptops, personal computers, scanners and colored photocopiers, enabling them to make fake copies or alter existing cheques. It is essential to make the customers literate about the safekeeping of their cheques in order to decrease the incidence of cheque fraud and forgery altogether. Here are some ways to do it:

- Customers should opt for chequebooks that are endorsed by their financial institution and have security features to differentiate them from fake cheques.
- Customers should keep their chequebooks, deposit slips, bank statements and canceled cheques in a secure, locked location.
- Customers should check their bank statement within 30 days of receipt in order to keep track of any abnormal activity or irregularities to avoid bearing the losses of a forged cheque later.
- Customers should never tell their account number to strangers and should avoid giving it to anyone over the phone.
- The customers should be very careful about their old nullified cheques, account statements, ATM receipts, especially ones containing account balance and personal information and should ideally destroy them before they get into the hands of a fraud.
- On receiving the cheque order, the customer should make sure that all the cheques are intact and there aren't that are missing. In case any of the cheques are missing, the customer should report it to the bank immediately. In case, the cheques don't arrive in the mail at all, the bank should be alerted as the cheques could be stolen from the mail itself.
- In case of theft in the house or at the workplace, the customer should go over their checkbooks to see if any of the cheques are missing and alert the bank in any case.
- If the customers receive a cashier's cheque, it's crucial that they confirm the validity of the cheque, by asking the person who issued the cheque to go along with them to the bank.
- When making bill payments through the mail, it's better for the customers to mail their cheques directly from the post office instead of sending it out from their mailbox.
- The customers should be careful about as to what amount of personal information goes on to a cheque. They should avoid writing their social security numbers, driver's license or mobile number on a cheque.
- The customer should learn the proper technique to write a cheque. They should not leave blank spaces on a cheque or leave empty amount lines as it is. Ideally, any empty lines should be crossed out.
- Customers should also be careful about the kind of pen they use to write a cheque. Generally, ballpoints are used but gel pens are a better option and make it difficult for forgers to wash cheques since gel particles from the pen get stuck in the paper. Besides, there are erasable pens available in the market these days so make sure if someone offers you a pen to write a cheque, it's not an erasable one.
- Customers should also avoid using credit card numbers on the cheque.
- Customers should avoid making their cheque payable in cash. In case of the cheque being stolen, the

cheque can be cashed by anyone.

- Customers should not endorse a cheque unless they are ready to cash or deposit it.

7. Statutory Protection for Bankers

In practice, the collecting bank acts as an agent for his customer in case of collecting a cheque. As a result, for this process, the collecting bank could face an issue for honoring a forged cheque for a customer, then runs the risk of honoring an illegal cheque, which was debited by someone whose title was defective. In such case, the liability for the collecting bank will rise before the true owner for conversion.

So the possible claim for the drawer of the cheque against the collecting bank is on the ground that the bank proceeds to collect a cheque for someone who is not in fact entitled to it. In similar circumstances, the defense available to the bank is that the bank acts in a good faith as stated in Article 484, which provided that:

The drawer shall be solely liable for any damage arising from the payment of a cheque where the drawer's signature has been forged or the particulars contained in the text thereof have been altered unless any of the faults committed is attributable to the drawer whose name appears on the face of the cheque. Any condition to the contrary shall be deemed as null and void. A drawer shall be in particular, be at fault where he fails to exercise in preserving the chequebook delivered to him the care usually exercised by the ordinary person.

Consequently, the bank would be protected by virtue of Section 484, if it acted in good faith and without negligence when collecting a cheque from a person who has stolen a cheque and increases the amount before handing it to a banker for collection. In addition, the Bahraini Law of Commerce did not define the exact meaning of "good faith act".

However, the bank will have deemed acts in a good faith where it is done honestly, whether the paying of a cheque is done negligently or not, so if the banker had knowledge that the customer's title was defective and still doing so by honoring such cheque, in such a case the bank can't rely on the statutory protection accorded in Section 484 Bahraini code.

In Bahraini case of Affin Bank Bhd, the court held that the defendant was not precluded to rely on Section 484 as a defense to the plaintiff's claim. This section provides protection to a collecting bank in respect of claims made by the true owners of cheques, whether in conversion or from money had and received. In addition, Section 484 exempted the bank from his liability, if the bank proved that it had acted in good faith and without negligence.

Moreover, another defense available to the collecting bank is an estoppel. By definition, estoppel refers to a legal code that prevents a person from declaring facts that are different from what he claimed or did in the first place. Which means that the bank can plead that the plaintiff is precluded as a result of his actions that he led the collecting bank to believe on a reasonable ground that a cheque had been in order and the bank under a duty to collect the instruments concerned for the account of its customer. Basically, estoppel is used to stop people from being unreasonably harmed by another person's mistakes or actions.

8. Legal Solution in Relation to Forged Cheques

In banking operations, it is apparent that the issue of forgery of cheques is a real problem for bankers. In this regard, the law requested the bank and his customer take some steps to provide a legal solution to avoid legal consequences in this problem as the following.

8.1 Giving Notice

In order to decrease the forgery of cheques, it may be through an agreement between the bank and its customer that the customer must confer a notice to his bank in case that the sum on a cheque exceeds a specific amount or limit. So, in such a case if the banker does so without noticing the customer as per their requirement, will eventually lead the bank to the risk of paying on a cheque.

Moreover, when there is awareness of the purpose notice, the holder has to take the cheque with notice when he presents the cheque for payment before the collecting bank; otherwise, the bank has no authority to debit the sum on a cheque from his customer's account. Thus, a given notice by the customer to the drawer should be present and the bank is supposed to ensure that the signature on a cheque belongs to the customer of the bank.

8.2 Stop Payment of Cheque

One of the legal solutions to prevent paying a lost or stolen cheque includes when the drawer stops the payment of that cheque in favor of the holder of the cheque. However, as stated in Section 451 of Bahrain commercial law No. 7 and its amendments 2015, that if the drawer "the customer" wishes to stop payment of a cheque to the payee, he is obliged to give a written notice of stop payment to the bank. In addition, if the payee presented a cheque in the meantime, in such a case the bank is required to return the cheque with notice of 'payment stopped and postponed pending confirmation'. Nonetheless, it is presumed from the customer and bank relationship that

the bank duty is to pay cheques drawn by his customer, so if the customer orders his bank to stop payment, the bank has to freeze the transaction till it received a confirmation notice from his customer. Nowadays customers can also stop the payment of a cheque, round the clock, through internet banking. Nevertheless, the drawee banker should ensure the capability of his customer's account to meet the cheque before intending to pay a particular cheque. However, if the bank dishonored a cheque for lack of funds, then the bank returns a cheque with notice of 'refer to drawer', but if a customer ensures to his bank that he will provide funds required to meet the cheque within next few days, then the bank will wait and return the cheque with the answer of 'please represent'.

8.3 Limits of a Bank's Liability

The bank may impose a condition that will discharge the bank's liability in paying stolen or lost cheques. As a result of the failure of the customer to exercise due care in drawing a cheque and to take reasonable precautions to prevent his employee from forging his signature. Under section 3-103 account holders are to exercise 'reasonable commercial standards'. Failure to do so takes away their right to hold the bank accountable for debiting a forged cheque. The main object of this is to provide the paying bank with protection against forged or unauthorized endorsement of cheques. So if the customer fails to do so, the bank can claim that his customer breached his duty to keep his chequebook safe, because in such case he will give the opportunity to his employee or a third party to forge his signature.

According to section 4-406, it is obligatory for the customers to settle their bank statement within a given time period in order to identify fraud or forged cheques. However, if the customer proves that his bank acts in bad faith or due to the bank's negligence, then the bank will be liable against the customer and should recover the amount paid from the third party.

9. Bank Security against Cheque Fraud

Apart from covering all the legal aspects to counter a situation relating to check frauds, Bahraini Banks can adopt certain security features that can go a long way in providing protection against forgery and fraud. This includes the usage of the VOID feature – the word 'VOID' becomes evident if the cheque is scanned or copied. Apart from this, a dual-tone true watermark and micro prints can also be used. Microprint involves a fine line that is printed on the cheque and is challenging to photocopy. It can only be seen under a magnifying glass.

The bank staff should be trained to detect glitches or abnormalities on a cheque. A bad cheque might include one or a combination of the following mentioned signs:

- The check is devoid of perforations
- The customers or the bank's address is not mentioned
- Additional handwritten changes are made to the cheque
- There are blemishes or marks present on the cheque as a result of an attempt to make alterations.
- Discrepancies in the fonts with which the name and the address are typed
- The numbers printed at the bottom of the cheque are glistening. (usually, the true magnetic ink is not shiny in appearance)
- The MICR encoding of the cheque doesn't match the number of the cheque.
- The MICR number is not present at all
- The cheque doesn't have an authentic signature
- The name of the person in the name of whom the cheque was drawn, is typewritten instead of being printed by a computer, unlike the usual cases.
- In case of a counterfeit, the color of the cheque should be noted and if it's different from the rest of the batch.
- The nine-digit number on the bottom of the cheque between the brackets signifies the routing number of the bank from which the cheque is drawn. Forgers change the first two digits usually and this can be cross-checked to distinguish forgery.

Other features to detect cheque fraud include modified controlled paper stock, chemical wash revealing kit, chemical reactive paper, and thermochromatic ink. The bank is required to follow more stringent guidelines as well when it comes to new accounts and bank accounts open for 30 days aren't considered new anymore.

10. Services provided by the Bank to prevent Fraud

In order to provide safety against forgers and frauds, the bank provides services to its customers that can help them strengthen their security. These services include the provision of a cap that determines the maximum amount of dollars that can debit from a certain account at a time. This prevents withdrawal of large sums of money by authorized or unauthorized parties. The bank can advise its customers to open separate accounts to cater to large dollar transactions, keeping frauds at bay from causing huge losses. The bank can also provide detailed reports on maintenance of these accounts periodically to keep track of the activity and detect any

abnormal transactions. The use of 'Positive Pay' enables the customer to record significant information regarding each transaction via cheque, including, the amount withdrawn, the date and bank at which it was withdrawn and the cheque number. The system gathers this data and sends it to the bank before the check can be paid.

11. Concluding Remarks

The collecting bank can approach protection where it collects a cheque for its customer; it owes no duty of care either in contract or in tort a drawer of the cheque or to any person. In seeking statutory protection under section 484, a bank:

- a- Must have collected a cheque in good faith.
- b- The bank must act without negligence.

Good faith is not defined in Section 484 of Bahrain Law of Commerce, however, it is recommended to amend section 484 in order to clarify the meaning as 'it is deemed to be acted in good faith where it is done honestly whether it is done negligently or not'. Moreover, this requirement easily satisfied by the collecting bank, if the bank has no knowledge that his customer's title to the cheque is defective. Otherwise, the protections will be lost.

Although good faith must be pleaded by a bank, good faith on the part of the bank is usually presumed by the court. A collecting bank acts according to his customer's mandate in carrying out his instructions by honoring a cheque. If it is altered by a third party without authorization, a banker who honored a cheque is doing so without the customer's mandate. In the meantime, a customer owes a duty to exercise care when writing his instructions to the bank as to:

- 1. Not misled his banker
- 2. Not facilitate fraud by giving the opportunity to the third party to alter his instructions.

Moreover, the customer should do the following duty in order to prevent forgery as a result of their negligence;

- a- Duty not to sign a blank cheque

Such an act would amount to a breach of customs duty of care to leave a blank cheque to be filled up by a third party who will alter the cheque with the authority given by the customer which will consider liable to his negligence.

- b- Duty not to leave blank spaces

When a customer draws a cheque it must be done in a proper way so that the third party would not be able to alter it easily. The drawer must write it in the correct way by not leaving any blank spaces.

References

- Sergeant, K.A (2001). Cheque Fraud and Banking Response: The Increase Use of Credit Cards and Other Plastics. Paper presented at Caribbean Studies Association 2001 Conference (Maho Bay, St Maarten. 27 May-2 June) Available: <http://ufdcimages.uflib.ufl.edu/ca/00/40/02/82/00001/pdf.pdf>.
- Segre, I. (2017). *Spinoza: The ethics of outlaw*. Amazon: Bloomsbury Publications. 9 Feb.
- Morgan, J.P. (2017). Payments Fraud and Control Survey. AFP Online.
- Reilly, M.O. (2009). The cost of bounced cheques. Available: <https://gulfnews.com/business/sectors/banking/the-cost-of-bounced-cheques-1.491861>.
- Gibson, A. & Fraser, D (2014). Business Law. Frenchs Forest N.S.W: Pearson Australia Group Ltd.
- Kumar, N. (2017). Busting the Myth on Cheques in Bahrain. Available: <https://www.tamimi.com/law-update-articles/busting-the-myth-on-cheques-in-bahrain/>.
- Mohammad, A.P. (2017). Bank duties in lieu of account owner and cheque owner and its sanctions. *Estação Científica (UNIFAP)*. Vol 7.
- Comez, C. (2012). *Banking and Finance*. Phindia: PHI Learning pvt ltd.
- Clifford, G. (2011). *Banking and Finance*. Phindia: PHI Learning pvt ltd.
- Baban, H. (2012). *Law of banking institution and operations*. (2nd ed.). University of Bahrain Press: Department of Private Law.
- Ilter, C. (2017). Cheque Kiting? I have an idea!!. *Journal of financial crime*, 25, 2.
- Chitrodia, R. B. (2008). Banks liable in cheque forgery cases. Available: <https://economictimes.indiatimes.com/industry/banking/finance/banking/banks-liable-in-cheque-forgery-cases/articleshow/3278200.cms>.
- Nammour, M. (2013). Check you cheques to avoid being defrauded. Available: <https://www.khaleejtimes.com/nation/crime/check-your-cheques-to-avoid-being-defrauded>.
- Labonte, J. (2007). The truth about check fraud. Amazon: Lulu.com.
- Waite, M. (2013). Check fraud and the common law: At the intersection of negligence and the uniform commercial code. *BCL REV (Boston College Law Review)*, 2205, p. 54.

- Gupta, H. (2011). *Practical banking in India*. New Delhi: Gyan Publishing House.
- Romano, V. G. (2014). Banks and banking—Liability of bank paying check. *St. John's Law Review*, 8.
- Al-Dbisi, M. (2007). *Issues practical application of cheque rules*. Egypt: Dar-al-Jabidah. Book published in Arabic.
- Pheng, L. M. & Samen, D. (2006). *Banking Law*. (3rd ed.). Malaysia: :LexisNexis Malaysia.
- Mehta, K. (2016). *Fence the fraud: A practical guide to prevent bank frauds (Cheque and Cards)*. Amazon: Notion press.
- Kylan, M. A. (2008). *Encyclopedia and commercial banking*. (2nd ed.) Oman: Jordan book published in Arabic.
- Hilti, M. H. A. (2016). *Bahraini Panel Code*. (1st Ed.) Bahrain University Press: Book published in Bahrain university in Arabic.