

# Third Edition 2006



# The Negotiable Instruments Act [XXVI of 1881]

Third Edition 2006

**Dhaka Law Reports** 

Price Tk. 200

Published by Esrarul Huq Chowdhury

Printed at Al-Yakub Press 264 Malibagh, Dhaka–1217 Mobile : 017-1168-8860 3k, 70g Apr Pre, Dia No '08, Repri

### Preface to 3rd edition

It is encouraging to note that DLR is going to publish the Negotiable Instrument Act, 1881 with updated amendment being 3rd edition. The Second edition was published in April 2003 and the whole stock has been sold out within a very short time.

We shall be happy if the publication is found useful to our valued reader and patrons. Suggestions for improvements of the book will be highly appreciated.

Publisher

Dhaka March, 2006 2K 70g RC Jap Dia

### Preface to 2nd edition

The first edition of the book was published in January 2002 and the whole stock was sold out within a very short time.

Now to meet the increasing demand for the book the second edition is being published with decisions upto April 2003 along with the decisions of the Indian jurisdiction.

Negotiable Instruments Act as an important branch of law concerns all in their Banking transaction and we hope this amended edition will meet the demand and necessities of all concerned among the public and the legal profession.

Dhaka April, 2003 K 80g Ger Haris Publisher

## Preface to 1st edition

It is most heartening to note that the DLR is going to publish another important publication viz "The Negotiable Instruments Act, 1881" with updated amendment in the DLR series.

It is needless to point out that this publication is the outcome of persistent demand from our valued patrons because of its significance in regulating social peace and order with regard to litigation having claims and counter-claims in the financial institution. Nowadays the society is much complex and for this reason the necessity of such type of publication is immense. Having understood the situation for a dependable book DLR has taken a venture in publishing the book so that professionals could get some relief.

This statute was enacted long before the year in 1881, since then, a few amendments and insertion/substitution has taken place, special mention to be the sections 138 to 141 which have been substituted at the end of the book there of dishonour of cheque and consequential punishment. In course of long period from 1881 to 2001 for about 120 years, this law has been enriched, expanded and harmonised with legislative intent by judicial pronouncements of the superior courts. The acute want of a dependable book with analytical exposition of law has prompted us to undertake the arduous task of such compilation. The task of editing is unique, incorporating important decisions of the High Court Division of the Supreme Court as well as Appellate Division of the Supreme Court.

Attempts have been made to make the publication useful for the judges, lawyers and the Readers interested in the subject matter and we do hope that this publication will be of tremendous and substantial help to all in course of day-to-day busy life.

The techniques adopted in the compilation work have been derived from the technique set by our Founder Editor, late Mr Obaidul Huq Chowdhury for which we are greatly indebted to him. It is a great privilege for us to take the citation of AIR, CWN, PLD, etc for which we have consulted the works of eminent authors of international repute like Shawkat Mahmood, etc. to whom we are also indebted.

We gratefully acknowledge the service rendered by Mr MA Sattar, M Com LLB, Advocate Supreme Court and Mr Mohammad Shibli Sadeque LLB (Hons) & LLM, Advocate Supreme Court for the compilation work.

Equally we express our sincere thanks to Mr Rahmatullah Sarker BA, LLB, Advocate, Supreme Court for his stupendous job rendered to have a mistake freepublication. DLR also owes many thanks to Mr Kamal Hossain, Computer-in-charge who also took much pains in getting the publication composed and printed with utmost care.

We shall feel happy if the publication can be found useful by the valued Readers. Suggestions for improvements of the book will be highly appreciated.

Dhaka January, 2002 K NPI

Publisher

### The Negotiable Instruments Act

[XXVI of 1881]

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