IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR.JUSTICE MOHAMMED NIAS C.P.

MONDAY, THE 20TH DAY OF JULY 2026 / 29TH ASHADHA, 1948

RFA NO. 780 OF 2011

AGAINST THE JUDGMENT AND DECREE DATED 31.03.2011 IN OS NO.342 OF 2009 OF I ADDITIONAL SUB COURT,ERNAKULAM

APPELLANTS/DEFENDANTS:

1. **M/S. GISA INTERNATIONAL FOR CONSULTANCY SERVICE, PONEKARA,OPPOSITE PONEL CHURCH, ERNAKULAM DISTRICT, REPRESENTED BY AUTHORIZED PERSON**

2. **GILBERT M.A**
MALIAKKAL HOUSE, GISA BHAVAN,PONEKKARA, OPPOSITE PONEL CHURCH, ERNAKULAM DISTRICT

3. **SADHANA W/O.GILBERT**
MALIAKKAL HOUSE, GISA BHAVAN,PONEKKARA, OPPOSITE PONEL CHURCH, ERNAKULAM DISTRICT

BY ADV SRI.P.MARTIN JOSE

RESPONDENT/PLAINTIFF:

SHIBU.V.P.
AGED 39 YEARS
S/O.PRABHAKARAN, KARTHIKA NIVAS, MADATHIKKATTIL ROAD, NORTH H.M.T COLONY, KALAMASSERI P.O, ERNAKULAM DISTRICT PIN 683 109

BY ADVS.
SRI.PEEYUS A.KOTTAM
SHRI. HRITHWIK D. NAMBOOTHIRI

THIS REGULAR FIRST APPEAL HAVING BEEN FINALLY HEARD ON 02.07.2026, ALONG WITH RFA.788/2011 AND CONNECTED CASES, THE COURT ON 20.7.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR.JUSTICE MOHAMMED NIAS C.P.

MONDAY, THE 20TH DAY OF JULY 2026 / 29TH ASHADHA, 1948

RFA NO. 788 OF 2011

AGAINST THE JUDGMENT AND DECREE DATED 31.03.2011 IN OS NO.343 OF 2009 OF I ADDITIONAL SUB COURT,ERNAKULAM

APPELLANTS/DEFENDANTS:

1. **M/S. GISA INTERNATIONAL FOR CONSULTANCY SERVICE, PONEKARA,OPPOSITE PONEL CHURCH, ERNAKULAM DISTRICT, REPRESENTED BY AUTHORIZED PERSON**

2. **GILBERT.M.A**
   MALIAKKAL HOUSE,GISA BHAVAN,PONEKKARA,OPPOSITE PONEL CHURCH,ERNAKULAM DISTRICT.

3. **SADHANA**
   W/O.GILBERT,MALIAKKAL HOUSE,GISA BHAVAN, PONEKKARA,OPPOSITE PONEL CHURCH,ERNAKULAM DISTRICT.

BY ADV SRI.P.MARTIN JOSE

RESPONDENT/PLAINTIFF:

M.A.SHAMEER
AGED 32 YEARS
S/O.ABDUL KAREEM,MULLASSERIL HOUSE,VAZHAKKALA SOUTH, KAKKANADU PO,ERNAKULAM DISTRICT,PIN 682 030.

BY ADVS.
SHRI. HRITHWIK D. NAMBOOTHIRI
SRI.PEEYUS A.KOTTAM

THIS REGULAR FIRST APPEAL HAVING BEEN FINALLY HEARD ON 02.07.2026, ALONG WITH RFA.780/2011 AND CONNECTED CASES, THE COURT ON 20.07.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR.JUSTICE MOHAMMED NIAS C.P.

MONDAY, THE 20TH DAY OF JULY 2026 / 29TH ASHADHA, 1948

RFA NO. 792 OF 2011

AGAINST THE JUDGMENT AND DECREE DATED 31.03.2011 IN OS NO.341 OF 2009 OF I ADDITIONAL SUB COURT,ERNAKULAM

APPELLANTS/DEFENDANTS:

1 **M/S. GISA INTERNATIONAL FOR CONSULTANCY SERVICE, PONEKARA,OPPOSITE PONEL CHURCH, ERNAKULAM DISTRICT, REPRESENTED BY AUTHORIZED PERSON**

2 **GILBERT.M.A**
MALIAKKAL HOUSE,GISA BHAVAN,PONEKKARA,OPPOSITE PONEL CHURCH,ERNAKULAM DISTRICT.

3 **SADHANA**
W/O.GILBERT,MALIAKKAL HOUSE,GISA BHAVAN, PONEKKARA,OPPOSITE PONEL CHURCH,ERNAKULAM DISTRICT.

BY ADV SRI.P.MARTIN JOSE

RESPONDENT/PLAINTIFF:

JOSE.K. ABRAHAM
AGED 46 YEARS, S/O. ABRAHAM, KARIKKOTTUMYALIL HOUSE KUZHIYARA DESOM, THIRUVANIYOOR VILLAGE, ERNAKULAM DISTRICT - 682308.

BY ADV SRI.PEEYUS A.KOTTAM

THIS REGULAR FIRST APPEAL HAVING BEEN FINALLY HEARD ON 02.07.2026, ALONG WITH RFA.780/2011 AND CONNECTED CASES, THE COURT ON 20.07.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR.JUSTICE MOHAMMED NIAS C.P.

MONDAY, THE 20TH DAY OF JULY 2026 / 29TH ASHADHA, 1948

RFA NO. 798 OF 2011

AGAINST THE JUDGMENT AND DECREE DATED 31.03.2011 IN OS NO.232 OF 2009 OF I ADDITIONAL SUB COURT,ERNAKULAM

APPELLANTS/DEFENDANTS:

1 M/S. GISA INTERNATIONAL FOR CONSULTANCY SERVICE, PONEKARA,OPPOSITE PONEL CHURCH, ERNAKULAM DISTRICT, REPRESENTED BY AUTHORIZED PERSON

2 GILBERT.M.A
MALIAKKAL HOUSE,GISA BHAVAN,PONEKKARA,OPPOSITE PONEL CHURCH,ERNAKULAM DISTRICT.

3 SADHANA
W/O.GILBERT,MALIAKKAL HOUSE,GISA BHAVAN, PONEKKARA,OPPOSITE PONEL CHURCH,ERNAKULAM DISTRICT.

BY ADV SRI.P.MARTIN JOSE

RESPONDENT/PLAINTIFF:

MR.SUNNY.P.P.
AGED 41 YEARS, S/O.LATE PATHROSE, PUTHENPURACKAL HOUSE, KUREEKAD P.O., THIRUVANKULAM, ERNKAULAM DISTRICT, PIN 682305

BY ADVS.
SRI.PEEYUS A.KOTTAM
SHRI. HRITHWIK D. NAMBOOTHIRI

THIS REGULAR FIRST APPEAL HAVING BEEN FINALLY HEARD ON 02.07.2026, ALONG WITH RFA.780/2011 AND CONNECTED CASES, THE COURT ON 20.07.2026 DELIVERED THE FOLLOWING:

MOHAMMED NIAS C.P., J.

....

R.F.A. Nos.780, 788, 792 & 798 of 2011

....

Dated this the 20th day of July, 2026

JUDGMENT

These four Regular First Appeals arise out of the common judgment and decree dated 31.3.2011 passed by the Court of the Sub Judge, Ernakulam, in O.S. Nos.343 of 2009, 341 of 2009, 342 of 2009, and 232 of 2009. Since the parties, pleadings, evidence, and issues involved in all the suits are substantially the same, the suits were jointly tried, treating O.S. No.343 of 2009 as the leading case. Hence, these appeals are also disposed of by this common judgment.

2. The appellant is the defendant in all the suits. The respondents, who are the respective plaintiffs, instituted the above suits for the realisation of amounts allegedly covered by different cheques issued by the defendants towards the refund of amounts paid by them in connection with overseas employment arranged through Global Employment Consultancy (GEC).

3. In O.S. No.343 of 2009 (R.F.A. No.788 of 2011), the plaintiff alleged that pursuant to Ext.A6 preliminary confirmation of employment dated 04.05.2006, he paid Rs.50,000/- to the defendants towards service charges, evidenced by Ext.A7 receipt dated 21.06.2006. It is further alleged that, as instructed by the defendants, he opened an account with SBI CCPC, Ernakulam

Branch, and remitted a total sum of Rs.2,47,404/- directly to the account of Global Employment Consultancy in two instalments, namely Rs.2,25,334/- on 19.06.2006 and Rs. 22,070/- on 10.01.2008, for which Ext.A8 corporate receipt was issued by GEC. Since he did not obtain the promised employment visa, the defendants allegedly agreed to refund the amount and paid Rs. 60,000/- in cash. Towards the balance amount, Ext.A1 cheque dated 15.03.2009 for Rs. 2,38,861/- was allegedly issued. The cheque was dishonoured on presentation, giving rise to the suit.

4. In O.S. No.341 of 2009 (R.F.A. No.792 of 2011), the plaintiff contended that pursuant to the Ext. A20 preliminary confirmation of employment, paid Rs.50,000/- towards service charges on 19.03.2006, and received a receipt dated 28.09.2006. He thereafter remitted Rs.2,45,370/- directly to GEC in two instalments, namely Rs.2,22,370/- on 12.10.2006 and Rs.23,000/- on 10.01.2008, evidenced by Ext.A19 corporate receipt. According to him, after the failure to secure employment abroad, the defendants refunded Rs.60,000/- in cash and thereafter issued Ext.A13 cheque dated 30.03.2009 for Rs.2,98,861/- towards full and final settlement. The cheque having been dishonoured, the suit was instituted.

5. In O.S. No.342 of 2009 (R.F.A. No.780 of 2011), the plaintiff, alleged that pursuant to Ext.A37 preliminary confirmation of employment dated 04.05.2006, he paid Rs. 50,000/- towards service charges and thereafter remitted

Rs.2,96,480/- directly to GEC in two instalments, namely Rs.2,27,914/- on 27.06.2006 and Rs.46,397/- on 21.12.2007, evidenced by Ext.A35 corporate receipt. It is his case that after the employment proposal failed, the defendants refunded Rs.80,000/- in cash and issued Ext.A28 cheque dated 20.03.2009 for Rs.2,38,861/-, which was dishonoured on presentation.

6. In O.S. No.232 of 2009 (R.F.A. No.798 of 2011), the plaintiff, alleged that pursuant to the preliminary confirmation of employment, he paid Rs.50,000/- towards service charges and thereafter remitted Rs. 2,47,404/- directly to GEC in two instalments, namely Rs. 2,25,334/- on 19.06.2006 and Rs. 22,070/- on 10.01.2008, for which Ext.A44 corporate receipt dated 28.06.2006 was issued. According to him, the defendants refunded Rs. 60,000/- in cash and subsequently issued Ext.A39 cheque dated 28.02.2009 for Rs. 2,38,861/- towards settlement. The dishonour of the cheque resulted in the institution of the suit.

7. The defendants filed separate written statements raising substantially identical contentions. They contended that the third defendant was only an authorised agent of Global Employment Consultancy (GEC) carrying on business under the name and style GISA International, and that GEC was a necessary party to the suits. According to the defendants, except for the service charges, all other amounts were remitted directly by the plaintiffs to GEC through bank transfer and were never received by the defendants. It was further contended that the service charges had already been refunded.

8. The defendants denied having voluntarily issued the disputed cheques and asserted that the cheques were obtained through threat, coercion, and police intervention. It was also specifically pleaded that the alleged signatory to the cheques was in judicial custody from 26.02.2009 to 12.05.2009, while the cheques were presented. They accordingly prayed for dismissal of the suits.

9. On the above pleadings, the trial court framed the following common issues for consideration:

(i) Whether the suits are maintainable?

(ii) Whether the suits are bad for non-joinder of necessary parties?

(iii) Whether the plaintiffs are entitled to the reliefs claimed?

(iv) Costs and Relief?

The following additional issues were also framed:

(i) Whether the cheques in question were issued under threat, coercion or duress?

(ii) Whether the plaintiffs are entitled to recover the amounts from the cheques?

10. Since O.S. No.343 of 2009 was treated as the leading case, common evidence was recorded therein. Examined PWs 1 to 4 and marked Exts.A1 to A53 on the side of the plaintiffs. On the side of the defendants, examined DW1 and marked Exts.B1 to B27.

11. Upon appreciation of the oral and documentary evidence, the trial court decreed all the suits. Aggrieved thereby, the defendants have preferred these appeals.

12. The learned counsel for the appellants, Sri. Martin Jose argues that the defendants acted only as agents to facilitate the plaintiffs' attempt to secure employment abroad and collected only a service charge. All the other amounts were admittedly paid by the plaintiffs directly to GEC. The plaintiffs obtained the cheques from the police, who took them from the defendants under threat and duress, and they were presented when defendants 2 and 3 were in jail between 26.02.2009 and 12.05.2009. The plaint is totally silent as to who gave the cheques, what was the nature of the settlement, how the amounts were quantified, or even the date of issuance of the cheques. Except for the self-serving evidence of the plaintiffs, there is nothing on record to substantiate their contentions.

13. It is argued that only the signatures on the cheques were admitted with no due execution, and therefore no presumption under the Negotiable Instruments Act would apply. The learned counsel also relied on the provisions of Section 118(2), Section 46, 47, and 50 of the Negotiable Instruments Act in support of his contentions. It is further argued that, as the privity of contract was between the plaintiffs and the principal, GEC was a necessary party to the suits.

14. Learned counsel also argues, based on Section 230 of the Contract Act, that the plaintiffs' claim ought to have been made against the principal for the payments made directly to them and for which corporate receipts were admittedly issued, and thus no claim could have been made against the appellants. It is also argued that Ext A53 is inadmissible as, admittedly, it was issued by a third person who gave a printout to PW4. In the absence of examination of the person who gave Ext A53 and in the lack of the certification under Section 65B of the Evidence Act, Ext A53 was clearly inadmissible, and the trial Court erred in relying on the same. He also relied on the judgments in **Khushalbhai Mahijibhai Patel v. A. firm of Mohammadhussain Rahimbux [1980 KHC 449 SC]** and **James Machintosh and Co. Pvt. Ltd. v. Shree Yamuna Milk Co. Ltd. [1990 KHC 365]** to support his contentions.

15. Opposing the arguments of the accused, Sri. Peeyus A. Kottam, on behalf of the plaintiffs in RFA 788, 792, 780, 798 of 2011, contended that the plaintiffs had clearly admitted in the reply to the lawyer notices that the first defendant was the authorised agent and the only person in Kerala to be contacted for dealings with the GEC. It is also argued that the cheques were issued after settling the dispute and after making part payment, and therefore, Section 28 of the Negotiable Instruments Act is attracted. There is no case for the agent/defendants that the cheques were issued without undertaking any personal responsibility. Under such circumstances, the principal, whose

whereabouts are not known to the plaintiffs, could not have been impleaded as a party.

16. It is also argued that the issuance of the cheques is admitted in the reply notice, and their only contention was that the same was issued under threat or duress. There was no such plea in the written statement as to how a threat or duress happened, and whether they had taken any steps against such an alleged illegal act of forcing them to issue cheques. The amounts were transferred to the principal on the directions of the defendants and into the bank accounts suggested by them. It has also come out in evidence that at the relevant time the plaintiffs did not have their requisite statutory licences. Even the application for a licence was submitted only on 05.07.2006, and the same was granted only on 02.03.2007. Thus, it is a case where the plaintiff committed fraud by acting as an agent and extorting money.

17. As regards the quantum of amount which is the subject matter of the cheques, there cannot be any dispute, as only the money transferred to the principal was claimed in the suit and it stands proved through the receipts, bank accounts, and the statements. The cheques were also issued before the arrest, and nothing prevented the defendants from lodging a complaint if it was actually taken under threat of duress. That the cheques were issued is admitted by the defendant as DW1. Thus, it is clear that post-dated cheques were issued, though it was presented when the defendants were allegedly in jail. When the

issuance of the cheques is admitted, the question as to who issued the cheques or in whose handwriting the instrument was written is relevant. Since no details of the alleged threat have been pleaded, the same need not be considered. It is also argued that the disputes began only in February and thereafter, while the cheques were issued in the month of January, as spoken to by PW4. The learned counsel also relied on the judgment in **Link International and another v. Mandya National Paper Mills Ltd. [2004 KHC 1454]** to support his submissions.

18. The point for determination is whether the appellants had executed the cheques in question and whether the appellants have the liability to pay the amounts claimed to the respondents /plaintiffs.

19. I have considered the rival submissions and perused the records.

20. The principal contention of the appellants is that they were only agents of Global Employment Consultancy (GEC) and that, except for the service charges, all other amounts were paid directly by the plaintiffs to GEC. It is therefore contended that no liability can be fastened upon the appellants and that GEC was a necessary party to the suits. This contention cannot be accepted. It is to be noted that the defendants 1 to 3 had admitted in the reply notice that they are the sole authorised agents in Kerala by GEC. Moreover, the amounts were transferred to GEC only on the instructions issued by defendants 1 to 3. The evidence of PWs.1 to 4, read along with Exts.A6, A20, A35 and the connected

documents, clearly establishes that the plaintiffs approached only the defendants based on their representation, paid the service charges to them, obtained the preliminary employment confirmations through them and transferred the balance amounts only because of the directions issued by them. There is absolutely no material to show that the plaintiffs had any independent dealings with GEC. At this juncture, it is pertinent to note the pleading of the plaintiff that there was no statutory licence for the first defendant at the relevant time, as their application was made only on 05.07.2006 and the licence was granted on 02.03.2007. In view of the above, whether the defendants could have carried on the business itself is in doubt.

21. As regards the argument based on Section 230 of the Contract Act, it is to be noted that no documents were produced by defendants 1 to 3 giving the full address of the alleged principal. There is no case that, apart from transferring the amounts to GEC as directed by defendants 1 to 3, of course, after the issuance of a letter of confirmation, there was any correspondence between the plaintiffs and GEC. The principle under Section 230 of the Contract Act is that where the principal is undisclosed, not properly identified, or incapable of being sued, the agent incurs personal liability. Equally, a contracting party cannot be expected to repose exclusive reliance on a foreign principal whose identity has not been properly disclosed or whose legal existence cannot be verified. It is only where the principal is disclosed and capable of being

impleaded that the agent ordinarily escapes personal liability. Conversely, where the principal is not disclosed, is non-existent, or otherwise cannot be proceeded against, the liability falls upon the agent who entered into the transaction. In the present case, the defendants have failed to disclose the identity of the alleged principal in a manner known to law, and the materials on record do not establish that GEC was a legal entity capable of being sued. The defendants are, therefore, not entitled to claim the protection under Section 230 of the Indian Contract Act. (See: **Aramukhan Nayadi v. Chandu Kunhiraman [1957 KHC 212], James Machintosh and Co. Pvt. Ltd. v. Shree Yamuna Milk Co. Ltd. [1990 KHC 365], Midland Overseas v. M.V. "CMBT Tana" and others [1999 KHC 3003], Nagnath Kaulwar and Sons v. M/s. Govindram Shyamsunder [2004 KHC 3371], Cochin Frozen Food Exports (P) Ltd. v. Vanchinad Agencies and others [2004 KHC 1975]** and **Link International and another v. Mandya National Paper Mills Ltd. [2004 KHC 1454]).**

22. Even otherwise, Section 28 of the Negotiable Instruments Act also answers the contention of the appellants. In **Sivagurunatha Pillai v. Padmavathi Ammal and another [AIR 1941 Mad 417 (FB)]**, the Full Bench held that the liability under Section 28 has to be determined from the instrument itself and that the Court cannot look beyond the negotiable instrument to ascertain whether the maker intended to exclude personal liability. The same principle was reiterated in **M. Mahadevan Pillai v. Vedavalli**

Ammal [1991 SCC OnLine Mad 223], wherein it was held that an agent who signs a promissory note, bill of exchange or cheque without indicating therein that he signs as an agent or that he does not intend to incur personal responsibility is personally liable on the instrument. It was further held that mere knowledge on the part of the holder that the executant was acting as an agent does not absolve the executant of personal liability, and that the only exception under Section 28 is where the holder induced the maker to sign on the belief that the principal alone would be liable, which must be specifically pleaded and proved. In the present case, the disputed cheques do not indicate that the defendants signed them merely as agents of GEC or that they intended to exclude personal liability. There is also no pleading or evidence that the plaintiffs induced the defendants to sign the cheques on the understanding that only GEC would be liable. Therefore, even assuming that the defendants were acting as agents of GEC, they cannot avoid personal liability on the cheques.

23. The specific case of the defendants is that the cheques have been issued under threat by the police. The signature and the execution of the cheques as such are admitted. The written statement also does not contain the details of the alleged threat/duress of the police by which the cheques were handed over. There is nothing on record to show that any complaint was made to any authority regarding the police action in forcing the defendants to hand over the cheques. The mere fact that defendants 2 and 3 were subsequently in

judicial custody does not probabilise the defence, particularly when the plaintiffs' case is that the cheques were issued before their arrest. No material has been produced to establish that the cheques were in fact executed during the period of judicial custody. It is also to be noted that money was transferred to GEC on instructions from defendants 1 to 3. The defence here is only that the cheques were issued under threat. Such facts were within the exclusive knowledge of the defendants, and the burden to establish the same rested entirely upon them. That burden has not been discharged.

24. Much emphasis was laid by the learned counsel for the appellants on the contention that only the signatures on the cheques were admitted and therefore there was no due execution of the negotiable instruments to attract the statutory presumptions under the Negotiable Instruments Act. I am unable to agree. In the present case, the execution and delivery of the cheques are not in dispute. The only defence raised is that the cheques were issued under coercion. Such a defence necessarily admits the execution and delivery of the instruments while attempting to avoid their legal consequences. Once execution stands admitted, the presumptions available under Sections 118(a) and 139 of the Negotiable Instruments Act come into operation. It was therefore incumbent upon the defendants to rebut those presumptions by leading satisfactory evidence to substantiate the defence taken. Except for the interested testimony of DW1, no acceptable evidence has been adduced to probabilise the defence. In

Dr. Jyothi Prasad Bhat v. K. Sundara Rajan & Ors. (2013 (3) KHC 141), this Court rejected a similar defence where the accused alleged that the police had forcibly obtained his signature on the cheque. The Court held that the plea was only a bald allegation unsupported by any evidence, noting that the accused had failed to produce any contemporaneous complaint or other material establishing coercion. It was therefore held that such an unsubstantiated plea was insufficient to rebut the statutory presumptions arising in favour of the holder of the cheque. The same principle applies here, as the accused has failed to produce any reliable material to establish that the cheque was obtained under threat or coercion. The execution and delivery of the cheques stand duly proved by the evidence on record, and the defendants have failed to establish their plea that the cheques were obtained under police coercion. Once execution and delivery are proved, the controversy is not one relating to the mode of delivery, negotiation or endorsement contemplated under Sections 46, 47 and 50 of the Negotiable Instruments Act. Those provisions, therefore, have no application to the facts of the present case and do not advance the case of the appellants.

25. As regards Ext. A53, which is issued by GEC, the appellants argued that the same is not admissible in view of Section 65B of the Indian Evidence Act. Even if Ext.A53 is excluded from consideration, the payments made by the plaintiffs stand independently, proved by the bank records, passbooks,

corporate receipts, and the oral evidence of PWs.1 to 4, and the decree does not rest solely upon the said document.

26. The contention that the plaints do not specifically plead the circumstances under which the settlement was arrived at, or the cheques were handed over, also deserves rejection. The pleadings, read as a whole, disclose that after the failure of the promised overseas employment, the defendants agreed to refund the amounts received and, in part performance thereof, made certain cash payments and thereafter issued the respective cheques towards the balance amounts. These acts surely were what led to the issuance of the cheques in question.

27. The trial court found that the evidence on record indicates that the amounts were deposited by the plaintiffs in their bank accounts and were transferred to Siam Commercial Bank, Bangkok, Thailand, as instructed by the defendants. A part of the amount was given to the defendants directly, and the remaining part of the amount was deposited by the plaintiffs in their accounts and subsequently transferred to a bank in Bangkok, i.e., it was collected at the instance of the defendants. Exts.B9, B20, B24, and B27 e-mails were found not sufficient to prove that the plaintiffs had been dealing directly with GEC.

28. The trial court found that the plaintiffs acted solely on the representations and instructions of the defendants, that there existed an implied contract between the plaintiffs and the defendants, and that the credit was given

exclusively to the defendants. It was further found that the defendants had failed to properly disclose the identity and address of the alleged principal or establish that it was capable of being sued, and, therefore, Section 230 of the Indian Contract Act had no application. Consequently, the trial court found that GEC was not a necessary party to the suits. The trial court further found that the defendants had failed to adduce any acceptable evidence to establish that the cheques were obtained under duress and that the defendant's case in this regard was an afterthought. The trial court accepted the plaintiffs' evidence regarding the settlement and issuance of the cheques and found that the defendants had agreed to settle the claims after failing to provide the promised employment visa. The cheques had been issued towards settlement of the plaintiffs' claims and were returned due to the insufficiency of funds in the account of the defendants. Accordingly, the trial court held that the plaintiffs were entitled to recover the cheque amounts and that the defendants were personally liable.

In the above circumstances, the findings recorded by the Trial Court are based upon a proper appreciation of the pleadings, oral evidence, and documentary evidence. I therefore find no reason to interfere with the common judgment and decrees passed by the court below.

Accordingly, the appeals are dismissed.

Sd/-

MOHAMMED NIAS C.P.
JUDGE

okb/

Judgment reserved	02/7/26
Date of Judgment	20/7/26
Judgment dictated	3/7/26
Draft judgment placed	10/7/26
Final judgment uploaded	20/7/26