

CHINESE

中英文对照法律类编

票 据 法

NEGOTIABLE INSTRUMENT LAW

中国法制出版社

ENGLISH

图书在版编目 (CIP) 数据

中英文对照法律类编/中国法制出版社编. —北京:
中国法制出版社, 2002.12

ISBN 7-80182-053-3

I. 中… II. 中… III. 法律-汇编-中国
-汉、英 IV. D920.9

中国版本图书馆 CIP 数据核字 (2002) 第 095110 号

中英文对照法律类编

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经销/新华书店

印刷/河北省涿州市新华印刷厂

开本/880×1230 毫米 32

印张/3.25 字数/62 千

版次/2003 年 1 月第 1 版

2003 年 1 月第 1 次印刷

中国法制出版社出版

书号 ISBN 7-80182-053-3/D·1019

总定价: 800.00 元

本册定价: 10.00 元

北京西单横二条 2 号 邮政编码 100031

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发行部电话: 66062752

编辑部电话: 66032924

邮购部电话: 66033288

读者俱乐部电话: 66026596

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务委员会第十三次会议通过 1995年5月10日
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年1月1日起施行)

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China Legal Publishing House

中华人民共和国票据法

(1995年5月10日第八届全国人民代表大会常务委员会第十三次会议通过 1995年5月10日中华人民共和国主席令第49号公布 自1996年1月1日起施行)

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Law of the People's Republic of China on Negotiable Instruments

(Adopted at the 13th Meeting of the Standing Committee of the Eighth National People's Congress on May 10, 1995, promulgated by Order No. 49 of the President of the People's Republic of China on May 10, 1995, and effective as of January 1, 1996)

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Chapter I General Provisions

Article 1 This Law is enacted to regulate acts involving negotiable instruments, protect the lawful rights and interests of parties engaged in activities involving negotiable instruments, maintain public and economic order and promote the development of the socialist market economy.

Article 2 This Law shall apply to activities, involving negotiable instruments, that are carried on within the territory of the People's Republic of China.

本法所称票据，是指汇票、本票和支票。

第三条 票据活动应当遵守法律、行政法规，不得损害社会公共利益。

第四条 票据出票人制作票据，应当按照法定条件在票据上签章，并按照所记载的事项承担票据责任。

持票人行使票据权利，应当按照法定程序在票据上签章，并出示票据。

其他票据债务人在票据上签章的，按照票据所记载的事项承担票据责任。

本法所称票据权利，是指持票人向票据债务人请求支付票据金额的权利，包括付款请求权和追索权。

本法所称票据责任，是指票据债务人向持票人支付票据金额的义务。

第五条 票据当事人可以委托其代理人在票据上签章，并应当在票据上表明其代理关系。

没有代理权而以代理人名义在票据上签章的，应当由签章人承担票据责任；代理人超越代理权限的，应当就其超越权限的部分承担票据责任。

第六条 无民事行为能力人或者限制民事行为能力人在票据上签章的，其签章无效，但是不影响其他签章的效力。

第七条 票据上的签章，为签名、盖章或者签名加盖章。

法人和其他使用票据的单位在票据上的签章，为该法人或者该单位的盖章加其法定代表人或者其授权的代理人的签章。

在票据上的签名，应当为该当事人的本名。

第八条 票据金额以中文大写和数码同时记载，二者必须一致，二者不一致的，票据无效。

第九条 票据上的记载事项必须符合本法的规定。

The term “negotiable instrument” as used in this Law means bill of exchange, promissory note and cheque.

Article 3 In activities involving negotiable instruments, people shall comply with law, and administrative rules and regulations and shall not jeopardize public interests.

Article 4 When making a negotiable instrument, the drawer shall sign it pursuant to the requirements prescribed by law and shall be liable according to its tenor.

When exercising the rights on a negotiable instrument, the holder shall sign it according to legal procedures and present it.

Other debtors signing the instrument shall be liable according to its tenor.

The right on a negotiable instrument as used in this Law means the right of a holder to demand from the person liable for the negotiable instrument payment of the sum payable by the instrument, including the right of claim for payment and the right of recourse.

Liability on a negotiable instrument as used in this Law means the obligation of a debtor to pay the sum payable by the instrument to the holder.

Article 5 A party to a negotiable instrument may authorize his agent to sign the instrument and the agency relationship shall be indicated thereon.

A person who without authorization signs a negotiable instrument in the name of an agent shall be liable for the instrument. If an agent goes beyond the authorization, he shall be liable for the instrument to the extent where he exceeds the authorization.

Article 6 If a person having no capacity or limited capacity for civil acts signs a negotiable instrument, the signature shall be null and void, but this shall not affect the effect of others' signatures.

Article 7 The signature on a negotiable instrument means an autograph, a seal or an autograph accompanied by a seal.

The signature put by a legal person or another entity issuing the negotiable instrument means the seal of the legal person or the entity accompanied by the signature of its legal representative or authorized agent.

The signature on a negotiable instrument shall be the true name of the party thereto.

Article 8 The sum on a negotiable instrument shall be specified in both capital Chinese characters and numerical figures, the two must be exactly the same. Otherwise, the instrument shall be null and void.

Article 9 The particulars specified on a negotiable instrument shall be in conformity with the provisions of this Law.

票据金额、日期、收款人名称不得更改，更改的票据无效。

对票据上的其他记载事项，原记载人可以更改，更改时应当由原记载人签章证明。

第十条 票据的签发、取得和转让，应当遵循诚实信用的原则，具有真实的交易关系和债权债务关系。

票据的取得，必须给付对价，即应当给付票据双方当事人认可的相对应的代价。

第十一条 因税收、继承、赠与可以依法无偿取得票据的，不受给付对价的限制。但是，所享有的票据权利不得优于其前手的权利。

前手是指在票据签章人或者持票人之前签章的其他票据债务人。

第十二条 以欺诈、偷盗或者胁迫等手段取得票据的，或者明知有前列情形，出于恶意取得票据的，不得享有票据权利。

持票人因重大过失取得不符合本法规定的票据的，也不得享有票据权利。

第十三条 票据债务人不得以自己与出票人或者与持票人的前手之间的抗辩事由，对抗持票人。但是，持票人明知存在抗辩事由而取得票据的除外。

票据债务人可以对不履行约定义务的与自己有直接债权债务关系的持票人，进行抗辩。

本法所称抗辩，是指票据债务人根据本法规定对票据债权人拒绝履行义务的行为。

第十四条 票据上的记载事项应当真实，不得伪造、变造。伪造、变造票据上的签章和其他记载事项的，应当承担法律责任。

票据上有伪造、变造的签章的，不影响票据上其他真实签章的效力。

The sum, date and the name of the payee of a negotiable instrument shall not be altered. An instrument with any alteration is null and void.

Other particulars on a negotiable instrument may be altered by the person who recorded them, but he shall verify the alterations by putting his signature thereto.

Article 10 The issue, acquisition and negotiation of an instrument shall follow the principle of good faith and reflect the true relationship of transaction and between the creditor and the debtor.

A negotiable instrument shall be acquired by payment of consideration, that is, the price corresponding to what is agreed upon by the two parties to the instrument.

Article 11 Acquisition of a negotiable instrument through taxation, inheritance or donation which, according to law, may be realized without payment shall be exempted from payment of consideration. However, the holder's rights to the instrument shall not exceed those of his prior parties thereto.

The term "prior parties" means other persons liable for a negotiable instrument who put their signatures thereon prior to the current signer or holder.

Article 12 A person who acquires a negotiable instrument by means of fraud, theft, or coercion, or, with knowledge of the aforementioned situations, acquires the instrument out of ill intention shall have no right thereon.

A holder who, by gross negligence, acquires a negotiable instrument that is not in conformity with the provisions of this Law, shall have no right thereon, either.

Article 13 A person liable for a negotiable instrument may not set up against the holder such defenses that are available as between himself and the drawer or between himself and the holder's prior party or parties, unless the current holder acquires the instrument with knowledge of the defenses.

A person liable for a negotiable instrument may set up defenses against the holder who has a direct creditor-debtor relationship with him and does not perform the obligations agreed upon.

"Defense" as used in this Law means refusal by a person liable for a negotiable instrument to perform his obligations to the creditor in accordance with the provisions of this Law.

Article 14 Particulars recorded on a negotiable instrument shall be truthful and shall not be forged or altered. Whoever forges or alters the signature or other particulars recorded on an instrument shall bear legal responsibility.

A forged or altered signature on a negotiable instrument shall not affect the effect of other true signatures thereon.

票据上其他记载事项被变造的，在变造之前签章的人，对原记载事项负责；在变造之后签章的人，对变造之后的记载事项负责；不能辨别是在票据被变造之前或者之后签章的，视同在变造之前签章。

第十五条 票据丧失，失票人可以及时通知票据的付款人挂失止付，但是，未记载付款人或者无法确定付款人及其代理付款人的票据除外。

收到挂失止付通知的付款人，应当暂停支付。

失票人应当在通知挂失止付后 3 日内，也可以在票据丧失后，依法向人民法院申请公示催告，或者向人民法院提起诉讼。

第十六条 持票人对票据债务人行使票据权利，或者保全票据权利，应当在票据当事人的营业场所和营业时间内进行，票据当事人无营业场所的，应当在其住所进行。

第十七条 票据权利在下列期限内不行使而消灭：

（一）持票人对票据的出票人和承兑人的权利，自票据到期日起 2 年。见票即付的汇票、本票，自出票日起 2 年；

（二）持票人对支票出票人的权利，自出票日起 6 个月；

（三）持票人对前手的追索权，自被拒绝承兑或者被拒绝付款之日起 6 个月；

（四）持票人对前手的再追索权，自清偿日或者被提起诉讼之日起 3 个月。

票据的出票日、到期日由票据当事人依法确定。

第十八条 持票人因超过票据权利时效或者因票据记载事项欠缺而丧失票据权利的，仍享有民事权利，可以请求出票人或者承兑人返还其与未支付的票据金额相当的利益。

Where other particulars recorded on a negotiable instrument have been altered, a signer thereto before the alteration is made shall be liable for the particulars originally recorded, a signer thereto after the alteration is made shall be liable for the altered particulars. Where it is hard to tell whether a signature is put before or after the alteration, it shall be deemed as one put before the alteration.

Article 15 In the event a negotiable instrument is lost, the person losing it may promptly notify the drawee of the loss for the latter to stop payment thereof, unless no drawee is recorded on the instrument or it is hard to identify the drawee or his agent.

The drawee who receives notice to stop payment of the lost instrument shall suspend its payment.

The person who loses the instrument shall, within three days after serving the stop-payment notice or after losing the instrument, apply to a People's Court according to law for making this exigency known to the public or bring an action in a People's Court.

Article 16 To exercise or preserve his rights on a negotiable instrument against the person who is liable for the instrument, the holder shall do it on the business premises of the party concerned and within the business hours, or at his domicile in the absence of business premises.

Article 17 The rights on a negotiable instrument lapse, unless exercised within the following time limits:

(1) two years from the date of maturity of the negotiable instrument for the holder against the drawer or acceptor; two years from the date of issue of a bill or a promissory note payable at sight for the holder against the drawer or acceptor;

(2) six months from the date of issue of a cheque for the holder against the drawer;

(3) six months from the date of non-acceptance or non-payment for the holder's right of recourse against the prior holders; or

(4) three months from the date of settlement or filing a lawsuit for the holder's right of re-recourse against the prior parties.

The date of issue and the date of maturity of a negotiable instrument shall be determined by the parties thereto according to law.

Article 18 The holder of a negotiable instrument who forfeits his rights thereon by reason of limitation of time or defects in specified particulars on the instrument still has civil rights and he is entitled to demand the drawer or acceptor to make a refund equivalent to the sum in the instrument not yet paid.

第二章 汇 票

第一节 出 票

第十九条 汇票是出票人签发的，委托付款人在见票时或者在指定日期无条件支付确定的金额给收款人或者持票人的票据。

汇票分为银行汇票和商业汇票。

第二十条 出票是指出票人签发票据并将其交付给收款人的票据行为。

第二十一条 汇票的出票人必须与付款人具有真实的委托付款关系，并且具有支付汇票金额的可靠资金来源。

不得签发无对价的汇票用以骗取银行或者其他票据当事人的资金。

第二十二条 汇票必须记载下列事项：

- (一) 表明“汇票”的字样；
- (二) 无条件支付的委托；
- (三) 确定的金额；
- (四) 付款人名称；
- (五) 收款人名称；
- (六) 出票日期；
- (七) 出票人签章。

汇票上未记载前款规定事项之一的，汇票无效。

第二十三条 汇票上记载付款日期、付款地、出票地等事项的，应当清楚、明确。

汇票上未记载付款日期的，为见票即付。

汇票上未记载付款地的，付款人的营业场所、住所或者经常居住地为付款地。

汇票上未记载出票地的，出票人的营业场所、住所或者经常居住地为出票地。

第二十四条 汇票上可以记载本法规定事项以外的其他出票事项，但是该记载事项不具有汇票上的效力。

Chapter II Bills of Exchange

Section 1 Issue

Article 19 A bill of exchange is a negotiable instrument, signed and issued by the drawer, who authorizes the drawee to pay unconditionally a sum certain in money to the payee or the holder at sight or on a specified date.

Bills of exchange include banker's bills and commercial bills.

Article 20 "Issue" means a drawer's signing of a bill of exchange and delivering of it to the payee.

Article 21 The drawer of a bill of exchange must maintain a bona fide relationship of entrusted payment with the drawee and have a reliable source of funds to pay the amount of sum on the bill.

No one may sign and issue bills of exchange without consideration to defraud fund from a bank or other parties to the bills.

Article 22 The following particulars shall be specified on a bill of exchange:

- (1) words expressing it to be a bill of exchange;
- (2) an unconditional order to pay;
- (3) a sum certain in money;
- (4) name of the drawee;
- (5) name of the payee;
- (6) date of issue; and
- (7) signature of the drawer.

A bill of exchange is void if any of the above-mentioned particulars is not specified thereon.

Article 23 The date of payment, place of payment and place of issue, if specified on a bill of exchange, shall be legible and unambiguous.

If the date of payment is not specified on a bill of exchange, the bill is payable at sight.

If the place of payment is not specified on a bill of exchange, the business premises, domicile or habitual residence of the drawee is the place of payment.

If the place of issue is not specified on a bill of exchange, the business premises, domicile or habitual residence of the drawer is the place of issue.

Article 24 Particulars relating to the issue of a bill of exchange other than those stipulated by this Law may be specified on a bill, however, such particulars shall have no effect on the bill.

第二十五条 付款日期可以按照下列形式之一记载：

- (一) 见票即付；
- (二) 定日付款；
- (三) 出票后定期付款；
- (四) 见票后定期付款。

前款规定的付款日期为汇票到期日。

第二十六条 出票人签发汇票后，即承担保证该汇票承兑和付款的责任。出票人在汇票得不到承兑或者付款时，应当向持票人清偿本法第七十条、第七十一条规定的金额和费用。

第二节 背 书

第二十七条 持票人可以将汇票权利转让给他人或者将一定的汇票权利授予他人行使。

出票人在汇票上记载“不得转让”字样的，汇票不得转让。

持票人行使第一款规定的权利时，应当背书并交付汇票。

背书是指在票据背面或者粘单上记载有关事项并签章的票据行为。

第二十八条 票据凭证不能满足背书人记载事项的需要，可以加附粘单，粘附于票据凭证上。

粘单上的第一记载人，应当在汇票和粘单的粘接处签章。

第二十九条 背书由背书人签章并记载背书日期。

背书未记载日期的，视为在汇票到期日前背书。

第三十条 汇票以背书转让或者以背书将一定的汇票权利授予他人行使时，必须记载被背书人名称。

第三十一条 以背书转让的汇票，背书应当连续。持票人以背书的连续，证明其汇票权利；非经背书转让，而以其他合法方式取得

Article 25 The date of payment may be specified in one of the following manners:

- (1) payable at sight;
- (2) payable at a fixed date;
- (3) payable at a fixed period after the date of issue; or
- (4) payable at a fixed period after sight.

The date of payment stipulated in the preceding paragraph is the date of maturity of a bill of exchange.

Article 26 A drawer who signs and issues a bill shall bear the liability for guaranteeing the acceptance and payment of the bill. In the event the bill is not accepted or paid, the drawer shall pay off the sum and expenses, as stipulated in Articles 70 and 71 of this Law, to the holder of the bill.

Section 2 Endorsement

Article 27 A holder may transfer his rights on the bill of exchange to another person or authorize another to exercise certain part of the rights on the bill.

Where a drawer writes "non-negotiable" on a bill of exchange, the bill shall not be negotiated.

A holder shall endorse and deliver the bill of exchange when exercising the rights stipulated in the first paragraph of this Article.

"Endorsement" means the writing down of relevant particulars and signing on the back of a negotiable instrument or on an allonge.

Article 28 Where more space on a negotiable instrument is needed by the endorser for making entries, the instrument may be extended by an allonge annexed to it.

The first entry maker of the allonge shall sign on the abutting edge.

Article 29 An endorsement shall be signed and the date of endorsement specified by the endorser.

An endorsement without a specified date is deemed to be made prior to the date of maturity.

Article 30 The name of endorsee shall be specified when a bill of exchange is endorsed to negotiate or when the exercise of certain part of the rights thereon is endorsed to another.

Article 31 Where a bill of exchange is negotiated by endorsement, the endorsements shall be in succession. The holder shall prove his rights on the bill by an uninterrupted series of endorsements. A person who acquires a bill of exchange by lawful means other than endorsement shall provide evidence according to law to