

**The Limitation Act, 1963**

**Schedule**  
**Periods of Limitation**  
 [See sections 2(j) and 3]

**FIRST DIVISION SUITS**

<i>Description of suits</i>	<i>Time from which period begins to run</i>
	P e r i o d o f l i m i t a t i o n

**PART I - SUITS RELATING TO ACCOUNTS**

1.	For the balance due on a mutual, open and current account, where there have been reciprocal demands between the parties.	T h e c l o s e o f t h e y e a r i n w h i c h t h e l a s t i t e m a d m i t t e d o r p r o v e d i s e n t e r e d i n t h e a c c o u n t ; s u c h y e a r t o b e c o m p u t e d a s i n t h e a c c o u n t.  T h e c l o s e o f t h e y e a r i n w h i c h t h e l a s t i t e m a d m i t t e d o r p r o v e d i s e n t e r e d i n t h e a c c o u n t ; s u c h y e a r t o b e c o m p u t e d a s i n t h e a c c o u n t.  T h e c l o s e o f t h e y e a r i n w h i c h t h e l a s t i t e m a d m i t t e d o r p r o v e d i s e n t e r e d i n t h e a c c o u n t ; s u c h y e a r t o b e c o m p u t e d a s i n t h e a c c o u n t.
2.	Against a factor for an account	T h e c l o s e o f t h e y e a r i n w h i c h t h e l a s t i t e m a d m i t t e d o r p r o v e d i s e n t e r e d i n t h e a c c o u n t ; s u c h y e a r t o b e c o m p u t e d a s i n t h e a c c o u n t.  T h e c l o s e o f t h e y e a r i n w h i c h t h e l a s t i t e m a d m i t t e d o r p r o v e d i s e n t e r e d i n t h e a c c o u n t ; s u c h y e a r t o b e c o m p u t e d a s i n t h e a c c o u n t.
3.	By a principal against his agent for movable property received by the latter and not accounted for.	T h e c l o s e o f t h e y e a r i n w h i c h t h e l a s t i t e m a d m i t t e d o r p r o v e d i s e n t e r e d i n t h e a c c o u n t ; s u c h y e a r t o b e c o m p u t e d a s i n t h e a c c o u n t.  T h e c l o s e o f t h e y e a r i n w h i c h t h e l a s t i t e m a d m i t t e d o r p r o v e d i s e n t e r e d i n t h e a c c o u n t ; s u c h y e a r t o b e c o m p u t e d a s i n t h e a c c o u n t.

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| 4. | Other suits by principals against agents for neglect or misconduct.   | T<br>h<br>r<br>e<br>e<br>e<br>a<br>r<br>s<br>T<br>h<br>r<br>e<br>e | When the neglect or misconduct becomes known to the plaintiff. |
| 5. | For an account and a share of the profits of a dissolved partnership. | e<br>y<br>e<br>a<br>r<br>s   | The date of the dissolution.                                   |

**PART II - SUITS RELATING TO CONTRACTS**

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| 6. | For a seaman's wages.  | T<br>h<br>r<br>e<br>e<br>e<br>a<br>r<br>s<br>T<br>h<br>r<br>e<br>e | The end of the voyage during which the wages are earned. |
| 7. | For wages in the case of any other person  | y<br>e<br>a<br>r<br>s<br>T<br>h<br>r<br>e<br>e                     | When the wages accrue due.                               |
| 8. | For the price of food or drink sold by the keeper of a hotel, tavern or lodging house. | e<br>y<br>e<br>a<br>r<br>s<br>T<br>h<br>r<br>e<br>e                | When the food or drink is delivered.                     |
| 9. | For the price of lodging.  | e<br>y<br>e<br>a<br>r<br>s   | When the price becomes payable.                          |

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| <p><b>10.</b> Against a carrier for compensation for losing or injuring goods</p>  | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p> | <p>When the loss or injury occurs.</p>        |
| <p><b>11</b> Against a carrier for compensation for non-delivery of, or delay in delivering, goods.</p>                  | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p> | <p>When the goods ought to be delivered.</p>  |
| <p><b>12</b> For the hire of animals, vehicles, boats or household furniture.</p>  | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p> | <p>When the hire becomes payable.</p>         |
| <p><b>13</b> For the balance of money advanced in payment of goods to be delivered.</p>                                  | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p> | <p>When the goods ought to be delivered.</p>  |
| <p><b>14</b> For the price of goods sold and delivered where no fixed period of credit is agreed upon.</p>               | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p> | <p>The date of the delivery of the goods.</p> |
| <p><b>15.</b> For the price of goods sold and delivered to be paid for after the expiry of a fixed period of credit.</p> | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p> | <p>When the period of credit expires.</p>     |

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| <p><b>16.</b> For the price of goods sold and delivered to be paid for by a bill of exchange, no such bill being given.</p>                      | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p> | <p>When the period of the proposed bill elapses.</p> |
| <p><b>17.</b> For the price of trees or growing crops sold by the plaintiff to the defendant where no fixed period of credit is agreed upon.</p> | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p>   | <p>The date of the sale.</p>                         |
| <p><b>18.</b> For the price of work done by the plaintiff for the defendant at his request, where no time has been fixed for payment.</p>        | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p>   | <p>When the work is done.</p>                        |
| <p><b>19.</b> For money payable for money lent.</p>  | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p>   | <p>When the loan is made</p>                         |
| <p><b>20.</b> Like suit when the lender has given a cheque for the money.</p>  | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p>   | <p>When the cheque is paid.</p>                      |
| <p><b>21.</b> For money lent under an agreement that it shall be payable on demand.</p>  | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p>   | <p>When the loan is made.</p>                        |

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| <p>22. For money deposited under an agreement that it shall be payable on demand, including money of a customer in the hands of his banker so payable.</p> | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p> | <p>When the demand is made.</p>   |
| <p>23. For money payable to the plaintiff for money paid for the defendant.</p>  | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p>   | <p>When the money is paid</p>   |
| <p>24. For money payable by the defendant to the plaintiff for money received by the defendant, for the plaintiff's use.</p>                               | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p>   | <p>When the money is received.</p>  |
| <p>25. For money payable for interest upon money due from the defendant to the plaintiff.</p>  | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p>   | <p>When the interest becomes due.</p>   |
| <p>26. For money payable to the plaintiff for money found to be due from the defendant to the plaintiff on accounts stated between them.</p>               | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p>   | <p>When the accounts are stated in writing signed by the defendant or his agent duly authorised in this behalf, unless where the debt is, by a simultaneous agreement in writing signed as aforesaid, made payable at a future time, and then when that time arrives.</p> |
| <p>27. For compensation for breach of a promise to do anything at a specified time, or upon the happening of a specified contingency.</p>                  | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s</p>   | <p>When the time. specified arrives or the contingency happens.</p>   |

**28.** On a single bond, where a day is specified for payment.

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The day so specified.

**29.** On a single bond, where no such day is specified.

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The date of executing the bond.

**30.** On a bond subject to a condition

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When the condition is broken.

**31.** On a bill of exchange or promissory note payable at a fixed time after date.

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When the bill or note falls due.

**32.** On a bill of exchange payable at sight, or after sight, but not at a fixed time.

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When the bill is presented.

**33.** On a bill of exchange accepted payable at a particular place.

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When the bill is presented at that place.

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| <p><b>34.</b> On a bill of exchange or promissory note payable at a fixed time after sight or after demand</p>  | <p>When the fixed time expires.</p>   |
| <p><b>35.</b> On a bill of exchange or promissory note payable on demand and not accompanied by any writing restraining or postponing the right to sue.</p>                   | <p>The date of the bill or note.</p>  |
| <p><b>36.</b> On a promissory note or bond payable by instalments</p>   | <p>The expiration of the first term of payment as to the part then payable ; and for the other parts, the expiration of the respective terms of payment.</p>                            |
| <p><b>37.</b> On a promissory note or bond payable by instalments, which provides that, if default be made in payment of one or more instalments, the whole shall be due.</p> | <p>When the default is made, unless where the payee or obligee waives the benefit of the provision and then when fresh default is made in respect of which there is no such waiver.</p> |
| <p><b>38.</b> On a promissory note given by the maker to a third person to be delivered to the payee after a certain event should happen.</p>                                 | <p>The date of the delivery to the payee.</p>   |
| <p><b>39.</b> On a dishonoured foreign bill where protest has been made and notice given.</p>   | <p>When the notice is given.</p>  |

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| <p><b>40.</b> By the payee against the drawer of a bill of exchange, which has been dishonoured by non-acceptance.</p>                                 | <p>T<br/>h<br/>r<br/>e<br/>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e</p> | <p>The date of the refusal to accept.</p>   |
| <p><b>41.</b> By the acceptor of an accommodation-bill against the drawer.</p>   | <p>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e</p>                               | <p>When the acceptor pays the amount of the bill.</p>   |
| <p><b>42.</b> By a surety against the principal debtor.</p>  | <p>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e</p>                         | <p>When the surety pays the creditor.</p>   |
| <p><b>43.</b> By a surety against a co-surety.</p>   | <p>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e</p>                                     | <p>When the surety pays anything in excess of his own share.</p>  |
| <p><b>44.</b> (a) On a policy of insurance when the sum insured is payable after proof of the death has been given to or received by the insurers.</p> | <p>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e</p>                         | <p>The date of the death of the deceased, or where the claim on the policy is denied, either partly or wholly, the date of such denial.</p>       |
| <p>(b) On a policy of insurance when the sum insured is payable after proof of the loss has been given to or received by the insurers.</p>             | <p>e<br/>y<br/>e<br/>a<br/>r<br/>s<br/>T<br/>h<br/>r<br/>e<br/>e</p>                         | <p>The date of the occurrence causing the loss, or where the claim on the policy is denied, either partly or wholly, the date of such denial.</p> |



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45. By the assured to recover premia paid under a policy voidable at the election of the insurers. When the insurers elect to avoid the policy.
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46. Under the Indian Succession Act, 1925 (39 of 1925), section 360 or section 361, to compel a refund by a person to whom an executor or administrator has paid a legacy or distributed assets. The date of the payment or distribution.
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47. For money paid upon an existing consideration which afterwards fails. The date of the failure.
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48. For contribution by a party who has paid the whole or more than his share of the amount due under a joint decree, or by a sharer in a joint estate who has paid the whole or more than his share of the amount of revenue due from himself and his co-sharers. The date of the payment in excess of the plaintiff's own share.
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49. By a co-trustee to enforce against the estate of a deceased trustee a claim for contribution. When the right to contribution accrues.
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50. By the manager of a joint estate of an undivided family for contribution, in respect of a payment made by him on account of the estate. The date of the payment.
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| 51. | For the profits of immovable property belonging to the plaintiff which have been wrongfully received by the defendant. | T<br>h<br>r<br>e<br>e<br>y<br>e<br>a<br>r<br>s<br>T<br>h<br>r<br>e<br>e | When the profits are received.   |
| 52. | For arrears of rent.   | y<br>e<br>a<br>r<br>s<br>T<br>h<br>r<br>e<br>e                          | When the arrears become due.   |
| 53. | By a vendor of immovable property for personal payment of unpaid purchase-money.                                       | e<br>y<br>e<br>a<br>r<br>s<br>T<br>h<br>r<br>e<br>e                     | The time fixed for completing the sale, or (where the title is accepted after the time fixed for completion) the date of the acceptance.   |
| 54. | For specific performance of a contract.  | e<br>y<br>e<br>a<br>r<br>s<br>T<br>h<br>r<br>e<br>e                     | The date fixed for the performance, or, if no such date is fixed, when the plaintiff has noticed that performance is refused.  |
| 55. | For compensation for the breach of any contract, express or implied not herein specially provided for                  | e<br>y<br>e<br>a<br>r<br>s<br>T<br>h<br>r<br>e<br>e                     | When the contract is broken or (where there are successive breaches) when the breach in respect of which the suit is instituted occurs or (where the breach is continuing) when it ceases. |

**PART III - SUITS RELATING TO DECLARATIONS**

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| 56. | To declare the forgery of an instrument issued or regtered | T<br>h<br>r<br>e<br>e<br>e<br>a<br>r<br>s | When the issue or registration becomes known to the plaintiff. |
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57. To obtain a declaration that an alleged adoption is invalid, or never, in fact, took place. T  
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s When the alleged adoption becomes known to the plaintiff.
58. To obtain any other declaration. T  
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s When the right to sue first accrues.

**PART IV - SUITS RELATING TO DECREES AND INSTRUMENTS**

59. To cancel or set aside an instrument or decree or for the rescission of a contract. T  
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s When the facts entitling the plaintiff to have the instrument or decree cancelled or set aside or the contract rescinded first become known to him.
60. To set aside a transfer of property made by the guardian of a ward—
- (a) by the ward who has attained majority T  
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s When the ward attains majority.
- (b) by the ward's legal representative—
- (i) When the ward dies within three years from the date of attaining majority; T  
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s When the ward attains majority.
- (ii) When the ward dies before attaining majority. T  
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y  
e  
a  
r  
s When the ward dies.

**PART V - SUITS RELATING TO IMMOVABLE PROPERTY**

**61.** By a mortgagor—

(a) to redeem or recover possession of immovable property mortgaged; T  
h  
i  
r  
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T  
w  
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v  
e When the right to redeem or to recover possession accrues.

(b) to recover possession of immovable property mortgaged and afterwards transferred by the mortgagee for a valuable consideration ; T  
h  
i  
r  
t  
y  
e  
a  
r  
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T  
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v  
e When the transfer becomes known to the plaintiff,

(c) to recover surplus collections received by the mortgagee after the mortgagee has been satisfied. T  
h  
i  
r  
t  
y  
e  
a  
r  
s  
T  
w  
e  
l  
v  
e When the mortgagor re-enters on the mortgaged property.

**62.** To enforce payment of money secured by a mortgagee or otherwise charged upon immovable property. T  
h  
i  
r  
t  
y  
e  
a  
r  
s When the money sued for becomes due.

**63.** By a mortgagee—

(a) for foreclosure, T  
h  
i  
r  
t  
y  
e  
a  
r  
s When the money secured by the mortgagee becomes due.

(b) for possession of immovable property mortgaged.

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When the mortgagee becomes entitled to possession.

64. For possession of immovable property based on previous possession and not on title, when the plaintiff while in possession of the property has been dispossessed.

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v  
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The date of dispossession.

65. For possession of immovable property or any interest therein based on title.

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a  
r  
s  
T  
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When the possession of the defendant becomes adverse to the plaintiff.

*Explanation* : For the purposes of this article —

(a) where the suit is by a remainderman, a reversion-er (other than a landlord) or a devisee, the possession of the defendant shall be deemed to become adverse only when the estate of the remainderman, reversioner or devisee, as the case may be, falls into possession ;

(b) where the suit is by a Hindu or Muslim entitled to the possession of immovable property on the death of a Hindu or Muslim female, the possession of the defendant shall be deemed to become adverse only when the female dies ;

(c) where the suit is by a purchaser at a sale in execution of a decree when the judgment-debtor was out of possession at the date of the sale, the purchaser shall be deemed to be a representative of the judgment-debtor who was out of possession.

66. For possession of immovable property when the plaintiff has become entitled to possession by reason of any forfeiture or breach of condition.

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When the forfeiture is incurred or the condition is broken.

67 By a landlord to recover possession from a tenant

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v  
e  
y  
e  
a  
r  
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e  
When the tenancy is determined.

**PART VI - SUITS RELATING TO MOVABLE PROPERTY**

68. For specific movable property lost, or acquired by theft, or dishonest misappropriation or conversion.

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r  
e  
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When the person having the right to the possession of the property first learns in whose possession it is.

69. For other specific movable property.

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e  
When the property is wrongfully taken.

70. To recover movable property deposited or pawned from a depository or pawnee

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e  
The date of refusal after demand.

71. To recover movable property deposited or pawned, and afterwards bought from the depository or pawnee for a valuable consideration.

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When the sale becomes known to the plaintiff.

**PART VII - SUITS RELATING TO TORT**

72. For compensation for doing or for omitting to do an act alleged to be in pursuance of any enactment in force for the time being in the territories to which this Act extends.

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When the act or omission takes place.

73. For compensation for false imprisonment.

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e  
When the imprisonment ends.



<p><b>83.</b> Under the Legal Representatives' Suits Act, 1855 (12 of 1855) against an executor, an administrator or any other representative.</p>	<p>T w o y e a r s T w o</p> <p>When the wrong complained of is done.</p>
<p><b>84.</b> Against one who, having a right to use property for specific purposes, perverts it to other purposes.</p>	<p>a r s T h r e e y e a r s T h r e e y e a r s T h r e e y e a r s</p> <p>When the perversion first becomes known to the person injured thereby.</p>
<p><b>85.</b> For compensation for obstructing a way or a water course.</p>	<p>T h r e e y e a r s T h r e e y e a r s</p> <p>The date of the obstruction.</p>
<p><b>86.</b> For compensation for diverting a water course.</p>	<p>T h r e e y e a r s T h r e e y e a r s</p> <p>The date of the diversion.</p>
<p><b>87.</b> For compensation for trespass upon immovable property.</p>	<p>T h r e e y e a r s T h r e e y e a r s</p> <p>The date of the trespass</p>
<p><b>88.</b> For compensation for infringing copyright or any other exclusive privilege.</p>	<p>T h r e e y e a r s T h r e e y e a r s</p> <p>The date of the infringement.</p>
<p><b>89.</b> To restrain waste.</p>	<p>T h r e e y e a r s</p> <p>When the waste begins.</p>



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- 90.** For compensation for injury caused by an injunction wrongfully obtained. When the injunction ceases.
- 91.** For compensation,—
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- (a) for wrongfully taking or detaining any specific movable property lost, or acquired by theft, or dishonest mis-appropriation or conversion ; When the person having the right to the possession of the property first learns in whose possession it is.
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- (b) for wrongfully taking or inj uring or wrongfully detaining any other specific movable property. When the property is wrongfully taken or injured, or when the detainer’s possession becomes unlawful.

**PART VIII - SUITS RELATING TO TRUSTS AND TRUST PROPERTY**

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- 92.** To recover possession of immovable property conveyed or bequeathed in trust and afterwards transferred by the trustee for a valuable consideration. When the transfer becomes known to the plaintiff.
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- 93.** To recover possession of movable property conveyed or bequeathed in trust and afterwards transferred by the trustee for a valuable consideration. When the transfer becomes known to the plaintiff.
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- 94.** Muslim or Buddhist religious or charitable endowment, made by a manager thereof for a valuable consideration. When the transfer becomes known to the plaintiff.

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95. To set aside a transfer of movable property comprised in a Hindu, Muslim or Buddhist religious or charitable endowment, made by a manager thereof for a valuable consideration. When the transfer becomes known to the plaintiff.
96. By the manager of a Hindu, Muslim or Buddhist religious or charitable endowment to recover possession of movable or immovable property comprised in the endowment which has been transferred by a previous manager for a valuable consideration. The date of death, resignation or removal of the transferor or the date of appointment of the plaintiff as manager of the endowment, whichever is later.

**PART IX - SUITS RELATING TO MISCELLANEOUS MATTERS**

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97. To enforce a right of pre-emption whether the right is founded on law or general usage or on special contract. When the purchaser takes under the sale sought to be impeached, physical possession of the whole, or, part of the property sold, or, where the subject-matter of the sale does not admit of physical possession of the whole or part of the property, when the instrument of sale is registered.
98. By a person against whom <sup>1</sup>[an order under rule 63 or rule 103] of Order XXI of the Code of Civil Procedure, 1908 (5 of 1908) or an order under section 28 of the Presidency Small Cause Courts Act, 1882 (15 of 1882), has been made, to establish the right which he claims to the property comprised in the order. The date of the final order.
99. To set aside a sale by a civil or revenue court or a sale for arrears of Government revenue or for any demand recoverable as such arrears. When the sale is confirmed or would otherwise have become final and conclusive had no such suit been brought.
100. To alter or set aside any decision or order of a civil court in any proceeding other than a suit or any act or order of an officer of Government in his official capacity. The date of the final decision or order by the court or the date of the act or order of the officer, as the case may be.
101. Upon a judgment, including a foreign judgment, or a recognisance. The date of the judgment or recognisance.

<p><b>102.</b> For property which the plaintiff has conveyed while insane</p>	<p>T h r e e e a r s T h r e e</p> <p>When the plaintiff is restored to sanity and has knowledge of the conveyance.</p>
<p><b>103.</b> To make good out of the general estate of a deceased trustee the loss occasioned by a breach of trust.</p>	<p>T h r e e e a r s T h r e e</p> <p>The date of the trustee's death or if the loss has not then resulted, the date of the loss.</p>
<p><b>104.</b> To establish a periodically recurring right.</p>	<p>T h r e e e a r s T h r e e</p> <p>When the plaintiff is first refused the enjoyment of the right.</p>
<p><b>105.</b> By a Hindu for arrears of maintenance.</p>	<p>T h r e e e y e a r s T w e l f</p> <p>When the arrears are payable.</p>
<p><b>106.</b> For a legacy or for a share of a residue bequeathed by a testator or for a distributive share of the property of an intestate against an executor or an administrator or some other person legally charged with the duty of distributing the estate.</p>	<p>T w e l f e y e a r s T w e l f</p> <p>When the legacy or share becomes payable or deliverable.</p>
<p><b>107.</b> For possession of a hereditary office.</p> <p><i>Explanation:</i> A hereditary office is possessed when the properties thereof are usually received, or (if there are no properties) when the duties thereof are usually performed.</p>	<p>T w e l f e y e a r s T w e l f</p> <p>When the defendant takes possession of the office adversely to the plaintiff.</p>

108. Suit during the life of a Hindu or Muslim female by a Hindu or Muslim who, if the female died at the date of instituting the suit, would be entitled to the possession of land, to have an alienation of such land made by the female declared to be void except for her life or until her re-marriage. **The date of the alienation.**
109. By a Hindu governed by Mitakshara law to set aside his father's alienation of ancestral property. **When the alienee takes possession of the property.**
110. By a person excluded from a joint family property to enforce a right to share therein. **When the exclusion becomes known to the plaintiff.**
111. By or on behalf of any local authority for possession of any public street or road or any part thereof from which it has been dispossessed or of which it has discontinued the possession. **The date of the dispossession or discontinuance.**
112. Any suit (except a suit before the Supreme Court in the exercise of its original jurisdiction) by or on behalf of the Central Government or any State Government, including the Government of the State of Jammu and Kashmir. **When the period of limitation would begin to run under this Act against a like suit by a private person.**

**PART X - SUITS FOR WHICH THERE IS NO PRESCRIBED PERIOD**

113. Any suit for which no period limitation is provided elsewhere in this Schedule. **When the right to sue accrues.**

**SECOND DIVISION - APPEALS**

Description of appeal

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Time from which period begins to run

**114.** Appeal from an order of acquittal—

(a) under sub-section (1) or sub-section (2) of section 417 of the Code of Criminal Procedure, 1898(5 of 1898);

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The date of the order appealed from.

(b) under sub-section (3) of section 417 of that Code.

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d  
a  
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s  
The date of the grant of special leave.

**115.** Under the Code of Criminal Procedure, 1898 (5 of 1898)—

(a) from a sentence of death passed by a court of session or by a High Court in the exercise of its original criminal jurisdiction;

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h  
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The date of the sentence.

(b) from any other sentence or any order not being an order of acquittal—

(i) to the High Court;

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The date of the sentence or order.

(ii) to any other Court.

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The date of the sentence or order.

**116.** Under the Code of Civil Procedure, 1908 (5 of 1908)—

(a) to a High Court from any decree or order;

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y  
s  
The date of the decree or order

(b) to any other court from any decree or order.

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i  
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t  
y  
d  
a  
y  
s  
The date of the decree or order.

**117.** From a decree or order of any High Court to the same Court.

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y  
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The date of the decree or order.

**THIRD DIVISION - APPLICATIONS**

*Description of application*

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*Time from which period begins to run*

**PART I - APPLICATIONS IN SPECIFIED CASES**

- 118.** For leave to appear and defend Ten days a suit under summary procedure. d When the summons is served.
- 119.** Under the Arbitration Act, 1940 (10 of 1940)—
- (a) for the filing in court of an award; t The date of service of the notice of the making of the award.
- (b) for setting aside an award or getting an award remitted for t The date of service of the notice of the filing of the reconsideration.
- 120.** Under the Code of Civil Procedure, 1908 (5 of 1908), to have the legal representative of a deceased plaintiff or appellant or of a deceased defendant or respondent, made a party. t The date of death of the plaintiff, appellant, defendant or respondent as the case may be.
- 121.** Under the same Code for an order to set aside an abatement. y The date of abatement.
- 122.** To restore a suit or appeal or application for review or revision dismissed for default of appearance or for want of prosecution or for failure to pay costs of service of process or to furnish security for costs. t The date of dismissal.

**123.** To set aside a decree passed *ex parte* or to re-hear an appeal decreed or heard *ex parte*. The date of the decree or where the summons or notice was not duly served, when the applicant had knowledge of the decree.

*Explanation:* For the purpose of this article, substituted service under rule 20 of Order V of the Code of Civil Procedure, 1908 (5 of 1908) shall not be deemed to be due service.

**124.** For a review of judgment by a court other than the Supreme Court. The date of the decree or order.

**125.** To record an adjustment or satisfaction of a decree. When the payment or adjustment is made.

**126.** For the payment of the amount of a decree by instalments. The date of the decree.

**127.** To set aside a sale in execution of a decree, including any such application by a judgment-debtor. The date of the sale.

**128.** For possession by one dispossessed of immovable property and disputing the right of the decree-holder or purchaser at a sale in execution of a decree. The date of the dispossession.



<p><b>129.</b> For possession after removing resistance or obstruction to delivery of possession of immovable property decreed or sold in execution of a decree.</p>	<p style="text-align: center;">T h i r d a y s</p>	<p>The date of resistance or obstruction.</p>
<p><b>130.</b> For leave to appeal as a pauper—</p> <p style="padding-left: 40px;">(a) to the High Court;</p> <p style="padding-left: 40px;">(b) to any other Court.</p>	<p style="text-align: center;">S i x t h i r t y d a y s  T h i r t y d a y s  N i n e t h e e n t y d a y s</p>	<p>The date of decree appealed from.</p> <p>The date of decree appealed from.</p>
<p><b>131.</b> To any court for the exercise of its powers of revision under the Code of Civil Procedure, 1908 (5 of 1908), or the Code of Criminal Procedure, 1898 (5 of 1898).</p>	<p style="text-align: center;">S i x t h d a y s</p>	<p>The date of the decree or order or sentence sought to be revised.</p>
<p><b>132.</b> To the High Court for a certificate of fitness to appeal to the Supreme Court under clause (1) of article 132, article 133 or sub-clause (c) of clause (1) of article 134 of the Constitution or under any other law for the time being in force.</p>	<p style="text-align: center;">S i x t h d a y s</p>	<p>The date of the decree, order or sentence.</p>
<p><b>133.</b> To the Supreme Court for special leave to appeal—</p> <p style="padding-left: 40px;">(a) in a case involving death Sixty days sentence;</p>	<p style="text-align: center;">S i x t h d a y s</p>	<p>The date of the judgment, final order or sentence.</p>

<p>(b) in a case where leave to appeal was refused by the High Court ;</p>	<p>S i x t y d a y s N i n e t y d a y s O n e y e a r T h r e e e a r s T w e l v e</p>	<p>The date of the order of refusal</p>
<p>(c) in any other case.</p>	<p>The date of the judgment or order.</p>	
<p><b>134.</b> For delivery of possession by a purchaser of immovable property at a sale in execution of a decree.</p>	<p>When the sale becomes absolute.</p>	
<p><b>135.</b> For the enforcement of a decree granting a mandatory injunction</p>	<p>The date of the decree or where a date is fixed, for performance, such date.</p>	
<p><b>136.</b> For the execution of any decree (other than a decree granting a mandatory injunction) or order of any civil court.</p>	<p>[When] the decree or order becomes enforceable or where the decree or any subsequent order directs any payment of money or the delivery of any property to be made at a certain date or at recurring periods, when default, in making the payment or delivery in respect of which execution is sought, takes place:</p>	
	<p><b>Provided</b> that an application for the enforcement or execution of a decree granting a perpetual injunction shall not be subject to any period of limitation.</p>	

**PART II - OTHER APPLICATIONS**

<p><b>137.</b> Any other application for which no period of limitation is provided elsewhere in this division.</p>	<p>T h r e e y e a r s</p>	<p>When the right to apply accrues.</p>
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**Reference**

1. Subs. by Act 52 of 1964, s. 3 and the Second Schedule, for “*an order under rule 63 or rule 103,*” (w.e.f. 29-12-1964).
  2. Subs. by Act 53 of 1964, s. 3 and the Second Schedule, for “*Where*” (w.e.f. 12-12-1964.)
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