

ORIGINAL SIDE JURISDICTION

LIMITATIONS IN THE CATEGORY OF THE CASES PERTAINS TO ORIGINAL SIDE JURISDICTION

Description Of Suits	Period Of Limitation	Time From which period begins to run
Suits Relating to Contracts		
1. For a Seaman's wages.	Three Years	The end of the voyage during which the wages are earned.
2. For wages in the case of any other person	Three Years	When the wages accrue due.
3. For the price of good or drink sold by the keeper of a hotel tavern or lodging house	Three Years	When the food a drink is delivered.
4. For the price of lodging	Three Years	When the price becomes payable.
5. Against a carrier for compensation for non delivering goods.	Three Years	When the goods ought to be delivered.
6. For the hire of animals, vehicles, boats or household furniture.	Three Years	When the hire becomes payable.
7. For the balance of money advanced in payment of goods to be delivered	Three Years	When the goods ought to be delivered.
8. For the price of goods sold and delivered when no fixed period of credit is agreed upon.	Three Years	The date of the delivery of the goods.
9. For the price of goods sold and delivered to be paid of after the expiry of a fixed period of credit.	Three Years	When the period of credit expires.
10. For the price of goods sold and delivered to be paid for by a bill of exchange, no such bill being given.	Three Years	When the period of the proposed bill elapses.
11. For the price of trees or growing corps sold by the plaintiff to the defendant where no fixed period of credit agreed upon	Three Years	The date of the sale.
12. For the price of work done by the plaintiff for the defendant at his request, where no time has been fixed for payment	Three Years.	When the work is done.
13. For money payable for money lent	Three Years	When the loan is made.
14. Like suit when the lender has given a cheque for the money	Three Years	When the cheque is paid..

15. For money lent under an agreement that it shall be payable on demand	Three Years	When the loan is made.
16. For money deposited under an agreement that it shall be payable on demand, including money of customer in the hands of his banker so payable.	Three Years	When the demand is made.
17. For money payable by the defendant to the plaintiff for money received by the defendant, for the plaintiff's use	Three Years	When the money is received.
18. For money payable for interest upon money due from the defendant to the plaintiff	Three Years	When the interest becomes due.
19. For money payable to the plaintiff for money found to be due from the defendant to the plaintiff on accounts sated between them.	Three Years	When the accounts are stated in writing signed by the defendant or his agent duly authorized 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.
20. For compensation for breach of a promise to do anything at a specified time, or upon the happening of specified contingency.	Three Years.	When the time specified arrives or the contingency happens.
21. On a single bond, where a day is specified for payment.	Three Years	The day so specified.
22. On a single bond, where no such day is specified.	Three Years	The date of executing the bond.
23. On a bond subject to a condition	Three Years	When the condition is broken.
24. On a bill of exchange or promissory note payable at fixed time after date.	Three Years	When the bill or note falls due.
25. On a bill of exchange payable at sight, or after sight, but not at a fixed time.	Three Years	When the bill is presented.
26. On a bill of exchange accepted payable at a particular place.	Three Years	When the bill is presented at that place.
27. On a bill of exchange or promissory note payable at a fixed time after sight or after demand	Three Years	When the fixed time expires.
28. On a bill of exchange promissory note payable on demand and not accompanied by any writing restraining	Three Years	The date of the bill or note.

or postponing the right to sue.		
29. On a promissory note or bond payable by installments	Three Years	The expiration of the first term of payment as to the part than payable; and for the other parts, the expiration of the respective terms of payment.
30. On a promissory note or bond payable by installments, which provides that, if default be made in payment of one or more installments, the whole shall be due.	Three Years	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.
31. On promissory note given by the maker to a third person to be delivered to the payee after a certain event should happen.	Three Years	The date of the delivery to the payee.
32. On a dishonored foreign bill where protest has been made and notice is given.	Three Years	When the notice is given.
33. By the payee against the drawer of a bill of exchange, which has been dishonored by non acceptance.	Three Years	The date of the refusal to accept.
34. By the acceptor of an accommodation bill against the drawer.	Three Years	When the acceptor pays the amount of the bill
35. By a surety against the principal debtor	Three Years	When the surety pays the creditor.
36. By a surety against a co-surety.	Three Years	When the surety pays anything in excess of his own share.
37. (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.	Three Years	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.
(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,	Three Years	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.
38. By the assured to recover premia paid under a policy voidable at the election of the insurers.	Three Years	When the insurers elect to avoid the policy.
39. 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.	Three Years	The date of the payment or distribution.

40. For money paid upon an existing consideration which afterwards fails.	Three Years	The date of the failure.
41. 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.	Three Years	The date of the payment in excess of the plaintiff's own share.
42. By a co-trustee to enforce against the estate of a deceased trustee a claim for contribution.	Three Years	When the right to contribution accrues.
43. 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.	Three Years	The date of the payment.
44. For the profits of immovable property belonging to the plaintiff which have been wrongfully received by the defendant.	Three Years	When the profits are received.
45. For arrears of rent	Three Years	When the arrears become due.
46. By a vendor of immovable property for personal payment of unpaid purchase- money.	Three Years	The time fixed for completing the sale, or (where the title is accepted after the time fixed for completion) the date of the acceptance.
47. For specific performance of a contract.	Three Years.	The date fixed for the performance, or if no such date is fixed, when the plaintiff has notice that performance is refused.
48. For compensation for the breach of any contract, express or implied not herein specially provided for.	Three Years	When the contract is broken or (where there are successive breaches) when the breach in respect of which the suit is instituted occurs for (where the breach is continuing) when it ceases.