THE SCHEDULE Periods of limitation [See section 2(j) and 3] FIRST DIVISION - SUITS

Art.No.	Description of suit	Period of	Time from which period
AILINO.	Description of suit	limitation	begins to run
1	2	3	4
	Part-I – Suits Re		
1.	For the balance due on a mutual open and current account, where there have been reciprocal demands between the parties	Three years	The close of the year in which the last item admitted or proved is entered in the account; such year to be computed as in the account.
2.	Against a factor for an account	Three Years	When the account is, during the continuance of the agency, demanded and refused or, where no such demand is made, when the agency terminates.
3.	By a principal against his agent for movable property received by the latter and not accounted for.	Three years	When the account is, during the continuance of the agency, demanded and refused or, where no such demand is made, when the agency terminates.
4.	Other suits by principal against agents for neglect or misconduct.	Three years	When the neglect or misconduct becomes known to the plaintiff.
5.	For an account and a share of the profits of a dissolved partnership	Three years,	The date of the dissolution.
	Part -II - Suits Re	lating to Con	tracts
6.	For Seaman's wages	Three years	The end of the voyage during which the wages are earned
7.	For wages in the case of any other person.	Three years	When the wages accrue due.
8.	For the price of food or drink sold by the keeper of a hotel, tavern or lodging house.	Three years	When the food or drink is delivered.
9.	For the price of lodging	Three years	When the price becomes payable.
10.	Against a carrier for compensation for losing or injuring goods	Three years	When the loss or injury occurs.
11.	Against a carrier for compensation for non-delivery of, or delay in delivering goods.	Three years	When the goods ought to be delivered.
12.	For the hire of animals, vehicles, boats or household furniture.	Three years	When the hire becomes payable
13.	For the balance of money advanced in payment of gods to be delivered.	Three years	When the goods ought to be delivered.
14.	For the price of goods sold and delivered where no fixed period of credit is agreed upon.	Three years	The date of the delivery of the goods.
15.	For the price of goods sold and delivered to be paid for after the expiry of a fixed period of credit.	Three years	When the period of credit expires.
16.	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.
17.	For the price of trees of growing crops sold by the plaintiff to the defendant where no fixed period of credit is agreed upon.	Three years	The date of the sale.
18.	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.
19.	For money payable for money lent.	Three years	When the loan is made.

1	2	3	4
20.	Like suit when the lender has	Three	When the cheque is paid
20.	given a cheque for the money	years	When the cheque is paid
21.	For the money lent under an	Three	When the loan is made.
	agreement that it shall be	years	When the loan is made.
	payable on demand.	, са. 5	
22.	For money deposited under an	Three	When the demand is
	agreement that it shall be	years	made.
	payable on demand, including	,	
	money of a customer in the		
	hands of his banker so payable.		
23.	For money payable to the	Three	When the money is paid
	plaintiff for money paid for the	years	
	defendant.		
24.	For money payable by the	Three	When the money is
	defendant to the plaintiff for	years	received.
	money received by the		
25	defendant, for the plaintiff's use.	TI	AA/le ere ble e Cele ere et
25.	For money payable for interest	Three	When the interest
	upon money due from the defendant to the plaintiff.	years	becomes due.
26.		Three	When the accounts are
۷٠.	For money payable to the plaintiff for money found to be		stated in writing signed by
	due from the defendant to the	years	the defendant or his agent
	plaintiff on accounts stated		duly authorised in this
	between them.		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.
27.	For compensation for breach of a	Three	When the time specified
	promise to do anything at a	years	arrives or the contingency
	specified time, or upon the		happens.
	happening of a specified		
	contingency.		
28.	On a single bond, where a day is	Three	The day so specified
20	specified for payment.	years	The date of constitution the
29.	On a single bond, where no such	Three	The date of executing the
30.	day is specified for payment On a bond subject to a condition	years Three	bond. When the condition is
50.	On a bond subject to a condition	years	broken.
31.	On a bill of exchange or	Three	When the bill or note falls
51.	promissory note payable at a	years	due.
	fixed time after date.	, са. 5	
32.	On a bill of exchange payable at	Three	When the bill is presented.
	sight, or after sight but not at a	years	р состава
	fixed time.	,	
33.	On a bill of exchange accepted	Three	When the bill is presented
	payable at a particular place.	years	at that place.
34.	On a bill of exchange or	Three	When the fixed time
	promissory note payable at a	years	expires.
	fixed time after sight or after		
	Ldomand		
25	demand.		
35.	On a bill of exchange or	Three	The date of the bill or
35.	On a bill of exchange or promissory note payable on	Three years	The date of the bill or note.
35.	On a bill of exchange or promissory note payable on demand and not accompanied		
35.	On a bill of exchange or promissory note payable on demand and not accompanied by any writing restraining or		
	On a bill of exchange or promissory note payable on demand and not accompanied by any writing restraining or postponing the right to sue.	years	note.
36.	On a bill of exchange or promissory note payable on demand and not accompanied by any writing restraining or postponing the right to sue. On a promissory note or bond	years	note. The expiration of the first
	On a bill of exchange or promissory note payable on demand and not accompanied by any writing restraining or postponing the right to sue.	years	note. The expiration of the first term of payment as to the
	On a bill of exchange or promissory note payable on demand and not accompanied by any writing restraining or postponing the right to sue. On a promissory note or bond	years	The expiration of the first term of payment as to the part then payable and for
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	On a bill of exchange or promissory note payable on demand and not accompanied by any writing restraining or postponing the right to sue. On a promissory note or bond	years	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
36.	On a bill of exchange or promissory note payable on demand and not accompanied by any writing restraining or postponing the right to sue. On a promissory note or bond payable by instalments.	years Three years	note. 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.
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unpaid purchase money (where the title is accepted after the time fixed for	55.			
after the time fixed for			. 53.5	(where the title is accepted
		, and a second of		
				completion) the date of
the acceptance.				

E4	For an edition autormanae of a	Thuas	The date fixed for the
54.	For specific performance of a	Three	
	contract.	Years	performance, or, if no such
			date is fixed, when the
			plaintiff has notice that
			performance is refused.
55.	For compensation for the breach	Three	When the contract is
	of any contract, express or	Years	broken or (where there are
	implied not herein specially		successive breaches) when
	provided for.		the breach in respect of
			which the suit is instituted
			occurs or (where the
			breach is continuing) when
	Part III - Suits Rela	ting to Decla	it ceases.
56.	To declare the forgery of an	Three	When the issue or
30.	instrument issued or registered.	Years	registration becomes
	moti amone issued of registered.	100.0	known to the plaintiff.
57.	To obtain a declaration that an	Three	When the alleged adoption
07.	alleged adoption is invalid, or	Years	becomes known to the
	never, in fact, took place.		plaintiff.
58.	To obtain any other declarations.	Three	When the right to sue first
	,	Years	accrues.
	Part IV- Suits Relating to I		•
59.	To cancel or set aside an	Three	When the facts entitling
	instrument or decree or for the	Years	the plaintiff to have the
	rescission of a contract.		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	Three	When the ward attains
	majority.	years	majority.
(1.)			
(b)	By the ward's legal		
	representative		
(i)	When the ward dies within three	Three	When the ward attains
(1)	years from the date of attaining	years	majority.
	majority.	years	inajority.
	majority.		
(ii)	When the ward dies before	Three	When the ward dies.
()	attaining majority	years	Titlett tite trains alest
	accaning majority	years	
	Part V - Suits Relating t	o immovable	Property
61.	By a mortgagor		
()	1		
(a)	to redeem or recover possession	Thirty	When the right to redeem
	of immovable property	years	or to recover possession
	mortgaged;		accrues.
(h)	to receiver personal of		
(b)	to recover possession of	Turchic	When the transfer
	immovable property mortgaged	Twelve	When the transfer
	and afterwards transferred by	years	becomes known to the
	the mortgagee for a valuable		plaintiff.
	consideration;	Three	
(c)	to recover surplus collections		When the mortgager ro-
(c)	to recover surplus collections	years	When the mortgagor re-
	received by the mortgagee after		enters on the mortgaged
	the mortgage has been satisfied.		property.
62.	To enforce payment of money	Twelve	When the money sued for
02.	secured by a mortgage or	years	becomes due.
	otherwise charged upon	years	becomes due.
	immovable property;		
	initiovable property,	J	I .

63.	By a mortgage		
03.	By a mortgagee		
(a)	For foreclosure,	Thirty Years	When the money secured by the mortgage becomes due.
(b)	For possession of immovable property mortgaged.	Twelve years	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.	Twelve Years	The date of dispossession
65.	For possession of immovable property or any interest therein based on title. Explanation:- for the purposes of this article.	Twelve Years	When the possession of the defendant becomes adverse to the plaintiff.
(a)	Where the suit is by a remainder man, a reversioner (other than a landlord) or a devise the possession of the defendant shall be deemed to become adverse only when the estate of the remainder man, 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.	Twelve Years	When the forfeiture is incurred or the condition is broken.
67.	By a landlord to recover possession from a tenant.	Twelve Years	When the tenancy is determined.
	Part VI Suits relating t	to Movable	Property
68.	For specific movable property lost, or acquired by theft, or dishonest misappropriation or conversion.	Three years	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.	Three years	When the property is wrongfully taken.
70.	To recover movable property deposited or pawned from a depository or Pawnee.	Three Years	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.	Three Years	When the sale becomes known to the plaintiff.

70	Part VII – suits r		
72.	For compensation for doing or for omitting to do act alleged to be in pursuance of any enactment in force for the time being in the territories to which	One year	When the act or omission takes place.
73.	this Act extends. For compensation for false	One year	When the imprisonment
74.	imprisonment. For compensation for a malicious	One year	ends. When the plaintiff is
	prosecution		acquitted or the prosecution is otherwise terminated.
75.	For compensation for libel	One year	When the libel is published
76.	For compensation for slander.	One year	When the words are spoken or, if the words are not actionable in themselves, when the special damage complained of results.
77.	For compensation for loss of service occasioned by the seduction of the plaintiff's servant or daughter.	One year	When the loss occurs.
78.	For compensation for inducing a person to break a contract with the plaintiff.	One year	The date of the breach.
79.	For compensation for an illegal, irregular or excessive distress.	One year	The date of the distress.
80.	For compensation for wrongful seizure of movable property under legal process.	One year	The date of the seizure
81.	By executors, administrators or representatives under the legal representatives' suit Act, 1855 (12 of 1855)	One year	The date of the death of the person wronged.
82.	By executors, administrators or representatives under the Indian Fatal Accidents Act, 1855 (13 of 1855)	Two years	The date of the death of the person killed.
83.	Under the legal representatives Suits Act, 1855 (12 of 1855) against an executor, an administrator or any other representative.	Two years	When the wrong complained of is done.
84.	Against one who, having a right to use property for specific purposes, perverts it to other purposes.	Two years	When the perversion first becomes known to the person injured thereby
85.	For compensation for obstructing a way or a watercourse.	Three years	The date of the obstruction
86.	For compensation for diverting a watercourse.	Three years	The date of the diversion.
87.	For compensation for trespass upon immovable property.	Three years	The date of the trespass
88.	For compensation for infringing copyright or any other exclusive privilege.	Three years	The date of the infringement.
89.	To restrain waste.	Three years	When the waste begins
90.	For compensation for injury caused by an injunction wrongfully obtained.	Three years	When the injunction cases
91.	For compensation,		
(a)	For wrongfully taking or detaining any specific movable property lost, or acquired by theft, or dishonest misappropriation or conversion;	Three years	When the person having the right to the possession of the property first learns in whose possession it is.
(b)	For wrongfully taking or injuring or wrongfully detaining any other specific movable property.	Three years	When the property is wrongfully taken or injured, or when the retainer's possession becomes unlawful.

	Part VIII – suits relating to	Trust and	Trust property
92.	To recover possession of immovable property conveyed or bequeathed in trust and afterwards transferred by the trustee for a valuable consideration.	Twelve years	When the transfer becomes known to the plaintiff.
93.	To recover possession of movable property conveyed or bequeathed in trust and afterwards transferred by the trustee for a valuable consideration.	Three years	When the transfer becomes known to the plaintiff.
94.	To set aside a transfer of immovable property comprised in a Hindu, Muslim or Buddhist religious or charitable endowment, made by a manager thereof for a valuable consideration.	Twelve Years	When the transfer becomes known to the plaintiff.
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.	Three years	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.	Twelve years	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	Miscellane	ous Matters
97.	To enforce a right of pre- emption whether the rights is founded on law or general usage or on special contract.	One year	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 [an order referred to in Rule 63 or in 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.	One year	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.	One year	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 proceedings other than a suit or any act or order of an officer of Government in his official capacity.	One year	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	Han a judament including a	Thuas	The date of the judgment or
101.	Upon a judgment including a foreign judgment, or a recognisance	Three years	The date of the judgment or recognisance
102.	For property which the plaintiff has conveyed while insane.	Three years	When the plaintiff is restored to sanity and has knowledge of the conveyance.
103.	To make good out of the general estate of a deceased trustee the loss occasioned by a breach of trust.	Three years	The date of the trustee's death or if the loss has not then resulted, the date of the loss.
104.	To establish a periodically recurring right	Three years	When the plaintiff is first refused the enjoyment of the right.
105.	By a Hindu for arrears of maintenance	Three years	When the arrears are payable
106.	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,	Twelve years	When the legacy or share becomes payable or deliverable
107.	For possession of hereditary office. Explanation:- 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.	Twelve years	When the defendant takes possession of the office adversely to the plaintiff
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 remarriage.	Twelve years	The date of alienation.
109.	By a Hindu governed by Mitakshara law to set aside his father's alienation of ancestral property.	Twelve years	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	Twelve years	When the exclusion becomes known to the plaintiff
111.	By or on behalf of a 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.	Thirty years	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.	Thirty years	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 the	re is no nre	scribed period
113.	Any suit for which no period of limitation is provided elsewhere	Three years	When the right to use accrues.

SECOND DIVISION - APPEAL

Art. No.	Description of Appeal	Period of limitation	Time from which period begins to run
1	2	3	4
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)	Ninety days	The date of the order appealed from
(b)	Under sub-section (3) of Sec.417 of that Code.	Thirty days	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.	Thirty days	The date of the sentence.
(b)	From any other sentence or any order not being an order of acquittal		
(i)	To the High Court	Sixty days	The date of the sentence or order.
(ii)	To any other Court	Thirty days	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.	Ninety days	The date of the decree or order.
(b)	To any other Court from any decree or order.	Thirty days	The date of the decree or order.
117.	From a decree or order of any High Court to the same Court	Thirty days	The date of the decree or order.

Continued next page----

THIRD DIVISION - APPLICATIONS

Art No.	Description of Application	Period of limitation	Time from which period begins to run
1	2	3	4
	Part I – Application	s in specified	cases
118.	For leave to appear and defend a suit under summary procedure.	Ten days	When the summons is served.
119.	Under the Arbitration Act, 1940 (10 of 1940)		
(a)	For the filing in Court of an award	Thirty days	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 reconsideration.	Thirty days	The date of service of the notice of the filing of the award.
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.	Ninety days	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	Sixty days	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.	Thirty Days	The date of dismissal
123.	To set aside a decree passed exparte or to re-hear an appeal decreed or heard exparte. 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.	Thirty days	The date of the decree or where the summons or notices was not duly served, when the applicant had knowledge of the decree.
124.	For a review of judgment by a Court other than the Supreme Court.	Thirty days	The date of the decree or order
125.	To record an adjustment or satisfaction of a decree	Thirty days	When the payment or adjustment is made
126.	For the payment of the amount of a decree by instalments.	Thirty days	The date of the Decree
127.	To set aside a sale in execution of a decree, including any such application by a judgment-debtor	[sixty days]	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.	Thirty days	The date of the dispossession
129.	For possession after removing resistance or obstruction to delivery of possession of immovable property decreed or sold in execution of a decree.	Thirty days	The date of resistance or obstruction.

130.	For leave to appeal as a pauper		
(a)	To the High Court	Sixty days	The date of decree appealed from.
(b)	To any other Court	Thirty days	The date of the decree appealed from.
131.	To any Court for the exercise of its power of revision under the Code of Civil Procedure, 1908 (5 of 1908), or the Code of Criminal Procedure, 1898 (5 of 1898).	Ninety days	The date of the decree or order or sentence sought to be revised.
132.	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.	Sixty days	The date of the decree, order or sentence.
133.	To the Supreme Court for special leave to appeal,		
(a)	In a case involving death sentence;	Sixty days	The date of the judgment, final order or sentence.
(b)	In a case where leave to appeal was refused by the High Court.	Sixty days	The date of the order of refusal
(c)	In any other case.	Ninety days	The date of the judgment or order
134.	For delivery of possession by a purchaser of immovable property at a sale in execution of a decree	One year	When the sale becomes absolute
135.	For the enforcement of a decree granting a mandatory injunction.	Three years	The date of the decree or where a date is fixed for performance such date.
136.	For the execution of any decree (other than a decree granting a mandatory injunction) or order of any Civil Court).	Twelve years	[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. Provided that an application for the enforcement or execution of a decree granting a perpetual injunction shall not be subject to any period of limitation.
137.	Part II – Other Any other application for which	r Application Three	S When the right to apply
137.	no period of limitation is provided elsewhere in this division	years	accrues.