



date, that point must be calculated according to the Gregorian calendar. On the other hand if the starting point is otherwise fixed by the stipulation

itself, the Court cannot apply Section 25 of the Limitation Act. In the case of South British Fire and Marine Insurance Co. v. Brojo Nath Shaha

(1909) 36 Cal. 516, their Lordships of the Calcutta High Court had to interpret a policy of insurance and they held that lunar months were meant

and not calendar months. It is therefore really a matter of interpretation in every case.

4. Coming to the facts of this case we find in the bond itself the following expressions:

I therefore covenant and give in writing that I shall pay the principal to the said creditor within three years and shall continue to pay interest on the

entire amount at 14 annas per cent, per mensem according to Hindi months including the intercalary month till the payment of the entire amount due

thereunder...If God forbid... or if six monthly interest be not paid, the said creditor shall, under all the circumstances, have power to realise the

whole of the principal, etc." We have read and re-read the document and we have also consulted the original document in Urdu character. It

seems clear to us that the parties meant that interest would be paid every six Hindi months, without dividing the year in which there is an intercalary

month into the two periods, of six and seven months. The view of the stipulation has been taken by the plaintiff himself in the account appended to

the plaint. There interest has been calculated every six Hindi months. In the first two six months the calculation is from Asarh to Push and Push to

Asarh. But in the third period which contained apparently an intercalary month, the six months are composed not of seven months Asarh to Pus but

exactly six months Asarh; to Aghan. The intention therefore was that the interest should be payable at the expiry of six months according to the

Hindi calendar, that is to say on a particular date and not at the expiry of "six months" which u/s 25 of the Limitation Act would mean six months

under the Gregorian calendar.

5. The decree of the Court below seems to be right and we hereby dismiss the appeal with costs which will include counsel's fees in this Court on

the higher scale.