
(1871) 03 CAL CK 0001

Calcutta High Court

Case No: None

Munshi Abdul Ali

APPELLANT

Vs

Tarachand Ghose

RESPONDENT

Date of Decision: March 15, 1871

Judgement

Phear, J.

This appeal turns upon a very small point. The question for us to determine is shortly this,--namely, what is the precise meaning of the words of clause 9 of section 1, Act XIV of 1859, "the period of three years from the time when the debt became due." Mr. Graham argued that these words must have regard at least to the exact minute when the promissory note payable on demand was made by the defendant, so that a portion of the day upon which the note was made must be reckoned in the period of the three years. I think that this is not so. It seems to me that the word "time," as there used, is equivalent to "date" or to "day of date," and it has been decided in very many cases that when the period is limited from the date or from the day of date it does not commence to run until the day has expired. I think, therefore, that in the present case the period of limitation did not commence to run until midnight between the 14th and 15th of November 1867. The suit was brought on the 14th November 1870, and was therefore brought on the last day of the period of three years which commenced at midnight between the 14th and 15th of November 1867; in other words it was brought within the period of three years prescribed by the clause of the Limitation Act to which I have referred. I think therefore that the appeal should be dismissed with costs on scale No. 2.

2. While I say on these grounds that the appeal should be dismissed, I desire to abstain from expressing my concurrence in the judgment of the learned Judge below, so far as regards the value of Sunday in reckoning the period of limitation.

Norman, J.

I gave judgment on a former occasion to the same effect in a case argued by Mr. Macrae before me--Madar Mohan Das v. Gour Mohan Sirkar 6 B.L.R., 293,--and I have not heard

anything to induce me to change my opinion.