



2024:DHC:3801



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **EX.F.A. 2/2019 and CM APPL. 4549/2019**

HARISH BODH & ANR Appellants
Through: Ms. Aastha Dhawan, Mr.
Gaurav Rathor, Mr. Aditya Sharma, Ms.
Shaini Bhardwaj, Mr. Vedil Thukral and Ms.
Kiran Kalra Uppal, Advocates

versus

KOTAK MAHINDRA BANK & ANR Respondents
Through: Mr. Kaushik Mishra, Advocate
for R1
Mr. Vikash Kumar, Advocate for R2

CORAM:
HON'BLE MR. JUSTICE C. HARI SHANKAR

JUDGMENT (ORAL)

% **08.05.2024**

1. The order dated 7 December 2018 passed by the learned Additional District Judge (the learned ADJ), under challenge in this Execution First Appeal rejects an application filed by the appellant under Sections 5¹ and 14(2)² of the Limitation Act, 1963, for

¹ 5. **Extension of prescribed period in certain cases.** – Any appeal or any application, other than an application under any of the provisions of Order XXI of the Code of Civil Procedure, 1908, may be admitted after the prescribed period if the appellant or the applicant satisfies the court that he had sufficient cause for not preferring the appeal or making the application within such period.

Explanation. – The fact that the appellant or the applicant was misled by any order, practice or judgment of the High Court in ascertaining or computing the prescribed period may be sufficient cause within the meaning of this section.

² 14. **Exclusion of time of proceeding bona fide in court without jurisdiction.** –

(2) In computing the period of limitation for any application, the time during which the applicant has been prosecuting with due diligence another civil proceeding, whether in a court of first instance or of appeal or revision, against the same party for the same relief shall be excluded, where such proceeding is prosecuted in good faith in a court which, from defect of jurisdiction or other cause of a like nature, is unable to entertain it.

(3) Notwithstanding anything contained in rule 2 of Order XXIII of the Code of Civil Procedure, 1908, the provisions of sub-section (1) shall apply in relation to a fresh suit instituted on permission granted by the court under rule 1 of that Order, where such permission is granted on the



2024:DHC:3801



condonation of delay in filing objections under Order XXI Rule 90³ of the Code of Civil Procedure, 1908 (CPC) and accordingly dismisses the objections. The appellants as the objectors/judgment-debtors in the execution proceedings (Ex. 5866/2016) in which the aforesaid objection under Order XXI Rule 90 CPC was filed, have assailed the impugned judgment by way of this Execution First Appeal.

Facts

2. The proceedings emanate from an award dated 10 January 2004, rendered in arbitral proceedings between Respondent 1 Kotak Mahindra Bank (hereinafter referred to as “the Bank”) and Ram Babu, father of the appellants.

3. In April 2004, the Bank filed Ex. Petition 14/2004 seeking execution of the award dated 10 January 2004. Objections against the

ground that the first suit must fail by reason of a defect in the jurisdiction of the court or other cause of a like nature.

Explanation. – For the purposes of this section,—

(a) in excluding the time during which a former civil proceeding was pending, the day on which that proceeding was instituted and the day on which it ended shall both be counted;

(b) a plaintiff or an applicant resisting an appeal shall be deemed to be prosecuting a proceeding;

(c) misjoinder of parties or of causes of action shall be deemed to be a cause of a like nature with defect of jurisdiction.

³ 90. **Application to set aside sale on ground of irregularity or fraud. –**

(1) Where any immovable property has been sold in execution of a decree, the decree-holder, or the purchaser, or any other person entitled to share in a rateable distribution of assets, or whose interests are affected by the sale, may apply to the Court to set aside the sale on the ground of a material irregularity or fraud in publishing or conducting it.

(2) No sale shall be set aside on the ground of irregularity or fraud in publishing or conducting it unless, upon the facts proved, the Court is satisfied that the applicant has sustained substantial injury by reason of such irregularity or fraud.

(3) No application to set aside a sale under this rule shall be entertained upon any ground which the applicant could have taken on or before the date on which the proclamation of sale was drawn up.

Explanation.—The mere absence of, or defect in, attachment of the property sold shall not, by itself, be a ground for setting aside a sale under this rule.

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2024:DHC:3801



said execution petition were filed by the appellants, as the judgment-debtors on 17 December 2004.

4. Against the dismissal of the said objections, the appellants preferred FAO 240/2005 before this Court. In the said FAO, while issuing notice on 29 August 2005, this Court permitted sale of the disputed property to take place but directed that there would be no confirmation of sale. FAO 240/2005 ultimately came to be dismissed on 28 November 2007.

5. In the interregnum, on 31 October 2005, the disputed property was put to auction in accordance with the liberty granted by this Court in its order dated 29 August 2005 in FAO 240/2005. Respondent 2 was the successful auction purchaser. 25% of the purchase price was paid by Respondent 2 on 31 October 2005 and 75% on 19 November 2005.

6. On 14 March 2008, the appellants filed objections under Order XXI Rule 90 of the CPC – from the order passed wherein the present appeal emanates – for setting aside of the sale of the disputed property, which had taken place on 31 October 2005. Ms. Dhawan's contention is that as the complete auction money against the auction of the disputed property was not paid by Respondent 2, as the auction purchaser, within 15 days from the date of sale of the property as required by Order XXI Rule 85 of the CPC, the property had necessarily to be re-sold. The sale which took place on 31 October 2005, thus was rendered a nullity. It was pleaded in the said

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2024:DHC:3801



application that the sale was thus vitiated by material irregularity as full payment of the auction purchase money was not paid by Respondent 2 to the appellant within 15 days of the auction. Additionally, Ms. Dhawan submits that the sale was also vitiated by fraud as the auction price was ridiculously low compared to the price which the disputed property would fetch in the market. She submits, therefore, that it was essentially a sale effected by collusion between the Respondent 1 and 2.

7. The objections were accompanied by an application seeking condonation of delay under Section 5 of the Limitation Act, as well as exclusion of the time spent in prosecuting FAO 240/2005, under Section 14 thereof.

8. The impugned order dated 7 December 2018 rejects both the prayers. Reliance has been placed by the learned ADJ on paras 6 to 8 of the judgment of this Court in *Rakesh Kumar Sharma v. Shashi Prabha Sharma*⁴, which read thus:

"6. In execution proceedings for filing objections to attachment and sale of a property, there are four essential stages. The first stage of filing objections is under Order XXI Rule 58 CPC whereby attachment made under Order XXI Rule 54 CPC is objected. Attachment is objected on the ground that for whatever reasons permissible in law including that attachment could not have taken place of the property which has been attached on the ground that the property did not belong to the judgment debtor. The second stage for filing objections is under Order XXI Rule 66 CPC when proclamation of sale is to be drawn up. The first proviso of Order XXI Rule 66 CPC however makes it clear that no notice is required to be given to the judgment debtor for drawing up of proclamation of sale once notice of attachment is issued to the judgment debtor under Order XXI Rule 54 CPC. The third

⁴ 2014 SCC OnLine Del 7551



2024:DHC:3801



stage when objections are filed is after the auction sale proceedings are conducted and the judgment debtor at that stage seeks to make payment of the decreed amount, and which objections/proceedings are the subject matter of Rule 89 of Order XXI CPC. The fourth stage of filing objections is in terms of Order XXI Rule 90 CPC and under which objections are entertained only on the limited grounds of existence of a material irregularity or-fraud in publishing or conducting the sale. Sub-Rule (3) of Rule 90 of Order XXI CPC however makes it abundantly clear that objections which are entertained under sub-Rule (1) of Rule 90 of Order XXI CPC are not those objections which ought to have been raised earlier before the drawing up of the proclamation of sale. The object of sub-Rule (3) of Rule 90 of Order XXI CPC is to give finality to the drawing up of the proclamation of sale and not for re-opening the factum with respect to the conduct of the auction sale proceedings.

7. At this stage, I would seek to refer to Section 5 of the Limitation Act, 1963 which states that condonation of delay is not permissible with respect to an application which is filed under Order XXI CPC i.e with respect to an application which is for filing of objections, there cannot be extension of time beyond the prescribed period of limitation. The prescribed period for setting aside a sale of a property effected in execution of a decree is a period of sixty days from the date of the sale as per Article 127 of the Limitation Act, 1963.

8. Admittedly, in the present case, auction proceedings were conducted on 17.07.2007. These subject objections which were filed and which have been dismissed by the executing court and the first appellate court were filed on 25.01.2008, and therefore, the objections were clearly barred by limitation inasmuch as they were not filed within 60 days from 17.07.2007. These objections being therefore clearly time barred, and since no condonation of delay is permissible under Section 5 of the Limitation Act, 1963 with respect to an application under Order XXI CPC, the objections/ application in fact was liable to be dismissed in limine, however, both the courts below decided objections on merits also and which was not required."

9. The learned ADJ has held that the position that no application under Section 5 of the Limitation Act could be maintained for condonation of delay of an application filed in execution proceedings, was no longer *res integra* and that this principle applied equally to

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2024:DHC:3801



proceedings under Order XXI Rule 90 CPC.

10. The learned ADJ has also rejected the prayer for exclusion of the period spent in prosecuting FAO 240/2005. The learned ADJ has treated FAO 240/2005 as an application filed under Section 37(2)⁵ of the Arbitration and Conciliation Act, 1996, and has held that as the issue in controversy in the said FAO was completely distinct from the challenge to the auction sale of the disputed property in the objections filed by the appellant under Order XXI Rule 90 CPC, the appellant was not entitled to seek exclusion of the period during which FAO 240/2005 remained pending before this Court.

11. Aggrieved by the aforesaid decision, the appellant has preferred the present Execution First Appeal.

Rival Contentions

12. I have heard Ms. Aastha Dhawan and Mr. Kaushik Mishra, learned counsel for Respondent 1, at length.

13. Ms. Dhawan submits that as, by operation of Order XXI Rules 84 to 86⁶ CPC, the auction purchase was rendered a nullity, there was

⁵ 37. **Appealable orders.** –

- (2) An appeal shall also lie to a court from an order of the arbitral tribunal—
(a) accepting the plea referred to in sub-section (2) or sub-section (3) of Section 16;
or
(b) granting or refusing to grant an interim measure under Section 17.

⁶ 84. **Deposit by purchaser and re-sale on default.** –

- (1) On every sale of immovable property the person declared to be the purchaser shall pay immediately after such declaration a deposit of twenty-five per cent on the amount of his purchase-

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EX.F.A. 2/2019

Page 6 of 17

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2024:DHC:3801



in fact no requirement even for filing of an objection petition. In any event, she submits that no period of limitation can be allowed to stand in the way of the plea that the auction of the disputed property in execution was rendered a nullity on the ground of infraction of the time periods stipulated in Order XXI Rules 84 to 86 of the CPC. She relies for this purpose on para 9 of the judgment of the Supreme Court in *Manilal Mohanlal Shah v. Sardar Sayed Ahmed Sayed Mahmud*⁷, which reads thus:

“9. The provision regarding the deposit of 25% by the purchaser other than the decree-holder is mandatory as the language of the rule suggests. The full amount of the purchase money must be paid within fifteen days from the date of the sale but the decree-holder is entitled to the advantage of a set-off. The provision for payment is, however, mandatory.... (Rule 85). If the payment is not made within the period of fifteen days, the court has the discretion to forfeit the deposit, and there the discretion ends but the obligation of the court to re-sell the property is imperative. A further consequence of non-payment is that the defaulting purchaser forfeits all claim to the property.... (Rule 86).”

14. The above decision, submits Ms. Dhawan, makes it clear that the auction sale of the disputed property in the present case stood entirely vitiated for failure of the Respondent 2 to make payment of the complete auction purchase money within 15 days of conducting of the auction. She also submits that as the property was grossly

money to the officer or other person conducting the sale, and in default of such deposit, the property shall forthwith be re-sold.

(2) Where the decree-holder is the purchaser and is entitled to set-off the purchase-money under Rule 72, the Court may dispense with the requirements of this rule.

85. Time for payment in full of purchase-money. – The full amount of purchase-money payable shall be paid by the purchaser into Court before the Court closes on the fifteenth day from the sale of the property: Provided, that, in calculating the amount to be so paid into Court, the purchaser shall have the advantage of any set-off to which he may be entitled under Rule 72.

86. Procedure in default of payment. – In default of payment within the period mentioned in the last preceding rule, the deposit may, if the Court thinks fit, after defraying the expenses of the sale, be forfeited to the Government, and the property shall be re-sold, and the defaulting purchaser shall forfeit all claim to the property or to any part of the sum for which it may subsequently be sold.

⁷ AIR 1984 P&H 319

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2024:DHC:3801



undervalued the auction sale was vitiated by fraud. In such a case, she submits that the objections filed by the appellant could not have been rejected on the ground of limitation. She relies for this purpose on the decision of a learned Single Judge of High Court of Punjab and Haryana High Court in *Punjab Financial Corporation, Chandigarh v. M/s. Garg Rice & General Mills, Samana*⁸.

15. Ms. Dhawan has also placed reliance on an order dated 29 May 2009 passed by this Court in Ex. FA 5/2009, which, in turn was filed by the appellant against an earlier order by which the objections from which the present appeal emanates, were dismissed for non-prosecution. She has invited my attention to order dated 29 May 2009 issuing notice on the said appeal as well as the subsequent order dated 22 November 2011 by which Ex. FA 5/2009 was disposed of. These orders read as under:

Order dated 29 May 2009

“EX. F.A. 5/2009

Learned counsel for appellant has submitted that ex-parte award for a sum of Rs.8 lakhs along with interest was passed against the appellant by the learned Arbitrator in October, 2005. When the appellant came to know of the same, he filed objections under Section 34 of Arbitration and Conciliation Act. The same were also dismissed by concerned court. In the execution proceedings filed by Decree Holder, appellant/JD had filed objections. The same were dismissed vide order dated 6.3.2009. It is submitted that objections were not dismissed on merits but for non-prosecution on the ground that copy of the same was not supplied to counsel for auction purchaser.

Learned counsel has submitted that copy of objections could not be supplied to auction purchaser due to bonafide mistake, instead

⁸ AIR 1984 P&H 319



2024:DHC:3801



same was supplied to counsel for decree-holder on 30.1.2008.. It is submitted that, thereafter, review application had been filed but the same was also dismissed on 17.4.2009. It is submitted that while dismissing the objections on the ground of non-prosecution, learned ADJ ordered that auction/sale is confirmed and ordered for issuance of certificate of sale in favour of auction purchaser i.e respondent no.2. It is further contended that there is material irregularity in the impugned order as regards the manner in which the sale has been conducted and also as regards the value of the property in question. Learned counsel for appellant has referred to grounds stated in page 9 of the paper book. It is submitted that the value of the property in question is worth Rs 35 lacs but the same has been sold for a sum of Rs.15,70,000/- only.

In view of above, issue notice to the respondents to show cause as to why the present appeal be not admitted, returnable for 8th September, 2009.

CM No. 8000/2009 (stay)

Issue notice to respondents, returnable for 8th September, 2009.

Subject to deposit of Rs.15,70,000/- within six weeks from today before the concerned execution court, there will be stay of proceedings of application seeking delivery of possession of the property in question till the next date.”

Order dated 22 November 2011

During the course of hearing, a consensus has arrived at that the impugned judgment be set aside subject to the following observations:-

- (i) Copies of the objections which have been filed in the trial Court shall be positively delivered to the counsel for the respondents today itself,
- (ii) The trial Court is requested to expeditiously dispose of the objections considering the fact that an auction purchaser has already paid price of the property which has been released to the Decree Holder. Preferably and to the extent possible arguments in the objections be completed within a period of one year from the date when the trial Court receives a copy of this order.

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2024:DHC:3801



(iii) Filing of the objections will not mean automatic stay of the impugned judgment and decree and the trial Court will consider the interim application filed for stay of the impugned judgment and decree by the appellant/objector in accordance with law

(iv) In case evidence is required to be led on the objections, then, not more than two opportunities will be granted to both the parties.

(v) The appellant will pay costs of Rs.10,000/- to the respondent/auction purchaser on account of present litigation and the delay in finalization of the auction sale proceedings.

In view of the above, the appeal is disposed of subject to the aforesaid observations.”

16. Ms. Dhawan submits, with especial reference to observation (iv) in the order dated 22 November 2011, that the appellant and the respondents had *ad idem* and with consent agreed to disposal of the objection petition filed by the petitioner in accordance with law. Observation (iv) of this Court in its order dated 22 November 2011 to the effect that in case evidence was required to be led on the objections, not more than two opportunities would be granted to both parties, she submits, indicates that even this Court intended the objections to be decided on merits and not on the ground of limitation.

17. For all these reasons, Ms. Dhawan would exhort this Court to set aside the impugned order and direct the learned ADJ to consider the appellant’s objections afresh on merits.

18. Responding to the submission of Ms. Dhawan, Mr. Kaushik Mishra, learned counsel for Respondent 1 submits that the issue in



2024:DHC:3801



controversy stands settled by the judgment of the Supreme Court in *Damodaran Pillai v. South Indian Bank Ltd.*⁹ and *Aarifaben Yunusbhai Patel v. Mukul Thakorebhai Amin*¹⁰. He relies on para 14 to 16 of *Damodaran Pillai* and paras 8 to 9 of *Aarifaben Yunusbhai Patel*:

Paras 14 to 16 of *Damodaran Pillai*

“14. It is also trite that the civil court in absence of any express power cannot condone the delay. For the purpose of condonation of delay in the absence of applicability of the provisions of Section 5 of the Limitation Act, the court cannot invoke its inherent power.

15. It is well-settled that when a power is to be exercised by a civil court under an express provision, the inherent power cannot be taken recourse to.

16. An application under Section 5 of the Limitation Act is not maintainable in a proceeding arising under Order 21 of the Code. Application of the said provision has, thus, expressly been excluded in a proceeding under Order 21 of the Code. In that view of the matter, even an application under Section 5 of the Limitation Act was not maintainable. A fortiori for the said purpose, inherent power of the court cannot be invoked.”

Paras 8 and 9 of *Aarifaben Yunusbhai Patel*

“8. Order 21 Rule 90 of the CPC reads as follows:

“90. Application to set aside sale on ground of irregularity or fraud.-

(1) Where any immovable property has been sold in execution of a decree, the decree-holder, or the purchaser, or any other person entitled to share in a rateable distribution of assets, or whose interests are affected by the sale, may apply to the Court to set aside the sale on the ground of a material irregularity or fraud in publishing or conducting it.

(2) No sale shall be set aside on the ground of

⁹ (2005) 7 SCC 300
¹⁰ (2020) 5 SCC 449



2024:DHC:3801



irregularity or fraud in publishing or conducting it unless, upon the facts proved, the Court is satisfied that the applicant has sustained substantial injury by reason of such irregularity or fraud.

(3) No application to set aside a sale under this rule shall be entertained upon any ground which the applicant could have taken on or before the date on which the proclamation of sale was drawn up.”

9. The limitation for filing an application to set aside a sale in execution of decree is 60 days in terms of Article 127 of Third Division, Part 1 of the Limitation Act, 1963 (for short “the Act”). Reference may also be made to Section 5 of the Act which reads as follows:

“5. Extension of prescribed period in certain cases.— Any appeal or any application, other than an application under any of the provisions of Order 21 of the Code of Civil Procedure, 1908 (5 of 1908), may be admitted after the prescribed period, if the appellant or the applicant satisfies the court that he had sufficient cause for not preferring the appeal or making the application within such period.

*Explanation.—*The fact that the appellant or the applicant was misled by any order, practice or judgment of the High Court in ascertaining or computing the prescribed period may be sufficient cause within the meaning of this section.”

A bare reading of this provision clearly shows that Section 5 of the Act which deals with extension of time or condonation of delay is not applicable to proceedings under Order 21 Rule 90 CPC. Therefore, the delay, if any, cannot be condoned under Section 5 of the Act.”

19. These decisions, submits Mr. Mishra, conclusively hold that execution proceedings, as well as application in execution proceedings have to abide by the provisions of limitation and that Section 5 of the Limitation Act does not apply to them. *Aarifaben Yunusbhai Patel*, he points out, specifically deals with an application preferred under Order XXI Rule 90 CPC and holds that such an application is subject

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2024:DHC:3801



to the period of limitation envisaged in Article 127 of the Limitation Act. There is, therefore, in Mr. Mishra's submission, no infirmity whatsoever in the impugned order passed by the learned ADJ, which is required to be upheld in its entirety.

Analysis

20. Having heard learned counsel for both sides, I am in complete agreement with Mr. Mishra that the issue in controversy is covered by the judgments of the Supreme Court in *Damodaran Pillai* and *Aarifaben Yunusbhai Patel*. It is categorically held in the said judgments that an application under Order XXI Rule 90 CPC for setting aside of sale of property sold in execution of a decree has to abide by the provision of Article 127 of the Limitation Act, which requires it to be filed within sixty days of the sale, and that Section 5 of the Limitation Act is not applicable to such proceedings.

21. There is, therefore, no infirmity whatsoever in the decision of the learned ADJ to reject the petitioner's application under Section 5 of the Limitation Act as not maintainable in the matter of filing objections under Order XXI Rule 90 CPC.

22. In the face of the decisions in *Damodaran Pillai* and *Aarifaben Yunusbhai Patel*, Ms. Dhawan cannot be heard to rely on of-cited principles that fraud vitiates everything and a decision predicated on the ground of fraud cannot be subjected to limitation. Such an argument would clearly fly in the face of decision in *Damodaran Pillai* and *Aarifaben Yunusbhai Patel* read with Order XXI Rule 90

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2024:DHC:3801



of the CPC and Section 5 of the Limitation Act.

23. Article 127 of the Limitation Act is worded in omnibus terms. It covers all cases of an application to set aside the sale in execution of a decree, including an application which urges fraud or material irregularity as the ground. It is not restricted to any particular category of applications nor is the ground on which the application is made, a relevant consideration while dealing with Article 127 of the Limitation Act. The submission of Ms. Dhawan, if accepted, would amount to re-writing Article 127 of the Limitation Act to include, therein, an exception in cases where a sale in execution proceedings is sought to be set aside on the ground of fraud. No Court can rewrite a Parliamentary statute. Insofar as the non-applicability of the Limitation Act to such proceedings is concerned, the issue stands settled with the judgment in *Damodaran Pillai* and *Aarifaben Yunusbhai Patel*.

24. That apart, once the legislature has itself included in Order XXI Rule 90 of the CPC, material irregularity or fraud as circumstances in which sale of property in an auction can be challenged, and has further provided, in Section 5 of the Limitation Act, that an application under Order XXI of the CPC would not be subject to limitation, without restricting its applicability to any specific Rule or Rules under Order XXI, it cannot be sought to be contended that the benefit of Section 5 would continue to be available in the case of an application filed under Order XXI Rule 90, pleading fraud. Section 5 of the Limitation Act clearly excludes, from its ambit “an application *under any of the*

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2024:DHC:3801



provisions of Order XXI of the Code of Civil Procedure Code, 1908". There can be no dispute that Order XXI Rule 90 is one of the provisions in Order XXI. It is, therefore, squarely covered by the exclusion contained in Section 5 of the Limitation Act. The benefit of Section 5 of the Limitation Act ergo would not be available to an application filed under Order XXI Rule 90 of the CPC, even if it pleads material irregularity or fraud in the sale.

25. In any case, this issue, as Mr. Mishra correctly points out, stands covered by the decisions in *Damodaran Pillai* and *Aarifaben Yunusbhai Patel*.

26. Equally, no exception can be taken to the decision of the learned ADJ to reject the prayer of the petitioner for exclusion from the period of limitation, while computing the period during which FAO 240/2005 was pending before this Court. The learned ADJ is correct in his finding that the subject matter of FAO 240/2005 is completely different from the challenge in the objection petition preferred under Order XXI Rule 90 of the CPC. Section 14(1) of the Limitation Act applies to exclude the time during which the plaintiff has been prosecuting, with due diligence, another civil proceeding against the defendant, "*where the proceeding relates to the same matter in issue.....*". The matter in issue in FAO 240/2005 and the matter in issue in the present Objection Application filed by the appellant before the learned ADJ are completely different. The matter in issue in FAO 240/2005 was the correctness of the decision of the learned ADJ to dismiss the objections filed by the appellant to the



2024:DHC:3801



execution petition preferred by Respondent 1, seeking execution of the arbitral award. As against this, the matter in issue in the objection application from which the present appeal emanates was the validity of the auction sale of the disputed property which took place on 31 October 2005. That question did not form any part of the matter in issue in FAO 240/2005.

27. As the matter in issue in FAO 240/2005 was completely different from the matter in issue in the Objection Application filed by the appellant under Order XXI Rule 90 of the CPC, it is obvious that the time expended in prosecuting FAO 240/2005 could not be excluded while computing limitation for the purposes of institution of the objection petition preferred by the appellant under Order XXI Rule 90 of the CPC.

28. Though the learned ADJ has, in the impugned order, apparently erroneously treated FAO 240/2005 as an appeal under Section 37 of the Arbitration Act, the principal reasoning that the matter in issue in the said FAO and the matter in issue in the Objection Application filed by the appellant under Order XXI Rule 90 of the CPC were different, does not brook any cavil.

29. Resultantly, no infirmity can be found in the impugned order passed by the learned ADJ to reject the prayer of the appellant for condonation of delay under Section 5 of the Limitation Act as well as for exclusion under Section 14 of the Limitation Act of the time spent in prosecuting FAO 240/2005.

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Page 16 of 17



2024:DHC:3801



Conclusion

30. The impugned order dated 7 December 2018 passed by the learned ADJ is, therefore, confirmed in its entirety. The appeal stands dismissed with no orders as to costs.

C. HARI SHANKAR, J.

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Click here to check corrigendum, if any

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By: CHANDRASEKHARAN
HARI SHANKAR
Signing Date: 10.05.2024
14:56:13