



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

CIVIL REVISION APPLICATION NO.24 OF 2026

APPLICANTS

(Ori. Defendants)
(No.3)

(Ori. Def. No.4)

(Ori. Def. No.5)

(Ori. Def. No.6)

(Ori. Def. No.7)

(Ori. Def. No.2)

- :-** 1) Mr. Baba saheb Manjre
Age 65 Yrs, Occ. Retired
- 2) Komal Manjre Khapekar
Age 34 Yrs, Occ. Household
- 3) Mr. Subham Anil Khapekar
Age 36 Yrs, Occ. Service
- 4) Madhumita Manjre
Age 35 Yrs, Occ. Household
- 5) Shri Bhusan Babasaheb Manjre,
Age 38 Yrs, Occ. Service
- 6) Mrs Alka Babasaheb Manjre,
Age 62 Yrs, Occ. Household,
All R/o 1101, Wing A, Rachana Megsparsh,
Jaitala road, Nagpur – 440022.

..VERSUS..

RESPONDENT

(Ori. Plaintiff)

:- Shri Harshad Shrihari Bhandarkar
Aged 32 Yrs, Occupation – Service,
R/o 23 Shirhari, Suraj Gruh Nirvan
Society, New Manish Nagar, Somalwada,
Nagpur-440005.

Mr. Sailesh S. Sitani, Advocate for Applicants.
Mr. Pankaj S. Tidke, Advocate for Respondent.

CORAM : ROHIT W. JOSHI, J.

DATE OF RESERVING THE JUDGMENT: 24.04.2026

DATE OF PRONOUNCING THE JUDGMENT: 15.05.2026

JUDGMENT :

1. The present revision application is filed in order to challenge order dated 05.01.2026 passed by the learned 6th Joint Civil Judge Senior Division, Nagpur, on applications at Exhibits 1, 11 and 14 in Summary Civil Suit No.236 of 2023. The applicants are original defendants and respondent is original plaintiff.

2. The respondent had filed the aforesaid civil suit under Order XXXVII of the Code of Civil Procedure, 1908 (for short "CPC") for recovery of amount of Rs.19,65,000/- as a summary civil suit. Vide order dated 05.01.2026 passed below Exhibit 1, the learned trial Court has ordered that the suit is not maintainable as a summary suit and has directed that the civil suit be proceeded as regular civil suit. The order passed below Exhibit-1 will indicate that, the learned Trial Court was of the opinion that the suit was not eligible to be registered as a summary suit under Order 37 of the CPC. The learned Trial Court, therefore, directed the suit to be registered as a normal suit. Accordingly, the suit came to be registered.

3. Mr. Sitani, learned Advocate for the applicants, contends that there is no provision under the CPC for directing a suit filed under Order 37 to be registered as a normal civil suit. In the considered opinion of this Court, since the learned Trial Court, on

its own, found that the suit did not satisfy requirements of Order 37 it ordered the suit to proceed as a normal civil suit. This cannot be a ground for rejection of plaint. The learned advocate did not point out any provision prohibiting the learned Civil Court to proceed with adjudication of suit filed under Order 37 as a normal civil suit.

4. The plaintiff filed the aforesaid civil suit for recovery of money on or about 18.07.2023. The case of plaintiff is that he had advanced an amount of Rs.19,65,000/- to the defendants from time to time from 16.04.2018 to 02.02.2019. It is the case of the plaintiff that defendants had represented to him that they had started a business of investments in stock market and had assured handsome returns on amount to be deposited by the plaintiff with them. The plaintiff contends that in view of such representation, amount of Rs.19,65,000/- was deposited by him with the defendants from time to time.

5. The plaintiff has claimed that initially when he made a request to pay advance amount towards the profits earned from the investment, the defendants promised to return the amount with profits by March, 2019. The plaintiff has alleged that however from March, 2019, the defendants avoided contact with him and did not return the amount despite repeated demands. It is stated that the

defendant No.2 informed the plaintiff that the defendant No.1 had suffered immense losses in his business and various investors had lodged police complaints against him. The plaintiff has stated that, in view of the aforesaid, he lodged FIR against the defendants with Ganeshpeth Police Station, Nagpur, on 24.10.2019.

6. The case of the plaintiff is that the defendants had obtained deposits from him on promise of guaranteed returns at the rate of 10% per month and duped him by not returning the amount. The plaintiff has stated that cause of action for filing the suit arose in March, 2019, when the defendants avoided contact on demand being made for refund of amount and in October, 2019 where the FIR was lodged.

7. The suit is filed on 28.07.2023. The defendant Nos.1 and 2, and 3 to 6 filed two separate applications vide Exhibits 11 and 14, respectively, seeking rejection of plaint principally on the grounds that the plaint did not disclose cause of action and that plaint averments revealed that the suit was barred by limitation. The learned trial Court has rejected both these applications. The present revision application is filed challenging the said orders.

8. The plaintiff has stated in the plaint that in view of orders passed by the Hon'ble Supreme Court for excluding the period of

limitation on account of Covid-19 lockdown, the period from 15.03.2020 till 02.10.2021 should be excluded for the purpose of computation of limitation.

9. During the course of hearing of the present revision application, Mr. Shailesh S. Sitani, learned advocate for the petitioners has restricted his submissions to the ground of limitation. The contention of Mr. Sitani is that according to the plaintiff, amount was advanced by him to the defendants on various dates from 16.04.2018 to 02.02.2019. The contention is that even if the limitation is computed from 02.02.2019 i.e. the last date of deposit, the suit filed in July, 2023 will be beyond the prescribed period of limitation of three years.

10. Mr. Sitani, contends that normally the limitation would have come to an end on 01.02.2022. He further argues that the Hon'ble Supreme Court had directed exclusion period of limitation from 15.03.2020 till 28.02.2022 only in cases where the limitation period did not expire during the period between 15.03.2020 to 28.02.2022. Mr. Sitani, contends that in cases where the normal period of limitation expired between 15.03.2020 to 28.02.2022, the Hon'ble Supreme Court had granted period of 90 days from 01.03.2022 for filing civil suit. He therefore contends that the civil

suit ought to have been filed on or before 29.05.2022. The learned advocate therefore contends that the suit filed in the month of July, 2023 is barred by limitation.

11. *Per contra*, Mr. Tidke, learned advocate for the respondent/plaintiff contends that the Hon'ble Supreme Court has directed that entire period from 15.03.2022 till 28.02.2022 should be excluded for the purpose of computation of limitation. The learned advocate argues that the entire period that from 15.03.2020 to 28.02.2022 has to be excluded for the purpose of computation of limitation and accordingly the suit is filed within the prescribed period of limitation. Both sides placed reliance on the order passed by the Hon'ble Supreme Court excluding the period of limitation and placed their respective interpretations with respect to the said orders.

12. In view of the aforesaid, the only question that falls for consideration is interpretation of order passed by the Hon'ble Supreme Court and which particular clause of order passed by the Hon'ble Supreme Court will be applicable to the facts of the present case. The relevant portion of the order dated 10.01.2022 passed by the Hon'ble Supreme Court in Miscellaneous Suo Motu W (C) No.3 of 2020, In RE: Cognizance for extension of limitation, as

extracted herein below in ready reference :-

“I. In computing the period of limitation for any suit, appeal, application or proceeding, the period from 15.03.2020 till 02.10.2021 shall stand excluded. Consequently, the balance period of limitation remaining as on 15.03.2020, if any, shall become available with effect from 03.10.2021.

II. In cases where the limitation would have expired during the period between 15.03.2020 till 02.10.2021, notwithstanding the actual balance period of limitation remaining, all persons shall have a limitation period of 90 days from 03.10.2021. In the event the actual balance period of limitation remaining, with effect from 03.10.2021, is greater than 90 days, that longer period shall apply.

III. The period from 15.03.2020 till 02.10.2021 shall also stand excluded in computing the periods prescribed under Sections 23(4) and 29A of the Arbitration and Conciliation Act, 1996, Section 12A of the Commercial Courts Act, 2015 and provisos (b) and (c) of Section 138 of the Negotiable Instruments Act, 1881 and any other laws, which prescribe period(s) of limitation for instituting proceedings, outer limits (within which the court or tribunal can condone delay) and termination of proceedings.”

13. Limitation for filing a suit for recovery of money is three years. The starting point of limitation of three years will depend on

the exact nature of the transaction between the parties. Whether the date of deposit or the date of demand will be the starting point for computing limitation will have to be decided having regard to the exact nature of transaction.

14. The contention of Mr. Sitani that on 02.02.2019, i.e. the last date of deposit, will be the starting point of limitation cannot be accepted at this stage while dealing with an application under Order 7 Rule 11 of the CPC. The exact nature of transaction will have to be established during the course of evidence. Based on that, it will be determined as to whether limitation will commence from the date of deposit or date of demand. In the present case, the plaintiff has averred that he had made a demand for payment of advance with profits and the defendants had assured that the same is invested in stock market and promised to return the amount with profits in March, 2019.

15. The plaintiff has stated in the plaint that, the amount was deposited by him with the defendants on a promise of healthy returns. He has stated that, he has made a request for refund of advance of profits to the defendants and that the defendants assured that the amount will be returned along with the profits earned by March, 2019. The plaintiff has stated that from February, 2019

defendants started avoiding his phone calls. The plaintiff has further averred that the defendants cut off the communication completely from March, 2019. It is stated by the plaintiff that the cause of action arose in the month of March, 2019.

16. I am therefore considering March, 2019 to be the starting point of limitation. The limitation for filing suit will come to an end in March, 2022.

17. In the present case, the limitation commences from March, 2019 i.e. prior to Covid-19 Pandemic and expired in March, 2022 i.e. after 28.02.2022 i.e. date upto which limitation is extended by the Hon'ble Supreme Court. It is therefore required to be seen as to which particular clause of the order extending limitation will be applicable to the present case.

18. It will be pertinent to state that vide order dated 23.03.2020, the Hon'ble Supreme Court has extended period of limitation w.e.f. 15.03.2020 till further orders. Thereafter, vide order dated 08.03.2021, it was directed that period from 15.03.2020 till 14.03.2021 shall stand excluded for the purpose of computation of limitation and the balance period of limitation remaining as on 15.03.2020 will be available from 15.03.2021. However, in view of second surge of Covid-19, the period of

limitation was ordered to be suspended vide order dated 23.09.2021 from 15.03.2020 till 02.10.2021 and it was ordered that balance period of limitation available as on 15.03.2020 will be available from 03.10.2021. Lastly, vide order dated 10.01.2022, limitation was finally extended upto 28.02.2022.

19. Clause (I) of the order dated 10.01.2022 provides that earlier order dated 23.03.2020 was restored and in continuation of earlier orders dated 08.03.2021, 27.04.2021 and 23.09.2021, period of limitation from 15.03.2020 to 28.02.2022 was ordered to be excluded for computing the period of limitation. Likewise, it was directed that in cases where period of limitation expired between 15.03.2020 to 28.02.2022, period of 90 days commencing from 01.03.2022 will be available.

20. I am in agreement with Mr. Sitani that first sentence of clause (III) of the order passed by the Hon'ble Supreme Court deals with a situation where period of limitation expires during the period intervening 15.03.2020 to 28.02.2022 and in such cases, suit must be filed within a period of 90 days from 01.03.2022 i.e. on or before 29.05.2022.

21. The contention of Mr. Tidke that in such a situation, clause (I) of the order will apply and entire period from 15.03.2020

till 28.02.2022 will have to be excluded cannot be accepted. First sentence in clause (III) deals with a specific situation where period of limitation expires between the period intervening from 15.03.2020 and 28.02.2022. The other clauses of the order do not deal with situation where the period of limitation as per Limitation Act expires between the said dates.

22. Having said so, it needs to be examined as to whether the plaint averments taken on their face value, indicate that the period of limitation for filing the suit expired between 15.03.2020 to 28.02.2022. While answering this question, it needs to be borne in mind that the orders impugned are passed under Order VII Rule 11 of the CPC. It is well settled that for the purpose of Order VII Rule 11, the plaint averments have been taken on their face value. Likewise, it is also well settled that order rejecting plaint is a drastic order which should not be passed unless it is absolutely clear that the plaint is barred by the law or does not disclose a cause of action. In case of any doubt or two views being possible, plaint should not be rejected in exercise of power under Section VII Rule 11 of the CPC.

23. Keeping the said principles in mind, when the plaint averments are perused, it appears that according to the plaintiff, the

amount was deposited by him on a promise of healthy returns from profits derived on deposit of the money in stock market. The plaintiff claims that he had requested the defendants to return the amount, in response to which the defendants assured that amount will be returned in March, 2019. The plaintiff has not mentioned the date. The plaintiff states that from February, 2019, the defendants started avoiding him and from March, 2019 communication was completely cut off. Although specific date is not mentioned, however, it is stated that from March, 2019, the defendants cut off communication with the plaintiff.

24. In such circumstances, if the limitation is counted from March, 2019, the same will expire in March, 2022 i.e. after 28.02.2022. Since the limitation will expire after March, 2022, the first sentence of clause (III) which provides that limitation of 90 days commencing from 01.03.2022 will not be applicable. The situation will be covered by clauses (I) and (II) and as such, the balance period of limitation available on 15.03.2020 will be available from 01.03.2022. The limitation as stated above, has commenced from March, 2020 therefore if the limitation is counted from 01.03.2022, the suit filed on 20.07.2023 will be within limitation.

25. In view of the aforesaid, civil revision application is **rejected.**

26. It is however clarified that the contention of the defendants that each deposit will offer a separate cause of action and limitation with respect to each deposit will be different is kept open to be adjudicated upon trial of the civil suit. Likewise, it will be open for the parties to lead evidence and make legal submissions with respect to starting point of limitation. If on the basis of evidence and submissions, it is found that the period of limitation expired between period intervening 15.03.2020 till 28.02.2022, the learned trial Court will proceed to decide the question of limitation as per first sentence in Clause (III) of the order dated 10.01.2022 passed by the Hon'ble Supreme Court.

(ROHIT W. JOSHI, J.)

C.L. Dhakate