IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01.04.2026

CORAM

THE HONOURABLE Mr. JUSTICE K. RAJASEKAR

C.R.P.No.1340 of 2023
and
C.M.P.No.8981 of 2023

1.Origi
2.Gnanammal ... Petitioners

Vs.

Govindaraj ... Respondent

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India, seeking to set aside the Fair and Decreetal Order dated 30.01.2023 made in I.A.No.277 of 2021 in O.S.No.125 of 2020 on the file of the Sub Court, Palacode by allowing this Civil Revision Petition.

For Petitioners : Mr.N.Manoharan

For Respondent : Mr.G.Mohammed Aseef

ORDER

This petition has been filed challenging the dismissal of the petition for rejection of plaint filed by the respondent in O.S.No.125 of 2020 on the file of the Subordinate Court, Palacode.

2. The respondent herein (plaintiff) has come forward with the suit for

recovery of money based on a loan document dated 18.03.2016. It is stated that the petitioners (defendants) borrowed a sum of Rs.5 lakhs from the respondent (plaintiff) on 18.03.2016 for meeting out their agricultural and emergency expenses. They agreed to repay the amount with interest at the rate of 12% per annum and executed a loan document in favour of the plaintiff. It is also stated that the repayment shall be made with accrued interest within two years from the date of document. Since the defendants have failed to repay the loan, the plaintiff issued legal notices dated 23.02.2018 as well as 10.10.2020. Thereafter, the plaintiff has come forward to file a suit on 11.11.2020 for recovery of money, paying the requisite court fee invoking under Section 22 of the Tamil Nadu Court Fees and Suits Valuation Act 14/55.

3. After receiving summons from the trial Court, the defendants have come forward with a petition seeking rejection of the plaint on the ground that the suit is patently not maintainable due to limitation since the suit itself was filed almost four years after the cause of action arose.

4. The plaintiff countered this argument, and the trial Court, after considering the pleadings made in the plaint and the documents filed along

with the plaint, held that the suit is not barred by limitation and dismissed the petition.

5. Aggrieved over the dismissal of the petition for rejection of plaint, this revision petition has been filed.

6. Mr.N.Manoharan, learned counsel for the petitioners, submitted that the loan document through which the payment of Rs.5 lakhs is made was admittedly executed on 18.03.2016. The plaintiff issued a legal notice on 23.02.2018 subsequently, no action was taken. Once again, in the year 2020, another notice was issued and thereafter, the suit was filed on 11.11.2020 by invoking under Section 22 of the Tamil Nadu Court Fees and Suits Valuation Act 14/55 which relates to recovery of money. For the purpose of limitation, recovery of money based on a written document is prescribed under Article 19 and 21 of the Limitation Act, 1963. He relied on Article 21 of the Limitation Act, 1963. He relied on Section 9 of the Limitation Act and contended that the three year period under Articles 19 and 21 of the Limitation Act commence from the date on which the loan was advanced. Unless there is a statutory provision to stop the limitation, once the limitation begins to run, it continues

interrupted. In this case, the suit was filed after a delay of over four years and is patently barred by limitation. He further submitted that to decide the issue of limitation in a case of this nature there is no necessity for application of facts or recording of evidence. Hence, he prays to allow the petition.

7. Per contra, the learned counsel for the respondent (plaintiff) submitted that the loan document itself contains categorical recitals which states that the defendants had time to repay the loan amount till the completion of two years from its execution and only thereafter the plaintiff was entitled to initiate recovery proceedings. The suit was filed within the three year limitation period from the date of default, i.e., after the two year period and is not barred by limitation and the same has been properly appreciated by the trial Court and passed the order. Hence, he prays to confirm the order passed by the trial Court.

8. I have considered the submissions made by the learned counsel on both sides and also perused the materials available on record.

9. On perusal of the records, following facts emerges the loan document, patently shows that the loan was granted on 18.03.2016 and it is stated that the

defendants shall repay the said amount within a period of two years along with interest. It is also pleaded in the plaint that the defendants failed to repay the money after receipt of notice in the year 2020, they have come forward to file the suit. This shows that the suit was been patently filed after four years after the loan execution and further there is no enlargement of the limitation period or any acknowledgement by the defendants to extend the time.

10. The relevant legal provision to decide the issue before this Court is given below:

> *"**Section 9:-***
>
> *9.Continuous running of time._ Where once time has begun to run, no subsequent disability or inability to institute suit or make an application stops it.*
>
> *Provided that, where letters of administration to the estate of a creditor have been granted to his debtor, the running of the period of limitation for a suit to recover the debt shall be suspended while the administration continues."*

11. Article 19 and 21 of the limitation act reads as follows:

ARTICLE 19

	Description Suit	***Period of Limitation***	***Time from which period begins to run***
19.	For money payable for money lent.	Three years	When the loan is made.

ARTICLE 21

	Description Suit	***Period of Limitation***	***Time from which period begins to run***
21.	For money lent under an agreement that it shall be payable on demand.	Three years	When the loan is made.

12. As per Section 9, Articles 19 and 21 of the Limitation Act, 1963 once limitation begins to run no subsequent disability or inability to institute the suit stops it. In this case which admittedly, there is no extension of time, acknowledgement, or other legal provision available to the plaintiff to save the limitation. It is also well settled explained in legal provisions cited supra, that the right to sue accrues from the date of the loan advance, as there is a liability fixed on the defendants to repay the loan amount within a period of two years. I am of the view that the trial Court has not properly considered the contentions of the defendants regarding limitation. The trial Court has taken a view that the cause of action arose only after completion of two years, and thus time to file the suit began thereafter, is misconceived. The Limitation Act

clearly provides that limitation runs from the date on which the payment (loan) was made. In such view of the matter, this Court is of the view that the order passed by the trial Court is liable to be set aside.

13. Accordingly, the Civil Revision Petition is allowed. Consequently, fair and decreetal order in I.A.No.277 of 2021 in O.S.No.125 of 2020, dated 30.01.2023, on the file of the Sub Court, Palacode is allowed. There shall be no order as to costs. Consequently, the connected miscellaneous petition stands closed.

01.04.2026

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Index : Yes
Internet : Yes
Neutral Citation Case: Yes/No

To:

1. The Sub Judge, Palacode.

K.RAJASEKAR , J.

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