LIMITATION ACT, 1963 - PROFESSIONAL CORPUS - BATCH 06

First Division, Part II - Contracts: Articles 27-55

Bonds, negotiable instruments, insurance, contribution, rent, specific performance and breach claims require instrument-by-instrument accrual analysis.

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Statutory source control. The local text below is a professional transcription and article map aligned to the current India Code architecture and listed amendments. The signed Gazette/current official source controls punctuation, footnotes, State variations and event-date application.

Dedicated Finin2min Summary - Chapter in 2 Minutes

- Bonds, negotiable instruments, insurance, contribution, rent, specific performance and breach claims require instrument-by-instrument accrual analysis.
- The first column classifies the proceeding, the second sets the period and the third fixes the starting point.
- Sections 4-24 can alter computation only when legally available.
- A special/local statute may replace the Schedule period or exclude general provisions.

Current statutory text / controlled source extract

Article 27 - Breach of promise to act at specified time or contingency
Period: 3 years
Starts: Specified time arrives or contingency happens

Article 28 - Single bond with specified payment day
Period: 3 years
Starts: Specified day

Article 29 - Single bond without specified payment day
Period: 3 years

Starts: Date of execution

Article 30 - Bond subject to condition
Period: 3 years
Starts: When condition is broken

Article 31 - Bill or note payable fixed time after date
Period: 3 years
Starts: When bill or note falls due

Article 32 - Bill payable at sight or after sight, not fixed time
Period: 3 years
Starts: When bill is presented

Article 33 - Bill accepted payable at particular place
Period: 3 years
Starts: Presentation at that place

Article 34 - Bill or note payable fixed time after sight or demand
Period: 3 years
Starts: When fixed time expires

Article 35 - Bill or note payable on demand without postponing writing
Period: 3 years
Starts: Date of bill or note

Article 36 - Note or bond payable by instalments
Period: 3 years
Starts: Each instalment due date

Article 37 - Instalment note/bond with acceleration clause
Period: 3 years
Starts: Default, unless acceleration benefit is waived; then later unwaived default

Article 38 - Note delivered to third person for delivery after event
Period: 3 years
Starts: Delivery to payee

Article 39 - Dishonoured foreign bill with protest and notice
Period: 3 years
Starts: When notice is given

Article 40 - Payee against drawer after non-acceptance
Period: 3 years
Starts: Date of refusal to accept

Article 41 - Accommodation acceptor against drawer
Period: 3 years
Starts: When acceptor pays

Article 42 - Surety against principal debtor
Period: 3 years
Starts: When surety pays creditor

Article 43 - One surety against a co-surety
Period: 3 years
Starts: Payment in excess of own share

Article 44 - Insurance policy - death or loss proof cases

Period: 3 years
Starts: Death/loss occurrence or insurer denial, according to the statutory clause

Article 45 - Assured to recover premium under voidable policy
Period: 3 years
Starts: When insurer elects to avoid

Article 46 - Succession Act refund of legacy or distributed assets
Period: 3 years
Starts: Date of payment or distribution

Article 47 - Money paid on existing consideration that later fails
Period: 3 years
Starts: Date of failure

Article 48 - Contribution after paying more than share under joint decree or revenue
Period: 3 years
Starts: Excess payment date

Article 49 - Co-trustee contribution against deceased trustee estate
Period: 3 years
Starts: When right to contribution accrues

Article 50 - Joint-estate manager contribution
Period: 3 years
Starts: Date of payment

Article 51 - Wrongfully received profits of plaintiff immovable property
Period: 3 years
Starts: When profits are received

Article 52 - Arrears of rent
Period: 3 years
Starts: When arrears become due

Article 53 - Vendor personal claim for unpaid immovable-property price
Period: 3 years
Starts: Completion date, or later title acceptance

Article 54 - Specific performance of contract
Period: 3 years
Starts: Fixed performance date; otherwise notice of refusal

Article 55 - Compensation for contract breach not otherwise provided
Period: 3 years
Starts: Breach; relevant successive breach; or cessation of continuing breach

Section-by-section / article-by-article provision map

Provision	Subject	Status / period	Finin2min clause-by-clause decode	Implementation	Evidence/ control
Article 27		3 years			

Provision	Subject	Status / period	Finin2min clause-by-clause decode	Implementation	Evidence/ control
	Breach of promise to act at specified time or contingency		Specified time arrives or contingency happens	Article 27: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 28	Single bond with specified payment day	3 years	Specified day	Article 28: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 29	Single bond without specified payment day	3 years	Date of execution	Article 29: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 30	Bond subject to condition	3 years	When condition is broken	Article 30: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 31	Bill or note payable fixed time after date	3 years	When bill or note falls due	Article 31: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 32	Bill payable at sight or after sight, not fixed time	3 years	When bill is presented	Article 32: match the exact claim description, period and third-column trigger; near-similar	Preserve the instrument, event date and article-

Provision	Subject	Status / period	Finin2min clause-by-clause decode	Implementation	Evidence/ control
				commercial facts can fall under different articles.	selection memorandum.
Article 33	Bill accepted payable at particular place	3 years	Presentation at that place	Article 33: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 34	Bill or note payable fixed time after sight or demand	3 years	When fixed time expires	Article 34: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 35	Bill or note payable on demand without postponing writing	3 years	Date of bill or note	Article 35: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 36	Note or bond payable by instalments	3 years	Each instalment due date	Article 36: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 37	Instalment note/ bond with acceleration clause	3 years	Default, unless acceleration benefit is waived; then later unwaived default	Article 37: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.

Provision	Subject	Status / period	Finin2min clause-by-clause decode	Implementation	Evidence/ control
Article 38	Note delivered to third person for delivery after event	3 years	Delivery to payee	Article 38: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 39	Dishonoured foreign bill with protest and notice	3 years	When notice is given	Article 39: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 40	Payee against drawer after non-acceptance	3 years	Date of refusal to accept	Article 40: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 41	Accommodation acceptor against drawer	3 years	When acceptor pays	Article 41: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 42	Surety against principal debtor	3 years	When surety pays creditor	Article 42: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 43	One surety against a co-surety	3 years	Payment in excess of own share	Article 43: match the exact claim description, period and third-column trigger; near-similar	Preserve the instrument, event date and article-

Provision	Subject	Status / period	Finin2min clause-by-clause decode	Implementation	Evidence/ control
				commercial facts can fall under different articles.	selection memorandum.
Article 44	Insurance policy - death or loss proof cases	3 years	Death/loss occurrence or insurer denial, according to the statutory clause	Article 44: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 45	Assured to recover premium under voidable policy	3 years	When insurer elects to avoid	Article 45: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 46	Succession Act refund of legacy or distributed assets	3 years	Date of payment or distribution	Article 46: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 47	Money paid on existing consideration that later fails	3 years	Date of failure	Article 47: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 48	Contribution after paying more than share under joint decree or revenue	3 years	Excess payment date	Article 48: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.

Provision	Subject	Status / period	Finin2min clause-by-clause decode	Implementation	Evidence/ control
Article 49	Co-trustee contribution against deceased trustee estate	3 years	When right to contribution accrues	Article 49: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 50	Joint-estate manager contribution	3 years	Date of payment	Article 50: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 51	Wrongfully received profits of plaintiff immovable property	3 years	When profits are received	Article 51: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 52	Arrears of rent	3 years	When arrears become due	Article 52: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 53	Vendor personal claim for unpaid immovable-property price	3 years	Completion date, or later title acceptance	Article 53: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.
Article 54	Specific performance of contract	3 years	Fixed performance date; otherwise notice of refusal	Specific performance: separate a fixed performance date from notice of refusal;	Preserve the instrument, event date and article-

Provision	Subject	Status / period	Finin2min clause-by-clause decode	Implementation	Evidence/ control
				readiness evidence does not itself change the statutory trigger.	selection memorandum.
Article 55	Compensation for contract breach not otherwise provided	3 years	Breach; relevant successive breach; or cessation of continuing breach	Article 55: match the exact claim description, period and third-column trigger; near-similar commercial facts can fall under different articles.	Preserve the instrument, event date and article-selection memorandum.

Finin2min implementation explanation

Classification

Determine whether the matter is a suit, appeal, application, execution, arbitration claim or special-statute proceeding. Record relief, forum and event date.

Computation

Select the exact article or special-law period. Record the third-column trigger, first-day exclusion, calendar period and each legally available adjustment.

Control owner

Legal owns statutory classification; business/ finance owns transaction dates; secretarial/HR/ property teams supply authority and evidence; counsel confirms forum filing.

Change control

Recalculate after any amendment, acknowledgment, payment, order, stay, certified-copy event or forum change. Preserve the superseded computation.

Practical examples and calculations

Chapter-specific scenario.

A sale agreement fixes 30 September for completion. Article 54 ordinarily runs from that date; a later refusal letter may be evidence but does not replace a fixed statutory trigger.

Calculation step	Method	Evidence
Base trigger	Record the exact statutory third-column or special-law event date.	Contract/order/notice/service/ knowledge evidence
First day	Exclude the day from which the period is reckoned under section 12(1).	Calendar worksheet
Period	Add the prescribed days, months or years using the Gregorian calendar.	Date calculation and assumptions
Adjustments	Apply only proven exclusions, disability, fraud, acknowledgment/payment or court-closure rules.	Orders, copy records, signed documents, bank proof
Final cut-off	State last filing day, forum hours/e-filing rule and any condonation range.	Court calendar, portal receipt and legal sign-off

Practical transaction application

1. Open the chronology when the first default, refusal, knowledge event, dispossession, order or enforceability event occurs.
2. Classify every proposed relief separately and select the governing special statute and Schedule article.
3. Record authority, service, contractual cure periods, statutory notice, copy time, stay and prior proceedings.
4. Test acknowledgment, part-payment, fraud, disability and continuing-wrong claims against their exact statutory conditions.
5. Approve the last filing date, fallback forum, condonation position and evidence pack before action.

Authority, consent and execution controls

- Confirm claimant/applicant legal capacity and representative authority.
- Obtain board, partner, trustee, government or power-of-attorney approvals.
- Authorise acknowledgments, settlements and admissions carefully because they affect limitation.
- Check counsel authority and affidavit/verification requirements.

Stamp duty and registration alerts

- Limitation does not cure an unstamped or unregistered instrument.
- Assess State stamp duty and registration separately for the underlying contract, deed, mortgage, lease, release or settlement.
- Preserve original instrument and adjudication/impounding record.
- Do not assume an electronic record avoids stamp or registration law.

Evidence and document-retention checklist

- Executed instrument and amendments.
- Trigger-date correspondence and service proof.
- Invoices, delivery, acceptance, account and bank records.
- Court/tribunal orders and certified-copy records.
- Acknowledgment and authority evidence.
- Chronology and independent calculation.
- Special-law text and amendment snapshot.
- Filing receipt, diary number and portal timestamp.

Performance, delivery and payment controls

- Map each obligation, milestone, due date and cure period.
- Separate invoice date, payment due date, acceptance, breach and termination.
- Track recurring instalments and successive breaches individually.
- Record mitigation and substitute performance without assuming a new limitation period.

Breach, loss, mitigation and remedy framework

- Identify suit, appeal, application, arbitration, execution or public-law remedy.
- Quantify principal, interest, damages, restitution and costs separately.
- Do not allow negotiations or a legal notice to revive a barred right unless statute permits.
- Evaluate settlement, acknowledgment and standstill language for unintended consequences.

Limitation and forum controls

- Confirm territorial, pecuniary and subject-matter jurisdiction.
- Apply special-law period and express exclusion before the general Schedule.
- Record appeal/review/revision and condonation limits separately.
- For arbitration, separate claim limitation from court-application limitation.

Arbitration and mediation interface

Arbitration does not create a new substantive limitation period for a barred claim. Separately compute the underlying claim, arbitration commencement, section 11 application, interim relief, award challenge and enforcement. For mediation and PIMS, identify the statutory exclusion period and preserve application, service, closure and settlement records.

Company, partnership, GST and tax overlays

- Companies Act and LLP authority/records.
- Partnership agency and joint liability.
- GST invoice, credit-note and tax evidence.
- Income-tax write-off, recovery and settlement treatment.
- IBC default and acknowledgment interface.
- Arbitration, Commercial Courts, MSME, consumer and RERA special periods.

Finin2min Q&A

How is the correct article selected?

Classify the actual relief and legal relationship, then rule out specific articles before using a residuary article.

Does a demand notice always start limitation?

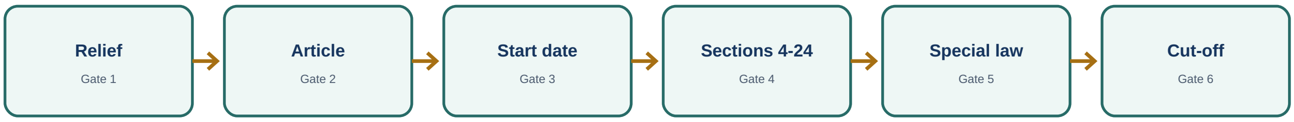
No. Some articles run from loan, delivery, breach, refusal, knowledge or enforceability irrespective of a later demand.

Can section 5 extend a suit article?

No general section 5 condonation applies to suits.

Chapter-specific decision flowchart

First Division, Part II - Contracts: Articles 27-55 - Decision Flow



Record the governing source, dates, assumptions, evidence and sign-off at every gate.