
(1925) 03 BOM CK 0029
In the Bombay High Court

Nanalal Lallubhai

APPELLANT

Vs

Chhotalal Narsidas

RESPONDENT

Date of Decision : 31-03-1925

Acts Referred:

Citation : (1925) ILR (Bom) 693

Hon'ble Judges : Norman Macleod, J;Coyajee, J

Bench : Division Bench

Judgement

Norman Macleod, Kt., C.J.—The plaintiff filed this suit as a Small Cause suit to recover money awarded to him against the defendant by an oral award delivered in July 1919. The suit was filed on March 8, 1924. The defendant pleaded: (1) that the Small Cause Court had no jurisdiction as the case came within item 24 of the Second Schedule of the Provincial Small Cause Courts Act; (2) that the suit was barred by limitation. The Judge decreed the plaintiff's claim. Now item 24 in the Second Schedule refers to a suit to contest an award. The award in this case is admitted. The plaintiff is only seeking to recover what was awarded to him. It is, therefore, not a suit to contest an award, and the Small Cause Court had jurisdiction. Reference may be made to *Simson v. McMaster* (1890) 13 Mad. 344.

2. Then the defendant says that this is a suit for money; the period of limitation is, therefore, three years. The plaintiff says that a suit to enforce an award comes under Article 120. In *Rajmal Girdharlal v. Maruti Shivram* (1920) 45 Bom. 329 the plaintiff applied to file an award made on an arbitration out of Court. The application was numbered as a suit, but it was summarily rejected without trying the validity of the award, on the ground that treated as a suit it was time-barred. The plaintiff next filed a regular suit to enforce the award. It was objected to as being barred by *res judicata*, as well as by limitation. It was held that a suit to enforce an award was a suit not provided for by any other Article of the Indian Limitation Act, so that the time was six years under Article 120. The petitioner relies upon the decision of this Court in *Fardunji Edalji v. Jamsedji Edalji* (1903)

28 Bom. 1. The question there was whether a suit on an award was a suit for specific performance. So far as we can gather, there was no question of limitation argued before the Court, nor was it decided that a suit to enforce an award is in reality a suit to recover money directed by the award to be paid to the successful party, so that the period of limitation for such a suit was three years and not six.

3. The rule, therefore, must be discharged with costs.