

**A.T.S.A. Annamalai Chetty and ors. Vs. S.V. Velayuda Nadar**

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**Court :** Chennai

**Decided On :** Oct-22-1915

**Reported in :** (1916)30MLJ51

**Appellant :** A.T.S.A. Annamalai Chetty and ors.

**Respondent :** S.V. Velayuda Nadar

**Judgement :**

1. We agree with Sadasiva Aiyar, J., and for the reasons given by him, that Article 80 is the article applicable and that time began to run from the expiry of the period fixed in Exhibit B. Such an agreement to give time is operative in India under Sections 62 and 63 of the Indian Contract Act, and is recognised by the Legislature in Article 73 of the Limitation Act which excludes on demand bills and notes from the operation of the article when they are accompanied by any writing restraining or postponing the right to sue. Lastly such agreements appear to be expressly saved by the provision in Section 32 of the Negotiable Instruments Act which provides that notes and bills are payable at maturity according to the apparent tenor of the note on acceptance, only in the absence of a contract to the contrary, thus expressly recognising that such a contract may postpone the date of payment. We think that *Simon v. Hakim Mahomed Sheriff* I.L.R. (1891) M. 368, and *Somasundara Chettiar v. Narasimha Chariar* I.L.R. (1905) M. 212 proceed on the authority of English decisions which are inapplicable to India and which would appear to be no longer law in England since the passing of the Judicature Act. and that they must be treated as no longer law.