

Article on demand.
the expression 'on
demand'



**ASSIGN
BUSTER**

Article 35 applies only to suits on bills of exchange or promissory notes payable on demand. The expression 'on demand' is a technical expression whereby money payable on demand is payable at once without any demand. In *Moosan v. Kattyali*, (AIR 1940 Mad. 85), it has been held that the Article 35 will not apply to a suit against the endorser of a promissory note because the liability of the endorser of promissory note arises only on the date of endorsement and a suit within three years of the endorsement even though beyond three years of the execution of the promissory note will not be barred by limitation.

In *V. S. Raju v. K. R. Subudhi*, (AIR 1957 Ori.

109), it has been held that Article 35 will not govern a suit against a surety in respect of a debt due on a promissory note. In *S. Kesava Iyer v. Maharaja Pillai*, (AIR 1955 Trav. Co. 141), it has been held that the absence of the words 'on demand' in a promissory note does not affect the application of Article 35, as a promote in which no time for payment is fixed is one payable on demand under Section 19 of the Negotiable Instruments Act.

If a promissory note is payable on demand and is not accompanied by any writing postponing the right to sue the Article 35 will apply. The time begins to run from the date of the bill or the note. In *Jwala Prasad v. Shama Charan*, (42 All. 55), a promissory note was accompanied with a letter in which the debtor stated that he would pay the principal and interest within one year; it was held that the letter amounted to a writing postponing the right to sue for one year, and the limitation would not run till at the expiration of one year mentioned, and the suit was not governed by Article 35 but by Art. 113 (Art.

80 of the Act of 1908).