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As per Section 2(d), 'bond' includes any instrument whereby a person obliges himself to pay money to another, on condition that the obligation shall be void if a specified act is performed, or is not performed, or is not performed, as the case may be. In Halsbury's Laws of England, it is stated that "A bond merely for the payment of a certain sum of money without any condition in or annexed to it is called a simple or single bond. The term 'single bond' is sometimes used to signify a bond given by one obligator as distinguished from one given by two or more." In *Horilal v. Thamman*, (AIR 1923 Oudh. 19), it is stated that the expression 'single bond' means a bill or written engagement for the payment of money without an alternative condition or a penalty attached.

In *Nihal Chand v. Khuda Baksh*, (AIR 1924 Lah. 534), a bond executed by two persons (i. e. principal debtor and surety) was held to be 'a single bond under the Article 28. In *Raghunandan v. Sheoraji*, (AIR 1941 Oudh 210), it has been held that a bond providing for repayment of principal and interest after a specified period with option to sue on failure to pay interest is a single bond, notwithstanding the default clause. In *Ganesh Lai v.*

*Khetramohan*, (AIR 1926 PC 56), it has been held that where a mortgagee sues on a personal covenant contained in the mortgage making the mortgagor responsible for any deficiency in the realisation of the mortgage-debt out of the mortgaged properties, the claim is governed by the three years' rule of Art. 28 of the Limitation Act. In *Shiva Narain v. Badal*, (AIR 1936 Oudh 279), it has been held that Article 28 has no application to a case where the bond provided for payment of interest month by month, and

entitles the creditor to recover his money in case of default of payment of interest for any month. In *I. S. Seema v. R.*

*Banerjee*, (AIR 1936 Rang. 338), it has been held that where a deposit is for fixed period, the money is payable at the specified time, namely, at the expiry of that fixed period, and the Article applicable is Art. 28.

In *Mohanlal v. Jogila*, (ILR (1959) 9 Raj. 640), it has been held that when the defendant had undertaken to repay the amount in the next harvesting season by a document it was held that the document was a bond to which the Article 28 would apply and the limitation would start from the last day of the next harvesting season. In *Jara v. Prabhu Narayan*, (AIR 1958 Raj. 310), it has been held that when the stipulation of repayment of a loan was that debtor would repay it within 12 months then as the period was specified and so also the date of repayment, the limitation under Article 28 would have to be computed from the date specified and not from the date of the bond.