

The suit for recovery
of advance paid. in



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The Article 13 is a specific Article for the refund of the balance of money advanced in payment of the goods to be delivered. The words ' Money' and ' goods' are not defined in the Limitation Act, 1963. ' Money' in law means and includes not only coin, but also generally any paper obligation or security that is immediately or certainly convertible into cash. The dictionary meaning of ' money' includes any currency and lawfully employed in buying and selling as equivalent to money, as bank notes and the like.

According to the Sale of Goods Act, ' goods' means every kind of movable property other than actionable claims and money; and includes stocks and shares, growing crops, grass, and things attached to or forming part of land which are agreed to be served before sale or under the contract of sale. The starting point of limitation is the date when the goods ought to be delivered. In *Raj Cylinders and Containers v. Hindustan General Industries Ltd.*, (AIR 1998 Del.

418), it has been held that when there is a breach of contract of the sale of goods and the seller made the advance, Art. 13 is attracted to file a suit for recovery of advance paid. In such a suit, the limitation starts from the date when the goods were expected to be delivered.