



RAILWAY

CLAIM MANUAL

**INSTRUCTIONS CONTAINED IN THIS
MANUAL DO NOT SUPERSEDE THE
PROVISIONS OF THE RAILWAY ACT,**

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INTRODUCTION

The main function of the Commercial Department is the sale of Transport, creating and developing traffic, securing and maintaining friendly relations with the travelling and trading public and cultivating good public relations generally. Any delay in settlement of claim not only involves the loss of traffic by way of diversion but also results in loss of public goodwill, friendly relations with the travelling and trading public. A claim application is a complaint which should be decided expeditiously. Once the complainant really sees our caring and professionalism being transmitted to him, a lot of his dissatisfaction disappears. For expeditious settlement of a claim case, awareness of rules, regulations, provisions of Railway Act and Railway Claims Tribunal Act is essential.

GENERAL RULES FOR DEALING WITH CLAIMS

WHAT IS CLAIM :

A claim against the Railway is a complaint and a formal demand by the rightful claimant in respect of the goods, parcels, luggage and animals entrusted to the Railway Administration for carriage from one station to other station for loss, damages, deterioration, partial delivery or non-delivery.

PERSON ENTITLED TO CLAIM COMPENSATION:

If a railway administration pays compensation for the loss, destruction, damage, deterioration or non-delivery of goods entrusted to it for carriage, to the consignee or the endorsee producing the railway receipt, the railway administration shall be deemed to have discharged its liability and no application before the Claims Tribunal or any other legal proceedings shall lie against the railway administration on the ground that the consignee or the endorsee was not legally entitled to receive such compensation.

Nothing in sub section (1) shall affect the right of any person having any interest in the goods to enforce the same against the consignee or the endorsee receiving compensation under that sub-section.

DOCUMENTS REQUIRED FOR SETTLEMENT OF CLAIMS.:

A) In case of Damages :

- i) Original assessment certificate issued by the Railway
- ii) Original Trade Invoice/Bill.
- iii) Letter of subrogation and special power of Attorney from the consignor/consignee/endorsed consignee if the claim is lodged by Insurance Company.
- iv) Mode of payment to the sender if the claim is lodged by the consignee/endorsed consignee.
- v) Letter of authority duly attested by the Station Master of the destination station if the claim is lodged by other than consignee/endorsed consignee.

B) In case of short delivery :

In addition to the documents vide sub para ii to v of para (A) following documents are also required :

- i) Original shortage certificate/original partial delivery; certificate/original open delivery certificate/original gate pass issued by the Railway.
- ii) Undertaking to refund the amount to be paid as claim if the missing consignment is subsequently traced and offered for delivery.

C) In case of Non-delivery :

In addition to the documents vide sub para (ii) to (v) of para(A) and sub para (ii) of para(B) following document is also required :

Original Railway Receipt/photo copy of distribution list of magazine consignments booked under FSLA system.

TIME LIMIT TO LODGE A CLAIM :

- (A) A person shall not be entitled to claim compensation against a railway administration for the loss, destruction, damage, deterioration or non-delivery of goods carried by railway, unless a notice thereof is served by him or on his behalf –
- a) to the railway administration to which the goods are entrusted for carriage or
 - b) to the railway administration on whose railway the destination station lies, or the loss, destruction, damage or deterioration occurs, within a period of six months from the date of entrustment of the goods.
- (B) Any information demanded or enquiry made in writing from or any complaint made in writing to, any of the railway administration mentioned in sub-section(1) by or on behalf of the persons within the said period of six months regarding the non-delivery or delayed delivery of the goods with particulars sufficient to identify the goods shall, for the purpose of this section, be deemed to be a notice of claim for compensation.
- (C) A person shall not be entitled to a refund of an overcharge in respect of goods carried by railway unless a notice therefore has been served by him or on his behalf to the railway administration to which the overcharge has been paid within six months from the date of such payment or the date of delivery of such goods at the destination station, whichever is later.

Application for compensation for loss etc of goods: An application for compensation for loss, destruction, damage, deterioration or non-delivery of goods shall be filed against the railway administration on whom a notice under section 106 has been served.

TO WHICH RAILWAY THE CLAIM IS TO BE PREFERRED :

According to Section 106 of Railway Act, 1989, application for claim for compensation can be sent either to the Chief Claims Officer of the Forwarding Station's Railway or to the destination station's Railway. Notwithstanding this legal provision, the claims are invariably settled by the destination Railway as decided by Rule 314.6 of Indian Railway Conference Association. If the claim application is sent to any Railway other than the Railway on which destination station lies such claims are transferred by that Railway to the destination Railway for dealing with.

POWERS OF THE OFFICERS TO SETTLE THE CLAIMS

- 1) In terms of Railway Board's letter No. 77-TC-III/4 dated 22.4.81, powers to settle the claim valuing upto Rs. 400/- have been delegated to the Station Masters of important stations.
- 2) Asstt. Comml. Manager/Claims : upto Rs. 8,000/-.
- 3) Sr, Comml. Manager/Claims : From Rs. 8,001/- to Rs.15,000/-.
- 4) Dy. Chief Comml. Manager/Cl. : From Rs. 15,001/- to Rs. 30,000/-.
- 5) Chief Claims Officer : From Rs. 30,000/- to Rs. 1,00,000/-.
- 6) General Manager : Unlimited.

NOTE: Claim cases valuing more than Rs.50000/- be sanctioned after concurrence of Associated Finance.

GENERAL RULES FOR BOOKING OF PARCELS :

EXECUTION OF FORWARDING NOTE :

- (a) when parcels tendered for booking contain articles of any of the following categories, they must be accompanied by a forwarding note in the appropriate form, duly executed by the sender or his authorized agent :
- (i) articles to be carried at owner's risk rate;
 - (ii) Articles of a perishable nature;
 - (iii) Articles mentioned in part I of Schedule II of the Railways (Extent of Monetary Liability and presumption of percentage charge) Rules, 1990;
 - (iv) Articles not packed in accordance with the prescribed conditions or articles in a defective condition;
 - (v) Explosives and other dangerous goods.
- (b) Under section 64 of the Railway Act – “(1) Every person entrusting any goods to a railway administration for carriage shall execute a forwarding note in such form as may be specified by the Central Government.
- Provided that no forwarding note shall be executed in the case of such goods as may be prescribed.
- (2) The consignor shall be responsible for the correctness of the particulars furnished by him in the forwarding note.
 - (3) The consignor shall indemnify the railway administration against any damage suffered by it by reason of the incorrectness or incompleteness of the particulars in the forwarding note”
- (c) Parcels containing articles other than those mentioned above should be accompanied by a parcels declaration note, duly filled in by the sender or his authorized agent, in the form appearing in the I.R.C.A. Coaching Tariff.

GENERAL FORWARDING NOTE FOR COACHING TRAFFIC :-

- (a) In order to facilitate the booking of regular traffic at owner's risk rate, a general forwarding note has been prescribed and its specimen appears in the I.R.C.A. Coaching Tariff. After execution by the sender in the presence of the Station Master, the general forwarding note must be approved by the Divisional Commercial Manager. It will be prepared in three copies of which one copy will be given to the sender, one will be retained by the Station Master and the third copy will be kept in the Divisional Office. A general forwarding note remains valid for a period of six months from the date of its execution. The instructions for the preservation of forwarding notes also apply to the preservation of general forwarding notes.

- (b) A merchant who has executed a general forwarding note, can despatch by rail individual consignments without tendering a separate forwarding note for each consignment but particulars of each consignment must be given in the parcels declaration note which should be presented at the time of booking.
- (c) If a sender has to despatch any parcel which is defectively packed or is in a defective condition, a separate forwarding note for each such consignment must be obtained even if a general forwarding note has been executed. Similarly, if a parcel contains any explosives or other dangerous goods or articles of a perishable nature required to be booked at railway risk rate, the sender or his agent must execute an appropriate forwarding note for such parcels.
- (d) A list of merchants who have executed general forwarding notes should be hung up in the parcels office for the guidance of the staff. The serial number of the general forwarding note should be entered in the railway receipt as well as in other foils of the way-bill.

FILLING IN FORMS OF FORWARDING NOTES BY CONSIGNOR :-

While the station staff must give every assistance to the consignors in filling up the forwarding note forms, these forms must not be filled in by the railway staff on behalf of a consignor. All entries in the form must be filled in ink by the consignor who must properly sign and not merely initial the forwarding note. Similarly, additions and alterations made in the entries must also be signed in full by the consignor. In the case of illiterate persons, their left hand thumb impression should be obtained in token of their acceptance of the correctness of the details entered in the forwarding note, and the name of the person written in English or Hindi below the thumb impression.

In the case of consignments comprising of more than one article, the number, description and weight of packages of each kind must be separately specified in the forwarding note, thus –

	Qtls.	Kgs.
One wooden case sealed	0	30
Two steel trunks black & locked	1	10
Three bales woollen yarn	3	00.

PACKING, LABELLING AND MARKING BY THE SENDERS :-

All parcels must be securely packed in boxes, rates, trunks, strong baskets or strong gunny etc. so as to withstand the strain of handling and transferring incidental to their transportation by rail. For certain commodities special packing conditions have been prescribed in the IRCA Coaching Tariff. When a parcel tendered for despatch is not packed according to the prescribed packing conditions or is insecurely fastened or packed, or shows signs of leakage, or is liable to damage or deterioration in transit, the exact defect in packing or the nature of the defective condition, etc. should be recorded by the sender or his authorized agent. Vague remarks like 'consignment not properly packed' should not be accepted, but the actual defect in packing or condition of articles, such as 'melons over ripe, smelling' 'lids loose, contents leaking', 'tins enclosed in wooden boxes without dunnage on all sides', should be obtained on the forwarding note. In respect of certain commodities e.g. ghee, ice, asafoetida etc. the special packing conditions prescribed in the Coaching Tariff are compulsory. Parcels of such commodities should not be accepted for booking unless the prescribed packing conditions are complied with except when otherwise specially authorized.

ADDRESSING OF PARCELS :

- (a) Parcels tendered for despatch must in all cases be fully, clearly and legibly addressed in English or Hindi showing the name of the consignor/consignee, his full address and station of destination and the railway. It is in the interest of the consignor to write his name and full address on each package so that Station Master should be able to communicate with him in case of non-delivery. One or two slips indicating the names and full addresses of the consignor and consignee should also be placed inside each package by the sender for identification and for restoring packages to the rightful owner, when marks on the packages get mutilated due to rain or labels drop off during transit.
- (b) Parcels addressed to towns where there is more than one railway station or delivery office, should clearly show the place at which delivery is to be effected.
- (c) All old marks and addresses appearing on any package must be obliterated by the sender.

PACKING CONDITION FOR PARCEL CONSIGNMENTS

- (a) Subject to clause (2) below, a parcel should be securely packed in boxes, trunks, strong baskets or strong gunny, to the satisfaction of the Railway, however, packages weighing upto 25 kgs. Packed in strong pine needle board box envoled by the Forest Research. Institute, Dehradun. Corrugated fibre board/solid fibre board boxes will also be accepted. Parcels packed in gunny/hessain should be tightly sewn and cover the consignment completely and securely and must cover the date completely.

In the case of packing of parcels of cloth, handloom, other cotton and piece goods (not pressed) the parcels should be packed in gunny/hessain which should be tightly sewn and cover the consignment completely and securely. There should be an overlap of the hessain material to the extent of at least 8 cms. The bale must be bound under tension with steel straps of 1.3 cm. in width of 16 to 18 gauge.

- b) Whenever a parcel is not securely packed, a remark regarding defective packing will be recorded on the Forwarding Note by the sender or his authorized agent and the same will be reproduced in the relative PW Bill.
- c) Whenever consignments of Ground Nut Oil or other edible oil are offered for booking in wagon loads at parcel rates the same packing condition as laid down in the Goods Tariff for similar traffic should apply.
- (2) Articles mentioned below when offered for booking as parcels must be packed according to the packing conditions indicated against each.
When the packing condition as prescribed is compulsory, the article shall not be accepted for carriage by rail unless the packing condition is complied with.

Articles	Packing condition
Asafoetida	Compulsory - Must be securely packed in tin canisters properly soldered and wrapped in gunny.
Butter	Must be packed in sound cans with tight fitting lids securely locked; or cartons enclosed in metal cases, or tins packed in wooden or metal cases as crates.
Dairy produce (except butter and ghee e.g., cream, curd and milk)	Compulsory - Must be packed in sound metal cans free from rust or sound polythene cans with tight fitting lids securely locked or sealed. Curd filled in a polythene container/bag duly sealed and packed in new galvanised tin free from rust and securely closed will also be accepted. NOTE: Milk in bottles may be packed in crates (Iron, wooden or polythene having separate chambers)
Eggs and Fruits fresh	Must be packed in strong baskets or adequately ventilated boxes with lids securely fastened.

Fish fresh	Must be packed in strong basket or adequately ventilated boxes with lids securely fastened. With ice at the ratio of fish to ice 1:2 during the period from March to June; 1:1.5 during the period from July to October and 1:1 during the period from November to February, except on Southern and South Central Railway where the weather conditions are different. On these two Railways the ratio of fish to ice should be maintained at 1:2 throughout the year. Saw dust should be spread over each layer of the ice.
Game	Must be packed in cases or baskets.
Ghee, Hair oils in sealed tins and Honey	Compulsory - Must be packed in sound sealed tin and enclosed in wooden boxes with adequate dunnage on all sides.
Ice	Compulsory – Must be packed in saw dust, wrapped in gunnies and securely tied.
Raw Liver	The raw liver should be placed in a polythene bag packed with ice. The bag should then be placed in a wooden case. The top of the wooden case should be closed with a conical wooden lid. The polythene bag will then act as water proof liner inside the wooden case and the conical top of the case will prevent it, from being turned upside down, thus preventing any pilferage.
Vegetables	Must be packed in strong baskets, or adequately ventilated boxes with lids securely fastened.
Piece goods	Packages containing piece goods which are likely to be damaged by wet or damp should be provided with an inner lining of polythene or other suitable water proof material and covered with strong cloth or hessian.
Biddies	Outer container must be lined with bituminised water proof paper of 130 to 150 grammes per Sq. M. Polythene or cellulose film, or other suitable water proof material.
Ground Nut Oil and other edible oil in tins when booked in wagon loads.	<p>Must be packed in metal containers (1) Tinsplate containers – Tinsplate containers must be water tight, free, from rust, marks of corrosion or decay, cracks, leaks and dents of capacity upto 4 gallons or 18 litres each and made of tinsplate of 32 B.G. In case of capacity upto 1 gallon (4.54596 litres) and 30 BG, in case of capacity exceeding gallon 4.54596 litres.</p> <p>Opening of apertures containers should be closed with leak – proof metal closures and there must be adequate ullage (empty space) within each container to protect it from all internal pressure.</p> <p>Each container, or group of containers must be enclosed in wooden case conforming to P/17 contained in IRCA Goods Tariff Part I (Volume I)</p> <p>Outer packing of wooden case will not be necessary in respect of the following:</p> <p>a. Wagon load consignments of oils, etc, in tinsplate containers weighing 2 kg and over each and not involving transshipment provided dunnage such as dry grass, hay, straw or ground nut or</p>

	<p>paddy husk is used on the wagon floor, between successive layers of tins, between the wagon doors and tins and between the wagon walls of the wagon and the tins, in sufficient quantities so as to give protection to the tins.</p> <p>The tins in each layer should be compactly loaded so that they do not shift in transit and tightly tied together by a coir rope passing through lifting rings on the tins so as to form a compact package.</p> <p>NOTE: Saw dust pressed to a thickness or not less than 10 cm. Could be used as cushioning material on the floor of the wagon only.</p> <p>b. Hydrogenated oil in tin plate containers weighing below 2 Kg. each may be packed in cardboard boxes. Containers conforming to ISI Specification no. IS: 916-1958 will be treated as conforming to this packing condition.</p> <p>Steel barrels, drums or kegs : Steel barrels or drums or kegs must be water-tight, free from rust, marks of corrosion or decay, leaks and dents. They must be made of mild steel sheets according to the following specifications :</p>		
	Minimum Thickness Of sheet	Minimum depth of chimb	Other qualification
	Body	B.G. Ends	Inch
Upto 25 ltrs.	26	26	½ (12.7 mm)
Exceeding 25 ltrs. But not exceeding 60 ltrs.	24	24	½ (12.7 mm)
Exceeding 60 ltrs. But not exceeding 120 ltrs.	24	24	¾ (19.05 mm)
Exceeding 120 ltrs. But not exceeding 205 ltrs.	24	22	¾ (19.05 mm)
			* Body must feature a suitable number of pressed out corrug- ations or rolling hoops or 1 section hoops depending on the size of the drums.

This packing is applicable only to smalls consignments and to wagon-load consignments involving break-gauge transshipment.

Each opening or aperture as well as air vent of a barrel, drum or keg must be sealed with leak-proof metal closure and adequate ullage (empty space) must be left within each container to protect it from internal pressure. The capacity of any receptacle of this description should not exceed 45 gallons (204.56 litres).

Note – Slight rusting or minor dents may be ignored.

Articles	Packing conditions
Leather (other than sole and other heavy leather)	Must be securely packed in wooden cases bound under tension with steel strappings or in bundles with inner lining of polythene or other suitable water proof material and packed in gunny/hessian which should be tightly sewn and cover the consignment completely and securely. There should be an overlap of the hessian material to the extent of at least 8 cms. The bundles must be bound under tension with steel straps of 1.3 cms. In width of 16 to 18 gauge.
Magazine	Bundles / packets containing magazines should be tied at the first instance with 2 strands of twine or nylon tape after which they should be wrapped with 2 layers of thick wrapping craft paper of 130/150 grammes per sqm. and both ends of the packet be packed with gunny and finally tied with strong twine/nylon tape and knotted. The label showing full particulars should then be pasted just covering the “knot”.

- 3) Packages containing cinematograph films non-inflammable or slow burning (Accety I-Cellulose Base) must be labelled as under –

This package contains - **‘NON-INFLAMMABLE FILM ONLY’**

**PROCEDURE FOR BOOKING OF NEWSPAPER/
MAGAZINE CONSIGNMENTS UNDER MONTHLY
ACCOUNTS CUM BILL SYSTEM :**

- (a) Newspaper firms having regular newspaper parcels traffic for booking by rail, may be granted the facility of paying freight charges through monthly bills on the weight carried to different stations. Firms wishing to avail of this facility will deposit with the railway administration a sum equivalent to two months average freight transaction by way of security in any of the following forms :
- (i) a deposit in cash (this will not carry any interest).
 - (ii) Government securities at five percent below the market value.
 - (iii) Deposit in National Saving Certificate.
 - (iv) A deposit in Post offices savings bank account.
 - (v) A Bank Guarantee.

This amount will be subject to revision when on later date it is found that the freight charges exceeded the deposit held.

- (b) No PW Bill will be issued, but distribution list will be prepared separately for each train.
- (c) Parcels will be tendered at the forwarding station not less than half an hour before the scheduled departure of train. Firm will prepare distribution list as shown in Appendix IXB in four copies for each train and deliver the station staff at any time not less than four hours before due departure of the train. The staff will check the parcels presented. Shortage or excess if any found will be entered in the original copy of the distribution list to be handed back to the representative of the firm once in a day duly signed by the staff together with the time of arrival of parcel after despatch has been completed for the day. One copy will be handed over to the Guard.
- (d) If parcels are presented less than half an hour before the schedule departure of the train, the staff will give a remark on the distribution list "too late to check" and refuse it to the press. This will limit railways liability.
- (e) On remaining three copies freight will be shown, one copy will be kept for record, one will be sent to Accounts office and one will be given to the party.
- (f) Test checking of weighment will be done by the railway representative in the firms for one week in each quarter commencing from January, April, July and October of each year. If parcel is dispatched on five week days and for Saturday and Sunday separately, care being taken to avoid holidays during the weighment. These weighments during the weighment work will be carried out so as to make out two schedules-one schedule to cover dispatch pertaining to issue of Monday to Saturday and other schedule for Sunday edition. Test weighment for Sunday edition will be carried out from 6 hours of Saturday to 6 hours of Sunday. The average weight arrived at during test week will form the basis for preparation of bills for the three months in the quarter concerned.

A special test weighment will be conducted in the manner stated above at least five days prior to the start of the new system. It will form the basis of charge till the regular quarterly test weighment due is conducted.

Test weighment statements will be prepared in four copies. Two copies will be handed over to the station master, one will be sent to the Divisional Railway Manager and one for firm. One copy will be sent by the Station master to the Accounts Office along with Newspaper parcels statements prepared for the first month of the quarter for exercising necessary checks. Other copy will be retained by the station master for preparing returns for subsequent two months in the quarter. The test weighment statements will be signed by both the railway officials deputed for the purpose and the representative of the firm with a certificate that the test weighment was made and weights recorded in their presence.

When special editions are proposed in the issue, the firm will communicate this fact to the Divisional Railway Manager and the station master the number of extra pages which would be printed in the special edition would be addressed to the station master who will calculate the weight chargeable on pro-rata basis in relation to weight/number of pages in the issue.

- g) Newspaper parcel will be labelled by the press showing
 - (i) name of destination,
 - (ii) number of copies.
 - (iii) Consignees name.
- h) The newspaper parcel along with a copy of distribution list will be handed over to the guard of the train who will deliver the parcels at the respective destination stations under acknowledgement of the staff concerned. When the Newspaper parcels are booked to stations reached via a junction, a separate distribution list in duplicate will be prepared by the forwarding station and given to the guard who will hand it over to the parcel clerk of the junction station under acknowledgement for onward transmission by the guard of the connecting train. At the last destination station shown in the distribution list, the guard will make over the list along with the packages to the parcel clerk and take his acknowledgement in the rough-journal.
- (i) Stations receiving Newspaper parcel will enter them in the parcel delivery book and arrange delivery on the basis of the address printed on the label pasted on each bundle. The signature of the person taking delivery must invariably be obtained in the delivery book. The list will be kept for record for future reference. It may be inspected at anytime.

- j) The total charges as worked out by the staff at the booking station on the list furnished by newspaper firm will be posted daily in the “ledger accounts parcel book” for each firm separately as shown in Appendix IXC. At the end of each period the total weight booked and the amount due will be worked out and the total of all the three periods will be consolidated at the end of the month for each Newspaper firm separately. The total amount due from all the firms for Newspaper parcels booked during the month will be taken into debit in balance sheet of the month to which the transactions relate and will take credits for payments made if no payment has been made the amount will remain as outstanding.
- k) The ledger accounts cum bill shall be prepared in three copies. One copy will return one copy duly countersigned showing the date of payment. Then this copy along with distribution list received during the month will be sent as a return by the station master duly recorded particulars of the remittance of the payment made by the firm to the accounts office.
- l) The monthly ledger accounts cum bill will be sent to the Newspaper firm not later than third of the following month to which it relates and payment to be made within three days of its presentation. The monthly ledger accounts cum bill will be checked by the Accounts Office for raising any debit.
- m) The total amounts due from all the firms for Newspaper parcels booked during the month will be consolidated in a form shown in Appendix – IXCI and sending the balance sheet in support of amount shown as outstanding under the head “Booking of Newspaper under the monthly ledger account system”.

PROCEDURE FOR DELIVERY OF PERISHABLE CONSIGNMENTS IN ABSENCE OF RAILWAY RECEIPT

- (a) When consignment is received with PW Bill and the merchant is unable to produce the RR all the relevant particulars should be recorded in the Delivery book from the PW Bill and the delivery effected on the execution of Indemnity Note/General Indemnity Note.
- (b) In case where both RRs and PW Bills are not available, memo delivery shall not be granted without collection of cost of goods.
- (c) The consignees taking delivery of perishable consignment vide para (a) above shall have to surrender the RR within 15 days of the delivery of the consignment.
- (d) In the event of the failure of the consignee to surrender the RR within 20 days of the delivery of the consignments, the consignee shall have to deposit the cost of the goods in accordance with the schedule of rates as prescribed and the railway staff will issue a money receipt. Following remarks should be made by the railway staff on the money receipt:-
“If refund of the deposit is not claimed within one year from the date of issue of this receipt, the deposit will stand forfeited.”
- (e) If there is further delay in surrendering the RR or depositing the cost of the consignment beyond a period of 30 days from the date of delivery of the consignment, all further deliveries on the strength of General Indemnity note be stopped by the Station master/CPS. Exceptions, if any in this regard would only be made with the personal approval of Sr.DCM/DCM of the Division concerned.
- (f) Station master can grant refund of the cost of the goods collected for the consignment delivered on General Indemnity Note, only if the party prefers a claim for refund within six months from the date of delivery of the goods. Any claim made for such refund after the expiry of six months but before the expiry of one year from the date of delivery of the goods is to be dealt with by the Divisions on merits. The amount of deposit will stand forfeited to the railway if claim for refund of the same is not preferred within one year from the date of delivery of the goods. This provision about limitation period of one year should be notified to all the merchants taking delivery of perishable consignments on P.W.Bills.
- (g) When any missing goods report in respect of a claim preferred by a party to the CCO is sent to claims office, the memo delivery book of that party should be consulted and particulars of all consignments for which RRs have not been surrendered or full cost of the consignments had not been deposited excluding memo delivery granted during a period of 45 days preceding the date of preparation of missing goods report for the relevant consignment should be recorded on the Missing Goods Report.

- h) When a claim is repudiated on account of pending memo deliveries against a party for 45 days as mentioned in para (g) above, the party should be advised about the number of pending memo deliveries against them. Instructions should be issued by the Divisional Railway Manager that the facility for granting memo delivery to that party should be stopped forthwith, if not already done by the Station master of the division by that time. Similar review will also be done by the court section when a suit is filed by the party.
- i) In case memo delivery to a party is stopped in accordance with the above instructions, the perishable consignments of that party be disposed of by sale.
- j) It is also observed that in certain cases the weight of perishable consignments delivered on memo has not been arrived at correctly, with the result that the cost realized is not the full cost of the consignment. Therefore, in all cases of memo deliveries where railway receipts are not surrendered, the weight of the consignment should be recalculated on the basis of RR, weight of similar consignments of the same commodity received from the same station in the same period where deliveries have been granted on the basis of RR/PWB and the weight of the consignment adjusted accordingly. The extent of adjustment in weight will be determined by the sectional claims Inspector concerned in each case.
- k) All missing goods reports of perishable consignments shall carry remarks that all cases of delivery on Memo to the same party(excluding memo delivery granted during a period of 45 days proceeding the delivery of the consignment for which missing goods report is under preparation) have been cleared by the party by full payment on the correct adjusted weight.
- l) The record of deposits and refunds should be maintained in a manuscript register appearing at Appendix IXD which must be posted separately for each month in duplicate by Carbon process. At the beginning of every month, all outstanding items of the previous month against which refund has not been granted should be brought forward and posted in the register. At the end of the month, the total of amounts, deposited and refunded will be struck separately, and a summary in form at Appendix IX/E showing the previous outstanding, deposited collected during the month as well as the amount refunded and amount of deposits for outstanding consignments will be prepared and submitted to the Traffic Accounts Office along with the pencil copy of the register.

RAILWAYS LIABILITY UNDER DIFFERENT SECTIONS OF RAILWAY ACT, 1989 :

- i) **LIABILITY OF RAILWAY FOR WRONG DELIVERY : SECTION-80 :**
Where a railway administration delivers the consignment to the persons who produce the railway receipt, it shall not be responsible for any wrong delivery on the ground that such person is not entitled thereto or that the endorsement on the railway receipt is forged or otherwise defective.
- ii) **OPEN DELIVERY OF CONSIGNMENT: SECTION-81 :**
Where the consignment arrives in a damaged condition or shows signs of having been tampered with and the consignee or the endorsee demands open delivery, the railway administration shall give open delivery in such manner as prescribed.
- iii) **PARTIAL DELIVERY OF CONSIGNMENTS: SECTION-82 :**
 - (1) The consignee or endorsee shall as soon as the consignment or part thereof is ready for delivery, take delivery of such consignment or part thereof notwithstanding that such consignment or part thereof is damaged.
 - (2) In the case of partial delivery

- (4) The railway administration may, out of the sale proceeds received under sub-section (2), retain a sum equal to the freight and other charges including expenses for the sale due to it and the surplus of such proceeds and the part of the consignment, if any, shall be rendered to the person entitled thereto.

v) DISPOSAL OF UNCLAIMED CONSIGNMENTS : SECTION : 84 :

- (1) If any person fails to take delivery of :
 - (a) any consignment or
 - (b) the consignment released from detention made under sub-section (1) of section 83 or
 - (c) Any remaining part of the consignment under sub-section(2) of section 83. Such consignments shall be treated as unclaimed.
- (2) The railway administration may :
 - (a) in the case of an unclaimed consignment which is perishable in nature, sell such consignment in the manner provided in Clause (a) of sub-section(2) of section 83 ; or
 - (b) in the case of an unclaimed consignment which is not perishable in nature, cause a notice to be served upon the consignee if his name and address are known, and upon the consignor if the name and address of the consignee are not known, requiring him to remove the goods within a period of seven days from the receipt thereof and if such notice cannot be served or there is a failure to comply with the requisition in the notice, sell such consignment in the manner provided in clause (b) of sub-section (2) of Section 83.
- (3) The railway administration shall, out of the sale proceeds received under sub-section (2) retain a sum equal to the freight and other charges including expenses for the sale due to it and the surplus, if any, of such sale proceeds shall be rendered to the person entitled thereto.

vi) DISPOSAL OF PERISHABLE CONSIGNMENTS IN CERTAIN CIRCUMSTANCES : SECTION-85 :

- (1) Where by reason of any flood, land-slip, breach of any lines of rails, collision between trains, derailment of, or other accident to a train or any other cause, traffic on any route is interrupted and there is no likelihood of early resumption of such traffic, nor is there any other reasonable route whereby traffic of perishable consignment may be diverted to prevent, loss or deterioration of, or damage to, such consignment, the railway administration may sell them in the manner provided in Clause (a) of sub-section (2) of Section 83.
- (2) The railway administration shall, out of the sale proceeds received under sub-section (1), retain a sum equal to the freight and other charges including

expenses for the sale due to it and the surplus, if any, of such sale proceeds, shall be rendered to the person entitled thereto.

vii) GENERAL RESPONSIBILITY OF RAILWAY ADMINISTRATION AS CARRIER OF GOODS : SECTION – 93 :-

Save as otherwise provided in this Act, a railway administration shall be responsible for the loss, destruction, damage or deterioration in transit, or non-delivery of any consignment, arising from any cause except the following namely –

- (a) act of war;
- (b) act of public enemies;
- (c) arrest, restraint or seizure under legal process;
- (d) orders of restrictions imposed by the Central Government or a state Government or by an officer or authority subordinate to the Central Government or a State Government authorized by it in this behalf;
- (e) act or omission or negligence of the consignor or the consignee or the endorsee or the agent or servant of the consignor of the consignee or the endorsee;
- (f) natural deterioration or wastage in bulk or weight due to inherent defect, quality or vice of the goods;
- (g) latent defects;
- (h) fire explosion or any unforeseen risk;

Provided that even where such loss, destruction, damage, deterioration or non-delivery is proved to have arisen from any one or more of the aforesaid causes, the railway administration shall not be relieved of its responsibility for the loss, destruction, damage, deterioration or non-delivery unless the railway administration further proves that it has used reasonable foresight and care in the carriage of the goods.

**EXPLANATORY NOTE ON THE 'EXCEPTED PERILS'
AS ENUMERATED IN SECTION 93 OF THE RAILWAY
ACT, 1989.**

(a) ACT OF GOD :-

This term signifies some convulsion of nature so extraordinary and overwhelming that it could not have been foreseen or, if foreseen, could not have been guarded against. When loss, injury etc., are caused directly and exclusively by some convulsion of nature without any human intervention, liability for such loss etc., will not attach to the carrier, such loss or injury having been caused by an Act of God. For example a horse was killed by lightning while being carried in the usual way in horse box. It is an accident which may happen again, but it is something against which the Railway cannot accept to guard on which the railway will not be able to prevent. A tempest of extra-ordinary violence or an extra-ordinary high tide would be Acts of God exonerating the railway from liability for loss, destruction, etc., arising from such cause, if otherwise reasonable foresight and care have been taken in the carriage of the affected consignments. A certificate regarding affected areas be obtained by Station Master from meteorological department, civil authorities, copy of which be sent to claim office along with the MGRs.

(b) ACT OF WAR.

The term includes those occurrences which are directly associated with War. It includes not only the action of the army of a belligerent nation but also the action of the fighting forces of the country itself. For example, a consignment is lost either because it fell within the power of the enemy, or is destroyed due to aerial bombing from enemy aircraft. In either case, the loss is due to an Act of War. Even when the troops belonging to the army of the country of the carrier find it necessary to destroy wagonloads of petroleum in a yard in order that they may not fall in enemy hands, it would be a loss caused by an act of War absolving the railway of any liability. A certificate regarding areas of affect be obtained by Station Master from Civil Authorities, copy of which be sent to Claim Office along with MGRs.

(c) ACT OF PUBLIC ENEMIES.

The expression "Public Enemy" has been explained as under by Max. J. Givertyman, in his book entitled "Law of Transportation in its relation to transportation insurance". "The public enemy means a nation at war with our own country. It does not mean a band of thieves or murderers or mob of strikers or gangs or organized or unorganized criminals. For the acts of such, the Carrier remains liable even though he was blameless and free from negligence."

Whether a saboteur is a "Public enemy" or not within the meaning of the above definition is a controversial issue and when a claim arises, due to loss, destruction, damages etc., caused by sabotage or the like, legal opinion should invariably be

obtained before arriving at the final decision. A certificate regarding areas of affect be obtained by Station Master from Civil Authorities, copy of which be sent to Claim Office along with MGRs,

(d) Arrest Restraint or Seizure under Legal Process:

The object of this exception is to give protection to the Railways against all seizure effected by executive or judicial order. The seizure of a consignment or the arrest of a person who is in dispensable in the carriage of the consignment under the orders of a competent court would come under this exception. When a consignment is seized by a Police Officer in the lawful performance of his duty and if as a result of such seizure the consignment is delayed or damaged, the railway can avail of this plea. An injunction restraining the railway from delivering a consignment is a restraint under legal process which exonerates the railway from consequences which follow naturally and directly from such restraint. A copy of Seizure Memo, if any be sent to Claim Office along with the MGRs.

(e) Orders or Restrictions imposed by the Central Government or a State Government or by any Officer or Authority Subordinate to the Central Government or a State Government Authorised in this behalf.:-

The item is self-explanatory. It refers to civil bans and restrictions imposed by Central or State Government or by an Officer authorised by either of these Governments. The protection will naturally be available to the railway only if the consignment has been accepted and booked prior to the imposition of the restriction or ban. It will be definitely apply to cases of re-booking and diversion when after the initial booking the owner wants it to be re-booked from or to a restricted zone or restricted area. Copy of such orders/restrictions be pasted at the notice board of Goods Office/Parcel Office and one copy be sent to Claim Office along with MGRs.

(f) Act of Omission or Negligence of the Consignor or the Consignee or the Agent or Servant of the Consignor or the Consignee.:-

A consignor who sends goods which are apparently good condition warrants that the goods are safe and fit for carriage. If the unfitness of the consignment to move by the particular mode and usual manner of transport is not disclosed and thereby the railways cannot take necessary steps to move it in a more careful manner it will certainly be an omission or negligence for which the railway shall not be liable. For instance, labels like :Glass with care: or “this side up” are not given on fragile goods or jars or bottles packed inside boxes and containing liquids. Such failure will exonerate the carrier being negligence on the part of sender to properly label the packages. Omission means not doing a thing which it is the duty of the person to do. Negligence is doing a thing without proper care and without giving any thought to what the consequences would be. If a consignor or a consignee or any agent of either of them is responsible for doing a thing which he should not have done or has done a thing without taking the necessary degree of care and without caring that his act or omission might prove harmful to the consignment, the railway cannot be liable for the less or injury of which such action or omission is

the proximate cause. It is the duty of the consignor or consignee when he loads or unloads highly inflammable articles like petroleum to see that naked fire is not brought near, If the consignor or the consignee or any agent of either of them lights a cigarette which results in fire and destruction of the consignment, the railway stands absolved. Generally omission or negligence is committed by the consignor in execution of Forwarding Note, Packing, Labeling, Marking and Loading of goods for which a suitable remark be obtained from the consignor or his agent in the forwarding note.

(g) Natural Destruction or Wastage in Bulk or weight due to Inherent Defect Quality or Vice of the Goods.:-

Inherent defect, quality or vice means a property or attribute which is inseparable from the goods or commodity concerned. This means some defect which goes with the thing itself and by its development leads to injury or destruction of the thing carried. The best examples are perishables which have a propensity for natural decay. Ice melts and there is natural wastage of bulk and weight. Similarly, certain liquids are subject to evaporation and there are other commodities which are subject to spontaneous combustion. Such inherent vice or quality may be harmless as long as the thing is not moved but it may cause injury as soon as the thing is carried from place to place though the carrier uses all reasonable care. In such cases the railway will not become liable if reasonable care has been taken. Proper remark to this effect be obtained from the consignor or his agent in the Forwarding Note.

(h) Latent Defects.:-

The expression means hidden defects. In a case where an engine with a shaft was being pulled by horses and the shaft broke and the horses were frightened resulting in damage to the engine, the damage was held to have been caused due to latent defect in the shaft. In another case a tyre of a wheel of a carriage in which a person was travelling broke and the breaking was not attributable to any fault on the part of the manufacturer which could have been detected before the breaking by the usual methods of tests. It was held that the accident was due to latent defect in the tyre and the carrier was not responsible. Latent defect may be either in the consignment itself or in the equipments of transport. If, for example, there is a latent defect in a crane which is used for loading and unloading and the jib of the crane suddenly breaks and the consignment is damaged, it would come under this exception provided the defect was not such which could be attributable to fault manufacture and detectable by usual tests.

(i) Fire, explosion or any unforeseen risk. :-

Care should be taken by the Station Master to extinguish fire and fire brigade be called in order to save the consignment.

RAILWAY'S LIABILITY IN PERVIEW OF RAILWAY ACT, 1989 FOR SETTLEMENT OF CLAIMS.

GOODS TO BE LOADED OR DELIVERED AT A SIDING NOT BELONGING TO RAILWAY ADMINISTRATION.- SECTION :94 –

- (1) Where goods are required to be loaded at a siding not belonging to a railway administration for carriage by railway, the railway administration shall not be responsible for any loss, destruction, damage or deterioration of such goods from whatever cause arising, until the wagon containing the goods has been placed at the specified point of interchange or wagons between the siding and the railway administration and a railway servant authorized in this behalf has been informed in writing accordingly by the owner of the siding.
- (2) Where any consignment is required to be delivered by a railway administration at a siding not belonging to a railway administration, the railway administration shall not be responsible for any loss, destruction, damage or deterioration or non-delivery of such consignment from whatever cause arising after the wagon containing the consignment has been placed at the specified point of interchange of wagons between the railway and the siding and the owner of the siding has been informed in writing accordingly by a railway servant authorized in this behalf.

DELAY AND DETENTION IN TRANSIT. –SECTION : 95 –

A railway administration shall not be responsible for the loss, destruction, damage or deterioration of any consignment proved by the owner to have been caused by the delay or detention in their carriage if the railway administration proves that the delay or detention arose for reasons beyond its control or without negligence or misconduct on its part or on the part of any of its servant.

TRAFFIC PASSING OVER RAILWAYS IN INDIA AND RAILWAYS IN FOREIGN COUNTRIES: - SECTION: 96 :-

Where in the course of carriage of any consignment from a place in India to a place outside India or from a place outside India to a place in India or from one place outside India to another place outside India or from one place in India to another place in India over any territory outside India, it is carried over the railways of any railway administration in India the railway administration shall not be responsible under any of the provisions of this Chapter for the loss, destruction, damage or deterioration of the goods, from whatever cause arising unless it is proved by the owner of the goods that such loss, destruction, damage or deterioration arose over the railway of the railway administration.

GOODS CARRIED AT OWNER'S RISK RATE : - SECTION – 97 :-

Notwithstanding anything contained in Section 93, a railway administration shall not be responsible for any loss, destruction, damage, deterioration or non-delivery in transit, of any consignment carried at owner's risk rate, from whatever cause arising, except upon proof, that such loss, destruction, damage, deterioration or non-delivery was due to negligence or misconduct on its part or on the part of its servants; provided that :-

- (a) Where the whole of such consignment or the whole of any package forming part of such consignment is not delivered to the consignee or the endorsee and such non-delivery is not proved by the railway administration to have been due to fire or to any accident to the train : or
- (b) Where in respect of any such consignment or of any package forming part of such consignment which had been so covered or protected that the covering or protection was not readily removable by hand, it is pointed out to the railway administration on or before delivery that any part of the consignment or package had been pilfered in transit, the railway administration shall be bound to disclose to the consignor, the consignee or the endorsee how the consignment or the package was dealt with throughout the time it was in its possession or control, but if negligence or misconduct on the part of the railway administration or of any of its servants cannot be fairly inferred from such disclosure, the burden of proving such negligence or misconduct shall lie on the consignor, the consignee or the endorsee.

GOODS IN DEFECTIVE CONDITION OR DEFECTIVELY PACKED : SECTION-98

- (1) Notwithstanding anything contained in the foregoing provisions of this chapter, when any goods entrusted to a railway administration for carriage –
 - a) are in a defective condition as a consequence of which they are liable to damage, deterioration, leakage or wastage; or
 - b) are either defectively packed or not packed in such manner as may be prescribed and as a result of such defective or improper packing are liable to damage, deterioration, leakage or wastage,
and the fact or such condition or defective or improper packing has been recorded by the consignor or his agent in the forwarding note, the railway administration shall not be responsible for any damage, deterioration, leakage or wastage or for the condition in which such goods are available for delivery at destination :
Provided that the railway administration shall be responsible for any such damage, deterioration, leakage or wastage or for the condition in which such goods are available for delivery at destination if negligence or misconduct on the part of the railway administration or of any of its servants is proved.

- (2) When any goods entrusted to a railway administration for carriage are found on arrival at the destination station to have been damaged or to have suffered deterioration, leakage or wastage, the railway administration shall not be responsible for the damage, deterioration, leakage or wastage of the goods on proof by railway administration -
- a) that the goods were, at the time of entrustment to the railway administration, in a defective condition, or were at that time either defectively packed or not packed in such manner as may be prescribed and as a result of which were liable to damage, deterioration, leakage or wastage; and
 - b) that such defective condition or defective or improper packing was not brought to the notice of the railway administration or any of its servants at the time of entrustment of the goods to the railway administration for carriage by railway;

Provided that the railway administration shall be responsible for any such damage, deterioration, leakage or wastage if negligence or misconduct on the part of the railway administration or of any of its servants is proved.

RESPONSIBILITY OF A RAILWAY ADMINISTRATION AFTER TERMINATION OF TRANSIT : SECTION – 99.

- (1) A railway administration shall be responsible as a bailee under Section 151, 152 and 161 of the Indian Contract Act, 1872 (9 of 1872) for the loss, destruction, damage, deterioration or non-delivery of any consignment up to a period of seven days after the termination of transit :
- Provided that where the consignment is at owner's risk rate, the railway administration shall not be responsible as a bailee for such loss, destruction, damage, deterioration or non-delivery except on proof of negligence or misconduct on the part of the railway administration or of any of its servants.
- (2) The railway administration shall not be responsible if any case for the loss, destruction, damage, deterioration or non-delivery of any consignment arising after the expiry of a period of seven days after the termination of transit.
- (3) Notwithstanding anything contained in the foregoing provisions of this section, a railway shall not be responsible for the loss, destruction, damage, deterioration or non-delivery of perishable goods, animals, explosives and such dangerous or other goods as may be prescribed, after the termination of transit.
- (4) Nothing in the foregoing provisions of this section shall affect the liability of any person to pay any demurrage or wharfage, as the case may be, for so long as the consignment is not unloaded from the railway wagons or removed from the railway premises.

EXONERATION OF BAILEE LIABILITY:

A Railway administration shall not be responsible after the termination of transit for loss, destruction, damage, deterioration, or non delivery of the goods specified in the scheduled below:

1. Inflammable solids
2. Petroleum and other inflammable liquids
3. Oxidizing substances
4. Acids and other corrosives
5. Poisonous (Toxic) substances
6. All radioactive materials
7. Heavy water
8. Drugs and narcotics
9. Gold
10. Silver
11. Pearls
12. Precious stones
13. Jewellery
14. Currency notes and coins
15. Government stamps.

RESPONSIBILITY AS CARRIER OF LUGGAGE : SECTION – 100 :

A railway administration shall not be responsible for the loss, destruction, damage, deterioration or non-delivery of any luggage unless a railway servant has booked the luggage and given a receipt therefore and in the case of luggage which is carried by the passenger in his charge, unless it is also proved that the loss, destruction, damage or deterioration was due to the negligence or misconduct on its part or on the part of any of its servants.

RESPONSIBILITY AS A CARRIER OF ANIMALS:- SECTION 101

A railway administration shall not be responsible for any loss or destruction or injuries to any animal carried by railway arising from fright or restiveness of the animal or from over loading of wagons by the consignor.

EXONERATION FROM LIABILITY IN CERTAIN CASES:- SECTION 102

Notwithstanding anything contained in therefore going provisions of this chapter, a railway administration shall not be responsible for the loss, destruction, damage, deterioration or non-delivery of any consignment –

- (a) when such loss, destruction, damage, deterioration or non-delivery is due to the fact that a materially false description of the consignment is given in the statement delivered under sub-section (1) of Section 66 or
- (b) where a fraud has been practised by the consignor or the consignee or the endorsee or by an agent of the consignor, consignee or the endorsee; or

- (c) where it is proved by the railway administration to have been caused by, or to have arisen from –(i) improper loading or unloading by the consignor or the consignee or the endorsee or by an agent of the consignor, consignee or the endorsee;(ii) riot, civil commotion, strike, lock-out, stoppage or restraint of labour from whatever cause arising whether partial or general; or
- (d) for any indirect or consequential loss or damage or for loss of particular market.

EXTENT OF MONETARY LIABILITY IN RESPECT OF ANY CONSIGNMENT

- (1) Where a railway administration is responsible for loss, damage, destruction, deterioration or non-delivery of any consignment, the amount of liability of such railway administration in respect of such loss, damage, destruction, deterioration or non-delivery shall not, unless the consignor has declared its value and paid percentage charge on excess value of such consignment, exceed –
- (j) in the case of any consignment consisting of animals, the amount specified in Schedule-I ; or
- (ii) in the case of any consignment consisting of baggage, an amount calculated at rupees one hundred per kilogram; or
- (iii) in the case of any consignment other than those referred to in clauses(i) and (ii) above, an amount calculated at rupees fifty per kilogram.
- (2) Where a railway administration is responsible for loss, damage, destruction, deterioration or non-delivery of any consignment and the consignor has at the time of entrustment for carriage declared the value of such consignment and paid percentage charges on excess value at the rate specified in Part-I or Part II as the case may be of Schedule II, the amount of liability of a railway administration for loss, damage, destruction, deterioration or non-delivery of such consignment shall not exceed the value declared.

Explanation 1 : Where in respect of carriage of any consignment, the freight is chargeable on any basis, other than its actual weight, the amount of liability of a railway administration shall be determined with reference to the actual weight of such consignment.

Explanation 2 : Where the loss, damage, destruction, deterioration or non-delivery is only with respect to part of a consignment, the weight to be taken into consideration for determining the amount of liability of a railway administration is the weight of the goods lost, damaged, destroyed, deteriorated or non-delivered unless such loss, damage, destruction, deterioration or non-delivery affects the value of the entire consignment.

- (3) Certain goods not to be accepted for carriage unless percentage charges paid : No Railway administration shall accept for carriage, the goods specified in Part I of

Schedule II unless the consignor declares the value of such goods and pays the percentage charge applicable to such goods as indicated in column 2 of Schedule-II

SCHEDULE – I

Description of animals	Extent of responsibility of Railway administration (per head) (Rs.).
Elephants	6,000
Horses	3,000
Mules, horned cattle or camels	800
Dogs, donkeys, goats, pigs, sheep or Other animals not mentioned above Or birds.	120

SCHEDULE – II.

Description of goods	Rate of percentage charges
PART-I	
(1)	(2)
1. Gold	13 paise per100 rupees or part thereof on excess value per 160 kilometres or part thereof subject to a maximum of 1% of excess value.
2. Silver	
3. Pearls	
4. Precious stones	
5. Jewellery	
6. Currency notes and coins other than Government treasure	
7. Government stamps & Stamped paper other Postal stationery & stamps.	
8. Motor Cycle / scooters/ Mopeds	1% of the value declared .

PART – II.

Goods other than those specified in Part – I.	25 paise per100 rupees or part thereof on Excess value per 160 kilometres or part Thereof subject to a maximum of 1% of excess value.
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EXTENT OF LIABILITY IN RESPECT OF GOODS CARRIED IN OPEN WAGON :- SECTION – 104

Where any goods, which under ordinary circumstances, would be carried in covered wagon and would be liable to damage, if carried otherwise, are with the consent of the consignor, recorded in the forwarding note, carried in open wagon, the responsibility of railway administration for destruction, damage or deterioration which may arise only by reason of the goods being so carried, shall be one-half of the amount of liability for such destruction, damage or deterioration determined under this chapter.

Comments : Section 104 lays down that a railway administration shall be responsible for one half of the amount of liability for any destruction, deterioration or damage of goods carried in open wagon with the consent of the consignor, recorded in the forwarding note.

Doctrine of promissory estoppel, cannot be applied in teeth of an obligation or liability imposed by law : The doctrine of promissory estoppel cannot be invoked for preventing the Government from acting in discharge of its duty under the law. The doctrine of promissory estoppel cannot be applied in teeth of an obligation or liability imposed by law.

Doctrine of estoppel, applied when there is clear and unequivocal promise : The doctrine of promissory estoppel applies when, inter alia, there is a clear and unequivocal promise relying on which the other act was to his prejudice.

MAKING A FALSE CLAIM FOR COMPENSATION - SECTION 149 :

If any person requiring compensation from a railway administration for loss, destruction, damage, deterioration or non-delivery of any consignment makes a claim which is false or which he knows or believes to be false or does not believe to be true, he shall be punishable with imprisonment for a term which may extend to three years, or with fine, or with both.

GUIDELINES FOR SETTLEMENT OF CLAIM CASES

General Instructions required to be followed in the process of Claims Settlement

1. MGRs should be prepared on proper proforma and signed with full signature by the commercial staff of the stations with his seal. No overwriting is allowed in MGRs. If any cutting is done, the same should be countersigned in full. The correct date of booking should be mentioned in the MGRs.
2. All dues lying against the party should be recorded on MGR by destination station, if required.
3. Copy of the Forwarding Notes should also be prepared on proper proforma and verified Forwarding Note be placed on file wherever required.
4. All the documents, whether procured from consignor or consignee i.e. Original Colliery Bills / Original Trade Invoices, or from the stations i.e. DDMs, Loading and Unloading details, Shortage Certificate, TXR Certificate should be verified by the CMIs.
5. Photo copy of all the above documents should also be verified by the concerned CMI.
6. In case of shortage, loading and unloading of the consignment should be checked from the originating and destination points and should be placed on the file.
7. The correct consumption certificate of the wagon with full signature and stamp of the siding Incharge or Incharge of the particular unit where the wagons were consumed should be placed on the file.
8. Wagon number mentioned in the consumption certificate should be tallied with the wagon numbers given in the RR. If transshipment is involved this should be verified.
9. In absence of ledger Accounts with the consignee OTIs should be got verified from sender's accounts and rates should also be obtained from the forwarding stations.
10. **Kirana and Bishatkhana consignments :-** Kirana and Bishatkhana are not the specified commodities as per Goods Tariff. Therefore, this item should be specified and verified. OTIs should be placed on the file before sending the file to Accounts for finalizing the case by Commercial Officer.
11. Verification of claim should be done in a uniform manner on the basis of same principles and policy.
12. As far as possible, complete tracing/staff responsibility should be arranged before sending the case to Accounts for vetting.
13. All the relevant documents should be placed in the file by claims office staff while sending the case to Accounts for vetting to avoid any objection in the regard.
14. Pay order should contain the latest address of the claimant so that cheque sent to party by Accounts through cash office is not received back as undelivered, causing consequent public complaints.

VERIFICATION OF CLAIM :

Before verification of claim, it is the duty of claim Inspector to check whether (i) Claim preferred is in time under Section 106 of the Railways Act, 1989 (78-B of old Act) and (ii) the Locus Standi of the claimant has been confirmed.

1. **VERIFICATION OF COAL CLAIMS :-**

Coal claims are of two types.

- (a) For non-delivery of coal wagon.
- (b) For partial shortage of coal.

(a) **FOR NON-DELIVERY OF COAL WAGON:-**

Before settlement of claim for non-delivery of coal wagon complete tracing of wagon(s) and final disposal of wagon(s) must be available on file. If ORR is more than one wagon and other wagons were unloaded and delivered to consignee at destination , certificate of Station Master of destination station should be recorded on MGR, regarding collection of freight or out-standing of freight. If freight amount is in out-standing, that amount will be deducted from the total verified amount payable for the missing wagons. Cost of coal of missing wagon will be calculated on the basis of colliery Bill and in absence of colliery Bill, on the basis of CMA (Coal Mine Authority) Rates available in office for actual weight of coal shown in RR and colliery Bill. Type and grade of Coal is also mentioned in ORR and Colliery Bill. Sales Tax is normally paid @ 4% in case of CST shown as 8% in Colliery Bill 8% CST can be paid after collecting undertaking from the claimant that he has not got refund subsequently from the Coal India Ltd. for excess payment of CST i.e. 4 % Freight will be calculated on the basis of freight rates shown on ORR Surface and transportation Charges are also paid if charged in the Colliery Bill or in supplementary Bill issued by Coal India Ltd. Freight element is also paid by Claim Settling Authority in case of coal booked in weight only system as per new instruction of Railway Board. Benefit of under loading charges are to be deducted from the cost of coal as shown in Colliery Bill.

(b) **CLAIM FOR SHORTAGE OF COAL :-****System to calculate net weight short :-**

Actual weight as per RR/Collier Bill	24 . 5	M.T.
Less weight delivered to consignee	12 . 3	M.T.
<hr/>		
Weight delivered short	12 . 2	M.T.
Less normal wastage/Dryage	01 . 0	M.T.
(1 M.T. for Four wheeled wagon 2.5 M.T. for 8 wheeled wagon)		
<hr/>		
Net weight short which is payable to consignee	11 . 2	M.T.
<hr/>		

Settlement of coal claim when coal is booked from other than colliery station. RR issued for coal wagon other than colliery station does not indicate the quality and grade of coal. In such cases then quality and grade of coal will be same as – h1 normally consumed by unit where the same was consumed as unconnected as lowest grade of coal.

In case of coal/oil wagons, Section-78 B/106 of IRA if involved, is not attracted if wagon is consumed by NFL Power House of G.M. Optg. Vide Railway Board Circular No. ICIV/4351/80176 dated 20.1.81/Hd. Qrs. Office No. 1/Coal/Policy/Unaccounted/82 Pt. II dated 18.7.84.

2. **VERIFICATION OF NEWS PAPER & MAGAZINES :-**

Claims for non-delivery of Magazines and Newspapers can be settled after confirmation of booking and despatch particulars either on FSLA or booked on PW Bills after deduction of 35% as commission and Marginal Profit (25% +10%). If the bills are produced by the consignee or consignor then percentage of commission shown in OTI should be considered for deduction and 10% Margin of profit has been deducted if claim has been preferred by consignor i.e. Press.

3. **VERIFICATION OF MILITARY DEPARTMENTS CLAIMS :-**

Claims are to be verified from Military stock book rate or issue voucher or DGSD Bills of supplier if the supply is direct. In case of Claims of Supply Depot verification of claim is done on Free issue rate which is collected from Stock Book Rate list of Centrally Purchased Article of A.S.C. Supply for the prevailing period.

4. **VERIFICATION OF DEPARTMENTAL CLAIM :-**

Claims are to be verified from issue voucher rate or DGS&D Bills or bills of supplier if supply is direct. If DGS&D Bill is not available then rate of purchase should be confirmed from acceptance of tender/contract. T.D.S. (Transfer Debit Schedule) rate also verified from their stock rate list.

5. **VERIFICATION OF CLAIMS OF HOUSE HOLD GOODS :-**

Verification of claims of personal luggage is very difficult. In absence of Bills and their accountal in Accounts book, packing slip, claim should be verified after observing following aspects to calculate actual quantum of loss suffered by the claimant :-

- i) Status and statement of claimant.
- ii) Condition and circumstances under which the luggage was booked for carriage.
- iii) Weight factor.

- iv) Condition quality and age of Missing Goods.
 - v) Documentary evidence if any.
 - vi) Any other aspects which comes in light at the time of enquiry and verification.
- 5.1. Articles other than cloth if mentioned in list of Excepted Articles section 77- B of IRA will apply and will be dealt with accordingly.
 - 5.2. As per Railway Board instructions vide their letter No. TCIV/85/4700/23 MSR dated 11.11.85 a more realistic approach should be taken in the settlement of claim cases of loss/damage of House Hold Effect.
 - 5.3. After considering of all facts approximately 40% to 50% of claimed amount is considered for payment to the claimant as per Head quarters office letter No. 138/MST/10/73 dated 24.1.79.

6. **VERIFICATION OF PETROLIUM OIL PRODUCT :-**

A) Non – delivery of Tank Wagon :- Tracing of oil tank wagon and final disposal of tank wagon should be available on file and action should be taken as mentioned below :-

- i)** If Tank wagon was decanted by other oil company, then it should be mutually adjusted by both companies. (Suppose missing wagon was consigned to IOC but decanted by HPC or BPC or vice versa they will adjust mutually.).
- ii)** If tank wagon pertain to Oil company but decanted by Loco Foreman, we will advise the Oil company on the strength of consumption certificate. They will reverse the document with GM /Optg. Or vice versa.
- iii)** If tank wagon is consumed by Military Authorities then they will also reverse the documents with Military authorities or vice versa.
- iv)** If tank wagon is involved in accident then claim should be verified on DGS&D Rate furnished by Oil Companies. Component of DGS&D Rate are M. I. Rate + NRF (Mini Installation Rate + Notional Railway Freight). In case of claim preferred by Military Authorities DGS&D Rate should be tallied with free issue rate and lesser rate should be considered for verification.

B) LEAKAGE :- Verification of tank wagon of leakage is done as under :-

- i)** Shortage calculated with the help of calibration chart for tank wagons issued by Railway Board.
- ii)** 150 Leters will be deducted from the shortage calculated above.
- iii)** Payable amount calculated on the basis of DGS&D rate. DGS&D rate are made by M. I. Rate + NRF + Octroi + State Surcharge.
- iv)** No deduction towards margin of profit in case of Petroleum product (i.e. MS, ATS, HSD, FO etc.) and 20% deducted toward margin of profit in case of lubricating oil as per Hd. Qrs. Office letter No. 54/MST/P/69 dated 21.8.73.

7. VERIFICATION OF CLAIM OF FOOD CORPORATION OF INDIA

There are three types of claim.

- i) Non – delivery of wagon.
- ii) Shortages.
- iii) Damages.

7.1 **NON – DELIVERY OF WAGON :-** Claims for non-delivery of wagons after adjustment of all unconnected wagons with over due wagons, if claim remains unadjusted are jointly signed by Railway and FCI and sent to Railway Board for adjustment on Indian Railway basis by Railway Board.

7.2 **VERIFICATION OF CLAIM FOR DAMAGES AND SHORTAGES :-** Claims are being verified on the basis of (claimable rate) Central issue price circulated by FCI/HQ. For Claims of shortage of bags from open wagons with “said to contain” RR, 50% of amount of claim is payable as per understanding arrived at between Railway Board and FCI (Railway Board letter No. 77/TCII/49 dated 11.9.77).

8. VERIFICATION OF CLAIMS OF PERISHABLE CONSIGNMENT & BBL

8.1 For claims for non delivery of perishable consignment series of PW BILL should be checked for the same period from the same station at destination to confirm the genuineness of PW Bill. If there is some doubt regarding series of PW Bill, confirmation of booking and despatch should be called for from booking station.

8.2 Petty claim below Rs. 5000/- of BBL and Perishable consignment may be settled as per ad hoc rate fixed by office which are circulated time to time. Net weight payable should be calculated after deduction of weight of packing which was also fixed by office vide circular No. 138MST-Perishable-wt-claim-88 dated 15.11.88.

8.3 Heavy claim of Rs.5000/- and above, full wagons load for perishable consignment just like Banana (Raw Plaintain), Oranges should be verified as per bill after careful examination. Confirmation and verification of genuineness of OTI from accounts book of claimant. Wholesale market rate of same commodity of same period from the market are to be checked to ascertain the genuineness of OTI. If OTI is not available with claimant and the consignment is for sale on commission basis, sale rate of the similar commodity of the same period are to be taken from the market and these rates also checked from other merchants/Agricultural Produce Market Committee , Naya Azadpur to confirm the rate. After calculating amount 17% should be deducted (10% for sender’s marginal profit and 7% middle man commission) from the amount calculated from the market sale rate (But total claim amount should not be excess than adhoc rate).

8.4 If perishable consignment reached at destination late and consignee has taken delivery on assessment or has not taken delivery on the plea that consignment

got damaged en-route due to delay in transit, for such cases Normal Transit Period, Maximum Transit Period and Average Transit Period should be calculated and claim should be dealt accordingly on merit.

- 8.5 Before verification of claim for perishable consignment following points are also to be checked :-
- i) It is to be ascertained that there should be no Memo delivery pending against the claimant specially for same commodity and in prevailing period.
 - ii) It is also ascertained from the other station of the same town or nearby that the same consignment might not have been delivered to the same claimant on Memo or to some merchant. Perishables dealing merchants are taking delivery and dealing with railway and having G. I. Bonds at more than one station of town as example :
Delhi , New Delhi and H. Nizamuddin.
Ambala Cantt./Ambala City.
 - iii) In case of verification of claim for damaged perishable consignment, party fails to give disposal of damaged goods, then 10% deducted towards salvage value.

9. **CONSIGNMENT BOOKED FOR SALE ON COMMISSION BASIS**

Verification of claims for consignments delivered at destination under qualified remarks or for non-delivery (other than perishables) which were despatched by senders for sale on commission basis but claim lodged by legal consignee is a typical case. In such cases the claimant want claim on the basis of market rates of destination point. But Railway wants to pay claims according to actual loss suffered by sender on the plea that legal consignee is not the owner of the goods because the claimant has not paid the cost of the goods to sender and claim amount will be credited to sender by claimant on receipt by Railway. There is vast difference in market rates of goods between forwarding point and destination point due to the following factors :-

- i) Transportation charges from forwarding station to destination station.
- ii) Packing and forwarding expenses of booking station.
- iii) Unloading charges, other expenses and transport charges of the market.
- iv) Godown rent and other handling expenses.
- v) Octroi of destination point.
- vi) Sale expenses and sale commission of middleman.
- vii) Sale-tax of forwarding state and receiving state.
- viii) Profit of sender.

As per present procedure the Railway is paying claim compensation according to market rate (sale rate) of the same commodity at destination point deducting 14% (10% for marginal profit of sender and 4% sale commission of claimant). If the consignment was delivered on assessment and the claim is for damages, the sale account of the damaged goods is to be checked to ascertain the actual

loss to the consignment. If actual loss is less than assessed loss, actual loss is to be considered for payment. In case, assessed loss is less than actual loss, the assessed loss is to be considered for payment. Firms who are getting consignments for sale on commission basis are sending complete accounts to sender for each and every consignment separately giving full details of sale of the consignments including date of sale, rate and weight and sale of damaged goods also. This account is called "SALE ACCOUNT". This Sale Account also shows the detail of the amount sent to sender and other expenses which are debited to sender. This sale Account is very important document for sender and consignee both for proper accountal of transaction and to satisfy the Income Tax and Sale-Tax department. Photostat copy or true copy of the sale account should be collected from the consignee and be placed in claim file. Minimum sale rate of this sale account is to be considered as sale rate for verification of claim. Cash transaction should also be counter checked with cash book and ledger book and page number of cash book and ledger books should be indicated in verification report by the claim Inspector.

In case the claimant is not ready to make over the copy of Sale Account, low value claims may be verified after collection of sale rates from market but high value claims should not be verified without sale account and verification should be arranged from sender's account. In case the sender is also not ready to show accounts of the subject consignment, verification should be arranged at the wholesale market rate of the forwarding point.

If sale account of damaged goods is not available on file and not available with claimant also, then 10% as salvage value of the damaged goods should also be deducted from the verified amount.

10. VERIFICATION OF IMPORTED GOODS :-

Whenever any claim is lodged by claimant for shortage in imported goods, it must always be checked whether they were received at the port in damaged condition and if so, a survey report should be obtained from the claimant and if claimant failed to supply the same, it can be obtained from the concerned port so that railway is not held liable to the extent damages or shortages were noticed there at the time of charge from the ship. Bill of loading and bill of entry also required for verification of claim to confirm the actual cost of goods.

PROCEDURE TO DEAL WITH COURT AND ACCIDENT CASES IN RCT.

JURISDICTION OF RAILWAY CLAIMS TRIBUNALS :-

(I) GEOGRAPHICAL JURISDICTION :-

1. RCT/CDG: Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir
Union Territory of Chandigarh
2. RCT/DLI : Union Territory of Delhi.
3. RCT/GZB: Agra, Bulandshahar, Moradabad, Bijnore, Mathura, Ghaziabad, Haridwar, Aligarh, Dehradun, Saharanpur.
4. RCT/GKP : Gorakhpur, Deoria, Balia, Gazipur, Azamgarh, Mau, Basti, Siddharth Nagar, Pratapgarh, Lakhimpur, Allahabad, Varanasi, Bareilly, Sitapur, Pilibhit, Nanital, Nagar, Mirzapur, Robertganj, Jaunpur, Faizabad, Gonda, Behraich, Sultanpur, Shahjahnpur, Buduan and Hardoi.
5. RCT/LKO. : All districts of U.P.except those included in RCT/GKP and RCT/GZB.
6. RCT/JP. : All districts of Rajasthan.

(II) LEGAL JURISDICTION :-

- (1) The Claims Tribunal shall exercise, on and from the appointed day i.e. 4.11.89, all such jurisdiction, powers and authority as were exercisable immediately before that day by any Civil Court or a Claims Commissioner appointed under the provisions of Railway Act :-
 - (a) relating to the responsibility of the railway administration as carriers under Chapter-VII of the Railways Act in respect of claims for –
 - (i) compensation for loss, destruction, damages, deterioration or non-delivery of animals or good entrusted to a railway administration for carriage by railway;
 - (ii) compensation payable under Section 82-A of the Railways Act or the rules made there under ; and
 - (b) in respect of the claims for refund of fares or part thereof or for refund of any freight paid in respect of animals or goods entrusted to a railway administration to be carried by railway.
- (1-A) The Claims Tribunal shall also exercise, on and from the date of commencement of the provisions of Section 124-A of the Railways Act, 1989 (24 of 1989), all such jurisdiction, powers and authority as were exercisable

immediately before that date by any Civil Court in respect of claims for compensation now payable by the Railway Administration under Section 124-A of the said act or the rules made thereunder.

- (2) The provision of the Railways Act, 1989 (24 of 1989) and the rules made thereunder shall, so far as may be, be applicable for inquiring into or determining any claims by the Claims Tribunal under this Act.

APPLICATION TO CLAIMS TRIBUNAL.

- (1) A person seeking any relief in respect of the matters referred to in Sub-Section (1) and (1-A) of Section 13 may make an application to the Claims Tribunal.
- (2) Every application under Sub-section (1) shall be in such form and be accompanied by such documents or other evidence any by such fee in respect of the filing of such application and by such other fees for the service or execution of processes as may be prescribed :
Provided that no such fee shall be payable in respect of an application under sub-clause (ii) of Clause (a) of sub-section (1) of as the case may be, sub-section [1-A] of Section-13.

LIMITATION.

- (1) The Claims Tribunal shall not admit an application for any claim :-
 - (a) under sub-clause (i) of Clause (a) of sub-section (1) of Section-13 unless the application is made within three years from the date on which the goods in question were entrusted to the Railway Administration for carriage by railway;
 - (b) under sub-clause (ii) of Clause (a) of sub-section (1) or, as the case may be, sub-section [1-A] of Section-13 unless the application is made within one year or occurrence of the accident;
 - (c) under Clause (b) of sub-section (1) of Section-13 unless the application is made within three years from the date on which the fare or freight is paid to the Railway Administration;
Provided that no application for any claim referred to in sub-clause (i) of clause (a) of sub-section (1) of Section-13 shall be preferred to the Claims Tribunal until the expiration of three months next after the date on which the intimation of the claim has been preferred under section 78-B of the Railways Act.
- (2) Notwithstanding anything contained in sub-section (1) an application may be entertained after the period specified in sub-section (1) if the applicant satisfies the Claims Tribunal that he had sufficient cause for not making the application within such period.

PROCEDURE AND POWERS OF CLAIMS TRIBUNAL.

- (1) The Claims Tribunal shall not be bound by the procedure laid down by the Code of Civil Procedure, 1908 (5 of 1908), but shall be guided by the Principles of natural justice and, subject to the other provisions of this Act of any rules, the Claims Tribunal shall have powers to regulate its own procedure including the fixing of places and times of its enquiry.

- (2) The Claims Tribunal shall decide every application as expeditiously as possible and ordinarily every application shall be decided on a perusal of documents, written representations and affidavits and after hearing such oral arguments as may be advanced.
- (3) The Claims Tribunal shall have, for the purposes of discharging its functions under this Act, the same power as are vested in a Civil Court under the Code of Civil Procedure, 1908 (5 of 1908), while trying a suit, in respect of the following matters namely :
 - (a) summoning and enforcing the attendance of any person and examining him on oath;
 - (b) requiring the discovery and production of documents;
 - (c) receiving evidence on affidavits;
 - (d) subject to the provisions of Section 123 and 124 of the Indian Evidence Act, 1872 (I of 1872), requisitioning any public record or document or copy of such record or document from any office;
 - (e) issuing commissions for the examination of witnesses or documents;
 - (f) reviewing its decisions;
 - (g) dismissing an application for default or deciding it ex -party;
 - (h) setting aside any order of dismissal or any application for default or any order passed by it ex-party;
 - (i) any other matter which may be prescribed.

DEATH OR INJURY IN CASE OF ACCIDENTS:

- i) **SECTION – 124 : EXTENT OF LIABILITY : -**

When in the course of working a railway an accident occurs, being either a collision between trains of which one is a train carrying passengers or the derailment of or other accident to train or any part of a train carrying passengers, then whether or not there has been any wrongful act, neglect or default on the part of railway administration such as would entitle a passenger who has been injured or has suffered a loss to maintain an action and recover damages in respect thereof, the railway administration shall, notwithstanding anything contained in any other law, be liable to pay compensation to such extent as may be prescribed and to that extent only for loss occasioned by the death of a passenger dying as a result of such accident, and for personal injury and loss, destruction, damage or deterioration of goods owned by the passenger and accompanying him in his compartment or on the train, sustained as a result of such accident.
- ii) **SECTION 124-A : COMPENSATION ON ACCOUNT OF UNTOWARD INCIDENTS :-**

When in the course of working a railway an untoward incident occurs, then whether or not there has been any wrongful act, neglect or default on the part of the railway administration such as would entitle a passenger who has been injured or the dependant of a passenger who has been killed to maintained an action and recover damages in respect thereof, the railway administration shall,

notwithstanding anything contained in any other law, be liable to pay compensation to such extent as may be prescribed and to that extent only for loss occasioned by the death of, or injury to, a passenger as a result of such untoward incident :

Provided that no compensation shall be payable under this section by the railway administration if the passenger dies or suffers injury due to

- (a) Suicide or attempted suicide by him;
- (b) Self-inflicted injury;
- (c) His own criminal act;
- (d) Any act committed by him in a state of intoxication or insanity;
- (e) Any natural cause or disease or medical or surgical treatment unless such treatment becomes necessary due to injury caused by the said untoward incident.

Explanation – For the purpose of this section “passenger” includes –

- (i) A railway servant on duty and;
- (ii) A person who has purchased a valid ticket for travelling by a train carrying passengers, on any date or a valid platform ticket and becomes a victim of an untoward incident.

COMPENSATION FOR DEATH AND INJURIES.

- (A) The amount of compensation payable for an injury not specified in the schedule.
- (B) The amount of compensation payable for an injury not specified in Part-II of Part-III of the schedule but in the opinion of the Claims Tribunal is such as to deprive a person of all capacity to do any work, shall be rupee two lacks
- (C) The amount of compensation payable in respect of any injury (other than an injury specified in the schedule or referred to in sub Rule (2) resulting in paid and suffering shall be such as the Claims Tribunal may after taking into consideration of medical evidence, besides other circumstances of the case.
- (D) Provided that if more than one injury is caused by the same accident, compensation shall be payable in respect of each such injury.
- (E) That compensation in respect of all such injuries shall not exceed rupees 40,000 (Forty Thousand).
- (F) There compensation has been paid for any injury and subsequently the passenger dies as a result of the injury, a further compensation equal to the difference between the amount payable for death and the already paid for injury shall become payable.
- (G) Compensation for loss destruction or deterioration of goods or animals shall be paid to such extent as the Claims Tribunal may determine reasonable.

LIMIT OF COMPENSATION IN ACCIDENTS :-

Notwithstanding anything contained in Rule 3, the total compensation payable under that rule, shall in no case exceed rupees two lakhs in respect of any one person.

Compensation payable for death and injuries :-

PART - I

AMOUNT OF COMPENSATION (Rs.)

For death 4.00 lakhs.

PART - II

- | | | |
|----|---|-------------|
| A) | For loss of both hands or amputation of higher Side. | 4.00 lakhs. |
| B) | For loss of hand and a foot. | 4.00 lakhs. |
| C) | For double amputation through leg and thigh or Ampulation through leg or thigh on one side and Loss of other foot. | 4.00 lakhs. |
| D) | For loss of sight to such an extent as to render the claimant unable to perform any work for which eye sight is essential | 4.00 lakhs |
| E) | For very severe facial disfigurement. | 4.00 lakhs. |

F) For absolute deafness. 4.00 lakhs.

PART – III

- i) For amputation through shoulder joint. 3.60 lakhs.
- ii) For amputation below shoulder with stump less Than 8” from tip of acromion. 3.60 lakhs.
- iii) For amputation from 8” from tip of acromion to Less than 4.5” below tip of. 2.80 lakhs.
- iv) For loss of a hand or the thumb and four fingers one hand or amputation from 4.5” below tip of olecranon. 2.40 lakhs
- v) For loss of thumb. 1.20 lakhs.
- vi) For loss of thumb and its metacarpal bone. 1.60 lakhs.
- vii) For loss of four fingers of one hand. 2.00 lakhs.
- viii) For loss of three fingers of one hand. 1.20 lakhs.
- ix) For loss of two fingers of one hand. 0.80 lakhs.
- x) For loss of terminal phalanx of thumb. 0.80 lakhs.
- xi) For amputation of both feet for resulting in end bearing stumps. 3.60 lakhs.
- xii) For amputation through both feet proximal to metatarsal phalangeal joint. 3.20 lakhs.
- xiii) For loss of all toes of both feet through the Metatarsal-phalangeal joint. 1.60 lakhs.
- xiv) For loss of toes of both feet proximal to the proximal interphalangeal joint. 1.20 lakhs.
- xv) For loss of all toes of both feet distal to the Proximal inter phalangeal joint. 0.80 lakhs
- xvi) For amputation at hip. 3.60 lakhs.
- xvii) For amputation below hip with stump not Exceeding 5” in length, 5” measured from the great trochanter. 3.20 lakhs

- | | | |
|--------|---|-------------|
| xviii) | For amputation below hip with stump exceeding 5" in length, measured from tip of great trenchedenter but not beyond middle thigh. | 2.80 lakhs. |
| xix) | For amputation below middle thigh to 3.5" below knee. | 2.40 lakhs. |
| xx) | For amputation below knee. with stumb exceeding 3.5" but not exceeding 5" | 2.00 lakhs. |
| xxi) | Fracture of spine with paraplegia. | 2.00 lakhs. |
| xxii) | For amputation below knee with stump exceeding 5". | 1.60 lakhs. |
| xxiii) | For loss of one eye without complect the | |

UNTOWARD ACCIDENTS DUE TO NEGLIGENCE OF PASSENGERS :-

TRAVELLING ON ROOF, STEP OR ENGINE OF A TRAIN :-

If any passenger or any other person, after being warned by a railway servant to desist, persists in travelling on the roof, step or foot-board of any carriage or on an engine, or in any other part of a train not intended for the use of passengers, he shall be punishable with imprisonment for a term which may extend to three months, or with fine which may extend to five hundred rupees, or with both and may be removed from the railway by any railway servant.

OPENING OR BREAKAGE A LEVEL CROSSING GATE :-

- (1) If any person, other than a railway servant or a person authorized in this behalf, opens any gate or chain or barrier set up on either side of a level crossing which is closed to road traffic, he shall be punishable with imprisonment for a term which may extend to three years.
- (2) If any person breaks any gate or chain or barrier set up on either side of a level crossing which is closed to road traffic, he shall be punishable with imprisonment for a term which may extend to five years.

NEGLIGENTLY CROSSING UNMANNED LEVEL CROSSING :-

If any person driving or leading a vehicle is negligent in crossing an unmanned level crossing, he shall be punishable with imprisonment which may extend to one year.

EXPLANATION :- For the purposes of this section, “NEGLIGENCE” in relation to any person driving or leading a vehicle in crossing an unmanned level crossing means the crossing of such level crossing by such person :-

- (a) without stopping or caring to stop the vehicle near such level crossing to observe whether any approaching rolling stock is in sight or
- (b) even while an approaching rolling stock is in sight.

APPLICATION FOR COMPENSATION :-

- (1) An application for compensation under Section 124 or Section 124-A may be made to the Claims Tribunal –
 - (a) by the person who has sustained the injury or suffered any loss, or;
 - (b) by any agent duly authorized by such person in this behalf, or;
 - (c) where such person is minor, by his guardian, or;

- (d) where death has resulted from the accident (or the untoward incident) by any dependant of the deceased or where such a dependant is a minor, by his guardian.
- (2) Every application by a dependant for compensation under this section shall be for the benefit of every other dependant.

INTERIM RELIEF BY RAILWAY ADMINISTRATION :-

- (1) Where a person who has made an application for compensation under Section 125 desires to be paid interim relief, he may apply to the Railway Administration for payment of interim relief along with a copy of the application made under that section.
- (2) Where, on the receipt of an application made under sub-section (1) and after making such inquiry as it may deem fit, the Railway Administration is satisfied that circumstances exist which require relief to be afforded to the applicant immediately, it may, pending determination by the Claims Tribunal of the actual amount of compensation payable under Section 124 or Section 124-A pay to any person who has sustained the injury or suffered any loss, or where death has resulted from the accident, to any dependant of the deceased, such sum as it considers reasonable for affording such relief, so however, that the sum paid shall not exceed the amount of compensation payable at such rates as may be prescribed.
- (3) The Railway Administration shall, as soon as may be, after making an order regarding payment of interim relief under sub-section (2) send a copy thereof to the Claims Tribunal.
- (4) Any sum paid by the Railway Administration under sub-section (2) shall be taken into account by the Claims Tribunal while determining the amount of compensation payable.