

Sikkim Nationalised Transport (Prevention of Ticketless Travel and Miscellaneous Provisions) Rules 1983

SIKKIM

India

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Rule

SIKKIM-NATIONALISED-TRANSPORT-PREVENTION-OF-TICKETLESS of 1983

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Sikkim Nationalised Transport (Prevention of Ticketless Travel and Miscellaneous Provisions) Rules 1983Published vide Notification No. 11-T, dated 07.07.1983Last Updated 14th March, 2020Published vide Notification No. 11-T, dated 07.07.1983 - In exercise of the powers conferred by Section 45 of the, Sikkim Nationalized Transport (Prevention of Ticketless Travel and Miscellaneous Provisions) Act, 1981 (Act No. 10 of 1981), the State Government hereby makes, the following rules, namely:

1. Short title & commencement.

(1)These rules may be called the Sikkim Nationalised Transport (Prevention of Ticketless Travel and Miscellaneous Provisions) Rules 1983.(2)They shall come into force from the, date of their publication in the Official Gazette.

2. Definitions.

- In these rules, unless the context otherwise requires:(a)"Act" means the Sikkim Nationalised Transport (Prevention of Ticket less Travel and Miscellaneous Previsions) Act, 1981(b)"section and sub-section" means the section and the sub. section of the Act(c)the expressions used in these rules and not defined shall have the meanings respectively assigned to them in the Act.

3. Rate of the excess charges payable under section 9 (2).

- A person who carries or causes to be carried goods by a transport vehicle of the Sikkim Nationalised Transport without payment of carriage' charges or makes a false declaration in relation to the weight of the goods. so carried shall pay the excess charge at the rate of Re. 1/per Kg for the quantity carried in excess of the permissible limit: .Provided that the excess charges shall not exceed rupees. Rs 100/ in one case

4.

(1)A passenger may carry goods upto twenty kgs. either inside the vehicle or on the luggage carrier without making payment for the same.(2)Small suit cases like brief case etc. of the size not exceeding twenty-one inches in length may be carried inside the transport vehicle, provided that carrying of such suit cases etc: does 'not' result in any inconvenience to the other travelling passengers.(3)Beddings and bed rolls shall not ordinarily be permitted to be carried inside the vehicle. .(4)Besides the weight of the goods specified in sub-rule (1), a passenger may carry with him inside the vehicle an umbrella or a hand bag not exceeding eighteen inches in length.

5. Form of forwarding note.

(1)The forwarding note shall be prepared in quadruplicate in Form A and shall be signed by the consignor and the member of the staff of the Sikkim Nationalised Transport.(2)The delivery of goods may be given to the consignee or its agent or an endorsee on production of a copy of the consignment note.(3)Where the consignee fails to produce a copy of the consignment note for any reason or the consignment note is found to be in a mutilated condition, a member in charge of the staff responsible for giving delivery of the goods may deliver the goods on execution of a security bond signed by the consignee, its agent or endorsee in Form B.

6. Offensive or dangerous goods which may not be carried in the transport vehicle.

(1)Any goods which emit foul or unpleasant smell which may cause annoyance to the passengers may notwithstanding anything contained in sub-rule (1), including the following goods, shall not be permitted inside the vehicle:

- | | |
|--|-----------------------|
| (a) dry fish, | |
| (c) live chicken/goat or sheep | (b) gas cylinders, |
| (e) dogs and pups | (d) Skins of animals, |
| (f) explosives as defined in the Explosives Act,1884 (4 of 1884), | |
| (g) any other goods which are considered dangerous for carrying inside the vehicle | |

due to their tendency to explode or due to their tendency to cause any communicable or epidemic disease;

Provided that dry fish, live chicken, dogs and skins of animals may be allowed to be carried on the luggage carrier if they are properly packed and secured.

7.

(1) The free time for which goods may be kept at a destination shall be three hours. (2) The consignee, his agent or endorsee shall take delivery of goods within one hour of the receipt of the intimation about arrival of goods at the destination station. (3) The intimation referred to in sub-rule (2) shall be in form C. (4) As soon as may be or after the expiry of three hours the goods shall be unloaded and kept in the warehouse of the Sikkim Transport. (5) The cost of unloading the goods at a destination station shall be payable by the consignee, his agent or endorsee. (6) If the consignee, his agent or endorsee fails to take delivery of goods within the free-time referred to in sub-rule (1) such consignee, his agent or endorsee shall pay to the Sikkim Transport the following charges on account of detention, demurrage and wharfage: (a) Detention Or Demurrage Charges: (i) for full truck weighing 5 tons or more at the rate of Rs. 30/ per hour or part of an hour up to three hours; (ii) full truck weighing less than 5 tons at the rate of Rs. 20/- per hour or part thereof up to three hours; (iii) for detention exceeding three hours the charges for trucks referred to in clauses (i) and (ii) shall be Rs. 45/- and Rs. 50/ respectively. (b) Wharfage Charges: When goods are booked in smalls at the rate of 0.50 per quintal for every twenty four hours or part thereof.

8.

(1) Where the consignee, his agent or endorsee fails to take delivery of goods of perishable nature, the Sikkim Transport may, after the expiry of twenty four hours from the free-time referred to in sub-rule (1) of Rule 7 dispose off the goods by public auction by giving oral intimation to the dealers who ordinarily deal in such perishable goods. (2) The sale proceeds of the public auction referred to in sub-rule (1) shall be deposited in the suspense account and shall be paid to the consignor or consignee when they claim after deducting there from the charges on account of freight, if any, demurrage and wharfage charges including unloading charges. (3) Where the consignor, consignee or endorsee fails to take delivery of goods, other than the perishable goods within thirty days of the date of intimation the State Government may dispose off by public auction by publishing a notice to that effect in the Sikkim Herald giving the place, date and time of such public auction. (4) The notice referred to in sub-rule (3) shall be published at least twice in the Sikkim Herald and shall also be affixed on the Notice Board of the Gangtok Offices and other Sikkim Transport offices, as the case may be. (5) The sale proceeds of the goods disposed off by public auction referred to in sub-rules (1) and (3) shall be sold to the person who gives the highest bid: Provided that no officer or employee of the Sikkim Transport shall be permitted to bid at such public auction.

9.

The conditions with respect to the receiving, accepting, booking, loading, forwarding or carrying of

any goods shall be such as are given etc in the reverse of the consignment note. Security Bond Form-B (See Rule 5) I, son of residing at hereby state that I have (a) lost the consignment note, (b) the consignment note in my name is torn and the writing therein is not visible, (c) the consignment note is in a badly mutilated condition. I request the S.N.T. Department to deliver the goods covered by the consignment note No: date other person claims under the same consignment note I shall return to the S.N.T. Department the goods in the same form in which I have taken delivery thereof or pay to that Department such amount on account of the price of the said, goods as may be determined by the said Department. Signed in the presence of:

1.

2.

Intimation Form Form-C (See Rule 7) Whereas the goods covered by consignment note dated issued at have been received at the Booking Station at at hours You are hereby called upon to take delivery of the goods under the consignment aforesaid within one hour from the receipt of the intimation. Signature Designation

1. Name of the consignor

Name of the consignee

2. Mr.

at Notification Dated 7.7.83 In exercise of the powers conferred by sub-section (3) of section 1 of the Sikkim Nationalized Transport, (Prevention of Ticket less Travel and Miscellaneous Provisions) Act, 1981, (10 of 1981), the State Govt. hereby appoints the 15th July 1983 as the date on which the provisions of the said Act shall come into force. Notification Dated 7. 7. 83 In exercise of the powers conferred by section 7 of the Sikkim Nationalised Transport (Prevention of Ticket less Travel and Miscellaneous Provisions) Act 1981 (10 of 1981) the State Government hereby declares the places specified in column (1) of the Table below as a Bus Stand or Bus Stops as mentioned in column (2) of the said table.

Place Bus Stand or Bus Stop

(1) (2)

Notification II/T/3 Dated 1. 7. 83 In exercise of the powers conferred by section 8 of the Sikkim Nationalised Transport (Prevention of Ticket Less Travel and Miscellaneous Provisions) Act, 1981 (10 of 1981), the State Government hereby authorizes all the S. Is of Police in the State to enter in any transport vehicle and require a person travelling in such transport vehicle to present his ticket or carriage receipt for examination. Notification II/T/4. Dated 7.7.83 In exercise of the powers conferred by Section 15 of the Sikkim Nationalized Transport (Prevention of Ticket less Travel and

Miscellaneous Provisions) Act, 1981 (10 of 1981), the State Government hereby determines that every passenger who has attained the age of 12 years shall pay full fare while travelling in a transport vehicle of the Sikkim Nationalised Transport. Notification II/T/5 Dated 7.7.83 In exercise of the powers conferred by section -24 of the Sikkim Nationalised Transport (Prevention of Ticketless Travel and Miscellaneous provisions) Act, 1981 (10 of 1981) the Sikkim Nationalised Transport has authorized the following Agents for sale of tickets: (1) Agent, Darjeeling (2) Agent, Kalimpong (3) Agent, Pakyong (4) Agent, Penlong (5) Agent, Ranipool. Notification II/T/6 Dated 7.7.83 In exercise of the powers conferred by Section 29 of the Sikkim Nationalised Transport (Prevention of Ticketless Travel and Miscellaneous Provisions) Act, 1981 (10 of 1981) a table of passenger fares, tariffs distance tables, rate tables and a list of fares from Station to Station is to be displayed at all Sikkim Transport Offices. Notification II/T/7 Dated 7.7.83 In exercise of the powers conferred by section 19 of the Sikkim Nationalised Transport (Prevention of Ticketless Travel and Miscellaneous Provisions) Act, 1981 (10 of 1981), the S. N. T. Department hereby authorizes drivers, conductors and checking staff of the Sikkim Nationalised Transport (including Transport Inspectors and other Officers) to remove passengers from the transport vehicles when such passengers do not behave in accordance with the provisions of clauses (a) and (b) of the said section. Sikkim Nationalised Transport Government of Sikkim Head Office: Gangtok Form AC. No Originating Station Dated: Vehicle. No: T. M. C. No Name of driver D. L. No: Consignment Note Consignor Address Consignee Address Phone No Carriage From : To : Delivery At : Received the goods as detailed below for carriage subject to the conditions mentioned overleaf and published in the Sikkim Government Gazette No: 19.....

Sl. No.	Method of packing	Nature of goods said to contain	Actual Wt.Kg.	Wt. charged Kg.	Consignors' declared value	Freight Rate charged Rs. P.	B.R. No. & date
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Total:

The consignor hereby declares that the particulars furnished by him or his agent are correct. No prohibited articles are included and he is aware of and accepts the conditions of carriage. Signature of consignor. Signature of Booking-in-Charge Acknowledgement By the Consignee Received the above mentioned goods in sound condition. Remarks, if any. (Signature of the Receiver or his Agent with Rubber Seal & Date). Distribution of copies of C/N. (1) Yellow : Consignor's copy. (2) Green Copy: Originating Station for record. (3) Pink Copy: For H. O. for billing. (4) Blue Copy: To H. O. for billing. (WGY/Red numbers) (5) White Copy: Starting Station SNT. Sikkim Nationalised Transport Government Of Sikkim General Terms and Conditions Of Carriage of Goods No.1. - Every consignment shall (except as otherwise agreed in writing) be accompanied by a consignment note. or declaration in which shall be stated: (a) the full name and addresses of the sender (consignor) and

the consignee;(b)the station or place of destination and the route by which the consignment is to be conveyed;(c)where practicable the total weight of the consignment.No.2. - The Sikkim Nationalised Transport shall carry the consignment booked at the owner's risk.Provided that the terms "at the owner's risk" used in the consignment note shall only mean that the consignor would be liable for any loss or damage to the consignment which are Lying with the Sikkim Nationalised Transport if such loss or damage was not caused by any negligence on the part of the Sikkim Nationalised Transport or its servants.No.3. - The Sikkim Nationalised Transport shall not guarantee delivery of consignment within any specified period and shall not be liable for loss, damage,. deviation, mis-delivery delay. or detention. of .consignment or any part thereof unless occasioned by the neglect or default on the part of the Sikkim Nationalised Transport or its servants or its agents.No.4. - (a) In the event of any interruption of communications (including imposition of gate timings) on. the booked .and customary routes due to. causes beyond the control of the Sikkim Nationalised Transport, the Sikkim Nationalised Transport at its own discretion and on its own liability may cause the traffic to be diverted through the shortest route in order to meet its operational convenience.(b)Notwithstanding the change of route or of the carrier or: of enhanced freight ,any consignment note held in respect of. the consignment shall be equally operative over the route by which the consignment is conveyed.No.5. - The Sikkim Nationalised Transport shall be liable for every act of its agents. Unless the loss or injury or damage of the goods booked through SNT is, while they were in the course of transit, caused by the act of God or is the consequence of inherent vice in the thing carried or is attributable to the consignor's own fault, the Sikkim Nationalised Transport shall still be liable even if, under the circumstances, it was found to have acted with reasonable care and prudence.Provided that its liability shall be limited to the value declared and not value of the actual contents of the package consigned.No.6. - The consignee or any holder of the receipt of consignments or its authorised agent should ascertain the date and time of arrival of consignment from the Sikkim Nationalised Transports nearest booking office or its Head Office and the delivery of goods shall be taken from its vehicles or ware-houses within one hour of arrival failing which detention charges as given in the Schedule shall be charged.No.7. - The Sikkim Nationalised Transport shall reserve the right to reweigh and remeasure a consignment before delivery at the delivery station without assigning any reason thereon. This shall be done before the presence of the consignee or the holder of the receipt or his duly authorised agent and it shall collect any undercharge before effecting delivery of such consignment.No.8. - The Sikkim Nationalised Transport shall deliver the goods to the consignee or the holder of the receipt or his duly .authorised agent in the like order and condition as received by it. The consignee or the holder of the receipt or his duly authorised agent shall have the right of recourse of action against the Sikkim Nationalized Transport for all claims arising thereon. Such claims shall be made in writing to the General, Manager within the period as mentioned in Clause No. 15 after the termination of the transit of the consignment, or the part of the consignment in respect of which the claim arises.No. 9. - The transit shall unless otherwise previously determined, be deemed to come to an end on the goods reaching its destination station.No. 10. - The Sikkim Nationalised Transport reserves transportation without. assigning any reason thereon. the right to refuse goods forNo. 11. - The Sikkim Nationalised Transport reserves the right to dispose of perishable goods lying undelivered after 24 hours of arrival, without giving any notice, if the consignee is unable, for no fault of the Sikkim Nationalised Transport, or is unwilling to take delivery.No. 12. - (a) The Sikkim Nationalised Transport reserves the right to dispose of other than perishable goods lying undelivered after 30 days of arrival, at the

expiration of one clear day after the receipt by the consignee or the holder of the receipt or his duly authorised agent of notice in writing (or by telephone) if so towards this effect or if refused by the consignee or not delivered because the name and address of the consignee are not known or cannot be ascertained and in either case the sender fails to take delivery or to give instructions for disposal.(b)The Sikkim Nationalised Transport may sell the same and pay the proceeds of such sale, after deduction of freight and demurrage charges in relation thereto, and shall without prejudice to any claim or right which the sender or consignee may have against the Sikkim Nationalised Transport otherwise arising under these conditions discharge the Sikkim Nationalised Transport from all liability in respect of such consignments or part of the consignment.No. 13. - The Sikkim Nationalised Transport. shall not be responsible if any goods are detained, seized or confiscated en-route or at the destination by authorized agencies of Government.No. 14. - (a) The Sikkim Nationalised Transport shall have the right to entrust the goods to any other transporter or carrier. In the event of the goods being so entrusted by it to another transporter or carrier, it shall, as between the consignor and the Sikkim Nationalised Transport, be deemed to be its agent.(b)Notwithstanding the delivery of goods to such transporter or carrier, it shall continue to be responsible for the safety of the goods and for their delivery at the destination.No. 15. - No suit shall lie against the Sikkim Nationalised Transport in respect of any consignment without a claim being made in writing to the General Manager in that behalf and preferred within 45 days from the date of booking or 48 hours in case of perishables and 30 days in case of non-perishables from the date of arrival at the destination by the party concerned. All claims in respect of shortages shall only be entertained if delivery has been effected in the presence of an Official of the Sikkim Nationalised Transport not below the grade of Junior Traffic Assistant.No 16. - The consignor in all cases shall be responsible for any consequence or any incorrect or false declaration pertaining to the goods delivered to the Sikkim Nationalised Transport for carriage.No. 17. - The Competent Court shall have jurisdiction in respect of all claims arising out of the consignment or of goods entrusted to the Sikkim Nationalised Transport for carriage.

Schedule

(Ref. Condition No.6)

Detention Charges

Full truck loads

5 tons or more-Rs. 30.00 per hour.

Less than 5 ton loads-Rs. 20.00 per hour.

For detention exceeding 3 (three) hours the charges for trucks referred to above shall be Rs. 50.00 and Rs.45.00 respectively.

Wharfage charges

00.50 paisa per quintal or part thereof for every 24 hours or part thereof.