

The Railways (Manner Of Delivery Of Consignments And Sale Proceeds In The Absence Of Railway Receipt) Rules, 1990

UNION OF INDIA

India

The Railways (Manner Of Delivery Of Consignments And Sale Proceeds In The Absence Of Railway Receipt) Rules, 1990

Rule

THE-RAILWAYS-MANNER-OF-DELIVERY-OF-CONSIGNMENTS-AND-S of 1990

- Published on 22 June 1990
- Commenced on 22 June 1990
- [This is the version of this document from 22 June 1990.]
- [Note: The original publication document is not available and this content could not be verified.]

The Railways (Manner Of Delivery Of Consignments And Sale Proceeds In The Absence Of Railway Receipt) Rules, 1990 Published vide Notification in the Gazette of India, Extra, Part 2, Section 3(i), dated 22.6.1990

1556.

G.S.R. 595, dated 22nd June, 1990. - In exercise of the powers conferred by clauses (e) and (f) of sub-section (2) of Section 87 of the Railways Act, 1989 (24 of 1989) read with Section 22 of the General Clauses Act, 1897 (10 of 1897), the Central Government hereby makes the following rules, namely:-

1. Short title and commencement.

(1) These rules may be called the Railways (Manner of Delivery of Consignments and Sale Proceeds in the Absence of Railway Receipt) Rules, 1990. (2) They shall come into force on the date of their commencement of the Act.

2. Definitions.

- In these rules, unless the context otherwise requires:-(a)'Act' means the Railways Act, 1989 (24 of 1989) ;(b)'Consignee' means the person named as consignee in a railway receipt ;(c)'Consignment' means goods entrusted to a railway administration for carriage;(d)'Consignments booked to self' means consignments booked by the consignor to 'self' at the destination instead of to a 'consignee' by name.(e)'Form' means the Form annexed to these rules;(f)'Railway receipt' means the railway receipt issued under Section 65 of the Act ;(g)'Station Master' means a Railway employee by whatever name called, in overall charge of a Railway Station and includes any other Railway employee authorised by the railway administration to grant delivery of goods;(h)words and expressions used herein and not defined but defined in the Act shall have the meanings respectively assigned to them in the Act.

3. [Delivery of consignments when the railway receipt is not forthcoming. [Substituted by G.S.R. 70(E), dated 15.2.1993]

(1)Where the railway receipt is not forthcoming, the consignment may be delivered to the person, who in the opinion of the railway administration is entitled to receive the goods and who shall receive the same on the execution of an Indemnity Note as specified in Form I :Provided, however, that if the consignee is a Government official in his official capacity, such delivery may be made on unstamped Indemnity Note.]

4. [Delivery of consignments when railway receipt is not forthcoming and the consignments or sale proceeds are claimed by two or more persons. [Substituted by G.S.R. 70(E), dated 15.2.1993]

- When the railway receipt is not forthcoming and the goods in possession of the Railway Administration are claimed by two or more persons, the Railway Administration may withhold delivery of such goods unless an Indemnity Note, as specified in Form I, is executed by the person, to whom the goods are delivered or sale proceeds are paid.]

5. [Delivery of perishable articles when the railway receipt is not forthcoming.- [Substituted by G.S.R. 70(E), dated 15.2.1993]

(1)Notwithstanding anything contained in these rules, where the consignment consists of perishable articles and the railway receipt is not forthcoming, such consignment may be delivered to the person who, in the opinion of the railway administration is entitled to receive such consignments, and such person shall take delivery subject to the following conditions, namely:-(a)if the invoice copy of the railway receipt is available at the time of taking delivery and the booking is to a named consignee who is claiming delivery, such person shall, before taking delivery execute an Indemnity Note specified in Form I; and(b)(i)if the invoice copy of the railway receipt is not available at the time of taking delivery; or(ii)if such invoice copy is available and the consignment is booked to 'Self such person shall, deposit an amount equivalent to the cost of consignment by way of security apart from

freight and other charges before taking delivery of such consignment.(2)(1) If any amount has been deposited by way of security under clause (b) of sub-rule (1), such amount shall be refunded by the railway administration on production of the original railway receipt within six months from the date of taking such delivery.(3)In the absence of original railway receipt refund may be granted on execution of an Indemnity Note in Form I or I-A and I-B, as the case may be, provide the invoice copy of the railway receipt is available and the particulars of consignment can be connected with reference to the invoice copy, within six months from the date of taking delivery.FORM I[See Rule 3(1)]Form Of Indemnity Note.....RailwayINDEMNITY NOTE/**We hereby acknowledge to have received from the Railway valued at Rupees.....which was despatched to my/ our address from the Station of the..... Railway on or about theday of..... the railway receipt for which has been and ** for myself, my heirs, executors and administrations/and for our Company/Firm, their assigns, and successors.**/We undertake in consideration of such delivery as aforesaid to hold.[President of India, his agents and servants the] [To be struck out when the form is used on other than Government Railways.] [.....] [To be struck out when the form is used on Government Railways.] railway administration, its agents and servants harmless and indemnified in respect of all claims to the said goods.**I/We also undertake to pay on demand to the railway administration freight charges, undercharges, wharfage, and any other charges that may be subsequently found due in respect of this transaction.And **I/We the undersigned, signing below the consignee of these goods, certify that first signor is the bona fide owner of the goods and that I/We undertake the whole of the said liability equally with the affix **my/our signature hereto.****

Signature of Witness

.....

Signature of Consignee

Father's Name

**Father's Name

Age

Age

Profession.....

Profession.....

Residence.....

Residence Designation and Seal of the Co. /Firm
..... Registered Office/Place of business

Signature of Witness

.....

Signature of Surety

Father's Name

**Fathers Name.....

Age

Age.....

Profession.....

Profession.....

Residence.....

Residence.....

*To be struck out when Indemnity Note is executed by or on behalf of Company/Firm.Note.-This note is an agreement ranging under clause (c) of Article 5, Schedule I of Indian Stamp Act 11 of 1899 and therefore, chargeable with stamp duty, irrespective of the value of the goods.Designation and seal of Co./FirmRegistered Office/Place of businessExecuted in my presence._____Station stampDate.....20Station Master.

FORM I-A[See Rule 3(2)]Form Of Indemnity Note.....RailwayIndemnity NoteTo be struck I/We hereby acknowledge to have received from Railway valued at Rs..... which was

despatched by **me/us and booked to self/as value payable, from the station of the Railway on or about the..... day of..... the Railway Receipt for which has been and** for myself, my heirs, executors and administrators /and for our Company/Firm, their assigns, and successors.**I/We undertake in consideration of such delivery as aforesaid to hold.[President of India, his agents and servants the] [To be struck out when the form is used on other than Government Railways.] [.....] [To be struck out when the form is used on Government Railways.] railway administration its agents and servants harmless and indemnified in respect of all claims to the said goods.**I/We also undertake to pay on demand to the railway administration freight charges, undercharges, wharfage, and any other charges that may be subsequently found due in respect of this transaction.And **I/We the undersigned, signing below the consignor of these goods certify that the first signor is the bona fide owner of the goods; and that** I/We undertake the whole of the said liability equally with the consignor, and for this purpose **I/We affix** my/our signature hereto.

Signature of Witness

.....

Signature of Consignee

Father's Name

**Father's Name

Age

Age

Profession.....

Profession.....

Residence.....

Residence..... Designation and Seal of the Co. /Firm
..... Registered Office/Place of business

Signature of Witness

.....

Signature of Surety

Father's Name

**Fathers Name.....

Age

Age.....

Profession.....

Profession.....

Residence.....

Residence.....

**To be struck out when Indemnity Note is executed by or on behalf of Company/Firm.Note.-This note is an agreement ranging under clause (c) of Article 5, Schedule I of Indian Stamp Act 11 of 1899 and therefore, chargeable with stamp duty, irrespective of the value of the goods.Designation and seal of Co./FirmRegistered Office/Place of businessExecuted in my presence._____Station stampStation Master.Date.....20

Station Master of Forwarding Station.Date20I hereby endorse this note in favour of address is whom I hereby authorise to these delivery or the consignments booked by me as self/as value payable on my behalf.Signature of Sender

.....Date20FORM 1-B[See Rule 3(2)]Form Of Indemnity

Note.....RailwayINDEMNITY NOTE**I/We hereby acknowledge to have received from the Railway valued at Rs..... which was despatched by from..... station of the..... Railway on or about the day of..... and booked to self/as value payable, the Railway Receipt for which**

has been and for myself, my heirs, executors and administrators/ and for our Company Firm, their assigns, and successors.**I/We undertake in consideration of such delivery as aforesaid to hold.[President of India, his agents and servants the] [To be struck out when the form is

used on other than Government Railways.] [.....] [To be struck out when the form is used on Government Railways.] railway administration, its agents and servants harmless and indemnified it agents and servants harmless and indemnified in respect of all claims to the said goods.**I/We also undertake to pay on demand to the railway administration freight charges, wharfage, and any other charges that may be subsequently found due in respect of this transaction.**I enclose a copy of a stamped Indemnity Note executed by the consignor and countersigned by the Station Master of the Forwarding Station which has been duly endorsed by the Consignor in my favour authorising delivery of the consignments on his behalf.**I/We the undersigned, signing below the person authorised by the consignor to take delivery of the goods, I hereby certify that the first signor is the bona fide owner of the, of goods and** I/we undertake the whole or the said liability equally with the signor and for this purpose **I/ We affix our signatures hereby.

Signature of

Witness.....

Signature of Consignor.....

Father's

Name.....

Father's Name.....

Age.....

Age.....

Profession.....

Profession.....

Residence.....

Residence.....

.....

Designation and seal

of Co./Firm.....

Registered Office/Place of business

Signature of Witness.....

Signature of Surety.....

Father's Name.....

**Father's Name.....

Age.....

Age.....

Profession.....

Profession.....

Residence.....

Residence.....

.....

Designation and seal of Co./Firm

.....

Registered Office/Place of Business.

Executed in my presence

Station stamp

Station Master

.....

Station Master

Date.....19

Signature of the person.....

authorised by the sender.....

to take delivery

****To be struck out when Indemnity Note is executed by or on behalf of Company/Firm.**Note.-This note is an agreement ranging under clause (c) of Article 5, Schedule I of Indian Stamp Act 11 of 1899 and therefore, chargeable with stamp duty, irrespective of the value of the goods.

To be struck out when the form is used on other than Government Railways.**To be struck out when the form is used on Government Railways.******To be struck out when Indemnity Note is executed by or on behalf of a Company/Firm.**Note.-This note is an agreement ranging under Clause (c) of Article 5 of Schedule I of Indian Stamp Act 11 of 1899 and therefore, chargeable with a stamp duty, irrespective of the value of the goods.**FORM II[See Rule 3(3)]General Indemnity Note(For use of other than Government Departments)**In consideration of the President of Indian (hereinafter referred to as "the railway administration") agreeing to deliver from time to time to (hereinafter referred to as "the Principal Obligor") herein, or to his agent servants who shall be duly accredited by letters of authority on such behalf signed by all and every description of goods and prices consigned to the name of the Principal Obligor that arrive atand without production of the railway receipt while taking delivery of them, the Principal Obligor undertakes to hold the railway administration harmless and indemnified in respect of all claims to the goods and losses to the railway administration arising out of the aforesaid delivery.And we (1) (2)..... (hereinafter called "the sureties") in consideration of the railway administration agreeing to deliver the goods to the Principal Obligor as aforesaid without production of the Railway Receipt while taking delivery, we (for ourselves and "on behalf of our heirs, successors, executors, legal representatives and assigns) agree to bind ourselves each and every one of us, to the railway administration in the terms set out hereinafter in these presents.The Principal Obligor agrees and undertakes to surrender the original and proper railway receipts to the railway administration at in respect of the goods delivered to them as aforesaid as soon as they are available (if not lost).In the event of their failure to surrender the original railway receipt within ten days of the delivery of any consignment, the Principal Obligor agrees and undertakes to execute a separate Indemnity Note along with two sureties approved by the railway administration agreeing to indemnify and hold the railway administration harmless and free from any liability in respect of the delivery of such consignment.If there is delay in surrendering railway receipts or in executing a separate Indemnity Note, as provided for above, the railway administration reserves the right to stop deliveries on the strength of this General Indemnity Note.The Principal Obligor and the sureties shall jointly and severally, at all times, keep the railway administration and their agents and servants indemnified and harmless against all claims and demands of whatsoever nature and all losses, expenses, damages, costs and charges incurred by the Railway Administration and their Agents and servants as referred to above in consequence of the delivery to the Principal Obligor or his Agents of such goods and parcel-without the production of the Railway Receipt.The liability of the sureties shall not be impaired or discharged by reason of time-being given or for any forbearance at or/omission of the Railway Administration whatever (whether with or without the consent of the sureties nor shall be necessary to sue the Principal Obligor before suing the sureties.The railway administration shall have the right to call upon the Principal Obligors to execute a fresh Indemnity Note with sureties approved by the railway administration on the expiry of 3 years from the case of

the original execution of these presents and until such Indemnity as aforesaid is executed with approved sureties, this indemnity shall remain in force for effecting delivery of goods/parcels without production of original railway receipt and for indemnification for loss, etc., to the railway administration in respect thereof. Notwithstanding anything contained hereinabove, the Principal Obligor agrees that in respect of any goods consigned as aforesaid, the railway administration may demand production of banker's guarantee to its satisfaction and may on the Principal Obligor's failure to comply with such demand, decline to deliver the said goods to the Principal Obligor or his nominee.

Signed by the Principal
Obligor

(within mentioned)

Signature of the Principal Obligor.

In the presence of

1.

2.

(Signature of the Sureties)

Signed by the Surety

Accepted on.....

(within mentioned) in the
presence of

Designation of Officer for and on behalf of the President of India in
the presence of.

1.

2.

*Words in brackets to be struck out when the surety is a judicial person. FORM III [See Rule 3(4)] General Indemnity Note (For use by State Governments) In consideration of the President of India (hereinafter referred to as "the railway administration") agreeing to deliver from time to time to (hereinafter referred to as "Governor of") herein, or to his Agents or servants who shall be duly accredited by letters of authority on such behalf signed by all and every description of goods and parcels consigned to the name of the Governor of that arrive at and without production of the Railway Receipt while taking delivery of them Governor of undertakes to hold the Railway Administration harmless and indemnified in respect of all claims to the goods and losses to the Railway Administration arising out of the aforesaid delivery. The Governor of agrees and undertakes to surrender the original and proper Railway Receipts to the railway administration at in respect of the goods delivered to them as aforesaid as soon as they are available (if not lost). The Governor of shall at all times, keep the railway administration and their Agents and servants indemnified and harmless against all claims and demands of whatsoever nature and all losses, expenses, damage costs and charges incurred by the railway administration and their Agents and servants as referred to above in consequence of the delivery to the Governor of or his Agents or servants of such goods and parcels without the production of the Railway Receipt. Signature of the for and on behalf of the Governor of Accepted on Designation of Officer for and on behalf of the President of India in the presence of FORM IV [See Rule 3(5)] General Indemnity Note (For use by Ministries or Departments of Central Government) In consideration of the Railway delivering from time to time all consignments belonging to that may arrive specifically consigned to without production of the Railway Receipts or when such railway receipts are not properly endorsed to hereby agree to have the Railway and all other Administrations working in connection herewith and also all other

Transport Agent or carriers employed by them respectively over whose Railways or by through whose Transport Agency or Agencies such goods may be carried and, their respective Agents or servants harmless and indemnified in respect of all claims for goods so delivered and further agree to defray the cost of all suits of whatsoever nature brought against the Railway or such Railway Administration and Transport Agents or carriers as aforesaid or their respective Agents or servants for having delivered such goods without the production of the railway receipt Notes or in the absence of proper endorsement or endorsements on the same. The also undertaking to notify the Administration of the names of the Officers authorised to act for and on behalf of Government and take delivery of the consignments as aforesaid and also to notify the Administration of the charges occurring in the personnel from time to time. Signature of Government. Signature of witness

1.

2.