भारतीय रेल सम्मेलन

# माल भाड़ा दर सूची सं0 41

भाग 1 ( जिल्द 1)

INDIAN RAILWAY CONFERENCE ASSOCIATION

# Goods Tariff No. 41

Part I — (Volume I)

(सं0 40 नहीं छपी) (No. 40 not Printed)

इसमें माल की स्वीकृति, ढुलाई और सुपुर्दगी के लिए

## सामान्य नियम

दिये गये हैं

containing

## General Rules

for Acceptance, Carriage and Delivery of Goods

माल भाड़ा दर सूची भाग I (जिल्द II) में दिया गया माल का सामान्य वर्गीकरण केन्द्रीय सरकार द्वारा प्राधिकृत है

The General Classification of goods contained in Goods Tariff, Part I (Volume II) has the authority of the Central Government,

**1 अगस्त, 1992 से लागू**

**In force from Ist August, 1992**

इसका उपयोग भारत की रेलों पर स्थानीय बुकिंग में और सम्मेलन की सदस्य सभी रेलों पर सीधी बुकिंग में किया जायेगा

To be used in local booking over Indian Government Railways and in through booking over all Railways party to the Association

भाग II में माल भाड़ा दर तालिकाएं दी गयी हैं

Part II contains Goods Rate Tables

मूल्य रू0
Price Rs. ]36.00

भारतीय रेल सम्मेलन

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Part II contains Goods Rate Tables

इस पुस्तक में माल भाड़ा– दर सूची सं0 39, भाग I
(जिल्द I ) के लिए जारी किये गये शुद्धि
पत्र 1 से 77 तक सम्मिलित है (और माल भाड़ा
दर सूची सं0 40, भाग 1 (जिल्द 1) **नहीं छपी** )

This book includes Correction Slip Nos. 1 to 77 issued to Goods Tariff No. 39, Part I (Vol. 1 ) [and Goods Tariff No. 40, Part I (Vol. I) **Not Printed** ]

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नोट :– यदि इस दर सूची के हिन्दी और अंग्रेजी पाठों के अर्थ में कोई अन्तर दिखायी दे तो अंग्रेजी पाठ को प्रामाणिक माना जायेगा ।

Note:— In case of any difference in the meaning of Hindi and Englsih text of this Tariff the English Text is to be regarded authentic.

# शुद्धि पत्र रजिस्टर
# REGISTER OF CORRECTION SLIPS

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# PREFACE

1. This Tariff is in force on the undermentioned Railways, parties to the Association, and on the Central Inland Water Transport Corporation Ltd., not party to the Association, subject to the exceptions notified in their current Tariffs—

| Central Inland Water Transport Corporation Ltd. | C.I.W.T.C. |
|---|---|
| Name of Railway | Code |
| Bombay Port Trust | B.P.T. |
| Calcutta Port Trust | C.P.T. |
| Central | C.R. |
| Eastern | E.R. |
| Madras Port Trust | M.P.T. |
| North Eastern | N.E. |
| Northeast Frontier | N.F. |
| Northern | N. R. |
| South Central | S.C. |
| South Eastern | S. E. |
| Southern | S.R. |
| Western | W.R. |

2. **Bombay Port Trust Railway.—** The bombay Port Trust Railway, while accepting the rules and conditions, collects in Bombay an additional charge in certain cases as laid down in its Goods Tariff.

3. **Calcutta Port Trust Railway—** The Eastern Railway works the stations on the Port Trust Railway between Howrah Bridge and Cossipore.

As regards Docks and jetties, the Port Trustees are the terminal agents of the Eastern and South Eastern Railways.

**4. Madras Port Trust Railway** — The rules, rates and conditions, for all goods entering or leaving the Madras Harbour by rail are the same as from or to Royapuram for goods from or to and via the Southern (B.G. Section) Railway and as from or to Madras (Beach) for goods from or to and via the Southern (M.G. Section) Railway plus the local charges as laid down in Part III of the Madras Port Trust Scale of Rates.

This volume of I.R.C.A. Goods Tariff comprises of GENERAL RULES of acceptance, carriage and delivery of goods over Indian Government Railways and in through booking over all Railways party to the Association. It is based on the rules and orders issued by the Railway Board from time to time.

Shri Chetanya Kumar, Office Superintendent-II, Tariff section, I.R.C.A., New Delhi and Shri R. S. Yadav, C.M.I., Railway Board, New Delhi, have rendered valuable assistance in updating the provisions in the Goods Tariff.

# QUOTATION OF RATES

Authentic information in regard to the rates and conditions for goods traffic may be had on application to the following :—

| Railway | Authority competent to quote rates | |
|---|---|---|
| Bombay Port Trust | Manager, Bombay | |
| Calcutta Port Trust | (1) Chief Commercial Superintendent, Eastern Railway, Calcutta-1. | So far as their respective traffic to and from Docks and jetties is concerned. |
| | (2) Traffic Manager, Port Trust, Calcutta | For local traffic between points on the Port Trust premises. |
| Central | .. Chief Commercial Manager, Victoria Terminus, Bombay. | |
| Eastern | .. Chief Commercial Manager, Calcutta. | |
| Madras Port Trust | .. Chief Commerical Superintendent, Sourthern Railway (B.G. Section), Madras. | |
| Northern | 1. Chief Commercial Manager, Baroda House, New Delhi. | |
| | 2. The Supervisor, Joint Rates Information Bureau, Kanpur (for traffic from or to stations on Allahabad, Lucknow and Moradabad Divisions only). | |
| | 3. The Divisional Railway Manager, Bikaner (for traffic from and to stations on Bikaner Division). | |
| | 4. The Divisional Railway Manager, Jodhpur (for traffic from and to stations on Jodhpur Division). | |
| North Eastern | 1. Chief Commercial Manager, Gorakhpur. | |
| | 2. The Supervisor, Joint Rates Informaion Bureau, Kanpur Central Goods Shed, Kanpur for traffic to and from stations on Gonda and Fatehgarh Districts and North and East of (Milani). | |
| Northeast Frontier | Chief Commercial Manager, Maligaon, Guwahati. | |
| South Central | Chief Commercial Manager, Secunderabad. | |
| South Eastern | Chief Commercial Manager, Calcutta. | |
| Southern | Chief Commercial Manager, Madras. | |
| Western | Chief Commercial Manager, Churchgate, Bombay-1. | |
| Central Inland Water Transport Corporation Ltd. | Commercial Manager, C.I.W.T.C. Ltd., Juggernath Ghat, Calcutta-7. | |

# CHAPTER I

## GENERAL RULES

**101. Booking of goods, live-stock, etc.**— Goods, live-stock, etc. are booked between all Railway stations in India to which through booking arrangements apply, provided the stations are open for such traffic, in accordance with the rates, rules and conditions specified in this Tariff subject to the variations published in the goods Tariffs and Circulars of the Railways concerned. Information regarding the descriptions of traffic for which the several stations are open, is given in the "Alphabetical List of Railway Stations" published by the General Secretary, Indian Railway Conference Association.

**102. Railway Time**— Indian Standard Time is observed at all stations.

**103. Hours of business**— At every station the hours during which the goods shed and office are open for the receipt and delivery of goods, live-stock, etc., are conspicously notified.

**104. Enquiries.**— Application for information at stations should be made direct to the Station Master or the Chief Goods Clerk where there is one. Any information required by the public not contained either in this Tariff or in the Goods Tariffs of Railways may be had from the Railway Administration concerned. The public are liable to be mislead by accepting information from unauthorized sources.

**105. Complaints.**— Complaints of incivility, obstructiveness or want of attention on the part of Railway servants should be made to the Divisional Railway Managers concerned. The "Alphabetical List of Railway Stations" published by the General Secretary, Indian Railway Conference Association, gives the names of all Railway and Steamer stations working in conjunction therewith, together with the designations of the respective Divisional Railway Managers to whose jurisdiction the stations belong and the name of the town wherein such officers are stationed.

**106. Addressing of official communications**— Communications should not be addressed to officials of railway departments by name but by the Official designation only, as this procedure saves delay and inconveyance in case of absence.

**107. Gratuties or fees to Railway servants.**— Gratuties or fees should not be offered to Railway servants. Railway servants are strictly forbidden to ask for or accept from the public, any such irregular gratification.

**108. Despatch of goods by any particular train not guaranteed.**—Railways do not guarantee the despatch of goods by any particular train nor will they be responsible for the arrival of goods at any station within any definite time.

**109. Supply of wagons of particular types not guaranteed.**—The Railway does not guarantee to supply at stations wagons of any particular type or carrying capacity. If wagons of a special type or carrying capacity are required by consignors special arrangements have to be made with the Divisional Traffic Officers of the Railway.

**110. Payment of charges**—(1) Except in the case of goods for which prepayment of freight is compulsory, all freight charges must be paid either when goods are presented for despatch or at the time of delivery.

(2) Other charges have normally to be paid locally.

(3) All Goods are subject to lien not only for the freight, wharfage, demurrage, handling and other charges on the particular goods, but also for any balance which may be otherwise due to the Railway by the owner or consignor or consignee of such goods. If the money in respect of which goods are detained be not paid, they may be sold in the case of perishable goods at once and in the case of other goods, on the expiration of 7 days' notice of the intended auction and the proceeds applied in liquidation or reduction of the amount due and expenses.

**111. Payment of freight in cash.**—Except under special arrangement, freight charges due to the Railway have to be paid in cash. Rules and regulations governing payment of freight by means other than cash may be ascertained from the Railway concerned.

**112. Currency notes.**—Government currency notes of the value of over Rs. 500 will not be accepted in payment of railway freight, etc., at stations. Currency notes of value of Rs. 500 and under may be received at any station.

**113. Persons authorized to demand freight.**—Station Masters and Goods Clerks at the several goods stations are authorized to demand and receive freight for the conveyance of any article or thing by goods trains, and also charges incidental thereto.

GENERAL — *Contd.*

**114. Caution against paying charges to wrong persons.**—The public are cautioned against paying any charges to any person other than clerks appointed to receive money in the goods sheds or offices; they can obtain a receipt in a printed form for all payments made.

**115. Right to Correct Charges.**—The weight, description and classification of goods and quotation of rates as given in the Railway Receipt and Forwarding Note are merely for the purposes of estimating the Railway charges and the Railway reserves the right of re-measurement, re-weighment, re-classification of goods and re-calculation of rates and other charges and correction of any other errors at the place of destination and of collecting any amount that may have been omitted or undercharged. No admission is conveyed by a Railway Receipt that the weight as shown therein has been received or that the description of goods as furnished by the consignor is correct.

**116. Proportions of rate and freight shown on Invoices and Railway Receipts.**—Railways do not undertake to show on Invoices and Railway Receipts, the proportions of the rate per quintal or of the total freight charges, due to each Railway. Only the total rate per quintal and the total freight charge due in respect of the consignment booked, will be shown in the Railway Receipt together with such other details as may be required for railway purposes.

**117. Discrepancies found on re-weighment of goods.**— (1) Differences between the invoiced weight and the weight on re-weighment may be neglected if the difference does not exceed 2 per cent, provided the total difference on the whole consignment does not succeed 4 quintals per 4-wheeled unit in the case of jute and 2 quintals per 4-wheeled unit in the case of all other commodities. Should the difference exceed these limits the difference in charges in case of overweight must be recovered, before delivery.

(2) When a consignment is subsequently weighed at a weigh-bridge station the weigh-bridge station weight, and not the original forwarding station weight must be taken into account when considering the 2 per cent or the allowance of 4 quintals or 2 quintals referred to in clause (1) above.

Note- (1) Rule 117 (1), makes a comparison between the weight at the forwarding station and the weight at the destination station and Rule 117 (2) makes a comparison between the weight at an intermediate weigh-bridge station and the weight at the destination station.

(2) Under Rule 117 (1), where the difference does not exceed 2 per cent or 4 quintals and 2 quintals as mentioned the weight at the forwarding station will be the chargeable weight, and where the difference exceeds these limits the destination weight will be the chargeable weight.

(3) Under Rule 117 (2), where the difference does not exceed the above limits the weigh-bridge weight will be the chargeable weight and where the difference exceeds these limits the destination weight will be the chargeable weight.

(3) In the case of commodities liable to lose weight in transit, the weight to be taken into account will be the actual weight recorded after weighment at the booking station or in the absence of weighment facilities at the booking station, the weight recorded at a weigh-bridge station *en route*. Where the consignment is neither weighed at the forwarding station nor at a weigh-bridge station *en route*, the weight chargeable will be the weight found on weighment at the destination station or the invoiced weight, whichever is higher.

(4) If there is an error in weight the whole consignment must be re-weighed except at large depots with a Gazetted Officer-in-charge where it will be sufficient to re-weigh 10 per cent of bagged consignments of not fewer than 30 bags provided that—

(a) the re-weighments are made under the personal supervision of the Officer-in-charge or his designated assistant officer; and

(b) the bags are certified by the same authority to be of uniform size and in good condition.

Full details of re-weighment must be given on the reverse of the over-charge sheet.

(5) The excess weight found on re-weighment in cases of wagon load consignment consisting of more than one commodity belonging to the same consignee chargeable at different rates should be distributed proportionately on the Invoiced weight of the different commodities except when it is feasible to re-weigh each commodity separately.

**118. Re-weighment of consignments at destination.**— Railways do not undertake to weigh consignments at destination stations as a matter of course. Such weighments at destination stations can only be considered in exceptional cases when the condition of the consignment or package warrants this.

**119. Maximum dimensions of packages accepted.**— (1) Information as to the maximum weights and dimensions which can be accepted for conveyance to or via Railways of different gauges in through booking can be ascertained on application to the forwarding Railway. Bulky articles which cannot be loaded in a wagon without exceeding the maximum moving dimensions precribed by the Government of India are only accepted for carriage under special arrangement (Government of India, Circular No. 10, Railway, dated the 3rd August, 1897).

GENERAL — *Contd.*

(2) Bulky articles exceeding the maximum moving dimensions when accepted for carriage under special arrangement are subject to the following charges, in adition to the freight charges levied by the carried route—

(a) A Charge of Rs. 6.50 per Km. per wagon subject to a minimum of Rs. 930 in respect of 'A' class Over Dimensioned Consignments (ODCs), Rs. 9 per Km. per wagon subject to a minimum of Rs. 1,860 in respect of 'B' class Over Dimensioned Consignments (ODCs) and Rs. 57.50 per Km. per wagon subject to a minimum of Rs. 5,750 in respect of 'C' class Over Dimensioned Consignments (ODCs), irrespective of whether the wagon is a four- wheeler, a six wheeler or a bogie, calculated on the total distance from the booking station to the destination.

In the case of traffic involving break of gauge, transhipment where the infringement takes place only over a particular gauge, the infringement charge is not leviable over the gauge where there is no infringement but is leviable for the entire distance over the gauge or gauges where infringement takes place.

(b) The cost of fastenings used, if supplied by the Railway and the cost of labour, if supplied by the Railway.

**120. Packing conditions for goods.— (1)** Packing conditions prescribed under the provisions of Sections 77 C (4) of the Indian Railways Act, 1890 are given in Chapter VIII of this Tariff. These packing conditions are the minimum required and commodities packed more securely or packed in containers or crates stronger than those prescribed, will also be accepted without any entry relating to packing in the Forwarding Note.

(2) There are two kinds of packing conditions, viz., "internal packing conditions" and "Outer packing conditions." Outer packing conditions and the corresponding internal packing conditions wherever necessary, have been shown side by side separately against each article in the general classification of goods. Alternative packing conditions, if any, have also been shown one below the other.

For Example.—In Chapter I of Goods Tariff—Part I (Volume II)—Packing conditions for—

(i) "Cards for carding machines," packing conditions have been shown as under —

| Internal | Outer |
|---|---|
| 1 (a) | P/17 |
| 2 (a) | .. |

For internal packing, two packing conditions have been provided—one is alternative to the other—whereas for outer, only one packing condition has been provided, i.e., outer packing condition P/17 applies with internal packing condition 1(a) or 2(a).

(ii) Acids, Vegetable, N.O.C.—

| Internal | Outer |
|---|---|
| .. | cP/1 |
| .. | cP/2 |
| c1 (a) | cP/17 |

In this case the packing conditions are compulsory. No internal packing is, however, necessary when the outer packing conforms to P/1 or P/2; but when the internal packing 1 (a) is complied with, outer packing should conform to P/17.

(iii) Aeroplanes, component parts of, etc.—

| Internal | Outer |
|---|---|
| 3(d);3(a) | P/17 |
| 3(e);3(a) | P/18f |

In this case the internal packing conditions 3(d) and 3(a) together form one packing condition. Similarly internal packing conditions 3(e) and 3(a) form one packing condition. Both for internal and outer packing, alternative conditions have been provided, i.e., if internal packing condition 3(d); 3(a) is complied with, the outer packing may be either P/17 or P/18f, Similarly if the internal packing condition is 3(e) and 3(a), the outer packing may be either P/17 or P/18f.

(iv) Alabaster, wrought, N.O.C., etc.—

| Internal | Outer |
|---|---|
| 1(g) | P/18 |
| 2(a);3(a) | .. |

In this case two alternative packing conditions have been provided for internal packing and only one packing condition has been provided for outer packing, i.e., for internal packing condition 1(g), outer packing condition P/18 is applicable. Similarly for internal packing condition 2(a) and 3(a) outer packing condition P/18 applies.

(v) Carriages, 2-wheeled, etc.—

| Internal | Outer |
|---|---|
| .. | f |

GENERAL — *Contd.*

In this case only the detachable fittings are to be packed separately in cases and no other packing necessary.

(vi) Combs, N.O.C.—

| Internal | Outer |
|---|---|
| 1(a) | P/17 |
| | P/20 |
| | P/19 |

In this case while only one packing condition has been provided for internal packing, three alternative packing conditions have been provided for outer packing,i.e., internal packing condition 1(a) applies with the outer packing condition P/17 or P/20 or P/19.

(vii) Egg powder, in tins—

| Internal | Outer |
|---|---|
| .. | P/17 |
| .. | P/20 |
| .. | P/19 |

For this commodity no internal packing has been provided. The outer packing should conform to either P/17 or P/20 or P/19.

(3) Articles for which internal packing conditions have been provided must first be packed according to those conditions before they are put in the outer containers conforming to the outer packing conditions prescribed therefore.

*For Example.*—If against an article the packing conditions are shown as internal 1(f) : Outer P/17, then the article must first be wrapped in a cellulose or polythene film or placed in a polythene bag in accordance with the internal packing condition 1 (f) and then the polythene packages bags containing the articles must be packed in a case conforming to outer packing condition P/17.

(4) Articles for which packing conditions notified are compulsory will not be accepted for carriage unless the prescribed conditions are complied with or the articles are packed with a superior packing and the consignor at the time of offering the consignment for booking declares in the Forwarding Note that the internal and outer packings for the commodity in question have been complied with.

(5) In the case of articles for which internal packing conditions have been provided, the consignor at the time of booking must declare in the Forwarding Note whether or not the internal packing condition for the commodity in question has been complied with.

(6) As for the outer packing conditions, detailed specifications, of certain kind of containers, manner of packing, etc., are indicated wherver necessary. When any good for which outer packing conditions are not compulsory, are tendered to the Railway Administration for carriage without the packing conforming to the packing conditions prescribed, the fact that it has not been packed as prescribed and the exact nature of the defects in the packing must be recorded by the sender or his authorized agent on the Forwarding Note.

(7) No packing condition has been shown in the General Classification of Goods against "dangerous goods". The packing of such goods should conform to the packing conditions laid down in the I.R.C.A. Red Tariff in force.

(8) If the sender or his authorized agent fails or declines to record on the Forwarding Note the defects in packing, if any, the consignment will not be accepted for carriage.

(9) Imported cargo with original packing even when not conforming to the packing conditions prescribed in this Tariff may, except in the case of goods falling within the scope of I.R.C.A. Red Tariff, be accepted by Port Authorities for despatch by rail provided the original packing is sound and equally good at the time goods are accepted for despatch by rail.

(10) When a consignment fully occupies a wagon but freight is charged at "Smalls" rate, the packing condition prescribed for wagon loads will apply and not the packing condition for "Smalls".

**121. Marking and addressing of goods.**—(1) Marking and addressing by Consignor.—(a) Every package in a consignment of goods, before it is accepted for carriage by rail, must be clearly marked in English or Hindi by the sender with—

(i) Sender's name and address.

(ii) consignee's name and address, if known, or Self, as the case may be.

(iii) Full names of a the forwarding and destination stations; where the destination is not a well-known station, the name of the State or Railway where it is located should also be indicated.

(iv) Private marks to identify the particular consignment; such private marks must be entered on the Forwarding Note.

**GENERAL — *Contd.***

(b) (i) Bags and bundles of hides and skins, vessels of oil or ghee, bundles of iron bars or other goods that cannot be durably marked in the ordinary manner must have a leather, metal, cloth or wooden label attached to each bundle or article at the forwarding station by senders. Bundles of silk, cloth, blankets and cumblies must have a patch of white cloth sewn on them by senders for Railway marks.

(ii) In the case of Motor/Rubber tyres, gunny strips or thick craft paper with one side gummed and of minimum size 2" X 1.5" (5.08 cm.X3.81 cm.) should be pasted for marking the Railway and/or private marks on the package.

(c) Baskets of fresh fruit or vegetables must either be enclosed in a gunny or at least have a gunny patch sewn on them for showing private and railway marks; in the alternative if the gunny covering or patch is not provided and a lebel is attached to the basket, consignee's name and destination name in full should also be written on the basket itself.

(d) When goods are consigned in full wagon loads not requiring transhipment, 10 per cent of the packages forming such consignment need be marked by the senders as indicated under (a), (b) and (c) above.

*(e) Marking of Iron or Steel consignments.*—(i) Pipes of smaller diameters which are bundled before loading should have tin plate fixed with wire both on the top layer as well as two bottom layers. Markings by stencilling or painting on these tin plates should show destination station name and invoice number. The markings on the bottom layers should be compulsory when transhipment is involved.

For pipes of bigger diameters (4" and above) the top layers should be marked with paint with destination station name and invoice number and the bottom two layers should have the tin plates with wires tagged on to them with markings on the tin plates in paint.

*(ii) Plates.*—The top-most layer throughout the wagon should be marked with durable paint legibly with destination name and invoice number. As it is not possible to mark the bottom layer of the plates, at transhipment points, special care should be taken to unload the marked ones first, keep them aside and after loading the balance, the marked one should be put on the top in either one or two wagons in which the contents of one B.G. wagon are transhipped.

*(iii) M.S. Rounds, Coils and Roads*—M.S. Rounds of different thicknesses should be provided with metallic tag labels on the top and two bottom layers with durable paint markings with destination station name and invoice number. Minimum of four such tags with markings should be provided in each layer.

*(iv) Billets.*—Billets of different sizes should be marked with paint on the body of all pieces on the top layer and at the ends of the two bottom layers with destination station name and invoices number with durable paint.

(f) In each package containing valuable goods like piece-goods, haberdashery, etc. the sender is advised to place a slip giving his own address as well as that of the consignee.

(2) Marking of goods by sending station—(a) Goods in small lots and all goods requiring transhipment.—Every package in such consignments must, in addition to the sender's marks, be marked with the code initials of the forwarding and receiving stations, the R.R. number and the number of the packages thus—

$$\text{KTE } \frac{742}{10} \text{ HWH}$$

KTE being the code initials of the sending station, 742 the last three digits of the R.R. Number; 10 the number of packages and HWH the code initials of the receiving station. So far as valuable packages like piece-goods, haberdashery, etc.are concerned the destination station name should be shown in full in addition to code initials as under—

$$\text{KTE } \frac{742}{10} \text{ HWH (HOWRAH)}$$

(b) Marking of goods consigned in full wagon loads and not requiring transhipment.—10 per cent of the packages forming such consignment must be marked as indicated (2) (a) above and 3 or 4 of the marked articles must be placed at each door.

***Exception:—***

Goods booked from Ports and Steel Plants may be marked with Forwarding Note number in lieu of Railway Receipt number. The Forwarding Note Number as given on the package should also be incorporated on the Railway Receipt.

(3) Goods in bulk.—These rules do not apply to goods in bulk.

(4) Old Marks.—All old marks on every package must be entirely removed or obliterated by the sender before tendering the goods for booking.

GENERAL — *Contd.*

**122. Private locks on wagons.**—(1) In addition to the normal procedure for sealing, riveting, etc.,of wagons done by the Railway, consigonors are permitted to use their private locks in the following cases:—

(a) On wagons when freight is payable—

(i) at wagon-load rates; or at wagon kilometre or at lumpsum wagon rate.

(ii) on the minimum weight for charge for bulky articles as laid down in Rule 164.

(b) On covered trucks loaded with motor-cars.

(2) The use of private locks is subject to the following conditions:—

(a) If the owner does not arrange to unload contents of the wagon at the destination immediately on arrival, the Railway reserves the right to break open the locks and unload the consignment recovering from the consignee the unloading charges, as laid down in Rule 129. In such cases, the Railway will accept no responsibility for loss or damage to the locks and the consignee will be required to pay all charges on account of demurrage that may have accrued.

(b) The Railway reserves the right to break open the locks at transhipment point or at any other point whenever necessary without replacing the locks or paying for them.

**123. Declaration of goods.**—(1) Every consignment of goods when handed over to the Railway for despatch must be accompanied by a Forwarding Note, which must be signed by the sender or his authorised agent, and must contain a declaration of the weight, description in accordance with Section 66 of the Railways Act 1989 and destination (Station and Railway on which situated) of the goods consigned, and indicate in the column provided for this purpose the route by which the goods are to be booked as provided for in Rule 125. In the absence of any such instructions as to the route by which the goods are to be booked, the goods will be despatched by the correct route according to the rules for the routing of goods for the time being in force.

(2) Printed forms of the Forwarding Note are available at all goods booking stations on application to the Station Masters or Goods Clerks. The forms of Forwarding Notes specified by the Central Government in accordance with Section 64 of the Railways Act 1989 are shown in Annexure 'A'.

(3) Merchants and traders must satisfy themselves that their packages are properly addressed and their Forwarding Notes correctly written out, as the Railway accepts no responsibility as to accuracy in either case and will hold senders liable for any mistake or misdeclaration.

(4) Rules for the indent, allotment and supply of wagons are given in Chapter II.

**124. Condition of goods tendered.**—(1) When any goods tendered to the Railway for carriage is in a defective condition as a consequence of which it is liable to damage, deterioration, leakage or wastage, the sender or his authorized agent shall indicate the defective condition of the goods on the Forwarding Note.

(2) When called upon to do so, if the sender or his authorized agent fails or declines to indicate on the Forwarding Note the defective condition, as found on examination, the consignment will not be accepted for carriage by the Railway.

**125. Routing of goods traffic.**—(1) (a) The term "shortest route" wherever appearing in this rule, is the shortest route between the forwarding and receiving stations as determined upon the basis of the distance notified by Railways as being the distance for charge. For purposes of determining the shortest route in cases in which break-of-gauge transhipment is involved, each break-of-gauge transhipment is to be reckoned as equivalent to 200 kilometres.

(b) In the absence of specific instructions in writing from the sender or his authorized agent to the contrary, goods will be despatched by the shortest route at the charges by the cheapest route, i.e., the route by which the freight charges are at the lowest.

(c) When a consignment is required to be despatched by the cheapest route, although such route is not the shortest route, the sender or his authorized agent must give written and signed instructions on the Forwarding Note as under—

"To be forwarded via.....at my request."

The Railway Receipt and its counterfoils must also be endorsed by staff of the forwarding station as under:-

"Booked route selected by sender."

(d) When a consignment is required to be charged and forward by other than the shortest route or the cheapest route the sender or his authorized agent must give written and signed instructions on the Forwarding Note as under:-

"To be forwarded via.....a dearer route" and the Railway Receipt and its counterfoils must be endorsed by the booking station staff as under-

"Dearer route selected by sender."

(e) In the event of the shortest route, when also the cheapest being partially or wholly closed for traffic, the correct route for carriage of traffic shall be the next shortest open route at the charges by the next cheapest open route. In such a case, the sender or his authorised agent should give written and signed instructions on the Forwarding Note as under:-

"To be charged by the next cheapest open route, the cheapest route via..... being closed."

The Railway Receipt and its couterfoils must be endorsed by the booking station staff as under:-

"Charged by next cheapest open route,at senders request, the cheapest route via.....being closed;and booked via....."

(f) In the event of the shortest route when not the cheapest being partially or wholly closed for traffic, the goods may be despatched by the next shortest open route at the charges by the cheapest route. In such cases the Railway Receipt and its counterfoils must be endorsed by the staff of the forwarding station as under:-

"Booked via.....the correct route being partially closed/closed."

(g) In the event of charges being equal or two by more open routes, the sender or his authorized agent may elect to have his goods charged and despatched by any open route and, where the route so selected is not the shortest route, the sender or his authorized agent must give written and signed instructions on the Forwarding Note as under:-

"To be forwarded via.....at my request."

The Railway Receipt and its counterfoils must be endorsed by the staff of the forwarding station as under:-

"Booked route selected by sender."

(h) Notwithstanding anything contained in Rule 125(1)(b), on the Central Government issuing an order under section 71(1)(b) of the Railways Act, 1989 that goods specified in the order can be carried and charged by a route specified therein or by any of the two alternative routes specefied therein, the goods will be chargeable by the specified route or any of the specified alternative routes over which such goods are actually carried, even if it is not the cheapest route.

(2) Where a sender has endorsed a Forwarding Note to the effect that goods should be despatched by a dearer route and the goods are carried by that route, the consignment will be charged at the rate applicable by that route, even though an endorsement to the effect that the dearer route was selected by the sender does not appear on the invoice or is defective.

(3) When there are separate goods booking stations at the same railway centre or separate goods sheds belonging to the same Railway or different railways at the same station, the correct route shall be determined from amongst such routes only as are open from the particular station or goods shed at which goods have been tendered for despatch.

(4) Regarding booking of explosives by dearer route, see relevant rules in the I.R.C.A. Red Tariff in force.

(5) For the purpose of rating and routing, a transhipment point should be treated as closed if no arrangements exist there for transhipment of liquids in bulk vide Rule 180.

**Note-** (1) A consignment may be despatched by a route other than the normal or elected route if it becomes necessary, to do so on account of causes beyond the control of Railway Administration or due to congestion in yards or other operational reasons.

(2) When the Central Government issues any order under Section 71(1) (b) of the Railways Act, 1989 to carry any goods or class of goods by such route or routes and at such rates as may be specified in the order, the same will apply not withstanding what is stated above.

GENERAL — *Contd.*

**126. Penalty for false declaration -**

(1) (a) If, on arrival at destination, it is found that goods have been improperly described and that a lower rate than that correctly applicable has been thereby obtained, charges at double the Class 300X rate will be levied by the booked route as shown on the relative invoice.

(b) If, in a consignment of packages chargeable at different rates, a group of packages chargeable at a particular rate is improperly described and thereby a lower rate obtained the charge at double the Class 300X rate referred to in sub-clause (a) above, shall apply only to the group of packages in the consignment improperly described and not to the entire consignment.

(2) If a materially false account is delivered with respect to the description of any goods, the person who gives such false account and if he is not the owner, the owner also, is, on conviction by a court, liable to a fine which may extend to five hundred rupees for every quintal or part of a quintal of the goods, and such fine will be in addition to the rate to which the goods may be liable.

(3) All Goods Clerks, Station Masters and Assistant Station Masters are hereby appointed to demand from the owner or person having charge of any goods which are brought upon the Railway for the purpose of being carried thereon, on the consignee of any goods which have been carried on the Railway, an account in writing of the description of the goods under Section 66 and 163 of the Railways Act, 1989.

**127. Non-liability of railways in case of false declaration:-** Under Section 102(a) of the Railways Act 1989, the Railway Administration shall not be responsible for the loss, destruction, damage, deterioration or non-delivery of any consignment 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 Forwarding Note delivered under sub-section (1) of Section 66 of the Railways Act, 1989.

**128. Conditions under which goods are loaded and unloaded by the Railway:-** (1) All goods other than those provided for in the exceptions named in clause (2) below and such other goods as may, from time-to-time, be notified, are loaded and unloaded by the Railway.

(2) Exceptions:- Loading and unloading of goods by consignors and consignees, respectively are required to be done in the following cases:-

(a) Goods consigned loose or in bulk.

(b) Offensive goods.

(c) Goods chargeable-

(i) at rates on the basis of wagon load classifications proivided Chapter I of Goods Tariff-Part I (VolumeII).

(ii) at station-to-station rates to which "L" condition is attached.

(iii) Lumpsum Rates to which 'L' condition is attached.

(d) Motor vehicles, N.O.C., Aeroplanes,Boats, N.O.C., etc. where a minimum weight for charge per article has been fixed in Chapter I of goods Tariff-Part I (Volume II) at 10 quintals and over.

(e) Heavy machinery long timber or other heavy articles, weighting one tonne and over per piece, unless otherwise provided.

(f) Goods traffic booked to and from sidings the loading and unloading of which is performed by owners by special arrangement or agreement.

Note:- (1) When any consignment consists partly of articles to be loaded/unloaded by senders/consignees and partly of other articles, the loading and unloading of the whole consignment is required to be done by the senders and the consignees, respectively.

GENERAL — *Contd.*

(2) The senders will be responsible at the starting station or the securing of all goods loaded by him and when called upon to do so, shall adjust any load which does not comply with the requirement of the Railway Administration.

(3) For explosives and other dangerous goods, see relevant rules in the I.R.C.A. Red Tariff in force.

**129. Charges for loading and unloading:-** (1) When the Railway have to handle goods which,in terms of Rules 128, are required to be loaded and/or unloaded by owner, charges shall be levied as fixed by the individual Railways. In respest of joint stations, the rates shall be fixed in consulation with the Railways concerned.

(2) These charges are applicable when a crane is not utilized.

(3) In case of consignment booked to or from Out-Agencies and City Booking Agencies, an extra charge as fixed by the individual Railways will be levied for loading or unloading of consignments of goods traffic which are required to be loaded and unloaded by the consignors and consignees respectively under rule 128 (2) (a),(b),(c), and (e). The extra charges shall be recoverable through the Railway Receipt along with the freight.

**130. Crane charges:-** (1) When a crane is supplied or utilized to handle consignments required to be loaded or unloaded by owners as per Rule 128, a charge at the following rates will be made. When this charge is levied, loading or unloading charges as per Rule 129 will not be levied:-

| Description of Crane | Lifting capacity of the crane - (B.G./M.G./N.G.) | Charges per hour or part of an hour |
|---|---|---|
| | Tonnes | Rs. |
| (a) Fixed hand cranes | Of all lifting capacities | 36 |
| (b) Travelling hand cranes | 1 to 10 | 153 |
| | 11 to 20 | 227 |
| (c) Fixed or Travelling Steam/Petrol/Electric/ Diesel Cranes | 1 to 10 | 227 |
| | 11 to 20 | 303 |
| | 21 to 30 | 358 |
| | 31 to 100 | 378 |
| | 101 and over | 659 |

Note:- (1) The depot stations where cranes are available and their lifting capacities are notified in the supplementary tariffs of each Railway,Railways do not undertake to supply cranes of types and capacity other than those available at the notified depot stations and also reserve the right to move such cranes from other than the nearest depot station.

(2) When a crane of a particular lifting capacity indented by a consignee is not available at the nearest depot station and a crane of higher lifting capacity is supplied on railway account, crane hire charges on the basis of the lifting capacity of the crane actually indented for by the consignee shall be realised, provided that the crane indented by the consignee is of adequate capacity for handling the consignment in question and is also one of types/classes in use on the Railways.

(2) When a crane is required to be made available at other than the notified depot stations, haulage charges should be recovered as under for the distance from the depot station, from which the crane is sent to the point where the crane is required and back to the depot station. When the crane is used elsewhere i.e. beyond the point where it is called for or is used at an intermediate station, haulage charges shall be recoverable from the notified station and back to the point where it is used as if the crane is independently called for that point.

GENERAL — *Contd.*

| | Haulage charge per kilometre per crane (B.G./M.G./N.G.) Rs. P. |
|---|---|
| For 4-wheeled crane | 7.90 |
| For 6 or 8-wheeled cranes | 15.80 |
| For 10-wheeled and above | 31.60 |

Note:- (1) In order to determine the total number of wheels on which haulage charges for crane are leviable, the number of wheels of the match truck should be added to the number of wheels or the crane. The match truck should not be considered as a guard or dummy or trailer or water tank or tool van.

(2) When it is necessary to attach a wagon as guard or dummy or when a trailer is attached to a crane for the safe carriage of the crane or when a water tank or tool van is attached for the use of crane, such a wagon or a trailer or a water tank or a tool van will be charged at Rs. 5.80 per K.M. per wagon irrespective of whether the wagon is B.G., M.G. or N.G. wagon subject to a minimum charge of Rs. 904 per wagon. If such a wagon or a trailer or a water tank or a tool van has 6-wheels or 8-wheels or 10-wheels and above, haulage charge will be proportionately increased as per sub-rule (2) above.

(3) In cases where a crane is moved from a depot station but is used at a station by more than one consignee 75 per cent of the haulage charges from each of all such consignees shall be recovered from the depot stations from where the crane is moved or deemed to have been moved to the point of use and back to the depot station.

In all other cases where the use is by one consignee only full haulages charges are to be recovered from depot station from which the crane is moved or deemed to have been moved to the station of use and back to its depot.

In respect of indents for crane, the Station Master should satisfy himself about the correctness of the title to the goods of the indentors requiring the use of the crane.

(4) When an indent for a crane has been placed at a station and the crane has left and is in transit and the party at the receiving station subsequently applies for cancellation of crane, full haulage charges to and from the indenting station will be recovered eventhough the crane may not have reached the indenting station.

(5) When a crane at a stabling station goes out of order or cannot be utilized for some other reason and is replaced by another crane, no haulage charge need be collected on the crane brought for the timebeing to that stabling station unless the consignment required to be handled at the crane stabling station actually requires a crane of higher lifting capacity than the crane notified to have been stabled at the station.

**131. Delays in unloading of wagons:-** In cases in which the unlaoding of consignments must be done by the consignee, and the consignee fails to do the same within the free time allowed for the purpose, or if the Railway considers that earlier release of wagons is necessary, the Railway may undertake the work of unloading at the prescribed rates not exceeding those laid down in Rule 129, or, if a crane is required to be utlized, at the cranes charges prescribed in Rule 130.

**132. Consignment loaded and stopped:-** In case a consignment when being booked and loaded by the Railway in wagons is stopped by the sender, a charge of Re.1.00 per quintal will be made for each loading and unloading operation performed by the Railway.

**133. Responsibility of owners in loading and unloading:-**In all cases where the owners of goods are required to do the loading and unloading,as the case may be, the risks attending these operations shall be borne by the owners.

GENERAL — *Contd.*

**134. Termination of transit** — (1) Unless otherwise previously determined, transit for the purpose of Railway liabi/ ty terminates—

(a) In the case of goods and animals to be unloaded by consignees—

| | | | |
|---|---|---|---|
| (i) | If the wagon is not unloaded within the free time allowed | .. | On the expiry of such free time. |
| (ii) | If the wagon is unloaded within the free time allowed | .. | On the expiry of the free time allowed for removal of such goods or animals from the Railway premises. |
| (b) | In the case of goods and animals not required to be unloaded by consignee. | .. | On the expiry of the free time allowed for removal of such goods or animals from the Railway permises. |

(2) When a consignment does not arrive at destination in one lot, the above rule will repply to each portion individually

**135. Responsibility of the Railway for goods:-** The Railways hereby give public notice—

(1) That they are not accountable for any articles, unless, the same are booked and a receipt for them is given by authorised Railway servant or Agent.

(2) That when the articles are accepted for carriage in accordance with clause (1) the responsibility of the Railways for any loss, damage, destruction, deterioration or non-delivery will be determined under the provisions of Sections 93 to 111 0f the Railways Act, 1989 (See Annexure B).

(3) That in respect of animals, perishables, explosives and such dangerous or other goods an mentioned in Cessation of Responsibility (After the Termination of Transit)Rules, 1990, the railway administration, shall not be responsible for loss, destruction, damage, deterioration or non-delivery arising from any cause whatsoever after the termination of transit as defined in Rule 134, notwithstanding that percentage charges may have been paid.

(4) (a) That in respect of goods other than those mentioned in sub-clause (3), the responsibility of the railway administration shall be that of a bailee under Sections 151, 152 and 161 of the Indian Contract Act, 1872 upto a period of seven (7) days after the termination of transit; provided that where the goods are carried at owner's risk rate the railway administration shall not be responsible as a bailee for loss, destruction, damage, deterioration or non-delivery except on proof of negligence or misconduct on the part of the railway administration or any of its servants.

(b) The railway administration shall not be responsible in any case for the loss, destruction, damage, deterioration or non-delivery of any consignment arising after the expiry of a period of 7 days after the termination of transit.

(5) That in the case of goods to be delivered by a railway administration, at a siding not belonging to the administration, the railway administration shall not be responsible for loss, destruction, damage, deterioration or non-delivery of such goods,from whatever cause arrising, after the wagon containing the goods 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 that the wagon has been so placed.

(6) That notwithstanding what is contained in the foregoing clauses the owners of goods or animals shall be liable to pay such demurrage or wharfage as may accure for so long as the animals or goods are not unloaded from Railway wagons or removed from Railway premises.

(7) That wherever transit involves carriage of the goods over any territory outside India the Railway Administration in India will not be responsible for loss, destruction, damage or deterioration unless such loss, damage, destruction or deterioration arose on a railway within India.

**136. Escorts for motor vehicles, tractors, etc.**— (1) Unless otherwise provided escorts for motor-cars, other vehicles, tractors and machinery in full wagon loads may be allowed to travel in the wagon itself where an open wagon is used on payment of Second class ordinary fares. The Railway Administration will acccept no responsibility whatsoever for any damage, loss or injury to the escorts arising out of their journey. Consignors must execute Indemnity Note (see Appenddix I/I) before the commencement of the journey. Escorts will not be allowed to cook their food in the wagon or to light a fire or to smoke.

(2) A separate written authority be issued to the escort in the following form:-

. . . . . ."holding Second class ticket No. . . . . is permitted to travel as escort in the same wagon in which the motor .hicle booked under ' voice No..... dated. . . . . .is carried. An Indemnity Note had been executed by the Consignor."

GENERAL — *Contd.*

**137. Notice of arrival of goods—** (1) The Railway Administration do not undertake to serve notice of arrival of g ods on the consignees, or their agents and non-receipt of such advice will not entitle the consignee to exemption from whar. ge and demurrage charges, if the goods are not taken delivery of within the free time allowed.

(2) In regard to explosives and other dangerous goods, relevant rules in the I.R.C.A. Red Tariff in force will apply.

**138. Notice of loss or damage:-** The Railway shall not be responsible for any damage to, or loss of, property unless notice of such is given in writing to the Station Master before delivery and removal from the Railways premises of the property or of the package or packages, the contents or parts of the contents of which are alleged by the claimant to be damaged or lost, or of the rest of the consignment, a portion of which is alleged by the claimant to be lost (as the case may be).

**139. Time limit of claims for compensation:-** (1) A person shall not be entitled to claim compensation against a railway administration for the loss, destruction damage, deterioration or non-delivery of animals or goods carried by railway, unless, under Section 106 of the Railways Act, 1989, a notice thereof is served by him or on his behalf.

(a) to the railway administration to which the animals or goods are entrusted for carriage; or

(b) to the railway administration on whose railway the destination lies, or the loss, destruction, damage or deterioration occurs within a period of six months from the date of entrustment of the goods.

(2) When claims are preferred, they should be accompanied by the original or a certified copy of the puttee or bijuck (with translation in English in the case of vernacular document).

**140. Time limit for refund for over-charges—** A person shall not be entitled to a refund of an overcharge in respect of animals or goods carried by railway unless, under section 106(3) of the Railways Act,1989, a notice therefor 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 animals or goods at the destination station, whichever is later.

**141. Monetary liability of a Railway Administration-**

(1) Where a Railway Administration is responsible for loss, damage, destruction, deterioration or non-delivery of any consignment, the amount of liability of Railway Administration will be governed by Railways(Extent of Monetary Liability and Prescription of Percentage charge) Rules 1990, which may be seen at Appendix 1/11.

(2) Goods specified in part I of Schedule II of the Rules quoted in para (1) shall not be accepted for carriage by Railways unless the value of such goods is declared and percentage charge paid at the rate specified.

(3) Percentage charge at value must in all cases be pre-paid.

(4) Goods on which percentage charge on value is paid shall not be accepted for booking unless they are packed in accordance with the Railway Rules.

(5) In the case of goods other than those covered in para (2), the sender or his authorised agent must record in writing in the Forwarding Note whether he engages to pay the percentage charge on value. Package containing articles on which the sender elects to pay the percentage charge on value shall not be booked under the same invoice as other packages.

**142. Persons authorized to accept percentage charge on excess value of goods—** (1) Station Masters are authorized to accept percentage charge on articles when the value of the whole consignment is not more than Rs. 10,000. In the case of consignments exceeding Rs. 10,000 in value, an application should be made to the Station Master who will obtain the sanction of the Divisional Officer for accepting the percentage charge. Such Consignments should be brought to the station only after this permission has been obtained.

(2) Percentage charge on excess value must in all cases be pre-paid.

GENERAL — *Contd.*

**143. Percentage charge on excess value of goods**— (1) The percentage charge on excess value will be as indicated in Appendix 1/11.

(2) In the event of a cosignment for which the sender has engaged to pay the percentage charge on excess value consisting of more than one package, the value of consignment must be declared and the percentage charge on excess value shall be calculated only on the aggregate excess value of the consignemnts.

(3) The percentage charge on value in no case be less than two rupees for the whole distance.

(4) The percentage charge on excess value must be calculated on the total distance, shall be subject to one minimum, and shall be divided in the ratio of distances over the railways involved.

(5) The percentage charge on excess value is levied in addition to the freight charges at railway risk over all railways, and it should be shown separately on invoices.

**144. Conditions as to packing and acceptance of goods on which the sender has engaged to pay percentage charges on excess value**— (1) No packages on which the sender has engaged to pay percentage charges on excess value will be accepted unless packed in such a manner that they are not likely to be damaged if fairly handled,packages containing valuables should be packed and sealed in such a manner that any tampering could be easily detected. The station seal should be used in addition to the sender's private seal.

(2) The Railway reserves the right to examine the contents of any package or consignment declared to contain valuable articles to satisfy itself that the package or consignment actually contains the articles declared to be therein.

(3) Packages containing marble, mirrors, glass statuary and other fragile or damageable goods must be opened for inspection at the despatching station before being accepted and, if so required by the consignee, again opened and exmined at the receiving station prior to delivery and. removal. Such packages may, however, at the special request in writing of the sender be accepted with out being opened and examined on the distinct understanding that the Railway will not be responsible for the contents or their condition on delivery at destination.

(4) All appliances for opening and closing packages must be provided by sender or receiver who are responsible for proper packing and repacking.

(5) In the case of through consignments on which percentage charges on excess value have been paid, not in through vans, the junction station must carefully examine the outward condition of the packages and record the condition as ascertained against the entry in the through books.

(6) The maximum weight and dimension for packages containing fragile or damageable goods on which the sender engages to pay percentage charges on value for carriage by goods train shall be as specified hereunder:-

| | B.G. | M.G. | N.G. |
|---|---|---|---|
| Maximum weight in quintals | 2.00 | 2.00 | 2.00 |
| Maximum length in metres | 2.50 | 1.50 | 1.50 |
| Maximum breadth in metres | 1.00 | 1.00 | 1.00 |
| Maximum height in metres | 1.50 | 1.40 | 1.00 |

**145. Railway Receipt**— (1) Railway Receipt is the receipt issued under section 65 of the Railways Act,1989, by a railway administration on completion of loading of goods which are to be loaded by a person entrusting such goods for carriage, or, in any other case, on acceptance of the goods by Railway Administration for carriage.

(2) Duplicate Railway Receipts will not be issued.

(3) A Railway Receipt will not be issued in the name of more than one consignee.

(4) The weight and or the number of packages are indicated in the Railway Receipt. In the case of wagon load or train load consignments, where the weight or the number of packages is not checked by a railway servant, a statement to that effect will be recorded in such railway receipt. In such cases the burden of proving the weight or, as the case may be, the number of packages stated, shall be on the consigner, consignee or endorsee.

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(5) Before goods can be delivered, the Railway Receipt granted to the sender at the despatching station must b duly endorsed by the consignee and given to the Railway at the destination but the Railway reserves to itself the righ. of giving delivery of goods, even in the absence of Railway receipt and irrespective of any condition.

**146. Preservation of Railway Receipts.—** Railway Receipts granted to the sender must, on no account, be disfigured or mutilated as they cannot be accepted in an imperfect state.

**147. Railway Receipts sent by post.—** As Railway Receipts, when not sent by registered post may be miscarried, it is to the advantage of freighters to send them by registered post to avoid inconvenience.

**148. Value-payable system.—(1)** In case of rail users who desire to adopt the value-payable system, the following procedure may be followed :—

A consignor should, in the Forwarding Note, show the consignee as "Self". Each package in the consignments should be marked with a distinctive private mark, which will aslo be recorded in the Forwarding Note and Railway Receipt. Different marks should be used for different consignment despatched to the same station. Consignors are warned against showing the intended consignee's name on any of the packages.

On obtaining the Railway Receipt from the Railway, the consignor should endorse it in favour of the consignee by name and make it over to the Post Office for delivery to the consignee on payment of the amount due.

(2) Goods booked under the value payable system are subject to all the usual rules, regulations, etc., laid down in this book.

(3) Consignments booked to private or assisted sidings will not be consigned to self.

**149. Delivery of goods when Railway Receipt is not forthcoming:-** When the Railway Receipt is not forthcoming, delivery of the consignment will be governed by the Railways (Manner of Delivery of Consignments and Sale Proceeds in the Absence of Railway Receipt) Rules, 1990, copy at Appendix 1/13.

**150. Indemnity Notes—** The forms in which Indemnity Notes are to be executed are indicated in Appendix 1/2 to 1/5.

**151. Exemption from stamp duty—** Vide Government of India, Finance Department, Notification No. 3616 Exc., dated the 16th July,1909, and No.683-F, dated the 28th December,1912 as modified by that Department's Notification No.579-F.,dated the 2nd June,1913-under Section 9, clause (a) of the Indian Stamp Act,1899 (11 of 1899) and Section 28, clause (b) of the Co-operative Societies Act, 1912 (11 of 1912), the duties chargeable on the following instrument have been remitted:-

(1)Agreement made with a Railway Company or Administration or an Inland Steamer Company for the conveyance of goods.

(2) (a) Agreement or Indeminity Note given to a railway authority or an Inland Steamer Company by a consignee (when the Railway Receipt or Bill of Lading is not produced) in respect of the delivery of articles carried at Scale C.P.-2 rates or at goods rates, namely, fresh fish, fruits, vegetables, bazar baskets, bread, meat, ice and other perishable articles.

(b) Indemnity Note executed by or on behalf of any officer or member of any Co-operative Society, registered for the time being under the Act, and relating to the business of such Society, when the Railway Receipt is not produced.

(3) Agreement made with a Railway company or Administration, which purports to limit the responsibility of the Company or Administration, as declared by the Railways Act, 1989 Section 64.

(4) Receipt or Bill of lading issued by a Railway company or Administration or an Inland steamer Company for the fare for the conveyance of goods or animals, or given to such Company or Administration or Inland Steamer Company for the refund of an overcharge made in respect of such fare.

(5) Receipts for payments on account of services, such as loading, unloading, delivery, cranage,haulage, wharfage, demurrage, etc., pertaining to transactions between Railways or between Railways and the public (vide Railway Board's No. 436-F-16,dated the 14th August,1916).

(6) Receipt given by a Railway Company or Administration or an Inland Streamer company for money received by it from another Railway Company or Administration or Inland Steamer Company, or from a Tramway Company or other carrying Company on acount of its share of fares or freight for the conveyance in through traffic of passengers or goods or both or of animals (vide Finance Department [Central Revenues] Notification No.2, dated the 25th January,1930).

**152. Partial delivery of consignments—** A consignee must take delivery of goods forming part of a consignment whenever they are available for delivery notwithstanding that the remaining goods are short or damaged or have not arrived at their destination or are otherwise not available for delivery;and, if the consignee does not take delivery of such goods forming part of a consignment as are available for delivery, they will be subject to wharfage charges if not removed within the time allowed for removal.

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**153. Re-consignment:-** (1) Whenever undelivered goods are required to be re-booked either to the original forwarding or any other station, the consignor or the consignee, as the case may be, should apply for this to the station Master of the station at which the consignment is stored. The original Railway Receipt should also be forwarded with the application along with a duly executed Forwarding Note and to ensure its safe delivery it should be sent under a registered postal cover. Sufficient money in stamps should also be sent with this application to enable the Station Master to post a reply land the re-booking Railway Receipt under a registered cover. The goods will be re-booked subject to the provisions of Rule 125.The Railway will accept no responsibiliity for the loss or miscarriage of the re-booking Railway receipt and resultant cousequences if sufficient stamps are not sent to the re-booking station to enable the re-booking Railway Receipt to be sent by Registered Post.

(2) When the goods have been re-booked the Station Master will send the re-booking Railway Receipts to the applicant who should arrange to have the delivery of the consignment taken at the station to which it is re-booked on production of the receipt and payment of the Railway dues.

(3) Re-booking as provided for in clauses(1) and (2) above, will be arranged only if the consignment required to be re-booked is in sound condition. If, however, the consignment is in defective condition, the Station Master will advise the Consignor or consignee, as the case may be, of the condition and weight, etc., of the consignment. On receipt of this advice from the Station Master, the consignor or consignee will sign a fresh Forwarding Note entering there on all the particulars including the remarks given by the Station Master, as to the actual condition and weight of the consignment, and send it to the Station Master , failing which the consignment will not be re-booked.

(4) In exceptional circumstances when the original Railway Receipt is not forthcoming or is declared as lost, the consignment may be re-booket at the discretion of the Station Master concerned on production of an Indemnity Note in lieu of the original Railway Receipt together with a fresh Forwarding Note for re-booking the goods.

(5) All charges including storage or wharfage, etc., should be entered in the re-booking Railway Receipts as "Paid on To-Pay." Where pre-payment of freight is compulsory the charges should be collected before re-booking.

(6) Perishable goods and goods on which percentage charge has been paid will not be re-booked.

(7) Wagon loads will not be re-booked under any circumstances without previous sanction from the Divisional officer.

(8) If a consignment initially booked from a station on one gauge to a **junction** station serving more than one guage or a station on a different guage is subsequently required to be re-booked from the original destination station to another station, the weight condition of the forwarding guage, i.e., the prescribed minimum weight condition or the fixed weight according to the floor area of the wagon,etc.,as the case may be, will determine the weight for charge for the re-booked consignment.

**154. Contraband Goods:-** (1) Arms, Ammunition and Military Stores:- Suject to the exceptions noted in Appendix 1/6, the following are considered to be arms, ammunition, etc., within the meaning of the Arms Act—

(a) "Arms" includes fire-arms, bayonets, swords, daggers, spears, spear-heads and bows and arrows, also cannon and parts of arms and machinery for manufacturing arms.

(b) 'Cannon' includes also all howitzers, mortars, wallpieces mitrailleuses and other ordnance and machine guns, all parts of the same and all carriages, platforms and appliances for mounting transporting and serving the same.

(c) "Ammunition" includes also all articles specially designed for torpedo service and submarine mining, rockets, gun-cotton, dynamite lithofracteur and other explosive or fulminating material, gunflints, gun-wards, percussion caps, fuses and frictiontubes, all parts of ammunition and all machinery for manufacturing ammunition, but does not include lead sulphur or saltpetre.

(d) The term "Military Store" means any material which the Central Government may,from time-to-time by notification in the Gazette of India, declare to be such and includes lead, sulphur, saltpetre, sodium azide, chlorates which include pottassium chlorate, sodium chlorate, barium chlorate, perchlorates and asphyxiating, poisonous, irritant or other gases and analogous liquid materials or devices which are not used in any *bona-fide* industrial purposes in India.

(2) Transport by Rail of Arms, Ammunition or Military Stores:- Subject to the exceptions noted below, all consignments of arms, ammunition or military stores tendered for despatch by rail must be covered by a licence and may only be carried in the manner and to the extent premitted by such licence.

**Exceptions:-** Nothing in clause (2) shall be deemed to apply:-

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(a) to arms and ammunition transported personally or as personal luggage in reasonable quantities for his own use by any person lawfully entitled to possess arms or to go armed; or

subject to the provisions of Rule 37 of the Indian Arms Rules, 1951;

(b) to arms ammunition or military stores which are covered by a licence for their export or import and are being transported by a licensed dealer in accordance with such licence:-

(i) from the place of despatch in India to the port or other place of export or from the port or other place of import to the place of destination; or

(ii) by transhipment in the port of import for re-export by sea; or

(c) to arms, ammunition or military stores transported:-

(i) by any person licensed to possess such articles or exempted from the liability to obtain such licences where such articles are transported in reasonable quantities for his own use for the premises of a licensed dealer, or are transported for purposes of examination or repair to or from any such permises or are transported to any other person so licensed or exempted as aforesaid;

(ii) by a licensed dealer, where such articles are transported in a case or package legibly addressed to such a person as referred to in sub-clause(i) in compliance with an order given by such person for the supply of such articles in reasonable quantities for his own use.

(d) to chlorates transported for *bona fide* industrial, agricultural and medicinal purposes.

(e) A licence is not required for the transport of arms, ammunition or military stores by order of the Central Government or of any State Government or by a public servant or a member of either of the Forces constituted by the National Cadet Corps Act,1948 or the Territorial Army Act,1948 in the course of his duty as such public servant or member.

(3) Where the arms, ammunition or military stores are transported by rail, a copy of the licence shall be attached to the Way-Bill or invoice as the case may be, and telegraphic advice of every such consignment shall be sent by the Railway authorities from the forwarding to the receiving station; and the consignment shall not be taken from the Railway premises unless the railway Police, or if there are no Railway Police, the Railway authorities have satisfied themselves that the arms, ammunition or military stores correspond with description given in the licence. In the event of any discrepancy being found by the latter, delivery must by withheld and the nearest Police Officer informed by telegram.

In the case of consignments which under the exceptions to clause (2) do not require to be booked under a licence, a detailed description of the contents must be given by the consignor and entered on the invoice or the Way-Bill, as the case may be.

(4) The articles shall not be conveyed by any route other than that specified in the licence; and bulk shall not be broken nor shall the consignment be stopped before the articles reach the place of destination.

(5) An account of the contents of each package shall be legible written thereon; and, where the articles are conveyed by rail, each package shall be marked with the word or expression "Arms", "Ammunition" or "Military Stores" as the case may be, so as to be readily recognizable by the Railway Authorities.

(6) All consignments of arms, ammunition or military stores must be kept under lock and key while in charge of the Railway, both at stations and on running trains and on railway steamers.

(7) The articles shall be delivered only to a person lawfully entitled to receive them.

(8) Import by Rail of Arms, Ammunition or military Stores:- Where the arms, ammunition or military stores are imported by rail, a copy of the licence shall forthwith be sent by the authority granting it to the Railway authorities at the place to which such arms, ammunition or Military Stores are consigned.

GENERAL — *Contd.*

(9) (a) The Railway authorities to whom a copy of a licence has been sent under clause (8) shall require the on-signee to produce the original licence and shall satisfy themselve:-

(i) that the arms, ammunition or military stores claimed by him correspond with the description given in such licence, and

(ii) that such licence is identical in substance with the copy sent to them.

(b) Where in any case, referred to in clause(a)—

(i) the consignee fails to produce the original licence, or

(ii) the arms, ammunition or military stores claimed by him do not correspond with the description given in such licence, or

(iii) the licence is not identical in substance with the copy sent to the Railway authorities, such authorities shall not deliver the consignment and shall forthwith inform the nearest magistrate.

**(10) Export by Rail of Arms, Ammunition or Military Stores:-** (a) Where the arms, ammunition or military stores are exported by rail a copy of the licence shall forthwith be sent by the authority granting it:-

(i) In the case of consignment despatched from a Presidency town-to the Commissioner of Police.

(ii) In the case of the state of Jammu and Kashmir to the State Government, and

(iii) In all other cases- to the District magistrate of the district from which the consignment is to be despatched.

(b) The Commissioner of Police, the Government of the State concerned or District Magistrate shall forthwith send a copy to the Railway authorities at the place from which the consignment is to be despatched; and the Railway authorities shall not receive for despatch any case or package containing arms, ammunition or military stores unless accompained by the original licence, and shall satisfy themselves—

(i) that the arms, ammunition or military stores correspond with the description given in such licence, and

(ii) that such licence is identical in substance with the copy sent to them.

(c) Where in any case referred to in clause(b)—

(i) the case or package is not accompanied by the original licence, or

(ii) the arms, ammunition or military stores contained therein do not correspond with the description given in such licence, or

(iii) the licence is not identical in substance with the copy sent to them such authority shall not receive the consignment for despatch, and shall forthwith inform the nearest Magistrate.

**(11) Import, Transport and Re-export:-** (a) Save as otherwise provided by Rules 5,7 and 20 of the Indian Arms Rules, 1951, a comprehensive licence in From VIII for the import by sea, land or river, of arms, ammunition or military stores and for their, re-export may be granted where they are consigned from any place in Nepal to any place in India by the Ambassador of India in Nepal.

(b) (i) Where under the authority of the licence granted under sub-clause (a) the arms, ammunition or military stores are to be transported across Indian territory entirely by rail, a copy of the licence shall forthwith be sent by the Ambassador of India in Nepal to the District Magistrate or, in the case of the Jammu and Kashmir, to the State Government and to the Railway authorities at the place from which the consignment is to be despatch.

(ii) The Railway authorities shall not receive for despatch any case or package containing arms, ammuntion or military stores unless accompanied by the original licence and shall satisfy themselves:-

(a) that the arms, ammunition or military stores correspond with the description given in such licence, and

(b) that such licence is identical with the copy sent to them.

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(iii) Where in any case:-

(a) the consignment is not accompanied by the original licence, or

(b) the arms, ammunition or military stores contained therein do not correspond with the description given in such licence, or

(c) the licence is not identical with the copy sent to them, the Railway authorities shall not receive the consignment for despatch and shall forthwith inform the Ambassador of India in Nepal, who granted the licence.

(12) Every person employed upon any railway shall, in the absence of reasonable excuse, the burden of proving which shall lie upon such person, give information to the nearest police office regarding any box, package or bale in transit which he may have reason to suspect contains arms, ammunition or military stores in respect of which an offence under the Indian Arms Act,1878 has been or is being committed.

(13) (a) In every case when a consignment of any kind of arms, ammunition or military stores fails to reach the destination station within a reasonable period from the date of booking as shown by the invoice or the Way-Bill the Station Master of the station to which such ammunition or arms is booked must report the facts by wire to the Station Master of the booking station, junctions concerned, if any, Divisional Railway Manager and Superintendent of Railway Police in whose jurisdiction booking and destination stations are situated.

(b) Enquiries must be pushed with all possible speed, the consignment being traced by wire from the booking station onwards and all such wires must be addressed to the officials noted in the preceeding clause.

(c) Divisional Railway Manager should see that no delay occurs and, when necessary will communicate with Superitendents of Railway Police and Divisional Railway Manager of intervening districts, and report full particulars to the Chief Commercial Superitendent when the consignment has been traced or when it appears that further search is futile or can be best conducted by the claims Office.

(14) Intoxicating Drugs:- Intoxicating drugs will not be accepted for conveyance by railway unless covered and accompanied by a permit or pass granted by an officer competent to grant the same.

Note:- Intoxicating drug means intoxicating drug as defined in the Acts of the States on which the forwarding and the destination stations are situated.

(15) The pass or permit must specify:-

(a) The name of the person, if any, in charge of the consignment;

(b) The name and address of the consignor;

(c) The name and address of the consignee;

(d) The names of places from and to which the consignment is to be transported;

(e) The number of packages and the weight and contents of each;

(f) The route to be followed specifying the names of railway station from and to which the consignment is to be sent;

(g) The currency of the pass or permit.

(16) Each package must be sealed with the Official seal of the Officer granting the pass.

(17) Each consignment shall be sent according to the route prescribed in the pass or permit, which must be attached to the invoice and delivered with the consignment to the consignee at the station of destination.

(18) The invoice must always accompany consignments, of intoxicating drugs and must not be sent in advance by Mail or other train.

(19) The bulk of the consignment shall not be broken, i.e., if the consignment is in quantities requiring more than one wagon, the wagons, in which they are loaded shall not be separated in transit, but shall always travel together throughout the journey. In the same way, a smaller consignment shall not be separated.

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(20) Revenue, Salt, Prohibition, Excise, Abkari, Customs and Police Officers may at any time examine consignments in transit. If after such examination, the officer concludes that the packages have not been opened or tampered with in transit and their number corresponds with the number specified in the permit or pass, the consignment shall be allowed to proceed; otherwise the consignment may be detained.

(21) Intoxicating drugs exported from a Government stores house to a foreign settlement must be covered by a pass granted by the competent authority in such foreign settlement and countersigned by the Secretary to the Board of Revenue.

(22) The rank of an officer of the Government who is competent to grant permits or passed and the rank of an officer who is authorized to examine consignments varies over the different States and information regarding this can be ascertained from the Goods Tariff of the Railway concerned.

(23) Salt Earth or Earth Salt:- Salt earth or earth salt will not be conveyed by rail unless covered by a licence.

(24) Feathers and skins:- The exportation by sea or by land out of India of skins and feathers of all birds, other than domestic birds, except feathers of ostriches and skins and feathers exported *bona fide* as specimens illustrative of Natural History, is prohibited.[Government of India, Finance and commerce Department (Customs), Notification No.5028 S.R. dated 19th September,1902].

**155. Booking of metal scrap:-** (1) Metal scrap will not be accepted for booking unless each consignment is accompanied by a "Free-from-Explosives" certificate.

(2) The "Free-from-Explosives" certificate must be produced at the station before the goods are brought to the station.

(3) The consignor must declare in writing the following:-

(a) The source from which the metal scrap has been recovered.

(b) If the metal scrap has been recovered from ammunition whether it was obtained from Military Authorities, or from any other source; and if the latter, the source from which the scrap was obtained.

(4) In the case of scrap recovered from ammunition and purchased from Military Authorities, the consignor must produce the "Free-from-Explosive" certificate from the Military Authorities,i.e. Inspecting Ordinance Officer.

(5) If it is scrap recovered from ammunition and not purchased from Military Authorities the consignment must indicate the source of purchase and produce a certificate from the Inspector of Explosives that it is free from explosives.

(6) In respect of scrap other than that recovered from ammunition the consignor must declare in writing that the scrap tendered for booking is free from explosives.

**156. Articles declared to be offensive goods:-** The following articles are under the Railway Act, 1989, declared to be offensive goods:-

(1) Blood, dried.
(2) Corpses.
(3) Carcasses of dead animals.
(4) Bones excluding bleached and cleaned bones.
(5) Municipal or street sweepings or refuse.
(6) Manures of any kind including mycellium except chemical manures.
(7) Rags, other than oily rags.
(8) Any decayed animal or vegetable matter.
(9) Human ashes.
(10) Human skeleton.
(11) Parts of Human body.

**157. Penalty for not declaring offensive and dangerous goods:-** (1) No Person shall take with him of require a Railway Administraion to carry any explosives, dangerous or offensive goods upon a Railway, without giving notice in writing of their nature to the Station Master or other Railway servant in-charge of the place where he brings the goods upon the Railway.

(2) And no person shall tender or deliver any such goods for carriage upon the Railway without distinctly making their nature on the outside of the package containing them or otherwise giving notice in writing of their nature to the Railway servant to whom he tenders or delivers them. Any one guilty of these offences shall be liable to a fine which may extend to Rs. 500 in the case of offensive goods and Rs.1000/- or imprisonment upto three years or both in case of dangerous goods, and shall also be responsible for any loss injury or damage which may be caused by reason of such goods having been brought upon the Railway (see Section 67,164 and 165 of the Railway Act 1989).

**158. Rules for carriage of offensive goods:-** The following rules, conditions and arrangements must be scrupulously observed in the booking and carriage of offensive goods:-

(1) No offensive consignments can be allowed to accumulate on the Railway premises; each consignment must be brought complete and arrangments made to load it in wagons immediately.

(2) Whenever practicable offensive consignments must be kept quite distinct and separate from all other goods, except mineral; and when it is absolutely necessary to warehouse them at destination, they must be stored in remote but secure place not in the Railway warehouse.

(3) All tariff rules as the pre-payment of freight, minimum charges, etc. must be most carefully observed, and demurrage or wharfage strictly enforced in case of delay in taking delivery.

(4) Offensive goods not provided for in this Tariff will not be accepted unless by previous arrrangements.

**159. Loading of offensive goods:-** Offensive goods shall not be loaded in wagons with other goods and they must, therefore, be loaded in separate wagons. The charges will be levied subject to a minimum weight for charge as for 60 quintals for a Broad Guage wagon or 45 quintals for a Metre Gauge wagon or 35 quintals for Narrow Gauge wagon, at the "Smalls" rate, right through to destination irrespective of whether a break-of-gauge is involed or not. If charges at the wagon load rate, on the minimum weight attached to the wagon load rate, are, however, less than the charges calculated as above at the "Smalls" rate, charges at the wagon load rate will be leviable.

**160. Goods loose or in bulk:-** Except where otherwise specified goods sent loose or in bulk will be subject to charge on the full marked carrying capacity of the wagon used at the forwarding station or such other minimum as may be laid down in each case right through to destination irrespetive of whether a break-of-gauge is involved or not. Liquids carried in tank wagons will ordinarily be charged where there is no break-of-gauge on the marked carrying capacity of the tank wagon used. Where a minimum weight condition lower than the marked carrying capacity is shown against any liquids, such lower condition only applies to consignment carried in containers, such as tins, drums, etc., unless it is specifically notified that such condition also applies to consignments carried in tank wagons. The weight for charge in regard to liquids in bulk involving transhipment will be governed by agreement, vide Rule 180.

**161. Punitive charge for overloading:-** where a person loads goods in a wagon beyond its permissible carrying capacity, charges as prescribed in the Railways (Punitive charges for Overloading of Wagon), Rules 1990, are recoverable from the consignor/consignee or endorsee. A copy of the Railways (Punitive charges for Overloading a Wagon), Rules 1990, is at Appendix 1/12.

**162. Maximum moving dimension of a wagon not to be infringed:-** Consignors in loading are required not to exceed the maximum moving dimensions of the wagon used. If, however, it is discovered *en route* that the consignment has infringed the maximum moving dimensions of the wagon used, the articles or packages infringing the maximum moving dimensions should be removed. Any such portion so removed will have to be taken delivery of at the station where it is unloaded or despatched from there as a separate consignment under instructions from the sender. Charges in such cases will be levied as under:-

(1) *Discovered enroute and portion exceeding the maximum moving dimensions removed and delivered at the point of detection:-* The portion removed will be charged at the "Smalls" rate for the entire distance from the booking station to the point of detection.

(2) *Discovered en route and portion exceeding the maximum moving dimensions removed and booked separately:-* The portions removed will be charged as for "Smalls:" for the whole distance, i.e. from the booking to the destination station; when, however, owing to the nature of the goods, in entire wagon has to be used, the charge will be made on a minimum of 60 quintals for 4-wheeled Broad Guage wagon,45 quintals for 4-wheeled Metre Gauge wagon and 35 quintals for 4-wheeled Narrow Gauge wagon at the rate applicable to "Smalls" for the entire distance. Prior instructions of the consignors should be obtained for the disposal of the excess portion removed from the wagon.

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(3) *Discovered at destination or en route but portion exceeding the maximum moving dimensions not removed:-* The portion exceeding the maximum moving dimensions will be charged at the same rate proportionately as for the rest of the consignment. Infringement charges, if due as per rules, would be leviable in addition.

N.B.:- Where lump sum wagon rates are quoted, Railways may notify the method of arriving at the charges as local variation.

**164. Bulky articles fully occupying a wagon:-** (1) When goods tendered for coveyance are of such description that owing to their bulk or measurement it is found impossible to load each Broad Gauge Wagon to the extent of 60 quintals and each Metre Gauge Wagon to the extent of 45 quintals and each Narrow Gauge wagon to the extent of 35 quintals, such goods will be subject to a charge as for 60 quintals,45 quintals and 35 quintals respectively per wagon as at the "smalls" rate right through to destination irrespective of whether a break-of-gauge is involved or not, except in cases in which a special minimum is quoted in this tariff or otherwise notified when such minimum will apply. If charges at the wagon load rates for the prescribed minimum weight for the wagon load are less than the charges at the "smalls" rate charges at wagon load rate will apply.

(2) The above charges are based on four-wheeled wagons.Should the conditions of the consignment involve the use of larger wagons, the charges will be increased in the following proportion viz., bogies as for 2 wagons and six-wheelers as for 1—1/2 wagons.

For the purpose of computing the minimum weight for charge and for the levy of siding charges:-

(i) BCX, BCN,BOX, BOX"N",BKCX,BFR (having carrying capacity more than 44 tonnes) BOB, BRS, BRH and BOI types of wagons should be equated to 2 and 1/2 four-wheeled wagons. However, in respect of commodities for which minimum weight condition prescribed in this Tariff is 180 quintals and below per 4-wheeled Broad Gauge wagon, the minimum weight condition when loaded in BCX,BCN wagons should be twice that prescribed for 4-wheeled wagon.

(ii) BOBX, BOY and BOBS types of wagons should be equated to three four-wheeled wagons.

For the levy of siding charges BFU types well- wagons having different carrying capacities should be equated as under:-

**BROAD GAUGE**

| | | | |
|---|---|---|---|
| Upto 48 tonnes | .. | 2 | four-wheeled wagons. |
| Above 48 tonnes and upto 60 tonnes | .. | 2and1/2 | four-wheeled wagons |
| Above 60 tonnes and upto 72 tonnes | .. | 3 | four-wheeled wagons |
| Above 72 tonnes and upto 84 tonnes | .. | 3 and 1/2 | four-wheeled wagons |
| Above 84 tonnes and upto 96 tonnes | .. | 4 | four-wheeled wagons |
| Above 96 tonnes and upto 108 tonnes | .. | 4 and 1/2 | four-wheeled wagons |
| Above 108 tonnes and upto 120 tonnes | .. | 5 | four-wheeled wagons |
| Above 120 tonnes | .. | 6 | four-wheeled wagons |

**METRE GAUGE**

| | | | |
|---|---|---|---|
| Upto 38 tonnes | .. | 2 | four-wheeld wagons |
| Above 38 tonnes & upto 47.5 tonnes | .. | 2 and 1/2 | four-wheeled wagons |
| Above 47.5 tonnes & upto 57 tonnes | .. | 3 | four-wheeled wagons |
| Above 57 tonnes | .. | 4 | four-wheeled wagons |

For the purpose of levy of freight charges, BFU type well-wagons should be charged on actual weight subject to minimum weight for charge on the marked carrrying capacity.

(iii) Special type of Narrow Gauge with carrying capacity of 22.4 tonnes and above should be equated to 2 and 1/2 times of Narrow Gauge 4-wheeled wagon.

*Note:-* However, Bulky articles with a minimum weight condition of W/60 BG, W/45-MG and W/35 NG, when offered in wagon loads will be charged on a minimum weight of 60 quintals, when loaded in Narrow Gauge 8 wheeled wagons with a carrying capacity of 22.4 tonnes and above.

GENERAL — *Contd.*

In the case of CRT wagons, the minimum weight condition should be computed at one and one-fifth times the weight condition prescribed for a B.G. four-wheeled wagon and rounding of the resultant figure to the next higher multiple of 5 quintals. A few examples of arriving at the minimum weight for charge in the case of CRT type wagons are indicated below:-

| Minimum weight prescribed for B.G. Four-wheeled wagons (Quintals) | Minimum weight applicable to CRT Wagons (Quintals) |
|---|---|
| 205 | 250 |
| 180 | 220 |
| 130 | 160 |
| 110 | 135 |
| 105 | 130 |
| 95 | 115 |

(3) When different classes of goods which are each subject to the above minimum weight booked under one invoice are loaded together in one wagon, one minimum will be charged for the whole at the highest rate chargeable.

**164-A.** Except in the types of cases covered by Rule 164, when a wagon is indented and utilized, the goods loaded in such wagon will be subject to a minimum charge leviable at the wagon load rate on the minimum weight prescribed for that commodity.

**165. Method of charging bulky articles of goods traffic booked at Smalls rates.-** (1) Bulky articles when booked at Smalls rate would be charged either by weight or by measurement whichever gives the greater charge, 28 cubic decimetres being considered equal to four kilograms. Fractions less than 28 cubic decimetres would be charged as for 28 cubic decimetres. When bulky articles are booked at Smalls rate and also are charged by measurement, the actual weight and also the weight found on measurement must be shown on the Railway Receipt.

(2) Bulky articles when booked from one Consignor to one Consignee at Smalls rate will be charged on the gross weight of the total number of the packages.

**166. Bulky articles requiring two or more wagons.-** When two or more open wagons are required for the conveyance of girders, shafts, masts, cars, rails, bamboos and such articles as from their great length cannot be carried in one wagon, the minimum charge per wagon will be as for 60 quintals for Broad Gauge, 45 quintals for Metre Gauge and 35 quintals for Narrow Gauge except in cases in which as special minimum is quoted in this Tariff or otherwise notified, when such minimum will apply.

**167. Provision of special fittings or packing.-** Whenever it is necessary to alter a wagon or to provide special fitting or packing for the safe carriage of goods, the forwarding Railway may, at its option require such charges as may be incurred in making the alteration or providing the fitting or packing and in restoring the wagon to its original state, to be paid by senders. Where such payment is required it must be made before despatch of the goods.

**168. Supply of lashings for securing loads.-** When ropes of lashings are required to secure a load, the cost thereof may, at the option of the forwarding Railways, be recovered from the sender. Where such payment is required it must be made before despatch of the goods.

**169. Loading of firewood and timber in open wagons.-**

(A) Loading in open wagons other than BRH, BFR and BFT type wagons.

(1) Whenever firewood or timber is loaded in open wagons, it should be so loaded that no piece can work loose and fall from the wagon on to the running lines or overhang the sides of the wagon.

(2) Sufficient number of uprights of the following specifications should be provided-

**(a) Thickness-**

(i) Not less than 127.0 mm diametre for round timber

(ii) Not less than 76.2 mm diametre for firewood rafters, etc.

GENERAL — *Contd.*

(b) **Height—**

The uprights should be at least 1.2 metre long and should project at least 76.2 mm.above the level of the load.

(c) **Spacing-** The uprights should be spaced at distances of not more than 1 metre from one another.

(3) The maximum height of the load must not exceed 3.5052m. from the rail level on B.G., 3.2004m. on M.G. and 2.5908m. on N.G. The entire load should be properly secured by the consigner with ropes, lashing wire or chains.

**(B) Loading in BRH,BFR and BFT type wagons.**

(1) Whenever timber is loaded in BRH,BFT and BFR wagons, it should be ensured that the wagons have full complement of stanchions, lashing chains couplings, etc.

(2) Loading should be done in such a way that minimum of two stanchions are covered by the logs which should also be adequately secured by a minimum number of 3 lashing chains. Care should be taken not to load the logs at the sides at a height higher than the stanchions. The log loading should conform to the overall loading dimensions laid down.

(3) Timber logs of length less than 4.5 metre on B.G. and 4 metres on the M.G. should be loaded in BRH, BFT and BFR wagons.

**170. Measurement of timber.-** To ascertain the cubical contents of timber the following instructions should be followed:-

*(1) For round timber.-* Take the girth of a log in decimetres at the two ends and at the centre and add them together divide the total by 3 to get the mean girth of the log. Square the mean girth thus found multiply it by the length of the log divide the result by 12 and 1/2, the product will be the cubical contents of the log, fractions of half a cubic decimetre and over being taken as one cubic decimetre and fractions under half a cubic decimetre being omitted.

*Example:-* If a log measures 6 decimetres at one end, 8 decimetres in the centre and 10 decimetres at the other end and the length 16 decimetres, the cubical contents should be calculated as follows:-

Add the three measurements at the ends and centre together-6+8+10=24

Divide this by 3 i.e., 24 + 3 = 8 decimetres, the mean girth.

Then square 8 and multiply that figure by 16, the length of the log i.e., 8 x 8 x 16 and divide the product by 12 and 1\2 which will give 81.812 cubic decimetres or 82 cubic decimetres, the required contents of the log.

*(2) For square timber.-* Multiply the mean breadth in decimetres by the mean thickness in decimetres and this product by the length in decimetres and the result will be cubical contents incubical decimetres.

*Example:-* If the length of a log or a piece of timber be 19.6 decimetres, its breadth 2.6 decimetres and its thickness 1.5 decimetres, proceed as follows:-

19.6 x 2.6 x 1.5=76.44 cubic decimetres.

or 76 cubic decimetres, the required contents of the log.

*(3) Weight of long timber.-* Long timber requiring two or more wagons for its conveyance will be charged on weight ascertained by measurement at the equivalents given below, subject to a minimum of 60 quintals per Broad gauge wagon, 45 quintals per Metre Gauge wagon and 35 quintals per Narrow Gauge wagon used.

*(4) Equivalent weight per cubic capacity.-* When facilities for weighment of timber are not available, the measurement, as arrived at above shall be converted into weight on following basis:-

Asna and sal. .. 1.15 Kilograms per cubic decimetre.

All other timber .. 0.82 Kilogram per cubic decimetre.

GENERAL — *Contd.*

**171. Charges for guard or dummy wagons.-** When it is necessary at the forwarding station to attach a wagon as a guard or dummy, such a wagon will be charged at the rate of Rs. 5.80 per Km. per wagon irrespective of whether the wagon is B.G., M.G., or N.G. wagon subject to a minimum charge of Rs. 904 per wagon irrespective of the weight or description of the consignment carried in loaded wagon. When six-wheeler or bogie wagons are used, charges at double these rates will be leviable.

No supplementary charge will be leviable in addition.

*Note-* (a) Charges for dummy wagons will not be leviable when dummy wagons are attached to:-

(i) POL and LPG bulk loads (trains);

(ii) Liquid Ammonia traffic in bulk loads (trains);

(iii) Food grains and Chemical Manures in rakes of BOX Wagons covered by tarpaulins and hauled by Steam engines.

(b) When it is necessary to provide dummy wagons at the time of placement or removal of LPG Tank wagons, POL Tank wagons and Liquid Ammonia Tank wagons, no dummy wagon charges will be levied.

**172. Exhibitions and shows.-(1)** The rates for goods in any one package and for cattle, horses and other animals sent only to such exhibitions and shows as are approved by the Civil Authorities of the State Government or approved or sponsored by the Central Government are as follows:-

(a) On the forward journey full tariff rates, subject in all cases to ordinary tariff conditions.

(b) On the return journey,free,provided the following conditions are fulfilled:-

(i) the goods or animals must have been unsold;

(ii) they will be consigned to the station from which originally despatched and by the same route;

(iii) they will be carried at Owner's Risk;

(iv) the form of certificate printed as Appendix 1/7,must be obtained at the time of original despatch and must be tendered, filled up and signed, when making application for the concession on the return journey.

(v) this concession will be available for the despatch of exhibits from 30 days before the opening of the show or exhibitions and exhibits must be tendered for despatch within 15 days of the close of the show or exhibition.

(2) The exhibitions and shows to which this concession applies will be notified from time to time by Railways in their Rate Circulars.

**173. Stores belonging to the Indian Red Cross Society.-When booked to or from-**

(1) The Headquarters (Delhi) of the Indian Red Cross Society;

(2) The Red Cross Centres or Depots at Bangalor, Bombay, Calcutta, Dehradun, Madras, New Delhi and Secunderabad;

(3) Special Red Cross Depots approved of by the General Secretary, Indian Railway Conference Association;

will be carried free at Owner's Risk by goods train on production of a certificate in a prescribed form duly signed by any of the following Officers:-

(a) Secretary, Indian Red Cross Society.

(b) The Officer-in-charge or Superintendent, Red Cross Centres or Depots at Bangalore, Bombay, Calcutta, Dehradun, Madras, New Delhi and Secunderabad.

(c) The Red Cross Representatives of the Depots referred to in item (3) above.

**Conditions**

(1) This concession will apply only to one movement of such consignments.

(2) No claim for any loss or damage to articles carried under this arrangement will be entertained unless it is clearly proved that the loss or damage took place due to wilful negligence on the part of the Railway.

The form of certificate to be produced is printed in Appendix 1/8.

GENERAL — *Contd.*

**174. Relief goods sent by the New Zealand Council of Organisation for Relief Service Overseas.**—Consumable goods sent by the New Zealand Council of Organization for Relief Service Overseas to Welfare Organization in India will be carried free when tendered for despatch from the Port of landing to the place where required subject to the following conditions:-

(1) that the consignee is either a Ministry of the Government of India or Department of a State Government or an Officer by designation nominated by them;

(2) that the Ministries and the State Governments concerned agree not to put in a claim for loss or damage of articles carried free under those agreements.

**175. Consignments of multipurpose food booked by the Meals for Millions Association of India and multipurpose food manufactured by Messrs. Chandra Corporation, Coimbatore.**—The following consignments will be carried free by goods train on production of a certificate duly signed by or on behalf of the Secretary of the Meals for Millions Association of India, subject to the following conditions:-

(1) Consignments of multipurpose food booked by the Meals for Millions Association of India from any Port at which gift consignments are received or from any other station to any of branch organizations of the meals for Millions Association of India or Hospitals or Sanatoria in India.

(2) Multipurpose food manufactured by Messrs. Chandra Corporation, Coimbatore, when booked by Messrs. Chandra Corporation for free distribution to the recognized educational institutions in Tamil Nadu State for their midday meal programme.

**Conditions**

(1) The concession will apply only to one movement of such consignments.

(2) No claim for any loss of, or damage to articles carried under this arrangement will be entertained, unless it is clearly proved that the loss or damage took place due to wilful negligence on the part of the Railway.

The form of certificate is printed as Appendix 1/9.

The certificate should be attached to the Invoices and submitted to the Accounts Office.

**176. Description of rates.**- (1) Rates fall into three divisions—

(a) Class rates.

(b) Station-to-station rates.

(c) Lumpsum Rate

*(2) Class rates-* (a) All commodities are grouped into classes both for "Smalls" and "Wagon load" in the General Classification of Goods appearing in Chapter I of Goods Tariff, Part I (Volume II) for the purpose of arriving at the rate to be charged when no station-to-station rate/lumpsum rate is quoted.

"Class rate" means a rate fixed according to the class given to a commodity in the general classification of the Goods.

(b) The "Class rates" for the different classes and different distances will be those notified in the corresponding columns in the Goods Rate Tables published in Goods Tariff, Part II issued by the General Secretary, Indian Railway Conference Association, with the sanction of the Central Government.

(c) The method of ascertaining the "Class rate" for a particular commodity is explained in Rule 179.

(d) Where the name particular of a commodity as described does not appear under any of the entries in the General classification of Goods given in Chapter I of Goods Tariff, Part I (Volume II) reference should be made to chapter II of Goods Tariff, Part I (Volume II) showing the synonyms, trade, proprietary and local names of commodities, to determine the appropriate head under which it is chargeable in the General Classification.

(e) Class rates are to be applied over the following Railways on a continuous distance basis in both local and through booking:-

**GENERAL — *Contd.***

| | |
|---|---|
| Central | Northeast Frontier (except D. H.. Section) |
| Eastern | South Central |
| Northern | Southern |
| North Eastern | South Eastern |
| | Western |

Over the other Railways, the rates to be charged will be as notified by the individual Railway concerned.

*(3) (A) Station-to-station rates.*—(a) "Station-to-station" rate means a special reduced rate applicable to a specific commodity booked from one specified station to another specified station.

(b) Station to station rates may be quoted from and to stations on the same Railway or from a station on one Railway to a station on another Railway.

(B) Lumpsum rate means the rate mutually agreed upon between the Railway Administration and a consignor for the carriage of goods and for any service in relation to such carriage.

(4) (a) A surcharge of 20 percent of freight will be levied on all "smalls" consignments weighing less than 10 quintals. In the case of Military traffic booked at contract rates, however, this surcharge will be leviable on consignments weighing less than 3 quintals 74 kilograms.

The surcharge will be levied on the total freight, fraction of freight of less than 50 paise being dropped and 50 paise and above being reckoned as one rupee for this purpose.

The freight charge (including the surcharge) for a lesser weight shall not exceed the freight charges for 10 quintals in the case of public traffic and 4 quintals in the case of military traffic booked at contract rates.

(b) No surcharge will be levied in respect of the following:-

(i) Charges for ancillary services, such as Town Booking Offices, Out-Agencies, etc.

(ii) Percentage charge on excess value.

(iii) Local charge leviable over the Port or Harbour Railways.

(iv) Siding charge when "Smalls" are permitted to be dealt with.

(v) Wharfage.

(c) The minimum charge laid down in Rule 193(2) is inclusive of the surcharge e.g. if the actual freight plus 20 percent surcharge is less than Rs. 50/- only, Rs.50/- only should be charged, where the freight is Rs. 50/- a surcharge of Rs.10/- will be added to it and the total freight leviable will be Rs.60/-.

**177. Risk at which class rates apply.**-All class rates apply at Railway Risk except where the symbol 'O.R.'.is attached to the class rates for any commodity in the General Classification of Goods appearing in Chapter I of Goods Tariff, Part I (Volume II) in which cases the class rates apply at Owner's Risk. If commodities to which the symbol "O.R." is attached are offered for booking at Railway Risk, the freight charges to be levied are 20 per cent higher than the charges leviable at Owner's Risk; the latter charges, for this purpose, are not to be rounded off.

[See Example 3 under Rule 179(2) (a)]

**178. Rate circular.**- (1) In the case of those Railways over which telescopic class rates on a continuous distance basis do not apply, the chargeable rates are given in the Rate circular which will show the rate per quintal.

(2) All station-to-station rates are shown in station-to-station Rate Circulars.

(3) Class rates, station-to-station rates and rates quoted in Rate circular do not include charges for extra services the Railway may require to perform in special cases.

**179. Method of ascertaining a through rate.**- (1) To ascertain the rate chargeable, reference must first be made to the list of station-to-station Rates to see if a station-to-station rate is quoted. If so, that is the rate chargeable, provided the conditions attached thereto are complied with. Except where otherwise specially provided in through booking with foreign Railways where through station-to-station rates are quoted over more one Railway, the proportion of each or any Railway cannot be taken separately or in conjunction with other rates. The through rate can only be taken as a whole.

GENERAL — *Contd.*

(2) (a) When no station-to-station rate is found, or the conditions attached to the station-to-station rate are not complied with, reference must be made to Chapter I of Goods Tariff, Part I (VolumeII) to ascertain the class under which the commodity is classified.

The rate to be charged for a particular class at a particular distance is the rate shown under that class in the Goods Rate Tables published in I.R.C.A. Goods Tariff, Part II for that distance, e.g.—

(The Examples given below are based on Goods Rate Tables published in I.R.C.A. Goods Tariff, Part II).

*Example* (1)- Rate for Wheat (as Grain and pulses-Divisions"B") wagon loads from station "A" (B.G.) to Station "B" (B.G.)-

| | |
|---|---|
| Distance | 1,366 kilometres |
| Classification for Grain and pulses-Division B in wagon loads as shown in Chapter I of Goods Tariff, Part I (Volume II) | 85 |
| Rate at class 85 for 1,366 kilometres as per I.R.C.A.Goods Tariff, Part II | Rs.28.97 per quintal |
| This rate will apply subject to the conditions | W/CC; R.R; L. |

*Example* (2)— Rate for Cigarettes in "Smalis" weighing 2 quintals from Station "A" to Station "B".

| | |
|---|---|
| Distance | 890 kilometres |
| Classification for Cigarettes in "Smalis" as shown in Chapter I of I.R.C.A. Goods Tariff, Part I (Vol.II) | 210 |
| Rate inclusive of 20 per cent surcharge at Class 210 for 890 kilometres as per I.R.C.A. Goods Tariff, Part II. | Rs. 75 .20 per quintal. |
| This rate will apply subject to condition R.R. | |

*Example (3).*—Freight charge for one wagon load of firewood weighing 155 quintals at R.R. from Station 'A' (B.G.) to Station 'B' (B.G.).

| | |
|---|---|
| Distance | 514 kilometres. |
| Classification at Owner's Risk for fire-wood in wagon load shown in Chapter I of I.R.C.A. Goods Tariff, Part I (Volume II). | 95 (O.R.). |
| Rate at Class 95 for 514 kilometres as per I.R.C.A. Goods Tariff, Part II | Rs. 18.06 per quintal. |
| Freight for 155 quintals at O.R. | Rs. 18.06 X 155 = Rs. 2799.30 (actual) |
| Freight at R.R.at 20 per cent higher than O.R. freight vide Rule 177. | Rs. $\frac{2799.30 \times 120}{100}$ = Rs. 3359.16 |
| Rounded off to the nearest rupee Vide Rule 190 | Rs. 3359 |
| Rounded of to the next higher rupees vide Rule 191 | Rs. 3359 |

GENERAL — *Contd.*

*Example* (4). Freight charge for 2 quintals of Gingelly seeds from Station 'A' to Station'B'.

| | |
|---|---|
| Distance | 270 kilometres. |
| Classification for Gingelly seeds (as Oil seeds, N.O.C.) in "Smalls" as shown in Chapter I of I.R.C.A. Goods Tariff, Part I (Volume II). | 150 B |
| Rate inclusive of 20 per cent surcharge at Class 150B for 270 kilometres as per I.R.C.A. Goods Tariff, Part II | Rs. 15.10 per quintals. |
| Freight charge at Rs.15.10 per quintal for 2 quintals. | Rs. 30.20 |
| Rounded off to the nearest 10 paise | Rs. 30.20 |
| Rounded off to the next higher rupee vide Rule 191 | Rs. 31.00 |
| Minimum charge | Rs. 50.00 |

This freight charge will apply at Railway Risk.

*Example* (5). Freight charge for 12 quintal of Piece-goods cotton etc. press-packed etc. from Station 'A' to Station'B'.

| | |
|---|---|
| Distance | 723 kilometres |
| Classification for Piece-goods cotton, etc. press-packed etc. in "Smalls" as shown in Chapter I of I.R.C.A. Goods Tariff, Part I (Volume II). | 210 |
| Rate at class 210 for 723 kilometres as per I.R.C.A. Goods Tariff, Part II. | Rs. 52.18 per quintal |
| Freight charge at Rs. 52.18 per quintal for 12 quintals | Rs. 626.16 |
| Rounded off to the nearest 10 paise | Rs. 626.20 |
| Rounded off to the next higher rupee vide Rule 191 | Rs. 627 |

This freight charge will apply at Railway Risk

*Note:* Surcharge of 20 per cent under Rule 176 (4) (a) is not leviable as the weight exceeds 10 quintals.

*Example (6)*— Rate for Cement from station A (B.G.) to station B (B.G.) as train loads—

| | |
|---|---|
| Distance | 1834 kilometres. |
| Classification of cement in train load as shown in chapter I of Goods Tariff, Part I (Vol. II). | 140 |
| Rate at class 140 for 1834 Kilometres as per I.R.C.A. Goods Tariff, Part II. | Rs. 76.99 per quintal. |

This rate will apply subject to train load 1400 tonnes; RR; L

(b) Distance tables showing the distances between any two stations including junctions with other Railways, are published by the respective Railways.

(c) In the case of those Railways over which class rates apply on a continuous distance basis, the rates for the aggregate chargeable distance over such Railways should be ascertained from the distance and rate tables.

(d) In the case of those Railways over which rates on a continuous distance basis do not apply, the rates for the distance over these Railways should be ascertained by reference to these Railways' Rate List separately and added to the rate over the Railways on which rates apply on a continuous distance.

GENERAL — *Contd.*

**179-A Special charge on liquids in bulk.—**

On traffic in liquids in bulk involving break-of-gauge transhipment, and for movements through dumps, a special charge of Re. 0.70 paise per quintal will be leviable.

**180. Liquids in bulk involving transhipment.**— Traffic in liquids in bulk involving transhipment will not be accepted for despatch except under special arrangement.

**181. Unclassified goods.**— Commodities not specified in Goods Tariff, Part I (VolumeII) are chargeable at class 300X.

**182. Packing, pressing and weight conditions of the forwarding Railway applying throughout to destination.—**

(1) In through booking, conditions relating to packing, pressing and measurement and to the pre-payment of freight as in force on the forwarding Railway will apply through to destination.

(2) The forwarding Railway is responsible to see that their packing, pressing and measurement conditions are complied with.

(3) If the forwarding Railway does not require the freight to be pre-paid, whatever the rule in force over other carrying Railways, consignments, may be booked "To-pay" or "Paid" at the choice of the sender.

(4) When a C.C. or 'W' condition is applicable on the forwarding Railway, that minimum weight condition applies through to destination.

(5) The standard 'W' conditions applicable to traffic carried in wagon loads are either shown in Chapter I of Goods Tariff, Part I (Volume II) under the column "Conditions under which wagon load rates apply" or are attached to "Station-to-station rates" when traffic is charged at such rates.

(6) Over Railways that notify exceptions to the "W" conditions appearing in Chapter I of Goods Tariff, Part I (Volume II) the minimum condition (as also rate for charge) as notified by such Railways will apply.

(7) Where the forwarding Railway does not have any minimum weight condition, the minimum weight condition of the nearest Railway which has one will apply subject to the procedure laid down above.

(8) The 'W' condition, if any, attached to rates for movement in wagon loads or Station-to-station rates — applicable from the stations serving Out-Agencies of Junctions with Steamer Services having through booking arrangements with Railways should be treated as a 'C' condition in the case of traffic booked from Out-Agencies or from steamer Service stations. The 'C.C.' condition where notified will in such cases, be treated as C/205 B.G.,C/130 M.G. and C/110 N.G. This does not, however, apply in the case of traffic booked to Out-Agencies or to stations, on Steamer Services, in which case the 'W' or 'C.C.' condition, as notified, will apply over the Railway portion.

*[The paragraphs (6) and (7) are only applicable to Railways that have not adopted the I.R.C.A. telescopic rates on continuous distance].*

*Note:* The procedure detailed above applies also to coal, coke and patent fuel.

**183. Differential Rule.**— (1) Weight-Except where otherwise specially provided, when goods of the same description and booked from the same station to the same destination are charged at different rates according to weight, the charge for the lesser weight shall not exceed the charge for the greater weight.

*(2) Distance*— Provided it be specially notified that the Differentential Rule as to distance applies when goods of the same description and booked in the same direction, are charged at different rates according to distance, the charge for the lesser distance shall not exceed the charge for the greater distance.

**184. Through wagon rates**— Traffic, involving transhipment, charged at wagon rates or wagon kilometre rates should be accepted for carriage only in such ratios of wagon loads of different gauges as may be mutually agreed upon between the Railways concerned.

## GENERAL — *Contd.*

**185. Fractions of a quintal.**— (1) In respect of traffic for which wagon load/train load rates apply any fraction of 50 kilograms and above in the total chargeable weight per wagon shall be rounded off to the next higher quintal and fractions of less than 50 kilograms shall be dropped.

In cases where consignments are clubbed to avail the wagon load rate, the actual weights of every such consignment will also be rounded off individually in the same manner and charges levied accordingly.

(2) In respect of traffic in "Smalls" fractions of a quintal are charged as under subject to the minimum weight for charge vide Rule 192—

| | |
|---|---|
| Any weight upto 10 kilograms | as1/10th quintal. |
| Any weight above 10 kilograms and upto 20 kilograms. | as 2/10th quintal. |
| Any weight above 20 kilograms and upto 30 kilograms | as 3/10th quintal. |
| Any weight above 30 kilograms and upto 40 kilograms. | as 4/10th quintal. |
| Any weight above 40 kilograms and upto 50 kilograms | as 5/10th quintal. |
| Any weight above 50 kilograms and upto 60 kilograms | as 6/10th quintal. |
| Any weight above 60 kilograms and upto 70 kilograms | as 7/10th quintal. |
| Any weight above 70 kilograms and upto 80 kilograms | as 8/10th quintal. |
| Any weight above 80 kilograms and upto 90 kilograms | as 9/10th quintal. |
| Any weight above 90 kilograms and upto 100 kilograms | as one quintal. |

(3) The rules as to fractions apply to each class of goods in each consignment; thus, if a consignment consists of 16 kilograms of goods of Class 150A, 18 kilograms of Class 160 and 19 kilograms of Class 170 each class of goods is charged as for 20 kilograms unless the freight charge on the total weight of the consignment at the higher class of rate applicable be less, in which case the latter will be charged.

**186. Chargeable distances for calculation of rates.**— In calculating rate, for goods traffic, where the rates are on a "per kilometre" basis the rates for charge shall be reckoned, as in the examples given below, in blocks of 5 kilometres upto 250 kilometres, in blocks of 10 kilometres from 251 to 800 kilometres, in blocks of 25 kilometres from 801 to 2400 kilometres and in blocks of 50 kilometres beyond 2,400 kilometres, the rate for each block being the rate applicable to the highest distance of the block.

*Example 1.*— The rate for the block 101-105 kilometres will be the rate for the highest distance of the block, i.e., the rate as for 105 kilometres (the same rate will apply for the block 101-105 kilometres).

*Example 2.* — The rate for the block 501 to 510 kilometres will be the rate for the highest distance of the block,i.e., the rate as for 510 kilometres (the same rate will apply for the block 501 to 510 kilometres).

*Examples 3.*— The rate for the block 2001 to 2025 kilometres will be the rate for the highest distance of the block, i.e., the rate as for 2025 kilometres (the same rate will apply for the block 2001 to 2025 kilometres).

**187. Fraction of a kilometre.**— In calculating distances for charge any fraction of a kilometre is taken as one kilometre.

**188. Fraction of a paise.**— In calculating rates per quintal half-a-paise and above are taken as one paise and fractions below half-a-paise are dropped. This adjustment will, in the case of rates chargeable on the through distance, be made in the total rate and in the case of rates chargeable on local distance, in each Railway's proportion.

**189. Rounding off of freight charges.**— In calculating freight charges, fractions of 10 paise which are less than 5 paise will be dropped and fractions of 5 paise and above will be rounded off to 10 paise. This adjustment will, in the case of rates chargeable on the through distance be made in the total freight and in the case of rates chargeable on local distances, in each Railway's proportion.

**GENERAL — *Contd.***

When the consignment consists of goods chargeable to different rates, this rule applies to each item charged separately.

**190. Fraction of a rupee — (1)—** In calculating freight charges, fractions of 50 paise and above will be rounded off to the next one rupee and fractions below fifty paise are to be dropped.

(2) (a)- In calculating total freight charges on goods chargeable on wagon kilometre rate, freight charges for each wagon are required to be rounded off or dropped in the above said manner, and when proportionate or other extra charges are to be added to the freight, the rounding off is to be made in the freight charges per wagon finally arrived at.

(b)- In the case of rate chargeable on class rates on through distances, the rounding off of the freight charges will be made in the total charges and in the case of rate chargeable separately on the distances over each railway, the rounding off will be made in each railway's proportion.

(3) The following examples illustrate the procedure for rounding off fractions of a rupee in the freight charges:-

*Example*:- Freight charges for a consignment of two four-wheeled B.G. wagon of horned cattle for 600 kilometres:-

| | | |
|---|---|---|
| (i) | At C vner's risk- | |
| | Di ance | 600 kilometres |
| | Rate at class 220-B | Rs.35.38 |
| | Rate per wagon | Rs.35.38x60 |
| | (60 quintals as minimum weight for charges per wagon) - | = Rs.2122.80 |
| | Freight charge for 2 wagons At O.R. | Rs. 2122.80x2 |
| | | =Rs.4245.60 |
| | Rounded off to | =Rs.4246 |
| (ii) | At Railway risk- | |
| | Distance | 600 kilometres |
| | Freight charge for a wagon at O.R. | Rs.2122.80 |
| | Freight charge for a wagon at | |
| | R.R. 20 per cent extra | $\frac{\text{Rs. 2122.80x120}}{100}$ |
| | | =Rs.2547.36 |
| | Freight charge for 2 wagons at R.R. | Rs. 2547.36 x2 |
| | | =Rs.5094.72 |
| | Rounded off to | =Rs.5095.00 |

**191. Rounding off of total charges.—** After adding Supplementary charge and 'other charges' like Out-Agency charge, Port Charges, etc. to the freight charges as rounded of under Rules 189 and 190, the total charges should be rounded off to the next higher rupee i.e., any fraction of a rupee should be reckoned as a whole rupee.

If Supplementary charge or other charges are not leviable the freight charges rounded of under Rules 189 and 190 should still be rounded off to the next higher rupee.

**192. Minimum weight.—** The minimum weight to be despatched by goods train is 10 kilograms but packages of less weight may be despatched when forming part of a consignment of 10 kilograms or more the Railway reserving the right to refuse any articles under 10 kilograms, which may be considered unsuitable to be carried by goods trains. The minimum weight for charge is 100 kilograms.

GENERAL — *Contd.*

*Note.*- The minimum weight for charge in respect of Nitro-Compounds shown under Class 3 in Table 1- "Explosives" of the I.R.C.A. Red Tariff is 100 kilograms.

**193. Minimum distance and charge.**— (1) The minimum distance for charge is 100 kilometres

(a) On Railways on which rates apply on continous distance the minimum distance applies on the through distance, irrespective of the number of Railways involved. On other Railways the minimum distance applies on each Railway separately.

(b) Over the following Sections of Central Railway the minimum distance of 100 kilometres is separately chargeable in booking with Central Railway stations and via:-

Murtajapur-Achalpur

Murtajapur-Yavatmal.

Pulgaon-Arvi.

Pachora-Jamner

Daund-Baramati

(c) The minimum distance for charge will apply also to rule 119, 130, 171 and 414.

(2) Subject to the exceptions given below, the minimum charge for "Smalls" inclusive of all charges is Rs. 50 per consignment [see also Rule 176 (4) (c)]. In through booking, only one minimum is charged which is to be divided between the carrying Railways in the ratio of distances over the Railways involved.

**194. Charges for packages, consignments or wagons containing more than one class of goods.**— (1) A package containing two or more classes of goods is charged on the whole weight at the rate for the highest class of goods which the package contains, subject to one minimum only. Smalls quantities of advertising matter pertaining to the goods or small samples of articles having no saleable value contained in a package with other goods will, however, be charged at the rate applicable to those goods.

(2) When a consignment consists of packages severally containing goods chargeable at the same/or different rates, each group of packages will be charged at the rates applicable to it unless the freight charges on the total weight of the whole consignment calculated at the highest rate applicable be less, in which case the latter will be charged. If minimum charge per consignment be applicable, it will be applied once only to goods booked under one Railway Receipt.

(3) Goods of different discriptions contained in a wagon chargeable at different lumpsum wagon rates, wagon kilometre rates or quintal rates subject to the same of different minimum weight conditions per wagon, are chargeable at the rate that gives the highest charge when the weights for the different commodities are not available separately.

**195. Treatment and disposal of unclaimed goods.**— (1) Subject to the exception mentioned in clause (6) below unclaimed goods are kept on hand at the station to which booked for a period of not less than one month during which time the notice prescribed in Section 84 Sub-section 2(b) of the Railways Act 1989 will, if possible, be served upon the person appearing entitled thereto.

(2) If not taken delivery of within a period of not less than month after receipt at the station to which invoiced, unclaimed goods may be sent to the Unclaimed Goods or Loss Property Office and will be dealt with as laid down in clause (7) below.

(3) Unclaimed articles are liable to the wharfage and demurrage charges hereinafter referred to, as well as to all freight and special expenditure incurred by the Railway on account of their custody and disposal.

(4) The storage charged of Rs. 10 per package or article per month or part of a month during which it remains in the possession of the Railway Administration as lost property will be made on all articles received in the Lost Property Office. The month shall be calculated from the date the article is deposited in one month to the previous date in the following month, e.g., from 10th January to 9th February inclusive.

In cases where packages are found at the station, having been left behind by the rail user and are returned to the passenger without being sent to the Lost Property Office. no charge need be recovered and package should be gracefully returned to the passenger without any commercial charge.

GENERAL — *Contd.*

On all consignments sold in auction but not removed by the parties within the free time allowed wharfage charges as in force at the station where the L.P.O. is located, will be leviable.

(5) Where articles such as arms, ammunition, explosives, intoxicating liquors, opium and its preparations and hemp drugs, the sale of which by unlicensed persons is prohibited by law, are left unclaimed in the possession of the Railway, they will be made over to the police or excise authorities for disposal under the laws affecting the article. When not of a dangerous, perishable or offensive character they will, however, be retained in the possession of the Railway for the same period as that prescribed for other unclaimed articles. This rule in so far as it relates to explosives is supplemental to, and not in modification of, the rules made under the Indian Explosives Act.

*Note.* — For explosives and other dangerous goods, see also relevant rules in the I.R.C.A. Red Tariff in force.

(6) Perishable articles unclaimed or not taken delivery of, will be disposed of by sale at owner's risk and expense by the Station master off the station at which they may be lying after the expiry of 24 hours or earlier if they are, or are likely to become offensive.

(7) Public sales by auction will be held from time-to-time of all unclaimed or lost property which has remained in the possession of the Railway for the period mentioned below-

(a) Unclaimed or lost property other than food grains which has remained in the possession of the Railway for over three months.

(b) Unclaimed food grains which have remained in the possession of the Railway for over two months.

(c) At certain specified stations of the Central, Eastern, Northern, Southern and Western Railways, a time limit lower than that laid down above has been prescribed, the particulars of which are notified by the Railways concerned.

At least 7 days previous notice of each auction will be given by advertisement in a newspaper.

(8) Any surplus proceeds arising out of sales of lost property or unclaimed consignments after payment of all charges and expenses due to the Railway will be paid to the person or persons entitled thereto.

**196. Railway's authority to sell perishable goods in the event of interruption of through Communications.**— In the event of perishables being held up due to interruption of traffic on any route and there is no likelihood of its early resumption nor is there any other reasonable route for diverting such perishables, they may be sold by the Railway. Wherever practicable instructions of the owner will be obtained for the disposal of the goods before they are sold.

**197. Wharfage and demurrage.**— The actual wharfage and demurrage rules locally in force on different Railways are published in each Railway's Tariffs and may be ascertained on application at stations.

**198. Supplementary publications.**— The conditions relating to the following commodities are not dealt with in this Tariff but in separate supplementary publications, viz.-

Explosives and other dangerous goods. . . . . Red Tariff

Military Traffic. . . . . Military Tariff

**199. Free carriage of Railway Materials, Stores and Publications, etc.—**

(I) The following will be carried free:-

(a) Articles intended for inspection at the I.R.C.A. Office or the Headquarters of a Railway.

(b) Packages containing I.R.C.A. publications consigned by or to the General Secretary, I.R.C.A.

(c) Packages containing tariffs, time-tables, rate lists etc., consigned one Railway Administration to another.

(d) Packages containing Railway publications intended for sale to the public consigned by any Railway Administration to authorized book stall Agents at stations on other Railways as well as unsold publications returned by book-stall agents to the owning Railways.

(e) Small consignments of Railway materials weighing less than 20 kilograms and special items, such as, official covers, wagon covers and ropes.

(f) Water supplied to staff.

(g) Materials sent for repair of damaged rolling stock and stationary pumps.

GENERAL — *Contd.*

(h) Any material returned to the owning railway by mutual agreement, non-standard wheels and axles returned to the owning Railway and damaged vehicles hauled back to the owning Railway, if returned unloaded.

(i) Articles left behind and sent in completion of consignments.

(j) Articles sent to make good consignments found short or missing.

*(2) Free carriage of tarpaulin, gunny purdhas, ropes and corrugated iron sheets.*— When at consignor's request, open wagons are supplied for the carriage of commodities for which normally covered wagons are used, tarpaulins, gunny purdhas, ropes and corrugated iron sheets, provided by the consignor, may be used for protecting these wagons. Such tarpaulins, gunny purdhas, ropes and corrugated iron sheets when received at destination, may be returned, at the request of the sender to the original booking station, free of charge, by goods train under the following condition:-

The consignor should certify on the Forwarding Note that the tarpaulins, gunny purdhas, ropes and corrugated iron sheets were used to protect open wagons loaded with commodities for which covered wagons should normally have been utilized, but at the request of the consignor open wagons were supplied, quoting relative booking particulars which should be entered on the free invoice.

**199-A. Charges for the transport of consignments by special trains.**— (1) When a special train in run for the transport of a consignment in the cases mentioned in para.2 of this rule, the following charges should be levied:-

(i) Freight charges calculated at the rate of Rs. 742 per kilometre on B.G., M.G. and N.G. subject to a minimum charge of Rs. 74,200.

If the charges calculated at the tariff classification work out higher than the charges at the rate of Rs.742 per kilometre, the former will be leviable.

There will be no separate charge for empty haulage of wagons between unloading and loading points.

No supplementary charge will be leviable in addition.

Note:- In computing the charges for special trains at the tariff classification, charges for dummy wagon, also should be taken into account and charges realised accordingly, if such charges work out higher than the special rate referred to above. No special charges for dummy wagons are, however, leviable where charges are levied at the special rate on train kilometre basis.

(ii) Infringement charges at the rate notified in the Goods Tariff from time-to-time if the consignment is over-sized.

(iii) Percentage charge on value where leviable.

(iv) Charges for the passenger coach, if any, provided for accommodating the staff of the party at the normal fare on the carrying capacity of the coach.

(v) An amount of Rs.100 per person per day or part of a day for R.P.F. staff escorting the train at the request of the party.

(vi) When empty wagon of the consigner has to be brought by a special train from its base station to loading station or taken back from unloading station to its base station, half of the rate indicated in item (i) above will be levied for the distance not covered by the journey between loading and unloading stations.

(2) The charges mentioned in para(1) above will be leviable in the case of the following movements:-

(i) For the transport of a consignment in a well wagon of 132 tonnes capacity and above owned by the Railways.

(ii) For transport of consignments in a special type of wagon owned by outside parties which cannot be hauled by ordinary goods trains.

(iii) For transport of special type of empty rolling stock owned by private parties which cannot be hauled by ordinary goods trains.

GENERAL — *Contd.*

**199-B. Charges for traffic booked from one siding to another siding in the same station area.**— The freight charges for movement of traffic in wagon load from one siding to another siding in the same station area shall be at class 100 for the minimum distance inforce on the average loadability of 24 tonnes for B.G. 4-wheeled wagon and 19 tonnes for M.G. 4-wheeled wagon. These charges are also subject to the levy of supplementary charges in force from time to time. Siding charges at either end are also leviable in addition to the above charges.

**199-C. Charges for haulage of empty wagons on private account**— The following charges will be leviable for the haulage of empty wagons on their own wheels on private account:-

| | | | |
|---|---|---|---|
| (i) | Wagon hauled by scheduled goods train | .... | Rs.9.70 per 4-wheeled wagon per Km. subject to a minimum charge for 100 Kms. irrespective of whether the wagon is B.G., M.G. or N.G. |
| (ii) | When hauled by special train. | .... | Rs. 371 per km. subject to a minimum of Rs.37,100 per train for all gauges. |

If the charges at the rates of Rs.9.70 per Km. for the actual number of wagons hauled by a special train work out higher than the charges at the rates indicated in item (ii) above, the former would be leviable.

No supplementary charge will be leviable in addition.

The above rates will also apply to Railway wagons given on hire to outside parties for carrying out alterations to suit loading of their over dimensional consignments.

**199-D. Haulage charges for engines hauled on private account and haulage charges for engines loaned to outside parties.**— The haulage charges for the movement of engines on private account are as under—

| | | | |
|---|---|---|---|
| (i) | For engines owned by.. or loaned to private parties, when hauled by scheduled goods trains. | .. | Rs. 29.30 per engine per Km. subject to a minimum charge of Rs. 2930 per engine per trip. |
| (ii) | For engines owned by or loaned to private parties when hauled separately. | .. | Rs. 58.60 per engine per Km. subject to a minimum charge of Rs. 5860 per engine per trip. |
| (iii) | For engines owned by or loaned to private parties when worked by their own power (including crew). | .. | Rs. 29.30 per engine per Km. subject to a minimum charge of Rs. 2930 per engine per trip. |

Siding charges, if any, are to be levied in addition.

The minimum charges mentioned above are for every single journey and not for one round trip i.e., the minimum charges will be leviable for separately outward and return journey of the locomotives.

**199-E. Prepayment of freight:**— Prepayment of freight is compulsory for all description of goods traffic offered for booking as "Smalls" For goods traffic or which prepayment of freight is not compulsory when offered in train-load or wagon-load, option will be available to the consignor to book on freight "to-pay" basis on payment of a surcharge of 5% on the total freight by the consignee at the destination.

The option to book on to-pay basis on payment of 5% surcharge will not be available to explosives, dangerous goods, offensive goods and for commodities subject to compulsory prepayment of freight condition whether offered in train-load or wagon-load.

# APPENDIX I/1

*(See Rule 136)*

## ESCORTS FOR MOTOR VEHICLES BY GOODS TRAIN

## INDEMNITY NOTE

Space for Stamp

In consideration of my Agents and/or servants namely .....and .....being granted permission to travel from.....to ..... in a wagon on the goods train concerned of the ..... Railways escorting..... booked by ..... train in an open type wagon from.....to ..... I do hereby undertake and agree that the *President of India, his Agents and servants / † ..... Railway Administration, its Agents and servants shall be free from all responsibility for any delay or detention or for any injury or loss to my aforementioned Agents and/or servants or any one of them, or to any property of whatsoever kind accompanying them or any of them, however, occasioned during the journey for which the permission is granted or whilst they or any one of them or the aforesaid property of any party thereof is within the limits of any of the Railways concerned.I do hereby further undertake to indemnify the *President of India, his Agents and servants a gainst and / †. . . . . .Railway Administration its Agents and servants against and loss or destruction of, or damage to any property of any of the Railways concerned, that may be caused through any act or omission on the part of my aforesaid Agent and/or servants or of any one of them while so travelling in an open wagon on any goods train on any of the Railways concerned. I also hereby undertaken that my aforesaid Agents and/or servants or any one of them shall not interfere with or obstruct the Guard in question in the performance of his duties and shall also obey all reasonable directions which the Guard in question may give them; and shall further be subject to the byc-laws and other general rules and regulations for the time being in force on the Railway concerned or on any one of them.

Witness—

1. . . . . Date . . . . . .

2. . . . . .

Name . . . . . .

Designation . . . . . .

Address . . . . . .

* 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.

Note:- In the case of traffic carried on a Government Railway and a non-Government Railway two separate Indemnity Notes one in favour of the President of India and another in favour of the Non-Government Railway Administration will be obtained.

# APPENDIX 1/2

*[See Rule 149 and 150]*

## FORM 1

## FORM OF INDEMNITY NOTE

Size : 1/4th foolscape or 17 cm. X 21.59 cm.

Colour of paper : white

..... Railway.

Space for Stamp

## INDEMNITY NOTE

**I/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 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

†..... 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 bonafide owner of the goods; and that **I/We undertake the whole of the said liability equally with the consignee, and for this purpose **I/We affix **my/our signature hereto.

Signature of Witness. . . . . .
Father's Name. . . . . .
Age. . . . . .
Profession. . . . . .
Residence. . . . . .

Signature of consignee. . . . . .
Father's Name. . . . . .
Age. . . . . .
Profession. . . . . .
Residence. . . . . .
. . . . . .
Designation and Seal of the Co./Firm
. . . . . .
Registered Office/Place of business

Signature of Witness. . . . . .
Father's Name. . . . . .
Age. . . . . .
Profession. . . . . .
Residence. . . . . .

Signature of Surety . . . . . .
**Father's Name . . . . . .
Age. . . . . .
Profession. . . . . .
Residence. . . . . .
. . . . . .
Designation and Seal of the Co./Firm
. . . . . .
Registered Office/Place of business

Executed in my presence.

Station Stamp

. . . . . .
Station Master

Date. . . . . .19

* 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 Articles 5 of Schedule I of Indian Stamp Act II of 1899 and therefore, chargeable with stamp duty irrespective of the value of the goods.

# APPENDIX 1/2

*[See Rule 149 and 150]*

## FORM 1-A

## FORM OF INDEMNITY NOTE

. . . . . RAILWAY

### INDEMNITY NOTE

**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 † . . . . . 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 bonafide 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. . . . . .
Father's Name. . . . . .
Age. . . . . .
Profession. . . . . .
Residence. . . . . .

Signature of consignor. . . . . .
Father's Name. . . . . .
Age. . . . . .
Profession. . . . . .
Residence. . . . . .
. . . . . .
Designation and Seal of the Co./Firm
. . . . . .
Registered Office/Place of business

Signature of Witness. . . . . .
Father's Name. . . . . .
Age. . . . . .
Profession. . . . . .
Residence. . . . . .

Signature of surety. . . . . .
Father's Name. . . . . .
Age. . . . . .
Profession. . . . . .
Residence. . . . . .
. . . . . .
Designation and Seal of the Company/Firm

Executed in my presence.

Station Stamp

Station Master

of forwarding, station

Date. . . . . 19

I hereby endorse this note in favour of. . . . . whose address is. . . . . whom I hereby authorise, to these delivery of the consignments booked by me as self/as value payable on my behalf.

Signature of sender.....

Date.....19

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* 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) Article 5 of Scheddule I of Indian Stamp Act II of 1899 and therefore, chargeable with a stamp duty irrespective of the value of the goods.

# APPENDIX 1/2

*[See Rule 149 and 150]*

## FORM 1-B

## FORM OF INDEMNITY NOTE

. . . . . **RAILWAY**

### INDEMNITY NOTE

**I/We hereby acknowledge to have received from. . . . . Railway.....valued at Rs. . . . . .which was despatched by. . . . . from . . . . . .station of the . . . . . Railway on or abour the . . . . . day of . . . . . and booked to self/as value payable, the Railway Receipt for which has been . . . . . and ** for myself, my heirs, executiors 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 . . . . . † 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, 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 counter signed by the Station Master of the Forwarding Station which has been duly endorsed by the Consignor in my favour authorising me to take 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 bonafide owner of the, of goods and **I/We under-take the whole or the said liability equally with the signor and for this purpose **I/We affix our signatures hereby.

Signature of Witness. . . . . .

Father's Name. . . . . .

Age. . . . . .

Profession. . . . . .

Residence. . . . . .

Signature of consignor. . . . . .

**Father's Name. . . . . .

Age. . . . . .

Profession. . . . . .

Residence. . . . . .

. . . . . .

Designation and Seal of the co./Firm

. . . . . .

Registered Office/Place of business

contd.....

Signature of Witness. . . . . .

Father's Name. . . . . .

Age. . . . . .

Profession. . . . . .

Residence. . . . . .

Signature of Surety. . . . . .

**Father's Name. . . . . .

Age. . . . . .

Profession. . . . . .

Residence. . . . . .

. . . . . .

Designation and Seal of the Company/Firm

. . . . . .

Registered Office/Place of business

---

Executed in my presence.

Station Stamp

---

Station Master.

Date. . . . . 19

Signature of the person

authorised by the sender to take delivery. . . . . .

---

* 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 II of 1899 and therefore, chargeable with a stamp duty irrespective of the value of the goods.

# APPENDIX 1/3

*[See Rule 149 and 150]*

## FORM II

## GENERAL INDEMNITY NOTE

*(For use of other than Government Departments)*

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 "the Principal Obligor") herein, or to his agent or servant 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 Principal Obligor that arrive at . . . . . and 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 alongwith 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 parcels 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 the 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 date 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 there of.

contd. .....

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)

Accepted on . . . . . .

Designation of Officer for and on behalf of

the President of India in the presence of

Signed by the Surety

(within mentioned)

In the Presence of

1 . . . . . .

2.. . . . . .

*Words in brackets to be struck out when the surety is a judicial person.

# APPENDIX 1/4

*[See Rule 149 and 150]*

## FORM III

## GENERAL INDEMNITY NOTE

*(For use by State Governments)*

In consideration of the President of India (herein after 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—

. . . . . .

# APPENDIX 1/5

*[See Rule 149 and 150]*

## FORM IV

## 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 at . . . . . specifically consigned to . . . . . .without production of the Railway Receipts or when such railway receipts are not properly endorsed to. . . . . hereby agree to hold the . . . . . Railway and all other Administrations working in connection herewith and also all other Transport Agents or carriers employed by them respectively over whose Railways or by or 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 or proper endorsement or endorsements on the same. The . . . . . also undertakes 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 occuring in the personnal from time to time.

Signature of. . . . . .

. . . . . .

. . . . . .

. . . . . Government.

Signature of witness

1. . . . . .

2. . . . . .

# APPENDIX 1/6

*(See Rule 154)*

## CONTRABAND GOODS

Within the areas specified in the first column of the sub-joined table the arms, ammunition and military stores described in second column are excluded from the operation of such prohibitions and directions contained in the Indian Arms Act as are indicated in the third column.

Note.-The stations situated in the districts bordering on the external land frontier of India referred to in the first column of the table, are noted in the Alphabetical List of Railway Stations printed and issued as a separate publication.

**TABLE**

| Area | Arms, ammunition or military stores | Prohibitions and directions |
|---|---|---|
| 1. The whole of India except the State of Punjab and Union Territory of Delhi. | All arms except—<br>(a) Cannon other than of the kind specified in head (i) of entry 2,<br>(b) fire-arms,<br>(c) air-guns and air-pistols other than of the kind specified in head (iii) of entry 2,<br>(d) articles designed for torpedo service,<br>(e) war-rockets,<br>(f) machinery for the manufacture of arms, and<br>(g) appliances, the object of which is the silencing of fire-arms.<br><br>Provided that the exceptions in respect of cannon and fire/arms shall not apply in the case of arms of these classes other than filled or empty grenades which are obsolete and unserviceable and of purely antiquarian value or which are in the possession of a regiment or military mess as trophies or curiosities or otherwise solely for purposes of ornament or display. | All;Provided that the Central Government (or by virtue of delegated powers the State Governments) may by notification in the official gazette retain all or any of the prohibitions and directions contained in the Act in respect of any arms in the case of any class of persons or of any specified area. |
| 2. The whole of India | (i) Toy cannon weighing less than 25.40 Kilograms and having —<br>(a) a calibre of less than 2.54 centimetres.<br>(b) a length of bore of less than 0.61 metre, and<br>(c) the interior of the bore unified. | All. |

| Area | Arms, ammunition or military stores | Prohibitions and directions |
|---|---|---|
| 2. The Whole of India—Contd. | (ii) Sights for rifles imported for the use of or for sale to Officers, Junior commissioned officers, Warrant officers and Petty officers of the Indian Navy, Army or Air Force of the Indian Territorial Army or Non-Commissioned Officers and Soldiers of Indian Army on a written permit from the Officer Commanding the regiment to which they belong. | All : |
| | (iii) Air-guns and air-pistols which satisfy the following test, namely that projectiles discharged from such guns or pistols do not perforatge a target 30.48 centimetres square formed by five strawboards of foolscap size each board being 1.19 millimetres thick and closely held together in frame :<br>Provided that in making and estimating the test the following conditions shall be ovserved, namely:-<br>(a) the gun or pistol shall be held horizontally with the muzzle at a distance of 1.52 metres from the target,<br>(b) the test shall be repeated twenty times for each class of projectile which can be discharged from the gun or pistol, and<br>(c) perforation shall be deemed to be effected in a case where the projectile is a dart, if the point of the dart pierces the back of the target and in any other case if the projectile passes completely through the back of the target. | All : provided that the Central Government (or by virtue of delegated powers the State Governments) may by notification, in the offcial Gazette, retain all or any of the prohibitions and directions contained in the Act in respect of air-pistols or of any class thereof in the case of any class of persons or of any specified area. |
| | (iv) Fuses for blasting (safety otherwise), tubes for firing explosives, detonators and other explosives not being of the 6th (Ammunition) class as defined in Schedule I to the Explosives Rules, 1940. | All: Except those relating to export provided that the Central Government (or by virtue of delegated powers the State Governments) may, by notification in the official Gazette, retain all or any of the prohibitions or directions contained in the Act, in the case of any class of persons or of any specified area. |

| Area | Arms, ammunition or military stores | Prohibitions and directions |
|---|---|---|
| 2. The Whole of India—concld. | (v) The following classes of explosives when intended for bonafide private blasting purposes— | Those contained in Section 14, but the Central Government (or by virtue of delegated powers the State Governments) may, by notification in the official Gazette, at any time, prohibit prossession without a licence, in the case of any class of persons or of any specified area, if they consider it necessary to do so in the interests of public peace. |
| | (a) Cartridges made with gun-powder and not containing their own means of ignition and containing in all not more than 13.61 kilograms of gun powder. | |
| | (b) Precussion caps. | |
| | (vi) Gun-wads and wire cartridges | Those contained in Section 6. |
| | (vii) Arms and ammunition required for and not | All : |
| | viii) Chlorates possessed or sold by bona fide medical practitioners and dispensing chemists in accordance with such conditions as may be prescribed by the Central Government (or by virtue of delegated powers the State Governments. | Those contained in Sections 5 and 14. |
| | (ix) Cartridge cases of arms of one or more than 2.54 centimetres bore. | All. |
| | (x) Kukris possessed or carried by Gurkhas of all classes. | All.: Provided that the Central Government (or by virtue of delegated powers the state Governments) may, by notifications in the official gazette, retain all or any of the prohibitions and directions contained in the Act, in this behalf in respect of all classes or any class or gurkhas, or of any specified area or areas. |
| | (xi) Recapper, decapper and turnover machines | All |
| 3. The State of Punjab and Union Territory of Delhi. | (i) Bows and arrows. | All |
| | (ii) Uniform, swords and dirks or recognized military or official patterns when possessed by or intended to be supplied to persons entitled to wear them as part of their uniforms. | All |
| | (iii) Swords imported for presentations as prizes for members of the regular of auxiliary force. | All. |

| Area | Arms, ammunition or military stores | Prohibitions and directions |
|---|---|---|
| 3. The State of Punjab and Union Terretory of Delhi— Concld. | (iv) Ornamental arms of an obsolete pattern possessing only antiqurian value, masonic swords and theatrical and fancy dress swords; provided that they are virtually useless for offensive and defensive purposes. | All. |
| | (v) Arms other than filled or empty grenades which are in the possession of a regiment or military mess as trophies or curiosities or otherwise solely for purposes of ornament or display. | All. |
| | (vi) Kirpan possessed or carried by sikhs. | All |
| | (vii) Swords of honour possessed or carried by persons or by the heirs of persons to whom they were awarded by the Central Government. | All. |
| 4. The State of Punjab and Union Territory of Himachal Pradesh. | (i) Swords other than swords-stick. The term "swords-stick" includes any pointed or bladed weapon sheathed in such a manner that its real nature may be presumed to be intended to be disguised. It is immaterial whether the sheath completely disguises the presence of the blade or not. | All: With the exception of those contained in Section 5; provided that the Central Government (or by virtue of delegated powers the State Governments) may, by notification in the official gazette retain all or any or the prohibitions and directions contained in the Act in respect of any class of persons or any specified area or areas. |
| | (ii) Spears or Barchhas. | All : Provided that in the State of Punjab the Cental Government (or by virtue of delegated powers the State Government) may, by notification in the official gazette, retain all or any of the prohibitions and directions contained in the Act in respect of any class of persons or any specified area. |
| 5. The whole of India except all districts on the external land forntier of India, and the districts Sibsagar, Lakhimpur and United Miker and North Cachar Hills in Assam. | (i) Lead required in good faith for industrial and manufacturing purposes (other-than the manufacture of bullets and bird-shot) up to any quantity. | All. |
| | (ii) Leaden bullets and bird-shot in quantities not exceeding such limites as the Central Government (or by virtue of delegated powers the State Governments) may fix. | All: |
| | (iii) Saltpetre | All |
| | (iv) Sulphur in quantities not exceeding such limits as the Central Government (or by virtue of delegated powers the State Governments) may fix. | All. |

| Area | Arms, ammunition or military stores | Prohibitions and directions |
|---|---|---|
| 6. All the districts on the external lan frontier of India and the districts of Sibsagar, Lakhimpur and United United Mikir and North Cachar Hills in Assam. | (i) Lead required in good faith for industrial and manufacturing purposes (other than the manufacture of bullets and bird-shot) in quantities not exceeding such limits as the State Governments may fix. | All. |
| | (ii) Leaden bullets and bird-shot in quantities not exceeding such limits as the State Governments may fix. | All: |
| | (iii) Salt petre required for medicinal or gold smiths purposes in quantities not exceeding 4.54 kilograms. | All: |

# APPENDIX 1/7

*(See Rule 172)*

## Certificate to be obtained by Sender of Goods or Animals for Exhibition intending to claim concession for return journey

*To be filled up by forwarding Station Master*

Stamp of Issuing Office

Certified that . . . . . (here enter number, weight and description of goods or particulars of animals) . . . . . have been consigned from . . . . . to . . . . . via . . . . . for the purpose of being exhibited at the . . . . . exhibition/show to be held at . . . . . between (date). . . . . .and have been booked under invoice No. . . . . of . . . . . .

Station. . . . . .

. . . . . .

Station Master.

Date . . . . . .

***To be completed by the Secretary of Exhibition***

Certified that the articles detailed above have been exhibited at the . . . . . exhibition/show and not having been sold are entitled to be carried back to . . . . . (station) from which they were originally despatched, free at Owner's Risk.

The show or exhibition closed on . . . . . and the exhibits herein referred to must be tendered for despatch within 15 days from this date in order to obtain the concession.

. . . . . .

Secretary, Exhibition.

Date. . . . . .

***To be filled up by Station Master at the station from which the return journey is commenced.***

Certified that the above have been booked under invoice No. . . . . of . . . . . .

Station. . . . . .

# APPENDIX 1/8

*(See Rule 173)*

## Concession Certificate for Indian Red Cross Society

Serial No.....

Seal of
Issuing Office

To

The station Master/Goods Clerk . . . . . Railway,

This is to certify that the consignment being booked to the address of the . . . . . Indian Red Cross Society. . . . . .contains or, in the case of returned empties, contained on the outward journey/bona fide Red Cross material and as such is entitled to free carriage by goods trains.

Depot . . . . .

# APPENDIX 1/9

*(See Rule 175)*

## CONCESSION CERTIFICATE

## CERTIFICATE FOR THE MEALS FOR MILLIONS ASSOCIATION OF INDIA.

Serial No. . . . . .

To

The Station Master,

. . . . . .

. . . . . .

This is to certify that the consignment being booked to the address of . . . . . .

. .

belonging to the Meals for Millions Association of India

contains multi-purpose food _____

manufactured by Messrs. Chandra Corporation, Coimbatore,

and consigned by on behalf of the Meals for Millions Association of India by Messrs, Chandra Corporation, Coimbatore, for free distribution and as such comes under the Railway concession for free carriage by goods train.

2. This concession will not be availed of for any subsequent movement of this consignment.

Station . . . . . .

. . . . . .

Date. . . . . .

Signature of Secretary of the Meals
for Millions Association of India.

Note.- (1) This certificate is current for despatch upto three month from the date of issue.

(2) The certificate should be pasted on to the invoice and submitted to the accounts Office.

The consignment covered by this certificate was booked under Invoice No. . . . . .

dated. . . . . .

.....

Station Master

Station.....

Date.....

# APPENDIX 1/10

(See Rule 403)

## ESCORT ACCOMPANYING LIVESTOCK INDEMNITY NOTE

Space for Stamp

In consideration of my Agents and/or servants namely .....and ..... being permitted to travel from .....to..... in/wagon/vehicle on the train concerned of the ..... Railways for escorting .....booked by .....tra' in .....type of wagon from.....to .....,I .....being the owner/consignor of the said ..... .....do hereby undertake and agree that the President of India as owner of and administering the.....R' lway Administration, its Agents and servants shall be free from all responsibility for any delay or detention for any injury or loss to my aforementioned Agents and/or servants or any one of them, or to any property of whatsoever kind accompanying them or any of them howsoever occasioned during the journey or halts *en route* for which the permission is granted or whilst they or any of them or the aforesaid property of any party thereof is within the limits of any of the Railways concerned. I do hereby further undertake to indemnify the President of India, his Agents and servants against any loss or destruction of or damage to any property of any of the Railways concerned that may be caused through any act or omission on the part of my aforesaid Agents and/or servants or of anyone of them while so travelling in..... wagons on any train of any of the Railways concerned or during any halt *en route*. I also hereby undertake that my aforesaid Agents and/or servants or any one of them shall not interfere with or obstruct the Railway staff on duty in connection with the said consignment of .....or otherwise in due performance of his/their duties and shall also obey all reasonable directions which the said Railway staff may give them and shall further be subject to the instructions, standing orders and general rules and regulations for the time being in force on the Railway concerned or on any one of them relating to the carriage of the said consignment.

I also agree to indemnity the president of India against any damage or loss arising from fire caused by smoking, cooking or carrying of open light, mineral oil lamps including hurricane lanterns by the Agents/servants accompanying the animals and also against any loss or damage which may be caused to the President of India due to any thing which may happen to my said Agents/Servants or to any property whatsoever.

Witness.-

1.....

2.....

Date. . . . . .

Signature.. . . . . .

Name.. . . . . .

Designation. . . . . .

Address. . . . . .

. . . . . .

# APPENDIX 1/11

*(See Rule 141 and 143)*

## SCHEDULE 1

| 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 Charge |
|---|---|
| (1) | (2) |
| **PART I** | |
| 1. Gold<br>2. Silver<br>3. Pearls<br>4. Precious stones<br>5. Jewellery<br>6 Currency notes and coins other than Government treasure<br>7. Government stamps and stamped paper other than postal stationery and stamps. | 13 paise per 100 rupees or part thereof on excess value per 160 kilometres or part thereof subject to a maximum of 1% of excess value. |
| **Part II** | |
| Goods other than those specified in Part I | 25 paise per 100 rupees or part thereof on excess value per 160 kilomertres or part thereof subject to a maximum of 1% of excess value. |

# APPENDIX 1/12

*(See Rule 161)*

**THE RAILWAYS (PUNITIVE CHARGES FOR OVERLOADING OF WAGON) RULES:—** G.S.R. 558 (E):-In exercise of the powers conferred by clause (d) 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 (Punitive charges for overloading of wagon) Rules, 1990.

(2) They shall come into force on the date of 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) 'Class rate' is the freight rate applicable to the class assigned to a particular commodity by the Central Government.

(c) 'Other charges' means charges other than freight which are incidental to or connected with carriage of goods.

(d) 'Permissible carrying capacity' means the normal carrying capacity determined under sub-secton (2) or (3) or section 72 or where a railway administration has determined a varied carrying capacity under sub-section (4) of section 72, such varied carrying capacity, whichever is higher.

(e) 'Schedule' means the Schedule to these Rules.

(f) 'Section' means section of the Act.

(g) 'Smalls rate' means the freight rate applicable to the commodity when offered for carriage by railway in 'Smalls' as distinguished from wagon load, as fixed by the Central Government by general or special order.

(h) Words and expressions used and not defined in these Rules but defined in the Act shall have meaning respectively assigned to them in the Act.

3. **Punitive charges for overloading:-** Where goods are loaded in a wagon or truck beyond its permissible carrying capacity, the railways administration may, in addition to normal freight and other charges, recover for the distance between the forwarding station and the destination station, charges by way of penalty as specified in Part I of the schedule in the case of goods loaded in a loose condition and Part II of the Schedule in the case of goods other than those loaded in a loose condition from the consignor, the consignee or the endorsee as the case may be.

Contd.

# APPENDIX 1/12

*(See Rule 161)*

## PART I

## GOODS LOADED IN LOOSE CONDITION

| Extent of overloading in | Charges leviable |
|---|---|
| (1) 4 wheeled or 6 wheeled wagon— Where the weight of goods exceed the permissible capacity by— | |
| (a) more than 1 tonne and such overloading is detected at the forwarding station. | (a) overweight in excess of 1 tonnes shall be charged at the smalls rate applicable to the commodity. |
| (b) more than 1 tonne but not more than 2 tonnes and such overloading is detected enroute or at destinavtion station. | (b) Overweight in excess of 1 tonne shall be charged at the smalls rate applicable to the commodity. |
| (c) more than 2 tonnes and such overloading is detected en-route or at destination station | (c) overweight in excess of 1 tonnes shall be charged at double the smalls rate applicable to the commodity. |
| (2) 8 wheeled wagon— Where the weight of goods exceeds the permissible carrying capacity by— | |
| (a) more than 2 tonnes and such overloading is detected at the forwarding station. | (a) Overweight in excess of 2 tonnes shall be charged at smalls rate applicable to the commodity. |
| (b) more than 2 tonnes but not more than 3 tonnes and such overloading is detected enroute or at destination station. | (b) overweight in excess of 2 tonnes shall be charged at smalls rate applicable to the commodity. |
| (c) more than 3 tonnes and such overloading is detected en-reoute or at the destination station. | (c) overweight in excess of 2 tonnes shall be charged at the double the smalls rate applicable to the rate applicable to the commodity. |

## PART II

## GOODS OTHER THAN THOSE LOADED IN LOOSE CONDITION

| Extent of overloading in | Charges leviable |
|---|---|
| (1) 4 wheeled or 6 wheeled wagon— Where the weight of goods exceed the per-missible carrying capacity by | |
| (a) 1 tonne or less | (a) Weight in excess of the permissible carrying capacity shall be charged at the smalls rate applicable to the commodity. |
| (b) More than 1 tonne | (b) Weight in excess of the permissible carrying capacity shall be charged at double the highest class rate. |
| (2) 8 wheeled wagon— Where the weight of goods exceeds the permissible carrying capacity by | |
| (a) 2 tonnes or less | (a) Weight in excess of the permissible carrying capacity shall be charged at smalls rate applicable to the commodity. |
| (b) more than 2 tonnes | (b) Weight in excess of the permissible carrying capacity shall be chargen at double the highest class rate. |

# APPENDIX 1/13

*(See Rule 149)*

## THE RAILWAYS (MANNER OF DELIVERY OF CONSIGNMENTS AND SALE PROCEEDS IN THE ABSENCE OF RAILWAY RECEIPT) RULES,1990.

G.S.R.595(E).- 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 said herein and not defined but defined in the Act shall have the meanings respectively assigned to them in the Act.

3. (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 in Appendix 1/2.

**Provide, However, that:-**

(a) if the consignee is a Government official in his official capacity, such delivery may be made on unstamped Indemnity Note;

(b) if the consignment consists of perishable articles, any railway servant, authorised in this behalf, may in his discretion allow delivery on unstamped Indemnity Note.

(2) Where the railway receipt is not forthcoming and the consignment is addressed by the sender to self, delivery shall not be made unless Indemnity Note, duly executed in Forms I A and IB as in Appendix 1/2 are produced by the persons claiming delivery of the consignment.

(3) Where the railway receipt is not forthcoming and the consignment is not addressed to self by the sender, delivery may be made on the basis of an Indemnity Note duly executed in Form II as in Appendix 1/3 in lieu of Form I subject to the following conditions namely:-

(a) The General Indemnity Note shall be executed on stamp paper of the appropriate value applicable to the State in which delivery is made;

(b) Consignment is booked to self shall not be granted delivery on the basis of General Indemnity Notes;

(c) Where delivery of a consignment is taken on the basis of a General Indemnity Note, the consignee should surrender the railway receipt within 10 days from the date of taking delivery of such consignment;

(d) Where the consignee has not produced the railway receipt within the time limit specified under clause (c), a separate Indemnity Note in Form I of Appendix 1/2 should be executed by the consignee in respect of such consignment.

(e) If a consignee fails to surrender the original railway receipt or fails to execute a separate Indemnity Note in respect of any consignment taken delivery on the basis of the General Indeminity Note, Station Master may refuse to deliver further consignments on the basis of the General Indemnity Note furnished by the consignee;

(f) The Railway Administration shall have the right to demand the execution of a fresh General Indemnity Note on expiry of three years from the date on which it was executed.

4. Where the railway receipt is not forthcoming and the consignee is a State Government, delivery may be made at the discretion of the Railway Administration on the basis of General Indemnity Note specified in Form III in Appendix 1/4.

5. Where the railway receipt is not forthcoming and the consignee is a Ministry of Department of the Central Covernment, delivery may be made at the discretion of the Railway Administration on the basis of General Indemnity Note specified in Form IV in Appendix 1/5.

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 Adminsitration may withhold delivery of such goods, unless an Indemnity Note, as specified in Form I of Appendix 1/2, is executed by the person, to whom the goods are delovered or sale proceeds are paid. Delivery of consignments when Railway receipt is not forthcoming and the consignments or sale proceeds are claimed by two or more person.