



**HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR**



S.B. Civil Miscellaneous Appeal No. 4253/2012

1. Union of India through General Manager, Western Railway, Church Gate, Mumbai (Rajasthan)
2. Union of India through General Manager, Western Railway, West Central, Railway (Rajasthan)

----Non-Applicant-Appellant

Versus

The Gujrat State Fertilizer and Chemical Limited, Office of Regional Manager, D/256/B, Devi Marg, Bani Park, Jaipur (Raj.) through Marketing Manager and Authorized Officer, Gujrat State Fertilizer and Chemical Ltd.

----Applicant/Respondent

For Appellant(s) : Mr. Gaurav Jain
For Respondent(s) : None

JUSTICE ANOOP KUMAR DHAND

Order

23/01/2026

1. By way of filing the instant appeal, a challenge has been led to the impugned judgment dated 09.05.2012 passed by the Railway Claims Tribunal, Jaipur Bench (for short, "the RCT") by which the claim petition submitted by the respondent-claimant (for short, "the claimant") has been allowed and the appellants have been directed to pay a compensation of Rs.9,93,000/- to the respondents with interest @ 9% p.a. from the date of filing of the claim petition till its realization.
2. Aggrieved by the aforesaid judgment, the instant appeal has been preferred by the appellants i.e. Railway Authorities before



this Court under Section 23 of the Railway Claims Tribunal Act, 1987 (for short, "the Act of 1987").

3. Counsel appearing on behalf of the appellants submits that the respondent entrusted consignment of 51756 HDPE bags of DAP fertilizers to the appellants-Railway Authorities from the Moti Khavdi under 6 Railway Receipts dated 15-16/09/1999 to be carried and delivered at Gangapur City under Railway risk. Counsel submits that when the consignment of fertilizers reached its destination, the claimant himself has unloaded the consignment bags, without giving any receipt and thereafter, the bags get wet due to rainfall. Counsel submits that if any damage is caused to the bags of fertilizers of the claimant, after receipt of delivery, the liability on the Railway Authorities does not at all arise and they are not liable to pay any amount of compensation to the respondent. Counsel submits that all these facts were brought into the notice of the Tribunal in the written submissions at the time of final arguments but the same have not been considered and the Tribunal has erroneously allowed the claim petition submitted by the claimant. Hence, under these circumstances interference of this Court is warranted.

4. None present on behalf of the claimant inspite of service.

5. Heard and considered the submissions made at Bar and perused the material available on record.

6. Perusal of the record indicates that the claimant entrusted consignment of 51756 HDPE Bags of DAP Fertilizers to the Railways i.e. the appellant from the Moti Khavdi under 6 Railway Receipts dated 15-16/09/1999 which was to be carried out by the





Railway Authorities and the same was supposed to deliver at Gangapur City. In the Receipts, it was mentioned that the consignment would be at the risk of the Railways till its handing of delivery to the claimant and when the consignment reached at Gangapur City on 20.09.1999, the wagons were placed in open and there was no covered shed and when the wagons were unloaded, the same was kept at an uneven place (*kachha*) which was quite far from the goods shed. It was also averred in the claim petition that these bags were damaged on account of getting wet due to rainfall, while remaining under the custody of the Railway Administration. It was also averred in the claim petition that for grant of a joint assessment delivery, a request was made for preparation of the Panchnama for the loss suffered by the claimant but the Railway Authorities refused for the same. Hence, under these compelling circumstances, the claimant approached the Tribunal for getting compensation.

7. A reply to the aforesaid claim petition was submitted by the Railway Authorities, wherein the averments of the claim petition were denied and submitted that there was no delay in sending the consignment bags to its destination and the same were unloaded by the appellant at direct delivery line and the consignment was delivered to the claimant under clear signature without any remark, hence the Railway Authorities have denied their negligence or carelessness.

8. On the basis of the pleadings of the parties, the Tribunal framed as many as five issues and thereafter, the affidavits and the documents submitted by both the sides were taking into



account and finally all the issues were decided in favour of the claimant and a finding of fact has been recorded that the loss has been caused to the claimant on account of the negligent act of the Railway Authorities, as the consignment of bags of the claimant were not kept in proper and safe custody by the Railway Authorities.

9. Perusal of the record indicates that no documentary evidence has been brought on the record by the appellants that after termination of transit and reaching of the bags at the destination, all the bags were taken by the claimant himself or not delivered to the claimant by the Railway Authorities. This Court finds no substance in the arguments raised by learned counsel for the appellants that the claimant himself has unloaded the bags without any permission of the Railway Authorities because a complete mechanism has been provided under the Railways Act, 1989 for booking and delivery of the consignments.

10. Section 93 of the Railways Act, 1989 lays down that the Railway Administration shall be responsible for the loss and damage, in transit, or non-delivery of any consignment. The burden lies upon the Railways to prove that they had use reasonable foresight and care to protect the goods and no such evidence has been led by the appellants on this aspect to prove the above material aspect of the matter. The consignment of the claimant, after being unloaded, remained under the control and supervision of the Railways in their premises. If the covered shed was not available at Gangapur City, Railway Station, then it was the duty of the Railway Administration to protect the DAP bags of





the claimant by providing sufficient number of tarpaulin. The appellants have not made any special efforts to protect the goods of the claimant which were lying in open. This shows utmost carelessness and negligence on the part of the appellant-Railways.

The remarks given on RR that loading was not supervised by the Railways does not exonerate or absolve the Railway Administration from its responsibility as a carrier. The appellants have even not led any evidence on record to demonstrate that there was no rain on the relevant day, as pleaded in its reply or that the consignment was booked at the claimant's risk by way of attaching any supportive document/evidence. The copies of receipts attached with the claim petition and forwarding note submitted by the claimant/appellant clearly indicates that the consignment was booked at Railways risk. Hence, it was their utmost duty to protect the goods of the claimant from any damage.

11 Considering the overall facts and circumstances of the case, a finding of fact has been recorded after taking into account the provisions of Section 99 of the Act of 1989 that it was the responsibility of the Railway Administration, after termination of transit, for any loss and damage. This Court finds no error in the finding of fact recorded by the Tribunal on all the issues, which require any interference of this Court.

12. This Court finds no merit and substance in this appeal and does not find any error in the impugned judgment.





13. Accordingly, the present Civil Misc. Appeal stands disposed of. The stay application and all pending application(s), if any, also stand disposed of.

14. Office is directed to remit the record to the Tribunal forthwith for execution of the award.

15. Since the claimant is not aware about passing of the present order by this Court, Office is directed to send a copy of this order on the address of the claimant, mentioned in the cause title for their intimation and information.

(ANOOP KUMAR DHAND),J

Ashu/Aayush/4

