

**356 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**FAO No.648 of 1997 (O&M)
Date of decision : March 07, 2017**

Punjab State Civil Supplies Corporation Ltd. Appellant

Versus

Union of India Respondent

CORAM : HON'BLE MR. JUSTICE KULDIP SINGH

Present:- Ms. Deepali Puri, Advocate for the appellant.

Mr. Yogesh Saini, Advocate for the respondent.

1. Whether the Reporters of local newspaper may be allowed to see the judgment ?
2. To be referred to the Reporter or not.
3. Whether the judgment should be reported in the digest ?

KULDIP SINGH J. (ORAL)

This is the first appeal against the judgment dated 18.12.1996 passed by the Railway Claims Tribunal, Chandigarh Bench, Chandigarh, (for short 'the Tribunal'), vide which the claim application of the applicant-appellant was dismissed.

The brief facts of the case are that 75 Gunny Bales, each containing 300 new gunny bags were entrusted to the Railway Administration on 05.04.1993 at Naihate Junction (Eastern Railway) for delivery to the applicant-appellant at Nakodar (Northern Railway) against RR No.630094. The goods reached Nakodar on 07.10.1993. It was found that there were shortage of 15 full gunny bales and 100 loose bags. The applicant-appellant claimed compensation to the tune of Rs.75,900/-. It also comes out that a notice under Section 106 of the Railways Act, 1989 was issued by the applicant-appellant on 18.11.1993, which was received by he Railway on 22.11.1993. The Tribunal held that the said notice was not issued within the statutory period of six months. Therefore, the claim of the applicant-appellant was declined.

I have heard learned counsel for the parties and have also carefully gone through the case file.

The short question arising for consideration is as to whether a notice under Section 106 of the Railways Act was served within the stipulated period?

Section 106 of the Railways Act provides as under:

“106. Notice of claim for compensation and refund of overcharge. - (1) A person shall not be entitled to claim compensation against a railway administration for the loss, destruction, damage, deterioration or; non-delivery of goods carried by railway, unless a notice thereof is served by him or on his behalf,—

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

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

(2) Any information demanded or enquiry made in writing from, or any complaint made in writing to, any of the railway administrations mentioned in sub-section (1) by or on behalf of the person within the said period of six months regarding the non-delivery or delayed delivery of the goods with particulars sufficient to identify the goods shall, for the purpose of this section, be deemed to be a notice of claim for compensation.

(3) A person shall not be entitled to a refund of an overcharge in respect of goods carried by railway unless 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 goods at the destination station, whichever is later.”

The language of the Act makes it clear that a notice is required to be issued within a period of six months from the date of entrustment of goods. In the present case, the goods were entrusted on 05.04.1993 and the notice was required to be issued till 04.10.1993. The applicant-appellant was not supposed to wait till 07.10.1993 to receive the goods.

Since, the notice was not issued within the statutory period of six months from the date of entrustment of goods, therefore, there is no illegality or infirmity in the impugned judgment.

As such, the present appeal is dismissed.

(KULDIP SINGH)
JUDGE

March 07, 2017

sarita

Whether speaking / reasoned Yes

Whether Reportable: No