GAHC010019552015

2026:GAU-AS:17194

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : MFA/46/2015

UNION OF INDIA
REPRESENTED BY THE GENERAL MANAGER, N.F. RAILWAY, MALIGAON, GUWAHATI, DIST. KAMRUP ASSAM

VERSUS

M/S BAMBOO BAGICHA
MAIN ROAD, P.O. BANGAIGAON, ASSAM.

Advocate for the Petitioner : MS.M CHATTERJEE, SC, NF RLY,MS.U CHAKRABORTY,MS.S P DAS

Advocate for the Respondent : , MS.M SHARMA,MR.A GOYAL,MR.K P MAHESWARI

Linked Case : MFA/64/2015

UNION OF INDIA
REPRESENTED BY THE GENERAL MANAGER
N.F. RAILWAY
MALIGAONN
GUWAHATI
DIST. KAMRUP ASSAM

VERSUS

M/S BAMBOO BAGICHA
MAIN ROAD
P.O. BANGAIAON
ASSAM.

Advocate for : MS.S P DAS
Advocate for : MS.M SHARMA appearing for M/S BAMBOO BAGICHA

:: BEFORE ::

(HON'BLE MR. JUSTICE PARTHIVJYOTI SAIKIA)

Advocate(s) for the Appellant : Mrs. U. Chakraborty,

Advocate(s) for the Respondent : Mr. A. Dev,

Date on which judgment is reserved : 10.11.2026.
Date of pronouncement of judgment : 20.11.2026.
Whether the pronouncement is of the operative part of the judgment? : YES.
Whether the full judgment has been pronounced? : YES.

JUDGMENT AND ORDER (CAV)

Heard Mrs. U. Chakraborty, learned counsel appearing for the appellant/Railways. Also heard Mr. A. Dev, the learned counsel representing the respondent.

2. Both these appeals are under Section 23 of the Railway Claims Tribunal Act, 1987, challenging the judgments and orders dated 02.03.2015 & 23.02.2015 passed by the Railway Claims Tribunal, Guwahati Bench in Claim Application No.OA-III/GHY/2005/0069(New), (Old) No.OA.609/2005) & No.OA-III/GHY/2005/0610(New), (Old) No.OA.610/2005) respectively.

3. The respondent filed two applications under Section 16 of the Railway Claims Tribunal Act, 1987 praying for awarding two amounts, each comprising of ₹15,433/- along with interest and cost of litigation on account of use of wrong distance by the appellant/Railways. On 12.10.2004 and on 27.10.2004, the respondent booked trainloads of bamboo chips to be transported from CPQ to SPRD. On each of the occasions, the Railways collected freight charges of ₹10,64,600/-.

4. The respondent claimed that the train was to cover a distance of 1499 kilometers and the

Railways claimed that the distance was 1510 kilometers.

5. Finally, the Railway Claims Tribunal directed the appellant Railways to pay ₹15,433/- in both the cases. The Tribunal also awarded interest at the rate of 6% per annum to be calculated from the date of filing of the original application till the date of the judgment of the Tribunal. The appellant Railways was also directed to pay proportionate application fee of ₹992/- and legal practitioners fee of ₹1,109/- in both the cases.

6. The appellant/Railways pleaded that both the consignments were accepted by the consignee M/s. J.K. Paper Mills without any objection.

7. The appellant/Railways has admitted that for covering the distance between CPQ and SPRD, the Railways had charged ₹10,49,167/- for covering a distance of 1510 kilometers. But the actually covered the distance of about 1419 kilometers. According to the appellant/Railways, the consignee M/s. J.K. Paper Mills should have claimed the refund of the money under Section 74 of the Railways Act, not by the respondent consignor.

8. I have considered the submissions made by the learned counsels of both sides.

9. This Court in MFA No.7/2005 had held as under:

> "The question of payment of freight charges arises at the stage of initial booking of the consignment by the Railway Wagons and therefore, it is threshold transaction. At that stage the property does not pass on to the consignee or the endorsee under Section 74 of the Act. It is only when the goods are booked and Railway Receipt is delivered to the consignee or the endorsee that section 74 of the Act of 1989 will come into play. At the stage of booking the consignment, the title to the property remains with the consignor and the Railway authorities are obliged to realize the correct freight charge from the consignor. Therefore, if there is an error in realization of the freight, it would be open for the consignor to claim refund of the excess amount since it is the consignor who had paid the excess amount. There is nothing in the Railways Act, 1989 which prohibits the person who has paid the excess freight to claim refund of the same by following the due process of law."

10. Section 74 of the Railways Act of 1989 provides that on delivery of the Railway Receipt, the consignee shall have all the rights and liabilities of the consignor. In MFA No.7/2005, this Court has held that there is nothing in the Railways Act of 1989, which prohibits the person who had paid the excess freight to claim refund of the same by following the due process of law.

11. For the aforesaid premised reasons, this Court is of the opinion that the learned Tribunal had correctly passed the impugned judgments. No interference of this Court is required in both the cases.

12. Both the appeals are found to be devoid of merit and dismissed accordingly.

Send back the TCRs.

JUDGE

Comparing Assistant