FOREWORD

Since the middle of 1975, the food situation in the country has transformed itself enormously. The kharif harvest in 1975 was excellent and the procurement of rice and paddy extraordinarily heavy. This was followed by a rabi crop of unprecedented scale. The present kharif promises to be equally plentiful. All through this period, heavy imports continued. Not unexpectedly, in the midst of such plenty the off-take from the public distribution system dwindled. The result has been an inordinate strain on the available storage capacity. Today, the FCI alone holds about 16 million tonnes of foodgrains which is more than four times what it held sixteen months ago.

In the movement of foodgrains, altogether new constraints developed and unprecedented problems cropped up for which innovative solutions had to be found. The old concepts of rationalized movement of foodgrains naturally had to be revised. Railheads to which foodgrains were never moved previously today receive a succession of block rakes. On the other hand the traditional rail-routes along which foodgrains used to move previously have lost most of their importance—at least for the time being. Some areas to which traditionally, foodgrains were hardly ever despatched have now to receive and hold stocks of foodgrains coming from outside since new spaces for storage have been found there.

With the situation transforming so fast, the extent instructions have had to be continuously revised and revamped. It is in this context that instructions which are contained in this Manual have to be imbibed. While, at all times, the existing instructions have to be followed, the need for adapting ourselves to fresh situations which in turn give rise to modification of the existing instructions or the issue of fresh instructions has to be borne in mind. The staff, particularly those concerned with movement for whom these instructions are intended, are welcome to send fresh suggestions they consider necessary to cope with the fast changing situation so that wherever necessary, the instructions may be suitably modified or amplified.

Shri K. D. Madan, our Chief Traffic Manager, has taken the necessary pains to make the Movement Manual as lucid, comprehensive and practical as possible. The corporation is grateful to him for the trouble taken by him.

10-1-1977.

R. N. CHOPRA,

Chairman
INTRODUCTION

A consolidated Office Manual (in two volumes) encompassing the various aspects of the working of the Food Corporation of India had been brought out while the Head Office of the FCI was functioning at Madras in 1965. Since then, the activities of the FCI have not only multiplied manifold but have in fact acquired several new directions and dimensions. It is in the light of this that a decision was taken to publish a Movement Manual dealing with the various aspects of movement work in as far as it concerns the FCI.

2. In recent years, the volume of movement of foodgrains which are moved from one part of the country to another has been going up substantially. In 1975-76 by rail alone no less than 9.5 million tonnes of foodgrains were moved. In terms of wagons this works out to about 1200 wagons per day. The FCI is not only one of the principal users of rail transport but also amongst the railways principal freight payers. Naturally, therefore, the movement work is closely linked with railway operation and several of the chapters of this Manual are concerned primarily with the various facets of rail operation in as far as they concern the Corporation.

3. In compiling this Manual, the effort has been to bring together the numerous instructions and orders which had been issued from time to time by the Head Office of the FCI to its Zonal/Regional and other formations. But in addition, it has been our endeavour to discuss the why's and wherefore's of these instructions so that, to the extent possible, the contents of the Manual furnish the necessary elucidation to the staff who are called upon to comply with the aforesaid instructions. The effort has been to make the Manual as self-contained as possible but obviously this cannot take the place of the orders and the standing instructions. While the Manual would thus provide the broad guidelines to the staff, it is essential that in all cases reference should continue to be made to the specific orders and instructions which have been issued from time to time.

4. The Manual is intended solely for official use. It will not bestow any right on the staff or anyone else to quote this for not complying with the instructions which may have been issued or which may henceforth be issued on any subject.

K. D. MADAN
Chief Traffic Manager

10-1-1977.
TABLE OF CONTENTS

FORWORD
INTRODUCTION

CHAPTER 1. Magnitude of Movement
Foodgrain movement by rail/road—Rabi Movement from North and its salient features—Movement from ports and its importance

CHAPTER 2. Unit of Rail Transport—A Wagon on a Good Train
Type of wagons with their connotation—Carrying Capacity—Enhanced Carrying Capacity

CHAPTER 3. Routing and Rating of Goods Traffic—Rationalised Route
Conditions affecting routing of traffic—normal/abnormal/rationalised routing—Why rationalisation—Local rationalisation on Northern Railway—Rationalisation for movement from ports

CHAPTER 4. Preferential Traffic Schedule
Need for a schedule—Priorities of foodgrains/fertilizers etc. sponsored by FCI—Priorities B, C and D with reference to FCI’s movement

CHAPTER 5. Restrictions
Operating restrictions—Why and when imposed?—Exemption from such restrictions—Civil restrictions

CHAPTER 6. Registration
Registration defined—Lumpsum registration—Registration against specials—Forfeiture—Change of destination

CHAPTER 7. Fit Wagon
Railways responsibility for supply of fit wagons—Loading in open against indentors for covered—Various precautions for loading in covered and open—Liability of the Railway in case of loading in open

CHAPTER 8. Mechanics of movement planning
Considerations while planning movement of foodgrain—Streamwise planning—Composition of BG/NG and box wagon rules—Constraint of handling and transhipment facilities—Foresight movement programme of wheat/rice from Northern Railway—Movement from Ports—Daily watch over the execution of plans

CHAPTER 9. Loading
Precautions while loading a wagon—covered/open—Sealing/unsealing and its purpose—Rules for loading from ground level—Advance stacking of foodgrains stocks at station

CHAPTER 10. Unloading
Importance of unloading a wagon in time—Free time—Unloading a wagon placed in position and otherwise—Unloading in FCI siding—Precautions to avoid delay in wagon release—Regulating movement in case of hold up

(v)
CHAPTER 11. Transhipment
Transhipment defined—Transhipment involved in movement of foodgrains—Transhipment as a bottleneck—Major transhipment points—Points to be kept in view while planning break of gauge movement.

CHAPTER 12. Rail/Road Coordination
Need for road movement—Road movement complementary to rail movement—What road movement is/should be undertaken?

CHAPTER 13. Booking and delivery of consignments

CHAPTER 14. Siding
Definition—Siding arrangement and its various provisions—Importance of siding to FCI—Rules for shunting in FCI siding—Shunting/shunting charges—Its basis for calculation—Booking to and from FCI siding—Issue of Rs. 10 in sidings—Responsibility of Railways under section 78-C

CHAPTER 15. Freight—Chequeing and refund of over payment of freight
Categories of freight rate—Class rates—Station to Station rate—Minimum weight for charge—Method of freight calculation—Other charges added to freight—Method of rounding off—How to check overcharges in freight and obtain their refund

CHAPTER 16. Claims—Compensation, Refund of freight and of demurrage/wharfage
Railways responsibility as a common carrier—Nature of compensation claims—Claim of refund of excess freight/demurrage/wharfage paid—Procedure for judging claims—Powers of Railway Officers for settlement of claims—Factors determining the liability of the Railway—FCI’s claims organisation at different levels and their functions—Review of claims repudiated by Railways—Steps for prevention of claims

CHAPTER 17. Missing and unconnected wagons
What are ‘missing’ and ‘unconnected’ wagons?—How to link these wagons at different stages—Action by Region—Action by claim cell—Guide lines to field staff for linking wagon—Precautions to minimise the incidence of missing/unconnected wagons

CHAPTER 18. Statistics

CHAPTER 19. Some sections of the Indian Railways Act having relevance to Food Movement and claims

(vi)
### LIST OF APPENDICES/ANNEXURES

<table>
<thead>
<tr>
<th>Appendix Number</th>
<th>Reference to Chapter and Paragraph</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>5.8</td>
</tr>
<tr>
<td>II</td>
<td>6.2</td>
</tr>
<tr>
<td>III</td>
<td>6.8</td>
</tr>
<tr>
<td>IV</td>
<td>8.6</td>
</tr>
<tr>
<td>V</td>
<td>8.6</td>
</tr>
<tr>
<td>VI</td>
<td>8.15</td>
</tr>
<tr>
<td>VII</td>
<td>8.18</td>
</tr>
<tr>
<td>VIII</td>
<td>9.2</td>
</tr>
<tr>
<td>IX</td>
<td>10.2</td>
</tr>
<tr>
<td>X</td>
<td>11.3</td>
</tr>
<tr>
<td>XI</td>
<td>12.3</td>
</tr>
<tr>
<td>XII</td>
<td>13.1</td>
</tr>
<tr>
<td>XIII</td>
<td>13.11</td>
</tr>
<tr>
<td>XIV</td>
<td>13.12</td>
</tr>
<tr>
<td>XV</td>
<td>14.5</td>
</tr>
<tr>
<td>XVI</td>
<td>16.39</td>
</tr>
<tr>
<td>XVII</td>
<td>16.36</td>
</tr>
<tr>
<td>XVIII</td>
<td>16.36</td>
</tr>
<tr>
<td>XIX</td>
<td>16.37</td>
</tr>
<tr>
<td>XX</td>
<td>16.43</td>
</tr>
<tr>
<td>XXI</td>
<td>16.43</td>
</tr>
<tr>
<td>XXII</td>
<td>16.43</td>
</tr>
<tr>
<td>XXIII</td>
<td>16.45</td>
</tr>
<tr>
<td>XXIV</td>
<td>17.13</td>
</tr>
<tr>
<td>XXV</td>
<td>17.13</td>
</tr>
<tr>
<td>XXVI</td>
<td>17.14</td>
</tr>
<tr>
<td>XXVII</td>
<td>18.8</td>
</tr>
<tr>
<td>XXVIII</td>
<td>18.8</td>
</tr>
<tr>
<td>XXIX</td>
<td>18.8</td>
</tr>
<tr>
<td>XXX</td>
<td>18.8</td>
</tr>
<tr>
<td>XXXI</td>
<td>18.8</td>
</tr>
<tr>
<td>XXXII</td>
<td>18.8</td>
</tr>
<tr>
<td>XXXIII</td>
<td>18.8</td>
</tr>
<tr>
<td>XXXIV</td>
<td>18.9</td>
</tr>
<tr>
<td>XXXV</td>
<td>18.12</td>
</tr>
<tr>
<td>XXXVI</td>
<td>18.12</td>
</tr>
<tr>
<td>XXXVII</td>
<td>18.13</td>
</tr>
<tr>
<td>XXXVIII</td>
<td>18.13</td>
</tr>
<tr>
<td>XXXIX</td>
<td>18.14</td>
</tr>
<tr>
<td>XL</td>
<td>18.15</td>
</tr>
<tr>
<td>XLI</td>
<td>18.16</td>
</tr>
<tr>
<td>XLI</td>
<td>18.16</td>
</tr>
<tr>
<td>XLII</td>
<td>18.17</td>
</tr>
<tr>
<td>XLIV</td>
<td>18.18</td>
</tr>
<tr>
<td>XLV</td>
<td>18.19</td>
</tr>
<tr>
<td>XLVI</td>
<td>18.20</td>
</tr>
</tbody>
</table>

**ANNEXURE—A**

3 FCI/77-2

Sections of Indian Railways Act having relevance to Food movement and claims.
CHAPTER 1

MAGNITUDE OF MOVEMENT

1.1 The magnitude of the movement of foodgrains can be seen from the following figures of the extent of movement of foodgrains by rail alone:

<table>
<thead>
<tr>
<th>Year (from to)</th>
<th>Movement by rail (in million tonnes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1971-72</td>
<td>7.1</td>
</tr>
<tr>
<td>1972-73</td>
<td>8.5</td>
</tr>
<tr>
<td>1973-74</td>
<td>9.0</td>
</tr>
<tr>
<td>1974-75</td>
<td>7.0</td>
</tr>
<tr>
<td>1975-76</td>
<td>9.7</td>
</tr>
</tbody>
</table>

1.2 To supplement this movement, nearly 3 million tonnes of foodgrains are moved by road. This latter movement includes, inter-alia, the quantities moved intra-state over relatively short distances from ports to nearby depots and in parts of the country where no rail transport is available e.g. from Jamuna Tawi to other parts of the J & K State.

1.3 In addition, around two million tonnes of fertilisers which are imported every year are moved from the ports to inland destinations on FCI account.

1.4 Of the quantum of foodgrains moved, nearly half has to be moved from Punjab, Haryana and U.P., the principal granaries of India. Since these areas fall mostly within the jurisdiction of one Railway system, viz. the Northern Railway, that Railway has to bear the brunt of despatches of indigenous foodgrains. Andhra Pradesh and certain areas of Orissa, Madhya Pradesh and Tamil Nadu similarly have to effect heavy despatches of rice to other parts of the country. Movement of foodgrains therefore has necessarily to take into account all the limitations imposed firstly by the fact that movement is concentrated in certain areas of the country, and secondly that the bulk of it takes place in certain parts of the year.

1.5 Wheat being a rabi crop, the fresh harvest commences from the end of April and the inflow continues until the middle of July. While planning movement from the surplus States, the following factors have to be kept in view in organizing movement from the States:

1.5.1 Since the monsoon starts around the later half of June, it is urgent that maximum stocks are moved out during May and early June, particularly to deficit States like Maharashtra, West Bengal, Assam and Kerala where the monsoon arrives early and which require a sizeable quantity of wheat to sustain public distribution system.

1.5.2 The availability of wagons on the Northern Railway system goes down considerably after June particularly since open type wagons cannot be utilised.

1.5.3 Bulk of the despatches of the rabi crop must be completed by October so as to make room for the arrivals, storage and subsequent rail movement of the kharif crop (i.e. rice, maize etc.) whose procurement commences towards the end of October and continues through the winter months.

1.6 It would thus be seen that the movement of wheat from Punjab, Haryana and U.P. attains its climax in the month of May and June and is thereafter sustained at a somewhat lower level until September whereafter it tapers off to make room for movement of kharif crop i.e. rice and maize, of which the movement is the highest in the months of November, December and January.

1.7 Like wheat, rice too is grown and moved from Punjab, Haryana and parts of U.P. in large quantities to deficit States. In addition, considerable quantities also are despatched from Andhra Pradesh, Orissa, Madhya Pradesh and Tamil Nadu to various deficit areas in their own as well as in other States.

1.8 Finally, imported foodgrains i.e. wheat, rice and milo are received at most of the ports, both major and minor and the cargo discharged from the ships has to be dispersed to the needy areas in large quantities particularly during winter months. In 1975-76, nearly 7.5 million tonnes of foodgrains were imported.
During the current year (1976-77), the quantity imported is 4.92 million tonnes. Clearance of imported foodgrains has its own problems. Unless clearance by surface transport can keep up with the pace of discharge of foodgrains from the ships, discharge would suffer involving the FCI in payment of heavy ship demurrage which often has to be paid in foreign exchange. Moreover, if discharge of imported foodgrains or fertilisers slows down, the occupancy of berths at the ports would get prolonged and other sea-borne trade—both import and export—might be affected adversely. The highest importance is, therefore, attached to clearance of stocks from the ports.

1.9 What is stated in foregoing paragraphs is merely with a view to indicating the dimensions of the problem of movement of foodgrains and fertilisers with which the FCI has to reckon. What follows in the subsequent chapters is an attempt to analyse and set out in some detail the various facets of this task and to see what procedures are laid down to tackle them efficiently and economically.
CHAPTER 2
UNIT OF RAIL TRANSPORT—A WAGON ON A GOODS TRAIN

2.1 The bulk of movement of foodgrains from one part of the country to the other is by rail and the unit for transport generally adopted is a block rake or a special train, as it is generally known. A train is composed of a large number of wagons. The number of wagons on a train of course varies from one gauge to another and even on the same gauge. At times the number of wagons on a train even on the same section may differ from time to time, depending upon the gradient and other topographical features, the type of locomotive used, the length of loops at the railway stations etc.

2.2 The wagons may be covered or open or low-sides. A covered wagon has a roof and can be closed and secured from sides, sealed and, if required, padlocked. Such a wagon naturally affords protection against rain, inclement weather and other outside interference. A covered wagon may be (a) C type i.e. an ordinary 4-wheeled covered wagon or (b) the BC type which is an ordinary 8-wheeled or (c) bogie covered wagon of BCX type which is suited for higher speeds and is equipped with ball bearings. On account of its higher carrying capacity, a BCX is equated to 2-1/2 four-wheeled wagons.

2.3 In an open wagon which does not have a roof on the other hand, the contents are susceptible not only to damage by rain and inclement weather but also pilferage. When therefore foodgrains are loaded in open wagons special precautions have to be adopted. These are given in Chapter 7. The open wagon may be (a) the KC type i.e. an ordinary four-wheeler open wagon or (b) the BKC type which is an ordinary 8-wheeler or (c) bogie open wagon of BCX type which is a high walled high spoded wagon equipped with ball bearings and which on account of its higher carrying capacity is equated to 2-1/2 four-wheeled wagons.

2.4 The low-sided wagon may have low side walls or no walls at all. These are ordinarily used for loading commodities like bamboo, iron pipes, logs of wood, heavy machinery etc. but not for foodgrains. Such wagons too are either four-wheelers like KFs, KII, etc. or 8-wheeler bogie wagons like BFRs, BKF's etc. Such wagons are hardly ever used for loading of foodgrains.

2.5 In addition there are other special types of rolling stock e.g. tank wagons, hopper wagons, well-type bogie trucks, etc. These too are not used for transport of foodgrains.

2.6 Most of the wagons owned by the Railways can be used for long distance traffic from one Railway to another indiscriminately. Such wagons are known as pooled wagons. There are some wagons however which can be used only on the Railways owning such wagons as these may be designed exclusively to meet the specific requirements of the local traffic obtaining on a Railway. These wagons are known as non-pooled wagons and the letters ‘NP’ are stencilled on the body of the wagon.

2.7 Carrying Capacity:

Each wagon has its own carrying capacity stencilled on the body of the wagon. This specifies the total quantum of traffic that can be loaded into a wagon. Carrying capacity not only differs from gauge to gauge and as between a four-wheeler and 8-wheeler but within the limits it differs from wagon to wagon. A plain line is distinctly marked on the newly-built BOX and BCX wagons which indicates the height to which a wagon can be loaded with certain commodities so as to reach the level of its carrying capacity.

2.8 Notwithstanding the carrying capacity as stencilled on a wagon, the conventional types of wagons like the ordinary covered and open wagons can now carry more than what is stencilled as the carrying capacity on the wagon body. For ready reference the position is elucidated below:

<table>
<thead>
<tr>
<th>Description of wagon</th>
<th>Maximum overloading permitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.G.</td>
<td></td>
</tr>
<tr>
<td>(i) 4-wheeler</td>
<td>2 tonnes</td>
</tr>
<tr>
<td>(ii) 6-wheeler</td>
<td>2 tonnes</td>
</tr>
<tr>
<td>(iii) Bogie (8-wheeler)</td>
<td>4 tonnes</td>
</tr>
<tr>
<td>M.G.</td>
<td></td>
</tr>
<tr>
<td>(i) 4-wheeler</td>
<td>1 tonne</td>
</tr>
<tr>
<td>(ii) 6-wheeler</td>
<td>1 tonne</td>
</tr>
<tr>
<td>(iii) Bogie (8-wheeler)</td>
<td>2 tonnes</td>
</tr>
</tbody>
</table>

3
2.8.1 This measure is aimed at enhancing the overall rail transport capacity to some extent. As per latest rules, the loading tolerance of special type of wagons viz. BCX, BOX, has been increased up to 2 tonnes over their marked carrying capacity and as such these wagons can also be overloaded to that extent. CRT and narrow gauge wagons, however, should in no circumstances be loaded in excess of their carrying capacity.

2.8.2 In addition wagons on which a four pointed star is painted in white alongside the figure of carrying capacity are also not permitted to be loaded over and above the marked (painted) carrying capacity.
CHAPTER 3
ROUTING AND RATING OF GOODS TRAFFIC—
RATIONALISED ROUTES

3.1 The rules according to which the routing of goods traffic despatched by rail may be determined and the tariff applicable may be classified under three heads:

(i) Under normal conditions.
(ii) Under abnormal conditions.
(iii) Rationalised routing.

3.2 Under normal conditions

In the absence of any specific instructions in writing from the sender or his representative, goods traffic according to railway rules is normally despatched by the shortest route and charged for by the cheapest route. The cheapest route is one by which the freight charges work out to be the lowest. On the other hand, the shortest route is determined by the distance between the forwarding and the receiving stations taking into consideration the distance notified by the Railways as the distance for charge. In a case where break of gauge is involved each break-of-gauge transhipment point is reckoned as equivalent to 10 Kms.

3.3 Under abnormal conditions

When due to breaches, accidents and landslides etc. traffic is held-up on route or has to be diverted, the route to be followed and the tariff rates to be charged are as per the instructions issued by the Railways on each such occasion.

3.4 Rationalised routing

The Ministry of Railways maintain a scheme of routing of goods movement by rail known as the rationalisation scheme. This is with a view to ensuring that goods traffic moves in an uninterrupted, smooth and rationalised manner along routes which are least devious. The scheme derives legal strength from clause (b) of section 27-A of Indian Railways Act 1890. The orders issued by the Ministry of Railways under this section however cease to have effect on the expiry of 6 months from the date of issue. Such orders are therefore renewed by the Railway Board after every six months.

3.5 In respect of traffic despatched by a ‘rationalised’ route, the tariff applicable may be classified under the goods are carried unless otherwise specified.

3.6 The various considerations which are kept in view while formulating the rationalisation scheme are as under:

3.6.1 To the extent possible, movement involving break of gauge is avoided;

3.6.2 Where transhipment is inevitable, traffic is deflected via the transhipment point which has adequate capacity;

3.6.3 Where the line capacity of a section of the Railway is saturated, traffic is diverted via an alternative route on which spare capacity is available;

3.6.4 To the extent possible, the direction of flow of empty wagons is kept in view in order to maintain wagon balance on the Railways.

3.7 Apart from the general rationalisation scheme referred to above, there is another rationalisation scheme operating on the Northern Railway over which massive movement of wheat takes place from Punjab, Haryana and U.P. The scheme does not apply to the movement of rice. The Northern Railway has divided the movement of wheat broadly in 2 streams, viz. (i) via Mughalsarai and (ii) via Tughlakabad. Accordingly despatching stations situated on certain sections of Delhi and Ferozepur Divisions e.g. Rajputana-Dhuri, Ambara-Panipat, Amritsar-Khenkaran despatch to destinations in the eastern stream i.e. Bharat, West Bengal, Assam, Orissa, etc. reached via Mughalsarai. On the other hand from despatch stations on sections like Ferozepur-Dhuri, Dhuri-Bhatinda, Panipat-Delhi, wheat is moved to regions in the western stream viz. Rajasthan, M.P., Maharashtra, Tamil Nadu, Kerala etc. for which the route lies via Tughlakabad.

3.8 Special dispensation has to be obtained from the Northern Railway in the fortnightly planning meetings whenever a departure is to be made from this rationalisation scheme.
3.9 Further rationalisation is adopted in regard to movement of imported foodgrains and fertilisers being handled at different ports. This of course applies not only to movement from the ports directly but also movement from depots in the immediate hinterland served by groups of ports. Ordinarily movement from depots in the hinterland of one group of ports to destinations in the same hinterland would be treated as conforming to this rationalisation scheme. For this purpose the ports have been divided into four groups—Group 'A' consists of Bombay and Kandla (BG), Group 'B' of Calcutta, Visakhapatnam and Paradip, Group 'C' of Madras, Kakinada, Cuddalore Pondicherry, Nagapattinam, Tuticorin, Cochin, Mangalore Kozhikode, and Group 'D' of Bhavnagar, Navlakhli and Kandla MG.

3.10 The foremost purpose of rationalisation is to minimise cost and effect expeditious movement. Occasionally however conditions may arise where it becomes essential to resort to movement which does not conform to the rationalised plan of movement. There have been occasions when it became necessary to move foodgrains from the southern ports to Maharastra or Bihar. More lately, it has become necessary to move certain lower categories of wheat from the eastern regions to the west. Ordinarily, the Railways consider the requests from FCI for such irregular movements with sympathy. It is however, well to remember that such movements are uneconomical and can retard the other movements taking place in the right direction and as such should be kept to the barest minimum.
CHAPTER 4

PREFERENTIAL TRAFFIC SCHEDULE

4.1 In exercise of powers conferred by section 27-A of the Indian Railways Act 1890, the Railway Board issue from time to time a schedule for regulating the movement of goods traffic by rail in a descending order of priority. This schedule applies to the movement of traffic in wagon loads only. The need for this arises as with the limited rail transport capacity available and the various competing demands on it, unless certain priorities are laid down it is likely that essential commodities like foodgrains, cement, coal, edible oil etc. may not get their due share of transport by rail.

The priority schedule is aimed at ensuring that traffic qualifying for higher priority would be moved earlier than traffic coming under a lower priority even though the latter may have been registered earlier. As between the registration of traffic falling in the same priority, the date of registration of course is the deciding factor.

4.2 On behalf of the Food Corporation of India, foodgrains like wheat, rice, maize, milo etc., pulses on defence account, groundnut pods, extraction oil, paddy, fertilisers and some other miscellaneous articles have to be moved. On occasions, engineering materials for construction of godowns etc. are also required to be moved on FCI’s account. Traffic in foodgrains sponsored by the FCI comes under priority ‘B’ whereas foodgrains offered for transport by private trade, if and when permissible, come under a lower priority.

The various other commodities have their respective priorities. Only recently the Railway Board have elevated priority of the deoiled cake which is moved from Ujjain to Maharashtra on FCI’s account from priority ‘E’ to priority ‘C’.

4.3 The present position as far as the traffic despatched on FCI’s account is concerned is as under:

**Priority ‘B’**

(i) Foodgrains including flours of wheat viz., Atta, Suji and Rawa, coarse foodgrains i.e. maize, milo etc. programmed and sponsored by Union Ministry of Agriculture or Food Corporation of India and approved by the Railway Board, and pulses on defence account when sponsored by the Union Ministry of Agriculture or the Food Corporation of India.

(ii) Fertilizers when programmed and sponsored by the Union Ministry of Agriculture or Food Corporation of India, or Central/States Warehousing Corporations and approved by the Railway Board.

(iii) Edible groundnut cake from producing centres as well as Balahar from the manufacturing centres on certification by an official of Food Corporation of India that the movement is in connection with Balahar project.

(iv) Gunny including (a) Gunny bag (b) Hessian cloth.

(v) Traffic accorded preferential movement under special ad hoc orders issued by the Railway Board and/or the Railways except when a higher order of priority is specified in such orders.

**Priority ‘C’**

(i) Pulses on state Government account and groundnut oil on Defence account sponsored by the Food Corporation of India and approved by Railways.

(ii) Groundnut oil in tins/barrels, and mustard oil in tins/barrels.

(iii) Deoiled cake from solvent extraction plant sponsored by the Manager of FCI’s plant at Ujjain.

(iv) Levy Sugar on a declaration from a sugar factory concerned.

**Priority ‘D’**

Foodstuffs like pulses, edible oil, oil seeds, chillies, jhania etc., sponsored by the Food Corporation of India and approved by Railways.

4.4 Unless the provisions of the priority schedule are fully known to, and taken advantage of, by the concerned officials of the Food Corporation of India, and the wagons indented for under the appropriate priority, movement undertaken on behalf of the Food Corporation of India is bound to suffer.
4.5 Even where despite the priority accorded to the FCI traffic, difficulties are experienced in moving the traffic, a communication should be addressed to the Movement Division of the Head Office giving instances of chronic delays in availability of wagons so that the Head Office can take up the matter with the Railway Board either for ad hoc assistance or for revision of the priority schedule.

Note—Zonal Railways have been empowered by the Railway Board to accept the movement programme of food-grains and fertilisers (including potassic fertilisers) under priority B' when sponsored by the Union Ministry of Agriculture and Irrigation or the Food Corporation of India without waiting for Board’s prior approval.
CHAPTER 5

RESTRICTIONS

5.1 Restrictions in booking which have to be kept in view by the officials of the Food Corporation of India connected with loading and unloading of foodgrain wagons may be either 'Operating' restrictions or 'Civil' restrictions.

5.2 Operating Restrictions

These are restrictions which are imposed by the Railways or the Railway Board for a particular station or a group of stations or for a route or junction whenever due to operational reasons, the railway administration is temporarily not in a position to accept wagons for those destinations or routes.

5.3 The reasons for imposing such restrictions may be many. Traffic on a particular section or for a particular terminal may have got bunched up on the way and the accumulation may be such as would take several days or weeks to clear. There may be disruption in working on a section of the Railway due to factors like breaches, landslides, inclement weather, railway strike, etc. At a transhipment point, matching stock of the other gauge may not be available. Any other unforeseen circumstances may also necessitate the imposing of any restriction.

5.4 Not often, the Railway is obliged to impose operating restrictions when the inward wagons at the depot sidings of the FCI are not released in time. Such a situation arose only recently in the depot in West Bengal where on account of slow releases at the various FCI depot sidings, the Eastern Railway imposed operating restrictions and transmitted it to the Railways from which booking of foodgrains traffic to West Bengal was taking place.

5.5 The operating restrictions become effective as soon as they are received at the station except when (a) the wagons have already been allotted according to the registration in the priority register, (b) the wagons are in the process of loading or (c) where the indenting consignors have been advised in writing to bring their goods to the station for loading prior to the receipt of the restriction message.

5.6 If the restriction is imposed subsequent to the registration of goods, the railway administration may either cancel the existing registrations to the restricted destination and order refund of registration fee or alternatively, the registration may not be cancelled but the wagons not supplied. In the former case, the consignor may be asked to remove the goods from the railway premises if the goods have already been brought. In the latter event, the consignor retains his original priority of registration on the priority register until booking is reopened.

5.7 Where however massive movement of foodgrains takes place in block takes, often the Railways show the special dispensation of keeping movement of foodgrains in block rates outside the purview of restrictions.

5.8 Special dispensation has also been given by the Railway Board exempting booking of levy sugar from the purview of operating restrictions and copy of the Railway Board's order is at Appendix-I. The operating restrictions whenever notified are either applicable until further advice or as temporary restrictions for a specified number of days. In the latter contingency, registrations can be accepted even though no loading can take place during the currency of the restriction. When however a restriction has been imposed until further advice, fresh registrations are ordinarily not accepted.

5.9 Every railway administration issues a consolidated restriction order indicating the restrictions in force every day to their divisional offices who in turn transmit the same to every station in their jurisdiction. It would not only facilitate movement but often save unnecessary effort and expenditure in sending goods to the railway station and back. If a bulletin of restrictions in force is maintained in the Regional Offices, District Offices and Depot Offices.

5.10 Civil Restrictions

At times restrictions are imposed by the State Govt. or the Central Government on the movement of certain commodities which cannot be despatched to either any, or some specified destination until they are covered by a special permit issued by a competent authority. In such cases the order imposing the civil restriction notifies the authority who is competent to issue the necessary permit and the required permit must be obtained before the goods required to be despatched are taken to the railway premises for booking. For instance in respect of the rice bran required to be booked on FCI account from different States to the Ujjain Plant, a permit from the State Government from which the movement takes place is required before the movement can be undertaken.
CHAPTER 6
REGISTRATION

6.1 Whenever a consignor intends to send his goods by rail, he has to indent for a wagon and for this purpose, he is required to fill in and submit a forwarding note to the Station Master of the loading station and deposit a registration fee. This is called registration of a wagon. The procedure in force on the booking of a wagon may or may not require the goods to be brought at the time of registration of a wagon. The registration fee which is required to be deposited with the Station Master as earnest money is Rs. 70/- for a BG wagon, Rs. 50/- for a MG wagon and Rs. 30/- for a NG wagon. The fee is the same whether the wagon is a four wheeler or an eight wheeler. No registration fee is leviable for registration of traffic in small quantities. The registration fee is refunded after the wagon has been supplied and loaded.

6.2 Wherever there is heavy loading by certain consignors, the railway administration grants the facility of lumpsum deposit and this facility is ordinarily availed of by the FCI also. Since May 1973 the Railway Board agreed to a lumpsum registration fee of Rs. 100/- to be deposited by the FCI with the station from where heavy movement of foodgrains takes place as a result of which any number of wagons—BG or MG—can be registered at such stations. A copy of the instructions issued in this connection is at Appendix II.

6.3 As per the practice obtaining on the Northern Railway, the registration for movement of special trains by the FCI is required to be made three clear days in advance of the date for which a special is programmed to be loaded. Since the supply of wagons by the Railway would depend on whether registrations for wagons have been made in time, the importance of timely registration needs no emphasis. At the same time, should the programme of loading of specials fall into arrears at a station or stations due to non-supply of wagons, it is also important that fresh registrations need not be made for other specials. For example, if three specials are programmed from the station Kallal on 20/5, 22/5 and 24/5 and despite the fact that registration for the first two specials having been made duly, loading has not commenced by 21/5, it would not be advisable or necessary to register wagons for the special programmed on 24/5.

6.4 The practice of registration of wagons 3 days in advance which is applicable in the case of special trains does not apply to registration for piecemeal wagons. In the latter case the registrations may be made as and when required.

6.5 On occasions, exigencies may arise which the programme of special trains may have to be modified as movement of foodgrains to a particular region may be required more urgently. In such cases registration for specials programmed for a particular station might have to be done earlier in co-ordination with the railway authorities be effected earlier.

6.6 Forfeiture

Registration fee is forfeited in the following circumstances:

(i) When the demand for a wagon is cancelled after the physical supply of a wagon registered for has been made;

(ii) When the demand for a wagon is cancelled within 10 days from the date of registration.

6.7 Change of Destination

Once a wagon has been registered for, a change of destination is normally not allowed by the Railways. Change of destination is however allowed in special circumstances when booking to the original destination or to the route via which the original destination is reached has remained closed for not less than 30 days after the date of registration and a change of destination has not been permitted earlier. In case, the above condition cannot be fulfilled, the registration has to be cancelled and a fresh demand giving a fresh destination registered.

6.8 On certain occasions, however, the Railway Board and the railway administration permit change of destination against indents already placed when circumstances like a change in allocation by the Department of Food to a State or States where food is required to be despatched urgently warrant such a course. This special dispensation is shown by the Ministry of Railways with a view (a) to maintaining clearances from the procurement areas and ensuring that the public distribution system is not disturbed (b) to utilizing the available rail capacity fully. A copy of D.O. No. TCR/1013/6/70 dated 29-9-1970 from the Railway Board to the Department of Food is at Appendix III and III/
CHAPTER 7
FIT WAGON

7.1 When registration for wagons has been made for movement of foodgrains, the Railway supplies wagons at the station at which wagons have been indented for. The responsibility for supplying wagons fit for the commodity to be loaded devolves upon the Railway. Not infrequently, however, even when wagons are supplied and placed in position for loading of foodgrains, For example, a wagon which may have been loaded with sulphur or coal may, after unloading and without proper cleaning at the destination, be supplied to the FCI for loading of foodgrains. On other occasions, the Railway may supply a wagon with a panel cut or a roof perforated. It is thus obvious that it equally devolves on the officials of the FCI to ensure that the wagons offered by the Railway are suitable for loading of foodgrains so that no damage, pilferage or contamination of goods takes place.

7.2 By their very nature foodgrains and fertilisers are commodities which require a covered wagon for their transport. On some occasions, however, when covered wagons are in short supply on certain sections of the Indian Railways and the need for movement of foodgrains is urgent, the FCI accepts even open wagons against the indents of covered wagons. But in that event special precautions are observed.

7.3 While accepting covered wagons for loading the following must be kept in view:

(i) The wagon must be water-tight. A wagon cannot be water-tight if there are holes in the roof or in the side walls. A visual examination of the wagon would ordinarily show that there are no holes either on the roof or in the walls of the wagon. The easiest way to ascertain this is to stand on the floor of the wagon with doors closed and to see if sun's rays come inside the wagon from any side. Is no circumstances are such wagons to be loaded.

(ii) At times, wagons with their panels cut may be offered for loading. In such wagons not only is pilferage possible but there is possibility of contents falling out of the wagon during transit. In no circumstances must a wagon with panels cut be accepted for loading of foodgrains/fertilisers etc.

(iii) Wagons whose floors have become oily on account of some oil consignment having been carried in them on a previous journey or are otherwise soiled because of some other obnoxious commodity likely to contaminate foodgrains must not be accepted for loading until these wagons have been got cleaned thoroughly.

(iv) A wagon whose doors cannot be securely closed and fastened is similarly unsuitable for loading of foodgrains as pilferage and shortage may result from loading foodgrain in such a wagon.

(v) There are some wagons which are either marked LT (which means for Local Traffic only) or POH (which means that they have to go to the workshop for periodical overhaul). These wagons must not be loaded unless the train examining staff of the railway have certified them as fit to proceed to the intended destination.

(vi) Finally, there may be wagons which are otherwise fit but may be unsuitable for loading of foodgrains according to FCI’s programme. For example, if movement in piecemeal is to take place and the FCI staff have indented for a four-wheeler wagon obviously an 8-wheeler wagon like the BCX if offered by Railway would be unsuitable since the FCI would be needlessly called upon to pay the freight on the carrying capacity. In these circumstances, either the wagon so offered must be refused or alternatively suitable remarks may be made in the forwarding note.

7.4 When due to shortage of covered wagons the Railway offers open wagons for loading these can be accepted only with the permission of the Head Office. Notwithstanding the permission of the Head Office being available, no loading in open wagons is to be resorted to in inclement weather. While loading open wagons the following precautions are to be observed. These have been jointly agreed to by the Railways:

(i) Each wagon on loading is to be covered by tarpaulins which after loading must be securely fastened by lashings and ropes. The tar-
(ii) Open wagon must always move in block rakes and the Railway would provide armed RPF escort from the forwarding station to the destination.

(iii) The Railway Board have agreed that in the event of damage taking place to the consignment loaded in open wagons due to rain, the railway administration will accept liability on a 50:50 basis.
CHAPTER 8
MECHANICS OF MOVEMENTS PLANNING

8.1 Considering that most of the available grain—both indigenous and imported—has to be moved out by rail by routes which are not only the most economical but also relatively easier i.e. where wagon availability is better, a close coordination is to be maintained with the railway authorities at all levels from the Railway Board down to the level of Divisional Control Office.

8.2 Factors to be kept in view in Planning Movement

Based on the figures of anticipated availability of the rabi harvest as given by the surplus States, meetings are held between the representatives of the Ministry of Agriculture (Department of Food) and of the Food Corporation of India in order to arrive at the quantum of marketable surplus. The bulk allocation of wheat to each State is also finalised in these meetings. This process is finalised by the end of March. Thereafter the requirements of transport for the marketable surplus are discussed by the representatives of the Department of Food and of the Corporation with the Railway Board and other railway authorities to work out the broad plan of movement and the requirements of wagons particularly on the Northern Railway.

8.3 A broad framework to ensure that movement from various sections of the Northern Railway to the various destinations is organised on a rational basis with as little cross movement as possible is also made out so that this is kept in view while drawing up fortnightly movement programmes. For this purpose it is well to remember that from Northern Railway sources there are 3 main streams:

8.3.1 the Eastern stream to West Bengal, Assam, Bihar and Orissa which passes via Mughalsarai.

8.3.2 the Western stream to Maharashtra, Gujrat, M.P., Rajasthan and Goa passes via Tughlakabad.

8.3.3 the Southern stream to Andhra Pradesh, Tamil Nadu, Karnataka, Kerala which passes via Balharshah.

8.4 Since from the Railway's point of view each of these streams has a different set of constraints both in regard to the sectional capacity as also junction limitations, wagons quotas are often indicated stream-wise.

8.5 Besides, since the magnitude of movements involved is huge, the despatches are almost entirely in block rakes which usually proceed from one fixed point to another without any shunting or remanipulation enroute. A broad gauge block rake special ordinarily consists of 70 wagons (in terms of 4-wheelers) equated for statistical purposes to 1600 tonnes. On certain sections of the Railway however, smaller trains can be hauled. A metre gauge special consists of 50 wagons (in terms of 4-wheelers)—equated for statistical purposes to 750 tonnes. A block rake of BOX type wagon ranges from 20 to 25 BOXs depending upon the various sections. At times when sectional capacity is the hurdle, the railway administration adopts the expedient of running double rakes with double-headed locomotives.

8.6 The running of block rakes however imposes a further constraint inasmuch as loading has to be organised only at those stations where facilities (in terms of line and platform capacity, stacking accommodation, covered sheds, easy accessibility to the grower etc.) exist. At times two or even three nearby stations which can between them load a complete block rake are grouped together. Correspondingly, at the receiving end only such points are nominated as can handle the unloading of a full block rake. Here too, on occasions a set of 2 or 3 nearby points which between them can handle a block rake can be considered as suitable destination in coordination with railway authorities. The block rake loading and unloading points are given in Appendix IV and V.

8.7 Transhipment points where contents of wagons of one gauge have to be transhipped into wagons of another present another constraint since the railways capacity for transhipment at each of the break-of-gauge points is limited. Normally the BG traffic meant for North Bihar has to be transhipped at Garhara and for Assam and NEF Region at New Bongaigaon. As such ordinarily not more than 1.5 special per day can be planned via these points. Despatches to other destinations which have to be transhipped at, enroute have similarly to be limited to the transhipment capacity of the transhipment point.
8.8 In view of the inadequate availability of covered wagons for loading of foodgrains a device which has to be adopted to move the foodgrains is to load them in open type BOX wagons. Even though this arrangement is not altogether satisfactory inasmuch as foodgrains loaded in open type wagons are susceptible to pilferage and damage, on occasions, it becomes inescapable because of the urgency of movement and the requirements of the needy States. Railways have agreed that whenever BOX type wagons are loaded, the railway administration will provide proper sized tarpaulins with lashings and rope fastenings and in the event of damage to foodgrains, would accept 50 per cent responsibility.

8.9 The Railways have laid down a rationalised scheme of movement which ensures broadly the optimum use of the available line capacity on the one hand and elimination to the extent possible of cross movement and longer routeage on the other. Such rationalisation is very essential since despatches which are concentrated on various sections of the Railway have to be effected to various parts of the country. The Rationalisation Scheme is discussed in some detail in Chapter 3.

8.10 Movement to Jammu & Kashmir is permitted primarily from stations on the Jullundur-Pathankot and Amritsar-Pathankot sections so that better utilisation of railway wagons is ensured.

8.11 While planning specials for Delhi Cantt. which is served by sidings of both BG and MG care has to be exercised to see that the special trains from both the gauges do not come to the depot at one and the same time as handling presents a problem.

8.12 Even in regard to piecemeal loading of foodgrains which takes place at various stations, the Railway is inclined to insist on some minimal directional planning so that to the extent possible the piecemeal loading at various stations on a section yields a full train load of wagons which get collected at a depot station on one end of the section and then run as a block rake.

8.13 Very nearly the same procedure is followed in respect of the kharif crop and meetings are held before the commencement of the harvest i.e. some time in October to consider the anticipated availability in the various surplus States and on that basis to make allocation to the States.

8.14 The fortnightly movement programmes which follow are framed very nearly on the same lines as for the movement of rabi stocks. Inter-state movement of rice has some peculiarities owing mainly due to the consumer preference for certain qualities of rice grown in different parts. The result is that in the movement of rice, an altogether rational movement plan is not always possible.

8.15 Fortnightly Movement Programmes

Within the broad framework indicated above, Fortnightly Movement Planning Meetings are held in the Head Office of the Food Corporation usually about 3 or 4 days before the commencement of each fortnight. These meetings are attended by representatives of the State Government of Punjab, Haryana and U.P. and of the Regional offices of the FCI and representatives of the Northern Railway. At these meetings the loading agencies furnish figures of the stocks available for movement in terms of special trains from different sections of the Northern Railway. The total offerings are then juxtaposed against the constraints of rail capacity on each section and a programme of loading is drawn section-wise. For instance, on Ludhiana-Ferozepur Section which has a sectional capacity of 1.5 special trains per day, 23 block rakes can be loaded in a period of 15 days. On this section, the chief loading points are Moga (single-point loading), Jagraon (single-point loading), Mulanpur (single-point loading) and Talwandi (piecemeal loading). If the FCI and the Punjab Government offer stocks equivalent to 23 special trains, all that is necessary is to make out a programme of loading. If on the other hand, the offering is more, a pro-rata cut is imposed on the offering of the different loading agencies. Rail capacity available at the various sections is shown in Appendix VI.

8.16 When the fortnightly movement programme has been settled, the representative of the FCI who is based in the Central Control of the Northern Railway is advised to repeat on the telephone the programme of specials from each station of Northern Railway 3 days in advance so that tenders are offered in time by the representative of the FCI or the loading agencies, and are accepted by the railway staff even if a formal programme has not yet been received.

8.17 Almost the same procedure is followed in regard to drawing up of movement programme of rice in other surplus States. The movement programme meeting for movement of rice from Madhya Pradesh and Orissa are held with the South Eastern Railway authorities and of rice from Andhra Pradesh and Tamilnadu with the South Central and Southern Railway authorities. These are attended on behalf of the Corporation by representatives of the Eastern and Southern Zonal offices respectively.
8.18 Movement from Ports—Imported Food Grains and Fertilizers

Keeping in view the programme of arrival of ships and the anticipated discharge at each port on the one hand and the quantum of local delivery export on the other, a daily quota of wagon supply at each port is arrived at in coordination with the representatives of the Railway Board and the Department of Food. Here also the stress is on a rationalized direction movement (Appendix VII, VII-A./VII-I) though at times due to various exigencies, it becomes necessary to deviate from such a scheme. In order to avoid congestion at the destinations, a list of approved terminals of Fertilizers in block rakes is given in Appendix VII-2 to VII-2-B (Rly. Board No. 75-TT-III/35/10 dt. 13-10-76 and 11-1-77).

8.19 Day-to-day watch over Movement—Indigenous Foodgrains

Day-to-day watch on loading from Northern Railway is maintained by the Planning Cell of the Head Office through its representative in the Central Control of the Northern Railway. For this purpose 3 statements are prepared daily:

8.19.1 A statement showing the number of wagons loaded and the outstanding registration on the Northern Railway Division-wise and gauge-wise. This statement shows the loading from Punjab, Haryana, U.P. and Delhi State-wise.

8.19.2 The quantum of loading for the various States as also progressive loading during the month vis-a-vis allocation to each State. This helps the Head Office in maintaining movement to all States in conformity with the allocations.

8.19.3 Comparative loading figures on both BC and MG comparing the performance of movement of the current month with the corresponding month of the previous year. This statement also indicates the number of special trains in arrears on a particular day, the number of specials despatched, the number made over at Mughalsarai and Tughlakabad and the number running on the Moradabad, Lucknow and Allahabad Divisions.

8.19.4 Imported Foodgrains and Fertilizers—Against the monthly allocations from Ports to various Regions, day-to-day watch regarding the clearance of cargoes both by Rail and Road is also maintained in the Head Office so as to avoid congestion in the Transit Sheds by keeping the level of clearance compatible with the pace of daily discharge. For this purpose the relevant information is obtained from the Daily Port Position Telegrams/Telexes and 3 statements are prepared daily in Head Office as per the proformae shown in Appendix VII/3 to VII/5.

8.20 The day-to-day watching by the Head Office is made possible through the agency of our Liaison Officers posted in the Central Control of the Northern Railway in Ambala, Ferozepur, Delhi and Mughalsarai Control. These Liaison Officers in turn keep in close touch with their counterparts on the Northern Railway so that in the event of any difficulty arising, the movement plans can be modified to suit the changed conditions.
CHAPTER 9
LOADING

9.1 Loading of foodgrains on behalf of the FCI is undertaken at various sidings, depots and railway stations as well as at ports. The movement is massive and necessitates great care so that the FCI is not put to any unnecessary loss.

9.2 Firstly, it is of course important that to the maximum extent possible the transport of foodgrains should be in covered wagons. Since, as explained elsewhere, the movement is so massive that it would be impossible to undertake it if the transport were to be confined only to covered wagons, loading in open wagons has to be resorted to. Detailed instructions in this regard are contained in the Movement Circular of 31-3-1969 (Appendix-VIII). Briefly these instructions aim at the following :

9.2.1 The Railway would afford maximum possible assistance by way of transport of foodgrains in covered wagons.

9.2.2 Where it is not possible to meet in full the demand for covered wagons, the short-fall would be made good by the railways by pressing into service open wagons.

9.2.3 For this purpose, against the demand for covered wagons, the maximum possible supply of covered wagons would be made and the balance requirement met with open wagons (Note : Thus it is not necessary to place indents specifically for open wagons for transport of foodgrains and the indents should be made for covered wagons.).

9.2.4 When open wagons are supplied against indents for covered wagons the liability for destruction, deterioration or damage which may result from the goods being carried in opens would be shared between the Department of Food/FCI and the Ministry of Railways on 50 : 50 basis.

9.2.5 When open wagons are loaded with foodgrains the movement should be in block rakes. The loaded wagons must invariably be covered with proper sized tarpaulins to be supplied by the Railways and such tarpaulins should be securely fastened by lashings and ropes which too would be supplied by the Railways.

9.2.6 In open wagons, the loading should be in pyramid style to minimise the damage on account of weight.

9.2.7 Each block rake of open wagons would be escorted by a squad of the Railway Protection Force.

9.2.8 Arrangements must also be made to have block rakes of open wagons inspected on the way at specified points in coordination with the railway authorities, particularly to see that the tarpaulins have not been disturbed or displaced and if they are, to secure them in position.

9.3 It is furthermore necessary that the following precautions are taken while loading a wagon :

9.3.1 The wagon must be properly inspected to see that it is water-tight, dry and clean and generally fit for loading. (For fitness of wagons, see also chapter 7).

9.3.2 The doors should be checked up to see whether they can be firmly closed.

9.3.3 Bags of foodgrains must be loaded 18" away from the wagon door on either side. This obviates the chances of bleeding through flap doors. Ordinarily, damage of 3 bags is required to be provided by consignors in the case of consignments of foodgrains. The Department of Food and the FCI have got a special exemption from providing the damage.

9.3.4 Wagons must be evenly loaded so that all springs bear equal load. No overloading beyond the carrying capacity and the additional permissible load should be done.

9.3.5 Use of iron hooks should be avoided as far as possible.

9.3.6 When monsoon is approaching, the Railways must be advised in writing that open wagons should no longer be supplied and for this purpose a notice of 7 days should be given to the Railway Administration. In the absence of such notice the Railway Administration may continue to supply open
wagons against indent for even covered wagons.

9.3.7 As mentioned above, the enhanced carrying capacity of the wagon as permitted by the Railways must be made full use of to avoid under-utilisation of the capacity which results in both higher freight as also lower clearance of foodgrains.

9.3.8 Whenever foodgrains are loaded in open wagons the top layer of the bags should be black-lined even though the wagon may be covered by tarpaulin. The black line on the top layer of the bag serves as a check-line which enables the staff to ascertain by visual inspection of the wagon whether any bags are missing. The number of bags black-lined should be noted on the seal cards.

9.4 After loading is completed, wagons are sealed and riveted by the railway staff. While riveting of wagons is aimed at preventing thefts and pilferage, the sealing of wagons serves the purpose of localising such thefts. The sealing is done in such a way that it is not possible for any person to get into the wagon and remove the goods without breaking the seals. At present the railway uses two types of seals, lead seals or wax seals. Further research is being conducted on the Railways to evolve a still better and more tamper-proof type of seals.

9.5 There are a number of stations where loading of specials is programmed even though platform lines are not provided. Here, the understanding is that when the line is properly dressed up and facilities for road vehicles to approach the line exist, the FCI would not insist on a goodsede or a platform line being available in order to load a special. The reason is that adequate facilities compatible with the requirements of the massive movement which the FCI is called upon to undertake do not exist even though they are being steadily enhanced.

9.6 Consignments of foodgrains must be brought to the station of loading well in time so as to complete the loading within permissible time in order to avoid demurrage to wagons. Where sufficient stocks are not available for loading, timely information should be given to the railways so that the rolling stock is not supplied.
CHAPTER 10

UNLOADING

10.1 Once a railway wagon has been loaded, it must move to its destination where it would be unloaded and then taken again to the next loading point to complete the cycle. Any abnormal delay at any stage and particularly at the unloading point would disturb the cycle and the result would be disruption of railway operation generally and lesser availability of wagons. Since movement of foodgrains takes place on a massive scale and is concentrated in certain months, the need for ensuring that no detention or hold-up takes place to loaded wagons at the terminals is obvious. Furthermore, apart from affecting the availability of wagons at the despatch points, detention to wagons at the terminals results in large sums of money becoming payable as demurrage.

10.2 The Railways have prescribed limited free time for unloading of wagons which in most cases is only 5 hours. Details of the free time allowed are given in Appendix—IX. On occasions there have been certain minor modifications in the free time allowed but by and large the present pattern has been prevalent over a long time.

10.3 The free time starts from the moment the wagon is placed in position. It is necessary to know what is meant by the expression “wagon placed in position”. In an ideal situation a wagon should be unloaded only when it has been placed on a platform provided with a covered shed and proper approach road. This is however not always possible as considering the massive movement of foodgrains involved which often takes place in block rakes, wagons are at times placed even on a ground level siding without a platform or a covered shed. Generally, whenever wagons are placed on such a siding prior consultation with the FCI takes place and an understanding is arrived at as to the feasibility of unloading of wagons at that siding. At times disputes in this regard have arisen. It is well to understand that is these matters understanding with the local railway officials is of utmost importance so that each other’s point of view is understood and appreciated. From the FCI’s point of view, it must be ensured that the feasibility of trucks approaching the railway line from the road exists and the facility of stacking of bags is also available.

10.4 In the case of an FCI siding, a wagon would be deemed to have been placed for unloading and made over to the siding user (in this case the FCI) when:

10.4.1 the wagon has been placed at the point of interchange;

10.4.2 the siding user has been informed in writing that the wagon has been so placed. The information about placement is given on a siding voucher whereafter the responsibility of the railway ceases.

10.5 Conversely the wagon would be considered as having been returned to the railway as soon as it has been placed at the point of interchange and made available for removal from the siding. The Station Master has to be informed in writing of this fact.

10.6 To avoid delay in the release of wagons, the following precautions have to be observed:

10.6.1 The despatching stations must advise the despatch particulars of the wagons through telegram/savingram to the receiving station.

10.6.2 The Movement Liaison Officers of the FCI based at important junctions like Mughabgarh, Tughlakabad etc. must advise the destination station about the passage of special trains for those destinations by telegram/savingram.

10.6.3 In case any diversion is affected of a special rake either because of the requirements of the FCI or due to exigencies of railway operation, the information should be conveyed telegraphically to both the original destination and the revised destination.

10.6.4 A close liaison should be maintained with the local railway officers and the central office of the concerned Railway Division so that advance information is available in regard to approach of the expected rake/rakes of foodgrains.

10.7 As soon as information is available in regard to approach of a loaded block rake or wagons, the depot at the destination must make adequate arrangement for labour as well as storage space.
10.8 If due to labour strike or any other unforeseen reason, hold-up to wagons is anticipated, it would be the duty of the FCI official at the destination depot to request local railway officials to hold back the wagons and to advise the FCI officials at the despatching end to suspend further loading until the difficulty is overcome.

10.9 In case, heavy accumulation of wagons awaiting release has taken place or is likely to take place, the FCI officials at the destination depot must alert the movement branch of the Regional Office so that the possibility of diverting some of the wagons in the pipeline can be considered without loss of time.
CHAPTER 11
TRANSHIPMENT

11.1 The railway system in India has 3 gauges, viz., the broad gauge, the metric gauge and the narrow gauge. If stocks from certain surplus areas which are served by the broad gauge system have to be sent to certain deficit areas which are served by metre gauge, this necessarily involves transhipment of the contents of the BG wagon into other wagons which can run on metre gauge. Points which are served by both the gauges and where the contents of a wagon of one gauge are transferred to a wagon of the other gauge are called transhipment points.

11.2 Wheat—Whether indigenous or imported—moves mostly from sources which are served by BG but has often to be sent to destinations served by MG e.g. North Bihar and Assam. Contrary-wise, rice has at times to be moved from stations on the MG section of Andhra Pradesh or Tamil Nadu to certain places in Kerala which are served by BG. Less frequently movement of foodgrains even take place from areas served by N.G. e.g., stations like Dhamari, Rajim, etc. in Madhya Pradesh to destinations in Kerala and West Bengal served by B.G. stations.

11.3 Transhipment, acting as it does as a bottleneck in continuous movement, naturally slows down movement. The railway administration has to synchronise the arrival of matching rolling stock of the two gauges which is not always possible. Even if the requisite rolling stock of both the gauges can be worked into the transhipment points, there are other limiting factors like platform capacity, the staff and labour available, etc. Each transhipment point thus can handle only a limited number of wagons which is called its capacity. A list of important transhipment points on the Indian Railways is shown in Appendix-X. For foodgrains, the transhipment points mainly used at present are: New Bongaiyon, New Jaipur, Delhi, Sarai Rohilla, Gharda, Manduadih, Trivandrum, Maula Ali and Arkonam. Other transhipment points too are utilised whenever the need arises.

11.4 Ordinarily for every 2 BG wagons that have to be transhipped at a transhipment point, 3 MG or 5 NG wagons would be required to transfer the goods from BG to the smaller gauge. As stated above, for continuity of operation, it is essential that a fleet of rolling stock of the opposite gauge be available at the transhipment point so that the loaded stock is not detained. At times, empty wagons keep idling at transhipment point for arrival of loaded stocks from the other gauge. More often, however, it is the loaded wagons of one gauge which keep waiting for days together for empty wagons of the other gauge to arrive and receive the contents. It is very rare that at any transhipment point the arrival of loaded wagons of both gauges is equally matched.

11.5 Such being the situation, rational movement of foodgrains from one part of the country to the other must take into account the restrictive effect of transhipment enroute and to the extent possible movement must be so organised that the despatching point and the destination lie on the same gauge. A route involving transhipment must be resorted to only where such a course becomes inescapable or is decidedly more economical. Since a movement which involves transhipment would be necessarily slow, it would be particularly unsuitable where an immediate movement is needed as there is every likelihood that the stocks of foodgrains would not reach destination in time.

11.6 The limited capacity and the slow speed of routes involving transhipment are not its only handicaps. Heavy shortages/damages often occur at transhipment points. For want of due care in documentation at transhipment points, a large number of wagons become missing or unconnected after transhipment on their onward journey which in turn on occasions results in double payment of freight in several cases.

11.7 When transhipment is likely to be involved the following points should be kept in view:

(i) If by injecting road movement on a relatively short section either from the despatching point or near the receiving end, it is possible to avoid transhipment on the major part of the route, the economics of this is worth going into carefully. For instance, in normal times Gujarat which is a deficit State and served mostly by MG has to be fed from Punjab and Haryana where railway network is mostly BG. To avoid transhipment, however, stocks from the nearest mandis of Punjab and Haryana are often brought to MG railheads like Sirsa, Kotkapura, Muktsar, etc. and thereafter movement to Gujarat is organised by the all MG route.
(iii) Care has to be exercised while planning of movement via transhipment point to see that the number of wagons is in tune with the handling capacity of the transhipment point on the one hand and the train load of the opposite gauge on the other. It is keeping this in view that some time ago, for food-grain traffic passing via New Roagignon which can handle about 200 BG wagons per day, a quota of 70 BG wagons of foodgrains had been fixed.

(iii) Care must also be taken while planning the movement to indicate the particular transhipment point through which movement is being planned.
CHAPTER 12
RAIL-ROAD COORDINATION

12.1 Movement of foodgrains as indeed of most of other commodities is more economical by rail than by road, freightwise. In fact, in recent years, due to the sharp hike in the prices of petrol and diesel, the gap in the freight of the two modes of transport has tended to widen even further.

12.2 Railway wagons are, however, not always freely available for transport of foodgrains. The Railways have other competing demands upon them. They have to haul not only foodgrains but other essential commodities like coal, cement, salt, iron, gypsum, manufactured goods and so on. Often therefore, the Railways discourage utilisation of their fleet of wagons for short distance traffic. In fact, for short distance, road transport on many occasions works out to be more economical and expedient than rail transport. Furthermore, since foodgrains must be moved from surplus areas to deficit pockets to feed the public, road movement has, of necessity, to be resorted to at times.

12.3 The rules of the FCI therefore permit the Regional and the Zonal Managers to undertake movement up to certain prescribed limits by road and even beyond these limits road movement can be authorised by the Head Office. A copy of the current rules is at Appendix XI and XI/1.

12.4 The efforts of the Food Corporation have to be so directed that road movement is undertaken not merely to substitute rail transport where the latter is not available but to inject small doses of road transport in a manner whereby these act as a complement to rail transport so that in the result, quicker and more efficient transport becomes available. Some examples of such coordinated transport are given below:

12.4.1 As explained in Chapter 11 dealing with transhipment, faster movement can be achieved by moving stocks by road to railheads which lie on the same gauge as the destination or contrary-wise at the receiving end such stocks are moved by road to the consuming point in order to avoid transhipment.

12.4.2 As brought out in Chapter 8 dealing with Movement Planning, loading of foodgrains in block rakes helps to accelerate movement. There are, however, certain stations from where loading of a full block rake is not feasible. If movement has to be undertaken from these stations in piece-meal, the stocks may reach the destination inordinately late. In such circumstances therefore, it is often expedient to move foodgrains stocks over short distances to places from where block rakes can be loaded.

12.4.3 By its very nature, the fluidity of railway operation depends on wagons being readily offered for loading at places where such wagons arrive with inward goods. If such wagons are not utilised at the points where they are released they are apt to get scattered. It is often, therefore, expedient to transport stocks of foodgrains over short distances from one point to another where inward loaded wagons materialise.

12.5 Apart from these broad considerations however often road movement has to be undertaken in other emergencies where foodgrains have to be rushed from one part of a Region to another or even from one Region to another when scarcity conditions exist and the ordinary delays involved in transportation by rail cannot be encountered.

12.6 But with all that is stated above it is to be borne in mind that before road transport is undertaken, each case must be subjected to a thorough examination and the authority ordering road transport must satisfy itself that it is in the overall interest of the Corporation to resort to road transport in preference to the cheaper mode of rail transport.
CHAPTER 13
BOOKING AND DELIVERY OF CONSIGNMENTS

A. BOOKING

13.1 Forwarding Note

A forwarding note is a notice to the Railway Authorities offering a consignment for despatch by rail from one station to another. A specimen of the forwarding note is reproduced at appendix XII. Loose forms of forwarding notes are available at all stations and pads containing forwarding note forms can be had from the railways at a nominal charge. For the sake of convenience, sufficient number of such pads should be stocked by officials who have to book consignments frequently on behalf of the Corporation. If the stations are not in a position to supply the pads, the Divisional Commercial Superintendent of the Railway concerned should be addressed.

13.2 Execution of Forwarding Note

Every consignment must invariably be accompanied by a proper forwarding note which must contain a declaration of the number, weight and description of the goods, the name and address of the consignor and consignee, the destination station and the route by which the goods are to be booked. Remarks as to the nature of defective condition of the consignment if any should be clearly recorded. Incorrect remarks should not be made on the forwarding note merely at the instance of the station staff. Railway staff are forbidden to pass any remark on the forwarding note in their own handwriting in regard to improper packing or defective condition of goods, as the remarks which have not been recorded by the sender or his agent do not afford any protection to the Railways in law court with regard to damage, deterioration or loss of goods in transit.

13.3 Marking

Every package in a consignment should be marked legibly with the name of the station from, station to and name and address of the consignor and consignee along with a private mark to distinguish the FCI consignments. However, in case of wagon load consignments, not requiring transhipment, 10 per cent of the packages may be marked in the above manner.

13.4 Weight

In case of wagon-load consignment of foodgrains, sugar and fertilizers etc. the weight declared by the Corporation may be checked by the Railways by weighing a portion of the number of bags and averaging their weight. The proportion weighed should not be less than 10 per cent at large stations and 20 per cent at other stations.

13.5 Preparation of Railway Receipt

After the goods have been carefully checked, counted, weighed and examined from the point of view of compliance of the packing conditions etc. and freight and other charges have been calculated and entered in the forwarding note by the railway staff, Railway Receipts are prepared. These are prepared in different forms for 'To pay' and 'Paid' traffic. In case of wagon load traffic, Railway Receipts are issued only when the consignments have been loaded into the wagons to the entire satisfaction of the railway staff. While accepting railway receipts, FCI staff should ensure that the foil marked 'receipt-foil' is obtained and not the 'Accounts' or 'Invoice' foil.

13.6 In order to ascertain the total number of the consignments booked between any two stations during a particular period, invoice numbers are given by the stations consecutively commencing from number 1 on 1st April and 1st October each year. This number is mentioned on the railway receipt and generally quoted by the railway in correspondence regarding claims, refunds, etc.

13.7 When consignments are booked and loaded at the railway station and the railway staff have the opportunity to supervise the consignments at the time of loading, the Railways will normally issue clear railway receipts specifying the number of bags loaded in the wagon. Where the consignments are loaded in private siding and the railway staff have no opportunity to supervise the loading, they will issue 'said to contain' railway receipts. At places where the Railways have provided tally clerks in the depots and private sidings at the expense of the Food Corporation, the Railways will issue clear railway receipts.

3 FCI/77-5
It is in the interest of the FCI that railway receipts are clear and the FCI staff should endeavour to obtain clear railway receipts to the extent possible.

13.8 Railway receipts when received should immediately be sent to the consignee under registered post acknowledgment due to enable the latter to obtain delivery of the goods at the destination station.

13.9 Quick Transit Service

Quick Transit Services are available between certain pairs of stations as per terms and conditions notified by the respective railway administrations in their tariffs and circulars etc. The Railways undertake to make available for delivery at the destination consignments booked under this scheme within a specified number of days on recovery of an extra charge known as 'O.T.S. Charge' in addition to the freight charges due. In case, the consignment is not made available for delivery within the stipulated time, the O.T.S. Charges are refunded by the Railways.

B. DELIVERY

13.10 Delivery of consignments is affected by the Railways on production of railway receipt and on payment of freight and other charges, if any. The correctness of the freight shown should be checked before payment of freight. Delivery can be effected to the consignee shown on the invoice or the endorsed consignee.

13.11 Procedure of delivery when R.R. is not available

When the railway receipt is lost or not available, delivery of goods is granted on execution of a stamped indemnity note as per specimen at Appendix-XIII. The maximum value of the consignment which may be delivered by the station master on a presentation of an indemnity note is fixed by each railway administration. The delivery of the consignments whose value exceeds this limit is granted after obtaining orders of the Divisional Supdt. of the Railway concerned. In case of FCI consignments Station Masters are authorised to grant delivery indemnity note irrespective of the value of the goods. In case of consignments booked to 'self' two stamped indemnity notes have to be executed i.e. one by the consignor at forwarding station duly signed and stamped by the Station Master of the forwarding station and the other by the consignee duly signed and stamped by the Station Master at the destination station.

13.12 General Indemnity Note

As a facility to consignors despatching heavy traffic by rail and in order to avoid execution of Indemnity Note for each and every such consignment, a general indemnity note in the form given at Appendix-XIV may be executed by the consignee for affecting delivery of all consignments booked to him. When consignments are delivered on the authority of the General Indemnity Note, railway receipt has to be surrendered within 10 days of the date of delivery. In case the railway receipt is lost or is not available for any reason, a separate Indemnity Note is executed by the consignee in respect of consignments so delivered. If the original railway receipt is not surrendered and even a separate Indemnity Note in respect of such consignments is not executed, the Station Master may refuse to deliver further consignments on the strength of General Indemnity Note. Railway administration may exercise the right to require the execution of a fresh general Indemnity Note on the expiry of 3 years.

13.13 When a wagon is placed for unloading, seals and labels are to be removed only by the railway staff detailed for supervising the unloading of wagons, and rivets should be cut in their presence. In removing the seals, the tape should be cut carefully so as to leave the seals intakt. The whole of the tape, the seal and the label are carefully preserved for six months. In case of shortage etc., these are sent by the railway staff to the concerned Claims officers along with the missing goods report form.

13.14 Defective condition of consignments delivered

When the condition of the consignment is found defective at the time of delivery or the number of packages are found short, a remark to this effect must be passed in the delivery book. The railway staff cannot deny this privilege to the consignee. However, if the remark made is unfair in his opinion, the railway staff may pass a counter-remark and get it signed by two independent witnesses. In respect of a 'said to contain' railway receipt, remarks for the actual number of bags delivered may be passed in the delivery book. A copy of such remark should be obtained and sent to claims office while preferring claims.

13.15 Receipt of Excess bags at destination

Sometimes bags are received in excess in seal intact wagons at the destination. The delivery of such bags should be taken as indicated below:

13.15.1 In case excess bags are found in the consignments covered by clear railway receipt at destination, the delivery of such excess bags will be taken on valuation and on indemnity note.

13.15.2 In case excess bags are found in consignments covered by 'said to contain' railway receipts
the delivery of such bags will be taken on indemnity note without valuation.

In either case additional freight charges, if due, would be payable in respect of such excess weight delivered.

13.16 Partial delivery of consignment

The consignee must take delivery of goods forming part of a consignment whenever these are available for delivery notwithstanding the fact that the remaining goods are short or damaged or have not arrived at the destination or are otherwise not available for delivery. Freight charges in such cases are to be paid for the entire consignment and a partial delivery certificate for the portion of the consignment not delivered is issued by the Railway. This certificate is to be deposited with the Railway when the balance consignment is delivered. If the consignee does not take delivery of part of a consignment which is available for delivery, the wharfage charges as per rules become payable if the same is not removed within the free time allowed for this purpose.

13.17 Open Delivery of Consignment

When a consignment arrives at destination with packing damaged or shows signs of having been tampered with, open delivery may be demanded from the Railways. This can be granted either by the Station Master or by an authorised officer of the Railway in presence of a representative of the Railway Protection Force. At stations, where the Station Master is not authorised by the railway administration, he will at once refer the matter to the Claims Inspector of the Railway for necessary action.

13.18 Damage or Deficiency being noticed

If any damage or deficiency is noticed before or during the unloading of a wagon, the Station Master and representative of the Railway Protection Force and the Government Railway Police must be sent for, if available at the station and consignment checked in their presence. The result of the check must be recorded in the unloading book and signed by the railway representatives in whose presence the contents of the wagon were checked. The exact condition of the package or bag found damaged or pilfered, should be recorded along with the result of reweighment. The whole consignment of which the package or bag in question forms a part, should also be re-weighed and result recorded. Record of such damage and deficiencies is also maintained by the Railway in a register known as “Damage and Deficiency Register”.

13.19 Assessment Delivery

When a consignment is received at destination with its contents damaged, every effort must be made to have the damage assessed at the time of delivery. Station Masters who are authorised to give such assessment of damages should themselves arrange to give delivery of consignments immediately. In cases where the extent of damage is estimated to be more than the limit up to which the Station Master is authorised, the latter would arrange delivery on assessment by the authorised railway officer who would be called for telegraphically for this purpose.

13.20 Reweighment

Consignments on arrival at destination can be reweighed either by the Railway of its own accord or at the request of the consignee on payment of reweighment charges as per rules. Difference between the invoiced weight and the weight found on reweighment may be neglected if the difference does not exceed 2 per cent, provided the total difference on the whole consignment does not exceed 2 quintals per 4-wheeled wagon. In case the difference in weight exceeds these limits, then the freight charges for the entire overweight so detected have to be paid.

13.21 Diversion, Rebooking and Reconsignment

At times it may be necessary to divert, rebook or reconsign wagons for one reason or the other. An officer of the Corporation not below the rank of District Manager may authorise the same. The procedure to be followed is given below:

13.21.1 Diversion

Diversion of a consignment can be affected before it has reached its destination and while the consignment is still in transit. In such cases, an application should be made to the Divisional Supdt. in whose jurisdiction the destination station or originating stations fall. Full particulars of the consignment, namely station from, station to, invoice/R.R. number, date of booking and number of wagons etc. should be mentioned in the application. The altered destination and the name of the fresh consignee should also be indicated. A copy of this application should be handed over to the Station Master concerned. Original railway receipt should also be presented while making application for diversion. A diversion fee of Rs. 50/- per wagon is payable. Occasions for diversion arise either when heavy accumulation of wagons occurs for a particular station or when stocks have to be diverted to another destination to meet a sudden shortage. Diversion should, however, be avoided as far as possible.
13.21.2 Re-booking

Re-booking means the booking of a consignment to its original forwarding station or to any other station after it has reached its destination, but before taking delivery. In such cases application should be given to the Station Master of the station where the goods are stored. Original railway receipt should also be surrendered along with the application. When the consignment is rebooked then the freight and other charges due, if any, for the original transaction are shown as 'paid on' charges on the rebooking railway receipt and are to be paid at the new destination station along with the rebooking freight. If the condition of the consignment is defective, then rebooking may be done after rectifying the defect or after passing a remark to this effect on the forwarding note which should be executed for this purpose.

13.21.3 Re-consignment

This refers to fresh booking after the consignment has been received at the destination and has been taken delivery of by the consignee. Normally the fresh booking has to await its turn in the order of priority but in special cases such booking may be permitted out of turn by the railway administration.
CHAPTER 14

SIDINGS

14.1 An extension of the railway track laid out to facilitate handling of the traffic of a factory, mill or other industrial or commercial establishment or a government department under a special agreement entered into with the concerned zonal railway is called a siding. A siding may be an assisted siding or a private siding.

14.2 The terms and conditions according to which the siding is worked are incorporated in an agreement which every siding user must execute with the railway authority.

14.3 While each railway siding has special features of its own, broadly a siding agreement provides for the following:

14.3.1 Except where otherwise provided the sidings are open for booking and delivery of wagon load consignments only.

14.3.2 No traffic other than that of the siding user or other than such as can be reasonably regarded as necessary for the requirement of the siding owner would be accepted for booking from and to the siding except with the written permission of the railway administration.

14.3.3 Where the services of a siding clerk or clerks are required the salary, allowances and contribution to provident fund and other incidentals for such staff are borne by the siding owner.

14.3.4 When goods are sent to or from the siding, the freight is charged as if the goods were sent to or from the station serving the siding supplemented by siding charges which are worked out on the basis of a prescribed formula and duly notified.

14.3.5 Generally advance intimation is given to the siding user as to the expected placement of wagons a day in advance so that the siding user can arrange for labour etc. for loading and unloading of wagons.

14.4 Importance of sidings to the FCI

Since the FCI is required to undertake massive movement of foodgrains from the surplus States as also from the ports and since adequate facilities are often not available at goods shed wharfs of railhead station for loading and unloading of block rakes, the FCI often acquire railway sidings contiguous to most of its important godowns. This facility enables loading and unloading of wagons in the immediate vicinity of the godowns and obviates transport of a large number of bags of foodgrains etc. to and from railheads thus saving the FCI huge expenditure which would otherwise be incurred in arranging road transport from the railheads to its godowns and vice-versa.

14.5 A list of the railway sidings used by the FCI is at Appendix XV.

14.6 Shunting and placement of wagons in FCI’s sidings

In all the railway sidings attached to the FCI godowns, the shunting and placement of wagons are conducted by the railway through its own staff and locomotives.

14.7 Wagons are deemed to have been placed in sidings and made over to the siding user when (a) the wagons have been placed at the mutually agreed point which is known as the point of interchange, and (b) the siding user has been informed in writing that the wagons have been placed.

14.8 Similarly, wagons would be considered to have been returned to the railway as soon as these wagons have been placed at the mutually settled point of interchange and are available for removal from the siding. The Station Master must be informed in writing that the wagons are available for removal wherever so prescribed.

14.9 For giving the advice of placement and removal, printed vouchers which are serially numbered in two counterfoils have to be written out. Of these, one is for railway record and the other for the siding user. The signatures of the siding user are obtained at the time of placement. Correspondingly the signatures of the railway representative should be obtained at the time of release of wagons or when wagons are available for removal. A separate voucher may be issued for each trip at sidings where the siding charges are fixed on per trip basis (See paras 14.10 and 14.13 below).
14.10 For this purpose, a trip means the movement of a railway locomotive from the serving station to the siding for placement and removal of wagons and return to the railway station irrespective of the number of wagons whether loaded or empty hauled by the locomotive. The details of wagons placed or pulled out should be entered on the reverse side of the voucher. Should a light engine be sent to the siding for pulling out wagons whether loaded or empty, this fact should also be recorded on the siding voucher.

14.11 Where 'pilot-to-pilot' system exists, the placement and removal of wagons is required to be done at a fixed time prescribed by the railway. In other cases, placements and removals are done at the convenience of the Railway but usually the same time cycle is followed on most of the days.

14.12 Basis for calculation of siding and shunting charges

Different bases are adopted on the various Railways for working out siding charges. On certain Railways, the siding charges are calculated on the basis of the weight of the consignment and the distance of the siding from the serving station. On other Railways, the charges are on 'per trip' basis or in other words on the basis of each trip of the railway locomotive irrespective of the number of wagons which are hauled. The trip charges in turn are based on the length of the siding, the average shunting engine hour cost and the time taken in a trip based on trials conducted jointly by the FCI and the Railways. On some Railways, yet another method is followed, namely that of 'per wagon' basis. This is calculated on the basis of the average expenses incurred on hauling a wagon from the railway to the siding and back. However, the Railway Rates Tribunal held in a recent judgement struck down the method of working out siding charges on per quintal per kilometre basis as well as per wagon basis.

14.13 In the case of sidings where the railway administration has agreed to shunt wagons into and out of the sidings beyond the point of interchange, the siding charges fixed take into account the cost involved in such placements and no separate shunting charges are payable. However, if the agreement provides for the shunting of wagons beyond the point of interchange by the siding user, separate shunting charges in addition to siding charges have to be paid. To facilitate calculation of shunting charges, a suitable endorsement indicating the time for which shunting was performed beyond the point of interchange, should be made on the relevant siding voucher.

14.14 The basis on which the siding charges are being calculated by the concerned Railway at particular siding should be carefully ascertained and critically examined to the extent possible. Whenever there is any doubt as to the correctness of the charges, the matter should be reported to the Regional and Zonal Offices as also the Head Office.

14.15 Procedure for booking and delivery of traffic from and to FCI siding.

The broad principles and the working procedure applying to a siding are contained in the terms of an agreement. The procedure for booking and delivery of the goods at a siding is broadly the same as in the case of a goods shed.

14.16 As stated above, wherever a goods clerk is posted at a siding, his wages and  incidental are borne by the siding user. At sidings where foodgrains are loaded, the goods clerk is posted primarily to supervise the loading and count the number of bags loaded in each wagon and on that basis issue clear RRs to the extent possible. Correspondingly, at sidings where inward traffic comes, the siding clerk would similarly supervise unloading and in the event of any shortage being discovered, issue the necessary messages to the concerned railway authorities and issue a shortage certificate to the FCI.

14.17 At sidings where no goods clerk is however provided it is obvious that 'said to contain' RRs would be issued. Furthermore, in such sidings, in the case of inward traffic, the book delivery would be effected after collection of railway freight and other charges at the serving railway station before the wagons are placed in the siding. In the event of failure on the part of FCI staff to effect delivery within the time allowed, demurrage would start accruing.

14.18 In the case of sidings without a goods clerk, it is essential that while effecting book delivery at the railway station, the seals on wagons should be checked at the railway station itself and where a wagon is found with defective seals the railway should be requested to arrange checking of the same with regard to its contents etc.

14.19 It is important to state here that section 76-C of the Indian Railways Act lays down that the responsibility of the Railways for loss, destruction, damage, deterioration or non-delivery of consignment ceases when the wagon has been placed at the point of interchange and a written intimation of such placement given to the owner of the siding. The siding owner must, therefore, make sure on receipt of advice of placement that the seals of the wagons are intact and the consignment is outwardly in good condition.

Where wagons are found with seals defective or where the consignment is outwardly in a damaged state, a written request must forthwith be made to the railway representative for a joint check. Unless this action is taken, the railway authorities would not accept liability for the shortage or damage.
CHAPTER 15

FREIGHT—ITS CHECKING AND REFUND OF OVERPAYMENT OF FREIGHT

15.1 Freight Rates

Freight rates are broadly of two categories:
(i) Class rates
(ii) Station to Station rates.

15.1.1 Class Rates

With a view to arriving at the freight rate chargeable, commodities have been grouped under different groups broadly according to their value, utility and transportation characteristics etc. in the Goods Tariff Part I Volume II, published by the I.R.C.A. (Indian Railway Conference Association). There are over 3000 commodities—some in groups and others by themselves—so classified. Each group has been allotted a class for booking as smalls (less than a wagon load) and wagon load consignments separately. The class for a wagon load is lower than the corresponding class for smalls but on the other hand the class for wagon load is subject to minimum weight. Rates for different classes represent the percentage of a base-scale (class 100) the basis of charge for which is quoted by the Railway. Furthermore, telescopic principle is applicable for tariff rates which means that the rate goes on progressively decreasing as the distance increases. The total number of classes at present is 28 the lowest being 32.5 class and the highest 150 class. The rates per quintal for all classes for distances upto 5000 kms are quoted in the Goods Tariff Part II of the IRCA (Goods Rate Table).

15.1.2 Station to Station Rates

In certain cases specially reduced rates called 'station to station rates' are quoted. These rates are applicable to a specific commodity booked from one specified station to another specified station which may be on the same Railway or on another Railway.

15.2 Minimum weight for charge

The minimum weight for charge applicable to wagon load rates have been quoted for four-wheeled wagon. These may be either in terms of a prescribed number of quintals per four-wheel wagon or in terms of the carrying capacity of the wagon. In the latter case the indication 'CC' is shown in the Goods Tariff. The carrying capacity may be either the marked carrying capacity of the wagon or the enhanced (or even reduced) carrying capacity as may be notified by the Railway. Ordinarily the carrying capacity of a BG four-wheeled wagon is enhanced by 2 tonnes and that of MG four-wheel wagon by one tonne. In case of bogie (8 wheeled) wagon the enhancement is double that of a four-wheeled wagon. It may be noted that carrying capacity may sometimes be reduced and reduction notified by the Railway, due to loading restrictions on certain section of the Railway. Wherever the minimum weight is quoted in terms of quintals per four-wheeled wagon the rate would be twice in case of a bogie (8 wheeled) 1.15/5 times case of CRT wagons and 2.1/2 times in case of a BOX or BCX type wagon.

15.3 Calculation of Freight

Freight is calculated by multiplying the rate per quintal as quoted in the goods tariff with the chargeable weight. For calculating correct rate per quintal the first thing to do is to ascertain the distance involved which should be taken as per the routing instructions of the Railway. Once the distance is ascertained the rate per quintal for the distance so ascertained would be found in the calculated rate tables of the Goods Tariff. For facility of the staff, ready reckoners of these rates are circulated to the Regions by the Head Office from time to time. As on 1-12-1976 the classifications of commodities as far as the FCI are concerned are given below. It may however not be noted that these are subject to changes which may be notified by the Railways from time to time.

<table>
<thead>
<tr>
<th>Commodity</th>
<th>Classification</th>
<th>Minimum weight conditions for wagon load class</th>
</tr>
</thead>
<tbody>
<tr>
<td>'Smalls'</td>
<td>&quot;Wagon Loads&quot;</td>
<td>BG</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Grains &amp; Pulses</td>
<td>Dm. 'A'</td>
<td>(Gram, Pkts.)</td>
</tr>
<tr>
<td>Dm. 'B'</td>
<td>(Wheat, rice, milo, Maize etc.)</td>
<td>95</td>
</tr>
<tr>
<td>Barley</td>
<td>55</td>
<td>35</td>
</tr>
<tr>
<td>Gourds</td>
<td>105</td>
<td>85</td>
</tr>
<tr>
<td>Sugar</td>
<td>75</td>
<td>60</td>
</tr>
</tbody>
</table>

29
15.4 Other levies in freight

In addition to the basic freight, the Railways levy other charges in the following circumstances:

15.4.1 Supplementary charge

Often when the Railways notify an increase in the freight charges, this increase is computed on a percentage basis instead of increasing the basic charge. Such an increase is known as supplementary charge.

15.4.2 Transhipment charge

An additional charge known as 'transhipment charge' is levied by the Railway whenever consignments are booked from one station to another involving break-of-gauge enroute. Transhipment charge is notified by the Railways from time to time.

15.4.3 Sidings charge

Sidings charges which are notified by the Railway from time to time are added to the rest of the freight when a consignment is booked from or to a siding of the FCI.

15.4.4 Some other charges applicable to particular stations such as Bombay Carriage Bridge Toll Tax, Howrah Bridge Tax etc. are also levied whenever goods are booked to particular terminals. The details of these can be obtained locally from the concerned railway authorities. Where required, the Chief Commercial Supdt. of the railway concerned may be addressed for quotation of these rates.

15.5 Minimum distance for charge

The minimum distance for charge applicable at present irrespective of the number of Railways involved between the booking and the destination station is 40 kms.

15.6 Rounding Off

The freight is rounded off to the nearest 10 paisa i.e. 5 paisa and above are taken as 10 paisa and conversely less than 5 paisa dropped. The total freight on an invoice including all charges is rounded off to the nearest rupee, i.e. 50 paisa and above are taken as one rupee and less than 50 paisa dropped. Chargeable weight at the wagon load rate is rounded off to the nearest quintal i.e. 50 kg and above is taken as one quintal and less than 50 kg dropped.

15.7 Example to illustrate calculation of freight

Example is given to explain how freight is calculated:

The freight charges for 244 quintal wheat loaded in a 4-wheeler B.G. wagon of 22.4(Tonnes) CC ex. Ferozepur Cantt. to Jhansi would be calculated as under:

Distance from Ferozepur Cantt. to via New Delhi (from Northern Railway Junction Distance Table in force from 1-6-74) 381 kms.

Distance from via New Delhi to Jhansi (from Central Railway Junction Distance Table in force w.e.f. 1-3-76) 411 kms.

Total distance 792 kms.

Classification of wheat applicable to wagon loads (Under Head Grain & Pulses Div. B) of R.C.A Goods Tariff No. 35 Part I Vol.II Class 35

Rate per quintal for Class 35 for 792 kms. (from 1-6-74) Rs. 4.79

Minimum weight for charge (CC 22.4 =2 tonnes enhanced =24.4 tonnes) 244 Qts.

Freight for 244 Qts. @ Rs. 4.79 per Qt. 1188.76

Rounded off (to nearest 10 paisa) 1188.80

Total chargeable freight (rounded off to nearest rupee) 1189.00

15.8 Checking of freight charges on railway receipts

It is incumbent with depot staff of both despatching as well as receiving depots to check the correctness of the freight charges shown on the railway receipt while despatching or effecting delivery of consignment. Any overcharges must be brought to the notice of the Station Master who has the authority to refund the same in the case of a "to pay" consignment. In order to facilitate their own task of checking of freight charges, the FCI officials at every depot—particularly at the recipient depot—should maintain a register showing the rate per quintal for each of the commodities ordinarily dealt with and for stations from which the consignments are generally dealt with there. Ready reckoners of chargeable distances from important despatching points have been furnished to the depots in several cases.
15.9 Refund of overcharges

As stated above, the freight charges shown on the railway receipt are in many instances not correct and these may be either less or more than the correct freight. When the charges shown on the railway receipt are less than the correct freight, the difference is known as undercharge and when these are more, the difference is known as overcharge. Whenever there is an undercharge on railway receipt, the railway staff at the destination take special care to recover the undercharge before effecting delivery but in the case of overcharge the railway staff are not known to show keenness in pointing out the fact to the consignee. It is therefore in the interest of the FCI staff to check the correctness of the freight and point out the cases of overcharge of freight to the railway staff concerned. Overcharges whenever detected and found to be due to error in (a) rate, (b) calculation or (c) classification, can be refunded by the Station Master at the time of delivery in the case of all ‘to pay’ consignments. In all other cases, an application for refund of overcharges must be made to the Chief Commercial Supdt. (Refund) of the Railway concerned within six months from the date of booking of the consignment.
CHAPTER 16

CLAIMS—COMPENSATION, REFUND OF FREIGHT AND OF DEMURRAGE/WHARFAGE

16.1 Claims against the Railways arise due to different circumstances e.g. loss or damage to goods in transit, refund of excess freight paid or excess wharfage and demurrage paid.

Compensation Claims

16.2 The general responsibility of the Railways has been defined in sections 73 and 75 to 78 of the Indian Railways Act 1890 (see Chapter 19).

16.3 With the passing of Indian Railways (Amendment) Act 1961, the Indian Railways have assumed the liability of common carrier. According to this they are liable for loss, destruction, damage, deterioration or non-delivery of goods arising from any cause except those listed in section 73. These are enumerated below:

Act of God.
Act of War.
Act of Public enemies.

Arrest, restraint or seizure under legal process.

Orders or restrictions imposed by the Central or State Government or by any officer or authority subordinate to the Central Government or the State Government authorised in this behalf.

Act of omission or negligence of the consignor or the consignee or the agent or servant of consignor or consignee.

Natural deterioration or wastage in bulk or wet due to inherent defect, quality or vice of the goods.

Latent defects.

Fire, explosions or any unforeseen risks.

16.4 It should be noted that while the Railways can seek protection under the above exceptions when the loss, destruction, damage, deterioration or non-delivery has arisen from one or more of the aforesaid causes, the Railway administration must still prove that it used reasonable foresight and care in the carriage of the goods.

16.5 In the following circumstances, however, the Railway Administration has absolute immunity from liability:

(i) For loss, destruction, damage, deterioration or non-delivery in cases where a fraud has been practiced by the consignor or consignee or by their agent.

(ii) Where the loss, destruction, etc. is due to improper loading or unloading by the consignor or consignee or by their agent.

(iii) When such loss, destruction, etc. is due to riots, civil commotion, strikes, lockouts etc.

16.6 Nature of Compensation Claims:

Compensation claims against the Railways in respect of consignments entrusted to the Railway for transport would normally be of the following types:

1. Shortage of entire bags or packages.

2. Shortage from bags or packages which are found slack cut or torn, and

3. Damage due to wet or fire.

16.7 The position in regard to each such type of compensation claims is as follows:

16.8 Shortage of entire bags—under clear railway receipts

So long as the railway receipt issued by the Railway is clear and specifies the number of bags loaded in a wagon, the claim in respect of shortage of complete bags is a tenable claim and the railway administration would accept full responsibility for it.

16.9 Shortage of entire bags—under ‘said-to-contain’ railway receipts.

In case of a ‘said-to-contain’ railway receipt, the Railway would be within its rights to repudiate claims for the loss of complete bags. This aspect has however been further discussed in para 16.26 below.

16.10 Partial shortages

Partial shortage implies that the contents received were short in weight with bags being found cut or torn or that pilferage had taken place from the bags.
even though the number of bags delivered at the destination may be correct. The settlement of claims in this category depends on a variety of factors e.g. the nature of remarks made on the railway receipt particularly in respect of packing condition, provision of dunnage, location of defective bags in the wagon, the condition of wagon, whether there was a panel cut on the wagon body, etc. This matter too has been discussed further in paras 16.27 to 16.29 below.

16.11 Damage by Wet

Here also, the claims are to be dealt with on the merits of each case. On occasions a railway receipt may bear the remark that the contents were in wet condition at the time of loading. In the face of such remarks, the claim would naturally be repudiated. However, if the railway receipt does not bear any such adverse remark the claim in this category is tenable provided the damaged bags are not found near the wagon doors and the damage cannot be attributed directly to non-provision of dunnage. It may be noted here that the FCI has been granted exemption from compliance with condition S-27 which relates to provision of dunnage on the express condition that no claims would be made for damage to the consignment in bags lying next to the wagon doors.

16.12 In respect of damage to the consignment loaded in open wagons supplied against the FCI's indent for covered wagons, the railway administration has agreed to accept the responsibility on a 50:50 basis.

16.13 Whenever any part of the consignment is found to be damaged it is essential that the claim for damage should be lodged for the entire affected quantity. It may however be indicated in the letter embodying the claim that the amount of the claim would be reduced to the extent of the salvaged value of the consignment.

Claims of Refund—of excess freight or excess dunnage/wharfage paid

16.14 Claims for refund arise when the FCI has paid to the Railways in excess of what was actually due. These arise due to various reasons. For instance, the calculation of freight by railway staff making out the railway receipt may be erroneous showing excess freight and at the destination the FCI staff may pay the amount as indicated without checking the correctness of the freight. Similarly cases of double payment of freight may arise when a part of the consignment consisting of several wagons covered under one railway receipt may get diverted. In such cases the entire freight for all the wagons shown in the RR would be collected at the original destination even though only some wagons of the consignment may have reached and at the same time freight would be collected again at the diverted destination for the wagons which have reached there. There may be cases where demurrage or wharfage is paid to the railway on account of erroneous calculation. On the other occasions, after the demurrage has been paid, the competent railway authority on considering the relevant circumstances may agree to waive the demurrage/wharfage. In such cases refund of demurrage/wharfage becomes due and claim has to be lodged.

16.15 Refund claims are generally simple and if the relevant documents have been correctly filed these are found tenable and are accepted by the railway administration.

Loading of claims

16.16 Under the railway rules, a claim for compensation can be lodged against the booking railway, the destination railway or the railway over which the loss occurred. However, claims for compensation are normally dealt with by the Railway on which the destination station lies and hence correspondence in such cases should be made with the Chief Claims Officer of the Railway controlling the destination station.

16.16.1 In the case of Joint stations, i.e. stations which are served by two or more Railways, the following is the procedure:

16.16.2 Delhi and Kanpur Areas: Claims arising in respect of traffic booked to stations in the Delhi and Kanpur areas are dealt with by the Northern Railway irrespective of the Railway by which the traffic is carried to destination. For example, claims arising out of consignments booked from Gwalior to New Delhi (Central Railway route) or from Udaipur to Delhi (Western Railway route) are dealt with by the Northern Railway. Such claims should, therefore, be addressed to the General Manager or Chief Claims Officer, Northern Railway, New Delhi.

16.16.3 Other joint stations: Claims arising on traffic delivered at other joint stations are dealt with by the Railway by which the consignment was last carried to the joint destination station, e.g. claims on consignments booked from Howrah to Waltair would be dealt with by South Eastern Railway and Claims on consignments booked from Madras to Waltair would be dealt with by South Central Railway.

16.16.4 If for any reason, there is a doubt as to the particular officer to whom the claims letter should be addressed, it would be safe to address the Chief Claim Officer of the Railway controlling the destination station though such a procedure might entail delay.
16.17 Claims for refund of double freight should be lodged with the Chief Commercial Supr. (Refunds) of the Railway on which the original destination is situated. For example, a consignment consisting of 10 wagons is booked from station 'A' to station 'B'. Of these, contents of 5 wagons are delivered at station 'B' on payment of full freight of all the ten wagons as indicated on the railway receipt but the remaining 5 wagons are diverted to station 'C' and the contents thereof are delivered on execution of an indemnity note and on payment of freight of those 5 wagons. In such a case the claim for refund of excess freight should be lodged by the consignor with the railway controlling station 'B'.

16.18 It is important to note that claims must be lodged Railway Receipt wise immediately after the cause for claim has arisen but not later than six months from the date of booking. Claims filed after the expiry of this time limit cease to have validity under the law and this delay is not condoned under any circumstances.

16.19 No claims should be lodged if the amount involved in an individual case is less than Rs. 10/-.

**Basis for the value of compensation claims**

16.20 The rates for the different varieties of foodgrains on the basis of which the value of claims is calculated are circulated by the Head Office from time to time and copies of these circulars are endorsed to the Zonal Railways as agreed to by the Railway Board. It is necessary to ensure that the amount of claim has been worked out accurately and is neither inflated nor at a rate less than prevailing claimable rate.

**Salvage value**

16.21 In the case of FCI claims for damage to consignments of foodgrains by wet, the Railways insist on the salvage value of the damaged grain in respect of individual consignments in respect of which the claims have been lodged so as to arrive at the actual loss sustained by the FCI. Claims of this type are settled on the basis of the assessment report (in the basis of which a claim is lodged) or the actual loss sustained whichever is less.

16.22 Since in most such cases, the FCI is not in a position to furnish the salvage value of each consignment individually and in due time to the Rly., often heavy delays occur in settlement of such claims with inevitable financial loss to the FCI. To overcome this, it has been decided with the approval of the Railway Board that in order to decide upon the quantum of compensation each Region would work out the average value of the damaged grain based on the total sales for each commodity during the previous year and this average salvage value (per quintal) would be accepted by the concerned Railway at the basis for settling the FCI's claims for damage to foodgrain consignment by wet. It is therefore essential that each Region should work out the average salvage value promptly after the close of each financial year and furnish the same to the various Zonal Railways serving that Region so that the FCI's claims for damage by wet are settled without avoidable delay.

**Power of Officers on Railways for settlement of claims**

16.23 The powers of the railway officers at various levels for settlement of claims are notified by the Railway Board from time to time. The various levels of the claims settling authority are the Assistant Comral Officer, the Senior Commercial Officer, the Deputy Chief Claims Officer, the Chief Claims Officer and the General Manager of the Railway. All these officers, it may be noted, form a part of the Headquarters organisation of the Zonal Railway. The Divisional Superintend and his officers have no powers in this regard. The General Manager has full powers to settle all claims.

16.24 *Repudiation of claims by Railways*

The claims lodged by the FCI are examined by the claims settling authorities in the railway claims office and disposed of on the merits of each case. The claims considered untenable on examination are repudiated by the Railways whereas those held tenable are settled by payment. Some claims are on examination found to be partially tenable.

16.25 Some factors which have material significance in determining the liability of the Railway are enumerated below:

16.26 'Said to contain' Railway Receipts

Where a 'said to contain' railway receipt has been issued in respect of the number of bags loaded, the Railway would be within its right to repudiate a claim for the number of bags received short. However, even in the case of 'said to contain' railway receipt, as long as the loss can be attributed to tampering with the wagon en route, theft or negligence or misconduct on the part of the railway administration or its employees, the Railway would become liable. Similarly, in the case of a wagon which has been transhipped en route, the Railway would be liable for the loss of the difference in the number of bags received at the transhipment point and the number actually received at the destination, notwithstanding the fact that a 'said to contain' railway receipt has been issued.
16.27 Special condition 5-27

This is a mandatory condition to be complied with by the sender (consignor) and prescribes provision of dunnage next to each wagon door for consignments of foodgrains, sugar, etc. The FCI have, however, in view of the massive movement of foodgrains involved sought and obtained from the Railway Board exemption from the observance of this condition on the understanding that the losses as a result of non-provision of dunnage would not be claimed from the Railways. It has been agreed that claims for damage to the contents in bags lying near the wagon doors which could be directly attributed to non-provision of dunnage would be untenable and as such need not be lodged. The same would apply to loss/damage to a consignment which is attributable to bleeding through wagon door. If however it can be established that the shortage/damage has taken place from the bags at places away from the wagon door/s, a claim would become tenable—subject to other remarks, if any, on the railway receipt. This underlines the importance of stacking the bags in the wagon at least 18” away from the wagon doors.

16.28 Packing conditions

Certain packing conditions have been prescribed by the Railways for carriage of goods and are laid down in the IRCA Goods Tariff. If any of these conditions is not fulfilled by the sender and the loss/damage can be attributed to non-compliance of that particular condition the railway can seek protection and reject the claim for loss, destruction or deterioration due to non-compliance of such condition. Such claims thus become untenable unless it can be proved that the loss, destruction or deterioration is due to criminal interference with the wagon enroute or due to misconduct or negligence on the part of the railway administration or its servants.

16.29 ‘Sender’s weight accepted’

Whenever a railway receipt bears the remark ‘SWA’ (sender’s weight accepted), the Railway’s liability in the consignment as per the weight given by the consignor ceases provided the condition of bags delivered at the destination is outwardly sound.

16.30 Bags found in wet condition

A claim against the railway for damage by wet would be untenable if the railway receipt bears a remark to the effect that the consignment was already in wet condition at the time of loading.

16.31 Time barred cases

As explained above, the claim for compensation/ refund must be lodged within six months from the date of booking. Where a claim has not been preferred within this prescribed period, it becomes untenable.

16.32 Railway’s liability after termination of transit time

Under the provision of the Indian Railways Act, the liability of the railway for loss, destruction, damage, deterioration or non-delivery of goods at the destination is that of a ‘bailee’ for a period of seven days after termination of transit time. After that period even the bailee’s liability ceases. The expression ‘transit time’ extends from the time of acceptance of goods for carriage by railway till the expiry of the free time allowed for unloading of goods and thereafter of their removal at the destination when no demurrage has accrued. When however in unloading of goods, demurrage has accrued, free time allowed for removal is not reckoned in transit time.

16.33 The term ‘bailee’ denotes that the standard of care to be taken is the care which a man of ordinary prudence would have taken in respect of his own goods of the same bulk quantity and value in similar circumstances.

16.34 Railway’s liability in respect of consignments booked to sidings

The responsibility of the Railways for loss, damage, destruction, deterioration or non-delivery of goods for whatever cause ceases after a wagon has been placed at the point of interchange of the siding and the owner of the siding has been informed in writing of the wagon having been so placed. Of course the tenability or otherwise of a case of claim even in respect of the consignment unloaded at the siding would be determined by the various factors including the remarks in the delivery book, the shortage certificates, etc.

FCI’s organisation for lodging/pursuance of claims

16.35 Broadly the responsibility of the FCI’s staff at various levels for lodging and follow-up of compensation claims is as follows:

16.36 Depot level

Claims would be preferred by the Depot Manager/ Supdt. A proforma for lodging claims has been reproduced at Appendix XVI. In the claims letter, the Depot Manager preferring claim may make it clear to the Railway that the acknowledgement may be sent
to the claimant (Depot Manager/Suptd.) and that
further correspondence may be carried on with the
Regional/Sr. Regional Manager. After preferring the
claim, the Depot Manager/Suptd. would transfer the
file of papers to the concerned Regional/Sr. Regional
Manager without delay. The acknowledgment card
received from the Railway must also be sent to the
Regional Office along with other papers. A copy of
the claims letter along with a copy of the enclosed
may however be retained in the Depot to safeguard
against loss of papers in transit. A copy of the claims
letter may also be endorsed to the District Manager. A
register of cases of compensation/refund claims shall
be maintained by the claimant depot in pro forma
reproduced at Appendix XVII and XVIII.

16.37 In respect of claims which are prima facie un-
tenable, papers should be prepared in the same manner
as in the case of tenable claims but instead of filing a
claim with the railway, such claims may be sent to the
Regional Office as per instructions contained in Head
Office Movement Circular No. 268 (Appendix XIX).

16.38 Regional Office level

Regional Office shall deal with all claims upto the
value of Rs. 2,000. However, claims of the value of
over Rs. 1,000 if repudiated by the Railway shall be
transferred to the Regional offices to the concerned
Claims Cell for review. Claims cases in which part
payment has been made by the Railway should be
transferred to the Claims Cell only if the residuary
claim exceeds Rs. 1,000.

16.39 In respect of claims which are prima facie un-
tenable and for which papers have been received
from the depot, scrutiny must be made in accordance
with the instructions contained in Movement Cir-
cular No. 93 (Appendix XX and XX/1) and if it is
found that there are some features in the claim which
would make a claim tenable, these must be lodged with
the concerned Railway and thereafter pursued in the
same manner as other claims lodged with the Rail-
ways at the depot level.

16.40 All claims cases pending in the Regional
office must be reviewed individually and periodically.
Cases of value up to Rs. 1,000 if found untenable on
review or which are considered untenable after re-
puidation by the Railways may be considered for
dropping by the Senior Regional Managers/Joint
Manager (P.O.)/Regional Manager within their powers.

After a decision has been taken to drop the claims
either by the Regional/Sr. Regional Manager within
his own powers or by the Zonal Manager or the Head
Office and communicated to the Regional Office, action
for write off etc. may be taken after duly fixing staff
responsibility for the loss and obtaining the sanction
of the competent authority.

16.41 Cases of the value of over Rs. 1,000 which
have been repudiated by the Railways or other cases
of the value of exceeding Rs. 2,000 should be trans-
ferred directly to the respective Claims Cell for
pursuing the same with the Railways. While doing so,
it should be ensured that the relevant papers are
complete in all respects and a suitable entry may be
made in the claims register.

16.42 The Regional Office must maintain a contin-
uous liaison with the claim settling authority of the
concerned Railway so that the claims cases are duly
followed up and, where required, discussions take
place with the claims settling authority of the Rail-
ways. Wherever an important policy issue arises which
is likely to affect the interest of the FCI, the guidance
of the Head office may be obtained if required.

16.43 The Regional Office would maintain a separate
claims register for each district in pro forma
appearing at appendix XXI and XXII.

16.44 Claims Cells

Claims Cells are located at the places which are the
headquarters of the various Zonal Railways. These
cells are generally headed by Dy. Managers and deal
with the following types of cases:

(i) Repudiated claims of over Rs. 1000/- or
partly settled cases involving residual un-
settled amount of more than Rs. 1000/-,

(ii) All Claims cases of the value of over
Rs. 2000/- The Claims Cells are required
to deal with claims until their final disposal by
the Railway. These are not to be sent back
to the Regional Office until either the claims
have been paid by the Railway or a decision
taken finally to drop the claim for the entire
or the balance amount but not exceeding
Rs. 5000/- by the Zonal Manager and
beyond that value by the Chief Traffic
Manager in Head Office.

Review of claims repudiated by the Railways

16.45 It has been recently decided that the FCI
would not file any suits against the Railways in cases
where FCI considers repudiation of a claim unjusti-
Fied. The instructions issued by the Government
of India contained in Head Office Circular No. 307
(Appendix XXIII and XXIII/1 to XXIII/7) lay down
the procedure and provide for arbitration in such
cases. In further discussions with the Railway Board, it has been agreed that before the FCI goes in for arbitration, cases of claims in which the FCI considers that the reproduction of claims by the Railway is unjustified would be discussed by the Zonal Manager/ St. Regional/Regional Manager with the concerned General Manager of the Railway and if no mutually acceptable solution is found, the case would be referred to the Railway Board through the Head Office of the FCI. In order that such cases are kept to the barest minimum it is necessary that at all levels of the FCI entrusted with the follow-up of claims work discussion take place with the claims settling authority of the Railways at regular interval so that each other's viewpoint is understood and appreciated and in as many cases as possible, mutually acceptable solution is evolved. Where however despite these efforts, the matter has to be referred to the Railway Board papers complete in all respects along with a self contained note indicating the various efforts made to explain FCI's viewpoint to the claims settling authority of the Railways may be sent to the Head Office for further follow up.

Steps for prevention of claims

16.46 Prevention of claims is even more important than their settlement. For the purpose of minimising the loss of the much needed foodgrains in rail transit, several steps have been indicated in the various chapters of this manual. The need for accepting suitable water tight covered wagons and minimising the use of open wagons has already been stressed elsewhere. Where open wagons have to be used, covering of contents by tarpaulins to be secured by lashings and ropes has also been emphasised. Other measures whereby the loss can be minimised are:

(i) Observance of proper packing conditions.
(ii) Proper, legible and suitable marking of bags.
(iii) Ensure before loading that the wagons are properly cleaned and not having body and panel cuts and also visually tested.
(iv) Leaving at least 18" space from near the wagon doors particularly when damage is not provided.
(v) Proper stacking both before loading and after unloading so that the railway staff are able to count the bags and in token thereof issue clear railway receipts/shortage certificate.
(vi) Careful handling of bags at despatching and destination ends so that the bags do not get torn or burst and the contents do not spill out.
(vii) Immediate and prompt salvaging operation whenever goods are delivered in damaged condition.
CHAPTER 17
MISSING AND UNCONNECTED WAGONS

17.1 A wagon which does not reach its originally booked destination within due time is described as a 'missing wagon'. On the other hand when the contents of a wagon whose booking particulars are not available, are delivered at a station whether on execution of an indemnity note or otherwise, such a wagon is termed as an 'unconnected wagon'.

17.2 It is necessary to explain these connotations further since there is generally a misunderstanding about what constitutes a missing wagon.

17.3 Once a wagon has started from its despatching end, it is obvious that it cannot vanish into thin air or be completely done away with. It may not however reach its originally intended destination for one or the other of several reasons. Firstly, a wagon or wagons while on the run may be diverted to other than the original destination due to operational exigencies either of the railway itself or of the FCI and may thus find its way to a destination other than the originally booked. In such an event, if the fresh destination has not received the invoice and in case labels are also absent which happens quite often, the fresh destination would not know where the wagons have come from. The fresh destination would thereupon take steps to take delivery of contents of the wagons on indemnity note or 'memo' as is loosely termed and would show the wagon as 'unconnected'. Meanwhile the originally booked destination would have received the invoices from the booking end and after waiting for the wagon or wagons for a period of one month, would show the wagon/wagons as 'missing' and would proceed to take action on that basis.

17.4 Yet another reason which may often lead to a wagon becoming 'missing' at one station and arriving at another and being treated as 'unconnected' may be erroneous spelling on cart labels of identical sounding destinations. In a recent case, some wagons which were intended for Jhunjhunpura (K. P. Docks) eventually reached Jhanjarpur North Bihar because of an error of this nature. At Jhunjhunpura these wagons were noted as 'missing' whereas at Jhanjarpur the wagons were received and recorded as 'unconnected' and were disposed of accordingly.

17.5 Thirdly, less commonly though not unoften, either at the booking station or somewhere enroute, the labels which the wagon is carrying may either get obliterated or blow away. It is obvious that in such an eventuality, the chances of the wagon reaching its originally intended destination get greatly reduced and it would be shown as 'missing' at its destination after the lapse of due time. Elsewhere, where the wagon reaches, its contents on being released, would be shown as 'unconnected'.

17.6 While therefore great emphasis is necessary on ensuring that errors which lead to wrong despatches are minimised and the movement is so planned that the need to order diversion enroute is obviated to the extent possible so that the total number of wagons which become missing or unconnected are as few as possible, it is obvious that by the very nature of things, a certain number of wagons would always be 'missing' and a more or less similar number 'unconnected' on the system as a whole. It is therefore necessary to lay down a procedure for dealing with 'missing' and 'unconnected' wagons so that in the course of time, the so called 'missing' wagons can be linked with the unconnected wagons which correspondingly arise elsewhere.

17.7 Action by Receiving Depot

On receipt of diverted/unconnected wagons the receiving depot has to take delivery of the same on an indemnity note after passing of railway dues. While making an entry in the unloading register it is very essential that a clear remark should be passed in the register indicating that the wagon is diverted/unconnected.

17.8 Furthermore, where it is known that the wagon has been diverted, the receiving depot must immediately advise the originally booked depot, consignor, Regional Manager concerned, Claims Cell and Head Office, indicating the receipt and booking particulars of the wagon where available along with discrepancies noticed if any at the time of delivery and amount of freight paid with credit note number. For this purpose, such booking particulars as are available on the wagon labels must be fully recorded. In addition to the above where break-of-gauge or transhipment has been involved enroute, the particulars of the original wagons where available must also be quoted. In the absence of the particulars of the original wagon, the number of
wagons into which the contents were transhipped, the owning Railway, the nature of the commodity, the weight and the number of bags received must be communicated in the fullest detail. This information should be sent under registered post. If this procedure is carefully followed, the chances of wagons remaining unconnected for long would be considerably reduced.

17.9 Action by Depot or original destination.

When the depot where the wagon was due to arrive has waited for one month for a wagon to arrive, it must forthwith show the wagon as 'missing' and thereafter proceed to prefer a claim for the missing wagon along with claim for refund of freight for the missing consignment so that the claim is lodged with the railway administration within two months from the date of booking. If after lodging the claim, it receives advice of the actual receipt of wagon or wagons at some other depot, the original destination must immediately send the railway receipt to the depot of the diverted destination. In case the original-railway receipt has already been surrendered, to the railway authorities for taking a part delivery of the consignment, a certified copy of the railway receipt may be sent. Only after such an advice has been sent must the claim on the railway for the missing wagon be withdrawn/amended as the case may be and advice sent to the Regional Office, the Claims Cell, the Wagon Tracing Cell where available, and Head Office.

17.10 All the depots—both where wagons are noted as 'missing' and where wagons are recorded as unconnected—are required in addition to send periodical statements of missing and unconnected wagons to the Regional offices as also to the Claims Cells. The procedure for submission of these statements has been indicated in the chapter on 'Claims Statistics'.

17.11 Action in the Regional Office

The Regional Office on receipt of statement of missing/unconnected wagons will compare the missing wagon statements with the statements of unconnected wagons of other depots and, on that basis, link as many wagons of those shown in the statement as possible. The wagons which, however, are not linked would thereafter be incorporated in a statement, copies of which are required to be sent to the Claims Cell, the Head Office as also to the other Claims Cells every month so as to reach there by the 5th of the following month.

17.12 Action by Claims Cells

The Claims Cells must ensure that the monthly statement of unconnected/missing wagons are regularly received by them from the Regional office by the 5th of the following month.

17.13 The wagon Tracers in the Claims Cells must on receipt of statements enter the particulars of the individual missing/unconnected wagon in the respective registers which are arranged dispatching station-wise. A proforma for maintaining such a register is at Appendix XXIV and XXV. There would be two different sets of such registers, one for missing wagons and the other for unconnected wagons, both sets being dispatching station-wise and yearlywise. Once the entries have been posted in the registers, the Wagon Tracer must compare the corresponding registers and by intercombining the entries, link as many wagons from one set of registers as possible with those in the other.

17.14 When such an exercise has been completed, the particulars of the linked wagons must be invariably communicated to the respective depot i.e. both where the wagon is shown as 'missing' as also the depot where the wagon was delivered as 'unconnected' in addition to the Regional Office and the Head Office. The lists of wagons traced and connected by the Claims Cells will be sent by the 10th of every month in the proforma given in Appendix XXVI.

Note: Since at Calcutta, the Wagon Tracing Cell is separate from the Claims Cell a copy of such statements should also be endorsed by the Wagon Tracing Cell to the Claims Cell.

17.15 The wagons which remain unlinked despite the exercise described above would then be recorded separately and thereafter compared with similar lists prepared by and received from other Claims Cells to see if some further wagons can be linked thereby.

17.16 In addition, field enquiries must also be initiated by the Wagon Tracing Cell/Claims Cell within the railway jurisdiction assigned to them. Where enquiries beyond their jurisdiction become necessary, the Wagon Tracing Cell/Claims Cell may approach the Head Office giving a complete report of the extent of enquiries conducted by them. The Missing Wagon Cell and the Claims Cell attached to the Head Office would thereafter arrange to undertake further enquiries.

17.17 It is necessary to emphasise here that if genuine efforts are made along the lines indicated in the foregoing paragraphs, it should be possible to trace and connect most of the missing wagons. While conceding that it is primarily the responsibility of the Railways to trace and connect such wagons in their own interest, it is to be pointed out that for wagons which are 'missing' the Railways are not disposed to pay compensation claims since it is widely believed, and is substantially true, that the wagons which are sup-
posed to be missing would ordinarily have been taken delivery of elsewhere. Such being the case, the interest of the FCI in linking the missing wagons with the unconnected wagons is equally vital.

17.18 For the staff deputed to undertake field enquiries for linking of wagons, the following guidelines are set out:

(i) In respect of missing wagons, enquiries have to start from the booking station outward to the next yard and so on. On the other hand, in the case of unconnected wagons, backward tracing i.e. from the station where unconnected wagon was received and delivered backwards to the previous yard and thereonwards is more expedient.

(ii) In the case of wagons involving transhipment, the records at the transhipment point often yield very useful clues.

(iii) Since the Directorate of Wagon Interchange in the office of the Indian Railway Conference Association maintains the record of interchange of wagons between one railway system and another, that office can often furnish useful information for connecting unconnected wagons.

(iv) The field staff attached to the Cells must also, in addition to the efforts undertaken in the field to trace wagons, assist in obtaining supersessional railway receipts in case of diverted wagons. Even though the issue of supersessional RR is primarily the responsibility of the Railways, the FCI's interest in the settlement of such cases is obvious. To the extent therefore that the field staff of the Claims Cell are able to check the numbers of the diverted wagons for which supersessional RR are to be issued and are able to obtain letters from the Station Master of stations to which consignments were diverted addressed to the Station Masters of the booking stations for issue of supersessional RR, to that extent they would facilitate matters for the FCI. Where the come across instances in which issue of a large number of supersessional RR is outstanding against certain major despatching points, the information should be sent to the Head Office so that the matter can be followed up by the latter.

17.19 General precautions necessary to minimize incidence of missing and unconnected wagons:

The need for exercising care at the despatching end and making out wagon labels clearly and accurately and also for minimizing the need for diversion of wagons en route has already been stressed. In addition the following precautions would go a long way in minimizing the incidence of missing and unconnected wagons:

(i) As provided for in the Railway Rules, each bag tended for despatch by rail is required to bear private marks indicating station of booking and destination station. In addition to these private marks, the Railway rules also provide for marking of bags with railway marks to the extent of 10 per cent in the case of wagons-load consignments not involving transhipment and cent per cent bags in the case of consignments requiring transhipment. To the extent that these precautions can be observed, the chances of wagons or the contents thereof remaining missing would be greatly reduced.

(ii) Instructions for the provision of convoy notes have been laid down in another chapter dealing with the procedure for booking and delivery of wagons. It should be ensured that these instructions are strictly complied with so that the wagons do not become unconnected on their journey.

(iii) Loading generally in block rates instead of in piecemeal is itself an important safeguard against the chances of wagons becoming unconnected en route. Wagons booked in piecemeal are apt to be shunted to intermediate yards which often become stable yards for unconnected wagons. On the other hand, a block rake from a prescribed starting point to a prescribed destination would reach the intended destination with hardly any chances of the original destination being lost sight of on its run even if per chance a wagon or two in the block rake may lose the wagon labels.
CHAPTER 18

STATISTICS

18.1 In order that the management is able to plan the movement in an organised manner and to watch the performance effectively, certain statistics are required to be maintained at the various levels of the FCI. These not only serve as the basic data on which to formulate plans and take decisions, but also provide a basis for comparison of the achievements of different comparable periods.

18.2 As far as the Movement Division is concerned, statistics may be grouped under two heads viz (i) those relating to Movement (Operating) and (ii) those relating to Movement (Claims).

18.3 Movement (Operating)

So that the required data are available upon which to base rationalised programmes of movement, operating statistics have to be maintained from the stage of procurement in the surplus states and from the stage where imported foodgrains are landed at the various ports until the stage where they are finally delivered at the destination. The despatching depots and their controlling Regions, the receiving depots and correspondingly their controlling Regions and finally the liaison offices situated at the Railway control offices as also the interchange points are required to maintain these statistics.

18.4 At the despatching end depots and ports, certain daily statistics are maintained which reflect the following:—

18.4.1 Indents for wagons; the daily average supply of wagons (gage-wise), the oldest date of registration and in the case of ports, pace of discharge of foodgrains on the one hand and the clearance—by rail and by road—on the other along with transit shed balance for each port.

18.4.2 Daily loading in terms of wagons—separately for block rake specials and piecemeal—Region-wise and according to railway sections concerned.

18.4.3 The percentage of open wagons supplied to the total supply of wagons.

18.5 At the receiving end, similarly, certain daily statistics are compiled which reflect the following:

18.5.1 Arrivals/receipts during the previous week source-wise.

18.5.2 Pace of release of wagons at the receiving station/sidings; number of wagons left over unreleased along with reasons.

18.5.3 Number of wagons which underwent demurrage.

18.5.4 Wagons insight/on way to the receiving station/depot.

18.5.5 Weekly offtake of each of the foodgrains by the State Government and their nominees.

18.6 The Liaison Officers in the Control Office are required to maintain daily statistics of the following:

18.6.1 Daily loading of sponsored as well as public foodgrains in terms of specials and piecemeal wagons on each division of the Northern Railway.

18.6.2 Outstanding registration of sponsored and public foodgrains—division-wise.

18.6.3 Distribution of the originating loading—Region-wise.

18.6.4 Specials on run on each Division.

18.6.5 The number of specials cancelled or in arrears.

18.7 The Liaison Officers at the interchange points must maintain the following statistics of day-to-day operation:

18.7.1 The number of wagons of foodgrains—covered and open separately—which passed through the yard.

18.7.2 The number of foodgrain wagons left over in the interchange yards.

18.7.3 The number of wagons of foodgrains diverted, if any.
18.8 The proformae of the statistics referred to above are given in Appendices XXVII to XXXIII.

18.9 Statistics for monthly, quarterly and annual Reviews:

In addition to the daily operating statistics referred to in the foregoing paragraphs, certain figures are required to be compiled by the Regions on monthly, quarterly and annual basis for the purpose of reviews and budget estimates. These statistics embody figures of despatches/deliveries of foodgrains on inter or intra-state account commodity-wise in the proforma given at Appendix XXXIV. While compiling figures of intrastate movement, the figures of movement from procurement areas to depots separately by rail and road may also be furnished.

18.10 Statistics of movement of sugar and fertiliser:

Monthly statements showing despatches/deliveries on inter-state and intra-state account by rail and road separately have to be furnished by Regions wherever sugar and fertilisers are received.

18.11 Movement (Claims):

As explained in chapter 16 relating to Compensation Claims, in the process of transportation of foodgrains by rail, shortages or damage occur during transit giving rise to claims against the Railways. Likewise, as explained in Chapter 17, certain wagons become "missing" and contrary-wise some wagons are unloaded at destinations without particulars and are treated as "unconnected". In order that the position in regard to claims, missing and unconnected wagons as also demurrage and wharfage is kept under watch, the following statistics are prescribed.

18.12 Compensation Claims:

The Claims Sections in the Regional Offices are required to prepare two monthly statements in the proforma given at Appendices—XXXV and XXXVI—one showing the figures of claims value-wise and the other indicating a cause-wise analysis. These are required to reach the Head Office (with a copy to the Zonal Office) by the 10th of the following month.

18.13 Missing and Unconnected wagons and Diverted wagons:

Each depot is required to prepare a statement of "missing" wagons which have not arrived at destination within one month after the expiry of the normal transit time in proforma given at Appendix—XXXVII.

Correspondingly, another statement giving particulars of all unconnected/diverted wagons received in the depot is to be compiled every month on proforma given at Appendix—XXXVIII. These statements must reach the Claims Cell and the Head Office by the 10th of the following month.

18.14 Demurrage/Wharfage:

Each depot district is required to prepare a monthly statement of the demurrage/wharfage accrued, waived, paid and remaining outstanding and to send it to the Regional Office by the 5th of the following month. The Regional Office would in turn consolidate these statements and submit these to the Head Office (with a copy to the Zonal Office) to reach by the 10th of the following month indicating the details of demurrage, railhead-wise and also showing the number of cases and the value thereof referred to the Railways for waiver. Also briefly the nature of responsibility fixed. The proformae are reproduced at Appendices XXXIX and XXXIX/1 to XXXIX/3.

18.15 Outstanding of Freight and Siding Charges Payable to the Railways:

In order that a watch is kept over the arrears of freight and sidings charges payable to the Railways, each depot is required to furnish a monthly statement by the 5th of the following month to the Regional Office. The latter in turn is required to consolidate the same and send it to the Head Office by the 10th of the following month (with a copy to the Zonal Office). The proformae are reproduced at Appendices XL and XLI.

18.16 Checking of Freight and Detention of Overcharges:

Each depot is required to submit a monthly statement to the Regional Office by the 5th of the following month relating to the checking of freight shown in the railway receipts and the amount of overcharges detected. The Region in turn must consolidate the position in respect of all the depots and send the same to the Head Office (with a copy to the Zonal Office) by the 10th of the following month. The proformae are reproduced at Appendix XLI.

18.17 Statement of Clear/said to contain Railway Receipts:

So that the position in regard to issue of clear railway receipts is kept under watch, each Region must compile information in regard to clear/said to contain railway receipts—both in regard to outward and in-
ward traffic—and submit the same to the Head Office, with a copy to the Zonal Office by the 10th of the following month. The proforma is reproduced at Appendix—XLIII.

18.18 Road Movement

Monthly statements showing the quantity of foodgrains moved by road on inter—as well as intra-state account is required to be sent to the Head Office (with a copy to the Zonal Office) by each Region by the 10th of the following month. The proformae for these statements are reproduced at Appendices—XLIV and XLIV/1.

18.19 Monthly Narrative Report on Claims

A monthly narrative report which indicates in analytical detail the position of claims lodged with the Railways, the fresh inflow of cases during the month, cases finalised and the effort made therefor, as also those remaining outstanding is required to be sent to the Head Office by the Regional Claim Section/Claim Cells by the 20th of the following month on a proforma reproduced at Appendices XLV and XLVI. Follow-up action on the claims at the appropriate level becomes possible only with the availability of information contained in this monthly report.
CHAPTER 19

SOME SECTIONS OF THE INDIAN RAILWAYS ACT HAVING RELEVANCE TO FOOD MOVEMENTS AND CLAIMS

The working of Railways is governed by provisions of the Indian Railways Act, 1890 as amended from time to time.

Such of the sections as have relevance to movement of foodgrains are reproduced in Annexure-A.

The following comments on some of the clauses of the sections of the Act reproduced in annexure particularly those which have a bearing on compensation claims are given below for a proper appreciation of the relevant provisions.

SECTION 73

(a) Act of God

This term signifies some coniunction of nature so extraordinary and overwhelming that it could not have been foreseen or, if foreseen, could not have been guarded against. When loss, injury etc. are caused directly and exclusively by some convulsion of nature without any human intervention, liability for such loss etc. will not attach to the carrier, such loss or injury having been caused by an Act of God. It is something against which the railway cannot be expected to guard or which the railway will not be able to prevent. A tempest of extraordinary violence or an extraordinarily high tide would be Act of God exonerating the railway from liability for loss, destruction, etc. arising from such cause, if otherwise reasonable foresight and care have been taken in the carriage of the affected consignments.

(b) Act of war

The term includes those occurrences which are directly associated with war. It may include not only the action of the army of the enemy but also the action of the fighting of the country itself. The consignment may be lost either because it fell within the hands of the enemy or was destroyed due to aerial bombing from enemy aircraft. In either case, the loss is due to an act of war. Even when the troops belonging to the army of the country of the carrier find it necessary to destroy wagonloads of petroleum in a yard in order that they may not fall in enemy hands, it would be a loss caused by an act of war absolving the railway of any liability.

(c) Act of Public Enemies

The expression 'public enemy' as explained by Max. J. Gervy, man, in his book entitled 'Law of Transportation in its relation to transportation insurance' means a nation at war with our own country. It does not mean a band of thieves or a mob of strikers or gangs of organised or unorganised criminals. For the acts of such, the carrier remains liable even though he was blameless and free from negligence.

Whether a saboteur is a 'public enemy' or not within the meaning of the above definition is a controversial issue and when a claim arises due to loss, destruction, damage etc., caused by sabotage or the like, legal opinion should invariably be obtained before arriving at the final decision.

(d) Arrest, Restraint or Seizure under Legal Process

The object of this exception is to give protection to the railways against all seizure effectuated by executive or judicial orders. The seizure of a consignment or the arrest of a person who is indispensable in the carriage of the consignment under the orders of a competent court would come under this exception. When a consignment is seized by a Police Officer in the lawful performance of his duty and if as a result of such seizure the consignment is delayed or damaged, the railway can avail of this plea. An injunction restraining the railway from delivering a consignment is a restraint under legal process which exonerates the railway from consequences which follow naturally and directly from such restraint. A copy of the consent must be sent to claim office along with all papers.

(e) Orders or Restrictions imposed by the Central Govt. or a State Govt. or by any officer or Authority Subordinate to the Central Government or a State Government Authorized in this behalf.

The item is self-explanatory. It refers to civil bans and restrictions imposed by Central or State Governments or by an officer authorised by either of these Governments. The protection will naturally be available to the railway only if the consignment has been accepted and booked prior to the imposition of the restriction or ban. It will definitely apply to cases of re-booking and diversion when after the initial booking...
the owner wants it to be re-booked from or to a restricted area.

(i) Act of omission or negligence of the consignor or the consignee or the agent or servant of consignor or the consignee or the owner of the goods.

Omission means not doing what it is the duty of the person to do, negligence in doing a thing without proper care and without giving any thought to what the consequences would be. If a consignor or a consignee or any agent or any of them is responsible for doing a thing which he should not have done or has done without taking the necessary degree of care and without caring that his act or omission might prove harmful to the consignment, the railway cannot be liable for the loss or injury of which such action or omission is the proximate cause. It is the duty of the consignor or the consignee when he loads or unloads highly inflammable articles like petroleum to see that naked fire is not brought near. If the consignor or the consignee or any agent of either of them lights a cigarette which results in fire and destruction of the consignment, the railway is absolutely liable. Generally, if a consignor or consignee or any agent or any of them is responsible for doing a thing which he should not have done or has done without taking the necessary degree of care and without caring that his act or omission might prove harmful to the consignment, the railway cannot be liable for the loss or injury of which such action or omission is the proximate cause.

(ii) Fire explosion and unforeseen risk

These expressions are self-explanatory.

SECTION 74

Limitation of Railway’s responsibility under this section applies only in case of commodities for which both owners’ risk and railway risk rates have been quoted in the tariff. Since the commodities generally booked by FCI have only the railway risk rate, question of application of this section generally does not arise.

Section 75-A

It deals with railway’s responsibility in respect of consignments carried in open vehicles at the request of the sender or his agent recorded on the forwarding note. Since massive movements of food grains take place, the railways are not always able to supply covered wagons. Hence at the time of booking, the consignor is advised to book open box wagons even though there is no request from FCI for this purpose. The responsibility for damages whenever food grains are loaded in empty wagons has been agreed upon by the Railways on a 50:50 basis. Precautions to be taken whenever open wagons are loaded have been given elsewhere in this manual. (Chapter 7).

SECTION 76

It deals with the responsibility of Railway for delay or detention in transit. The Railway administration is responsible for loss, destruction, damage or deterioration to goods proved by the owners to have been caused by delay in or detention in their carriage, unless the railway administration proves that such delay or detention arose due to no negligence or misconduct on their part. In the case of consignments booked at owner’s risk, the onus of proving negligence or misconduct will, however, lie on the claimant, failing which no responsibility will attach to the Railway.

Railway staff is supposed to keep complete record of detention to wagons at the forwarding, transhipment, junction and other intermediate stations. Such records are also kept for wagons which have been diverted and carried over a route other than the booked route. In the event of disputes arising in such cases,
therefore, the Railway should be asked to produce these registers which should be carefully examined.

SECTION 76-B

The Railway is exempted from liability in cases when the Railways have given delivery in good faith to a person who produces the original railway receipt, but the Railway is entirely responsible when the delivery has been affected on a forged railway receipt.

SECTION 76-C

In respect of consignments booked to a siding the responsibility of the Railway for loss, destruction, damage, deterioration or non-delivery ceases when the wagon is placed at the point of interchange and a written intimation of such placement in given to the owner of the siding. In other words, the owner of the siding has to make sure when he receives the advice of placement that the consignment is in good condition or the wagon is sealed one and the seals are intact. Joint check of seals defective wagons will have to be arranged at the time of taking over and a check demanded. This section provides no protection to the owner of the siding if shortage is revealed later from a seals intact wagon. The position would otherwise if shortage is noticed from a seals intact wagon when unloading is supervised by an authorized representative of the railway.

SECTION 76A & 76B

When a consignment is carried by other than the booked route due to circumstances beyond the control of the Railway or for the operational reasons, and suffers loss, destruction, deterioration, etc. on such diverted route, the Railway will not be liable, merely because the consignment has been carried over other than booked route although the Railway will have to pay the compensation if it was otherwise liable under the section of the act for loss, destruction, damage, etc. to the consignment on the diverted route.

SECTION 76-F AND 77-C

For consignments booked at owners’ risk rate, the claimant will have to prove that the loss, destruction damage, deterioration or non-delivery was due to the negligence or misconduct on the part of Railways or any of their servants. Similarly, for loss, destruction, damage or deterioration to consignments booked in a defective condition or defectively packed, the onus would lie on the claimant.

SECTION 77

The Railways are responsible as carriers only till the consignment is in transit. The transit period terminates on the expiry of free time for demurrage and when demurrage is not incurred, on the expiry of free time for wharfage. After the termination of transit, the pattern of Railway’s liability changes and the Railways become liable as bailees. This liability extends only to a period of 7 days after the termination of transit. In effect, it means that in case a consignment has not been taken delivery of within 7 days after the termination of transit and the Railways prove that no loss, destruction, damage or deterioration occurred either when the consignment was in transit or within a period of 7 days after the termination of transit, no liability, whatever, will attach to the Railways. In respect of explosives, articles and excepted goods, the Railways have no liability ever that of a bailee after the termination of transit, i.e. the entire liability ceases when the transit is at an end. Railway staff is supposed to have proper documentation of the condition of all consignments on hand (a) at the time of termination of transit and (b) at the end of 7 days after termination of transit.

SECTION 78

When a consignment is misdeclared by the consignor, the Railway’s liability will be limited in two ways, viz. (i) The Railway will not be liable if the loss, destruction, damage, deterioration or non-delivery is brought about in any way by such false declaration. (ii) The amount of compensation admissible will not in any case be in excess of the value if calculated on the basis of the false declaration.

The Railways will have no responsibility for any indirect or consequential damages or for loss of any particular and market value for compensation on the ground that a consignment ordered for any particular destination did not reach in time. Railways will, however, be responsible for the damage to goods arising from abnormal delays due to negligence or misconduct on the part of the Railway staff.

Railways have been given absolute immunity from any liability in the following circumstances:

(i) For loss, destruction, damage, deterioration or non-delivery in cases where a fraud has been practiced by the consignor or consignee or by their agents. For example, a consignment of 200 bags wheat was booked from A to B. On receipt at B' the consignment was unloaded in sound condition and with the bags properly marked. The consignee, suspecting 5 bags to be weight, demanded open delivery of these
bags. The bags on opening were found to contain 'chur' (broken pieces of grains and husk) instead of wheat. The Railway will not be responsible as fraud was committed by the consignor.

(ii) Where the loss, destruction etc. is due to improper loading or unloading by the consignor or consignee or by their agents.

(iii) When the loss, destruction etc. is due to riot, civil commotion, strikes, lock-outs, stoppage or restraint of labour from whatever cause, whether partial or general.

SECTION 78-B

Claims for refund of an over-charge or compensation in respect of loss, destruction or deterioration etc. should be preferred with the Chief Commercial Supdt. of the forwarding or destination Railway or the Railway over which the loss etc. has occurred. This should be done within six months from the date of delivery of the goods to the Railway provided that any information demanded or enquiry made, or any complaint made in writing to any of the railway administration mentioned above within the said period of 6 months with particulars sufficient to identify the consignment, shall for the purpose of this section be deemed to be a claim for refund or compensation.
GOVERNMENT OF INDIA
(BHARAT SARKAR)
MINISTRY OF RAILWAYS
(RAIL MONEFALAYA)
(RAILWAY BOARD)

No. 76/TT-III/10/1

The General Manager:
Central Railway, Bombay
Western Railway, Bombay
E. Railway, Calcutta
S. E. Railway, Calcutta.

New Delhi, dated 19-6-1976

Northern Railway, New Delhi
North Eastern Rly. Gorakhpur
N. F. Railway, Ponda
S. Railway, Madras
S. C. Railway Secunderabad

SUBJECT:—Exemption of levy sugar from the purview of General operational restrictions.

Board has decided that movement of levy sugar should be kept outside the purview of the general operational restrictions and quota limitations except in case of accidents, breaches etc. when movement is totally disrupted. This may be given effect to commencing from 1-7-1976 and will remain in force for a period of one year from this date.

The receipt of this letter may please be acknowledged.

SI/—
(S. R. Khullar)
Dy. Director, TT(G)
Railway Board

DA : Nil.

Note: The exemption extended by the Railway Board from this date.
GOVERNMENT OF INDIA
(BHARAT SARKAR)
MINISTRY OF RAILWAYS
(RAIL MANTRALAYA)
(RAILWAY BOARD)

New Delhi, dated: May 4, 1973

TCR/1013/73/2

The General Managers,
All India Railways.

SUBJECT: Relaxation in rules regarding free time and wagon registration fee for loading of foodgrains during May and June, 1973.

2. The Railway Board have after careful consideration, as a special case, taken the following decisions which will be applicable to the Food Corporation of India, the State Governments and the State Cooperative Societies loading food grains, for a period of two months i.e., May and June 1973.\(^1\)

1. A lumpsum registration fee will be accepted at the rate of Rs. 1,000 both on the R.G. and M.G. at each station from where the spealists are loaded for each of the loading agencies, instead of Rs. 70 and Rs. 50 for each broad gauge or metre gauge wagon respectively. In case of forfeiture of wagon registration fee as per normal rules, the wagon registration fee will be forfeited at the normal rate. The F.C.I., the State Governments and Cooperative Societies which have deposited the lumpsum registration fee should be asked to replenish the forfeited amount immediately and in no case later than two days from the day of forfeiture.

Note: The relaxation is extended by Railway Board from time to time.
APPENDIX-III
(Reference paragraph 6.1)

Copy of D.O. letter No. TCR/1013/6/70, dated 28th September, 1970 from Shri L. D. Panne, Director Traffic (C), Railway Board, New Delhi to Shri R. Balanabramman, Joint Secretary, Ministry of Food & Agriculture (Department of Food), Krishi Bhavan, New Delhi.

SUBJECT:—Registration of intents, allotment and supply of wagons.
Ref. :—My D.O. of even number dated 25th September, 1970 to Shri R. Balanabramman, Joint Secretary.

In clarification of my D.O. letter mentioned above, it is confirmed that the instructions contained in Railway Board’s letter 2907 TC dated 1-3-51 addressed to the Ministry of Food and Agriculture continue to hold good and there is no intention to withdraw any of these relaxations which have been in force for so many years now.

It is also felt that the two examples mentioned by you, viz: (i) operational difficulties, and (ii) when it becomes necessary to modify the relative priority in descants to meet certain emergent situations perhaps may fall under the two categories mentioned in the Railway letter No. 2997 TC dated 1-3-51. This is in almost all the cases a matter to be decided by the people on the spot and I am confident that in actual practice there should be no difficulty felt by the Food Corporation of India in this matter.
Copy of Railway Board's No 2907-TC dated 1-3-51 addressed to the Ministry of Food & Agriculture

SUBJECT:—Wage registration fee.

REF.:—Ministry of Food's U.O. No. M-2636/SV/XX dated the 24th January, 1951.

Attention of Ministry of Food is invited to the Ministry of Railway (Railway Board) Memo No. 2907-TC, dated 6th August, 1949 (copy enclosed for ready reference). In regard to the Ministry of Food's request that the registration fee should not be forfeited when the destination station is modified, the Ministry of Railways (Railway Board) agree so far as movement of consignments of foodgrains are concerned, when:

(i) the destination station is modified without affecting any junction capacity limited by quotas and
(ii) plans for movement have to be modified:—

(a) under instructions from recipient Government to meet greater scarcity conditions in some areas.
(b) arising out of a change in the allocations made by the Central Ministry of Food

The rules already in existence do not contemplate forfeiture of the registration fee in the cases where registration is cancelled before arrangements have been made by railways to supply wagons.
### APPENDIX—IV
(Reference Paragraph 86)

LIST OF STATIONS FOR BLOCK RAKEL LOADING OF FOODGRAINS AS AGREED TO BY THE RAILWAY

<table>
<thead>
<tr>
<th>PUNJAB STATE</th>
<th>Division</th>
<th>Station</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nekoda</td>
<td>S.P.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Narsingh</td>
<td>2 points</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nekoda</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ahmedgarh</td>
<td>S.P.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Malerkota</td>
<td>S.P.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kilaraijpur</td>
<td></td>
<td>2 Points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ahmedgarh</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kilaraijpur</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ahmedgarh</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Malerkota</td>
<td></td>
<td>3 points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sangur</td>
<td></td>
<td>2 points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sutlam</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lehna gazi</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moga</td>
<td>S.P.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jagraon</td>
<td>S.P.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mullapan</td>
<td>S.P.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ferozepur Cantt.</td>
<td>S.P.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Faridkot</td>
<td></td>
<td>2 points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kotlapura</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jhalalabad</td>
<td></td>
<td>2 points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ferozepur City</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garsia Pahari</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Giddarbaha</td>
<td></td>
<td>2 points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Malout</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Abhotar</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tana Urmia</td>
<td></td>
<td>2 points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dausa</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mukerian</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Bikaner Division**

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Muktar</td>
<td>S.P.</td>
<td></td>
</tr>
<tr>
<td>Fazilka</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Muktar</td>
<td></td>
<td>2 Points</td>
</tr>
<tr>
<td>Bariwala</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kotkapura</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jaitu</td>
<td></td>
<td>2 points</td>
</tr>
<tr>
<td>Gontama</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ramai</td>
<td></td>
<td>2 points</td>
</tr>
<tr>
<td>Bhatinda</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sangai</td>
<td>S.P.</td>
<td></td>
</tr>
<tr>
<td>Bhatu</td>
<td>S.P.</td>
<td></td>
</tr>
<tr>
<td>Sirsa</td>
<td>S.P.</td>
<td></td>
</tr>
<tr>
<td>Hanui</td>
<td>S.P.</td>
<td></td>
</tr>
<tr>
<td>Hisar</td>
<td>S.P.</td>
<td></td>
</tr>
<tr>
<td>Rewari</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gurgaon</td>
<td></td>
<td>2 points</td>
</tr>
<tr>
<td>Panaurdi Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elifenabad</td>
<td></td>
<td>S.P.</td>
</tr>
<tr>
<td>Dabwali</td>
<td>S.P.</td>
<td></td>
</tr>
</tbody>
</table>

**HARYANA STATE**

**Delhi Division**

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambala City</td>
<td></td>
<td>2 points</td>
</tr>
<tr>
<td>Ambala Cantt.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jagadhari</td>
<td>S.P.</td>
<td></td>
</tr>
<tr>
<td>Kaithal</td>
<td>S.P.</td>
<td></td>
</tr>
<tr>
<td>Kailthal</td>
<td></td>
<td>S.P.</td>
</tr>
<tr>
<td>Pehowas road</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

53
<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uttar Pradesh Delhi Division</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Kurukshetra</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Karnal</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Panipat</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Tarun Bor</td>
<td>2 days</td>
</tr>
<tr>
<td></td>
<td>Shubbad Markanda</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Jhajhuri</td>
<td>2 points</td>
</tr>
<tr>
<td></td>
<td>Tohana</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Narwana</td>
<td>2 Days</td>
</tr>
<tr>
<td></td>
<td>Rohatia</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Jind City</td>
<td>2 points</td>
</tr>
<tr>
<td></td>
<td>Sidhwan</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Muttraungar</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deoband</td>
<td>2 points</td>
</tr>
<tr>
<td>Moradabad Division</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Meerut City</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Ghaziabad</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Chandauli</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Hapur</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Khurja City</td>
<td>2 days</td>
</tr>
<tr>
<td></td>
<td>Moradabad</td>
<td>2 days</td>
</tr>
<tr>
<td></td>
<td>Rampur</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Bareilly</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Shahjahanpur</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Tilhara</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Najibabad</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Bulandshahr</td>
<td>S.P.</td>
</tr>
<tr>
<td>Allahabad Division</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Aligarh</td>
<td>2 days</td>
</tr>
<tr>
<td></td>
<td>Khurja Jn.</td>
<td>2 days</td>
</tr>
<tr>
<td></td>
<td>Hathras Kailah</td>
<td>2 days</td>
</tr>
<tr>
<td></td>
<td>Dankaur</td>
<td>2 days</td>
</tr>
<tr>
<td></td>
<td>Mainpuri</td>
<td>2 points</td>
</tr>
<tr>
<td></td>
<td>Shikohabad</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Chandauli</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Achala</td>
<td>2 points</td>
</tr>
<tr>
<td></td>
<td>Phulpur</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hardunia</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Etawah</td>
<td>2 days</td>
</tr>
<tr>
<td></td>
<td>Barhanso</td>
<td>2 points</td>
</tr>
<tr>
<td>Lucknow Division</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lucknow</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Faizabad</td>
<td>S.P.</td>
</tr>
<tr>
<td></td>
<td>Varanasi</td>
<td>S.P.</td>
</tr>
</tbody>
</table>
LIST OF TERMINALS AGREED TO BY THE RAILWAY BOARD FOR UN-LOADING OF FOOD-GRAINS WAGONS

WEST BENGAL
CALCUTTA COMPLEX
1. HOWRAH
2. KALIGHAT
3. COSIMPORE ROAD CSD SDG.
4. SEALDAH
5. SHYAM NAGAR/SODPUR
6. RANIGANJ
7. KHARAGPUR

CALCUTTA PORT OPERATION
1. JIP/JERSEY LN SDG 35 EACH
2. KALYANI
3. DURGAPUR

SOUTH BENGAL
1. MOKAMEH NEW SDG
2. GAYA FSD SDG
3. DIGHA GHAT
4. DANAPUR
5. TATANAGAR
6. DHAIBAD
7. RANCHI/HATIA
8. BHAGALPUR
9. MONGHYR

ASSAM/NAG
1. NEW BONGAIGAON
2. JOGHOPA

ORISSA
1. BHUBANESHWAR
2. KHURDA ROAD
3. CUTTACK
4. RAURKELA
5. GARH DHEN KANAL
6. JAIPUR KEONJHAR ROAD
7. SAMBALPUR

WEST ZONE
1. BOMBAY PORT AREA
2. KANDIVLI
3. AINI (NAGPUR)
4. MANMAD
5. DEHU ROAD
6. SHOLAPUR
7. GORPUR
8. SABARMATI
9. VIRAIGAON
10. AHMED NAGAR
11. BARODA MY
12. GODHRA
13. RANOLI
14. BAIUVA
15. NADIAD
16. NEW KANDLA

RAJASTHAN/R.G.
1. KOTA
2. SAWAI MADHOPUR
3. SRIKGANANAGAR
4. BHARATPUR

RAJASTHAN/NG
1. BARMER
2. JALOR
3. BHAGAT-KIKOTHI
4. PHALODI
5. POKAN
6. JABALMER
7. PALI MARWAR
8. MARWAR IN.
9. TABUJI
10. BHILWARA
11. GANDHINAGAR
12. SIROHI ROAD
13. MEHTA CITY
14. JHUNJHUNU
15. SIKAR
16. RANA PARGAP NAGAR
17. NAGAUR

MADHYA PRADESH
1. NISHATPURA (BHOPAL)
2. RAINAIGAON
3. RAIPUR
4. BILASPUR
5. MADAN MAHAL
6. KATNI
7. SATNA
8. KAPA SIDING SERVED BY RAIPUR STORE DEPOT.
9. MANDIR HASAUDA
10. MAHA SAMUD/BAGHEHERA

APPENDIX V
(Reference Paragraph 8.6)
**GUJARAT/MG.**
1. BHAVNAGAR  
2. NAVALAKHI  
3. MORVI  
4. SABARMATI  
5. VIRAMGAM  
6. GONDAL  
7. RAJKOT  
8. JAMNagar  
9. NEW KANDLA

**SOUTHERN ZONE**
1. AVADI  
2. TIRUCHIRAPALLI  
3. COIMBATORE NORTH  
4. SALT COTARUS  
5. MADURAI  
6. COCHIN HARBOUR TERMINUS  
7. ARKONAM  
8. WEST HILL  
9. TRICHUR  
10. ETAKKOT  
11. CANNANORE  
12. VISHAKHAPATNAM  
13. SANAT NAGAR  
14. KRISHNA RAJA PURAM  
15. BANGARAPET  
16. TADEPALLEGEDEM  
17. BHIMA VARAM  
18. GUDIVADA  
19. TENALI  
20. TEMMANCHERLA  
21. HUBLI  
22. BAICHUR  
23. GULBERGA  
24. QUILON  
25. CHINGAVANAM  
26. MULAGUNNAHATHUKAYU  
27. OLAVAKKOT  
28. MACHILIPATNAM  
29. RAJA MUNDRY  
30. KRISHNA CANAL  
31. KAKINADA  
32. AKIVIDU  
33. NIDDAVUVU JN.

**NORTH ZONE**

**U.P. (BG)**
1. FAIZABAD  
2. BARABANKI  
3. LUCKNOW  
4. NAINI  
5. CHANDARI  
6. RAJ BAREILLY  
7. VARANASI  
8. AGRA  
9. LALITPUR  
10. HARDU GAJNI  
11. RAMPUR  
12. MORADABAD

**U.P. (MG)**
1. GHORAKHPUR  
2. BASTI  
3. SHAHGANJ (BG/MG)  
4. DEORIA  
5. GONDA  
6. BAHRAICH  
7. GHAZIPUR  
8. RAJWARI  
9. AZAMGARH
### APPENDIX—VI

**RAIL-CAPACITY AVAILABLE AT VARIOUS SECTIONS OF NORTHEN RAILWAY FOR LOADING OF FOOD GRAIN SPECIALS**

<table>
<thead>
<tr>
<th>Section</th>
<th>Flow of Traffic</th>
<th>Capacity in terms of specials per day</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Eastern</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Western</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amritsar—Jullunder City</td>
<td>Eastern</td>
<td>2.0</td>
</tr>
<tr>
<td>Amritsar—Pathankot</td>
<td></td>
<td>0.25</td>
</tr>
<tr>
<td>Amritsar—Khem Karan</td>
<td></td>
<td>0.5</td>
</tr>
<tr>
<td>Jullunder City—Pathankot</td>
<td></td>
<td>0.25</td>
</tr>
<tr>
<td>Phagwara—Nawanwalha Doaba</td>
<td></td>
<td>0.25</td>
</tr>
<tr>
<td>Jullunder Cantt—Hoshiarpur</td>
<td></td>
<td>0.25</td>
</tr>
<tr>
<td>Ferozepur—Ludhiana</td>
<td></td>
<td>1.0</td>
</tr>
<tr>
<td>Ferozepur—Ludhiana</td>
<td></td>
<td>1.0</td>
</tr>
<tr>
<td>Ferozepur—Jullunder City</td>
<td></td>
<td>1.5</td>
</tr>
<tr>
<td>Ferozepur—Faridkot</td>
<td></td>
<td>1.25</td>
</tr>
<tr>
<td>Ferozepur—Bhatinda</td>
<td></td>
<td>0.25</td>
</tr>
<tr>
<td>Ludhiana—Jallal</td>
<td></td>
<td>1.5</td>
</tr>
<tr>
<td>Phillaur—Loheankhas</td>
<td></td>
<td>0.25</td>
</tr>
<tr>
<td>Bhatinda—Abhar</td>
<td></td>
<td>0.25</td>
</tr>
<tr>
<td>Allahabad Division</td>
<td></td>
<td>4.5</td>
</tr>
<tr>
<td>Lucknow Division</td>
<td></td>
<td>6.0</td>
</tr>
<tr>
<td>Moradabad Division</td>
<td></td>
<td>10.5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Eastern</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Western</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(Railway Board)

No. 70-TIII/32(9)

The General Managers,
Central Railway, Bombay,
Western Railway, Bombay,
Southern Railway, Madras,
South Central Railway, Secunderabad,
South Eastern Railway, Calcutta,
Eastern Railway, Calcutta,
North Eastern Railway, Gorakhpur,
Northeast Frontier Railway, Gauhati,
Northern Railway, New Delhi.

SUBJECT:—Rationalisation of the Movement of Imported Foodgrains and Fertilizers.

A copy of the modified Rationalisation Scheme for movement of imported foodgrains and fertilisers is enclosed for strict observance.

2. In this connection the following points may be noted:

(i) The Rationalisation Scheme applies not only to the movement from the ports but also to the movement from depots in the hinterland served by the group of ports.

(ii) Movements from depots in the hinterland of one group of ports to destinations in the same hinterland would be treated as within the Rationalisation Scheme but movements from a depot falling in the hinterland of one group of ports to a destination falling in the hinterland of another group of ports is to be treated as outside the Rationalisation Scheme.

(iii) No irrational movement of imported foodgrains and fertilisers in higher class of priority should be allowed without Board’s prior approval.

(iv) (a) Movement of fertilisers from Saurashtra Ports (Viz. Bhavnagar, Navlakhi & Veraval) to destinations north of Palanpur and via Veramgan/Saburari will take place within the daily quotas as notified under this office endorsement No. 69-TIII/32/9 dated 17-4-49.

(b) Movement of imported foodgrains and fertilisers from Kandi. Port to destinations via North of Palanpur will be regulated within the daily quotas fixed for this port every month.

3. The receipt of this letter may please be acknowledged.

5d/-

(T. H. VENKATARAMAN)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS (RAILWAY BOARD)

No. 70/TT-III/32/9.
New Delhi, dated 7-6-1973

General Managers,
Central Railway, Bombay.
Eastern Railway, Calcutta.
Northern Railway, New Delhi.
North Eastern Railway, Gorakhpur.
Northeast Frontier Railway, Puri.
Southern Railway, Madras.
South Central Railway, Secunderabad.
South Eastern Railway, Calcutta.
Western Railway, Bombay.

Subject:—Rationalisation of the movement of imported food grains and fertilizers.

Please refer to this office letter of even number dated 7.7.1970 on the subject noted above.

Items 2(b) of the Annexure there to may be amended as under:

"(ii) Costuming areas.

Movement of fertilizers from Visakhapatnam Port to destinations in Andhra Pradesh served by South Eastern Railway and also to stations served by South Central Railway via Waltair and Vijayawada upto Nellore.

The receipt of this letter may please be acknowledged.

Sd/- S.N. Bose
Assistant Director, Traffic Trans. (G)
Railway Board.

No. 70/TT-III/32/9


Sd/- S.N. Bose
Assistant Director, Traffic Trans. (G)
Railway Board.
Modified Rationalisation Scheme for movement of imported foodgrains and fertilizers.

Serving Ports

'A' Bombay, Kandla (BG) and Magdala

'B' Calcutta, Visakhapatnam, Haldia and Paradip

'C' Madras, Kakinada, Cochin, Pondicherry, Nagoanjima, Tuticorin, Cochin, Mangalore, Kozhikode, Karwar, Alleppy, Mormugao, Trivandrum and Mawlipatnam.

'D' Kandla (MG), Bhavnagar, Navlakhi, Veraval, Okha, Portbundar and Rozi (Bed).

Consuming areas

Maharashtra, Madhya Pradesh, Delhi, Chandigarh, Jammu & Kashmir, Himachal Pradesh and B.G. destinations in Gujarat, Rajasthan, Western U.P., Haryana and Punjab and Defence needs in the above areas. (fertilizers to M.G. destinations in Maharashtra reached via Foina will be moved from Mormugao Port in Group 'C'.

(i) West Bengal, Assam, Tripura, Bihar, Orissa, Eastern U.P. (Broad Gauge) and Defence needs in the above areas, fertilizers are permitted to move from Calcutta to all BG destinations in U.P.

(ii) From Visakhapatnam Port to destination in Madhya Pradesh served by South Eastern Railway and also to stations served by South Central Railway upto Vijayawada. (Movement of fertilizers from Madras Port to above sections to be restricted to avoid cross movement).

(iii) From Visakhapatnam port to destination in Madhya Pradesh served by South Eastern Railway. (Movement of fertilizers to these areas of Madhya Pradesh from Group (A) ports to be restricted).

Madras, Mysore, Andhra Pradesh, Kerala and Pondicherry. (Mormugao to also meet the demands of MG destinations in Maharashtra.)

M.G. destination in Gujarat, Haryana, Punjab, Rajasthan, U.P. (Bhavnagar, Navlakhi, Veraval Ports to serve the needs of MG stations in Gujarat so that movements to destinations north of Palanpur from Suratashtra Ports including, Kandla are avoided except as subject to specific wagon quotas for north of Palanpur.)
GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(Railway Board)

OFFICE MEMORANDUM

No. 75/TT-III/33/16

New Delhi, dated 13-10-1976.

Subject:—Loading of fertilisers in block rakes to selected rail terminals.

The undersigned is directed to refer to Ministry of Agriculture & Irrigation, Deptt. of Agriculture's office memorandum No. 11-I/76-FM dated 3-8-76 on the subject noted above and to state that the list of approved terminals for despatch of fertilisers in block rakes circulated with Ministry of Agriculture's letter No. 11-I/76-FM dated 27-8-1976, has been examined in consultation with the Railways and a list of approved terminals fit for dealing with imported fertilisers traffic in block rakes is enclosed. In addition, it will also be possible to handle fertilizers traffic in block rakes at the following terminals:—

1. Agra Cantt. 6. Shahabad
2. Bhanpur 7. Kanpur
3. Ratlam 8. Mokameh
5. Jogjpur 10. Sichind

It will not be possible to handle fertiliser traffic in block rakes at Yadgir.

2. As regards some other stations like Hisar (BG), Tuglakabad, Narnaul and Katihar, the matter is under consideration in consultation with Rly. Administrations concerned and a further reply will follow.

Sd/-
(S.N. Bose)
for Secretary, Railway Board

Ministry of Agriculture & Irrigation,
Department of Agriculture,
Deputy Commissioner (Mmt.),
Keshri Bhavan,
New Delhi.
APPENDIX—VII/2—A

(Reference Paragraph 8.11)

List of approved rail terminals fit for dealing with imported fertilisers traffic in block/half/quarter rake.

<table>
<thead>
<tr>
<th>Name of station</th>
<th>Fit for dealing with imported/Fertiliser traffic in block/half/quar- ter rake</th>
</tr>
</thead>
<tbody>
<tr>
<td>Punjab</td>
<td></td>
</tr>
<tr>
<td>Bhatinda (BG)</td>
<td>1/4 rake</td>
</tr>
<tr>
<td>(MG)</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Kotkapura (BG)</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>(MG)</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Jakhal</td>
<td>1/4 rake</td>
</tr>
<tr>
<td>Patiala</td>
<td>1/4 rake</td>
</tr>
<tr>
<td>Moga</td>
<td>1/4 rake</td>
</tr>
<tr>
<td>Ludhiana</td>
<td>Full rake</td>
</tr>
<tr>
<td>Malerkotla</td>
<td>Full rake</td>
</tr>
<tr>
<td>Ferozepur Cantt.</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Amritsar</td>
<td>Full rake</td>
</tr>
<tr>
<td>Jullundur City</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Jullundur Cantt.</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Gurdaspur</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Nawanshahr Douba</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Khammara</td>
<td>1/4 rake</td>
</tr>
<tr>
<td>Phagwara</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Phillaur</td>
<td>Full rake</td>
</tr>
<tr>
<td>Jaitu</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Fazilka</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Muktsar</td>
<td>1/2 rake (BG and 1/4 rake MG)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Uttar Pradesh</td>
<td></td>
</tr>
<tr>
<td>Faizabad</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Meerut City</td>
<td>1/4 rake</td>
</tr>
<tr>
<td>Rampur</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Bullandshahr</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Bareilly</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Lucknow</td>
<td>Full rake</td>
</tr>
<tr>
<td>Allahabad</td>
<td>Full rake</td>
</tr>
<tr>
<td>Varanasi</td>
<td>Full rake</td>
</tr>
<tr>
<td>Agra Udhgh (MG)</td>
<td>Full rake</td>
</tr>
<tr>
<td>Shapur</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Deorahandar</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Gorskhpur</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Bauti</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Gonda</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Hariana</td>
<td>1/4 rake</td>
</tr>
<tr>
<td>Karnal</td>
<td>1/4 rake</td>
</tr>
<tr>
<td>Kurukshetra</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Rohtak</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Hisar (MG)</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Sioua</td>
<td>1/4 rake</td>
</tr>
<tr>
<td>Gurugon</td>
<td>1/4 rake</td>
</tr>
<tr>
<td>Bewari</td>
<td>1/4 rake</td>
</tr>
<tr>
<td>Madhya Pradesh</td>
<td></td>
</tr>
<tr>
<td>Indore</td>
<td>Full rake</td>
</tr>
</tbody>
</table>

62
<table>
<thead>
<tr>
<th>Name of Station</th>
<th>Fit for dealing with imported fertilizer in block/half/quarter rake.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rajasthan</td>
<td></td>
</tr>
<tr>
<td>Kota</td>
<td>Full rake</td>
</tr>
<tr>
<td>Sriganganagar (BG)</td>
<td>Half rake</td>
</tr>
<tr>
<td>(MG)</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Jaipur</td>
<td>Full rake</td>
</tr>
<tr>
<td>Ajmer</td>
<td>Full rake</td>
</tr>
<tr>
<td>Bihar</td>
<td></td>
</tr>
<tr>
<td>Danapur</td>
<td>Half rake</td>
</tr>
<tr>
<td>Gaya</td>
<td>Half rake</td>
</tr>
<tr>
<td>Patna</td>
<td>Splitting of rake is necessary as other local wagons are heavy.</td>
</tr>
<tr>
<td>Digha</td>
<td>Splitting of the rake is necessary.</td>
</tr>
<tr>
<td>Samastipur</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Narainpur Anani</td>
<td>Full rake</td>
</tr>
<tr>
<td>Barauzi</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Andhra Pradesh</td>
<td></td>
</tr>
<tr>
<td>Hyderabad</td>
<td>1/2 rake</td>
</tr>
<tr>
<td>Warangal</td>
<td>Not more than 20 wagons at a time can be dealt with.</td>
</tr>
<tr>
<td>Peddapalli</td>
<td>Full rake</td>
</tr>
<tr>
<td>Adoni</td>
<td>Provided block rake of fertilizers are received at an interval of 3 days.</td>
</tr>
<tr>
<td>Vijaywada</td>
<td>About 20 wagons per day can be dealt with.</td>
</tr>
<tr>
<td>Nizamabad</td>
<td>If the booking is from BG loading all should be organised in half rake for transhipment at Moula Ali.</td>
</tr>
<tr>
<td>Kurnool</td>
<td>About 20 wagons per day can be dealt with.</td>
</tr>
<tr>
<td>Assam</td>
<td>If the booking is from BG loading should be organised in half rake for transhipment at Moula Ali.</td>
</tr>
<tr>
<td>Karnataka</td>
<td></td>
</tr>
<tr>
<td>Raichur</td>
<td>Full rake</td>
</tr>
<tr>
<td>Bellary</td>
<td>Full rake</td>
</tr>
<tr>
<td>Bangarpet</td>
<td>Suitable to the extent of 45 wagons only.</td>
</tr>
</tbody>
</table>
**OFFICE MEMORANDUM**

No. 15/TT-III/33/10

New Delhi, dated 1-1-1977

**SUBJECT:** Loading of fertilisers in block rakes to selected rail terminals.

The undersigned is directed to refer to para 2 of this Ministry's office memorandum of even number dated 13-10-1976, on the subject noted above and to state that the following stations are suitable for handling with imported fertiliser traffic in block/half rake:

Name of station | Full for dealing with imported fertiliser traffic in block/half/rake. | Half rate. | Full rate.
--- | --- | --- | ---
1. Binaar (BG) | | | |
2. Naraul | | | |

It will not be possible to handle fertiliser traffic in block rakes at Katihar and Tughlakabad. No goods shed has been provided at Tughlakabad.

Ministry of Agriculture & Irrigation,
Department of Agriculture,
(Deputy Commissioner, Movt.)
Krishi Bhavan,
New Delhi.

Sd/- S.N. Bose
for Secretary, Railway Board.

*COPY*

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(Railway Board)
<table>
<thead>
<tr>
<th>Port</th>
<th>Daily Quota of Railway Wagons</th>
<th>As on</th>
<th>Wagon Loading</th>
<th>Stock on Hand</th>
<th>Ships Discharging/Waiting</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMMODITY</td>
<td></td>
<td>Indents</td>
<td>Day's Loading</td>
<td>Daily Average</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------------------------</td>
<td>-------</td>
<td>---------------</td>
<td>---------------</td>
<td>--------------</td>
</tr>
<tr>
<td>1. Calcutta</td>
<td>FG FT</td>
<td>25</td>
<td>BG/MG</td>
<td>BG/MG</td>
<td>BG/MG</td>
</tr>
<tr>
<td>2. Vizag</td>
<td>FG FT</td>
<td>55</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Paradep</td>
<td>FG FT</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Madras</td>
<td>FG FT</td>
<td>30/5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Tuticorin</td>
<td>FG FT</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Nagapattinam</td>
<td>FG FT</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Prepared on

<table>
<thead>
<tr>
<th>SL No.</th>
<th>Name of the Port</th>
<th>Position as on</th>
<th>Anticipated Arrivals</th>
<th>Progressive Discharge</th>
<th>PROGRESSIVE CLEARANCE TO EACH STATE</th>
<th>Total</th>
<th>D.L.I.C. ON Hand</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Calcutta</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Visag.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Kochinada</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Madras</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Tuticorin</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Nagapattinam</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Coovdalore</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Cochin</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
G.19(67)/Fert/MPO.

DAILY STATEMENT SHOWING PROGRESSIVE DESPATCHES OF IMPORTED FERTILIZERS EXPORTS TO

VARIOUS STATES DURING THE MONTH OF 19...

Prepared on

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Port</th>
<th>Position in on</th>
<th>Anticipated Arrivals</th>
<th>Progressive Discharge</th>
<th>PROGRESSIVE CLEARANCE TO EACH STATE</th>
<th>Total</th>
<th>D.I.F.C. on Hand</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Calcutta</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>VIZAG</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Kakinada</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Madras</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Tuticorin</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Nagapattinam</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Coaldale</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Cochin</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SUB: Loading of open wagons—Precautions

In continuation of this office letter No, G-6/1(68)_C.I.C dated 17-12-1968 (Movt. Comml. Circular No. 14) all concerned are once again reminded that while efforts will be made by the Railways to supply maximum number of covered wagons possible, yet loading of open will be inevitable.

II(a) As and when a Regional Manager decides to load open wagons he will ensure that his staff understand the following instructions:

1. Open wagons shall be loaded in block sizes only, repeat block sizes only, and not piece meal.

2. Tarpaulins of suitable size and good condition with proper lashings shall be supplied by the railway, but these shall be secured by our labour. The staff entrusted with the task of arranging despatches at rail heads shall ensure that this is done to the satisfaction of the Station Master. In this connection attention is invited to this office circular No. G-6/1(69)_C.I.C dated 8-1-69 (Movt. Commercial Circular No. 17).

3. To ensure that in the event of rain water accumulates on the tarpaulin does not seep through and damage the foodgrains, loading shall invariably be pyramidal.

4. Open wagons so loaded shall be escorted by Railway protection force from start to finish.

5. Open wagons under this arrangement shall be loaded only during non-monsoon periods.

6. To ensure that in the event of wagon labels getting washed away or otherwise destroyed enroute past on labels as prepared by the railways are invariably posted inside the wagon doors with full booking particulars.

7. Packing sheet in each case as required vide FCI Office Manual Vol. 1 Rule No. 39-6 Sub-rule 8 and Head Office circular No. G-6/1(69)_C.I.C dated 15th March, 1969 are invariably placed and stitched on to the bag nearest each wagon door.

(b) If on any occasion the railway do not have tarpaulins at any station at a particular time, we may, if possible, even consider lending some tarpaulins to them, in which case a remark shall be passed by the Station Master on the RR that FCI's own tarpaulins have been used and that these have to be returned to the sender without loss of time without payment of freight.

(c) With the above precautions, it is hoped that there should be no loss/damage to foodgrains in transit and nor there should be any occasion for wagons to be missing or to reach stations at unconnected assignments.

III. It is imperative that as soon as any consignment with damaged foodgrains reaches at a particular station, the circumstances responsible therefor should be immediately ascertained and full report submitted to the despatching region as well as to the Head Office. The action to be taken in the matter of arranging assessment with the railways and preferring of claims etc. shall continue to be taken as-here-to-fore without loss of time.

IV. (a) Regional Managers at the receiving end also will please issue instructions to the staff concerned to specifically note, especially in the event of loss/damage, where any of the above instructions have not been complied with, and report the lapses to the despatching ends under advice to the Regional Manager of the despatching end as also of the receiving end.

(b) At the end of the month, a consolidated report of all such lapses will be sent to the Head Office by the Regional Office of the receiving end, grouping the lapses on the part of each despatching rail head separately so that remedial measures can be taken where needed.

Copy of instructions issued may please be endorsed to this office.
APPENDIX IX
(Reference paragraph 10.2)

FREE TIME PRESCRIBED BY THE RAILWAYS FOR LOADING/UNLOADING OF WAGONS

(1) **Inward (Unloading)**
   - (a) 1 — 10 Box wagons .................................................. 5 hours
   - (b) 11 — 19 Box wagons .................................................. 6 hours
   - (c) 20 and more .................................................................. 9 hours
   - (d) All other type of wagons  
     (Excluding BFR) .......................................................... 5 hours

(2) **Outward (Loading)**
   - (a) 1 — 19 Box wagons .................................................. 5 hours
   - (b) 20 and more Box wagons ........................................... 7 hours  
     *Revised w.e.f. 15-3-76
   - (c) All other type of wagons  
     (Excluding BFR) .......................................................... 5 hours
   - *(Free time as revised w.e.f. 15-3-76.)*

<table>
<thead>
<tr>
<th>(For General Public)</th>
<th>(For PCI)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) 1 — 10 Box wagons</td>
<td>5 hours</td>
</tr>
<tr>
<td>(b) 11 — 19 Box wagons</td>
<td>6 hours</td>
</tr>
<tr>
<td>(c) (i) 20 to 35 Box wagons</td>
<td>8 hours</td>
</tr>
<tr>
<td>(ii) 36 and above Box wagons</td>
<td>8 hours</td>
</tr>
</tbody>
</table>
| (d) All other type of wagons  
  (Excluding BFR) | 5 hours  | 5 hours |
## MAIN TRANSHIPMENT POINTS ON INDIAN RAILWAYS

<table>
<thead>
<tr>
<th>Name of Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manmad</td>
</tr>
<tr>
<td>Garhara</td>
</tr>
<tr>
<td>Manduadish</td>
</tr>
<tr>
<td>New Bongaigaon</td>
</tr>
<tr>
<td>New Jalpaiguri</td>
</tr>
<tr>
<td>Barabanki</td>
</tr>
<tr>
<td>Bareilly</td>
</tr>
<tr>
<td>Bhatinda</td>
</tr>
<tr>
<td>Delhi Sarai Rohilla</td>
</tr>
<tr>
<td>Hisar</td>
</tr>
<tr>
<td>Lucknow</td>
</tr>
<tr>
<td>Ghauganj</td>
</tr>
<tr>
<td>Hotgi</td>
</tr>
<tr>
<td>Mau I A</td>
</tr>
<tr>
<td>Miraj</td>
</tr>
<tr>
<td>Tadepalle gudem</td>
</tr>
<tr>
<td>Arkanam</td>
</tr>
<tr>
<td>Bangalore City</td>
</tr>
<tr>
<td>Coimbatore</td>
</tr>
<tr>
<td>Renigunta</td>
</tr>
<tr>
<td>Tiruchirappalli</td>
</tr>
<tr>
<td>Agra East Bank</td>
</tr>
<tr>
<td>Raillam</td>
</tr>
<tr>
<td>Sabarmati</td>
</tr>
<tr>
<td>Sawai Madhopur</td>
</tr>
<tr>
<td>Virangam</td>
</tr>
</tbody>
</table>

(Reference paragraph 11.3)
APPENDIX XI

(Reference paragraph 12.3)

January 28, 1975

The Board of Directors in their Seventy Ninth meeting held at New Delhi on 21st December, 1974 have approved the delegation of the following powers for conclusion of road transport contract. This delegation supersedes the powers already delegated in this regard.

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Authority</th>
<th>Extent in which powers delegated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>District Managers</td>
<td>Upto Rs. 5,000 by adhoc sanction in an emergency subject to justification.</td>
</tr>
<tr>
<td>2.</td>
<td>Regional Managers/ Sr. Regional Managers/ Joint Managers (PO)</td>
<td>Upto Rs. 25,000 by limited tenders and upto Rs. 50,000 by open tenders.</td>
</tr>
<tr>
<td>3.</td>
<td>Zonal Managers</td>
<td>Upto Rs. 25,000 by limited tenders and full powers by open tenders in consultation with the Zonal Deputy Financial Adviser.</td>
</tr>
<tr>
<td>4.</td>
<td>Managing Director</td>
<td>Full powers in consultation with the Financial Adviser at the Head-Office</td>
</tr>
</tbody>
</table>

It has also been decided that the present limit of 100 kms and 200 kms upto which the Regional Managers and Zonal Managers respectively can authorize road movement in terms of Movt. Division Circular No. C-9/Rev(RM)(4)73 Movt. dated 16-8-75 be raised to 200 kms in the case of Regional Managers and 500 kms in the case Zonal Manager. This will apply to Foodgrains only.

Under the present instructions though the Zonal Managers had full powers to against road transport contractors by open tender, cases were submitted to Head Office for approval where the quotation was higher by 30 per cent or more above the Railway freight for that distance. This percentage limit for acceptance of tenders for road transport vis-a-vis the Railway freight for that distance has also been decided to be raised to 50 per cent from the existing limit of 30 per cent. The percentage limit may, however, be ignored when Head Office issues special instructions to meet emergent situations.

(Authority item 11(g) of the Seventy Ninth meeting of the Board of Directors held at New Delhi on 21-12-1974).
Reference is invited to Head Office Circular letter No. FPC/11/(4)/(26) dated 28-1-75 regarding delegation of powers to the various authorities in the Corporation of conclusion of road transport contract.

The issue regarding the scope of the Zonal Managers' powers to authorise road movement upto a distance of 500 kms was examined afresh in the Senior Officers meeting held on 15th and 16th October, 1975. It has been decided by the Management that Zonal Managers may authorise road movement whether intra-state or inter-state, upto a distance of 500 kms subject to the condition that the inter-state road movement if and when authorised will have to be within the respective jurisdiction of the zone besides being within a distance of 500 kms. When the movement outside the zone is involved, sanction of the Head Office would be necessary.

There is no change in other aspects of delegation of powers communicated in the circular dated 28-1-75 cited above.
FORWARDING NOTE FOR GENERAL MERCHANDISE

Size—1/2 foolscap or 21.59 cm X 34.29 cm  colour of paper—Buff

(Approved by the Central Govt. for use on all Railways under Section 72 of the Indian Railways Act, 9 of 1890)

TO THE STATION MASTER.......................................................... RAILWAY.................................................. STATION

Please receive the undermentioned consignment and forward by Goods and/or Mixed train* / Coaches and/or Mixed train* to:

on the Railway as consigned below:

<table>
<thead>
<tr>
<th>By whom consigned</th>
<th>To whom consigned</th>
<th>Station to</th>
<th>No. of articles</th>
<th>Description and private marks</th>
<th>Sender's weight (Qtr. &amp; Kgs.)</th>
<th>Freight paid/to pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Address</td>
<td>Name</td>
<td>Address</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I do hereby certify that I have satisfied myself that the description, marks and weight or quantity of goods consigned by me have been correctly entered in this Forwarding Note.

1. (1) External packing condition IP/- applicable has* / has not been complied* with.
2. (2) Outer packing is defective as follows:
3. (3) The consignment is in bad condition as follows:
4. (4) Compulsory packing Condition IP/- and P/- applicable to the commodity ........................................ have been complied with.
5. (5) At my request the consignment is despatched in open.
6. (6) Alternative risk and owner's risk rates being available, I elect to pay the
7. (7) To be forwarded via ................................................................. (a dearer route*) at my request.
8. (8) The cheapest route being closed* / partially closed to be charged via ............................................the next cheapest open route.
9. (9) Notwithstanding the above, I agree to pay freight by the dearer route if goods are actually carried by that route and if the Rly. Admn. is authorised by the Central Government to do so under section 27(A) of the Indian Railways Act.

Signature of Sender or his Agent ..............................................
Dated: ..........................................................................
Address: ...........................................................................

*Strike out where inapplicable.
†Strike out any clause inapplicable before signing this form.

The attention of the sender or his agent is invited to the principal terms and conditions applying to the carriage of goods by railway which are set forth in the Railways Goods and Coaching Tariffs and to the explanatory notes on the back hereof.

Note: Additions or alterations made in the above entries must be signed (not initialled) by the sender or his agent.
EXPLANATORY NOTES

(1) Wherever an internal packing condition has been shown in the Tariff against a commodity the fact whether the internal packing prescribed has been provided or not should be recorded in Clause (1) overleaf. The consignment will not be accepted for carriage unless the declaration as per Clause (1) overleaf is recorded.

(2) A consignment not packed in accordance with the railway rules will not be accepted for carriage unless the nature of the defect, e.g., "not packed as per railway rules", "2 cases plank broken", "12 Drums leaky", etc., etc., is recorded against Clause (2) overleaf.

(3) A consignment which is already in bad condition will not be accepted for carriage unless the exact condition e.g., "bales wet", "contents smelling", etc., etc., is recorded in Clause (3) overleaf.

(4) Wherever a compulsory packing condition has been shown in the Tariff against a commodity the consignment will not be accepted for carriage unless the internal and outer packing conditions prescribed have been complied with and the declaration as per Clause (4) overleaf is recorded.

(5) When a sender desires to despatch in open vehicles or vessels, a consignment which would otherwise be carried in covered vehicles or vessels, he must enter the word "vehicles" or "vessels" as the case may be in the appropriate place in clause (5) overleaf.

(6) When alternative railway risk and owner's risk rates are quoted, the latter will apply unless the sender in Clause (6) overleaf, enters the words "railway risk", when he will pay or engage to pay the higher charge and will receive a certificate to this effect.

(7) When a consignment is to be forwarded via other than the shortest route at the sender's request, the route by which the consignment is to be forwarded must be recorded in Clause (7) overleaf.

(8) When a consignment is to be charged via the next cheapest open route, the cheapest route being closed, or partially closed, the route by which the consignment is to be charged must be recorded in Clause (8) overleaf.

Note:—All Clauses and words which are inapplicable are to be struck out before the Forwarding Note is signed.
FORM OF INDEMNITY NOTE

Size—1/4th foolscap or 17 cm X 21.59 cm. 

RAILWAY

INDEMNITY NOTE

**I/We hereby acknowledge to have received from the Railway 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 harmless President of India, his Agents and servants.

*Railway Administration, its Agents and servants and Indemnified in respect of all claims to the said goods.

**I/We also undertake to pay on demand to the Railway freight charges, under-charges, 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 signer is the bona-fide 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 Surety
**Father's name
Age
Profession
Residence
Designation and seal of the Co./Firm
Registered Office/Place of Business
Executed in my presence.

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 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—XIV

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, (hereinafter referred to as "the Principal Obligor") herein, or to his agent 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 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 agrees to deliver the goods to the Principal Obligor as aforesaid without production of the Railway Receipt while taking delivery (for ourselves and on behalf of our heirs, successors, executors, legal representatives and assigns) agree to bind ourselves each and every one of us, to the Railway Administration in the terms set out hereinafter in these presents.

The Principal Obligor agrees and undertakes to surrender the original and proper Railway Receipts to the Railway Administration at, in respect of the goods delivered to them as aforesaid as soon as they are available (if not lost).

In the event of their failure to surrender the original Railway Receipt within ten days of the delivery of any consignment the Principal Obligor agrees and undertakes to execute a separate Indemnity Note along with two sureties approved by the Railway Administration agreeing to indemnify and hold the Railway Administration harmless and free from any liability in respect of the delivery of such consignment.

If there is delay in surrendering Railway Receipts or in executing a separate Indemnity Note, as provided for above, the Railway Administration reserves the right to stop deliveries on the strength of this General Indemnity Note.

The Principal Obligor and the sureties shall jointly and severally at all times, keep the Railway Administration and its 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 suspended or discharged by reason of time being given or for any forbearance, neglect or omission of the Railway Administration whatever (whether with or without the consent of the sureties) nor shall be necessary to see the Principal Obligor before suing the sureties.

The Railway Administration shall have the right to call upon the Principal Obligor 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 thereof.

Notwithstanding anything contained hereinafter, the Principal Obligor agree that in respect of any goods consigned as aforesaid the Railway Administration may demand production of banker's guarantee to its satisfaction and may call 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) in the presence of—

1. 
2. (Signature of the Sureties)

Signed by the Surety (within mentioned) in the presence of—

1. 
2. 

Accepted on

Designation of Officer

For and on behalf of the President of India

In the presence of—

*Words in brackets to be struck out when the surtety is a judicial person.
### List of Railway Sidings for Food Corporation of India Depots

<table>
<thead>
<tr>
<th>Sidings</th>
<th>Gauge</th>
<th>Region</th>
<th>Sidings</th>
<th>Gauge</th>
<th>Region</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Northern Railway</strong></td>
<td></td>
<td></td>
<td><strong>South Eastern Railway</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Delhi Cantt</td>
<td>(BG)</td>
<td>New Delhi</td>
<td>1. Bilaspur</td>
<td>(BG)</td>
<td>M.P.</td>
</tr>
<tr>
<td>2. Delhi Cantt</td>
<td>(MG)</td>
<td></td>
<td>2. Bijnor</td>
<td>(BG)</td>
<td></td>
</tr>
<tr>
<td>5. Firozpur City.</td>
<td>(BG)</td>
<td></td>
<td>5. Bhubaneshwar</td>
<td>(BG)</td>
<td></td>
</tr>
<tr>
<td>6. Moga</td>
<td>(BG)</td>
<td></td>
<td>6. Cuttack</td>
<td>(BG)</td>
<td></td>
</tr>
<tr>
<td>7. Lajpatir</td>
<td>(MG)</td>
<td>Rajasthan</td>
<td>7. Tatapani</td>
<td>(BG)</td>
<td>Bihar</td>
</tr>
<tr>
<td>10. Haridwar</td>
<td>(BG)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Haridwar</td>
<td>(BG)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Chandigarh</td>
<td>(BG)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Ludhiana</td>
<td>(BG)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>North Eastern Railway</strong></td>
<td></td>
<td></td>
<td><strong>South Central Railway</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Gorakhpur</td>
<td>(MG)</td>
<td></td>
<td>1. Krishna Ganda</td>
<td>(BG)</td>
<td></td>
</tr>
<tr>
<td>2. Buda</td>
<td>(MG)</td>
<td></td>
<td>2. Sunathapur</td>
<td>(BG)</td>
<td></td>
</tr>
<tr>
<td>3. Asansol</td>
<td>(MG)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Sarita</td>
<td>(MG)</td>
<td>Bihar</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Eastern Railway</strong></td>
<td></td>
<td></td>
<td><strong>Southern Railway</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Gaya</td>
<td>(BG)</td>
<td></td>
<td>1. Tirumalaperum</td>
<td>(BG)</td>
<td>Karnataka</td>
</tr>
<tr>
<td>2. Dhubal</td>
<td>(BG)</td>
<td></td>
<td>2. Krishnarajapur</td>
<td>(BG)</td>
<td></td>
</tr>
<tr>
<td>3. Digha (Pattani)</td>
<td>(BG)</td>
<td>T.N.</td>
<td>3. Avadi</td>
<td>(BG)</td>
<td></td>
</tr>
<tr>
<td>5. Nittari</td>
<td>(BG)</td>
<td></td>
<td>5. Coimbatore (N)</td>
<td>(BG)</td>
<td></td>
</tr>
<tr>
<td>7. Cuddalore</td>
<td>(BG)</td>
<td></td>
<td>7. Chingavranam</td>
<td>(BG)</td>
<td></td>
</tr>
<tr>
<td>8. Darbhanga</td>
<td>(BG)</td>
<td></td>
<td>8. Guwahati</td>
<td>(BG)</td>
<td></td>
</tr>
<tr>
<td>9. Budge Budge</td>
<td>(BG)</td>
<td></td>
<td>9. West Hill</td>
<td>(BG)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>10. Cochin Harbour</td>
<td>(BG)</td>
<td></td>
</tr>
<tr>
<td><strong>N. F. Railway</strong></td>
<td></td>
<td></td>
<td>Terminus (HS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. New Jalpaiguri</td>
<td>(BG)</td>
<td></td>
<td>11. Cochin Harbour</td>
<td>(BG)</td>
<td></td>
</tr>
<tr>
<td>2. New Jalpaiguri</td>
<td>(MG)</td>
<td></td>
<td>Terminus (P.S.)</td>
<td>(BG)</td>
<td></td>
</tr>
<tr>
<td>3. Siliguri Town</td>
<td>(BG)</td>
<td></td>
<td>12. Kazhakuttan</td>
<td>(BG)</td>
<td></td>
</tr>
<tr>
<td>4. Siliguri</td>
<td>(BG)</td>
<td></td>
<td>Western Railway</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Siliguri Town</td>
<td>(MG)</td>
<td></td>
<td>1. Sambalpur</td>
<td>(BG)</td>
<td>Gujarat</td>
</tr>
<tr>
<td>6. Kharagpur</td>
<td>(MG)</td>
<td>Bihar</td>
<td>2. Sabarmati</td>
<td>(MG)</td>
<td></td>
</tr>
<tr>
<td>7. Gangani</td>
<td>(MG)</td>
<td>Assam</td>
<td>3. Tabli</td>
<td>(MG)</td>
<td>Rajasthan</td>
</tr>
<tr>
<td>9. Jorhat</td>
<td>(MG)</td>
<td></td>
<td>5. Udaipur</td>
<td>(MG)</td>
<td></td>
</tr>
</tbody>
</table>

78
Registered A.D.

PROFORMA FOR PRESENCE OF CLAIMS

Address for Correspondence

Regional Manager,

Food Corporation of India

Dated...

No...........................

The Chief Comm. Suptt. (Claims) Railway,........

Sr No.................................... Station from.................. Station to.................. Invoice No..................

Claim for Rs......................

RR No.......................... dated........................

Sirs,

Under section 78-B read with section 140 of the Indian Railways Act, I beg to prefer a claim on your Railway for a sum of Rs...........

The subject consignment consisting of wagons load with bags containing was dispatched in my favour by Messrs. .................. The wagons bearing numbers arrive on ........... and were delivered to me on ...........

Out of these wagons a case for claim has arisen on account of shortage/damage as will be seen from the undernoted item no.0).

1. Out of ...... bags dispatched in the wagons bearing number only ...... bags were delivered, resulting in shortage of bags, weighing.................. cost of which works out to Rs........... per quintal.

2. Out of ...... bags dispatched in wagons number ...... bags were delivered in damaged/cut/term/ slack condition, resulting in loss of ...... quintals, the cost of which works out to Rs........... per quintal. The position of affected bags into wagon was as under:......

3. The original wagon number ...... was transhipped enroute as ...... into wagon number......

4. (a) Wagons bearing numbers ...... arrived with defective seals, i.e., ......

(b) Open wagons bearing numbers arrived with tarpaulins and lashings disturbed, and piecemeal when it was required to be carried as a part of block special and not escorted by R.P.P. upto in destination.

5. While damage was not provided under the exemption allowed to the Food Corporation of India, the consignment was loaded 18" away from the flap doors.

6. The wagon, on unloading, was found not water-tight.

7. Other remarks such as delay in transit, delay in granting assessment etc.

This may please be acknowledged. Further correspondence on the subject may please be addressed to the Regional Manager, Food Corporation of India.

Expeditious settlement of the claim shall be greatly appreciated.

Thanking you,

Yours faithfully,

Depot Superintendent

For Regional Manager

3 FCI/77—12
## COMPENSATION CLAIMS REGISTER DEPOT

| Sl. No. | Station from | Inv/RR No. & Date | Commodity | Qualifying Remarks on RA | Original wagon No. with particulars of transhipped wagons if any ||| | Covered/ Open* | Date of placement of wagons | Condition of seals at the time of unloading | Extent of shortage/damage (In case of black & torn bags mention location of bags in the wagon) | Remarks stated in the delivery book/Acceptance Report | Date claim lodged | Amount claimed | Date of transfer of the case of RTO | Remarks |
|---------|--------------|-------------------|-----------|--------------------------|-------------------------------------------------------------------------------|---------------------------------------------------------------------|------------------------------------------------|---------------------------------|---------------------------------|-------------------------------------------------|---------------------------------|-----------------|-----------------|-------------------|-----------------|
| 1       |              |                   |           |                          |                                                                                |                                                                      |                                                              |                                                |                                                |                                                |                                                |                  |                 |                    |                  |

**Note:**
- While indicating the wagon No., owning Railway l.t. SR, NR, WR, etc. should also be mentioned.
- The information regarding open/closed wagon in necessary to examine the pattern of claims.
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Inv/BR No. &amp; Date</th>
<th>Station from</th>
<th>Wagon No.</th>
<th>Commodity</th>
<th>Date &amp; Time of arrival/placement of wagon</th>
<th>Date &amp; Time when wagon was released</th>
<th>Date of Delivery</th>
<th>Nature of Refund*</th>
<th>Reasons for claiming refund</th>
<th>Amount claimed</th>
<th>Date of transfer of case to Regional Office</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: *Under column 9 please indicate whether refund pertains to demurrage/shadlage, freight or wagon registration fee.
Subject: Lodging of claims for compensation.

Attention is invited to Head Office Movement Commvl Circular No. 261 issued under letter No. G. 6(1)/73-MCA dated 21-7-73 regarding lodging of claims on the basis the brief guidelines on the tenability or otherwise of a railway claim as detailed in Movement Circular No. 93 dated 4-3-73.

It has further been decided that in all cases which have been classified as untenable, the depots should be instructed to prepare their papers in the same manner as in the case of tenable claims i.e. collect shortage certificate and other relevant documents and fill in claim forms but instead of lodging such untenable claims to the Railways, these should be sent to the Regional Claim Sections for further screening as to their tenability or otherwise.

The Regional Claim Sections should examine the cases properly with a view to ensure that the shortage/damages actually occurred and the relevant documents confirming the shortage etc. were there so as to ensure that there is no false reporting of shortages etc. Instructions regarding organising surprise inspections etc. at points of unloading as well as at the loading points by Special Squads have already been issued to ensure that malpractices and reporting of false shortages are eliminated.

The claims in which there is some substance should be lodged against the Railways within the stipulated time and may be followed up in according with the existing procedure. The other cases which are not tenable may be dropped.
No. G. 21/3/70-RT

(CLAIM COMMERCIAL CIRCULAR NO. 93)

Subject : Brief guide-line on the tenability or otherwise of a Railway Claim.

A note giving brief guide-line on the tenability or otherwise of claim for damages, loss or deterioration over rail transit, is enclosed for guidance of the staff dealing with Railway Claims. These instructions will be useful in determining Railway's liability under the Indian Railways Act and for finalisation or write off of the cases which are considered as untenable for the closing of Accounts.

This issues with the concurrence of Financial Adviser.
BRIEF NOTE ON TENABILITY OR OTHERWISE OF RAILWAY CLAIMS

A question has been raised from time to time as to what claims against the Railways be classified as tenable or untenable so that efforts could be made at our end by the regions to expediently dispose or write off the cases which are considered untenable for the closing of accounts.

2. At present any shortage or loss or damage is considered as a claim irrespective of the merits involved and a claim against the Railway is filed, thereby in the accounts ledgers a large sum of money remains in suspense account. An effort is being, therefore, made for this purpose to define, to the extent possible, tenable and untenable claims. It will be worth mentioning in this connection that the nature of claim changes according to the circumstances of the case, and a case which may be considered as tenable now may eventually become untenable or vice versa. Then, great care has to be exercised in classifying claims under these headings, so that tenable cases are not erroneously classified as untenable and written off, while there is even a remote chance of obtaining some compensation from the Railways for the loss/damage etc. suffered by the FCI in rail transit.

3. In order to appreciate the distinction between tenable and untenable claims, we should also understand, that all cases of short/damage/ destruction and deterioration, as observed at the time of taking delivery need not be attributed solely due to Railway lapses, when these occur as under:—

(i) Special dispensation has been implemented by the FCI, and,
(ii) when certain endorsements, which restrict the liability of the railways for loss, damage, destruction or deterioration, exist on the RRs.

Under such circumstances the claims cases can be classified as untenable against the Railways. Clarifications are as under:

4. However, with a view to understand what are untenable and tenable claims, it would be necessary to understand the responsibility of the Indian Railways for loss/destruction/ damage or deterioration of goods under the Indian Railways Act amended in 1961.

5. Responsibility of Railways as carrier of goods and animals has been clearly defined in Sections 71, 75, 75-A, 76, 76 A to E), 77, 77 A to C), 78 and 78-A of Indian Railways Act. Section 73 clearly postulates that the Railways are responsible for the loss, destruction, deterioration or non-delivery of animals or goods delivered to the administration for carriage except in the following cases:—

(a) Act of God;
(b) Act of War;
(c) act of public enemies;
(d) arrest, restraint or seizure under legal process;
(e) orders or restrictions imposed by the Central Government or any officer or authority subordinate to the Central Government or a State Government in this behalf;
(f) act or omission or negligence of the consignor or the consignee or the agent or servant of the consignor or consignee;
(g) material deterioration or wastage in bulk or weight due to inherent defects, quality or vice of the goods.

APPENDIX XXI

(SFPC 16.39)

(h) Latent defects;
(i) fire explosion or any other unforeseen risk.

But even the above exceptions do not absolve the Railway Administration of its responsibility for the loss, destruction, damage, deterioration or non-delivery unless it can establish that it has used reasonable foresight and due care, in the carriage of animals or goods.

6. As stated above, the Railway liability is reduced or limited according to the endorsements specified in the above sections. Hence, in every case the FCI should be made aware of the condition of the goods at the time of delivery to the Railway and advice should be sought from the FCI before finalising the claims.

SAYED TO CONTAIN RAILWAY RECEIPT

7(a). Therefore, if a 'sided to contain' RR has been issued in respect of number of bags then the Railways are within their right to repudiate the claim for reported loss of bags under a RR and such claims should normally be classified as untenable and should not be filed against the Railways. There are, however, instances when even against 'sided to contain' RRs, the loss of bags can be attributed to tampering, theft or due to any other negligence on the part of Railways. Under such circumstances the Railway will become liable for the loss of bags.

7(b). Similarly, in case of consignments having been transshipped en route the Railways are liable for the number of bags noted at the transshipment point and that actually received at the destination. Therefore, in such cases the claims should be lodged and be classified as tenable against the Railways.

Special Condition S-27

8(i). This is a mandatory condition for compliance by the consignor viz., provision of damages for each waggon door while loading foodgrains. But the Ministry of Food had obtained dispensation from the Ministry of Railways for observance of this condition on the understanding, that loss as a result of non-provision of damages will not be claimed from the Railways. This agreement is also being observed by the FCI. In view of this, if the loss is from the bags forming part of consignment is attributable directly to bleeding of foodgrains from wagon slope crevice, the claim against the Railways for such shortage should be classified as untenable and should not be filed. But if it can be established, that the shortage of foodgrains has taken place from the bags at places away from the wagon doors, then the claim becomes tenable against the Railways.

8(ii). Cases have come to the notice that a loss as a result of bleeding was excessive, say, equivalent to as many as 20 or more bags from a wagon where damage was not provided by us. Under the Railway rules, the consignor is required to provide 3 bags damage against each wagon door, and when it is found that the loss is from more than 3 bags, it would be, therefore, correct to plead with the Railways that the loss should reasonably be confined to the maximum extent of 3 bags only against each wagon door and should not be more than the number. In such cases, the claim should be further pursued with the Railways.
8(c) At times Railways have also taken the plea of non-provision of damage by waiting claims for damage to foodgrains on account of wet. In this connection it may be mentioned that damage by wet has no bearing whatsoever on the subject of provision of damage. Damage is provided only to prevent breaching and cannot be considered as a preventive for damage to foodgrains from wet. Thus, the impression which has gained currency should not be removed, and all claims for damage to foodgrains as a result of wet, even though damage has not been provided, should be considered as tenable against the Railways and filed accordingly.

8(d) At times certain States have entered into agreement with the PCI for provision of damage, or even at times it may become necessary to send foodgrains by PCI to another PCI depot by providing damage, and if the loss still occurs in spite of provision of damage, the Railways will then be liable for loss even from warehouse door receipt.

"SENDER'S WEIGHT ACCEPTED"

9. Normally the Railway is supposed to maintain the RR the reason for acceptance of sender's weight, such as, weighing machine out of order etc. etc., but there could be other reasons for such remarks appearing on the RR when the consignors or their agents do not afford reasonable facility to the Railway Staff to weigh the goods before acceptance for booking. When the Railway Receipt is found with 'SWA' remarks, the Railways liability ceases in respect of delivery of weight at destination, provided the condition of bags delivered at destination is sound which in other words proves that there has been no interference to the goods by Railway staff enroute.

PACKING CONDITIONS P-7 & P-8

10. Certain packing conditions have been prescribed under the Railway Fair Rules for despatch of foodgrains, and if any of these conditions is not fulfilled by the consignor, then the Railway can seek protection due to its non-compliance and reject claims for loss/deterioration or deterioration. The losses, however, divided in respect of goods' liability for losses under Section 77A of the Indian Railway Act but it has been observed, that the Railways are adhering to their recognised policy and are rejecting claims due to non-compliance of packing conditions on the part of the consignor. As such, all claims for petty shortages from full bags coming under this category, may be treated as untenable provided no criminal interference or injury to the bags during unloading/unloading of any kind is evident.

BAGS LOADED IN WET CONDITION

11. No claim will be against the Railways for damage by wet if the goods have already been loaded in wet condition and a remark to this effect has been recorded in the RR. Such claims will also be classified under the category of untenable and should not be filed in the first instance, but if filed, may be dropped.

LOADING IN OPEN WAGONS

13(a). Under Section 75A of the Indian Railways Act, the Railways liability in respect of loading in open wagons has been restricted. The Railways are not liable when the sender elects to despatch his goods in open wagons which would have otherwise been carried in covered wagons. In such cases the Railway Administration will not be liable for damage, destruction, deterioration of goods as may result from the same being carried in open wagons. However, in order to ensure special transport of foodgrains required to be despatched, it has been decided by the Ministry of Food and Ministry of Railway, that the reasons for transport of foodgrains may continue to be placed for covered wagons, and Railways will ensure to supply as many covered wagons as possible, and the balance demand made good by supplying open wagons. In that case, the liability for damage and deterioration by wet, which would normally have been that of the Railways, would be shared on the 50:50 basis between the two Ministries or in other words PCI and the Railways when PCI is the consignee or consignor. In connection with PCI detailed instructions have been issuedvide this office circular No. C-18/277/69. M. IV dated 15-4-1969. However, this agreement does not take into consideration the loss of full or any part bag from open wagons which would still be the responsibility of the Railways.

13(b) Thus, so far as claims for damage/deterioration by wet are concerned, claims for the full amount may be lodged with the Railways but under the agreement the liability of the Railways shall be confined to the extent of 50 per cent only.

13(c) In case of loss of full or part bags, however, the Railways are liable for 100 per cent losses, provided other conditions exist for claims being considered as tenable against the Railways.

TIME-BARRED CASES

14. Under Section 78-B of the Indian Railways Act claims against the Railways are to be filed within a period of six months from the date of delivery at destination. Claims in respect of these goods will be taken into consideration, only if they are intimated to the Railways and the Consignor immediately after the delivery of goods at destination. If the claims are intimated later, they are liable to be rejected as time barred.

LIABILITY AFTER TERMINATION OF THE TRANSIT TIME

15(a). Under Sections 151, 152 and 161 of the Indian Contract Act, 1872 the liability of Railways for loss, destruction, damage/deterioration or non-delivery of the goods carried by Railways is that of a bailee (not carriers) at destination within a period of 90 days after termination of transit time. After this period even bailor's responsibility also ceases. This is to say, after 90 days from the completion of the transit time at destination, the Railway will not be responsible for loss, damage or destruction of goods due to any reason whatsoever, and the liability in that case will be entirely of the consignor.

15(b) In the end it may be stated, that inability or otherwise of a Railway Claim has to be determined by different factors as enumerated above. But it must be clearly understood that tenability of a claim is not solely dependent upon the qualifying remarks on the RR's, but the way how the goods have been handled or transported while in transit, plays an important role in this context. Hence, logic can be proved, qualifying remarks lose their value and the claims which apparently appear to be untenable under the Indian Railways Act. THUS, IT HAS TO BE EMBRACE AGAIN AND AGAIN IMPRESSED ON THE STAFF THAT IN THE MATTER OF CLAIMS ONE HAS TO BE EXTRA CAUTIOUS IN SCRUTINISING EACH AND EVERY DETAIL TO JUDGE THE TENABILITY OR OTHERWISE OF THE CLAIMS AGAINST THE RAILWAYS.

Note: *Now revised to seven days.

(See Annexure A—Section 77)
FOOD CORPORATION OF INDIA
COMPENSATION CLAIMS REGISTER
REGION

| Sl. No. | Depot No. | file No. | Station from | Inv/RR & Date | Commodity | Qualifying remarks on RR | Original wagon no. with particulars of transhipped wagon, if any || Covered open* | Date of arrival/place ment | Condition of seals at the time of unloading | Extent of shortage/damage (in case of slack & torn b/s or location of bags in the wagon) | Remarks made in the delivery book/assessment report | Date claim lodged | Amt. claimed | How finally settled | Letter No. etc from FA and CAO/CCS forwarding the case to claim Cell | Date of transfer of the case to claim Cell | Authority for Write off or trans sh loss |
|---------|-----------|----------|--------------|---------------|-----------|-------------------------|--------------------------------------------------|-----------------|-----------------------------|---------------------------------|-----------------------------------------------|-----------------|-----------------|-------------------|-------------------------------------------------|------------------|-------------------|
| 1       | 2         | 3        | 4            | 5             | 6         | 7                       | 8                                                 | 9               | 10                          | 11                              | 12                              | 13              | 14              | 15                 | 16                                 | 17               | 18                |

* While indicating the wagon No. owning Railway i.e. SR, NR, WR etc should also be mentioned.

+ The information regarding open/covered wagon is necessary to examine the pattern of claims.

Note: To be maintained separately for each District in the Region and separate pages to be allotted to each Depot.
THE FOOD CORPORATION OF INDIA
REFUND CLAIMS REGISTER
REGION

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Depot file No.</th>
<th>Inv/RR No. and Date</th>
<th>Station From &amp; To</th>
<th>Wagon No.</th>
<th>Commodity</th>
<th>Date &amp; time of arrival/place of wagon</th>
<th>Date &amp; time when wagon released</th>
<th>Date of delivery</th>
<th>Nature of Refund</th>
<th>Reasons for claiming refund</th>
<th>Amt. claimed</th>
<th>How finally settled</th>
<th>Letter No.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
</tr>
</tbody>
</table>

Notes: (1) Under column 10 please indicate whether refund pertains to demurrage/wharfage, freight or wagon registration fee etc.
(2) To be maintained separately for each District in the Region and separate pages to be allotted to each Depot.
No. G-67/(3)/73-MCA

(MOVT, COMM., CIRCULAR NO. 307)

4th May 1976

SUB: Settlement of disputes between Govt. Departments/Public Enterprises.

As you are aware in accordance with the instructions received recently from the Government of India, suits are not to be filed by a Government Department or a Public Enterprise against another Government Department or Public Enterprise.

In this connexion please refer to this office letter No. 3/2/75-Legal dated 31st March 1976 forwarding a copy of Ministry of Finance (BPE) (General Management Division) BPE(GMD) dated 1-1-76 on the above subject along with its enclosures received through the Ministry of Agriculture and subject, copies of which are enclosed for ready reference.

You are requested to please ensure that no suits are filed against the Railways in future and all suits which have been already filed are withdrawn immediately.

The procedure to be followed in disputed cases is being finalised in consultation with the Ministry of Law and the Railway Board and necessary instructions would be issued separately.
No. 2/2/76-Legal

Subject: Settlement of disputes between one Government Department and another and one Government Department and a Public Enterprise and another.

A copy of Ministry of Finance (BPE) (General Management Division) Office Memorandum No. BPE/GL-001/76/Man/ 2(119)/75-BPE(GM) dated 1-1-76 on the above subject along with its enclosures received through the Ministry of Agriculture and Irrigation vide No. 5(17)/75-AC dated 13-2-76 is forwarded for information and necessary action.
No. 5(17)/75-AC.
GOVERNMENT OF INDIA
MINISTRY OF AGRICULTURE AND IRRIGATION
(Department of Food)

New Delhi, the 15th February, 1976

Subject: Settlement of disputes between one Government Department and another and one Government Department and a Public Enterprise and another;

A copy of Ministry of Finance (BPE) (General Management Division) O.M. No. BPE/GL-001/76/MAN 2 (110)/76-BPE (GM 1) dated 1-1-1976 on the above subject along with its enclosure is forwarded for information and necessary action to:

1. Managing Director, FCI, MBI/CWC, New Delhi.
Subject: Settlement of disputes between one Government Department and another and one Government Department and a Public Enterprise and another.

The undersigned is directed to refer to the Cabinet Secretariat, Department of Cabinet Affairs O.M. No. 53/3/1/75-CF dated 19th December, 1975, wherein the directions of the Cabinet on the above subject have been spelt out in brief. It will be noted that all cases of unresolved disputes, regardless of the type of dispute, between one Government Department and a Public Sector Enterprise and between one Public Sector Enterprise and another, are to be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government or through arbitration, and recourse to litigation has to be eliminated. Where arbitration is decided upon, no lawyer should be ordinarily appointed by either party to argue the case. The arbitrator will be a serving Law Officer of the rank of Joint Secretary selected from a panel of names proposed by the Law Ministry. In complicated cases, where the arbitrator himself considers that outside assistance is necessary for elucidation of knotty legal points Government Standing Counsels may be engaged for this limited purpose on honorarium payment. There should be no appeal in a court of law against the decision of the arbitrator which should be accepted as final. Whatever the award of the arbitrator discloses a patent error or if it be challenged for any other reason mentioned in clause (16) and (30) of the Arbitration Act, reference may be made to the Secretary, Ministry of Law for further consideration.

2. Public Sector Enterprises which enter into Commercial and other agreements should make a provision for arbitration by a single arbitrator in their terms of contract. They can also institute a system of "Standing Arbitrators" under which a designated officer acts as the sole arbitrator (such a system is already in vogue in DGS&D and CPWD, where the volume of work is very large).

3. The following instructions regarding settlement of disputes relating to prices/profit tax, levied by the Bureau of Public Enterprises, would continue to be operative:
   (i) O.M. No. BPE/34/Adv(F)/68/25 dated 27-12-1968 regarding pricing policies of public enterprises.
   (ii) O.M. No. BPE(1)/1/521/Adv(F)/71 dated 19th June, 1971 regarding purchase and price preference to projects of public enterprises in competition with private sector undertakings.
   (iii) O.M. No. BPE/1(20)/Adv(F)/72 dated 18th September, 1972 regarding settlement of disputes between Income-Tax Department and Public Sector undertakings.

4. Ministry of Industry and Civil Supplies etc. are requested to bring the contents of the above O.M. to the notice of the Public Enterprises under their administrative control for compliance.
APPENDIX XXIII/A

[No. BPE 46/ADV/F/68/23]

Bureau of Public Enterprises

New Delhi, the 27th December, 1968

Office Memorandum

Subject: Pricing policies of public enterprises.

The pricing policy of public enterprises were recently considered by the Government in the highest level and it has been decided that public enterprises should be economically viable units and an all out efforts should be made to increase their efficiency and establish their profitability at the earliest. It was decided that it would not be necessary or advantageous to lay down guidelines in regard to pricing policies to be followed by enterprises which produce goods in respect of which the prices are subject to regulations of a binding type either voluntarily by mutual arrangement or due to domestic or international regulations. It may also not be necessary to prescribe any guidelines for trading organisations like STC, MMTC, etc.

2. So far as the enterprises which produced goods and services in competition with other domestic producers, the normal market forces of demand and supply will operate and their products will be governed by and large, by the competitive prices prevailing in the market.

3. It was, however, felt that it would be useful to have suitable guidelines for those enterprises which operate under monoplastic or semi-monoplastic conditions. In regard to pricing policies to be adopted by such enterprises the following guidelines will be useful for the consideration of their Board of Directors:

(a) The pricing of their products should be within the basis of the landed cost of comparable imported goods which would be the normal ceiling (and not on the basis of C.I.F. prices). In calculating the landed cost of normal price of such goods in the country of their origin should be taken into account in cases where export of such goods are subject to such a scale either directly or indirectly, [Please see also under (C) below].

(b) Within the Ceiling of the landed cost, it would be open to the enterprises to have price negotiations and fix prices at suitable levels for their products which would give them a reasonable return on the capital invested. It was also desirable that the prices so fixed should be operative for a period of 2-3 years.

(c) Ordinarily, the landed cost should be regarded as the absolute ceiling. If, however, in assessing the landed cost there are reasons to believe that imported P.O.B./C.I.F. prices are artificially low, or in other exceptional circumstances where our own cost of production is very high, it may be necessary to have the prices higher than the landed cost, in such circumstances the matter should be referred to the administrative Ministry concerned for examination in depth in consultation with the Ministry of Finance, Bureau of Public Enterprises, etc.

4. The Ministry of Industry etc. are requested to bring the contents of this O.M. to the notice of all undertakings under their control for their guidance.

Sil/

(P. GOVINDANNAIR)

Secretary to the Govt. of India and Director General of Bureau of Public Enterprises.
APPENDIX-XXXIII/3
(Reference paragraph 16.45)

Government of India
Ministry of Finance
Bureau of Public Enterprises
(Finance Division)

New Delhi, the 19th June, 1971

Office Memorandum

Subject: Purchase and price preference to products of public enterprises in competition with Private Sector Undertakings.

The general guidelines for pricing policies to be adopted by public enterprises were laid down in the BPE's office Memorandum No. BPE/46/Adv.(F)/82/25, dated 31.12.1969.

2. With a view to maximise the utilisation of installed capacities, it has been decided at the highest level to give preference to public sector undertakings in the matter of purchases. The following guidelines are prescribed in this connection:

(a) Investments in the public sector are made on overall ground of public Sector undertakings have to be viable. Ministries and Government Departments should, therefore, invariably purchase their requirements from public sector undertakings to the maximum extent possible wherever such undertakings manufacture the goods required. Quality requirements and reasonable delivery schedules should, of course, be enforced.

(b) Subject to negotiation for an agreement of price, a price preference not exceeding 10 per cent will be admissible to public sector undertakings.

(c) Where a public sector undertaking requires a price preference of more than 10 per cent the purchasing Ministry or Department and the concerned undertaking should endeavour to reach agreement by negotiation:

(d) Where negotiations in regard to (c) above do not succeed within a reasonable time, the cases should be submitted to the Cabinet Committee for Economic Coordination for a decision.

(e) A price preference even upto 10 per cent cannot be permanent or taken for granted. Every effort should be made to bring down costs and achieve competitiveness.

3. The Ministries concerned with public undertakings are requested to bring the contents of this O.M. to the notice of all undertakings under their control for their guidance.

Sd/-

(A. N. Banerji)
Additional Secretary & Director General
The question of settlement of disputes between the Income Tax Department and Public Sector Undertakings has been under consideration for some time past. It was found that many a time there has been protracted litigation between the Income Tax Deptt. on the one hand and the public sector undertakings on the other. This has resulted in waste of public money and also time of Govt. in defending such cases.

2. In order to put an end to such avoidable waste of money and energy it has been decided in consultation with the Central Board of Direct Taxes that if there is any difference of opinion between the Public Sector undertakings and the Income Tax Officer assessing the same, the following procedure should be adopted:

(i) Question of law for which there is no precedent and which would affect similar cases where law requires to be established by High Court—such cases may be allowed to take normal course of appeal;

(ii) Question of interpretation of application of law as settled by the existing rules of courts and questions of fact—this can be decided by the Commissioners of Income Tax and by the Board when there is disagreement between the Commissioner of Income Tax and the public sector undertaking. The Board may refer the matter to Ministry of Law and Attorney General if need be and decided the issue instead of having it reversed through the time-consuming machinery of Income Tax Appellate Tribunal, High Courts and Supreme Court.

3. The Ministry of Industrial Development, etc., are requested to bring the contents of this O.M. to the notice of all public sector undertakings under their administrative control for compliance.

Sd/-

(A. N. BANERJI)
Additional Secretary & Director General
APPENDIX—XXIII/7
(Reference paragraph 16.45)

[No. G-4/7(1)/73/MCA]

(MOV'T. COMML. CIRCULAR NO. 320)

Dated: July 29, 1976

Subject:—Settlement of disputes between Government Departments/Public Enterprises.

Please refer to Movt. Comml. Circular No. 357 circulated vide this office letter of even number dated 4th May, 1976 wherein you were requested to ensure that no suits are filed against the Railways in future and that all suits which have been already filed be withdrawn immediately.

It has further been decided that while no suits are to be filed against the railway in future, the suits which have already been filed and not yet withdrawn may be withdrawn by mutual consent of the parties i.e. Food Corporation of India and Railways with the stipulation that the same would be referred to arbitration in terms of the directions of the Cabinet Secretary circulated by the Ministry of Finance (BPE) (General Management Division) vide their office Memorandum No. BPE/GL-001/75/MAN2(110)/75-BPE(GM1), dated 1/1-76 copies of which were enclosed with the above circular.
## PROFORMA FOR MAINTAINING REGISTER FOR MISSING WAGONS

(Reference paragraph 7.15)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the dispatching station</th>
<th>Name of the destination station</th>
<th>Inv/RR. No.</th>
<th>Date</th>
<th>Individual No. of missing wagons with crossing Rly as per RR.</th>
<th>No. of bags</th>
<th>Commodity</th>
<th>Remarks</th>
<th>Diverted Station where the wagon has been unloaded</th>
<th>Date of unloading</th>
<th>No. of bags unloaded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(To be filled in at the time of receipt of unloading particulars from the diverted station)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S. No.</td>
<td>Name of Dispatching station as per card label</td>
<td>Name of station where wagon was unloaded</td>
<td>Individual wagon No. with owning Rly.</td>
<td>Date of unloading</td>
<td>No. of bags unloaded</td>
<td>Commodity</td>
<td>Amount of Rly freight paid if any</td>
<td>Remarks</td>
<td>Name of station to which wagon was originally booked</td>
<td>Invoice/RR No.</td>
<td>Date</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------</td>
<td>----------------------------------------</td>
<td>--------------------------------------</td>
<td>-------------------</td>
<td>---------------------</td>
<td>-----------</td>
<td>--------------------------------</td>
<td>---------</td>
<td>---------------------------------</td>
<td>--------------</td>
<td>-------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(To be filled in at the time of regularization of the unconnected wagons.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sl No.</td>
<td>Station from</td>
<td>Name of the destination station</td>
<td>Inc. No.</td>
<td>Date of unloading</td>
<td>No. of bags unloaded</td>
<td>Commodity</td>
<td>Extent of shortages / damages at the time of unloading</td>
<td>Claim case &amp; date</td>
<td>Amount of claim for shortages, damages etc.</td>
<td>Amount of double freight paid / claimed if any</td>
<td>Firm Credit Note No. &amp; date</td>
</tr>
<tr>
<td>--------</td>
<td>--------------</td>
<td>---------------------------------</td>
<td>----------</td>
<td>-------------------</td>
<td>---------------------</td>
<td>-----------</td>
<td>---------------------------------------------------</td>
<td>-----------------</td>
<td>---------------------------------------------</td>
<td>---------------------------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX—XXVII
(Reference Paragraph, 18.6)

DAILY STATEMENT SHOWING WAGONS LOADING AND OUTSTANDING ON

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>NAME OF RAILWAY DIVISIONS</th>
<th>DAILY AVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BG</td>
<td>MG</td>
</tr>
</tbody>
</table>

1. SPONSORED FOODGRAINS
   (a) Loading
   (b) Outstanding

2. PUBLIC FOODGRAINS
   (a) Loading
   (b) Outstanding

   (c) Loading of sponsored Foodgrain on BG.
   (b) Avg. Ldg. of sponsored Foodgrain on BG.

   Name of State

   STATEWISE LOADING OF SPONSORED FOODGRAINS EX
   NORTHERN RAILWAY ON.

   LOADING
   PROGRESSIVE
   TOTAL AVG.

   Wheat  Rice  Other Food-grain  Loading in Opens  Wheat  Rice  Other Food-grain  Progressive Loading in Opens

   TOTAL:

For guidelines see proforma used for Northern Rly. Zone.
<table>
<thead>
<tr>
<th>SIG QUOTA</th>
<th>SIG PANNING</th>
<th>SIG DGC</th>
<th>PROG 1</th>
<th>PROG 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

LOADING OF FOODGRAINS EX NORTHERN RAILWAY TO VARIOUS STATES ON:

APPENDIX - XVII - Contd.
STATISTICS OF LOADING TO BE MAINTAINED BY DEPOTS/PORTS ON THE LINE OF LOADING MAINTAINED BY THE HEAD OFFICE FROM NORTHERN REGION AS GIVEN BELOW (DAILY)

STATEMENT SHOWING WAGONS LOADED & OUTSTANDING ON N. RLY ON

<table>
<thead>
<tr>
<th>DLI</th>
<th>FZR</th>
<th>ALD</th>
<th>MB</th>
<th>LKO</th>
<th>Total</th>
<th>Daily</th>
<th>AVG</th>
<th>8KN</th>
<th>JU</th>
<th>Daily</th>
<th>AVG</th>
</tr>
</thead>
</table>

Loading of sponsored Foodgrains

Outstanding of sponsored Foodgrains

Loading of Public Foodgrains

Outstanding of Public Foodgrains

STATEWISE LOADING OF SPONSORED FOODGRAINS EX NORTHERN RAILWAY ON

<table>
<thead>
<tr>
<th>LOADING</th>
<th>PROGRESSIVE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wheat</td>
<td>Rice</td>
<td>Other Foodgrain</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Loading of SFG on BG
Avg. Ldg. of SFG BG
LDG. of Public F/G on BG
Avg. Ldg. of Public F/G

Punjab:
Haryana:
U.P.:
Delhi:

TOTAL
<table>
<thead>
<tr>
<th>LOCAL</th>
<th>VIA MUGHALSARAI</th>
<th>VIA BALHARSHAH</th>
<th>VIA TUGLAQABAD</th>
<th>TOTAL</th>
</tr>
</thead>
</table>

SFG QUOTA

SFG PLANNING

SFG LDG, PROG.

Public LDG, PROG.

Date:_________
TO BE TELEXED BY REGIONAL OFFICE

TELEX/TELEGRAM/SAVINGRAM

MOVE MENT
FOODCORP
NEW DELHI

NO. .................................................................(.) FIGURES IN TONNIES
TRANS ACTIONS FROM 1ST OF .........................................................
(MONTH)
UPTO .........................................................(7TH/15TH/22ND/last day of the
MONTH AS THE CASE MAY BE)

(i) WHEAT OPENING BALANCE ...........................................(.)
RECEIPTS .................................................................(.) BREAK UP

(Statewise/Portwise break up of receipts should be given).
ISSUES/DESPATCHES .........................................................(.)
BREAK UP ........................................................................FPs
MILLERS ETC. ........................................................................

(ii) RICE .................................................................(Similar position may be
given)

(iii) COARSE GRAINS .................................................................(Similar position may be
given)
SAVINGRAM

MOBEMENT
FOODCORP
NEW DELHI

STATEMENT SHOWING WAGONS RELEASE POSITION IN .................. REGION
AS ON ........................................

<table>
<thead>
<tr>
<th>DEPOT</th>
<th>OPENING</th>
<th>RECEIPTS</th>
<th>TOTAL</th>
<th>CLEARED</th>
<th>LEFTOVER WAGONS</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BALANCE</td>
<td></td>
<td></td>
<td></td>
<td>INCURRING DEMUR-</td>
<td>LATE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>RAGE</td>
<td>PLACE-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MENT</td>
</tr>
</tbody>
</table>

104
APPENDIX XXX
(Reference Paragraph 11.8)

SPECIMEN PROFORMA
TELEX/TELEGRAM

SUBJECT: WEEKLY PROGRESS OF DESPATCHES/DELIVERIES OF WHEAT AGAINST ALLOCATIONS SINCE BEGINNING OF THE MONTH

MOYEMENT
FOODCORP
NEW DELHI

KHADHYAVIBHAG
NEW DELHI

ZONEFCI

NO..................................................STOP TOTAL ISSUES/DESPATCHES CENTRAL POOL WHEAT FROM FIRST UPTO 7TH/15TH/22ND/LAST DAY OF..............................................STOP FIGURES IN TONNES STOP FAIRPRICE/RATION SHOPS.......................................................STATE GOVERNMENTS (STATEWISE).................................................................FLOUR MILLS (STATEWISE)

FOODCORP DEPOTS (STATEWISE).................................................................STOP OTHER RECEIPIENTS (RECIPIENTWISE)

NOT TO BE TELEGRAPHED

FOODCORP/EFFCEAYE/PORTFCI

FILE NO............................................. SIGNATURE
DATED.......................................... REGION.............
SPECIMEN PROFORMA
TELEX/TELEGRAM

SUBJECT: WEEKLY PROGRESS OF DESPATCHES/DELIVERIES OF RICE AGAINST ALLOCATION SINCE BEGINNING OF THE MONTH

MOVEMENT FOODCORP KHADYAVIBHAG ZONEFCI
NEW DELHI NEW DELHI

NO. STOP TOTAL ISSUES/DESPATCHES CENTRAL
POOL RICE FROM FIRST UPTO 7TH/15TH/22ND LAST DAY OF STOP
STATE FIGURES IN TONNES STOP FAIRPRICE/RATION SHOPS

GOVERNMENT (STATEWISE) FOODCORP DEPOTS (STATEWISE)
OTHER RECIPIENT (RECIPIENTWISE) STATE
GOVERNMENTS (STATEWISE) FOOD DEPOTS
(STATEWISE) OTHER RECIPIENTS (RECIPIENTWISE)
STOP

FOODCORP/EFF/CE/EYE/PORTFCI

NOT TO BE TELEGRAPHED

NO. SIGNATURE
DATED. REGION
APPENDIX-XXX/2
(Reference Paragraph 18.8)

SPECIMEN PROFORMA
TELEX/TELEGRAM

SUBJECT: WEEKLY PROGRESS OF DESPATCHES/DELIVERIES OF COARSE GRAINS AGAINST ALLOCATIONS SINCE BEGINNING OF THE MONTH

MOVEMENT
FOODCORP
NEW DELHI

KERDYAVIBHAG
NEW DELHI

ZONE/C1

No. .......................................................... STOP TOTAL ISSUES/DESPATCHES CENTRAL POOL COARSE GRAINS FROM FIRST UPTO 7TH/15TH/22ND/LAST DAY OF ....................................................... STOP FIGURES IN TONES STOP FAIR PRICE/RATION SHOPS .......................................................... FOODCORP DEPOTS (STATEWISE) STOP STATE GOVERNMENTS (STATEWISE) .......................................................... OTHER RECEIPTS (RECIPIENTWISE) STOP FIGURES TO BE GIVEN SEPARATELY FOR EACH GRAIN VIZ. MILLET MAIZE JOWAR BAJRA RAGI SMALL MILLETS BARLEY GRAM AND PULSES ETC STOP STATE GOVERNMENT JOWAR/BAJRA/BARLEY ETC FAIR PRICE/RATION SHOPS .......................................................... FOODCORP DEPOTS (STATEWISE) STOP OTHER RECEIPTS (RECIPIENTWISE) STOP

FOODCORP/EFFCEAYE/PORTFCI

NOT TO BE TELEGRAPHED

NO. .......................................................... SIGNATURE

DATED .................................................. REGION

107
APPENDIX-XXXI

(Reference Paragraph 18.8)

LOADING OF FOODGRAINS EX NORTHERN RAILWAY TO VARIOUS STATES ON

<table>
<thead>
<tr>
<th>Local</th>
<th>Via Mughalsarai</th>
<th>Via Ballbara's</th>
<th>Via Tughlaqabad</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY</td>
<td>HY</td>
<td>DLJ</td>
<td>EP</td>
<td>J&amp;K</td>
</tr>
<tr>
<td>WB</td>
<td>Assam</td>
<td>N.E.F.</td>
<td>Orissa</td>
<td>S.B.</td>
</tr>
<tr>
<td>N.D.</td>
<td>Karnataka</td>
<td>Kerala</td>
<td>T.N.</td>
<td>A.P.</td>
</tr>
<tr>
<td>MAH.</td>
<td>GUJ.</td>
<td>M.P.</td>
<td>GOA</td>
<td>RAJ.</td>
</tr>
</tbody>
</table>

SFG QUOTA
SFG PLANNING
SFG LDG.
PROG.
Public
LDG.
PROG.

Date


### Comparative Progressive Loading Figures of Foodgrains Position as On…….

<table>
<thead>
<tr>
<th></th>
<th>Broad Gauge Loading (Wagons)</th>
<th>Metre Gauge Loading (Wagons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous year (Financial)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current year (Financial)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position of foodgrain specials</td>
<td>BG</td>
<td>MG</td>
</tr>
<tr>
<td>Planned in current fortnight</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specials outstanding (Opening Balance)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specials scheduled to run</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specials run in load*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specials run in piecemeal**</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specials cancelled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing Balance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Details of specials run in Block Load

<table>
<thead>
<tr>
<th>Spl. No</th>
<th>Date</th>
<th>Stn. from</th>
<th>Stn. to</th>
<th>Load</th>
<th>Commodity</th>
<th>Special made over (Interchange point)</th>
</tr>
</thead>
</table>

**Details of special run in piecemeal.

### Specials on Road & Stabled (Division-wise)

<table>
<thead>
<tr>
<th>Name of Division/Station</th>
<th>Details of specials</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td></td>
</tr>
<tr>
<td>(iii)</td>
<td></td>
</tr>
</tbody>
</table>
## PROFORMA OF REGISTER TO BE MAINTAINED AT INTER-CHANGE YARD

<table>
<thead>
<tr>
<th>Date</th>
<th>No. of Foodgram Wagons in the yard (opening)</th>
<th>No. of Foodgrain Wagons Passed through the yard</th>
<th>No. of Foodgrain Wagons Left over in the Interchange yard</th>
<th>No. of Foodgrain Wagons Diverted</th>
<th>Wagon</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Covered</td>
<td>Open</td>
<td>Total</td>
<td>Covered</td>
<td>Open</td>
</tr>
</tbody>
</table>

(Reference Paragraph 18.8)
## TELEX/TELEGRAM: SAVENGAM

**Recipientwise Commoditywise Despatches/Deliveries During Month/Quarter/Year from Region Excluding Ports and Local Issues**

(FIG. IN TONNES)

<table>
<thead>
<tr>
<th>Commodity</th>
<th>Recipient</th>
<th>Quantity Moved</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>By Rail</td>
</tr>
</tbody>
</table>

### (Inter-State)

<table>
<thead>
<tr>
<th>Movement within the Region (i.e., Inter Depot Transfers and Procurement Centers to Depots)</th>
</tr>
</thead>
<tbody>
<tr>
<td>WHEAT</td>
</tr>
<tr>
<td>RICE</td>
</tr>
<tr>
<td>COARSE GRAINS</td>
</tr>
</tbody>
</table>

1. FCI/77—16
**RAILWAY CLAIMS STATEMENT RELATING TO __________ REGION FOR THE MONTH OF __________**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of Claims</th>
<th>Compensation—Claims (For Losses, damages etc.)</th>
<th>Claims for Refund of Freight</th>
<th>Claims for Full Wages</th>
<th>Missing Wages</th>
<th>Total of All Claims</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Cases</td>
<td>Amount</td>
<td>Cases</td>
<td>Amount</td>
<td>Cases</td>
</tr>
<tr>
<td>(i)</td>
<td>Outstanding at the commencement of the month.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td>Preferred during the month.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(iii)</td>
<td>Total of (i) and (ii)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(iv)</td>
<td>Withdrawn.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(v)</td>
<td>Repudiated &amp; closed.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(vi)</td>
<td>Settled by payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(vii)</td>
<td>Settled by adjustment.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(viii)</td>
<td>Transferred to Claim Cell.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ix)</td>
<td>Total finalisation i.e. total of (iv), (v), (vi), (vii) &amp; (viii).</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(x)</td>
<td>Outstanding at the end of the month i.e. (iii)—(ix).</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Year-wise break-up of Outstanding:**

|------|-------|------|-------|------|-------|------|-------|------|-------|------|-------|------|-------|------|

**Note:**
(i) Cases of repudiation accepted by FCI only be included in column (v).
(ii) The regions which deal with more than one Railway should also prepare the statements separately for each Railway.
(iii) Year-wise break-up of outstanding claims should be shown separately for different type of claim.
(iv) The case of settlement by payment should only be accounted for either when the payment has been received in full or in case of partial settlement when it has been decided not to pursue the case for the balance amount any further with the Railways. In such cases, the balance amount should be shown under item (i) i.e. Repudiated & closed without adding to the number of claims under the head.

**Copy to:**
(1) The Deputy Manager/SAM (Claims Cell), Food Corporation of India.
(2) The Chief Traffic Manager, Food Corporation of India, 16-20, Barakamba Lane, New Delhi-110001.

**SIGNATURE**
SR/REGIONAL MANAGER
FOOD CORPORATION OF INDIA
APPENDIX—XXXVI

(Reference Paragraph 18.12)

CAUSE-WISE RAILWAY CLAIMS STATEMENT RELATING TO CLAIM CELL REGION FOR THE MONTH

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Outstanding at the commencement of the month</th>
<th>Preferred during the month</th>
<th>Finalisation</th>
<th>Outstanding at the end of the month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Claims on a/c of damages by vct.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Open Wagons</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Covered Wagons</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Claims on a/c of complete but shortages</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Open Wagons</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Covered Wagons</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Claims on a/c of cut &amp; turn b/s</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) near the flap door</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) away from the flap door</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

To
The Chief Traffic Manager,
16-20, Brakhamba Lane,
Food Corporation of India,
NEW DELHI-1.

Sd/-
Sr. Regional Manager,
Food Corporation of India.
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Destination Station</th>
<th>Commodity with variety (*)</th>
<th>No. of bags</th>
<th>Station free</th>
<th>Particulars of Missing Wagons</th>
<th>Booking Particulars</th>
<th>Total No. as per RR of Wagon No.</th>
<th>Total freight Paid</th>
<th>Claim particulars</th>
<th>No. of wagons Refd. as per RR</th>
<th>Freight paid and Credit Note No. &amp; Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(*) Commodity and variety such as wheat imported Red or White, Rice Basmati or Begani, Indigenous Wheat, Superior or Dara etc.

(**) Indicate BOX, BCX, Open Covered, Bogie Open, Bogie, etc.

To:

The Regional Manager,
Food Corporation of India

Copy to:

(1) Dy. Manager, St. Asst. Manager (C. Cell), Food Corporation of India
(2) The Chief Traffic Manager, (M.W. Cell), Food Corporation of India, Head Office New Delhi.
APPENDIX—XXXVIII

(Reference Paragraph 18.13)

STATEMENT OF THE PARTICULARS OF DIVERTED/UNCONNECTED/WAGONS RECEIVED IN DEPOT

DISTRICT…………………………. IN………………..REGION DURING THE MONTH OF………….1977

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Receiving Depot</th>
<th>Original Destination As per Card label</th>
<th>Commodity with Variety (*)</th>
<th>No. of B/S unloaded</th>
<th>Name of Despatching Station the last Yard where from the wagon was received</th>
<th>Particulars of Diverted/Unconnected Wagons BG/MG</th>
<th>Booking Particulars as per Card Label</th>
<th>Date of unloading</th>
<th>Damages Shortage Noticed at the time of unloading</th>
<th>Compensation Claim Particular if any</th>
<th>Amount of Freight Paid</th>
<th>Credit Note No. &amp; Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
</tr>
</tbody>
</table>

(*) Commodity & Variety such as wheat imported Red or White, Rice, Basmati or Bregni, Indigenous Wheat, Superior or Dara etc.

(**) Indicate Bex, BCX, OPEN, Covered Bogie Covered etc.

To
The Regional Manager
Food Corporation of India

Copy to:
1. Dy. Manager/Asst. Manager (C. Cell), Food Corporation of India,
2. Dy. Manager/Missing wagons, Head Office, New Delhi.

Signature………..
MONTHLY STATEMENT SHOWING THE DEMURRAGE CASES PENDING IN RESPECT OF FOR THE MONTH OF

<table>
<thead>
<tr>
<th>Name of the Railway Station/Siding</th>
<th>Cases referred to Railway For Waiver</th>
<th>Cases For Refunds</th>
<th>Cases involving fixing of responsibility on contractors and recoveries thereof</th>
<th>Case where staff responsibility to be fixed</th>
<th>Cases pending for any other reason</th>
<th>Total</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>2</td>
<td></td>
<td>3</td>
<td></td>
<td>4</td>
</tr>
</tbody>
</table>

Note:—To be prepared by Depots for the districts, by the districts for regions and by regions for Head Office/Zonal office. A register on similar lines for the purpose should be maintained by each office.

Signature:.............
MONTHLY STATEMENT SHOWING THE DEMURRAGE INCURRED DURING THE MONTH OF 

<table>
<thead>
<tr>
<th>District</th>
<th>Railhead/siding</th>
<th>Demurrage</th>
<th>Reasons &amp; Steps taken</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>No. of cases</td>
<td>Amount</td>
</tr>
</tbody>
</table>

Note:—To be prepared by Directors for the districts, by districts for regions and by regions for Head Office/Zonal Office. A register on similar lines for the purpose should be maintained by each office.
## Statement Showing the Wharfage Charges for the Month of

<table>
<thead>
<tr>
<th>Outstanding at the beginning of the month</th>
<th>Accrued during the month</th>
<th>Amount for which applications for waiver made during the month</th>
<th>Total (1 + 2)</th>
<th>Cleared during the month</th>
<th>Balance outstanding at the close of the month</th>
<th>Total amount for which applications for waiver made to Rs.</th>
<th>Station Wise breakup of outstanding over Rs. 500</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
</tr>
</tbody>
</table>

**Signature:**

---

Note:—To be prepared by Depot for the districts, by districts for regions and by regions for Head Office/Zonal Office. A register on similar lines for the purpose should be maintained by each office.
<table>
<thead>
<tr>
<th>Outstanding at the beginning of the month</th>
<th>Accrued during the month</th>
<th>Amount for which waiver was made during the month</th>
<th>Total (1+2)</th>
<th>Cleared during the month</th>
<th>Balance outstanding at the close of the month</th>
<th>Total amount for which waiver was made to Rly.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: To be prepared by the depot, district, or region, as required by the Head Office/Zone Office. A register on similar lines for the purpose should be maintained by each office.
<table>
<thead>
<tr>
<th>Outstanding at the beginning of the month</th>
<th>Accrued during the month</th>
<th>Total (1+2)</th>
<th>Cleared during the month</th>
<th>Balance outstanding at the close of the month (Col. 3-4)</th>
<th>Station-wise break up of outstanding over Rs. 500</th>
<th>Remarks (Action taken for liquidation of dues may be indicated briefly in this column)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>Outstanding at the beginning of the month</td>
<td>Accrued during the month</td>
<td>Total (1+2)</td>
<td>Cleared during the month</td>
<td>Balance outstanding at the close of the month (Col. 3−4)</td>
<td>Station-wise break up of outstanding over Rs. 500</td>
<td>Remarks (Action taken for liquidation of dues may be indicated briefly in this column)</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>--------------------------</td>
<td>------------</td>
<td>--------------------------</td>
<td>----------------------------------------------------------</td>
<td>------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>
APPENDIX-XLII
(Reference paragraph 18.16)

Statement showing detection of overcharges in freight and the position of claim thereof for the month of

in respect of ..................................................

PART I

1. Total number of RR received

2. Number of RRs checked

3. No. of RRs where overcharges detected and amount paid less at the time of delivery (Total no. of such RRs and total amount paid less should be shown against the column.)

4. Number of RRs where overcharges detected and claims for refund preferred on RRs.

PART II

<table>
<thead>
<tr>
<th>No. of Claim cases involved</th>
<th>Amount</th>
</tr>
</thead>
</table>

1. Opening balance of claims for refund of overcharges in freight

2. No. of cases preferred during the month

3. No. of cases settled during the month
   (i) by obtaining refund
   (ii) by withdrawing claims

4. Closing balance

5. Remarks

SIGNATURES:

Note.—To be prepared by Depot for the districts, by districts for regions and by regions for Head Office/Zonal Office. A register on similar lines for the purpose should be maintained by such office.
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Station</th>
<th>Name of Commodity</th>
<th>Total No. of RR's issued</th>
<th>Total No. of wagons booked</th>
<th>Total No. of bags booked</th>
<th>No. of clear RR's issued</th>
<th>No. of wagons booked under clear RR's</th>
<th>No. of bags booked under clear RR's</th>
<th>No. of said to contain RR's issued</th>
<th>No. of wagons booked under said to contain RR's</th>
<th>No. of bags booked under said to contain RR's</th>
<th>Remarks, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
</tr>
<tr>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
</tr>
<tr>
<td>etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total
### APPENDIX-XLIV
(Reference paragraph 38-18)

#### STATEMENT SHOWING ROAD MOVEMENT OF FOODGRAINS WITHIN THE REGION (INTRA STATE) FOR THE MONTH OF...

**IN RESPECT OF...**

<table>
<thead>
<tr>
<th>From 1 to 200 Kms.</th>
<th>From 201 to 500 Kms.</th>
<th>Above 500 Kms.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity</td>
<td>Freight charges</td>
<td>Other Incidents at forwarding/destination stations</td>
<td>Quantity</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

1. Quantity of foodgrains moved and expenditure on movt. by road.
2. Quantity of foodgrains moved and expenditure on movt. by rail.
3. Rail road differential i.e. extra expenditure involved on road movt. of foodgrains.

---

**SIGNATURES**

Note.—To be prepared by *Depot for the districts*, by districts for regions and by regions for *Head Office/Zonal office*. A register on similar lines for the purpose should be maintained by each office.
APPENDIX-XLIV/I
(Reference Paragraph 18.18)

STATEMENT SHOWING INTER-STATE ROAD MOVEMENT OF FOODGRAINS (FROM ONE REGION TO OTHER) FOR THE MONTH OF
IN RESPECT OF REGION.

<table>
<thead>
<tr>
<th>From 1 to 200 Kms.</th>
<th>From 201 to 500 Kms.</th>
<th>Above 500 Kms.</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity</td>
<td>Freight</td>
<td>Usual Incidental at forwarding and destination stations.</td>
<td>Quantity</td>
</tr>
<tr>
<td>(1)</td>
<td>(2)</td>
<td></td>
<td>(3)</td>
</tr>
</tbody>
</table>

1. Quantity of foodgrains moved and expenditure on movt. by road.
2. Quantity of foodgrains moved and expenditure on movt. by rail.
3. Rail road differential i.e. extra expenditure involved on rail movt. of foodgrains.

Note.—To be prepared by Depots for the districts, by districts for regions and by regions for Head office/Zonal office. A register on similar lines for the purpose should be maintained by each office.
8. No. DETAILS

1. Comments on the overall statistical positions of claims for the month as per appendices XXXV and XXXVI to be enclosed.

Note.—If the performance is not satisfactory, reasons for the same as also action proposed to be taken should be given.

2. Achievement of Regional Claims Section:

<table>
<thead>
<tr>
<th>Compensation Claims</th>
<th>Refund Claims</th>
<th>Missing wagons Claims</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
<td>Amount</td>
<td>No.</td>
<td>Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) By Payments :</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) By adjustments :</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) By repudiation :</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) By withdrawal :</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total finalisation

Note.—This will indicate only the finalisation of the Regional Claims Section excluding the performance of the Cell.

3. Number of cases transferred to the Claims Cells:

<table>
<thead>
<tr>
<th>Compensation Claims</th>
<th>Refund Claims</th>
<th>Missing wagons Claims</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
<td>Amount</td>
<td>No.</td>
<td>Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4. Particulars of inspections carried out by the Regional Movement officer.

5. Irregularities noticed, action taken/proposed to be taken and suggestions for remedial measures.

6. Number of checks carried out on RR's with a view to ascertaining correctness of the freight charges amount of overcharges detected.

<table>
<thead>
<tr>
<th>No. of depots checked</th>
<th>No. of RR's checked</th>
<th>Particulars of overcharged detected</th>
<th>Claim filed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>No. of RR's</td>
<td>Amount</td>
</tr>
</tbody>
</table>

7. Contacts made/Meeting held with Railway Claims officers and the results achieved as a result of such contacts/Meetings.

8. Amount of wharfage/demurrage and freight outstanding and action taken to clear demurrage/freight charges.

9. Important policy issues in connection with claims/commercial matters arisen during the month.

10. Miscellaneous railway commercial matters on which action was taken by the Claims Section e.g., difficulties in issue of shortage certificates, supervision on loading/unloading etc.

11. Staff position.

<table>
<thead>
<tr>
<th>Category</th>
<th>Sanctioned strength</th>
<th>Staff in position</th>
<th>Vacancies with dates</th>
</tr>
</thead>
</table>

Signature...
PROFORMA FOR MONTHLY NARRATIVE REPORT OF CLAIMS CELL

1. Position of all claims dealt with by the Claims Cell during the Month

<table>
<thead>
<tr>
<th>Details of Claims</th>
<th>Compensation</th>
<th>Refund</th>
<th>Missing</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No.</td>
<td>Amount</td>
<td>No.</td>
<td>Amount</td>
</tr>
</tbody>
</table>

1. Opening balance as on
2. Claims received during the month
3. Total
4. Cases finalised during the month
   (a) By payment
   (b) By adjustment
   (c) Repudiated and closed
   (d) Withdrawn
   (e) Total finalisation.
5. (i) Closing balance
   (a) One year or below
   (b) Over one year but below three years
   (c) Over three years.
6. (i) Regionwise breakup of claims pending with claim cell.
   Region | Opening Balance | Fresh received | Finalised | Closing Balance.

7. (iii) Railwaywise Summary.
   Railway | Opening Balance | Fresh received | Finalised | Closing Balance.

8. (iv) No. of cases received during the month and found tenable/untenable.
   | No. of cases | Amt. | Tenable cases | Untenable Cases |
   | No. | Amount | No. | Amount | No. | Amount |

128
(v) Summarised position of Missing/Unconnected wagons Region-wise.

<table>
<thead>
<tr>
<th>Region</th>
<th>No. of unconnected wagons</th>
<th>No. of missing wagons</th>
</tr>
</thead>
</table>

(vi) Comments on performance.

(vii) Particulars of Inspections carried out by DMs/SAMs/AMs.

(viii) Contacts made with Railway Officers.

(ix) Important claims and Railway commercial policy issues that have arisen during the month.

(x) Miscellaneous matters.

(xi) Staff position

<table>
<thead>
<tr>
<th>Category</th>
<th>Sanctioned strength</th>
<th>Staff in position</th>
<th>Vacancies</th>
</tr>
</thead>
</table>

---
SECTION OF THE INDIAN RAILWAYS ACT HAVING RELEVANCE TO ROAD MOVEMENT AND CLAIMS

27(1) Every railway administration shall, according to its powers, afford all reasonable facilities for the receiving, forwarding and delivering of traffic upon and from the several railways belonging to or worked by it and for the return of rolling-stock.

(3) A railway administration having or working railways which form part of a continuous line of railway communication, or having its terminus or station of another railway administration, shall afford all due and reasonable facilities for receiving and forwarding by any such railway all the traffic arising by the other at such terminus or station without any unreasonable delay, and without any such preference or advantage or prejudice or disadvantage as is referred to in section 28 and so that no obstruction may be offered to the public desirous of using such railways at continuous line of communication, and so that all reasonable accommodation may by means of such railways be at all times afforded to the public in that behalf.

(4) The facilities to be afforded under this section shall include the due and reasonable receiving, forwarding and delivering by every railway administration, at the request of any other railway administration of through traffic to and from the railway of any other railway administration at through rates.

Provided as follows:

(a) the railway administration requiring the traffic to be forwarded shall give written notice at the proposed through rate to each forwarding railway administration, stating both its amount and its apportionment and the route by which the traffic is proposed to be forwarded. The proposed through rate for animals or goods may be per ton or per quintal (100 kilograms);

(b) each forwarding railway administration shall, within the prescribed period after the receipt of such notice, by written notice, inform the railway administration requiring the traffic to be forwarded whether it agrees to the rate, apportionment and route, and, if it has any objection, what the grounds of the objection are;

(c) if at the expiration of the prescribed period, no such objection has been sent by any forwarding railway administration, the rate shall come into operation at the expiration of that period;

(d) if any objection to the rate, apportionment or route has been sent within the prescribed period, the Central Government shall, on the request of any of the railway administrations, decide the matter;

(e) if the objection is to the granting of the rate or to the route, the Central Government shall consider whether the granting of the rate is due and reasonable in the interests of the public, and whether, regard being had to the circumstances, the route proposed is a reasonable route, and shall allow or refuse the rate accordingly or fix such other rate as may seem to the Central Government to be just and reasonable;

(f) if the objection is only to the apportionment of the rate, the rate shall come into operation at the expiration of the prescribed period, but the decision of the Central Government as to its apportionment shall be retrospective in the case of any other objection the operation of the rate shall be suspended until the Central Government makes its order in the case.

(g) the Central Government in apportioning the through rate shall take into consideration all the circumstances of the case, including any special expenses incurred in respect of the construction, maintenance or working of the route or any part of the route, as well as any special charges which any railway administration is entitled to make in respect thereof;

(h) the Central Government shall not in any case compel any railway administration to accept lower rates than the rates which the administration may for the time being legally charge for the traffic covered by a like mode of transit on any other line of communication between the same points, being the points of departure and arrival of the through route.

(i) Subject to the foregoing provisions of this sub-section, the Central Government shall have power to decide that any proposed through rate is due and reasonable, notwithstanding that a loss amount may be allotted to any forwarding railway administration out of the through rate than the maximum rate which the railway administration is entitled to charge, and to allow and apportion the through rate accordingly.

(j) the prescribed period mentioned in this sub-section shall be one month or such longer period as the Central Government may, in general or special order, prescribe.

(5) Any decision given by the Central Government under sub-section (4) shall be final and binding on all parties concerned.

27A (1) The Central Government may, if in its opinion it is necessary in the public interest so to do, by general or special order, direct any railway administration—

(a) to give special facilities for, or preference to, the transport of any such goods or class of goods consigned to the Central Government or the Government of any State or of such other goods or class of goods, as may be specified in the order,

(b) to carry any goods or class of goods by such route or routes and at such rates as may be specified in the order.

(2) Any order made under sub-section (1) shall cease to have effect after the expiry of six months from the date thereof, but it may be renewed from time to time.

(3) Notwithstanding anything contained in this Act, every railway administration shall be bound to comply with any direction given under sub-section (1), and any action taken by a railway administration in pursuance of any such direction shall not be deemed to be a contravention of section 28.

28. A railway administration shall not make or give any undue or unreasonable preference or advantage to, or in favour of, any particular person or railway administration, or any particular description of traffic, in any respect whatsoever, or subject any particular person or railway administration or any particular description of traffic to any undue or unreasonable prejudice or disadvantage in any respect whatsoever.
34. (1) There shall be a Tribunal, called the Railway Rates Tribunal, for the purpose of discharging the functions hereinafter specified in this Chapter.

(2) The tribunal shall consist of a Chairman and two other members to be appointed by the Central Government.

(3) A person shall not be qualified for appointment as the Chairman of the Tribunal unless he is, or has been, a Judge of the Supreme Court or of a High Court and the other two members of the Tribunal shall be chosen from among persons who, in the opinion of the Central Government, have special knowledge of commercial, industrial or economic conditions of the country or of the commercial working of the railways.

(4) The Chairman and the other members of the Tribunal shall hold office for such period, not exceeding five years, as may be specified in the order of their appointment; and if the Chairman or any other member is by infirmity or otherwise rendered incapable of carrying out his duties or is absent on leave or otherwise in circumstances not involving the vacation of his appointment, the Central Government may appoint another person to act in his place during his absence.

(5) A person who holds office as the Chairman or other member of the Tribunal shall, on the expiration of the term of his office (not being an office to fill a casual vacancy), be ineligible for re-appointment to that office.

(6) Subject to the provisions of subsection (4) and sub-section (5), the Chairman and other members of the Tribunal shall hold office on such terms and conditions as the Central Government may, by general or special order, prescribe.

(7) No act or proceeding of the Tribunal shall be deemed to be invalid by reason merely of any vacancy in or any defect in the constitution of the Tribunal.

36. The Tribunal may, with the sanction of the Central Government, appoint such staff, and on such terms and conditions, as the Central Government may determine.

37. The headquarters of the Tribunal shall be at such place as the Central Government may determine.

38. The Tribunal may sit at such place or places as it may find convenient for the transaction of business.

39. For the purpose of exercising the jurisdiction conferred on it by this Chapter, the Tribunal may pass such interim and final orders as the circumstances may require, including orders for the payment, subject to the provisions of this Chapter, of costs; and it shall be the duty of the Central Govt., on whom any obligation is imposed by any such order, to carry it out.

40. The Tribunal shall have the powers of a Civil Court under the Code of Civil Procedure, 1908, for the purposes of taking evidence on oath, enforcing the attendance of witnesses, compelling the discovery and production of documents and issuing commission for the examination of witnesses and shall be deemed to be a Civil Court for all the purposes of section 195 and Chapter XXXV of the Code of Criminal Procedure, 1898, and any reference to the presiding officer of a Court shall be deemed to include a reference to the Chairman of the Tribunal.

41. (1) Any complaint that a railway administration—

(a) is contravening the provisions of section 28, or

(b) is charging for the carriage of any commodity between two stations a rate which is unreasonable, or

(c) is levying any other charge which is unreasonable, may be made to the Tribunal, and the Tribunal shall hear and decide any such complaint in accordance with the provisions of this Chapter.

(2) In the case of a complaint under clause (a) of sub-section (1)—

(i) whenever it is shown that a railway administration charges one trader or class of traders or the traders in any local area lower rates for the same or similar animals or goods, or lower rates for the same or similar services, than it charges to other traders or classes of traders, or to the traders in another local area, the burden of proving that such lower charge does not amount to an undue preference shall be on the railway administration;

(ii) in deciding whether a lower charge does or does not amount to an undue preference, the Tribunal may, in addition to any other considerations affecting the case, take into consideration whether such lower charge is necessary in the interest of the public.

(3) In the case of a complaint under clause (b) or clause (c) of sub-section (1), the Tribunal may fix such rate or charge as it considers reasonable:

Provided that the rate or charge fixed under clause (b) or sub-section (1) shall be within the limit of the maximum and minimum rates fixed by the Central Government under sub-section (1) of section 29.

(4) A complaint under this section may be made jointly against two or more railway administrations.

41A. Where a railway administration, bound by an order of the Tribunal, considers that since the order was made there has been a material change in the circumstances on which it was based, the railway administration may, after the expiry of one year from the date of the order, make an application to the Tribunal for revision of the order and the Tribunal may, after making due inquiry into the matter in accordance with the provisions of this Chapter, vary or revoke the order.

42. The Central Government alone shall have power—

(a) to classify or reclassify any commodity:

(b) to increase or reduce the level of class rates and other charges.

44. (1) With the approval of the Central Government, the Tribunal may make rules regarding its practice and procedure and generally for the effective discharge of its functions under this Chapter.

(2) In particular and without prejudice to the generality of the foregoing power, such rules may provide for:

(c) the award of costs by the Tribunal;

(d) the reference of any question to a member or officer of the Tribunal or any other person appointed by the Tribunal, for report after holding a local inquiry;

(e) the right of audience before the Tribunal, provided that any party shall be entitled to be heard in person, or by a representative duly authorized in writing, or by a legal practitioner;

(f) the disposal by the Tribunal of any proceedings before it, notwithstanding that in the course thereof there has been a change in the persons sitting as members of the Tribunal;

(g) a scale of fees for and in connection with the proceedings before the Tribunal.

(3) The Central Government shall give to the Tribunal such assistance as it may require, and shall also place at its disposal any information in the possession of the Central Government which the Government may think relevant to the matter before the Tribunal.
45. (1) Nothing in this Chapter shall confer jurisdiction on the Tribunal in respect of—
(a) classification or re-classification of any commodity;
(b) fixation of wharfage and demurrage charges (including conditions attached to such charges);
(c) scales of charges levied by a railway administration for the carriage of passengers and their luggage, parcels, military traffic and traffic in railway material and stores;

2. Notwithstanding anything contained in sub-section (1), the Central Government may make a reference to the Tribunal in respect of any or all of the matters specified in subsection and where any such reference is made in respect of any matter, the Tribunal shall make an inquiry into that matter and submit its report thereon to the Central Government.

3. On receipt of a report under sub-section (2), the Central Government may take such action as it considers suitable in respect of the matters dealt with in the report.

46. Notwithstanding anything contained in this Chapter, a railway administration may in respect of the carriage of any goods on the goods trains—
(i) open a new station or station; and or
(ii) increase or reduce or cancel after due notice in the manner prescribed by the Central Government, the existing station or station rate, not being a station to station rate introduced in compliance with an order made by the Tribunal, or

46A. The decision of the Tribunal shall be by a majority of the members sitting and shall be final.

46B. The Tribunal may transmit any order made by it to a Civil Court having local jurisdiction; and such Civil Court shall execute the order as if it were a decree.

46C. In this Chapter, unless there is anything repugnant in the subject or context—
(a) "classification" means the grouping of commodities into classes (both for smalls and wagon loads) as may be authorized by the Central Government and notified in the Indian Railway Conference Association's Guide to Tariff in force for the purpose of determining the rate to be charged;
(b) "class rate" means a rate fixed according to the class given to the commodity in the classification of goods;
(c) "commodity" includes livestock;
(d) "demurrage" means the charge levied after the expiry of the free time allowed for loading or unloading of a wagon;
(e) "parcel" means any package or merchandise or any other goods entrusted for carriage by passengers or parcels train;

ANNEXURE—A Contd.

1. "station to station rate" means a special reduced rate applicable to a specific commodity booked between two specified stations;
2. "wharfage" means the charge levied on goods for not removing them from the railway premises after the expiry of the free time allowed for such removal.

54. (1) Subject to the control of the Central Government, a railway administration may impose conditions, not inconsistent with this Act or any general rules thereunder, with respect to the receiving, forwarding or delivering of any animals or goods.

2. The railway administration shall keep at each station on the railway a copy of the conditions, for the time being in force under sub-section (1), at the station, and shall allow any person to inspect it free of charge at all reasonable times.

3. A railway administration shall not be bound to carry any animal suffering from any infectious or contagious disorder.

55. (1) If a person fails to pay on demand made by or on behalf of a railway administration any rate, or other charge due from him in respect of any animals or goods, the railway administration may detain the whole or any part of the animals or goods, or, if they have been removed from the railway, any other animals or goods of such person then being in or thereafter coming into its possession.

2. (a) When any animals or goods have been detained under sub-section (1), the railway administration may sell by public auction, in the case of perishable goods at once, and in the case of other goods or of animals on the expiration of a least fifteen days notice of the intended auction, published in one of the local newspapers or, in such railway as the Central Government may prescribe, sufficient of such animals or goods to produce a sum equal to the charge, and all expenses of such detection, notice and sale, including, in the case of animals, the expenses of the feeding, watering and tending thereof.

3. The proceeds of the sale shall be by a majority of the members sitting and shall be final.

46B. The Tribunal may transmit any order made by it to a Civil Court having local jurisdiction; and such Civil Court shall execute the order as if it were a decree.

46C. In this Chapter, unless there is anything repugnant in the subject or context—
(a) "classification" means the grouping of commodities into classes (both for smalls and wagon loads) as may be authorized by the Central Government and notified in the Indian Railway Conference Association's Guide to Tariff in force for the purpose of determining the rate to be charged;
(b) "class rate" means a rate fixed according to the class given to the commodity in the classification of goods;
(c) "commodity" includes livestock;
(d) "demurrage" means the charge levied after the expiry of the free time allowed for loading or unloading of a wagon;
(e) "parcel" means any package or merchandise or any other goods entrusted for carriage by passengers or parcels train;

132
56a. (1) Where by reason of any flood, landslides, breach of any line of rails, collision between trains, derailment of or other accident to a train or any other cause, traffic on any route is interrupted and there is no likelihood of early resumption of such traffic, nor is there any other reasonable route whereby traffic of perishable goods may be diverted to prevent loss or deterioration of, or damage to, such goods, the railway administration may, after obtaining wherever practicable instructions from the person appearing to the railway administration to be entitled to the goods, sell them by public auction.

(2) Out of the proceeds of the sale, the railway administration may retain a sum equal to the charge due in respect of the goods, and the balance, if any, shall be paid to the person entitled thereto, rendering the surplus, if any, of the proceeds to the person entitled thereto.

(3) The provisions of this section shall be without prejudice to the claim or right which the person entitled to the goods may have against the railway administration under any other enactment for the time being in force.

57. Where any animals, goods or sale-proceeds in the possession of a railway administration are claimed by two or more persons, or the ticket or receipt for the animals or goods is not forthcoming, the railway administration may withhold delivery of the animals, goods or sale-proceeds until the person entitled to the good or sale-proceeds has given an indemnity, to the satisfaction of the railway administration, against the claims of any other person with respect to the animals, goods or sale-proceeds.

58. (1) The owner or person having charge of any goods which are brought upon a railway for the purpose of being carried thereupon, and the consignee of any goods which have been carried on a railway, shall, on the request of any railway servant appointed in this behalf by the railway administration, deliver to such servant an account in writing signed by such owner or person, or by such consignee, as the case may be, setting forth such a description of the goods as may be sufficient to determine the rate which the railway administration is entitled to charge in respect thereof.

(2) If such owner, person or consignee refuses or neglects to give such an account, and refuses to open the parcel or package containing the goods in order that their description may be ascertained, the railway administration may, (a) in respect of goods which have been brought for the purpose of being carried on the railway, refuse to carry the goods unless in respect thereof a rate is paid not exceeding the highest rate which may be in force at the time on the railway for any class of goods or, (b) in respect of goods which have been carried on the railway, charge a rate not exceeding such highest rate.

59. If an account delivered under sub-section (1) is materially false with respect to the description of any goods to which it purports to relate, and which have been carried on the railway, the railway administration may charge in respect of the carriage of the goods a rate not exceeding double the highest rate which may be in force at the time on the railway for any class of goods.

60. If any difference arises between a railway servant and the owner or person having charge, or the consignee, of any goods which have been brought to or have been carried on a railway, respecting the description of goods of which an account has been delivered under this section, the railway servant may detain and examine the goods.

If it appears from the examination that the description of the goods is different from that stated in an account delivered under sub-section (1) the person who delivered the account, or, if that person is not the owner of the goods, then that person and the owner jointly and severally, shall be liable to pay to the railway administration the cost of description and examination of the goods, and the railway administration shall be exonerated from all responsibility for any loss which may have been caused by the detention or examination thereof.

61. (1) Where any charge is made by and paid to a railway administration in respect of the carriage of goods over its railway, the administration shall, on the application of the person by whom or on whose behalf the charge has been paid, render to the applicant an account showing how much of the charge comes under each of the following heads, namely:—

(a) the carriage of the goods on the railway;

(b) demurrage and detention;

(c) collection, delivery and other expenses;

but without particularising the several items of which the charge under each head consists.

(2) The application under sub-section (1) must be in writing and be made to the railway administration within one month after the date of the payment of the charge by or on behalf of the applicant, and the account must be rendered by the administration within two months after the receipt of the application.

72. Any person delivering to a railway administration any animals or goods to be carried by railway shall,—

(a) if the animals or goods are to be carried by a train intended solely for the carriage of goods, or

(b) if the goods are to be carried by any other train and consist of articles of any of the following categories, namely:—

(i) articles carried at owner's risk, in a separate compartment of the carriage;

(ii) articles of a perishable nature,

(iii) articles mentioned in the Second Schedule, in a separate compartment of the carriage;

(iv) articles in a defective condition or defectively packed,

(v) explosive and other dangerous goods, execute a note (in this Act referred to in the foregoing note in such form as may be prescribed by the railway administration and approved by the Central Government) in which the sender or his agent shall give such particulars in respect of the animals or goods so delivered as may be required.

73. Save as otherwise provided in this Act, a railway administration shall be responsible for the loss, destruction, damage, deterioration or non-delivery, in transit, of animals or goods delivered to the administration to be carried by railway arising from any cause except the following, namely:

(a) act of God;

(b) act of War;

(c) act of public enemies;

(d) arrest, restraint or seizure under legal process.
(e) orders or restrictions imposed by the Central Government or a State Government or by any other authority subordinate to the Central Government or a State Government authorized in this behalf;

(f) set or omission or negligence of the consignor or the consignee or the agent or servant of the consignor or the consignee;

(g) natural deterioration or wastage in bulk or weight due to inherent defect, quality or vice of the goods;

(h) latent defect;

(i) fire, explosion or any unforeseen risk:

Provided that even where such loss, destruction, damage, deterioration or non-delivery is proved to have arisen from any cause or more of the aforesaid causes, the railway administration shall not be relieved of its responsibility for the loss, destruction, damage, deterioration or non-delivery unless the administration further proves that it had used reasonable foresight and care in the carriage of the animals or goods.

74. (1) Where any animals or goods are tendered to a railway administration for carriage by railway and the railway administration provides for the carriage of such animals or goods either at the ordinary tariff rate (in this Act referred to as the railway risk rate) or in the alternative at a special reduced rate (in this Act referred to as the owner's risk rate), the animals or goods shall be deemed to have been tendered to be carried at owner's risk rate, unless the sender or his agent elects in writing to pay the railway risk rate.

(2) Where the sender or his agent elects in writing to pay the railway risk rate the railway administration shall issue a certificate to the consignee to that effect.

(3) When any animals or goods are deemed to have been tendered to be carried, or are carried, at the owner's risk rate, then, notwithstanding anything contained in section 73 the railway administration shall not be responsible for any loss, destruction, damage, deterioration or non-delivery, in transit, of such animals or goods, from whatever cause arising, except upon proof that such loss, destruction, damage, deterioration or non-delivery was due to negligence or misconduct on the part of the railway administration or of any of its servants.

75. (1) When any goods which, under ordinary circumstances, would be carried in covered vehicles or vessels and would be liable to damage if carried otherwise, are, at the request of the sender or his agent recorded in the forwarding note, tendered for carriage by railway in open vehicles or vessels, the railway administration shall not be responsible for any destruction, damage or loss which may arise only by reason of the goods being so carried.

76. (1) Where, due to a cause beyond the control of a railway administration or due to congestion in the yard or other operational reasons, animals or goods delivered to the railway administration to be carried by railway are carried over a route other than the route by which they are booked or the usual or customary route, the railway administration shall not be deemed to have committed a breach of the contract of carriage by reason only of the deviation of route.

76A. Where a railway administration in which animals or goods are delivered to be carried by railway delivers them in good faith to a person who produces the original railway receipt the railway administration shall not be responsible on the ground that such person is not legally entitled thereto or that the endorsement on the railway receipt is forged or otherwise defective.

76C. 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 arising, after the wagon containing the goods has been placed at the point of interchange of wagons between the railway administration and the owner of the siding has been informed in writing that the wagon has been so placed.

76D. Where any animals or goods delivered to a railway administration to be carried by railway have been booked through over the railways of two or more railway administrations or over one or more railway administrations and one or more transport systems not belonging to any railway administration, the person tendering the animals or goods to the railway administration shall be deemed to have contracted with each one of the railway administrations or the owners of the transport systems concerned, as the case may be, that the provisions of this Charter shall apply, so far as may be, in relation to the carriage of such animals or goods in the same manner and to the same extent as they would have applied if the animals or goods had been carried by the railway of only one railway administration.

Provided that—

(a) where there is a deviation in the route by which the animals or goods are to be carried, such deviation was due to a cause beyond the control of the railway administration, or the owner of the transport system concerned, as the case may be, or to congestion in the yard or other operational reasons;

(b) for the purpose of making the provisions of this Charter relating to the carriage of animals or goods to the owners' risk rate applicable, the benefit of the railway risk rate and the owners' risk rate was available in the alternative to the sender on each of the railway administrations or transport systems concerned at the time of the delivery of the animals or goods to the railway administration for the purpose of carriage.

76F. Notwithstanding anything contained in section 74—

(a) where the whole of a consignment of goods or the whole of any package forming part of a consignment, carried at owner's risk rate is not delivered to the consignee and such non-delivery is not proved by the railway administration to have been due to fire or to any accident in transit, the railway administration shall be bound to disclose to the consignor how the consignment or the package was dealt with throughout the time it was in its possession or control, but if negligence or misconduct on the part of the railway administration or of any of its servants cannot be fairly inferred from such disclosure, the burden of proving such negligence or misconduct shall lie on the consignor.

77. (1) A railway administration shall be responsible in a bundle under sections 131, 132 and 136 of the Indian Contract Act, 1872, for the loss, destruction, damage, deterioration or non-delivery of goods carried by railway within a period of seven 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 for
such loss, destruction, damage, deterioration or non-delivery except on proof of negligence or misconduct on the part of the railway administration or of any of its servants.

(2) The railway administration shall not be responsible in any case for the loss, destruction, damage, deterioration or non-delivery of goods carried by railway, arising after the expiry of the period of seven days after the termination of transit.

(3) Notwithstanding anything contained in the foregoing provisions of this section, a railway administration shall not be responsible for the loss, destruction, damage, deterioration or non-delivery of the goods mentioned in the Second Schedule, animals and explosives and other dangerous goods carried by railway, after the termination of transit.

(4) Nothing in the foregoing provisions of this section shall relieve the owner of animals or goods from liability in any demurrage or wharfage for so long as the animals or goods are not unloaded from the railway wagon or removed from the railway premises.

(5) For the purposes of this Chapter—

(a) unless otherwise previously determined, transit terminates on the expiry of the free time allowed (after the arrival of animals or goods at destination) for their unloading from railway wagons without payment of demurrage, and where such unloading has been completed within the free time so allowed, transit terminates on the expiry of the free time allowed for the removal of the animals or goods from railway premises without payment of wharfage;

(b) "demurrage" and "wharfage" have the meanings respectively assigned to them in clause (d) and clause (h) of section 44C.

77C. (1) When any goods tendered to a railway administration to be carried by railway—

(a) are in a defective condition as a consequence of which they are liable to damage, deterioration, leakage or wastage, or

(b) are either defectively packed or packed in a manner not in accordance with the general or special order, if any, issued under sub-section (4), and as a result of such defective or improper packing are liable to damage, deterioration, leakage or wastage, or

and the fact of such condition or defective or improper packing has been recorded by the sender or his agent in the forwarding note, then, notwithstanding anything contained in the foregoing provisions of this Chapter, the railway administration shall not be responsible for any damage, deterioration, leakage or wastage, or for the condition in which such goods are available for delivery at destination, except upon proof of negligence or misconduct on the part of the railway administration or of any of its servants.

(2) When any goods delivered to a railway administration to be carried by railway are found on arrival at destination to have been damaged or to have suffered deterioration, leakage or wastage, then, notwithstanding anything contained in the foregoing provisions of this Chapter, the railway administration shall not be responsible for the damage, deterioration, leakage or wastage of the goods on proof by the railway administration—

(i) that the goods were, at the time of delivery to the railway administration, in a defective condition or were at the time either defectively packed or packed in a manner not in accordance with the general or special order, if any, issued under sub-section (4) and in a consequence of such defective condition or defective or improper packing were liable to damage, deterioration, leakage or wastage, and

(b) that such defective condition or defective or improper packing was not brought to the notice of the railway administration or of any of its servants at the time of delivery of the goods to the railway administration for carriage by railway:

Provided that the railway administration shall be responsible for any such damage, deterioration leakage or wastage if negligence or misconduct on the part of the railway administration or of any of its servants is proved.

(3) A railway administration shall not be responsible under sub-section (1) or sub-section (2) for any damage, deterioration, leakage or wastage occurring after the expiry of the period of seven days after the termination of transit as defined in sub-section (5) of section 27.

(4) The Central Government may, by general or special order, prescribe the manner in which goods delivered to a railway administration to be carried by railway shall be packed.

78. Notwithstanding anything contained in the foregoing provisions of this Chapter, a railway administration shall not be responsible—

(a) for the loss, destruction, damage, deterioration or non-delivery of any goods with respect to the description of which an account materially false has been delivered under sub-section (1) of section 58 if the loss, destruction, damage, deterioration or non-delivery is, in any way, brought about by the false account, or in any case for an amount exceeding the value of the goods if such value were calculated in accordance with the description contained in the false account; or

(b) for the loss, destruction, damage, deterioration or non-delivery of animals or goods in cases where there has been fraud practised by the consignor or the consignee or an agent of the consignor or the consignee;

(c) for the loss, destruction, damage, deterioration or non-delivery of animals or goods moved by the railway administration to have been caused by or to have arisen from—

(i) improper loading or unloading by the consignor or the consignee or by an agent of the consignor or the consignee,

(ii) riot, civil commotion, strike, lock-out, stoppage or suspension of labour from whatever cause, whether partial or general; or

(d) for any indirect or consequential damage or for loss of particular market.

78B. A person shall not be entitled to a refund of an overcharge in respect of animals or goods carried by railway or to compensation for the loss, destruction, damage, deterioration or non-delivery of animals or goods delivered to be so carried, unless in his claim to the refund or compensation has been preferred in writing by him or on his behalf—

(a) to the railway administration to which the animals or goods were delivered to be carried by railway; or

(b) to the railway administration on whose railway the destination station lies, or the loss, destruction damage or deterioration occurred:

within six months from the date of the delivery of the animals or goods for carriage by railway:

ANNEXURE—A Contd.
ANNEXURE—A Cond.

(b) if the passenger was, or the animals or goods were, booked through over the railway of two or more railway administrations, against the railway administration from which the passenger obtained his pass or purchased his ticket or to which the animals or goods were delivered for carriage, or the case may be, or against the railway administration on whose railway the destination station lies, or the loss, injury, destruction, damage or deterioration occurred;

and, in either case, the suit may be instituted in a Court having jurisdiction over the place at which the passenger obtained his pass or purchased his ticket or the animals or goods were delivered for carriage, as the case may be, or over the place in which the destination station lies, or the loss, injury, destruction, damage or deterioration occurred.