



GOVERNMENT OF INDIA

MINISTRY OF RAILWAY

RAILWAY BOARD

INDIAN RAILWAY CODE FOR TRAFFIC (COMMERCIAL) DEPARTMENT

REVISED EDITION

1993

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PREFACE

The provisional issue of the State Railway Code for Traffic Department (Commercial) originally published in April. 1939 was treated as a Guide and not as a Code.

2. Subsequently its revised publication embodying essential principles and policy directives issued by the Railway Board from time to time was brought out in 1961 and the provisions contained therein were mandatory.

3. Since then certain provisions of the existing Code have become obsolete while others needed revision, hence the need of present revised edition. In this revised edition obsolete provisions have been deleted and all modifications/ additions and other procedural changes effected since the last edition have been incorporated.

4. The provisions included in this revised edition are mandatory and supersede all the rules and orders contained in the 1961 edition to the extent these have been revised and incorporated herein.

5. As per the policy of the Govt. of India, this edition is being issued in DIGLOT.

6. Corrections to this Code Book, if and when found necessary will be issued serially numbered. The correction slips will be printed in Hindi and English both on one side of the paper, so that these may be cut and pasted at the appropriate place.

7. Suggestions for improvements to this Code including amendments and corrections or errors/omissions, if any, would be welcome and may be addressed through proper channel to the Secretary, Railway Board.

K. BALAKESARI,

Secretary, Railway Board

New Delhi

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Appendix I to X

Indian Railway Traffic Commercial Code Revised Edition ♦ 1993 Concordance.

CHAPTER I

ORGANISATION AND FUNCTIONS OF THE COMMERCIAL DEPARTMENT

Commercial Department

101. The Commercial Department is responsible for the marketing & sale of the transportation provided by a railway, for creating and developing traffic, for securing and maintaining friendly relations with the travelling and trading public and for cultivating good public relations generally. The fixing of rates, fares and other charges and the correct collection, accountal and remittance of traffic receipts are also among its functions.

Chief Commercial Manager

102. The Chief Commercial Manager, as Head of the Commercial Department, is responsible to the General Manager for the efficient working of the Commercial Department. He is assisted by officers in different grades at the Head Quarter Office and in the Divisions including Area Officers where provided.

Powers of the General Manager in Commercial Matters

103. The powers of the General Managers in commercial matters are detailed in Appendix I.

104. Subject to the provisions of this code, the powers of the Chief Commercial Manager are such as may be delegated to him by the General Manager.

105. Similarly, subject to the provisions of this Code, these powers may be re-delegated by the Chief Commercial Manager to the authorities subordinate to him.

Subjects dealt with in the Commercial Department

106. A list of the main subjects dealt with in the Commercial Department is given in Appendix II.

The Headquarters Office

107. The important matters dealt with in the Headquarters Office of the Commercial Department are: ♦

(a) Rates and fares;

(b) Claims for refund and for compensation;

- (c) Prevention of Claims;
- (d) Marketing & Sales;
- (e) Passenger amenities;
- (f) Inter-model co-ordination;
- (g) Traffic Surveys;
- (h) Research and Development;
- (i) Catering and Vending;
- (j) Ticket checking;
- (k) Commercial Statistics;
- (l) Computerisation of Reservation;
- (m) Commercial advertising and publicity.

Marketing & Sales

108. The main functions of Marketing & Sales Organisation on the Railways are.

- (a) to explore new areas for developing new streams of traffic and to improve the quality of service provided to traders by maintaining close liaison with them and to ascertain and solve their problems in connection with expeditious transportation of their goods.
- (b) to plan and provide inter-modal services combining the advantages of Rail & Road Transport like Freight Forwarder Service. Container Service and Quick Transit/Speed link Services.
- (c) to take up measures to arrest road competition and to have coordination between Rail and Road Transport.

Public Relations

109. The Public Relations Organisation of the Railways would be under the control of a Public Relations Officer whose main functions are : ♦

- (a) to give wide publicity to the various measures adopted to improve passenger services and facilities provided to the trading public;
- (b) to convey to the various departmental officers concerned public suggestions and grievances;
- (c) to correct misstatements made in the Press;
- (d) to educate railway staff to be alive to their duties and responsibilities as public servants, especially in the matter of courtesy to the public.
- (e) to endeavour to educate the travelling public in the rules of health, hygiene and courtesy, and co-operate with the railway in their measures for combating anti-social practices like ticketless travel begging and un-authorized hawking and causing damage

to railway property.

Divisional Commercial Manager/Area Manager

110. The Divisional Commercial Manager/Area Manager is responsible for the efficient conduct of commercial work over his Division/Area. He must ensure that reasonable facilities exist at various stations over his Division/Area for receiving, booking, forwarding and delivering of all descriptions of traffic; that the Commercial staff under his charge are prompt, civil and courteous in their dealings with the public and comply with the various rules and regulations laid down for the conduct of their work; that the various Tariffs, Rate Advices, Rate Tables, Distance Tables. Priority Registers etc. are available at stations, and that Fare Lists and other notices are suitably displayed on the Notice Boards. He must also arrange for periodical inspection of Stations, Booking and Reservation Offices, Parcels Goods Offices. Out Agencies. City Booking Offices and other ancillary services and catering and vending arrangements provided and on stations and op trains.

Commercial Staff

111. Rules and regulations for the proper discharge of their duties by the commercial staff are laid down in detail in the Indian Railway Commercial Manual.

Railway Administrations must ensure that commercial staff are properly trained in their duties and responsibilities: they must also ensure proper direction and control of the commercial staff.

The commercial staff are by the nature of their duties, thrown into very close contact with the travelling public. and while mindful of the financial interests of the railway, they have ever to be on the alert to meet the changing needs and demands of the latter. The closest co-operation between the rank and file of the department scattered over hundreds of stations and the supervisory staff of subordinates and officers is, therefore, called for. The behaviour of the commercial staff should always be correct so as to ensure that the reputation of the railways is maintained at a high level. The following rules must be observed :◆

(a) the conduct of all railway servants should be prompt, civil and obliging;

(b) every railway servant should afford all possible facilities and be careful to give correct information to the public;

(c) railway servants are strictly forbidden to ask for or accept from the public any illegal gratification even if offered voluntarily.

Indian Railway Conference Association (I.R.C.A.)

112. The Indian Railway Conference Association is an Association of Railway Administrations in this country and inter alia is responsible for framing rules for the interchange of traffic between different railways in India and also between railways in India and railways in Bangladesh/Pakistan. The Fundamental Rules and General Constitution etc. of the Association are contained in Conference Rules, Part I issued by the Association's Office.

Functions of the I. R. C. A.

113. The more important functions of the I. R. C. A., so far as the Commercial Department is concerned, are as follows:◆

- (i) To issue the following Tariffs and Publications and the Correction Slips thereto;
 - (a) Conference Rules, Part II, containing Rules for the Interchange of Rolling-Stock and Traffic between Indian Railways;
 - (b) Fundamental and Subsidiary Rules for the Interchange of Traffic between India and Pakistan/ Bangladesh;
 - (c) Alphabetical List of Railway Stations in India;
 - (d) Goods Tariff containing General Classification of Goods and General Rules for Acceptance, Carriage and Delivery of Goods, applicable over Indian Railways;
 - (e) Goods Rate Tables.
 - (f) Pamphlet showing goods arranged according to classes etc.
 - (g) Coaching Tariff containing General Rules for the conveyance of passengers and the rules, rates and conditions for the conveyance by trains carrying passengers, of other traffic such as luggage, parcels, animals etc. applicable over Indian Railways;
 - (h) Coaching Tariffs containing Passenger Fare Table, Rates for Parcels and Rate Tables for certain descriptions of Coaching Traffic.
 - (i) Pamphlet showing Railway Travel Concessions to students and others;
 - (j) Military Tariff containing Rules, Rates and Conditions for the conveyance by Railway of Traffic for the Army, the Navy and the Air Force, applicable over Indian Railways;
 - (k) Red Tariff containing Rules and Rates for the conveyance by rail of Explosives and other Dangerous Goods applicable over Indian Railways;
 - (l) Railway Map of India;
 - (m) Railway Telegraph Code for use on Indian Railways;
 - (n) 'Trains at a Glance' time table.

(ii) To allot Code initials for Railway station names in India.

(iii) To furnish information to Railway Administrations regarding movement of wagons from one Zonal railway to the other and also regarding passage of wagons through certain important stations over individual railways to facilitate the tracing of wagons in cases of missing consignments.

Commercial Committee of the Indian Railway Conference Association

114. This Committee which comprises of the Chief Commercial Managers of Railways is a committee of the I. R. C. A. The functions of this Committee are as follows :♦

- (1) to consider and recommend alterations or additions to the General Classification of Goods;

Note : ♦In the case of additions, Railways must initially refer this matter to the Railway Board.

- (2) to examine and make recommendations on proposals affecting rates and conditions and all matters tending towards uniformity and simplification of the tariffs;
- (3) to consider and recommend alterations or additions to the General Rules appearing in Goods, Coaching, Red and Military Tariffs;
- (4) to act as an Arbitration Committee to determine the liability of railways for any money claim which one or more railways may have against another railway or railways arising out of claims for compensation by the public and for freight, legal or other expenses connected therewith.

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CHAPTER II

RATES AND FARES

Rates Branch

201. The important subjects dealt with in this branch are as under: ♦

- (a) Passenger fares and rates and charges for other Coaching Traffic, such as. Parcels. Luggage, etc.
- (b) Concession Tickets and Season Tickets.
- (c) Classification of goods and rates for goods traffic.
- (d) Conditions attached to rates for Goods and Coaching Traffic, such as. risk, minimum weight, packing, etc.
- (e) Quotation of rates and fares to the public.
- (f) Compilation and maintenance of Rate Registers.
- (g) Adjustment of rates and fares.
- (h) Cases pertaining to the Railway Rates Tribunal.
- (i) Railway Tariffs. Rate Circulars. Rate Advices. Distance Table Books and Departmental Notifications.
- (j) Siding charges.
- (k) Quotation of station to station rates, and lump sum rates.

Rates and Fares for Goods and Coaching Traffic

202. The power to fix rates for the carriage of passengers and goods traffic has been vested in the Central Government vide Section 30 of the Railways Act. 1989 reproduced below : ♦

"Power to fix rates

30. (1) The Central Government may, from time to time, by general or special order fix. for the carriage of passengers and goods, rates for the whole or any part of the railway and different rates may be fixed for different classes of goods and specify in such order

the conditions subject to which such rates shall apply,

(2) The Central Government may, by a like order, fix the rates of any other charges incidental to or connected with such carriage including demurrage and wharfage for the whole or any part of the railway and specify in the order the conditions subject to which such rates shall apply."

203. Similarly, the powers to classify or re-classify any commodity for the purpose of determining the rates to be charged for the carriage of such commodities and to increase or reduce the class rates and other charges has also been vested in the Central Government in accordance with Section 31 of the Railways Act, 1989.

204. The general classification of goods for Indian Railways and the rates and fares charged for various classes of goods, parcels, luggage and passenger traffic sanctioned by the Central Government, are published in the I. R. C. A (Indian Railway Conference Association) Goods and Coaching Tariffs for the time being in force.

Fixation of Tentative Classification for Commodities not already Classified in the Goods Tariff

205. Whenever a new product not already classified in the Goods Tariff is offered for booking, the originating Railway may fix a tentative classification for the movement of the traffic both in local booking and through booking, and simultaneously make a reference to the Railway Board for their approval of the tentative classifications so fixed. The tentative classification thus fixed by the originating Railway shall hold good for the traffic booked from stations on that Railway both in local and through booking until the matter is examined and a tentative or final classification is notified by the Railway Board for applications to all streams of traffic in that commodity.

Minimum Weight Conditions for Traffic in Wagon Loads

206. The standard minimum weight conditions to be attached to wagon load rates are published in the Indian Railway Conference Association Goods Tariff for the time being in force. If it is found by a Railway Administration that the minimum weight conditions attached to a particular commodity need revision, test weighments should be conducted by that Railway Administration and matter referred to Railway Board with test weighment results and full justification for the change proposed.

Quotation of Station to Station Rates

207. Subject to the provisions of Section 32 of the Railways Act, 1989, station to station rates may be quoted by the Railway Administration between specific points for goods and parcel traffic whenever there is justification to do so subject to the conditions given in the succeeding paragraphs.

208. Station to Station rates may be quoted only with the personal approval of the GM and with the concurrence of the FA & CAO. The proposal for quotation of station to station rates should be submitted to General Manager through the Chief Commercial Manager and the Chief Operating Manager.

Conditions for Quotation of Station to Station Rates for Goods traffic

209. Railways may reduce rates subject to the following provisions: ♦

(a) No reduction is permitted in the rates for commodities chargeable at class 80 and below in trainloads and wagonloads and class 150 and below in Smalls.

(b) No reduction is permitted in the rates for Coal, Coal Shale, soft coke, lignite, patent fuel and Middlings and Livestock.

(c) No reduction is also permitted in the rates for petroleum and other hydrocarbon oils, dangerous and non-dangerous.

(d) Station to station rates should not be quoted below the level of rates at class 80 for trainloads and wagonloads and class 150 for Smalls.

(e) For trainload/wagonload traffic, no reduction is permitted in respect of movements for less than 150 KMs. and for Small traffic, no reduction is permitted in respect of movements for less than 500 KMs

(f) In respect of movements involving break of gauge transshipment, the railways are permitted to quote station to station rates.

210. Reduction in rates on commercial considerations will mean quotation of special rates with a view to retaining/attracting traffic to rail in order to secure net additional earnings.

211. The rates quoted should cover the incremental costs, that is, the additional cost to be incurred by the Railways for moving additional traffic.

212. In respect of traffic involving more than one railway, the station to station rates may be quoted by the Railway on which the traffic originates. However, the railways over which the traffic moves/terminates should be given prior intimation of the rates so quoted.

213. All reduced rates may be quoted for a period of not more than eighteen months.

214. All cases with brief particulars of the quotation of reduced rates should be reported to Board for their information as soon after the introduction of such rates as may be possible.

215. Railway Board's prior approval should be obtained where it is proposed to quote reduced rates : ♦

(a) below the rate reducing powers of railways indicated in para 209 above.

(b) within the rate reducing powers of railways but for any purpose other than on commercial considerations

(c) for goods traffic in trainloads/wagonloads moving less than 150 KMs or for goods traffic in Smalls moving less than 500 KMs.

(d) for traffic in livestock.

(e) for traffic in petroleum and other hydrocarbon oils-dangerous and non-dangerous.

Conditions for Quotation of Station to Station Rates for Parcel traffic

216. Railways may quote lump sum wagonload station to station rates for parcel traffic charged under G. P. A. Scale, CP-1 and CP-2 Scale subject to the following conditions : ♦

(i) the rate thus reduced does not fall below the rate chargeable under CP-2 Scale less 10% for the corresponding distance;

(ii) The rate is quoted only on commercial considerations with a view to retaining/attracting traffic to rail in order to secure net additional earning.

217. Proposals for reduction in rates may be initiated by the Railway on which traffic originates in consultation with the other Railways concerned but financial concurrence need be obtained only from the FA & CAO of the Railway on which the traffic originates. However, the Railways over which the traffic moves/terminates should be given prior intimation of the rates so granted.

218. All reduced rates may be quoted for a period of not more than eighteen months.

219. All cases with brief particulars of the quotation of reduced rates should be reported to Board for their information as soon after the introduction of such rates as may be possible.

220. Railway Board's prior approval should be obtained where it is proposed to quote reduced rates : ♦

(a) below the rate reducing powers of railways indicated in Para 216 above.

(b) within the rate reducing powers of railways but for any purpose other than on commercial considerations;

(c) for traffic in livestock; and

(d) for coaching traffic other than parcels.

Quotation of Lumpsum Rates

221. Section 32 of the Railways Act, 1989 gives powers to the Railway Administration to charge any lump sum rate for carriage of any commodity. The term "lump sum rate" has been defined in Section 2(24) of the Railway Act, 1989 as follows: ♦

"2.(24) 'lump sum rate' means the rate mutually agreed upon between a railway administration and a consignor for the carriage of goods and for any service in relation to such carriage".

The mutually agreed rate mentioned above can be higher than the normal tariff rate, the extent of increase depending upon the special service provided by the Railway in relation to the carriage of goods for which the lump sum rate is quoted.

222. Railways should maintain statistics of the traffic moving at reduced rates and review them periodically at intervals of not more than twelve months, such adjustments being made therein as may be called for. Details of rates quoted or of changes made in the existing special rates should be advised to the Board at the end of each month in the following proforma: ♦

Particulars of the case	Normal freight	Quantum of traffic at normal rate during 12 months prior to introduction of special rate	Earnings (Cols. 2x3)	Reduced rate	Quantum of traffic during 12 months after the reduction in rate	Earnings (Cols. 5x6)	Difference between Col. 4 and 7

1	2	3	4	5	6	7	8
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* Particulars of the case should show the name of commodity, stations from and to, and distance and the date of introduction of special rates.

Notice of Enhancement of Rates

223. No enhancement of rates payable by the public should be made until after 14 days' previous notice has been given.

Quotation of Rates

224. Each railway should publish the designation of the authority from whom authentic information may be had in regard to the rates for goods and coaching traffic and the condition subject to which these apply. On application for the quotation of a rate, such authority should promptly furnish the required information. The conditions regarding risk, minimum weight etc. subject to which the rate quoted applies, should always be clearly indicated.

225. A quotation made by the competent authority should be of the rate existing on the day the quotation is made, and this should be made clear in the quotation. When it is known that a rate is to be altered within a month, the revised rate should also be quoted indicating the date from which it will become effective.

Railway Rates Tribunal

226. The constitution, functions and powers of the Railway Rates Tribunal are detailed in Chapter VII of the Railways Act, 1989.

227. The rules made by the Railway Rates Tribunal, with the approval of the Central Government regarding its practice and procedure and generally for effective discharge of its functions appear in Appendix III.

228. Great care should be exercised in preparing cases coming up before the Tribunal. The Chief Commercial Manager should personally interest himself in all such cases and the Railway Board should also be kept advised of their progress at different stages.

229. Eminent lawyers, such as, the Advocates -General of States should be engaged for defending important cases involving basic principles having considerable financial import.

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CHAPTER III

CLAIMS FOR COMPENSATION AND FOR REFUND OF OVERCHARGES

Organisation of Claims and Refunds Branches

301. The Claims and Refunds Branches should be so organised as to ensure both prompt settlement of claims and initiation of action to prevent claims.

302. The Claims/Refunds Officers should properly educate the office and out-door staff attached to them in their duties.

303. The claims settling authorities are empowered to settle claims for loss, damage, etc. in accordance with the following powers : ♦

Designation	Monetary power for compensation claims
General Manager	Unlimited
Chief Commercial Manager in HAG or Coordinating Head	Rs. 4,00,000/-
Chief Claims Officer	Rs. 2,00,000/-
Deputy CCM (Claims)/ Deputy CCO	Rs. 60,000/-
Senior Commercial Manager (Claims)	Rs. 15,000/-
Assistant Commercial Manager (Claims)	Rs. 8,000/-

(Authority: Railway Board letter No. 99/ TC-III/ 3/ 2 dated 29-6-2001)--acs no. 08

A. CLAIMS FOR COMPENSATION

Prevention of Claims

304. Each railway will take adequate and effective measures for the prevention of claims. Necessary security arrangements in this regard should be provided by the Chief Security Commissioner of the Railway.

305. Accurate statistics of loss of or damage to consignments together with their causes and the areas in which they occur should be regularly compiled. The statistical data so compiled should be carefully studied, causes for losses determined and suitable

measures to combat the evil "at source" adopted with initiative and promptness.

Monthly figures as well as cumulative figures of No. of new claims, No. of new suits and No. of old claims pending *vis-a-vis* the targets prescribed in Para 322 below should be sent to Railway Board.

306. Close liaison should be maintained between Commercial Officers, Officers of the Security Department and Officers of the Railway and State Government Police. Periodical meetings should be held at which the effectiveness of measures already in force should be reviewed, changes made and fresh measures taken wherever called for.

Similar meetings should also be held between representatives of the different railways to consider the various aspects of the incidence of claims and for adopting measures for the prevention of claims.

307. In order to ensure that effective action is taken to control organised crime, where records of areas notorious for running train thefts show no signs of improvement, the matter should be promptly brought to the notice of the State Government concerned, the local Civil and Police Authorities, and the Railway Board.

308. Arrangements should be made for the proper rivetting of wagons. Suitable locking devices should be used as far as possible for protecting valuable consignments, particularly when passing through areas notorious for running train thefts.

309. A large number of compensation claims received by railways is due to breaches of procedural rules and various irregularities committed by the staff. It is necessary therefore that officers and other Supervisory Staff of the Commercial Department carry out inspections and routine checks properly and regularly. The faults of working observed during such inspections should be promptly remedied.

310. Every claim should be analysed to ascertain these faults and every attempt should be made to fix the responsibility of staff in all cases of losses etc. arising from negligence or misconduct on the part of railway employees. Suitable deterrent action should be taken against those found to be at fault.

311. "Pack, Label, Mark" and "Stop-Rough-Handling Shunting" weeks should be periodically held. During these weeks a carefully planned and comprehensive publicity campaign should be carried out to educate the trading public and the railway staff in the proper methods of Packing, Labelling, Marking and Handling of goods. During the "P.L.M." week, packages on hand and in transit should be carefully examined and statistics compiled of packages found defectively packed, marked or labelled. These statistics should be compared with the results obtained during the previous "P.L.M." check-ups and suitable remedial measures adopted wherever necessary.

312. During the "Stop-Rough-Handling Shunting" weeks Supervisory Staff should personally visit important stations, goods sheds, parcels offices and transshipment-sheds and arrange demonstration of the correct methods of handling of goods wherever needed.

313. Provision of adequate storage facilities for goods and parcels should receive special attention.

Tracing of Unconnected Consignments

314. Adequate measures should be taken to connect unconnected packages lying at stations. No such package or consignment should be disposed of until every effort has been made to connect it.

(Authority: Railway Board letter No.98/ TC-III/ 4/Comml. code dated 07-05-99)--acs no. 5

315. Unconnected wagon load consignments should be quickly traced "backwards" to determine their correct destination, full advantage being taken of the I.R.C.A. movement records for this purpose.

316. The Claims Office should maintain an up-to-date record of particulars of unconnected packages and consignments lying at stations by obtaining from each station a periodical statement showing particulars of such packages and consignments. These particulars should be registered commodity-wise preferably using the Card Index System.

317. Particulars of all valuable unconnected consignments lying on hand should be exchanged with other railways every month to enable as many of such consignments being connected as possible.

318. No claim for compensation of any appreciable value for loss of a complete package or consignment should be paid without reference to the particulars of all unconnected consignments received from stations and from their railways.

Particulars of wagons made over to sidings and not linked with relevant invoices/Railway Receipts should be carefully scrutinised before settling claims of siding holders for complete non-receipt of wagons.

Authorisation to Specified Officers to receive Notices of Claims

319. The General Manager should pass express orders authorising Specified Officers to receive notices of claims and notices so served should be treated as equivalent to notice to the Railway Administration in compliance with the provisions of Section 106 of the Railways Act, 1989. The designation and the address of the officers so authorised should be notified to the public from time to time.

Expeditious Disposal of Claims

320. All claims should be promptly acknowledged and a periodical check made to ensure that this is being done.

321. Correct and expeditious disposal of compensation claims should be insisted upon and adequate statistical data compiled to enable a constant watch to be kept over the position.

322. The maximum period within which different types of claims should be settled is indicated below : ♦

(i) Claims for shortage/damage/Breakage etc. ♦ 3 months

(ii) Claims for partial non-delivery of complete packages ♦ 4 months

(iii) Claims for non-delivery of wagons/complete consignment ♦ 6 months

If any claim older than these targets is pending, the number of such claims should be reported to the Railway Board along with reason for delay in settlement.

323. Claims valuing upto Rs.25,000/- each should be settled without waiting for fixation of Inter-Railway liability and staff responsibility which can be done after settling the

claims. No accounts pre-check will be required for claims of the value of upto Rs.24,999/- and only claims of the value of Rs.25,000/- and above, in each case, shall be subjected to prior Accounts check for certification of admissibility and each Pay Order should be checked to see that the account tallies with that already certified.

(Authority: Railway Board letter No. 98/ TC-III/ 4/ Comml.Code dated 10.11.98)---ACS NO. 2

324. Claims should not be repudiated except on adequate grounds in accordance with the law and the accepted policy.

325. With a view to expediting the settlement and payment of small claims on consignments booked at Railway Risk, Claims Inspectors and Station Masters at more important stations may be authorised to settle claims preferred on account of damages or shortages on consignments booked at Railway Risk upto Rs. 400 per claim. The names of such stations and authorised officials should be notified to the public and also intimated to the Board. A suitable notice should be prominently displayed at stations.

326. Precise instructions as indicated below should be framed for ensuring general control over all payments made and for the guidance of the officials referred to in the preceding para. ♦

(i) as to the circumstances in which payments may be made and when they should be withheld because of the protection afforded to the railway under the various sections of the Railways Act, 1989;

(ii) to ensure that the paying official verifies that damage or pilferage etc., for which payment is being made was duly reported at the time of unloading and staff responsibility for loss or damage at the destination station is fixed;

(iii) as to the form in which the monthly statements are to be submitted to the Central Claims Office and the information to be included therein in respect of each payment.

Displaying of Suitable Notices inviting Attention of the Public to the Provisions of Section 103 of the Railway Act, 1989

327. Notice as indicated below should be displayed in bold form at conspicuous places at the Luggage, Parcels and Goods offices inviting attention of the public to the provisions of Section 103 of the Railways Act, 1989 : ♦

"Persons booking consignments should declare the value of such consignments in writing and pay the prescribed percentage charge of the value exceeding Rs. 100/- per kg. in the case of Luggage and Rs. 50/- per kg in the case of other consignments. If no such declaration is made and the additional percentage paid, then in the event of loss, destruction, or damage to the consignment, amount of liability of the Railways shall not exceed the amount calculated @Rs. 100/- per kg. in the case of Luggage and Rs. 50/- per kg. in the case of other consignments."

328. Claims should not be entertained unless preferred in writing within 6 months from the date of entrusting of the goods to the Railways as provided in Section 106 of the Railways Act, 1989. The provisions of this Section may be assumed to have been complied with even if a claim is preferred to a Railway on the booked route other than the Railway on which the destination station lies or to the Railway Administration to which the Goods are entrusted for carriage; or to any other authorised official of the Commercial Department or if the amount of compensation is not specified in the claim. Claims which are not preferred to any quarter as indicated above within six months from

the date of the delivery of the animals or goods for carriage by a railway are time-barred and should be repudiated.

329. All communications reporting loss or non-delivery of or damage to consignments or enquiring about their whereabouts received by railways other than the one on which the destination station lies should be forwarded to the destination railway for disposal, the person concerned being simultaneously advised of the action taken and to correspond further with the destination railway. Such letters may be treated as notices of claim for the purpose of Section 106 of the Railways Act, 1989.

Similar action should be taken when the claim is preferred to an office on the railway other than the one required to deal with it, e.g., claims addressed to divisional offices.

Time barred and Suit-barred Claims for Compensation

330. Subject to the provisions contained in paragraphs 328 and 329, a compensation claim against a Railway Administration which is barred by time under any provisions of the law relating to limitation should ordinarily be repudiated and no claim on account of such a time-barred item should be paid. [However, full powers have been delegated to General Managers to settle time barred compensation claims in consultation with FA & CAO irrespective of the monetary limit.](#)

[\(Authority: Railway Board letter No. 98/ TC-III/ 4 /Comml.Code dated 10.11.98\)---ACS NO.3](#)

All petty time-barred claims should be rejected forthwith and only important claims of this nature considered.

331. The General Managers of Zonal Railways will have full powers in regard to settlement of suit barred claims for compensation with further authority to re-delegate their powers to the Chief Commercial Managers and the Dy. Chief Commercial Manager to the extent considered necessary. The concurrence of the Financial Advisers and Chief Accounts Officers or the Deputy Financial Advisers and Chief Accounts Officers is to be obtained in each case.

Minimising Litigation

332. Settlement of claims cases should be done strictly in accordance with the relevant provision of the Railways Act, 1989 so that the claimant has no grounds to file a suit in the Railway Claims Tribunal. Cases where suits are filed should be scrutinised carefully to see if they can be successfully contested otherwise attempt should be made to arrive at out of court settlement. This will eliminate avoidable litigation as well as the payment of cost and interest on the claims amount.

333. Statistics of fresh suits brought against the railway during each month should be compiled under the following heads: ♦

(a) the number of suits resulting from non-acceptance of repudiations (that is, covering both repudiation and non-acceptance of offers of reduced sums in settlement of claims).

(b) the number of suits resulting from absence of any decision (that is, covering all cases irrespective of whether the delay is due to the railway handling the claim or other railways).

(c) the number of suits resulting from any other causes (indicating brief particulars). These statistics should be periodically reviewed and effective steps taken to reduce to

the minimum, the no. of suits arising from absence of any decision.

Filing of Appeals

334. Litigation should not be unnecessarily prolonged. When a suit is lost, its implication should be carefully studied before taking a decision on the question of filing an appeal in the High Court.

335. The decision of the Railway Claims Tribunal/High Court in cases involving principles are on a different footing, as they are frequently cited as precedents. All such adverse decisions should be carefully studied and the decision to appeal or not taken after obtaining competent legal advice.

336. A decision to file an appeal to a High Court should not be taken by an officer lower in rank than the Chief Commercial Manager.

337. In the case of appeals to the High Courts, where principles are involved, as distinct from appreciation of facts, the Railway Board's prior sanction should be obtained.

338. No appeal should be filed in the Supreme Court without the prior sanction of the Railway Board.

Check of Compensation Claims sanctioned by the Commercial Department

339. All Compensation Claims sanctioned by the Commercial Department for Rs. 75,000 and above are subject to check by the Accounts Office before payment is made.

(Authority: Railway Board letter No. 99/ TC-III/ 3/ 2 dated 29-06-2001)--ACS NO.9

Disposal of Unconnected / Unclaimed Consignments

(Authority: Railway Board letter No.98/ TC-III/ 4/Comml. code dated 07-05-99)--acs no. 5

340. Adequate control should be exercised on the procedure governing the holding of auctions to ensure that reasonable prices are realised. No article of value should be sold without a reserve price being placed upon it. It should be a condition of all auction sales and the same condition should be embodied in all contracts with auctioneers that the railway reserves the right to withdraw any article from sale for which an acceptable offer is not made.

Authority: Railway Board letter No.98/ TC-III/ 4/Comml. code dated 07-05-99)--acs no. 5

341. Where a doubt exists as to the nature of a consignment, the assistance of the Controller of Stores or other Technical Officer may be obtained so that the article may be correctly specified in auction, or sale lists.

Authority: Railway Board letter No.98/ TC-III/ 4/Comml. code dated 07-05-99)--acs no. 5

342. With a view to avoiding congestion, auction sales should be held at frequent intervals. Over-centralisation should be avoided as far as possible and the goods should be sold where they can realise good prices. In disposing of such goods, care should also be taken to observe scrupulously any ban or restriction imposed by the Local Authorities, the State Government or the Central Government on the sale of any particular commodity as well as any regulation regarding controlled prices.

Restoration of Lost Articles to Owners

343. Unbooked articles or lost property found in railway vehicles or railway premises should be examined in the presence of responsible staff without undue delay and every attempt made to restore such articles to the owners.

(B) CLAIMS FOR REFUND OF OVERCHARGES

344. Statistics should be compiled to permit of a constant watch being maintained on the number of claims received and their expeditious disposal.

Causes for overcharges should be broadly analysed and suitable remedial measures taken to reduce the number of claims.

In cases of common errors resulting in overcharges, suitable instructions should be issued for the guidance of the staff to avoid their repetition.

345. Station Masters may be instructed to allow refunds at the time of delivery, in the case of consignments booked freight charges "To Pay", where it is clear that the charges invoiced are incorrect due to any of the following reasons (provided the consignment tallies with the description shown in the invoice): ♦

(i) Error in rate not affected by description or condition of carriage.

(ii) Error in classification, i.e., where a consignment specially classified in the I. R. C. A. Tariff is correctly described, but charged under the wrong class (overcharges claimed in respect of goods not specifically mentioned in the Indian Railway Conference Association Goods Tariff and regarding which doubts exist as to the correct rate chargeable do not come under the heading "Error in classification". In such cases, refunds can only be allowed by the Claims Office concerned).

(iii) Error in calculation.

Note. ♦ In the case of errors in calculation, no over-charge is to be allowed or refunded without first carefully reweighing the goods to ensure that the error does not really exist in the invoiced weight.

346. Refund of overcharges upto a limit of Rs.2000/- per consignment both in respect of local and through traffic shall be granted by the Claims Office without prior certification by the Accounts Office. The overcharge-sheets after payment will be forwarded to the Accounts Office for post-check.

347. No refund of overcharges exceeding Rs.2000/-per consignment should be allowed without an overcharge-sheet being prepared by the Claims Office and certified by the Accounts Office.

Unclaimed Overcharges

348. Overcharges, either coaching or goods, amounting to rupees five or more not refunded at the time of delivery but subsequently detected in the Accounts Office should be refunded, if detected not later than six months after the money has been collected, provided the identity of the party to whom the money is due can be established. Such refunds should only be made by the railway which collects the money to the person who paid the money or his order, and the procedure described in para 351 below should be followed in making the refund.

349. The Accounts Office concerned will prepare and submit to the Claims Office statements showing overcharges of rupees five and above refundable. On receipt of these statements. Station Masters should be asked for (i) the names and addresses of the persons entitled to the refund (ii) the freight collected and whether in cash or by Credit Note and (iii) whether a refund was allowed at the time of delivery or subsequently. If, on receipt of this information, the refund is found to be due, an authority for refund should be sent under a registered cover to the person concerned, the Accounts Office being advised at the same time.

350. The instructions laid down in para 319 regarding authorisation to Specified Officers to receive notices of claims; in paras 321 to 325 regarding expeditious disposal of claims; in paras 328 and 329 regarding Liberal Interpretation of Section 106 of the Railways Act, 1989; in paras 330 & 331 regarding lime-barred and suit-barred claims; in paras 332 and 333 regarding minimising litigation and in paras 334 to 338 regarding filing of appeals also apply in the case of Claims for refund of overcharges.

Claims of Government Departments for Refund of Overcharges

351. Claims of State Governments and other Departments of the Central Government against railways for overcharges will be recognised and admitted if the claims are preferred within six months;

(i) in the case of cash payments, from the date of payment, and

(ii) in the case of Warrants and Credit Notes, from the date of presentation of bill by the Railway Administration.

Note.♦The above arrangement also applies in the case of claims of railways against State Governments or other Departments of the Central Government for under-charges vide Para 1024 of the Code entitled "Indian Railways Administration and Finance♦an Introduction", 1976.

The terms "overcharges" and "undercharges" used in this paragraph mean "overcharges" and "undercharges" of railway freight and fares only. They refer to shortages and excesses in the items included in a bill which has already been tendered, but the omission of an item in a bill is not an "undercharge" nor is the erroneous inclusion of an item on "overcharge".

352. Claim settling officers are empowered to settle claims for refund in accordance with the following powers:♦

(a) Refund of Passenger Fares

Designation	Monetary powers for refund of overcharges Within Tariff Rules	Not provided by Tariff Rules
General Manager	Full powers	Full powers
Addl. G. M.	Full powers	Full powers
Chief Commercial Manager	Full powers	Rs. 5,000/-
Dy. C. C. M.	Rs. 5,000/-	Rs. 2,500/-
Sr. Commercial Manager	Rs. 1,000/-	Rs. 750/-

Asstt. Commercial Manager	Rs. 500/-	Rs. 350/-
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(b) Refund of Overcharges in respect of Goods/Parcels & Luggage Traffic

(i) Within Tariff Rules

All officers of the Commercial Department have full powers to grant refund of overcharges within Tariff Rules subject to pre-check by accounts of overcharges exceeding Rs. 2,000/- per consignment as mentioned in para 347 above.

(ii) Not provided by Tariff Rules

General Managers have powers to grant refund otherwise than in accordance with Tariff rules upto Rs.20.000 in each case.

CHAPTER IV

CLAIMS FOR COMPENSATION OTHER THAN THOSE RELATING TO LOSS ETC. OF GOODS AND POWERS OF GENERAL MANAGERS FOR MAKING EX-GRATIA PAYMENT TO PERSONS INVOLVED IN ACCIDENTS TO TRAINS

Liability of Railway Administration for Death and Injury to Passengers due to Accidents and Untoward Incidents

401. The liability of Railway Administration for death and injury to passengers due to accidents and untoward incidents is governed by the provisions contained in Chapter XIII of the Railways Act, 1989 (No. 24 of 1989).

The term "accident" and "untoward incident" have been defined in Sections 123, 124 & 124-A of the Railway Act, 1989. The Act also provides that an application for compensation may be made to the Railway Claims Tribunal established under Section 3 of the Railway Claims Tribunal Act, 1987.

(Authority: Railway Board letter No.98/ TC-III/ 4/Comml.Code dated 07.05.99)

402. Rules made by the Central Government under powers conferred by Section 129 of the Railways Act, 1989 (No. 24 of 1989) read with Section 22 of the General Clauses Act, 1897 (No. 10 of 1897) are placed at Appendix IV.

Rates of compensation payable for death or different descriptions of injury are contained in the Schedule attached with these Rules which is also attached in the same Appendix IV.

Ex-gratia Payment to Persons involved in Accidents to Moving Trains including Shunting Engines and Light Engines.

403. (i) The amount of Ex-gratia relief payable to the dependents of dead or injured passengers involved in train accidents or untoward incident as defined under sections 124 and 124-A should be as under :-

(a) In the case of death ♦ Rs. 15,000/-.

(b) In the case of grievous injury ♦ Rs. 5,000/-.

(c) In case of simple injuries ♦ Rs. 500/-.

(ii) No ex-gratia relief would be admissible to the trespassers, persons electrocuted by O.H.E. and road users at unmanned level crossings.

The amount of ex-gratia relief admissible to road users who meet with an accident due to Railways prima facie negligence at manned level crossings would be as under: ♦

(i) in case of death ♦ Rs. 4,000/-.

(ii) in case of grievous injuries ♦ Rs. 1,500/-.

(iii) in case of simple injuries ♦ nil.

In case of road users who are injured at manned level crossings, such payments will be counted towards the amount of compensation payable if action is tenable against the Railways under the law of torts and award is actually granted by a Court of Law.

Ex-gratia payment could also be made to Railway Servants killed or injured while on duty by a moving train, e.g., gangman working in track run over accidentally by a moving train.

(iii) These payments should be made at the spot of the accident, at the personal discretion of a Senior Scale (or higher) Officer to be nominated by the General Manager, as soon as possible after the immediate needs by way of medical attendance etc. to the injured persons have been attended to.

(iv) These ex-gratia payments should not be taken into account at the time of disposal of the formal claim before the Railway Claims Tribunal, except in the case of road users at manned level crossings as mentioned above.

NOTE : Railway employees travelling on duty or as passengers against Free Passes are to be treated as bonafide passengers for this purpose.

(Authority:-**Railway Board Letter No.98/TC-III/Comml. Code dated 07.05.99 --acs no. 7**)

Claims for Compensation other than those relating to (i) Goods lost or Damaged and (ii) those arising out of Railway Accidents

404. (i) General Managers have the following powers : ♦

For payment of claims for compensation other than those relating to goods lost or damaged and those arising out of railway accidents: ♦

(a) Claims settled out of court ♦ upto Rs. 10,000 in each case.

(b) Claims decreed by a court of law ♦ full powers subject to the condition that particulars of cases involving expenditure of more than Rs. 25,000 in each case should be reported to Railway Board for information.

NOTE : The powers under item (a) above should not be redelegated to subordinate authorities.

(ii) Each such claim should be carefully examined and legal advice obtained before it is decided to pay any compensation "out of Court" or before contesting a suit in a Court of Law.

CHAPTER V

RAILWAY USERS' CONSULTATIVE COUNCIL AND COMMITTEES

501. The following Consultative Bodies have been established with a view to affording more frequent opportunities for consultation between Railway Administrations and Railway Users on matters relating to the service provided by railways and means of improving the efficiency of such service :◆

- (1) Railway Users' Consultative Committees at the Divisional levels;
- (2) a Zonal Railway Users' Consultative Committee at the Headquarters of each railway; and.
- (3) a National Railway Users' Consultative Council at the Centre.

Divisional Railway Users' Consultative Committees

502. The Divisional Railway Users' Consultative Committees in the Divisions represent the local users in the territories served by the railway and consider matters relating to;

- (1) provision of amenities in the area with which the Committee is concerned;
- (2) proposals regarding opening of new stations within the jurisdiction of the Committee;
- (3) arrangements regarding time tables;
- (4) improvement of the services and facilities provided by the railways; and
- (5) any subject of general public interest or public convenience or such matters affecting the services and facilities which has been the subject of representation by users, or which has been referred to them for consideration by the Zonal Railway Users' Consultative Committee, the National Railway Users' Consultative Council,

or by the Administration.

Zonal Railway Users' Consultative Committee

503. The Zonal Railway Users' Consultative Committee at the Headquarters of each railway represents the general railway users of the territory or zone served by the railway as a whole, and considers :

(1) such matters, from the point of view of the zone as a whole, as are referred to in para 502;

(2) matters arising from the reports of the Divisional Committees, or such other matters relating to the subjects referred to in para 502, as may be specifically forwarded by the Divisional Committees for consideration; and

(3) matters referred for consideration and report by the Administration, Ministry of Railways or the National Railway Users' Consultative Council.

National Railway Users' Consultative Council

504. The National Railway Users' Consultative Council at the Centre considers :

(1) such matters relating to the services and facilities provided by railways as may be referred to it for consideration by the Minister for Railways;

(2) such matters being within the scope of the functions of the Zonal Committee as are referred to it for consideration by such Committees; and

(3) such other matters relating to the services and facilities on railways which individual members of the Council may, with the approval of the Chairman, desire to be included in the agenda.

505. All the Committees and the Council established under these rules are consultative in character.

506. Questions relating to staff, discipline, and appointment should not be brought before the Consultative Committee or the Council.

Divisional Railway Users' Consultative Committees

507. The Divisional Railway Users' Consultative Committee will consist of members to represent the principal interests among railway users of the area, the membership being determined as follows :◆

(1) Not more than six on the Divisional Railway Users' Consultative Committee to be appointed by the General Manager, made up of one representative each of Local Chambers of Commerce, Trade Associations and Industries, and Agricultural Associations registered in the State or States.

(2) Two representatives of the registered Passenger Associations in the area, to be appointed by the General Manager; and

(3) Nine representatives of special interests not otherwise represented on the Committee (eight to be nominated by the Minister of Railways and one by General Manager).

(4) One representative each of the Governments of the States and one each of the Legislatures of the States served by the Division, recommended by the State Government.

(5) Two Members of Parliament one each from Lok Sabha and Rajya Sabha (to be nominated by Ministry of Parliamentary Affairs).

(6) One representative of Consumer Protection Organisation served by the Division.

508. Where by reason of the larger number of Chambers, Trades Associations, Passengers Associations, etc., representation cannot be given to all such bodies, representation may be given to them by rotation.

509. The Divisional Railway Manager of the Division concerned will be the Chairman of the Divisional Railway Users' Consultative Committee. One of the senior traffic officers of the Division concerned will function as the Secretary of the Committee.

Zonal Railway Users' Consultative Committee

510. The Zonal Railway User's Consultative Committee at the Headquarters of each railway consists of persons appointed by the Minister for Railways to represent the general railway users in the territory served by the railway as stated below:❖

(1) One representative each of the Governments of the States served by the Railway as recommended by such Governments.

(2) One representative each of the States Legislatures as recommended by the State Governments.

(3) Not more than five representatives of principal Chambers of Commerce and Trades Associations recognised by the State Government or Governments and having a standing of not less than five years.

(4) Two representatives to be sent by State Government or Governments of Agricultural Associations and other bodies, not included in, or affiliated to the Chambers of Commerce etc., referred to in (3) above.

(5) One non-official representative elected from each of the Divisional Railway Users' Consultative Committees.

(6) Two representatives of the Public Sector Undertakings including Ports in the case of Railways serving Ports. On the N.F. Railway, the representative will be given to one Public Sector Undertaking only.

(7) Registered Passengers Associations—one each of the States which have a sizeable route kilometreage on the Railway.

(8) Three Members of Parliamentary—2 from the Lok Sabha and 1 from the Rajya Sabha.

(9) One representative of Consumer Protection Organisation.

(10) Nine representatives of special interest not otherwise represented on the Committees (eight to be nominated by the Minister of Railways and 1 by General Manager).

511. The members of the Zonal Railway Users' Consultative Committee representing industries, commerce and trade are ordinarily drawn from important local Chambers or Associations representing pre-dominant trade interests and approved by the State Governments concerned. After the Chambers or Associations etc. are approved for representation by the Minister, how the Chambers or Associations, etc. select their representative, i.e., by election or otherwise, is left to them. However, whereby reason of the large number of Chambers, Trade Associations, Passengers Associations, representation cannot be given to all such bodies, representation may be given to them by rotation.

512. The General Manager will be the Chairman of the Zonal Railway Users' Consultative Committee and the Secretary to the General Manager or such other officer as may be nominated for the purpose by the General Manager, will function as Secretary of the Committee.

National Railway Users' Consultative Council

513. The National Railway Users' Consultative Council at the centre consists of persons appointed to it by the Minister for Railways as stated below :◆

(1) Secretaries of each of the following Ministries of the Government of India :

(a) Ministry of Industry;

(b) Ministry of Commerce;

(c) Ministry of Tourism.

(2) Ministry of Railways : Chairman and Members of Railway Board.

(3) Fifteen Members of Parliament, Ten of whom being from the Lok Sabha and Five from the Rajya Sabha.

(4) A representative of each of the Zonal Railway Users' Consultative Committee, not being an official to be elected by the respective Zonal Railway Users' Consultative Committees.

(5) One member each from the following All India Associations :

(a) Federated Chambers of Commerce;

(b) Associated Chambers of Commerce & Industry;

(c) Indian Sugar Mills Association;

(d) All India Manufacturers Association;

(e) Cement Manufacturers Association;

(f) All India Travel Agents Association, and similar All India Associations;

(g) Fertiliser Association of India.

(6) One to represent Agricultural Interests.

(7) Two retired officers of Railway (Member of Board/General Manager).

(8) Such other members as the Minister of Railways may appoint to represent interests which he considers are necessary to be represented on the Council.

514. The Minister for Railways presides at the meetings of the Council and in his

absence the Minister of State for Railways acts as Chairman. The Joint Director, Traffic (General), Railway Board, acts as Secretary of the Council.

515. Persons holding assignments of profit connected with the Railway, e.g., catering and vending contractors, out-agency contractors, handling contractors, engineering contractors, etc. are debarred from the membership of the Railway Users' Consultative Committees and the National Railway Users' Consultative Council.

Tenure of Membership

516. The appointment to the Consultative Committees under these rules or to the National Railway Users' Consultative Council is for a period not exceeding two years. The tenure of Divisional and Zonal Committees and National Council will generally commence in January, April and July respectively and run for full term of 2 years from those months.

Meetings

517. The Divisional Railway Users' Consultative Committees will ordinarily meet once in a quarter, but not less than three times a year; the Zonal Railway Users' Consultative Committees will ordinarily meet three times in a year.

Travelling Facilities and Travelling Allowances

518. Members of the Divisional Railway Users' Consultative Committees, Zonal Railway Users' Consultative Committee and the National Railway Users' Consultative Council, when attending meetings of the Committees or of the Council or of sub-committees of these bodies, will be afforded facilities for travel and travelling allowance as prescribed from time to time.

Suburban Railway Users' Consultative Committees

519. Separate Suburban Railway Users' Consultative Committees have been set up at Madras, Calcutta and Bombay on the Southern, Eastern, South Eastern, Western and Central Railways with the following membership.

Officials:

- (1) Chief Operations Manager.
- (2) Heads of the Commercial and the Engineering Departments.
- (3) The Deputy General Manager (G) or such other officer as may be appointed

by the General Manager ♦ Member Secretary.

Non-Officials:

(4) One representative of the City Corporation or the Municipalities where the headquarters of the railway are located.

(5) One representative each from not more than two municipalities in the area served by the suburban services, if there are any municipalities in that area.

(6) One member from the Divisional Railway Users' Consultative Committee within whose jurisdiction the Suburban sections fall (to be elected).

(7) One representative from the Zonal Railway Users' Consultative Committee (to be elected).

(8) *Four representatives of Suburban Passengers on Central & Western and two representatives on other Railways.

(9) One nominee of the General Manager. This must be a lady member (preferably from the Parliament or the Local State Legislature) if no lady member is in the Committee under items (4), (5), (6), (7) and (8) above.

(10) Four representatives of special interest not otherwise represented on the Committee.

*The two Associations will be selected by the General Manager, and the Associations so selected will select their own representatives.

520. Separate Suburban Railway Users' Consultative Committees may be set up for the B.G. and M.G. Suburban sections, if considered desirable by the General Manager of the Railway Administration concerned.

Functions

521. The Suburban Railway Users' Consultative Committees will function in the same manner as other Consultative Committees so far as problems relating to the suburban sections are concerned. They may also consider the time tables of suburban trains, where the timings of the suburban train or trains under consideration do not affect the timings of main line trains.

Tenure

522. The tenure of the Suburban Railway Users' Consultative Committee is for two years.

Travelling Allowances payable to Members of the Suburban Railway Users' Consultative Committees

523. Non-official members of the suburban Railway Users' Consultative Committees will be paid travelling allowance at the same rate as is applicable to the non-official members of the Divisional Railway Users' Consultative Committees.

Station Consultative Committees

524. Station Consultative Committees comprising of representatives of all types of Railway Users' function at District Headquarters and at important industrial, commercial and political centres. These committees consider all local problems of users in their dealings with the railways in consultation with railway officials and also look into the question of passenger amenities alongwith other commercial matters regarding the booking and other facilities for parcels, luggage etc. The choice of the centres where such Committees are to be set up, the composition of the Committees and their functions are left to be decided by the General Managers in consultation with the appropriate Divisional Railway Users' Consultative Committees.

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CHAPTER VI

AMENITIES FOR RAILWAY USERS

An Important Function

601. Provision of amenities to passengers and other rail users is an important function of the Railways. Every endeavour should be made to provide maximum comfort and amenities to the travelling public and to improve the quality of service rendered to them. Keeping in view the availability of resources, first priority should be to provide basic amenities, at all railway stations according to the nature of the traffic dealt with and the status of the station.

Additional amenities may be planned for important stations and in trains keeping in view the requirements of the passengers during their rail journeys. For this purpose, latest state of the art technology should be made use of to the extent feasible.

(New introductory para has been added, keeping in view the importance attached to provision of passenger amenities.)

Norms for Provision of Passenger Amenities

602. Based on the report of the Railway Catering and Passenger Amenities Committee, 1967, norms for provision of passenger amenities were revised. A copy of letter No. 68/W2/AMNI/31 dated 24-3-1970 as modified by letter No. 89/LM(B)/2/126 dated 30-3-1990 issued by the Railway Board in this connection is placed as Appendix V.

Minimum Passenger Amenities

603. (a) The following minimum passenger amenities should be provided at all stations irrespective of their status except as provided for in item (b) below : ♦

(i) Waiting Hall.

(ii) Benches.

(iii) Suitable arrangements for lighting, waiting hall and booking office.

(iv) Drinking water supply.

(v) Improved type latrines.

(vi) Pucca platform surface,

(vii) Proper Booking arrangements,

(viii) Shady trees.

(b) The following minimum passenger amenities should be provided at all halt stations irrespective of whether these are worked departmentally or by contractors : ♦

(i) A rail level platform of suitable length, having regard to the length of the trains stopping at the halt station,

(ii) Booking Office-cum-Waiting Shed.

(iii) Lighting arrangements where trains stop at night. ,

(iv) (Planting of) Shady trees.

Additional Passenger Amenities at Important Stations

604. At important stations, additional passenger amenities, such as the following may be provided, based on the volume of passenger traffic and other local conditions.

Additional Passenger Amenities

1. Cover over platform.
2. Raising of platform levels from rail level to medium level/high level.
3. Water cooler where piped water supply is available.
4. Retiring rooms.
5. Upper Class Waiting room.
6. Bathroom.
7. Enquiry Office.
8. Refreshment room.
9. Foot over Bridge.
10. Washable Apron.
11. Train Indicator Board.
12. Closed Circuit Television.
13. Improvement to Circulating Area.

Provision of Better and Improved Passenger Amenities

605. Within the funds allotted from time to time, each Railway Administration should constantly endeavour to provide better and improved passenger amenities with a view to making rail travel comfortable and attractive.

Provision of Improved Facilities in 'Goods Sheds' and 'Parcel Offices'

606. Railways should endeavour to provide the following facilities for 'Goods' traffic :◆

- (i) Proper approach roads and circulating areas.
- (ii) Adequate goods shed accommodation and goods platforms.
- (iii) Waiting rooms for traders and merchants with electric fans (where electricity is available).
- (iv) Adequate lighting arrangements in goods sheds premises.
- (v) Drinking water and toilet facilities.
- (vi) Telephones in big goods offices,
- (vii) Improved delivery windows,
- (viii) Cranes and other mechanical handling devices.
- (ix) Weigh-bridges.
- (x) Fire-fighting equipment.

607. Such facilities should be provided at goods sheds on a programmed basis. Selection of stations should be done on the basis of importance of the goods shed keeping in view the volume of traffic handled and earnings derived therefrom.

608. Railways should similarly endeavour to provide adequate facilities for 'Parcels' traffic.

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CHAPTER VII.

CATERING AND VENDING SERVICES

701. Under Section 144 of the Railways Act, 1989 (24 of 1989), except under and in accordance with the terms and conditions of a licence granted by a railway administration in this behalf, no person shall canvass for any custom or hawk or expose for sale any article whatsoever in any railway carriage or upon any part of a railway.

702. Restaurants, refreshment rooms, vending stalls, pantry and dining cars etc. are either run departmentally or worked through licencees. Where licences are given, the principles laid down in the following paragraphs should be observed.

Applications

703. Catering/vending licences should be awarded by calling applications. Tender system for selection of licencees shall not be followed. Applications should be invited only from professional and reputed caterers through press advertisement.

704. Applications received in response to the advertisement shall be scrutinised by a Screening Committee consisting of 3 Officers of not less than JAG Grade in case of large/important units and not less than Senior Scale Officers in respect of other units. The Screening Committee shall shortlist the applicants keeping in mind following factors :

- (i) Reputation/business standing of the applicant;
- (ii) Turnover of the applicant's business, if any;
- (iii) Catering experience of the applicant;
- (iv) Financial standing of the applicant;
- (v) Size of the establishment and staff required for the unit;
- (vi) Location of the unit/units; and
- (vii) Any other factor considered relevant by the Screening Committee.

Selection Committee

705. In case of large/important units there shall be a Zonal Selection Committee at the Headquarter level. A list of large/important units should be drawn up by the Railways and intimated to the Board. The Zonal Selection Committee for such large/important units shall consist of two principal HODs (one being the CCM) and Principal/Professor of recognised catering institute. A member of the ZRUCC could be co-opted where the ZRUCC is in existence.

706. In case of other units the Selection Committee should normally consist of JAG Officers.

707. The catering/vending licences shall be awarded based on the recommendations of the Selection Committee and with the approval of General Manager, in case of large/important units and CCM/DRM in case of other units.

708. The Selection Committee shall choose the most suitable among the shortlisted candidates based on the reputation, capability, experience and track record of the shortlisted parties.

Preferences

709. There shall be no reservation or preference for any category in award of contracts and the basic criteria should be capability, reputation, experience and track record of the party to give requisite standard of food and service to the passengers. However, in case of small and roadside stations, preference will be given to Scheduled Caste/Scheduled Tribe candidates. Zonal Railways should make out a list of such stations and send a copy of the same to the Board.

Licence Fee

710. Each successful licensee will be required to pay the licence fee to the Railway. Lumpsum licence fee shall be fixed in accordance with instructions issued by the Railway Board from time to time.

Tenure of the Contract

711. The normal tenure of the contract shall be 5 years.

Renewal

712. After expiry of 5 years, the licence can be further extended subject to the performance of the licensee being satisfactory during the previous agreemental period. The decision regarding renewal shall be taken based on the recommendations of the Screening Committee and shall consist of 3 SAG Officers, in case of large/important units and at least senior scale level for other units.

Ceiling Limit

713. There shall be no ceiling limit of the holding of the units by a licensee.

Number of Licensees

714. As far as possible only one licensee should be there for one station/train.

Transfer of Licence in the event of the death of the licensee

715. In the event of the death of the licensee, the licence can be transferred in the

name of the legal heir for the unexpired period of agreement.

Tariff

716. Tariff of all the items to be sold by a licensee shall be approved by the Railway Administration.

Prohibition of Sub-letting

717. Sub-letting of licences is totally prohibited. Railway Administration should be particularly strict in dealing with cases of sub-letting.

Issue of passes to catering/vending licensees

718. (i) A limited number of card passes may be issued to the catering/vending licensees between the station/ stations where the licence is held on the one hand and other stations upto a maximum distance of 125 KMs. on either side for the bearers of the licensee to book orders in advance and also to travel with a train for collecting used utensils etc.

(ii) No supervision pass or passes for other purposes, such as for bringing provisions or vegetables, should be issued.

(iii) In respect of contractors of dining etc. cars : ♦

(a) card passes may be issued but subject to number being strictly limited having due regard to the need. / The passes should not be available beyond the runs of the respective cars and may be available by all trains.

(b) for staff serving in the dining cars/pantry cars etc., one second class card pass in favour of the set of staff may be issued. The total number of passes should be determined on the basis of actual number of the sets of staff employed at a time on the run on a particular service. These passes should be so endorsed that they are only available for travel with actual number of the sets of staff employed at a time on the respective pantry cars.

(c) In addition, a limited number of separate card passes in second class may be issued to the licensees to enable them to send servants, cooks etc., by train in the event of casualties at out stations.

(iv) As regards cheque passes, these may be issued at the discretion of the officers concerned, but the following general principles may be adhered to : ♦

(a) The issue should be strictly for purposes, of railway work as distinct from the licensee's convenience;

(b) the issue should be limited to the maximum extent possible;

(c) it should be for occasional features of work and should not be to cover any regular features except occasional supervision;

(d) the authority to issue such passes should be vested with one authority to be clearly prescribed in respect of each contract.

Ban on the Sale of Certain Articles and Regulation of Sales generally

719. The following instructions must be observed : ♦

- (a) The sale of beef, ham and pork shall be totally prohibited.
- (b) The sale of alcoholic drinks shall be totally prohibited.
- (c) Austerity measures or other regulations concerning food as notified from time to time by the Central or State Governments shall be strictly complied with.
- (d) Utensils and service for vegetarian food must be kept entirely separate from those for non-vegetarian food.
- (e) At stations at which vegetarian refreshment rooms also function, the vegetarian dishes allowed to be sold in the non-vegetarian refreshment room should be restricted to the minimum and specifically decided by the Railway Administration and intimated to the licensee.
- (f) The number of vendors for train side vending given to the Refreshment Room licensees should be strictly limited and confined to the edibles normally prepared in the refreshment rooms.
- (g) The service of full regular meals for all classes of passengers at stations or in trains, apart from meals obtained from dining cars, is the legitimate business of vegetarian or non-vegetarian refreshment rooms or restaurants where such establishments exist. The vending licensee's business is to sell light refreshments and miscellaneous individual items of food, such as poories, bhajis, sweetmeats etc. A clear-cut distinction should be maintained in this respect and vending licensees should not be allowed to sell full regular meals where refreshment rooms or restaurants are provided.
- (h) The number of stalls, vendors, trolleys etc. should be kept at as low a figure as possible, at the same time ensuring that adequate service is given to the travelling public, the intention being that congestion at platform and in waiting halls and consequent inconvenience to the travelling public is avoided.
- (i) Although there is no ban on vendors hawking at night, it should be ensured that this causes the least disturbance to passengers.
- (j) Notices should be prominently exhibited at stalls and in restaurants/dining cars and restaurant/refreshment rooms, advising the public what the cooking medium used is, that is. pure ghee or vanaspati product or any other edible oil.

Prohibition of Communal Denominations

720. The use of communal denominations either written or oral in the context of catering and vending services and establishments is not permitted. Signboards for refreshment rooms and stalls should indicate the name of the licensee.

Fixation of Prices

721. The prices fixed by Railway Administrations for the various articles sold on railway premises need not necessarily be limited strictly to the prices prevailing in the locality, but they must not be unduly higher. In fixing prices, the nearest local body, i.e., Municipality or District Board, may be consulted and a revision should be undertaken whenever there is a substantial variation in the prices of the commodities mainly used.

Price Lists

722. Authorised price lists, duly signed, should be exhibited in all refreshment rooms,

restaurants, stalls and on each vendor's trolley tray.

Medical Examination

723. All catering/vending licencees who have to come into contact with their customers, and the staff employed by them, should be subjected to medical examination by railway doctors or recognised medical practitioners before they are appointed and at least twice a year thereafter to ensure that they are free from contagious or infectious diseases. The medical certificate should be mounted on a neat folder and kept readily available for inspection on demand.

Character Verification

724. The character of all staff employed by contractors should be verified through the local police.

Dress Regulations

725. (a) Suitable uniforms with distinctive turbans, caps or waist bands must be worn by the staff of all refreshment rooms, restaurants and restaurant and dining cars, which must always be kept clean and tidy. The distinctive colours of turbans, caps or waist bands should be as follows :◆

Vegetarian Refreshment rooms.....	Red.
Non-Vegetarian Refreshment Rooms	Blue.
Restaurants, Restaurant Cars.....	White.
Indian Style Dining Car	Yellow.

Note.◆Where turbans, caps and waist bands are not in use, Railway Administrations may prescribe other suitable distinctive marks in the prescribed colours.

(b) Authorised vendors at stalls or on platforms must also wear suitable uniforms, as fixed by Railway Administrations.

(c) All bearers and vendors should wear metal badges showing numbers and the name of the contractor.

Supervision and Inspection

726. Supervision must be effective. Frequent and intensive inspections should be carried out to ensure that the service provided is of a high standard and the articles offered for sale are wholesome and of good quality and that a proper standard is maintained in regard to sanitation and cleanliness of the entire premises and of the personnel employed. Officers of all departments of the railway should be encouraged to make inspections and bring the shortcomings to the notice of the department dealing with catering and vending contracts.

727. The members of the National Railway Users' Consultative Council have been authorised to inspect the catering/vending arrangements at Stations and on train whether run departmentally or by contractors, including the kitchens and the quality of provisions used.

728. Surprise inspections should be encouraged.

Complaints against Catering and Vending Services

729. Suitable instructions for the maintenance of complaint books by each catering and

vending establishment and for regular inspection of such complaint books should be laid down. Non-production of complaint books on demand should be viewed seriously.

A record of complaints and action taken on them should be maintained and scrutinised, to ensure that no aspect is neglected.

Prompt and Vigorous Action to improve service

730. Cases of unsatisfactory service must be viewed seriously and adequate action taken promptly against the licensee responsible. When a licensee is given a final warning, it should also contain a notice that in the event of the desired improvement not being effected within a stipulated period, the licence would be terminated.

731. Specific provision should be made for imposition of fines on licensees. These fines should be sufficiently deterrent and may extend to Rs. 1,000 in any particular case.

732. In the event of termination/cancellation of the licence of a licensee for grave reasons on any one Railway, he should not be re-appointed anywhere on any other Railway. If any employee of a licensee are likewise dismissed for good and sufficient reasons, they should be debarred from appointment by any other licensee on any Railway.

733. Every licensee should execute an agreement with Railway in the standard form prescribed for the purpose.

734. The instructions in paragraph 719 regarding the ban on the sale of certain articles and regulation of sales generally; in para 720 regarding prohibition of communal denominations; in para 722 regarding price lists; in para 723 and 724 regarding medical examination and verification of the character of staff; in para 725 regarding dress regulations; in paras 726 and 728 regarding supervision and inspection and in para 729 regarding complaints against catering and vending services also apply in the case of departmental catering wherever functioning.

735. Wherever departmental catering is functioning, it should be run in such a way as not to cause any loss to the Administration.

With a view to exercising a vigilant check on the activities in the Departmental catering set-up, the Railway Administration should furnish the Railway Board with quarterly statements, indicating details of earnings and expenditure in a proforma specially evolved and circulated to the Railways for this purpose.

Along with the quarterly profit and loss statements, the railways should also furnish to the Board with a "Narrative Review", assessing the performance of the catering Department duly vetted by their F.A. & C.A.O.

In addition, the Railways should also submit to the Board, quarterly Profit & Loss account pertaining to each static departmental unit having an annual turnover of Rs. 1,00,000 and over and similar accounts in respect of each departmentally run dining car service.

736. At stations where catering is done departmentally, the sale of all articles except fresh fruits, curios, miscellaneous articles such as toys etc. should be taken over under departmental management.

B. Book Stalls

Sale of Newspapers & Periodicals on Railway Platforms

737. The sale of books, newspapers, periodicals or other primed literature of any description is prohibited on platforms or the premises of any station without the previous sanction of the Railway Administration in writing.

738. Licences for bookstalls and for sale of books, periodicals etc. at railway stations should be awarded by inviting applications and not by calling tenders.

Firms who are already in the book selling business should be given preference when giving out book-stall contracts, as they would be in a position to give better service than those who are new to it.

739. The following conditions should be observed regarding the quality, sale prices, etc. of books, magazines, newspapers, etc. put up for sale at the railway bookstalls : ♦

(i) Bookstall contractors should be required to ensure that on any day at every stall, books of the minimum value of six months turnover based on the sales for the last two years are on display for sale;

(ii) Stalls should provide a reasonable variety of books and fair proportion should relate to subjects of general interest.

(iii) The Railway Administrations should also take positive steps for adequate stocking and sale at railway bookstalls of tourist and publicity literature published by the Government, including that connected with the Five-Year Plan, indigenous literature including books and periodicals produced in India and Gandhian and Sarvodaya literature, with a view to promote the sale of good, healthy and character-building literature at railway bookstalls.

The Railway Administrations should have a specific clause in their agreement with the bookstall contractors requiring the latter to stock and sell such books, periodicals and other literature as they may desire.

(iv) The sale of obscene books and pictures and publications prohibited by the Government should be strictly banned.

(v) A strict check should be maintained to ensure that second-hand books are not sold at book stalls.

(vi) The prices for books at railway bookstalls should not be higher than those charged by local book shops and the price should be marked on each copy.

(vii) The conditions regarding the nature, variety and price of books mentioned above will also apply to periodicals.

Licence Fee

740. (a) In case of bookstall contracts at small stations where sale is meagre and there is a difficulty in assessing the sales turnover, the licence fee be fixed at Rs. 750 per annum. Regarding unemployed graduates, their partnerships, associations etc. the fee will be Rs. 250 per annum in the first 3 years.

(b) In case of other stations, the licence fee should be fixed by a Committee of three officers one of whom should be an Accounts Officer, not below the rank of senior scale. While fixing the licence fee, the Committee should keep in view all the relevant factors, which shall include :

(i) No. of vendors, salesmen/workers allowed;

- (ii) Size and No. of stalls, structures etc.;
- (iii) Additional facilities like trolleys/counter tables etc.
- (iv) Location of the stall (s) at the stations;
- (v) Importance of the station from the point of view of passenger traffic and demand:
- (vi) Sale.
- (c) The Licence fee so determined should not be less than Rs. 750 per annum.
- (d) The licence fee should be determined at the time of allotment or renewal of the contract. In the case of new contracts, the amount of lump sum licence fee should be indicated in the advertisements. In the case of renewals, the licence fee should be fixed three months before the date of renewal and advised to the contractor so that he can decide whether to continue the contract or not.
- (e) These instructions will not apply to M/s A. H. Wheeler & Co. and M/s Higginbothams, whose agreements are decided at the Ministry's level and who are already paying royalty at the rate of 3% per annum on their sales turnover.

741. In the case of new licences or renewal of old contracts, care should be taken to see that there is no provision in the agreement which gives to the licencees exclusive rights of selling books, newspapers, etc. either over the entire railway or portions thereof.

So far as individual stations are concerned, sole rights to sell books periodicals etc. may be conceded, but it should be subject to the right of the Railway Administration to permit the sale at the station, otherwise than through the licencees, bookstall and their staff, of books, periodicals etc. published by non-profit making institutions philanthropic institutions, institutions established under the auspices of the Government and also of Government publications. The decision of the Government in regard to which establishments come under these categories will be final and will, not be open to dispute by the licencees.

742. The period of licences for a book stall should not exceed 5 years at a time.

743. The Railway Administration should arrange for proper inspection of the bookstalls to ensure that the rules regarding the sale of books, newspapers and periodicals are adhered to by the licencees.

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CHAPTER VIII

INTER MODAL TRANSPORT

Objectives

801. The following objectives should be kept in view in dealing with the question of inter modal transport: ♦

- (i) Consolidation and aggregation of traffic to maximise movement in train loads/wagon loads;
- (ii) Co-ordination of different modes of transport to avoid wasteful competition;
- (iii) Single window service to the customers;
- (iv) Encouraging containerisation both for internal as well as import/export cargo.

State Road Transport Undertakings

802. Railways have been participating with the approval of the Railway Board in the State Road Transport Corporations set up under the Road Transport Corporation Act, 1950 and railway officers have been serving in the Board of Directors/Management of such corporations in order to represent and look after the Railways' interest.

Duties and Responsibilities of Railway Officers nominated as Directors in State Road Transport Corporations and Undertakings

803. The Railway Officers appointed on the Board of Directors/Management should ensure that due expression is given to the railway point of view in all matters affecting the railways' interests and take all possible action to see that railways' interests are suitably safe-guarded, having regard also to the need for rail-road co-ordination. They should consult the railways' Finance Department in all matters involving financial implications. They must keep themselves fully and regularly informed of the results of working, details of proposed expansions etc. of the Road Transport Undertaking. They must also take active steps to ensure that the undertaking is run efficiently.

Watching of Movement of Traffic by other Modes of Transport

804. Maintenance of statistical data to gauge the extent of road, inland water or sea competition that may exist at any time for traffic in passengers and goods is vital both for ensuring adequate co-ordination and should the need arise, for making an examination, to decide our policy.

Each railway, therefore, should have the requisite machinery and ensure that such information is systematically collected and recorded, not only for immediate use but also for use in later years.

Freight Forwarder

805. Major road haulers cargo handling agents, shipping companies etc. should be encouraged to function as freight forwarders of the Railways so that they can consolidate the traffic of different rail users and offer it to the Railways in full train loads on a regular basis. In respect of less than train load traffic, freight forwarder scheme maybe introduced only on those routes where speed link/ liner services operate.

806. Freight forwarders are authorised to issue their own receipts to the consignors. The Railways should issue a receipt only in the name of the freight forwarders.

807. Forwarding Note specially prescribed for freight forwarder traffic should be used by the freight forwarders. No description of individual packages or their contents will be required in the forwarding Note in case of "smalls" traffic and only the total number of packages with their total gross weight shall be furnished. In case of wagonload traffic, the name of the commodity and the tonnage shall be indicated. In a separate manifest, the freight forwarder shall furnish particulars in respect of "smalls" traffic indicating the commodity contained in the packages, private marks and gross weight.

808. The articles prescribed in the schedule to the rules issued under Section 103 of the Railways Act, 1989 as also contraband goods, dangerous goods and other prohibited articles shall not be loaded by the freight forwarder.

809. Full train loads offered by freight forwarders shall be multi-commodity or multi-consignee or both. Bulk or bagged commodities already moving in train load at public tariff rates shall not be loaded under the scheme. Some of the goods which are excluded from the scheme are fertilizers, cement, coal, sand, firewood, fodder, sugarcane, stone, salt, iron ore, gypsum, limestone, manganese ore, foodgrains Div. 'A', iron and steel from steel plants. P.O.L. and products from refineries including lubricant, bitumen, coal tar and paraffin wax.

810. No break of gauge transshipment traffic shall be allowed.

811. Booking under this scheme would be subject to compulsory pre-payment of freight.

812. The terminal facilities at the railway stations such as land, warehouses, covered shed etc. may be leased to freight forwarders on suitable terms and the terminal services like loading/unloading of traffic into wagon, storage, handling, etc. shall be done by the freight forwarder.

Nodal Points

813. Progressive closure of smaller goods sheds may be undertaken and facilities for handling the traffic of such goods shed created at nodal points where the traffic could be consolidated and moved in full train loads/wagon loads. In doing so, due regard should be paid to the views of rail users and affected interests, such as chambers of commerce etc. taken into confidence.

Container Corporation of India

814. Container Corporation of India Limited (CONCOR) has been set up under the Ministry of Railways and commenced operations in November, 1989. The CONCOR is

establishing and managing a net work of cargo consolidation terminals called Inland Container Depots (ICDs) and Container Freight Stations (CFSs) in the hinterland and also at some off-docks locations in the port cities. CONCOR is issuing its own in-house document-Inland Way Bill in lieu of Railway Receipt quoting an all-inclusive lump sum tariff. These Inland Way Bills are to be treated and dealt with as local/ through goods invoices. CONCOR is remitting railway freight for line-haul at a flat rate per TEU/KM, fixed by Railway Board, to the zonal railways for which detailed procedural instructions exist. Processing of invoices (IWBs) in the Data Processing Centres of railways and checks to be exercised by Traffic Accounts Department have also been prescribed.

Setting up of Container Freight Station by private parties

815. Private parties have also been authorised to set up and manage facilities for handling import/export cargo in containers in competition or in co-operation with public sector agencies like CONCOR.

816. Zonal Railways should encourage consolidation and containerisation of traffic.

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CHAPTER IX

TICKETLESS TRAVEL ♦ ITS CHECK AND PREVENTION

Measures for Combating Ticketless Travel

901. Vigorous and sustained efforts should be directed towards combating ticketless travelling

Checking of Tickets

902. Tickets of passengers should be checked : ♦

- (i) when they are entering the platform for entraining;
- (ii) en-route to the extent feasible by travelling ticket examining staff; and
- (iii) at destination, where the tickets should also be collected.

Ticket Nippers

903. The following nippers will be used for the purpose of checking and cancelling tickets: ♦

- (i) Gate Nippers, to be used by Ticket Collectors while checking tickets of passengers entraining which cut out a 'V' portion from the ticket.
- (ii) Checking Nippers to be used by ticket examining staff which emboss on the tickets :
 - (a) a letter or letters to indicate the railway; and
 - (b) another letter to indicate the division of the railway to which the TTE/TC is attached followed by a number to identify the TTE/TC.

Note : In case of paper tickets etc. where nipper cannot be used or when nippers are not available, the TC/TTE should show the date and train number under his initials in ink on the reverse of the ticket.

- (iii) Cancelling nippers, to be used by ticket Collectors, at Destination stations while collecting tickets of Passengers terminating their journey which cut out a letter "M" on the edge of the ticket.

904. The organisation for combating ticketless travel will normally consist of ♦

(i) Stationary Ticket Collectors posted at stations for manning the gales for checking the tickets of passengers entraining and collecting those of passengers detraining at their stations. Checking of passengers in the trains will be done at 'Ticket checking stations'.

(ii) Travelling Ticket Examining staff working over sections to prescribed programmes

(iii) Flying Squads for surprise and spot checks.

Stationary Staff

905. At smaller stations where the outward passenger earning are less than Rs. two crores per annum, separate staff need not be provided for checking the tickets of passengers entraining and collecting tickets of those detraining which should be done by other station staff in addition to their normal duties. At larger stations where the outward passenger earnings are Rs. two crore or more per annum, separate stationary staff should be provided to the extent necessary for this purpose. The Railway should ensure that the staff provided are rostered properly so as to ensure the maximum degree of check.

906. The Railways should review the stationary ticket checking organisation from time to time to ensure that it is adequate for purposes for which it is intended.

Ticket Checking Stations

907. Railways should nominate "Ticket Checking Stations", where besides the normal check and collection of tickets of passengers entraining and detraining, the tickets of passengers on train will also be checked by Ticket Collectors.

908. At 'Ticket-Checking' stations adequate staff should be provided to ensure that in addition to the normal checking and collection of tickets of passengers entraining or detraining, tickets of passengers passing through the station are checked.

Travelling Ticket Examining Staff

909. Travelling Ticket Examining Staff should be so rostered that as many trains as possible are covered and it should be the attempt to ensure that a complete check is carried out of every train between two successive 'ticket-checking' stations.

910. The Railway should pay special attention to the deployment of travelling ticket examining staff to ensure that the worst affected areas and trains are thoroughly covered.

911. The Railways should review from time to time the strength and rosters of the travelling ticket examining staff in the light of the statistical results in regard to the extent of ticketless travel.

Flying Squads

912. An adequate number of squads should be formed as necessary at the headquarters of the Divisions and at the headquarters of the railway for the purpose of conducting surprise and cross-country checks, for intensive checks over badly affected areas and trains and for statistical checks.

Statistical Checks

913. Two bases have been evolved for the purpose of assessing the extent of ticketless travel over the various sections♦

(i) Concentrated Section Checks,

(ii) Concentrated Spot Checks.

Concentrated Section Checks

914. During concentrated section checks, all trains over a section are checked for a complete number of days, the checks being such that there is little or no room for any irregular travel on any of the trains during the period.

The excess fare collections during these periods are compared with those during the normal day-to-day checks.

Concentrated Spot Checks

915. The essence of a concentrated spot check is that each train subject to it, is completely checked and the number of passengers without tickets is recorded as a percentage of those with tickets.

This percentage taken for all trains checked over any section represents the extent of ticketless travel prevalent over that section.

The "passengers without tickets" to be taken into account during these checks are only those paying excess charge or charged for unbooked luggage and those taken before magistrate from whom fare and excess charges or fine are realised. The excess fare tickets issued for extensions of journey, difference between, lower classes and upper class as also beggars turned out of trains or those taken before magistrates and convicted and sent to prison are not to be included.

916. The Railway should arrange to conduct regularly statistical checks in the manner given in paras above so as to have an estimate of the loss of revenue and of the extent of ticketless travel in the different areas and sections.

Checks for ensuring Efficiency of the Ticket Checking Machinery

917. The following measures should inter alia be adopted for ensuring the efficiency of the ticket checking machinery:♦

(i) Scrutiny of the monthly excess fare collection of individual ticket collectors and travelling ticket examiners.

The average collections of each individual should be compared with the average for the unit to which he belongs and suitable action taken if any individual falls consistently below the average.

(ii) Conducting of replacement checks by Flying Squads, i.e., checks replacing the regular staff of Ticket Collectors and Travelling Ticket Examiners by the Ticket Examiners of the Flying Squads to assess the efficiency of the former.

(iii) Utilisation of Flying Squads for more intensive checks particularly over badly affected sections.

(iv) Utilisation of the Flying Squads for surprise cross country raids, and

(v) Posting of Travelling Ticket Examiners in plain clothes, particularly over suburban sections and sections prone to ticketless travel.

Special Checks by Members of the National/Zonal Railway Users' Consultative Council/ Committees

918. The Members of the National/Zonal Railway Users' Consultative Council/Committees where they suspect that a particular passenger or passengers in a particular carriage or compartment is without proper pass or ticket, can call upon the ticket checking staff available on the spot to check the tickets of passenger or passengers in the carriage or compartment as the case may be.

Uniforms for Staff

919. Ticket checking staff while on duty must be properly dressed in the uniform prescribed by the administration and put on name plate, distinguishing number, rank badge, armband, headgear etc. where supplied. Travelling Ticket Examiners will also carry with them their duty card pass and authority letters which must be produced on demand by an authorised official or by the travelling public. Ticket checking staff authorised to perform duty in plain clothes should carry with them Authority for checking tickets in plain clothes and show the same on demand by the authorised officials or travelling public.

Provision of Adequate Booking Facilities

920. Adequate stocks of tickets and other booking facilities should be provided to ensure that all intending passengers can purchase tickets without inconvenience. It should also be ensured that the booking offices are opened in time.

921. Surprise and special checks should be carried out to see whether the booking windows are being opened in time. Officers of all departments of the Railway should be requested to observe, during the course of their inspection tours, how the Ticket Collectors and other Ticket Checking Staff are working and whether booking windows are opened in time, the observations being sent to the Commercial Department for necessary action.

Beggar and Hawker Nuisance

922. Even- effort should be made to prevent the entry of beggars and unauthorised hawkers into station premises and into trains and for this the following measures may be adopted as necessary :◆

(i) Posting of staff of the Protection Force at important stations to attend to this work.

(ii) Special drives with special squads of TTE's and staff of the Protection Force.

(iii) Special drives with the aid of the Rly. Police and Railway Magistrates where they function.

(iv) Prosecution of beggars and unauthorised hawkers under section 144 of the Railways Act, 1989, wherever feasible.

(v) Sustained publicity through posters and other media seeking public co-operation in eliminating the hawkers and beggars nuisance.

Preventing Entry of Unauthorised Persons into Reserved Coaches

923. In the course of their duty, the Travelling Ticket Examiner may also ensure that unauthorised persons do not occupy accommodation reserved for bonafide passengers and do not cause inconvenience to them.

924. The Railway Administration should also bring to the notice of the State Governments concerned, areas where the beggar nuisance is particularly prevalent, to enable the State Government to take special steps.

Ticket Frauds

925. The Ticket Checking staff should be instructed to be always vigilant in checking cases of fraudulent use of tickets. All cases of frauds detected should be carefully studied with a view to seeing whether they have not been facilitated by any defects in the existing system of checks. Suitable measures should be adopted to prevent their recurrence.

Statistics

926. Periodical reports of ticketless travel should be submitted to the Railway Board in the proforma given in Appendix VI within 20 days of the close of the month to which the information relates.

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CHAPTER X

STATION OUTSTANDINGS

Machinery for ensuring Prompt Clearance of Station Outstandings

1001. One of the functions of the Commercial Department is to arrange for the prompt clearance of station outstanding. The necessary machinery for ensuring this and for the requisite liaison between the Station Staff and the Accounts Office should exist both in the Divisional Commercial Offices and the Headquarters Commercial Office.

General Instructions for ensuring Clearance of Station Debits

1002. While the action to be taken in respect of each individual item of outstanding must depend on the merits of the case, the following general instructions are intended for ensuring prompt clearance of debits raised against stations: ♦

(i) Except in special circumstances and in case of errors detected by the Inspectors of Station Accounts and officials of the Audit Department, Accounts Office should ordinarily raise debits against the Stations within six months of the close of the month of accountal of transactions in station returns. Replies to these debits should be furnished by the stations within one week.

(ii) Recovery of admitted debits. ♦Accounts Office debits for Rs. 10 and below, if admitted, and disallowances by the Cashier on account of short remittances and base coins should be made good immediately by the staff concerned, in cash. Admitted debits for more than Rs. 10 should also be made good by the staff concerned, in cash, as far as possible, or by making recoveries through their salary bills in suitable instalments.

(iii) When the debits raised against staff involve heavy amounts which cannot be recovered within a reasonable period, it should be informally suggested to the staff concerned, that in their own interest they might, if they can, pay up the amount from their own resources in cash in suitable instalments. In cases where the employee is unable to pay the amount in cash, the Administration should consider the feasibility of taking disciplinary action where it is found that the situation is the result of continued neglect or inefficiency on the part of the employee.

Commercial staff against whom the admitted debits are raised repeatedly and are heavy and where there are reasons to believe that such heavy debits are not in consequence of genuine error but continued negligence or wilful conduct, should not ordinarily be allowed to continue in posts involving cash handling.

(iv) Adequate facilities should be afforded to relieving staff to enable them to offer their remarks on debits raised against them. Thereafter, details of admitted debits should be furnished to the Divisional Railway Manager, under whom the employee is working to enforce recovery of debits through their salary bills or by asking the staff to pay in cash.

(v) If it is considered that the merits of the case warrant the outstanding being written off either in full or in part, prompt action should be taken to obtain necessary sanction, the objective being that the clearance of the outstanding is not unduly delayed.

(vi) Objected debits should be carefully scrutinised by the Commercial Branch working in conjunction with the Accounts Office and where the grounds furnished by the railway servant for objecting to the debit are found to be not in order, the procedure laid down in the Railway Servants (Discipline and Appeal) Rules, 1968 should be followed for imposing the penalty of recovery from the pay of the Railway Servant of the whole or part of the pecuniary loss caused to Govt. by his negligence or breach of orders. The final order imposing the penalty should be communicated to the railway servant in writing.

(vii) Outstandings Branch. ♦ The function of the Outstandings Branch of the Commercial Department, where one exists, is to act as liaison between the station staff and the Accounts Office. The trefoils of the Error Sheets (Paragraph 2802 of Accounts Code. Part II) will be scrutinized by this Branch. If a debit is to be withdrawn, the Account Office will be addressed on the subject. If, however, the debit holds good, the action necessary for the recovery of the debit from the pay bill of the staff responsible should be initiated.

Inspecting Officials to watch proper posting of corrections in Tariffs at Stations

1003. Inspecting officials should see that the Tariffs are kept up-to-date by the staff and the Rate Advices and other circulars involving changes in rates and fares are properly studied and acted upon by the staff.

Statistics of Station Outstandings

1004. Proper statistics must be maintained both in the Divisional and the Headquarters Offices so that the appropriate officers may systematically watch the progress in respect of clearance of outstandings.

Special Drives to be launched for Clearance of Outstandings

1005. Every effort should be made to keep the outstanding at the end of each financial year within the target fixed by the Railway Board. The Commercial and Accounts Department of the Zonal Railway should jointly arrange special drives to be launched for clearance of outstandings. special emphasis being given to clearance of outstandings on account of admitted debits and other station outstandings over 3 months old.

Special Watch to be kept at the outstanding of Siding Holder

1006. Those sidings where inward wagons are placed without prior surrender of railway receipts and collection of freight are specially vulnerable to accumulation of outstanding. A special watch has, therefore, to be kept on surrender of railway receipts and payment of freight, siding charges, demurrage etc. by the Siding holder in respect of all wagons delivered at the siding. Monthly reconciliation should be done of the wagons placed in a siding, their linking with the relevant invoices, surrender of railway receipts by the siding holder and collection of freight so as to get a correct picture of the traffic for which railway receipts have not been surrendered by the party and freight also is outstanding.

Constant endeavours have to be made to ensure that the position is kept up-to-date and outstandings are not allowed to accumulate.

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CHAPTER XI

WHARFAGE AND DEMURRAGE

1101. Demurrage and Wharfage are defined in the Railways Act, 1989 (No. 24 of 1989) as under : ♦

"Demurrage" means the charge levied for the detention of any rolling stock after the expiry of free time, if any, allowed for such detention.

"Wharfage" means the charge levied on goods for not removing them from the railway after the expiry of the free time for such removal.

Section 30(2) of the same Act gives powers to the Central Government to fix from time to time by general or special order the rates of demurrage and wharfage and to specify the conditions subject to which such rates shall apply. Relevant extract of this Section is reproduced below : ♦

"The Central Government may, by a like order, fix the rates of any other charges incidental to or connected with such carriage including demurrage and wharfage for the whole or any part of the railway and specify in the order the conditions subject to which such rates shall apply."

A Notification containing Railway (Warehousing and Wharfage) Rules, 1958 was issued by the Central Government on 28-8-1958. These Rules as amended from time to time continue to remain in force. No new order has been issued by the Central Government under Section 30(2) of the Railways Act, 1989 as it was not considered necessary. A copy of this Notification is placed at Appendix VII.

The rules regarding waiver of demurrage / wharfage charges have been revised vide Board's letter No. TC-I/ 2004/201/9 dated 11-10-2004 (Rates Circular No.39 of 2004)

1102. Powers of Officers to waive Demurrage or Wharfage Charges

1102(a). Waiver of Demurrage/Wharfage Charges

The powers of waiver of Wharfage Charges indicated in **the** table above will be on consignment basis except in the case of trainload consignment where it will be applicable on per wagon basis. In the case of trainload consignment, the

application for waiver of Wharfage for a particular rake will be considered by the authority who is competent to deal with the highest amount of Wharfage accrued per wagon of that rake.

(Authority Railway Board's letter No.TC-I/2004/201/9 Pt.B dated 20.8.2009)--acs no.18

1102(b). Where Demurrage cases are being handled by Officers of Operating Department, CCM / Sr. DCM etc. will mean COM / Sr.DOM etc.

1102(c). The cases for waiver should not be dealt by an officer below the level of officer competent to deal with the case as per the schedule of powers given in the above table.

1102(d). Prior Finance concurrence will be required for waiver of Demurrage / Wharfage charges above Rs.25,000/= per wagon / per consignment respectively. Cases submitted to General Manager should be routed through the Coordinating HOD of the Commercial Department and FA&CAO of the Zonal Railways.

1103 Waiver

1103(a) Due care should be taken in preparation of the demurrage/wharfage bills at the first instance to obviate recasting of bills subsequently on representation by the customer or otherwise.

1103(b) In case the consignor/ consignee feels that demurrage/wharfage was due to reasons beyond his control he could apply for waiver giving all relevant details with documentary evidence wherever necessary.

1103(c) First application for waiver of demurrage or wharfage should be submitted to the Station Manager/Goods Supervisor within 10(ten) days from the date upto which these charges had accrued.

1103(d) In case of Wharfage, the consignor/consignee should first remove the consignment from the railway premises, deposit the amount of Wharfage charges and submit the original proof of such payment along with his application while preferring for waiver at the first instance itself. However, in case of regular rail users, instead of prepayment of Wharfage, FDR of appropriate value may be collected either on a case to case basis or in lump sum (to be decided by DRMs in consultation with Sr. DFMs) depending on the value of Wharfage that accrues on the consignment of such users.

In exceptional circumstances involving force majeure conditions, GMs may condone the provision for prepayment/collection of FDR. This power of GM will not be further delegated.

(Authority Railway Board's letter No.TC-I/2004/201/9 Pt.B dated 20.8.2009)--acs no.18

1103(e) The concerned Station Manager/Chief Goods Supervisor will forward the application of waiver of demurrage or wharfage to the Divisional Officer together with the factual position and remarks within 3(three) days of the receipt of the application.

1103(f) In case of large sidings, like those of power houses, steel plants etc., the time limit for preferring the first application for waiver of demurrage charge will be the next month implying that application for waiver of demurrage charges accrued in one month should be submitted latest within the next month.

1103(g) The delay beyond 10 days/next month period as mentioned above can be condoned only with the personal approval of the Divisional Railway Manager/Chief Commercial Manager (coordinating HOD) depending upon whether the powers to deal with the case lies at Divisional or Zonal level and after having ascertained that the reasons for the delay given in the application are satisfactory. Application for condonation of delay in preferring an appeal for waiver of demurrage, however, shall be entertained only after the demurrage charges have been paid in full and the application is supported with proof of such payment.

1103(h) The circumstances, which lead to accrual of demurrage/wharfage charges, can be broadly grouped in three categories as under:

(i) Reasons within the control of the consignor/consignee.

(ii) Reasons beyond the control of consignor/consignee like labour strike, transportation strike, general bandhs, agitations, riots, curfew, fire, explosion, heavy rains or other abnormal/unforeseen circumstances.

(iii) Act of God, act of War and act of public enemies.

1103(i) In case of Category (i) above, waiver should normally be not done. However, if at all waiver is to be granted on justified and meritorious facts, speaking orders should be recorded in all such cases.

As regards case pertaining to Category (ii) or Category (iii), waiver can be considered on merits of individual case.

1103(j) The powers for waiver as mentioned above should be exercised judiciously keeping in view the merits of each case as per instructions contained in this letter. The waiver should not be granted in a routine manner.

1103(k) Whenever the waiver exceeds 50% of the powers conferred on an officer, reasons for such waiver should be recorded in writing.

1103(l) In the case of large sidings, like those of power-houses, where demurrage is not waived on wagon to wagon or daily basis, speaking orders need not be recorded for each consignment/wagon. It would be sufficient

if broad reasons are given in support of such periodical waiver after analyzing the broad causes of such detentions.

1103(m) The causes for accrual of frequent demurrage/wharfage charges from a particular Goods Shed or a siding or a consignor/consignee should be analysed periodically. Remedial steps including provision of infrastructural facilities should be taken to reduce the detention to rolling stock and prompt removal of goods from the Railway premises.

1104 Appeal against orders of waiver

1104 (a) A consignor/consignee can prefer an appeal to a higher authority in case he is not satisfied with the decision of the lower authority. The Station Manager/Chief Goods Superintendent should forward the appeal to the Divisional authorities within 3 (three) days of the receipt of the appeal.

1104(b) However, before preferring an appeal for waiver of demurrage charges, he is required to deposit the amount of demurrage charges not waived. The original proof of such should be submitted alongwith the appeal.

1104(c) An appeal against the order of lower authority should be preferred within 30(thirty) days of the date when the decision of the lower authority is communicated.

1104(d) A maximum of only two appeals can be made against the decision of the lower authorities.

1104(e) In all cases where a change is made by the appellate authority against the decision taken earlier, speaking orders should be recorded by the appellate authority.

1105 The waiver of demurrage/wharfage charge should be dealt as per the instructions.

1106 Refund

1106(a) No direct refund of demurrage/wharfage charge should be made unless proper procedure for waiver has been followed. While granting refund of wharfage or demurrage charges due cognizance should be taken of the quantum of waiver already allowed in each case.

1106(b) For any refund of wharfage or demurrage prior account verification as distinct from Finance concurrence is required to be done to establish that the amount to be refunded has actually been received by the Railway. Such refunds would be subject to post check by the Finance. No prior Finance concurrence would be required in these cases.

(Authority Railway Board's letter No. No.TC-I/2004/201/9 Pt.B dt. 24.1.2008)---acs no. 17

1106(c) Refund of waived amount of demurrage/wharfage charges should be made expeditiously through pay orders by Commercial Department of the Division."

(Authority:-Railway Board letter No. TC-I/2004/201/9 pt. B dated 21-06-05)---ACS NO.12

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CHAPTER XII

MODE OF PAYMENT OF RAILWAY FREIGHT AND OTHER RAILWAY DUES

Payment by the Public

1201. Payment of railway dues on public traffic is required to be made in cash only except where under special circumstances, payment of freight by cheques, bank drafts, Credit Notes, E-payment or under "Weight only" system is authorised by the Railway Administrations.

(Authority Railway Board's letter No.TC-I/2006/104/3 dated 22-11-2006)--acs no. 16

Rupee Traveller cheques issued by the State Bank of India and other nationalised banks may also be accepted towards payment of passenger fares and luggage charges at important stations & stations of tourist importance.

Railway Administrations are also empowered to authorise Station Masters to accept Bank Drafts/Dank pay orders drawn on nationalised/scheduled banks for payment of freight and other railway dues exceeding 1.000 Rupees in each case.

Amount of security required for availing of the facility of payment of Railway dues by Credit Note or under the "weight only" Systems

1202. The facility of payment of railway dues by Credit Notes or under the "weight only" system is granted only at the discretion of the Railway Administration and should be confined to well known parties of good standing who have regular and adequate monthly transaction with a railway provided they agree to deposit the amount of security as indicated below: ♦

System of Payment	Amount of Security
Payment of freight by Credit Notes	The amount representing the average freight etc. of the firm for a period of 30 days based on the average of previous 12 months.
The "Weight only" System	If the security is paid in cash, then the amount representing the average freight etc. for a period of 20 days based on the peak month's figure during the previous 12 months.

If the security is in a form other than a deposit in cash, the amount equivalent to transactions for a period of one month based on the peak month's figure during the previous 12 months.

1203. The security to be deposited by individuals or firms authorised to make payment of railway dues either through Credit Notes or under the "Weight only" system may be in one of the following forms :◆

- (i) A deposit of cash;
- (ii) Government securities at 5 per cent, below the market value:
- (iii) (a) Deposit receipts of the State Bank of India;
 - (b) Guarantee bonds executed by the State Bank of India;
 - (c) Demand Drafts of the State Bank of India;
- (iv) (a) Guarantee Bonds executed by an approved Scheduled Bank, provided the Bank concerned lodges requisite securities either with the Railway Administration or with the Reserve Bank of India if the guaranteed amount is not within the specified monetary limit fixed by the Reserve Bank.
 - (b) Guarantee Bonds executed by a Bank other than the approved Scheduled Banks provided (i) the Bank concerned lodges requisite securities either with the Railway Administration or with the Reserve Bank of India or (ii) the bonds are countersigned by an approved Scheduled Bank subject to condition as in (a) being fulfilled.
- (v) A deposit in the Post Office Savings Bank; or
- (vi) Deposits in National Savings Certificates.
- (vii) Bonds issued by the Indian Railway Finance Corporation duly transferred in favour of the Railway Administration concerned.

1204. The power to authorise private firms or individuals to pay freight charges by Credit Notes or under the "Weight only" system is vested in the Heads of Department only and is not to be delegated to any lower authority.

Credit Notes for use by Private Firms or Individuals

1205. Credit Notes for use by private firms or individuals should be in the form prescribed in the Indian Railways Commercial Manual.

1206. "Weight only" system

1206.1 Under the "Weight only" system of booking, the weight and the rate only are shown on the invoices and the freight is calculated in the Accounts Office.

1206.2 The facility of paying freight through "Weight only" system is available only in respect of selected commodities which are coal, mineral oils, bamboo, iron ore, manganese ore, lime stone, dolomite, gypsum and cement.

1206.3 The party to whom this facility is extended, whether in public sector or private sector should be creditworthy. The party should not be a habitual defaulter in the payment of railway dues. Before this facility is granted to any party, the Senior DCM/DCM concerned should record a certificate to the effect that the party is not a

habitual defaulter in payment of railway dues. Further, there should be no outstanding freight and siding charges against the party on the day this facility is granted.

1206.4 If the security deposit for availing of the facility of paying freight etc. by "weight only" system is given by a party in cash, the traffic of the party will be treated as paid and will not be subjected to the levy of surcharge leviable on "To Pay" traffic. However, in the absence of a deposit in cash, the traffic will be treated as "To pay" and party will have to pay the surcharge leviable on "Traffic" booked on "To Pay" basis as notified by the Railway Board from time to time.

1206.5 The amount of security deposit whether in cash or in the form of a bank guarantee etc. should be reviewed periodically to ensure that it is adequate and if necessary, steps should be taken to enhance it in accordance with the provisions of Para 1202 above.

1206.6 The Zonal Railways where the facility of booking traffic under the "weight only" system is introduced should lay down a detailed procedure in consultation with their F. A. & C. A. Os for booking and accountal of such traffic for the guidance of their staff and for billing and recovery of freight charges.

1206.7 The following guidelines should be kept in view in drawing up the detailed procedure :◆

(i) A regular system of collection of accounts foils of "weight only" invoices by couriers should be introduced to ensure that all "weight, only" invoices are duly received in the traffic accounts office in time for the purpose of billing

(ii) Bill should be prepared for every 5 day period and submitted to the party or their banker as the case may be for prompt payment. However, in the case of loco coal or military authority where only book adjustment is done, billing may be done for every 10 day period. For the month of March, provisional bill should be issued based on the average of the previous 3 months' transaction. The amount of bill for the month of March has to be realised before the end of the financial year, namely, by 31st March of every year,. The amount thus paid may be adjusted next month in the final bill for the actual freight charges due.

(iii) "Weight only" bills are payable in full by the parties. Any adjustment required for "over-charges" etc. should be carried out in the bills for the subsequent period/periods.

(iv) Close monitoring of the realisation of amount against "weight only" bill should be done and any default in payment or dishonouring of cheque should be viewed very seriously and the question of discontinuing the facility considered.

(v) Cheques issued by the parties for payment of "weight only" bills should be drawn on a branch of the bank situated at the headquarter of the Zonal Railway and out-station cheques should not be accepted.

(vi) Party giving security deposit in cash and thus enjoying exemption from the payment of surcharge leviable on "To Pay" traffic must also operate a 'Letter of Credit' with any bank in the metropolis where the Railways' Traffic Accounts Office is situated & a Railway Deposit Account is operated. Bankers shall make immediate payment of the bills presented by the Railway drawing upon Letters of Credit established by the parties. If Railways Deposit account is not operated in the same branch of the bank, then the party's bank should issue a Demand Draft in favour of the Railways encashable at the station where the Railways' cash office is situated. Party should also be told that a surcharge will become leviable in the case of default in timely payment of bill within the stipulated period of 10 days.

1206.8 Agreement to be executed for availing of the facility of making payment under the "weight only" System

Every party to whom the facility of making payment of railway dues under "weight only" system is extended should execute an agreement with the Zonal Railway Administration. A specimen of the agreement is placed at Appendix VIII. It may be varied as required by the Zonal Rlys in consultation with their FA. & C.A.Os.

1207. As in the case of "weight only" system, periodical review to verify the adequacy of the security deposit should be carried out in respect of parties granted the facility of making payment of railway dues by Credit Note-cum-Cheque and steps should be taken to get additional amount of security as justified.

1208. A close watch should be kept on receipt of amount against the Credit Notes issued by a party and any case of non-payment of dues or dishonouring of Credit Note should be viewed very seriously and the facility of making payments by Credit Note withdrawn unless there are adequate grounds for not doing so.

1209. Where payment of freight is made by the consignor/consignee at the time of booking of traffic by Credit Note, the traffic will be treated as paid traffic.

1210. Wherever MICR technology for mechanised processing of cheques has been introduced, the party will issue a formal MICR cheque drawn on its banker for the amount due along with the Credit Note. The Credit Note No., the name of the booking station and other relevant particulars should be recorded on the reverse of the cheque to facilitate linking. Similarly, the particulars of the cheque, namely. No., Date, name of the bank on which drawn, amount etc. shall be recorded on the Credit Note.

1211. Credit Notes/MICR cheques should be drawn only on a scheduled bank and at that branch of the bank where Railways' cash office is situated. If on account of the unavoidable circumstances. Credit Notes/MICR cheques are drawn on any branch of a scheduled bank outside the station where the Railways' cash office is located, the amount should also include the commission charges payable for encashing such Credit Notes/MICR cheques.

1212. Before giving effect to the facility of payment by Credit Note. Railway Administration should enter into an agreement with the party concerned incorporating the terms and conditions for affording the Credit Note facility which should be drawn up in consultation with the Law Officer and the Associate Finance.

Payment by Government Departments

1213. Defence Department. ♦The instructions regarding mode of payment of railway dues and the various forms used by the Defence Department for making such payments, i.e., Military Credit Notes. Warrants etc. appear in the I.R.C.A. Military Tariff for the time being in force.

1214. Civil Departments of the Central Government and Departments of State Governments are permitted to use Civil Credit Notes for making payment of freight and other railway dues in the form prescribed for the purpose. This facility is also allowed to the Post and Telegraph Department for whom however a separate form of Credit Note has been prescribed.

1215. Payment of freight charges by Cheques. ♦The facility of making payment of freight charges by means of cheques may be granted by the General Manager, on application, to the Civil Departments of the Central and State Governments provided

these departments agree to the following conditions and those detailed in paras 1216 & 1217 below :

(a) that the responsibility for the safe custody of cheque books shall entirely be of the issuing departments and if any cheque book is lost, stolen or otherwise made fraudulent use of. the loss arising out of the acceptance of such cheques at the railway station shall be borne by the departments concerned:

(b) that the undercharges, if any. detected either at the time of delivery of consignments or thereafter shall be paid by the departments promptly on demand: over-charges, if any. being claimed by them in the usual way, i.e., by preferring a formal claim against the railway within the prescribed time limit;

(c) that the commission charges, if any. incurred by the Railway Administration for realising the amount of cheques shall be paid for by the departments;

(d) that if a cheque is dishonoured for any reason, whatsoever, a fresh cheque in lieu thereof shall be issued promptly by the department:

(e) that the departments who are allowed the facility of payment by cheques shall not be allowed the facility of payment of railway dues by means of Credit Notes.

1216. The following procedure shall be observed in the matter of issue of cheques :◆

(i) The cheques shall be drawn in favour of the Chief Cashier of the railway concerned (or any other officer nominated by the Railway Administration) on the Reserve Bank of India, the State Bank of India or the State Banks with which the Railway Administration may be having a draw in◆ account:

(ii) The cheques shall be issued on the printed forms of the department and shall bear a special crossing "Account Payee only◆Not negotiable".

(iii) The cheques shall, as far as possible, be written with cheque writing machines. In the case of departments not having such machines, the cheques shall be written by hand legibly and with bright ink. The cheques shall also have written across them in words and at right angles to the type, a sum a little in excess of that for which it is issued e.g.. "under Rupees Thirty " if the cheque is drawn for "Rupees Twenty Nine";

(iv) There shall be no erasures or over writings on the cheques nor any abbreviations used.

(v) The cheques shall bear the stamp of office of issue and shall be signed by the officer authorised to do so under his full designation over a rubber stamp:

(vi) A separate cheque shall be issued for each transaction.

(vii) No cheque shall be accepted when the amount payable is less than Rs 10. Payment in such cases must be made in cash;

(viii) No cheques shall be accepted in payment of passengers fares.

1217. The departments who are allowed the facility of payment of freight charges by means of cheques shall furnish to the General Manager the names, designations and specimen signatures (in triplicate) of the officers authorized to issue the cheques and the names of stations where the facility is required.

1218. The General Manager shall supply the stations concerned and the Cash Office, a

list of the names and the designations of the officers authorized to issue the cheques together with their specimen signatures. Any changes in the names and designations of the officers will be intimated by the departments concerned to the General Manager along with their specimen signatures who will notify the same to the stations concerned and to the Cash Office.

1219. At stations, the following procedure shall be observed : ♦

(i) When a cheque is presented, it shall be seen that it has been issued by an officer authorised to issue the same, that the signature tallies with the specimen supplied by the General Manager and that the cheque has been issued strictly in the manner prescribed in para 1216 above.

(ii) A register of cheques accepted from Civil Departments shall be maintained in the following form at the station in which particulars of cheques shall be entered as and when a cheque is accepted. Separate folios shall be set apart for each Government Department: ♦

Date of receipt of cheque at the station	Number and date of the cheque	Name and designation of the drawer	Bank on which drawn	Amount	Particulars of the relevant Invoice/P.W. Bill etc.
--	-------------------------------	------------------------------------	---------------------	--------	--

(iii) The money receipt, if any, issued in respect of such payments shall bear the superscription "subject to realisation of cheque."

(iv) The cheques received shall be sent to the cash office daily along with the earnings for the day. duly entered in the Cash Remittance Note showing the number, date and amount of the cheque, name of department and officer drawing the cheque, name of officer in whose favour drawn and the bank on which drawn.

1220. In the Cash Office, the cheques remitted by the stations shall be scrutinised to see that the same are in order and "have been issued by the authorised officers.

1221. Under-charges. if any, detected during internal check in respect of transactions paid for by cheques shall be debited to the stations concerned in the usual manner who will clear the same by obtaining a fresh cheque for the amount of undercharge from the department concerned.

CHAPTER XIV

REGISTRATION OF INDENTS, ALLOTMENT AND SUPPLY OF WAGONS

1401. The rules for the registration of indents, allotment and supply of wagons appear in the I.R.C.A. Goods Tariff. The following further instructions must also be observed.

1402. Railway Administrations may, after due notice to the public, make such temporary local variations in any of the rules laid down in the I.R.C.A. Goods Tariff, as they consider fit. to meet any exceptional circumstances or to prevent misuse. Such variations can, however, be authorised only under the approval of the Chief Commercial Manager and the reasons for the variation allowed should be recorded in all cases.

Priority/Wagon Demand Register

1403. A Priority/Wagon Demand Register should be maintained at all goods booking stations. The register should show the date and time of registration, names of the consignor and consignee, description of goods, number and type of stock required, destination station, class of priority, signature of the sender, particulars of loading, etc.

1404. All entries in the Register should be serially numbered. No erasure should be permitted in the Register and any alterations required to be made should be made by striking out an entry and making a fresh entry duly initialled by the authorised persons.

1405. Once indents have been registered, no alteration should be made of the particulars, except that the number of packages registered may be increased to give a better load to the wagon or wagons already indented for. If any other particulars are to be changed, the indent should be cancelled and a fresh indent made in the proper turn.

Limit on Registration of Goods

1406. To avoid heavy accumulation of goods on the goods-shed platform or monopolisation of the limited loading capacity of a station by an individual or a group of traders, a limit may be placed, by the administration on the quantity of goods to be registered. This should take into account the capacity of the station yard,

accommodation available in the goods-shed both covered and open, loading capacity, availability of wagons, the nature of the commodity offering, the number of consignors and the trading interests in the locality. This may be done by limiting the quantity to be accepted from any one consignor on any one day.

Allotment of Wagons

1407. Allotment of wagons to different areas should be made in such a manner as to ensure that no area gets an undue advantage over another.

1408. The Divisional Office should exercise regular control on the allotment and loading of wagons at stations in their areas.

1409. When the booking of traffic to or via a station is subject to a quota either in regard to commodity or route, clear instructions should be laid down as to how this quota is to be utilised in each Division.

1410. Subject to the exceptions allowed in paragraph 1411 below, a Registration Fee at the rates prescribed in the I.R.C.A. Goods Tariff in force from time to time should be levied at the time of registration of indents for wagons. This registration fee will be refunded to the consignor when the consignment is booked. However, the Registration Fee is liable to be forfeited in certain eventualities such as cancelling the indent after physical supply of wagons, etc. The rules for forfeiture of Registration Fee are contained in the I.R.C.A. Goods Tariff in force from time to time.

Exemption from Payment of Registration Fee

1411. . The registration fee is not to be recovered in the cases prescribed in the IRCA Goods Tariff in force from time to time.

(Authority:-Railway Board letter No. 99/TC-I/101/2 dt. 20-01-06)---acs no. 15

CHAPTER XV

RULES AND RATES FOR THE CARRIAGE OF RAILWAY MATERIALS AND STORES

Rules and Conditions of Carriage of Railway Material and Stores

1501. Except where otherwise provided for in this Chapter, the rules and conditions of carriage of railway materials and stores are the same as for public traffic.

Rates for Railway Materials and Stores by Goods Train

1502. Railway materials and stores for construction, revenue or stock purposes (excluding coal, coal shale, coke, lignite, and patent fuel and dangerous goods) are charged at the rates notified in the IRCA Goods Tariff Part 1, Vol. II at owner's risk both in local and in through booking.

For wagon loads, the basis of charge will be the number of wagons used at the starting stations. Six-wheeled and bogie wagons will be charged as for 1.50 and two 4-wheeled wagons respectively.

Rates for Railway Coal, Coal Shale, Coke, Lignite and Patent Fuel

1503. Coal, Coal shale, Coke (soft, hard, domestic) and lignite and patent Fuel in wagon loads at owner's risk for use by Government's Railway will be charged at rates notified in the IRCA, Goods Tariff, Part I, Vol. II.

Rates for Railway Materials and Stores at Railway Risk

1504. The railway risk rates are 20 per cent higher than the owner's risk rates.

Dangerous Goods, etc.

1505. All Dangerous Goods and Specie and Bullion are charged at Public Tariff rates.

1506. The rates for the carriage of railway materials and stores also apply to materials for railway surveys and stores belonging to the Railway Catering Department.

1507. The distance for charge, such as, inflated kilometrages and minimum distance for charge, will be the same as for public goods traffic.

Loading and Unloading of Railway Materials and Stores

1508. Loading and unloading of railway materials and stores are required to be done by consignors and consignees respectively in the following cases: ♦

- (i) Goods consigned loose or in bulk;
- (ii) Consignments charged at the rates applicable to wagon loads;
- (iii) Heavy machinery, long timber and other heavy articles weighing one tonne and over per piece;
- (iv) Traffic booked to and from sidings.

Note : ♦ If in exceptional circumstances the loading and unloading are done by the station staff in the above cases, the Indenting Officer concerned should be debited with the loading and unloading charges at the rates paid for such work.

All other traffic in railway materials and stores is required to be loaded and unloaded by the station staff.

Routing of traffic in Railway Materials and Stores

1509. The rules for the routine of Public Goods Traffic also apply to traffic in Railway materials and stores. Charges for Private and Railway Sidings

1510. A standard siding charge of Rs. 18 per 4-wheeled wagon (B. G. and M. G.) is levied on railway materials and stores booked to or from private and railway sidings at rates applicable to railway materials and stores. In the case of smalls, the standard siding charge will be Re. 1 per quintal subject to a minimum charge of Rs. 2 per consignment.

Authority for Despatch

1511. The rates for railway materials and stores apply subject to the conditions that the stores, materials etc. are for the use of an Indian Government Railway and are consigned by and to officials of the Indian Government Railways in their official capacity authorised and accompanied by Railway Material Consignment Notes.

Rates for Ballast Trains

1512. Charges for ballast trains are levied on the following basis: ♦

(1) Engine Hire charges. ♦ Rs. 653 per engine per hour subject to a minimum charge of Rs. 6530 per day for B.G.; and

Rs. 560 per engine per hour subject to a minimum charge of Rs. 5600 per day for MG/NG.

The above charges are applicable to steam, diesel and electric engines.

(ii) Hire charges for stock including brake-vans. ♦ At the I.R.C.A. conference rates of hire for wagons,

(iii) Cost of staff. ♦ No separate charge to be recovered.

Note. ♦ (1) The charges notified above apply only to Ballast trains run on departmental account. If, in exceptional circumstances, Ballast trains are used for carriage of contractors' materials and for materials required for 'Deposit Works', charge will be recovered at Public Tariff rates.

(2) Charges will be billed as laid down in para 1466 E.

(3) Hire on stock is not leviable on departmentally owned wagons.

(4) The rates of siding charges mentioned in para 1510 and for Ballast Trains mentioned in Para 1512 are subject to revision by the Railway Board from time to time. The rates in force at the time of booking as notified by the Railway Board should be charged.

Booking of Railway Materials and Stores by Passenger Train

1513. Railway materials and stores may be accepted for booking by passenger train subject to the weight not exceeding 2 quintals.

Consignments weighing more than 2 quintals should ordinarily be sent by goods train, but in emergent cases, this limit may be relaxed. ,

When conveyance is by passenger trains, charges are to be levied at the Public Tariff rates.

Wharfage/Demurrage Charges

1514. All consignments of railway materials and stores are subject to the same conditions in respect of Wharfage and Demurrage as are applicable to public traffic.

Free carriage of Railway Materials, Stores and Publications etc.

1515. The following items of railway materials, stores and publications etc. will be carried free : ♦

(a) By Passenger or Goods train. ♦

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

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

(iii) Packages containing tariffs, time-tables, rate lists, etc. consigned by one railway administration to another.

(iv) Packages containing railway publications intended for sale to the public consigned by any railway administration to authorized bookstall agents at stations on the same or other railways, as well as unsold publications returned by bookstall agents to the owning railways.

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

(vi) Water supplied to staff,

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

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

(ix) Articles left behind and sent in completion of consignments,

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

(b) By Passenger trains only, ♦

(i) Carriage of ticket bags and boxes for supply to stations from the Printing Department,

(ii) Traffic Accounts Department bags containing collected tickets,

(iii) Loaded and returned empty cash safes.

1516. Detailed rules on the procedure for booking and delivery of consignments of Railway Materials and Stores appear in the Indian Railway Commercial Manual.

CHAPTER XVI

POSTAL TRAFFIC

Conveyance of Mails

1601. Railways render the following services to the Postal Department: ♦

(a) Haulage of vehicles specially constructed (or converted) as Postal Vans at the cost of the Postal Department;

(b) Haulage of ordinary coaching vehicles in which accommodation is reserved for the conveyance of mails;

(c) Conveyance of Postal mail bags and parcels under "weightment system" in luggage vans or compartments in charge of the guards either as a regular daily service according to a list supplied, to the Divisional Railway Manager for each half year or as occasional despatches not provided for in the list under the authority of a voucher for each despatch; and

(d) Conveyance of Postal Mail bags by Mail Peons travelling on season tickets.

NOTE. ♦ Rules governing the incidence of cost of vehicles or parts of vehicles provided by the Railway for the Postal Department are contained in paras W 1447 to 1466 of the Indian Railway Code for the Mechanical Department (Workshops).

Haulage of Postal Vans

1602. For the haulage of vehicles specially constructed or altered as Postal vans, the charges will be levied half yearly at rates to be notified by the Railway Board from time to time. A bogie will be treated as two 4-wheelers.

1603. The haulage charges of mail vans given in para 1602 include charges for the following : ♦

(i) Provisions of Fire Extinguishers;

(ii) Depreciation, maintenance and repairs of mail vans and special fittings provided therein for the exclusive use of the Postal Department including electrical equipment; and

(iii) Electric energy consumed by fans, extra lights.

1604. If the kilometreage run of any special postal vans or compartments specially fitted for Post Office work on the requisition of the Post-Office officials and therefore not suitable for ordinary traffic, are in any half-year greater in one direction than the other, charges should be calculated, not on the actual distance ran but on double the highest run in one direction, provided there is considerable difference between the up and down kilometrages. For this purpose, a register should be maintained of the up and down kilometrages of all special postal vans or compartments.

1605. For partially fitted vehicles eg. 3/4, 1/2 and 1/4 postal vans, the rates shown in paragraphs 1602 apply proportionately in accordance with the nominal dimensions shown below and not in the proportion which the total space allotted to the Postal Department bears to the whole carriage :◆

Standard space allotted to the Postal Department in the old postal vans	To be charged as per
Broad Gauge—	
Upto 208 Centimetres	¼ 4-wheeled van
Upto 442 Centimetres	½ 4-wheeled van
Upto 643 Centimetres	¾ 4-wheeled van
Upto 853 Centimetres	Full 4-wheeled van
Other Gauges—	
Upto 183 Centimetres	¼ 4-wheeled van
Upto 293 Centimetres	½ 4-wheeled van
Upto 429 Centimetres	¾ 4-wheeled van
Upto 564 Centimetres	Full 4-wheeled van Standard space allotted to

Standard space allotted to
Postal Department in the
new postal vans

To be charged as per

Broad Gauge—

Upto 320 Centimetres

$\frac{1}{4}$ 4-wheeled van

Upto 662 Centimetres

$\frac{1}{2}$ 4-wheeled van

Upto 832 Centimetres

$\frac{3}{4}$ 4-wheeled van

Upto 1,002 Centimetres

Full 4-wheeled van

Upto 1,561 Centimetres

$1\frac{1}{2}$ 4-wheeled van

Upto 2,103 Centimetres

2 4-wheeled van

Other Gauges—

Upto 472 Centimetres

$\frac{1}{2}$ 4-wheeled van

Upto 635 Centimetres

$\frac{3}{4}$ 4-wheeled van

Upto 798 Centimetres

Full 4-wheeled van

Upto 1,283 Centimetres

$1\frac{1}{2}$ 4-wheeled van

Upto 1,768 Centimetres

2 4-wheeled van

Haulage of non-postal vehicles

1606. Charges for haulage of non-postal vehicles will be levied half yearly at rates to be notified by the Railway Board from time to time. A bogie will be treated as two 4-wheelers. Charges for part accommodation provided in non-postal vans shall be calculated as follows :—

Length of compartment provided
for the use of the Posts and
Telegraphs Department in the
old type of non-postal vans

Rate to be charged
as per

Broad Gauge—

Upto 174 Centimetres

$\frac{1}{6}$ van

Upto 175-244 Centimetres

$\frac{1}{4}$ van

Upto 245-310 Centimetres

$\frac{1}{3}$ van

Upto 311-389 Centimetres

$\frac{2}{5}$ van

Upto 390-503 Centimetres

$\frac{1}{2}$ van

Upto 504-605 Centimetres

$\frac{2}{3}$ van

Upto 606-676 Centimetres

$\frac{3}{4}$ van

Upto 677-780 Centimetres

$\frac{5}{6}$ van

Upto 781-887 Centimetres

1 van

Any accommodation over 887 centimetres will be charged for in the proportion shown above as applicable to actual length in question.

Other Gauges—

Upto 140 Centimetres

$\frac{1}{5}$ van

Upto 141-203 Centimetres

$\frac{1}{4}$ van

Upto 204-216 Centimetres

$\frac{1}{3}$ van

Upto 217-259 Centimetres

$\frac{2}{5}$ van

Upto 260-335 Centimetres

$\frac{1}{2}$ van

Upto 336-411 Centimetres

$\frac{2}{3}$ van

Upto 412-447 Centimetres

$\frac{3}{4}$ van

Upto 448-493 Centimetres

$\frac{5}{6}$ van

Upto 494-584 Centimetres

1 van

Any accommodation over 584 centimetres will be charged for in the proportion shown above as applicable to actual length in question.

Length of compartment provided for the use of the Posts and Telegraphs Department in the new type of non-postal vans	Rate to be charged as per
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Broad Gauge—

Upto 216 Centimetres	1/6 van
Upto 217-305 Centimetres	¼ van
Upto 306-389 Centimetres	1/3 van
Upto 390-485 Centimetres	2/5 van
Upto 486-630 Centimetres	½ van
Upto 631-757 Centimetres	2/3 van
Upto 758-846 Centimetres	¾ van
Upto 847-975 Centimetres	5/6 van
Upto 976-1,107 Centimetres	1 van

Any accommodation over 1,107 centimetres in length will be charged for in the proportion shown above applicable to the actual length in question.

Length of compartment provided for the use of the Posts and Telegraphs Department in the new type of non-postal vans	Rate to be charged as per
--	---------------------------

Other Gauges—

Upto 218 Centimetres	1/5 van
Upto 219-318 Centimetres	¼ van
Upto 319-338 Centimetres	1/3 van
Upto 339-406 Centimetres	2/5 van
Upto 407-526 Centimetres	½ van
Upto 527-645 Centimetres	2/3 van
Upto 646-701 Centimetres	¾ van
Upto 702-772 Centimetres	5/6 van
Upto 773-917 Centimetres	1 van

Any accommodation over 917 centimetres in length will be charged for in the proportion shown above as applicable to the actual length in question.

Adjustment of Charges for the Haulage of Vehicles

1607. Except in the case of temporary additional accommodation required for periods not exceeding two months, which will be requisitioned for as such and paid for quarterly as for occasional despatches as prescribed in para 1620, charges for the haulage of vehicles (Postal vans as also those in which accommodation is reserved for the

conveyance of mails) will be adjusted for the six months on the basis of the actual space allotted on the 21st January and 21st July of each year or on such dates as may be mutually agreed upon. It is to be assumed that the actual service inclusive of distance, rendered on these dates is constant throughout the six months.

Billing of charges for the haulage of postal vans and other coaching vehicles (i.e., non-postal vehicles) in which accommodation is reserved for conveyance of mails.

1608. (a) Returns of reserved accommodation supplied to the Postal Department on 21st January and 21st July each year (or on such other dates as may be mutually agreed upon between the Divisional Railway Manager and the Postal Department) must be submitted by the concerned stations to the Divisional Railway Manager within 3 days of the said dates in the proforma given below. The standard space allotted in postal vans or length of compartments provided in non-postal vehicles for the carriage of mails must invariably be shown in the returns to enable the Traffic Accounts Office to work out the charges correctly.

(b) The information contained in the returns will be consolidated into a statement in the Divisional Office and submitted to the Traffic Accounts Office, half-yearly, latest by the middle of August and February in respect of selected dates 21st July and 21st January respectively mentioned above. When, however, any dates other than 21st January and 21st July are selected, dates for submission of the half yearly statement by the DRM to the Traffic Accounts Office may be suitably altered, care being taken to ensure recovery of the charges from the Postal Department within the same financial year.

STATEMENT SHOWING RESERVED ACCOMMODATION SUPPLIED TO THE POSTAL DEPARTMENT FOR THE HALF YEAR ENDING.....

S. No.	Name of station Number of trains				Particulars of vehicles			Length portion of compartment allotted to Postal Department	Remarks
	From	To	Up	Down	No. on vehicle	Description of vehicle	Proportion of space allotted to the Postal Deptt.		
1.									
2.									
3.									
4.									

Procedure for daily conveyance of mails under the "Weighment System"

1609. The mail bags will be made over to the Station Master by the Postal Department with mail lists in duplicate. These lists will show the number of mail bags to be despatched and will be signed by the despatching agent of the Postal Department. The Station Master should compare the bags with the entries in the lists in the presence of the despatching agent, and if the bags are in good condition with seals intact, he should sign one of the mail lists and return it to the despatching agent and retain the other list for record at the station.

1610. The mail bags will be entered in a separate guidance (luggage and parcels summary) of the train by which they are despatched and the Guard will sign for them in the station copy of the guidance.

1611. At destination the Station Master should take over the bags from the Guard and sign for them in the guidance. These bags will then be entered in a separate parcels delivery book set apart for the purpose and the signature of the Postal Official who takes delivery of the bags will be obtained in it.

1612. The charges for regular daily despatch of mail bags carried under the "Weighment System", as mentioned in Paras 1609 to 1611 above, will be levied at rates notified by the Railway Board from time to time.

Mail Bags carried by Mail Peons

1613. Mail bags carried by mail peons travelling on season tickets will be treated as regular daily service and charged under the half-yearly weighment system. Such bags should, therefore, be weighed on the days specified in para 1607 and their weight along with that of other mails should be recorded in the mail lists in the manner indicated in para 1615. The following endorsement should also be made on the season tickets issued to such mail peons : ♦

"Mail bags with the holder which are included under the Weighment System will be carried without any extra charge."

Adjustment of Charges for the Daily Conveyance of Mails

1614. The adjustment of charges for the daily conveyance of mails will be made by the Traffic Accounts Office for six months in the same way as for the haulage of vehicles.

1615. In order to determine the weight for the purpose of half-yearly adjustments, the mail bags offered for conveyance on the dates mentioned in para 1607 will be weighed by a responsible official of the Postal Department in the presence of the Station Master. On these dates, the mail lists will be prepared in triplicate by carbon process. The weight of the bags or parcels will be recorded on the mail lists under the signature of the Station Master and of the official of the Postal Department. The half-yearly charges will be calculated in the Traffic Accounts Office on the total weight thus recorded on the mail lists. The original and duplicate copies of the mail lists will then be made over to the Station Master who will retain one copy at his station for record, and send the other to the Divisional Railway Manager for transmission to the Traffic Accounts Office with the half-yearly statements referred to in para 1616.

Note. ♦ If 21st January or 21st July happens to fall on Saturday, Sunday or Monday, the Wednesday following these days will be the statistical day for preparation of returns.

1616. Each Divisional Railway Manager will furnish to the Accounts Office half-yearly statements of mail bags and parcels carried under the "Weighment System" in the following form to enable that office to prefer bills against the Postal Department.

STATEMENT SHOWING MAIL BAGS AND PARCELS CARRIED UNDER THE WEIGHMENT SYSTEM FOR THE POSTAL DEPARTMENT FOR THE HALF YEAR ENDING.....

S. No.	Name of station	Nos. of trains	No. of bags or parcels	Weight*	Remarks
--------	-----------------	----------------	------------------------	---------	---------

.	From	To	Up	Down		Quintals	Kilograms	.
1	2	3	4	5	6	7	8	9

*Fractions of 10 kg. will be taken as 10 kg.

Rebate to the Postal Department on account of Interruptions

1617. A rebate on a pro-rata basis will be allowed to the Postal Department from the total amount payable by them to the Railway Department on the basis of the services rendered on the Statistical day. viz., 21st January and 21st July (or such other days in each half-year as may be mutually agreed upon), when Postal Mails cannot be conveyed by railways due to interruptions caused by breaches or accidents or any other cause, subject to the following conditions :◆

(a) no rebate will be allowable except in cases where through communication is broken and the mails cannot be carried through, for period of more than fourteen consecutive days;

(b) in cases where lines are breached and reopened for traffic in sections, rebate will be allowable only for those sections which are interrupted for more than fourteen consecutive days:

(c) for the purpose of calculating the rebate the amount shall be based on the distance between the points on either side of the interruption upto which the railway is earning passengers and other coaching traffic, except in cases where the Postal Authorities and the Railway Administration concerned agree that it would be preferable to earn- the mails only upto some point a greater distance from the interruption in which case the distance shall be calculated from that point;

(d) if the period for which a rebate is to be allowed falls over two half-years (e.g.. from 20th September to 5th October), the calculations as to the weight of bags or space reserved for Postal Department will be made on the basis of the last previous Statistical day. or on such other days as may be mutually agreed upon

(e) when mails are not carried on the Statistical day on account of breaches. & c. the service to be paid for during the succeeding half-year shall be based on the actual space allotted or weight carried on the day the service is resumed, or on such other days as may be mutually agreed upon:

(f) the Postal Department will not ask railway to bear any portion of the cost incurred in transporting mails by other means when the usual railway service cannot be utilised, and

(g) when mails have to be diverted to an alternative longer route due to breaches &c, the Postal Department shall pay according to the actual longer distance over which the

mails are carried, when such diversion extends over a period in excess of fourteen consecutive days.

(h) Details of postal traffic affected by breaches will be communicated by the Station staff to the Divisional Office for onward transmission to the Traffic Accounts Office.

Conveyance of Mail Bags as Occasional Despatches

1618. Occasional despatches of mail bags, not covered by the daily service will be accepted when tendered with mail lists in duplicate and booked in the same way as ordinary parcels. The maximum weight for despatch is restricted to two quintals in such cases. However, the usual Railway Receipt will not be issued and the only Receipt the Postal Department will be given would be the acknowledgement on one copy of the mail list. The other copy of the mail list will be treated as a Credit Note and submitted to the Cash Office with the day's earnings. On arrival at destination, these mail bags will be entered in the inward parcel delivery book in the same way as parcels and signed for by the Postal officials taking delivery. There should be no delay in the delivery of these mail bags at destination.

Rates for Occasional Despatches of Mail Bags

1619. The charges for occasional despatches of mail bags carried under the "Weighment System" shall be levied at rates notified by the Railway Board from time to time.

Adjustment of Charges for Occasional Despatches

1620. The adjustment of charges for occasional despatches of mail bags will be made quarterly by the Accounts Office on bills supported by vouchers before the tenth of the month following that to which the quarter relates.

Charges for Mail Bags of High Officials of Government

1621. Mail bags of High Officials of Government carried in charge of Railway Mail Service Inspectors should be weighed and charged for at the ordinary luggage rates, after allowing the free allowance permissible to the class of ticket or pass held by the official.

1622. The liability of the Railways in regard to loss of/damage to mail bag etc. is the same as in the case of ordinary parcels, as indicated in the Railways Act. 1989 (No. 24 of 1989).

Seals on Mail Bags

1623. The railway official taking over mail bags from the Postal Department should see that the bags are properly sealed. Similarly, the postal Official taking delivery of mail bags from the railway at destination will examine the seals. A certificate to the effect that the seals were intact should be obtained from the latter in the Parcels Inwards Delivery Book.

Carriage in Mail Vans of Articles on Postal Service

1624. The carriage in mail vans of articles on postal service (e.g., forms, stationery-small parcels of stores) labelled as such and properly franked but not registered as parcels in a post office will be permitted without any additional charge.

Unusual Changes in the Despatch of Mail Bags

1625. When a mail bag is presented for the first time to be conveyed daily under the weight system between stations on the line, for which instructions have not been previously issued, the Station Master must accept and despatch it on a written requisition from the postal authorities, duly stamped with the Post Office stamp and signed by the postal official tendering it for despatch. The Station Master must take its weight on the first day and forward the ordinal requisition with the weight noted therein, with a letter giving full particulars to the Divisional Railway Manager endorsing a copy of the letter to the Traffic Accounts Office. Similarly, when the despatch of mails is to be discontinued for which no previous notice has been given by the Divisional Railway Manager, the Station Master must obtain a written notice from the postal official, take the weight of the bag conveyed on the last day, note it on the notice and forward the letter in original, with a letter giving full particulars to the Divisional Railway Manager, endorsing a copy of his letter to the Traffic Accounts Office. The Divisional Railway Manager will summarize the monthly statements received from the stations and send particulars to the Traffic Accounts Office.

Extra Reserved Accommodation for Postal Department

1626. (a) When accommodation in excess of the daily regular service is required by the Postal Department, the postal official concerned will present a requisition, in the prescribed form written out in triplicate. The three copies of the requisition will be dealt with as under; ♦

(i) one copy of the requisition will be made over to the Station Master who will arrange for the additional accommodation required: this copy shall be submitted by the Station Master to the Divisional Office after recording thereon the ♦

(1) number and description of carriage, and

(2) extent of accommodation supplied, i.e., in case a compartment is required, length of the compartment;

(ii) one copy bearing the Station Master's acknowledgement will be made over by the postal official to the Senior Mail Sorter for production en route as an authority for the extra accommodation occupied: at the destination station the Senior Mail Sorter will make over this copy to the Station Master who will enter on it the particulars as in (i) above and submit it to the Divisional Railway Manager;

(iii) one copy will be retained by the postal official for submission to the office of the Superintendent. Railway Mail Service.

(b) At the close of each month, the Divisional Railway Manager will submit to the Traffic Accounts Office all the requisitions received by him ♦

(i) from stations supplying the extra accommodation;

(ii) from stations upto which the extra accommodation was utilized.

The requisitions at (i) and (ii) above will be forwarded duly entered in separate statements in the proforma given below. The requisitions involving through traffic will be entered in separate statements for each category.

STATEMENT OF EXTRA ACCOMMODATION SUPPLIED TO THE POSTAL DEPARTMENT FOR THE MONTH OF.....19.....

Local/Through

S. No	Date on which supplied	Requisition No.	Date	Station From	To	No. & description of train	No. & description of vehicle	Extent of accommodation supplied, i.e., length of compartment allotted to Postal Department	Proportion of space allotted to Postal Department	Kilo-metres	Rate Rs. P.	Amount Rs. P.	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Note — Columns 1 to 11 will be filled in by the Divisional Office, and 12 and 13 will be utilized by the Traffic Accounts Office for calculating the charges.

Date

Office Stamp

Divisional Railway Manager

Division

Ry

CHAPTER XVII

CITY BOOKING OFFICES AND OUT-AGENCIES

City Booking Offices

1701. A City Booking Office is a booking office situated in the city or town so as to the booking of traffic to and from the city or town.

Out-Agencies

1702. An Out-Agency is an office opened in place situated away from railway station in order to facilitate the booking of traffic directly to or from such places.

1703. The opening of Out-Agencies should be encouraged as they are a facility to the travelling and trading public. Any meticulous traffic justification is not really needed for the opening of an Out-Agency. the basic criterion being the availability of a suitable contractor to work the Out-Agency. (See also para 806).

Working of City Booking Offices or Out-Agencies

1704. (a) City Booking Offices or Out-Agencies may be worked departmental or through contractors. A contractor where appointed to work a City Booking Office/Out-Agency should execute an agreement before the City Booking Office/Out-Agency is opened. This agreement should provide for the terms and conditions under which the City Booking Office/Out-Agency will be worked.

(b) When any difficulties are experienced or are anticipated in the working of an Out-Agency by a contractor, either due to lack of properly trained staff or any other reason, the question of working the Out-Agency it self by Railway Staff and giving on contract the work of road transport only should be considered.

Awarding of Contracts

1705. Contractors for working Out-Agencies/City Booking Agencies should be selected by calling for competitive tenders "open" or "limited" according to the circumstances of the case and the contract awarded to the lowest satisfactory tenderer. Other requisites like financial soundness, experience, availability of godowns. trucks, buses, trained man power etc. being equal, preference may be given to Scheduled Castes/Scheduled Tribes tenderer. When, however, no suitable contractor can be obtained by this means and all the tenders received have been rejected, the arrangements should be made to select a contractor by negotiations.

Tenure of Contracts

1706. Contracts should not be awarded for an indefinite period but should be usually limited to 3 to 5 years with a clause for termination in the event of unsatisfactory service, and subject to renewal at the option of the Railway Administration.

Restrictions on calling of Fresh Tenders

1707. Fresh tenders should not ordinarily be called for as long as the working of the

existing contractors is satisfactory and no increase in rates is sought for. If however, it is felt that more suitable rates together with equally good service would be available, the market may be tested and fresh tenders called for.

1708. The instructions in paragraphs 1705 to 1708 apply both to Out-Agency and Street Delivery Contracts, irrespective of whether the Railway Administration participates in the financial showing of the undertaking or not.

Form of Out-Agency Agreement

1709. A Specimen form of agreement for working Out-Agencies appears in Appendix IX. The terms and conditions embodied therein are meant for guidance only and may be relaxed or altered where necessary.

Form of City Booking Office Agreement

1710. An agreement for working a City Booking Office may be provided on the lines of the agreement for working Out-Agencies with such changes as may be considered necessary.

1711. A copy of each agreement should be supplied to the Accounts Office, the Divisional Office and the Station Master of the station serving the City Booking Office/Out -Agency for their guidance.

1712. It should be ensured that the contractors provide an efficient service, observe the rules and regulations laid down by the Railway Administrations for the booking, delivery, invoicing, accountal etc. of traffic and fully comply with all other conditions laid down in the agreement for the working of a City Booking Office/Out-Agency.

1713. In order to safeguard the interest of the Railway Administration, a City Booking Agent/Out Agent should be required to deposit with the Railway Administration adequate security for the satisfactory performance of the contract and to cover the monthly outstandings.

In case of agents having a monthly turnover of over Rs 1 lakh, a Bank Guarantee will be obtained in addition to the security deposit.

The security deposit will be equivalent to one month's turnover of the agency. The Bank Guarantee to be obtained from big agents only, will be for the sum equivalent to the turnover for six months. The necessity for the security deposit arises out of the fact that the Out Agent/City Booking Agent is paid on the basis of invoices or way-bills etc. accounted for in the returns, irrespective of whether the freight charges in their connection have been realised or not. It will be the duty of the Accounts Office to see that the outstanding against the Out Agent/City Booking Agent, at any one time, do not exceed the amount of security deposited for the purpose.

1714. In addition to the fare and freight rates chargeable for carriage of traffic over Railway proper, separate charges are to be levied to cover the carriage of traffic between Railway station and a City Booking Office/Out-Agency, whether served by road or ferry.

1715. When there is any question of opening of Out-Agency, the Railway Administration should give due consideration to the rights and interests of other railways who may be interested in the traffic of the area in which the proposed Out-Agency is situated and should not take action which is likely to prove prejudicial to another railway's interests without prior consultation with the Railway Administration concerned.

1716. Each Railway Administration should publish in its Local Tariffs full particulars of

City Booking Offices and Out-Agencies on its system indicating the names of railway stations by which these are served. The rates and fares leviable, the free allowances permissible on luggage on the road portion, conditions in regard to availability of passenger tickets, full particulars of the outward and inward traffic for which the City Booking Offices/Out-Agencies are open and names of contractors working these City Booking offices/Out Agencies should also be published.

CHAPTER XVIII

SIDINGS

1801. An Assisted/Private Siding is a siding constructed to serve a Government Department, a factory, mill, industry, mine or other private party.

1802. The applicant for a siding should, before sanction is accorded to the construction of the siding by the competent authority, be required to execute an agreement. This agreement should, inter alia, embody the provisions of Paras 1824 to 1838 of the Indian Railways Code for the Engineering Department, as modified from time to time.

1803. A specimen form of agreement for Assisted/Private Sidings appears in Appendix X. The terms and conditions embodied therein are meant for guidance only and may be relaxed or altered wholly or in part, where necessary.

1804. A copy of each siding agreement should be supplied for guidance to the Divisional Railway Manager, the Divisional Accounts Office, the Traffic Accounts Office and the Station Master of the Station from where the siding takes off.

1805. The user of the siding has to pay to the Railway a Siding charge to be fixed by the Railway Administration from time to time for every wagon whether loaded or empty hauled over the siding in each direction.

If a Siding has been provided with complete facilities for direct reception and despatch of trains and such trains do not require to be dealt with at the station from which the Siding takes off/serving station but run through to or from the Siding with railway locomotive or originate from or terminate in the exchange/peripheral yard provided by the siding holder, the Railway Administration shall have the powers of levying freight charges on through distance basis upto the buffer end of the Siding or the farthest point of the Exchange Yard, instead of levying freight charges upto to the serving station and Siding charges for haulage of wagon over the Sidings.

The Siding charges may be revised by the Railway Administration on giving not less than one month's notice to the user of the Siding.

Interest Charges and Maintenance of Assisted Sidings.

1806. The applicant should pay annually to the Railway Administration interest and maintenance charges as follows :

(a) Interest to be charged on the book value, of the portion of the cost of siding borne by the Railway at the prevalent rate of dividend payable by the Railways to the General Revenue as may be fixed from time to time.

(b) Repair and maintenance charges at the rate of 4.50% on the cost of the portion of siding borne by the railway or its present day cost, whichever is higher. For calculating these charges, the cost of the portion of siding borne by the Railway will be revalued every five years in accordance with such general or special orders as may be issued by the Railway Board from time to time. This payment will ordinarily cover the maintenance by the railway of the works paid for by the applicant outside his premises. The maintenance of the works inside the applicant's premises is the applicant's own concern. Railway should, however, ensure that the maintenance of works by the applicant beyond the railway limits conforms to the requisite standard prescribed by the railway. For this purpose railway should undertake periodical inspections and the cost of such periodical inspection should be a charge against the applicant. If, in any case, it is considered desirable that the railway should also maintain works beyond the railway limits, the

railway may undertake maintenance of these works, provided the applicant agrees to pay the required charges to be fixed by the railway.

In case provision of office and residential accommodation for Railway staff posted at the siding becomes necessary directly as a result of providing the facility to the party, the Railway Administration should recover repair and maintenance charges for these structures as an additional charge over and above the percentage charges levied on the Railway's share of the cost.

Fixation and Review of Siding Charges.

1807. Where freight is levied from and to the serving station and separate siding charges are levied for haulage of wagons between the serving station and the siding, the siding charges should normally be fixed on the basis of cost per engine hour and the average time for a round trip from the serving station to the siding and back for placement and/or removal of wagons whether loaded or empty. The charges per trip should be arrived at by multiplying the average time taken for the trip by the cost of engine hour, as per the formula given below:

$$\text{Siding Charge} = \text{Average trip time in minutes} \times (\text{Engine Hour Cost} \diamond 60)$$

The resultant of the above formula will be rounded off to the next higher value to arrive at the net Siding Charge. In case 'average trip time' is less than one hour, the Siding Charge will be levied for a minimum of one hour. Siding Charges for originating station so fixed should be included in the Invoice alongwith freight instead of being separately collected from the siding holder.

(Authority Board's letter No.TC-I/99/214/11 Pt.III dated 14.09.09 and TC-I/99/214/11 Pt.I dt. 25-01-12) ---ACS NO. 19 & 21

The siding charges should be reviewed periodically at intervals of not less than once a year to ensure that they adequately cover the cost of haulage of wagons over the siding.

In the case of sidings where locomotives have to be brought from stations, other than the stations serving a siding, the time taken for bringing the locomotive from the Depot station to the serving station and back should also be taken into account in arriving at the time required for performing the round trip to serve a siding for the purpose of working out the siding charges.

Annual Examination of Earnings of Sidings.

1808. An annual examination should also be made by each Railway Administration of the earnings of all sidings the agreements for which do not provide for lump-sum recoveries of interest and maintenance charges with a view to ensure that sidings which have been unprofitable for a long period and are not likely to bring enough traffic to the railway to justify their retention, are not retained. If the annual review reveals that the earnings from siding charges are not adequate to cover the interest and maintenance charges apart from the cost of working the siding, then the shortfall in interest and maintenance charges should be separately recovered from the siding holder, to ensure that Railway do not incur any loss in working the siding in any particular year. If any

particular siding has been financially unremunerative for some time, a detailed examination in respect of that particular siding should be undertaken in order to see whether it would not be worthwhile to close it down outright. In making such an examination the traffic in any particular year should not alone be considered the controlling factor in deciding whether the siding should be retained or not. If the siding has been giving substantial traffic to the railway generally, and if the fall in the earnings during the period under examination is temporary and is only due to causes like a general depression in a particular trade, it should be considered before its dismantlement is decided upon, whether it would not be profitable in the long run to retain the siding for some time.

Posting of Railway Clerks in Assisted/Private Sidings for tallying Goods.

1809. Railway Administrations are not under any obligation to provide Goods Clerks or other staff for tallying or supervising goods loaded in or unloaded from wagons in Assisted and Private Sidings. Railway Administrations may, however, consider requests for posting Goods Clerks in such sidings provided the owners thereof agree to bear the cost and other incidental charges of such railway staff.

List of Assisted Sidings.

1810. A list of all Assisted and Private Sidings on a railway should be published in the Local Tariffs of the railways. The name of the stations from which the sidings take off together with the names of the firms or other Government Departments using the sidings and the siding charges should also be shown in the tariffs.

Issue of "Said to contain" Railway Receipts

1811. If no Railway staff is provided at a siding or if the strength of railway staff provided is not adequate to check the weight or the number of packages loaded in a wagon, a remark should be recorded in the Railway receipt, by issuing a "said to contain" Railway Receipt. In such cases, the burden of providing the weight or as the case may be, the number of packages stated in the Railway Receipt shall lie on the consignor, consignee or the endorsee.

Goods to be Loaded or Delivered at a Siding not Belonging to a Railway Administration

1812. (1) Where goods are required to be loaded at a siding not belonging to a Railway Administration for carriage by railway, the Railway Administration shall not be responsible for any loss, destruction, damage or deterioration of such goods from whatever cause arising, until the wagon containing the goods has been placed at the specified point of interchange of wagons between the siding and the Railway Administration and a railway servant authorised in this behalf has been informed in writing accordingly by the owner of the siding.

(2) Where any consignment is required to be delivered by a Railway Administration at a siding not belonging to a Railway Administration, the Railway Administration shall not be responsible for any loss, destruction, damage or deterioration or non-delivery of such consignment from whatever cause arising after the wagon containing the consignment has been placed at the specified point of interchange of wagons between the railway and the siding and the owner of the siding has been informed in writing accordingly by a railway servant authorised in this behalf.

Only Private Siding to be provided

1813. New Sidings are to be provided only as private sidings and no new siding is to be

constructed on Assisted Siding terms. The entire cost of the siding including the cost of peripheral yards and facilities such as engine line, reception, despatch, and sorting lines etc. should be borne by the siding owners.

However, if any existing siding which was provided on Assisted Siding terms is required to be extended/alterd, the work can be taken up on Assisted Siding terms provided the cost of recoverable materials to be borne by the Railway is less than Rs. 5 lakhs. In case this cost is Rs. 5 lakhs or above, the work should be carried out on private siding terms.

Facilities to be provided in the Sidings

1814. Proposals for construction of new sidings should be considered on the basis of jointly agreed facilities being developed for handling train loads and on the assumption that the freight trains would directly enter into and exit from private siding without being dealt with at the serving station or in an exchange yard. No exchange yard should be planned. The private siding railway network should be planned, on the basis of integrated peripheral yard inside the premises of the siding holder. Under these circumstances, normally, there should be no need to provide any facilities at the railway stations on account of Addl. traffic being dealt with at the sidings. However, if any additional facilities are needed at any station to start with or subsequently to cope with increased traffic arising in the region, then these should be provided in the normal manner through the Railway Works Programme. The cost of alterations in the station yard arising out of the .construction of a siding shall be borne by the siding owners.

Take-off Point

1815 .All private sidings should normally take off from the crossing station nearest to the party's premises. However, if the party wants to have take-off from the mid section to save the cost of construction of the extra length of the siding required, then the party should pay for the crossing station including its operation and maintenance cost except for the addl. facilities and staff, if any. required exclusively for traffic/factors not connected with the traffic being offered by the siding owner.

Electrification

1816. Private Siding

(a) In the case of new sidings where the line/section is electrified, the entire cost of OHE will be borne by the siding owners, as in the case of Track. Maintenance cost will similarly be borne by the siding owners.

(b) In the case of new sidings, where the line is not electrified, the siding owners shall be required to give an undertaking that in the event of electrification of the line within a period of 10 years, they will bear the full charges of electrification of the siding. Maintenance cost will also be borne by the siding owners.

(c) With a view to expediting the electrification of existing sidings, it has been decided that if financially justified, incentive in the form of sharing of 50% cost by the Railways may be agreed to. In such cases, no departmental charges shall be levied while working out the cost of electrification. The siding agreement shall provide that electrification assets so created shall be taken as jointly owned by the Railway and the party in equal shares. All recurring expenses on account of repairs, maintenance and replacement as and when due, shall be borne entirely by the party since the contribution is only on a one-time basis. If, for any reason, the siding is closed before the assets as created have outlived their normal life span. 50% of the sale proceeds of the release materials shall accrue to the Railways. In case the siding owners do not agree to bear their share of the cost of OHE. the movement to the siding will have to be by Party's own locomotives.

Assisted Sidings

However, in the case of existing sidings provided on assisted siding terms. Railways may bear the cost of retrievable part of the OHE as in the case of track and the cost of non-retrievable portion will be borne by the siding owners. The interest and maintenance charges will be borne by the siding owner as in the case of track.

Carriage and Wagon Facilities

1817. Regular facilities for carriage and wagon examination in the siding premises should be planned only if the level of loading/unloading from the siding is expected to be two or more rakes per day. In such cases, the capital expenditure on construction of sick line/train examination lines (other than on recoverable permanent way material) and cost of staff quarters should be borne by the siding owners, while the Railways should bear the cost of tools and plants consumable stores, cost of recoverable permanent way materials and recurring expenditure on staff involved in normal examination and repairs of rolling stock. However, in the case of sidings dealing with POL and other hazardous commodities and in certain exceptional cases as may be determined by the Railway from time to time, carriage and wagon facilities are to be provided in any case and in such cases, the siding owner shall bear all the expenses for examination, certification, repairs etc. including the cost of staff. In some cases, where traffic level is less than two rakes per day, and some minor facilities for carriage and wagon examination inside the siding premises are considered essential, they are to be provided at Railways' cost.

Rest Room/Running Room

1818. The siding should invariably be planned with rest room facilities at the party's cost for the convenience of the Railway staff working at the siding. However, if running rooms and out-station sheds are considered necessary, these may be provided at the cost of the Railways.

Staff Quarters

1819. Along with the siding. Railway should plan staff quarters for not less than 60% of the strength of Railway staff required for operation and maintenance of the private siding and these should be provided at party's cost. In addition, a dormitory to accommodate upto 15 persons of the Railway staff working at the siding and staying without their families shall also be provided at the party's cost.

CHAPTER XIX

MISCELLANEOUS

Commercial Statistics

1901. The passenger and Freight statistics compiled by railways are designed principally to assist the Chief Commercial Managers in keeping themselves posted with the trends of traffic. These statistics should be intelligently analysed to enable appropriate action to be taken, as necessary, to maximize the earnings and economical utilisation of the available equipment.

Overcrowding in Trains

1902. Every effort should be made to relieve overcrowding in trains.

A regular machinery should be organised by each Railway, to gauge quantitatively the extent of overcrowding in various trains and over different sections. A census of the occupation of trains in relation to the seating capacity thereof should be conducted regularly at a fairly large number of points over different sections of the railway, in a systematic manner, so as to cover the whole Railway once every year.

The results of the periodical census so conducted should be carefully scrutinised and suitable adjustments made in the composition of trains and in the distribution of accommodation in different classes to make the best use of available resources.

Opening of Flag Stations and Train Halts

1903. Flag stations and train halts required for public conveyance may be opened by Railway Administrations in the following circumstances : ♦

(a) Flag station. ♦

(i) when these are financially justified, and

(ii) the proposed site is at least 5 KMs. from the station on either side in the case of non-suburban areas.

(b) Train Halts ♦

(i) when there is financial justification for opening a train halt but not for a flag station, and

(ii) In the non-suburban areas, the site of the proposed halt is at least 5 KMs. from the station/halt on either side.

However, if the new halt is otherwise remunerative, or the loss is upto Rs. 10,000 per annum, but infringes the distance limit of 5 KMs., opening of such a halt may be sanctioned by the General Manager of a Zonal Railway in consultation with the FA & CAO.

1904. If these conditions are not fulfilled, a Flag Station or a Train Halt may still be opened as a passenger amenity, if the Railway Administration is satisfied of the need for doing so on grounds of the volume of passenger traffic. In such cases, however, the Zonal Railway Users Consultative Committee must be consulted and suitable recommendation made to the Railway Board under whose orders alone such halts may be opened.

1905. In opening New Halts, a Railway Administration must be satisfied that the provision of the halt will not involve the railway in leakage of revenue on account of ticketless travel.

Working of Train Halts

1906. The working of Halts should ordinarily be entrusted to reliable contractors permanently living in the locality and doing railway work on a part time basis, such as village post masters, and retired railway servants living in the locality.

An agreement in the prescribed form should be executed by the contractor with the Railway Administration.

Rate of Commission payable to Halt Agents

1907. The Halt Agent should be paid a commission as a percentage of the earnings of the Halt on the following basis: ♦

(i) The ceiling limit of commission payable to Halt Agents shall be upto 15 per cent. However, exact percentage of commission to be given shall be determined/fixed by the Commercial Department of the Railways in consultation with the Finance, keeping in view the workload involved and the sales expected so that the halt agent can get reasonable remuneration for the quantum of work done by him.

(ii) Thereafter, the percentage of commission shall be reviewed whenever the total monthly commission exceeds Rs. 1000 per month in case of stations having halts of 6 trains or less: or exceeds Rs. 1,500 per month in case of stations having halts of more than 6 trains. Railways are empowered to give commission beyond Rs. 1,000 ♦ Rs. 1,500 per month within the upper rate limit of 15% if they find after review that payment of higher commission to the halt agent is justified.

(iii) The minimum commission payable shall be Rs. 400 per month.

Periodical Examination of existing Halts

1908. A periodical examination of existing halts should be made and the possibility of converting such halts into Flag stations, wherever justified should be considered on a programmed basis. The question of closing down where the average number of passengers utilising it is less than 10 per day or whose retention is otherwise not found justified, should also be considered.

Redressal of Public Grievances

1909. (i) Each Railway Administration should provide both in the headquarters Office and in the Divisional Office grievance redressal machinery for dealing promptly with public grievances and their redressal. At the headquarters' level, this machinery will be headed by the Additional General Manager and at the divisional level by the Addl. Divisional Railway Manager.

(ii) Complaint books should be provided in Assistant Station Master's Office, in Refreshment Room, in Restaurants and Dining Cars, with guards of all trains earning Passengers excluding suburban trains and at other suitable places, so that the members of the public may conveniently record their suggestions and register their complaints about the services provided by the railways, including catering and vending services or about the railway staff.

(iii) Complaint books should be properly bound and their pages machine-numbered. The inside top cover of each complaint book should bear the stamp of the Office of issue.

(iv) Suitable boards in English and the local languages should be displayed in waiting rooms, waiting halls and other appropriate places to indicate that a complaint book is available with the Assistant Station Master on duty.

(v) Complaint books in refreshment room, restaurants, etc. should be kept at conspicuous places.

(vi) In the case of complaints against railway staff, it is not necessary to indicate to the complainant the disciplinary action taken against the staff at fault.

(vii) Adequate statistics should be compiled of complaints received, the number enquired into and the average time taken in their disposal. These statistics should be periodically studied and appropriate action taken to ensure that each registered complaint is disposed of within a reasonable time.

(viii) Complaint books at stations should be scrutinised by inspecting officials and officers whenever they inspect the station.

(ix) The functioning of the public grievances machinery should be reviewed every month and a monthly progress report should be submitted to the Railway Board. The report should cover the following items: ♦

(a) highlights of the month:

(b) cause-wise analysis and comments on the same;

(c) disposal position of grievances;

(d) redressal of grievances figuring in newspapers:

(e) position of cases filed under the Consumer Protection Act;

(f) punishment imposed against erring staff;

(g) position of personal hearings given to complainants; and

(h) important measures taken regarding redressal of public grievances and reduction of public complaints.

Loss of Revenue through Misdeclaration or under Weighment of Consignment

1910. Adequate machinery should be provided by Railway Administration to check consignments at destinations with a view to preventing leakage of revenue through misdeclaration or underweighment of consignments.

A suitable percentage of the total inward consignments to be subjected to such checks should be laid down. Surprise checks should also be conducted by Inspectors and Officers of the Commercial Department. Statistics showing the result of these checks should be compiled with a view to obtaining an idea of the extent of loss of revenue caused on account of misdeclaration and underweighment and to exploring ways and means for effecting further improvement.

Frauds

1911. In dealing with cases of fraud and embezzlement by railway staff, the provisions of Chapter XI of the Indian Railway Financial Code. Volume I (First Edition, 1982) should be borne in mind.

Safe Custody of Money Value Documents

1912. Printed or other tickets, railway receipt books and other similar documents must be kept in safe custody.

Destruction of Records

1913. The periods for which station and other records connected with commercial working are to be preserved should be prescribed by the General Manager. For the preservation of records of initial accounts and other records as may be connected with the accounts rendered to the Accounts Department, the periods should, however, be prescribed in consultation with the Financial Adviser and Chief Accounts Officer. The periods upto which the records of the Accounts Offices are to be retained are detailed in Appendix IX of the Indian Railway Code for the Accounts Department, Part I, 1984

APPENDIX I

Powers of General Managers in Commercial Matters

(Para 103)

Note : The powers of the General Manager in financial and other matters are detailed in Appendix 11 to Chapter V of Indian Railway Financial Code. Volume I. These powers were liberalised and revised vide Board's letter No. F(X)II/86/PW/6 dated 5-5-1987. The powers notified in this letter, as revised from time to time, are given below so far as they pertain to Commercial matters.

1. In supersession of existing orders on the subject, the President is pleased to make the following rules specifying the areas in which the General Managers may not sanction expenditure or deal with other matters without previous sanction or the higher authority.
2. Subject to the observance of these rules, the General Managers shall have powers to sanction expenditure and to delegate their powers to authorities subordinate to them along with powers to re-delegate them to lower authorities.
3. Any delegation or re-delegation of powers by the General Managers to authorities subordinate to them should be made only in consultation with the Financial Adviser and Chief Accounts Officer of the Railways and will be subject to the existing codal provision as well as other regulations/instructions issued by Railway Board from time to time. In the event of a difference of opinion between the General Manager and the Financial Adviser and Chief Accounts Officer, the matter should be referred to Railway Board for orders.
4. The exercise of the powers delegated shall be subject to existing Code Provisions. Rules and Regulations as well as restrictions imposed from time to time by Railway Board in the context of economy in expenditure or otherwise.

RULES

5. The previous sanction of the higher authority is necessary.
 - (i) To the refund of fare and freight, otherwise than in accordance with relevant Tariff Rules, in excess of Rs. 20,000 in each case.
 - (ii) To the write-off of amounts due to the Railways, otherwise than when they are irrecoverable, in excess of Rs. 10,000 in each case.

Note : Items (26) and (27) do not apply to wharfage, demurrage, storage and lost property charges which may be written off or refunded by Railway Administration without the sanction of higher authority.

- (iii) (a) to the filing or defending of an appeal in the Supreme Court;
(b) to the engagement of a Railway Counsel on scale of fees higher than that prescribed by Ministry of Law and Justice;
(c) to the engagement of counsel at more than Rs. 1,050 per day in Supreme Court or in any of the High Courts or at more than Rs. 750 per day elsewhere;
(d) to payment of fees in excess of scales of fees fixed by the High Courts concerned.

(iv) (a) to the payment of arbitration fees to private persons in excess of Rs. 5,000 in each case.

Note: The circumstances under which such appointment of private persons has been made should, however, be brought to the notice of the Board.

(b) to the payment of contribution/subscription to a medical institution, if medical aid is rendered by such institution to Railway employees, in excess of Rs. 1,000 per annum.

(c) to the payment of contribution or subscription to a professional institution in excess of Rs. 2,500 per annum in each case.

Note : (1) The General Manager will have full powers for payment of fees to surveyors engaged for the assessment of the value of damaged consignments.

(2) In respect of any item for which no scale has been laid down in any of the extent orders, the Railway Administration shall have no powers.

(v) To the payment of compensation in cases of Railway accidents, otherwise than as specified below:-

(a) Ordinary Passengers (including Government servants, other than those specified in category (b) below and their dependents).	In accordance with Rules framed by the Central Government under Section 129 of the Rly. Act. 1989.
(b) Military men, being or travelling on military duty,	No powers. All cases to be submitted to the higher authority.
(c) Compensation to public (other than Railway passengers) for injury to person or damage to property caused by accidents as a result of negligence or carelessness on the part of Railway.	Upto Rs. 10,000.
(d) Claims decreed by a Court of Law.	Full powers to pay any sum so decreed.
(e) Claims settled out of court with advice of Law Officer of Government.	Upto Rs. 25,000 in any single case.
(vi) To the payment of claims, otherwise than as specified below or claims for compensation other than those relating to goods lost or damaged and those arising out of Railway accidents❖	
(a) Claims settled out of Court	Upto Rs- 10'000 in each case.
(b) Claims decreed by a Court of Law.	Full powers subject to the condition that particulars of cases involving expenditure of more than Rs. 25,000 in each case should be reported to Railway Board for information.
Note: The powers under item vi(a) above should not be re-delegated to subordinate authorities.	
(vii) Claims settled by arbitration award against any dispute arising out of a contract.	Full powers, subject to the conditions that the Railway Board should be informed of the details❖
.	(a) Where payment to a contractor as

	<p>a result of the arbitrator's award exceeded by more than Rs. 50,000 of the amount considered due by the Railway Administration before the arbitration proceedings began;</p> <p>(b) Where deficiencies in the General conditions of contract or of procedure laid down by the Railway Board came to light.</p>
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Note : The powers under item (vii) above should not be re-delegated to authorities below the level of HODs.

(viii) To the write off of irrecoverable losses of cash, stores, tools and plant♦

(a) exceeding Rs. 1 lakh in value when a Railway employee is in any way responsible for the loss.

(b) exceeding Rs. 2 lakhs in value when a Railway employee is not in any way responsible for the loss.

Note : (1) Every important case of loss should be brought to the notice of the Railway Board, as soon as possible, after its discovery. When the loss involved does not exceed Rs. 50,000 the case need not be reported unless it represents unusual features or reveals serious defects in procedure.

(2) Inefficient balances under Suspense Heads not exceeding Rs. 1 lakh can also be written off by the General Manager.

(ix) The powers of the General Managers in the matter of quoting station to station rates etc. are contained in Chapter II of this Code.

APPENDIX II

List of Subjects Dealt with by Commercial Department

(Para 106)

1. Acceptance and booking of traffic.
2. Alarm chains ♦ Prosecutions for improper use.
3. Assessment of requirements for additional services, such as extra trains, air-conditioned services etc.
4. Assisted and private sidings.
5. Bedding Sets ♦ Supply of.
6. Budget ♦ Earnings.
7. Catering and Vending arrangements.
8. Census of passengers.
9. Concessions.
10. Civil bans. etc. on the movement of traffic.
11. Claims for compensation ♦ Settlement of.
12. Claims ♦ Prevention of.
13. Claims ♦ Conduct of cases on Railway Claims Tribunals.
14. Clarification and interpretation of rules in Tariffs.
15. Classification of commodities for the purpose of charging.
16. Collection and Delivery Services.
17. Commercial Committee Meetings.
18. Commercial advertising and publicity.
19. Computerisation of reservation, claims. RR's etc.
20. Conference Rules.
21. Concession Orders.
22. Container traffic.
23. Customs Examination ♦ Rules and regulations for.

24. Delivery of traffic.
25. Disposal of unclaimed articles.
26. Distance limits in booking of passengers by passenger carrying trains.
27. Drinking water arrangements.
28. Forged Railway Receipts, etc.
29. Frauds, thefts, loss and misappropriation of Station cash.
30. Handling contracts for Goods and Coaching Traffic.
31. Haulage and hire charges for rolling stock.
32. Hours of business at stations and goods sheds.
33. Imprest cash at stations.
- 3 4. Lease of plots at stations (Commercial purposes).
35. Licensed Porters.
36. Loading, unloading, labelling, sealing and rivetting of wagons.
37. Loss of documents ♦ Notifications in Gazette to prevent fraudulent use.
38. Lost Property Offices.
39. Lump sum Rates ♦ quotation of.
40. Marketing & Sales.
41. Mela traffic ♦ Arrangements for.
42. Military Warrants.
43. Minima weights for registration of wagons.
44. Misdeclaration of goods.
45. Nominated loading.
46. Offensive goods, contraband articles, explosives and dangerous goods.
47. Open delivery of goods and parcels and assessment of damages.
48. Opening or Closing of stations for public traffic.
49. Opening of Halts and Flag Stations.
50. Out Agencies & City Booking Agencies.
51. Outstandings at stations.

52. Overcharges ♦ Goods and Coaching.
53. Parcel Trains ♦ Justification for running of.
54. Passenger amenities.
55. Pilgrim, terminal, octopi and other taxes ♦ Rules for levy of.
56. Platform passes and tickets.
57. Provision of cranes and weighbridges at stations ♦ Justification for.
58. Public complaints & grievances.
59. Railway Honorary and Stipendary Magistrates.
60. Railway Rates Tribunal ♦ Preparation of cases for.
61. Rates and Fares.
62. Rebooking of goods and parcels.
63. Refunds of fares and freights.
64. Remittance of cash.
65. Research, Development and Canvassing of traffic.
66. Reservation of seats, berths and compartments.
67. Retiring rooms at stations ♦ Allotment and maintenance of.
68. Returns ♦ Preparations & timely submission of.
69. Reweighment of consignments.
70. Road-rail Co-ordination and Road competition.
71. "Said to contain" receipts ♦ Issue of and framing of rules for.
72. Season tickets.
73. Special Rates ♦ Quotation of.
74. Standard weights and measures.
75. Stands at stations for carts, cycles, motor cars. etc.
76. Station Accounts & submission of returns.
77. Stations ♦ Change in name of.
78. Stock of tickets ♦ Indenting and maintenance of.
79. Tariffs ♦ Goods, Coaching. Military & Red
80. Telephones, public at stations ♦ Installation of.
81. Ticket checking organisation ♦ Control of.

82. Tourist Traffic and Tourist Agencies ♦ Development of.
83. Tracing of consignments.
84. Traffic Surveys for opening of new lines.
85. Tranship Sheds ♦ In respect of:
- (i) Documentation and blending of consignments,
 - (ii) Preparation of appropriate through and collecting road vans, ensuring the best possible loads for farthest points,
 - (iii) Full utilization of the transshipment capacity made available by Traffic Transportation.
86. Unclaimed, unconnected and undelivered goods and parcels.
87. Undercharges ♦ Goods and Coaching.
88. Wagon registration fees ♦ Refund of.
89. Wagon sheets, ropes and breast bars ♦ Control and distribution of.
90. Waiting Rooms ♦ Maintenance of.
91. Wharfage and Demurrage.

APPENDIX III

MINISTRY OF RAILWAYS (Railway Board)

NOTIFICATION

New Delhi, the 26th June. 1990

G.S.R. 600(E). ♦ In exercise of the powers conferred by sub-section (I) of Section 48 of the Railways Act, 1989 (24 of 1989) and in supersession of the Railway Rates Tribunal Rules, 1959. read with Section 22 of the General Clauses Act. 1897 (10 of 1897) the Railway Rates Tribunal, with the previous approval of the Central Government, hereby makes (he following regulations, namely : ♦

RAILWAYS RATES TRIBUNAL (PROCEDURE) REGULATIONS, 1990

1. Short title and commencement. ♦ (1) These regulations may be called the Railway Rates Tribunal (Procedure) Regulations. 1990.

(2) They shall come into force on the dale of commencement of the Act.

2. Definitions. ♦ In these Regulations, unless the context otherwise requires.

(a) 'Act' means the Railways Act. 1989 (24 of 1989);

(b) 'Appendix' means Appendix to these Regulations;

(c) 'Applicant' means the Railway Administration making application under Section 45;

(d) 'Chairman' means Chairman of the Tribunal;

(e) 'Code' means the code of Civil Procedure, 1908 (5 of 1908):

(f) 'Complainant' means a person making a complaint under Section 36;

(g) 'Intervener' means any person allowed to intervene in a proceeding with the leave of the Tribunal;

(h) 'Member' means Member of the Tribunal;

(i) 'Pleading' means a complaint under Section 36, an application under Section 45. the answer to any of these by the respondent, a reply to the answer wherever allowed or directed by the Tribunal and includes the grounds of support of objections, as the case may be, filed by an intervener;

(j) 'Proceeding' means proceeding before the Tribunal;

(k) 'Reference' means a reference to the Tribunal by the Central Government under Section 39;

(l) 'Representative' means any person duly authorised in writing and includes a legal practitioner within the meaning of Advocates Act, 1961 (25 of 1961);

(m) 'Respondent' means any person impleaded as a party in a complaint under Section

36 or in an application under Section 45;

(n) 'Secretary' means, the person who for the time being is discharging the functions assigned under these Regulations and such other functions as may from time to time be directed by the Tribunal and includes an Assistant Secretary and any other officer appointed by the Tribunal to discharge the functions of the Secretary;

(o) 'Section' means a section of the Act;

(p) 'Tribunal' means the Railway Rates Tribunal constituted by the Central Government under Section 33.

(q) Words and expressions used herein and not defined but defined in the Act, shall have the meaning respectively assigned to them in the Act.

(r) Words and expressions used herein and not defined either in these Regulations or in the Act, shall have the meanings respectively assigned to them in the General Clauses Act, 1897 (10 of 1897);

3. Typographical specifications. ♦ All pleadings, affidavits and interlocutory applications and copies thereof presented to the Tribunal shall be typewritten, or printed fairly and legibly on substantial white foolscap folio paper, with a left hand margin at least 4 cm wide and a right hand margin about 2)5 cm wide and separate sheets shall be stitched together. The type-script or printing shall be on one side only of the paper, and be divided into paragraphs numbered consecutively. Dates, sums and numbers shall be mentioned expressly in figures.

4. Appointment of representative. ♦ (1) A party to the proceeding may appoint, in writing, any person as his representative to appear, act and be heard on all occasions before the Tribunal:

Provided that such appointment shall take effect only from the date on which the appointment order is filed with the Secretary :

Provided further that no Member of the Tribunal who has held office as such member shall be appointed as a representative.

(2) Any such appointment or terms of appointment of representative may be revoked or varied by the party appointing him by a declaration in writing :

Provided that such revocation or variation shall not take effect unless it is filed with the Secretary.

(3) The provisions of Order III of the First Schedule of the Code shall, insofar as may be apply to the representatives.

5. Authentication of documents, appearance and acting. ♦ A document may be signed, appearance made or act done:

(a) in the case of a firm, by any of its partners;

(b) in the case of a body corporate, association or authority, by its Chairman, President, Managing Director, General Manager or Secretary, as the case may be;

(c) in the case of a railway administration, by the General Manager or the Chief Commercial Manager or any Head of the Department concerned of that railway

administration; and

(d) in the case of the Central Government by a Secretary or a Joint Secretary or a Deputy Secretary or an Under Secretary to that Government and in the case of Ministry of Railways (Railway Board) by the Secretary or the Joint Secretary or the Deputy Secretary or an Executive Director or a Director. Joint Director or Deputy Director in the Railway Board.

6. Verification. ♦ (1) Every pleading shall be verified at the foot by the party or by one of the parties to the pleading or by some other person proved to the satisfaction of the Tribunal to be acquainted with the facts of the case.

(2) The person verifying shall specify by reference to the numbered paragraphs of the pleading what he verifies on his own knowledge and what he verifies upon information received and believed to be true.

(3) The verification shall be signed by the person making it and shall state the date on which and the place at which it was signed.

(4) Where the verification is by some person other than the party, his name and address shall be given underneath his signature.

7. Presentation. ♦ Unless otherwise specially provided, all pleadings and documents, applications and communications intended for the Tribunal shall be presented to the Secretary at the Headquarters of the Tribunal or despatched to him by registered post acknowledgement due.

8. Time for presentation. ♦ (1) Pleadings and other documents, required or directed to be filed within a certain time, shall be filed at the Tribunal's office within that time.

(2) The date of receipt at the office of the Tribunal shall be taken as the date of filing.

9. Service of notice and summons. ♦ (1) Unless otherwise directed by the Tribunal or the Secretary's notices and summonses to the parties or witnesses as the case may be, shall be served by registered post acknowledgement due to the address furnished to the Tribunal.

(2) A notice to a party may also be served on the representative.

10. Initiation of proceeding. ♦ Every proceeding before the Tribunal shall be initiated by a complaint under Section 36 or by an application under Section 45 or by a reference under Section 39.

11. Complaint. ♦ (1) A complaint under Section 36 shall be addressed to the Tribunal and shall be in writing signed and verified. It shall set out the name, description and full address of the complainant and if there is a representative for the complainant in the matter, his name and full address shall also be stated.

(2) The complaint shall contain a clear and concise statement of facts, the grounds of complaint, the relief or remedy which the complainant claims and, where a person other than a railway administration is sought to be impleaded as a respondent, it shall also set forth the grounds for impleading him.

12. (1) Joinder of complainants. ♦ Two or more persons having the same interest in the proceeding may join in a complaint, in which case all subsequent proceedings shall be in their joint names.

(2) Where there are more complaints than one. they shall nominate in the complaint either one of the complainants or his representatives as the person on whom any summons or notice may be served for and on behalf of all the complainants.

13. Respondent. ♦(1) Where a complaint is made against a railway administration such railway administration shall be impleaded at the respondent.

(2) Where the complainant has reason to believe that any other person is likely to be materially affected by the relief he is seeking, such person shall also be impleaded as a respondent.

(3) The name, description and address of the respondent shall be given in the complaint and. where a railway administration of the Government railway is the respondent, the provisions of Section 79 of the Code shall apply.

14. Copies of complaint. ♦Every complaint shall be accompanied with twice as many copies as there are parties and three additional copies for the use of the Tribunal.

15. Fee and deposit. ♦With each complaint, the complainant shall pay a fee of Rs. 250 and provisionally deposit of Rs. 150 to meet the charges of the service of notices and other processes and cost of preparation of paper book.

16. Scrutiny and registration of complaint. ♦(1) On receipt of a complaint, the Secretary shall mark on it the date of its receipt and initial it, and he shall thereafter endorse on it a report whether prima-facie the complaint is or is not within the jurisdiction of the Tribunal.

(2) Where the Secretary endorses that the complaint is not within the jurisdiction of the Tribunal he shall lay his report before the Tribunal for orders.

(3) Where a complaint is not in accordance with these regulations or is not accompanied with the necessary fee or deposit, and the complainant does not rectify the defect within the time allowed by the Secretary, the Secretary shall lay it, as soon as possible, before the Tribunal for orders.

(4) The Secretary shall give to the complaints filed, serial numbers according to the order in which they are received by him and enter them in a register specified in Form I of Appendix II.

17. Return of complaint. ♦(1) Where the Tribunal is of the opinion that a complaint is prima facie beyond its jurisdiction it shall direct the Secretary to return the complaint with an endorsement to that effect.

(2) If within 30 days of the receipt of such endorsement, the complainant makes an application to be heard on the question of jurisdiction, the Tribunal shall decide the question after hearing the complainant and such other party as it may consider proper.

(3) The fee paid by the complainant shall be refunded to him if the complaint is returned to him as a result of an order passed under sub-regulation (1).

18. Adding and striking out parties. ♦(1) The Tribunal may, at any stage, either upon or without the report of the Secretary or the application of either party, and on such terms as may appear to the Tribunal to be just order that the name of any party improperly joined, whether as complainant or respondent be struck out or that the name of any person who ought to have been joined, whether as complainant or respondent, or

who may be materially affected by the relief asked for, or whose presence before the Tribunal is considered proper or necessary for adjudication upon the question involved in the complaint, be added Provided however that no person shall be added as a complainant without his consent.

(2) No proceeding shall be defeated by reason merely of misjoinder or non-joinder of parties.

(3) When respondents are added, the complaint and the register shall be accordingly amended; and the complainant shall also file such number of additional copies of his complaint as is equal to twice the number of respondents added.

19. Service notice of complaint. ♦ (1) A copy of the complaint shall be served on each respondent with the seal of the Tribunal and an endorsement by the Secretary requiring the respondent to file his answer to the complaint within 30 days from the date of service, and also stating that, in default of such answer being filed within the said period, the Tribunal may proceed to hear the complaint in his absence and also stating that in such a case, the respondent will not be heard except by leave of the Tribunal and subject to such terms as the Tribunal may deem fit to impose.

(2) In the case of a railway administration, the copy may be served on the General Manager of the railway concerned.

(3) Where the Tribunal is of the opinion that it is necessary in the public interest so to do, a public notice shall also be published, at the cost of the complainant and in the manner ordered by the Secretary of the Tribunal, mentioning the filing of the complaint, names of the parties, brief description of its allegations and relief sought, and calling upon any person wishing to intervene in support of or opposition to the relief sought in the complaint to petition the Tribunal within 30 days of publication of the notice for leave to intervene.

(4) If it is considered that there are persons who are not on the record but have the same interest in the proceeding as the complainant or respondent, that fact should be mentioned in the public notice, and any decision given by the Tribunal after such public notice shall apply to all such persons.

20. Withdrawal of complaint. ♦ (1) The complainant may at any stage after the institution of the complaint withdraw his complaint, and in that case the Tribunal may pass such orders, including orders as to costs, as it may deem fit.

(2) In the case of withdrawal of complaint before the answer is filed, the fee paid by the complainant shall be refunded.

21. Compromise of complaint. ♦ When any complaint is adjusted by a compromise between the parties, both of them shall immediately notify the Tribunal of the same and the Tribunal shall after such notice, if any, as it may consider necessary, pass suitable orders disposing of the complaint.

22. Answer. ♦ (1) The answer shall admit or deny specifically each allegation of fact contained in the complaint and not by a general denial of the grounds alleged by the complainant, and, unless, denied specifically or by necessary implication, an allegation of fact in the complaint shall normally be taken as admitted by the respondent. The answer shall contain a clear and concise statement of the material facts on which the respondent relies and shall raise all grounds of defence.

(2) The answer shall be divided into paragraphs numbered consecutively and signed and

duly verified and is shall set out the name description and full address of the respondent and, if there be a representative acting for the respondent in the matter, his name and full address shall also be stated.

(3) Every answer shall be accompanied with twice as many copies as there are parties and three additional copies for the use of the Tribunal, and a sum of Rs. 150 shall also be deposited to meet the charges of service of notice and other processes and the cost of preparation of paper book.

23. Scrutiny and service of answer. ♦ (1) On receipt of an answer, the Secretary shall mark on it the date of its receipt and initial it.

(2) If the answer is not in accordance with these regulations, or is not accompanied with the necessary deposit, and the respondent does not rectify the defect within the time allowed by the Secretary, the Secretary shall lay it as soon as possible before the Tribunal for orders.

(3) Copies of the answers received from the respondents shall be scaled and initialled by the Secretary and served on the complainant and on such other party as the Tribunal may order.

24. Subsequent pleading. ♦ No pleading subsequent to the answer shall be presented except by the leave of the Tribunal and upon such terms as the Tribunal may deem fit, but the Tribunal may at any time require from any of the parties a reply or additional reply together with twice as many copies thereof as there are parties and three additional, copies for the use of the Tribunal and fix a time for presenting the same.

25. Amendment of pleading. ♦ The Tribunal may at any stage allow any pleading to be amended, or order any matter to be struck out which may tend to prejudice, embarrass or delay the fair hearing of the case, and all such amendments shall be made as may be necessary for the purpose of determining the real questions at issue between the parties.

26. Production of documents. ♦ (1) Unless for good cause shown and on such terms as the Tribunal may deem fit. all documents in possession of a party on which he wishes to rely at the hearing shall be produced by him, along with, the list thereof, on or before such date as may be fixed by the Tribunal for the purpose. He shall file at the same time, as many copies of the documents as there are parties and three additional copies for the use of the Tribunal.

(2) The Tribunal may, at any time, order the production by any party of such of the documents in his possession or power relating to the matters in question as it may deem fit.

27. Interrogatories and discovery. ♦ Any party to the proceeding may apply to the Tribunal for leave to deliver interrogatories in writings for examination of the opposite party, or for an order directing the opposite party to make a discovery of the documents in his possession, and in either case the provisions of order XI of the first schedule of the Code as far as may be. shall apply and such applications may be rejected if they are so delayed as to necessitate an adjournment of the hearing of the case.

28. Inspection of documents. ♦ (1) Either party shall be entitled at any time to give notice to the other party, in whose pleadings or affidavits reference is made to any document, to produce such document for the inspection of the party giving such notice, and to permit him to take copies thereof and the party not complying with such notice shall not afterwards be at liberty to put any such document in evidence on his behalf,

unless he satisfies the Tribunal that he had sufficient cause for not complying with such notice.

(2) All books, documents and other things produced before the Tribunal, whether voluntarily or on requisition, may be inspected by the parties:

Provided that Tribunal may in its discretion refuse publication of such parts of the books, documents or things, produced as the parties may submit to be prejudicial to their interests to publish.

29. Framing of issues. ♦ (1) After the closure of the pleading and the filing of documents, the Tribunal shall call upon the parties or representatives to furnish the draft issues.

(2) The Tribunal shall thereupon frame the issues.

(3) Where the Tribunal is of the opinion that the issues cannot be correctly framed without the examination of some person not before it or without the inspection of some documents not produced, it may, subject to any law for the time being in force, compel the attendance of, or the production of any document, by any person.

30. Examination of parties before hearing. ♦ The Tribunal may, before the hearing of the complaint examine the parties or their representative for the purpose of considering: ♦

(a) the simplification, narrowing down or adjustment of matters in issue between the parties;

(b) the admission or denial by each party of the documents of the others;

(c) the limitation of the number of witnesses;

(d) the procedure at the hearing; and

(e) such other matters as may aid in the speedy disposal of the complaint.

31. Amendment of issues. ♦ At any time before giving its decision, the Tribunal may amend the issues or frame additional issues, as it thinks, fit, or may be necessary, for determining the matters in dispute between the parties, and it may strike out any issue that appears to it to be wrongly framed.

32. Intervener. ♦ (1) On the public notice given under sub-regulation (3) of regulation 19 any person may within the time prescribed in the said sub-regulation petition the Tribunal for leave to intervene in support of or in opposition to the relief sought for in the complaint.

(2) A petition for leave to intervene must set forth the grounds of the proposed intervention, the position and interest of the petitioner in the proceeding, and whether the same is in support of or opposition to the relief sought.

(3) It shall be within the Tribunal's discretion to grant or reject such leave in the light of the provisions of sub-regulation (1) of regulation 18 relating to addition of parties.

(4) If leave is granted, the petitioner shall be impleaded as intervener and notified of the same, and, within 7 days of receipt of such notice, he shall file his pleading which shall conform to the provisions of sub-regulation (2) of regulation 11 or sub-regulation (1) of

regulation 22, as the case may be. He shall also deposit at the same time Rs. 150 to meet the cost of service of notice, other processes and the cost of preparation of paper book and a sum of Rs. 250 if he intervenes in support of the complaint. He shall file twice as many copies of his pleadings as there are parties and three additional copies for the use of the Tribunal.

33. Date of hearing. ♦ After the settlement of the issues the Tribunal shall fix a day, time and place for the hearing of the complaint and communicate the same to the parties concerned.

34. Right of audience. ♦ (1) Any party to a proceeding before the Tribunal shall be entitled to be heard either in person or by his representative.

(2) The Tribunal may permit any person likely to be of assistance to address the Tribunal.

35. Local inquiry and report. ♦ In any proceeding in which the Tribunal deems a local inquiry to be requisite or proper, it may appoint any Railway Officer not below the rank of an Assistant Officer to hold a local inquiry after notice to the parties and to report thereon to the Tribunal. The receipt of the report may be communicated to the parties for filing their objections, if any after making an inspection of the report, within the time fixed, and the Tribunal shall dispose of these objections :

Provided that it may refuse to consider, any objections not filed within the said time. The report shall be treated as part of the evidence in the case. The provisions of Order XXVI of the First Schedule to the the Code shall apply as far as may be, to such local inquiries and reports.

36. Commission. ♦ The Tribunal may at any stage of the proceeding issue a commission for examination of witnesses. The provisions of Order XXVI of the Code shall apply as far as may be to the commissions issued under this regulation.

37. Summons to witnesses. ♦ (1) A party who desires to summon a witness for appearance before the Tribunal or before a Commissioner appointed under regulation 36, shall at least 30 days before the date of hearing, produce a list of persons whose attendance is required, stating the full name, description and address of each person and whether he is required to give evidence as an expert or otherwise or to produce documents, and, in the last mentioned case, specifying the date, if any, and the description of the documents so as to identify them. He shall with such a list deposit the local amount of the allowances to which the said persons are entitled for travelling and attendance before the Tribunal, calculated in accordance with the Rules of the High Court of Judicature at Madras in its ordinary original civil jurisdiction.

(2) Whenever the Tribunal deems it necessary, it may, of its own motion, summon any person to give evidence, or to produce any document in his possession, and pass necessary orders as to the costs of summoning such person.

(3) Witnesses shall be served with summons in accordance with sub-regulation (1) or regulation 9 requiring them to attend or to produce a document at the time and place fixed. If a witness so served fails to attend as required, his attendance may be enforced by recourse to the provisions of Order XVI of the First Schedule to the Code.

38. Further evidence. ♦ The Tribunal may, at any stage of the hearing, call for further evidence on any issue from any party.

39. Preliminary questions of law. ♦ The Tribunal, may, with consent of the parties to

any proceeding or on the application of any party, or of its own motion, order any point of law raised by the pleadings to be set shown for hearing and to be disposed of at any time before the hearing of the complaint. If, in the opinion of the Tribunal, the decision on such point of law substantially disposes of the whole complaint, the Tribunal may make such order as may seem to it to be just and proper.

40. Hearing. ♦(1) Every complaint shall be heard in open Court at the time and place fixed by the Tribunal.

(2) The hearing shall proceed from day today as far as in the judgment of the Tribunal may be practicable and convenient, and the same shall not be adjourned at the instance of a party except for reasons considered sufficient by the Tribunal and on such terms, including payment of costs, as the Tribunal may deem fit.

41. Default of appearance. ♦If the complainant does not appear at the time and place appointed for hearing, the Tribunal may dismiss the complaint or, at its discretion, proceed with the hearing at the instance of an intervener supporting the complaint, and if the respondent does not likewise appear, it may hear and decide the complaint in his absence. If at any adjourned date of the hearing the parties or any of them do not appear, the Tribunal may dismiss the complaint or decide it 'ex prate', as the case may be, or it may dispose of the case in their absence.

42. Re-hearing. ♦(1) When a complaint is dismissed for default, but the complainant satisfies the Tribunal that there was sufficient cause for default, the order of dismissal may, after notice to the opposite party, where necessary, be set aside and the complaint proceeded with upon such terms as to costs or otherwise as the Tribunal may deem fit.

(2) When an 'ex prate' decision has been made, but the respondent satisfies the Tribunal that notice was not duly served on him, or that he was prevented by any sufficient cause from appearing at the hearing, the 'ex pane' decision may be set aside and the case proceeded with upon such terms as to costs or otherwise as the Tribunal may deem fit.

(3) An application for setting aside an order of dismissal of complaint or an 'ex prate' decision shall be made within 30 days of the dismissal of the complaint or the passing of the 'ex prate' decision, as the case may be, unless the Tribunal condones the delay for adequate reasons.

43. Act 1 of 1872 to apply. ♦The provisions of the Indian Evidence Act 1872 (1 of 1872) shall as far as may be, apply to the proceedings :

Provided that the Tribunal may in its discretion, without prejudice to the rights of the parties relax any of its provisions, for securing the necessary evidence inexpensively and expeditiously.

44. Affidavit. ♦(1) The evidence at the hearing of a complaint may be taken either by affidavit or viva voce. or partly by affidavit and partly by viva voce:

Provided that if either party intends to rely on any evidence by affidavit, he shall, at least 10 days before the hearing, deliver or send by registered post to the other party a copy of the affidavit intended to be used, falling which he shall not be allowed to use the same except by special leave of the Tribunal.

(2) Either party may, within 7 days after receipt of a copy of any affidavit intended to be so used, deliver or send. by registered post to the other party, a notice requiring the deponent to be produced at the hearing of die complaint for cross-examination, and unless the deponent is so produced his affidavit shall not be used except by special leave

of the Tribunal.

(3) The Tribunal may at any time for sufficient reason, order that any particular fact may be proved by affidavit, or that the affidavit of any witness may be read at the hearing on such conditions as the Tribunal deems reasonable:

Provided that where it appears to the Tribunal that either party bonafide desires the production of a witness for cross-examination and that such witness can be produced, an order shall not be made authorising the evidence of such witness to be given by affidavit.

(4) An affidavit shall be confined to such facts as the witness is able of his own knowledge to prove, except in interlocutory proceedings, in which statements as to his belief with the grounds thereof may be admitted.

(5) For the purpose of any affidavit to be sworn in any proceeding before the Tribunal, the Chairman may empower any official of the Tribunal to administer an oath to the deponent of the affidavit.

45. Oral evidence. ♦ (1) The oral evidence of a witness shall be taken down in the open court in English under the direction of the Tribunal and the Typewritten copy shall be initialled by the Chairman or by any Member of the Tribunal.

(2) When evidence is given by a witness in a language other than English, the Tribunal may appoint an interpreter who shall take oath or solemnly affirm that he will render the evidence into English correctly. The interpreter shall be paid such fees as may be directed by the Tribunal.

46. Judgment. ♦ (1) The Tribunal after hearing and considering the evidence and arguments shall, give its decision, either at once or as soon thereafter as may be practicable on some future day, and when the decision is to be pronounced on some future day, the Tribunal shall fix a day for that purpose, of which due notice shall be given to the parties or the representatives.

(2) The decision shall be signed by the Chairman and the Members of the Tribunal, and a copy of the operative part of the decision shall be made available to each party.

47. Costs. ♦ (1) The Tribunal may in its discretion order payment of costs of the proceedings by either party to, any other, either in whole or in part. The fact that the Tribunal has no jurisdiction in respect of the proceedings shall be no bar to the exercise of such powers.

(2) The scale of fees admissible for the award of costs for and in connection with the proceeding before the Tribunal shall be shown in the Appendix I.

(3) The bill of costs shall be prepared by the Secretary and attached to the decision of the Tribunal, and a copy thereof shall be sent to the parties. The bill of costs may be corrected by the Secretary or the Tribunal at the instance of any party, if it be necessary to do so.

48. Change in personnel of tribunal. ♦ Where the Tribunal is prevented by a change in its personnel from concluding any proceedings before it the succeeding re-constituted Tribunal may resume the same from the stage at which the previous Tribunal left it, and it may give a decision, or submit a report, written but not given or submitted by its predecessor, and correct the bill of costs relating to a decision given by its predecessor.

49. Rectification of errors. ♦ Clerical or arithmetical mistakes in any decision or order of the Tribunal, or errors arising therein from any accidental slip or omission, may at any time be corrected by the Tribunal either of its own motion or on the application of any of the parties.

50. the Tribunal may at any time, and on such terms as to costs or otherwise as it deems fit, amend any defect or error in any proceedings before it and all necessary amendments shall be made for the purpose of determining the real question at issue raised by or depending on such proceedings.

51. Interlocutory orders. ♦ The Tribunal may pass, vary or set aside, after hearing or 'ex parte' such interlocutory orders, including temporary injunctions, as may be necessary.

52. Enlargement or abridgement of time. ♦ The Tribunal may enlarge or abridge the time limit for doing any act or taking any proceeding upon such terms as the justice of the case may require :

Provided that the period prescribed for applying for setting aside an order of dismissal of complaint or an ex parte' decision, shall not be abridged.

53. Computation of time. ♦ In all cases in which a particular number of days is presented by these regulation ; or in an order passed by the Secretary or the Tribunal, the same shall be reckoned exclusively of the first day and inclusively of the last day. and if the office of the Tribunal is closed on the last day, the time shall be reckoned exclusively of that day also. If on any day on which an act is required to be done by a party and the office is closed on that day, it may be done on the day on which the office next opens.

54. Application, under sections. ♦ These regulations shall as far as may be, apply to the disposal of cases where a railway administration is an applicant under Section 45.

55. Reference. ♦ A reference to the Tribunal for inquiry and report shall be in the form of a letter addressed to the Secretary of the Tribunal and sent by registered post. The letter shall specify, inter alia,

(a) the details of the matter referred to the Tribunal for inquiry and report; and

(b) all information in the possession of the Central Government which that Government may think relevant to the matter before the Tribunal.

56. Public notification of inquiry. ♦ The Tribunal may, at any stage, publish a notification, either generally about the inquiry or about any of the proceeding in connection therewith, to enable the trades or trade associations or persons interested in the matter to submit their memoranda or offer oral evidence at the inquiry.

57. Public inquiry. ♦ At the discretion of the Tribunal, a public inquiry may be held at a time and place announced by public notification.

58. Report of the inquiry. ♦ The report of the inquiry shall be submitted to the Central Government, and that Government may, if it thinks fit, release it to the public.

59. Commissions for inquiry. ♦ For purpose of inquiry, the Tribunal may issue such commissions and summon such witnesses as it may consider necessary.

60. Paper books. ♦ In every case relating to a complaint or an application there shall be

prepared typed paper books of the pleadings, issues, evidence recorded, documents admitted and such other parts of the record as may be specifically ordered to form part of the paper book. As many copies of such paper books shall be prepared as may be required for the Members of the Tribunal and the parties. Cost of preparation of paper books shall be charged at Rs. 1.75 per page in respect of such matter as may be typed in the office of the Tribunal.

61. Working hours of the tribunal. ♦ Except on Saturdays, Sundays and other Public holidays and subject to any order made by the Chairman, the working hours of the Tribunal shall be from 10.30 A.M. to 1.30 P.M. and 2.15 P.M. to 4.30 P.M. and that of the office of the Tribunal shall be from 10.00 A.M. to 1.30 P.M. and 2.00 P.M. to 6.00 P.M.

62. Holidays and vacations. ♦ The Tribunal may observe the same holidays and vacations as that of the Madras High Court:

Provided that the office shall remain open during the vacation and transact its normal business :

Provided further that no extension of time shall be granted merely on the ground that the Tribunal was closed for vacation.

63. Return of documents. ♦ (1) Documents admitted in evidence may after the disposal of the proceedings be returned to the party concerned either by being delivered to him in person or sent to him by registered post acknowledgement due, or by parcel at his risk and cost:

Provided that a document admitted in evidence may be returned earlier if the party applying therefor, delivers to the Secretary a certified copy to substituted for the original and undertakes to produce the original if required to do so.

(2) Where a document is returned to a party by its being delivered to him, a receipt shall be given by the person receiving it.

(3) Documents not admitted in evidence shall not form a part of the record and shall be returned to the parties respectively producing them in the manner provided in sub-regulation (1).

64. Certified copies of record. - Unless specially ordered otherwise by the Tribunal, a party to a proceeding shall be entitled to have certified copies of any part of the record of the proceeding. Such certified copies shall be prepared in the office of the Tribunal and charged at the rate of which certified copies are charged in the Madras High Court.

65. Remittance. ♦ All monies to be paid to or deposited with the Tribunal shall be paid in cash at the office of the Tribunal or remitted by money order in favour of the Secretary; Railway Rates Tribunal, Madras or crossed postal order or crossed bank draft in favour of the Chief Cashier, Southern Railway, Madras.

66. Refund or recovery against deposit. ♦ After the conclusion of a case, the Secretary shall calculate the amount spent out of the deposit made by each party and either return to him the excess or recover from him the deficit, as the case may be.

67. Forms and registers. ♦ The notices to be served and registers and other records to be maintained in the office of the Tribunal shall be as specified in Appendix II.

68. Rules of practice of Madras High Court. ♦ The rules of practice of the Madras High Court, in so far as they are not inconsistent with the Act and these regulations, may

69. Court seal. ♦ The seal of the Tribunal shall be kept in the custody of the Secretary.

K. RAJAGOPAL
Rajagopal

APPENDIX-I

[See regulation 47(2)]

Scale of fees for award of costs in connection with proceedings before the Tribunal

For filing a complaint under Section 36/an application under Section 45 or for intervening in support of a complaint.....

For vakalatnama.....

For filing any other application.....

For service of notice, summons.....

For service of interrogatories.....

For filing any affidavit made outside the Tribunal.....

For injunction petition.....

For making an affidavit before an Officer of the Tribunal/Court.....

APPENDIX-II
FORM-I

REGISTER OF COMPLAINT FOR THE YEAR.....

[See regulation (16) 4]

S. No.	Date of complaint and its receipts	Date of registration	Date of complaint	Name of respondent	Subject matter	Name of intervener	Date of judgment	Operative part of judgment	Date of communication of the operative part to parties	Written Communication of the Court/ Appellate Court/ Supreme Court/ and
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

APPENDIX-II
FORM-II
REGISTER OF APPLICATIONS FOR THE YEAR.....

[See regulation 16(4) and regulation 54]

Sl. No.	Date of application and its receipts	Date of registration	Name of applicant	Name of Respondent	Cross reference to Original proceedings	Name of intervener	Date of judgement	Original part of judgement	Date of communication of operative part to parties	M A
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	

APPENDIX-II
FORM-III
REGISTER OF MISCELLANEOUS/INTERLOCUTORY APPLICATIONS FOR THE YEAR.....

[See regulation 51]

Sl. No.	Date of application and its receipt	Date of registration	Name of the applicant	Name of Respondent	Subject matter	Cross reference Original application
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Name of the intervener	Date of the order	Nature of the order	Date of communications of the order of the parties	Remarks
(8)	(9)	(10)	(11)	

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APPENDIX IV
MINISTRY OF RAILWAYS
(Railway Board)
NOTIFICATION

New Delhi, the 25th October. 1997

, 1990

G.S.R. 620(E). ♦ In exercise of the powers conferred by section 129 of the Railway Act. 1989 (24 of 1989), the Central Government hereby makes the following rules further to amend the Railway Accidents and Untoward Incidents(Compensation) Rules, 1990, namely:-

PRELIMINARY

1. Short title and Commencement : ♦ (1) These rules may be called the Railway Accidents and Untoward Incidents (Compensation) Amendment Rules 1997.

(2) They shall come into force on the 1st day of November, 1997.

2. Definitions: ♦ (1) In these rules, unless the context otherwise requires: ♦

(a) "accident" means an accident of the nature described in section 124 of the Act.

(b) 'Act' means the Railway Act. 1989 (24 of 1989).

(c) "Claims Tribunal" means the Railway Claims Tribunal established under section 3 of the Railway Claims Tribunal Act. 1987 (54 of 1987).

(d) "Schedule" means the schedule to these rules; and

(e) untoward incident means an incident defined in clause (c) of section 123 of the Act.

(2) The words used and not defined in these rules but defined

in the Act shall have the meanings respectively assigned to them in that Act.

CLAIMS FOR COMPENSATION

3. Amount of compensation : ♦ (1) The amount of compensation payable in respect of death or injuries, shall be as specified in the Schedule.

(2) The amount of compensation payable for an injury not specified in Part II or Part III of the Schedule but which, in the opinion of the Claims Tribunal is such as to deprive a person of all capacity to do any work, shall be **rupees four lakhs**.

(3) The amount of compensation payable in respect of any injury (other than an injury specified in the Schedule or referred to in sub-rule (2) resulting in pain and suffering shall be such as the Claims Tribunal may after taking into consideration medical evidence, besides other circumstances of the case, determine to be reasonable.

Provided that if more than one injury is caused by the same accident, compensation shall be payable in respect of each such injury.

Provided further that the total compensation in respect of all such injuries shall not exceed **rupees eighty thousand**.

(4) Where compensation has been paid for any injury which is less than the amount which would have been payable as compensation if the injured person had died and the person subsequently dies as a result of the injury, a further compensation equal to the difference between the amount payable for death and that already paid shall become payable.

(5) Compensation for loss, destruction or deterioration of goods or animals shall be paid to such extent as the Claims Tribunal may, in all the circumstances of the case, determine to be reasonable.

4. Limit of compensation : ♦ Notwithstanding anything contained in rule 3, the total compensation payable under that rule shall in no case exceed **rupees four lakhs** in respect of any one person.

SCHEDULE

(See Rule 3)

COMPENSATION PAYABLE FOR DEATH AND INJURIES**Amount of compensation (in Rs.)****PART I**

For death	4,00,000
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PART II

(1) For loss of both hands or amputation at higher sites	4,00,000
(2) For loss of hand and a foot	4,00,000
(3) For double amputation through leg. or thigh or amputation through leg or thigh on one side and loss of other foot.	4,00,000
(4) For loss of sight to such an extent as to render the claimant unable to perform any work for which eye sight is essential	4,00,000
(5) For very severe facial disfigurement	4,00,000
(6) For absolute deafness	4,00,000

PART III

(1) For amputation through shoulder joint	3,60,000
(2) For amputation below shoulder with stump less than 8" from tip of acromion	3,20,000
(3) For amputation from 8" from tip of acromion to less than 4 1/2" below tip of olecranon	2,80,000
(4) For loss of a hand or the thumb and four finger of one hand or amputation from 4 1/2" below space tip of olecranon	2,40,000
(5) For loss of thumb	1,20,000
(6) For loss of thumb and its metacarpal bone.	1,60,000
(7) For loss of four fingers of one hand	2,00,000
(8) For loss of three fingers of one hand	1,20,000
(9) For loss of two fingers of one hand	80,000
(10) For loss of terminal phalanx of thumb	80,000
(11) For amputation of both feet resulting in end bearing stumps	3,60,000
(12) For amputation through both feet proximal to the metatarsophalangeal joint	3,20,000
(13) For loss of all toes of both feet through the metatarso-phalangeal joint	1,60,000
(14) For loss of all toes of both feet proximal to the	1,20,000

proximal interphalangeal joint	
(15) For loss of all toes of both feet distal to the proximal inter-phalangeal joint	80,000
(16) For amputation at hip	3,60,000
(17) For amputation below hip with stump not exceeding 5" in length measured from tip of great trench-arter	3,20,000
(18) For amputation below hip with stump exceeding 5" in length measured from tip of great trench anter but not beyond middle thigh	2,80,000
(19) For amputation below middle thigh to 4 1/2" below knee	2,40,000
(20)For amputation below knee with stump exceeding 4 1/2"but not exceeding 5"	2,00,000
(21) Fracture of Spine with Paraplegia	2,00,000
(22) For amputation below knee with stump exceeding 5"	1,60,000
(23) For loss of one eye without complications the other being normal	1,60,000
(24) For amputation of one foot resulting in end-bearing	1,20,000
(25) For amputation through one foot proximal to the metatarso-phalangeal joint	1,20,000
(26) Fracture of Spine without paraplegia	1,20,000
(27) For loss of vision of one eye without complications of disfigurement of eye ball, the other being normal	1,20,000
(28) For loss of all toes of one foot through the metatarso-phalangeal joint	80,000
(29) Fracture of Hip-joint	80,000
(30) Fracture of Major Bone Femur Tibia both limbs	80,000
(31) Fracture of Major Bone Humerus Radius Both limbs	60,000
(32) Fracture of Pelvis not involving joint	40,000
(33) Fracture of Major Bone Femur Tibia One limb	40,000
(34) Fracture of Major Bone Humerus Radius Ulna One limb	32,000

Railway Board letter No. 98/TC-III/4/Comml. Code date 07.05.99

{File No. 97/TC-III/86/1}

H.C.Punia, Jt. Secy.(Railway Board)

PPENDIX V

Copy of letter No. 68/W2/AMNI/31 dated 24-3-70 issued by the Railway Board as modified by letter No. 89/LM(B)/2/126 dated 30-3-1990

Subject : ♦ Report of the Railway Catering and Passenger Amenities Committee, 1967 ♦ Revision of norms for Passenger Amenities.

1. It would be recalled that vide their letter No. R-44p/61 dated 10-11-1945, Board laid down certain standards for the guidance of the Railways in regard to provision of certain amenities at stations for Railway passengers. Board have reviewed these norms in the light of the recommendations of the Railway Catering and Passenger Amenities Committee. 1967 and desire that while planning amenities for passengers at stations, the following norms may be followed in future in partial modification of the norms stipulated in their earlier letter referred to above.

2. Waiting Halls

2.1 At small stations, waiting halls should be provided for 45% of the maximum number of passengers dealt with at any one time (excluding mela traffic).

2.2 At large stations the waiting halls should be provided for 30% of maximum number of passengers dealt with at any one time (excluding mela traffic).

2.3 The minimum floor area per passenger catered for in waiting halls (calculated as in 2.1 and 2.2 above) should be 1.304 sq. m. (15 Sq. ft).

2.4 Before undertaking constructions of new waiting halls or extension of the existing waiting halls it should be first considered, whether better purpose could be served by extending or providing platform shelters as already advised in Board's letter No. 59/WI/AMNI/77/10/NRUCC dated 13-7-1961.

3. Platforms

3.1. Cover over platforms

3.1.1. The provision of covers over platforms must depend on climatic conditions, number of passengers and the nature of the traffic dealt with. Normally sufficient area should be covered to enable half the maximum number of passengers dealt with at the station to be accommodated at the rate of 0.557 sq. metre (6 sq. ft.) for each passenger.

3.1.2. At important stations and at suburban stations with intensified traffic, the whole platform should be roofed.

3.1.3. Provision of large-scale covering of platform should, as far as possible, be confined to the following stations as already advised under Board's letter No. 68/WII/MNI/31 dated 23-8-1969 : ♦

(i) Junctions where passengers have to wait for train connections,

(ii) District headquarters stations,

(iii) Cities with a population of more than a lakh,

(iv) Suburban stations,

(v) Stations in a heavy rainfall area, etc.

3.2 Lengthening of platforms : platforms should be long enough to accommodate the longest train normally received.

3.3 Raising of Platforms

3.3.1 Main Line (BG) : The ultimate target shall be to provide high level platforms at all important stations, medium level platforms at less important stations and rail level platforms at unimportant road side stations.

3.3.2 Main Line (MG): Medium level platforms shall be provided at all main line stations where high level platforms can not be justified. Rail level platforms should be provided at unimportant road side stations.

3.3.3 Branch Line (BG & MG): Medium level platforms shall be provided at all important station and rail level platforms at unimportant road side stations.

3.4 Well -maintained platform surface: Provision of Well maintained platform surface is one of the minimum amenities to be provided at all stations including flag stations but excluding halt stations, as already intimated under Board's letter No. 67/W2/AMNI/93 dated 3-7-1968. Any platform surface well maintained with coal ash. moorum or any other suitable material so as to avoid dust in dry weather and mud in rains would meet the requirements,

3.5 Benches : 40 seats per 100 passengers calculated as in para 2.1 and 2.2. above.

4. Other Facilities

4.1 Drinking water : Wherever possible, drinking water should be supplied on platforms by the provision of hydrants at the rate of 4 taps stand pipes per 100 passengers and the minimum number of taps on each platform Should be 4. The taps should be distributed alongside the platforms as to be easily accessible to passengers seated in trains. Snnut taneously 'Gharras' mounted on Wheeled barrows should be available for supplying Water to the passengers sitting in the compartments. The number of barrows would depend on climatic conditions.

4.2 Bathing Facilities

At Non-Suburban Stations:

At junctions or terminal stations where running water is available bathing arrangements should be provided @ one shower per 400 passengers (computed as in para 2.1 & 2.2 above. When the number of showers exceeds one third of the numbers should be provided with doors and reserved for ladies.

At Suburban Stations

Bathing facilities need not be provided.

4.3 Urinals

(1) Urinals may be provided @ one unit per 200 passengers (as computed for waiting halls in para 2.1 & 2.2 of Board's letter No. 68/W2/AMNI/31 dated 24-3-1970).

(2) At Suburban Stations separate urinals, for men and women, may be provided. One third of these should be for ladies.

(3) The urinals may be suitably distributed on platforms and in waiting halls.

4.4 Latrines

Latrines may be provided @ four seats per 200 passengers (as computed for waiting halls in para 2.1 and 2.2 Board's letter No. 68/W2/AMNI/31 dated 24-3-70) subject to a minimum of 4 seats. One third of the seats may be reserved for ladies.

5. Foot-over bridges and sub-ways

Greater care should be exercised in undertaking construction of foot over bridges and subways between forms as already advised under Board's letter No. 68/W2/AMNI/33 dated 5-7-1968, and the following guidelines adopted: ♦

(i) Provision of foot over bridges/subways, where none are in existence, should continue to be guided by the requirement of traffic as higher to fore and the design for the foot over bridges should provide for covering to be made at a later stage time of initial construction depending upon the circumstances of each individual case.

6. Waiting room for upper class passengers

The norms for providing this amenity should continue to be the same as laid down in Board's letter No. 50-B-4145 dated 15th May, 1961 and is summarised below.

6.1 Ordinary non-suburban wayside station

The provision of new upper class waiting room at such station should be considered only, if the number of upper class passengers dealt with is 25 or more per day. If, however, the bulk of the traffic is booked or received by night trains, the provision of the facility in question could be considered even with slightly fewer passengers.

6.2 Suburban Stations

There is hardly any need to provide such a facility on these stations as a much heavier traffic could be dealt with, without this facility.

6.3 Junctions and terminal stations

The facility should be based on the volume of traffic changing over and the time the passengers have to wait.

7. Retiring Rooms

The provision of retiring rooms at stations should be made where a minimum of 40% occupation can be expected as indicated in the Board's letter No. 68-TGII/14012 RC PAC dated 21-6-68.

8. Booking Offices

The yardstick for the opening of extra booking windows should be 800 tickets per 8 hours shift, i.e. 100 tickets per hour. The booking facilities available at stations should be reviewed from time to time and Railways may make exceptions and alter the yardstick for individual stations after taking into account the workload and conditions of

traffic during peak hours and other local factors, in order to eliminate long queues at the booking windows.

At large stations, provision of booking windows reserved for women should be considered.

9. Maximum number of passengers

This maximum number of passengers dealt with at any one time for the purpose of provision of passenger amenities should be arrived at on the basis of the actual number of tickets sold or collected during an average busy period in which there is no unusual rush due to melas or fairs.

10. Minimum basic amenities

Board would like to reiterate that every effort should be made to provide the minimum basic amenities at all stations (including flag stations and excluding halt stations) by 31-3-1971 as laid down in their letter No. 67/W2/AMNI/ 93 dated 3-7-1968.

11. Train Halts

As far as train halts are concerned, irrespective of the fact whether these are worked by contractors or departmentally, the minimum facilities should continue to be the same as laid down vide Board's letter No. 56/W1/2/AMNI/115 dated 29th October, 1956, namely :◆

- (i) A rail level platform of suitable length having regard to the length of trains stopping at the station.
- (ii) A small waiting shed which will also serve as a booking office.
- (iii) Lighting where trains stop at night.
- (iv) Planting of shady trees.

The waiting shed at the Halts should be of cheap type, the size depending on the extent of passenger traffic.

12. While the above norms are to be regarded as a general guide, these cannot be considered as suitable for application in all cases. On stations where special consideration is required keeping in view the importance and peculiar features associated with the place, provision of passenger amenities may be suitably modified at the discretion of the General Manager.

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

APPENDIX VI

FORM OF REPORTS OF TICKETLESS TRAVELS ETC.

FORM OF REPORTS OF TICKETLESS TRAVEL TO BE SUBMITTED TO THE
RAILWAY BOARD WITHIN 20 DAYS OF THE CLOSE OF THE MONTH TO WHICH THE
INFORMATION RELATES
(Para 926)

1. Total No. of passengers detected travelling without or with improper tickets and amount collected

(a) (i) No. of passengers detected without any ticket
(ii) Amount collected
Fare
Excess charge
Total

(b) Other cases of higher excess charge
(i) No. of passengers
(ii) Amount collected
Fare
Excess charge
Total

(c) Total of (a)&(b)
(i) No. of passengers
(ii) Amount collected
Fare
Excess charge
Total

(d) Cases of unbooked luggage
(i) No. of passengers
(ii) Amount collected

(e) Non-penalty cases
(i) No. of passengers
(ii) Amount collected

2. (i) Total No. of Magisterial checks held

(ii) Total No. of concentrated checks held by Hd. Qrs. & Div. Flying Squad not included in 2(i) above.

3. (i) (a) No. of mid-section checks conducted

(b) No. of massive checks
(c) No. of spot checks
(d) No. of fortress checks

(f) No. of ambush checks

(ii) No. of trains checked

4. Total No. of passengers prosecuted

(a) For irregular travel

(b) No. of persons fined

(c) No. of persons imprisoned

(d) No. of persons let off

(e) Cases pending in court

(f) Amount of fine realised

5. Windows earnings from sale of tickets (thousand)

(i) No. of tickets sold

(ii) Earnings from sale of tickets.

APPENDIX VII

GOVERNMENT OF INDIA MINISTRY OF RAILWAYS (RAILWAY BOARD)

No. TCIII/3036/58/Notification New Delhi, dated 28-8-1958.

NOTIFICATION

In exercise of the powers conferred by clauses (f) and (g) of sub-section (1) of section 47 of the Indian Railways Act, 1890 (9 of 1890) read with the Notification of the Government of India in the Department of Commerce and Industry No. 801. dated the 24th March, 1905, the Railway Board, in supersession of all previous notifications on the subject, sanction with effect from 1-10-1958 the following rates made by them for and to be applicable to the "Central, Eastern, Northern, North Eastern, Northeast Frontier, Southern, South Central, South Eastern and Western Railway systems situated in India" for regulating the terms and conditions on which the said Railway Administrations will warehouse or retain goods and animals at any station on their respective Railway on behalf of the consignee or owner, and for regulating the use of rolling stock, engines and trains on the said Railway by the public.

1. Short Title : These Rules may be called the Railways (Warehousing and Wharfage) Rules 1958.

1 A. Rules for warehousing and retaining of goods.

Wharfage on goods, luggage and parcels

(a) Except in the manner and to the extent stated in clause (b) wharfage shall be charged at the rates shown in the following tables :-

(a) Except in the manner and to the extent stated in clause (b) wharfage shall be charged at the rates shown in the following tables :-							
Circumstances	Time allowed free	Commodities	Rate per 50 Kg. or part thereof per day or part of a day in excess of free time				Remarks
			Group I Station		Group II Stations	Group III Stations	
			When stored in covered shed	When stored in open shed			
Goods Traffic			Rs.	Rs.	Rs.	Rs.	
(i) on goods for despatch waiting to be consigned i.e. consignments brought to the station but consignment notes are not received.	Closing time of the day on which goods are brought to the station	(a) For goods of every description except goods in bulk such as coal, charcoal, stones, sand, shingle etc.	1st day 0.70 2nd day 1.00 3rd day & thereafter 1.50	0.50 0.75 1.00	0.40 0.50 0.70	0.20 0.30 0.40	Goods will in all cases be at the owner's risk, until a consignment note in the prescribed form has been granted duly signed by the authorised railway servant.
			Rate per tonne or part of a tonne per day or part of a day in excess of free time				
			Group I Station		Group II Stations	Group III Stations	
			When stored in covered shed	When stored in open shed			
			Rs.	Rs.	Rs.	Rs.	
		(b) For goods in bulk such as coal, stone, firewood, charcoal, sand, shingle etc.	1st 3 days 11.00 Thereafter 14.00	8.00 10.00	5.00 8.00	3.00 5.00	
(ii) On goods available for delivery	From time to arrival till closing time of the day following that on which goods are made available for delivery	For goods in bulk and non-bulk	Rates as applicable to goods in bulk or non bulk as the case may be.				Goods will be watched under cover or in the open.
(iii) On goods not received after delivery							

Circumstances	Time allowed free	Commodities	Rate per 50 kg. or part thereof per day or part thereof				Remarks
			Group I Station		Group II Stations	Group III Stations	
			When stored in covered shed	When stored in open shed			
			Rs.	Rs.	Rs.	Rs.	
LUGGAGE & PARCEL TRAFFIC							
Luggage or parcels which cannot be delivered for any cause.	48 hours from the midnight of the day on which the luggage or parcel is made available for delivery.	For luggage and Parcels of every description.	1st 24 hours 0.70. 2nd 24 hours 1.00 3rd 24 hours & thereafter 1.50	0.50 0.75 1.00	0.40 0.50 0.70	0.20 0.30 0.40	Luggage and parcels warehoused either or in the open.

Note : ♦ The stations will be classified into Group I, II & III, by the zonal railway administrations depending upon the quantum of traffic dealt with in relation to the accommodation available so that the Group I. applies to Goods Depots and large stations dealing with sizeable goods traffic. Group II to medium size stations and Group III to road side stations

(b) In respect of consignments arriving at the destination very late, the free time and the rate of wharfage shall be as provided hereunder : ♦

(i) When a consignment (goods or parcels) reaches the destination after more than two months from the date of booking, the free time to be allowed shall be three days from the date of arrival, including the day of arrival;

(ii) the rate of wharfage for the first ten days after expiry of the free time shall be fifty percent of what is otherwise leviable; and

(iii) in respect of the subsequent period, namely, the period up to the date of removal of the consignment, the wharfage to be levied shall be in accordance with the rules for the time being in force.

2. Wharfage on carriages, motor cars, boats, motor boats, howdahs and palanquins : ♦

(a) Wharfage shall be charged at a rate not exceeding Rs. 25/- and not below Rs. 10/- per two wheeled, three wheeled or four wheeled carriage, motor car, boat, motor boat, dog-cart and tonga and not exceeding Rs. 10/- per palanquin, dhooly and howdah per day or part of a day left on the premises of a Railway Administration awaiting removal by consignee after the expiration of 24 hours from the time at which they are unloaded.

(b) (i) A similar charge as mentioned in (a) above may be made on such carriages, motor cars, etc., brought to premises of a Railway Administration for despatch and awaiting a despatch order from the consigner, after the expiration of 24 hours from the time they are brought to the premises of a Railway Administration.

(ii) The Railway Administration will, however, not be responsible in respect of such boats, carriages, etc., which will remain at owner's risk until a railway receipt is granted.

3. Wharfage on animals, poultry and birds: ♦ Wharfage shall be charged on animals, poultry and birds, after the expiration of five hours from the time at which they are received at a station, at the following rates viz. : ♦

(i) **ANIMALS** : Forty paise per animal per hour or part of an hour.

NOTE : ♦ Wharfage charge is also leviable on sucklings or calves carried free with their parent animals.

(ii) POULTRY OR BIRDS IN BASKETS. CRATES OR CAGES : Twenty five paise per 25 cubic decimetres or part thereof per hour or part of an hour.

(iii) POULTRY OR BIRDS. OTHERWISE THAN IN BASKETS. CRATES OR CAGES : Twenty five paise per head per hour or part of an hour.

These charges shall be in addition to any expenses entailed in feeding the animals, poultry and birds.

Under any circumstances, live animals shall be removed from the Railway Administration's premises within 24 hours from the time of their arrival at destination, failing which they may be disposed of in accordance with the provisions contained in sub-section (2) of Section 56 of the Indian Railways Act. 1890

4. Lost property : ♦ (a) Lost property/found in railway vehicles or on railway premises are, subject to the exception mentioned in clause (a) of rule 17. liable to be sent to the Lost Property office after 48 hours, and will be dealt with in the same manner as unclaimed booked goods.

(b) A storage charge not exceeding ten rupee per package or article per month or part of a month during which it remains in the possession of the Railway Administration as Lost Property may be made on all articles received in the Lost Property Office. The month shall be calculated from the date the article is deposited in one month to the previous date in the following month, e.g. from 10th January to 9th February inclusive.

5. Left Luggage Offices or Cloak Rooms : ♦ (a) Luggage or parcels may be placed for temporary custody in charge of the Station Masters at certain stations.

(b) A left luggage ticket will be given to any person depositing luggage or parcel for custody in a cloak room and delivery will be made to any person presenting such left luggage ticket, after which all responsibility of the Railway Administration in respect of such luggage or parcels shall absolutely cease and determine. The person presenting the ticket must sign his name on the ticket and enter the date. An Indemnity Note shall be executed by the owner in all cases of loss of Left Luggage Tickets.

(c) Before a Left Luggage Ticket is given, the Luggage Ticket issued at the forwarding station in the case of luggage received by Railway, must be surrendered.

(d) (i) The following charges shall be levied for the period the luggage or parcels remain in a Cloak Room : ♦

For first 24 hrs. or part thereof	Rs. 21- per package
For next 24 hrs. or part thereof	Rs. 4/- per package
For each subsequent 24 hrs. or part thereof.	Rs. 5/- per package,

(ii) The charges specified in sub-clause (i) shall be calculated from the time the packages are deposited in the Cloak Room, which will be noted on the Left Luggage Ticket given to the person depositing such packages.

NOTE : ♦ For the purpose of this rule, Sundays. Independence Day and Republic Day will not be considered as dies non.

(e) The responsibility of the Railways Administration for articles left in cloak room shall be that of a bailee under Sections 151. 152 and 161 of the Indian Contract Act. 1872 (9

of 1872).

Articles deposited in cloak rooms, which are unclaimed may. after a period of one month, be transferred to the Lost Property Office and be dealt with as prescribed in the rules for unclaimed packages.

II. Rules for Regulating the Use of Rolling Stock, Engines and Trains:♦

6. Demurrage on Goods Wagons:♦ Demurrage shall be charged at the following rates :♦

Circumstances	Time allowed free	Rate per tonne or part of a tonne on carrying capacity of the wagons per hour or part of an hour in excess of the free time.	Remarks
1	2	3	4
(i) On wagons ordered and waiting to be loaded by consignors or detained for consignment note or otherwise owing to default of or at the request of the consignor.	<p>In the case of a group of 20 BOX wagons or more placed at a time for loading by one party, 8 working hrs. from the time at which the wagons are placed in position for loading.</p> <p>In the case of a group of 11-19 BOX wagons placed at a time for loading by one party, 6 working hours from the time at which the wagons are placed in position for loading. In the case of 1-10 BOX wagons placed at a time for loading by one party 5 working hours from the time at which the wagons are placed in position for loading. In the case of loading points having mechanical loading or bunker arrangements for mechanical loading of BOX wagons 5 working hours from the time at which the wagons are placed in position for loading, irrespective of the number of BOX wagons to be loaded. In the case of a group of 1-10 BFR wagons placed at a time for loading by one party, 5 working hours from the time at which the wagons are placed in position for loading. In the case of a group of 11-19 BFR wagons</p>	<p>Re. 1.00 for the first day, Rs. 1.50 for the second day and Rs. 2 for the third day and thereafter for all wagons except vegetable oil tank wagons. Rs. 2.00 for the first day, Rs. 3.00 for the second day and Rs. 4.50 for the third day and thereafter for vegetable oil tank wagons.</p>	<p>The entire group of wagons placed for loading will be treated as one unit for the purpose of levy of demurrage charge i.e. even one wagon out of the group of two or more is detained for loading beyond the prescribed free time, the demurrage will be levied on all BOX wagons in the group.</p> <p>In cases where wagons are placed against indent by consignors but are not loaded, demurrage charge is levied for the entire period from the time the wagon was placed in position for loading upto the time of receipt of written intimation of cancellation, of the indent, no time being allowed.</p>

The entire group of BOX wagons placed for unloading will be treated as one unit for the purpose of levy of demurrage charge i.e. even if one wagon out of the group of two or more is detained for unloading beyond the prescribed free time the demurrage will be levied on the BOX wagons in the group. In cases in which unloading of a consignment is required to be done by consignee, but (a) the consignee fails to perform unloading of a consignment from a wagon within the time allowed (b) the railway considers that earlier release of wagons will be secured by the work of unloading of wagons being performed by itself even though within free time allowed than in either event, it shall be for the railway to undertake the work of unloading and to charge the consignee for doing so. Wagons so loaded will be subject to demurrage that might have accrued before the Railway unloaded the wagons.

In the case of 20 to 40 wagons in Jumbo rakes consisting of BCX and CRT wagons placed at a time for unloading by one party nine working hours from the time at which the wagons are placed in position for unloading. In the case of 41 to 70 wagons in Jumbo rakes consisting of BCX and CRT wagons placed at a time for unloading by one party, ten working hours from the time at which the wagons are placed in position for unloading. In the case of 71 or more wagons in Jumbo rakes consisting of BCX and CRT wagons placed at a time for unloading by one party eleven working hours from the time at which the wagons are placed in position, for unloading. In the case of manual unloading for unloading of full rake upto 44 BOX-N wagons 9 working hours of a full rake of 45 or more Box-N wagons, placed at a time for unloading by one party eleven working hours from the time at which the wagons are placed in position for unloading. In the case of mechanical unloading of a full rake of 45 or more Box-N wagons, placed at a time for unloading by one party ten working hours from the time at which the wagons are placed in position for unloading. In the case of a group of less than 30 BG tank wagons in terms of four wheelers or less than 20 MG Bogie tank wagons (40 units), placed at a time for unloading by one party, five working hours from the time at which the wagons are placed in position for unloading. In the case of a group of between 30 to 45 BG tank wagons in terms of four wheelers or 20 or more

The entire group of wagons placed for unloading shall be treated as one for the purpose of levying demurrage in cases where more than five hours' time is allowed i.e. even one wagon out of a group of 30 or more BG tank wagons in terms of 4 wheelers or 20 or more MG bogie wagons (40 units) obtained for unloading beyond the prescribed time, demurrage shall be levied on all the tank wagons in the group.

[illegible]

मिस्त्री वि. मंडासाम वि.
हुई सभ प्रकी मित्रा जइ
लखे हिन वि. कौन अ लीक
मउ से एक इगु वि न प्रांति
मउर मालदी वि माली वि
वसीह मिश्र माली एड ए

1	2	3	4
	(ii) In all other cases, five working hours or such extended free time as is allowed to groups of BOX wagons vide entry under Col. 2 pertaining to item (i) of the Table.		If the wagons are not ready for removal by the next lot or train engine demurrage will be chargeable for the entire period upto the arrival time of the subsequent lot or train engine which draws the wagons, even if the wagons, were ready for removal earlier.
(v) On wagons made over to the Steel Plants and waiting to be unloaded and/or loaded by Steel Plants or detained for consignment note or otherwise owing to default of or at the request of the Steel Plant authorised.	As may be decided by the Railway Board from time to time.	Rs. 240/- per 4-wheeled wagon per day (24 hours) or part thereof.	(1) This rate shall be applicable to wagons dealt with inside the Steel Plants. (2) This charge is for a four-wheeled wagon. Bogies and special type wagons shall be equated to four-wheeled wagon in terms of relevant rule of Goods Tariff [Rule 164(2) of Goods Tariff 1975 Part I] and demurrage charges levied according

7. Demurrage on coaching vehicles :

(a) Demurrage on coaching vehicles, other than passenger vehicles, may be charged at the rates specified in the table below :—

Circumstances	Free time	Rate per tonne or part of a tonne on carrying capacity of the vehicle used per hour or part of an hour (in paise)	Remarks
1	2	3	4
(i) On vehicles ordered and waiting to be loaded by consignors or detained for consignment note or otherwise owing to default of or at the request of the consignor.	Five working hours from the time at which the vehicles are placed in position for loading.	For the first 24 hours after expiry of the free time Re. 1.00. For the next 24 hours after the expiry of the free time Rs. 1.50 beyond 48 hours after the expiry of free time Rs. 2.00	In cases where vehicle placed against indent of consignors but are not loaded, demurrage charge is levied for the entire period from the time the vehicle is placed in position for loading till the time of receipt of written intimation of cancellation of the indent, no free time allowed.
(ii) On loaded vehicles waiting to be unloaded by a consignee.	Five working hours from the time at which the vehicles are placed in position for unloading.	For the first 24 hours after expiry of the free time Rs. 1.00 For the next 24 hours after expiry of free time Rs. 1.50 Beyond 48 hours after the expiry of free time Rs. 2.00	In case in which the unloading of a consignment is required to be done by the consignee, but (a) the consignee fails to perform the unloading of a consignment from the vehicle within the free time allowed or (b) the railway considers that earlier removal of vehicles will be secured by the work of unloading the vehicles being performed by itself even though within the free time allowed, then, in either event, It shall be open for the railway to undertake the work of unloading and to charge the consignee for doing so. Vehicles so unloaded will be subject to any demurrage that might have accrued before the Railway unloaded the vehicle.

Also consignments unloaded will be liable for wharfage under Rule 1 a

(b) (i) Demurrage on passenger carriages and tourist cars and saloons, reserved for the convenience of passengers. Demurrage on passenger carriages and tourist cars and saloons, reserved for the convenience of passengers and not availed of; or availed of but detained by the party at the starting, intermediate or destination station may be charged at the rates specified below, no free time being allowed : ♦

Type of Vehicle bogie.	Rate per hour or part of an hour per	
	BG Rs. P	MG/NG Rs. P
AC Coach	170.00	140.00
Partial AC Coach	125.00	100.00
Non-AC Coach	100.00	80.00
Minimum Charge	500.00	500.00

(ii) The detention charge will be reckoned from the time the vehicle is made available for use until intimation is received that it is not required.

(iii) Once the coach is detained at a station at the request of the party, detention charges should be levied for the entire period of detention of the coach at the station even though a part of the detention may be due to waiting for attachment of the coach to the nominated train.

8. Demurrage on engines

A charge not exceeding Rs. 250/- on Standard Gauge and Rs. 150/- on other gauges per hour or part of an hour may be made for the engine of a special train ordered but not availed of. or availed of but detained for the convenience of passengers at the starting station en-route or at destination.

III. Calculation of Charges:

9. In calculating wharfage and demurrage charges, such charge would be rounded off to the next higher Re. 1.00

IV. General

10. Railway Administration do not undertake to send notice of arrival of goods, animals, luggage or parcels to consignees and the absence of such notice will not entitle consignees to claim exemption from wharfage or demurrage or storage charges if the goods, animals, luggage or parcels are not removed within the free time allowed.

11. In the event of goods requiring to be loaded or unloaded by owners becoming liable to both demurrage and wharfage charges, the Railway Administration may levy both demurrage and wharfage charges for such period as the goods would be liable to such charges under these rules.

12. Loading/unloading to be done on all days :

Loading and unloading of a goods wagon or a coaching by a consignor/consignee on all days including the Sundays, the Republic Day and the Independence day. and no additional free time shall be allowed on account of any such day for charging demurrage.

13. Cases on which Sundays, Republic Day and Independence Day to be treated as Dies-Non :

Any Sunday, the Republic Day or the Independence Day shall not be reckoned in calculating free time for removal of goods from the railway premises, and for charging wharfage, except in the following cases, namely :◆

(a) animals, poultry, birds and perishable goods;

(b) when a Railway Administration notifies by displaying a notice on the Station Notice Board to the effect that any station or goods shed or siding shall be open on Sundays for booking of delivery of all goods and parcels or any specific category of goods and parcels, no additional free time shall be allowed at such notified stations, goods sheds or sidings on account of Sundays which shall be reckoned in charging wharfage. However, the Republic Day and the Independence Day shall not be reckoned in charging wharfage.

14. Save as otherwise provided in these rules, the wharfage shall be calculated as under :◆

(1) On the actual weight of the consignment, if the weight of the consignment is known;

(ii) On the chargeable weight of the consignment,

(a) if the weight of the consignment is not known, and

(b) if the consignment is covered by sub-rule (1) of rule of rule-164 of the general rule relating to goods tariff.

15. (1) The Railway Administration may, if and for so long the state of traffic or any sudden emergency makes it necessary and after notifying the intention to do so by exhibiting notices on the Notice Boards available in the goods sheds and parcel offices, levy the higher wharfage charge of Rupees 5.50 per fifty kilograms or part thereof per day or part of a day on non-bulk commodities in the goods sheds and on parcel and luggage traffic of every description in the parcel offices, a higher wharfage charge of Rs. 110 per tonne or part of a tonne per day or part of a day for goods in bulk, and a higher demurrage charge of Rupees 5.50 per tonne or part of a tonne per hour or part of an hour in respect of both goods wagons and coaching vehicles.

(2) The higher rates of wharfage and demurrage shall be applicable forty-eight hours after the notice is displayed on the Notice Boards in accordance with sub-rule (1).

16. The consignee must take delivery of goods, animals, parcels or luggage forming part of a consignment whenever they are available for delivery notwithstanding that the remaining part of the consignment is short or damaged or has not arrived at the destination or is otherwise not available for delivery, and if the consignee does not take delivery of such goods, animals, parcels or luggage forming part of a consignment as are available for delivery, they will be subject to wharfage charges if not removed within the free time.

V. Treatment and Disposal of Unclaimed Booked Goods, Luggage and Parcels

17. (a) Subject to the exception mentioned in rule (e) below, unclaimed goods, parcels and luggage will be kept on hand at the station to which booked for a period of not less than seven days during which time the notice prescribed in sub-section (1) of section 84 of the Railways Act, 1989 will be issued if the owner of the goods or person entitled thereto is known.

(b) if not taken delivery of within a period of seven days after receipt at the station to which booked, unclaimed goods, luggage and parcels are liable to be sent to the unclaimed goods or Lost Property Office or elsewhere and dealt with as laid down in

clause (f) below.

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

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

This rule, in so far as it relates to explosives, is supplemental to, and not in modification of the rules made under the Indian Explosives Act, 1884.

APPENDIX VIII

SPECIMEN AGREEMENT FOR BOOKING TRAFFIC UNDER "WEIGHT ONLY" SYSTEM

To

The President of India,

1. I/We agree to abide by the following conditions absolutely and without reserve in consideration of the President of India as owner of _____ Railway (hereinafter called the Railway) having granted me/us this privilege of booking _____ under "weight only" system during the period commencing from _____ and ending with _____.
2. Periodical bills (5 day period) will be issued for transactions and these bills are strictly payable in full on presentation whether the wagon contents are taken delivery of or not by us or by our accredited representative and regardless of errors of overcharges which on being detected or brought to notice, will be opened to adjustment, in due course. Provisional bills will, however, be issued for the entire transactions of March every year based on the average of previous three months transactions and those bills are payable in full before the close of each financial year, i.e., by 31st March every year. The amount thus paid will be adjusted next month in the final bills for the actual freight charges due.
3. If bills are not paid on presentation, supplies of wagons are liable to be suspended in spite of the deposit and this privilege of the "Weight only" system is also liable to be withdrawn by the Railway without any prior reference at the sole discretion of the Railway. "If the "Weight only" freight is not paid within 10 (ten) days from the presentation of bill, excluding the day of presentation, I/We will have to pay the surcharge at prescribed rates on our traffic being treated as 'To pay' traffic."
4. Payment may be made by Crossed Cheques drawn on such Bank in _____ as may be approved by the Railway in favour of the Financial Adviser & Chief Accounts Officer, _____ such Crossed Cheques if for any reason be dishonored will amount non-payment as contemplated in Clause 3 above.
5. A Security deposit of Rs. _____ will be made by me/us with the Railway as required under the rules in any of the forms prescribed from time to time, it being distinctly understood that no interest shall be payable on cash deposit. In the event of my/our freight transactions under this system exceeding Rs. _____ per 5 day period, I/We shall be required to furnish additional security commensurate with my/our transactions. The amount is to be decided by the Railway. If the security deposit or the additional security referred to above is not deposited within the time fixed by the Railway, the privilege may be withdrawn without any notice.
6. The Railway will be entitled to realise from the security deposit including the additional security deposit any amount payable by me/us to the Railway without derogation to the rights of realising the same from me/us by any other process or means, if any amount to be so realised from the said security deposit or additional security deposit be not replenished by me/us within the time fixed by the Railway, this privilege may be withdrawn without any further notice.

7. Over and above, I/We agree to abide by all the rules of the _____ the Railway regarding payment of freight under the "Weight only" system _____ and the rules laid down in the tariff which are existing and/or may be amended or modified or introduced from time to time and such rules will be taken as part hereof.

8. Without derogation or in any way limiting the rights above this privilege of "Weight only" system may be withdrawn or terminated by giving a month's notice without giving any reason for the same.

APPENDIX IX

SPECIMEN FORM OF OUT-AGENCY AGREEMENT

(Para. 1710)

MEMORANDUM OF AGREEMENT made this.....day
of..... BETWEEN THE President, Union of India, acting through the
General Manager/Chief Commercial Manager/Divisional Rly. Manager or any other
authorised officer of the.....RAILWAY (hereinafter called
the Railway Administration) of the one part and
Messrs.....(hereinafter called the Contractors) of the
other part in respect of.....Out-agency of the said
Railway-.

WHERE AS the Railway.....Administration has established an Out-agency
at..... for the booking and conveyance of passengers, luggage, parcels and goods of
all kinds except those notified from time to time in the Railway Goods and Coaching
Tariffs, between the aforesaid place and the railway station at.....in
connection with the railway and all railway lines and Out-agencies with which
the..... Railway has through booking arrangements.

AND WHEREAS the Contractors have agreed with the Railway Administration to carry
and convey the passengers, luggage, parcels and goods
between..... Out-Agency and.....
Railway station upon the terms and conditions hereinafter contained. It is hereby
mutually agreed by and between the parties hereto as follows :◆

I. In this Agreement, unless a different intention appears from the subject or context,
the expression ◆

(a) The "President, Union of India" and "The General Manager of
the..... Railway" include their successors and assigns.

(b) "Contractors" include the legal representatives of the Contractors.

(c) "Out-agency" means the Out-Agency established at.....for the
booking and conveyance of passengers, luggage, parcels and goods between the
aforesaid place and the Railway station at..... in either direction
when such passengers, luggage, parcels and goods are booked from or to any stations
on the.....Railway or other Railways or Out-Agencies having
through booking arrangements with the Railway other than the above railway station.

(d) "Passenger" means a person traveling with a valid pass or ticket.

(e) "Luggage" means the goods of a passenger either carried by him in his charge or
entrusted to a Railway administration for carriage.

(f) . "Parcels" means goods entrusted to a railway administration for carriage by a
passenger or a parcel train.

(g) "Goods" includes ◆

- (i) containers, pallets or similar articles of transport used to consolidate goods, and
- (ii) animals.

II. The Contractors shall be deemed to be the Agents of the Railway Administration and shall be subject to all the legal liabilities of Agents as are laid down or defined in the law relating to Agents in force in India for the booking of passengers and receipt and delivery of all luggage, parcels and goods (other than passengers, luggage, parcels and goods booked for conveyance between.....Railway station and the Out-Agency referred to above) which may be booked between the Out-Agency and the.....Railway and all Railway lines and Out-Agencies with which the.....Railway has or may. at any time, have through booking arrangements and for the conveyance of all such passengers, luggage, parcels and goods between the said Out-Agency and theRailway station in either direction.

III. (a) The Contractors shall carry passengers to and from..... station at their sole risk and responsibility and shall be responsible for any claim, damage suit or demand on account of any injury to any passenger while travelling in or getting into or alighting from the motor vehicles and shall indemnify the Railway Administration against all claims, damages, suits and demands preferred against the Railway Administration by third party.

(b) The Contractors shall insure in the joint name of the Contractors and the Railway Administration their motor vehicles against accidents to passengers and to third party and against damage to property including partial or entire loss to a limit of Rs.....for any one accident but this shall not in any way limit their liability in respect of any such accident. The premia shall be paid by the Contractors sufficiently before the due dates to permit proof of payment to be produced on the due dates for the inspection of the Railway Administration PROVIDED ALWAYS the Railway Administration may itself pay any premia over-due and outstanding and deduct the amount thereof from the Security Deposit as hereinafter mentioned or from any sums due or to become due and payable by the Railway Administration to the Contractors but nothing herein contained shall in any manner make the Railway Administration responsible for payment of the premia on due dates and PROVIDED ALWAYS that all sums payable under this insurance will be paid to the Railway Administration by the insurer for and on behalf of both parties, thereto.

(c) If the Contractors fail and/or neglect at any time to supply a sufficient number of vehicles, drivers or other staff required in connection with this Agreement it shall be lawful for the Railway Administration at the expense of the Contractors to engage all such conveyances and labour as may from time to time be, required and to recover all expenses this incurred from any sums that may be due by the Railway Administration to the contractors under this Agreement or from the security deposit as hereinafter mentioned provided that such recovery shall not prejudice other remedies available to the Railway Administration to realise the balance due, if any.

(d) Should the contractor fail and/or neglect at any time to arrange for uninterrupted service in the sale of tickets or booking of parcels/goods as per working hours prescribed by the Railway Administration, the latter shall have the right to deploy its own staff to work at the agency and all expenses incurred in connection with the above and any other expenditure incurred by the Railway shall be recoverable from the contractor.

(e) The Railway Administration shall give publicity to the services covered by the Agreement in such a manner as may be decided by them and the publicity that the

contractor desires to undertake in this behalf shall be subject to the approval of the Railway Administration.

IV. The contractors shall supply a sufficient number of water-proof sheets, screens etc. necessary to protect from rain, etc. all passengers, luggage, parcels and goods booked to and from the Out-agency while in transit.

V. All inward luggage, parcels and goods shall be considered to be in the Contractors' possession and in their care and custody and at their risk and responsibility from the moment that such luggage, parcels and goods shall have been delivered to and signed for by the Contractors or by a person authorised to act on their behalf or shall have been loaded in motor vehicles, or other conveyance belonging to or provided by them for the purpose, at the place where carriage by the railway ceases. All outward luggage, parcels and goods shall be considered to remain and be in the Contractors' possession and in their care and custody and at their risk and responsibility, until the same shall have been received and stacked at the places and in the manner required by the Railway Administration and signed for by a railway clerk, for the time being in the service of the Railway Administration at the railway station at which such luggage, parcels and goods are to be transferred to the.....Railway for further transit.

VI. (1) The Contractors shall carry on the business of the Out-Agency in strict accordance with the terms and conditions contained in this Agreement and shall forthwith deposit with the Financial Adviser and Chief Accounts Officer of the.....Railway a sum of rupees.....as security for the due fulfillment of each and all of the said terms and conditions to be observed by them. The said sum of rupees.....is hereinafter called the "Security Deposit".

The Contractors shall further deposit with the Financial Adviser and Chief Accounts Officer of the..... Railway a sum of.....as security to cover the average monthly outstanding such as unaccounted for or undelivered consignments. The Financial Adviser and Chief Accounts Officer of the..... Railway.....shall further be empowered to retain from the current month's dues of the Contractors any sum or sums outstanding over and above an amount equal to the security plus two month's normal Out-agency charges in any one month. The amount will be adjusted monthly with reference to the transactions of the month subsequent to that in which . the deduction is made. Besides, the Railway Administration is empowered to recover from their dues the amounts of admitted debits not paid in by the Contractors within a reasonable time.

(2) The Railway Administration shall have full power and authority at all times to apply the whole or any part of the security deposit and any other money at any time due by them to or held by them for and on behalf of the Contractors in and towards the satisfaction and discharge of any sums at any time due by the Contractors to the Railway Administration, or of any claims made on, or loss or damage suffered by the Railway Administration in consequence of any default, misconduct, negligence or omission on the part of the Contractors or their servants or other persons acting for or under the authority or with the permission of the Contractors in the conduct of the business of the Out-agency in accordance with the terms and conditions of this Agreements, or in any matter arising out of, connected with, or relating to any such default, misconduct, negligence or omission as aforesaid.

No interest shall be allowed on the deposit or any portion of the same if held in cash by the Railway Administration but any interest accruing on the said deposit if made in marketable securities will be credited to the Contractors and the Contractors shall pay all charges for the deposit and withdrawal of the marketable securities and for collections of interest thereon.

(3) In the event of any portion of the security deposit being so applied by the Railway Administration during the continuance of this Agreement, the Contractors shall, on being informed by the Railway Administration of the amount so applied, forthwith deposit with the Financial Adviser and Chief Accounts Officer of the.....

Railway a sum equal to the amount so applied so as to keep up the amount of the security deposit to the full sum of rupees.....and, failing this, the Railway Administration may make up the amount of the security deposit accordingly from any sum thereafter accruing due to the Contractors.

(4) Upon the expiry of () months next after the date on which this Agreement is in any manner determined, the Contractors shall be entitled to the refund of the security deposit, or portion thereof then standing to their credit, after fully discharging and satisfying all sums (if any) due to the Railway Administration from the Contractors under this Agreement, including claims for which the Railway Administration may be liable on account of the Contractors and all losses suffered and expenses incurred by the Railway Administration in consequence of the default, misconduct, negligence, omission or other wrongful act of the Contractors, their servants or other persons acting on their behalf:

Provided that the Railway Administration shall not be obliged to refund the security deposit or any portion thereof unless and until the Contractors shall first deliver to them a certificate in writing, certifying that the Contractors have no outstanding claims or demand under or arising out of, or in any way connected with or relating to the Agreement, against the Railway Administration.

(5) Nothing contained in this clause shall be deemed in any way to limit or affect any other lawful right, remedy or relief to which the Railway Administration may at any time be entitled under this Agreement, or any law for the time being in force in respect of any breach by the Contractors of any of the terms and conditions of this Agreement, or any criminal or unlawful act of the Contractors, their servants or other persons acting on their behalf, or in respect of anything discovered by the Railway Administration after the return of the security deposit or portion thereof; or in respect of any sums due to the Railway Administration by reason that the security deposit and other sums belonging to the Contractors coming into the hands of the Railway Administration are insufficient to satisfy and discharge the entire liability of the Contractors to the Railway Administration.

(6) The security deposit is liable to be increased to cover any increased traffic handled by the Contractor or the average monthly outstanding as per Coaching and Goods balance sheets, average being based on 6 months' figures; and the contractor shall on being informed by the Railway Administration of addl. amounts deposited the same forthwith with the Railway Administration failing which the amount will be adjusted monthly from the dues of the Contractor.

VII. The books and accounts of the out-agency shall at all proper times and places be open to inspection and internal check of the.....Railway Accounts and Audit Establishment in the same manner as is customary in the case of the books and accounts maintained at railway stations on the..... Railway.

VIII. In the event of any loss or damage, however, caused, arising or occurring to or in respect of any luggage, parcels and goods or any consignment thereof while in transit under the through booking arrangements of the Railway in connection with the Out-Agency and of the Railway Administration being unable clearly to fix the responsibility for loss or damage or to specify the precise extent of the liability of the Contractors in respect thereof, then, and in even' such case, such loss or damage shall ordinarily be divided between, and borne by the contractors and the Railway Administration

respectively, in proportion to the freight earned by each from the luggage, parcels and goods or consignment in respect of which such loss or damage is caused and in case of luggage where no freight is recoverable in proportion to the freight that should be due if such luggage had been ordinarily charged for at luggage rates :

Provided that decision of the Railway Administration as to the extent of the liability of the Contractors for any such loss or damage shall, in every case, be final and conclusive."

IX. No claim on account of overcharge or under charge in connection with fares and freight or apportionment of fares and freight being Re. 1/- or less in the case of any passenger, or any consignment of luggage, parcel or goods shall be made by the Contractors against the Railway Administration or by the Railway Administration against the Contractors.

Provided, however, that if at any time it is noticed that undue advantage is being taken by the Contractor of the provisions of this clause, the Railway Administration shall be entitled to modify or revise or delete this clause as it may deem proper.

X. Save as herein otherwise provided no claim on account of freight or other charges on traffic interchanged between the Out-Agency and the.....Railway or on account of apportionment thereof. which the Contractors may prefer against the Railway Administration or the Railway Administration may prefer against the Contractors shall be entertained by the Railway Administration or the Contractors respectively unless the same has been made within six months from the end of the period or the month, as the case may be, in which the entry giving rise to such claim has been accounted for in the returns provided to be submitted hereunder:

Provided that in the case of freight charges in connection with consignments in which claims for compensation have been paid or in which refunds have been made to the public (which term shall include Government Departments) on account of over charges, and of readjustment of freight charges necessitated by the operation of the rules affecting through booking of traffic as laid down for the time being by the Indian Railway Conference Association, the Contractors shall entertain such claim as aforesaid, if made by the Railway Administration within twelve months from the end of the period or month as herein before mentioned, provided further that nothing in this clause contained shall be deemed in any way to limit or affect the right of the Railway Administration to claim freight charges erroneously credited to the Contractors for traffic not actually conveyed by them over the Out-Agency.

XI. The Contractors shall not establish any other Agency for the conveyance of passengers, their luggage, parcels and goods, directly or indirectly at.....during the continuance of this Agreement nor shall they at any time assign or sublet, or in any manner transfer to any other person the whole or any part of the right or obligation conferred or imposed upon them by this Agreement or any of the business connected with the Out-Agency hereby constituted.

XII. Except as otherwise provided for in clause XVII, either party to this Agreement may determine the same upon the expiry of six months notice in writing given to the other of his intention of doing so. The Railway Administration may, however, terminate the agreement otherwise than by giving six calendar month's notice in the following case and/or in the manner provided for hereunder: ♦

(a) If the Contractors become bankrupt or insolvent or have any execution levied upon them or their goods or property then the Railway Administration may terminate the Agreement forthwith by writing under the hand of the General Manager of the Railway Administration, the Contractors forfeiting all sums of money belonging or due to them.

(b) If the Contractors are a joint Hindu trading family on the death of the managing member or if there is a partition in the family, the Railway may terminate the Agreement by giving one week's notice to the then senior adult member or to the senior adult member of the family as the case may be.

(c) In the event of any breach of any of the terms and conditions of this Agreement by the Contractors, their servants, agents or any persons acting for and on their behalf or under their authority or with their permission, or of the Contractors at any time failing to perform all or any of the services required of them by this Agreement within a time deemed reasonable by or in a manner satisfactory to the Railway Administrations, the Railway Administration may without prejudice to any other right, remedy or relief to which they may otherwise be entitled under this Agreement or any law for the time being in force, revoke and determine this Agreement, after the expiry of one week's notice in writing to be given to the Contractor of their intention of doing so.

(d) In the event of the Railway line being extended to the Out-Agency, the Railway Administration shall intimate to the Contractors at an/as early a date as possible the date fixed for the opening of the new line, and on such intimation being given to the contractor the Agreement shall stand terminated.

XIII. The Agreement shall at all times be open to revision and amendment by mutual agreement between the Railway Administration and the Contractor.

XIV. The Contractors shall pay such penalty at the Railway Administration may inflict for any complaints against the Contractors which are bonafide and substantiated or for failure of the Contractors to fulfil any of the terms and conditions of this Agreement. The decision of the Railway Administration in this respect will be final and binding on the parties.

In the event of the Contractors' failure to pay penalty so imposed within the time fixed by the Railway Administration in each case, it shall be lawful for the Railway Administration to deduct the amount of such penalty from the monthly Out-Agency bills of the Contractors and the Contractors shall be liable to pay to the Railway Administration the penalty imposed.

XV. Any notice, letter or other communication which shall be sent by the Railway Administration by registered post addressed to the Contractors at their Head Office at.....shall be deemed to have been delivered to the Contractors.

XVI. The Contractors shall bear the cost of stamping and execution of the Agreement.

XVII. This Agreement shall be deemed to have come in force on and from the..... day of.....19..... and shall subject to the provision for earlier termination as herein provided, remain in force for a period of..... years.

Special Stipulations to be observed by the Contractors in carrying on the business of the Out-Agency

XVIII. The Contractors shall comply with and observe each and all of the terms and conditions hereinafter set forth and provided for carrying on the business of the Out-Agency that is to say : ♦

(1) The Contractors shall maintain proper books and accounts to the satisfaction of the Railway Administration of the entire Out-Agency business carried on under this

Agreement, and shall duly account to the proper officers of the Railway Administration for all passengers, luggage, parcels and goods and moneys received on account thereof or in connection therewith: such books and accounts shall be, at all times, open to inspection by the Railway Administration or any officers or officials deputed by them.

(2) The Contractors shall convey with reasonable diligence and speed to the satisfaction of the Railway Administration all passengers, luggage, parcels and goods received for carriage between the Out-Agency and.....Railway Station on the.....Railway in either direction according to the true purport and intent of this Agreement and of the Out-Agency's business carried on thereunder, and if there is any delay on the part of the Contractor in the clearance of parcels and goods received at station for the agency, he shall pay to the Railway Administration detention charges, as may be prescribed by the Railway Administration from time to time in the case of parcels not removed within 48 hours from the midnight of the date of their arrival at.....Railway station.

(3) The Contractors shall, at all times, keep up such number of motor buses and lorries and other conveyances suitably equipped for the transport of passengers, their luggage, parcels and goods including such equipment and overhead lifting appliances as may, in the opinion of the Railway Administration, be sufficient for the purpose of efficiently earning on the business of the Out-Agency and shall at all times maintain the conveyances and equipment so kept up in good and serviceable condition to the satisfaction of the Railway Administration.

(4) The Contractors shall duly and punctually pay all registration, licence and other fees and all taxes payable in respect of the said vehicles.

(5) The Contractors shall provide and maintain at their own expense a garage or garages for the accommodation of their vehicles and shall at all times afford to the officers of the Railway Administration all necessary facilities for the purpose of inspecting the said vehicles. They shall also appoint and provide at their own cost for each vehicle a driver and such labour and other staff as may be necessary for the proper loading and unloading of the packages in such manner as may be required by the Railway Administration.

(6) The Contractors shall arrange to carry between.....Railway Station and the Out-Agency, Passenger, Luggage, parcels and goods traffic by motor vehicles. In case of emergency or rush of abnormal traffic, the Contractors shall arrange to continue to fulfil the terms and conditions of this Agreement by employing at their own risk, responsibility and expense, such additional transport in addition to their normal fleet of vehicles, as may be necessary to cope with the traffic offering and at the same time indemnify the Railway Administration under the terms of this Agreement against any loss, damage, injury, etc, caused in such additional transport in the same manner as if this traffic was being conveyed in their own transport duly covered by insurance.

(7) The Contractors shall appoint, and at all times maintain, competent clerks to the satisfaction of the Railway Administration at the Out-agency and also at the station to conduct the business of the Out-agency at their own sole risk and on their responsibility and shall provide good and suitable office and storage accommodation, furniture fittings and other things at these places, to the satisfaction of the Railway Administration

The Contractor shall employ only such persons whose character has been verified by the Police and who are declared to be suitable for employment. Such documents are required to be made available for inspection at the agency premises.

(8) The Contractors shall be responsible to comply with the provisions of the

Employment of Children Act. 1938. or any statutory modifications thereof and the rules framed under the said Act and shall not employ or permit any child who has not completed his fifteenth year of age to work under them. They shall further, before employing any person, have his age verified as laid down in the rules framed under the said Act

(9) The Contractors shall not employ any person previously in the employment of the Railway Administration without the express sanction of the Railway Administration.

(10) The Contractors shall allow carriage of Railway publicity material and other Railway articles meant for use at the Out-agency free of charge between the said Out-agency and.....Railway station whenever by the Railway Administration.

(11) The Contractors shall observe and comply with the instructions for the working of the Out-agency contained in Annexure "A" (signed by the parties) and annexed hereto and the said Annexure "A" shall be read with, and taken as part of this Agreement.

(12) The Contractors shall be responsible for all errors, oversights and undercharges made by the staff maintained by them at the Out-agency or elsewhere.

(13) The Contractors shall be responsible for the correct collection of fares from passengers booked from the Out-agency and of freight and other charges on consignments of luggage, parcels and goods booked Inwards "To pay" and Outwards "Paid" and for depositing the total amount received daily in full at..... or at a nationalised bank under the credit of the Railway Administration and such bank should be approved by the Railway Administration. The Contractor shall also be responsible for the safe custody of the cash till it is deposited as hereinbefore stated. Any delay beyond the next calendar day in depositing of such amount shall be treated as a breach of the Agreement.

(14) The Contractors shall be responsible for and shall make good and shall render harmless and indemnify the Railway Administration for and in respect of all claims, damage suit or demand on account of any injury to any passenger or for any loss or damage of whatever kind and from whatsoever cause arising, which may occur to. or in respect of any luggage, parcels and goods while in their possession, care or custody (as provided in Clauses III and V) and shall refund to the Railway Administration all payments which the said Railway Administration may lawfully make to any persons in respect of any such loss or damage as aforesaid.

(15) The Contractors shall charge the public using the Out-agency and shall receive payment from the Railway Administration for performing the service hereby agreed upon in connection with the said Out-agency according to the scale of rates and charges prescribed in Annexure "B" (signed by the parties) annexed hereto or such other rates and charges as may from time to time hereafter be mutually agreed upon between in place thereof. If the Contractors shall at any time charge any person a higher rate than that prescribed in Annexure "B" or for the time being in force in place thereof, they shall, without prejudice to any other penalty, prosecution or proceeding to which they may be liable under this Agreement or any law for the time being in force, be deemed to have committed a breach of the Agreement. The rates and charges for the time being in force under this Agreement will be duly notified, from time to time, by the Railway Administration in the tariffs and departmental circulars of the.....
.....Railway Administration and all alterations in such rates and charges shall take effect and come into force from such date as is notified in such tariffs and circulars and not before.

(16) The Contractors shall make no charge of any kind whatsoever to the consignor or consignee for the booking or carting of any luggage, parcels or goods or for any duty

which they should perform in pursuance of this Agreement, or of the Out-agency's business carried on thereunder, beyond the ordinary freight or wharfage charges prescribed in the aforesaid Annexure "B" for the time being in force as hereinbefore provided.

(17) The Contractors shall allow any officer or subordinate of the.....Railway or deputed by the Railway and entrusted with the duty of inspecting the Out-agency or visiting it in connection with any enquiry, a free conveyance to and from the Out-agency and.....Railway Station whenever required by the Railway.

(18) All or any of the powers and functions reserved to the Railway Administration by and provided for in sub-clauses 3.7 and 17 of this clause of this Agreement, may from time to time, be discharged by the Chief Commercial Manager of.....Railway. Divisional Rly. Manager of..... Division of..... Railway. or any officer deputed by them for the time being. Similarly, the Financial Adviser and Chief Accounts Officer.....Railway, or any officer deputed by him. is empowered by the Railway Administration to carry out the inspection of the books and accounts referred to in the last sentence in sub-clause 1 of this clause of this Agreement.

(19) The Contractors shall not compete with the Railway Administration in any way, whatsoever, whether directly or indirectly by carrying passengers, luggage, parcels and goods over any section of road that is an alternative route to any portion of the rail route.

(20) The Contractors shall at all times indemnify the Railway Administration against all claims which may be made under Workmen's Compensation Act or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman, labourer or other person in the employment of the Contractors and shall take all risk of accidents or damage which may cause a failure of the performance of all works from whatever cause arising and the entire responsibility for the sufficiency of all the means used by them for the fulfillment of the contract.

(21) The Contractors shall observe and perform all the provisions of the Payment of Wages Act or any Statutory Modification thereof for the time being in force and any rules and regulations made thereunder with regard to the payment of wages to all persons employed by them under this Agreement and shall indemnify the Railway Administration from and against any claim under the Act by or on behalf of any person employed by them and in respect of any application by any inspector appointed under the Act relating to a breach or non-performance by the Contractors of any of their obligations under the Act and any costs incurred by the Railway Administration in connection with any such claim or applications. If, in compliance with the terms of this contract, the Contractors supply any labour to be used wholly or partly under direct orders control of the Railway Administration whether in connection with any work being executed by the Contractors or otherwise for the purposes of the Railway Administration such labour shall for the purpose of this clause be deemed to be persons employed by the Contractors. If any money shall, as the result of any claim or application as aforesaid be ordered to be paid by the Railway Administration, such money shall be deemed to be money payable to the Railway Administration by the Contractors and on failure by the Contractors to repay to the Railway Administration any money paid by it as aforesaid within seven days after the same shall have been demanded, the Railway Administration shall be entitled to recover the same from any money due or accruing to the Contractors under this Agreement with the Railway Administration.

(22) The Contractors and their staff at Out-agency shall be deemed to be fully

acquainted with the Railway Administration Tariff Rules and the detailed instructions issued in other books.....Out-agency shall be treated as a station on the Railway's system.

Stipulations by the Railway Administration

XIX. For and in consideration of the terms and conditions of this Agreement to be observed and performed by the Contractors the Railway Administration shall pay to the Contractors for the carriage of passengers, their luggage, parcels and goods between the Out-agency and.....station in either direction the rates specified in the aforesaid Annexure "B". or such other rates as may for the time being in force, in place of those contained in Annexure "B" under sub-clause (15) of Clause XVIII of this Agreement.

The Railway Administration reserves the right to forego any wharfage charges accrued or accruing at the aforesaid Out-agency and the Contractors shall have no claim in respect of such charges. In case the godowns do not belong to the Contractors, the charges would be retained by the Railway Administration.

The wharfage charges realized on consignments while in the custody of the Contractors shall also be credited to the Contractors provided that any refunds sanctioned by the Railway Administration to a consignee shall be deducted from the sums due from the Railway Administration to the Contractors.

The Railway Administration shall not pay to the Contractor any rent for the premises used for the agency.

Provided, however, that the building taken on lease by the Contractor in connection with the business of the agency shall be inspected and approved by an Officer deputed by the Railway Administration.

Similarly, the Railway Administration shall not pay the Contractor any expenditure for installation and maintenance of telephone in the building taken on lease to carry out the works of the agency.

XX. The Railway Administration shall supply at the cost of the Contractors movable boards marked".....Railway" to be hung on all vehicles earning the Out-agency's passengers, luggage, parcels and goods.

XXI. All payments to be made to the Contractors shall ordinarily be made monthly, and usually not later than the 25th of the second month following that for which the payments are due. on presentation of bills by the 10th of following month in duplicate in the form as may be prescribed by the Railway Administration, and prepared separately for local and foreign traffic to the Financial adviser and Chief Accounts Officer.....Railway.

XXII. The Railway Administration shall arrange the supply of necessary books and forms to the Contractors for the working of the Out-agency's traffic, free of cost.

XXIII. The Railway Administration shall supply a weighing machine, a ticket tube, a dating machine, a ticket nipper and such number of leather cash-bags as may be considered necessary for the Out-agency. The articles shall remain the property of the Railway Administration and the weighing machine shall also be maintained by the Railway Administration. The Contractors shall, however, be responsible for the safety of these articles and shall be liable for any damages caused thereto by the negligence of the Contractors or their employees, agents or servants.

XXIV. The Railway Administration shall give publicity to the service covered by this Agreement in their Time Tables and Guides and other publications as may be decided by them and the publicity which the Contractors desire to undertake in connection with the service shall be subject to the approval of the Railway Administration.

XXV. The Railway Administration, at its discretion shall issue such passes for the use of the Contractor, as may be considered necessary for journeys in connection with the work of the Out-agency under the Agreement.

XXVI. Except as otherwise provided, a verbal or written arrangement, abandoning, varying or supplementing this contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway Administration unless and until the same is endorsed on this Agreement or is incorporated in a formal instrument and signed by the parties hereto and till then the Railway Administration shall have the right to repudiate such arrangement.

The Railway Administration shall have right and be entitled to withhold payment of dues of the Contractor under this Agreement, in the event of a breach, in the opinion of the Railway Administration of any of the terms and conditions of any agreement entered into by the contractor with the President of India through the General Manager..... Railway or any other authorised officer of any Railway belonging to the Government of India.

XXVII. In the event of any difference of opinion or dispute between the Railway Administration and the Contractors as to the respective rights and obligations of the parties hereunder or as to the true intent and meaning of those presents or any articles or conditions thereof, such difference of opinion shall be referred to the sole arbitration of an officer deputed by the General Manager.....Railway, for the time being whose decision shall be final, conclusive and binding on the parties, the intention of the parties being that every matter in respect of this Agreement must be decided by him as sole arbitrator and not taken to a Civil Court.

IN WITNESS WHEREBY the parties have hereunto subscribed their names at the places and on the dates hereinafter mentioned respectively.

Signed for and on behalf of the President, Union of India by
General Manager of the.....
acting in the premises by order of the President Union of India,
at.....on the.....
Manager.

General

Witnesses: ♦

.....Railway.

(1).....

(2).....

Signed by.....

Contractor at.....

on.....in the present of: ♦

Contractor

Witnesses: ♦

(1).....

(2)

ANNEXURE A

RULES FOR THE WORKING OF THE OUT-AGENCY

1. Booking and despatch of outward luggage, parcels and goods

(a) The Contractors will arrange to book direct all luggage parcels and goods traffic, offered for despatch at the Out-agency subject to the conditions and exceptions provided for in Annexure B.

The booking will be done direct from the Out-agency to all stations and Out-agencies open for receipt of such traffic, except to the stations via which the Out-agency is worked. The booking will be done on the forms prescribed for railway stations, i.e., luggage tickets, parcel way-bills and invoices, and in strict accordance with the rules laid down by the Railway Administration in the books, circulars, notices and other publications referred to in paragraph 4.

(b) The accounting of luggage tickets, parcel way-bills and invoices will be done at the Out-agency and sent to the Accounts Office, in the forms and books prescribed for railway stations.

(c) All such luggage, parcels and goods on arrival at the station via which the Out-agency is worked will be carefully compared by the railway clerk with the connected luggage tickets, parcel way-bills and invoices and entered in the Transshipment Register..... The Railway clerk will sign in the column "Remarks" any defective conditions, etc. of the packages All such remarks will be countersigned by the Contractors' representative.

2. Receipt and disposal of inward luggage, parcels and goods

(a) All luggage, parcels and goods booked to the Out-agency on arrival at the junction station with the Out-agency will be entered in the Tranship-parcels, and goods booked to the Out-agency on arrival at the junction station with the Out-agency will be entered in the Transshipment Register.....and made over along with the connected luggage tickets, way-bills and invoices [see paragraph (b) below] to the Contractors' representative who will sign for the same in the Transshipment Register in the column headed "Signature" and record in the column "Remarks" any defective conditions, &c, of the packages.

(b) The Contractors' representative will, however, receive any consignment marked for the Out-agency even where the connected luggage ticket, way-bill or invoice has not been received. A copy of luggage tickets, way-bill or invoice will be prepared from the railway receipt and taken to account subject to any undercharge being recovered, on receipt of the original or a certified copy thereof from the forwarding station. This should be called for when not received.

(c) On arrival of luggage, parcels or goods at the Out-agency the luggage tickets, parcel way-bills or invoices will be taken into account, and the traffic and documents dealt with, in strict accordance with the rules laid down by Railway Administration in the books, circulars, notices and other publications referred to in paragraph 4.

(d) Inward luggage tickets, parcel way-bills or invoices must be taken to account immediately upon receipt, in the accounts then in hand, even when the consignment has not been received, the amount being shown outstanding until the luggage, parcels or goods have been delivered or orders received for the outstanding to be cleared otherwise.

3. Responsibility of the contractors for freight and other charges

The Contractors shall be responsible for the collection of passenger fares and freight charges on luggage, parcels and goods traffic and undercharges, if any. in accordance with the rules applicable for similar traffic on..... Railway station.

4. Books and forms

The Contractors shall maintain all such books and forms as may be required from time to time by the Railway Administration, for the proper booking and accounting for all traffic booked to and from the Out-agency in accordance with the rules appearing in the..... Railway tariffs and similar other publications and such other instructions as may be issued from time to time by the General-Manager. Chief Commercial Manager, Divisional Railway Manager or Financial Adviser and Chief Accounts Officer of the..... Railway. One copy of each such book, &c. as are required to be maintained, will be supplied free of charge by the Railway Administration, on the Contractors indenting for them on the Divisional Railway Manager. Books etc. required to replace those lost or otherwise destroyed or in addition to those supplied free of charge, will be supplied only at the expense of the Contractors.

5. Returns

The Contractors shall arrange to submit to the Financial Adviser and Chief Accounts Officer..... Railway, or his authorised representative complete returns relating to luggage, parcels and goods traffic dealt with at the Out-agency showing separately the agency and the railway proportions, also balance-sheets in connection therewith, in the manner prescribed in the books referred to above and in any supplemental, general or special instructions issued by the Financial Adviser and Chief Accounts Officer or Chief Commercial Manager.....Railway, Divisional Railway Manager.....Division ofRailway.

6. Refunds

In no circumstances shall the Contractors allow a refund of freight or any other charges on consignments, booked to and from the Out-agency, and all such claims will be forwarded to the Chief Commercial Manager..... Railway or his authorised officer. Overcharges due to errors in classification, rate or computation of freight on consignments booked "To-Pay" discovered prior to the delivery of consignment will, however, be refunded by the Contractors at the time of delivery, the consignee being asked to acknowledge the refund on Refund List. The form bearing the acknowledgement will be sent to Financial Adviser and Chief Accounts Officer.....Railway or his authorised representative along with the connected balance-sheet.

7. Remittance of cash

The Treasury Remittance Note Book which is in trefoil will be kept by the Contractors. In this book the total cash collections will be entered, and sent by the Contractors along with the two outer foils to the..... as laid down in Clause XVIII(13) of the Memorandum of Agreement.

The.....Officer will sign both outer foils, and return them to the Contractors who will submit one outer foil to the Financial Adviser and Chief Accounts Officer by the same days' post, together with the Cash Remittance Note. The other outer foil will be pasted to the counterfoil of the book. Credit Notes and vouchers will also be entered in the Cash Remittance Note which will show the earnings on account of goods and coaching separately. Only one Cash Remittance Note for each day's remittance of cash and vouchers will be prepared and if there be no cash collections on any day, a "Nil" Cash Remittance Note will be prepared and submitted to the Financial Adviser and Chief Accounts Officer.

Dated
Contractors

General Manager

ANNEXURE B

OUT-AGENCY AT.....

GENERAL CONDITIONS APPLICABLE TO THE OUT-AGENCY

1. The Railway Administration will not undertake any liability on behalf of the Contractors under the Common Carriers Act, III of 1865.
2. Coal, offensive goods, explosives, dangerous goods, arms and ammunition..... (descriptions of traffic for which the Out-agency is not open for booking) will not be booked. Small consignments of safety cartridges and ammunition for private individuals will, however, be accepted, and will be carried over the Out-agency at owner's risk.
3. Perishables shall be accepted at owner's risk.
4. Goods liable to damage by rain must be packed in waterproof coverings.
5. Goods carried over the railway at owner's risk will be carried over die Out-agency also at owner's risk.
6. The maximum weight of any single package will not exceed one quintal in the case of parcels and 8 quintals in the case of goods, except where special arrangements have been made.
7. The actual weight will be taken as the basis for the calculation of charges, except where otherwise specified. The rule as to fraction of weight and charges obtaining on the.....Railway shall also apply over the Out-agency.
8. Parcels charged by measurement on the.....Railway will be similarly charged over the Out-agency.
9. Wharfage will be charged under the rules at the rates applicable over the..... Railway.
10. The following will be the fares for passenger and rates for luggage, parcels and goods traffic between the Out-agency and.....Railway station:◆

Contractors

General Manager

Dated

.....Railway

Dated

APPENDIX X
.....RAILWAY
PRIVATE SIDING AGREEMENT

MEMORANDUM OF AGREEMENT made this.....day
of.....19.....

BETWEEN THE PRESIDENT OF INDIA acting through
the.....Railway Administration
(hereinafter called "the Railway Administration") of the ONE PART
and.....

(Hereinafter called the applicant)* of the OTHER PART

WHEREAS THE applicant is desirous of having a private siding laid by the Railway
Administration

at..... from the.....station yard of the..
..... Railway taking off from Kilometre
No..... between.....station
and.....Station of
the.....Railway, as shown in red and green on the plan bearing OE's
No..... hereto annexed for the purpose of carrying on
the Applicant's business in the Applicant's premises situated
at.....
.....
District.....

AND WHEREAS the Railway Administration is willing to lay the said siding for the said
Applicant upon and subject to the terms, and conditions herein after set forth

NOW. THEREFORE. this Agreement witnesseth as follows

1. Interpretation

In these presents unless the context otherwise requires the following words and
expressions have the meaning and shall be interpreted as specified, namely♦

(a) Words importing the singular number include the plural number and vice versa.

(b) "Person" includes a firm or other association or body of individuals and a Company or
other corporate body.

(c) "The Railway Administration" means the President of India, acting through the
General Manager for the time being.....Railway and
any officer of the..... Railway authorised by any such General Manager to
deal with any matters with which these presents are concerned

(d) "The Applicant" means the person named as party hereto of the other part and
includes in the case of a firm or other association or body of individuals the individual
person or persons for the time being and from time to time constituting the firm,
association or body in the case of a company", corporation or body corporate the
successor in business of interest such company corporation or body corporate for the
time-being

(e) "Works" means the premises belonging to or occupied or used In the Applicant which
are connected with theRailway system by the siding hereinbefore
mentioned

(f) "Undertaking" includes all land, railway lines, works buildings, engines, rolling stock and other movable or immovable property now or at any time hereafter forming part of or appertaining to the.....Railway system as now or hereafter constituted and all engines and rolling stock (whether belonging to the.....
.....Railway system or not) passing over such system.

(g) " Railway system" includes Private and Assisted Sidings constructed by the Railway Administrative for the use of other persons.

NOTE

FORMS OF DESCRIPTION OF THE APPLICANT

A. (Where a single person is the Applicant), "and A. B. (insert full name) of (insert address and occupation)".

B. (Where two or more persons are joint Applicants), "and A. B. (insert address & occupation) and CD. (insert full name) of (insert address and occupation)".

C. (Where a single person trading under a different name is the Applicant), "and A. B. (Insert full name) of (insert address and occupation) carrying on business under the name or style of (insert name) at (if the business is carried on at a different address from the address already inserted then insert such additional address)."

D. (Where a partnership firm is the Applicant and the names of the partner known), "and A. B. (Full name) and CD. (full name) carrying on business partnership as (insert nature of business) under the style or firm of (insert name or style of the firm and address).

E. (Where a partnership firm is the applicant and the names of the partners are not known), "and A. & Co. (insert name or style of the firm) a partnership firm carrying on business at (insert address) as (insert nature of business)."

F. (Where an incorporated Company is the Applicant), "A. B. & Co. Ltd. a company incorporated in (insert country of incorporation e.g. India, England or elsewhere, as the case may be) and having its registered office at (insert address)" (in the case of a company incorporated elsewhere than in India add :) "and its principal office in India at (insert address)."

G. (Where the Applicant is a joint family governed by the Mitakshara School of Hindu Law). "A. B. (insert full name) for self and as karta or managing member of the joint family governed by the Mitakshara School of Hindu Law carrying on business under the name or style of (insert name under which the joint family business is carried on) at (insert address) and C.D.F.G.H. etc. (insert full name) being the other adult members of the said joint family.

H. "Siding" includes the Railway track connecting the Applicant's works with the.....Railway system as hereinafter agreed, to be constructed by the Railway Administration and all branches and extensions thereof which may hereafter be constructed by the Applicant or by the Railway Administration at the Applicant's request and all sleepers, ballast, embankments, bridges, tunnels, signals interlocking and telecommunication equipment gates, buildings and other constructions, erections, works and movable property constructed, erected, made, provided or used in connection with the said track and also all land whereon or on part whereof the said track and connected things aforesaid are constructed, erected, made, provided or used including land acquired for the purpose thereof as hereinafter provided and land belonging to the

Railway Administration and land belonging to or occupied or used by the Applicant.

I. " Sub-grade Work" includes the construction of embankments, the making of cuttings and the carrying out of other earth work, the construction of bridges (exclusive of girder works), buildings, platforms, tunnels, culverts, drains and openings and the laying out of ballast, and all other works necessary to permit of the laying and construction of the railway track of the siding and generally all works which have to be abandoned if the siding be closed.

J. "Permanent Way Materials" includes girders, rails, sleepers fastenings, points crossings fencings signalling, interlocking and telecommunication equipment and overhead structure and any other things connected therewith for electric traction and other machinery (except station machinery) and equipments necessary for working the siding.

K. "Legal Representative" means any person who is competent to give the Railway Administration a valid discharge in respect of any money or property which may be payable or deliverable to the Applicant and shall include the executor and administrator of a deceased persons a succession certificate holder, the surviving or continuing partners or members in the case of a firm, association or body of individuals the certificated guardian of a minor's property, the committee of a lunatic, the assignee or receiver of an insolvent's estate the liquidator of a Company, a receiver and any person legally appointed to represent the estate of the Applicant.

L "Departmental Charges" means the charges leviable by the Railway Administration, when work is undertaken by the Engineering Department of a Railway for outside parties, in terms of "the code of the Engineering Department" (as revised from time to time)

2. Agreement to construct siding :

Subject to the terms and conditions hereinafter contained, the Railway Administration will at the cost and expense of the Applicant in all respect construct party on the land of the Railway Administration and party on the land of the Applicant the said siding at or nearfrom on..... Branch as showing in red and green on the plan annexed hereto (bearing CE's No.....) connecting the Applicant's work known assituated at or near in the District of with the system at or nearRailway.

3. Preliminary survey expenses :

The Applicant shall bear and pay to the Railway Administration in advance the sum of Rs..... for the first track kilometre or part of a track kilometre of the siding required and the sum of Rs.....for every half track kilometre or fraction thereof in excess of one track kilometre as cost of survey and preparation by the Railway Administration of the plans and estimates for the siding when the same will traverse in a flat terrain but in case sidings through difficult terrain, of which the Railway Admn. shall be the sole judge, the Applicant shall pay such sum a may be fixed by the Rly. Admn. The amount of Rs..... and Rs.....respectively as stated above an subject to increase from time to time at the sole discretion of the Railway Admn. on the circumstances of each case and the Applicant shall be bound to bear and pay such sum. Single copies of such plans and estimates will be sent to the Applicant on completion. If additional copies of such plans and estimates are required to be supplied, the Applicant shall have to pay such additional charges as may be levied by the Chief Engr. If the Applicant shall desire any alterations to such plans involving further survey work the Applicant shall pay to the Rly. Admn. in advance the cost of such further survey and the preparation of amended plans and estimates at the rates and terms as stated above in addition to the cost before mentioned

Provided, however, that where a subsidiary or auxiliary line requiring additional survey work is proposed to be constructed off the main siding but forming part of the same, the additional length of such divergent line will be reckoned in calculating the survey charges.

Provided further that the amounts mentioned in this clause shall not be refundable under any circumstances when survey work has started but if the survey work is not started at all the amount may be refundable deducting such expenses as may be incurred.

4. Land:

The Railway land required for laying the siding will be licensed to the Applicant. The land outside the Railway boundary shall be acquired by the Applicant. The Railway Administration, however, may assist the Applicant for acquisition of land, all expenses towards acquisition of such land including Supervision charges shall be borne by the Applicant. '

The Railway land required for the siding will be licensed to the Applicant. The Applicant will have to pay for land rent at the rate of 6% per annum of the market value of the land or at such rate as maybe fixed from time to time. This rent will be revised every five years based on market value of land in the area as obtained from the Civil authorities. The land outside the Railway boundaries shall be acquired by the Applicant at his cost by purchase or otherwise.

5. Sub-grade work :

The sub-grade work including earth-work, culverts and bridges, drains, pitching and protection work and ballast supplying will be carried out at the cost and expense of the Applicant either by his own agency or by the Railway Admn. on his request. When the works or part of them are carried out by the Applicant the work should conform to the Railway Administration's drawings and specifications and shall be executed under, the supervision of Engineering, Staff of the Railway Administration. The Applicant will have, to pay life general charges for establishment and other wise as estimated subject to final adjustment as per actual and Department charges as provided in extent orders of the Railway Administration on the estimated cost of the work depending on the agency of execution.

6. Payment by the Applicant against the total estimated costs:

(a) The Applicant will pay in advance to the Railway Administration the total estimated cost of the work consisting of the estimated costs of work done by the party and those by the Railway Administration and general charges and departmental charges thereon. After completion of the work and certification in writing by the Railway Engineer, the completion cost of the work will be arrived at with the cost of materials and labour and general charges based on actual and departmental charges as per rates, fixed from time to time added to it. In case the completion cost is lower than the amount deposited, the difference will be paid back to the Applicant and vice versa. No interest however, shall be payable by the Railway Administration on any such amount refundable to the Applicant. If the amount actually expended by the Railway Administration for the construction of the siding exceeds the amount paid in advance by the party the Applicant shall pay to the Rly. Administration on demand the amount of the excess forthwith in case the excess is upto 20% above the estimated cost. If the excess is more than 20% of the estimated cost a revised estimate will be supplied by the Railway Administration as and when such excess is known and the Applicant will forthwith deposit the excess amount so involved.

(b) The Railway Administration may execute the work by its own labour through

contractor or other agencies. If the Railway Admn. incurs any additional liability arising out of litigation or arbitration award or any other dispute etc. after sanction of the estimate/Drawing Physical progress of this work or even after drawal/sanction of CR the party on whose behalf the work is executed by the Railway Administration will have to discharge the debt liability and they will be bound to pay the same within one month. from the date of the written demand in this behalf.

7(a). Permanent Way Materials.

The Applicant will provide and delivers at site the Permanent Way and other materials in accordance with the Railway Administration's Standards and specifications as per the Railway Administration's estimate. On completion to the satisfaction of the Railway Administration of the sub-grade work the permanent way materials shall be laid by the Railway Administration. All charges incurred in laying and fitting the permanent way materials and all other equipments, which may be provided, including freight at public tariff rates, materials trains and handling charges shall entirely be borne by the Applicant.

In addition, the Applicant shall bear departmental and other charges as may be fixed by the Railway Administration from time to time on such cost borne by the Applicant. The Railway Administration may also, if so required by the Applicant, provide any station machinery required upon payment by the Applicant in advance of such cost and charges in respect thereof as shall be fixed by the Railway Administration.

7(b). Electrification of siding:

Should be Railway Administration at any time or times hereafter require to electrify the siding, entire cost of OHE will have to be borne by the siding owner as in the case of track. Maintenance cost will similarly have to be borne by the siding owner.

In case of all new private sidings, the area/sec, from which the siding takes off is electrified in future and in consequence electrification of the siding becomes necessary for operation of the siding, the entire cost of the OHE will have to be borne by the siding-owner as in the case of track. Maintenance costs of OHE will also be borne by the party.

(i) In case of existing sidings :

With regard to sections which are being electrified, in case Over Head Equipment for the Private sidings is considered essential, the cost will be borne by the Applicant.

(ii) Where section is already electrified and OHE is to be provided for the siding, the provision of OHE will be at the cost of the party concerned, otherwise, movement to the siding will have to be by Applicant's own locomotives.

(iii) If any modification of the siding or any works in the vicinity of the same be required on account of electrification, the work should be carried out under Private Siding terms, i.e., on the same terms "and conditions under which the siding was constructed.

8(a). Maintenance and other charges for the portions of the siding within Railway land :

(i) The Applicant shall also pay to the Railway Administration towards the ordinary maintenance of the said siding within Railway boundary coloured red viz. the permanent way materials, sub-grade work etc, at such rates as may be fixed by the Administration from time to time. Such charges as may be fixed by the Railway Administration from time to time be paid in advance within seven days after every 31st day of March and such yearly payments to include all items upto the last day of respective financial year.

Provided that the entire cost of recouplement of ballast, renewal, replacement or strengthening of permanent way materials etc, shall be deemed to be special repairs and the Applicant agrees to pay on demand the full expenditure incurred by or through the Railway Administration on this account, the Applicant shall also pay to the Railway Administration such amount as departmental and other charges, as may be fixed by the Railway Administration from time to time, based on (i) either a fixed percentage of the cost of works including departmental charges (ii) or actual expenditure

(ii) The Applicant agrees that any special emergency repair works which may be necessary for the safety of the siding (the Railway Administration being the sole Judge for this purpose) will be done by the Railway Administration at the cost of the Applicant and the Applicant agrees to pay on demand any expenditure incurred by or through the Railway Administration on this account. The Applicant shall also pay to the Railway Administration departmental and other charges, as may be fixed by the Railway Administration from time to time.

8(b). Maintenance and other charges for the portion of the siding outside Railway Land :

(i) The Applicant will at their own cost and expenses in all things and to the satisfaction of the Railway Administration and if required by the Railway Administration under its supervision maintain in good order and repair the said portion of siding [on their own land delineated and coloured (green) on the said plan]. Such charges as may be fixed by the Railway for the supervision rendered shall be paid by the Applicant:

Provided however, that the Railway Administration may at the request of the Applicant, undertake at any time the ordinary' maintenance of the said portion of siding (coloured green) on the Applicant paying to the Railway Administration in advance maintenance charges at such rates as may be fixed by the Railway Administrative from time to time per kilometre basis fraction less than half a kilometre being treated as equivalent to half a kilometre:

Provided also that when the Railway Administration is also required to carry out any renewals of permanent way materials or strengthening of track and special repairs to sub-grade works including recouplement of ballast in respect of the said siding (coloured green) the Applicant shall pay in advance to the Railway Administration the cost which the Railway Administration or their Engineer may estimate for such renewals of permanent materials or strengthening of track including supply of materials and special repairs to sub-grade work together with supervision and other charges as fixed by the Railway Administration.

The difference between the cost so estimated and the cost actually incurred will be paid to or repaid by the Railway Administration as the case may be, on the completion of the particular work being certified in writing by Rly. Engg. No interest will be paid by the Railway Administration on any such advance.

(ii) The Applicant agrees that any special emergency repair works which may be necessary for the safety of the siding (the Rly. Admn. being sole Judge for this purpose) will be done by the Rly. Admn. at the cost of the Applicant and the Applicant agrees to pay on demand any expenditure incurred by or through the Rly. Admn. on this account. The Applicant shall also pay to the Railway Administration Departmental and other Charges as may be fixed by the Railway Administration from time to time.

8(c) The Inspection charges at a rate to be fixed by the Rly. Admn. from time to time per km. or part thereof per year will be levied by the Railways for inspecting the fitness of the sidings which is not maintained by the Rlys. for receiving the Railways' Rolling

Stock etc. This Inspection will not absolve the party from their responsibility of proper maintenance of the Siding and also responsibility or liabilities laid down in Clause 18 hereinafter.

8(d) The Applicant shall be responsible to keep the track and cess clear for day to day movement of Rolling Stock and locomotives. In case this is not done, the Railways will have the right to stop the working on the siding or impose a charge at a penal rate to be decided by the Railway Administration to have the track and cess cleared for the working of the siding.

9(a). Weigh-Bridge Facilities, Level Crossings etc

(a) The Applicant shall provide and maintain at their own cost and expense a suitable weigh bridge, weigh-bridge house and weigh bridge siding and such level crossings, gates and gate-lodges, water columns and watering arrangement within the siding limits as the Railway Administration may require the Applicant to provide from time to time.

All aforesaid works & maintenance shall be done according to Railway rates and regulation as in force from time to time. Such emergent maintenance as may be required for the safety purposes may be done by the Rly. Admn. and the Applicant agrees to pay on demand any expenditure incurred by or through the Railway Administration on this account including Departmental and other charges, as may be fixed by the Railway Administration from time to time.

9(b). The applicant shall also provide quarters of appropriate types for the weigh-bridge Clerk's siding Clerk (s), pointsmen and Gatemen for level crossings to be employed and all labour necessary for the proper performance of the operation of weighing which must be done within free time allowed for the wagon.

(c) The staff referred to in Sub-clause (b) above will be Railway Servants, to be appointed by the Railway Admn., but the Applicant shall pay to the Railway Administration the amount of salary and allowances paid by the Railway Administration to all such staff so employed as well as all contributions or payments which the Railway Administration may make towards or on account of leave-salary, pension, Provident fund bonus, special contribution to Provident fund, gratuity; house rent, cost of uniform or any other contributions, payments or fringe benefits for the benefit of such staff in accordance with any rules of the Railway Administration for the time being and from time to time in force relating to the employment and emoluments of the Railway servants.

A separate terms and conditions for maintenance and inspection of such siding will be executed by the applicant with the Railways.

(d) A card will be kept by the Applicant testifying the accuracy of the weigh-bridge and giving date of tests as in the case of all Railway weigh-bridges. The Applicant should also permit the railway weigh-bridge Inspector or such other staff as may be deputed by the Railway Administration at all times to check the accuracy of the weigh-bridge and to supervise the maintenance, which shall be carried out by the Applicant to the satisfaction of the Railway Administration.

(c) The maintenance shall be done according to Railway rules and regulations as in force from time to time. Such emergent maintenance as may be required for safety may be done by the Railway Administration without prior notice to the Applicant and the Applicant will have to pay on demand any expenditure incurred by or through the Railway Administration on this account, including departmental and other charges as may be fixed by the Railway Administration from time to time.

10. Rent of land :

The Applicant shall pay to the Railway Administration in advance on the first day of April every year such sum of money as may be fixed by the Railway Administration from time to time as yearly rent for the use and occupation of land belonging to the Railway Administration upon which the portion of the said siding and works coloured red on the said plan shall be situated, the first payment thereof to be made on the 1st day.....19.....

11. Additional works including renewals, replacement and restrengthening:

In the event of it being necessary after the opening of the siding any alterations or additions or renewals or replacements items as fencing, signalling, interlocking and Tele-communication equipments, improved safety appliance or machinery of any kind or to provide quarters for signallers or staff for the working of the siding such additional work shall be provided at the cost of the Applicant as per the general condition governing the construction of the siding. Any additional expenses incurred in working of the safety appliance, including but not limited to such as salary and allowances of signallers, or watchmen or any other staff as well as all contributions or payments which the Railway Administration may make towards or on account of leave-salary, pension provident fund bonus, special contribution to Provident fund, gratuity, house rent, cost of uniforms or any other contributions, payments or fringe benefits for the benefit of such signallers or watchmen or any other staff employed by the Rly. Admn. for the purpose of the clause II in accordance with any rules of the Railway Administration for the time being in force relating to the employment and emoluments of Railway servants, provision of stores and repairs shall be paid by the Applicant.

Provided that the question whether it is necessary to make any alterations or renewals or replacements or strengthening of track of bridges will be decided by the Railway Administration, at its sole discretion, and such decision shall be final and binding on the parties.

No addition or alteration shall be made to the siding nor shall any temporary or permanent structure be erected without the sanction in writing of the Railway Administration.

All such structure must comply with the regulations from time to time in force upon.....

Railway system regarding standard dimensions and other matters. The terms and conditions of this agreements will also be applicable to any additions and alterations made to the siding unless otherwise decided by the Railway Administration.

12. Deposit towards the cost of Removal of siding and all other charges :

(a) The Applicant shall deposit in advance at the time of construction of the siding a sum considered sufficient by the Railway Administration to cover the cost of dismantling of the siding and other charges in connection therewith within the Railway land and marked in red, in the event of termination at this agreement on such ground on which the Applicant shall be liable to pay the cost of dismantling of the siding and other charges. No interest will be allowed by the Railway on such deposit if made in cash. Paper securities at 5% below the market value hypothecated to FA&CAO may also be permitted. Interest accrued on this account may be paid to the Applicant.

As the above deposit and the cost are provisional, the Applicant shall further pay on demand at the time of dismantlement any difference in cost between the cost of dismantlement and the initial deposit, failing which the Railway would be at liberty to appropriate the materials belonging to the party towards such cost. Any sum due to the

Applicant out of the initial deposit will be refunded to the Applicant.

(b) The applicant shall pay all rates, taxes, cesses and assessments whatsoever payable, or hereafter to be payable, to any local body or State or Central Government in respect of all structures, buildings and other works built or created in connection with the siding.

(c) In the event of the Applicant failing to pay within due time the sum payable by him to the Railway Administration under the provision of clause 8(a) and of sub-clause (b) of the clause, the Railway Administration shall be entitled to terminate this agreements, by giving one month's notice in writing to the Applicant.

(d) The termination of this agreement under the provisions of this clause shall be without prejudice to any rights or remedies to which the Railway Administration will be entitled to in respect of any acts, matters or things arising before such termination.

13. Cost of railway staff employed at the siding etc.:

(a) The Applicant shall pay the Railway Administration such establishment cost of any Railway staff posted at the siding for the proper working of the said siding as may from time to time be decided by the Rly. Admn. and such establishment cost shall include the pay and allowances of any Railway staff as well as all contributions or payments which the Railway Administration may make towards or on account of leave-salary. Provident Fund. Bonus. Special contribution to Provident Fund, pension, gratuity, house rent, cost of uniform or any other contributions, payments or fringe benefits for the benefit of any Railway staff in accordance with any rules of the Railway Administration for the time being and from time to time in force relating to the employment and emoluments of the Railway servants.

(b) The Applicant shall provide or bear the cost of proper and suitable office accommodation and quarters for all Railway staff posted at the siding.

(c) (cost of Rly. staff employed at the siding etc.)

"Where the railways are necessarily to incur extra expenditure in train examination and wagon repairs over and above what would normally be done and which they would not have normally incurred otherwise in such cases entire cost of railway staff posted for Train examination and all other expenses incurred in examination, certification, repairs etc. should be paid by siding-holders."

14. Traffic on Siding

(a) Wagon will be hauled by the Railway Administration (subject to such rules and restrictions as may be enforced from time to time) to and from the point marked 'X' in the said Plan No.....(same number as in Clause 2) hereinbefore referred to or such other points as may hereafter be fixed upon by mutual consent of the Applicant and Railway Administration in writing at which point they shall be made over to the Applicant and returned to the Railway Administration in such manner as shall be determined in each case by the Railway Administration. The Applicant undertakes to shunt the wagons from such point to his premises and back with his own labour and the Railway Administration will. not be responsible for any delay, loss and damages caused in consequence of the failure of the Applicant to arrange for such shunting.

(b) Provided that the Railway Administration may at the request of the Applicant undertake shunting by locomotives of wagons inside the premises of the Applicant on the portion of the siding coloured green in the said plan and demand such additional charges as may be determined from time to time by the Railway Administration but this facility may be withdrawn at any time at the sole discretion of the Railway.

(c) No traffic in commodities other than such as can reasonably be regarded as necessary for the working or requirements of the mill, factory or industry of the Firm, shall, except with the written permission of the General Manager of the.....Railway or an Officer authorised by him, be at any time taken or sent by the Applicant over the siding. No consideration or remuneration of any nature, except such as may be contained in a written permission of the General Manager or an Officer authorised by him, shall be received or taken by the Applicant in respect of traffic over the siding.

15. Siding not to be used by Other Persons

No traffic other than that of the Applicant's Works shall at any time be sent over the siding by the applicant except with the prior written permission of the Railway Administration and the Applicant undertakes not to permit any other person whomsoever to use the siding and not to take or receive or permit any other person to take or receive from any other person whomsoever any consideration of remuneration of any sort or in respect of the carriage of any commodity over or for any purpose whatsoever in connection with siding except with the prior written permission of the Railway Admn. and in all cases of disputes or differences with regard to any matters mentioned in this clause the decision of the Chief Operating Manager/Chief Commercial Manager of.....Railway shall be final and binding on the Applicant.

16. Freight etc. on traffic

(a) The Applicant shall pay freight and also all other charges (including siding, placement & withdrawal charges, where leviable) on traffic to and from the siding, from the date of opening of the siding in accordance with the Rly. Admn.'s Tariffs, Circular and Advices in force at or given effect to from the time the traffic is carried or such rates as may be fixed by the Railway Admn. from time to time. Such traffic will be subject to all the rules, conditions & charges as contained in such Tariffs, Circulars and Advices.

(b) The free time allowed to the Applicant for loading and unloading of wagon and the demurrage charges leviable for detention in excess of such free time will be governed by the rates and rules published from time to time in the Tariffs, Circulars and Advices of the Railway Admn. and in force at the time the traffic is carried.

(c) When wagons cannot be placed at the point of interchange on account of the siding being blocked by wagons that have not been returned by the Applicant or on account of the Applicant's inability to accept wagon in the siding & such wagons are detained in the serving station yard, the Railway reserves the right to levy demurrage, detention or other charges on such wagons from the time such wagons are ready to be made over to the Applicant, the usual free time being allowed only once.

(d) The Rly. Admn. will not be responsible for loss, damage destruction deterioration of the contents of wagons booked at either owner's risk rate or railway risk rate, hauled over the siding during the time such wagons are in transit or remain on any part of extension of the siding at or beyond the point of interchange.

(e) Unless a Goods Clerk representing the Admn. is employed at the siding empowered to effect delivery there wagons will not be placed in the siding until delivery is effected at the serving station. In the event of the Applicant failing to effect delivery within the prescribed free time after the arrival of the wagons at the serving stations, the usual demurrage charges shall "begin to accrue on such wagons thereafter, the free time being granted only once.

(f) The Applicant shall at all time permit any person appointed by the Railway

Administration to inspect the loading and unloading of wagons the said siding (Coloured Red & Green).

(g) All goods despatched from and to the said siding should be loaded and unloaded by the Applicant at his own cost.

17. Working of Siding

The Applicant shall provide labour for and being the cost of all operations on the siding. The Applicant shall be responsible for the strict compliance by himself and his employees and agents of all rules, regulations and standing orders made by the Railway Administration from time to time for the working of sidings and for all accidents, loss or damage that may ensue or be caused by reasons of negligence or non-observance of such rules, regulations and orders. It shall be the duty of the Applicant to obtain from the Railway Administration authentic copies of all such rules, regulations and orders aforesaid and to see that his employees and agents working in connection with the siding are made and kept acquainted with the same.

18. Applicant Responsible for Damage or Injury to Person or Property

The Applicant shall be entirely responsible for all property of the Railway Administration during the time the same shall remain on any part or extension of the siding at or beyond the point of interchange and shall make good on demand all loss of or damage to the engines, damages and deficiencies of rolling stock (Railway wagons) or other property of the Railway Administration from any cause whatsoever except sole negligence on the part of the staff of the Railway Administration or act of God or War or other acts or circumstances for which the Applicant is not responsible. The Applicant shall also be liable to bear the cost of re-rolling engines and rolling stock derailed and for repairs to the siding necessitated by such derailment.

The Applicant shall also indemnify the Railway Administration against any loss due to damage, injury or death caused to any Railway servant while working in connection with the Private siding.

19. Railway Administration's Rights regarding use of the Sidings

In addition to any other rights, powers and liberties, person provided for, the Railway Administration shall have the following rights, powers and liberties, to, over and in connection with the siding or any extension or part thereof, namely: ♦

(a) To use the siding or any extension or part thereof for any purposes of the Railway Administration free of charge or any remuneration to the Applicant in respect of such use.

(b) To connect or allow to be connected with the siding or any extension or part thereof any other siding or sidings branching or extending therefrom which may have been constructed or which may hereafter be constructed by or under the authority of the Railway Administration for any other person or persons whomsoever or for the purpose of the Railway Administration and to make or allow such alterations as may be necessary to effect such connection.

(c) To use or to permit the use of the siding or any extension or part thereof for the traffic of any person or persons other than the Applicant and to work traffic over the siding or any extension or part thereof to and from any other siding or sidings or branches or extensions therefrom which may be constructed as aforesaid jointly with the traffic of the Applicant upon payment by such person or persons to the Applicant of either such portion of the cost originally paid by the Applicant to the Railway

Administration, in respect of the land and sub-grade work or such tollage for such use as aforesaid as shall be decided by the General Manager for the time being of the Railway Administration or such other Officer as may be nominated by him whose decision shall be final, conclusive and binding on the Applicant as to whether a portion of the aforesaid cost shall be payable and if so, the amount thereof or whether a tollage shall be payable and if so, the amount or rate thereof.

The Railway Administration shall collect such proportionate cost on behalf of the Applicant but shall not be responsible for collection of tollage for and on behalf of the Applicant, but the Applicant may enter into agreement with the person or persons who has/have been permitted the use of Siding or part thereof by the Railway Administration on the payment by the letter of tollage.

The use of the Siding or any extension or part thereof by the Railway Administration or by other persons shall be so conducted in such manner and to such extent as to interfere as little as possible with the free use of the siding by the Applicant whose traffic shall have precedence.

(d) To refuse supplies of wagons or other rolling-stock for the Applicant to any siding or sidings constructed for any other person or any branches or extensions or parts thereof over which the Applicant may be allowed to work traffic jointly with such other person or otherwise in the event of non-payment by the Applicant of any sum or tollage which the Railway Administration may decide shall be payable by the Applicant or in the event of non-compliance by the Applicant with any directions or requirement of the Railway Administration with regard to the use of working of the siding or any branch or extension thereof or any other siding, branch or extension whether constructed for the Applicant or otherwise including the commission or omission of any act, matter or thing which may interfere with or inconvenience the Railway Administration in the proper working thereof.

20. Conversion of the siding

The Railway Administration may whenever they shall think proper to convert the entire portion of the said siding (coloured Red and Green on the said plan) or part thereof into Railway or Assisted Siding by giving to the Applicant six months' notice of their intention so to do on payment of such costs to the Applicant as would be considered reasonable by the Railway Administration at the time of conversion. The decision of the General Manager of the Railway Administration on the amount to be paid shall be final and binding on the parties.

The applicant shall not raise any objection to such conversion and shall execute in the standard forms such agreements as may be considered necessary by the Railway Administration, in the altered circumstances, failing which the Railway Administration will have the right either to suspend the siding facilities granted to the holder or to terminate the agreement by giving one month's notice in writing.

21. Applicant not to Transfer Rights

The Applicant shall not be entitled to assign or transfer or sublet or permit to be used or enjoyed by any other person in any manner whatsoever any of the rights or benefits conferred upon the Applicant by these presents and any purported assignment, transfer or subletting or permission shall be valid and of no effect. Provided also that in the event of any other person being permitted by the Railway Administration to use the siding on the Applicant's request or otherwise, the Applicant shall remain responsible to the Railway Administration for all the charges and obligations under this Agreement:

Provided, however, that if the Applicant shall desire to transfer the Applicant's works to any person or if the Applicant being a Company shall go into liquidation and such

intended transfers or the liquidator of the Company shall desire the use the benefit of the siding then subject to the under mentioned conditions being complied with, the Railway Administration may at its discretion on the written request of the Applicant and of the intended transfers of liquidation made prior to the transfer or within one month after the commencement of the liquidation as the case may be, and after production by the transferee of the registered Deed of Transfer of the Applicant's Works or after proof by the Liquidator of his intention to carry on the Company's business for the purpose of the liquidation proceedings, allow the transferee or liquidator the use and benefit of the siding. The conditions above mentioned are the following: ♦

(i) That the liquidator shall be approved by the Railway Administration but such approval will not be unreasonably withheld.

(ii) That the liquidator shall duly sign and register a Private Siding Agreement in the same form as these presents so far as then applicable or in such other form as the Railway Administration may then require.

(iii) That the Applicant, Railway Administration and transferee shall duly execute an agreement of assignment as may be prescribed by the Railway Administration.

22. Power to Terminate Agreement if Traffic Insufficient

(a) Notwithstanding anything contained in this Agreement the Railway Administration shall be entitled, in the event of the Railway Administration being of opinion that the Applicant's traffic over the siding is insufficient to justify the retention of the siding by the Applicant, of which event the Chief Operating Manager/Chief Commercial Manager of the Railway Administration will be the sole judge, to terminate this Agreement by giving to the Applicant not less than 6 (six) month's previous notice in writing of the Railway Administration's intention to terminate this Agreement and on the expiry of such notice, this Agreement shall stand terminated.

(b) The termination of this Agreement under the provisions of this Clause shall be without prejudice to any rights of remedies to which the Railway Administration will be entitled to in respect of any acts, matter or things arising before such termination.

23. Power to close the portion of the siding within Railway land coloured red in the annexed plan or work it for public traffic

In the event of the Railway Administration deciding in the public interest to close the siding or any part or extension thereof or to work the siding or any part or extension thereof for public traffic as part of the Railway system (the decision of the Railway being final in this case and the service of the notice as hereinafter stated shall be conclusive evidence of the same) the Railway Administration may terminate this Agreement by giving to the Applicant 6(six) month's previous notice in writing of such decision and on the expiration of such notice this Agreement shall terminate :

Provided, however, that in such event the Railway Administration shall at their option either construct for the use of the Applicant at the cost of the Railway Administration a suitable siding in lieu of the siding or the portion or extensions thereof so closed or worked for public traffic or furnish the Applicant with facilities for his traffic equivalent to those supplied to him by the siding or such portion or extension thereof but if either of the foregoing courses shall be found by the Railway Administration to be practicable (the decision of the Railway being final in this case) the Railway Administration may pay to the Applicant the compensation specified below : ♦

The cost of the siding (both sub-grade and super grade works) originally paid by the Applicant less depreciation @ 5% (five) per year upto 20 (twenty) years after the date of

completion of the work. After expiration of 20 (twenty) years no refund of cost of any part of the work shall be payable.

24. Power to Stop Traffic and to Terminate Agreement in Certain Events

The Railway Administration shall have the absolute right to refuse at any time to allow their rolling stock to go on or be used upon the siding or any part or extension thereof and shall also be entitled to determine this Agreement at any time after the happening of any of the following events :◆

(a) In the event of the Applicant failing to deposit within the time fixed for the purpose any sum or sums required to be deposited under the provisions of these presents or according to any direction of the Railway Administration.

(b) In the event of the Applicant failing to pay any other sums payable to the Railway Administration under this Agreement or any other charges payable to the Railway Administration in respect of the siding or the use thereof within one month after the due date of payment or in the event of a due date not being specified then within one month after service of a written demand for payment.

(c) In the event of the Applicant failing to comply with any requisition of the Railway Administration to remove or repair any defect which, in the opinion of the Railway Administration, may endanger the working and safety of the siding within such time as shall be fixed by the Railway Administration for the purpose.

(d) In the event of the Applicant ceasing for a consecutive period of 3 (three) months to use the siding or any part for extension thereof for the Applicant's own traffic in connection with the Applicant's Works.

(e) In the event of the Applicant contravening the provisions of Clause 15 hereof.

(f) In the event of the Applicant failing to observe or perform any other obligation on his part herein contained.

(g) In the event of the siding becoming dangerous or defective by reason of any act of God or other act or circumstances for which the Railway Administration is not responsible.

(h) In the event of any branch line, siding or part or extension thereof connecting the siding or any part or extension thereof with the.....Railway system becoming dangerous or defective for any reason whatsoever and whether such branch line, siding, part or extension shall belong to the Applicant or to any third person.

(i) In the event of any branch line, siding, or any part or extension thereof connecting the siding or any part or extension thereof with the.....Railway system being closed by the Railway Administration under any powers which the Railway Administration may possess whether by statutes or by Agreement with third persons or closed by order of the Government of India or any State Government.

The Applicant shall have no claim whatsoever against the Railway Administration in respect of any refusal by the Railway Administration to allow their rolling stock to go or be used upon the siding or any connected siding or branch line in any of the aforesaid events :

Provided always that on the happening of any of the events mentioned in Sub-Clauses (a), (b), (d), (e) and (f) the Railway Administration shall not exercise the power conferred upon it by this Clause unless 14 (fourteen) days' previous notice has been given in writing requiring the Applicant to comply with the demand or requisition, as the case may be, of the Railway Administration and the Applicant has failed to comply with the same within the time specified in such notice.

No notice shall be required to be given in the cases specified in the other sub-clause of this clause.

25. Termination of Agreement on Death, Insolvency

This Agreement may be determined by the Railway Administration without prior notice at any time after the happening of any of the following events :◆

(a) In the event of the death of the Applicant if an individual.

(b) In the event of a partition of the Joint family properties, if the Applicant is a Joint family governed by the Mitakshara School of Hindu Law.

(c) In the event of dissolution of partners either by act of parties or by order of Court if the Applicant is a firm or other association or body of individuals.

(d) In the event of the Applicant becoming insolvent or going into liquidation either voluntarily or under an order of a competent Court.

(e) In the event of the Applicant's interest in the works becoming wholly or partially vested in some other person.

(f) In the event of the Applicant contravening the provision of Clause 20 hereof.

26. Consequences of termination under Clauses 22,23, 24, 25 & 27

On termination of this agreement under provisions of clauses 22, 23,24. 25 and 27 thereof the Railway Administration shall be entitled to disconnect from their Railway the portion of the said siding within the Railway land (coloured red on the said plan) at the cost of the Applicant and take up and remove the same and the appliance, connected therewith and dispose of the materials thereof as they may think fit rendering to the Applicant surplus (if any) to arise from such disposal after first defraying and reimbursing there at all costs and expenses on and incidental to such taking up, removal and disposal and all sums owing to them by the Applicant under the terms of this Agreement or for freight or carriage.

Provided always that the Railway Administration shall at all times have a line on the portion of said siding within the Railway land (coloured red in the said plan) and appliances connected therewith and materials thereof for all sums owing to them from the Applicant under the terms of this agreement or for freight or carriage. The Applicant shall have no claim whatsoever against the Railway Administration in respect of termination of this agreement whether under any of the provisions of these presents or in any manner not provided for by these presents.

27. Agreement to Bind Applicant Until Terminated by the Railway Administration

Until terminated by the Railway Administration or unless and until the person or persons in whom the entire rights and interests of the Applicant have vested and with whom the Railway Administration has agreed to enter into a Private Siding Agreement has

executed and registered such Agreement in the same form as these presents or in such other form as the Railway Administration may require as provided in Clause 21 hereof, this Agreement shall be binding upon the Applicant and the successors in title or interest of the Applicant in the Applicant's Works:

(i) Provided that the Applicant may, by giving 6(six) months' notice to the Railway Administration discontinue the use of the siding. In such event, the Applicant shall not be liable for the payment of maintenance and other charges under the Agreement for the period subsequent to the date of expiry of the said notice, but nevertheless all other obligations under the Agreement shall be binding on him.

(ii) Provided further that the Railway administration has the right without assigning any reason to terminate this Agreement on 6(six) months' notice.

28. Applicant to give vacant possession of land within a month of termination

On termination of this Agreement the Applicant shall remove their materials from the land of the Railway Administration and give vacant possession of the same to the Railway Administration within one month :

Provided that if the Applicant fails to remove their materials from the land of the Railway Administration within the time specified by the Railway Administration, the same shall be removed by the Railway Administration and the cost of such removal be realised from the Applicant either from their deposits or by sale of the Applicant's own property within such land of Railway Administration or by any other means.

29. Right to Charge Interest on Money due hereunder to the Railway Administration

Notwithstanding anything contained in the foregoing Clauses of this Agreement the Railway Administration shall have the right to charge and recover from the Applicant interest at such rates as may be fixed by the Railway Administration from time to time on any or all sums payable by the Applicant under the terms thereof if such sums are not paid within one month from the due date and if no such date is fixed, within one month from the date on which a written demand is made by the Railway Administration.

30. Right of Deduction of Money due to the Railway Administration

The Railway Administration shall have the right to deduct from any amount which may become payable by the Railway Administration to the Applicant or to the legal representative of the Applicant any money due from the Applicant to the Railway Administration under these presents or for freight, haulage or other charges or otherwise in connection with the construction, maintenance or working of the siding.

31. Service of Notices on Applicant

The Applicant shall maintain a proper office to which all letters, notices, demands and other communications intended for the Applicant may be sent, and every notice, demand or other communication which shall be delivered at or sent by Registered Post to such Office shall for all purposes whatsoever be deemed to have been validly and effectively delivered to the Applicant.

32. Exercise of Powers

Subject as otherwise provided in this Agreement, all notices to be given on behalf of the President of India and all other actions to be taken on his behalf may be given or taken on his behalf by Chief Operating Manager or Chief Engineer or Chief Commercial

Manager of the.....Railway Administration.

33. Alteration/Variation of the Agreement

Except as hereby provided any verbal or written arrangement, abandoning or varying or supplementing this Agreement or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway Administration unless and until the same is endorsed on this Agreement or incorporated in a formal instrument and signed by the parties hereto and till then the Railway Administration shall have the right to repudiate such arrangement.

34. Arbitration

In the event of any dispute or difference of opinion between the parties as to the respective rights and obligations of the parties hereunder or as to the true intent and meaning of these presents or any articles or conditions thereof arising such dispute or difference of opinion (except the matters regarding which the decision has been specifically provided for in this agreement) shall be referred to the sole arbitration of an arbitrator to be appointed by the General Manager
.....Railway for the time being and his decision shall be final conclusive and binding on the parties. For the purpose of this Agreement, the General Manager will mean the head of the..... Railway Administration.

If the arbitrator appointed by the General Managers resigns from his appointment as an arbitrator or vacates his office, or is unable or unwilling to act so for any reason whatsoever or dies, the General Manager will have the power to appoint a new arbitrator to act in his place. Such arbitrator shall be entitled to proceed with the reference from the stage at which it was left by the previous arbitrator.

The arbitrator may from time to time, with the consent of parties to these presents enlarge time for making and publishing the award.

35. Cost of Execution of Agreement

All expenses in drawing up the Agreement and the cost of the stamping and registration shall be borne by the Applicant.

Money receipt obtained from the Registration Office should be handed over to the Railways for collection of registered agreement which shall remain in the custody of Railways. Any charges, if levied for collection of registered agreement, shall also be borne by the Applicant.

36. Agreement in Force From

The Agreement shall be deemed to have come into force on and from.....

37. Head Notes

The head notes herein are for the convenience of reference only and shall not affect the construction of these presents.

IN WITNESS WHEREOF the parties to those presents have set and subscribed their respective hands and seals on the day and year first above written.

Signed, sealed and delivered for and on behalf of President of India

by

the

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of

the.....
...Railway

Administration in the presence of

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Signed and delivered by

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In the presence of

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Witness

(1) Signature.....

Name.....

Occupation.....

Address.....

(2) Signature.....

Name.....

Occupation.....

Address.....

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Dated the.....19..

BETWEEN THE

PRESIDENT OF INDIA AND

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PRIVATE SIDING AGREEMENT

Re:

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.....Siding

at Kilometre

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Off

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