

**GOVERNMENT OF INDIA/BHARAT SARKAR
MINISTRY OF RAILWAYS/RAIL MANTRALAYA
(RAILWAY BOARD)**

No. TC-I/2008/101/3

New Delhi, dated 08.12.2015

Chief Commercial Manager,
South Eastern Railway,
Kolkata.

Sub: Forwarding Note for booking of Goods

Ref: SER's letter No. OS/FG/CKP/LPA/Spl.Cr./13 dt.30.11.2015

Please refer to SER's letter under reference forwarding the observation of Accounts Department regarding insertion of additional clause in Forwarding Note as regards collection of Railway's dues to protect Railway's interest.

In this connection, it is to state that following clause is already mentioned in the Forwarding Note:


"The attention of the sender or his agent is invited to the principal terms & conditions applying to the carried goods by Railway which are set forth in Railway's Goods and Coaching Tariff in force at the time of booking and in the explanatory note on the back hereof"

Further, Section 83(1) of Railway Act, 1989 stipulates as under:

"If the consignor, the consignee or the endorsee fails to pay on demand any freight or other charges due from him in respect of any consignment, the railway administration may detain such consignment or part thereof or, if such consignment is delivered, it may detain any other consignment of such person which is in, or thereafter comes into, its possession".

The aforesaid clause in Forwarding Note appears to be adequate. There is no need for incorporation of any additional clause in it. Further, the guidelines/rules laid down by Railway Administration and provisions of Railway Act etc. are law of land and are binding on all stake holders including Railway officials, rail customers etc.

Accounts Department may be replied accordingly.


(Atul Kumar)
Dy. Director, Traffic Commercial
Railway Board