
(1961) 11 AHC CK 0023
In the Allahabad High Court
Case No : Civil Revision No. 625 of 1957

Indra Kumar

APPELLANT

Vs

State of U.P. and Another

RESPONDENT

Date of Decision : 14-11-1961

Acts Referred:

Contract Act, 1872 — Section 148

Citation : AIR 1963 All 70

Hon'ble Judges : Mithan Lal, J

Bench : Single Bench

Advocate : Jagnandan Lal, for the Appellant; Standing Counsel, for the Respondent

Final Decision : Dismissed

Judgement

Mithan Lal, J.—I have heard learned counsel for the parties. It is a case in which the petitioner lost his holdall while travelling by a roadways bus from Lucknow to Kanpur. The holdall had not been booked but it was within the free allowance of the luggage and was stored on the roof of the bus by the Conductor. As the holdall was missing at Unnao a report was lodged and thereafter the suit was filed. The suit has been dismissed by the learned Judge Small Causes, Kanpur on the ground that it is not a case of bailment, and further that even in cases where the luggage is booked by the roadways, there is a clause in the receipt that the roadways shall not be responsible for the loss of such goods.

2. The main contention of the learned counsel is that when the U. P. Roadways carries passengers and allows a free allowance for certain luggage, there is an implied contract between the passenger and the Roadways to carry the passenger as well as the luggage. There will thus be a case of bailment and the luggage must be deemed to have been entrusted to the conductor. According to him, if the luggage is not returned the State of U. P. owning the Roadways must be held responsible as a bailee. This contention of the learned counsel cannot be accepted.

3. According to Section 148 of the Indian Contract Act a bailment is the delivery of goods by one person to another for some purpose, upon a contract that they shall, when the purpose is accomplished be returned etc. in this case there is no contract express or implied and the mere fact that the passenger is allowed free allowance of certain luggage and the luggage is to be kept at a specific place does not make it a case of any implied contract of the return of the luggage at the destination. The Roadways may have agreed to carry a passenger or may have allowed him free allowance to carry luggage but it undertakes no responsibility for the luggage, so it cannot be treated to be a case of bailment. The learned Judge Small Causes has looked into the counterfoil of receipt book through which luggage is booked by U. P. Roadways and has found that even in such cases there is an agreement that the Roadways shall not be responsible for the loss, of the luggage. In the present case the luggage was not even booked and the mere fact that the petitioner was travelling by a bus would not make it a case of entrustment of luggage or a case of bailment creating a liability of the carrier u/s 148 of the Contract Act. The Court below rightly held that the plaintiff was not entitled to any damages.

4. The revision, therefore, fails and is dismissed. No order is made as to costs.