

(1924) 03 AHC CK 0007
In the Allahabad High Court
Case No : Civ. Revision No. 19 of 1924

Jagannath Prasad

APPELLANT

Vs

East Indian Railway Co.

RESPONDENT

Date of Decision : 31-03-1924

Acts Referred:

Citation : (1924) 03 AHC CK 0007

Judgement

Daniels, J.—This is an application in revision of a decree of the Small Cause Court rejecting a claim against the East Indian Railway for loss of one and a half maunds of ghi. The suit has been dismissed on the ground that the railway were protected by Risk Note B which was executed by the consignor. The applicant relies on two decisions of my own in *East Indian Railway v. Kishan Lal Tirkhamal* 1924 All. 7-45 All. 530-21 A.L.J. 438- L.R. 4 A. Civ. 249 and *East Indian Railway v. V. Makhan Lal* 1923 All. 605-45 All. 575-21 A.L.J. 515- L.R. 4 A. Civ. 280. The first of these was a case of short delivery where no loss was proved. The second was a case in which the railway took some five or six months to convey the goods and the plaintiffs suffered damages in consequence. The facts of this case are different. The plaintiff's case is that the goods arrived at the station of destination intact. He went down to take delivery on August 13 and for some reason delivery was not made. When he actually got delivery next day holes had been bored in some of the canisters and one and a half maunds of ghi had been abstracted. The plaintiff, therefore, alleges that this quantity of ghi was stolen between the 13th and 14th of August owing to the negligence of the Railway Company. Risk Note B, therefore, protects the Railway Company even if the loss of goods was due to their negligence unless there was loss of a complete consignment or one or more complete packages. In this case it is common ground that no complete package or consignment was lost. The decision of the learned Judge of the Small Cause Court is, therefore, correct and I dismiss this application with costs.