
(2012) 05 NCDRC CK 0004

In the National Consumer Disputes Redressal Commission

L.K. Chaturvedi

APPELLANT

Vs

Post Master, Dak Bhawan

RESPONDENT

Date of Decision : 22-05-2012

Acts Referred:

Citation : 2012 0 NCDRC 951 : 2013 1 CPR 192

Hon'ble Judges : S.K.KULSHRESTHA , PRAMILA S.KUMAR , NEERJA SINGH J.

Advocate : Ajit Vishwakarma , RAJEEV JAIN

Judgement

1. THESE appeals are directed against the order dated 26.8.2010 passed by the District Forum, Bhopal in case No. 167/2009. The appeal No. 2338/2010 has been filed by the complainant for enhancement of compensation while appeal No. 2468/2010 has been filed by the opposite parties for setting aside the compensation awarded by the District Forum. The facts are being taken from First Appeal No. 2338/2010 for convenience, unless stated otherwise. The matter arises from the loss of articles sent by parcel from United States to India.

2. ACCORDING to the complainant, his son had on 31.5.2006 sent a parcel of three items from Kansas City, USA which was received by him from the Post Office, Ayodhya Nagar. There was doubt about the weight of the parcel as its weight was 750 grams as against the booked parcel weight of 1300 grams. The complainant made inquiry and learnt that the parcel from USA upto Bombay had come safely in the original weight but it was from Bombay to Bhopal that some tampering was done. The opposite parties had filed their reply stating that the parcel was received on 18.7.2006 at Bombay and after custom declaration it was sent to Bhopal on 21.7.2006. They, however, admitted that the booked weight was 1300 grams, while the weight of the parcel at Bhopal was much less. The parcel was insured for 73.56 S.D.R. which alone the complainant was entitled to claim and the Post Office was not responsible.

3. THE Counsel for the complainant has reiterated his case as before the District Forum. The Counsel for the opposite parties has however, invited attention to Clause 41 "Delivery of insured articles " of Part I of Post Office Guide which reads

as under: "41. Delivery of insured articles -An article insured for any sum not exceeding Rs. 250 will be delivered in the ordinary manner. An article insured for more than Rs. 250 will be delivered only at the Post Office window, intimation of arrival being sent by the post office to the addressee. The addressee of an insured article or his agent, authorized in writing, must sign in ink both the receipt and acknowledgement relating thereto unless the outward appearance of the cover gives rise to suspicion of tampering. In such cases he should arrange to open the article at the post office, in the presence of the post master, and to have its contents entered in any inventory which will be prepared in duplicate and must be signed by the addressee. One copy of the signed inventory will be forwarded by the post office to the sender with the unsigned acknowledge attached to it. In case, the addressee or his agent is not known to the staff of the post office from which the insured article is to be delivered, the identification of the addressee or his agent by a person known to the post office staff or production of evidence which will establish his identity to the satisfaction of the Post Master will be necessary if so required by the delivering post office official. "

4. HE has also invited attention to Part II Clause 71 with regard to the liability of the post office which provides that the Post Office is liable only for the loss of Registered Articles. In accordance with the provisions of the Universal Postal Convention the Post Office accepts a liability for the loss of Registered letter post articles up to the extent of Rs. 98 for each Registered article and Rs. 325 in respect of each registered bulk bag (vide Clause 43). It further provides that no indemnity is payable for the loss of or damage to the contents of Registered articles or Registered bulk bags. Reference has also been made to Article 34 "Liability of postal administrations and indemnities " of which Clause 4.2 provides that if a parcel is partially rifled or partially damaged, the sender shall be entitled to an indemnity corresponding, in principle, to the actual value of the theft or damage. It may, however, in no case exceed the amount set in the Parcel Post Regulations in case of loss, total theft or total damage. Consequential losses or loss of profits shall not be taken into account. On the strength of the above provisions, the learned Counsel for the opposite parties submits that the complainant is only entitled to the amount of insurance i.e. 73.56 S.D.R. and his claim for more amount is misconceived. The District Forum has awarded the claim of 73.56 S.D.R. in Indian currency with Rs. 1000 for mental agony and Rs. 1000 for costs. We are aware that other limitations do limit the claim to the amount to the extent of insurance but, in so far as the mental agony is concerned, it has not been shown that this amount cannot be granted to the claimant. Accordingly for the mental agony we enhance the amount from Rs. 1000 to Rs. 10,000 for which the opposite parties shall be liable collectively and severally. The sum of Rs. 1000 as costs is also maintained. If the amount is not paid in a month from the date of this order, 9% interest will be payable till the date of payment.

5. THUS , appeal No. 2338/2010 filed by the complainant is partly allowed and the connected appeal No. 2468/2010 filed by the opposite parties is dismissed.