

(1999) 01 NCDRC CK 0020

In the National Consumer Disputes Redressal Commission

Maresh Kumar

APPELLANT

Vs

PEPSU ROAD TRANSPORT CORPORATION LIMITED

RESPONDENT

Date of Decision : 19-01-1999

Acts Referred:

Citation : 1999 1 CLT 590 : 1999 1 CPC 492 : 1999 2 CPJ 126

Hon'ble Judges : A.L.Bahri , Jasbir Singh , Davinder Kaur Bhamrahs J.

Final Decision : Appeal dismissed

Judgement

1. THE complainant, Maresh Kumar, whose complaint having been dismissed by District Forum, Bathinda on August 5,1997, is in appeal. Maresh Kumar travelled from Amritsar to Bathinda by bus owned by Pepsu Road Transport Corporation on payment of necessary fare. He had put some packet containing "Dupattas" in the dicky of the bus. As per allegations made in the complaint, the said parcel was handed over to the conductor who kept the key, after locking the dicky, with him. Since at Bathinda, the parcel was not available, the complainant approached the District Forum for the grant of compensation for the loss suffered. THE conductor, Inderjit Singh, was also impleaded as a party apart from the Corporation referred to above. THE opposite parties took up different pleas denying their liability, although admitting that Maresh Kumar had travelled by their bus. It was stated that some persons had kept their articles in the dicky of the bus which was unlocked. On the way, it broke and some parcels were found missing. THE allegation was denied that the parcel was handed over to the conductor or that he had locked the dicky. THE District Forum, after getting evidence of the parties, came to the conclusion that no freight charges for the alleged parcel were paid by the complainant and hence the opposite parties were not responsible for the loss suffered. It was also doubted whether the parcel was handed over to the conductor of the bus.

2. IN appeal, learned Counsel for the appellant has argued that it was duty of the Corporation as well as conductor of the bus to keep vigilance over the luggage of the passengers and as per stand of the conductor himself as given in Annexure

A-12, even if dicky of the bus had broken on the way, the Corporation was duty bound to compensate the passengers whose articles either fell or stolen on the way. This contention as such cannot be accepted in the absence of any contract of hiring services of the opposite parties for consideration having been established. The tickets (A-2 to A-5) produced by the complainant are only for the fare charged for his journey from Amritsar to Bathinda meaning thereby that the complainant did not pay any freight for the goods carried by him that responsibility could be fastened on the opposite party or that the opposite parties were duty bound to look after the luggage of the complaint. The tickets produced indicate that the passenger was to travel at his own risk meaning thereby that the Corporation was not to be responsible for any loss suffered by the passengers. A dispute is being raised as to whether this caution on the tickets related to carriage of luggages by the passengers. Since photo-copies only were produced in evidence, and this caution is not clearly legible, no firm opinion is being expressed thereupon. Suffice it to say that the FORA under the Consumer Protection Act cannot grant any relief to the complainant in the absence of any contract of hiring services for carriage of goods without payment of any freight/consideration. The complainant, if so advised, may approach the Civil Court. For the reasons recorded above, this appeal fails and is dismissed. Appeal dismissed.
