

**(1993) 06 NCDRC CK 0072**

**In the National Consumer Disputes Redressal Commission**

R.S.MANI

APPELLANT

Vs

SINGAPORE AIRLINES

RESPONDENT

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**Date of Decision :** 18-06-1993

**Acts Referred:**

**Citation :** 1993 3 CPJ 1439

**Hon'ble Judges :** S.A.Kader , Ramani Mathuranayagam J.

**Final Decision :** Complaint dismissed

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**Judgement**

1. THIS is a complaint under Sec.17 read with Sec.12 of the Consumer Protection Act.

2. THE complainant, his wife and children travelled from Madras to Singapore, Bangkok & Hongkong and returned to Madras by Singapore Airlines in Flight No.SQ-410 on 27/5/1992. Out of his six baggages one important baggage containing the extensive materials was missing. THE complainant filed a claim for Rs.69,725/- but the Airlines offered to pay at USD 20/- per Kg. and paid USD 400/- for a weight of 20 Kg. equivalent to Rs. 11,556/-. THE complainant was forced to give declaration that he had no further claim. He has therefore filed this complaint claiming compensation in the sum of Rs. 1,10,000/- The claim is resisted by the opposite party Singapore Airlines. Two fold defences are raised. As per the terms of the ticket and as per the provisions of the Carriage by Air Act of 1972 the liability is limited only to USD 20/- per Kg. The opposite party has therefore offered the sum and the same has been accepted by the complainant in full and final settlement. It is not therefore open to him to file this complaint. Exh..A1 to A7 and B1 to B8 are marked. No oral evidence has been let in.

The complainant has lost a baggage during his travel from Singapore to Madras by the Singapore Airlines on 27/5/92 and according to him the value of this baggage which contained expensive materials was Rs. 69,725/-. The opposite party offered to pay 20 USD per Kg. and 400 USD for the total weight of 20 Kg. equivalent to Rs. 11,556/-. As per the terms of the ticket and as per the provisions of the Carriage by Air Act of 1972. Exh.A7 is the letter of the

complainant accepting the offer and Exh.A8 is the receipt issued by him for the receipt of the sum of Rs. 11,556 and Exh.A8 runs thus: "I, the undersigned Mr. Rajagopal Subramani hereby declare that I accept from Singapore Airlines Limited the sum of Rupees Eleven thousand live hundred & fifty six only (Rs. 11,556/-) in full, final and complete settlement of all claims of whatsoever nature or howsoever arising that I may have now or in future have against Singapore Airlines Limited, its servants and agents arising out of or in connection with:- Mishandled Baggage (Lost)."

The complainant has accepted the sum of Rs. 11,556/- in full and final settlement of his claim and this is what is known in the Law of Contract as "Accord and Satisfaction". It is not therefore open to the complainant to go back and claim compensation in a higher sum. The claim has therefore to fail.

3. EXH.B1 contains the conditions incorporated in the ticket, it limits the liability of the carrier to 20 USD per Kg. for checked baggage and 400 USD per passenger for unchecked baggage. This is checked baggage and its weight was 20 Kg. The opposite party has there fore offered to pay 400 USD and the same has been accepted by the complainant in full quit of his claim. Under Rule 22(2) (a) of Chapter III of the second schedule to the Carriage by Air Act of 1972 the liability of the carrier is limited to a sum of 250 francs per Kilogramme, unless the passenger or consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. As per these provisions also the claim I of a carrier is limited. As the complainant has not made any such declaration of special interest, the claim must fail on this ground also. In the result the complaint fails and is dismissed but without costs. Complaint dismissed.