

## Part II : Booking and Delivery of Traffic

### Definition of Consignment

1. Traffic booked in one lot by a customer is called a consignment. The person who books it is called the consignor and the person to whom it is booked is called the consignee.

### Types of consignments

2. A consignment may be booked as a full train load or “wagon load”. The rates for train loads are lower than those for wagon loads, which in turn are lower than those for parcels. Consignments lower than wagon loads are charged as parcels.

3. The Railways share the benefit of lower cost involved in moving larger volumes with their customers. Full train loads run through to destination without involving shunting en route thereby taking lesser time in transit and improving wagon availability for subsequent loadings.

### Minimum weight applicable to consignment

4. For a consignment to qualify as a train load or wagon load its weight has to be equal to or higher than the minimum weight prescribed for the purpose. This is termed as a minimum weight condition, and is determined on the basis of loadability of a commodity into a wagon. For example, while a commodity like coal or iron ore can be loaded in a wagon up to its carrying capacity (CC), a commodity like fruits and vegetables cannot be so loaded. Sometimes different weight conditions are prescribed even for the same commodity, e.g. for cotton raw, fully pressed the weight condition is 170 Q for a broad gauge wagon, but it is 110 Q when it is half pressed. For train loads also weight conditions differ, depending on the commodity.

### Registration of wagon demand & supply of wagon

5. For booking traffic in train loads/wagon loads a consignor has to place an indent for the type and the number of wagons required. For registering the indent with the Station Master, wagon registration fee at the rate of Rs. 150/- per broad gauge, 4 wheeler or 6 wheeler wagon is payable, for 8 wheeler wagon, this fee is doubled in each case. Wagon Registration fee is not charged in case of military traffic & railway materials,. Major siding owners on Indian Railways are allowed to deposit a lumpsum wagon registration fee.

6. The wagon demands so registered are noted in a separate register called the “Wagon Indent Register” in serial order and wagon is supplied in the order of registration. But, certain categories of traffic are given priority under the schedule of preferential traffic framed by Central Government under the provisions of the Railways, Act, 1989. For example, military traffic is given the highest priority as it is schedule A traffic. Other traffic is similarly placed under schedules B, C, D & E.

7. The wagon registration fee is refunded to the indenter if on allotment of a wagon against his indent, he utilizes the wagon for booking his traffic. Station Masters are authorised to refund the registration fee.

## **Forwarding Note**

8. The first requirement of the party wanting to book traffic by rail is to furnish forwarding note to the Railway. This is a legal requirement prescribed in section 64 of the Railway Act, 1989 which lays down that every person entrusting any goods to a railway administration for carriage shall execute a forwarding note in such form as may be specified by the Central Government.

9. Every consignment of goods when handed over to the railways for dispatch must be accompanied by a forwarding note which must be signed by the sender or his authorised agent and must contain a declaration of the weight, description, etc. and destination station of the goods consigned/offered for booking. The forwarding note is thus a document by which the consigner gives full details of the description of goods to be booked, their weight, measurement, etc., station to which booked etc. It also contains certain important conditions subject to which the goods are booked. It thus becomes the document by which the consigner enter into a contract with the Railways for booking and carriage of traffic and has a legal validity.

10. The format of forwarding note is prescribed by the Railway Board. Different formats have been prescribed for General Goods and dangerous Goods.

11. The consignor must take proper care in filling up the forwarding note as in the case of a dispute regarding the description of the consignment, the condition of its carriage, its classification for the purpose of charging etc., forwarding note is relied upon as a basic document.

## **Examination of Goods & Their Packing**

12. When the goods are brought to the station for booking, the goods clerk should see that the description of the goods given in the forwarding note tallies with the commodity offered for booking, that it is in good condition, and has been packed in the manner prescribed for it. This is required to prevent misdeclaration on the part of the consignor either out of mistake or with an intention to avail of lower rate or to circumvent some provision of the law e.g. in the case of contraband articles or inter- state restrictions, etc.

13. The goods clerk concerned should then check the condition of the goods and if their goods are found in deteriorated or defective condition, he should obtain a remark regarding the specific defect, in the forwarding note, from the consignor. Similarly, the goods clerk should check the packing condition of the goods and for any defect noticed in this regard also he should obtain remarks from the consignor in the forwarding note, such as “gunnies old and torn contents dropping” or “case weak, liable to give away during handling”, etc.

14. For every commodity a packing condition has been prescribed in order to prevent damage/deterioration during transit. It is indicted by the symbol P followed by a no. against the commodity in the IRCA Goods Tariff Part I, Volume II. Details of packing contents are given in the IRCA Goods Tariff, Part I, Vol. I. For example for cement one of the packing condition prescribed is P/ 10 namely jute bags.

15. These packing conditions are compulsory for certain commodities and optional in respect of others. If a compulsory packing condition applicable to a particular commodity is not complied

with, the goods clerk should refuse to book the consignment . In the case of non-compliance of an optional packing conditions, however booking is not refused but the goods clerk should obtain a remark regarding the actual defect in the forwarding note as mentioned above.

**16.** The packing conditions are of two types viz. outer and internal, and their compliance in both these respect should be examined. As regards internal packing, the consignor has to given an undertaking on the forwarding note towards having complied with these as per goods tariff.

**Weighment of Consignments**

**17.** All consignments accepted for booking should be weighted, not only for the purpose of charging but also to prevent overloading, which is dangerous and can lead to accidents. When a consignment comprises of articles of standard size and weight only a few articles need be actually weighed and then the weight of the whole consignment can be computed.

**18.** Other consignments are to be weighed on wagon weigh bridges. If a weigh-bridge is not available at the station where such consignments are offered for booking the Railway Receipt is issued provisionally showing the weight as declared by the sender and wagon is marked for ‘weighmment’ at the nearest station having a weigh bridge on the route of the consignment. The weigh bridge station in question is required to weigh and advise the weighment particulars to the booking and destination stations. If the weight thus advised is found to be higher than that declared by the sender and entered in the Railway Receipt the charges have to be corrected accordingly. In some cases weight can also be arrived at by converting the volume of items like timber, into weight in accordance with the formula prescribed in the IRCA Goods Tariff.

**Marking of Packages**

**19.** Method of marking and addressing package is contained in rules 121 of the IRCA Goods Tariff Part I, vol. I. Packages offered for booking must be marked by the sender indicating the names of the forwarding and destination stations and addresses of the consignor and the consignee. In addition, railway marks are also put on the packages by railway staff. These marks indicate code initials of the booking and destination station, the RR number and the number of packages booked under the RR in the following manner :-

|     |                  |     |
|-----|------------------|-----|
| MGS | $\frac{742}{10}$ | HWH |
|-----|------------------|-----|

MGS is the code of the booking station viz Mughalserai, HWH is the code name of the destination station, viz. Howrah, 742 represent the last 3 digits of the RR number and 10 indicates the number of packages booked under the said RR.

**20.** The rule says that ion the case of wagon load 10% of the packages need be marked except when the consignment is routed via a transshipment point in which case all the individual packages should be marked.

**21.** Certain types of goods are not easily susceptible to durable and legible marking in ink, such as rubber goods, iron & steel articles, goods packed in baskets,etc. In such cases the

consignor should stitch or attach pieces of cloth or gunny to the packages to enable marking. Articles of steel may be marked in white paint instead of ink.

### **Labelling, Rivetting anti Sealing of the Loaded Wagons**

**22.** The purpose of labeling is to ensure dispatch of the consignments to their correct destinations and their linkage to the specific Railway Receipts under which they are booked. There are two types of fables, viz wagon labels and caution or pictorial labels.

**23.** Wagon labels contain name of the booking railway, names of the booking and destination station, name of the consignee Description of commodity, the invoice no. under which the consignment is booked etc. these are to be written in blue pencil so that the impression does not easily fade away or get washed out during rain. Caution or pictorial labels are used wherever required to indicate the nature of the commodity loaded such as perishables, dangerous goods etc., and precautions required during transit such as “Not to be loose shunted” and so on. Proper labeling is a must for preventing mis-dispatch of wagons.

**24.** After loading is completed and covered wagons are closed, bolted and secured with rivets, they are sealed. Sealing is very important and is done under the supervision of a responsible official in such a way that it is not possible for any person to get at the goods without breaking the seals. If a wagon is delivered with its seals intact, it shows that there had been no interference with it en-route and Railways cannot be held responsible for shortage, if any, that may be detected at the time of unloading.

**25.** Wagons containing commodities like explosives, gases, inflammable solids, oxidizing substances, bhoosa etc. are not sealed with wax, as this necessitates the use of lamp or a naked light near the wagons. Special lead seals with wire shackles, supplied to stations booking these goods, are used for the purpose.

### **Calculation of rates**

**26.** Unless a particular stream of traffic is covered by special reduced rate notified by the Chief Commercial Manager, the freight chargeable for a consignment shall be worked out on the bases of its weight, classification as given in the IRCA Goods Tariff, and distance. The minimum distance for charge is 100 kms. The distance between two stations is ascertained with the help of the Distance Table.

**27.** The rate is worked out by consulting the goods Rates Tables provided for this purpose. The total freight is then calculated for the given weight and it is rounded off as per rules.

**28.** The freight charges may also differ accordingly as the goods are booked by the consignor at Railway Risk Rate (RR Rate) or Owner’s Risk Rate (OR Rate) in cases where OR rate is applicable to the commodity., Most of the commodities, however, are booked at RR rates only. A party while booking a commodity normally charged at OR rate can avail RR rate by paying 20% more freight but vice versa is not applicable.

**29.** The freight charges for certain traffic are recoverable at the time of booking itself. This is called paid traffic, In other cases, the party can avail ‘to pay’ facility by paying 10% extra charges

over & above normal freight. This facility enables the party to pay due charges at destination.

### **Classification Of Goods**

**30.** Railways follow a policy of differential rating details of which are given in the Chapter on “Pricing of transport”. Here it may be : sufficient to say that different rates are charged for different commodities based on their nature, value, usage, load ability, susceptibility to damage etc. this is achieved by classifying commodities into a general scheme of classification. There are at present (as on 1-4-2007) 15 classes (Trainload), the lowest being Class LR-4 and highest 200. Each Class is a percentage of the basic class 100. An idea of the difference in rate can be had from the fact that for a distance of 1000 km the rate per tonne for class LR-4 (Trainload) as on 1-7-2006 is Rs. 355.10 where as for class 200(Tainload), it is Rs. 1183.80.

### **Special Rates**

**31.** In order to meet competition from other modes of transport, departures from these standardized class rates are also permitted. The Railway Administration may quote special reduced rates. called station-to-station rates, or special rates, for specific commodities for movement between specific stations. Whenever a special rate is introduced, it is notified through the Rate circulars which are issued from time to time giving to stations information regarding the latest changes in rates and other regulations.

### **Routing Of Traffic**

**32.** There are situations when it is possible to carry the goods, booked from one station to another, by more than one railway route. In such cases, the principle observed is that the goods will be charged on the basis of the cheapest route but they would normally be carried by the shortest route. Exceptions to this are routing orders covered by what is called the ‘Rationalisation Scheme’ issued by the Central Government under section 71 of the Railway Act, 1989. Traffic covered by these orders is to be carried and charged by the route as prescribed therein.

**33.** Further, if the consignor wants his goods to be carried by a route which is not the cheapest, the charges are collected on the basis of the route selected by him. In this connection, it should be remembered that the physically shortest route is not necessarily the cheapest route also.

**34.** Normally, the shortest route is the one over which the distance is comparatively less. But , if one or two or more alternative routes available have a break of gauge transshipment point in between, then the chargeable distance on the route is inflated by 160 km. for each break of gauge point involved. This inflation is done only for the purpose of comparing the two alternative routes as to their comparative length and not for levy of charges.

### **Equation of different types of wagons to four-wheeler wagon for the purpose of charging**

**35.** The term “wagon” applies (except where otherwise specified) for purposes of charges to a 4- wheeled wagon and a 6-wheeler is charged one and a half times the 4-wheeler rates and a bogie as for two 4-wheelers.

## **Railway Receipt**

**36.** Section 65 of the Railways Act lays down that on completion of loading and acceptance of goods, the railway administration has to give a receipt to the consignor. This is in accordance with the normal commercial practice where a person handing over goods to a carrier would expect a receipt to be given to him. This Railways Receipt constitutes the authority for taking delivery and has to be surrendered at the destination station.

**37.** The railway receipt is prima facie evidence of the weight and number of packages mentioned therein, but if the loading is not supervised by the railway staff or in the case of bulk consignments like coal, iron ore etc., if wagon is not weighed in the presence of railway staff, then instead of giving a clear receipt, a “said to contain” receipt is given. This is especially true of loading done at siding where railway staff are either not provided at all, or not provided in adequate strength. In such cases, the burden of providing the weight/no. of packages states therein lies on the consignor, the consignee or the endorsee.

## **Re-booking Of Consignments**

**38.** At times, after the arrival of the goods at the destination station, the consignor wants the goods to be dispatched to a different station, This is called rebooking. Rule No. 153 of the IRCA Goods Tariff lays down the procedure for re-booking of consignments. It says that whenever undelivered goods are required to be re-booked, the consignor or the consignee as the case may be, should apply for this to the Station Master of the station at which the consignment is stored. The original Railway Receipt should also be forwarded with the application along with a duly executed Forwarding Note and to ensure its safe delivery, it should be sent under a registered postal cover. Sufficient money in stamps should also be sent with this application to enable the Station Master to post a reply and the re-booking Railway Receipt under a registered cover. When the goods have been re-booked the station Master will send the re-booking Railway Receipt to the applicant who should arrange to have the delivery of the consignment taken at the station to which it is re-booked on production of the receipt and payment of the railway dues.

**39.** Re-booking is arranged only if the consignment required to be re-booked is in sound condition. If, however, the consignment is in defective condition, the Station Master will advise the consignor or consignee, as the case may be, of the condition and weight, etc. of the consignment. On receipt of this advice from the Station Master, the consignor or consignee will sign a fresh forwarding Note entering there on all the particulars including the remarks given by the Station Master, as to the actual condition and weight of the consignment, and send it to the Station Master, failing which the consignment will not be re-booked.

**40.** In exceptional circumstances when the original Railway receipt is not forthcoming or is declared as lost, the consignment may be re-booked at the discretion of the Station Master concerned on production of an Indemnity Note in lieu of the original Railway Receipt together with a fresh Forwarding Note for re-booking the goods. Perishable goods and goods on which percentage charge has been paid will not be re-booked.



## **Diversion of consignments**

**41.** After having booked a consignment to one station, and before the arrival of the consignment at the destination station, the consignor may want it booked to a different destination station. In that case, he has to apply to the booking station with proof, by way of the Railway Receipt, to show that it is his consignment and to pay the prescribed diversion fees. If the competent authority at the Divisional or Zonal HQrs of the Railway approves for diversion and if the consignment has not already reached the original destination station, messages are issued for effecting diversion. However, if despite such message, the consignment reaches the original destination station, the consignor has to take delivery there or if he so desire apply for re-booking to the new destination by following the procedure mentioned in para above. If the diversion does take place, then the difference in freight between that already paid and that payable for the revised destination is recovered from the party.

## **Withdrawal of goods**

**42.** If after the goods tendered for dispatch have been booked, the sender desires, in writing, to withdraw the goods, he may be permitted to do so by the Station Master of the booking station provided the sender is also the invoiced consignee and the connected railway receipt is surrendered by him along with the application. If however, the sender is not invoiced consignee, withdrawal of goods can be done only under the orders of the divisional commercial Manager. Demurrage and wharfage charge as due have to be paid by the owner before the goods are withdrawn by the consignor.

## **Railway Materials And Stores**

### **Free carriage of railway materials :**

**43.** According to para 199 of the IRCA Goods Tariff, the following railway materials, stores, publications etc., are carried free:-

- (a) Articles intended for inspection at the IRCA Office or the HQrs of the Railway.
- (b) Packages containing IRCA publications consigned by or to the General Secretary, IRCA.
- (c) Packages containing tariffs, time-tables, rate lists etc., consigned by one Railway Administration to another.
- (d) Packages containing Railway publications intended for sale to the public consigned by any Railway administration to authorised book stall Agent at stations on other Railways as well as unsold publications returned by book-stall agents to the owing Railway.
- (e) Small consignments of Railway materials weighing less than 20 kilograms and special items, such as, official covers, wagon covers and ropes.
- (f) Water supplied to staff.
- (g) Materials sent for repair of damaged rolling stock and stationary pumps.
- (h) Any material returned to the owning railway by mutual agreement, non –standard wheels

and axles returned to the owning Railway, returned unloaded.

- (i) Articles left behind and sent in completion of consignments.
- (j) Articles sent to make good consignments found short or missing.

**Rates for other railway materials and stores by goods trains.**

**44.** Other railway materials and stores for construction, revenue or stock purposes (excluding coal, coal shale, coke, lignite and patent fuel ) are charged at special per wagon rates.

**Charges for private and railway sidings :**

**45.** A standard siding charge of Rs. 18/- per 4 wheeler wagon on all gauges is levied on railway materials and stores booked to or from private and railway sidings at rates applicable to railway materials and stores.

**Booking of railway materials and stores by passenger/parcel trains :**

**46.** Railway materials and stores may also be booked by passenger or parcel trains' but in that case, according to para 104 of the Commercial Manual *ibid* they are treated as ordinary public traffic, though freight can be paid by credit notes.

Authority for dispatch

**47.** The rates for railway materials and stores given in *pare* above apply, subject to the condition that the materials and stores etc. are for the use of Indian Government Railways consigned by and to officials of those railways in their official capacity and are authorised and accompanied by a railway material consignment note. A list of officials authorised to issue the railway material consignment notes is issued by each Railway Administration. These consignment notes serve as forwarding notes for railway materials (paras 1906 and 1907 of the CM.)

**Issue of invoice for railway materials and stores :**

**48.** Based on the information furnished in the railway material consignment note (RMC Note) and its verifications by the station staff, invoices, printed on different coloured paper and in a different form from that used for public traffic, are issued (para 1916 of the CM).

**Delivery of railway materials and stores :**

**49.** Procedure for delivery of railway materials and stores in the same as for public traffic, except that separate delivery books are maintained for these materials and freight is not collected in cash (para 1924 of the CM).

**Wharfage/Demurrage charges**

**50.** Railway material and stores consignments are subject to levy of demurrage and wharfage charges on the same lines and at the same rates as applicable to general traffic. However the charges are paid by the departments concerned by credit notes (*pare* 1927 of CM).



## **Delivery Of Consignments**

### **Notice of Arrival**

**51.** Railway do not undertake to send a notice of arrival of the consignments to the consignees and the non-service of notice does not entitle them to non-payment of demurrage or wharfage accrued. However, where facilities exist, such intimation is given on telephone.

Delivery of Goods on Production of R.R.

**52.** Goods are delivered on production of Railway Receipt to the consignee or his authorized representative. However, since the Railway Receipt is a negotiable instrument, the named consignee can endorse it in favour of another party in which case goods may be delivered to the endorsed consignee. After delivering the consignment, the signature of the consignee is taken in the Delivery Book.

### **Delivery of Goods When RR is not Available**

**53.** Rule No. 149 of the IRCA Goods Tariff Part I Vol I contains the procedure to be followed for delivery of a consignment in the absence of the R.R. When an RR is lost, mislaid or is for other reasons, not forthcoming, the railway can grant delivery on the authority of an Indemnity Note to be executed on a non judicial stamp paper, of the value chargeable in a State.

**54.** Indemnity Bond on unstamped paper may also be accepted in the following cases viz:—

- (i) Station Masters may, at their discretion, allow delivery of such articles of trifling value as require speedy delivery, to well known persons on unstamped indemnity note.
- (ii) Station Masters may similarly, at their discretion, allow delivery of perishable articles on unstamped indemnity note.
- (iii) When a Government official is the consignee in his official capacity, he need not execute the Indemnity Note on a stamped paper, but he has to execute the same on a standard unstamped Indemnity Bond.
- (iv) Consignments booked to registered co-operative societies.

**55.** In case of goods consigned by a sender to ‘SELF’ when the railway receipt is lost or otherwise not forthcoming, delivery may be granted only when the person claiming the consignment produces a stamped Indemnity Note duly executed by the consignor, and countersigned by SM of the booking station under his signature and station stamp. The note must also be endorsed by the sender in favour of the person to whom the consignment is to be delivered. It is further incumbent on the person claiming delivery to execute a second stamped Indemnity Notes, duly signed by him along with a surety and two witnesses to the satisfaction of the Station Master at the destination station before delivery can be effected.

**56.** Indemnity Note is required to be executed in the presence of the SM as provided on the form itself. However, if a consignee is unable to appear personally before the SM, for the execution of the Note, he may execute it before a Magistrate or a Justice of Peace, who will attest

it under his official seal. Such attested Indemnity Notes may also be accepted even though they are not executed in the presence of the Station Master. Parties of repute having regular dealing with railways can get a facility of “General Indemnity Bond”. This is extended by CCM on request for period of 6 months. In such cases parties need not execute a separate Indemnity Bond for every consignment. They can take delivery of all such consignments on the G.I bond provided relevant RR is produced in ten days. If that is not done a separate I/Bond has to be executed in respect of all such cases. Wagons booked to “self” cannot be delivered on this General Indemnity Bond.

### **Unloading of Consignments**

**57.** On arrival of wagons, including train loads, on a goods shed/delivery point the conditions of seals is checked and if found intact, the consignees are allowed to unload and take delivery of the consignments directly or to store them in the goods shed pending removal. Railway do not accept responsibility for shortages etc. found in seal intact wagons. However, if seal is found broken or there is evidence of its having been tampered with, open delivery is granted, procedure for which is described in later paras. The time of placement and release is also noted as it is essential for recovery of demurrage.

**58.** If any deficiency or damage is noticed, before or during the unloading of a wagon, the station Master and a representative of the Railway Protection Force, if available at the station, are to be sent for, and the consignment is checked in their presence. The result of the check is recorded in their presence along with the weight of defective packages found during the checks.

**59.** The shortage of deficiency noticed in the consignments is reported by telegram to the booking station, any other station enroute if that station had deal with the consignment and to a representative of the RPF. This message is to be issued within 6 hours from the time of opening the wagon for unloading. A copy of this message is sent to the Railway Police and a written complaint of theft is also lodged with it. This message is called “Damage and Deficiency Message or D-D Message”.

**60.** Sometimes, excess packages may also be found in the wagons and these are reported to the booking and last sealing stations as soon as the excess is noticed. This is done with a view to seeking excess packages until such instructions are received.

**61.** Any damage noticed in the consignment e.g., damage by wet breakage etc. is also to be similarly reported on the date of unloading.

### **Reweighting At The Request of Owners :**

**62.** IRCA Goods Tariff lays down that Railways do not undertake to weigh consignments at the destination station as a matter of course. Such weighments can only be considered in exceptional cases when the condition of the consignment or package warrants this

**63.** Requests for reweighment from the consignees of wagon loads are referred to the Divisional Commercial Manager, who may permit reweighment at his discretion if facilities for reweighment exist at the destination.

**64.** When the request of a consignor or a consignee for reweighment of wagon load consignments at destination station is accepted on merits of the case, by the DCM, the charges notified for reweighment are collected in advance.

### **Grant of open/assessment delivery**

**65.** Section 81 of the Railway Act 1989 dealing with open delivery of consignment says that “Where the consignment arrives in a damaged condition or shows signs of having been tampered with and the consignee or the endorsee demands open delivery, the railways administration shall give open delivery in such manner as may be prescribed.”

**66.** The manner of granting of open delivery has been prescribed in “Manner of giving open delivery and prescription of partial delivery certificate from Rules 1990.” For assessing the extent of damage detailed examination is done and sometimes experts are engaged. In the case of packages/bagged consignment, etc. the good ones are segregated from those damaged and the extent of damage described in percentage. For example, in a wagon containing wheat, damaged by wet some bags may be damaged only to the extent of 10%, some others to the extent of 20% and so on and the majority may be found undamaged.

**67.** The shortage of course can be established by counting or in the case of bulk consignment by weighing. Assessment of shortage is done by comparing the goods received with those mentioned in the Railway Receipt. Documents such as Beejack/Bill/Invoice produced by the consignee may also be seen, apart from verifying if there is enough room in the wagon to accommodate the packages reported missing.

**68.** The open delivery report is to be signed jointly by the representatives of the Railways and of the consignee or endorsee. In case only shortage is found, a shortage certificate is given by the Railways to the consignee.

**69.** These rules say that any assessment of the extent of damage shall not prejudice the right of the Railway administration of repudiate its liability under the Railways Act. An open delivery report contains only a statement of fact, without prejudice and does not amount to acceptance of liability by the Railway.

### **Demurrage**

**70.** Demurrage is defined in the Railway Act as under: “demurrage” means the charge levied for the detention of any rolling stock after the expiry of free time, if any, allowed for such detention.

As the definition indicates, Railways allow some time as free time to the consignors and consignees for loading/unloading of wagons. If they fail to complete loading/unloading within the prescribed free time and the wagons are consequently detained, demurrage charges are levied.

**71.** Free time allowed to consignor/consignee for loading/unloading of wagons is as under:-

For ordinary wagons & box wagons

## Permissible Free Time (in hours &amp; minutes)

| Type of Wagons  | Mechenized |                             | Manual                         |                               |
|---|------------|-----------------------------|--------------------------------|-------------------------------|
|   | Loading    | Unloading                   | Loading                        | Unloading                     |
| OPEN Wagonsi.e.<br>BOXN, BOXNHS,<br>BOXNHA, BOX, BOY,<br>BOI, BOST, NBOY etc. | 5:00       | 7:00                        | 9:00                           | 9:00                          |
| HOPPER Wagonsi.e.<br>BOBS, NBOBS, BOBR,<br>NBOBR, BOBY,<br>NBOBY etc.         | 5:00       | 2:30                        | N.A.                           | N.A.                          |
| FLAT Wagonsi.e.<br>BFR, BRH, BRN, BFK,<br>BFKI, BFNS,<br>CONCORD rakes etc.   | 6:00       | N.A.                        | 8:00                           | 8:00                          |
| COVERED Wagonsi.e.<br>BCN, BCNA, BCNHS,<br>BCNAHS, BCX, BCXN etc.             | N.A.       | N.A.                        | 5:00<br>(1 to 20<br>wagons)    | 5:00<br>(1 to 20<br>wagons)   |
|   |            |                             | 7:00<br>(21 to 30<br>wagons)   | 7:00<br>(21 to 30<br>wagons)  |
|   |            |                             | 9:00<br>(30 wagons<br>& above) | 9:00<br>(30wagons<br>& above) |
| TANK Wagons(white oil)  | 6:00       | 6:00<br>(up to 29 wagons)   | N.A.                           | N.A.                          |
|   |            | 8:00<br>(30 wagons & above) |                                |                               |
| Tank Wagon(black oil)   |            | 7:00<br>(up to 29 wagons))  |                                |                               |
|   |            | 9:00<br>(30 wagons & above) |                                |                               |
| Military wagons - KM  | N.A.       | N.A.                        | 4:00                           | 4:00                          |
| Military wagons – other<br>than KM i.e. DBKM etc.                             | N.A.       | N.A.                        | 5:00<br>(up to 20 wagons)      | 5:00<br>(up to 20 wagons)     |
|   | N.A.       | N.A.                        | 7:00<br>(21wagons<br>& above)  | 7:00<br>(21wagons<br>& above) |

|                              |      |      |      |      |
|------------------------------|------|------|------|------|
| Type of commodity            |      |      |      |      |
| Container                    | 3:00 | 3:00 | N.A. | N.A. |
| Consignment handled by crane | 7:00 | 8:00 | N.A. | N.A. |
| Live Stock                   | N.A. | N.A. | 4:00 | 4:00 |

### Rate of Demurrage

#### 72. Rate of demurrage is-

Demurrage charge shall be levied @ Rs. 100/- per 8-wheeled wagon per hour, for detention of wagon in excess of the permissible free time for loading or unloading.

The idea of this sliding scale is to induce the parties to release the wagons promptly and not detain them unduly. It is charged on the carrying capacity of the wagon and not on the weight of the contents loaded. The intervening holidays if any are also charged for since loading/unloading is allowed on all days.

#### Wharfage

#### 73. Wharfage is defined in the Railway Act as follows :

“wharfage means the charge levied on goods for not removing them from the railway after the expiry of the free time for such removal.

This ‘free time’ was revised by the Ministry of Railways in August, 1999 and is as follows :

- (i) Goods available for delivery after 12 working hours.  
Unloading on the day of unloading.
- (ii) Goods, after unloading, available 12 working hours or till the closing time  
for delivery on the following day. of the goods shed on the day following  
the day of unloading.

Generally Sundays, 26th January, 15th August and 2nd October are not reckoned in calculating free time. Rates of wharfage charges per quintal or part of a quintal per day or part of a day, leviable after completion of permissible free time for removal of goods from railway premises irrespective of space being covered or open shall be as under:

|                 |        |
|-----------------|--------|
| 1st day         | NIL    |
| 2nd day         | Rs.2.0 |
| 3rd day         | Rs.3.0 |
| 4th day         | Rs.4.0 |
| 5th day         | Rs.5.0 |
| 6th day         | Rs.6.0 |
| 7th day onwards | Rs.7.0 |

The term 1st day referred to in the above table is defined as the day on which goods are available for delivery.

NOTE:

- a) Rates of wharfage charges prescribed above shall be uniformly applicable to all commodities.
- b) Rates of wharfage charges prescribed above shall be uniformly applicable in case of all stations, goods sheds and public siding.

**74.** Sometimes demurrage & wharfage accrues for reasons beyond the control the consignor/ consignee, e.g. on account of floods, or other natural calamities, illegal strikes etc. In such cases, the parties can apply to the divisional Railway manager for waiver of these charges. The DRM may after examining the matter in detail decide on full or partial waiver based on the merits of the case. Powers have been delegated by the Railway Board to waive demurrage/wharfage charges up to the prescribed limits. General Manager of a Zonal Railway has full powers to waive demurrage/wharfage charges without any monetary limit.

