



सत्यमेव जयते

भारत सरकार / GOVERNMENT OF INDIA

पोत परिवहन मंत्रालय / MINISTRY OF SHIPPING

नौवहन महानिदेशालय / DIRECTORATE GENERAL OF SHIPPING

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Dated: 15.06.17

CIRCULAR

Subject: Amendment to the Multimodal Transportation of Goods Act, 1993.

The Ministry of Shipping, GoI/Directorate General of Shipping is in the process of amending the Multimodal Transportation of Goods Act, 1993. The draft amendments proposed in consultation with the stakeholders are annexed with this Circular and placed in the DGS website for information and comments if any, of the general public. The said annexure contains text of the existing Multimodal Transportation of Goods Act, 1993 with proposed amendments in bold letters. The proposed amendments will form part of the Multimodal Transportation of Goods (Amendment) Bill.

The comments may be sent to the following e-mail IDs with in a period of thirty days:

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Encl: As above

THE MULTIMODAL TRANSPORTATION OF GOODS
ACT, 1993
[NO. 28 OF 1993]

[2nd April, 1993]

~~An Act to provide for the regulation of the multimodal transportation of goods, from any place in India to a place outside India, on the basis of a multimodal transport contract and for matters connected therewith or incidental thereto.~~

~~BE it enacted by Parliament in the Forty-fourth Year of the Republic of India as follows:-~~

An Act to provide for the regulation of the multimodal transportation of goods for import, export or domestic trade in India on the basis of a multimodal transport contract and for matters connected therewith or incidental thereto;

CHAPTER I
PRELIMINARY

1. Short title , extent and Commencement.-

[1] This Act may be called the Multimodal Transportation of Goods Act, 1993.

[2] It extends to the whole of India except the State of Jammu and Kashmir.

[3] It shall be deemed to have come into force on the 16th day of October, 1992.

2. Definitions – In this Act, unless the context otherwise requires,--

[a] “carrier” means a person who performs or undertakes to perform for a hire , the Carriage or part thereof , of goods by road , rail, inland waterways, sea or air;

[b] “competent authority” means any person or authority authorised by the Central Government, by notification in the official Gazette, to perform the function of the competent authority under this Act;

[c]“consignee” means the person named as consignee in the multimodal transport contract;

[d] “consignment” means the goods entrusted to a multimodal transport operator for multimodal transportation ;

[e] “consignor” means the person, named in the multimodal transport, by whom or on whose behalf the goods covered by such contract are entrusted to a multimodal transport operator for multimodal transportation;

[f] “delivery means,--

[i] in the case of a negotiable multimodal document , delivering of the consignment of the consignment to , or placing the consignment at the disposal of, the consignee or any other person entitled to receive it;

[ii] in the case of a non –negotiable multimodal transport document, delivering of the consignment to, or placing the consignment at the disposal of ,the consignee or any person authorised by the consignee to accept delivery of the consignment on his behalf;

[g] “endorsee” means the person in whose favour an endorsement is made, and in the case of successive endorsements, the person in whose favour the last endorsement is made;

[h] “endorsement “ means the signing by the consignee or the endorsee after adding a direction on a negotiable multimodal transport document to pass the property in the goods mentioned in such document to a specified person;

New section [ha] “export “ with its grammatical variations and cognate expressions , means taking out of India to a place outside India;

New section [hb] “exporter”, in relation to any goods at any time between their entry for export and the time when they are exported, includes any owner or any person holding himself out to be the exporter.

~~[i] “goods “ means any property including live animals containers , pallets or such other articles of transport or packaging supplied by the consignor , irrespective of whether such property is to be or is carried on or under the deck;~~

[i] “goods “ means any property including live animals , containers , pallets or such other articles of transport or packaging entrusted by the consignor to the Multimodal transport Operator in terms of the multimodal transport contract

New section 2 [ia] “Grievance Redressal cell means a cell created by regulating organisation with the approval of the competent authority for redressal of grievances.

New section 2 [ib] “Grievance Redressal Forum: “Grievance Redressal Forum” means a forum constituted by the competent authority for redressal of grievance.

New section 2[ic] “import”, with its grammatical variations and cognate expressions, means bringing goods into India from a place outside of India;

New section 2[id] “importer” in relation to any goods at any time between their importation and the time when they are cleared for home consumption, includes any owner or any person holding himself out to be the importer.

~~[i] “mode of transport “ means carriage of goods by [road, air, rail] inland waterways, or sea ;~~

~~[k] “multimodal transportation” means carriage of goods , by at least two different modes of transport under a multimodal transport contract, from the~~

~~place of acceptance of the goods in India to a place of delivery of the goods outside India;~~

[k] “multimodal transportation” means carriage of goods , by at least two different modes of transport, one of which is necessarily water borne under single document from the place of acceptance of the goods to a place of delivery of the goods;

~~[l] “multimodal transport contract” means a contract under which a multimodal transport operator undertakes to perform or procure the [performance of multimodal transportation against payment of freight;~~

[l] “ multimodal transport contract” means a contract under which a multimodal transport operator undertakes to perform or procure the performance of multimodal transportation of goods against payment of freight and or services.

~~[la] “multimodal transport document” means a negotiable or non negotiable document evidencing a multimodal transport contract and which can be replaced by electronic data interchange messages permitted by applicable law;~~

[la] “multimodal transport document” means a negotiable or non-negotiable document having the particulars listed under section 9 of the Act or evidencing a contract for multimodal transportation and which can be replaced by electronic data interchange messages permitted by applicable law;

Explanation:- Any negotiable or non-negotiable transport document including combined transport document having the particulars listed in section 9 of the Act, by whatever nomenclature such a document is called and issued by any person, pursuant to which the issuer of such document undertakes to perform the transportation of goods contemplated under section 2[k] of the Act, shall be deemed to be a ‘multimodal transport document’, within the meaning of the Act.

~~[m] “multimodal transport operator” any person who-~~

~~—— [i] Concludes a multimodal transport contract on his own behalf or through another person acting on his behalf;~~

~~[ii] acts as principal , and [not as an agent either of the consigner , or consignee or of the carrier] participating in the multimodal transportation , and who assumes responsibility for the performance of the said contract; and'~~

~~[iii] is registered under sub-section [3] of section 4;~~

[m] “multimodal transport operator” means any person who-

[i] issues a multimodal transport document for transportation of goods on his own or through another person acting on his behalf;[or conclude the transportation under multimodal transport document;

[ii] acts as principal , and not as an agent either of the consignor ,or consignee participating in the multimodal transportation , and who assumes responsibility for the performance of the same; and

[iii] is a member of a self-regulatory organization [SRO] under Sub-section [1] of section 4.

Explanation – In case of an import shipment, the agents for foreign shipping lines, foreign Vessel Owning Common Carrier/Non Vessel Owning Common Carrier, foreign freight forwarders operating or intending to commence operation in India shall be deemed to be multimodal transport operator for the purpose of this Act.

[n] “negotiable multimodal transport document” means a multimodal transport document which is-

[i] made out to order or to bearer ; or

[ii] made out to order and is transferable by endorsement ; or

[iii] made out to bearer and is transferable without endorsement;

[o] “non-negotiable multimodal transport document” means a multimodal transport document which indicates only one named consignee.

[p] “prescribed” means prescribed by rules made under this Act;

~~[q] “registration” means registration of multimodal transport operator under sub section [3] of section 4.~~

[q] “registration” means registration of multimodal transport operator under section [4].

[r] “special drawing rights” means such units of account as are determined by the International Monetary Fund;

New section [ra]”self-regulatory organization” means an voluntary association of multimodal transport operators set up in India , recognized under section 3 of the Act;

New section [rb] “services” means services provided by the multimodal transport operators in the course of multimodal transportation contract;

[s] “taking charge” means that the goods have been handed over to and accepted for carriage by the multimodal transport operator;

CHAPTER II REGULATION OF MULTIMODAL TRANSPORTATION

~~3. No person to carry on business without registration:-~~

~~No person shall carry on or commence the business of multimodal transportation unless he is registration under this Act;~~

~~Provided that a person carrying on the business of multimodal transportation immediately before the commencement of this Act, may continue to do so for a period of three from such commencement ; and if he has made an application for registration within the said period , till the disposal of such application.~~

3. No person to carry on business without registration:-

No person shall carry on or commence the business of multimodal transportation unless he is registered in accordance with this Act.

Provided that a person carrying on the business of multimodal transportation immediately before the commencement of this Act, may continue to do so for a period of three months from such commencement ; and if he has made an application for registration within the said period, till the disposal of such application.]

New section 3A. Registration of self Regulating Organisation :-

[1] an association or federation of associations, consisting of members involved in the performance of multimodal transportation of goods may apply to the competent Authority , for registration as a Self Regulating Organisation .

[2] the guidelines with regard to qualifications [s], registration and conduct of business of Self Regulating Organisation shall be notified by the competent Authority .

[3] the competent authority may, for reasons to be recorded in writing , refuse to grant registration if it is satisfied that the applicant does not fulfil the conditions specified in sub section [1]

New section 3B.

Functions of self-Regulatory Organisation[SRO]:-

[1] Every register self –Regulatory organization shall;

[i] provide registration to tis member and grant certificate to commence the business of Multimodal Transportation of goods;

[ii] maintain a dedicated website and online database in relation to;

[a] its member;

[b] services provided by the members in the course of Multimodal Transportation Contract;and

[c] display tariff for the services provided by its members.

[iii] submit such information, as may be required from time to time by the competent authority;

[iv] ensure that Multimodal Transport Document issued by its member is in accordance with section 9.

[iv] submit the periodical and annual reports as may be required by the competent authority.

[v] provide suo-moto disclosures under the Right To Information Act,2005.

[vi] educate and guide the users of the services about their right and responsibilities.

[vii] organize skill development training for person employed by its members.

[viii] discharge any other obligation as assigned by the competent authority.

[ix] Redress grievances filed by the consignors against its;

[x] prepare a code of conduct for business for its members with the approval of the competent authority.

[xi] establish grievance redressal cell [s]

[xii] nominate representative[s] in grievance redressal forums constituted under the Act.

[xvi] take disciplinary action against its members.

[xv] discharge any others function as may be assigned by the competent authority.

[xvi] Every registered self-regulatory organization may charge annual fee from its members for managing administration and its obligation under the Act.

COMMENTS

This section prohibits any person from carrying on or even commencing the business of multimodal transportation without registration under this Act.

4. Registration for multimodal transport operator:-

~~—[1] Any person may apply for registration to the competent authority to carry on or commence the business of multimodal transportation.~~

~~—[2] An application under sub-section [1] shall be made in such form as may be prescribed and shall be accompanied by a fee of ten thousand rupees.~~

~~[3] On receipt of the application, the competent authority shall satisfy that the applicant fulfills the following conditions, namely:-~~

~~{a}~~

~~{i}— that the applicant is a company, firm or proprietary concern, either engaged in the business of shipping, or freight forwarding in India or abroad with in minimum annual turnover year or an average annual turnover of fifty lakh rupees during the preceding three financial year as certified by a Chartered Accountant within the meaning of the Chartered Accountants Act, 1949 [38 of 1949];~~

~~{ii}]— that the applicant is a company, firm or proprietary concern, other than a company, firm or proprietary concern specified in sub clause [i], the~~

~~subscribed share capital of such company or the aggregate balance in the capital account of the partners of the firm, or the capital of the proprietor is not less than fifty lakh rupees;~~

~~[b] that the applicant has offices or agents or representatives in not less than two other countries.~~

~~And on being so satisfied, register the applicant as a multimodal transport operator and grant a certificate to it to carry on commence the business of multimodal transportation;~~

~~———— Provided that the competent authority may, for reasons to be recorded in writing, refuse to grant registration if it is satisfied that the applicant does not fulfill the said conditions.~~

~~———— Provided further that any applicant who is not a resident of India and who is not engaged in the business of shipping shall not be granted registration unless he has establishment a place of business in India;~~

~~Provided also that in respect of any applicant who is not a resident of India, the turnover may be certified by any authority competent to certify the accounts of a company in that country.~~

~~[4] A certified granted under sub-section [3] shall be valid for a period of three years and may be renewed from time to time for a further period of three years at a time.~~

~~[5] An application for renewal shall be made in such form as may be prescribed and shall be accompanied by such amount of fees as may be notified by the central Government.~~

~~———— Provided that such fees shall not be less than rupees ten thousand and shall not exceeds rupees twenty thousand.~~

~~[6] — The competent authority shall renew the registration certificate granted under sub-section [3] if the applicant continues to fulfill the conditions as laid at the time of registration.~~

COMMENTS

~~Any company , firm or proprietary concern , engaged either in the business of shipping , or freight forwarding in India or abroad with a minimum annual turnover of fifty lakh rupees during the immediately preceding financial year or an average annual turnover during the preceding three financial years and having offices or agents or representatives at least in two other countries can apply for registration to carry or commence business of multimodal transportation in the prescribed form with a fee of ten thousand rupees.~~

4. Registration for multimodal transport operator:- Registration for multimodal transport operator with Competent Authority to be deleted]-

[1] Any person intending to carry the business of Multimodal Transportation of goods shall apply to a registered Self-Regulatory Organisation for grant of membership;

[2] An application under Sub –Section [1] shall be made in such form and shall be accompanied by such fees as may be prescribed . The fee so collected shall be remitted by the Self-Regulatory Organisation to the competent authority;

[3] On receipt of the application, the Self-Regulatory organization shall satisfy that the applicant fulfills the following conditions ,namely:-

[a] that the applicant is a company , firm or proprietary concern and has established a place of business in India.

[b] that the applicant is engaged in the business of shipping or freight forwarding and has offices or agents or representatives in not less than two other countries .

[c] that the applicant shall have a minimum annual turnover or subscribed share capital or the aggregate balance in the capital account of partners , or the capital of the proprietor of not less than fifty lakh Rupees as certified by a Chartered accountant within the meaning of the Chartered Accountants Act, 1949 [38 of 1949].

Provided that in respect of any applicant who is not a resident of India, the capital may be certified by any authority competent to certify the accounts of a company in that country;

Provided further that the agents for foreign shipping lines, foreign Vessel Owning Common Carrier /Non Vessel Owning Common Carrier, foreign freight forwarders operating or intending to commence operation in India can apply for registration on behalf of such shipping lines /foreign VOCC/NVOCC and in such cases they will have to conform with the requirements of the Act.

Provided further that the requirement of having offices or agents or representatives in not less than two other countries shall not be applicable in case of applicant who intends to conduct business as multimodal transport operator only within the territory of India.

[4] the Self Regulatory Organisation after satisfying the particulars submitted by the applicant shall issue a certificate of registration to the applicant permitting to commence or carry on the business of Multimodal Transportation.

~~5. Cancellation of registration.—The competent authority may, if it is satisfied at any time after Registration that—~~

~~(a) any statement in, or in relation to, any application under sub-section (2) of section 4 or its renewal under sub-section (5) of that section, is incorrect or false in any material particular; or~~

~~(a) any of the provisions of this Act or the rules made there under has been contravened by the multimodal transport operator; or~~

~~(b) The multimodal transport operator has not entered into any multimodal transport contract during the preceding two years after his registration,~~

~~Cancel by order the certificate of registration:~~

~~Provided that no such registration shall be cancelled unless the multimodal transport operator has been given a reasonable opportunity of showing cause against the proposed action.~~

COMMENTS

The registration to carry on or commence the business of multimodal transportation is liable to be cancelled if it is found that any statement in relation to any application for registration is incorrect or false in any material particular or any of the provisions of the Act or the rules made hereunder has been contravened or the multimodal transport operator has entered into any multimodal transport contract during the preceding two years after registration.

5. Cancellation of registration of Self-Regulatory Organisation.-

[1]The competent authority may, if it is satisfied that- any of the provisions of the Act or the rules made there-under have been contravened by the self-regulatory organization may cancel or suspend by order the certificate of registration.

[2] If the registration of SRO is cancelled MTOs to be assigned to some other SRO.

[3] No such registration shall be cancelled or suspended unless the self regulatory organization has been given a reasonable opportunity of showing cause against the proposed action.

5A. Cancellation of registration of multimodal transport operator.-

(1) (a). The self-regulatory organization may, if it is satisfied at any time after registration of multimodal transport operator that any statement in, or in relation to, any application under sub section (2) of section 4 or its renewal under sub section (5) of that section, is incorrect or false in any material particular; or

(b) any of the provision of this Act or the rules made there under has been contravened by the multimodal transport operator; or

(c) any provision of the code of conduct framed under section 3B [ix] is violated by the multimodal transport operator or a complaint against its conduct is established; or

(d) the multimodal transport operator has not issued any multimodal transport document during the preceding two years after its registration, Cancel or suspend by order the certificate of registration.

Provided that no such registration shall be cancelled or suspended unless the multimodal transport operator has been given a reasonable opportunity of showing cause against the proposed action.

[Note: A multimodal transport operator whose certificate of registration has been cancelled under sub section (1), shall not be entitled to become a member of another registered self-regulatory organization under the Act.]

~~6 — Appeal.~~

~~(1) Any person aggrieved by, refusal of the competent Authority to grant or renew registration under section 4 or by cancellation of registration under section 5, may prefer an appeal to the Central Government within such period as may be prescribed.~~

~~(2) No appeal shall be admitted if it is preferred after the expiry of the prescribed period:~~

~~Provided that an appeal may be admitted after the expiry of the prescribed period if the appellant satisfies the Central Government that he had sufficient cause for not preferring the appeal within the prescribed period.~~

~~(3) Every appeal made under this section shall be made in such form and on payment of such fees as may be prescribed and shall be accompanied by a copy of the order appealed against.~~

~~(4) On receipt of any such appeal, the Central Government shall, after giving the parties a reasonable opportunity of being heard and after making such inquiry as it deems proper, make such order as it thinks fit.~~

6. [Appeal directly to the Central Government to be deleted]

Appeal by Self Regulatory Organisation.-

(1) any self regulatory organization aggrieved by the decision of the competent authority not to grant registration or to cancel or suspend registration may prefer an appeal to the central Government within such period as may be prescribed;

(2) no appeal shall be admitted if it is preferred after the expiry of the prescribed period;

Provided that any appeal may be admitted after the prescribed period if the appellant satisfies the competent authority that he has sufficient cause for not preferring the appeal within the prescribed period.

- (3) every appeal made under this section shall be made in such form and on payment of such fees as may be prescribed and shall be accompanied by a copy of the order appealed against.**
- (4) on receipt of any such appeal, the Central Government shall, after giving the parties a reasonable opportunity of being heard and after making such inquiry as it deemed proper make such order as it may deem fit.**

New Section 6 (B) Appeal against the decision of self regulatory organization.-

(1) Any person aggrieved by the decision of self regulatory organization under section 4 and 5 of the Act, may prefer an appeal to the competent authority within a period of thirty days of the decision of the self regulatory organization.

Provided that any appeal may be admitted after the period of thirty days if the appellant satisfies the competent authority that he has sufficient cause for not preferring the appeal within a period of thirty days.

(2) On receipt of any such appeal, the competent authority shall after giving the parties a reasonable opportunity of being heard and after making such inquiry as it deemed proper make such order as it may deem fit.

[3] every appeal made under this section shall be made in such form and on payment of such fees as may be prescribed and shall be accompanied by a copy of the order appealed against.

CHAPTER III

MULTIMODAL TRANSPORT DOCUMENT

7. Issue of multimodal transport document:-

(1) Where the consignor and the multimodal transport operator have entered into a contract for the multimodal transportation and the multimodal transport operator has taken charge of the goods, he shall, at the option of the consignor, issue a negotiable or non-negotiable multimodal transport document.

Provided that the multimodal transport operator shall issue the multimodal transport document only after obtaining, and during the subsistence of a valid insurance cover.

(2) The multimodal transport document shall be signed by the multimodal transport operator or by a person duly authorised by him.

8. Multimodal transport document to be regarded as document of title

(1) Every consignee named in the negotiable or non-negotiable multimodal transport document and every endorsee of such document, as the case may be, to whom the property in the goods mentioned therein shall pass, upon or by reason of such consignment or endorsement, shall have all the rights and liabilities of the consignor.

(2) Nothing contained in sub-section (1) shall prejudice or affect the right of the multimodal transport operator to claim freight from the consignor or enforce any liability of the consignee or endorsee by reason of his being such consignee or endorsee.

9. Contents of multimodal transport document

The multimodal transport document shall contain the following particulars, namely:--

(a) the general nature of the goods, the leading marks necessary for identification of the goods, the character of the goods (including dangerous goods), the number of packages or units and the gross weight and quantity of the goods as declared by the consignor;

(b) apparent condition of the goods;

(c) the name and principal place of business of the multimodal transport operator;

(d) the name of the consignor;

(e) the name of the consignee, if specified by the consignor;

(f) the place and date of taking charge of the goods by the multimodal transport operator;

(g) the place of delivery of the goods;

(h) the date or the period of delivery of the goods by the multimodal transport operator as expressly agreed upon between the consignor and the multimodal transport operator;

(i) whether it is negotiable or non-negotiable;

(j) the place and date of its issue;

~~(k) freight payable by the consignor or the consignee, as the case may be, to be mentioned only if expressly agreed by both the consignor and the consignee;~~

[k] freight payable by the consignor or the consignee, as the case may be, to be mentioned only if expressly agreed to be omitted by the consignor or the consignee, as the case may be, and the multimodal transport operator.

(l) the signature of the multimodal transport operator or of a person duly authorised by him;

(m) the intended journey route, modes of transport and places of transshipment, if known at the time of its issue;

~~(n) terms of shipment and a statement that the document has been issued subject to and in accordance with this Act; and~~

~~(o) any other particular which the parties may agree to insert in the document, if any such particular is not inconsistent with any law for the time being in force~~

[o] any others additional particulars [s] or addendum , including disclosure of the context , eventuality, point of time giving rise to the application of actual services charges, other than fright and their manner of publishing by the MTO , which the Competent Authority may by a general or special order specify , from time to time under the Act.

New section 9 [p]: details of the insurance coverage for multimodal transportation of goods.

10. Reservation in the multi-modal transport document.-

(1) Where the multimodal transport operator or a person acting on his behalf knows, or has reasonable grounds to suspect, that the particulars furnished by the consignor in the multimodal transport document do not accurately represent the goods actually taken in charge, or if he has no reasonable means of checking such particulars, the multimodal transport operator or a person acting on his behalf shall insert in the multimodal transport document a reservation specifying the inaccuracies, if any, the grounds of suspicion or the absence of reasonable means of checking the particulars.

(2) Where the multimodal transport operator or a person acting on his behalf fails to insert the reservation in the multimodal transport document relating to the apparent condition of the goods, he shall be deemed to have accepted the goods in apparent good condition.

COMMENTS

In case the multimodal transport operator or a person acting on his behalf knows or has reasonable grounds to suspect that the particulars furnished by the consigner in the multimodal transport document do not accurately represent the goods actually taken in the charge or he has no reasonable means of checking such particulars an inserting shall be in the multimodal transport document specifying the inaccuracies.

11. Evidentiary effect of the multimodal transport document.-

Save as provided in section 10,--

[a) the multimodal transport document shall be prima facie evidence of the fact that the multimodal transport operator has taken charge of the goods as described in the document; and

(b) no proof to the contrary by the multimodal transport operator shall be admissible if the multimodal transport document is issued in negotiable form and has been transmitted to the consignee or transferred by the consignee to a third party, if the consignee or the third party has acted in good faith relying on the description of the goods in the document.

12. Responsibility of the consignor.-

(1) The consignor shall be deemed to have guaranteed to the multimodal transport operator the adequacy and accuracy, at the time the multimodal transport operator takes charge of the goods, of the particulars referred to in clauses (a) and (b) of section 9 as furnished by the consignor for insertion in the multimodal transport document.

(2) The consignor shall indemnify the multimodal transport operator against loss resulting from inadequacy or inaccuracy of the particulars referred to in sub-section (1)

(3) The right of the multimodal transport operator under sub-section (2) shall in no way limit his liability under the multimodal transport contract to any person other than the consignor.

CHAPTER IV RESPONSIBILITIES AND LIABILITIES OF THE MULTIMODAL TRANSPORT OPERATOR

13. Basis of liability of multimodal transport operator.-

(1) The multimodal transport operator shall be liable for loss resulting from—

[a) any loss of, or damage to the consignment;

[b) delay in delivery of the consignment and any consequential loss or damage arising from such delay,

where such loss, damage or delay in delivery took place while the consignment was in his charge;

Provided that the multimodal transport operator shall not be liable if he proves that no fault or neglect on his part or that of his servants or agents had caused or contributed to such loss, damage or delay in delivery:

Provided further that the multimodal transport operator shall not be Liable for loss or damage arising out of delay in delivery including any consequential loss or damage arising from such delay unless the consignor had made a declaration of interest in timely delivery which has been accepted by the multimodal transport operator.

Explanation.—For the purposes of this sub-section, “delay in delivery” shall be deemed to occur when the consignment has not been delivered within the time expressly agreed upon or, in the absence of such agreement, within a reasonable time required by a diligent multimodal transport operator, having regard to the circumstances of the case, to effect the delivery of the consignment.

[2] If the consignment has not been delivered within ninety consecutive days following the date of delivery expressly agreed upon or the reasonable time referred to in the Explanation to sub-section [1] the claimant may treat the consignment as lost.

COMMENTS

If any loss of, or damage to the consignment , delay in delivery of the consignment and any cosequential loss or damage arising out of such delay happens to take place then the multimodal transport operator shall be liable for such loss or damage.

14. Limits of liability when the nature and value of the consignment have not been declared and Stage of transport where loss or damage occurred is not known.-

(1) Where a multimodal transport operator becomes liable for any loss of, or damage to, any consignment, the nature and value where of have not been declared by the consignor before such consignment has been taken in charge by the multimodal transport operator and the stage of transport at which such loss or damage occurred is not known, then the liability of the multimodal transport operator to pay compensation shall not exceed two Special Drawing Rights per kilogram of the gross weight of the consignment lost or damaged or 666.67 Special Drawing Rights per package or unit lost or Damaged, whichever is higher.

“Explanation.—For the purpose of this sub-section, where a container, pallet or similar article is stuffed with more than one package or units, the packages or units enumerated in the multimodal transport document, as packed in such container, pallet or similar article of transport shall be deemed as packages or units”.

(2) Notwithstanding anything contained in sub-section (1), if the multimodal transportation does not, according to the multimodal transport contract, include carriage of goods by sea or by inland waterways, the liability of the multimodal transport operator shall be limited to an amount not exceeding 8.33 Special Drawing Rights per kilogram of the gross weight of the goods lost or damaged.

COMMENTS

When the nature and value of consignment have not been declared and the stage of transport where loss or damage occurred is unknown, then liability of the operator to pay compensation is limited under section 14.

15. Limits of liability when the nature and value of the consignment have not been declared and stage of transport where loss or damage occurred is known.-

Where a multimodal transport operator becomes liable for any loss of, or damage to, any consignment, the nature and value whereof have not been declared by the consignor before such consignment has been taken in charge by the multimodal transport operator and the stage of transport at which such loss or damage occurred is known, then the limit of the liability of the multimodal transport operator for such loss or damage shall be determined in accordance with the provisions of the relevant law applicable in relation to the mode of transport during the course of which the loss or damage occurred and any stipulation in the multimodal transport contract to the contrary shall be void and unenforceable.

Provided that the multimodal transport operator shall not be liable for any loss, damage or delay in delivery due to a cause for which the carrier is exempted from liability in accordance with the applicable law.

16. Liability of the multimodal transport operator in case of delay in delivery of goods under certain circumstances.-

Where delay in delivery of the consignment occurs under any of the circumstances mentioned in the Explanation to sub-section (1) of section 13, or any consequential loss or damage arises from such delay, then the liability of the multimodal transport operator shall be limited to the freight payable for the consignment so delayed.

COMMENTS

In case of delay in delivery, the liability of the operator is limited to freight payable for the consignment so delayed.

17. Assessment of compensation.-

(1) Assessment of compensation for loss of or damage to, the consignment shall be made with reference to the value of such consignment at the place where, and the time at which, such consignment is delivered to the consignee or at the place and time when, in accordance with the multimodal transport contract, it should have been delivered.

(2) The value of the consignment shall be determined according to the current commodity exchange price, or, if there is no such price, according to the current market price, or, if the current market price is not ascertainable, with reference to the normal value of a consignment of the same kind and quantity.

18. Loss of right of multimodal transport operator to limit liability :-

The multimodal transport operator shall not be entitled to the benefit of limitation of liability under any of the provisions of this Chapter if it is proved that the loss, damage or delay in delivery of consignment resulted from an act or omission of the multimodal transport operator with intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result.

19. Limit of liability of multimodal transport operator for total loss of goods.-

The multimodal transport operator shall not, in any case, be liable for an amount greater than the liability for total loss of goods for which a person will be entitled to make a claim against him under the provisions of this Act.

COMMENTS

The operator shall not, in any case, be liable for an amount greater than the liability for total loss of goods for which a person will be entitled to make a claim against him under the provision of this Act.

20. Notice of loss of or damage to goods.-

(1) The delivery of the consignment to the consignee by the multimodal transport operator shall be treated as prime facie evidence of delivery of the goods as described in the multimodal transport document unless notice of the general nature of loss of, or damage to, the goods is given, in writing, by the consignee to the multimodal transport operator at the time of handing over of the goods to the consignee

(2) Where the loss or damage is not apparent, the provisions of sub-section (1) shall apply unless notice in writing is given by the consignee of the loss of, or damage to, the goods within six consecutive days after the day when the goods were handed over to the consignee.

20A. Period of responsibility.-

The responsibility of the multimodal transport operator for the goods under this Act shall cover the period from the time he has taken the goods in his charge to the time of their delivery.

COMMENTS

The responsibility of the multimodal transport operator starts from the time when the goods are put under his charge and ends when the delivery thereof has been made.

New CHAPTER IV-A GRIEVANCE REDRESSAL FORUM

[Application of chapter IV-A only to members of registered Self Regulatory Organisations; every member of a registered Self Regulatory Organisations under the Act shall be entitled to the remedies provided for under Chapter IV-A of the Act,]

20AB. Conciliation of the commercial difference or dispute at the self regulatory organization (s);

- (1) Each self regulatory organization shall, with the prior approval of the competent authority constitute as many grievance redressal cells as may be required for the purpose of redressal of grievances in relation to multimodal transportation or any services forming part or constituent of such transportation.**
- (2) The Competent Authority, by general or special order, shall specify the number, qualification(s) of the members of such cell, its quorum,**

procedure, time limit for disposal of grievance(s), manner of reference of grievance(s) to the cell, conduct of conciliation.

- (3) A person aggrieved with the member of self regulatory organization shall refer his grievance for conciliation to the grievance redressal cell.
- (4) Every referral for conciliation to the grievance redressal cell shall be accompanied by a self-attested copy of the relevant documents.
- (5) The decision of the grievance redressal cell shall be binding on the parties of the dispute unless an appeal is filed under sub section.
- (6) Any party aggrieved by a decision of the grievance redressal cell may prefer an appeal within a period of thirty days from the date of publication of the order before the grievance redressal forum.
- (7) The Competent Authority shall oversee the functioning of Grievance Redressal Cell and may take appropriate action as deemed fit against any person in India who is found to be not complying with the conciliation arrived at or not responding to or attending meetings and complying with any of the directives for conciliation of the Cell and for preventing/pre-empting the occasions giving rise to similar grievances, recurrently.

20AC. Further conciliation of the commercial difference or dispute at the grievance redressal forum;

Grievance Redressal Forum;

- (1) the Competent Authority may, in accordance with such general or special order as it may specify in this behalf, constitute as many grievance redressal forums (GRF) as may be required for the purpose of redressal of grievances in relation to multimodal transportation or any services forming part or constituent of such transportation.
- (2) the Competent Authority, may by general or special order, shall also specify the number, source, qualification(s) of the constituent members of such Forum, its quorum, procedure, period for disposal of grievance(s), manner of reference of grievance(s) to the Forum, conduct of conciliation, inter-alia.
- (3) the Grievance Redressal Forums shall comprise of members drawn from self regulatory organizations and recognized export-import organisation;
- [4] any aggrieved person in India, whether as a consigner or consignee shall refer his grievances for conciliation to the grievances redressal forum;

- [5] every referral for conciliation to the grievance redressal forum, shall be accompanied by a self-attested copy of the proceedings held in the self regulatory organisation.**
- (6) any person, as a consignor or consignee operating in India while goods are in transit, constituting multimodal transportation and, including the insurers concerned, shall comply with the conciliation arrived at the Forum(s);**
- (7) any party aggrieved by a decision of the grievance redressal forum, or otherwise, is not prohibited from seeking and securing relief from the courts of competent jurisdiction as specified under section 25 of the Act.**
- (8) The Competent Authority shall oversee the functioning of Grievance Redressal Forum (S) and may take appropriate action as deemed fit against any person in India who is found to be not complying with the conciliation arrived at or not responding to or attending meeting and complying with any of the directives for conciliation of the Forum and for preventing/pre empting the occasions giving rise to similar grievances, recurrently.**

CHAPTER V MISCELLANEOUS

21. Special provision for dangerous goods.-

(1) Where the consignor hands over the prescribed dangerous goods to a multimodal transport operator or any person acting on behalf of such operator, the consignor shall inform him of the nature of the dangerous goods and, if necessary, the precautions to be taken while transporting such goods.

(2) Where the consignor fails to inform the multimodal transport operator or the other person acting on behalf of such operator of the nature of the dangerous

goods and such operator or person does not otherwise have knowledge of the dangerous goods—

(a) the consignor shall be liable to the multimodal transport operator or the other person acting on behalf of such operator for all loss resulting from the multimodal transportation of such goods; and

(b) the goods may at any time be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation.

COMMENTS

The consignor shall inform the operator of the nature of the dangerous goods, and if necessary, the precautions to be taken while transporting and handling such goods.

22. Right of multimodal transport operator to have lien on goods and documents.-

(1) The multimodal transport operator who has not been paid the amount of consideration stipulated in the multimodal transport contract shall have a lien on the consignment and on the documents in his possession.

(2) Notwithstanding anything contained in sections 13, 16 and 18, the period during which the goods are in possession of the multimodal transport operator in exercise of his right of lien referred to in sub-section (1) shall not be included for the purposes of calculating the time of delay under any of those sections.

COMMENTS

The operator who has not been paid the amount of consideration stipulated in the contract shall have a lien on the consignment as well as the document in his possession.

23. General average.-

Notwithstanding anything contained in any other of this Act, it shall be lawful for the parties to the multimodal transport contract to include in the multimodal transport document any provision relating to general average.

Explanation- For the purpose of this section, “general average” means loss, damage or expense reasonably incurred in order to avert danger to property in common peril and in the common interest involved in the multimodal transportation.

24. Limitation on action.-

The multimodal transport operator shall not be liable under any of the provisions of this Act unless action against him is brought within nine months of-

[a] the date of delivery of the goods, or

[b] the date when the goods should have been delivered, or

[c] the date on and from which the party entitled to receive delivery of the goods has the right to treat the goods as lost under sub-section [2] of section 13

The operator is immune to any liability under the Act any action against him initiated after nine months of [i] The date of delivery of goods, or [ii] The date ,when goods should have been delivered or,[iii] The date on and from which the party entitled to receive delivery of goods has the right to treat the goods as lost.

25. Jurisdiction for instituting action.-

[1] Any party to the multimodal transport contract may institute an action in a Court which is competent and within the jurisdiction of which is situated one of the following places, namely:-

(a) The principal place of business, or, in the absence thereof, the habitual residence, of the defendant; or

(b) The place where the multimodal transport contract was made, provided that the defendant has a place of business, branch or agency at such place;

or

- (c) The place of taking charge of the goods for multimodal transportation or the place of delivery thereof; or
- (d) Any other place specified in the multimodal transport contract and evidenced in the multimodal transport document.

[2] Any party to the multimodal transport contract may institute an action in a Court against the decision of the GRF within a period of 45 days from the date of publication of the order.

COMMENTS

Any party to the multimodal transport contract can institute an action in a court which is competent and within the jurisdiction of which (i) defendant has the principal place of business or the habitual residence; or (ii) the multimodal transport contract was made, provided that the defendant has a place of business, branch or agency at such place; or (iii) the charge of the goods was taken for multimodal transportation or delivery of goods was made.

New Section 25A

Penalties.-(1) Any Person who contravenes any provision of this Act or fails to comply with any provision thereof which it was his duty to comply with, shall be guilty of an offence; and if in respect of any such offence no penalty is specially provided in sub-section (2), he shall be punishable with fine which may extend to two hundred rupees.

(2) The offences mentioned in the second column of the following table shall be punishable to the extent mentioned in the fourth column of the same with reference to such offences respectively.

(3) The fine mentioned in the fourth column may be imposed by the competent authority.

S. No.	Offence	Section of this Act to which offence has reference	Penalties	By whom the offence triable and penalties imposed
1.	If a person commence or carry on business of multimodal transportation of goods without registration in accordance with the Act.	3 & 4A	fine which may extend to fifty thousand rupees, or Imprisonment which may extend to six months, or both	Court
2.	If a member of the registered self regulatory organization contravenes the provision of the code of conduct for business	3B[ix]	Fine which may extend to fifty thousand rupees.	Competent authority
3.	If a person disregard the multimodal transport document as document of title	8	Fine which may extend to one lakh rupees.	Competent authority
4.	If a person does not issue multimodal transport document containing the prescribed particulars	9	Fine which may extend to One lakh rupees.	Competent authority
5.	If the consigner or consignee contravene the provision under this section	10 & 11	Fine which may extend to two lakh rupees.	Competent authority
6.	If a person fails to comply with the decision of the grievance redressal cell. Without available the remedy available under sub section [6] of section 20 AB	20 AB[5]	Fine which may extend to two lakh rupees.	Competent authority
7.	If a person fails to comply with the decision of the grievance redressal	20 AB	Fine which may extend to two lakh rupees.	Competent authority

	forum without availing the remedy available undersub section [2] of section 25			
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26. Arbitration.-

(1) The parties to a multimodal transport Contract may provide therein that any dispute which may arise in relation to multimodal transportation under the provisions of this Act shall be referred to arbitration.

(2) The arbitration proceeding may be instituted at such place or in accordance with such procedure as may be specified in the multimodal transport document.

27. Delegation of power.-

The Central Government may, by notification in the Official Gazette, direct that any power exercisable by it under this Act, except the power under section 30, shall, in such circumstances and subject to such conditions, if any, as may be specified therein, be exercisable also by such officer or authority as may be specified in the notification.

28. Multimodal Transport Contract to be made in accordance with this Act.-

No person registered as a multimodal transport operator shall enter into any contract for multimodal transportation except in accordance with the provisions of this Act and any contract, to the extent it is inconsistent with the said provisions, shall be void and unenforceable.

29. Act to override other enactments.-

The provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force or in any instrument having effect by virtue of any law other than this Act.

30. Power to make rules.-

(1) The Central Government may, by notification in the Official Gazette make rules for carrying out the provisions of this Act.

(2) In particular, and without prejudice to the generality of the foregoing provisions, such rules may provide for all or any of the following matter, namely:-

(a) the forms in which applications shall be made under section 4;

(b) the period within which appeal shall be preferred under sub-section (1) of section 6;

(c) the form in which an appeal shall be preferred under section 6 and the amount of fee payable in respect of such appeal;

(d) dangerous goods for the purpose of section 21;

(e) any other matter which is to be, or may be prescribed.

(3) Every rule made under this Act shall be laid, as soon as may be after it is made, before each, House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the Rule or both Houses agree that the rule should not be made, the rule shall hereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule.

31. Amendment of certain enactments.- On and from the date of the commencement of this Act, the enactments Specified in Parts I, II and III of the Schedule shall be emended in the manner specified therein.

32. Repeal and saving.-

(1) The Multimodal Transportation of Goods Ordinance, 1992 is hereby repealed.

(2) Notwithstanding such repeal, anything done or any action taken under the said Ordinance shall be deemed to have been done or taken under the corresponding provisions of this Act.

THE SCHEDULE

(SEE SECTION 31)

AMENDMENT OF CERTAIN ENACTMENTS

PART I

Amendment of the Carriers Act, 1865

(3 of 1865)

In the Carriers Act, 1865,--

- (a) in section 2, in the definition relating to “common carrier”, after the words “engaged in the business of “, the words “transporting property under multimodal transport document or of “ shall be inserted;
- (b) in sections 6, 7 and 8, for the words “property delivered”, the words and brackets “property (including container, pallet or similar article of transport used to consolidate goods) delivered” shall, respectively be substituted;
- (c) in section 9 and 10, for the words “goods entrusted”, the words and brackets “goods (including containers, pallets or similar article of transport used to consolidate goods) entrusted” shall, respectively, be substituted.

PART II

Amendment of the Indian Carriage of Goods by Sea Act, 1925.-

(26 of 1925)

In the Indian Carriage of Goods by Sea Act, 1925,--

(a) in the Preamble, after the second paragraph, the following paragraph shall be inserted, namely:--

“AND WHEREAS the said rules were amended by the Protocol signed at Brussels on 23rd February, 1968 and by the Protocol signed at Brussels on 21st December, 1979”.

(b) In section 7, in sub-section (1), for the words and figures “sections 331 and 352”, the words, figures and letters “section 331 and Part XA” shall be substituted;

(c) In the Schedule.-

(i) In Article I, in clause(c) after the word “merchandises”, the words “containers, pallets or similar article of transport used to consolidate goods if supplied by the shipper,” shall be inserted.

(ii) In Article III,--

(1) in paragraph 4, the following shall be added at the end, namely:--

“However, proof to the contrary shall not be admissible when the bill of lading has been transferred to a third party acting in good faith”.;

(2) in paragraph 6, in the third sub-paragraph, the following shall be added at the end , namely:-

“This period may, however, be extended if the parties so agree after the cause of action has arisen;

Provided that a suit may be brought after the expiry of the period of one year referred to in this sub-paragraph within a further period of not more than three months as allowed by the court”.

(iii) in Article IV, in paragraph 5,--

(1) for the words and figures “amount exceeding 1001 Per package or unit”, the words and figures “amount exceeding 666.67 Special Drawing Rights per package or unit or two Special Drawing Rights per kilogram of gross weight of the goods lost or damaged, whichever is higher” shall be substituted;

(2) After the first sub-paragraph, the following sub-paragraphs shall be inserted, namely:--

“Where a container, pallet or similar article of transport is used to consolidate goods, the number of packages or units enumerated in the bill of lading and as packed in such article of transport shall be deemed to be the number of packages or units for the purposes of this paragraph as far as these packages or units are concerned.

Neither the carrier nor the ship shall be entitled to the benefit of limitation of liability provided for in this paragraph if it is proved that the damage resulted from an act or omission of the carrier done with intent to cause damage, or recklessly and with knowledge that damage would probably result.

Where the nature or value of the goods has been knowingly misstated by the shipper in the bill of lading the liability of the carrier or ship shall not exceed the value so stated”.

PART III

Amendment of the Sale of Goods Act, 1930
(3 of 1930)

In the Sale of Goods Act, 1930, in section 2, in clause (4), after the words “railway receipt”, the words “multimodal transport document”, shall be inserted.
