



FAO-1873-2001 (O&amp;M)

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**IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH****FAO-1873-2001 (O&M)  
Date of decision : 12.5.2025**

Union of India

... Appellant

VERSUS

United India Insurance Company Limited and another

... Respondents

**CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN**Present: Mr. Narender Kumar Vashist, Advocate,  
for the appellant.Mr. Vishwajit Bedi, Advocate,  
for respondent No.1.Ms. Rajwinder Kaur, Advocate,  
for respondent No.2 THROUGH VC

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**PANKAJ JAIN, J. (Oral)****CM-8629-CII-2024**

Allowed as prayed for and reply filed on behalf of respondent No.2 is taken on record.

2. With the consent of the parties, the main case is taken on board today and arguments were heard on the main appeal.

**Main case**

The railway is in appeal aggrieved of the order passed by the Railway Claims Tribunal, Chandigarh Bench, Chandigarh whereby the claim filed by the respondents for ₹ 27,629/- stands allowed.

2. The only plea raised by the counsel for the appellant is that liability of the railway administration is restricted under Section 103 of the



Railways Act, 1989. The value of the consignment having not been declared, the railways cannot be held to be responsible for the loss of the consignment.

This specific plea was dealt by the Claims Tribunal observing as under : -

*“The next plea taken by the railway administration is about their liability being restricted under Section 103 of the Railways Act, 1989. The applicants were silent about disclosing the fact of declaration of the value of the consignment and payment of percentage charges in their claim application. However, when a specific plea was taken in the written statement, the same was promptly denied in the replication. In these circumstances, it was obligatory on the part of the railway administration to lead some evidence to show that the value had not been declared and percentage charges not paid. The RRs produced by them do not contain any such endorsement. The least the railway administration could have done was to file an affidavit of the booking clerk denying the allegations in the replication and placing on record the forwarding note which is furnished by the consignor and is in the possession of the railway authorities and about whose contents, the consignor is responsible. This has not been done and , therefore, the onus has not been discharged. The benefit of Section 103 cannot be, thus, taken by the railway administration. The applicants, on the other hand, have placed on record sufficient evidence in the shape of invoice and discharge voucher to show that the amount being claimed by them is the value of the consignment. Applicant no.1 is, therefore, entitled to the amount claimed.”*

3. Per contra, counsel for respondent No.1 submits that not only the value was declared, but percentage charges were also paid on the excess value.



4. In the considered opinion of this Court, burden of proof to be discharged by the claimants before the Claims Tribunal is governed by the provisions contained under Section 110 of the Railways Act, 1989 which reads as under : -

**“Section 110. BURDEN OF PROOF**

*In an application before the Claims Tribunal for compensation for loss, destruction, damage, deterioration or non-delivery of any goods, the burden of proving—*

*(a) the monetary loss actually sustained; or*

*(b) where the value has been declared under sub-section (2) of section 103 in respect of any consignment that the value so declared is its true value,*

*shall lie on the person claiming compensation, but subject to the other provisions contained in this Act, it shall not be necessary for him to prove how the loss, destruction, damage, deterioration or non-delivery was caused.”*

5. Perusal thereof would reveal that the claimant seeking compensation for loss/destruction/damage/deterioration or non-delivery of any goods is required to prove either monetary loss actually sustained by him or where the value has been declared in sub Section 2 of Section 103 of the Act in respect of any consignment is required to prove that the value so declared is the true value.

6. Applying the aforesaid provisions to the present case, even if the case argued by the counsel for the appellant is taken on its face value and is presumed for sake of argument that the consignee did not declare the value under Section 103(2), monetary loss suffered by him stands proved by



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proving the invoice. Consignee, thus, sufficiently discharged the burden of proof as contemplated under law.

7. In view thereof, having no merit in the present appeal, the same is ordered to be dismissed.

8. Pending application(s), if any, stands disposed of.

**( PANKAJ JAIN )**  
**JUDGE**

May 12, 2025  
Paritosh Kumar

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No