MULTIMODAL TRANSPORT DOCUMENT RULES, 1994[1]

In exercise of the powers conferred by section 30 of the Multimodal Transportation of Goods Act, 1993 (28 of 1993), the Central Government hereby makes the following rules namely:—

1. Short title and commencement.—(1) These rules may be called THE MULTIMODAL TRANSPORT DOCUMENT RULES, 1994.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires—

(*a*) "Act" means the Multimodal Transportation of Goods Act, 1993;

(*b*) "document" means the Multimodal Transport Document referred to in section 7 of the Act;

(*c*) The words and expressions used herein and not defined but defined in the Act shall have the meaning respectively assigned to them in the Act.

3. Contract for Multimodal Transportation.—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 issue a document, a model of which may be prescribed by the competent authority by a Special or General Order, with the approval of the Central Government.

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1. *Vide* G.S.R. 311(E), dated 9-3-1994, published in the Gazette of India, Ext., Pt. II, S. 3(*i*), dated 9-3-1994.

SPECIMENS OF CARRIAGE CONTRACT AGREEMENTS*

Agreement Between Merchant and Carrier

THIS AGREEMENT is made on.....day of.....20..... between M/s.....(name of Company), carrying on business of readymade garments at.....(Place of agreement) hereinafter called the "Company" of FIRST PART and M/s.....(name of Carrier/ Transporter) hereinafter called the "Carrier" of SECOND PART.

WHEREAS the.....(name of company) is the producer of the readymade garments and had dealers in following marketing zones, *viz*,

East.....(name and address of dealer).

West.....(name and address of dealer).

North.....(name and address of dealer).

South.....(name and address of dealer).

AND WHEREAS the.....(name of Carrier/Transporter) has agreed to carry the abovementioned item for a period of.....(years) upon terms and conditions hereinafter mentioned.

Now, therefore, the parties have agreed by and between themselves as follows:—

1. The "Carrier" agrees and undertakes to carry the abovementioned item to different marketing zones as assigned and complete the work as per the standards and specification given to them at decided rates and in time.

2. The.....(name of Carrier) has agreed to carry the abovementioned items for a consideration of Rs.....of which the sum of Rs.....as advance is paid to them and the balance amount of Rs.....shall be paid on the delivery of items.

3. Every consignment of abovementioned item shall be accompanied by a consignment note or declaration on which shall be stated:

(*a*) the full name and address of the sender and the consignee;

(*b*) the name of point at which abovementioned item is tendered for conveyance.

4. The consignment should reach the destination on or before the..... day of.....20.....

5. The "Carrier" shall not be liable for any loss from consignment, for damage, deviation, misdelivery, delay or detention of or to a consignment or any part thereof unless occasioned by the neglect or default of the "Company".

6. The "Carrier" shall not be liable for any loss, damage or delay proved to have been caused by or to have arisen from riots, civil commotions, strikes, stoppage or restraint of labour of reason whatsoever may be.

7. In case of damage, deviation, misdelivery, delay, etc., of consignment or any part thereof, the "Carrier" shall be liable to pay damages to the "Company".

8. Any default in carrying the items by the employees of the "Carrier" the damages shall be borne by.....(name of Carrier/Transporter).

9. Any objection or doubt relating to consignment by carrier shall be replied by "Company" in writing within.....days before delivery thereof.

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*These specimens are for guidance. Contents may vary according to the terms and conditions of the agreement and prevailing circumstances.

India Code

10. If the "Carrier" neglects or fails to perform his part of the contract the "Company" may give notice of 15 days in writing specifying the breach and requiring them to make good the default before the expiration of notice.

11. If the "Carrier" does not comply with the terms of such notice the balance amount of their money will be forfeited.

12. In the event of dispute or difference about interpretation or construction of any terms of this agreement the dispute shall be adjudicated by the Court in.....(place).

In witness whereof the parties hereto have assigned this agreement on the date, month and year first mentioned above at.....(place) in the presence of.....

Signature on behalf of Company

.....

Witnesses:

1.....

2.....

Signature on behalf of Carrier

.....

Witnesses:

1.....

2.....

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SPECIMENS OF CARRIAGE CONTRACT AGREEMENTS

Agreement Between Manufacturing Company and a Transport Company for Supply of Goods

This Agreement made at.....(name of place) on the.....day of.....20.....between the.....Company (name of the Company) having the registered office at.....(name of the place) hereinafter called the Manufacturing Company of the ONE PART and Messers..... .....(name of the transport Company) having the office at.....(name of place) hereinafter the carrier agency of the OTHER PART;

WHEREAS the Manufacturing Company is the producer of.....(describe the products) and is desirous to appoint a supplier for carrying of goods to.....(mention of zones/places, etc.) in India.

WHEREAS the party in the Second Part has agreed to render services by way of receiving the products from the Manufacturing Company and to supply the same to its dealers/sellers in various parts in India on behalf of the Manufacturing Company on terms and conditions mentioned in this Agreement.

Now, therefore, this agreement witnesseth as under:

(1) The transport company will supply the goods and products for and on behalf of the Manufacturing Company, provided that nothing hereinunder contained shall prevent the manufacturing company from supplying itself directly without the involvement of the transport company.

(2) The contract will be for the term of.....years/months from the date of execution of this agreement determinable nevertheless at the option of either party by giving to the other.....month notice.

(3) The manufacturing company during this agency agreement will pay the commission/consideration of Rs.....(mention the amount) on all supplies/ transportation, supplied directly or indirectly as to which the transport company shall have its absolute discretion.

(4) The said consideration/amount shall be paid.....(mention this term of payment).

(5) That the transport company shall the goods/products at its own risk and responsibilities.

(6) The transport company shall arrange its own mode of transport as per the transport rules and regulations.

(7) The Agreement shall be subject to the Laws of.....(mention the State/States) and any action in this respect shall be tenable only in the Courts.....(mention the jurisdiction).

In witness whereof the parties hereto have signed at.....(hereunto this agreement the date, months and year first herebefore motioned.

Signed, Sealed and Delivered by within named.....(name of the Company) through.....Mr.....(name of signatory) in the presence of.....(name of person/authority).

Signature of the officer of Manufacturing Company

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Signed, Sealed and Delivered by within named messers.....(name of Transport Company) through Mr. .....(name of officer) in the presence of Mr.....(name of officer present).

Signature of the officer of the Transport Company

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