**SUIT AGAINST CARRIER – COMPENSATION – NON-DELIVERY/ DELAY IN DELIVERING GOODS**

**Nature of grievance:**

**Suit against a carrier for compensation for non-delivery of or delay in delivering goods:** Where the Carrier of the goods causes delay in delivering goods or causes non-delivery of goods consigned – A Suit may be filed for compensation, within 3 years from the date, when the goods should have been delivered, under Article 11 of the Indian Limitation Act, 1963.

**Reliefs prayed:**

**(As may be appropriate and applicable to the facts of one’s case)**

a)     That the Defendant be ordered and decreed to pay Rs.\_\_\_\_\_\_\_\_, as per particulars of claim, annexed to the Plaint at **Exhibit “\_\_\_\_”**;

b)     That the Defendant be further ordered and decreed to pay interest on the Suit amount, @12% from the date of filing of Suit, till date of judgment; and further interest @6% from the date of judgment till payment.

c)     The Hon’ble Court be pleased to declare that \_\_\_\_\_\_\_\_\_\_\_  (declaration, in the absence of which the rights of the Plaintiff is frustrated);

d)     The Defendants be permanently injuncted from acting (permanently restrained from doing of certain acts), such acts which would otherwise frustrate the rights of the Plaintiffs, or such acts, which would otherwise run contrary to the rights of the plaintiff.

e)     The Defendants be ordered and decreed by way of Mandatory Injunction to \_\_\_\_\_\_\_\_\_\_ “perform certain acts”;

**Interim and Ad-Interim Reliefs: Pending the hearing and final disposal of the Suit, the Hon’ble Court so as to prevent the ends of justice from being defeated, be pleased –**

f)      That pending the hearing and final disposal of the above suit, the Hon’ble Court, in the dues exercise of powers u/s 75 and O.26 of CPC, 1908, be pleased to appoint Court Commissioner, to hold a scientific, technical, or expert investigation; or to conduct sale of property which is subject to speedy and natural decay and which is in the custody of the Court pending the determination of the suit; or to perform any other ministerial act;

g)     Interim/ad-interim reliefs in terms of prayer clauses \_\_\_\_\_ as aforesaid.

h)     Such further and other reliefs as this Hon’ble Court may deem fit and proper in the circumstances of the case as may be necessary.

**Material facts of the case:**

The Plaintiffs, most respectfully submit that, having regard to the nature of reliefs prayed for in this Suit, the following facts become germane to the controversy herein; And, the reasonable satisfaction of the existence or the non existence, as the case may be, of these facts, may entitle the Plaintiffs the judgment in their favour. The chronology / chain of events, which has led to the present situation, and has constrained the Plaintiffs to seek certain Reliefs from this Hon’ble Court. **[In the chronology / chain of events, the following facts should be set out in clear terms, at appropriate juncture.]**

1.      The facts showing that the services of Defendant were availed of, for transporting of certain goods;

2.      The value of the goods, weight and measurement of the goods, marks if any on the goods, which were transported;

3.      The date of loading of goods upon the Carrier:

4.      The place of destination / delivery of goods:

5.      The time within which the goods ordinarily reach the destination:

6.      The date on which the Suit goods reached the destination:

7.      The date/dates on which the Plaintiffs or his Agent was refused delivery of the goods:

8.      The facts showing that loss or injury occasioned to the Plaintiff due to aforesaid delay or non-delivery of goods consigned:

**[To claim any relief in the nature of declaration**] The facts showing that the Plaintiff is entitled to some legal position, or to some property, or to some right of any nature whatsoever; and the facts and circumstances showing that the Defendant is doing some act by which the Defendant deny such rights of the Plaintiffs;

**[To claim any relief in the nature of permanent injunction]** The facts showing that the Plaintiff is entitled to some legal position, or to some property, or to some right of any nature whatsoever; and the facts and circumstances showing that the Defendant is doing some act by which the Defendant interferes with such rights of the Plaintiffs;

**[To claim any relief in the nature of mandatory injunction**] The facts showing that the Defendant is under obligation under the law or under the contract, to perform certain acts, which he is neglecting to do, and the Courts can compel performance of such acts, and the performance of such acts are essential pending the final disposal of the Suit, and the failure of performance of such acts may render the Suit infructuous.

**Any other factual averments, having regard to the nature of Reliefs claimed.**