

Articles time begins  
to run when the



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Articles 10 and 11 contemplate suits against a carrier. The expression ‘carrier’ has not been defined in the Limitation Act. The expression ‘common carrier’ is defined in the Carrier’s Act in Section 2 as follows: “ A common carrier denotes a person engaged in the business of transporting for hire property from place to place by land or inland navigation.

In *Rahim Saheb v. Governor General of India*, [(1955) MLJ 406], it has been held that the definition of ‘common carrier’ as given in the Carrier’s Act, 1865 does not govern the expression ‘carrier’ in Articles 10 and 11 of the Limitation Act. Carrier in its general sense means a person who undertakes to transport goods of other persons from one place to another for hire. Articles 10 and 11 apply not only to common carriers but also the other carriers, private or otherwise.

In *Rahim Saheb v. Governor-General of India*, [(1955) 1 MLJ 406], it has been held that even if the Railway is not a common carrier within the meaning of Carrier’s Act, yet for the purpose of Articles 10 and 11 the Railways owned by the State or by private persons are carriers governed by the Articles 10 and 11 of the Limitation Act. Landing agents and seagoing merchant ships are carriers. Under Art. 10, time begins to run when the loss or injury occurs, and not from the date of plaintiffs knowledge. In *Ram Chandra v. Dominion of India*, (AIR 1950 Cal.

394), it has been held that under Art. 10 the relevant date is the date when the loss or injury was caused and so the absence of any evidence as to when the loss or injury occurred, the date on which the same was discovered should be the date on which the limitation would start. Article 11

contemplates a suit against a carrier for compensation of non-delivery or delay in delivering the goods. The period of limitation starts from the date when the goods ought to be delivered. Under Art. 11, limitation starts on the expiry of the time fixed between the parties and in the absence of any such agreement, the limitation starts on the expiry of reasonable time which is to be decided according to the circumstances of each case.

In *Birla Cement Works v. G. M. Western Railways*, (AIR 1995 SC 1459), the Supreme Court has held that as the Railway Claims Tribunal is not a Civil Court within the meaning of the Limitation Act, 1963 no provision of Limitation Act, 1963 applies to proceedings before that Tribunal.

In *Central Coalfields v. Union of India*, (AIR 1993 Pat. 150), it has been held that as the proceedings before the Railway Claims Tribunal are not suits Art. 10 of the Limitation Act, 1963 do not apply but Art. 137 of the Act is attracted. Articles 10 and 11 are not mutually exclusive while it is a case of loss of units of goods Art.

11 is attracted; on the contrary when the loss relates to the contracts of the unit Art. 10 is attracted.