

ANNEX-VI{PRIVATE }

RULES OF CARRIAGE BY ROAD TRANSPORT

SECTION-I

Organization of the International Carriage of Goods

Article 1

International Carriage of Goods

The international carriage of goods by road transport among the Contracting Parties of the Transit Transport Framework Agreement shall be implemented according to the Convention on the Contract for the International Carriage of Goods by Road (CMR) of May 19, 1956, and the Protocol to this Convention (Geneva, 5 July, 1978).

The States which are not the signatories to the said convention, are not in a position to give proper facilities to the carriers of Contracting Parties of Transit Transport Framework Agreement (TTFA).

SECTION-II

Organization of the International Carriage of Passengers

Article 2

Passenger Ticket

1. The passenger ticket is a contract of carriage according to the International law.
2. Where passengers are carried, the carrier shall issue an individual or a collective ticket.
3. The ticket shall show the name of the carrier and shall indicate that, notwithstanding any clause to the contrary, the contract is subject to the provisions of these Rules. The ticket should also show the name

of passenger and his identity.

4. The absence, irregularity or loss of the ticket shall not affect the existence or the validity of the contract of carriage, which shall remain intact subject to the provisions of these Rules. In case of the absence, irregularity or loss of the ticket the passenger shall show and prove his identity to the contracting/ticket issuing party for remaining in contract of carriage.

Article 3

Luggage Registration

Where a passenger wishes to register his luggage and the carrier accepts, the carrier may issue, and, at the request of the passenger shall issue, possibly in combination with the ticket, a luggage registration voucher or any other similar document indicating the number and nature of the pieces of luggage handed over to him and its declared value.

Article 4

Liability for Bodily Injury of Passengers

1. The carrier shall be liable for loss or damage resulting from the death of, or bodily injury or total dismemberment and/or permanent total disability or mental harm caused to a passenger, if the accident which causes the loss or damage so suffered is connected with the carriage and occurs while the passenger is on or is embarking on or disembarking from the means of transport or in connection with the loading or removal of luggage, and is attributable to the fault or neglect of the carrier or of persons for whom he is responsible such as, agents and servants and any other persons of whose service he makes use of for the performance of his obligations under the contract of carriage, when such agents, servants and other persons are acting within the scope of their employment, as if such acts or omissions are his own. Such fault or neglect shall be presumed, in the absence of proof to the contrary, if the death of or bodily injury or total dismemberment and/or permanent total disability or mental harm caused to the passenger arises from or in connection with collision, explosion or fire.

2. The carrier shall be liable for the loss or damage referred to in paragraph 1 where such loss or damage,

- (a) has been caused by defects in the means of transport or malfunctioning of its equipment; or
 - (b) is attributable to a fault or neglect on the part of the person from whom the carrier has hired the means of transport or on the part of the persons for whom that person, if he himself had been the carrier, would have been responsible under Paragraph 1.
3. To implement the provisions of paras 1 and 2 above, the carrier shall undertake to provide insurance cover for the passengers.

Article 5

Liability for Loss or Damages to Luggage

1. The passenger should declare the value of its goods at the time of handing over his luggage to carrier. On account of this declaration, the carrier shall be liable in the event of the total or partial loss of, or of damage to luggage if the loss or damage has taken place during carriage and is attributable to the fault or neglect of the carrier or of persons for whom he is responsible. Such fault or neglect shall be presumed, in the absence of proof to the contrary:
- (a) if the loss of or damage to the luggage has arisen from or in connection with collision, explosion or fire; or
 - (b) where such luggage has been handed over to the carrier, from the time when he takes charge of it until the time either of its removal by the person entitled to it or of its deposit in accordance with the terms of the Contract;
2. Paragraph 1(b) of this article shall not apply to motor vehicles carried on the means of transport or to luggage on such vehicles;
3. The carrier shall be liable for the loss or damage to luggage referred to in paragraph I where such loss or damage,
- (a) has been caused by defects in the means of transport or malfunctioning of its equipment;
- or

- (b) is attributable to a fault or neglect on the part of the person from whom the carrier has hired the means of transport or on the part of the persons for whom that person, if he himself had been the carrier, would have been responsible under Paragraph 1.

Article 6

Amount of Compensation for Bodily Injury of Passengers

The total amount of compensation which the carrier may be required to pay for bodily injury or death of passengers shall be defined by the national legislation of the Contracting Parties, if the provisions of the contract carriage between the parties do not stipulate otherwise.

Article 7

Amount of Compensation for Loss or Damage of Luggage

Where under these rules, the carrier is liable for compensation in respect of total or partial loss of, or damage to, luggage, such compensation may be claimed in an amount equal to the amount of the loss or damage but not in excess of the earlier declared value of luggage by each passenger. If no value of luggage was declared earlier, the amount of compensation shall be calculated in accordance with national legislation of the country, where the responsibility of the carrier is started, subject to a minimum of US\$ 5 for each kilogram of the luggage lost or damaged.

Article 8

Compensation of the legal and other costs

The amounts referred to in Articles 6 & 7 of these rules shall be exclusive of legal and other costs which are incurred by the parties in asserting their rights, and which the carrier may be required to pay or reimburse, and of interest calculated in conformity with the law deemed applicable by the court or tribunal seized of the case.