

**BEFORE THE RAILWAY CLAIMS TRIBUNAL, MUMBAI BENCH,
MUMBAI**

COARM: Shri. Hari. D. Gujrati, Member (Technical)

Shri. Alok Upasani, Member (Judicial)

Claim Application No: OA I / MCC / 1 / 2020

1. Mr. Vishal Ashok Kumar Bhandari,

Aged 35 years.

Residing at:

Pimple Gaon Baswant,

Taluka – Niphad, Distt. Nashik.

... APPLICANTS

Versus

Union of India, through

1. The General Manager

Central Railway, Mumbai

And;

2. Chief Commercial Supervisor

Niphad, Taluka - Niphad.

Distt. Nashik

... RESPONDENT

Appearances:

Mr. A. A. Shaikh

: Advocate for Claimant

Ms. D. Fernandes

: Advocate for Respondent:

Date of Institution: 27.02.2020

Date of Judgement: 05.04.2024

JUDGEMENT

1. The Claim has been filed by the Applicant under section 16 of the Railway Claims Tribunal Act, 1987 in respect of Claims for compensation of goods for damage of Onions.
2. **The factual matrix of the matter is as below:**

It is alleged that on 22.02.2018 Applicant booked Railway wagons for transportation of Onions from Niphad to Vyas Nagar, Varanasi (U.P). While rest of the wagons reached the destination station on 05.03.2018, one wagon bearing No. SR 47119 BCNA containing 41.5 tonne onions (900 bags) did not reach the destination station, Vyas Nagar, Varanasi (U.P) within reasonable time.

The Applicant submitted complaint in writing on 05.03.2018, 07.03.2018 and 13.03.2018 regarding the delay in delivery. It is contended that after receiving the information through Railways, that the said wagon has reached Malda Town station, Applicant vide his letter dated 07.03.2018 agreed to take the delivery of the onions in the wagon at Malda Town station, but no response was received from Railways.

Later the said wagon reached the destination station i.e Vyas Nagar on 30.03.2018. Due to this delay in delivery, the onion in the said wagon got rotten. On 01.04.2018 Applicant applied to Railway Authorities for open assessment delivery of the same.

It is alleged that from the said wagon only 8,100 K.G (180 bags) were handed over to the Applicant on 16.04.2018. The Applicant received Rs. 42859/- after the sale of the said onion as per the rate prevailing on 17.04.2018. To support this, the Applicant has produced copy of bill of Commission Agent, Shri Satya Narayan Singh Ramdeo Munim, Varanasi.

The Applicant therefore claimed compensation toward loss of onion as per details as under:

Particulars	Amount
Cost of the Onion	Rs. 6,21,447
Packing Charges (Rs 40 per bag i.e 40*900 bags)	Rs. 36,000
Labour Charges for grading (Rs 30 per bag i.e 40 x 900 bags)	Rs. 27,000/-
Hamali/Transport charges (Rs 6,000 per truck containing 225 bags, total 4 trucks)	Rs 24,000/-
Loading/Unloading charges (Rs. 15,000 x 4 trucks)	Rs 60,000/-
Railway Fare	Rs 68,820/-
Total Cost	Rs 8,37,267/-

Calculation of losses faced by Applicants:

Particulars	Amount
Total Weight of Onions	41.5 Ton
Total Cost including all expenses	Rs 8,37,267/-
Amount received after the sale on onions	Rs 42,859
Expected Profit	Rs 2,26,190/-
Total compensation claimed	Rs 10,63,457/-

The Applicant therefore prayed for a compensation of Rs 10,63,457/- along with interest @12% p.a. from the date 06.03.2018 till realization of full and final payment. As per the Applicant, Railways is responsible for the loss.

The Applicant further submitted that inadvertently, initially he had filed consumer complaint before Distt. Consumer forum Nashik on 14.08.2018, but the same was dismissed on 16.10.2019 on the ground of jurisdiction

It is alleged that the goods in question were booked at Niphad, Distt Nashik which comes under the jurisdiction of RCT/Mumbai. Therefore, this court has jurisdiction to entertain and dispose of this claim application.

3. On receipt of Notice, the Respondent Railway appeared through their counsel and filed their reply.

The Respondent alleged that the Applicant has wrongly impleaded the Chief Commercial Supervisor, Niphad in this case as no relief is claimed against him. In this case Vyas Nagar lies within the jurisdiction of Northern Railway; hence, the correct party is Northern Railway and not Central Railway. The claim application of the Applicant suffers from misjoinder, the non-joinder of necessary party, hence, it deserves to be dismissed.

It is contended that the notice served by Shri Vaibhav Deshmukh, Advocate is invalid as it was without enclosure of power of Attorney of the consignor/consignee. The consignment was booked by the Applicant for himself, so the notice served is not valid as per the Railway Board Circular No. 2007/TC-III/42/1/Misc dated 22/27-11-2007 circulated to all Zonal Railways. As per the Board's letter No. RC-III/3530/59/Pt-II dated 25-08-1959 the claim preferred by the Claims Agents should be supported by valid Power of Attorney on stamped paper of appropriate value. Power of Attorney (POA) should be submitted concurrently with the claims notice under Section 106 and claims application under Section 107.

The Respondent further submits that 42 BCN Wagons consisted of 2 point Rake combination i.e first part from Niphad of 30 BCN Wagons and 2nd part from Lasalgaon of 12 BCN Wagons. As per the Applicants out of 30 Wagons that were booked on 22.02.2018 under RR No. 2120102282 from Niphad to Vyas Nagar, one Wagon bearing No. SR 047119 BCNA did not reach the destination station. Therefore a rake of 41 Wagons was placed for unloading on 05.03.2018 except one Wagon SR 047119, which finally reached Vyas Nagar Goods Shed only on 30.03.2018. Hence, the Applicants are wrongly claiming for damages of Rs 10,63,457/- @12% p.a from the date 06.02.2018.

It is the contention of the Respondent that as per RR No. 212010228 dated 22.02.2018 the Rake was booked on "Owners Risk". Therefore, as per Section 63 and 97 of the Railways Act, 1989, Railway Administration is not responsible for the damage, deterioration or non-delivery in transit of the

consignment of Onions. Railway is further not liable under Section 97 of the Railway Act, 1989 for goods loaded in defective condition or defectively packed.

It is further submitted that the loading was done by Applicant by his staff, hamals, agent itself directly from truck/cart to wagons as Railway Authorities did not supervise the packing in bags. Hence, Railway is not responsible for the contents, conditions, quality and value of the consignment loaded.

The calculation and claim raised by the Applicant is exaggerated and misleading. The total quantity of onions as alleged by the Applicant is 41.5 Tonnes is incorrect. The total onions in SR 047119 BCNA weigh 40.5 Tonnes. The charges such as packing, labour, hamals/transport, loading/unloading, railway fare are also exaggerated and misleading. The Applicant has suppressed facts and figures and not produced the receipts in all categories in which he has made his claim for the amount spent. The Purchase Bill of Siddharth Enterprises, Pimpalgaon is for only for 796.55 Quintal, whereas the Applicant has loaded 42 Wagons weighing 40.5 tonnes each. Therefore, after conversion in to Quintals it is 405 Quintals in one wagon.

In the purchase Bill filed by the Applicant in the Original Application, the particular Wagon No. SR 047119 BCNA is nowhere mentioned. The Respondent submits that the Applicant has claimed compensation for grading and packing of onions, which proves that the sub-standard onions were sorted out and put in the Wagon No: SR 047119 BCNA.

The Respondent further submits that as per the purchase bill the highest rate is Rs. 1600/- for one quintal and the lowest rate for one quintal is Rs. 700/-. So for 1 kg the highest cost of onion is Rs. 16/- and the lowest cost of onion for 1 kg is Rs. 7/-. The purchase bill submitted by the Applicant clearly shows that the Applicant has purchased different qualities, grades of onions. Thus, by the deterioration of the onions within 36 days of loading, proves that the wagon No: SR 047119 BCNA was filled with low quality/graded onions costing only Rs. 7/- per kilogram.

It is observed that the transit took only 36 days but the damage in the onion clearly shows that the onions were not of good quality and very sub-standard other-wise they would have not got spoiled.

The report annexed by the Respondent shows that only 16123.50 kg onions were found damaged of different degrees of 20%, 25%, 35%, 50% and 100%. The 100% good onions were returned to the Applicant. The 100% bad onions were disposed. As per the Report and documents, total only 16123.50 kg onions had deteriorated. From which some were also purchased by the Applicant himself in the auction.

The notice u/s 106 of the Railways Act, 1989 had to be served to the General Manager, Northern Railway, Lucknow Division; therefore the Applicant has not served valid notice in this subject case.

It is argued that in view of the above the Hon'ble Tribunal be pleased to dismiss the Original Application.

4. During the pendency of this, the Applicant filed interlocutory Application to file vouchers of expenses like charges of packing, loading, unloading and transportation charges, grading and packing charges.

That the vouchers submitted by the Applicant have no serial number and is not from a numbered book and no additional details like number of persons utilized for sorting, grading, packing, the number of trucks along with truck number utilized for transportation, names of the porters, and individual payments of the porters etc, this Tribunal dismissed the interlocutory application on 09.11.2023.

5. After hearing from both the sides, documents produced by the parties on record, with the consent of the parties, the following Issues were framed on 17-11-2023 as under:-

ISSUES

- 1) Whether the Chief Commercial Supervisor, Niphad is the necessary party to the dispute?
- 2) Whether the Union of India, General Manager, Northern Railway is the necessary party to the dispute and the Union of

India, General Manager, Central Railway is to be deleted from the array of parties?

3) Whether the Applicant had served valid and legal notice under Section 106 (1) of the Railways Act, 1989 to the Central Railway Administration?

4) Whether the Applicant proves that the damages/deterioration of the Onions is due to action or omission of the Respondent Railway?

5) Whether the Railway Administration is responsible for the consignment of the Onions under the various provisions of Sections 93, 95, 97, 98, 99, 102, 63 of the Railways Act, 1989?

6) Whether the Applicant proves the value, quantity, quality of the Onions as mentioned in the Claim Application?

7) Whether the Applicant proves the monetary loss for the packing charges, labour charges, Hamals/Transport, loading /unloading as mentioned in the Claim Application by producing the necessary receipts and to be elaborated?

8) Whether the Applicant is entitled to compensation, quantum quantified?

9) Whether the calculations of claim is valid and payable?

10) Whether Railway is liable to pay compensation? If yes, to what extent?

6. In order to establish their claim, Shri Uttam BhimajiPalve, aged about 50 years, Constituent Attorney of Mr. Vihsla Ashok Kumar Bhadari, the Applicant, stepped into the witness-box as AW/1 and filed his Affidavit dated 02.12.2022 marked as Exhibit AW/1 in lieu of his examination-in-chief on record and submitted that:

1. He has been authorized by Mr. Vishal Ashok Kumar Bhandari (Applicant) to depose before this Hon'ble court through power of attorney.

2. That on 22.02.2018 the Applicant booked wagons for delivery of onion from Niphad to Vyas Nagar, Varanasi (U.P.), except one wagon bearing

no. SR047119 BCNA in which 41.5 ton onion (900 bags) were loaded, all other wagons reached at Vyas Nagar on 05.03.18.

3. The Applicant contacted the Railway authorities several times and had given letter / complaint in writing on 05.03.18, 07.03.18 and 13.0.18 regarding the delay and delivery. After coming to know that said wagon was at Malda town station, vide letter dated 07.03.18, Applicant requested Respondent to give the delivery at Malda Town station in order to avoid the losses but no response was given by the Railways.

4. Finally the said wagon reached at destination Vyas nagar on 30.3.18 and due to extra ordinary delay the onion which was loaded in the wagon was rotten. On 01.04.18, Applicant had given letter to Railway authorities for assessment delivery of the wagon.

5. That after official process 8,100/- KG (180 bags) were handed over to the Applicant on 16.04.18 and as per the prescribed rate on 17.04.18 Applicant received Rs. 42859/- from the sale of said onion, in support of the rate as on 17.04.18, he produced a copy of the bill of commission agent Satya Narayan singh Ramdeo Munim of Varanasi.

6. The onion was purchased by the Applicant from Sidharth Enterprises, Applicant Mr. Vishal Ashok Kumar Bhandari is a partner in the firm M/S Sohanlal Mohanlal Bhandari and onion was purchased in the name of said firm. Original purchase bill of the onion issued by Sidharth enterprises in support of the purchase is filed.

7. He has produced a copy of RR, letter of Applicant dated 05.03.18 regarding non delivery of consignment, copy of the letter of Applicant dated 07.03.18 regarding taking of delivery at Malda Town station , copy of the letter of Applicant dated 13.03.18 regarding delay in delivery, letter of Applicant dated 01.04.18 regarding assessment of delivery, copy of the letter issued by the railway regarding classification of onion, copy of the letter / report of assessment delivery prepared by railway, copy of the notice along with English translation of the notice, postal receipt and AD of demand notice send to railway, bill dated 16/4/18 issued by Satya Narayan Singh Munim, Bill dated 17/4/18 issued by the Om Prakash Purchase bill of onion issued by Sidharth Enterprises, letter of Applicant

with translation copy of due certificate dated 17.03.18 issued by railway, copy of the tweet and news paper cuttings.

8. That Applicant claims Rs.10,06,457/- along with interest @12% per annum from 05.03.18 till realization of full and final payment and cost of this application also may be awarded.

7. During the cross – examination the Applicant wherein (AW-1) submitted that:

“It is not true to say that the receipt dated 22.02.2018 of Siddhart Enterprises has been prepared subsequently to claim compensation for damages. It is not true to say that the receipt annexed with the OA does not pertain to the wagon. He volunteered to add that the receipt is for total purchase by the firm for booking the consignment for different destinations including the wagon in question. It is true to say that the notice given by the advocate did not have any power of attorney. Witness volunteered to say that the advocate had the vakalatnama for consumer court Nashik. It is not true to say that the notice 11.06.2018 is not valid under Section 106 of the Railway Act. It is not true to say that the calculations are exaggerated and false. It is not true to say that the calculation in para 10 of the affidavit and para 7 (i) of the OA are false. It is not true to say that the claim amount is also exaggerated and false. It is true that I have not submitted supporting document for sundry charges of the claim. I shall produce the documents of break-up of the cost on the next day of hearing. It is true to say that the lowest rate of onion was Rs.7/- per kg. It is not true to say that we have not protested against the letter No.16.04.2018. Witness volunteered to say that we protested after two three days of receipt of the letter. I shall file the same on the next date of hearing. It is not true to say that I have no documents regarding the protest. It is not true to say that the claim amount is also exaggerated, gross in nature and false. It is not true to say that we booked the damaged onion and loaded on SR-47119.1 am not aware whether we have filed claim to Railway Administration but it is true that we were advised to go to Railway Claims Tribunal for compensation for the onions.”

8. The Respondent did not lead any oral evidence in the matter.

9. We have heard learned counsel for the parties and perused the record on the basis of evidence produced on record, we proceed to scrutinize the evidence and deal with the controversy issue wise as under:-

Issue No. 1 & 2:

Both the issues being inter-connected are being taken up together for the sake of brevity and better appreciation. The question to be considered is whether right of the Applicant shall be affected or this application would fail, if Applicant has not added G.M. Northern Railway as a party and on the ground of misjoinder of Chief Commercial Supervisor, Niphad. The Rule 9 of Railway Claims Tribunal (Procedure) Rules reads as under:

“Place of filing application for compensation for loss, damage, destruction, deterioration or non-delivery of goods or animals.

An application for compensation referred to in sub-clause (i) of clause (a) of sub-section (1) of section 13 of the Act may be filed before the Bench having territorial jurisdiction over the place where: -

- (a) the goods or animals were delivered for carriage; or*
- (b) where the destination station lies; or*
- (c) the loss, destruction, damage or deterioration of goods or animals occurred.*

It is not in dispute that the Applicant entrusted the goods for carriage to Chief Commercial Supervisor, Niphad, Nashik who is within the jurisdiction of General Manager, Central Railway and a bare perusal of array of respondents the General Manager, Central Railway is made as party respondent as necessary party. Therefore instant application cannot be failed merely on the ground that the General Manager, Northern Railway where the destination station lies is not made a party or Chief Commercial Supervisor, Niphad has been made party being mis-joinder of party.

It is trite law that no suit shall be defeated by reason of the mis-joinder or non-joinder of parties, and the Court may in every suit deal with the matter in controversy so far as regards the rights and interests of the parties actually before it. We therefore conclude that even if the Chief Commercial Supervisor, Niphad is not a necessary party but it is party with whom general customer has been dealing. Similarly, either the General Manager, Central Railway or General Manager, Northern Railway is necessary party to the suit for proper adjudication

of the dispute between the parties. The view taken hereinabove is also concur with the letter dated 26/08/2021 issued RCT, Principal Bench a Delhi. Thus, the issues No. 1 and 2 are answered accordingly.

Issue No. 3:

It is an admitted position that the Wagon SR 047119 BCNA was detached at Khandwa station on 24.02.2018 and reached its final destination i.e. Vyas Nagar only on 30.03.2018 via Malda town. The case of the Applicant that the Notice under 106 (3) was served upon the respondent on 19.06.2018 through his Advocate which was within their limitation period. The only contention of the respondent is that the notice was without enclosure of the Power of Attorney as mandated by the Railway Board's Circular No. 2007/TC-III/42/1/Misc dated 22/27-11-2007 as well as Railway Board's letter No. RC-III/3530/59/Pt-II dated 25-08-1959 and as such notice served upon the respondent is not valid. We find that Section 106 of Railways Act does not require any such power of attorney to be served along with the notice. The Circular or Instructions cannot over ride the Statutory Rules framed under Article 309 of Constitution of India. Moreover, the purport of aforesaid Railway Board Circular dated 22/27-11-2007 which requires submission of Power of Attorney concurrently with the claims notice under Section 106 and claims application under 107 is to judge whether the person submitting claim notice/claim application is authorized to file claim on behalf of rightful claimants. We find that there is no challenge from the respondent side that the claimant in the instant case is not a rightful claimant or unauthorized claimant. Thus, we conclude that Applicant herein is rightful or authorized claimant who served a valid notice through his Advocate under Section 106(1) of Railways Act.

The issues No. 3 is answered in favour of Applicant.

Issue No. 4 to 9:

In order to answer these issues, let us consider the admitted facts brought on record by the parties. It is not in dispute that 2-point Rake combination was moved, out of which first part was from Niphad consisting of 30 BCN Wagons and second part was from Lasalgaon consisting of 12 BCN Wagons, thus a rake of 42 BCN wagons containing onion commodity was formed and moved. The rake was booked on 22.02.2018 from Niphad to Vyas Nagar Good-shed on

‘owners risk’. The respondent in their written statement admitted that total quantity of onion in SR047119 BCNA was 40.5 tonnes. The Railway Receipt also shows weight as 40.5 tonnes. It is also an admitted position that, except wagon No. SR 047119 BCNA, all other wagons reached destination (Vyas Nagar) on 05.03.2018. It is also an admitted position that the wagon SR 047119 BCNA was detached at Khandwa station on 24.02.2018 and reached its destination i.e. Vyas Nagar via Malda Town station only on 30.03.2018. It took 36 days to arrive at the destination station. It is on record that in order to ascertain the quantum of the damage a Joint Committee was formed by the respondent and Joint Survey and Assessment of damage was conducted on 16.04.2018 in presence of the Applicant. The Joint Survey report and Assessment concluded as under:

क्र. सं.	बोरोकीस्थिति	बोरोकी सं.	वजन (कि. ग्रा.)	सड़ेगलेप्याजका वजन (कि.ग्रा.)	सहीपाएगयेप्याज कावजन (कि.ग्रा.)	कुलवजन (कि.ग्रा.)
1	100% सड़ेगलेपाएगए प्याज	180	8100	8100	X	8100
2	50% सड़ेगलेपाएगए प्याज	150	6750	3375	3375	6750
3	35% सड़ेगलेपाएगए प्याज	127	5715	2000.25	3714.75	5715
4	25% सड़ेगलेपाएगए प्याज	125	5625	1406.25	4218.75	5625
5	20% सड़ेगलेपाएगए प्याज	138	6210	1242	4968	6210
6	100% सहीपाएगएप्याज	180	8100	X	8100	8100

7	कुलयोग (वोरोसहित)	900	40500	16123.50	24376.50	40500
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It can be seen that out of 40.5 Tonne onions, only 8.1 tonnes were in 100% good condition and rest of the onions were deteriorated or damage to the extent of percentage shown as above. The 100% good condition onions were handed over to the Applicant. The rest of the quantity of onions was auctioned and the Applicant was one of the auction-purchaser. Totally damaged onions were destroyed. Therefore, the quantum of loss sustained by the Applicant is 32.4 tonnes of onions.

The contention of the respondents that the rake was book from Niphad to Vyas Nagar, Goods-Shed was on 'Owner's risk' and therefore respondents Railway is not responsible for damage, destruction or non-delivery in transit of the consignment under section 63 and 97 of Railway act 1989. Under Section 110 of the Railways Act, 1987 the burden of proof to establish the monetary loss actually sustained lies on the person claiming compensation. Section 97 thereof also provides immunity to the Railway Authorities for any loss, destruction, damage, and deterioration etc. of any consignment carried at the owner's risk rate. An exception is carved out in case of any proof that such loss, destruction, damages etc. had occurred due to negligence or misconduct on the part of the railway administration.

In this case clearly the deterioration of onions and therefore damage to the consignment is the result of delay in transit. This is certainly a case of non-delivery.

We find that the respondents have miserably failed to give any justification as to how the wagon number SR047119 BCNA detached from the rake at Khandwa MP and went to Malda Town station. It is the Railway administration, who was negligent in handling the consignment. Therefore, the Railway is squarely liable to make the good the loss.

In the case of [*Chain Sukh Jain v. Union of India*](#) reported in (2003) 3 GLR 267, the Hon'ble Guwahati High Court has held that guess work to make an assessment of the compensation is a must for disposal of the case in absence of complete evidence.

Here in this case, damage of 32.4 Tonnes of onion is established. The next question is what should be correct price of the damaged onions. As per purchase bill of onion filed along with claim application it is seen that the highest rate of onions is Rs.1600/- per quintal and lowest rate is Rs.700/-per quintal. Average rate as per purchase bill submitted by Applicant works out to be Rs. 1150/- per quintal. Since Applicants could not produce any supporting document for the price of onions which was loaded in the said wagon and was not delivered to Applicant. It will be pertinent to add that the respondents along with other documents has also filed a letter dated 03.09.2023 issued by Chief Secretary, Agriculture Produce Market Committee, Pimpalgaon baswant, Taluka Niphad Dist. Nashik, wherein it is mentioned that the average life of onion is 7-8 days and the prevailing rates as on 22.02.2018 was ranging from Rs. 1500/- to Rs. 1781/- per quintal. However the rate produced by Respondent is higher than the average rate as per invoice filed by Applicant , therefore in given circumstance, we find no impediment to take average purchase rate of onions produced by Applicants as a fair rate for the onions damaged.

Next component of the compensation is logistic cost at loading end comprising of packaging, labour, road transport, unloading and loading charges at Railway station. As per claim of the Applicants, average cost for these activities works out to be Rs.3.54/-per Kg, which translates into Rs 159 per 45 kg bag. However the documents submitted by Applicants in support of this rate remained unsubstantiated for being unnumbered voucher without any tax registration/tax details.

We have perused the two receipts filed by the Applicants for selling 198 bags out of 540 bags of onions at destination to M/s Om Prakash & Shri Prakash Mishra and M/s Satya Narayan Singh Ramdeo Munim respectively. Though the cost of Logistic at the unloading terminal may be at variant with the cost of logistic at the loading point but in absence of any acceptable supporting documents from Applicant side, we have no other way to establish the logistic/handling cost at the loading point. Therefore, as a fair estimation, we are inclined to consider same logistic cost as is available at unloading terminal for the loading Terminal.

In this case average logistics cost at unloading terminal viz; handling/transportation charges excluding demurrage/wharfage charges works out to 96 paise which is rounded off to Rs.1 per kg. Therefore, we are inclined to

give the Applicant Rs.32,400/- for 32.4 tonnes cargo towards logistic cost at loading terminal.

Last component of the claim compensation would be pro rata freight for the part consignment which remained underdelivered, being in damaged condition which is Rs.68,820/-

In view of above, the Applicant is entitled to receive following amounts towards compensation from respondent for non delivery of 32.4 tonnes onion

Price of Onion: Rs. 3,72,600

End logistics cost: Rs. 32,400

Prorata freight: Rs. 68,820

Total: Rs. 4,73,820

Issue No. 10:

Hence in view of above discussion and in overall consideration we *partially allowed* the Original Application and hold that the respondents are liable to pay compensation of Rs. 4,73,820/- along with 6% of interest from the date of booking till the date of this order for 32.4 Tonnes for non delivery of 32.4 tonnes of onion.

The respondent is hereby directed to deposit the entire amount of compensation of Rs. 4,73,820/- + interest , within 30 days from the date of receipt of this order, in the office of Additional Registrar, RCT, Mumbai. In case of default, the respondent shall pay the further interest @ 9% p.a. from the date of receipt of this order till the date of deposit of payment.

The Original Application in thus disposed off accordingly.

No order to costs.

(Alok Upasani)
Member (Judicial)

(H. D. Gujrati)
Member (Technical)