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**GOVERNMENT OF PAKISTAN
(REVENUE DIVISION)
FEDERAL BOARD OF REVENUE**

NOTIFICATION

Islamabad, the 4th November, 2022

SRO 2039 (I)/2022.- The following draft of certain further amendments in the Customs Rules, 2001, which the Federal Board of Revenue proposes to make in exercise of the powers conferred by sub-sections (1) of section 219 of the Customs Act, 1969 (IV of 1969), is hereby published for information of all persons likely to be affected thereby and, as required by sub-section (3A) of the said section 219, notice is hereby given that objections or suggestions thereon, if any, for the consideration of the Federal Board of Revenue be sent within fifteen days of publications of the draft in the official Gazette. Objections or suggestions which may be received from any person in respect of the said draft, before the expiry of the aforesaid period, shall be taken into consideration by the Federal Board of Revenue, namely:-

In the aforesaid Rules, after Chapter XLI, the following new chapter shall be added, namely: -

“CHAPTER XLII

Contract for the International Carriage of Goods by Road (CMR) Rules

982. Short title.- These rules may be called the Contract for the International Carriage of Goods by Road (CMR).

983. Scope of the rules: (1) These rules prescribes the procedure for standardizing the conditions for the international carriage of goods by road, particularly with respect to the documents used for such carriage and to the carrier's liability as envisaged under CMR Convention.

(2) These rules shall apply to every contract for the carriage of goods by road in vehicles for reward, when the place of taking over of the goods and the place designated for delivery, as specified in the contract, are situated in two different countries, of which at least one is a contracting country, irrespective of the place of residence and the nationality of the parties.

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(3) These rules shall apply also where carriage coming within its scope is carried out by states or by governmental institutions or organizations.

(4) These rules shall not apply to :-

- (a) carriage performed under the terms of any international postal convention;
- (b) funeral consignments; and
- (c) furniture removal.

984. Definitions.- (1) In this Chapter, unless there is anything repugnant in the subject or context,-

- (a) **"authority"** in relation to these rules, means the Federal Board of Revenue;
- (b) **"Convention"** means the Convention on the Contract for the International Carriage of Goods by Road (CMR), Geneva 1956, amended by Protocol to the CMR Geneva, 1978, generally referred to as CMR Convention;
- (c) **"CMR consignment note"** means an agreement which regulates contractual relations between consignor, consignee and the carrier. It is not directly linked to TIR and is a consignment note which may be requested by national authorities. It is signed and stamped by the sender and the carrier and contains fields defined in Rule 986. It will be considered as a Customs documents in terms of section 2(kka) of the Customs Act 1969.
- (d) **"container"** means an article of transport equipment; (i) fully enclosed to constitute a compartment intended for containing goods, (ii) of a permanent character and accordingly strong enough to be suitable for repeated use, (iii) specially designed to facilitate the transport of goods by one or more modes of transport without intermediate reloading, (iv) designed for ready handling, particularly when being transferred from one mode of transport to another, (v) designed to be easy to fill and to empty, and (vi) demountable bodies are to be treated as containers;
- (e) **"combination of vehicles"** means coupled vehicles, which travel on the road as a unit;

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- (f) **"contracting party"** means consignee or consignor or the carrier;
 - (g) **"import or export duties and taxes"** means Customs duties and all other duties and taxes, leviable at the time of import or export under the Customs Act, 1969 and any other law in force including default surcharge;
 - (h) **"irregularity"** means breach, violation, non-observance or misuse of any provision of these rules;
 - (i) **"national authorization committee"** means the committee headed by the Director Transit Trade, Karachi and comprising of representatives of the Ministry of Communications, Ministry of Commerce, Ministry of Interior and the Association, as notified by the Board;
 - (j) **"person"** means both natural and legal persons and includes a company and association, a body of individuals whether incorporated or not; and
 - (k) **"road vehicle"** means any rigid road vehicle, articulated vehicle, unaccompanied trailer or semitrailer including any power-driven road vehicle and any trailer or semi-trailer designed to be coupled thereto.

985. Contract for carriage of goods: (1) The contract of carriage shall be confirmed by the making out of a CMR consignment note. It shall be evidence of making of the contract of carriage under these rules and of the receipt of the goods by the carrier. It shall be made out in the following four **original copies signed and stamped by the sender and by the carrier:**

- (a) FIRST ORIGINAL (red) shall be handed over to the sender;
- (b) SECOND ORIGINAL (green) to be retained by carrier;
- (c) THIRD ORIGINAL (blue) to be delivered to consignee; and
- (d) FOURTH ORIGINAL (black) for administrative procedures.

(2) When the goods which are to be carried have to be loaded in different vehicles, or are of different kinds or are divided into different lots, the sender or the carrier shall have the right to require a separate consignment note to be made out for each vehicle used, or for each kind or lot of goods.

986. Information on the CMR consignment note: (1) The

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consignment note shall contain the following mandatory information:

- (a) the date of the consignment note and the place at which it is made out;
- (b) the name and address of the sender;
- (c) the name and address of the carrier;
- (d) the place and the date of taking over of the goods and the place designated for delivery;
- (e) the name and address of the consignee;
- (f) description of goods;
- (g) PCT code;
- (h) container number;
- (i) seal number;
- (j) kind of packages, the number of packages and their special marks and numbers;
- (k) gross weight in Kgs;
- (l) charges relating to the carriage (carriage charges, supplementary charges, customs duties and other charges incurred from the making of the contract to the time of delivery);
- (m) the requisite instructions for Customs and other formalities; and
- (n) a statement that the carriage is subject to the provisions of these Rules.

(2) Where applicable, the consignment note shall also contain the following particulars:

- (a) a statement that trans-shipment is not allowed;
- (b) the charges which the sender undertakes to pay;
- (c) the amount of "cash on delivery" charges, if any
- (d) a declaration of the value of the goods and the amount representing special interest in delivery;
- (e) the sender's instructions to the carrier regarding insurance of the goods;
- (f) the agreed time limit within which the carriage is to be carried out;
- (g) a list of the documents handed to the carrier.

(3) The parties may enter in the consignment note any other particulars which they may deem useful.

987. Issuance of CMR consignment note.- The CMR consignment note shall be issued by the carrier approved by National Authorization Committee. It shall have information prescribed in rule 986. It shall bear signatures and stamp of the carrier and the sender/consignor of the goods.

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988. Responsibility of sender.- (1) The sender shall be responsible for all expenses, loss and damage sustained by the carrier by reason of the inaccuracy or inadequacy of:

- (a) the information specified in rule 986; and
- (b) any other particulars or instructions given by him to enable the consignment note to be made out or for the purpose of their being entered therein.

(2) If, at the request of the sender, the carrier enters in the consignment note the particulars referred to in rule 988(1), he shall be deemed, unless the contrary is proved, to have done so on behalf of the sender.

989. Taking over of the goods by the carrier.- (1) On taking over the goods, the carrier shall check the accuracy of the statements in the consignment note as to the number of packages and their marks and numbers, and the apparent condition of the goods and their packaging.

(2) Where the carrier has no reasonable means of checking the accuracy of statements referred to in rule 989(1), he shall enter his reservations in the consignment note together with the grounds on which they are based. He shall likewise specify the grounds for any reservations which he makes with regard to the apparent condition of the goods and their packaging, such reservations shall not bind the sender unless he has expressly agreed to be bound by them in the consignment note.

(3) The sender shall be entitled to require the carrier to check the gross weight the goods or their quantity otherwise expressed. He may also require the contents of the packages to be checked. The carrier shall be entitled to claim the cost of such checking. The result of the checks shall be entered in the consignment note.

(4) If the consignment note contains no specific reservations by the carrier, it shall be presumed, unless the contrary is proved, that the goods and their packaging appeared to be in good condition when the carrier took them over and that the number of packages, their marks and numbers corresponded with the statements in the consignment note.

(5) The sender shall be liable to the carrier for damage to persons, equipment or other goods, and for any expenses due to defective packing of the goods, unless the defect was apparent or known to the carrier at the time when he took over the goods and he made no reservations concerning it.

990. Responsibility for true declarations.- (1) For the purposes of the Customs or other formalities which have to be completed before delivery of the

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goods, the sender shall attach the necessary documents to the consignment note or place them at the disposal of the carrier and shall furnish him with all the information which he requires.

(2) The carrier shall not be under any duty to enquire into either the accuracy or the adequacy of such documents and information. The sender shall be liable to the carrier for any damage caused by the absence, inadequacy or irregularity of such documents and information, except in the case of some wrongful act or neglect on the part of the carrier.

(3) The liability of the carrier for the consequences arising from the loss or incorrect use of the documents specified in and accompanying the consignment note or deposited with the carrier shall be that of an agent, provided that the compensation payable by the carrier shall not exceed that payable in the event of loss of the goods.

991. Changes allowed to sender before delivery of consignment note to the consignee: (1) The sender has the right to dispose of the goods, in particular by asking the carrier to stop the goods in transit, to change the place at which delivery is to take place or to deliver the goods to a consignee other than the consignee indicated in the consignment note.

(2) This right shall cease to exist when the second copy of the consignment note is handed to the consignee or when the consignee exercises his right under rule 992; from that time onwards the carrier shall obey the orders of the consignee.

(3) The consignee shall, however, have the right of disposal from the time when the consignment note is drawn up, if the sender makes an entry to that effect in the consignment note.

(4) If in exercising his right of disposal the consignee has ordered the delivery of the goods to another person, that other person shall not be entitled to name other consignees.

(5) The exercise of the right of disposal shall be subject to the following conditions:

(a) that the sender or, in the case referred to in rule 991(3), the consignee who wishes to exercise the right produces the first copy of the consignment note on which the new instructions to the carrier have been entered and indemnifies the carrier against all expenses, loss and damage involved in carrying out such instructions;

(b) that the carrying out of such instructions is possible at the time

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when the instructions reach the person who is to carry them out and does not either interfere with the normal working of the carriers' undertaking or prejudice the senders or consignees of other consignments; and

(c) that the instructions do not result in a division of the consignment.

(6) When, by reason of the provisions of rule 991(5)(b), the carrier cannot carry out the instructions which he receives, he shall immediately notify the person who gave him such instructions.

(7) A carrier who has not carried out the instructions given under the conditions provided for in this rule or who has carried them out without requiring the first copy of the consignment note to be produced, shall be liable to the person entitled to make a claim for any loss or damage caused thereby.

992. Inability to comply with terms of consignment note.- (1) If for any reason it is or becomes impossible to carry out the contract in accordance with the terms laid down in the consignment note before the goods reach the place designated for delivery, the carrier shall ask for instructions from the person entitled to dispose of the goods in accordance with the provisions of Rule 991.

(2) Nevertheless, if circumstances are such as to allow the carriage to be carried out under conditions differing from those laid down in the consignment note and if the carrier has been unable to obtain instructions in reasonable time the person entitled to dispose of the goods in accordance with the provisions of Rule 991, he shall take such steps as seem to him to be in the best interests the person entitled to dispose of the goods.

993. Delivery of CMR consignment note to consignee.- (1) After arrival of the goods at the place designated for delivery, the consignee shall be entitled to require the carrier to deliver to him, against a receipt, the second copy of the consignment note and the goods. If the loss of the goods established or if the goods have not arrived after the expiry of the period provided for in Rule 998, the consignee shall be entitled to enforce in his own name against the carrier any rights arising from the contract of carriage.

(2) The consignee who avails himself of the rights granted to him under rule 993(1) shall pay the charges shown to be due on the consignment note, but in the event of dispute on this matter the carrier shall not be required to deliver the goods unless security has been furnished by the consignee.

994. Inability to deliver goods at designated place.- (1) Where

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circumstances prevent delivery of the goods after their arrival at the place designated for delivery, the carrier shall ask the sender for his instructions. If the consignee refuses the goods, the sender shall be entitled to dispose of them without being obliged to produce the first copy of the consignment note.

(2) Even if he has refused the goods, the consignee may nevertheless require delivery so long as the carrier has not received instructions to the contrary from the sender.

(3) When circumstances preventing delivery of the goods arise after the consignee, in exercise of his rights under rule 991(3), has given an order for the goods to be delivered to another person, rule 994(1)&(2) shall apply as if the consignee were the sender and that other person were the consignee.

995. Recovery of cost by the carrier.- (1) The carrier shall be entitled to recover the cost of his request for instructions and any expenses entailed in carrying out such instructions, unless such expenses were caused by the wrongful act or neglect of the carrier.

(2) In the cases referred to rule 992(1), and rule 994, the carrier may immediately unload the goods for account of the person entitled to dispose of them and thereupon the carriage shall be deemed to be at an end. The carrier shall then hold the goods on behalf of the person so entitled. He may, however, entrust them to a third party, and in that case he shall not be under any liability except for the exercise of reasonable care in the choice of such third party. The charges due under the consignment note and all other expenses shall remain chargeable against the goods.

(3) The carrier may sell the goods, without awaiting instructions from the person entitled to dispose of them, if the goods are perishable or their condition warrants such a course, or when the storage expenses would be out of proportion to the value of the goods. He may also proceed to the sale of the goods in other cases if after the expiry of a reasonable period he has not received from the person entitled to dispose of the goods instructions to the contrary which he may reasonably be required to carry out.

(4) If the goods have been sold pursuant to this rule, the proceeds of sale, after deduction of the expenses chargeable against the goods, shall be placed at the disposal of the person entitled to dispose of the goods. If these charges exceed the proceeds of sale, the carrier shall be entitled to the difference.

(5) The procedure in the case of sale shall be determined by the law or custom of the place where the goods are situated.

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996. Responsibility for damage or loss of goods.- (1) The carrier shall be liable for the total or partial loss of the goods and for damage thereto occurring between the time when he takes over the goods and the time of delivery, as well as for any delay in delivery.

(2) The carrier shall, however, be relieved of liability if the loss, damage or delay was caused by the wrongful act or neglect of the claimant, by the instructions of the claimant given otherwise than as the result of a wrongful act or neglect on the part of the carrier, by inherent vice of the goods or through circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.

(3) The carrier shall not be relieved of liability by reason of the defective condition of the vehicle used by him in order to perform the carriage, or by reason of the wrongful act or neglect of the person from whom he may have hired the vehicle or of the agents or servants of the latter.

(4) Subject to rule 997(2) to 997(5), the carrier shall be relieved of liability when the loss or damage arises from the special risks inherent in one more of the following circumstances:

- (a) use of open unsheeted vehicles, when their use has been expressly agreed and specified in the consignment note;
- (b) the lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;
- (c) handling, loading, stowage or unloading of the goods by the sender, the consignee or person acting on behalf of the sender or the consignee;
- (d) the nature of certain kinds of goods which particularly exposes them to total or partial loss or to damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of moth or vermin;
- (e) insufficiency or inadequacy of marks or numbers on the packages; or
- (f) the carriage of livestock.

(5) Where under this rule the carrier is not under any liability in respect of some of the factors causing the loss, damage or delay, he shall only be liable the extent that those factors for which he is liable under this article have contributed to the loss, damage or delay.

997. Exculpation of carrier regarding damage, loss etc.- (1) The burden of proving that loss, damage or delay was due to one of the acts specified in rule 996(2) shall rest upon the carrier.

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(2) When the carrier establishes that in the circumstances of the case, the loss damage could be attributed to one or more of the special risks referred to in Rule 996(4), it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, attributable either wholly or partly to one of these risks.

(3) This presumption shall not apply in the circumstances set out in rule 996(4)(a), if there has been an abnormal shortage, or a loss of any package.

(4) If the carriage is performed in vehicles specially equipped to protect the goods from the effects of heat, cold, variations in temperature or the humidity of the air, the carrier shall not be entitled to claim the benefit of rule 996(4)(d), unless he proves that all steps incumbent on him in the circumstances with respect to the choice, maintenance and use of such equipment were taken and that he complied with any special instructions issued to him.

(5) The carrier shall not be entitled to claim the benefit of rule 996(4)(f) unless he proves that all steps normally incumbent on him in the circumstances were taken and that he complied with any special instructions issued to him.

998. Delay in delivery of goods.- Delay in delivery shall be said to occur when the goods have not been delivered within the agreed time-limit or when, failing an agreed time-limit, the actual duration of the carriage having regard to the circumstances of the case, and in particular, in the case of partial loads, the time required for making up a complete load in the normal way, exceeds the time it would be reasonable to allow a diligent carrier.

999. Period of delay that will be construed as loss.- (1) The fact that goods have not been delivered within thirty days following the expiry of the agreed time-limit, or, if there is no agreed time-limit, within sixty days from the time when the carrier took over the goods, shall be conclusive evidence of the loss of the goods, and the person entitled to make a claim may thereupon treat them as lost.

(2) The person so entitled may, on receipt of compensation for the missing goods, request in writing that he shall be notified immediately should the goods be recovered in the course of the year following the payment of compensation. He shall be given a written acknowledgement of such request.

(3) Within the thirty days following receipt of such notification, the person entitled as aforesaid may require the goods to be delivered to him against payment of the charges shown to be due on the consignment note and also against refund of the compensation he received less any charges included

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therein but without prejudice to any claims to compensation for delay in delivery under rule 1002 and where applicable, rule 1004.

(4) In the absence of the request mentioned in rule 999(2) or of any instructions given within the period of thirty days specified in rule 999(3), or if the goods are not recovered until more than one year after the payment of compensation, the carrier shall be entitled to deal with them in accordance with the law place where the goods are situated.

1000. Responsibility of carrier for non-collection of cash on delivery.- Should the goods have been delivered to the consignee without collection of the "cash on delivery" charge which should have been collected by the carrier under terms of the contract of carriage, the carrier shall be liable to the sender for compensation not exceeding the amount of such charge without prejudice to his right of action against the consignee.

1001. Responsibility of sender with respect to dangerous goods.- (1) When the sender hands goods of a dangerous nature to the carrier, he shall inform the carrier of the exact nature of the danger and indicate if necessary, precautions to be taken. If this information has not been entered in the consignment note, the burden of proving, by some other means that the carrier knew the exact nature of the danger constituted by the carriage of the said goods shall rest upon the sender or the consignee.

(2) Goods of a dangerous nature which, in the circumstance referred to in rule 1001(1), the carrier did not know were dangerous, may, at any time or place, be unloaded, destroyed or rendered harmless by the carrier without compensation; further, the sender shall be liable for all expenses, loss or damage arising out of their handing over for carriage or of their carriage.

1002. Compensation to be paid by the carrier.- (1) When, under these rules a carrier is liable for compensation in respect of total or partial loss of goods, such compensation shall be calculated with reference to the value of the goods at the place and time at which they were accepted for carriage.

(2) The value of the goods shall be fixed according to the commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to normal value of goods of the same kind and quality.

(3) Compensation shall not, however, exceed 8.33 units of account per kilogram of gross weight short; whereas the unit of account means the special Drawing Right as defined by the International Monetary Fund (IMF).

(4) The amount mentioned in rule 1002(3) shall be converted into the

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national currency of the State of the Court seized of the case on the basis of the value of that currency on the date of the judgment or the date agreed upon by the Parties. The value of the national currency, in terms of the Special Drawing Right, of a State which is a member of the IMF, shall be calculated in accordance with the method of valuation applied by the IMF in effect on the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing Right, of a State which is not a member of the IMF, shall be calculated in a manner determined by the State.

(5) The calculation mentioned in the last sentence of rule 1002(4) shall be made in such a manner as to express in the national currency of the State as far as possible the same real value for the amount in rule 1002(3) as is expressed there in units of account.

(7) In addition, the carriage charges, Customs duties and other charges incurred in respect of the carriage of the goods shall be refunded in full in case of total loss and in proportion to the loss sustained in case of partial loss, but no further damage shall be payable.

(8) In the case of delay if the claimant proves that damage has resulted therefrom the carrier shall pay compensation for such damage not exceeding the carriage charges.

(9) Higher compensation may only be claimed where the value of the goods or a special interest in delivery has been declared in accordance with rule 1003 and rule 1005.

1003. Additional compensations.- The sender may, against payment of a surcharge to be agreed upon, declare in the consignment note a value for the goods exceeding the limit laid down in rule 1002(3) and in that case the amount of the declared value shall be substituted for that limit.

1004. Compensation for damage: (1) In case of damage, the carrier shall be liable for the amount by which the goods have diminished in value, calculated by reference to the value of the goods fixed in accordance with Rule 1002. *The value diminished shall be determined by an officer of customs not below the rank of Inspector or Appraising officer.* This compensation may not, however exceed:

- (a) if the whole consignment has been damaged, the amount payable in the case of total loss; and
- (b) if part only of the consignment has been damaged, the amount payable in the case of loss of the part affected.

1005. Charging of special interest.- (1) The sender may, against

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payment of a surcharge to be agreed upon, fix the amount of a special interest in delivery in the case of loss or damage or of the agreed time-limit being exceeded, by entering such amount in the consignment note.

(2) If a declaration of a special interest in delivery has been made, compensation for the additional loss or damage proved may be claimed, upto the total amount of the interest declared, independently of other compensations provided above.

1006. Extra contractual claim.- (1) In cases where, the loss, damage or delay arising out of carriage under these rules gives rise to an extra-contractual claim, the carrier may avail himself of the provisions of this rule which excludes his liability of which fix or limit the compensation due.

(2) In cases where the extra-contractual liability for loss, damage or delay of one of the persons for whom the carrier is responsible under the terms of rule 985 is in issue, such person may also avail himself of the provisions of this Convention which exclude the liability of the carrier or which fix or limit the compensation due.

1007. non exculpation of carrier.- (1) The carrier shall not be entitled to avail himself of the provisions of these rules which exclude or limit his liability or which shift the burden of proof if the damage was caused by his willful misconduct or by such default on his part as, in accordance with the law of the court or tribunal seized of the case, is considered as equivalent to willful misconduct.

(2) The same provision shall apply if the willful misconduct or default is committed by the agents or servants of the carrier or by any other persons of whose services he makes use for the performance of the carriage, when such agents, servants or other persons are acting within the scope of their employment. Furthermore, in such a case such agents, servants or other persons shall not be entitled to avail themselves, with regard to their personal liability, of the provisions of rule 1007(1).

1008. Responsibilities of consignee with respect to receipt of goods.- (1) If the consignee takes delivery of the goods without duly checking their condition with the carrier or without sending him reservations giving a general indication of the loss or damage, not later than the time of delivery in the case of apparent loss or damage and within seven days of delivery, Sundays and public holidays excepted, in the case of loss or damage which is not apparent, the fact of this taking delivery shall be prima facie, evidence that he has received the goods in the condition described in the consignment note. In the case of loss or damage which is not apparent the reservations referred to shall be made in writing.

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(2) When the condition of the goods has been duly checked by the consignee and the carrier, evidence contradicting the result of this checking shall only be admissible in the case of loss or damage which is not apparent and provided that the consignee has duly sent reservations in writing to the carrier within seven days, Sundays and public holidays excepted, from the date of checking.

(3) No compensation shall be payable for delay in delivery unless a reservation has been sent in writing to the carrier, within twenty-one days from the time that the goods were placed at the disposal of the consignee.

(4) In calculating the time-limits provided for in this rule the date of delivery, or the date of checking, or the date when the goods were placed at the disposal of the consignee, as the case may be, shall not be included.

(5) The carrier and the consignee shall give each other every reasonable facility for making the requisite investigations and checks.

1009. Handling of legal proceedings.- (1) In legal proceedings arising out of carriage under these Rules, the plaintiff may bring an action in any court or tribunal of a contracting country designated by agreement between the parties and, in addition, in the courts or tribunals of a country within whose territory:

- (a) the defendant is ordinarily resident, or has his principal place of business, or the branch or agency through which the contract of carriage was made; or
- (b) the place where the goods were taken over by the carrier or the place designated for delivery is situated.

(2) Where in respect of a claim referred to in rule 1009(1) an action is pending before a court or tribunal competent under that rule, or where in respect of such a claim a judgment has been entered by such a court or tribunal no new action shall be started between the same parties on the same grounds unless the judgment of the court or tribunal before which the first action was brought is not enforceable in the country in which the fresh proceedings are brought.

(3) When a judgment entered by a court or tribunal of a contracting country in any such action as is referred to in rule 1009(1) has become enforceable in that country, it shall also become enforceable in each of the other contracting States, as soon as the formalities required in the country concerned have been complied with. These formalities shall not permit the merits of the case to be re-opened.

(4) The provisions of rule 1009(3) shall apply to judgments after trial,

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judgments by default and settlements confirmed by an order of the court, but shall not apply to interim judgments or to awards of damages, in addition to costs against a plaintiff who wholly or partly fails in his action.

(5) Security for costs shall not be required in proceedings arising out of carriage under this Convention from nationals of contracting countries resident or having their place of business in one of those countries.

1010. Limitation period for litigations.- (1) The period of limitation for an action arising out of carriage under these rules shall be one year. Nevertheless, in the case of willful misconduct, or such default as in accordance with the law of the court or tribunal seized of the case, is considered as equivalent to willful misconduct, the period of limitation shall be three years. The period of limitation shall begin to run:

- (a) in the case of partial loss, damage or delay in delivery, from the date of delivery;
- (b) in the case of total loss, from the thirtieth day after the expiry of the agreed time-limit or where there is no agreed time-limit from the sixtieth day from the date on which the goods were taken over by the carrier; and
- (c) in all other cases, on the expiry of a period of three months after the making of the contract of carriage.

The day on which the period of limitation begins to run shall not be included in the period.

(2) A written claim shall suspend the period of limitation until such date as the carrier rejects the claim by notification in writing and returns the documents attached thereto. If a part of the claim is admitted the period of limitation shall start to run again only in respect of that part of the claim still in dispute. The burden of proof of the receipt of the claim, or of the reply and of the return of the documents, shall rest with the party relying upon these facts. The running of the period of limitation shall not be suspended by further claims having the same object.

(3) Subject to the provisions of rule 1010(2), the extension of the period of limitation shall be governed by the law of the court or tribunal seized of the case. That law shall also govern the fresh accrual of rights of action.

(4) A right of action which has become barred by lapse of time may not be exercised by way of counterclaim or set-off.

1011. Carriage performed by successive carriers.- (1) If a carriage governed by a single contract is performed by successive road carriers, each of

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them shall be responsible for the performance of the whole operation, the second carrier and each succeeding carrier becoming a party to the contract of carriage, under the terms of the consignment note, by reason of his acceptance of the goods and the consignment note.

(2) A carrier accepting the goods from a previous carrier shall give the latter a dated and signed receipt. He shall enter his name and address on the second copy of the consignment note. Where applicable, he shall enter on the second copy of the consignment note and on the receipt reservations of the kind provided for in rule 989(2).

(3) The provisions of rule 989(5) shall apply to the relations between successive carriers.

1012. Claims in case of successive carriers.- Except in the case of a counterclaim or a setoff raised in an action concerning a claim based on the same contract of carriage, legal proceedings in respect of liability for loss, damage or delay may only be brought against the first carrier, the last carrier or the carrier who was performing that portion of the carriage during which the event causing the loss, damage or delay occurred, an action may be brought at the same time against several of these carriers.

1013. Entitlement of claim of one carrier from others in successive carrier operation.- (1) A carrier who has paid compensation under these Rules, shall be entitled to recover such compensation, together with interest thereon and all costs and expenses incurred by reason of the claim, from the other carriers who have taken part in the carriage, subject to the following provisions:

- (a) the carrier responsible for the loss or damage shall be solely liable for the compensation whether paid by himself or by another carrier;
- (b) when the loss or damage has been caused by the action of two or more carriers, each of them shall pay an amount proportionate to his share of liability; should it be impossible to apportion the liability, each carrier shall be liable in proportion to the share of the payment for the carriage which is due to him; and
- (c) if it cannot be ascertained to which carriers liability is attributable for the loss or damage, the amount of the compensation shall be apportioned between all the carriers as laid down in Rule 1013(1)(b).

(2) If one of the carriers is insolvent, the share of the compensation due from him and unpaid by him shall be divided among the other carriers in proportion to the share of the payment for the carriage due to them.

1014: Right of recovery of one carrier from others in successive carrier operation.- (1) No carrier against whom a claim is made under rule 1013 shall be entitled to dispute the validity of the payment made by the carrier making the claim if the amount of the compensation was determined by judicial authority after the first mentioned carrier had been given due notice of the proceedings and afforded an opportunity of entering an appearance.

(2) A carrier wishing to take proceedings to enforce his right of recovery may make his claim before the competent court or tribunal of the country in which one of the carriers concerned is ordinarily resident, or has his principal place of business or the branch or agency through which the contract of carriage was made. All the carriers concerned may be made defendants in the same action.

(3) The provisions of rule 1009(3&4), shall apply to judgments entered in the proceedings referred to in rule 1013.

(4) The provisions of rule 1010 shall apply to claims between carriers. The period of limitation shall, however, begin to run either on the date of the final judicial decision fixing the amount of compensation payable under the provisions of this Convention, or, if there is no such judicial decision, from the actual date of payment.

(5) The carriers shall be free to agree among themselves on provisions other than those laid down in rule 1013.

(6) Subject to the provisions of rule 1014(5), any stipulation which would directly or indirectly derogate from the provisions of these rules shall be null and void. The nullity of such a stipulation shall not involve the nullity of the other provisions of the contract. In particular, a benefit of insurance in favour of the carrier or any other similar clause, or any clause shifting the burden of proof shall be null and void.

1015. Responsibility of carriers in multimode transportation.- (1) Where the goods are carried through part of the journey by sea, rail inland waterways or air, and, except where applicable, the goods are not unloaded from the vehicle, these rules shall apply to the whole of the carriage. Provided that to the extent it is proved that any loss, damage or delay in delivery of the goods which occurs during the carriage by the other means of transport was not caused by act or omission of the carrier by road, but by some event which could only occurred in the course of and by reason of the carriage by that other means of transport, the liability of the carrier by road shall be determined in the manner in which the liability of the carrier by the other means of transport would have been determined if a contract for the carriage the goods alone had been made by the sender with the carrier by the other means of transport in

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accordance with the conditions prescribed by law for the carriage of goods by that means of transport. If, however, there are no such prescribed conditions, the liability of the carrier by road shall be determined by these rules.

(2) If the carrier by road is also himself the carrier by the other means of transport, his liability shall also be determined in accordance with rule, but as if, in his capacities as carrier by road and carrier by the other means of transport, he were two separate persons.

1016. Persons for whom the carrier is responsible.- For the purposes of these Rules the carrier shall be responsible for the acts of omissions of his agents and servants and of any other persons of whose services he makes use for the performance of the carriage, when such agents, servants or other persons are acting within the scope of their employment, as if such acts or omissions were his own.

1017. Settlement of international dispute.- Any dispute between two or more Contracting Parties relating to the interpretation or application of these Rules, which the parties are unable to settle by negotiation or other means may, at the request of any one of the Contracting Parties concerned, be referred for settlement to the International Court of Justice.

1018. Format for CMR consignment note.- CMR consignment note be on the format given in IRU CMR model 2007 which is enclosed as Annex-I; whereas the instructions to fill in this consignment note are enclosed as Annex-II.

1. Expéditeur / Expéditeur
Nom / Nom

LETTRE DE VOITURE INTERNATIONALE



INTERNATIONAL CONVOY NOTE

Page / Country

53230

<p>1. Expéditeur / Expéditeur Nom / Nom Adresse / Adresse Pays / Pays</p>	<p>5. Transporteur / Transporteur Nom / Nom Adresse / Adresse Pays / Pays N° de permis / License No.</p>
<p>2. Destinataire / Destinataire Nom / Nom Adresse / Adresse Pays / Pays</p>	<p>6. Réceptionnaire / Réceptionnaire Nom / Nom Adresse / Adresse Pays / Pays N° de permis / License No.</p>
<p>3. Adresse de livraison / Adresse de livraison Pays / Pays Code postal / Zip Code 4. Type de marchandise / Type of goods 5. Poids net / Poids net 6. Poids brut / Poids brut 7. Volume / Volume 8. Nature de la marchandise / Nature of the goods</p>	<p>9. Documents joints / Documents attached 10. Nature de la marchandise / Nature of the goods 11. Poids net / Poids net 12. Poids brut / Poids brut 13. Volume / Volume 14. Nature de la marchandise / Nature of the goods 15. Poids net / Poids net 16. Poids brut / Poids brut 17. Volume / Volume</p>

Le présent document est régi par la Convention relative au contrat de transport international de marchandises par route (CMR) telle qu'elle a été amendée par le Protocole de Genève de 1978.

This document is governed by the Convention on the Contract for the International Carriage of Goods by Road (CMR) as amended by the Protocol of Geneva of 1978.

<p>10. Nature de la marchandise / Nature of the goods</p>	<p>11. Poids net / Poids net</p>	<p>12. Poids brut / Poids brut</p>	<p>13. Volume / Volume</p>	<p>14. Nature de la marchandise / Nature of the goods</p>	<p>15. Poids net / Poids net 16. Poids brut / Poids brut 17. Volume / Volume</p>
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<p>18. Nature de la marchandise / Nature of the goods</p>	<p>19. Poids net / Poids net</p>	<p>20. Poids brut / Poids brut</p>	<p>21. Volume / Volume</p>	<p>22. Nature de la marchandise / Nature of the goods</p>	<p>23. Poids net / Poids net 24. Poids brut / Poids brut 25. Volume / Volume</p>
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26. Ce transport est soumis, nonobstant toute clause contraire, à la Convention relative au contrat de transport international de marchandises par route (CMR). This carriage is subject, notwithstanding any clause to the contrary, to the Convention on the Contract for the International Carriage of Goods by Road (CMR).

<p>27. Signature de l'expéditeur / Signature of the sender</p>	<p>28. Signature du destinataire / Signature of the consignee</p>	<p>29. Signature de l'entrepreneur / Signature of the carrier</p>	<p>30. Date et lieu de signature / Date and place of signature</p>	<p>31. Date et lieu de signature / Date and place of signature</p>	<p>32. Date et lieu de signature / Date and place of signature</p>
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Le présent document est régi par la Convention relative au contrat de transport international de marchandises par route (CMR) telle qu'elle a été amendée par le Protocole de Genève de 1978. This document is governed by the Convention on the Contract for the International Carriage of Goods by Road (CMR) as amended by the Protocol of Geneva of 1978.

Instructions to fill IRU CMR model 2007

Box 1: Name and complete address of the consignor of the goods

Box 2: Name and complete address of the consignee of the goods

Box 3: Place and date when the goods are taken into charge by the carrier. It is recommended that the carrier indicate the hour of arrival of the vehicle at the place of loading and the hour of departure.

Box 4: The foreseen place of delivery of the goods. It is recommended to ask the consignor to indicate the opening hours of the warehouse or depot where the delivery will take place.

Box 5: Particular instructions of the consignor, if any, like the ones concerning Customs procedures, insurance of the goods or any other instruction he deems useful.

Box 6: Name and complete address of the carrier, other references if applicable.

Box 7: Successive carrier(s). This box, if applicable, should be filled in at the moment when the successive carrier takes the goods into charge. It should contain at least a record of the carrier who will deliver the goods. The successive carrier must date and sign the box ("goods received and accepted", "date" sections). He can also indicate the reservations concerning the number of packages, their identifying marks and numbers, the apparent state of the goods and their packaging at the time of taking into charge. If there is a lack of space, the reservations can be written elsewhere (for example on the back of the consignment note). These should be validated by the carrier who carried out the part of the transport preceding the taking into charge by the successive carrier.

Box 8: Reservations and observations of the carrier at the time of taking the goods into charge, such as the number of packages, their identifying marks and numbers and their packaging. These reservations must be validated by the consignor if they are to be valid.

Box 9: List of the documents handed by the consignor to the carrier (for example: loading list, certificates of origin of the goods etc.).

Boxes 10-15: Correspond to the usual description of the transported goods, including, if applicable, special indications concerning dangerous goods.

Box 16: Particular agreements between the consignor and the carrier such as the declared value of the goods and the amount representing special interest at time of delivery, the agreed time limit within which the transport must be carried out, the possibility of using open non sheeted vehicles, the use of palletes, the record of the person responsible for loading, stowing and unloading, the admission of the transport onto a ferry, the applicable jurisdiction or any other indication deemed to be useful by the parties to the transport contract.

Box 17: Indications concerning the amount of the different payments relating to the transport contract established as well as the indication of the party who is bound to carry out the payment. If the carrier is not capable or if he judges it irrelevant to indicate the exact amount of the payments due, he is strongly advised to at least indicate the party responsible for the payment in order to avoid future discussions in this respect.

Box 18: Other useful indications: the parties may add any indication of use to other parties or to the competent authorities. This could be the license plate number of the vehicle, load capacity, the net

weight of the goods, the number of the TIR Carnet or any other Customs document used during the transport etc.

Box 19: The indication of the amount of reimbursement transferred by the consignee and to be received by the carrier at the time of the delivery of the goods in terms of Rule 759 of the International Carriage of Goods by Road (CMR), Rules.

Box 20: Already filled in shows binding to the provisions of the CMR Convention

Box 21: Place and date of the establishment of the consignment note

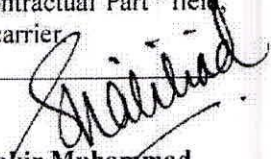
Box 22: Signature or stamp of the consignor (choice left to the consignor)

Box 23: Signature or stamp of the carrier (choice left to the carrier)

Box 24: Signature and stamp of the consignee confirming delivery of the goods, indicating the place, the date and particularly quoting the time of arrival of the vehicle at the place of delivery and subsequent departure following the unloading. These remarks are useful in the case where the vehicle remains standing due to the consignee of the goods, in order to, if necessary, remunerate the carrier.

General: The consignment note also has at the bottom of the page a "Non-Contractual Part" field reserved for such information that does not entail contractual obligations for the carrier.

C.No.1(17) T&BT/2019


Shakir Muhammad
Secretary (T&BT)