



Rights & duties of multimodal transport operator under multimodal transportation act 1993: Analysis

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Abstract

Multimodal Transport is the combination of different means of transport, to facilitate the movement of cargo, i.e., making it faster and more efficient. The Multimodal Transportation Act 1993, brought a comprehensive legislative framework to regulate the multimodal transport operation for carriage of goods from one place in India to another place outside India and vice-versa. The Act provides direct provisions to define, extent and limitations of rights and liabilities of parties to contract of carriage of goods under the Multimodal Transport Contract. Until the advent of containerization of cargo, the shipper was required to enter in new shipment contract with a new carrier each time the mode of transport changes to determine the entitlement and obligations of the parties. But the advent of new law made the process of entering into agreement easier by avoiding multiplicity of agreements with different transporters and the applicability of various legal regimes. The MMTG Act brought a single-window solution towards the relationship of parties to the contract of carriage of goods. This paper aims to describe, analyze and visualize the discrepancies between the spirit of the law and the real-life experiences of the parties while entering and executing their part in Multimodal Transport Contract.

Keywords: multimodal transportation, multimodal transportation act 1993, rights and liabilities of parties to contract, containerization, legal regimes, carriage of goods

Introduction

Transportation is responsible for the development of civilizations from very old times for the movement of peoples and goods. Such movements are inevitable to improve the way of living of people^[1]. Transportation means carrying people and goods from one place to another. It has contributed much to the development of country whether the growth is in an economic, social, political or cultural field and by uplifting the condition of people^[2]. Multimodal transportation means carriage of goods, by at least two different modes of transport under a multimodal transport contract, from the place of acceptance of the goods in India to a place of delivery of the goods outside India^[3]. Multimodal Transportation is the most advanced way of transportation, which come into existence to deal with the problem faced by the Unimodal transport sector due to globalization and advancement of technology and increase in movement of goods of different category, nature and demand^[4]. There are various benefits of Multimodal Transportation i.e. it avoids multiplicity of contract, making separate arrangement for a different mode of transport. The person sending goods by a single mode of transportation has to made arrangement for storing the goods between a different segment of transportation however the multimodal transport operator would take responsibility for the storage of goods between a separate segment of transportation due to this arrangement the carriage of goods by Multimodal Transportation becomes more efficient and cost-effective.

Multimodal Transport Operator

Multimodal transport operator is a carrier who concludes Multimodal transport contract, i.e., transportation by more than one mode of transportation under a single contract by issuing Multimodal transport document^[5]. The Convention

of 1980 clearly states the definition in Article 1 clause (2) as follows

“Multimodal transport operator means any person who on his behalf or through another person acting on his behalf concludes a multimodal transport contract and who acts as a principal, not as an agent or on behalf of the consignor or of the carriers participating in the multimodal transport operations, and who assumes responsibility for the performance of the contract.”^[6]

MTOs are of two types, which are as follows:

Vessel Operating MTOs (VO-MTOs)

Vessel operating MTOs extend their services to include carriage by Air or Land. They arrange this type of transport by sub-contracting as they do not own or operate transportation of goods by Road, Rail or Air.

Non-Vessel Operating MTOs (NVO-MTOs)

Another carrier than ocean carrier may sub-contract ocean voyage for carriage of goods then that operator would be called as Non-vessel Operating MTOs or Non-Vessel Operating Common Carriers. (NVOCCs)^[7].

Multimodal Transport Contract

The Multimodal Transport Contract is like a standard form of contract to agree on the term of the contract but such freedom subject to the mandatory application of legislature under which MT Contract has been made between MTO and Consignee/Consignor. The definition of Multimodal Transportation Contract is given under in MMTG ACT, 1993 as:

“Multimodal transport contract” means a contract under which a multimodal transport operator undertakes to perform or procure the performance of Multimodal

Transportation against payment of freight.”^[8]

This definition reflects the fact that MT Contract deals with the carriage of goods by Multimodal Transportation either by itself or by procurement of such performance by someone else. The definition has the term “Against the payment”, which means any gratuitous contract could be falling outside the ambit of Multimodal Transportation^[9].

Rights and Duties of Multimodal Transport Operator

A. To Get Registered as Multimodal Transportation Operator

Under the Multimodal Transportation Act of 1993, it was made mandatory for the Multimodal Transport operator to register himself as Multimodal Transporter for carriage of goods by multimodal transport system under a single contract by the issuance of single contract document called as Multimodal transport document.

The person having the business of Multimodal Transportation of goods has to register himself under Multimodal Transportation Act of 1993, as a Multimodal transport operator. He could not commence the business of Multimodal Transportation unless he got the registration from the competent authority for that purpose the government has decided the Director general of shipping as competent authority. However, the person carrying the business of Multimodal Transportation can continue the business for three months immediately after the commencement of the Multimodal Transportation Act of 1993. If those people apply for registration between the periods of three months, then he can continue the Multimodal Transportation business till the Director-General of shipping disposes of the application made for registration.

There are certain conditions given under Sec. 3 (a) and (b) of the Multimodal Transportation Act, 1993 that are required to be fulfilled to get them registered as a multimodal transport operator, i.e. the Company, Firm or Proprietary concern engaged in the transportation business or the freight forwarding either in India or abroad should have a minimum annual turnover of 50 Lakh rupees during immediately preceding year or average turnover of 50 lakh during 3 financial years certified by Chartered Accountant^[10]. However, if the applicant is not the company, firm or individual mentioned above, then that company should have the subscribed share capital not less than 50 lakhs. A partner should not have less than 50 lakhs aggregate balance in the capital account and an individual proprietor’s capital should not be less than 50 lakhs. The company, firm or individual who wants to register with the Director-General of shipping required to have an agent, representative or office at least in two countries. Depending on the circumstances the D.G Shipping authority can either register or refuse to register the applicant by giving reason behind it. However, one month can be given to the applicant to make reasonably required changes for registration. The place of business should be established by a person in India who is not a resident of India and not having the business of shipping to get registration^[11].

To register, as MTO the applicant must apply according to the procedure mentioned in The Registration of Multimodal Transportation Rules, 1992. On 11 November 2010, the online mechanism was developed for the registration and renewal of the MTO application. The applicant is required to submit essential documents online with the assurance that

the document submitted is true to the best of his knowledge and belief and has an idea about the consequences for misrepresentation in filling the particulars in registration and renewal forms and submitting fake/fraud documents. For registration, the person must have a demand draft or National Electronic Fund Transfer system in favour of D.G. Shipping, Mumbai^[12].

The Director-General of shipping may ask the person willing to get registration as a Multimodal transport operator to furnish information or produce any document required for the inspection at any time when needed. Also can assign the power to other competent authority on behalf to inspect the document or any record required to be produced for registration or renewal of registration.

Form No 1 given under the Rule 4 of Registration of Multimodal transport operator Rules 1992 contains particulars given in Annexure, which are required to be filled to get registration however the entire process of registration and renewal of registration is now done through the online mechanism.

After filling Application form the DG Shipping can either accept the registration or can deny the registration by stating the grounds for denial of the certificate of registration. The registration as MTO can be done through the online module in a form available in MTO Module in DG Shipping official website <http://dgshipping.gov.in>.^[13] Approval will be made to the applicant by sending him an email or message on mobile. However, the certificate of registration issued by DG Shipping will be in electronic form (PDF Format), which requires to be downloaded along with terms and condition as directed by DG Shipping. If the document submitted by scanning found to be deficient should be allowed to be rectified within 7 days however, after the rejection of the application due to non-submission of the required document within time, repayment of the amount would be made. Certificate can be cancelled at any time if the document submitted found to be fake or incomplete^[14]. Certificate issued after the acceptance of the registration by DG Shipping will be issued online under rule 5 of The Registration of Multimodal Transport operators Rules, 1992. A certificate granted under MMTG Act, 1993 shall be valid for three years and may be renewed from time to time for a further period of three years at a time.

Renewal of registration can be done in the same way by filling the online form available for renewal under the registration of Multimodal Transportation Rules 1992. The renewal of registration can be done by submitting the online form with a renewal fee of 10000/- Rupees by Demand draft or National electronic fund transfer in favour of D.G. Shipping, Mumbai. However due to non-renewal of registration by MTO within the prescribed period despite previous instruction fees of 20000/- should be paid if a renewal application is not submitted before 60 days before the expiry of the validity of registration according to circular of Multimodal transport operator branch 01 of 2011 dated 18 November 2011^[15]. Renewal of registration form consists of some more particulars like copies of MTD issued, certificate of CA showing annual turnover of the applicant for preceding three financial years or paid-up share capital/capital account long with Tax returns for 3 fiscal years, name of all director and their contact detail, insurance cover for liability of MTO with terms and conditions. After the issuance of the Certificate of registration, the D.G. Shipping can cancel the registration of

Multimodal Transport Operator if the following circumstances existed:

- If the application made by the applicant contain irrelevant or incorrect information in the form required to submit under Sec 4 (Registration of Multimodal Transportation) of MMTG Act, 1993.
- If any act done by MTO is in contradiction with the laws prevailing in the country for the regulation of MT, in such case competent authority can cancel the certificate of registration of MTO.
- After the registration certificate is issued to the MTO for carrying the MT business MTO fail to perform the activities of MT for the periods of 2 years in such case the registration can be cancelled provided that reasonable opportunity must be provided to MTO to explain the cause of his failure ^[16].

The applicant can appeal against the decision taken by D.G. Shipping for refusing to register the applicant or any other order that aggrieved the applicant within one month to the central government from the date of order passed with the fee of 500/- Rupees under the MMTG ACT, 1993 ^[17]. However, if the appeal is not made within the time prescribed then the applicant for appeal has to express the reasonable ground for his inefficiency to appeal in time ^[18]. If the ground for not appealing within time appears to be satisfactory then an appeal can be allowed ^[19].

D.G Shipping and the Ministry of Surface Transport proposed the amendment ^[20] under which Sec.6 of Multimodal Transportation Act 1993 has been changed and the self-regulatory organization is allowed to appeal against refusal or cancellation of registration by the competent authority. So no appeal would be made to the central government under the amendment proposed by D.G. Shipping and Ministry of Surface Transport ^[21]. In place of D.G. Shipping, the self-regulatory organization will be allowed to grant a certificate of registration after fulfilment of criteria directed by D.G Shipping.

B. Issuance of MTD by MTO

When the consignor and MTO enter into the contract to carry the goods belong to the consignor to the consignee by Multimodal Transportation under a single contract by issuing the document, that document will be called as Multimodal Transport Document. It shall contain the particulars as mentioned by the competent authority with the approval of the Central Government. The Ministry of Surface Transport (Now Ministry is bifurcated into Ministry of Shipping and Ministry of Road Transport and Highways) named D.G. Shipping as the competent authority to prescribe the model for MTD, which was issued by order on 17th March 1994 ^[22].

Previously the document called as Combined Transport Document was being issued by the MTO when two or more mode of Transportation is being used for the carriage of goods. The international federation of freight forwarders associations (FIATA) called FIATA Combined Transport Bill of Lading (FBL) framed the first document of such nature. Baltic and International Maritime Council (BIMCO) and the international ship owner Association (INSA) issued a similar kind of document. The International chamber of commerce prescribed the format of CTD, however, this document was not worldwide accepted or adopted. The main aims of CTD were to have evidentiary value for the

contract for carriage by Multimodal Transportation and decide the liability and responsibility of MT Contracting Parties. But due to the absence of uniformity of liability and other conditions in CTD used need was felt to create a document with prescribed terms and condition suitable for India ^[23].

Foreign exchange dealer association of India (FEDAI) laid down rules and particular that should be there in CTD for carriage of goods by Multimodal Transportation to decide liability and responsibility of parties to contract. However, the document was not adopted due to several drawbacks in it as it did not offer negotiability and title of goods and required to exchange always with Bill of lading unless Letter of Credit (LOC) especially allows the production of CTD against regular bill of lading.

The industry was growing rapidly and the need was felt to create the document sufficient enough to tackle the problem faced by CTD, D.G. Shipping with the prior approval of Government taking into consideration MMTG ACT, 1993 and UN Convention 1980 issued on 17th March 1994 prescribed format for MTD. The MTD issued will deliver the following purpose ^[24].

- Contract for Transportation of goods by MT.
- A negotiable document unless specifically mentioned it as non-negotiable.
- Document of title on basis of which the person in possession of MTD will claim for goods ^[25].

The definition of Multimodal Transportation given under the MMTG Act, 1993 was as follows:

“Where the consignor and the multimodal transport operator have entered into a contract for the Multimodal Transportation and the multimodal transport operator has taken charge of the goods, he shall, at the option of the consignor, issue a negotiable or non-negotiable multimodal transport document”.

The definition of MTD is changed in MMTG (Amendment) Act 2000, which introduced section 2(la) to introduce electronic data interchange message as a form of MTD, which states that:

“Multimodal transport document” means a negotiable or non-negotiable document evidencing a multimodal transport contract and which can be replaced by electronic data interchange messages permitted by applicable law.” Now MTD can be issued by MTO in the form of an electronic interchange message. This concept of MTD in the form of electronic data interchange can be seen in the UNCTAD/ICC Rules of 1991.

The proposed amendment to MMTG Act after 2000 changes the definition of Multimodal Transportation Document as *“Multimodal Transport document means a negotiable or non-negotiable document having the particulars listed under section 9 of the Act or evidencing a contract for Multimodal Transportation and which can be replaced by electronic data interchange messages permitted by applicable law.”* ^[26] The definition added Sec. 9 of MMTG Act, 1995 to make definition specific regarding particular to be included in MTD.

MTD contains particulars as can be seen in the sample format provided in Annexure. It consists of particular regarding nature of goods, name and principal place of business of MTO, Name of the consignor and the name of the consignee if specified by the consignor, place and date when the goods have been taken charge by MTO whether

negotiable or non-negotiable, place and date of its issue. Along with this standard terms and conditions defining the basics of liability of MTO for loss or damage, delay etc. The nature and characteristic of the document have a pecuniary approach in respect of the Multimodal Transport Approach. The document has a multiple approach and character, where on the one hand it is received of goods, on other hand, it is prima facia evidence of terms of the contract ^[27].

MTD issued under the UNCTAD Convention 1980 ^[28] or ICC Rules ^[29] would be

1. A contract for performing Multimodal Transportation of Goods.
2. It is a negotiable instrument unless marked as non-negotiable.
3. A document of title.

MTD confers and imposes on all interested parties the rights, obligation and defences. Document Confirming to the legal requirement enables a consignor, a consignee and various other agencies and authorities involved in the Multimodal transport operation to be aware of their respective rights and obligation. Considering the legality of the document it is prima facia evidence of Multimodal transport contract and received of the goods by the MTO and confirms the title to the bearer of the document if it is in negotiable form ^[30]. Sec. 11 of the Multimodal Transportation of Goods Act, 1993 deals evidentiary effect of Multimodal Transportation. It provides that

“Save as provided in section 10,

- a. *the multimodal transport document shall be prima facie evidence of the fact that the multimodal transport operator has taken charge of the goods as described in the document; and*
- b. *no proof to the contrary by the multimodal transport operator shall be admissible if the multimodal transport document is issued in the negotiable form and has been transmitted to the consignee or transferred by the consignee to a third party if the consignee or the third party has acted in good faith relying on the description of the goods in the document”.*

The evidentiary value of MTD is not absolute means any counter-evidence can be presented to prove the existence of misstatement or fraud by MTD issuer. MTD is fully acceptable unless challenged by other contrary evidence. For strengthening the third party position the negotiable instrument issued to him relay on information provided in the document he paid the price of goods to deny the right to MTO of disproving the particulars mentioned in MTD. This means he has to pay compensation to the third party even if it can be ascertained that he never took charge of goods.

C. Liability for Loss and Damage of Goods

Chapter IV of MMTG ACT, 1993 talk about the responsibility and liability of MTO for carriage of goods. Article 13 to 20 A of the Act deal with the liability and limitation of liability of Multimodal Transportation. While

Sec. 21 of MMTG ACT, 1993 deals with liability with regards to dangerous goods.

Section 13 of the MMTG Act, 1993 deal with the basis of liability of multimodal transport operator in which MTO will be held liable for any type of loss or damage occurs to the goods/consignment similarly delay in delivery of consignment and consequential loss or damage arising from such delay when the damage, loss or delay, cause when goods were in charge of that Operator. It’s the responsibility of the MTO to prove that he has taken all the precautionary measures for the protection of loss, damage, and delay of goods to escape liability with that of his servants or agent. To make MTO liable for loss or consequential loss due to delay the consignor should be made a request to MTO for delivery of goods on time, which should be subsequently accepted by the operator otherwise he would not be held liable for loss due to delay or consequential loss. To decide to delay the period express by the consignor to Operator for the delivery of good otherwise the reasonable period will be considered. If no delivery of the consignment is made by MTO within 90 days after the time specified by the consignor or after the reasonable period the consignor can consider that goods have been lost.

Liability of MTO is not the same as it varies according to situations, like under Sec. 14 of the MMTG Act, 1993 the liability of multimodal transport operator shall not exceed two Special Drawing Rights per kilogram of the gross weight of the consignment lost or damaged or 666.67 Special Drawing Rights per package or unit lost or damaged, whichever is higher if the nature and amount of the consignment are not declared and stage at which consignment has been lost is not known ^[31]. The MTO does not includes carriage goods by Sea or inland waterways in such cases the liability of Multimodal Transportation will be no more than 8.33 special drawing right per kilogram of the gross weight of goods lost or damaged.

SDR is a form of international money, created by the International Monetary Fund, and defined as a weighted average of various convertible currencies. Special drawing rights (SDR) refer to an international type of monetary reserve currency created by the International Monetary Fund (IMF) in 1969 that operates as a supplement to the existing reserves of member countries. Created in response to concerns about the limitations of gold and dollars as the sole means of settling international accounts, SDRs augment international liquidity by supplementing the standard reserve currencies ^[32]. However, if the nature and amount or value of the goods is not known to the MTO and if the place or mode through which goods have been lost is known then in such situation the liability of MTO will depend on the law that would be applicable on that particular mode of transportation especially dealing with.

Illustration - Suppose consignment has been damaged or lost while carrying goods through Sea in India by MTO then Carriage of Goods by Sea Act, 1925 will be applicable as this Act governs the liability of Carrier through Sea.

Table 1: Liabilities Under Unimodal Transportation

Mode of Transportation	Liabilities for loss, damage or delay according to the laws prevailing in India
1. Road	“The liability of the common carrier for loss of, or damage to any consignment, shall be limited to such amount as may be prescribed having regard to the value, freight and nature of goods, documents or articles of the consignment unless the consignor or any person duly authorized in that behalf have expressly undertaken to pay higher risk rate fixed by the

	<i>common carrier”</i> [33]
2. Sea	<i>“Neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with goods in a*(amount exceeding 666.67 Special Drawing Rights per package or unit or two Special Drawing Rights per kilogram of the gross weight of the goods lost or damaged, whichever is higher) or the equivalent of that sum in other currency unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading.”</i> [34]
3. Railways	<i>“Where any consignment is entrusted to a railway administration for carriage by railway and the value of such consignment has not been declared as required under subsection (2) by the consignor the amount of liability of the railway administration for the loss, destruction, damage, deterioration or non-delivery of the consignment shall in no case exceed such amount calculated concerning the weight of the consignment as may be prescribed, and where such consignment consists of an animal the liability shall not exceed such amount as may be prescribed”.</i> [35]
4. Air	<i>“In the carriage of registered luggage and goods, the liability of the carrier is limited to a sum of 250 francs per kilogram, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of the value at delivery and has paid a supplementary sum if the case so requires. In that case, the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that sum is greater than the actual value to the consignor at delivery.”</i> [36]

Under Section 18 of the MMTG Act, 1993 the limitation of liability comes to ends if any loss, damage or delay caused by MTO intentionally knowing that his Act will cause damage, loss or will make the consignor suffer. However, if the loss, damage or delay occurs due to unpredictable incidents, i.e. due to Natural calamity or War in such a case MTO will not be held liable.

In *New India Assurance Co. Ltd. v. M/S Pawan Transport Corporation and Others*, [37] the Jharkhand High Court held that if the goods are lost or damaged during the transit due to rain in such case the carrier will be liable even if it was held that carrier will not be liable under terms. While transporting the goods, the rain started even after proper precaution the goods damage to the extent that the consignee refuses to accept the goods. The insurer of the goods has to pay the claim even though the transporter will not be exonerated from his liability for not protecting the goods against the particles.

In *Goverdandas v. New Dholera Steamship Ltd.* [38], Kerala High Court, in this case, held the existence of one clause in which the liabilities of the carrier would have been comes to end once the goods would be sent from the steamer’s tackle. Once it is sent from steamers tackle the liability for risk would have been of shippers. The goods were kept in the warehouse where they lost after the shipment of goods. In such a case, the court held that the liability of MTO would be till the goods have been delivered and not otherwise.

Griffith C. J states in *Australian United Navigation Co. LTD v Hisken* [39] that

“A carrier is not entirely absolved from duty in respect of goods entrusted to him for carriage merely because of the failure of the consignee to take delivery of the goods at the Stipulated, place and time, but that so long as he has them in his possession, he is bound to deliver them to the consignee (subject, of course, to any lien), and that in the meantime an obligation arises by implication of law to take reasonable care of the goods. His obligations and liabilities are in that case the same In effect as those of a bailee of goods.’..... both described his position as that of an involuntary bailee.....”

D. Rights to Exercise Lien on the Goods

The M.T.O. shall have a lien on the goods for any amount due under the multimodal contract. He is also entitled to a lien on the documents in his possession. The period, during which the goods are in the possession of M.T.O while exercising his right of lien shall not be included to calculate the time of delay under any of the provisions of the Act [40].

The Sale of Goods Act, 1930 provides that unpaid seller has the right to have a lien on goods for the price while he has them also, he has right to stoppage of goods and lien on unpaid goods [41].

The purpose of limiting the liability is to encourage the shipping industry and provide protection to the carrier against the full impact of heavy and perhaps crippling pecuniary damage sustain because of neglect or fault of the carrier or his servant and agent. The aim for limitation of liability is not justice but to maintain public policy by protecting MTO from unnecessary loss to his business and provide protection to the victim for loss and damage.

Limitation for liability differs in deferent laws or rules governing the liability of MTO for loss or damage.

1. Hague rules 1924 have a limitation on liability of 100 France per package or Unit [42].
2. The Carriage of Goods by Sea Act, 1925 has the same limitation as to the Hague rule.
3. Hague-Visby Rule 1968 for carriage of goods by Sea has a limitation of 10,000 France per package or Unit or 666.5 SDR, whichever higher [43].
4. Hamburg rules have the limitation of 835 SDRs or 2.5 per Kilo of gross weight whichever is higher.

E. Loss of Right of Multimodal Transport Operator to Limit Liability

The Multimodal transport operator shall not be entitled to benefit the limitation of liability, if it is proved that the loss, damage or delay in delivery resulted from an intentional wrongful act or omission of the operator or recklessly knowledge that such loss, damage or delay probably result. These provisions are partly as like Article 21 of the UN convention 1980 with the difference that under the UN convention the servant or agent of the MTO or other person of whose services he makes use for the performance of the MT contract is not also entitled to the benefit of the limitation of the liability if it is proved that the loss, damage or delay is the result of an intentional act, omission or reckless of agent and servant. Indeed, under the UN commission 1980, the servant, agent or any other person within the scope of the Multimodal contract, and the MTO uses their services for performance of MT are entitled to avail themselves of the defense of the liability which operator is entitled to invoke but Indian Act is silent on this ground it seems the Act strikes a compromise between the Hague Visby Rules and the UN convention 1980 [44].

Sec. 18 of MMTG Act, 1993 provides that

“The Multimodal transport operator shall not be entitled to

the benefit of limitation of liability under any of the provision of this chapter (chapter IV of the Act if it is proved that loss, damage or delay in delivery of consignment resulted from an Act or omission of the MTO with the intent to cause, such loss, damage or delay or recklessly and with knowledge would probably result.”^[45]

The loss, damage or delay in delivery resulted from an Act or omission of the servant or agent (or any person whose services the MTO makes use for the performance of the MT contract, done with the intent to cause loss, damage or delay in delivery or recklessly with the knowledge that such loss, damage or delay in delivery would probably result. The servant or agent shall not be entitled to limitation of liability provided for in this condition^[46].

Conclusion

The MTOs involve three parties MTO, Consignor and Consignee. Each party has liabilities and responsibility towards the other. MTO is under obligations to get a certificate of registration before MTOs from D.G of Shipping after fulfilling all conditions required for its issuance. The renewal of certificate should be done by paying prescribed fees after 3 years.

MTO must issue MTD to consignor containing particulars mentioned in Sec. 9 of MMTG Act, 1993. MTD is prima-facia evidence of taking of charge of goods by MTO. MTO is liable to the consignor/consignee for loss, damage or delay in delivery of goods. If damage to goods of unknown nature happens at an unknown mode and place then MTO is liable for compensation, which is limited given under MTA 1993. However, if modes and places are known in such case that specific carrier will be liable and amount of liability will be determined on the basis of laws governing that specific mode of transportation. He has the right of stoppage of goods in transit and lien on goods for non-payment of freight charges.

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