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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ RFA 61/2023

PRONEET BISWAS

..... Appellant

Through: Mr. Santosh K. Sethi, Advocate
(Through VC).

versus

AIR 7 SEAS TRANSPORT LOGISTICS INC
& ANR.

..... Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE GAURANG KANTH

ORDER

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23.01.2023

The hearing has been conducted through hybrid mode (physical and virtual hearing).

C.M. No. 3317/2023 (Exemption)

Application is allowed, subject to all just exceptions.

Application stands disposed of.

C.M. No. 3318/2023

The present application has been filed by the appellant seeking condoning of delay of 15 days in re-filing C.M. No. 3318/2023.

For the reasons stated in the application, the same is allowed. Delay of 15 days in re-filing the application being C.M. No. 3318/2023 is condoned.

Application stands disposed of.



RFA 61/2023

The appellant (original plaintiff) is aggrieved by the impugned judgment and decree dated 04.08.2022 passed by learned Additional District Judge-03, South-West District, Dwarka Courts, New Delhi in CS No.16691/16 titled '*Proneet Biswas vs. M/s Air7seas Transport Logistics, INC & another.*'

Vide the impugned judgment, the learned Trial Court partly decreed the suit for recovery filed by the appellant against the defendant.

Learned counsel for the appellant submits that the appellant had hired the services of respondent No.1 for transporting his household goods and personal effects from U.S.A. to India. It is the case of the appellant that even after making the enhanced payments, as per the demands raised by respondent No.1, respondent No.1 failed to deliver the goods at the appellant's house. The appellant allowed the goods to be dumped at the Central Warehousing Corporation without any intimation.

Later, respondent No.1 refused to issue NOC to the appellant which prevented the appellant from receiving the goods from the Central Warehousing Corporation. The appellant had to approach this Court by way of W.P. (C) 4087/2011 for the release of the said goods. Despite the order of this Court, the respondents failed to produce the "*out of customs clearance*" document to the appellant and hence, the appellant could not get the goods released. The appellant suffered huge losses and thus, the appellant filed the suit for recovery against the respondents. Vide impugned judgment, the learned Trial Court was pleased to partially allow the claim of the appellant qua the services and transportation charges to the tune of \$2300 paid to the respondent Company for door-to-door delivery of goods. However, learned



Trial Court disallowed various other claims raised by the appellant, including the value of goods, expenses incurred (including for travel and litigation), compensation for mental agony and harassment, etc.

It is the submission of learned counsel of the appellant that though the learned Trial Court held the respondents liable for the breach of contract, however, erroneously disallowed the other various *bona fide* claims raised by the appellant.

This matter requires consideration.

Issue notice to the respondents through all permissible modes, including electronic mode and *dasti*, returnable on 22.08.2023.

Trial Court record be requisitioned in the meantime.

GAURANG KANTH, J

JANUARY 23, 2023

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