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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

07.02.2023

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

C.M. No. 5940/2023

This is an application filed by the appellant seeking modification of the clerical mistake occurred in order dated 23.01.2023. In the order dated 23.01.2023, it was mentioned that “The appellant allowed the goods to be dumped at the Central Warehousing Corporation without any intimation”.

Learned counsel for the applicant/appellant points out that it was respondent No.2 who dumped goods at the Central Warehousing Corporation without any intimation to the appellant.

The present application is allowed.

The order dated 23.01.2023 is modified to this effect and will read as



follows:

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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. Respondent No.2 allowed the goods to be dumped at the Central Warehousing Corporation without any intimation to the appellant.

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.”

Application stands disposed of.

GAURANG KANTH, J

FEBRUARY 07, 2023

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