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Responsibility of the Rail Transport Operator

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I. INTRODUCTION

Transportation is a complicated operation. Different persons are involved in these processes. Their different components, some of which are involved in loading time to evacuate the personnel carrier [1]. He is working under contract others were independent of the carrier Transportation is a complex operation in which the parties will carry another person on stage And transportation contract with the first carrier to take delivery The responsibilities of the various discussions of the issues that are always examined It carries responsibility for the actions of those under his or her discretion To what extent are the activities? In the case of an accident that is caused by the actions of these people carrier (either rail or institute of transport) is responsible for compensation and what conditions are necessary to fulfill such a responsibility?

II. CARRIER LIABILITY TOWARDS THE EMPLOYEES

Uniform rules of CIM (1999/1980) to follow the existing legal regimes in the field of transport, Carriers (either rail or rail transport company) in front of staff and workers or agents responsible for the actions and measures have been considered. This means that any loss or damage to goods or delay in delivery due to their injury Employees and agents of the carrier, the responsibility that he will understand. Article 50 regulations have been established in 1980 in this regard: (Railways and other persons responsible for acts of its agents. They are in the transportation uses [2]. However, whenever the request of the rightful agents or other persons to the bill of lading or translation or other services that in Railways is responsible as agents of interest are known to do.) According to Article 40 Uniform Regulations 1999 (the carrier against its employees and other persons performing services for transportation uses if this employee is responsible and

other persons to carry out their activities). Contained in the foregoing officers or employees, including employees and workers from the carrier (or the Institute of Railway Transport) Have a contractual relationship that is working under a contract employee, he was in front fee And are interested in transportation operations and also work without a contractual relationship with his players and workers, but ordered him to carry his Flow are involved. Therefore, whenever an action for damages caused during the transportation of such persons shall be responsible carrier [3]. According to the above question that arises here is whether the carrier (or institution, including railroads and rail transport) against the railroad station is also responsible for the destination. Explained that the 1980 regulation the rail transportation agreement has concluded Railway station of origin at the origin of the employees and officials who have a contractual relationship with his or her command Work and it is natural that their actions will have been used as a verb is its railway and Legislation These people know her deeds. However, when damage to the destination station staff that the deal happen in another country While the parties do not communicate and does not contract with the carrier. Whether or not the carrier is still responsible? According to the 1999 Regulations may be carrying their own rail infrastructure in the case He will have a contractual relationship with the railroad or transportation company may be allowed Use of rail infrastructure has taken a country then there would be no relationship railroad him. The carrier is responsible for the actions of the staff or not?

In response to the first question, the destination station precedent against damage of goods in accordance with paragraph 1 of Article 36 and paragraph 3 of Article 55 is deemed responsible. However, the responsibility of the courts has been assessment railway not source said it seems according to paragraph 1 of Article 35, paragraph 1 and Article 36 In such cases an origin rail against the railroad will be accountable because the destination Railway from time to time to deliver the goods according to the Times letter to the sender Or receiving goods for any breach of or delay defect that caused the document His staff not to apply, but their responsibility is against the rail to compensation is established. In fact, only in cases where self-regulation in the projected railroad is exempt from responsibility. According to Article 50 of the railroad generally acts in front of those uses of their services Is responsible for railroad employees who are actually destined for their services during the operation of railway transport obviously, in such cases one uses it as his responsibility is established [4].

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The second question of precedent is that courts have deemed responsible carrier. Documentation courts in this area include: other persons carrying out their service uses is stated in Article 40 of Regulation 1999. Railway staff at origin and destination stations and stations that are located in the transit country and from time to evacuate downloads. During the transport of persons who carry out their service carrier for shipment So with regard to substance use against the persons mentioned above, the carrier will be responsible [5].

On the other hand, including those in the rail transportation operations, carriers will take advantage of their services any contractual or employment relationship with him but may not be rail infrastructure managers. To clarify responsibility is the first carrier in front of the rail infrastructure And then describes the infrastructure manager, in accordance with the provisions of Article 1, paragraph (a) uniform CUI (rail infrastructure means all rail lines and fixed installations For transport vehicles and rail transportation security is necessary). Thus, any device that constantly been installed in the floor of the railroad tracks, and warning Rail infrastructure and equipment have changed the course of the rails. The importance of maintaining and servicing. They provide the infrastructure provided by the railway is an institution under the supervision of a Director of infrastructure placed. Therefore, the infrastructure manager is one who provides railway infrastructure (paragraph B of Article 3 CUI) [6].

So in most cases the rail infrastructure manager is not a carrier employee. Therefore, carriers should not rule against the His responsible. It is the responsibility of the railway infrastructure against a director or not terms were not anticipated in 1980. The reason is clear because the rail transport railway exclusively available to the public. The rail infrastructure manager of the railway infrastructure manager of the verb in the sentence above was considered adequate to rail. But with the project using private entities and the separation of rail infrastructure, rail infrastructure manager of the issue of carrier liability carrier against defects the managers of rail equipment and was seriously considered at the time of this uniform regulations in 1996 as one of the main issues relating to the liability carrier was investigated. Most member countries had proposed that all relations between rail infrastructure managers, Carrier and the customer should be developed as a result of the rail infrastructure manager with a legal premise as part of the operation and the carrier was carrying. It does not have this benefit was seen as detrimental to their compensation The national legislation should therefore refer to the owner of the infrastructure in the last part of Article 40 of this phrase was added in 1999 that (Rail infrastructure managers that they can exploit in order to carry People who are considered part of the carrier to perform transportation services uses). So that any fault committed by the person will be responsible for carrying it out [7].

According to the above question that arises here is whether the observed loss (sender or receiver of goods) can refer directly to the staff or infrastructure managers? The answer must be said that the Committee's recommendations regarding the proposed regulations CIM 1980 The theme of the rules with the aim of creating a unified regulations on the handling of claims, So only direct charge carriers is considered. And thus seems that the parties refer to the losses seen currently there are no uniform rules [8]. To this expression when the losses incurred against individual pugilist is the question CIM regulations governing the rules of the court proceedings will be public and civic responsibility will take place. Article 55 and Article 45 of these regulations approved in 1980 is 1999. According to paragraph 1 of Article 55 of the railway in 1980 that can be damaged by the dispute are :

1. The amount paid under the contract against the rail transport can be a way to collect or rail to win the money he received.
2. In the fight against the only railroad to refund earnest money transmitter
3. Other litigation that arises out of contract against the rail transportation of origin or destination and railroads, the main reasons it has happened in the lawsuit.

Users can also carry CIM 1999 regulations against their will fight the plan include:

1. The first or last carrier
2. Successor carrier
3. A carrier or carriers that collect payments that amounted to his benefit Been collected.
4. Alternative carrier.

As can be seen in any of the provisions discussed in reference to employees and railroad workers, or carrying out, since the materials are limitative and rail carriers, has set the fight. Hence lost by the possibility of pleading against everyone except the person is not possible based on uniform rules? Of course this does not mean that employees and agents do not carry any responsibility. But with regard to the general rules of civil liability if they prove the guilt of the loss can be seen pleading against them and compensation shall apply in this case, however, observe the following conditions is required [9].

First, with regard to the general rules of liability, with respect to the losses seen (rightful) any contractual relationship with the persons not so they are not the responsibility of the contractor's responsibility and is subject to civil liability provisions in the sense that it is necessary Losses are incurred in proving their guilt [10]. Secondly: With regard to the CIM Uniform Rules in order to apply a single law in the field of rail transport are the Therefore, any dispute about compensation or liability of persons subject to the regulations and must comply with the conditions and limits in this Regulation is anticipated

to be done. Article 51 of Regulation 1980 has prescribed in this regard: (In all cases where uniform regulations are implemented in the areas of responsibility can not be contentious As that is to be filed against the railroad, except in certain circumstances, and partly from the regulations have been It also appealed against the agents of any other persons in accordance with Article 50 of the Railway is responsible Shall apply). Also under Article 41 of Regulation 1999 (Paragraph 1 - In all cases where the rules are uniformly applied in every case based Responsibility with regard to the conditions and limits set forth in the rules uniform can now be brought against the carrier. Section 2 -The same claims brought against employees and other persons pursuant to Article 40 of the carrier they are in charge applies) [11].

The final hearing is important to note that the carrier (or institution, including railroads and rail transport) if the damage from employees And agents are responsible for the damage I caused the person is at fault and so it is obvious They have no relationship to the entry losses and losses caused by their fault or agents have been forcibly Carrier will be responsible. Secondly, if the carrier is responsible for the actions of the people that they have been in the line of duty In other words, if and when the mission or task that has brought harm to their carrier He will be responsible. Therefore, when their actions out of duty or mission time is from when the carrier will be responsible. The railway officials and other persons responsible for the actions of those in the transport shall be used. However, the provisions of Item 1980 is predicted According to the officers and other persons involved in the shipping charge will be accessed directly in front of the losses So when the request of interested parties (sender or receiver), officers or other persons related to the bill of lading or make translations or other services that are not on the railroad known as the agents of interest and then Railway will not be held responsible for any liability for their actions (Article 50) The provisions of the 1999 amendment was to remove And thus should be said that at present any argument against such a person solely based on general rules of civil liability And according to the terms of the uniform rules is possible [12].

III. CHARGE CARRIER TRANSPORT SUCCESSIVE

In some cases, transport of goods by the carrier contract (whether under contract or the Institute of Railway Transport) It is not but may do all or part of the railway will be transferred to another person. Next often acting as a carrier or carriers to replace known Or the first steps that carry Tmmy do or take part of it. In such cases where a contract carrier transporting the goods carried by persons other than International transportation firms tend to realize that their responsibility and not the actual carrier is responsible for

the losses seen. But no precedent in the courts of different types of transport and uniform regulations (1980, 1999) have not accepted it. Uniform regulations (1980, 1999), carriers such as rail or rail transportation company under contract and subsequent railroad or the rightful alternative carriers (sender or receiver) Are responsible for their responsibilities in a manner that will be discussed below [13].

1 - Carrier contract (or the Institute of Railway Transport), the person who signed the contract and the transportation bill of lading for the transportation of goods has been accepted. Such a charge carrier transport process is related to all stages of action, whether conscious it has to be done and it has to be transferred to another [14]. According to paragraph 1 of Article 35 regulations concerning the liability of the railway in 1980: (The rail transport of goods with bill of lading is not responsible for carrying it all the way to is delivery). The responsibility for such a rail pass from time to time goods are delivered and a task that has been put in absolute charge carrier does not matter carrier or other person is doing the operation as it does not matter whether to transfer the freight carrier to another or not?. Although this was not foreseen at the CIM 1980 regulations and the courts sometimes can be difficult however, this problem was resolved in the revised regulations. On the basis of article 27 of regulation 1999 (whenever the carrier, perform all or part of the transport to an alternative carrier shows whether the contract provides for he recognized it or not, the carrier is responsible for carrying general liability) [15]. So what if the contract is carried by the carrier or by other persons except the carrier will be responsible for carrying general liability and breach of contract, any dispute arising from such damage or loss of goods Or delay in transportation is to be introduced against him. This confirms the provisions of article 55 CIM 1980 and the provisions of article 45 is 1999.

According to article 55 paragraph 1 above (other judicial proceedings that arises from transport contracts may be offset against the railroad or railroad destination And railroads, the main causes of the lawsuit is filed there happened). As of contextual material comes on the rail in front of all the carriers are responsible Partnership This means that losses can be seen Against any one who wants to fight, but this responsibility is such a plan If they plan to fight against one of them appealed against shall cease to others (paragraph 4 of article 55). Provisions of paragraph 1 of Article 45 as amended in 1999 by adopting the same procedure shall be: (to be rightful to fight against the carrier contract plans). It is described as a contract carrier (either rail or rail transport company) in addition to being against the railroads or is responsible for shipping the next visitors, the acts and actions of staff and workers or their agents are also accountable. Since the liability provisions contained in this expression, CIM (1980/1999) is based on assuming responsibility

Therefore, for any reason the contract is not performed correctly, whether the fault is accessory carrier whether caused by acts and actions of his officers in addition to the contract carrier will be responsible.

Note that here it must refer to the term (alternative carriers) which is not mentioned in the regulations CIM 1980 The regulations have been entered for the first time in 1990 because the parties involved in the transport operation Identify the status of their legal responsibilities and contract carriers are of the utmost importance.

Substitute carrier, one who is accepting responsibility for the goods along with the bill of lading, the shipment to its provisions takes and thereby to participate in the contract of carriage. Such a carrier in addition to being the first carrier has a responsibility. The owner of the goods (sender or receiver) is also responsive to the entire process of transporting the goods have been delivered Partnership has a responsibility to deliver it (article 26 of Regulation 1999).

The provisions of paragraph 2 of Article 45 in particular, had decreed: (in cases of alternative transportation by carriers, a carrier must deliver the goods With the approval of the bill of lading can be recorded even if he has not received the goods and bill of lading can be used against him under paragraph 1 the litigation). Thus, according to the above provisions can be said that the first responsibility was to replace the carrier's carrier contract with this difference that his responsibility is the responsibility of carrying goods by Second: Partnership has responsibility for carrying out a successor. This means that losses can be seen from the Partnership for carriers to use against both the carrier (conventional and alternative) has appealed against the carrier or the only alternative to the litigation. Third: does not matter which carrier transporting the goods have actually succeeded, but even if he did not receive goods or bill of is lading If he agreed, his name is recorded in the bill of lading will carry the responsibility.

But an alternative carrier, who do all or part of the transportation by the carrier is left on his contract. In a carrier such that the renewed contract will be signed by the carrier first with his That may be all or part of its operations and is entrusted to him. However the 1999 regulations, a carrier such as a charge carrier has a contract. In this regard, paragraph 2 of Article 27 shall be: (All of uniform rules on the liability carrier, the carrier also about alternative transportation He performed under the supervision applies). However in case of an accident that causes are responsible. All carriers including the lost contract to replace and are responsible Partnership is required by paragraph 4 of this article (at any time and as far as alternative carriers are responsible partnership is responsible for them). It is necessary to remind us that relationships between successive carriers on the basis of proven fault this means that compensation has been based on the ultimate responsibility of the carrier (or the Institute of

Railway Transport) Damage due to his fault that the contract has been created. Thus, although the losses seen in order to facilitate compensation Liability Partnership has been established for all carriers, but ultimately the responsibility of the carriers between themselves His guilty or extradite. Thus, according to what was stated in this speech was given According to the regulations governing rail transportation of goods (CIM 1980/1999) upon presentation of proof of loss or apparent reason, it assumes responsibility for rail transport operator or institution will be rail transportation.

IV. CONCLUSIONS

As we consider the CIM uniform Rules to comply with existing legal regimes in Context transportation, including rail carrier or rail transport agency against the actions and measures have been considered responsible for the staff and workers. Officers and employees including the staff and workers who have a contractual relationship with the carrier or without a contractual relationship He will intervene in order to carry current, so when a person's actions may cause damage during transport, Carrier will be responsible. The latest reform was agreed that any fault committed by the managers of rail infrastructure is also carrying out its responsibilities. However, losses have been sued by the employee and the worker is not possible unless the CIM rules in accordance with general rules of civil liability in the case agreement does not assume responsibility for governing and losses must be seen to prove their guilt. The uniform regulations of the transport operation is carried out by the carrier contract or by another person except him, carrying the whole responsibility will carry over any dispute arising from a breach of contract damages, or loss of or delay in carrying their goods against her will be introduced.

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