

**INDIAN MARITIME UNIVERSITY**  
**(A Central University, Govt. of India)**

M BA (Port and Shipping Management) - Semester- II  
December 2015 End Semester Examinations

**Legal Aspects of Shipping**

Subject Code: PG21T1205

Time : 3 hrs

Max.Marks :60

Date: 16.12.2015

Pass Marks: 30

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**Section – A (MCQ)**

Answer all the questions (12x1Marks = 12 Marks)

1. Hague Visby Rules pertain to
  - a. Pollution liability
  - b. Carrier's Liability to cargo owners
  - c. Insurer's liability
  - d. None of the above
2. CONGEN B/L is normally issued for a
  - a. Liner cargo
  - b. Tramp cargo
  - c. Hazardous cargo
  - d. None of the above
3. Contract of Affreightment is a
  - a. Variant of Time Charter
  - b. Variant of Voyage Charter
  - c. Variant of Bareboat Charter
  - d. None of the above
4. Which of the following is a charter party?
  - a. NYPE
  - b. YAR
  - c. LOF
  - d. None of the above
5. The current version of INCOTERMS is divided into
  - a. 4 categories
  - b. 2 categories
  - c. 13 categories
  - d. 3 categories
6. Arranging Marine Insurance is a component of

- a. Commercial Ship Management Contract.
  - b. Technical Ship Management Contract
  - c. Crew Management Contract.
  - d. All of the above.
7. The legal principle of “stare decisis” is connected with
- a. Precedent
  - b. Admiralty law
  - c. Criminal Law
  - d. None of the above
8. In India, provisions of Salvage convention have been incorporated in
- a. Carriage of Goods by Sea Act
  - b. Merchant Shipping Act
  - c. Major Port Trusts Act
  - d. None of the above
9. Which of the following can be called as a Maritime Performing Party as per Rotterdam Rules
- a. Bank
  - b. Insurance company
  - c. Container Freight Station
  - d. None of the above
10. In India, an application for arrest of a ship can be made in
- a. High Court
  - b. Civil court
  - c. Criminal court
  - d. Supreme court
11. The convention relating to General Average adjustment process is
- a. York Antwerp Rules
  - b. Algiers Convention
  - c. Venice Convention
  - d. Aqaba Convention
12. Ship owner’s liability towards injury of a stevedore can be claimed from
- a. Hull insurance
  - b. Pollution liability fund
  - c. General Average contribution
  - d. Protection and Indemnity Insurance

**Section – B (200 Words)**

Answer any 5 out of 7 (5x4 Marks=20 Marks)

13. What are the INCOTERMS applicable for a trade involving sea transportation?
14. Name any 4 clauses in a Time charter contract?
15. Explain the concept of laycan with an example.
16. What is a tort? Give 4 examples of torts connected with shipping industry.
17. What is the role of ship's agent in the event of declaring General Average?
18. Explain the "Law & jurisdiction" clause in Bills of Lading and Charter parties.
19. Explain the principle of "indemnity" in marine insurance.

**Section - C ( 500 Words, Case Study/ Essay Type)**

First question of the section is compulsory (1x7Marks=7Marks)

Answer any 3 out of 5 (3x7 Marks=21 Marks)

20. MV Pioneer, the 25000 DWT vessel with 23000 MT wheat is enroute to Chittagong, Bangladesh.

The ETA of Pioneer is 10<sup>th</sup> December. Mr. David Charles, Commercial Director of Pioneer Marine Inc. (PMI), owners of MV Pioneer with its corporate headquarters in London is a worried man. He has received an advice from the Director of PMI based in Singapore about the risk of arrest of the ship in Bangladesh. David checked with his contacts in London as well as Dubai and all of them asked, "Don't you know that Bangladesh is not a safe place to send your ship?"

If you are in David's position, what would be your course of action?

21. Hamburg Rules are considered favourable to shippers - Discuss.
22. Draw a layout of a Bill of Lading and identify the various parts.
23. What are the important clauses in a voyage charter contract?
24. Explain the concept of Maritime Lien with examples.
25. What are the different risks faced by a ship owner and how a ship owner can protect himself by various types of insurance?

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