

Sem-II

INDIAN MARITIME UNIVERSITY
(A Central University, Govt. of India)
End Semester Examinations – June/July 2019
M.B.A (Port and Shipping Management) /
(International Transportation & Logistics Management)
Maritime Business Environment
PG22T2204 / PG21T2204

Date: 13-06-2019

Time: 3 Hrs

Max Marks :60

Pass Marks: 30

PART – A

Answer all the Questions.

12 x 1 = 12

1. A guarantee obtained by a creditor by keeping silence as to material circumstances is-
 - a. Valid
 - b. Voidable
 - c. Unenforceable
 - d. Invalid

2. A Seaway Bill is a document –
 - a. Similar to Shipping Bill
 - b. Similar to Bill of Lading
 - c. Similar to Bill of Entry
 - d. Similar to Airway Bill

3. Under International Convention for Civil liability for Oil Pollution, the ship owners' liability is –
 - a. Limited
 - b. Unlimited
 - c. Limited to the amount of claim
 - d. Limited to 50% of claim

4. A lien clause in a Bill of lading is –
 - a. Possessory lien
 - b. Statutory lien
 - c. Equitable Lien
 - d. Contractual Lien

5. A Multimodal Transport Document is a document of transport by-
- Sea
 - Air
 - Land
 - Land and Sea
6. The contributions to the fund under the Fund Convention for Oil Pollution are from
- Oil exploration Companies
 - Importers of Oil
 - Exporters of Oil
 - OPEC Countries
7. If a price is not determined by parties in a contract of sale, the buyer is bound to pay-
- The price demanded by seller
 - A reasonable price
 - Price demanded by buyer
 - Price to be determined by a third independent person
8. A 'Del Credere' agent is one who-
- Honour commitments made by the principal
 - Guarantee payment to the principal
 - Sell goods in his own name
 - Guarantees payment to the sub-agent
9. The death of the principal debtor releases the surety from his liability. True or False?
- True
 - False
 - Can't say
 - None of the above
10. The right of a bailee to retain goods for non-payment of charges is called-
- Contractual Lien
 - General Lien
 - Particular Lien
 - Equitable Lien

11. Safeguard Duty is imposed on goods-

- a. When imported goods pose a serious threat to domestic industry
- b. To prevent dumping goods by exporting countries
- c. When goods are imported at a price lower than the domestic price of the exporting country
- d. To safeguard exports of Indian goods

12. A Liner Ship is a-

- a. Private carrier
- b. Contract Carrier
- c. Gratuitous carrier
- d. Common Carrier

PART – B

(Answer any five out of seven)

All questions carry equal marks

5 x 4= 20

13. Briefly explain the salient features of SOLAS Convention.

14. '*Force Majeure*' is a major aspect of the 'Doctrine of Frustration' of contracts. Explain.

15. Explain 'e-Way Bill' and its functions under the GST Law.

16. What are the salient features of Merchant Shipping (Amendment) Act, 2014?

17. Incoterms involves physical, financial and liability aspects of both exporter and importer of goods. In this background, elaborate on the implications of a) EXW and b) CIF? (2 marks each).

18. What is ISM Code? What are its functional requirements? (2 marks each)

19. Which are the various ways by which a contract is discharged?

PART - C

(Question number 20 is compulsory and any three to be answered from the remaining)

4x 7 = 28

20. a) What is Lien?(2marks)
b) Which are the various types of Lien?(2marks);
c) Why is 'Maritime Lien' treated as a 'privileged lien'?(3marks)
21. a) Explain contract of 'Bailment'(2 marks).
b) What are the duties of Bailor(2 marks)
c) Bailee (3 marks)?
22. In a cargo claim, the court has decreed that the carrier is responsible to compensate a consignee for total loss of cargo consisting of 5 packages weighing 2.5 Tons with a total invoice value of USD 4000.00 (USD Four Thousand only). What will be the compensation amount in US Dollar if the carriage of the said cargo was under a Bill of Lading issued under Hague-Visby Rules, 1968? (Exchange rate: 1 SDR= USD 1.40)
23. Write a short note on Charter Party?(3marks) . What are the major differences between a Time charter Party and a Bare boat charter party?(4 marks).
24. What are the major differences between the Hague-Visby Rules, 1968 and the Rotterdam Rules, 2009?
25. Explain various ways by which a Sale contract is performed.
