

INDIAN MARITIME UNIVERSITY

(A Central University, Govt. of India)

End Semester Examinations –Dec 2019/Jan 2020

M.B.A (Port and Shipping Management) /

(International Transportation & Logistics Management)

SEMESTER: III

PG21T2304/ PG22T2304-Containerisation and Multimodal Transport

Date: 02.12.2019

Max Marks: 60

Time: 3 Hrs.

Pass Marks: 30

PART – A

Answer **all the questions**. All the questions carry equal marks.

12 x 1 = 12 Marks

01. A vessels designed to carry bulk cargo such as grain, fertilizers, ore and oil.
 - a) Normal vessel
 - b) Bulk carriers
 - c) Double carriers
 - d) None of the above
02. Goods shipped to an overseas agent when an actual purchase has not been made, but when the consignee agrees to sell the goods.
 - a) Shipped cargo.
 - b) Cargo overseas.
 - c) Special cargo.
 - d) Consignment
03. The ratio of passengers or freight actually carried versus the total passenger or freight capacity of a vehicle or a route is called
 - a) Load factor
 - b) Shipment factor
 - c) Cargo factor
 - d) None of the above
04. Longitudinal list means
 - a) Trim
 - b) Pitching & rolling
 - c) Bow pitching
 - d) Forward stern
05. The storage area for empty containers.
 - a) Factor depot
 - b) Container depot
 - c) Storage area
 - d) None of the above

06. The Lifting capacity of a ship, including cargo, fuel, ballast and crew. Reflects the weight difference between a fully loaded and an unloaded ship is called
- Registered weight
 - Net weight
 - Gross weight
 - Deadweight tons (dwt)
07. The Short sea shipping service which connects at least two ports in order for the freight to be consolidated or redistributed to or from a deep sea service in one of these ports.
- Non-Liner service
 - Tramp service
 - Feeder
 - None of the above
08. The following one is not a feature of Multi-Modalism
- Favors EDI in a National network linking the shipper and carrier.
 - Provides a dedicated service with each operator/carrier.
 - Operates under NVOCC or NVOG arrangements.
 - Co-ordinates the best features of the individual transport modes.
09. The following one is not an element of Multi Modal transport
- System concept
 - Management and Co-ordination
 - Control over cargo
 - Regulation
10. Ships that ply on fixed routes on published schedules is called
- Liners
 - Tramps
 - Chartering
 - None of the above
11. The penalty for exceeding free time allowed for loading/unloading under the terms of the agreement with the carrier.
- Loading charges
 - Demurrage
 - Estate Rentals
 - None of the above
12. The total cargo space available for a ship to carry commercial cargo. It excludes non-cargo revenue space, such as the engine room and stores.
- Gross registered tonnage
 - Net registered tonnage
 - Space registered tonnage
 - None of the above

PART – B

Answer any **Five** of the following questions.

5 x 4 = 20 Marks

13. Write short notes on “Dry storage container” and “Flat Rack Container”.
14. Explain the four categories of Non-containerizable cargo.
15. ‘Empty containers accumulate at demand centers, which must be efficiently repositioned to ensure the continuity of shipping Activities’- Comment
16. Cargo Stowage is the process of accommodating an item of merchandise in a transport Unit-Discuss
17. Explain the classification of Dangerous cargoes under IMDG
18. Explain the facets of Specialized Vessels in brief.
19. Write short notes on Hamburg rules?

PART - C

Question No.20 is compulsory and answer any three from the remaining five questions

4 x 7 = 28 Marks

20. A Case on Multimodal Transport

M/s Indo Rama Synthetcs (India) Ltd.
New Delhi- 110 001

... Plaintiff.

VERSUS

1. M/s MSC Agency (India) Pvt. Ltd.
New Delhi - 110065
2. M/s Mediaterranean Shipping Co. S.A.
Geneva, Switzerland

... Defendants

M/s. Indo Rama Syntehetcs (India) Ltd. hereinafter referred as plaintiff filed a suit for recovery of payment of Rs. 20,00,000/ against M/s. MSC agency (India) Pvt. Ltd. (hereinafter referred as defendant no.1) and M/s. Mediaterranean Shipping Co. S.A (hereinafter referred as defendant no.2).

Indo Rama Synthetics (India) Ltd is engaged in the business of manufacturing, trading supply of Synthetics Fiber. Indo Rama Synthetics (India) Ltd, for exporting its goods used to avail services offered by the defendants for shipping of the goods to the foreign countries. Plaintiff amongst other country also exports goods to Syria. The goods were being exported to Syria through Latakia Port. Defendant no.2 is principally based in Geneva and Switzerland and is carrying business of shipping goods from one country to another. Defendant no.1 is the appointed agent of defendant no.2 in India for the purpose of booking goods for shipping. The defendant promised that the goods booked to them Syria (Latakia Port) shall be delivered within a period of 28 days as per the schedule given on the website. In view of the representation, the plaintiff contacted the defendant for booking their goods for Syria and it was informed that since the goods are to be dispatched to Syria (Latakia Port) thus the goods are to be delivered only against a letter of credit. It was thus essential that the goods must be delivered within the specific period so that the same can be negotiated within the period of letter of credit. As otherwise, failure to deliver the goods within the schedule which would result into delay in negotiation of documents and/or buyer may refuse to receive the goods in which event the plaintiff would suffer heavy financial loss including overcharging interest by their banker. The defendant after having understood the specific requirements of the plaintiff that the goods booked through them should reach destination at Syria (Latakia Port) from Nhava Seva Port (Mumbai) within 28 days of the goods being handed over to them for shipment, it was promised that the consignment of goods will be delivered within time. The defendants duly affirmed and accepted the requirements of the plaintiff and reassured the plaintiff. On such reassurances and promise, the plaintiff handed over the following consignments to the defendant for transport/shipment to Syria (Latakia Port) from Nhava Seva Port (Mumbai), India.

The defendants however failed to keep their words, claims, assurances and promises that the goods shall be delivered within stipulated time at the destination. The consignment did not reach the destination within the period of 28 days as promised. The delay caused by the defendant in delivery of the said consignment was ranging between 19 days to 58 days as mentioned hereunder:

S.N	BOL NO.	BOL DATE Delivery Date	Scheduled Date of Delivery	Actual Delivery (Day)	Delay in
1.	MSCUMI677438	16Jan07	13Feb07	17Mar07	32
2.	MSCUMI684111	20Jan07	17Feb07	8Mar07	19
3.	MSCUMI683550	20Jan07	17Feb07	17Mar07	28
4.	MSCUMI682727	20Jan07	17Feb07	17Mar07	28
5.	MSCUMI685423	23Jan07	20Feb07	17Mar07	25
6.	MSCUMI686702	24Jan07	21Feb07	24Mar07	31
7.	MSCUMI696313	31Jan07	28Feb07	1Apr07	32
8.	MSCUMI713449	31Jan07	28Feb07	6Apr07	37
9.	MSCUMI698400	31Jan07	28Feb07	1Apr07	32
10.	MSCUMI698483	31Jan07	28Feb07	6Apr07	37
11.	MSCUMI699499	31Jan07	28Feb07	6Apr07	37
12.	MSCUMI701204	31Jan07	28Feb07	6Apr07	37
13.	MSCUMI711872	31Jan07	28Feb07	27Apr07	58
14.	MSCUMI717747	13Feb07	13Mar07	27Apr07	45
15.	MSCUMI719545	15Feb07	15Mar07	27Apr07	43
16.	MSCUMI719578	15Feb07	15Mar07	27Apr07	43

That due to the misconduct, default and deficiency on part of the defendant, the plaintiff suffered huge substantial losses. The business development and sales promotion of the plaintiff in the International market particularly in Syria has been adversely affected. The approximate loss suffered by the plaintiff in the business including export around 20,00,000/-. Plaintiff suffered actual loss of Rs. 25,05,224/ as per the actual delay in realisation of the amount from the bankers.

Plaintiff served legal notice dated 23.10.2007 upon the defendants calling upon the defendants to make the payment of the total damages of Rs. 95,05,723/ towards the said overdue interest charged from the plaintiff on account of delay, loss of expected business including export orders and loss of business on account of failure to fulfil the commitment made to the existing customers with 18% interest p.a. The notice was duly served upon the defendants. Defendants sent the reply dated 14.11.2007 admitting the delay in the shipment and also tendered an apology for inconvenience. The plaintiff claims in the present case with respect to the damages/over dues of Rs. 20,00,000/ though total claims of Rs. 95,05,523/.

Summons of the suit sent to the defendants, after instituted on 30.07.2008. Defendant no.1 filed written statement taking the objections that the goods were to be transported from ICD, Nagpur and were to be delivered

at Latakia, Syria. Plaintiff has filed bills of lading which are sole basis of the claim in the suit.

According to these bills of lading, the goods were to be delivered at Inland Container Depot, Nagpur in Maharashtra for carriage by rail and sea to its consignee in foreign territories. The bills of lading were issued at Nagpur. The goods were delivered at Nagpur were to be carried/discharged at the port of Lattakia, Syira in foreign territory.

Analyse the case, check whether the following question needs merit consideration:

- i) Whether this court has the territorial jurisdiction to entertain and try the suit?
- ii) Whether the suit is barred under Section 9 of the Multimodal Transportation of Goods Act, 1993?
- iii) Whether the suit is not maintainable as against the defendant no.1
- iv) Whether the plaintiff has right to maintain the suit?
- v) Whether the plaintiff is entitled to recover any amount from the defendant?
If
So, what amount and from which of the defendants?
- vi) Whether the plaintiff is entitled to any interest? If so, at what rate?
- vii) Whether the suit is within the limitation, according to Indian Contract Act?

21. Explain the landscape of Containerization?

22. Explain in detail the concept 'lashing of containers aboard ships'?

23. Explain in detail the insides of "Way bill".

24. Explain the Elements in Multi Modal transport

25. 'The liner shipping industry has made the process more efficient and changed the shape of the world economy' - Discuss
