

Indian Maritime University
(A Central University, Govt. of India)
End Semester Examinations – December 2022
Programme Name: MBA (ITL)/MBA (PSM)
Semester: II
Subject Code: PG22T2204/PG21T2204
Subject Name: Maritime Business Environment (MBE)

Date: 14.12.2022

Max Marks: 60

Duration: 03 Hrs

Pass Marks: 30

General Instructions

- (i) All Sections (A, B & C) are to be attempted.
- (ii) Options, if any, are specified in respective section.

Section A

Ten MCQs/ Fill in the Blanks of 01 Mark each – Choose the correct answer as applicable.

1. Specific Performance may be ordered by the Court when-
 - A. The contract is voidable
 - B. Damages are an adequate remedy
 - C. Damages are not an adequate remedy
 - D. The contract is uncertain
2. An Air Way Bill is a –
 - A. Negotiable Document
 - B. Non-negotiable document
 - C. Negotiable and Non-negotiable document
 - D. Not a Document
3. Port State Control is –
 - A. The only method to regulate and control sub-standard ships
 - B. An alternate method to regulate and control sub-standard ships
 - C. No remedy to regulate and control sub-standard ships
 - D. A failed system to regulate and control sub-standard ships
4. Consideration in Contract may be-
 - A. Present
 - B. Past

- C. Future
D. All Three above
5. 'A' lets 'B' for hire a car for his own driving.. 'B' gives car to 'C'. Termination at the option of 'A'. What type of Law of Tort comes in this case? –
A. Deceit
B. Negligence
C. Conversion
D. Misrepresentation
6. A Bailee fails to return the goods according to Bailor's direction. He takes reasonable care of the goods but still the goods are lost. The loss will fall on –
A. Bailee
B. Bailor
C. Both of them
D. Neither of them
7. The right of subrogation in a Contract of Guarantee is available to the –
A. Principal Debtor
B. Surety
C. Creditor
D. Indemnified
8. Under Sale of Goods Act, 1930, Goods means –
A. Only Movable Property
B. Only Growing Crops
C. Copy Rights
D. All Three above
9. An Agent has Right to retain (withhold) Principal's Money for unpaid Remuneration.
A. True
B. False
C. Case to Case Basis
D. None of the above
10. GST is levied on supply of all goods except-
A. Tobacco
B. Alcoholic liquor for human consumption
C. Healthcare services
D. All of the above

Section B

Five Questions of 02 Marks each

11. What is 'Bailment'?
12. Write a short note on STCW.
13. Differentiate between the principle of "Caveat Emptor" and "Caveat Venditor"
14. Define Charter Party. Which are the various types of Charter Parties?
15. What is the difference between a 'sub-agent' and a 'substituted agent'?

Section C

Seven Questions of 08 Marks each of which **any 05 questions to be answered.**

16. a) What are the duties of a Bailee? (5 marks); b). Who are the Bailees in Shipping & Logistics business? (3 marks)
17. Explain Port State Control. Why is it necessary?
18. What is Lien? (2 marks); Which are the various types of Lien? (3 marks) Why is 'Maritime Lien' treated as a 'Privileged Lien'? (3 marks).
19. a) What is a 'Contract of Indemnity' and a 'Contract of Guarantee'? (3 marks); b) Explain and illustrate the distinction between the two.(5 marks).
20. Explain various ways by which a Sale Contract is performed.
21. Which are the various ways by which a contract is discharged?
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 totally 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 (XDR)= USD 1.30)