

**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- II**

**PG21T2204/PG22T2204 –Maritime Business Environment**

**Date: 09.12.2019**

**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

1. Athens Convention of 1974 deals with liability with regard to:
  - a) Passengers
  - b) Luggage
  - c) Vehicles
  - d) All Three above
  
2. Limitation Period (Time Bar) under CLC Convention for oil pollution is:
  - a) 1 year
  - b) 2 years
  - c) 3 years
  - d) 4 years
  
3. Liquidated Damages means:
  - a) Damage caused by all types of liquids
  - b) Compensation for oil pollution
  - c) Compensation mentioned in the contract
  - d) Compensation amount to be decided by courts
  
4. Exclusion clauses excludes liability of:
  - a) Offeror and Offeree to a contract
  - b) Offeror to a contract
  - c) Offeree to a contract
  - d) Third parties to a contract
  
5. A quasi contract is:
  - a) A relationship resembling a contract
  - b) An Express Agreement
  - c) An Implied Agreement
  - d) A void contract

6. In a Bareboat Charter party the vicarious liability is of:
  - a) The Ship owner
  - b) The Charterer
  - c) The Broker
  - d) All three above
  
7. In a Contract of Guarantee, there are:
  - a) Two parties
  - b) Three parties
  - c) Four parties
  - d) None of the above
  
8. A Liner Ship is a:
  - a) Private Carrier
  - b) Common Carrier
  - c) Contract Carrier
  - d) None of the above
  
9. Rotterdam Rules 2008 is negotiated under the auspices of:
  - a) United Nations
  - b) IMO
  - c) International Chamber of Commerce
  - d) ILO
  
10. Under the Indian Arbitration Law, the number of Arbitrators should be:
  - a) In odd number
  - b) In even number
  - c) Not more than three
  - d) In any number
  
11. Carriage of Dangerous Goods by Sea is as per:
  - a) Hague-Visby Rules, 1968
  - b) MTO Act, 1992
  - c) Carriers Act, 2007
  - d) IMDG Code
  
12. A Lien Clause in a Bill of Lading:
  - a) Shipper's Lien on the ship
  - b) Consignee's Lien on the ship
  - c) Ship Owner's Lien on cargo
  - d) Charterer's Lien on Ship

## PART – B

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

5 x 4 = 20 Marks

13. Write a short note on IMDG (Hazardous) cargoes.
14. Doctrine of Frustration is an important ground for making a contract voidable. Explain.
15. What is Lien? Explain 'Contractual Lien' with examples.
16. Define and differentiate Contract of Sale and Agreement to Sell.
17. What are the duties of a Bailor and Bailee?
18. Which are the different types of Agents?
19. Write a short note on GST and its impact on Logistics business in India.

## PART - C

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

4 x 7 = 28Marks

20. A consignment of 6 packages totally weighing 2250 kilos with an invoice price of USD 5,000/- (USD Five Thousand only) were damaged and the court has decreed 'total loss' and that the consignee be suitably compensated under relevant law. What will be the Carrier's maximum liability in US Dollar if the Bill of Lading is issued under the Hague-Visby Rules, 1968? (For calculation purpose, take Exchange Rate: 1 SDR (XDR) = USD 1.40)
  21. Explain the differences between a contract of indemnity and a contract of guarantee.
  22. What is 'Common Carrier' and what are its obligations? Are there any 'exceptions' to these obligations?
  23. Briefly explain the salient features of STCW Convention 1978 including all amendments thereafter.
  24. List out the major points to be included in a 'Standard Liner Agency Agreement' and write a short 'Preamble' to an agreement with names of two fictional companies in mind.
  25. Explain in a tabular form the basic differences between the Hague-Visby Rules, 1968 and the Hamburg Rules, 1978.
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