

Name:	
Enrolment No:	

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, May,2019

Course: Maritime Law	Semester: VI
Programme: BA LLB (CL/EL) BBA LLB (CL/BFIL/ITIL) BCOM LLB (TL)	CC:LLBD311
Time: 03 hrs.	Max. Marks: 100
Instructions:	

SECTION A

S. No.	Write short notes on the following	Marks	CO
Q 1	Bill of Lading;	2	CO1
Q 2	Draft	2	CO1
Q 3	Free board	2	CO1
Q 4	Hague Visby Rules	2	CO3
Q 5	Salvage	2	CO1

SECTION B

Q 6	“Maritime Law is oldest separate legal system which is still surviving today.” Comment.	5	CO2
Q 7	What is Load Line Convention and what is its usage in the sea voyage by a ship?	5	CO3
Q 8	What is the difference between action in rem and action in personam in admiralty law?	5	CO2
Q 9	What do you understand by salvage? Explain with the help of statutory provisions.	5	CO3

SECTION-C

Q 10	<p>Owner of a ship let her by a charter party for a term of 1 year. It provided that the captain, officers and crew should be paid by the charterer and that the captain should be under the orders of the charterer as regards employment, agency or other arrangements; Charterer appointed Master and the rest of the crew. The only obligation of owner was to maintain the ship.</p> <p>(A) Who (Charterer or ship-owner) shall be liable to compensate if some damage is caused to a cargo by negligence of the crew?</p>	2*5=10	CO4
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	(B) Who (Charterer or ship-owner) shall be liable if some damage was done to cargo due to unseaworthiness of the ship?		
Q 11	<p>Certain Cargo was shipped under Bill of Lading marking the goods deliverable to the shipper or assignees. After the goods had arrived and been warehoused, the shipper indorsed the bills of lading in blank to a banker and deposited them with him as security for a loan. Neither the banker nor the shipper took possession of or dealt with the goods. Consequently they were sold by the customs authorities and could realize only customs duty and charges. Ship-owner has not yet got his freight.</p> <p>(A) Can the ship-owner sue the shipper as Contract of affreightment evidenced by Bill of Lading was a contract between carrier and shipper?</p> <p>(B) If the shipper does not pay back the loan and disappears, can the bank sue carrier?</p>	2*5=10	CO2

SECTION-D

Q 12	<p>On 01-01-2011, a vessel belonging to carrier, after loading cargo of shipper in the Indian port of loading left the port without issuing bills of lading or other documents required by the carrier company for the goods shipped by it. On reaching a foreign port of destination, despite the direction of the respondent company not to deliver the goods by reason of the buyer's failure to pay the agreed price, the carrier handed over the goods to the consignee. The shipper instituted a suit against the carrier on 01-05-2011 invoking the admiralty jurisdiction of the Andhra Pradesh High Court by means of an action in rem. The vessel was arrested when it entered the port of Vishakapatnam, and later released on the owner's furnishing security by way of Bank guarantee.</p> <p>Please deal with the following questions/issues on the basis of facts given above.</p> <p>(A) In the proceedings before the High Court, the appellant raised a preliminary objection as to jurisdiction stating that the suit against a foreign ship owned by a foreign company not having a place of residence or business in India, could not proceed on the admiralty side of the High</p>	10*3=30	CO4
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	<p>Court by an action in rem in respect of a cause of action arising entirely outside India.</p> <p>section 6 of the Admiralty Court Act, 1861, the only provision relating to cargo, confined itself to inward cargo only, and therefore the case did not fall under the ambit of section 6 of the Act; and that the arrest of the vessel in purported exercise of admiralty jurisdiction in rem concerning a claim relating to outward cargo, was null and void.</p> <p>(B) Can Indian Courts apply International Convention for the Unification of Certain Rules relating to the Arrest of Seagoing Ships, Brussels, May 10, 1952 Although India has not adopted the various Brussels Convention. Article 1 of this Convention reads:</p> <p>"Arrest" means the detention of a ship by judicial process to secure a maritime claim, but does not include the seizure of a ship in execution or satisfaction of a judgment.</p> <p>(C) Is Carrier liable to compensate? If yes then explain what were the duties of carrier which were violated.</p>		
Q 13	<p>Certain cargo was to be carried by a ship which was expected to arrive the next day. The ship did not arrive as expected and in anticipation of her arrival, the shipper obtained from the manager of the shipping company bills of Lading dully filled in. The shipper pledged the bills with a bank and obtained a loan and disappeared. The seller had not yet been paid so he had the goods seized. The ship sailed away without the consignment. The banker sued the shipping company. Answer the following questions:</p> <p>(A) Is Shipping Company liable to Compensate the bank?</p> <p>(B) Is there any difference between evidentiary value of a Bill of Lading against carrier in the hand of shipper and Bill of Lading in the hands of third party for consideration acting in good faith? If yes then explain with statutory provisions and examples.</p>	10*2= 20	CO3

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SECTION A

S. No.	Write short notes on the following	Marks	CO
Q 1	Hamburg Rules	2	CO3
Q 2	endorsee of the bill of lading	2	CO1
Q 3	Admiralty jurisdiction	2	CO1
Q 4	Indian ship	2	CO3
Q 5	registration of Indian ship	2	CO3

SECTION B

Q 6	Why Maritime Law is also referred to as “Common law of the sea”?	5	CO1
Q 7	Is Maritime Law a public law or Private Law? Give reasons.	5	CO1
Q 8	What do you understand by laytime and demurrage?	5	CO2
Q 9	What is the difference between maritime claim and maritime lien?	5	CO2

SECTION-C

Q 10	In the proceedings before the High Court, the carrier raised a preliminary objection as to jurisdiction stating that the suit against a foreign ship owned by a foreign company not having a place of residence or business in India, could not proceed on the admiralty side of the High Court by an action in rem in respect of a cause of action arising entirely outside India. Decide.	5	CO4
Q 11	A Bill of Lading was executed in the anticipation of arrival of the vessel but without goods being loaded on the vessel. This Bill of Lading was pledged by shipper to	2*5= 10	CO3

	<p>banker and he disappeared. Unpaid seller got the goods seized and Ship left without the goods. Answer the following:</p> <ol style="list-style-type: none"> Can the banker sue the carrier company? What the evidentiary value of bill of lading in the hands of 3rd party for consideration acting under good faith? 		
Q 12	<p><u>Article 1</u> International Convention for the Unification of Certain Rules relating to the Arrest of Seagoing Ships, Brussels, May 10, 1952 of Convention reads: "Arrest" means the detention of a ship by judicial process to secure a maritime claim, but does not include the seizure of a ship in execution or satisfaction of a judgment.</p> <p>Can Indian Courts apply this International Convention of 1952 Although India has not adopted/ ratified the same?</p>	5	CO3
SECTION-D			
Q 13	<p>Certain Cargo was shipped to a foreign port under Bill of Lading marking the goods deliverable to the shipper or assignees. After the goods had arrived and been warehoused, the shipper indorsed the bills of lading in blank to a banker and deposited them with him as security for a loan. Neither the banker nor the shipper took possession of or dealt with the goods. Consequently they were sold by the customs authorities and could realize only customs duty and charges. Ship-owner has not yet got his freight.</p> <p>(A) Can the ship-owner sue the bank for freight on the basis of bank being the holder of Bill of Lading?</p> <p>(B) Can the ship-owner sue the shipper as Contract of affreightment evidenced by Bill of Lading was a contract between carrier and shipper?</p> <p>(C) If the shipper does not pay back the loan and disappears, Can the bank sue carrier?</p>	10*3= 30	CO4
Q 14	<p>Owner of a ship let her by a charter party for a term of 1 year. The charter party provided that the captain, officers and crew should be paid by the charterer and that</p>	2*10= 20	CO4

the captain should be under the orders of the charterer as regards employment, agency or other arrangements; Charterer appointed Master and the rest of the crew. The only obligation of owner was to maintain the ship.

(A) Who (Charterer or ship-owner) shall be liable to compensate if some damage is caused to a cargo by negligence of the crew?

(B) Who (Charterer or ship-owner) shall be liable if some damage was done to cargo due to unseaworthiness of the ship?