

**Roll No.**  
**SAP ID**



**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES**

**Online End Semester Examination, Dec 2020**

**Course:** Maritime Law

**Course Code:** CLCC 3022

**Programme:** BBA LLB (BIFL/ITIL)/BCOM LLB /BA LLB

**Semester:** VII

**Time:** 03 hrs.

**Max. Marks:** 100

**SECTION-A**

- 1. Each Question carries 5 Marks**
- 2. Attempt all the questions**

<b>S. No.</b>	<b>Questions</b>	<b>Marks</b>	<b>CO</b>
1	Define action In Rem	5	CO1
2	Explain paramount clause in BOL.	5	CO1
3	Define Bill of Lading.	5	CO2
4	What are Hamburg Rules?	5	CO1
5	Explain the term Freeboard.	5	CO1
6	What do you understand by Waterline?	5	CO1

**SECCTION-B**

- 1. Each Question carries 10 Marks**
- 2. Attempt all the questions**

<b>S. No.</b>	<b>Questions</b>	<b>Marks</b>	<b>CO</b>
7	What is the difference between maritime claim and maritime lien?	10	CO3

8	The foundation of an action in rem, which is a peculiarity of the Maritime law, arises from a maritime lien or claim imposing a personal liability upon the owner of the vessel.” Comment.	10	CO2
9	“Period of application of Hague Visby Rules is, from the beginning of loading of the goods on the ship to the discharge from the ship. It gave rise to difficulty in holding a carrier responsible for damage/injury done to cargo during the time when the cargo is in custody of carrier. This difficulty was taken care of by Hamburg Rules.” DO you agree with the above statement? Give reasons.	10	CO3
10	Article 1 of 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.  Can Indian Courts apply this International Convention of 1952 Although India has not adopted/ ratified the same?	10	CO4
11	What is the Difference between Hague-Visby Rules and Hamburg Rules regarding liability of carrier?	10	CO2

**SECCTION-C**

**1. Each Question carries 20 Marks**

**2. Attempt all the questions**

S. No.	Questions	Marks	CO
12	The buyer contracts with sellers of New York to purchase certain chemicals and specified that the materials were to be packed in new fiber drums. The buyer thereafter opened and confirmed irrevocable letters of credit to be negotiated by his bankers' agents in New York. These agents were authorized to make payment to the sellers against "clean on board" bills of lading. When the sellers shipped the, goods by one of the appellant's vessels, the Mate's receipt given to the sellers on the arrival of the goods at the wharf described them as being packed in re-used drums.  The sellers then approached the appellant with a request to grant them a clean bill of lading as against the reference in the Mate's receipt to re-used drums. Upon the sellers	20	CO4

	<p>furnishing the appellant with an indemnity bond against any claims etc., the appellant issued them a clean bill of lading which described the re-used drums simply as drums.</p> <p>The sellers then negotiated the bills of lading against the letters of credit and obtained payment of the contract price. When the shipment arrived in India it was discovered that the drums contained only coal dust and not the chemicals ordered.</p> <p>The Respondent instituted the present suit against the bank and the appellant.</p> <p>Decide.</p>		
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