

MARITIME LAW

Time: 3 Hrs.

Maximum Marks: 50

Part A

I. Write notes on any **FOUR** of the following: (4x5=20 Marks)

- (a) *Mare Liberum & Mare Clausum*.
- (b) Arrived ship & Notice of readiness.
- (c) York Antwerp Rules.
- (d) Flags of Convenience & Genuine link.
- (e) Defense of compulsory Pilotage.
- (f) Misrepresentation and Disclosure in Marine Insurance.

Part B

Answer any **TWO** questions (2x6=12 Marks)

II. *Warrior of the Sea* is a vessel registered in Sultanate of Aruba. She was hijacked by the Aruba Liberation Organization which is a militant group. Few passengers onboard were killed by the militants. While on the High Sea, armed guards on board a merchant ship registered in Republic of Maja confronted the hijackers and took control of the *Warrior of the sea*. The hijackers were then brought to Maja, accused of piracy and tried as pirates. Can they be tried as pirates under UNCLOS III or under any other Intl. Convention?

III. *MV Sea Gull* a bulk carrier was chartered under a Voyage charter party. Port of Karnak was nominated as the load port. A period two days was stipulated as the lay time. When *MV Sea Gull* reached the port, no berths were available and she was on 5th Nov.2023 ordered to anchor at the Mercury Bar, a point some 17 miles from the dock area but within the administrative limits of the port. She was admitted to the berth in the port of Karnak after 16 days. The owners contend that *MV Sea Gull* was an arrived ship at the Mercury Bar and hence the lay days would start to run from 5th November 2023. Charterers deny the same. Decide.

IV. '*Blue Marline*' a luxury yacht was bought by X from Y while she was lying in Norway. The yacht was to be delivered to England and was, until her arrival, at the risk of the Y. On the voyage to England, the vessel sustained some damage. The buyer X claimed upon the policy that he had taken, and was indemnified for the loss by the Insurer. Later the insurer sought to recover the money back from X claiming that policy claim was met under a mistake of fact. Insurer contends that since the risk was on Y the buyer X has had no insurable interest. Decide.

Part C

Answer any **TWO** questions (2x9=18 Marks)

V. What is the justification for limiting the liability of a ship owner? When can a ship owner successfully limit his liability?

VI. *“Salvage is a peculiar concept because generally one has no right to be compensated for voluntary action, no matter what benefit he may have conferred upon others.”* What are the essential prerequisites for a successful salvage claim?

VII. With the help of case law examine the Responsibilities and Liabilities of a Carrier under the Carriage of Goods by Sea Act, 1925.
