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PRESIDENCY UNIVERSITY

Presidency University Act, 2013 of the Karnataka Act No. 41 of 2013 | Established under Section 2(f) of UGC Act, 1956
Approved by AICTE, New Delhi | Approved By BCI
Bengaluru

Even Semester Mid Term, March 2026

Date: 10/03/2026

Time: 11:45 AM - 01:15 PM

Course Code: LAW4031

Course Name: Law of Carriage

Semester: Eight Semester

Max. Marks: 50

Weightage: 50%

CO - Levels	CO1	CO2
Marks	30	60

PART-A: Answer Following Questions. 10 M

Qn.No	Questions	M	CO	BT
1	Define contract of carriage.	2	CO1	BT2
2	What is limitation of liability?	2	CO1	BT2
3	What is marine insurance?	2	CO1	BT2
4	Define deviation in maritime law.	2	CO1	BT2
5	What is admiralty jurisdiction?	2	CO1	BT2

PART-B: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
6	Define "common carrier" and explain how its liability differs from that of a private carrier.	10	CO1	BT2
7	Discuss the nature of liability imposed under the Carriers Act, 1865	10	CO1	BT3

PART-C: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
8	Explain the legal significance of a Bill of Lading in maritime commerce.	10	CO2	BT2
9	Discuss Charter Party Agreements, distinguishing between voyage charter, time charter, and demise charter. Analyze legal issues arising from allocation of control and risk with	10	CO2	BT4

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PART-D: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
10	Examine the extent of liability of railway administration for loss, damage, or delay in carriage of goods under the Railways Act, 1989. Discuss statutory defenses and compensation mechanisms with the help of relevant case study..	10	CO2	BT4
11	Critically analyze the legal nature, functions, and evidentiary value of a Bill of Lading. How does it operate as a document of title?	10	CO2	BT5

PART-E: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
12	<p>A cargo of industrial machinery was shipped under a Bill of Lading issued at Mumbai for delivery in Singapore. During transit, the vessel deviated from the agreed route to pick up additional cargo. Subsequently, the goods were damaged in a storm. The shipowner seeks protection under limitation of liability provisions, claiming the storm was an inevitable accident.</p> <p>Discuss:</p> <ul style="list-style-type: none">• The legal effect of deviation in maritime law• Doctrine of sea worthiness• Applicability of international conventions governing carriage by sea Whether limitation of liability can be invoked in the present case.• Provide a reasoned legal opinion.	10	CO2	BT2
13	<p>A multinational logistics company transported high-value goods by road across multiple Indian states. The goods were stolen during transit due to overnight parking in an unsecured location. The carrier relies on an exclusion clause in the transport contract limiting liability for “loss arising from unforeseen circumstances.”</p> <p>Examine: Liability of common carriers under the Carriers Act, 1865 Validity of exclusion clauses in carriage contracts</p> <p>Burden of proof in case of loss</p> <p>Remedies available to the consignor</p> <p>Advise the parties with supporting legal principles.</p>	10	CO2	BT3