



Even Semester End Term Examination, May / June 2026

Date: 15/05/2026

Time: 01.00 PM - 04.00 PM

Course Code: LAW4031

Course Name: Law of Carriage

Semester: Eight Semester

Max. Marks: 100

Weightage: 50%

CO - Levels	CO1	CO2	CO3	CO4	CO5
Marks	24	32	52	32	40

PART A: Answer Following Questions. 20 M

Qn.No	Questions	M	CO	BT
1	What is the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017? State its primary purpose.	2	CO1	BT1
2	Explain the doctrine of 'freedom of navigation' as it relates to carriage by sea.	2	CO1	BT1
3	What is a 'freight forwarder'? How does it differ from a carrier?	2	CO2	BT2
4	Explain the term 'General Average' in maritime law with an example.	2	CO2	BT2
5	What are ICAO's functions?	2	CO2	BT1
6	Define 'multimodal transport document' and state its characteristics.	2	CO4	BT1
7	State any two obligations of a shipper under the Rotterdam Rules, 2009.	2	CO2	BT2
8	What are the features the Montreal Convention, 1999?	2	CO3	BT1
9	Explain 'multimodal transport' under International carriage system	2	CO2	BT2
10	State any two rights of a passenger under DGCA regulations if a flight is cancelled.	2	CO2	BT2

PART B: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
11	Explain the difference between a common carrier and a private carrier. What are the main duties and liabilities of a common carrier	10	CO1	BT2

	under the Carriers Act, 1865? Give two examples.			
12	What are the rights and duties of a carrier under the Railways Act, 1989? Explain the procedure a passenger or consignee must follow to claim compensation for lost or damaged goods.	10	CO1	BT2

PART C: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
13	Explain Bill of Lading? Explain its nature, functions, and legal importance in carriage by sea. How is it different from a Charter Party?	10	CO2	BT2
14	Write a note on the Hague Rules, 1924 and the Hamburg Rules, 1978. What are the main differences between them in terms of carrier liability?	10	CO2	BT2

PART D: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
15	Explain the legal framework of carriage by air in India under the Carriage by Air Act, 1972. Explain the carrier's liabilities for passengers, baggage, and cargo?	10	CO3	BT2
16	Explain the Warsaw Convention, 1929? How was it changed over time and what were the main improvements made by the Montreal Convention, 1999?	10	CO3	BT2

PART E: Answer Any 1 Following Questions. 15 M

Qn.No	Questions	M	CO	BT
17	Ramesh booked a flight from Mumbai to Delhi on a domestic airline. The flight was delayed by 6 hours due to a technical problem. The airline offered only a bottle of water. Ramesh missed an important job interview and suffered a loss. Answer: (a) What are Ramesh's rights under DGCA regulations for flight delay? (b) Can he approach the Consumer Commission under the Consumer Protection Act, 2019? (c) What compensation can he claim? (d) Which forum should he approach for the best remedy?	15	CO3	BT3
18	Sunita shipped 200 boxes of textiles from Chennai to London by sea. On arrival, 50 boxes were found damaged due to water leakage from the ship's roof. The carrier said it was due to bad weather (Act of God). The Bill of Lading was governed by the Hague Rules. Advise Sunita on: (a) Is the carrier liable for the damage? (b) Can the 'Act of God' defence succeed here? (c) What is the carrier's duty of seaworthiness? (d) How should Sunita file her claim?	15	CO3	BT3

PART F: Answer Any 1 Following Questions. 15 M

Qn.No	Questions	M	CO	BT
19	Vijay Transports, a road transport company (common carrier), was hired to carry electronic goods worth ₹5 lakhs from Delhi to Bengaluru. During transit, the goods were damaged because the driver took a wrong route and the vehicle overturned. The company now says the consignment note limits their liability to ₹50,000. Analyse: (a) Is Vijay Transports liable as a common carrier? (b) Is the limitation clause in the consignment note valid? (c) What is 'wilful neglect' and does it apply here? (d) What can the consignee do to recover full compensation?	15	CO4	BT4
20	Discuss the role of arbitration in settling transport disputes. Why do parties prefer arbitration over courts in carriage law? Explain with reference to any two international arbitration institutions used in shipping disputes.	15	CO4	BT4

PART G: Answer Any 1 Following Questions. 20 M

Qn.No	Questions	M	CO	BT
21	Priya Cargo Pvt. Ltd., a common carrier, accepted a consignment of 100 mobile phones (value: ₹8 lakhs) from Ahmedabad to Kolkata by road. During transit: (i) 30 phones were broken due to careless loading by the carrier's staff; (ii) 20 phones were stolen by an unknown person after the vehicle was parked overnight without proper locking; (iii) 50 phones were delivered safely. The carrier claims total exemption from liability citing an 'exclusion clause' in the consignment note. Advise the consignee on: (a) Nature and extent of Priya Cargo's liability under the Carriers Act, 1865 for broken phones; (b) Liability for stolen phones — is 'act of a third party' a valid defence?; (c) Validity of the exclusion clause — can it completely remove all liability?; (d) Remedies available to the consignee; (e) Whether the Consumer Protection Act, 2019 applies.	20	CO5	BT4
22	Trace the development of international law on carriage of goods by sea from the Hague Rules (1924) to the Rotterdam Rules (2009). Explain the main features of each set of rules and discuss whether the Rotterdam Rules are better for cargo owners than the earlier conventions. Also state India's current position on adopting these international rules.	20	CO5	BT4