

**DIRECTORATE OF DISTANCE EDUCATION
NALSAR UNIVERSITY OF LAW, HYDERABAD**

M.A. (MARITIME LAWS)

Academic Year: 2025-2026

**Third Semester Repeat Examination – Online Proctored Examination
(December, 2025)**

2.3.8. The Law of Shipping Contracts

Duration of the Examination: 2 ½ hours

Total Marks : 70 marks

INSTRUCTIONS TO CANDIDATES

- a) Read the instructions carefully and adhere to the same.
 - b) Please mention your Name, DDE ID No., date of the exam, name of the programme, name of the subject, total number of pages on the first page and write the page numbers in sequence on each sheet before upload.
 - c) The questions to be interpreted as given and no clarification can be sought.
 - d) Clearly indicate the question numbers while answering them. Answers without question numbers / wrong question numbers will not be evaluated.
 - e) Write the answers clearly and neatly. Answers in illegible handwriting will not be taken into consideration.
 - f) Candidates need to check the scanned and pdf converted file before uploading, whether all pages are scanned properly and the same is in sequence and clearly visible.
 - g) Candidates are prohibited to use phones or any other electronic devices, books, material etc. during the Examination.
 - h) Copying from any source including from other students is strictly prohibited. Plagiarism is considered as a serious academic mis-conduct and the University will take action as it deems fit.
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Section – A

Answer FIVE questions out of SEVEN questions and each question carries 10 marks. (5 x 10 marks = 50 marks)

1. Mr. Majnu, the owner of a furniture showroom published an advertisement in local newspaper stating "Special festive offer: Elegant wooden dining sets available at ₹ 25,000 for the first 10 customers only"

Ms. Neha Rajesh reads the advertisement and visits the showroom to purchase the dining set, but the shopkeeper refuses, saying that the offer was meant only for customers who received a personal invitation through email.

Aggrieved by this Ms. Neha Propose to approach the court of law, before approaching the court, she approached you to understand the various kinds of offers and whether present newspaper advertisement amounts to offer or not, Advise.

2. A Shipping company namely M/s. Gana carriers Ltd, entered into a voyage charter party agreement with M/s. Green Exports Pvt. Ltd for transporting iron ore from Chennai Port to Singapore. during the voyage, the vessel was delayed due to congestion at the loading port and bad weather. the chartered refused to pay demurrage, claiming that the delay was beyond their control. The ship owner, argued that the lay time had expired and invoked the demurrage clause in the charter party.

As a legal advisor, examine the usual clauses of a charter party that are relevant to this dispute. discuss how the clauses on lay time, demurrage and exceptions would determine the rights and liabilities of the parties under maritime law.

3. Explain the various modes of discharge of Contract under Indian Contract Act, 1872.
4. Marine Tech Shipyards Limited agreed to build a bulk carrier for Oceanwave Shipping Co. for ₹ 1500 Cr. to be delivered in 24 months. due to delays in supply of materials, Marine Tech invoked the force majeure clause, but Oceanwave sought to terminate the contract for breach of contract and claimed the damages.

As a legal advisor, identify the important clauses in a shipbuilding contract that would determine the rights and liabilities of both parties.

5. Critically evaluate the impact of new commercial practices on liner contracts of carriage.
6. Critically analyse the classification of Contractual terms with special reference to the marine contracts.
7. Explain the role of Block chain and smart contracts in shipping and transport contract.

Section – B

Answer FOUR questions out of SIX questions and each question carries 05 marks. (4 x 5 marks = 20 marks)

8. Write a short note on Express termination Rights.
9. "A Contract made without consideration is void". Critically comment and also explain the exception to the above statement.
10. Write a short note on Electronic Signature.
11. Explain the concept and significance of International Commercial Terms (Incoterms) in international trade. Discuss the how different incoterms define the rights, duties, costs and risk transfer between buyer and seller.
12. Write a short note on various stages of ship building contract.
13. Write a short note on Shipment Contracts.