

NAROTTAM MORARJEE INSTITUTE OF SHIPPING

Main & No. of Supplement = 3

Candidate's Roll No.

MUMBAI

Examination :- Final yr. ~~FIRST YR.~~ / ~~FINAL YR.~~ / ASSOCIATESHIP / FELLOWSHIP

Month June Year 20 25 TOTAL MARKS

Subject Law of Sea Transport.

January

Q	1	2	3	4	5	6	7	8	9	10	11	12	Total
M	10	12	15		15		15						67

WRITE BELOW

Q.5) b) → ship Rege. Registration.

In 21stth section of merchant shipping Act 1958, if the individual or firm / organisation / owner of ship should citizen of the country. ~~with~~ can register the vessel under country Registry office. and ship should. Not Registered he will receive the certificate of registration from the ~~country~~ countries registry office. Also it should legally cleared for the Registration.

Importance of ship Registration:-

- i) Every ship having GRT Above 15, have a mandatory to have flag Registration of the country.
- ii) It will Allow owner's to have benefit's from the country. In term priority, vessel Assistance, Taxation.
- iii) Settlement of claim's. (Assitant with.)
- iv) without ship Registration the ~~company~~ countries Jurisdiction can arrest the vessel.
- v) Registration is Important to ~~to~~ allow the ship to travel globally / International waters.
- vi) ~~Such flag of country also allow ship to~~
- vi) for Global Acceptance in Shipping market
- vii) To enter in other countries water & ports.
- viii) ~~Ship should not Register with another country.~~

Provision of Registering vessels

- to Register vessel in a country having some.

~~Some~~ provision's & Document's Requirement.

- i) vessel build certificate.
- ii) Ship Survey Report
- iii) ownership ~~Deed~~ Deed's
- iv) Vessel Age.
- v) Citizenship of the Country.
- vi) should not be pre Registered.

As per Merchant Shipping Act 1958: Section - 5 -> If a vessel owner (individual or firm, have citizenship of the country, he can ~~register~~ - Register the vessel and opt the flag of the Country.

Registration of vessel has been done by the countries ship Registry office's mainly stationed at the countries major ports.
for example In India.

Ship Registry offices are in Mumbai, Kolkata, & Chennai.

Q.5) A) towage -

towage is assistance given to the ship / barge to berth in the port. for the bigger ship entering in shallow / Draft Restricted water, they use towage assistant to berth the vessel. - in this master of the ship stop the engine ~~at the~~ to safeguard the propeller & quay damage.

towage can is mainly divided into Tug & Tow. - Tugs are used for the berthing of the vessels, ~~or moving the barge~~ Towing etc

for the barges / Flat barges. Towing of ship also done. if the vessel got in distressed state.

In marine adventure, Tugboat place ample Role in Salvage operation. they were specially Design with the power capacity to Tow the vessel. ~~Term's of Towage.~~

-i) Tow =

Tow stands for giving Assistance to any ship who is in distress situation. ship to ship, Towage, also done. in salvage operation. ~~Reg~~ Ship's + Tugboat gave Tow assistance to shift the vessel to safe berth.

ii) Tugboat :-

Tugboat are the small type of service vessels which are used to support vessels to berth & sail in the ports.

Towage became salvage in below condition,

- ship made with collision and the master have declared the emergency.

- the salvage organisation can try to tow the vessel if possible. to remove from struck location.

- many time if the vessel grounded with the help

of Tug's it can try to shift back to ~~the~~ waters.

→ Towage ~~can assist~~ plays Important Role in Salvage. if the Tugboat can assist to Rescue, the crew from the ship.

~~Also As After they are Res~~

- salvage is a 'prevention of loss' the Towage

- can bring the vessel in good state and can

minimise the ~~chances~~ chances of vessel sink
 Can. Immediate help with fire on ship. as
~~sum~~ Some Tug's have the water Desponders.

Q.7) b) Case → Yes, the order is correct,
 Explained below.

Kirti AKTI shipping Co. MS. petroleo, Brasilario
 S.A. S.A.

- clause 3 :- charter period clause.

clause 18 :- similar to clause 3 more with
 period expiry.

clause 50 :- offhire clause.

As mentioned above clause's have been agreed
 by the charterer & shipowner in their charter
 - party.. Agreements.

As per Terms.

clause 3 :- have agreed charter period
 of 11 months & 15 days molco. so additional
 days to count in charter option.

clause 18 :- to the provision of clause 3.

the vessel is under chartering period. &
 Charterer can use the vessel, and also can
 Request the owner's for Extended Time for
 redelivery.

On ~~the~~ 13th march 2001 charter informed
 owners that they were exercising their

option to extend the final date of the charter to 14th June 2001, which is under the agreed in ~~clause~~ clause 18.

Conclusion:-

As per clause 3 & 18. charter can Request the owner for the extension. also Court have check the charter party agreement. As per the Agreed clause. and. Rejected the owner's claim.

a) → In below issue.

→ Yes order is correct as per below.

Clause 3 & clause 18 of Cp Term. of charterparty, can allow the charter to Request ~~for the~~ to use the exercised their 15 day option.

As Cp term having clearly mentioned. the charter period agreed. is ~~11 months~~ 11 months. 15 days. more or less at charter's option.

A Ship's under. Time charter Agreement with the owner the charter have right to use the exercised ~~to the~~ 15 day's molco option. As the Cp term Agreed. so the court will be investigate & check the Cp term agreed. to verify the case.

As per clause 3 - charter period clause, it will be clarify that in molco option the Charter's can use the exercised day's.

- Q.3) I) COA - Contract of Affreightment
- II) FOB - Free on board.
- III) LOU - Letter of undertaking
- IV) IMB - International maritime Bureau.
- V) BL - Bill of Lading.
- vi) CFR - Cost and freight.
- vii) NOR - Notice of Readiness
- viii) SDR - Special Drawing Rights
- ix) ETA - Estimated Time of Arrival.
- x) CY - Container yard
- xi) LC - ~~the~~ Letter of Credit
- xii) IMO - international maritime Organisation
- xiii) ETD - Estimated Time of Departure.
- xiv) LOP - Letter of protest.

XV) ISPS = International ship & port facility Safety Code.

XVI) ROB = Return on Board.

Q.2) → General Average :- Procedure:-

It's a situation when ship owner have to extraordinary sacrifice, in unforeseen event during his voyage adventure, to compensate the loss. General Average help to distribute the loss in all the contributors.

Average is define as Loss in shipping. below are the General Average procedures. As follows:-

- the Damage should Extraordinary and not be taken due to consideration Contributory Benefits

- the sacrifices should be Relevant to the Cause.

- Ship engine, Anchor lost can be Consider only if it has done to Less the Damage of the ship.

- Verification of the sacrifices made by the Shipowner to the same ship

- Admiralty Jurisdiction Can take charge of such claim's

- Sound value of the cargo & ship must be in consideration

- After that all the sacrifices made intentionally

For the ship to save from the damage & to complete the voyage.

~~Verification of~~

- Cargo Gettision, is also considered in the -
- Genet General Average.

- Shipowner can claim the sacrifices from the Hull H&M and P&I club insurances As per the Damages Act.

- General Average can help to manage the loss & share with the other parties.

1) Care of cargo under Hague Rule.

Hague Rule 1924, apply only for the bill of lading, No Deck cargo & Live animals covered.

Care of the cargo utmost important in the shipping while the cargo in the shipowner's custody. Below Care's addition care can be taken under Hague Rule.

- i) Proper Loading & stuffing
- ii) the vessel crew should be skilled.
- iii) No overstowing of the cargo.
For example heavy pieces on small piece.
- iv) Segregation of hazardous cargo.
- v) Spillage awareness
- vi) Fire Fighting Arrangements
- vii) No Deck Cargo Loading
- viii) Proper packing of the cargo.

**NAROTTAM MORARJEE
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No. of Supplement :1.....

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Subject Law of Sea Transport

WRITE BELOW

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01/07

Q.3) b) 1) Rotterdam Rules :-

Rotterdam Rule's ~~are~~ came into Concept in December 2008. the Rule's give Right & obligation to the person's who involve in Carriage of the goods. shipper / consignee. this Rule is has ~~not~~ Revised. from the Hague Rule, ~~it~~ & Hamburg Rule. .

this Rule allow multimodal Scope of transportation (Ship + road + Rail). As it helps for the Door to Door Concept. the operator have full Control of the cargo. A.

Door to door Concept :-

Door to Door Concept in Transportation is ~~Deliv~~ ~~e~~ stated as End to End Also. where MTO will pick up the cargo from the shipper's factory & Delivering the cargo the concerned Consignee's factory. As fast Development in Digital Commerce, Rotterdam Rules have good ~~the~~ Digital Coverage to manage the door to door service.

2) Liability of non-localized damage :-

In some scenario. As Rotterdam Rule, follow the multimodal option. there can be chances of the non-localized damage & preexisting damages - the liability of such damages can be on the operators. as a MTO operator ~~area~~ using of latest technology can help them to provide end to end service.

3) Limitation Liability.

- Limitation in the scope of delivery.
- Limitation in scope of manpower
- Liability will be limited but effective in Rotterdam Rules.

Rotterdam Rule has replaced the Hague Rule, & Hamburg Rule. For MTO operators and the end to end, Rotterdam Rule is preferred.

Q.2) 3) General Average Procedure:-

General Average. Defined Average means loss. General Average will act in unforeseen situation when ship owner has to take extraordinary sacrifices to complete the voyage. The sacrifices can be ship & cargo. ~~in the~~

As per York Antwerp Rule. General Average will be only act if the ~~cause done~~ shipowners. Sacrifices should be intentionally for the same safety of the vessel, and not for the individual benefit. The damage should be real.

Below are the ~~General~~ General Average procedures:

i) Damage Case Received:-

Prior General Average procedure, there should be a damage case to be considerable.

~~is~~ ~~of~~ Applicable

ii) To Application of GA:-

The Jurisdiction will check the case & then decide to consider it for GA or not.

iiB) Appointment of procedure.

GA Act will Appoint the procedure to Verify the Sacrifice

iv) Arrival of the goods:-

procedure will check the case thoroughly before making the decision

v) Procedure with to submit Report:-

the procedure to submit proper report to the jurisdiction also can give the Report to Ship, owner & other parties Involved.

vi) Final Settlement:-

there will be final settlement of contributory value among the ~~ship owners~~ ship owners & the cargo owners if GA applicable.



Q. 1) → As a legal practitioners shall suggest to opt the multimodal transport document. As this document of MTO cover all means of transport ship, sea, Road & Rail, also, the cargo is palm oil. So MTO can suggest various option to the Seller. Such as - Tank Container opt

- Flexi bag's in Tank Container.

- IBC

it is → As a MTO ~~it with~~ he can provide cost & service like Door to Door. In this service, all the liability of the transportation will be on the

on the MTO operator. He will be compensated by the seller in form of Freight + Transportation combined cost.

Multimodal Transportation of Goods Act 1993, allow MTO to manage the Carriage of in a better way. It can benefit both Shipper & Consignee. as the party involved for carriage of Goods will be individual. an MTO can opt other services from different organisation.

Q.2) 2) ~~enforcement of maritime liens & Arrest.~~

Q.2) 3) Alternative Danger

- major dangers in shipping can be analysed as follows.

- i) war risk
- ii) ~~str~~ weather issue
- iii) piracy
- iv) perils of sea

~~th~~)

from above danger there could Alternative Danger can be possible. ~~Crew can scutt~~ 5

- i) Crew can scuttled the vessel.

* An oil tanker loaded oil worth \$50 million from Kuwait to Italy but it never reached, a vessel has been discharged in Africa & crew member scuttled themselves, and request for the salvage & claim.

- ii) ~~th~~ of wrong classification of dangers goods.

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WRITE BELOW

4/01/07

Q.2)

5) → the damages,

when the ship is lost.

- Capital loss. / financial loss
- Salvage charges. (Rescue of crew)
- ~~Towage~~ charges
- ~~Wreck~~ removal.
- pollution penalty (If unforeseen not the case)
- Loss of lives.
- Cargo loss.
- Collision Liability. - Freight loss

when the ship is damaged but not lost

- wreck Removal.
- marpol penalty.
- Collision Liability.
- Salvage.
- Towage.
- Sacrifices, Intentional.
- ship equipments.
- loss of freight. (If not prepaid).