MB-123F

Sl.No. :

Total No. of Pages : 2

Fourth Semester M.B.A. Degree Examination, June - 2023

(Non CBCS) (SLM Scheme)

MANAGEMENT

International Trade Law (Elective - F)

Time : 3 Hours **Max. Marks : 80**

SECTION - A

Q1) Answer any Five Sub-questions. Each question carries 3 marks. **[5 × 3 = 15]**

a) National treatment
b) Import trade
c) Anti-dumping
d) Foreign trade
e) GATS
f) Standards and safety
g) TRIPS

SECTION - B

Answer any Four sub-questions. Each question carries 5 marks. **[4 × 5 = 20]**

Q2) Define the role of customs law.

Q3) Explain the role of New theory of trade.

Q4) What is Transnational Commercial Laws?

Q5) Explain the rules of international carriage of goods.

Q6) Mention the relationship between SEZs and international trade.

Q7) Write a note on Free trade and WTO.

SECTION - C

Answer any three questions. Each question carries 10 marks. **[3×10=30]**

Q8) Enumerate the role of WTO in relation to International Trade.

Q9) Explain the role of TRIPS in relation to IPR.

Q10) What are the basic features of GATS.

Q11) Explain the trade remedies in the WTO.

Q12) Explain the role of SEZs in international trade.

SECTION - D

Q13) Case Study (Compulsory) **[1 × 15 = 15]**

The Ist party and IInd party are freight forwarding companies the Ist party in Australia and the IInd in Fiji. The parties had a long standing business, relationship. In this instance the Ist party took delivery of leather from Italy and shipped it to Fiji. The shipment was consigned to the defendant under cover of a way bill. With the shipment were 2 further way bills issued by the Ist Party and naming the Italian suppliers as the shippers and Island furniture and the 3rd party as consignees. The latter waybills contained special instruction there was to be C.O.D payment before the goods were released. There were additional written instructions as to the required C.O.D. payment on the way bill.

The consignments went to Island furniture without payment. The leather was made into furniture which was sent to Australia and subsequently Island furniture went into receivership. The Ist party issued proceedings against the defendant seeking damages for breach of contract and negligence. The defendant denied liability but in case of liability sought indemnity form the 3rd party on the basis that the leather shipment had been consigned to the 3rd party.

Questions :

a) Examine the liability of II party in above Consignment agreement.

b) How liability can be imposed to the party for recovery of COD payment in the above case. Elucidate.