



Name:

Enrolment No:

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

Online End Semester Examination December, 2021

Course: Information Technology Law and Policy

Semester: VII

Programme: B. Tech .,LL.B-CSE& IPR

Course Code: CLCB4002

Time: 03 hrs.

Max. Marks: 100

Instructions: Attempt all questions

**SECTION A
(Scan and upload)**

5Qx4M=20 Marks

S. No.		Marks	CO
Q 1	What are the two kinds of keys which a digital signature makes use of?	4	CO1
Q2	Describe the various types of agreements formed through websites.	4	CO2
Q3	Discuss the authentication of Electronic Record under Information Technology Act?	4	CO1
Q4	Discuss the main issues of consumers in e-commerce?	4	CO2
Q5	Explain the essentials of a valid contract?	4	CO1

**SECTION B
(Scan and upload)**

(4Qx10M=40 Marks)

Q6	How can vicarious liability of an intermediary be established with regard to copyright infringement in cyberspace? Discuss the 'Fonovisa test' in detail.	10	CO1
Q7	State and explain the provision of the IT Act bestows blanket protection on the Intermediary from liability?	10	CO2
Q8	How do you define Vicarious liability of intermediary with respect to copyright violation?	10	CO2
Q9	Explain the three kinds of hackers.	10	CO3

**SECTION-C
(Scan and upload)**

2Qx20M=40 Marks

Q10	<i>“The doctrinal foundation of the right to privacy in India rests on the trilogy of decisions in <u>M.P. Sharma vs. Satish Chandra</u>, <u>Kharak Singh vs. State of U.P.</u> and <u>Govind vs State of Maharashtra</u>. Of these, the decision in <u>M.P. Sharma</u> does not adjudicate on constitutional protection of a privacy right. Further, <u>Kharak Singh</u>, while rightly acknowledging that ‘life’ under Article 21 is not a right to “animal existence”, suffers from an internal inconsistency that where on the one hand the regulation permitting domiciliary visits was struck down on the rationale of privacy without expressly using the term, on the other</i>		
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	<p><i>it recorded the absence of constitutional protection of privacy. These two contradicting views cannot co-exist and the two decisions, to the extent that they hold that the Constitution of India does not protect privacy, are overruled.”</i></p> <p>Stressing on the concept of ‘privacy’</p> <p>Answer the following questions :</p> <p>a. Which provisions deal with the punishment for violation of privacy under Information Technology Act?</p> <p>b. Explain the Justice K.S. Puttuswamy v. Union of India with respect to validity of AADHAR Act?</p> <p>c. Explain the key highlights of Draft Personal Data Protection Bill, 2018.</p>	<p>5</p> <p>10</p> <p>5</p>	<p>CO4</p>
<p>Q11</p>	<p>SHOPATWESTEROS is a leading e-commerce company which deals in a number of household and luxury items. As a part of their sales gimmick, during the festival of Diwali it has announced a huge sale. One, Mr. Jon Snow, resident of Delhi, India accessed company’s website www.shopatwesteros.in, and placed an order of valyrian steel mixer grinder. He received a confirmation email and a dispatch email on his registered email id from “SHOPATWESTEROS”. Mr. Snow paid Rs.20,000 (discounted rate) for the mixer grinder manufactured by Lannister India Ltd, worth Rs. 35,000. The mixer grinder was delivered at the residence of Mr. Snow, but as soon he started using it, the rotating blade did not work properly, the plug kept sparking and occasionally caused minor electrical shocks on touching. Thus, he went to the service center of Lannister India and asked for replacement of the mixer grinder. The service center arranged for replacement but even the replaced mixer did not work properly. Mr. Snow made a complaint to Lannister India Ltd. and insisted for replacement or refund of the money, but the service center did not do so. It was reported by the service center that there was infact sparking problem and it assured to provide services and repair the part, but Mr. Snow refused to avail the services. Frustrated by the incompetency of the service centre, he filed a complaint in the District Consumer Forum, Delhi against the manufacturer, online seller and “SHOPATWESTEROS” for refund since it was a defective product and claims compensation of Rs. 90,000/-. However, on the website of SHOPATWESTEROS, it was specifically written</p>		

	<p>in the terms and conditions: “<i>Any dispute relating in any way to the Program or this Agreement will be adjudicated in courts in Bangalore (Karnataka) and you hereby consent to exclusive jurisdiction and venue in those courts. You further acknowledge and agree that our rights in the Content are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.</i>” Based on the above problem, answer the following questions?</p> <p>a. What kind of website is “SHOPATWESTEROES”? Distinguish between passive, interactive and automatic website with the help of suitable examples?</p> <p>b. Whether Mr. Snow entered into any contract with e-commerce company “SHOPATWESTEROS”.</p> <p>c. Discuss the jurisdictional issue in e-commerce sector in the light of legal provisions under Civil Procedure Code and cite relevant case laws.</p>	<p>10</p> <p>5</p> <p>5</p>	<p>CO4</p>
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