

Name:

Enrolment No:



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

End Semester Examination, December 2019

Course: Information Technology Law

Semester: VII

Program: B.TECH.(CSE), LL.B. (Hons.) Cyber Laws 2016

Time: 03 hrs.

Course Code: LLBL462

Max. Marks: 100

Instructions: Attempt all questions

S. No.		Marks	CO
Q 1	Which court has jurisdiction over matters pertaining to the Cyber Appellate Tribunal (CAT)?	2	CO1
Q 2	Distinguish between Public key and private key?	2	CO1
Q 3	Describe the offence of 'hacking' with computer system as provided under the Information Technology Act, 2000	2	CO3
Q 4	What are the three kinds of business model in e-commerce?	2	CO1
Q 5	Explain the valid essentials of a valid contract?	2	CO2
SECTION B			
Q 6	Whether Section 65 B certificate to make an electronic evidence admissible is necessary? Explain in detail the admissibility of electronic evidence with respect to India with the help of cases?	10	CO 3
Q 7	Discuss the authentication of Electronic Record under Information Technology Act? Explain with the help of diagram the functioning of Asymmetric crypto sytem?	10	CO 1
SECTION-C			
Q 8	Briefly explain the punishment for publishing or transmitting of material containing sexually explicit act, etc. in electronic form as per Section 67 A of The Information technology Act, 2000 as amended. Discuss Bazeed case and recent cases on the issue mentioned?	10	CO 3
Q 9	Explain the vicarious liability of an intermediary with respect to copyright infringement in cyberspace? Discuss in detail 'Fonovisa test'. Whether the same test could be applied in India.	10	CO 4
SECTION-D			
Q 10	Explain cyber defamation under Information Technology Act? Analyze the judgement of Shreya Singhal v. Union of India in the light of Article 19(1) of the Constitution of	15	CO 4

	India. What changes have been brought under the draft guidelines on Intermediary 2018?		
Q 11	<p>During Navratri, e-commerce company “SHOPATHOME” announced huge sale. One, Mr. Abhishek Jha, resident of Delhi, India accessed company’s website www.shopathome.in, and placed an order of Whirlpool washing machine. He received a confirmation email and a dispatch email on his registered email id from “SHOPATHOME”. Mr. Jha has paid Rs.20,000 (discounted rate) for the washing machine manufactured by Whirlpool of India Ltd. worth Rs. 35,890. The washing machine was delivered at the residence of Mr. Abhishek, but as soon he started using it, washer motor was overheating, spin bucket was also not working properly and also drainage problem. Thus, he went to the service center of Whirlpool and asked for replacement of the washing machine. The service center arranged for replacement of washing machine but again the said washing machine was not working properly. Mr. Abhishek made a complaint to Whirlpool of India Ltd. and insisted for replacement or refund of the money, but the service center did not do so. Although, it was reported by the service center that there was draining problem. Service center assured to provide services and repair the part, but Mr. Abhishek refused to avail the services. Frustrated Mr. Jha made a complaint in District Consumer Forum, Delhi against the manufacturer, online seller and “SHOPATHOME” for refund since it was a defective product and claims compensation of Rs. 90,000/-. However, on the website of SHOPATHOME, it was specifically written 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. Whether Mr. Abshkek who purchased goods from e-commerce website falls under the definition of ‘Consumer’ under Consumer Protection Act, 2019. Draft a consumer complaint on behalf of Mr. Abhishek Jha?</p> <p>b. Whether District Consumer Forum, Delhi has jurisdiction in the matter? Discuss the</p>	10	CO 2 CO 2

	jurisdictional issue in e-commerce sector in the light of legal provisions under Civil Procedure Code and cite relevant case laws.	10	
Q 12	<p>Discuss the concept of ‘privacy’ under Indian Constitution Act, 1950?</p> <p>Answer the following questions :</p> <p>a. Which section deals with the punishment for violation of privacy under Information Technology Act?</p> <p>b. What is the maximum punishment provided for violation of privacy under the Information Technology Act?</p> <p>c. Analyse the recent judgment of Justice K.S. Puttuswamy v. Union of India with respect to validity of AADHAR Act?</p> <p>d. Discuss the key important points of Draft Personal Data Protection Bill, 2018.</p>	<p>3</p> <p>1</p> <p>1</p> <p>5</p> <p>5</p>	<p>CO1</p> <p>CO3</p> <p>CO3</p> <p>CO3</p> <p>CO4</p>