

Name:	
Enrolment No:	

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Term Examination, December- 2019

Course: Internet Regulation and Jurisdiction
Programme: B.TECH.(CSE), LL.B. (Hons.) Cyber Laws
Time: 03 hrs.
Instructions: Attempt all questions

Semester: XI
C. Code: LLBL663
Max. Marks: 100

SECTION A
Attempt all questions

S. No.	Fill in the correct answers to the following questions.	Marks	CO
Q 1	What do you mean by “Data Diddling”?	2	CO2
Q2	What do you understand by ‘jurisdiction of a civil court’?	2	CO2
Q3	Distinguish between ‘Information’ and ‘Data’ under the legal provisions of Information Technology Act, 2000?	2	CO1
Q4	Make a distinction between subject matter jurisdiction and pecuniary jurisdiction?	2	CO1
Q5	What is the limit of State Consumer Commission under Consumer Protection Act, 2019?	2	CO1

SECTION B
Attempt all questions

Q6	Explain the legal provision of Section 20 of the Civil Procedure Code and its interplay with Section 134 of Trade Mark Act? Discuss <i>Burger King Corporation v. Techchand Shewakramani & Ors.</i> , and other relevant cases?	10	CO2
Q7	In what circumstances forum state can exercise jurisdiction over an out of state defendant in U.S? Discuss elaborately <i>Zippo Manufacturing v. Zippo dot com.</i> ?	10	CO3

SECTION-C
Attempt any two questions.

Q8	The ever-extending scope of Section 66A Information Technology Act, 2000 covering even the trifling of acts may lead to chaos in day-to-day life of common citizens. In light of the above statement analyze the actus reus and mens rea of the abovementioned cyber crime. What was the maximum punishment, which could have been imposed in such cases?	10	CO3
Q9	Explain the offer and acceptance in electronic contracts? Whether email communication falls under instantaneous or non instantaneous communication. Explain with the help of legal provisions under Indian Contract and IT Act and also refer <i>Bhagvan Das v. Girdharilal Lal</i> case?	10	CO2

SECTION-D

Q10	The Plaintiff company ran a English news channel “WAKEUP” which was launched in March 2002. The Plaintiff claimed to have adopted the mark “WAKEUP” since		
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	<p>01.1.2002. The Plaintiff had applied for the registration of the said mark and the said applications were published in the trademarks journal also. The Plaintiff was also the owner of the domain name “WAKEUP TV” which was registered on 18.11.2003. The channel was made available for live viewing on the said website. Defendant hosted a website “wakeuptv.com” which the Plaintiff came across in January 2007 while carrying out an internet search. The website contained the words “WAKEUP TV” which were displayed prominently inside the sketch of a television. An action was initiated in Delhi High Court to injunct the Defendant from using the domain name <u>www.wakeuptv.com</u>. In resisting the said suit, the Defendant took stand that this court was not a court of competent jurisdiction not being the appropriate forum/forum conveniens. In as much as Defendants did not reside or work for gain in India, it was only the District Court Arizona that was the appropriate forum/forum conveniens to decide the dispute.</p> <p>In light of the given facts answer the following questions-</p> <ol style="list-style-type: none"> What kind of suit will be instituted against the defendant for the said act? What is the extent of the burden on the Plaintiff to prima facie establish that the forum court has jurisdiction to entertain the suit? What is the concept of personal jurisdiction? Does the Defendant fall within the personal jurisdiction of the Delhi High Court? Explain the ‘minimum contact theory’? 	<p>4</p> <p>4</p> <p>4</p> <p>4</p> <p>4</p>	<p>CO3</p> <p>CO2</p> <p>CO2</p> <p>CO3</p> <p>CO2</p>
<p>Q 11</p>	<p>The way in which the internet allows data to be produced, collected, combined, shared, stored, and analyzed is constantly changing and re-defining personal data and what type of protections personal data deserves and can be given. For example, seemingly harmless data such IP address, key words used in searches, websites visited, can now be combined and analysed to identify individuals and learn personal information about an individual. From information shared on social media sites, to cookies collecting user browser history, to individuals transacting online, to mobile phones registering location data – information about an individual is generated through each use of the internet.</p> <p>On the basis of the above, answer the following questions:</p> <ol style="list-style-type: none"> Explain how data is protected under the current Information Technology Act? Discuss privacy under Indian Constitution Act, 1950? What do you mean “informational privacy” as discussed in Puttuswamy Judgment? Whether Privacy is a Fundamental Right in India? Explain. Do you think Aadhar should be linked to social media? Critically analyse the Personal Data Protection Bill, 2018 	<p>3</p> <p>3</p> <p>3</p> <p>3</p> <p>3</p>	<p>CO1</p> <p>CO2</p> <p>CO2</p> <p>CO3</p> <p>CO4</p>

<p>Q 12</p>	<p>Before one week of Diwali, e-commerce company “EASYTOSHOP” announced huge discount on various products. One, Mr. Rocky Singh, resident of Raipur, India accessed company’s website www.easytoshop.in, and placed an order of Sony Smart TV. He received a confirmation email and a dispatch email on his registered email id from “EASYTOSHOP”. Mr. Singh has paid Rs.30,000 (discounted rate) for the Sony Smart TV manufactured by Sony India Pvt. Ltd. worth Rs. 45,890. The TV was delivered at the residence of Mr. Singh, but as soon he started using it, was also not working properly and also screen was damaged and also there was a sound problem. Thus, he went to the service center of Sony 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. Singh made a complaint to Sony India Pvt. 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 sound problem. Service center assured to provide services and repair the part, but Mr. Singh refused to avail the services. Frustrated Mr. Singh made a complaint in District Consumer Forum, Delhi against the manufacturer, online seller and EASYTOSHOP” for refund since it was a defective product and claims compensation of Rs. 90,000/-. However, on the website of EASYTOSHOP, 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. Rocky Singh who bought goods from e-commerce website falls under the definition of ‘Consumer’ under Consumer Protection Act, 2019. Draft a consumer complaint on behalf of Mr. Singh?</p> <p>b. Whether District Consumer Forum, Raipur has jurisdiction in the matter? Discuss with the help of recent case laws ?</p>	<p>8</p> <p>7</p>	<p>CO2</p>