

**DIRECTORATE OF DISTANCE EDUCATION
NALSAR UNIVERSITY OF LAW, HYDERABAD**

Post-Graduate Diploma in Cyber Laws (Batch 2020 – 2021)

Take Home – Annual Examination (June, 2021)

Paper I – 1.1. Cyber Jurisprudence & E-Contracts

TOTAL MARKS: 100

INSTRUCTIONS TO CANDIDATES

- a) Read the instructions for Take Home Examination carefully and adhere to the same.
 - b) *Please mention your name, ID No., subject name and total number of pages on the Answer Sheet.*
 - c) *Clearly indicate the question numbers while answering them.*
 - d) *Answer all the five questions and each question carries 20 marks.*
 - e) *The answer for the 10 marks / 15 marks question it should be 800 – 1000 words and for the 4 marks/ 5 marks question it should be 200 words.*
 - f) *Since this is a take home exam, we expect your answers to be analytical rather than straight answers.*
 - g) **Copying from any source including from other students is strictly prohibited. Plagiarism is considered as a serious academic mis-conduct and the University will take action as it deems fit.**
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1	
(a)	There is a school of thought that argues that when there are special courts which decide on matters which require subject matter specialization, the doctrine of precedent that a ruling of a higher Court is binding on the lower Court, has to yield to views of the specialists. Discuss with examples (10 Marks)
(b)	Discuss the role of Adjudication and TDSAT under Information Technology Act and how their decisions contribute to the development of Cyber Jurisprudence with example. (10 Marks)
2	
(a)	Discuss the role of Alternative Dispute Resolution (ADR) in Cyber Justice system with special reference to the ITA 2000 which provides for dispute resolution through Adjudication and Appellate Tribunal (5 Marks)
(b)	“Right to Freedom of Expression and Right to Life are two fundamental rights guaranteed by the Indian Constitution but are often under mutual conflict” Explain the importance of the two fundamental rights with reference to the reasonable exceptions provided in the Constitution (5 Marks)
(c)	Google Search listed extracts of a book on Baba Ramadev which had been held defamatory by a competent Court. Google was asked to remove the appearance of the defamatory content in the search results. Google refuses to remove the content on the ground that it is an “Intermediary” and also “Google is a global platform”. Petitioner contends that defamation occurs to a victim in India both locally and globally

	because of the search results and hence Google has to remove the content. Google also contends that it may agree to remove the content from searches made from India only and not for searches made outside India for which the Indian Court lacks jurisdiction. Discuss the issues of the responsibility of Google as an intermediary to the users in India and for content uploaded from India. Section 79 of ITA 2000 states inter-alia: “Notwithstanding anything contained in any law for the time being in force but subject to the provisions of sub-sections, an intermediary shall not be liable for any third party information, data, or communication link hosted by him” and The provisions shall not apply if- upon receiving actual knowledge, or on being notified by the appropriate Government or its agency that any information, data or communication link residing in or connected to a computer resource controlled by the intermediary is being used to commit the unlawful act, the intermediary fails to expeditiously remove or disable access to that material on that resource without vitiating the evidence in any manner” (10 Marks)
3	
	Discuss the role of ICANN in regulating the Name and Number space on the Internet (5 Marks)
	What is UDRP (Uniform Dispute resolution policy) and INDRP and how do they address issues arising out of confusingly similar domain names (5 Marks)
	A Company (Indo commerce Ltd) in India has a trade mark registration for the mark “MoneyKlick” and the company wants to launch three websites www.moneyKlick.in, www.moneyklick.com and www.moneyklick.indocommerce.com. The company finds out that there is a running website www.moneyclick.com in USA. However there is no active trademark registration in USA for “moneyclick” or “moneyklick”. Discuss the domain name related risks associated with the launching of the websites and how they can be mitigated (10 Marks)
4	
(a)	Briefly explain the different ways by which an electronic document may be authenticated in India for judicial validity. If two parties A in India and B in USA agree to use an authentication system such as “Adobe sign” in which a document service provider like Adobe provides a service to certify the signature on a document, discuss the judicial validity of the authentication in Indian and US Courts. (10 Marks)
(b)	Mr Raju maintains a Bitcoin wallet where he holds bitcoins worth Rs 15 lakhs. Mr Raju also has a website where he has acquired many digital assets for consideration such as digital paintings, digital memorabilia etc. Mr Raju maintains access to these digital assets through a “Digital password manager”. The “digital password manager” is accessed through a password supported by second factor authentication of OTP on his mobile. Unfortunately, Mr Raju passes away suddenly and his sons Suresh and Mahesh inherit all his properties through a registered will.

	The registered will does not mention any digital assets for which Raju had created a “Digital Will” at a service provider “trustwill.com” which is a US based organization. Discuss the implications of inheritance and how Suresh and Mahesh can legally transfer the digital assets to their control. (10 Marks)
5	Write Short Notes on any 4 of the following: (5 x 4 = 20 Marks) (a) Unconscionable Contracts (b) E-Sign (c) Stamp Duty payable on a Digital Contract (d) Automated responses by E Commerce Servers and their implications in law (e) A Contract of sale of personal data (f) Verification of age of a minor in a social media (g) Digital Money