

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

**P.G.DIPLOMA IN CYBER LAWS
2019 – 2020**

Take Home - Annual Exams (August, 2020)

PAPER II - 1.2 E-Commerce & Taxation

TOTAL MARKS: 100

INSTRUCTIONS TO CANDIDATES

- a) Please mention your name, ID No. and Subject name on the Answer Sheet.***
- b) Only typewritten answers will be accepted.***
- c) Clearly indicate the question numbers while answering them.***
- d) Answer all the questions given below. Each question is for 25 Marks.***
- e) Every answer should be ideally within 1000 words only. The word limit is mentioned to give an approximate idea about the length of the answer.***
- f) Cut and paste of any material either from reading material or from internet will result in rejection of answer-sheet, which means a failure with zero marks. No plagiarism.***
- g) If the answers of two students are similar, it will be presumed that both the students consulted each other and two answer sheets will be cancelled.***

Answer the following questions:

1. What are the various challenges before stakeholders with regard to evolution of e-governance in India? Discuss.
2. Mr. Ramesh had ordered a vacuum cleaner from Hxazon.com a web portal for consumer durables. The order was listed as a product to be supplied by a private distributed Alfa & Co. Since it is a unique arrangement on the Hxazon .com where the private agencies can list their product on paying a commission of 5% to the website. The products are listed with description and have a return policy of defective product within a period of fifteen days. After receiving the product when Mr. Ramesh found that the product is not in working condition and demanded refund from the Hxazon .com, he was told that for the third party seller there is no liability on the part of the Hxazon .com as they are mere facilitator and he has to contact Alfa & Co. directly. It was also alleged by the Hxazon .com that the terms and conditions are already printed on the back of the invoice sent to him along with the product. Surprisingly the terms are only getting printed on the physical copy of invoice, where the website or the e-copy of bill does not have any mention about these terms. Against this concern Mr. Ramesh wishes to pursue a case against the Hxazon .com.

You are supposed to brief him a legal recourse based on the general principle of E-contracts and remedy provided under the relevant law.

3. Mr. A, who was employed in Beta & Co. India, was dismissed from his service on the ground of insubordination and later he joined an employment in Australia. In an act of revenge Mr. A started sending derogatory, defamatory, obscene, vulgar, filthy and abusive

emails to his previous employers as also to different subsidiaries of the said Beta & Co. India, with the aim to defame the company and its Managing Director Mr. B. Mr.B filed a suit for permanent injunction restraining Mr. A from doing his illegal acts of sending derogatory emails to the company and its employees at Hyderabad Civil Court.

Considering the facts of the case, determine the jurisdictional validity of Indian Court also under what provision the case can be registered against Mr. A.

4. Write short notes on the following: (5X5 marks = 25 marks)

- (i) Role of e-governance in India
- (ii) Benefits of online platform for small businesses
- (iii) Characteristics of B2B e-commerce
- (iv) Role of intermediaries in transmission
- (v) Digi-Meta Contracts