

<b>Name:</b>	
<b>Enrolment No:</b>	

**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES**

**End Semester Examination, December 2018**

**Course: Information Technology Law**

**Course Code: CLLT7005**

**Semester: I**

**Programme: LLM LT & EL**

**Time: 03 hrs.**

**Max. Marks: 100**

**Instructions: Attempt all questions.**

**SECTION A**

S. No.	Question	Marks	CO
Q1.	Information Technology is an alternative to _____method of communication and _____ of information.	2	CO1
Q2.	The Information Technology Act, 2000 was enacted by the Parliament to rectify the _____ _____adopted by the General Assembly.	2	CO1
Q3.	The definition of ‘electronic signature’ provided under Section 2(1) (ta) was inserted by Information Technology (Amendment) Act,_____. a) 2005 b) 2008 c) 2009 d) 2010	2	CO1
Q4.	The provisions dealing with E- Governance are specified under chapter_____ of the Information Technology Act, 2000. a) Chapter II b) Chapter III c) Chapter IV d) Chapter V	2	CO1
Q5.	The authentication to be affected by use of asymmetric crypto system and hash function is known as: a) Public key b) Private Key c) Digital Signature d) E- governance	2	CO1

**SECTION B**

Q6.	Explain the historical background, Object, Extent, Scope and Commencement of the information Technology Act, 2000.	10	CO1
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Q7.	What are the various ways in which an Online Contract can be concluded? What is the instantaneous communication rule being followed in case of Online Contract? Explain various provisions of the Information Technology Act relating to the E-Contracts.	10	CO2
<b>SECTION-C</b>			
Q8.	Cyberspace is the virtual world where no territorial boundaries exist. It is the 'transnational' element of the borderless cyberspace, which leads to one of the most cryptic issue of jurisdiction. Discuss the various principles and tests to determine internet jurisdiction.	10	CO2
Q9.	IT Act 2000 has introduced many amendments in the Indian Evidence Act, 1872. Discuss the provisions relating to admissibility of electronic evidence and presumptions regarding the digital signature, Electronic – Record.	10	CO1
<b>SECTION-D</b>			
Q10.	Arpit is a Sr. Officer working in the BPO company, XYZ Ltd. at Gurgaon and allowed to work from his home at Delhi. Arpit while working from his home entered into a contract with another company ABC Ltd. Delhi on behalf of his XYZ Ltd. wherein the clause 'all the dispute arises and ABC exclusive jurisdiction of court at Gurgaon'. Later on a dispute arises and ABC Ltd. file the case at Delhi Courts claiming that Arpit has executed the online contract from Delhi only and as such the jurisdiction of the court at Gurgaon is not made out. Examine this case with help of relevant provisions of Indian Contract Act & Informational Technology Act, 2000.	10	CO3
Q11.	"The Internet has fast become a key instrument for the exercise of the right to freedom of expression". In the light of this statement, discuss the Right to freedom of speech and expression in cyberspace with particular reference to Section 66A of Information Technology Act as laid down by Supreme Court in the matter of ' <i>Shreya Singhal v. Union of India</i> (2015).	20	CO3
Q12.	a) Mr. Kiran uses Ms. Rekha's identity to chat over the Internet. While chatting, Mr. Kiran gives Ms. Rekha's name, address and phone numbers and uses obscene language. Ms. Rekha received several unwanted telephone calls from	10x2 =20	CO2 & CO3

many parts of the globe. Did Mr. Kiran commit any offence? Decide whether Ms. Rekha has any remedy.

- b) Anoushka Shanker's e-mail account is hacked by Junaid an old friend, he attempts to blackmail her using her photographs, what is his liability?

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**SECTION A**

S. No.		Marks	CO
Q1.	Information Technology Act, 2000 came into effect on _____	2	CO1
Q2.	Section _____ of Information Technology Act, 2002 deals with the legal recognition of electronic records.	2	CO1
Q3.	Digital Signatures created and verified using_____ a) Program b) Graphical coding c) HTML d) Cryptography	2	CO2
Q4.	The provisions dealing with Cyber Contraventions are specified under chapter____ of the Information Technology Act, 2000. e) Chapter VII f) Chapter IX g) Chapter X h) Chapter XI	2	CO1
Q5.	What will be the place of contract in case of <i>instantaneous communication</i> ?	2	CO3

**SECTION B**

Q6.	Can authors claim right for their work in Cyberspace? Write a note specifying moral rights and other rights of authors in cyberspace.	10	CO1
Q7.	Explain E- Commerce. What are the advantages and disadvantages of E-commerce? Explain different barriers to its adoption in India.	10	CO2

**SECTION-C**

Q8.	<p>“Online contract is a contract that governs the use of a Website by netizens of the site. So, if the netizens want to use the web, they must agree on the contract that sometimes and usually referred to as terms of use agreement”.</p> <p>In light of the above statement, discuss the existing legal jurisprudence in India pertaining to online contracts.</p>	<b>10</b>	<b>CO2</b>
Q9.	<p>Jurisdiction in cyberspace is a complex issue. Do you think that the Public and Private International law along with conflict of laws would be able to resolve this jurisdictional complexity? Elucidate.</p>	<b>10</b>	<b>CO4</b>

**SECTION-D**

Q10.	<p>Arushi Talwar’s mobile is traced after 15 months and then the data was retrieved from her mobile phone. Whether the retrieved data of mobile phone be used as an evidence against the accused? In light of the above statement also explain what is computer generated Evidence and nature of its admissibility along with relevant provisions.</p>	<b>10</b>	<b>CO3</b>
Q11.	<p>Mr. Prem, a data thief hacked the computer system of People’s Bank at Noida and illegally accessed credit and debit card numbers of 100 customers. Mr. Prem then illegally increased the credit limit of all credit cards and changed the communication addresses so that the credit card statements never reach the original card holders. The credit card company suffers huge loss. What are the cyber crimes committed by Mr. Prem? What is the remedy?</p>	<b>15</b>	<b>CO3</b>
Q12.	<p>Mr. Deva an employee of ‘Soft Solutions Inc.’, a famous software development company sends derogatory, defamatory and obscene emails frequently about the company’s Managing Director to many company’s business associates with an aim to tarnish the image and goodwill of the company. Is there any remedy available to Soft Solutions Inc. and its Managing Director?</p>	<b>10</b>	<b>CO3</b>
Q13.	<p>In <i>Shreya Singhal v. Union of India</i>, the Supreme Court has quashed the controversial section 66A of the Information Technology Act, 2000. Section 66A has been invoked repeatedly to staunch dissent and even the mildest criticism of political figures in the country. The section penalized anyone who used the internet to send messages that</p>	<b>15</b>	<b>CO3</b>

	<p>were “grossly offensive” and “menacing” and the scope of the provisions clearly violated constitutional guarantees of freedom of speech. Discuss the right of speech and expression in cyberspace in the light of the above judgment.</p>		
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