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(Pages : 2)

Reg. No.....

Name.....

**FIVE YEAR B.A., LL.B. (HONOURS.) / B.Com., LL.B. (HONOURS) /  
B.B.A., LL.B. (HONOURS) DEGREE EXAMINATION, APRIL 2024**

**Ninth Semester**

**F.L. 32—INFORMATION TECHNOLOGY LAW**

(2019 Admissions—Regular / 2018 Admissions—Supplementary)

Time : Three Hours

Maximum : 75 Marks

**Part A**

*Write short notes on any five of the following.*

*Each question carries 3 marks.*

1. Shrink-wrap agreement.
2. Internet Protocol Services.
3. Ethical hacking.
4. Internet taxation.
5. Software piracy.
6. Sui Generis Database Right.

(5 × 3 = 15 marks)

**Part B**

*Answer any three of the following problems.*

*Each problem carries 10 marks.*

7. 'X' unauthorizedly accessed the computer of 'Y' and obtained her email password and afterwards fraudulently sent a message to 'P', Y's uncle, through Y's email and under Y's email signature for transferring a sum of Rs. 2 lakhs in an account number mentioned in the email. Has 'X' committed any crime under the Information Technology Law ? Decide referring to judicial decisions.
8. In a case, where fake profile of an Indian resident is created on the Facebook, the police issued notice to Facebook, under section 91 of Cr. P.C to provide the IP address and data of the fake profile within 1 month. Facebook did not provide the data as requested. Police filed the Charge Sheet against the offender and also making Facebook liable for abetment. Facebook contends that it is protected under section 79 of the IT Act, 2000, being an intermediary. Examine whether the contention of Facebook is tenable.

**Turn over**

9. 'A' is a Senior Officer working in the BPO company, XYZ Ltd. at Bangalore and allowed to work from his home at Kottayam. 'A', while working from his home, entered into a contract on behalf of XYZ Ltd. with another company PQR Ltd., Delhi, wherein it was agreed to confer exclusive jurisdiction in regard to all disputes arising out of the contract on the civil Court at Bangalore. Later on, a dispute arose and PQR Ltd. filed the case in the Delhi Court claiming that the online contract was executed at Delhi and as such the jurisdiction of the court at Bangalore is not made out. Decide the maintainability of the case at Delhi with the help of relevant provisions of the Indian Contract Act and of the Information Technology Act, 2000.
10. CTV is the operator of an Internet news domain www.ctv.com. CRITO is the owner of the copyright in broadcasting and reproduction rights pertaining to cricket tournaments. CTV, without any permission from CRITO, has been providing updates on cricket scores through its domain name www.ctv.com. CRITO has filed a suit against CTV for infringement of its copyright in the broadcasting and reproduction rights regarding the T-20 tournament. Advise CTV about the defences available under the Copyright Act including the concept of fair dealing in current affairs and the "hot news" concept.

(3 × 10 = 30 marks)

### Part C

*Answer any two of the following questions.*

*Each question carries 15 marks.*

11. "Legal issues relating to human activities in the cyberspace are giving rise to the question as to what extent can the present laws be transposed to the cyber domain." Discuss the above statement in detail with special emphasis on the concepts of sovereignty, jurisdiction and regulation in cyber law jurisprudence.
12. Discuss the provisions relating to Electronic Signature and E-Governance under the Information Technology Act, 2000. What are the duties of 'subscribers' of Electronic Signatures Certificates?
13. What is 'digital copyright'? What are the challenges posed to copyright in a digital environment? Explain in detail the emerging trends in the digital Copyright Law.

(2 × 15 = 30 marks)