

CHAPTER**4**

Jurisdiction in the Cyber World

4.1 Introduction

- The internet causes the disappearance of physical boundaries. In this context, the internet community has created for itself one of the most debated questions, i.e. of jurisdiction which course would have jurisdiction adjudicate a dispute between parties transacting on the internet.
- The existing law of jurisdiction is redundant for the cyber world and an entirely different set of rules is required govern jurisdiction over the internet which is free from the chain of geographical border.

Syllabus Topic : Questioning the Jurisdiction and Validity of the Present Law of Jurisdiction

4.1.1 Questioning the Jurisdiction and Validity of the Present Law of Jurisdiction

Q. 4.1.1 Explain in brief the validity of the present law of Jurisdiction.

(Ref. Sec. 4.1.1)

(5 Marks)

- IT and the legal communities have challenged the present law at the global level based on following two grounds :
 - o The risk of websites facing litigation in foreign lands and causing extreme hardship.
 - o Inconsistent and harsh decisions of courts on the applicability of the law of Jurisdiction to the cyber world.

- These two grounds are related to each other. Present laws of jurisdiction validity and relevance with respect to internet are attacked on the grounds of hardship for the websites which are exposed to the litigation.
- It is important to understand that the internet gives a platform to reach every customer on the map. The internet reaches everywhere and anywhere from everywhere and anywhere.
- The global nature of the internet invites consumers to foreign courts or helps them to comply with the local laws of different countries which they wish to attract.
- Jurisdictional invitation from foreign courts depends upon the intent and the activities of the website. The grievances that websites could have to face litigation anywhere and everywhere is also fictitious because it has been held in several decisions that nearly creating a website does not confer global jurisdiction.
- Coming to second ground of inconsistency in the application of the present law of jurisdiction. It is important first to know Indian laws of jurisdiction and the decisions of the court in US of America on jurisdiction over the Internet.
- It is important to have a journey to the courts in the US as the Indian judiciary is yet to be confronted with the issues of internet jurisdiction and because these decisions are likely to have a persuasive value in our quotes do they would not have a binding effect.

Syllabus Topic : Civil Law of Jurisdiction in India

4.2 Civil Law of Jurisdiction in India

Q. 4.2.1 Explain the civil law jurisdiction in India. (Ref.Sec.4.2)

Jurisdiction of the civil courts in India is classified as :

(5 Marks)

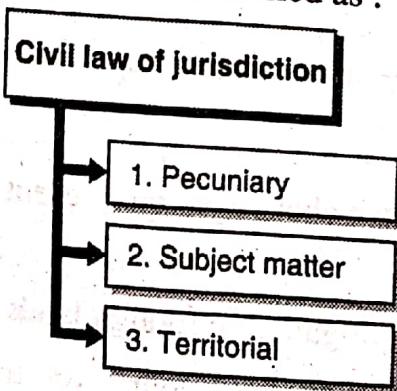


Fig. 4.2.1 : Civil law of jurisdiction

→ 1. Pecuniary

This jurisdiction implies jurisdiction based on monetary limits. For example, a suit valuing above 5 lakh in Mumbai would have to be filed in the Mumbai High Court and suit up to 5 lakh in the District Courts.

→ 2. Subject matter

Jurisdiction related to subject matter means that jurisdiction for certain subject has been exclusively vested in the particular court. For example, the petition for winding up of a company can be filed only in the concerned High Court.

→ 3. Territorial

Territorial jurisdiction is for the purposes of the issues on hand. Territorial jurisdiction is subject to pecuniary limits and of jurisdiction based on the subject matter.

- As per CPC, 1908, a suit related to immovable property is needed to be instituted in the court within whose jurisdiction the property is situated.
- The section 16 of CPC, 1908 a suite for compensation for wrong to immovable property, is held by the defendant.
- Where a relief is obtained from his obedience, can be filed in the court having jurisdiction over the place where the property is situated or
- Where the defendant resides, or carries a business, or personally works for gain. Where the immovable property is situated within the jurisdiction of different courts.
- Where it is uncertain as to within which jurisdiction out of two or more courts any immovable property is situated.
- If any of the said courts satisfies that there is a ground for uncertainty then they may adjudicate the same.
- Section 18 of CPC, 1908 mention that where a suit is for compensation for wrong done to the person or to movable property, if the wrong was done within the local limits of the jurisdiction of one Court and the defendant resides, or carries on business or personally works for gain, within the local limits of the jurisdiction of another Court, the suit may be instituted at the option of the plaintiff in either of the said Courts. The following example illustrates it.

Example 1 :

A residing in Delhi, beats B in Calcutta. B may sue A either in Calcutta or in Delhi.

Example 2 :

- A residing in Delhi, publishes in Calcutta statements defamatory of B.B may sue either in Calcutta or in Delhi.
- Section 20 of CPC mention that subject to the-limitations aforesaid, every suit shall be instituted in a Court within the local limits of whose jurisdiction.
 - (a) The defendant, or each of the defendants where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain; or
 - (b) Any of the defendants, where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain, provided that in such case either the leave of the Court is given, or the defendants who do not reside, or carry on business, or personally work for gain, as aforesaid, acquiesce in such institution; or
 - (c) The cause of action, wholly or in part, arises.

A corporation shall be deemed to carry on business at its sole or principal office in India or, in respect of any cause of action arising at any place where it has also a subordinate office, at such place. The following examples illustrate it:

1. A is a tradesman in Calcutta; B carries on business in Delhi. B by his agent in Calcutta buys goods of A and requests A to deliver them to the East Indian Railway Company. A delivers the goods accordingly in Calcutta. A may sue B for the price of the goods either in Calcutta, where the cause of action has arisen or in Delhi, where B carries on business.
2. A resides at Shimla, B at Calcutta and C at Delhi. A, B and C being together at Varanasi, B and C make a joint promissory note payable on demand, and deliver it to A. A may sue B and C at Varanasi, where the cause of action arose. He may also sue them at Calcutta, where B resides, or at Delhi, where C resides; but in each of these cases, if the non-resident defendant objects, the suit cannot proceed without the leave of the Court.

Syllabus Topic : Cause of Action**4.3 Cause of Action**

Q. 4.3.1 Explain the cause of action term. (Ref. Sec. 4.3)

- A cause of action means the facts which give a person the right seek judicial relief Or we can also say that a **cause of action**, in law, is a set of facts sufficient to justify a right to sue to obtain money, property, or the enforcement of a right against another party.
- Cause of action means the whole bundle of material facts which are necessary for the plaintiff to prove in order to entitle him to succeed in the suit.
- If anything is not true or everything which is not true would give the defendant a right immediate judgment in his favour, would constitute the cause of action.
- Cause of action contains the circumstances forming the infringement of the right.
- It does not however comprise of every piece of evidence which is necessary to prove each fact, but it is every fact which is to be proved.
- It is a settled legal principle that even if minute part of a cause of action arises in the place, the doors of the courts having jurisdiction who are such a place open for the plaintiff to bring an action.
- The courts of India have jurisdiction over foreigners based on a cause of action, For example, wherein a transaction the cause of action has arisen in India, say in Mumbai, wholly or in part, the courts in Mumbai would have jurisdiction whether the defendant is a resident of India or anywhere in the world.

Syllabus Topic : Jurisdiction and the Information Technology Act, 2000

4.4 Jurisdiction and the Information Technology Act, 2000

Q. 4.4.1 Explain the Jurisdiction and The Information Technology Act, 2000.

(Ref. Sec. 4.4)

(5 Marks)

- There are some provisions of the IT Act 2000 that effects the determination of the place of Jurisdiction in dispute in connection with the internet. So, the cause of action is depending upon the place from where the parties communicate, interact, operate and transact with one another.
- In the IT Act 2000 section subsection 3, 4, 5 of section 13 assume relevance in determining the place of cause of action. It is given as follows :
 - o Save as otherwise agreed to between the originator and the addressee, an electronic record is deemed to be dispatched at the place where the originator has his place of business, and is deemed to be received at the place where the addressee has his place of business.

- The provisions of sub-section (2) shall apply notwithstanding that the place where the computer resource is located may be different from the place where the electronic record is deemed to have been received under sub-section (3).
 - For the purposes of this section,
 - If the originator or the addressee has more than one place of business, the principal place of business, shall be the place of business;
 - If the originator or the addressee does not have a place of business, his usual place of residence shall be deemed to be the place of business;
 - "Usual place of residence", in relation to a body corporate, means the place where it is registered.
- From the given provisions it is clear that the place of dispatch and receipt of the electronics records and the communication can be agreed upon between the interacting parties.
- However where there is no agreement it shall be deemed that the electronic record has been dispatched at the place where the original has his place of business and shall be deemed to be received at the place where the receiver has his place of business.
- The law mentioned clearly that the stipulated place of dispatch and receipt of electronic records is notwithstanding the fact that the place where the computer resources located is different.
- The law also clarifies that where the originator or the addressee has more than one place of business the principal place of business shall be considered as the place of business.
- Where either or both of them do not have a place of business the usual place of residence shall be considered as the place of business.
- For a body corporate the usual place of residential be the place where it is registered.

Syllabus Topic: Foreign Judgments in India

4.5 Foreign Judgments in India

Q. 4.5.1 Write short note on foreign judgment in India. (Ref.Sec.4.5)

(5 Marks)

- As there is an increasing legal dispute between the parties in the cyber world. So, it has given rise to litigation in foreign lands provision with respect to the applicability of

foreign judgment in India and judgments of Indian courts on foreigners shall assume significance.

As per our Civil Procedure Code section 13, a foreign judgment is conclusive on matters directly adjudicated upon between the parties but would have no applicability in India

1. If it has not been pronounced by the Court of competent jurisdiction or ;
2. It has not been delivered on the merits of the case or ;
3. Where it appears ex-facie to be founded on an innocent view of international law or ;
4. A refusal to recognize the law of India in cases where such a law is applicable or ;
5. Where the proceeding is in violation of principles of natural justice i.e. where a fair hearing is not granted or;
6. The proceedings are biased or where the foreign judgment sustains a claim which is in breach of any Indian law.

Syllabus Topic : Place of Cause of Action in Contractual and IPR Disputes

4.6 Place of Cause of Action in Contractual and IPR Disputes

Q. 4.6.1 Explain the Place of Cause of Action in Contractual and IPR Disputes.

(Ref. Sec. 4.6) (5 Marks)

- There are many contractual and IPR disputes which are dominating the litigations directly or indirectly in connection with the internet and e-commerce. So the applicability of the cause of action is relevant for every netizen and website doing business in India.
- In contract not each and every place is connected that would have jurisdiction based on the application of the principles of the 'cause of action.' For example, the contract is executed in Mumbai and the performance of the same should be done in Mumbai but the respondent executed the bank guarantee in Delhi and transmitted to Mumbai for performance of contract.
- A suit was filed by the respondent in the Delhi High Court for perpetual injunction against the appellant from enforcing the bank guarantee. The court held that the mere execution of the bank guarantee at Delhi would not give rise to cause of action at Delhi.



- In the trademark and infringement dispute cases cause of action would arise at place or places where the defendant sells or offers the goods for sale using allegedly the trademark of the plaintiff or which is deceptively similar to the same. For example, a person has given advertisement in Rajasthan newspaper having the circulation in Bikaner only, and the Delhi based plaintiff filed the case in High court alleging Infringement of his trademark.
- High court held that it did not have jurisdiction so no part of the cause of action arose. As the defendant is selling the good in Delhi so no part of cause of action arose at Delhi. The court also rejected the contention that it had jurisdiction because the newspaper may be obtained by anyone outside the territory. It was held that insufficient cause of action to arise at Delhi.
- The Copyright Act's subsection (2) provides that notwithstanding anything contained in the Code of Civil Procedure, or any other law for the time being in force, include a district court within the local limits of whose jurisdiction, at the time of the institution of the suit or other proceeding, the person instituting the suit or other proceeding or, where there are more than one such persons, any of them actually and voluntarily resides or carries on business or personally works for gain.

Syllabus Topic : Exclusion Clauses In Contracts

4.7 Exclusion Clauses In Contracts

Q. 4.7.1 Explain the exclusion clauses in contracts. (Ref. Sec. 4.7)

(5 Marks)

- The law of exclusion clause restricts the jurisdiction to one or more courts. It is very well settled in India.
- The Cardinal legal principle is that jurisdiction of courts cannot be wholly ousted by agreement and agreement.
- An agreement which has the effect of absolutely ousting the jurisdiction of courts is unlawful and void being against public policy.
- The parties by agreement cannot prohibit the very jurisdiction of the legal system to adjudicate disputes.

- Contract Act 1872 Section 28 provides that every agreement by which any party thereto is restricted absolutely from enforcing his rights under or in respect of any contract, by the usual legal proceedings in the ordinary tribunal, or which limits the time within which he may thus enforce his rights, is void to that extent.
- It is subject to the exception that is contract to refer the dispute for arbitration and to abide by its award and a contract which limits the jurisdiction by agreement to one or more courts.
- The Supreme Court held that an exclusion clause is valid and lawful so long as it does not oust the jurisdiction of all the courts which would otherwise have jurisdiction to decide the suit under the law.
- Many courts would have jurisdiction and the parties have agreed to submit their disputes to one or more of these jurisdictions and not to the other or others such a clause would be legally valid and it cannot be said that there is total ouster of Jurisdiction.
- There are some clauses which limit the jurisdiction to a particular court. For example, the expression like only, alone are enough to restrict jurisdiction.
- Exclusion clauses limiting jurisdiction to a particular court are not valid.
- As the choice of the forum is done by the parties by contract is upheld normally, it is not imperative upon the court.

Syllabus Topic : Abuse of Exclusion Clauses

4.8 Abuse of Exclusion Clauses

Q.4.8.1 Explain the abuse of exclusion clauses. (Ref. Sec. 4.8)

(5 Marks)

- The law of exclusion clause is important to E-Commerce and would have a vast outcome. The exclusion clause can be used and misused.
- The advantage of this clause is to specify jurisdiction mutually convenient to the parties and to avoid future disputes on jurisdiction.
- But when the parties are unequal and exclusion clause restricts the jurisdiction to the place which would cause extreme hardship to one party to the extent that it would make it prohibitive for the weaker party to litigate his claims, such a clause would be harsh and unjust.

- For example, a Retail website based in Dubai selling and delivering a television set to consumer in India and, it is mentioned in the contract that the place of Jurisdiction shall be Dubai.
- If there will be difference in television set it is next to impossible for Indian litigant to Dubai. Based on these circumstances the exclusion clause may not be upheld by the court in India on grounds of equality and justice.
- The internet consumer should be aware of the exclusion clause because courts normally lean in favour of these classes which have been agreed upon two parties even if the clause causes hardship to one party.

Syllabus Topic : Objection of Lack of Jurisdiction

4.9 Objection of Lack of Jurisdiction

Q. 4.9.1 Write short note on objection of lack of jurisdiction. (Ref. Sec. 4.9) (5 Marks)

Lack of jurisdiction is of two types, inherent lack of jurisdiction and lack of pecuniary territorial jurisdiction.

1. Inherent lack of jurisdiction
2. Lack of pecuniary territorial jurisdiction

→ 1. Inherent lack of jurisdiction

- The Court judgments and orders and nullities. In the cases of initial lack of jurisdiction, no amount of consent or waiver on the part of the parties can create jurisdiction.
- In such cases, nullity remains a nullity which can be declared so at any stage of litigation including appellate proceedings.
- Inherent lack of jurisdiction is where the cognizance of a cause is itself barred expressly.
- For example, if an assessment order under the income tax act is assailed by filing a suit in the civil court, such a suit shall be barred on the ground of inherent lack of jurisdiction, as an assessment order and the remedy against the same, are recovered by the income tax law and to which jurisdiction of civil court is completely barred.

→ 2. Lack of pecuniary territorial jurisdiction

- For example, in the Delhi High Court, a suit of valuing over 5 lakh is filed, and suites up to 5 lakh are required to be a file in the District court this is stationary jurisdiction.
- Objection pertaining to pecuniary jurisdiction are considered merely technical in nature and hence the law requires the same to be taken in the court of the first instance that is the trial court at the earliest possible opportunity.
- An objection as to the place of suing in cases of pecuniary jurisdiction cannot be allowed by the appellate or divisional Court unless such objection was taken in the court of the first instance at the earliest possible opportunity and unless it is found that there has been a consequent failure of Justice.
- If the defendant does not take the objection of lack of pecuniary jurisdiction at the earliest possible opportunity, then it amounts to waiver and a complaint to the jurisdiction of the court concerned where the suit has been filed.
- A defendant not objective to the lack of pecuniary at the earliest possible opportunity is said to have allowed Indore Institution of the suit in the court even though such a Court does not have pecuniary jurisdiction.

Syllabus Topic : Misuse of the Law of Jurisdiction

4.10 Misuse of the Law of Jurisdiction

Q. 4.10.1 Write short note on : misuse of the law of jurisdiction. (Ref. Sec. 4.10) (5 Marks)

It has been seen that one party from the dispute misuses or distort of the law of the jurisdiction. The following example shows this :

- Example : Oil and Natural Gas Commission v. Utpal Kumar Basu and Ors., ((1994) 4 SCC 711).
- In the said case, facts involved were that ONGC decided to set-up a Kerosene Processing Unit at Hajaria (Gujarat). EIL was appointed by the ONGC as its consultant and in that capacity, EIL issued advertisement from New Delhi calling for tenders and this advertisement was printed and published in all leading news papers in the country including The Times of India in circulation in West Bengal.

In response to which tenders or bids were forwarded to EIL at New Delhi, which were scrutinized and finalized by the ONGC at New Delhi. However, the writ petition had been filed in the Calcutta High Court challenging the acceptance of tenders of the other party.

- Before the Supreme Court, it was contended that the Calcutta High Court had no jurisdiction as no cause of action had arisen, even partly, in its territorial jurisdiction. Mere communication to any person at a particular place or publication or reading of the news or notice etc. does not confer jurisdiction.
- After examining the facts of that case, the Apex Court came to the conclusion that the Calcutta High Court lacked jurisdiction. While deciding the said case, the Supreme Court placed reliance upon the judgment in Chand Koer V. Partab Singh, 15 Ind. Appeals 156, wherein it had been observed as under:-
- "The cause of action has no relation whatsoever to the defence which may be set up by the defendant, nor does it depend upon the character of the relief prayed for by the plaintiff. It refers entirely to the grounds set-forth in the plaint as the cause of action; in other words, to the media upon which the plaintiff asked the court to arrive at a conclusion in his favour.
- "Therefore, in determining the objection of lack of territorial jurisdiction, the court must take all the facts pleaded in support of the cause of action into consideration albeit without embargo upon an inquiry as to the correctness or otherwise of the said facts.
- Example : Subodh Kumar Gupta v. Shrikant Gupta and Ors ((1993) 4 SCC).
- Considered a case wherein a partnership firm having its registered office at Bombay and factory at Mandsore. Two partners - defendants were residing at Mandsore while the third partner-plaintiff shifted to Chandigarh and an agreement had been drawn up between the partners at Bhilai for dissolution of the firm and distribution of assets.
- The suit was filed by the plaintiff in the Court at Chandigarh for dissolution of the firm and rendition of account on the ground that the defendants at Mandsore misappropriated partnership's fund and the aforesaid agreement was void and liable to be ignored.
- The Court held that in view of the provisions of Section 20 of CPC, suit can be entertained in a place where cause of action had arisen fully or partly.
- The mere bald allegation by the plaintiff for the purpose of creating jurisdiction would not be enough to confer jurisdiction or allege that the agreement was void would not be enough unless the agreement was set-aside by the competent court.
- The court must find out by examining the provisions carefully, as to whether the suit can be entertained by it.
- Generally, cause of action would arise at the place where the defendant resides, actually and voluntarily, or carries on business or personally works for gain or the cause of action arises wholly or in part.

Syllabus Topic : Legal Principles on Jurisdiction In the United State of America**4.11 Legal Principles on Jurisdiction In the United State of America**

Q. 4.11.1 Explain the legal principles on jurisdiction in the United State of America.

(Ref.Sec.4.11)

(5 Marks)

- The important legal principal contradiction in the US are:
 1. Minimum contacts.
 2. Purposeful availment.
- These two Principles are the foundations of the law of Jurisdiction in the USA for finding jurisdiction in a particular place or certain place in legal disputes between parties, especially where the defendant is a non-resident of the forum state.
- These two principles can be applied together as well as individually.
- These principles complement each other in substance and in the result of application and are very similar to the legal theory of the cause of action as we have in India.
- The US courts apply these two principles to decide disputes arising, directly or indirectly, out of or in connection with the internet.
- There is a 'long arm ' legislation in many states in the US, by which courts of the respective States can assume jurisdiction over respondents who are non-residents, subject to the satisfaction of the stipulated conditions, based in essence on the aforesaid legal concepts of purposeful availment and minimum contacts
- The courts have also applied the effects test in certain cases.
- Purposeful availment means a person including a company or Corporation, by conducting activities within the state, enjoys certain privileges and benefits of the state and with these privileges, certain obligations also arise which have nexus with the activities within the state which required the person to answer litigation in that state.
- Minimum contract means certain contracts are necessary between the forum state and the activities of the defendant with respect to which the action is initiated. Where the defendants contracts create a substantial connection with the forum state through minimum contacts only which are such that the defendant ought to a reasonable anticipate being sued there, the jurisdiction of the forum in such a state would arise.
- These legal concepts are well settled having is also stood the test of time.

Syllabus Topic : Jurisdiction Disputes w.r.t. the Internet in the United State of America

4.12 Jurisdiction Disputes w.r.t. the Internet in the United State of America

Q. 4.12.1 Explain the jurisdiction disputes w.r.t. the internet in the United State of America.
(Ref. Sec. 4.12) (5 Marks)

- As internet is borderless world and their application to the disputes led to harsh and inconsistent result. Let's study some cases and their decisions.
- Cybersell, Inc. v. Cybersell, Inc. 130 F.3d 414 (9th Cir. 1997).
 - o The United States Court of Appeals for the Ninth Circuit reached a different result in another trademark case, Cybersell, Inc. v. Cybersell, Inc. because it determined that the web site was not directed at the forum state.
 - o The plaintiff was an Arizona corporation that advertises for commercial services over the Internet. The defendant was a Florida corporation that offered Web site construction services over the internet under the name "Cybersell".
 - o "The court found that no part of the defendant's business was sought or achieved in Arizona. The only contact with Arizona was the fact that the defendant's Web site was accessible over the Internet by Arizona residents."
 - o The court held that this contact, constituting mere passive advertising, was insufficient to provide a basis for jurisdiction.
- Inset Systems, Inc. v. Instruction Set, Inc. (937 F. Supp. 161 (D. Conn. 1996)).
 - o A Massachusetts corporation allegedly used a Connecticut corporation's trademark as its domain name. The defendant advertised its goods for sale using a Web site available through the contested domain name.
 - o The Connecticut "long-arm" statute [21] allows personal jurisdiction over a non-resident on any cause of action arising from business solicited within Connecticut, if the solicitation was repeated.
 - o The court concluded that advertising using a Web site, by itself, is a sufficiently repetitive contact sufficient to allow Connecticut to exercise personal jurisdiction under its "long-arm" statute.

- o The court then, in addressing the constitutional issues, stated that:

In the present case, Instruction has directed its advertising activities via the Internet and its toll-free number toward not only the state of Connecticut but to all states...advertisement on the Internet can reach as many as 10,000 Internet users within Connecticut alone.

Further, once posted on the Internet, unlike television and radio advertising, the advertisement is available continuously to any Internet user.

ISI has, therefore, purposefully availed itself of the privilege of doing business within Connecticut.

Minnesota v. Granite Gate Resorts, Inc.(568 N.W.2d 715 (Minn. App. 1997).

- o Granite Gate Resorts, Inc., a Nevada Corporation, advertised on the Internet a web site known as WagerNet. WagerNet was maintained on a web server located in Belize by a Belize registered corporation.
- o The Minnesota Attorney General took the position that his state can exercise personal jurisdiction over any party which uses the Internet to conduct any activity illegal in Minnesota.
- o He filed a complaint against Granite Gate Resorts, Inc. alleging deceptive trade practices, false advertising, and consumer fraud for advertising in Minnesota.
- o The Minnesota Court of Appeals held that because the web site was accessible by Minnesota residents, and because the defendant had directed its advertisements at customers in the United States, including residents of Minnesota, it could exercise personal jurisdiction over the defendant.
- o There are always legal problems existed but it is not enough to discard the present law of the jurisdiction, it is workable in the cyber world also.
- o This law holds itself to suit the needs of the situation when it is confronted with a regular problem of Jurisdiction.
- o In the cyber world, there is confusion created by linking the Jurisdiction with the place where the web server is located, Is the wrong approach.
- o For Website web server is a technological instrument it has nothing to do with the transaction between the parties which may be either business or personal in nature.
- o For the defendant, the location of the web server cannot be saved the place of residence where he works for or does business.

Cyber Laws (MU-B.Sc.-IT-Sem-VI)

4.13 Exam Pack (Review Questions)

Syllabus Topic : Questioning the Jurisdiction and Validity of the Present Law of Jurisdiction

Q.1 Explain in brief the validity of the present law of jurisdiction.

(Refer Section 4.1.1) (5 Marks)

Syllabus Topic : Civil Law of Jurisdiction In India

Q.2 Explain the civil law jurisdiction in India. (Refer Section 4.2) (5 Marks)

Syllabus Topic : Cause of Action

Q.3 Explain the cause of action term. (Refer Section 4.3) (5 Marks)

Syllabus Topic : Jurisdiction and the Information Technology Act, 2000

Q.4 Explain the jurisdiction and The Information Technology Act, 2000. (Refer Section 4.4) (5 Marks)

Syllabus Topic : Foreign Judgments In India

Q.5 Write short note on foreign judgment in India. (Refer Section 4.5) (5 Marks)

Syllabus Topic : Place of Cause of Action in Contractual and IPR Disputes

Q.6 Explain the place of cause of action in contractual and IPR disputes. (Refer Section 4.6) (5 Marks)

Syllabus Topic : Exclusion Clauses In Contracts

Q.7 Explain the exclusion clauses in contracts. (Refer Section 4.7) (5 Marks)

Syllabus Topic : Abuse of Exclusion Clauses

Q.8 Explain the abuse of exclusion clauses. (Refer Section 4.8) (5 Marks)

Syllabus Topic : Objection of Lack of Jurisdiction

Q.9 Write short note on objection of lack of jurisdiction. (Refer Section 4.9) (5 Marks)

Syllabus Topic : Misuse of the Law of Jurisdiction

Q.10 Write short note on misuse of the law of jurisdiction. (Refer Section 4.10) (5 Marks)

Syllabus Topic : Legal Principles on Jurisdiction In the United State of America

Q.11 Explain the legal principles on jurisdiction in the United State of America. (Refer Section 4.11) (5 Marks)

Cyber Laws (MU-B.Sc.-IT-Sem-VI)

4.14 Exam Pack (Review Questions)

Syllabus Topic : Jurisdiction Disputes w.r.t. The Internet In The United State of America

Q.12 Explain the jurisdiction disputes w.r.t. the internet in the United State of America. (Refer Section 4.12) (5 Marks)

Chapter Ends...

