

INTERNATIONAL JOURNAL OF RESEARCH IN COMMERCE & MANAGEMENT

I
J
R
C
M



A Monthly Double-Blind Peer Reviewed (Refereed/Juried) Open Access International e-Journal - Included in the International Serial Directories

Indexed & Listed at:

Ulrich's Periodicals Directory ©, ProQuest, U.S.A., EBSCO Publishing, U.S.A., Cabell's Directories of Publishing Opportunities, U.S.A., Google Scholar,

Open J-Gate, India [link of the same is duly available at Infilbnet of University Grants Commission (U.G.C)],

The American Economic Association's electronic bibliography, EconLit, U.S.A.,

Index Copernicus Publishers Panel, Poland with IC Value of 5.09 & number of libraries all around the world.

Circulated all over the world & Google has verified that scholars of more than 5000 Cities in 187 countries/territories are visiting our journal on regular basis.

Ground Floor, Building No. 1041-C-1, Devi Bhawan Bazar, JAGADHRI – 135 003, Yamunanagar, Haryana, INDIA

<http://ijrcm.org.in/>

CONTENTS

Sr. No.	TITLE & NAME OF THE AUTHOR (S)	Page No.
1.	HRM PRACTICES AND EMPLOYEE ATTRITION: A GENDER CENTRIC ANALYSIS OF INDIAN BPO INDUSTRY <i>AMIT MALHOTRA & ADITYA GAUTAM</i>	1
2.	CONSUMER BRAND PREFERENCE TOWARDS PASTEURIZED PACKAGED MILK IN GUDALUR TOWN <i>DR. L. RAMESH & POORNIMA.S</i>	6
3.	ASSESSING THE POTENTIALITY OF RAINWATER HARVESTING SYSTEMS IN PUNE CITY <i>RAJESHWARI SHINDE & DR. VIJAYA S. NAWALE</i>	14
4.	PROFITABILITY ANALYSIS OF SELECTED AUTOMOBILE COMPANIES IN INDIA <i>ANAND R. & MARIA D'SOUZA</i>	20
5.	THE COMPARATIVE ADVANTAGE OF NORTH CYPRUS IN THE GREEN LINE TRADE: EMPIRICAL ANALYSIS DURING PERIODS OF 2005- 2013 <i>ZEHRA SENHAZ, FEHIMAN EMINER & OKAN VELI ŞAFAKLI</i>	23
6.	ANALYSIS THE INFLUENCE OF MACROECONOMIC VARIABLES ON JAKARTA COMPOSITE INDEX AND SECTORAL INDEX STOCK RETURN <i>LIANITHA KURNIAWATI, DR. NOER AZAM ACHSANI & DR. LUKYTAWATI ANGGRAENI</i>	31
7.	INDUCEMENT OF WOMEN ENTREPRENEURS ON BEAUTY PARLOUR BUSINESS IN SIVAGANGA DISTRICT <i>THANGAM ALAGARSAMY & DR. S. GANAPATHY</i>	38
8.	A STUDY OF MARKETING MIX STRATEGIES ON THE INDIAN UPVC WINDOW MARKET <i>K. SATYA SUBRAM, DR. MOHAMMED NAVED KHAN & DR. CHETAN SRIVASTAVA</i>	41
9.	CONSUMER PERCEPTION TOWARDS MARKETING OF TANTEA PRODUCTS <i>S. DEEPA & M. JAYALAKSHMI</i>	47
10.	ANALYSIS OF EDUCATIONAL FINANCIAL SCHEMES FOR SCHEDULED CASTES AND SCHEDULED TRIBES IN INDIA <i>SUSHMA NANDKUMAR BANSODE & DR. CA SUBHASH PRALHAD DESAI</i>	51
11.	PEER COACHING: A TOOL FOR CAREER DEVELOPMENT <i>CHANDRASHEKHAR CHOLLI, SREERAJ P S & DR. RAVINDER KAUR</i>	54
12.	FACTORS AFFECTING CONSUMER PERCEPTION TOWARDS BRANDED CLOTHES IN RURAL AREAS <i>AMANDEEP KAUR SANDHU & GAGANDEEP KAUR</i>	57
13.	COMPARATIVE ANALYSIS OF PRE AND POST-MERGER FINANCIAL PERFORMANCE WITH REFERENCE TO IT SECTOR IN INDIA <i>ZOHRA BI</i>	61
14.	THE ART OF GIVING FEEDBACK IN COACHING: SIGNIFICANCE AND PERSPECTIVE <i>MANALI DAREKAR, MILKA SEBASTIAN & DR. RAVINDER KAUR</i>	70
15.	INVENTORY MANAGEMENT IN PAPER INDUSTRY: A COMPARATIVE STUDY IN SPML AND INTERNATIONAL PAPER APPML <i>DR. YELLASWAMY AMBATI</i>	74
16.	CORPORATE SOCIAL RESPONSIBILITIES OF COMMERCIAL BANKS IN INDIA WITH SPECIAL EMPHASIS TO SBI <i>AMALKUMAR.P</i>	79
17.	AUDIT PROCESS UNDER MGNREGA <i>KHEM RAJ</i>	82
18.	COMPETITIVE CHALLENGE OF CASHEW INDUSTRY IN ANDHRA PRADESH (WITH REFERENCE TO PRAKASAM, EAST & WEST GODAVARI DISTRICTS) <i>P.V.V. KUMAR, T. SUSMITHA, P. YAMUNA & B. YAMINI</i>	85
19.	REGULATION OF E-COMMERCE IN INDIA <i>MAITRI TANDON</i>	88
20.	STRATEGY IMPLEMENTATION AS INTERVENING FOR COMPANY'S RESOURCES AND REGULATIONS IN ORDER TO FORM BUSINESS PERFORMANCE [STUDIES IN UNIT BUSINESSES OF PT PERTAMINA (PERSERO)] <i>ELFIEN GOENTORO</i>	93
	REQUEST FOR FEEDBACK & DISCLAIMER	97

CHIEF PATRON

PROF. K. K. AGGARWAL

Chairman, Malaviya National Institute of Technology, Jaipur
(An institute of National Importance & fully funded by Ministry of Human Resource Development, Government of India)
Chancellor, K. R. Mangalam University, Gurgaon
Chancellor, Lingaya's University, Faridabad
Founder Vice-Chancellor (1998-2008), Guru Gobind Singh Indraprastha University, Delhi
Ex. Pro Vice-Chancellor, Guru Jambheshwar University, Hisar

FOUNDER PATRON

LATE SH. RAM BHAJAN AGGARWAL

Former State Minister for Home & Tourism, Government of Haryana
Former Vice-President, Dadri Education Society, Charkhi Dadri
Former President, Chinar Syntex Ltd. (Textile Mills), Bhiwani

FORMER CO-ORDINATOR

DR. S. GARG

Faculty, Shree Ram Institute of Business & Management, Urjani

ADVISORS

PROF. M. S. SENAM RAJU

Director A. C. D., School of Management Studies, I.G.N.O.U., New Delhi

PROF. M. N. SHARMA

Chairman, M.B.A., Haryana College of Technology & Management, Kaithal

PROF. S. L. MAHANDRU

Principal (Retd.), Maharaja Agrasen College, Jagadhri

EDITOR

PROF. R. K. SHARMA

Professor, Bharti Vidyapeeth University Institute of Management & Research, New Delhi

CO-EDITOR

DR. BHAVET

Faculty, Shree Ram Institute of Engineering & Technology, Urjani

EDITORIAL ADVISORY BOARD

DR. RAJESH MODI

Faculty, Yanbu Industrial College, Kingdom of Saudi Arabia

PROF. SANJIV MITTAL

University School of Management Studies, Guru Gobind Singh I. P. University, Delhi

PROF. ANIL K. SAINI

Chairperson (CRC), Guru Gobind Singh I. P. University, Delhi

DR. SAMBHAVNA

Faculty, I.I.T.M., Delhi

DR. MOHENDER KUMAR GUPTA

Associate Professor, P. J. L. N. Government College, Faridabad

DR. SHIVAKUMAR DEENE

Asst. Professor, Dept. of Commerce, School of Business Studies, Central University of Karnataka, Gulbarga

ASSOCIATE EDITORS

PROF. NAWAB ALI KHAN

Department of Commerce, Aligarh Muslim University, Aligarh, U.P.

PROF. ABHAY BANSAL

Head, Department of I.T., Amity School of Engineering & Technology, Amity University, Noida

PROF. V. SELVAM

SSL, VIT University, Vellore

PROF. N. SUNDARAM

VIT University, Vellore

DR. PARDEEP AHLAWAT

Associate Professor, Institute of Management Studies & Research, Maharshi Dayanand University, Rohtak

DR. S. TABASSUM SULTANA

Associate Professor, Department of Business Management, Matrusri Institute of P.G. Studies, Hyderabad

DR. JASVEEN KAUR

Asst. Professor, University Business School, Guru Nanak Dev University, Amritsar

FORMER TECHNICAL ADVISOR

AMITA

Faculty, Government M. S., Mohali

FINANCIAL ADVISORS

DICKIN GOYAL

Advocate & Tax Adviser, Panchkula

NEENA

Investment Consultant, Chambaghat, Solan, Himachal Pradesh

LEGAL ADVISORS

JITENDER S. CHAHAL

Advocate, Punjab & Haryana High Court, Chandigarh U.T.

CHANDER BHUSHAN SHARMA

Advocate & Consultant, District Courts, Yamunanagar at Jagadhri

SUPERINTENDENT

SURENDER KUMAR POONIA

CALL FOR MANUSCRIPTS

We invite unpublished novel, original, empirical and high quality research work pertaining to the recent developments & practices in the areas of Computer Science & Applications; Commerce; Business; Finance; Marketing; Human Resource Management; General Management; Banking; Economics; Tourism Administration & Management; Education; Law; Library & Information Science; Defence & Strategic Studies; Electronic Science; Corporate Governance; Industrial Relations; and emerging paradigms in allied subjects like Accounting; Accounting Information Systems; Accounting Theory & Practice; Auditing; Behavioral Accounting; Behavioral Economics; Corporate Finance; Cost Accounting; Econometrics; Economic Development; Economic History; Financial Institutions & Markets; Financial Services; Fiscal Policy; Government & Non Profit Accounting; Industrial Organization; International Economics & Trade; International Finance; Macro Economics; Micro Economics; Rural Economics; Co-operation; Demography; Development Planning; Development Studies; Applied Economics; Development Economics; Business Economics; Monetary Policy; Public Policy Economics; Real Estate; Regional Economics; Political Science; Continuing Education; Labour Welfare; Philosophy; Psychology; Sociology; Tax Accounting; Advertising & Promotion Management; Management Information Systems (MIS); Business Law; Public Responsibility & Ethics; Communication; Direct Marketing; E-Commerce; Global Business; Health Care Administration; Labour Relations & Human Resource Management; Marketing Research; Marketing Theory & Applications; Non-Profit Organizations; Office Administration/Management; Operations Research/Statistics; Organizational Behavior & Theory; Organizational Development; Production/Operations; International Relations; Human Rights & Duties; Public Administration; Population Studies; Purchasing/Materials Management; Retailing; Sales/Selling; Services; Small Business Entrepreneurship; Strategic Management Policy; Technology/Innovation; Tourism & Hospitality; Transportation Distribution; Algorithms; Artificial Intelligence; Compilers & Translation; Computer Aided Design (CAD); Computer Aided Manufacturing; Computer Graphics; Computer Organization & Architecture; Database Structures & Systems; Discrete Structures; Internet; Management Information Systems; Modeling & Simulation; Neural Systems/Neural Networks; Numerical Analysis/Scientific Computing; Object Oriented Programming; Operating Systems; Programming Languages; Robotics; Symbolic & Formal Logic; Web Design and emerging paradigms in allied subjects.

Anybody can submit the **soft copy** of unpublished novel; original; empirical and high quality **research work/manuscript** **anytime** in **M.S. Word format** after preparing the same as per our **GUIDELINES FOR SUBMISSION**; at our email address i.e. infoijrcm@gmail.com or online by clicking the link **online submission** as given on our website ([FOR ONLINE SUBMISSION, CLICK HERE](#)).

GUIDELINES FOR SUBMISSION OF MANUSCRIPT

1. **COVERING LETTER FOR SUBMISSION:**

DATED: _____

THE EDITOR

IJRCM

Subject: SUBMISSION OF MANUSCRIPT IN THE AREA OF _____.

(e.g. Finance/Mkt./HRM/General Mgt./Engineering/Economics/Computer/IT/ Education/Psychology/Law/Math/other, please specify)

DEAR SIR/MADAM

Please find my submission of manuscript titled ' _____ ' for likely publication in one of your journals.

I hereby affirm that the contents of this manuscript are original. Furthermore, it has neither been published anywhere in any language fully or partly, nor it is under review for publication elsewhere.

I affirm that all the co-authors of this manuscript have seen the submitted version of the manuscript and have agreed to inclusion of their names as co-authors.

Also, if my/our manuscript is accepted, I agree to comply with the formalities as given on the website of the journal. The Journal has discretion to publish our contribution in any of its journals.

NAME OF CORRESPONDING AUTHOR

Designation/Post* :

Institution/College/University with full address & Pin Code :

Residential address with Pin Code :

Mobile Number (s) with country ISD code :

Is WhatsApp or Viber active on your above noted Mobile Number (Yes/No) :

Landline Number (s) with country ISD code :

E-mail Address :

Alternate E-mail Address :

Nationality :

* i.e. Alumnus (Male Alumni), Alumna (Female Alumni), Student, Research Scholar (M. Phil), Research Scholar (Ph. D.), JRF, Research Assistant, Assistant Lecturer, Lecturer, Senior Lecturer, Junior Assistant Professor, Assistant Professor, Senior Assistant Professor, Co-ordinator, Reader, Associate Professor, Professor, Head, Vice-Principal, Dy. Director, Principal, Director, Dean, President, Vice Chancellor, Industry Designation **etc.** The qualification of author is not acceptable for the purpose.

NOTES:

- a) The whole manuscript has to be in **ONE MS WORD FILE** only, which will start from the covering letter, inside the manuscript. **pdf. version is liable to be rejected without any consideration.**
 - b) The sender is required to mention the following in the **SUBJECT COLUMN of the mail:**
New Manuscript for Review in the area of (e.g. Finance/Marketing/HRM/General Mgt./Engineering/Economics/Computer/IT/ Education/Psychology/Law/Math/other, please specify)
 - c) There is no need to give any text in the body of the mail, except the cases where the author wishes to give any **specific message** w.r.t. to the manuscript.
 - d) The total size of the file containing the manuscript is expected to be below **1000 KB.**
 - e) Only the **Abstract will not be considered for review** and the author is required to submit the **complete manuscript** in the first instance.
 - f) **The journal gives acknowledgement w.r.t. the receipt of every email within twenty-four hours** and in case of non-receipt of acknowledgment from the journal, w.r.t. the submission of the manuscript, within two days of its submission, the corresponding author is required to demand for the same by sending a separate mail to the journal.
 - g) The author (s) name or details should not appear anywhere on the body of the manuscript, except on the covering letter and the cover page of the manuscript, in the manner as mentioned in the guidelines.
2. **MANUSCRIPT TITLE:** The title of the paper should be typed in **bold letters, centered and fully capitalised.**
 3. **AUTHOR NAME (S) & AFFILIATIONS:** Author (s) **name, designation, affiliation (s), address, mobile/landline number (s), and email/alternate email address** should be given underneath the title.
 4. **ACKNOWLEDGMENTS:** Acknowledgements can be given to reviewers, guides, funding institutions, etc., if any.
 5. **ABSTRACT:** Abstract should be in **fully Italic printing**, ranging between **150 to 300 words**. The abstract must be informative and elucidating the background, aims, methods, results & conclusion in a **SINGLE PARA. Abbreviations must be mentioned in full.**
 6. **KEYWORDS:** Abstract must be followed by a list of keywords, subject to the maximum of **five**. These should be arranged in alphabetic order separated by commas and full stop at the end. All words of the keywords, including the first one should be in small letters, except special words e.g. name of the Countries, abbreviations etc.
 7. **JEL CODE:** Provide the appropriate Journal of Economic Literature Classification System code (s). JEL codes are available at www.aea-web.org/econlit/jelCodes.php. However, mentioning of JEL Code is not mandatory.
 8. **MANUSCRIPT:** Manuscript must be in **BRITISH ENGLISH** prepared on a standard A4 size **PORTRAIT SETTING PAPER. It should be free from any errors i.e. grammatical, spelling or punctuation. It must be thoroughly edited at your end.**
 9. **HEADINGS:** All the headings must be bold-faced, aligned left and fully capitalised. Leave a blank line before each heading.
 10. **SUB-HEADINGS:** All the sub-headings must be bold-faced, aligned left and fully capitalised.
 11. **MAIN TEXT:**

THE MAIN TEXT SHOULD FOLLOW THE FOLLOWING SEQUENCE:**INTRODUCTION****REVIEW OF LITERATURE****NEED/IMPORTANCE OF THE STUDY****STATEMENT OF THE PROBLEM****OBJECTIVES****HYPOTHESIS (ES)****RESEARCH METHODOLOGY****RESULTS & DISCUSSION****FINDINGS****RECOMMENDATIONS/SUGGESTIONS****CONCLUSIONS****LIMITATIONS****SCOPE FOR FURTHER RESEARCH****REFERENCES****APPENDIX/ANNEXURE****The manuscript should preferably be in 2000 to 5000 WORDS, But the limits can vary depending on the nature of the manuscript.**

12. **FIGURES & TABLES:** These should be simple, crystal **CLEAR, centered, separately numbered** & self-explained, and the **titles must be above the table/figure. Sources of data should be mentioned below the table/figure. It should be ensured that the tables/figures are referred to from the main text.**
13. **EQUATIONS/FORMULAE:** These should be consecutively numbered in parenthesis, left aligned with equation/formulae number placed at the right. The equation editor provided with standard versions of Microsoft Word may be utilised. If any other equation editor is utilised, author must confirm that these equations may be viewed and edited in versions of Microsoft Office that does not have the editor.
14. **ACRONYMS:** These should not be used in the abstract. The use of acronyms is elsewhere is acceptable. Acronyms should be defined on its first use in each section e.g. Reserve Bank of India (RBI). Acronyms should be redefined on first use in subsequent sections.
15. **REFERENCES:** The list of all references should be alphabetically arranged. **The author (s) should mention only the actually utilised references in the preparation of manuscript** and they may follow Harvard Style of Referencing. **Also check to ensure that everything that you are including in the reference section is duly cited in the paper.** The author (s) are supposed to follow the references as per the following:
- All works cited in the text (including sources for tables and figures) should be listed alphabetically.
 - Use (ed.) for one editor, and (ed.s) for multiple editors.
 - When listing two or more works by one author, use --- (20xx), such as after Kohl (1997), use --- (2001), etc., in chronologically ascending order.
 - Indicate (opening and closing) page numbers for articles in journals and for chapters in books.
 - The title of books and journals should be in italic printing. Double quotation marks are used for titles of journal articles, book chapters, dissertations, reports, working papers, unpublished material, etc.
 - For titles in a language other than English, provide an English translation in parenthesis.
 - **Headers, footers, endnotes and footnotes should not be used in the document. However, you can mention short notes to elucidate some specific point**, which may be placed in number orders before the references.

PLEASE USE THE FOLLOWING FOR STYLE AND PUNCTUATION IN REFERENCES:

BOOKS

- Bowersox, Donald J., Closs, David J., (1996), "Logistical Management." Tata McGraw, Hill, New Delhi.
- Hunker, H.L. and A.J. Wright (1963), "Factors of Industrial Location in Ohio" Ohio State University, Nigeria.

CONTRIBUTIONS TO BOOKS

- Sharma T., Kwatra, G. (2008) Effectiveness of Social Advertising: A Study of Selected Campaigns, Corporate Social Responsibility, Edited by David Crowther & Nicholas Capaldi, Ashgate Research Companion to Corporate Social Responsibility, Chapter 15, pp 287-303.

JOURNAL AND OTHER ARTICLES

- Schemenner, R.W., Huber, J.C. and Cook, R.L. (1987), "Geographic Differences and the Location of New Manufacturing Facilities," Journal of Urban Economics, Vol. 21, No. 1, pp. 83-104.

CONFERENCE PAPERS

- Garg, Sambhav (2011): "Business Ethics" Paper presented at the Annual International Conference for the All India Management Association, New Delhi, India, 19–23

UNPUBLISHED DISSERTATIONS

- Kumar S. (2011): "Customer Value: A Comparative Study of Rural and Urban Customers," Thesis, Kurukshetra University, Kurukshetra.

ONLINE RESOURCES

- Always indicate the date that the source was accessed, as online resources are frequently updated or removed.

WEBSITES

- Garg, Bhavet (2011): Towards a New Gas Policy, Political Weekly, Viewed on January 01, 2012 <http://epw.in/user/viewabstract.jsp>

REGULATION OF E-COMMERCE IN INDIA

MAITRI TANDON
STUDENT
SYMBIOSIS LAW SCHOOL
PUNE

ABSTRACT

The concerned research paper deals with the legal world conflicts and the consequent repercussions which are born out the dawn of e-commerce in today's age. The idea of conducting businesses online seems to be very economical and very convenient, but very few know the status of its legality or the legal aspects which are tied with a process like this, in which there is no 'personal touch' involved between the parties. In this era where internet and online shopping, transaction have become a necessity to us, it is very vital for a layman to know what a simple click on 'I Agree' can do. The researcher, via the medium of this paper hopes to inculcate the basics of legality in India and legal repercussion of e-commerce, to the readers.

KEYWORDS

Indian contract act, Indian penal code, Indian evidence act, e-commerce, e-signatures, commerce.

1. INTRODUCTION

Humans are channeled in a way, which keeps them involved in some activity or the other. These activities are undertaken by them with certain motives, and amongst such motives, wealth creation is one of them, this can also be categorised into economic activities. These economic activities are catered by commerce. Commerce, conveys the goods and services to the end stage i.e. consumption from the stage of manufacturing or foundation.¹

"Commercial occupations deal with the buying and selling of goods, the exchange of commodities and the distribution of the finished products."

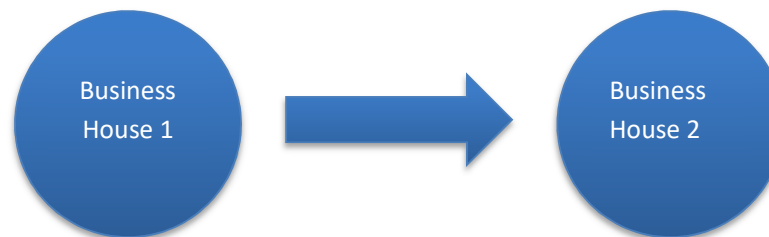
- Evelyn Thomas

In the 21st century the ambit of commerce has expanded on to include electronic commerce as well, popularly known as e-commerce. E-commerce in this day and age has become more of a necessity than a boon. Today, almost every aspect of our lives involve e-commerce, be it for purchasing expensive jewelry to purchasing our daily grocery, many portals like the Caretlane and grofers facilitate us with these privileges. E-commerce was bestowed on the Indian market post 2000². With the increase in the use of information technology, surprisingly India has come up to becoming one of the prime clients of e-commerce from both the ends, the business providers as well as the costumers.

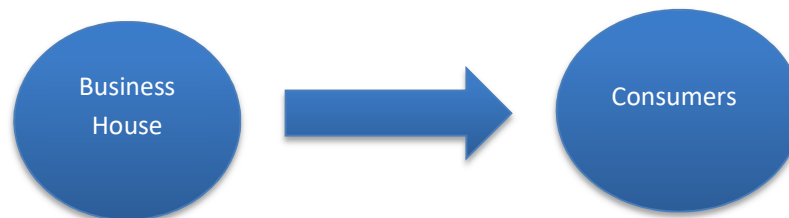
E-commerce is a method of conducting business on the virtual platform i.e. the internet, then by way of using the conventional methods of doing business which involves the tangible catalysts. E-commerce, now is not just restricted to the use of computers it has expanded itself to 'm-commerce' as well, which includes the use of mobile phones.³ The ambit of e-commerce has now widened itself to include not just the buying and selling but also, steps of customer welfare i.e. delivery, payment facilitation, refund, and other such services.

The basic models of conventional business can be seen in e-commerce as well, like;

- **B2B Commerce:** The supply chain of a B2B commerce does not include consumers they involve just business houses on both the ends. There is scope of many models like, distribution of services, procurement services, brokering, exchange of information, company websites which target other companies and their employees. Alibaba, Carolina Biological, MSC Industries are some of the examples of B2B e-commerce.



- **B2C Commerce:** This model of business involves transaction between a business house and the end user, the consumer. This model eliminates the involvement of intermediaries. Online business houses like Amazon.com can serve as good example for B2C e-commerce.



¹ Commerce Definition | Investopedia. (2003). Retrieved August 17, 2016, from <http://www.investopedia.com/terms/c/commerce.asp>

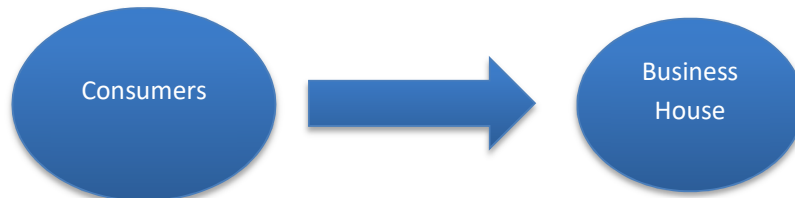
² Ganesh, V. (n.d.). Going back to brick and mortar. The Hindu. Retrieved from <http://www.thehindubusinessline.com/features/weekend-life/arti-cle3836141.ece>,

³ N. (n.d.). E-Commerce in India. Typescript submitted for publication. Retrieved from http://www.nishithdesai.com/fileadmin/user_upload/pdfs/ResearchPapers/ECommerce_in_India.pdf

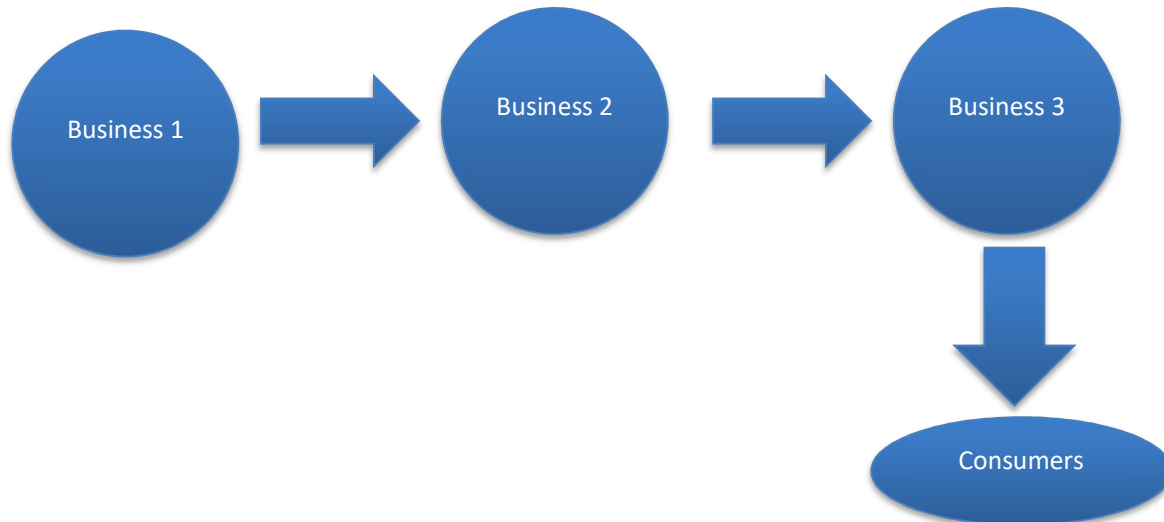
- C2C Commerce:** This is a business model which lets two end users to transact with each other. This means that the two parties involved at both ends are consumers. They interact with each other directly. E-commerce involves electronic facilitation of transaction between two individuals, often buoyed by a third party. Marketplaces like Tokopedia and Zappos are two emerging examples of C2C e-commerce.



- C2B Commerce:** This model involves transaction from the consumers to the business, this is a reverse model of B2C commerce. In this type of commerce the consumers provide the business houses with product development ideas or reviews which the business houses internally use for advertisement purposes. Google AdSense is one of the most intriguing examples of C2B e-commerce.



- B2B2C Commerce:** This is a model which is an extension of the traditional B2C commerce model, just that it involves the existence of intermediaries to assist the first business transact with the end consumer. This model is a better option for the concept of virtual business. Flipkart is one such example which provides variety of items from different industries like, books, fashion, electronics etc. on a single platform, Jabong is also one such example for B2B2C e-commerce.



For a layman and for just a surfaced knowledge of e-commerce, the concept comes out free from complications, economical and a very efficient method of conducting business but this concept of e-commerce invites for consideration of a lot of legal factors, from contractual liability, criminal liability, tax liability and also evidential factors of e-contracts. These legal factors were brought in notice to the market with the famous *Napster Case*⁴, wherein, the court held the Napster Co. to be vicariously liable for distributing copies of copyrighted music files as this activity fell outside the ambit of fair use. From this case, there have been a number of cases wherein the online business houses were brought in front of the house of law for several infringements.

1.1 INDIAN SCENARIO

India has accepted this platform with open hands, especially with all the legislative changes and amendments. The MCA-21 programme which was launched by the Ministry of Corporate Affairs (MCA) played a major role in revolutionising digital signature usage by making E-filing mandatory for majority of the documents required to be filed under the parent act, The Companies Act. This change also extended to the Limited Liability Partnership Act 2008. The Indian Tax department also came forward to accept the new era by providing for compulsory filing of return in an electronic mode. Now, also the registration under the Foreign Contribution Regulation Act (FCRA) has to be filed electronically.

Also, with an 100% Foreign Direct Investment allotment in the market to the e-commerce format is a big step. Even though the guidelines issued by the Department of Industrial Policy and Promotion (DIPP) on FDI for e-commerce, foreign direct investment has not been permitted in inventory based models of e-commerce, where the business houses exercise ownership over the inventory. The acknowledgment for the necessity of regulating e-commerce by Raghuram Rajan, the now RBI Governor has also eliminated some light on the right path for e-commerce regulations.

Looking at the wide ambit of electronic documents, signatures, contracts etc. in today's market, the paper will deal with some important legal issues relating to e-commerce in India and a comparison with various legislations of other countries (U.S.A, U.K, Australia, Singapore, Canada). The legal issues will be dealt with under the following laws;

- Indian Contract Act, 1872
- Indian Evidence Act, 1872
- Information Technology Act, 2000 and
- Indian Penal Code, 1860

⁴ A&M Records, Inc. v. Napster, Inc, 239 F. 3d 1004 (9TH CIR. 2001).

2. LEGAL ASPECT

2.1 E- CONTRACTS AND INDIAN CONTRACT ACT, 1872

The Indian Contract Act, 1872 governs all the issues relating to contracts and execution of contracts in the territory of India. The respective legislation provides for a framework for contract execution, rights and liabilities of the parties, it codifies the effect of breach of the terms of a contract and most importantly lays down 'what' constitutes a contract and what are the requirements for a valid contract.

The essentials of a valid contract are:

- Capacity to contract
- Offer and Acceptance
- Lawful Consideration
- Free Consent
- Lawful Object

*An agreement enforceable by law is a contract.*⁵ Since the Indian Contract Act, provides for a very unambiguous definition of a contract which is written or oral by way of Sec 2, it does not specifically deal with e- contracts. Therefore, the definition of e- contract is a mere inference from Sec 10 of the Indian Contract Act. This inference was made due to the major increase in the number of businesses going on to the virtual world. The section reads as follows,

*"All agreements are contracts if they are made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object, and are not hereby expressly declared to be void. Nothing herein contained shall affect any law in force in India, and not hereby expressly repealed, by which any contract is required to be made in writing or in the presence of witnesses, or any law relating to the registration of documents."*⁶

Therefore, with the light of the above section and e- contract can be validated as a contract in a conventional sense, if there is an offer made and acceptance⁷ of the same offer in the same sense is conveyed. This can be done by way of usage of emails, online forms and online agreements. There is a lawful consideration⁸ for the same. There is competency to contract, the consent given from the accepting party is a free consent and is not coerced or colored with undue influence. If all the essentials as mentioned under the Contract Act are satisfied by an agreement made online then it can be equated to a valid contract as defined under Sec 2(h) of the *Indian Contract Act, 1872*.

There are three types of e- contracts, namely;

- 1) Clickwrap Agreements
- 2) Shrinkwrap Agreements, and
- 3) Browsewrap Agreements

Clickwrap agreements among the three are the most widely used methods of e- contracts. In this type of agreements, the user is required to affirmatively click a box, 'I Agree' on the website acknowledging his agreement to the terms and conditions mentioned in the contract. Here the parties enter into a contract at just the click of a button.⁹ These kind of agreements have been upheld by the courts many a times, in the famous case of *Feldman v. Google, Inc.*,¹⁰ the courts held that the plaintiff [Feldman] had reasonable notice of the terms and manifested assent to the agreement. They used the reasoning from *Baer v. Chase, 2006* and said:

"...Contracts are 'express' when the parties state their terms and 'implied' when the parties do not state their terms. The distinction is based not on the contracts' legal effect but on the way the parties manifest their mutual assent. [...] To determine whether a clickwrap agreement is enforceable, courts presented with the issue apply traditional principles of contract law and focus on whether the plaintiffs had reasonable notice of and manifested assent to the clickwrap agreement."

A shrinkwrap agreement allows the party involved in a contract to read the terms and conditions only after they open a box within which the product is packed. This is not directly associated to e- commerce. The validity of a shrinkwrap agreement was held in 1996 in the landmark case of *Pro CD v. Zeidenberg*¹¹, the U.S courts held the validity of a shrinkwrap license that is included with computer software.

Browsewrap agreements are the once which become binding on the party by the mere use or visit of the website. These are often connected to the webpage by a hyperlink to another webpage wherein, the terms and conditions of the respective contract are mentioned. These type of contract usually do not contain any affirmative manifestation of consent by the contracting party as the terms and conditions to the contract are not expressly mentioned to the party, they have to actively click on the hyperlink to get the knowledge of these terms and conditions. These types of agreements are often not recognised by the courts, as it appears that these agreement do not fulfil the essentials of a valid contract, this was laid down in *Nguyen v Barnes & Noble, Inc.*¹². The court opined that, *"...when a website or a party makes the terms and conditions available by way of a conspicuous hyperlink on every page of the website but otherwise does not provide any notice to the users nor prompts them to take any affirmative action to demonstrate assent, even close proximity of the hyperlink to relevant buttons user must click on- without more- was insufficient to give rise to constructive notice."*

After discussing the types of e- contracts and their validity in the legal world, lets now delve into the aspect of why and how an e-contract can be held valid with help of legal provisions and their interpretations.

As stated earlier an e- contract can be equated with a conventional contract by way of Sec 10 of the Indian Contract Act, provided it adheres to all the requirements of a valid contract.

A contract has to be mutually assented to for it become a valid contract, even though The Indian Contract does not require all contracts to be physically written and signed by the promise¹³ but under some statutes signature by the contracting parties are mandatory, like the Indian Copyright Act, 1957, requires signatures by the assignee for the assignment of copyrights.¹⁴ For such purposes on the e- commerce platform the Information Technology Act, 2000 equates electronic signatures to handwritten signatures¹⁵.

For the purpose of validating such contracts it is important to go in depth to understand e- signatures.

For the reason of commerce going online and the revolution in the technology field, the legislature felt the necessity of introducing a legislation which regularised the IT sectors and its affiliation. This legislation deals with and works as a catalyst to the validity of e- contracts. Section 3 of the act deals with authentication of electronic records and section 4 goes on to provide such records legal validity in the country by way of the use of digital signatures¹⁶.

In the Indian Market, digital signatures were introduced as a hybrid concept of electronic signature which is taken from the UNCITRAL Model Law on Electronic Signatures, 2001. Electronic signature is a parent concept and is inclusive digital signatures. E- signatures can be of various types, namely;

- Typewritten
- Scanned

⁵ Indian Contract Act, 1872, § 2(h).

⁶ Indian Contract Act, 1872, § 10.

⁷ *Carlill v Carbolic Smoke Ball Co*, [1892] EWCA Civ 1.

⁸ *Lampleigh v Braithwaite* [1615] EWHC KB J17.

⁹ See *Be In, Inc. v. Google Inc.*, No. 12-CV-03373-LHK, 2013 WL 5568706, at *6 (N.D. Cal. Oct. 9, 2013).

¹⁰ 513 F.Supp.2d 229 (E.D.Pa.2007).

¹¹ 86 F.3d 1447 (7th Cir. 1996).

¹² D.C. No. 8:12-cv-0812-JST.

¹³ The Indian Contract Act 1872, § 9.

¹⁴ The Indian Copyright Act, 1957, § 19.

¹⁵ The Information Technology Act, 2000, § 5,.; *Forcelli v. Gelco*, 109 A.D.3d 244,972 N.Y.S.2d 570 (2013).

¹⁶ The Information Technology Act, 2000, § 5.

- Electronic Representation of hand written signatures
- A unique representation of characters
- Retina, digital representation of characters
- Cryptographic means

Digital Signatures are defined as an authentication in any form by electronic methods for an electronic record.¹⁷

Countries like the U.S.A, U.K, Canada, Australia and Singapore have developed a specific legislation dealing with and regulating e- signatures alone. This is because they have realised the scope of misuse and the legal aspect involved in e- commerce and its authentication. The U.S has Uniform Electronic Transaction Act (UETA), this legislation was passed with a view of unifying the laws within the states. Personal Information Protection and Electronic Documents Act (PIPEDA), is a Canadian legislation specifying how business should be conducted online and how the data should be handled to ensure security as well as privacy. This legislation has entrusted consumers with secure e- commerce in the country. The Electronic Communications Act 2000 is a legislation of the U.K, which is of the similar structure and of the same content to the E.U Directive. This legislation validates e signatures in the respective territory and promotes e-commerce and data storage. In Australia, the Electronic Transactions Act was passed in the year 1999, regulating framework for electronic transactions and also stated that no transaction can be invalidated just for the reason that it is completed electronically.

India also came up with an act which was inspired by the e- commerce relating legislation in Singapore, it was called the Electronic Commerce Act, 1998 but was never passed in India. Instead of a uniform and a consolidated legislation relating to e- commerce and e- signatures different legislations govern them in our country.

2.2 THE INDIAN PENAL CODE, 1860

The Indian Penal Code has been in India for the last 152 years and its application in the country has been extremely successful but with the inception of the era of technology and the dawn of e-commerce, the Indian legislators felt the need improving the regulation for business houses which work online. With the Information Technology Amendment Act, 2008 the IPC was also amended to add section 29A¹⁸, which lays down the introduction and gives recognition to electronic signatures for being dealt under criminal law in India, in accordance with sub-section (1) of section 2 of the Information Technology Act, 2000.

Existence of digital/ e- signatures in India majorly increase the number of cases of forgery in India, forgery is a crime where a person replicates someone else’s authenticity.¹⁹To counter or curb the number of forgery cases the Law of Commission came with an amendment in relation section 463 and 464, to add electronic records and electronic signatures within the ambit of ‘making of false documents’.

Keeping the aspect of frauds involved with digital signatures a case wherein, the respondent, the fraudster with a use of fake pan card and MTNL bill obtained a digital signature certificate on the name of the Petitioner company and went ahead and appointed himself and 3 others as the directors of the company and also attempted on to increasing the share capital of the company from Rs. 5 crore to Rs. 45 cr.²⁰ The Bombay High Court raised concerns regarding the credibility of digital signatures and need for stringent verification mechanism for digital signature. The court went on to add that;

This is a matter that needs the attention of both the Company Judge as also the Chief Justice for further action possibly in a Suo Motu PIL, in which the MCA can be asked to set out safety norms for the use of digital signatures at the MCA portal and the department of telecommunications can be called on to issue guidelines regulating issuance of digital signatures. Unless that is done on a priority basis, every corporate entity is potentially vulnerable."

For the purpose of safeguarding and getting forgery of electronic records under the ambit of the act other sections were also amended.

Also, keeping in mind when such situation arises where and which court will have the authority to take cognizance of such cases? Section 3 of the Indian Penal Code gives out jurisdiction for crimes being committed in India and as well as outside India, but has not been amended to include the jurisdiction for crimes committed while conducting e- commerce. But the Delhi High Court, laid down that, place of the crime i.e. the place of the petitioner or where the wrong has been done is where the jurisdiction lies.²¹

Other Amendments which took place in respect to e- commerce are listed below.

Sections	Respective Amendments
167	A public servant who frames an incorrect document or electronic record with the intention to cause injury to any person will be punished with imprisonment for three years, or with fine, or both.
175	A person who omits to produce documents or electronic records to public servants by a person legally bound to produce will be punished with a simple imprisonment, or with fine, or both.
192	A person who fabricates false evidences, in terms of entry in a book or record or electronic record or makes any document or electronic record containing false evidence will be punished with imprisonment and with fine.
204	Any person who destroys any document or electronic record to protect it production as evidence in the court of law will be punished with imprisonment, or with fine, or both.
466	A person who commits forgery of record/ electronic record of court or of a public register will be punished with imprisonment and with fine.
468	A person who commits forgery of documents or electronic records for the purpose of cheating will be punished with imprisonment and with fine.
469	A person who commits forgery of document or an electronic record with an intention of causing harm to a reputation of someone will be imprisonment and with fine.
470	A wholly or partly false document of electronic record is termed as forgery.
471	Whoever uses a forged document of electronic record as genuine will be punished in the same manner as if he had forged such documents.
474	Someone having possession of a false document of electronic record and having an intention of using it as genuine will be punished with imprisonment and with fine.
476	A person who counterfeits upon any mark or material used for the purpose of authenticating any document or electronic record will punished with imprisonment and with fine.
477A	Whoever being a clerk, officer or servant or employed or anyone acting in such capacity falsify (alter, delete, defrauds etc.) any record or electronic record will be punished with imprisonment, or with fine, or both.

- *“electron records”, used in the above table were added with the amendment 2.3*

2.3 THE EVIDENCE ACT, 1872

The Indian Evidence Act 1872 is a legislation dealing with kinds of evidences that can be produced or admitted in a court of law by the litigating parties in India. The legislation which was enacted in 1872 did not envisage electronic signatures and records as evidences since its inception. Therefore, keeping in view the widespread use of electronic records and electronic signatures including digital signatures the legislators felt the need of amending the aforesaid Act to bring it in conformity with the changing trends in the society.

¹⁷ The Information Technology Act, 2000, § 2(p).

¹⁸ The words "electronic record" shall have the meaning assigned to them in clause (t) of sub-section (1) of section 2 of the Information Technology Act, 2000.

¹⁹ The Indian Penal Code,1872, § 464,.

²⁰ DDPL Global Infrastructure Pvt & 4 Others v. Alok Mishra & 3 Others, SL/255/2015.

²¹ SMC. Pneumatics (India) Pvt. Ltd. v. Jogesh Kwatra, Suit No. 1279/2001.

Section 3²² of the Act lays down the definition of the terms used in the Act and gives out interpretations of the relevant evidences, with the course of the amendment, the section was amended to add “electronic signatures” as admissible evidences in the court of law. Also, Section 47A²³ was inserted in the Act, providing that whenever the Court of Law has to form an opinion about an electronic signature of any person, then the opinion of the Certifying Authority which issued the electronic signature, like e- mudhra is a relevant fact in the eyes of law.

Section 67A²⁴ was inserted with the view of protecting the secured electronic signatures. The section provides that if in case the electronic signature of any subscriber is alleged to have been affixed to an electronic record the fact that such electronic signature is the electronic signature of the subscriber must be proved in the court, except in the situations it is secured electronic signature. Section 73A²⁵ has been newly inserted to provide that the court may instruct the concerned person or Certifying Authorities who issued the electronic certificate to ascertain whether electronic signature/ digital signature in the question before the court, is that of the person by whom it is purported to have been affixed. It may also direct any other person to apply the public key listed in the electronic Signature Certificate and verify the electronic signature purported to have been affixed by that same person.

Furthermore, Section 85B(1)²⁶ was inserted to provide that during any proceeding relating to electronic records, the courts have to make an assumption that the secure electronic record has not been altered since the point of time to which the secure status relates, unless it is proved otherwise in the court of law. Section 85(B)²⁷ states that, the Court has to presume that the intention behind affixing the electronic signature on the electronic record is to acknowledge their own assent to the record, unless proved contrary. Also, there can be no presumption relating to authenticity of the electronic record or any electronic signature if the same is not secured.

Section 85C²⁸ deals with situations where the Court shall presume, the detail listed in a Electronic Signature Certificate is correct, except for when the information specified as subscriber information has not been verified, if the certificate was accepted by the subscriber, unless contrary is proved.

3. CONCLUSION

The pace with which the e- commerce industry has grown in this short span is only to show how it has been accepted by the market and its credibility but has also brought to the fore the issues that the legal system of our country would face.

Long gone are the days when internet was a breakthrough phenomenon, it is now akin to our very survival, a basic necessity. Our country's legal system has tried to catch the pace with which the e- commerce industry is growing, with various enactments like the Information Technology Act, 2000 but, this enactment just deals with the host, the internet. It is quite time that India brings forth a special legislation, dealing with e- commerce alone, which would deal with all possible problems that come along with e-commerce. India can take examples from the countries who already have enacted such legislation like the UETA, PIPEDA and others as mentioned in the due course of the paper.

The major problem and the most obvious problem faced by the e-commerce industry can be that of impersonification and that of pixilation detector or rather checking the authenticity and originality of the e-signature. For combating the problem of pixilation detectors as that cannot be comprehended by handwriting experts as well, the suggestion by the Australian courts as they say 'JPEG' format to save the document should be preferred over the 'PDF' version²⁹. An effective management strategy, an efficient legislation and in- depth understanding of the entire scenario is the need of the hour for such businesses to thrive in the market and for conduction of safe and secure commerce in India.

REFERENCES

1. Commerce Definition | Investopedia. (2003). Retrieved August 17, 2016, from <http://www.investopedia.com/terms/c/commerce.asp>
2. Ganesh, V. (n.d.). Going back to brick and mortar. The Hindu. Retrieved from <http://www.thehindubusinessline.com/features/weekend-life/article3836141.ece>,
3. N. (n.d.). E-Commerce in India. Typescript submitted for publication. Retrieved from http://www.nishithdesai.com/fileadmin/user_upload/pdfs/Research-Papers/ECommerce_in_India.pdf
4. A&M Records, Inc. v. Napster, Inc, 239 F. 3d 1004 (9TH CIR. 2001).
5. Indian Contract Act, 1872, § 2(h).
6. Indian Contract Act, 1872, § 10.
7. Carilli v Carbolic Smoke Ball Co, [1892] EWCA Civ 1.
8. Lampleigh v Braithwaite [1615] EWHC KB J17.
9. See Be In, Inc. v. Google Inc., No. 12-CV-03373-LHK, 2013 WL 5568706, at *6 (N.D. Cal. Oct. 9, 2013).
10. Feldman v. Google, Inc, 513 F. Supp. 2d 229 (E.D.Pa.2007).
11. Pro CD v. Zeidenberg, 86 F.3d 1447 (7th Cir. 1996).
12. Nguyen v Barnes & Noble, Inc, D.C. No. 8:12-cv-0812-JST.
13. The Indian Contract Act 1872, § 9.
14. The Indian Copyright Act, 1957, § 19.
15. The Information Technology Act, 2000, § 5; *Forcelli v. Gelco*, 109 A.D.3d 244,972 N.Y.S.2d 570 (2013).
16. The Information Technology Act, 2000, § 5.
17. The Information Technology Act, 2000, § 2(p).
18. The Indian Penal Code, 1872, § 464,.
19. *DDPL Global Infrastructure Pvt & 4 Others v. Alok Mishra & 3 Others*, SL/255/2015.
20. SMC. Pneumatics (India) Pvt. Ltd. v. Jogesh Kwatra, Suit No. 1279/2001.

²²“all documents including electronic records produced for the inspection of the Court, such documents are called documentary evidence. “Proved””.

²³ “When the Court has to form an opinion as to the [electronic signature] of any person, the opinion of the Certifying Authority which has issued the [Electronic Signature Certificate] is a relevant fact.”.

²⁴ “Except in the case of a secure [electronic signature], if the [electronic signature] of any subscriber is alleged to have been affixed to an electronic record the fact that such [electronic signature] is the [electronic signature] of the subscriber must be proved.”.

²⁵ “Proof as to verification of digital signature.—In order to ascertain whether a digital signature is that of the person by whom it purports to have been affixed, the Court may direct—”

(a) that person or the Controller or the Certifying Authority to produce the Digital Signature Certificate;(b) any other person to apply the public key listed in the Digital Signature Certificate and verify the digital signature purported to have been affixed by that person. Explanation.—For the purposes of this section, “Controller” means the Controller appointed under sub-section (1) of section 17 of the Information Technology Act, 2000.]”.

²⁶ “In any proceedings involving a secure electronic record, the Court shall presume unless contrary is proved, that the secure electronic record has not been altered since the specific point of time to which the secure status relates.”.

²⁷“In any proceedings involving a secure electronic record, the Court shall presume unless contrary is proved, that the secure electronic record has not been altered since the specific point of time to which the secure status relates.”.

²⁸ “The Court shall presume, unless contrary is proved, that the information listed in a [Electronic Signature Certificate] is correct, except for information specified as subscriber information which has not been verified, if the certificate was accepted by the subscriber.”.

²⁹ Getup Ltd v. Electoral Committee, 2010 FCA 869.

REQUEST FOR FEEDBACK

Dear Readers

At the very outset, International Journal of Research in Commerce & Management (IJRCM) acknowledges & appreciates your efforts in showing interest in our present issue under your kind perusal.

I would like to request you to supply your critical comments and suggestions about the material published in this issue, as well as on the journal as a whole, on our e-mail infoijrcm@gmail.com for further improvements in the interest of research.

If you have any queries, please feel free to contact us on our e-mail infoijrcm@gmail.com.

I am sure that your feedback and deliberations would make future issues better – a result of our joint effort.

Looking forward to an appropriate consideration.

With sincere regards

Thanking you profoundly

Academically yours

Sd/-

Co-ordinator

DISCLAIMER

The information and opinions presented in the Journal reflect the views of the authors and not of the Journal or its Editorial Board or the Publishers/Editors. Publication does not constitute endorsement by the journal. Neither the Journal nor its publishers/Editors/Editorial Board nor anyone else involved in creating, producing or delivering the journal or the materials contained therein, assumes any liability or responsibility for the accuracy, completeness, or usefulness of any information provided in the journal, nor shall they be liable for any direct, indirect, incidental, special, consequential or punitive damages arising out of the use of information/material contained in the journal. The journal, neither its publishers/Editors/ Editorial Board, nor any other party involved in the preparation of material contained in the journal represents or warrants that the information contained herein is in every respect accurate or complete, and they are not responsible for any errors or omissions or for the results obtained from the use of such material. Readers are encouraged to confirm the information contained herein with other sources. The responsibility of the contents and the opinions expressed in this journal are exclusively of the author (s) concerned.

ABOUT THE JOURNAL

In this age of Commerce, Economics, Computer, I.T. & Management and cut throat competition, a group of intellectuals felt the need to have some platform, where young and budding managers and academicians could express their views and discuss the problems among their peers. This journal was conceived with this noble intention in view. This journal has been introduced to give an opportunity for expressing refined and innovative ideas in this field. It is our humble endeavour to provide a springboard to the upcoming specialists and give a chance to know about the latest in the sphere of research and knowledge. We have taken a small step and we hope that with the active co-operation of like-minded scholars, we shall be able to serve the society with our humble efforts.

Our Other Journals

