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# **JURISDICTIONAL CHALLENGES IN E-CONTRACTS: A CRITICAL ANALYSIS OF INDIAN AND INTERNATIONAL APPROACHES**

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## **Abstract**

E-commerce and the rapid proliferation of the same, there has been a complete transformation in the formation and enforcement of contracts that gave rise to e-contracts which are beyond the territorial boundaries of any nation state. The issue of jurisdiction related to e-contracts is indeed a complex one since apart from improving the effectiveness and convenience of transactions through e-contracts, the problem of determination of jurisdiction becomes controversial where international business is concerned. This chapter will look into the problems of jurisdiction with respect to e-contracts, taking into consideration particularly the Indian legal context as against international jurisdictions.

As far as India is concerned, the law relating to jurisdiction in e-contracts would be governed either by certain settled legal principles under the Code of Civil Procedure, 1908, or statutory provisions of the Information Technology Act, 2000. But, these laws do not cover many aspects peculiar to international electronic transactions. In this chapter, various judicial decisions relating to an attempt to apply some of the traditional concepts like that of territorial nexus, cause of action, and forum selection to the present-day scenario of electronic transactions will be considered.

On the international front, the chapter draws attention to efforts to harmonize through such tools as the UNCITRAL Model Law on Electronic Commerce, as well as comparison approaches undertaken from the perspective of jurisdictions such as the USA and the EU. Nonetheless, notwithstanding the numerous harmonization efforts, there is still quite a lot of divergence regarding the way such jurisdictional problems have been handled, and thus the problem of litigation arises.

This paper employs a doctrinal approach to research, combined with a comparative analysis of different jurisdictions to highlight the gaps in the current legal systems and evaluate the effectiveness of existing solutions with regards to jurisdictional disputes in e-contracts. It is argued that new approaches should be developed to create a more coherent framework,

including better rules regarding jurisdiction, more protection for consumers, and ODR mechanisms.

**Keywords:** E-Contracts; Jurisdiction; Cross-Border Transactions; Private International Law; Information Technology Act, 2000; UNCITRAL Model Law; Clickwrap Agreements; Browsewrap Agreements; Forum Selection Clauses; Online Dispute Resolution (ODR); Digital Commerce; Consumer Protection.



## **Introduction**

With the accelerated development of information and communications technology, conducting commercial business has undergone a fundamental shift. Traditional forms of contractual relations, which have always been physically based and bound by territorial jurisdiction, have been superseded by a new form of contractual agreement known as electronic contract (e-contract). Through the use of emails, websites, and other online services, it is possible to conduct an immediate transaction regardless of the physical territory, which has dramatically changed the world commercial environment. At the same time, this process has raised several issues in law.

Jurisdiction is one of the fundamental terms of civil procedure. According to this notion, jurisdiction denotes the authority of the particular court over a dispute. Traditionally, it is based on territorial jurisdiction, physical presence, and the territory where the subject matter takes place. However, within the framework of e-contracts, traditional rules are not always applicable since cyberspace has no physical territory. The problem becomes complicated as a result of multiple parties involved in transactions that may be located in different countries, various servers involved, etc.

It is through the Indian Information Technology Act that electronic contracts receive recognition in India, allowing for the validity of electronic records and digital signatures, hence making such contracts equal to traditional contracts in terms of legitimacy. However, it should be noted that there are no provisions of the Act which address issues related to jurisdiction of electronic contracts. This means that when dealing with e-contracts, the Indian courts tend to refer to the provisions contained within the Code of Civil Procedure, 1908, especially those concerning territorial jurisdiction. The use of the said provision is problematic considering that it was formulated during a time when most transactions took place physically.

Judicial interpretation of provisions related to jurisdiction of electronic contracts in India refers to the application of doctrines such as “cause of action.” There are also instances where the “purposeful availment” test is used when dealing with jurisdiction of internet-based transactions.

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Information Technology Act, 2000, No. 21 of 2000, § 10A (India).

The issue of harmonization of laws on electronic commerce and jurisdiction at the international level has gained much attention. UNCITRAL, for instance, has created some legal instruments on the subject, most notable of which is the Model Law on Electronic Commerce, aimed at ensuring uniformity in regulating electronic transactions. Besides, the individual jurisdiction of states like the United States and the European Union have also formulated special policy in managing the issue of jurisdiction on the internet with regard to elements of justice, foreseeability, and consumer protection. However, there is a problem that arises from the fact that no international framework has been developed for solving cross-border disputes in such a case.

In view of the analysis provided above, this study intends to provide an overview of the issue of jurisdiction with regard to e-contracts and its legal significance through a critical review of relevant laws. The research will try to focus on the issue of jurisdiction on the basis of experience in India and the international perspective of the issue.



### **Research objective**

1. Discussion on the concept, character, and legal aspects of e-contracts within the framework of Indian laws, particularly the IT Act of 2000.
2. Analysis of laws relating to jurisdiction in Indian Laws, specifically in relation to Code of Civil Procedure, 1908.
3. Determination of the issues of jurisdiction in relation to e-contracts, particularly the international character of e-contracts and determination of the forum and place of making of e-contracts
4. Examining the legal enforceability of the jurisdiction and forum clause in electronic contracts, particularly in clickwrap and browsewrap contracts.
5. Conducting comparative legal analysis of foreign laws on jurisdiction in e-contracts, especially in the context of international bodies like UNCITRAL, U.S., and EU laws.
6. Assessing the efficacy of the current legal regime for jurisdictional problems in e-contracts and its sufficiency in resolving issues of legal certainty and consumer protection.
7. Analyzing the scope and utility of new and emerging technologies such as ODR in solving the problems relating to jurisdiction in e-contracts.
8. Legal reforms to develop a framework of jurisdiction in e-contracts with regard to technological aspect.

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### **Research Questions**

1. How does the issue of jurisdiction take place in e-contracts in the borderless world of internet, and how effective are the legal rules formulated in the Information Technology Act, 2000?
2. How are the traditional principles of jurisdiction such as territorial nexus and cause of action applied by Indian courts in accordance with the Code of Civil Procedure, 1908 in cases concerning e-contracts?
3. What jurisdictional problems are faced in cross-border cases related to e-contracts, especially regarding determination of place of execution of the contract and the governing law of the contract?
4. How are jurisdiction and forum selection clauses included in electronic agreements, including clickwrap and browsewrap contracts, binding and whether these clauses represent free consent on the part of the parties involved?
5. How does the international legal regime, particularly the UNCITRAL model law, deal with the problem of jurisdiction in e-contracts?
6. What are the comparative jurisdictional regimes, such as those practiced in the US and the EU, in order to resolve the disputes that occur in international online transactions?
7. Do we need an international and technological regulation in dealing with jurisdiction in e-contracts, and could Online Dispute Resolution (ODR) help prevent such disputes?



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UNCITRAL, Model Law on Electronic Commerce, U.N. Doc. A/51/162 (1996).

## **Research Methodology**

In the present research work, both doctrinal and comparative methodologies have been used for analyzing the jurisdictional problems that arise in relation to e-contracts. The use of doctrinal methodology for analyzing the present issue is done to study the relevant laws in India that provide for the recognition of e-contracts and the law relating to territorial jurisdiction through procedures provided under the Code of Civil Procedure, 1908.

Further, the comparative methodology has been adopted in the present research for comparing the approaches taken by various jurisdictions towards dealing with issues of jurisdiction in e-contracts. Thus, international instruments like the Model Law on Electronic Commerce prepared by UNCITRAL for harmonizing laws of electronic commerce have been studied. The research has also studied approaches taken by other jurisdictions, specifically the United States and the European Union for regulating jurisdiction in cyberspace.

Primary sources consist of statutes, judicial precedents, and international legal documents pertaining to e-contracts and jurisdiction. Relevant case laws have been critically analyzed in order to comprehend the way in which courts address issues of contract formation, jurisdiction, and validity of forum selection agreements. On the other hand, secondary sources encompass textbooks, journal papers, reports, and commentaries published by eminent scholars, whose opinions have proved vital in analyzing the changing trends of cyber law and private international law.

The research methodology applied to this study will involve qualitative methods, meaning that the focus will be on interpreting, evaluating, and analyzing laws rather than collecting and analyzing data. In general, the purpose of this paper will be to find any inconsistencies and discrepancies within existing laws dealing with jurisdiction in electronic contracts.

Moreover, the research approach used here will include a reformist approach, whereby the suitability of current laws will be examined and some recommendations provided. It is also important to note that this is significant as the use of innovative approaches such as ODR can help resolve disputes.

## **Review of Literature**

The concept of jurisdiction in relation to e-contracts has been extensively analyzed by scholars due to an increase in digital business operations and cross-jurisdictional transactions. The first wave of academic research concerning cyberspace jurisdiction addressed the application of traditional approaches to the problem under discussion. According to Henry H. Perritt, Jr. – one of the pioneers in studying jurisdiction in cyberspace – traditional territorial approaches are not applicable to internet-based transactions since these do not involve the physical aspect of doing business.

In the recent past, much attention has been devoted to the topic of private international law as pertaining to the internet. In particular, Dan Svantesson emphasizes the difficulties in establishing the applicable law and jurisdiction in cases where cross-border e-transactions occur and stresses the importance of flexibility in defining jurisdictional rules in relation to online activities.

On the international regulatory front, efforts to bring uniformity in the legal treatment of electronic transactions can be traced back to the UNCITRAL Model Law on Electronic Commerce. Although this Model Law is considered an exemplary attempt at regulation, many scholars have observed that it does not cover jurisdictional disputes, and hence there still remains much scope for interpretation in domestic legislations.

Within the Indian jurisdiction, several researchers have analyzed the relationship between the IT Act, 2000 and existing procedural laws. Amongst the various views expressed, Avtar Singh argues that although the IT Act does provide for the legality of electronic transactions, it fails to address the question of jurisdiction adequately, thus requiring a resort to the Code of Civil Procedure, 1908.

Decisions made by courts have also played a pivotal role in adding to the body of knowledge on this issue. For example, the purposeful availment test was formulated in *Banyan Tree Holding (P) Ltd. v. A. Murali Krishna Reddy* in the context of establishing jurisdiction in disputes involving use of the internet and it has been a landmark case in Indian jurisprudence.

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*Banyan Tree Holding (P) Ltd. v. A. Murali Krishna Reddy*, 2010 (42) P.T.C. 361 (Del.).

Similarly, the validity of electronic contracts was accepted in *Trimex International FZE Ltd. v. Vedanta Aluminium Ltd.* by the Indian Supreme Court. These two cases have been thoroughly examined by academicians owing to their contribution in creating a conducive legal environment for e-contracts in India.

Outside India, the Zippo sliding scale test created in *Zippo Manufacturing Co. v. Zippo Dot Com, Inc.* has received wide attention from scholars in regard to establishing jurisdictional standards depending on the interactive capacity of websites. Another important aspect of foreign jurisdiction law is the EU approach, where Brussels I Recast Regulation has been hailed as predictability oriented and consumer protective.

Although there are already numerous studies conducted in relation to the subject, some issues still need to be explored further. The majority of previous researches tend to be either theoretical in nature, dealing with the concepts of jurisdiction, or are dedicated to discussing the characteristics of specific jurisdictions. In addition, there is a lack of sufficient attention being paid to new tools that can help resolve jurisdictional disputes in e-contracts, including Online Dispute Resolution



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*Trimex Int'l FZE Ltd. v. Vedanta Aluminium Ltd.*, (2010) 3 S.C.C. 1 (India)

## **Conceptual Framework: E-Contracts and Jurisdiction**

E-contracts denote a new trend in contract-making processes, owing to their electronic nature, thus showing the modern dependence on electronic technologies. In general, e-contracts are made via electronic communication, including emails, websites, and other online platforms, with all offers, acceptances, and considerations expressed electronically. As far as the Indian jurisdiction is concerned, such contracts are considered legitimate under the Information Technology Act of 2000, thus having the same legal status as conventional paper contracts.

Clickwrap, browsewrap, and shrinkwrap agreements are among the most common types of e-contracts. The former involves a person's active consent by clicking "I agree," whereas the latter two assume that a person consents by using the platform further. It is necessary to say that there are certain issues associated with the consent, especially when the power balance between contracting parties is not equal and the consent cannot be said to be voluntary.<sup>3</sup>

However, in contrast to that, jurisdiction means the power of a court to hear and settle disputes. According to the traditional principles, jurisdiction can be determined in accordance with several criteria including the residence of the parties, the place of the happening of the case, and the subject matter of the dispute. In India, the Code of Civil Procedure, 1908 sets forth the criteria to determine territorial jurisdiction. But when it comes to e-contracts, traditional criteria cannot be effectively used because the transaction is not limited to any particular geography.

Indeed, the very nature of cyberspace does not presuppose any borders. In online transactions, it is rather challenging to establish the place of contract formation because the offer and the acceptance can be made in several jurisdictions at once. This is why courts try to come up with new tests to settle such cases. In India, one of the examples of such test can be called "purposeful availment."

Several methods have been adopted in an international context to overcome the jurisdiction issue that exists within cyberspace. For example, the "Zippo sliding scale" test is used to decide whether a website would be subject to jurisdiction according to how interactive it is; it was first identified in the case of *Zippo Manufacturing Co. v. Zippo Dot Com, Inc.* UNCITRAL Model Law for Electronic Commerce has also made attempts to harmonize law standards related to electronic dealings, but it cannot solve the problem of jurisdiction completely.

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*Zippo Mfg. Co. v. Zippo Dot Com, Inc.*, 952 F. Supp. 1119 (W.D. Pa. 1997); Regulation (EU) No 1215/2012 (Brussels I Recast)

## **Legal Framework in India**

The centerpiece of the legal framework is the Information Technology Act, 2000, wherein electronic records and digital signatures are accorded statutory recognition. Sections 4 and 5 of the Act provide for the equal status of electronic records and signatures with traditional written records and signatures, thus ensuring that e-contracts are legally binding. Furthermore, Section 10A of the Act provides for the validity of e-contracts by explicitly recognizing them as lawful contracts, eliminating any confusion about their legality within the purview of Indian law. While the Act legitimizes e-contracts, it does not stipulate any specific guidelines regarding jurisdictional disputes emanating from e-contracts.

Lacking specific guidelines under the Information Technology Act, the Code of Civil Procedure, 1908 provides the basis for determining the territorial jurisdiction of civil suits, according to which territorial jurisdiction can be established on grounds specified under Sections 16 to 20 of the Code. The primary considerations include the defendant's domicile and the place of operation or occurrence of the cause of action. It is pertinent to note that in the case of e-contracts, the determination of territorial jurisdiction is rendered complicated owing to the virtuality of e-transactions.

There have been judicial pronouncements that have made it possible for these principles to be applied in the digital environment. In the landmark case of Trimex International FZE Ltd. v. Vedanta Aluminium Ltd., the Supreme Court of India has acknowledged that electronic communications can be used in concluding contracts without necessitating any writing whatsoever.<sup>4</sup> This pronouncement was indeed one of the important decisions made by the Supreme Court of India concerning validity and enforceability of e-contracts in the country.

In the same vein, the Delhi High Court, in its decision in Banyan Tree Holding (P) Ltd. v. A. Murali Krishna Reddy, set out an important principle with regards to the jurisdiction in internet-related cases. It was noted that the jurisdiction could not be based simply on the accessibility of the website but on the “purposeful availment” of such jurisdiction by the defendant.

In addition to the above changes, the Indian judiciary has also recognized the legality of jurisdiction clauses in e-contracts. Although such clauses tend to be valid, they are still open to judicial examination in situations involving unequal bargaining and/or an unjust consequence of enforcement.<sup>6</sup> This is especially true in standard-form contracts, including those based on clickwrap agreements, where the user’s ability to negotiate is severely constrained.

In the larger context, the Indian law pertaining to e-contracts shows that India is trying to find the right balance between its procedural traditions and the needs of the emerging digital

economy. Yet, one cannot ignore the fact that India lacks a proper statutory regime for resolving the issue of jurisdiction in e-contracts, which often leads to inconsistencies and vagueness.

All things considered, while India's legislative efforts in recognizing e-contracts, which started with the adoption of the Information Technology Act, 2000, have been commendable, the time has come for India to introduce clear rules concerning the jurisdiction applicable to e-contracts.



## **Jurisdictional Challenges in E-Contracts**

Firstly, there is the issue of the place of formation of contract. Formation is normally linked with the place where an offer is made and accepted in case of traditional contracts. But in case of e-contracts, there may be simultaneous occurrences of offer and acceptance in two or more jurisdictions. It would become hard to fix a forum for governance. The instant character of electronic transmission adds to confusion by making it hard to distinguish the offer and acceptance of contract.

Another problem related to internet transactions is that of territorial jurisdiction. According to Indian law, the jurisdiction of court depends upon the place where the cause of action has arisen and where the defendant resides. But in e-commerce transactions, there will be many connecting factors arising in multiple jurisdictions. Thus there will be many places for fixing territorial jurisdiction which may lead to conflict between various judicial decisions.

Website accessibility poses yet another problem. The issue here concerns the sufficiency of website availability in a specific jurisdiction for purposes of conferring jurisdiction upon courts within that jurisdiction. In the case of *Banyan Tree Holding (P) Ltd. v. A. Murali Krishna Reddy*, the Delhi High Court made clear that website availability alone would not suffice to exercise personal jurisdiction. Rather, it required that there be “purposeful availment” on part of the defendant—that he had “targeted” the users in that jurisdiction.<sup>3</sup> Such standards, though useful, are applied inconsistently especially in complex business transactions.

A further complication arises with respect to forum-selection and jurisdiction clauses in electronic contracts. Forum-selection clauses are common features in electronic agreements where parties choose specific jurisdictions in which to litigate any dispute that may arise. These clauses are generally upheld by the courts. However, they may come under scrutiny whenever there is a problem with the balance of power between the contracting parties and the presence of informed consent among them. The complications of cross-border transactions become even more complicated when considering conflict of laws and judgment execution. The lack of an international standardized framework may lead to overlapping jurisdictions and problems with judgment enforcement. Although efforts have been made through international documents formulated by the UNCITRAL towards unification of certain aspects of e-commerce legislation, jurisdiction issues remain unresolved and create certain gaps in the framework.

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Daniel Svantesson, *Private International Law and the Internet* (3d ed. 2016)

Furthermore, the development of online platforms and intermediaries has posed the problem of liability and jurisdiction of these multinational businesses. Whether an online platform is subject to the jurisdiction of a specific court would depend, among other things, on the extent of its activities in the jurisdiction. This aspect poses certain difficulties especially in cases dealing with international companies operating globally.

An important problem associated with cross-border transactions is also connected with the protection of consumers. In many situations, consumers enter into transactions without realizing that there are clauses concerning the jurisdiction of dispute resolution, which require the person to bring legal proceedings in foreign or distant jurisdictions.



### **Comparative Analysis: International Approaches**

Regarding the issue of jurisdiction in the online environment in the US, it is essential to highlight that such jurisdiction is primarily governed by due process principles enshrined in the Constitution of the United States, namely, the requirement of minimum contacts. As a result, courts should determine whether there were enough links between a respondent and a forum state to justify the court's jurisdiction over him/her. An important innovation in this regard has occurred in the case of *Zippo Manufacturing Co. v. Zippo Dot Com, Inc.*<sup>4</sup> In particular, this case introduced the "sliding scale" criterion, according to which the degree of interaction with visitors determines a website's category. Thus, websites can vary from completely passive sites containing only information about their owners to very interactive websites enabling customers to buy products or receive services.

Conversely, the European Union takes a systematic and consumer-focused approach towards the establishment of jurisdiction. In particular, the Brussels I Recast Regulation (Regulation (EU) No 1215/2012) stipulates certain requirements in terms of jurisdiction and the recognition and enforcement of judgments in civil and commercial matters. According to the Regulation, predictability is an important element which also allows protecting weaker parties – especially consumers – who may file claims in their country of residence. Therefore, there is a policy that focuses on providing sufficient protection to consumers in cross-border operations. At the same time, it may be stated that such approaches create some burdens on enterprises operating in multiple jurisdictions.

On the international stage, various attempts at the achievement of legal harmonization are made by organizations such as UNCITRAL. In particular, the UNCITRAL Model Law on Electronic Commerce can be regarded as a good basis for the legal regulation of e-contracting. Nevertheless, the Model only provides a framework for ensuring the validity and proper formation of e-contracts. It does not regulate other crucial aspects of e-contracting including jurisdictional disputes. As a consequence, discrepancies between jurisdictions continue to exist. Another significant trend is the use of Online Dispute Resolution (ODR) systems.

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*International Shoe Co. v. Washington*, 326 U.S. 310 (1945).

For cross-border disputes, where conventional procedures would be time-consuming and costly, ODR can be an alternative choice. Nevertheless, for the effectiveness of the ODR systems, factors such as enforceability of the decision and acceptance by the parties concerned need to be addressed.

A comparison between these various models reveals that the American model emphasizes flexibility and discretion. There is ample freedom of judges in dealing with emerging facts. On the other hand, the EU model is marked by legal certainty and protection of consumers through the use of well-established legal principles. While attempts are made to harmonize international conventions, their non-compulsory nature makes them susceptible to diverse interpretations.

It can be seen that the Indian model continues to follow a traditional approach of procedure. Though there are provisions in the statutes concerning e-contracts, the impact of such provisions is minimal. Despite efforts by the Indian courts to make suitable modifications to the existing doctrines in relation to changing circumstances, there appears to be no consistent policy in India.



### **Critical Analysis**

Firstly, the application of traditional notions of territorial jurisdiction contained in the Code of Civil Procedure, 1908 highlights one inherent flaw. Traditional notions of territorial jurisdiction have developed along with tangible actions, and they fail to apply in the virtual and cross-border realm of cyberspace. While the Information Technology Act, 2000 acknowledges the existence of electronic agreements, it does not provide any jurisdictional clause.<sup>2</sup> The discord between acknowledging electronic transactions and deciding how they can be settled creates a lacuna in the statute.

However, the judiciary has tried to bridge this gap by using doctrines such as “purposeful availment” in the landmark judgment of *Banyan Tree Holding (P) Ltd. v. A. Murali Krishna Reddy*. It is laudable that the judiciary tries to make up for legislative inadequacy, but simultaneously, this approach highlights yet another issue—lack of standardized criteria. Judges might interpret the criteria differently, depending on the facts of each individual case. In addition, the inclusion of jurisdiction clauses within the framework of standard form e-contracts has very serious implications with regard to consent and fairness. While, theoretically, there could have been no problem in allowing contracting parties complete freedom in choosing their forum through jurisdiction clauses, the concern is with situations where such jurisdiction clauses find themselves in click-wrap and browse-wrap contracts where one of the contracting parties finds himself helpless vis-à-vis the other. Consent that emerges in this situation may appear problematic insofar as the individual may not even know about the repercussions of entering into such contracts.

Comparatively, the Indian model appears to be less advanced than others. While in the US, the system followed is case-by-case determination on the basis of minimum contact, in the EU, there is a defined system wherein consumer protection takes precedence. Even though the two models are flawed in many ways, they are certainly better adapted to dealing with contemporary legal challenges compared to the Indian model which relies heavily on procedural laws.

A further problem area lies in the failure of establishing efficient processes for dispute resolution between nations. Absence of a globally recognized regime for handling such cases gives rise to jurisdictional conflicts, conflicting rulings, and difficulty in enforcing decisions made through various jurisdictions. Efforts to harmonize e-commerce law through UNICTAL have made limited progress; however, there is no comprehensive plan addressing all jurisdictional concerns.

Another option for solving cross-border disputes in a digitally-enabled environment is the use of online dispute resolution or ODR systems. Policy suggestions made by NITI Aayog have pointed out the importance of using ODR as a viable method for resolving e-commerce disputes.<sup>7</sup> However, this form of dispute resolution has yet to become part of the existing legal process; therefore, it needs to be incorporated within the broader legal process for dispute resolution.

In summary, there are three main problems with the present-day legal framework regarding e-contracts. First, the existing laws do not provide sufficient clarity about dealing with disputes related to digital contracts. Second, there is an absence of a uniform framework for dispute resolution. Third, the law needs to evolve according to the changing technological needs of businesses and consumers.



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Margaret Jane Radin, *Boilerplate: The Fine Print, Vanishing Rights, and the Rule of Law* (2013).

## **Conclusion**

The rapid proliferation of e-commerce has led to a revolution in contract law because e-contracts are now central to contract law. Although India has made substantial progress in this area through its Information Technology Act, 2000 which gives validity to all forms of electronic contracts, the issue of jurisdiction poses serious problems which still require a solution.<sup>1</sup>

A closer examination of jurisdiction under Indian law reveals the incompatibility of the existing principles which were formulated keeping in mind territorial considerations and presence. This problem is accentuated due to the fact that courts continue to rely on the Code of Civil Procedure, 1908, for solutions to this problem since there are no provisions in contract law relating to the issue. However, courts have shown a tendency to adapt themselves to these changes by incorporating principles like that of “purposeful availment.”

When compared with international approaches, it becomes evident that countries like the U.S. and the EU are more organized in terms of addressing jurisdictional problems related to the Internet. Even though they are not perfect and suffer from several limitations, they have managed to overcome the obstacle of the lack of unified legal approach in regard to the problem at hand. The work of UNCITRAL has helped to standardize some elements of e-commerce legislation but not resolve jurisdictional issues fully.

One of the most important issues arising out of this research is related to the gap between the development of technologies and legislation. The rise in the number of standard form contracts as well as jurisdiction clauses poses a serious threat to consumer rights as their inclusion into the contracts raises serious concerns regarding fairness and effectiveness of the procedures.

Given these findings, it is clear that there is an urgent requirement for the establishment of a more consistent, technologically-oriented, and harmonized set of laws that will enable jurisdictional regulation of e-contracts. This would entail the development of comprehensive statutory regulations, consistency within the decisions made by the judiciary, and adoption of alternative dispute resolution techniques such as Online Dispute Resolution (ODR).

In Conclusion, While electronic contracts have been significant in ensuring greater efficiency in international trade relations, the effectiveness of these agreements is highly dependent on whether the legal framework can adapt to the shifting landscape. It may be posited that achieving equilibrium in legal certainty, flexibility, and justice will prove essential to solving issues of jurisdiction in the coming years.