



HOW TO DETERMINE THE JURISDICTION OVER E-COMMERCE DISPUTES IN INDIA

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E-commerce has experienced a tremendous surge during the last several years. Everything, including flats and books available online these days, The term "e-commerce" has no accepted definition because as such, it is claimed to be used to refer to a method of conducting business through different from traditional physical means, electronic means. Due to the fact that e-commerce conflicts are unavoidable when there are three or more participants to a single transaction. The lifecycle of such a business, whether it is online or offline

The commercial conflicts that in e-commerce, the business may be contractual, such as B2B and B2C, or non-contractual, such as copyright disputes, defamation Therefore, it is important to remember that many of the difficulties include jurisdictional questions, legal system questions, and the high expense of cross-jurisdictional the various types of disputes might give rise to litigation issues. Conventional court has to determine whether it has the territorial, financial, or subject the authority to hear the case that was presented to it, Nevertheless, with the internet, the query of the complexity of "territorial" jurisdiction is largely due to its lack of borders. Identifying such a this study sheds light on a variety of theories, beliefs, and principles that are a complex issue.

The study also examines how the issue is governed by private international law rules. The report also discusses The IT Act 2000's efforts to update antiquated regulations and offers strategies for combating cybercrimes.

Index words: E- Commerce, Jurisdiction

1.1 INTRODUCTION

With the internet becoming an intrinsic part of its people and the availability of internet on mobile phones, India is undergoing a digital revolution. The drop in the cost of accessing the internet, changes in urban lifestyle and the convenience that the internet has brought have all aided this transformation.

It is undeniable that E-Commerce has become an integral part of our daily lives. E-commerce, as the name implies, is the practice of purchasing and selling goods and services over the internet using online consumer services. The 'e' preceding 'commerce' is a shortened form of 'electronic.' E-efficacy Commerce's is built on electronic contracts known as E-Contracts.

Despite the Information Technology Act of 2000's legalization of E-Contracts, the majority of people still feel uneasy about them. internet commerce the explanation is because the contract's terms and conditions are not transparent. and the court to be used should a dispute emerge while a transaction with an entity is still in progress. offshore location A software system models, specifies, executes, and deploys an electronic contract. Online contracts are conceptually quite similar to conventional business agreements. Vendors display their wares, costs, and terms to potential customers. Buyers weigh their selections, haggle over terms and prices (where possible), make purchases and payments. The acquired goods are then delivered by the sellers.

Electronic business, however, creates certain unique issues because of the ways in which it varies from traditional commerce and intriguing legal and technical difficulties

Example of online transaction

- An individual buys a book from the Internet.
- An individual purchases a train ticket via the Internet.
- A company dials a toll-free number and orders a computer through the seller's interactive telephone system.
- Trader places orders over an EDI network or a supplier's extranet

2.1 Definition of Terms

2.1.1 Jurisdiction

The Latin term "juris-dictio," which means "the pronouncing or speaking of the law," is the source of the English word "jurisdiction." It denotes the importance, accuracy, and articulation. The sovereignty theory and territorial theory of state are the sources of the idea of a court's jurisdiction.

The jurisdiction of a court refers to its ability to hear cases and decide legal disputes regarding people, things, or subjects. In order to enforce laws, the government must use its legislative, judicial, and/or administrative powers. In light of this, a state's jurisdiction principles must not go beyond what is permitted under international law. A court's jurisdiction is the right to hear a case.

Types of Jurisdictions

In general, there are three different types of jurisdictions:

Jurisdiction with legislative, enforcement, and adjudicative powers

The ability of a State to establish the normative standards for the control of its citizens is known as the jurisdiction to legislate. However, when exercising jurisdiction over non-territorial bodies, the State must take into account the limitations of international law.

As the State would not like to prescribe a conduct for the execution of which there is no basis in the practical aspect, the prescriptive jurisdiction of the State is not infinite. In reality, having unrestricted ability to impose regulations will significantly jeopardise the other State's right to sovereignty.

According to international customary rules, a state is prohibited from interfering in another state's internal or external affairs in any way or for any cause. Consequently, the State generally adheres to the territoriality or effects principle doctrine and state legislative authority.

2.1.1.1 Personal Jurisdiction: A court's ability to hear and rule on a case involving only the specific parties present.

Personal Jurisdiction can be further divided into the two categories below:

General Jurisdiction - A person is subject to the authority of the relevant court with regard to any potential cause of action under the "general" jurisdiction. Historically, it relied on a person's very strong connections to the state, such as residency or domicile there, physical presence there at the time of process serving, or some other significant "continuous and systematic" relationship

Specific Jurisdiction - The term "specific" jurisdiction describes the authority of the relevant court with respect to a defined cause of action based on a specific set of "minimum contacts" with the forum state that are related to that cause of action.

2.1.1.2 Subject Matter Jurisdiction: A court's ability to hear and decide on a specific case.

2.1.1.3 Original Jurisdiction: A court's power to hear a case first and make a decision, independent of other courts. Trial courts, for instance, frequently have initial jurisdiction.

A court's ability to revisit an earlier ruling in the same matter made by another "lower" court is known as appellate jurisdiction¹

¹ Jurisdiction aspects available at <https://lawbhoomi.com/jurisdictional-aspects-in-cyber-law-and-information-technology-act/> visited on May 20 2024

2.1.2 E-Commerce

E-Commerce is an abbreviation for 'Electronic Commerce.' There is no conventional definition of e-commerce; it is stated to be used in the sense of designating a method of conducting business using the internet. Unlike traditional physical means, technological means Among these electronic means are 'click & buy' approaches utilising computers as well as 'm-commerce' techniques utilising various mobile devices or mobile phones

E-commerce encompasses more than just the sale and purchase of items online Delivery, payments, supply chain, and service management are also included both assets and topic matter. These guidelines a state's constitution and a portion of its jurisdictional laws contain provisions of jurisdiction. sovereignty. All sovereign independent States have authority over everyone, including anything within its territorial borders, as well as all civil and criminal causes that originate there.

Example

- A customer enters a store to purchase items that are not currently in stock a kiosk with a computer within the store. a transaction on the internet since the agreement over networks mediated by computers.
- All transactions made using computer networks are considered to be part of electronic commerce. Most recently, Computer networks are now commonplace thanks to developments in telecommunications and computer technology. Essential component of the financial system. Companies are increasingly making purchases easier. via the web. There has been fierce rivalry to reach each and every person who owns a computer and is linked to a website.
- E-commerce encompasses all business activities carried out electronically. Despite no regulation providing a defined definition, it includes all computer-based enterprise. networks, whether they be C2C, C2B, B2C, or B2B2C. Providing an online platform is just the beginning of the services provided; they also include effective distribution systems, appropriate payment facilitation, and an efficient service and supply chain management. Thus, despite appearances, the company is complex and entails numerous legal difficulties.²

3.1 Legality of Electronic Transaction

The Indian Contract Act, 1872, which stipulates that a legal contract must have been entered into with a free consent and for a legitimate consideration between two adults, lays forth the fundamental rules that govern electronic contracts.

Additionally, it is acknowledged by Section 10A of the Information Technology Act of 2000, which grants e-contracts legal standing. Therefore, both the Indian Contract Act of 1872 and Information Technology Act, 2000 must be studied together in order to comprehend and give e-contracts legal validity. Evidence may also be in electronic form, according to provisions of the Evidence Act of 1872.

In Trimex International FZE Ltd., the Supreme Court. UAE versus Vedanta Aluminum Ltd has ruled that emails sent between parties on their commitments to one another count as a contract, acknowledging the legality of electronic transactions

The Indian Contract Act, 2000

According to the ICA of 1872, the burden of proving that a contract was not induced by undue influence shall rest with the person in a position to dominate the other's will in cases where a person who is in a position to dominate the will of another enters into a contract with him and the transaction appears, on the face of it or on the basis of evidence adduced, to be unconscionable.

As a result, in disputes involving contracts, it will be the responsibility of the party conducting the e-commerce to prove that there was no undue influence.

Example: A customer visits a bookstore and asks if a book that is out of stock is still available. An employee of the bookstore prints the book's cover and a digital copy of the book after downloading it. Since

² E-commerce defined *available at* <https://www.investopedia.com/terms/e/e-commerce.asp> visited on May 20 2024

the agreement to purchase did not take place through an electronic network, it is not an e-commerce retail transaction. The ability to access the digitally stored copy, however, requires using an e-commerce provider³

Comparing Section 4 of the ICA, 1872 to Section 13 of the IT Act, 2000

Section 13 of the IT Act is only intended to determine the time of information's dispatch and receipt, which is an important consideration in many contracts. It explains and defines, among other things, when the dispatch and receipt of electronic records occur.

This Section really represents the "functional equivalent" approach taken by the Model Law, which merely seeks to give electronic communications the same level of legal certainty as paper-based communications and does not intend to change the national law applicable to contract formation. Therefore, Section 13 of the Information Technology Act only provides a basis for comprehending how E-contracts are created in India must read Section 13 and Section 4 of the Contract Act, which outlines certain guidelines when it comes to the transmission of proposals, acceptance, and revocation

When applying these regulations to E-contracts, **Section 13 of the Information Technology Act⁴** is helpful. For instance, if the acceptance is made by an electronic record, the following rules will emerge from a combined interpretation of the two sections. The dispatch of an electronic record such that it enters a computer resource beyond the control of the originator (acceptor) and, as against the acceptor, the entry of any information system designated by the offeror for the purpose, or, if no system is designated for the purpose, the entry of the offeror's information system, constitutes complete communication of an acceptance or if a designated information system exists but the electronic record is when it is transmitted to another information system the bidder gets hold of such an electronic record.⁵

Example:

- A emails B with a proposal to sell a house to her for a specific sum. When B receives the mail, the proposal has been fully communicated.
- B sends an email to accept A's proposal. When the email is sent, in the case of A, and when A receives the mail, in the case of B, the communication of the acceptance is complete.
- A retracts his offer through email. When the email is sent, the revocation as against A is finalised. When it is received by B, it is finished in relation to B. B sends an email retracting his acceptance. When the email is sent, B's revocation is final as opposed to B transmit, and when it gets to him, as against A.

4.1 Dispute in E-Commerce

Typically, disputes are resolved on the physical ground where one or both parties are situated. Customers, on the other hand, might be found anywhere in the world with an internet business. The obvious concern that arises is how a business can survive such extensive exposure. It is practically hard to confirm the consumer's location. Even the consumer might be able to pay for services, employing e-Cash, the electronic cash substitute, in an anonymous manner. It is important to remember that an online business might limit its clientele to countries where physical deliveries of goods are permitted.

Although it is provided, this is essentially impossible for digital goods and services that are delivered online. And the business may have to rely on the accuracy of the customer's locational information.

4.1.1 Types of E-commerce Dispute

Users of electronic commerce experience both comforts and discomforts. The conveniences include on-the-spot sales and purchases, affordable prices, convenience, time savings, etc. Frauds and online crimes conducted against customers of e-commerce are among the discomforts. It may therefore be claimed that disputes are unavoidable in the course of a business, whether it be online or offline. At times, there are disagreements and dissatisfactions between buyers and purchasers that cannot be settled through typical litigation processes. The following business disputes that an e-commerce business may run into:

³ Electronic contracts available at <https://www.indiafilings.com/learn/electronic-contracts/> visited on May 20 2024

⁴ Section 13 available at <https://indiankanon.org/doc/916793/> visited on May 20 2024

⁵ Validity of electronic transaction in India available at <https://www.mondaq.com/india/contracts-and-commercial-law/699022/validity-of-electronic-contracts-in-india> visited on May 20 2024

4.1.1.1 Contractual disputes

Are thought to be those conflicts that result from some breach of a contractual agreement, there are many different types of contractual disputes in the corporate world arena, including some of these:

- Conflicts involving the business and the Internet Service Provider (ISP)

These are the disagreements that have developed between the business and the Internet service provider (ISP)

or web hosting services provider, such as disputes over service outages, violations of contract, data protection

- Conflicts between businesses (B2B)

These types of disputes, such as non-performance of contractual obligations, misrepresentations, and consumer complaints, typically arise between the business and its suppliers considering the services that suppliers provide.

- Conflicts between businesses and consumers (B2C)

These conflicts are frequent between the business and its clients, including non-payment for goods or services, breach of the privacy policy, failure to protect the security of personal information, and non-performance of contractual obligations. The largest conceivable scope is between the business and its clients in disagreements

4.1.1.2 Non-contractual disputes

Non-contractual disputes are essentially those that develop as a result of the parties to the transaction failing to uphold any statutory requirement. These are the typical non-contractual conflicts that could occur in an internet business.

- A copyright disputes

If a business utilises protected content beyond what is permissible and without permission, it may be held accountable for copyright infringement.

- Failure in Data protection

The company might be held accountable for disclosing or distributing private information about customers, as was covered in the privacy part.

- freedom of expression

Due to online libellous content, the company could face defamation lawsuits.

- Disagreement over domain names, and competition law

If a business violates a registered or other legally recognised trademark, it could face legal action.⁶

5.1 JURISDICTION OVER E-COMMERCE DISPUTES

According to the traditional definition of jurisdiction, a court must determine whether it has territorial, financial, or subject matter jurisdiction before it may hear a case. Due to the fact that the internet has no physical borders, the issue of "territorial" jurisdiction becomes more problematic with regard to the internet. As a result, just as there are no boundaries separating one country from another, there are also none between nations

⁶Dispute available at

[https://cyber.harvard.edu/olds/ecommerce/disputes.html#:~:text=Business%2Dto%2Dconsumer%20\(B2C,of%20security%20of%20confidential%20information.](https://cyber.harvard.edu/olds/ecommerce/disputes.html#:~:text=Business%2Dto%2Dconsumer%20(B2C,of%20security%20of%20confidential%20information.) Visited on May 20 2024

5.2 Indian law's foundation for jurisdiction

The Information Technology Act of 2000 is one of many Indian laws that e-commerce websites operating in India must abide by. These Indian e-commerce websites are Internet intermediaries, and as such, they must also adhere to the due diligence obligations of cyber law, according to the IT Act, 2000. Additionally, adherence to other rules, such as contract law and the Indian penal code, is necessary for conducting e-commerce in India. Additionally, compliance is necessary when shopping online in India meets the Indian banking and financial standards in force.

5.2.1 Indian Law and E-Commerce jurisdiction

In conclusion, the very lucrative Indian e-commerce market must only be investigated after adhering to the regulations governing the relevant e-commerce market. Every e-commerce segment is controlled by a diverse set of laws, and there is no uniform set of rules and legislation that apply to all e-commerce.

5.2.1.1 Information Technology Act, 2000 vis-à-vis E-Commerce

According to the preamble, the goals of the Information Technology Act are to amend the Indian Evidence Act, 1872, the Bankers' Book Evidence Act, 1891, and the Reserve Bank of India Act, 1934, as well as to provide legal recognition for electronic commerce transactions and to facilitate electronic governance. The Act also lays out sentencing guidelines for certain online crimes and offences. It also creates a regulatory framework for cyber legislation.

The terms of this Act allow it to be applied to offences or contraventions done outside of India by anyone, regardless of nationality, if the act or conduct in question includes an Indian computer, computer system, or computer network.⁷

5.2.1.2 The Indian Penal Code, 1908

The Act outlines penalty for crimes committed outside of India's borders but that may still be tried there under Indian law. Any individual who is required by any Indian law to be tried for an offence committed outside of India must be dealt with in accordance with the provisions of this Code for any act committed outside of India in the same way as if it had been committed inside India, according to the law.

There doesn't seem to be a lot of Indian law regarding jurisdiction in e-commerce cases. However, there are some situations where the courts were given jurisdiction in the early stages over a subject.⁸

Example Mr. X, a resident of America, offers customers all over the world an internet service. Mr. X could be held accountable under the Act if he violates the IPC, 1860 by committing an offence that targets a computer resource that is housed in India

5.2.1.3 The Civil Procedure Code, 1908

The Act gives the plaintiff the option to file a lawsuit for compensation for wrongs to persons or movable property if the wrong was committed within the local limits of the jurisdiction of one Court and the defendant resides, conducts business, or engages in personal employment for gain within the local limits of the jurisdiction of another Court.⁹

Example Mr. A, a resident of Delhi, posts words disparaging Mr. B on his website in Calcutta. B may file a lawsuit against A in Delhi or Calcutta.

⁷ cyber law and E commerce available at <https://www.legalserviceindia.com/legal/article-7974-cyber-crimes-and-information-technology-act.html> visited on May 20 2024

⁸ ⁸ Jurisdiction issues in India available at <https://blog.ipleaders.in/jurisdictional-issues-relating-e-commerce-law-india/> visited on May 20 2024

⁹ Place of suing and cause of action in e-commerce disputes available at <https://blog.ipleaders.in/place-of-suing-and-cause-of-action-in-e-commerce-disputes/#:~:text=The%20Code%20of%20Civil%20Procedure%2C%201908&text=The%20immovable%20property%20may%20be,in%20any%20of%20the%20courts> visited on May 20 2024

6.1 INDIAN CASE LAWS ON E-COMMERCE

Unlike US courts, Indian courts do not typically deal with the question of jurisdiction in cases involving cyberspace.

➤ **Casio India Co. Ltd V. Ashita Tele Systems Pvt Ltd**

According to the Delhi High Court, accessing a website from Delhi alone is sufficient to bring a case under the court's geographical jurisdiction¹⁰

➤ **India TV Independent News Service Pvt Ltd V. India Broadcast Live LLC53**

In this case it was stated that the sheer accessibility of a website in a given location may not be enough for the courts of that location to exercise personal jurisdiction over the website's operators. The situation would be different, though, if a website offered more than just passive browsing and allowed users to subscribe to the owners' services in addition to accessing its contents.

➤ **National Association of Software and Service Companies vs. Ajay Sood & Others**

The defendants were running a placement firm that engaged in "head-hunting" and recruitment when the Delhi High Court made its decision in 2005. The defendants wrote and sent emails to third parties in the name of NASSCOM in an effort to collect personal information that they could use for head-hunting. A court ordered an injunction and awarded damages of Rs. 16 lakhs¹¹.

➤ **Syed Asifuddin & Ors V State of Andhra Pradesh & another**

Employees of a rival mobile service provider enticed clients of the aforementioned business to change or tamper with the unique (locking) computer software or technology so that the handset can be utilised with the rival mobile services.

As a result, such tampering violates both Section 63 of the Copyrights Act and Section 65 of the Information Technology Act.

7.1 ROLE OF PRIVATE INTERNATIONAL LAW AND ALTERNATIVE DISPUTE RESOLUTION

A body of law called private international law, commonly referred to as conflict of laws in jurisdictions with a stronger common law tradition, aims to address specific issues that arise when there is a foreign element in legal interactions.

Example: In the context of intellectual property, disputes between a copyright owner residing in one country and Internet users residing in other countries who are accused of making available, on servers located in multiple jurisdictions, copyrighted works are just a few examples of such relationships. Others include contractual disputes between parties located in different jurisdictions, the marital status of partners of different nationalities, the legal status of real estate located in a foreign jurisdiction, and the legal status of foreign real estate.

Cross-border contacts have grown more intense since the invention of the Internet, generating increasingly complicated issues of jurisdiction and applicable legislation. A few unique traits of transactions conducted over the Internet have given the discussion new angles. The following qualities can be listed as some of the most notable.

- I. Instantaneous Global Presence
- II. Consumer Protection Issues
- III. Relevance of Intellectual Property.

¹⁰ Casio India Co. Limited vs Ashita Tele Systems Pvt. Limited on 8 September, 2003 available at <https://indiankanoon.org/doc/418389/> visited on May 20 2024

¹¹ National Association Of Software ... vs Ajay Sood And Ors. on 23 March, 2005 available at <https://indiankanoon.org/doc/1804384/> visited on May 20 2024

➤ PIL, Harmonization and Intellectual Property

The fact that more than one country's legal systems may fairly be judged to have a link with them leads to the inherent problem in dealing with legal connections containing foreign elements. In most instances, applying one system's laws instead of another will produce different outcomes. One approach to solving this issue is to pick one specific legal system to regulate the legal relationship out of all those that might be suitable based on a set of criteria. Essentially, this is an exercise in identifying the appropriate legislation using a private international law perspective. Additionally, because it doesn't need changing current national legislation to address the issue brought on by the existence of the foreign element, it is the approach that interferes with existing law the least.

India accepts the fundamentals of private international law. If more than one court has jurisdiction to hear the matter, the parties are free to agree to have one or more of those courts decide their disagreements. The forum selection clause is binding on the parties if they specifically agree in their own agreement that a certain court will hear their dispute.¹²

In **Ramanathan Chettiar v. Soma Sunderam Chettiar**, it was determined that India respects the well-known private international law principle that all procedural issues are governed by the law of the forum in which the legal proceedings are filed.

➤ The Principle of National Treatment

Other methods of resolving issues arising from cross-border legal connections that may be seen to lie in between those categories in terms of their impact on current national laws exist in addition to private international law and substantive harmonisation of national laws. The principle of national treatment is an example of the latter group in the context of intellectual property. This principle is established in the **Paris Convention**, which stipulates the following regarding industrial property:

*"Nationals of any country of the Union shall, as regards the protection of industrial property, enjoy in all the other countries of the Union the advantages that their respective laws now grant, or may hereafter grant, to nationals; all without prejudice to the rights specially provided for by this Convention. Consequently, they shall have the same protection as the latter, and the same legal remedy against any infringement of their rights, provided that the conditions and formalities imposed upon nationals are complied with"*¹³

The **Berne Convention** states that "authors shall enjoy, in relation to works for which they are protected under this Convention, in countries of the Union other than the country of origin, the rights which their respective laws do now or may hereafter grant to their nationals, as well as the rights specially granted by this Convention." A similar requirement of national treatment applies to copyright.

The **Paris Convention**, the **Berne Convention**, and the **TRIPS Agreement** are the three major international intellectual property treaties. All three treaties emphasise harmonisation, both in terms of content and procedure, and they only have a few provisions that could be considered rules of private international law. However, they do not completely rule out a private international law strategy.

¹² Private International Law and Alternative Dispute Resolution available at : Indian Legal Position available at https://onlinecourses.swyam2.ac.in/cec21_lw01/preview#:~:text=To%20understand%20the%20process%20of,enforcement%20of%20foreign%20arbitral%20awards visited on May 20 2024

¹³Principles of the trading system available at https://www.wto.org/english/thewto_e/whatis_e/tif_e/fact2_e.htm#:~:text=National%20treatment%3A%20Treating%20foreigners%20and,local%20trademarks%2C%20copyrights%20and%20patents. Visited on May 20 2024

8.1 INTERNATIONAL LAWS GOVERNING ELECTRONIC COMMERCE

➤ **United Nations Convention on the Use of Electronic Communications in International Contracts (New York, 2005)**

The Electronic Communications Convention ensures that contracts signed and other communications transmitted electronically are equally legitimate and enforceable as their conventional paper-based counterparts in order to promote the use of electronic communications in international trade. 76 The choice of law rules of the State whose court is requested to resolve a dispute will determine whether the Convention applies to a specific international business transaction (lex fori). The Convention is also applicable if the contract's parties have properly selected its terms as the relevant law.¹⁴

➤ **The Brussels Convention on Jurisdiction and Recognition of Enforcement of Judgments in Civil and Commercial Matters, 1968**

It regulates the question of jurisdiction. To "define the worldwide jurisdiction of their courts, to facilitate recognition, and to create an expedited mechanism for obtaining the execution of judgments, authentic instruments, and judicial settlements" is the aim of this Convention¹⁵

➤ **The EC Convention on the Law Applicable to Contractual Obligations, 1961 (known as "the Rome Convention)**

This convention Regulates the question of what law will apply to consumer contracts made via the Internet.

- a. According to these conventions, whether a customer is "active" or "passive" determines the jurisdiction and appropriate law for consumer contracts.
- b. When a customer signs a contract where he resides and that contract was preceded by an explicit invitation or by advertisement, that consumer is deemed to be "passive."
- c. If a passive customer decides to file a lawsuit related to that contract, the laws of that country will govern it.
- d. A contract's choice of law provision cannot supersede the mandatory safeguards provided in the consumer's nation, and a choice of forum provision cannot alter this outcome¹⁶

➤ **The Hague Conference on Private International Law (HCPIIL)**

has published a convention on agreements regarding the exclusive jurisdiction of courts in civil and business disputes. It seeks to establish a system of international law that guarantees the validity of exclusive choice of court agreements reached between private parties in civil and business transactions¹⁷.

9.1 CONCLUSION

It is important to highlight that e-commerce websites should clearly outline the purchasing and payment processes, keep them up to date on a regular basis, and keep an eye on the data they give. According to the nature of the goods and services being sold, the terms and conditions should be specific rather than general. They should also be sufficiently brought to the customers' attention and given them time to read them before accepting. Players in the e-commerce industry should take appropriate precautions to stop illegal transactions. Although the e-commerce industry is still young, its growth has been exceptional. It is essential for e-commerce players to work toward capacity building by educating staff members about the hazards mentioned above and training them to avoid them.

For the company's total risk mitigation, it is essential to work on and, more importantly, to implement the risk management policy and plan. For risk assessment and subsequent initiatives for a strategic & dynamic

¹⁴ United Nations Convention on the Use of Electronic Communications in International Contracts (New York, 2005) *available at* https://uncitral.un.org/en/texts/ecommerce/conventions/electronic_communications visited on May 20 2023

¹⁵ The Brussels Convention 1968: A Code and a Concept *available at* <https://www.cairn.info/revue-critique-de-droit-international-prive-2018-3-page-509.htm> visited on May 20 2024

¹⁶ Convention on the Law Applicable to Contractual Obligations 1980 *available at* <https://eur-lex.europa.eu/EN/legal-content/summary/convention-on-the-law-applicable-to-contractual-obligations-rome-convention.html> Visited on May 20 2024

¹⁷ Hague Conference on Private International Law (HCCH) *available at* <https://www.coe.int/en/web/tribunal/hcch> visited on May 20 2024

approach to the digital economy, it is essential to continuously monitor and analyse consumer behaviour (such as by tracking their online footprints, which can also be used as proof in the future). E-commerce is ultimately less about technology and more about strategy and company management. The online platform should offer its users enough protections and safeguards in addition to innovative technology and proprietary information structures. This will guarantee that the issues are kept at bay, or that the businesses would be ready with a plan to deal with them.

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