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CONSUMER PROTECTION LAW

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I INTRODUCTION

IN 2020, the novel Corona Virus Disease (COVID-19) spread all over the world and has witnessed large outbreaks of emerging and reemerging infectious diseases. Due to which it has changed the consumer behavior that are turning out to so called digital marketing and has scaled new heights by reducing the physical barriers and maintain the social distancing. However incessant flourishing of the digital marketing has led to rampant increase in scams and frauds specifically charity scams, phishing scams, fraudulent websites, fake mobile apps and supplier scams including price gauging in Health and scams relating to refund. According to India's Home Ministry, cybercrime has increased by 86% between the month of March and April of 2020, and personal data is the most attractive target as millions of consumers have fallen victim to malwares out of which more than 90% of them being financial frauds¹. It is also evident from the National Consumer Helpline (NCH) report of dockets registered at NCH which reads that during the financial year of 2019-20 there is increase in 31% of the cases *i.e.*, from 5,65,579 to 7,41,094.² However the Government of India has given more importance for the protection of the consumer during the grapples of COVID-19 in means of enforcing the Consumer Protection Act, 2019 (hereinafter CPA, 2019) including access to justice at door step.

The Ministry of Consumer Affairs, Government of India in exercise of the powers conferred under section 2(3) enforced the CPA *w.e.f.* July 20-24, 2020 and also following rules came into force:

- i. Central Consumer Protection Authority (Allocation and Transaction of Business) Regulations, 2020 (*w.e.f.* August 13, 2020)
- ii. Consumer Protection (E-Commerce) Rules, 2020. (*w.e.f.* July 23, 2020)

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1 *Available at:* <https://ciso.economicstimes.indiatimes.com/news/cyber-crime-trends-digital-safety-amidst-covid-19-pandemic/75934732> (last visited on Apr. 20, 2022).

2 *Available at:* <https://consumerhelpline.gov.in/assets/annual-reports/Annual%20Report%202019-20.pdf> (last visited on Apr. 20, 2022).

- iii. Consumer Protection (Qualification for appointment, method of recruitment, procedure of appointment, term of office, resignation and removal of the President and members of the State Commission and District Commission) Rules, 2020 (*w.e.f.* July 15, 2020)
- iv. Consumer Protection (Salary, allowances and conditions of service of President and Members of the State Commission and District Commission) Model Rules, 2020 (*w.e.f.* July 15, 2020)
- v. Consumer Protection (Mediation) Rules, 2020 (*w.e.f.* July 15, 2020)
- vi. Consumer Protection (Consumer Disputes Redressal Commissions) Rules, 2020. (*w.e.f.* July 15, 2020).
- vii. Consumer Protection (General) Rules, 2020. (*w.e.f.* July 15, 2020).
- viii. Consumer Protection (Central Consumer Protection Council) Rules, 2020. (*w.e.f.* July 15, 2020).

Further in exercise of the powers conferred under Section 10, established Central Consumer Protection Authority on July 24, 2020 a regulatory authority with an object to protect the consumer from Unfair trade Practice and Misleading Advertisement of Consumer as a Class and if the CCPA deems that there is a prima facie case make bring an *suo-moto* action and pass an order. The Central Consumer Protection Authority (CCPA) a regulatory authority established under the Consumer Protection Act is also working hard in verge of protection of Consumer from unfair trade practice, misleading advertisement, violation of consumer rights as a class. Nidhi Khare, Additional Secretary of Ministry of Consumer Affairs GoI, is appointed as Chief Commissioner of CCPA. So far as the actions taken by the CCPA in means of show cause notices to many multinational companies for violating consumer rights by means misleading advertisement, and CCPA has served more than 172 notices for companies of Indian origin for violation of declarations and package commodity rules.³ It is also acting as adjudication authority and can also take *suo-moto* action. One of the leading example is that CCPA asked the one large multinational company which claimed that their product kills over 99.9% virus and germs to take down its advertisement as it was charged misleading the consumer across the country.

The CPA 2019 has brought a drastic change by empowering the Consumer Commission to receive court fees and filing of complaint in electronic mode and also hearing and recording of witnesses through Video Conferencing under section 35 of Consumer Protection Act 2019 and Rule 8 of Consumer Protection (Consumer Disputes Redressal Commission) Rules, 2020. In pursuance of the same president, of National Consumer Dispute Redressal Commission (NCDRC) on September 7, 2020 notifies as the effective date to commence the electronic filing of the consumer cases in NCDRC through online portal.⁴ The Portal is developed by NIC and is now operational in more than 15 states such as Maharashtra, Andaman and Nicobar Islands, Bihar,

3 Available at: <https://pib.gov.in/Pressreleaseshare.aspx?PRID=1704938>(last visited on Apr. 23, 2022).

4 Available at: <https://edaakhil.nic.in/edaakhil/>(last visited on Apr. 20, 2022).

Chhattisgarh, Jharkhand, Gujarat, Chandigarh, Andhra Pradesh, Odisha, Uttar Pradesh, Madhya Pradesh, Punjab, Karnataka and Haryana *etc.*, The portal empower the advocates and consumer to file their complaint along with payments of requisite fees online and also facilitates commissions to scrutinise the complaints online to accept, reject or forward the complaint to concerned commission for further processing.

With the passing of the Consumer Protection Act, 2019 and the repeal of the 30 year old Consumer Protection Act, 1986, it is imperative that we examine the recent landmark judgments on various sectors of our society in order to understand the legal perspective on the rights of consumers. Such an activity is necessary as it provides clarity about the underlying principles of law and policy considerations which have been instrumental in shaping this vast area of law.

II AGRICULTURAL SECTOR

Agriculture is the largest unorganized sector in India accounting for 51 per cent of informal farm workers. It provides livelihood to rural population and food security to country's entire population. A farmer utilizes his resources to buy goods and services to make farming economically viable financially sustainable and bankable but he does not know whether he is buying the right kind of the product and paying the right price. He is often the victim of fraudulent and exploitative practices viz. misleading advertisements, sale of inferior quality goods, adulteration, deficient services by the service providers, high price of the products, cheating in relation to weights and measurements, among others. The Consumer Protection Act 2019 including 1986 protect the rights of farmer being consumer for instances as below,

In case of *Nandan Biomatrix v. S. Ambika Devi*⁵ where the complainant (respondent herein) entered into an agreement with the appellant to buy back safedmusli, a medicinal crop. Accordingly, she purchased 750 kgs of wet musli from the appellant and cultivated the same. The appellant was to buy back the produce at minimum price from the respondent. The appellant failed to buy back her produce which led to destruction of a greater part of the crop. The NCDRC held that the respondent was a "consumer" within the meaning of section 2(d) of the 1986 Act it held that the covenants entered into between the parties were in the nature of both sale of product and rendering of service, since the appellant had agreed to provide wet musli for growing for the respondent. Further, we cannot say that the agreement was entered into for a commercial purpose because the respondent had started cultivation of musli for eking out a livelihood for herself. Thus, when a farmer purchases goods or avails services in order to grow produce in order to eke out a livelihood, the fact that the said produce is being sold back to the seller or service provider or to a third party cannot stand in the way of the farmer amounting to a "consumer".

In case of *Avon Beej Company v. Anoop Singh*⁶ the complainant had purchased some paddy seeds from the respondent company for sowing in the land. The respondent

5 2020 SCC On Line SC 309; AIR 2020 SC 3136; MANU/SC/0291/2020.

6 [2020] SCC OnLine NCDRC 212.

assured that the seeds were of the best quality and without adulteration. The complainant alleged that despite sowing the seeds at the right time by using scientific agricultural methods, only 60% crop was yielded and the remaining crop was destroyed due to poor quality of seeds. The complainant thus alleged deficiency in service. The respondent claimed that the seeds were not defective and the complainant's crop was destroyed due to his own improper management as he did not sow the right quantity of seed per acre of land. The court relied on the report of the Agriculture Experts where it was found that 31% seeds were 'off-type' which means that were not of the same variety as the other seeds. Thus, it was established that the seeds were not pure. The court observed that the report of the experts was based on spot-inspection and can thus be relied upon to evaluate the quality of seeds. The order of the state commission, thus, did not suffer from any perversity or illegality and had properly appreciated all material on record. Thus, it did not call for any interference in exercise of this court's revisional jurisdiction under section 21(b) of the Act.

III BANKING SECTOR

The Indian banking system consists of 12 public sector banks, 22 private sector banks, 46 foreign banks, 56 regional rural banks, 1485 urban cooperative banks and 96,000 rural cooperative banks in addition to cooperative credit institutions. As of September 2020, the total number of ATMs in India increased to 210,049 and is further expected to increase to 407,000 by 2021.

In *Canara Bank v. Leatheroid Plastics Pvt. Ltd.*⁷ the Supreme Court held that the complainant had suffered loss because of the inaction and negligence on the part of the Bank and this constituted deficiency of service. Any loss arising out of such deficiency was compensable under the COPA, 1986. Once the bank exercised the liberty to effect the insurance, it was implicit that such insurance ought to have covered the entire set of hypothecated assets, against which the credit facilities were extended. If the bank had exercised liberty to effect insurance, it was their duty to take out policies covering the entire set of hypothecated assets. It would constitute part of services the bank were rendering to the borrower.

The Supreme Court in *Magma Fincorp Ltd. v. Rajesh Kumar Tiwari*,⁸ held that the complainant has only made a vague assertion that the action of the Financier in taking possession of the vehicle, admittedly for default in payment of installments, and in not releasing the vehicle to the complainant, in spite of the complainant's assurance to the financier to clear outstanding installments and pay future installments timely, amounts to an act of unfair trade practice and constitutes deficiency of service. It was held that no adverse inference could have been drawn against the financier for not producing the hire purchase agreement before the district forum, when there was no allegation in the complaint of breach by the financier of the hire purchase agreement, in taking possession of the vehicle. It was further held that the district forum did not exercise its power under section 13(4)(ii) to call upon the financier to produce the hire purchase agreement. It was also held that even otherwise, the district forum did

7 [2020] (5) SCC 722; 2020(3) SCC(CIV) 291; 2020 SCC On Line SC 465].

8 [2020] SCC On Line SC 795, MANU/SC/0735/2020, 2020(4) RCR (Civil) 595.

not direct the financier to produce the hire purchase agreement. It was held that the financier remains the owner of the vehicle taken by the complainant on hire, on condition of option to purchase, upon payment of all hire installments. It was held that the hire installments are charges for use of the vehicle as also for the exercise of option to purchase the vehicle in future. It was held that the financier being the owner of the vehicle, there was no obligation on the part of the financier, to divulge details of the sale of that vehicle, and that too on its own, without being called upon to do so. With respect to the 2nd issue, the Supreme Court held that the service of proper notice on the hirer would be necessary for repossession of a vehicle, which is the subject matter of a hire-purchase agreement, would depend on the terms and conditions of the hire purchase agreement, some of which may stand modified by the course of conduct of the parties. If the hire purchase agreement provides for notice on the hirer before repossession, such notice would be mandatory. It was held that notice may also be necessary, if a requirement to give notice is implicit in the agreement from the course of conduct of the parties. In a case where the requirement to serve notice before repossession is implicit in the hire purchase agreement, non-service of proper notice would tantamount to deficiency of service for breach of the hire purchase agreement giving rise to a claim in damages. In conclusion, the Supreme Court allowed the appeal and the orders of the district forum, state commission and National Commission were set aside. The Supreme Court held that the financier shall, however, pay a composite sum of Rs.15,000/- to the complainant towards damages for 'deficiency' in service and costs for omission to give the complainant a proper notice before taking repossession of the vehicle.

IV DEFINITION OF CONSUMER

After the enactment of the CPA 2019 the definition of the consumer has been widened by inclusion of additional explanation clause *i.e.*, the expressions "buys any goods" and "hires or avails any services" includes offline or online transactions through electronic means or by teleshopping or direct selling or multi-level marketing that it also includes buying or goods or availing of service through e-commerce portal or using any internet media. The rest of the definition of the consumer is same as described under CPA 1986 that seems all the landmark judgments under CPA 1986 still holds goods and can take the recourse of such judgments as precedent in deciding the cases under CPA 2019.

In case of *Nandan Biomatrix Ltd. v. S. Ambika Devi*⁹ the Supreme Court held that what needs to be emphasised is that the appellant had selected a set of farmers in the area for growing seeds on its behalf. After entering into agreements with the selected farmers, the appellant supplied foundation seeds to them for a price, with an assurance that within a few months they will be able to earn profit. The seeds were sown under the supervision of the expert deputed by the appellant. The entire crop was to be purchased by the appellant. The agreements entered into between the appellant and the growers clearly postulated supply of the foundation seeds by the appellant with an assurance that the crop will be purchased by it. It is neither the

9 MANU/SC/0291/2020; 2020 SCC On Line SC 309.

pleaded case of the appellant nor was any Forums that the growers had the freedom to sell the seeds in the open market or to any person other than the appellant. Therefore, it is not possible to take the view that the growers had purchased the seeds for resale or for any commercial purpose and they are excluded from the definition of the term “consumer”. As a matter of fact, the evidence brought on record shows that the growers had agreed to produce seeds on behalf of the appellant for the purpose of earning their livelihood by using their skills and labour.” It is amply evident from the above that an agreement for buyback by the seed company of the crop grown by a farmer cannot be regarded as a resale transaction, and he cannot be brought out of the scope of being a “consumer” under the 1986 Act only on such ground. Thus, even in the instant case, the fact that there was a buyback agreement for the musli crop would not bring the Respondent outside the purview of the definition of “consumer” by rendering the buyback arrangement a resale transaction or being for a commercial purpose. Thus, we find no reason to interfere with the order passed by the National Commission affirming that the Respondent is a “consumer” within the meaning of the 1986 Act.

In case of *Joint Labour Commissioner and Registering Officer v. Kesar Lal*¹⁰ Supreme Court held that in view of the statutory scheme, the services which are rendered by the Board to the beneficiaries are not services which are provided free of charge so as to constitute an exclusion from the statutory definition contained in section 2(1)(o) and section 2(1)(d)(ii) of the Consumer Protection Act, 1986. The true test is not whether the amount which has been contributed by the beneficiary is adequate to defray the entire cost of the expenditure envisaged under the scheme. So long as the service which has been rendered is not rendered free of charge, any deficiency of service is amenable to the fora for redressal constituted under the Consumer Protection Act, 1986. The Act does not require an enquiry into whether the cost of providing the service is entirely defrayed from the price which is paid for availing of the service. As we have seen from the definition contained in section 2(1)(d), a ‘consumer’ includes not only a person who has hired or availed of service but even a beneficiary of a service. The registered workers are clearly beneficiaries of the service provided by the Board in a statutory capacity. The workers who are registered with the Board make contributions on the basis of which they are entitled to avail of the services provided in terms of the schemes notified by the Board.

V ELECTRIC SECTOR

As per official statistics and reports, India has a national electricity grid with a capacity of 357.875 GW. In the period from 2017-18, the gross electricity consumption was 1149 kWh per capita. Increasing population and government policies aimed at increasing the number of electricity connections in India, such as the DDUGJY112 mean that the number of people who require electricity will rise rapidly.¹¹ The common grievances of consumers with regards to the electricity sector are delay in sanctioning of new connection, problems in supply of electricity etc.

10 MANU/SC/0304 2020; 2020 SCC On Line SC 327.

11 Central Electric Authority, ‘All India Installed Capacity (In MW) Of Power Stations’, available at: http://www.cea.nic.in/reports/monthly/installedcapacity/2019/installed_capacity-06.pdf (last visited on Apr. 4, 2022).

In case of *Sheetla Granite Daharra Kabrai through its Partner, Shiv Vihala Shivhare Mohaba v. Dakshinanchal Vidhut Vitran Nigam Ltd. through its Executive Engineer*,¹² the complainant had taken an electric connection of 130 KVA in the year 2013. The complainant had been regularly paying the bills. It is stated that after a long gap of four years, the opposite party sent a demand notice *vide* letter no. 3752 dated 22.12.2017 for Rs. 37,25,673/-, wherein it was mentioned that the previous bills were on the basis of MF-2 instead of MF - 4. So, the difference amount as mentioned above was demanded. Being aggrieved by the act of demanding dues after two years, which was against section 56 (2) of Electricity Act, 2003, the complainant filed a complaint in the state commission. State commission dismissed the complaint with the following observation: The electric connection in question has been obtained by it for commercial purpose to run machine for crushing stones. As such the complainant is not a consumer as defined in section (2)(1)(d) of the Consumer Protection Act, 1986. It has not been stated in complaint that the business of crushing of rocks through machine has been started for the purpose of earning livelihood by means of self employment. As such the explanation of section 2(1) (d) of the Consumer Protection Act 1986 is not applicable on complainant in view of averments made in complaint. Being aggrieved by the order of the State Commission, the complainant has filed the present First Appeal at NCDRC. The NCDRC held that the complainant, being a firm having partners and doing the job of crushing of rocks through a machine cannot be taken to be self-employed and doing it for livelihood. The Consumer Protection Act, 1986 specifically only excludes persons who buy goods exclusively for the purpose of earning their livelihood, by means of self-employment. In the present matter, electricity was taken from the opposite party to run the machine for crushing the rocks. The firm was run to procure profit. This *prima facie* shows that the complainant was undertaking a commercial activity. Hence, court hold that the complainant is not a 'consumer' as per the provisions of Consumer Protection Act, 1986.

In *Manager, CESU Angul Elect. Division v. Gangadhar Das*¹³, Court held that complaint pleading that he protested about non-installation of meter but the J.E., Electrical asked him to install his own meter as per the provision of law but there are some unpleasant argument held between the J.E., Electrical and the complainant. However, complainant states in the complaint that he finally paid the enhanced electric dues but filed the complaint due to misbehaviour by the J.E., Electrical. Opposite parties filed written version accompanied with affidavit stating that on 31.1.2012, he has paid visit and found complainant was using electric energy for a load of 5 KW against contract load of 1.5 KW and no meter was found there. So he prepared report which is not disputed and prepared the necessary arrears bills against extra electric dues used by the complainant. The inspection report (Annexure - A) and authorization slip shows that complainant was using 5 KW load electric energy against contract load of 1.5 KW for which load was enhanced. Further notice for provisional assessment filed by the opposite parties shows that on 28.2.2012 provisional assessment bill has

12 MANU/CF/0069/2020; 2020 SCC On Line NCDRC 75

13 MANU/SY/0003/2020.

been issued for Rs. 3,278/-. The money receipt filed by the complainant shows that he has paid enhanced bill for Rs. 4,540/-. From the above discussion, we do not find any departure on the duty discharge by the opposite parties. So far unpleasant behavior concerned, Consumer Forum is not the Forum to decide. So the finding of District Forum with regard to deficiency of service on the part of the opposite parties is deplorable as it has found deficiency of service for the behavior meted out to the complainant by the opposite parties. Now, the question arises whether the complaint is maintainable? Taking the view of the observation made in the *U.P. Power Corporation Ltd. and others vrs. Anis Ahmad*, Court held: (i) In case of inconsistency between the Electricity Act, 2003 and the Consumer Protection Act, 1986, the provisions of Consumer Protection Act will prevail, but ipso facto it will not vest the Consumer Forum with the power to redress any dispute with regard to the matters which do not come within the meaning of “service” as defined under section 2(1)(o) or “complaint” as defined under section 2(1)(c) of the Consumer Protection Act, 1986. (ii) A “complaint” against the assessment made by assessing Officer under Section 126 or against the offences committed under sections 135 to 140 of the Electricity Act, 2003 is not maintainable before a Consumer Forum. (iii) The Electricity Act, 2003 and the Consumer Protection Act, 1986 runs parallel for giving redressal to any person, who falls within the meaning of “consumer” under section 2(1)(d) of the Consumer Protection Act, 1986 or the Central Government or the state government or association of consumers but it is limited to the dispute relating to “unfair trade practice” or a “restrictive trade practice adopted by the service provider”; or “if the consumer suffers from deficiency in service”; or “hazardous service”; or “the service provider has charged a price in excess of the price fixed by or under any law. With due regard to the aforesaid decision, Court find, in the instant case, the complainant could have agitated the matter before the higher authority under section 127 of the Electricity Act, 2003.

In this case *Saroj Kumari v. Executive Engineer, Dakshinanchal Vidyut Vitran Nigam Ltd.*,¹⁴ the Commission relied on the case of *U.P. Power Corporation Ltd. v. Anis Ahmed* where the Supreme Court had held that a consumer complaint against the assessment made under Section 126 of the Electricity Act is not maintainable. Since the case of the respondent is that the electricity was being used by the complainant for a commercial purpose, though the load was sanctioned for domestic purpose, this would be a case of the unauthorised use of electricity within the meaning of explanation under section 126 of the Electricity Act. Therefore, the assessment made under the aforesaid provision of the Electricity Act could not have been challenged before a Consumer Forum.

VI EXECUTION PROCEEDINGS

Section 71 of the CPA 2019 confers power of execution as provided under Order XXI, The Code of Civil Procedure, 1908 with such limitation as provided in the section. Every order made by a district commission, state commission or the National Commission shall be enforced by it in the same manner as if it were a decree made by a Court in a suit before it and the provisions of Order XXI of the First

Schedule to the Code of Civil Procedure, 1908 shall, as far as may be, applicable, subject to the modification that every reference therein to the decree shall be construed as reference to the order made under this Act.

In *Ambience Infrastructure Pvt. Ltd. v. Ambience Island Apartment Owners*¹⁵ the NCDRC, in its original judgement, had directed the appellants to pay 70% of the maintenance charges with interest @ 9% per annum within 90 days. This order was passed in the Execution Petition. The grievance of the appellants is that since the complaint before the NCDRC pertained only to the deficiency in service as regards the provision of lifts, the order of the NCDRC directing the payment of 70% of the total maintenance amount, as opposed to 70% of the maintenance charges collected for lifts, is contrary to the tenor of the complaint and the original order. An objection has been raised with regard to the maintainability of the appeals. The court relied on section 23 of the Consumer Protection Act, 1986 and observed that an appeal under section 23 is maintainable against an order which has been passed by the NCDRC on a complaint where the value of the goods or services and compensation, if any claimed, exceeds the threshold which is prescribed. The court stated that execution proceedings are separate and independent from original proceedings as observed in the case of *Karnataka Housing Board v. K.A. Nagamani* ((2019)6 SCC 424). Thus, the court dismissed the appeal stating that the appeal won't lie under section 23 against an order which has been passed in the course of execution proceedings.

VII FOOD SAFETY AND STANDARDS

The Indian food and grocery market is the sixth-largest in the world, with official statistics and reports expecting it to cross USD 540 billion by 2020.¹⁶ The food processing industry in India is ranked fifth worldwide in terms of production, consumption and export – it contributes about 14% to the manufacturing GDP and 13% to the export GDP of India.¹⁷ The food sector in India is also diverse, with food being procured/ cultivated, stored and sold at local markets or corporate franchises. Increasingly, the online food delivery market is also growing rapidly in India with the rise of companies such as Swiggy, Zomato *etc.* The biggest concerns revolving food are with the quality of food- adulteration, false/misleading claims and advertisements, presence of harmful materials, improper packaging and storage, lack of assurance of quality of new products *etc.*

In *Qualified Private Medical Practitioners Association, Represented by its President, Dr. O. Baby v. Union of India, Represented By Government of India*¹⁸ There is an unhealthy practice of administering holy sacrament commemorating the last

15 2020 SCC OnLine SC 1051;MANU/SCOR/18309/2020.

16 Prabhod Krishna, 'Indian Food Market Expected To Cross USD 540 Billion By 2020 – Suresh Prabhu, Union Minister For Commerce & Industry' Business World (Jan. 182018) , *available at*: <http://www.businessworld.in/article/Indian-Food-Market-Expected-To-Cross-USD-540-Billion-By-2020-Suresh-Prabhu-Union-Minister-For-Commerce-Industry/18-01-2018-137731/> (last visited on Apr. 1, 2022).

17 IBEF, 'Indian Food Industry' <<https://www.ibef.org/archives/detail/b3ZlcnZpZXcmMzcxNTImNDk0>> (last visited on Apr. 1, 2022).

18 MANU/KE/0137/ 2020; 2020 SCC OnLine Ker 295; (2020) 1 KLT 466.

supper of Jesus Christ by distributing bread and wine in Christian churches, which poses serious health hazards to the general public, especially the communicants. According to the petitioner, the practice followed in majority of the Christian churches in India in respect of holy sacrament is that the priests serve wine from a single chalice using the same spoon into the mouth of every communicants. Pieces of bread are also served into the mouth of the communicant by the priests with their own hand. There is no cleaning of the spoon or the hand while serving each communicant, which gives rise to a very high possibility of saliva contamination and one of the major causes of spreading of many diseases, and some of them can even spread through saliva droplets in the air. The possibility of such infections spreading through direct saliva contamination of large mass of people is very high and it ought to be avoided by resorting to hygienic practices. That apart, it is submitted that many members of the petitioner Association had taken the matter individually with different churches and some of the churches have made certain restrictions, while others have declined to make any changes in administering the Holy Communion. It is also submitted that various representations were submitted before the state government and its officers, including the authorities under the Food Safety and Standards Act, 2006. The paramount contention advanced by the petitioner is that the activity described as above is violative of the provisions of the Food Safety and Standards Act, 2006 and the authorities are duty bound to take action against the churches. The prime contention advanced by the learned counsel for the petitioner is relying upon section 3(1)(f) of the Act, 2006, which defines the word 'consumer' and it states that "consumer" means persons and families purchasing and receiving food in order to meet their personal needs". No action was initiated which necessitated the petitioner to approach this court by filing this writ petition. The High Court of Kerala held that the petitioner has no case that consequent to the receipt of holy communion, any persons were inflicted with communicable disease and therefore, it is not for the court of law to interfere with the centuries old practice, faith, custom and belief followed by the Christian communities and to issue any direction as is sought for by the petitioner.

VIII INSURANCE SECTOR

Increasing the focus on consumer experience during this novel pandemic the Insurance sectors are emerging as the key factor during financial year 2019-20 and IRDAI has come up with various consumer friendly regulatory changes which has a positive impact on the existing and potential consumers. The major changes is reduction in waiting period for acquiring surrept value upto 2 years, and higher revival periods for lapsed policies is increased to 3 years in case of Life Insurance Policies. The judiciary under insurance sector has also played a vital role holding 'Benefit of doubt should be given to insured in case of doubt over admissibility of insurance claim' etc. as defined under below cases;

In *Singal Udyog v. National Insurance Company*¹⁹ there was delay of 150 days in preferring the first appeal which was not condoned by the order under appeal and

19 I(2020) CPJ117(SC), MANU/SC/1880/2019, 2019 SCC OnLine SC 1785, 2020(1) RCR (Civil) 579.

consequently the first appeal stood dismissed. However, the National Commission also observed that there was apparent lack of merits in the matter and thus dismissed the appeal. The Supreme Court observed that a Consumer Commission after having come to conclusion that the complaint or appeal was barred by limitation could not consider the merits of the matter. However, delay of 150 days was not so alarming that matter should have been rejected on ground of delay. Thus, subject to appellants paying sum of Rs. 25,000 by way of costs to respondent, delay of 150 days in preferring first appeal was condoned. Parties were directed to appear before the National commission.

In *Mavji Kanji Jungi. v. Oriental Insurance Company Ltd.*²⁰ The complainants are the owners of the vessel, “Dhananjay” insured with the opposite party- Oriental Insurance Company Limited (OP hereafter) since inception. This vessel was hit by some unidentified object from the bottom which resulted in ingress of water causing it to finally sink. Immediate intimation to the authorities ensured that no lives were lost and also intimated to opposite party. Surveyor’s reported reason for sinking of the vessel was found to be “contact/impact with some unidentified under water floating object”. Finding it to be a case of total loss as also no violation of any terms and conditions of the insurance policy, claim was filed with the OP. It is the case of the complainant that despite this being the case, the OP appointed another surveyor. The second surveyor submitted in its report with the following findings: that the vessel was not maintained properly and that engine was being used by the vessel and, therefore, the reason for sinking of the vessel was “Continuous vibrations caused by engine over a period severely affected the hull joints and resulted in giving away the joints” the opposite party repudiated the claim on the basis of second surveyor report. The owner of the vessel (complainant) approached NCDRC after the insurance claim was rejected by the insurance company, Oriental Insurance. The National Consumer Disputes Redressal Commission pronounced that in case of any unsurity concerning the admissibility of an insurance claim, the benefit of the doubt should be given to the insured observing that it is reasonable to say that nobody involved in the sailing of the vessel really knew as to what precisely was the cause of the accident... record reveals they preferred to simply state what they did know which was they did not know. This cannot be held against the complainants.”

IX MEDICAL SECTOR

As per official reports and statistics, India has a population of 139.11 crores²¹ and only 12,01,354 registered allopathic doctors as on September 30, 2019.²² This ratio of 1 doctor for 1278 patients is a far cry from 1 doctor for 1000 patients as

20 MANU/CF/0534/2020.

21 Worldometers, ‘India Population’, available at: <https://www.worldometers.info/world-population/india-on-population/> (last visited Apr. 20, 2022).

22 Available at: <https://www.thehindubusinessline.com/news/52-of-indias-allopathic-doctors-are-practising-in-just-5-states/article31227994.ece#:~:text=Ministry%20of%20Health%20and%20Family,as%20on%20September%2030%2C%202019, April 2021>

recommended by the WHO.²³ There were talks going around the medical arena that Medical Sector is not covered under the Consumer Protection Act, 2019 but it is not so as the definition of the service is an inclusion definition and the landmark judgment of V.P Shantha case still holds goods in the present day scenario.

In *Tanveer Jahan v. All India Institute of Medical Science*²⁴ the National Commission held it was clear that the condition of patient was fair was taking adequate fluids, passing flatus, pulse rate was 80/mm, blood pressure was 120/70, abdomen was soft and no tenderness. At the time of discharge, Patient's vitals (signs) were stable and the patient was taking orally and passing stools normally. Her drainage tube was also taken out. In the instant case, admittedly the AIIMS is one of the premier institute in India. S. Chumbar (OP-2) has vast experience of doing laparoscopic surgeries. The entire medical record is maintained properly the every details of the treatment. We are unable to find out any procedural shortcomings or deficiency for OP-2 or the team of doctors in his surgical unit 2. Post operatively the patient was monitored properly. Generally, the laparoscopic cholecystectomy is a day care procedure and patient may be discharged after a day or two. According to the discharge slip, the patient was discharged after proper review, there was no biliary discharge and the condition of patient was satisfactory. It further observed that a doctor cannot be accused of medical negligence unless it is substantiated with the opinion of medical experts, the Supreme Court has said. A bench of Abhay Manohar Sapre and Vineet Saran JJ., also said that there has to be "a direct nexus" between sufferings of a patient and the medical aid that she has received, to sue the doctor. "Suffering from ailment by the patient after surgery". The court said the complainant had failed to prove that her sufferings were results of improper performance of conventional surgery by the doctor and that if the surgery had been successful, she would not have suffered any kind of these ailments. It also noted the doctor had taken consent from her husband when he found that the open surgery had to be performed during her operation. Hence, it is not feasible to attribute negligence/deficiency on the OP hospital and doctors; it is difficult to conclusively establish medical negligence/deficiency on the OP hospital and doctors.

In *Tosoh India Pvt. Ltd. (Formerly Lilac Medicare Pvt. Ltd.) (Formerly Lilac Medicare Pvt. Ltd.) v. Ram Kumar*²⁵ It appears to the court that the affidavit filed by the complainant on the direction of this Commission shows that though he has two work places, only two employees have been engaged by him, only one of whom is a technically qualified person. Thus, only one technically qualified person is assisting the complainant in analyzing the blood samples collected by him. At one location, some tests are carry out by the technician employed by the complainant whereas at the other place, the complainant himself analysis such samples. In *Paramount Digital Colour Lab* case the Supreme Court inter-alia held that if a person trains another

23 WHO, 'Density of medical doctors (per 10,000 population)', available at: https://www.who.int/gho/health_workforce/physicians_density/en/ (last visited on July 2022).

24 MAUN/CF/0321/2020.

25 MANU/CF 0010/2020; 2020 SCC On Line NCDRC 21.

person to operate the machine so as to produce a final product based on skill and effort in the matter of photography and developing the same, cannot take such person out of the definition of 'consumer'. Applying the aforesaid proposition to the present case, engagement of only one technically qualified person for analyzing the blood samples would not take the complainant out of the definition of 'consumer', when he himself is a technically qualified person and is engaged in analysis the blood samples so collected, and there is no evidence of such activity being carried by the complainant on a large scale. The quality of the analysis of a blood sample would depend not only on the analyzer used by the pathologist but also on the qualification and quality of the pathologist himself. Therefore, it would be difficult to dispute that the complainant who is himself engaged in analyzing the blood samples albeit with the help of the technician engaged by him, would be a consumer within the meaning of section 2(1)(d) of the Consumer Protection Act.

In case of *Yashumati Devi v. Christian Medical College, Vellore*²⁶ the appellant's husband, a 58 year old man, had a history of pain in his left arm and in 2009; he visited the hospital's outpatient department complaining of pain in his left arm on exertion. On diagnosis, it was revealed that he had a Coronary Artery Disease (CAD). The patient was administered doses of Herapin without any monitoring protocol. Even when the patient complained of bleeding and disorientation, the authorities ignored the requests of the patient. The patient later suffered a stroke and there was immediate need of a CT scan. The hospital denied CT scan for over three hours citing unpaid dues despite the fact that Rs. 1.5 lakh were already deposited. The NCDRC granted a compensation of Rs 25 lakh to the appellant stating that a hospital has every right to insist on payment but it also has the prime duty to take care of a patient facing a health emergency. The court noted that there was an urgent need for the patient's brain CT scan but it was delayed for more than three hours as the hospital waited for a fresh receipt of Rs. 1850/- towards charges for the procedure. Thus, a deficiency/negligence was clearly established.

I. MOTOR VEHICLE

In case of *Regional Transport Officer v. Arun Kumar*²⁷ court held non-plying of bus, in spite of valid permit is a matter under the Motor Vehicle Act, 1988 and Rules framed thereunder. Granting of permit is a statutory function conferred upon the statutory authority under the said Act and Rules framed thereunder. Consequentially, if any tax has been deposited, in that case, the permit holder is obliged under law to deposit the same. Therefore, any person aggrieved by any omission or commission on the part of the permit granting authority can prefer appeal/revision before the specified authority under the statute. The Motor Vehicle Act is a self-contained code and provides appealable and revisable forums under the statute. If for any reason, the petitioner could not be able to ply the vehicle, after having deposited tax for that purpose, and claimed for refund of the same, he has to approach the competent forum under the M.V. Act and Rules framed thereunder. The permit granting authority is not a service

26 [2020 SCC On Line NCDRC 211; MANU/CF/0394/2020].

27 2020(1)OLR479; MANU/OR/0022/2020; 2020 SCC On Line Ori 32.

provider and, therefore, the person, who makes an application to the said authority for permit, is not a consumer. Refund of tax is governed by the provisions of Orissa Motor Vehicle Taxation Act, 1975 and Orissa Motor Vehicle Taxation Rules, 1976. Opposite party no. 1 paid the tax in view of the statutory provisions governing the field. As such, granting of permit and collection of tax from motor vehicle are all statutory in nature and the said functions are not discharged for consideration. It appears, the Consumer Disputes Redressal Forum, Dhenkanal has lost sight of the provisions contained under section 3 of the Consumer Protection Act, which is extracted hereunder” Act not in derogation of any other law. The provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force.” From the above discussion, court finds that Consumer Protection Act is not applicable here in this case.

In *Shriram General Insurance Co. Ltd. Through Constituted Authority v. Babulal Meena*²⁸ NCDRC held that cancellation and refund in accordance with an explicit and unequivocal condition contained in the insurance policy will not amount to deficiency in service.

In case of *Surendra Kumar Bhilawe v. The New India Assurance Company Limited*²⁹ the Supreme Court allowing the appeal observed the definition of ‘Owner’ under Section 2(30) of the Motor Vehicle Act, 1988 *i.e.*, “a person in whose name a motor vehicle stands registered and, where such person is a minor, the guardian of such minor, and in relation to a motor vehicle which is the subject of a hire purchase agreement, or an agreement of lease or an agreement of hypothecation, the person in possession of the vehicle under that agreement” held that Bhilawe remained the owner of the truck on the date of the accident and the Insurer could not have avoided its liability for the losses suffered by the owner on the ground of transfer of ownership.

X REAL ESTATE

The Parliament enacted the Real Estate (Regulation and Development) Act (RERA) in 2016, with the aim of protecting the rights and interests of consumers, along with the attainment of uniformity and standardization of business practices and transactions in the real estate sector. Supreme Court ruled in *Pioneer Urban Land and Infrastructure Ltd v. Union of India*³⁰ that the remedies that are provided to allottees of flats are concurrent remedies, and such allottees of flats were in a position of availing the remedies under the Consumer Protection Act, 1986, (CP Act) along with the triggering the Insolvency and Bankruptcy Code, 2016. This decision holds good under CPA 2019.

In *Ansal Lotus Melange Projects Private Limited v. Punjab State Consumer Dispute Redressal Commission*³¹ Court taking the view of judgement of “Pioneer Urban Land and Infrastructure Ltd case” held that as per section 88 of RERA; “RERA is to be read harmoniously with the Code, as amended by the Amendment Act. It is only in

28 MANU/CF/0073/2020; 2020 SCC On Line NCDRC 84.

29 MANU/SC/0488/2020; 2020 SCC OnLine SC 523.

30 2019 SCC Online SC 1005.

31 MANU/ PH/0356/2020; CWP No. 22219 of 2019.

the event of conflict that the Code will prevail over RERA. Remedies that are given to the allottees of flats/apartments are therefore concurrent remedies, such allottees of flats/apartments being in a position to avail of remedies under the Consumer Protection Act, 1986, RERA as well as the triggering of the Code.” Also considering reference which was made by the Supreme Court to the proviso to section 71(1) of the RERA in para no. 30 of the said judgement, wherein it is observed as under:— “That another parallel remedy is available is recognised by RERA itself in the proviso to Section 71(1), by which an allottee may continue with an application already filed before the Consumer Protection Fora, he being given the choice to withdraw such complaint and file an application before the adjudicating officer under RERA read with Section 88.” Court held that in view of the position as above, it cannot be held that jurisdiction of the Consumer Commission under the CP Act is ousted with the promulgation of the ‘RERA’, so as to render the impugned orders a nullity and non-est. There is no repugnancy or conflict between the ‘CP Act’ and the ‘RERA’ as was argued by learned counsel for the petitioner. The remedies sought/availed by respondents no. 2 and 3 under the CP Act is clearly overlapping with the provisions of the ‘RERA’. Hence, in such circumstances an allottee is at liberty to avail any of the remedies available to him under the various statutes in this respect.

In *Debasish Saha v. Godrej Properties Limited*³² court held that the complainants have booked one unit measuring 506.83 sq. ft. super built up area in tower “Prakiti Plaza” in the complex Godrej Prakiti, Kolkata. Conveyance deed was also executed by opposite party no. 1 in favour of the complainants but for want of certain conditionalities attached for delivery of possession, the appellants/complainants filed a complaint before the state commission. The appellants are father and son. Learned Counsel for the Appellant stated that the father is a retired person and the son works in Tata Consultancy Services. No proof or evidence could be furnished of their being engaged in any business or profession where the space could be used for self-employment and earning their livelihood. In the absence of any record/evidence to prove that the commercial space was purchased for earning livelihood by means of self-employment, the Complainants cannot seek refuge under the explanation provided under section 2(1)(d) of the Act. Neither appellants could provide any plausible explanation as to how they are covered by the definition of Consumer as provided in the Consumer Protection Act, 1986. Section 2(1)(d) of the Consumer Protection Act, 1986. In view of the above, NCDRC find no illegality or infirmity in the order passed by the State Commission.

The Supreme Court in case of *Wg. Cdr. Arifur Rahman Khan and Aleya Sultana v. DLF Southern Homes Pvt. Ltd. (Now Known As Begur Omr Homes Pvt. Ltd.)*,³³ observed that failure of the developer to comply with the contractual obligation to provide the flat to a flat purchaser within a contractually stipulated period amounts to a deficiency. In cases where there is a gross delay in the handing over the possession beyond the contractually stipulated period, the jurisdiction of the consumer forum to

32 MANU/RI.0021/2020; 2020 SCC On Line NCDRC 82.

33 [2020] SCC On Line SC 667; MANU/SCOR/34388/2020.

award just and reasonable compensation is not constrained by the terms of a rate in builder agreement.

In this case *Vikrant Singh Malik v. Supertech Limited*³⁴ the Supreme Court upheld the decision of the NCDRC and held that the application that was filed on behalf of the appellants purportedly under section 12(1)(c) of the Act was not maintainable having regard to the frame of the complaint, the nature of the pleadings and the reliefs that were sought. The court observed that the pleadings in the complaint and the application do not evince any intent to present the complaint for on or behalf of the numerous consumers who share the same interest. The application only seeks to highlight the grievance of 26 complainants. They do not profess to possess a representative character, which is an essential ingredient of section 12(1)(c). In this context, the application though styled as one under section 12(1)(c) was not referable to that provision. The essential elements of an application under section 12(1)(c) were not established before the NCDRC and therefore, it cannot be maintained.

In *Debashis Sinha v. R.N.R. Enterprises*,³⁵ the court held that the complainants failed to establish their complaint. As per the conveyance deed and the agreement for sale, it is quite clear that the extra facilities that the complainants are demanding can be availed by paying some extra amount as is mentioned in the agreement for sale. Certain extra facilities have already been provided but if the complainants want to access more amenities, then as per the agreement for sale, they would have to pay extra. The court held that even though the brochure and advertisement promised several amenities and facilities, the complainants, in their complaint, have stated that they purchased the flats after due consideration. If this is the case, then the complainants ought to have known what they were purchasing. However, the court observed that this was an unfair trade practice on part of the developer. With regard to the completion certificate, the court held that it was a fault on the part of both the parties and both of them were in violation of law. It is statutory requirement to provide a completion certificate but it is also a requirement that the purchaser does not occupy the premises in the absence of a completion certificate. Since the complainant occupied the premises without a CC, the court did not attribute any deficiency in service to the developer.

In *Sanjay Gupta v. Three C Shelters*,³⁶ the court held that the OPs clearly had time to deliver possession of properties to the respective complainants in time as per the allotment letter and the agreement. Thus, the allottees should have the right to ask for refund if the possession is inordinately delayed and especially beyond a year. The court observed that the instalments had been paid up to reasonable time and the payment only stopped later when there was no progress in construction. Thus, there cannot be said to be in any breach. A delay of 42 months is a long period and would be considered as inordinate delay and thus the Commission directed the companies to refund approximately 12 crore to the buyers.

34 [2020] SCC On Line SC 702, MANU/SC/0769/2020.

35 [2020] SCC On Line NCDRC 429, MANU/SCOR/40886/2020.

36 2020 SCC OnLine NCDRC 178.

XI POSTAL SECTOR

In *Post Master, Manimajra Post Office v. Ripan Kumar*³⁷ the respondent through speed post, sent a packet containing medicines worth Rs. 29,042/-, from Chandigarh to Critical Drugs Agency, Imphal, Manipur, on 04.06.2015. It reached Imphal, in a damaged condition. The Agency aforesaid, to whom the medicines were sent, was intimated by the Postal Authorities to come to its office and check the goods. It was found that medicines ordered were damaged and some were also missing. The Postal Authorities in Imphal, sent a representative to the said Agency, stating that packet was found in a tampered condition. A request was made to accept the delivery. However, the said agency refused to do so. The tampered packet was sent back to Chandigarh Post Office and was ultimately returned to the respondent. The complainant filed a complaint before the he district forum for loss and injury due to deficiency in service on the part of the postal department. The district forum partly allowed the complaint and directed the opposite party to pay Rs. 49,042/- to the complainant towards the value goods, Compensation and cost of litigation. The postal department filed an appeal before the state commission which dismissed the appeal. Being aggrieved by the same the Postal Department filed the revision petition before the National Consumer Dispute Redressal Commission. NCDRC held that Postal Department adduced no evidence before forum of original jurisdiction *i.e.*, district forum, or made any averment or assertion in its appeal before State Commission or in its memo of petition before this Commission, in respect of having conducted any inquiry or fact finding to ascertain whether or not delay in delivery was caused “fraudulently” or by “willful act or default” by its concerned officials. It belies reason that “fraudulently” or by “willful act or default” is summarily ruled out, without any inquiry or fact finding, and exemption provided under section 6 of Act 1898 is straightaway adduced in defense. If that has to be so, each and every “loss, misdelivery, delay or damage” has necessarily to be presumed to not having been caused “fraudulently” or by “willful act or default” by officials of Postal Department section 6 of Act 1898 does not intend to provide an unfettered license to officials of Postal Department for inefficiency and mismanagement or to cause loss and injury to its ‘consumer’(s). Onus to establish that protection of section 6 of Act 1898 can be taken in given facts and circumstances of a particular case is on Postal Department, which onus it has not discharged in this case - And this has to be seen in conjunction with deficiency in service under Act 1986, which is writ large in facts and circumstances of this case. With above discussion, Revision Petition, being patently misconceived and totally devoid of merit, is dismissed, with advice to inculcate systemic improvements and imbibe responsibility and accountability, and with Cost of Rs. 1 lakh to be deposited in consumer legal aid account of district forum by postal department within four weeks of pronouncement of this order award made by district forum and as upheld by state commission is confirmed. It will be open to postal department to recover award and cost from its concerned officials responsible, after adopting due process.

37 MANU/CF/0027/2020.

XII UNFAIR TRADE PRACTICE

The 2019 Act has also widened the definition of Unfair Trade Practices as compared to the 1986 Act which now includes within its ambit online misleading advertisements; the practice of not issuing bill/memo for the goods and services; failing to take back defective goods or deactivate defective services and refund the amount within the stipulated time mentioned in the bill or memo or within 30 days in the absence of such stipulation; and disclosing personal information of a consumer unless such disclosure is in accordance with law.

In *Star India (P) Ltd., v. Society of Catalysts*,³⁸ the Supreme Court allowed the appeals filed by Star India and BhartiAirtel and set aside the Order of the NCDRC and held that “there is no other cogent material on record upon which the National Commission could have placed reliance to render the finding of ‘unfair trade practice’ under Section 2(1)(r)(3) (a) of the 1986 Act”, “we find that the complainant has clearly failed to discharge the burden to prove that the prize money was paid out of SMS revenue, and its averments on this aspect appear to be based on pure conjecture and surmise. We are of the view that there is no basis to conclude that the prize money for the HSHS contest was paid directly out of the SMS revenue earned by Airtel, or that Airtel and Star India had colluded to increase the SMS rates so as to finance the prize money and share the SMS revenue, and the finding of the commission of an “unfair trade practice” rendered by the National Commission on this basis is liable to be set aside.”

XIII VOLUNTARY CONSUMER ASSOCIATION

In *Sobha Hibiscus Condominium v. Managing Director, Sobha Developers Ltd.*,³⁹ Supreme Court held that, In essence, a voluntary consumer association will be a body formed by a group of persons coming together, of their own will and without any pressure or influence from anyone and without being mandated by any other provisions of law. The appellant association which consists of members of flat owners in a building, which has come into existence pursuant to a declaration which is required to be made compulsorily under the provisions of the Karnataka Apartment Ownership Act, 1972, *i.e.*, section 3(j) of the 1972 Act, It is clear from the objects of the said Act, that it is an Act to provide ownership of an individual apartment in a building and to make such apartment heritable and transferable property. Hence, it cannot be said to be a voluntary association to maintain a complaint under the provisions of the Act.

Subhechha Welfare Society v. Earth Infrastructure Pvt. Ltd.,⁴⁰ Supreme Court held that the finding of the NCDRC that recognised consumer association can file complaint on behalf of a single consumer, but cannot file complaint on behalf of several consumers in one complaint, is erroneous and there is no legal basis for that. From a reading of section 12(1)(b) of the Act read with explanation to section 12 it is clear that voluntary registered association can file a complaint on behalf of its members

38 MANU/SCOR/09331/2020, 2020 SCC OnLine SC 70.

39 (2020(2) KLT95; MANU/SC/0178/2020; 2020 SCC On Line SC 191.

40 1(2020) CPJ122(SC); 2020(2)KLT58; MANU/SC/0195/2020; 2020 SCC On Line SC 208.

to espouse their grievances. There is nothing in the aforesaid provision of the Act which would restrict its application to the complaint pertaining to an individual complainant. If a recognised consumer association is made to file multiple complaints in respect of several consumers having a similar cause of action, that would defeat the very purpose of registration of a society or association and it would result only in multiplicity of proceedings without serving any useful purpose.

XIII CONSUMER RIGHTS DURING COVID 19 PANDEMIC

During the grapples of COVID-19, the protection of the consumer was a challenging task. In order to protect the consumer the Ministry of Consumer Affairs, Food and Public Distribution issued an order adding surgical and N95 masks and hand sanitizers to the list of essential commodities under Essential Commodities Act 1955(ECA).⁴¹ The prices of 2ply and 3ply surgical masks and raw materials used for manufacturing masks and hand sanitizers were also fixed under a later order⁴². State governments were advised to take measures to maintain the demand-supply balance of sanitizers⁴³. A contravention of orders under Section 3 of ECA is a cognizable offence and can lead to imprisonment of up to 7 years, or fine and also potential forfeiture of the offending property. For offences committed by companies, officers-in-charge, directors, managers and secretaries can be punished. Another major issue was around the food security and nutrition where ministry of consumer affairs has taken rampant steps to protect the consumer from food starving by means of providing Pradhan Mantri Garib Kalyan Ann Yojana to ameliorate the hardships being faced by the underprivileged and poor on account of lockdown. The Central Government⁴⁴ and the State Government (Karnataka⁴⁵, Telangana⁴⁶, Delhi⁴⁷ Etc.,) had issued a notification for fixing ceiling rates for different COVID-19 tests, isolation beds and others and also constituted a committee to supervise the same. For instance in Karnataka, “A COVID-19 patient was treated at a private hospital and had struggle to pay hospital bill, the supervisory team headed by IAS officer Harsh Gupta and IPS Officer D. Roopa Moudgil visited and scrutinised the hospitals bills found several instances of excess billing and directed to refund the amount. Around 22 patients have now got refunded. The Karnataka in view of the same has taken steps to borne treatment cost

41 Available at: <https://consumeraffairs.nic.in/sites/default/files/file-uploads/essential-commodities-order/1087.pdf> (last visited on Mar.31, 2022).

42 Available at: <https://consumeraffairs.nic.in/sites/default/files/file-uploads/latestnews/Notification21mar2020.pdf> and <https://pib.gov.in/newsite/PrintRelease.aspx?relid=200488> (last visited on Mar.31, 2022).

43 Available at: <https://consumeraffairs.nic.in/sites/default/files/file-uploads/latestnews/Sanitizer%20-%20Letter.pdf> (last visited on Mar.31, 2022).

44 Available at: <https://consumeraffairs.nic.in/sites/default/files/file-uploads/latestnews/Notification21mar2020.pdf> (last visited on Mar.31, 2022).

45 Available at: <https://covid19.karnataka.gov.in/new-page/Government%20Orders/en> (last visited on Mar.31, 2022).

46 Available at: <https://covid19.telangana.gov.in/wp-content/uploads/2020/06/COVID-19-GO-No-248.pdf> (last visited on Mar.31, 2022).

47 Available at: http://health.delhigovt.nic.in/wps/wcm/connect/doi_health/Health/Home/Covid19/Covid+19+Related+order+June+2020 (last visited on Mar.31, 2022).

under the Suvarna Arogya Suraksha Trust (insurance) scheme and request the private hospitals to reserve 50% of beds.”⁴⁸

XIV CONCLUSION

The rampant flourishing of the e-commerce entities, and consumer marked accessibility of the goods and services are affordable at the door step but it has also led to a rampant increase in scams and frauds specifically by means of unfair trade practices, unfair contracts, misleading advertisements, violation of privacy rights, data security and safety *etc.* It is the primary duty of the State to protect the same and in the menace of the same the Consumer Protection Act, 2019 was brought into force with various developments when compared with Consumer Protection Act, 1986. With intent to give speedier remedy to the disputing parties, it expressly included Mediation as a means of settlement where third neutral party facilitates the disputing parties to settle their dispute and which also saves the relation between them. Now it is the duty of the State and Central Government to provide with proper infrastructure and financial support to the Consumer Commissions to establish mediation cells and adequate staff for proper implementation and also to establish other mechanism recognized under the Act. Such as ODR mechanism which includes online filing and hearing of matters through video conferencing including online mediation. The CPA, 2019 is comprehensive legislation once it is implemented in its spirit, public can see the drastic change in protection of consumers but its effective implementations rely on will power of state governments to implement central legislation at the State level. Also, state commissions, NGOs and consumers together convince the state governments for implementation.

48 Available at: <https://www.theweek.in/news/india/2020/07/28/ias-ips-teams-get-cracking-bengaluru-private-hospital-falls-in-line.html> (last visited on Mar.31, 2022).