

CONSUMER PROTECTION IN INDIA

Law and Policy

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Importance of Consumer Protection

It has considerably increased.

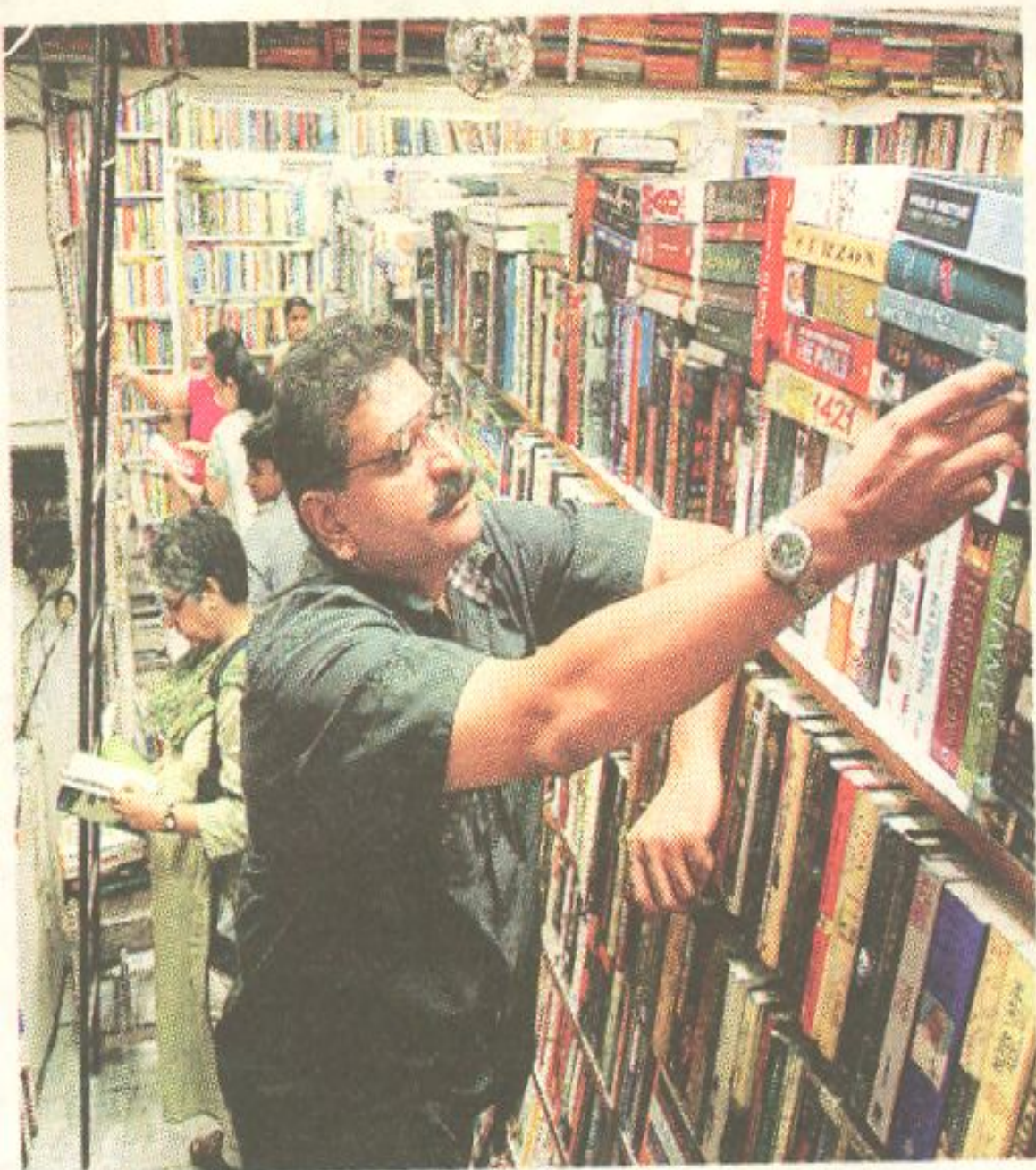
- * Change of the Concept of State.**
- * Growing Interdependence of the World Economy.**
- * Changed International Business Practices.**



Reasons For Universal Emphasis

- **Rapidly increasing variety of goods and services which modern technology has made available;**
- **Growing size and complexity of production and distribution system;**
- **Sophistication in marketing and selling practices in advertising;**
- **Removal of personal relationship of buyer and seller and Consumer's increased mobility.**





**“THE
CHARACTER
OF THE
MARKET HAS
CHANGED.
EARLIER, WE
KNEW OUR
CUSTOMERS
BY NAME”**

**- ANUJ BAHRI,
Bookstore owner**

CONTRIBUTIONS OF CHANGES

- * Universal emphasis on the need of Consumers Rights Protection**
- * Need of Consumer Awareness and Education**
- * Observance of 15th March every year as World Consumer's Rights Day.**



World Consumer Rights Day

Origin- March 15, 1962, - former US President John F. Kennedy's Bill of Rights of four basic consumer rights.



Rights of the Consumers as per John. F.Kennedy's Bill of Rights

- * the right to safety
- * the right to be informed
- * the right to choose
- * the right to be heard

Four more Rights have been added

- * the right to satisfaction of basic needs
- * the right to redress
- * the right to education
- * the right to a healthy environment.





CONSUMER PROTECTION ACT, 1986

Development of Consumer Policy

April 9, 1985 – United Nations General Assembly Resolution - General Guidelines

- **Physical Safety;**
- **Protection and Promotion of the Consumers' Economic Rights;**
- **Standards for the Safety and Quality of Consumers Goods and Services;**
- **Measures enabling consumers to obtain redress;**
- **Measures relating to specific areas (food, water and pharmaceuticals) and**
- **Consumer education and information programme.**

Emphasize on

- **E-commerce**
- **Data Security and Privacy**
- **Protection of Consumers in Financial Services**
- **Sustainable Consumption**

IMPORTANT PRE-EXISTING LAWS

- **The Indian Contract Act, 1872**
- **The Sale of Goods Act, 1930**
- **The Dangerous Drugs Act, 1930**
- **The Agricultural Produce(Grading & Marketing) Act,1937**
- **The Drugs (Control) Act, 1950**
- **The Drugs and Magic Remedies(Objectionable Advertisements) Act, 1954.**

- **The Prevention of Food Adulteration Act, 1954**
- **The Essential Commodities Act, 1955**
- **The Monopolies and Restrictive Trade Practices Act, 1969**
- **The Standards of Weights and Measures Act, 1976 and the Standards of Weights and Measures (Packaged Commodities) Rules, 1977**
- **The Prevention of Black Marketing and Maintenance of Supplies of Essential Commodities Act, 1980**
- **The Bureau of Indian Standards Act, 2016**

Competition Act, 2002

The High Level Committee on Competition Law & Policy in its Report submitted to Government in May, 2000 -in view of the policy shift from curbing monopolies to promoting competition, there is a need to repeal the M.R.T.P. Act. The rigidly structured M.R.T.P. Act also necessitated its repeal.

- To prevent practices having appreciable adverse effect on competition;**
- to promote and sustain competition in trade and industry;**
- to protect the interest of consumers;**
- to ensure freedom of trade carried on by the participants in market in India;**
- Establishment of the Competition Commission of India.**

Food Safety and Standards Act, 2006

- **Food Safety and Standards Authority of India (FSSAI)**
- **The main objective of the Act is to consolidate the laws relating to food and to establish the Food Safety and Standards Authority of India for laying down scientific standard for articles of food.**
- **The Food Safety and Standards Authority will regulate manufacture, storage, distribution, sale and import, to ensure availability of safe and wholesome food.**

Legal Metrology Act, 2009

- **Effective from April 1, 2011**
- **Rules regarding National Standards, Numeration, Approval of Models, Indian Institute of Legal Metrology, Packaged Commodities etc have been notified**
- **The Act now provides for Approval of models of all weights and measures-power now vests with central govt**
- **License is required for manufacture sale, repair of any weight or measure**
- **no one may import any weight or measure unless he is regd with Gol**
- **Regulation on export**
- **Verification of weights and measures.**

THE CONSUMER PROTECTION ACT, 1986 (As Amended in 2002)

Important Provisions



THE CONSUMER PROTECTION ACT, 1986

OBJECTIVE:

To provide for the better protection of the interests of the consumers.

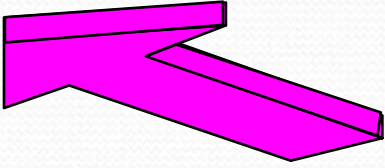
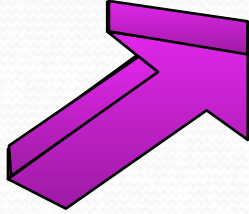
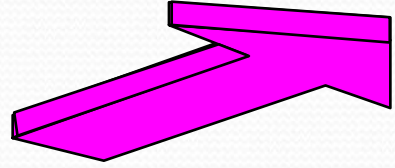
To provide for the establishment of quasi-judicial authorities for the settlement of consumer disputes.



Right to Choose

Right to Be Informed

Right to Safety

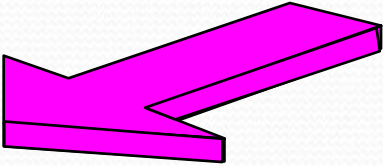
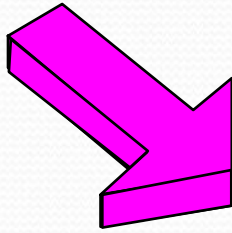
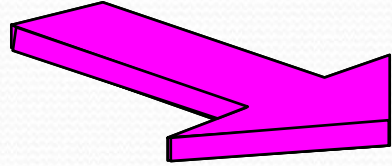


Consumer Rights Under CP Act, 1986

Right to Consumer Education

Right to Seek Redressal

Right to Be Heard



OTHER RELEVANT PROVISIONS OF THE ACT

**Section 1(4) : The Act applies to all goods
and services**

**“Save as otherwise expressly provided
by the Central Government by notification,
this Act shall apply to all goods and
services.”**



Section 3 : The 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.”



General Manager, Telecom vs M. Krishnan & Anr. on 1 September, 2009

- **In our opinion when there is a special remedy provided in Section 7-B of the Indian Telegraph Act regarding disputes in respect of telephone bills, then the remedy under the Consumer Protection Act is by implication barred.**
- **After this DoT issued OM dated Feb. 4, 2014**

DEFINITIONS UNDER THE CONSUMER PROTECTION ACT



Consumer : Section 2(1) (d)

Of Goods

- ✓ **Any person who buys any goods for a consideration and**
- ✓ **includes any user of such goods with the approval of the buyer**

Of Services

- ✓ **Any person who hires any services for a consideration and**
- ✓ **includes any beneficiary of such services when availed of with the approval of the hirer.**

Cases :

M/s Spring Meadows Hospital v. Harjot Singh Ahluwalia AIR 1998 SC 1801

- The child is a consumer being the beneficiary of the services hired by the parents.

Indian Medical Association v. V.P. Shantha AIR 1996 SC 550

- The patients who are rendered free service are the beneficiaries of the services hired by the patients who paid for the services.



Who is a Consumer

A consumer is a person who :-

- **Consumes goods**
- **Avails of services**

For a consideration whether:-

- **Paid**
- **Promised**
- **Partly paid and partly promised**

- **Also includes a beneficiary of such goods/ services when such use is made with the approval of such person.**



Who is not a Consumer

- goods/ services without consideration
- Buyer for re-sale or for commercial purpose
- Services for commercial purpose

Explanation- For the purposes of this clause, “commercial purpose” does not include use by a person of goods bought and used by him and services availed by him exclusively for the purposes of earning his livelihood by means of self-employment.



Commercial Purpose

**Laxmi Engg Works Vs PSG Industrial Institute 1995 (3)
SCC 583**

Self employment – a person claiming shelter under the explanation has to be an individual who does not employ anyone under him

2005 IV CPJ 206 (NC)

It was held that a person engaging a technical for quality control, 7 person for loading and unloading, a peon and a receptionist, can not seek protection of the explanation clause under Sec 2(1)(d)

What are Goods?

Section 2(1)(i)

“Goods” means goods as defined in Sales of Goods Act, 1930

Section 2(7) of Sales of Goods Act, 1930

Every kind of movable property other than actionable claims and money; and includes stocks and shares, growing crops, grass and things attached to or forming part of the land, which are agreed to be severed from land before sale, or under contract of sale.



What is defect?

Section 2(1)(f) of CPA

“defect” means any fault, imperfection or shortcoming in the quality, quantity, potency, purity or standard which is required to be maintained by or under any law for time being in force or under any contract , express or implied, or as is claimed by the trader in any manner whatsoever in relation to any goods.

Sec 13 (1) (c) & (d)

Usual Defects Consumers encounter

- **Under-weighing and under- measurement**
- **Selling sub-standard quality goods to consumers**
- **Charging higher prices for the product**
 - **D.K.Chopra vs Snack Bar NCDRC Rev. Pet. No. 4090 of 2012 decided on 4th March 2014**
No one can charge more than MRP
 - **M/S. Aero Club (Woodland) Vs Rakesh Sharma Revision Petition No. 3477 OF 2016 decided on Jan 4, 2017**
Shops Can't Charge Extra VAT on Items Sold on Discount: NCDRC
- **False and duplicate items sold**
- **Adulteration in food items for higher profits.**

SERVICES

Section 2 (1) (o)

Service means service of any description which is made available to potential users and includes , but not limited to , the provision of facilities in connection with banking, financing, insurance, transport, processing, supply of electrical or other energy , board or lodging or both, housing construction, entertainment, amusement or the purveying of news or other information , but does not include the rendering of any service **free of charge** or under **a contract of personal services**.



Service

The definition of 'service' is in three parts:

Main part or the exhaustive part:

- Service means service of any description which is made available to potential users.

Inclusionary part:

- Service includes the provision of facilities in connection with banking, financing, insurance, transport, processing, supply of electrical or other energy, board or lodging or both, housing construction, entertainment, amusement or purveying of news or other information.

Exclusionary part:

- Service does not include the rendering of any services free of charge or under a contract of personal service.



Further Exclusions from the category of Consumer

- 1. Who avail services free of charge**
- 2. Services availed under contract of personal services**



CONTRACT OF SERVICE AND CONTRACT FOR SERVICE

‘Contract of service’ is different from ‘Contract for service’

Contract of Service

- **Implies relationship of master and servant**

Contract for Service

- **Implies a contract where there is no master servant relationship**



Deficiency in service

Sec 2(1)(g) of the Act

‘Deficiency’ means any fault, imperfection shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service.



Bihar School Examination Board vs Suresh Prasad Sinha (2009) 8 SCC 483

- The Board is a statutory authority established under the Bihar School Examination Board Act, 1952. This statutory function involves holding periodical examinations, evaluating the answer scripts, declaring the results and issuing certificates.
- The process of holding examinations, evaluating answer scripts, declaring results and issuing certificates are different stages of a single statutory non-commercial function. It is not possible to divide this function as partly statutory and partly administrative.
- When the Examination Board conducts an examination in discharge of its statutory function, it does not offer its "services" to any candidate. Nor does a student who participates in the examination conducted by the Board, hires or avails of any service from the Board for a consideration. **Maharshi Dayanand University vs. Surjeet Kaur 2010(11) SCC 159**

P.T. Koshy and Anr. v. Ellen Charitable Trust and Ors. reported in 2012(3) CPC 615

Krishan Mohan Goyal vs St Mary's Academy & Anr. 2017 SCC OnLine NCDRC 62

- Deficiency in imparting education which is the core function of an educational institution, in my view is altogether different from rendering such basic help and assistance to the students.
- A student may not be the consumer of the school as far as the core function of imparting education or taking examinations is concerned, but, the position would be altogether different where the deficiency on the part of the educational institution is found in an activity altogether different from imparting education, where a consideration is being charged for such an activity on the part of the educational institution.

Banking Services

- Defective bank Draft- *Standard Chartered Grindlay bank Ltd. v H. B Impex Pvt.Ltd. 2001*
- Failure / refusal to honour Bank Guarantee- *Z. Babelloni Singapore Pvt. Ltd. v Central Bank of India 2004*
- Cancellation of Credit Card

- Dishonour of Cheques- ***Punjab National Bank v. Goyal Traders 2003***
- Permitting unauthorised third party to operate accounts- ***State Bank of India v. Frennie Fitter 1994***
- Deficiency in Locker Services- ***A. S. Arunanchalam v Chief manager , SBI 2004***

TRANSPORT SERVICES

- Death of a child due to negligence of the airport authorities in maintaining the escalator. **Geeta Jethani & Ors. v Airport Authority of India & Ors. 2004(3)CPR 61(NC)**
- Boarding is denied on a confirmed ticket as a result person suffers loss. **Rajinder Pal Jaura (NRI)v Secretary, UOI 2003(1) CPR 24**
- Cancellation of flight without notice and refusal of airlines to return the amount. **Express Travels v M. R. Shah III (2002) CPJ 158 (NC)**
- Loss of Consignment. **Shobha Global v. Air India II(1995)CPJ 158 (NC)**

Railway Services

- Unauthorized persons entered the compartment, assaulted the passenger and took away the valuables forcibly. **Sumathi Devi M. Dhanwatyv. UOI II (2004) CPJ 27 (SC)**
- Confirmed tickets of a cancelled train were issued. **Railway Board & Ors. v. Amrit Pal Singh decided on 13.4.2004**
- Failure to provide basic amenities. Like water, fans, iron shutters in windows, glasses in glass shutters, resins on the berth. **South Eastern Railway v. Yeshwant Tiwari 2003 (2) CPR 12 (NC); General Manager, South Eastern Railways v. Anand Prasad Sinha, I (1991) CPJ 10(NC)**

Electricity Services

- Delay in giving connection-**PSEB v. Zora Singh III (2003)CPJ 169 (NC)**
- Current Fluctuation, short circuit, fire as a result loss is caused. **HSEB v. Anand Medicos III (2003) CPJ 175 (NC)**
- Defective meter
- Excessive billing
- Long disruption due to defect
- Arbitrary disconnection

Housing Services

- Plot/ flat is allotted but possession is not given, **Haryana Urban Dev. Auth.v Shanthi Devi I (2005) CPJ 6 (SC)**
- Demand of higher price on allotment of alternative site. **HUDA v. R. P. Chawla 2001 (3) CPR 15 (NC)**
- Defects in construction. **Prof. R. Shanmugasundaram v TN Housing Board 1997 (2) CPR 299 (NC)**
- Failure to provide basic amenities. **Leelawati. Dr. Sukhmal Jain III (2003) CPJ 90 (NC)**

Housing

- **Bunga Daniel Babu Vs Sri Vasudeva Constructions (2016) 8 SCC 429**
- **The agreement has to be looked into and interpreted to find out whether it is a joint venture or not. The title and name given to the agreement does not matter**
- **Faquir Chand Gulati (2008) 10 SCC 345**

Indian Medical Association v. V.P. Shantha **(1995) 6 SCC 651; AIR 1996 SC 550**

- **Medical practitioners are not immune from a claim for damages on the ground of negligence.**
- **The Medical Practitioners, Government Hospitals/Nursing Homes and Private Hospitals/Nursing homes broadly fall into three categories:**



- (i) Where services are rendered **free of charge** to everybody availing the said service (Doctors and hospital in this category are outside the purview of “service” as defined under the Act.)
- (ii) Where charges are **required to be paid by everybody availing the services**. (Doctors and hospitals in this category would clearly fall within the ambit of “service”.)
- (iii) Where charges are required **to be paid by persons availing the services but certain categories of persons who cannot afford to pay are rendered service free of charge**. (Doctors and hospitals in this category would fall within the ambit of the expression “service”; persons who are rendered free service are the “beneficiaries” and as such come within the definition of “Consumer” as defined under the Act.)



Unfair Trade Practice

Promoting for the purpose of promoting sale, use or supply of any goods or for the provision of any service adopts **any unfair method or unfair or deceptive practice**

- **making false representation that the goods or service are of particular quality, quantity, grade, composition, style or model;**
- **selling any re-build , second hand, renovated, reconditioned or old goods as new ones;**
- **Making a false representation that the goods or services have sponsorship, approval, affiliation, performance, characteristics, accessories, uses or benefits which such goods/ services generally do not have;**
- **making false claim about usefulness or need of any good of any goods/ services**

- **Giving a warranty or guarantee for a product/ service regarding performance, efficacy or length of the life of a product / service;**
- **Issuing an advertisement about the sale or supply of a product or service at a bargain price;**
- **Offer gifts or prizes with an intention of not providing them as offered or which is fully or partly covered by the amount charged in the transaction;**
- **Not disclosing final results of some scheme of gifts and prizes within reasonable time;**
- **Manufacturing of spurious goods.**

Brig. (Retd.) Kamal Sood vs DLF Universal Ltd., III (2007)CPJ 7 (NC)

- the Complainant a ret'd Brig invested his hard earned money for purchase of a flat, the builder promising delivery of possession in the stipulated time
- delay in construction by the builder-compelled to pay escalation cost
- Promise made in the colourful brochure published by the builder for attracting the buyer that no escalation cost would be recovered. **All prices are ESCALATION FREE**
- UTP on the part of the builder to collect money from the prospective buyers without obtaining the required permissions

Buddhist Mission Dental College & Hospital Vs. Bhupesh Khurana & Ors. I (2009) CPJ 25 (SC)

- an ad in an English national daily for admission in BDS-"The Buddhist Mission Dental College and Hosp" under Magadh Univ, Bodh Gaya and Dental Council of India-specifically mentioned "No Capitation Fee".
- at the time of admission Rs.1,00,000/- taken in cash from each student-the claim made in the ad & prospectus was false, college was neither affiliated to the Magadh Univ nor recognized by Dental Council.
- no regular qualified staff, no anatomy museum, library, laboratory were ill-equipped, necessary instruments/equipments were not available
- total misrepresentation on behalf of the institute which tantamount to unfair trade practice.

M/s. Cox & Kings (I) Pvt. Ltd. V/s Mr. Joseph A. Fernandes I(2006) CPJ 129(NC)

- booked a tour from Bangalore to Singapore-Malaysia and back from Cox & Kings -the cruise trip is only for 2 nights/ 1&½ days whereas advertised as 2 nights/3 days Cruise
- a deliberate misleading thought in issuing the advertisement deliberately timed the departure of the cruise at 11.59 p.m., i.e. one minute short of midnight and counted that one minute as one full day.
- cannot take shelter under the argument that it is a trade practice to use the nomenclature “Cruise for two nights/three days”.

United Breweries limited vs Mumbai Grahak Panchayat I (2007) CPJ 102 NC

- **false, misleading and surrogate Liquor Ads on the coaches of the Western Railway trains**
- **"India's No. 1 and the World's No. 3"- description matches with the 'Bagpiper Whisky' and not 'Bagpiper Soda'**
- **'London Pilsner Soda' – 'Ab Cold Drink Out'. An attempt was made to substitute Cold Drinks with Beer.**
- **'Derby Special Soda'- on inquiry, found there was no Derby Special Soda – 'Derby Special Whisky' available with Wine Dealers.**

Restrictive Trade Practice

means a trade practice which tend to bring about manipulation or price or service or its condition of delivery or to affect flow of supplies in the market relating to goods/ services in such manner as to impose on the consumers unjustified costs or restrictions and shall include -

(a) Delay beyond the period agreed by a trader in supply of such goods or in providing the services which has led or is likely to lead to rise in the price;

(b) Any trader practice which requires a consumer to buy, hire or avail of any goods or services as a condition precedent to buying, hiring or availing of other goods/ service

Who is a Complainant?

Section 2(1)(b) – “Complainant” means-

- (i) a consumer; or
- (ii) any voluntary consumer association registered under the Companies Act, 1956 or under any other law for time being in force ; or
- (iii) the Central Government or any State Government;
- (iv) one or more consumers , where there are numerous consumers having same interest;
- (v) in case of death of a consumer, his legal heir or representative who or which makes a complaint.



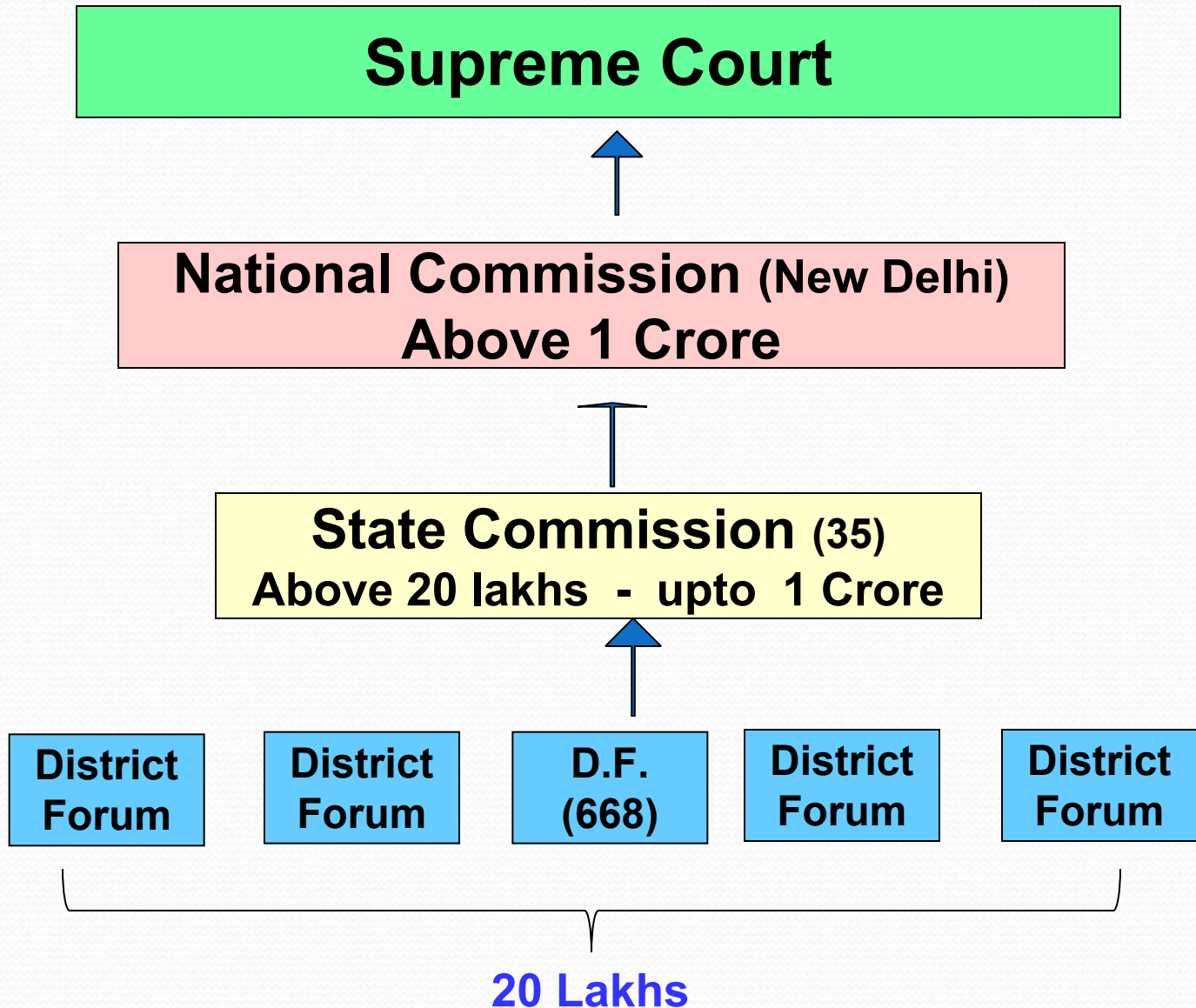
Consumer Councils

The Act provides for establishment of Councils at three levels – National, State and District.

- The Central Consumer Protection Council.
- The State Consumer Protection Council.
- The District Consumer Protection Council.



Structure for Redressal Mechanism



Complaint can be filed at

- District Consumer Disputes Redressal Forum, if the value of the claim is up to Rs. 20 lakh**
- State Consumer Disputes Redressal Commission, if the value of the claim exceeds Rs. 20 lakhs, but is within Rs. 1 crore.**
- National Commission Disputes Redressal Commission, if the value of the claim exceeds Rs. 1 crore.**

Appellate Jurisdiction

- **Against order of the DF to State Commissions**
-within a period of 30 days- 50% or 25,000
- **Against order of the State Commissions to NC-**
within a period of 30 days- 50% or 35,000
- **Against order of the NC to SC-within a period of**
30 days-50% or 50,000

Territorial Jurisdiction

Section 11

- **Where any / all of the OP**
 - **Actually or voluntarily resides**
 - **Carries on the business or has branch office**
 - **Personally work for gain**
- **Cause of action, wholly or in part, arises**

E-Commerce

- **SC judgment in Aug 2017- online buyers can file complaint anywhere upholding the decision of NCDRC**
- **Meghalaya State Consumer Commission has ruled in its recent judgment (FA/7/2007, Decided on 7-12-2013) that – Online purchase may file his Consumer Complaint with local Consumer Forum.**
- **Territorial Jurisdiction in contractual matter**
 - **Where contract is made**
 - **Where acceptance of contract is communicated**
 - **Where contract is performed or is to be performed**
 - **Where money under the contract is payable or paid**
 - **Where repudiation of contract is received**
- **So consumer can now make complaint in online buying where he concluded the transaction**

Section 2(1)(c) – Complaint

Circumstances under which complaint can be filed?

- **If you have suffered loss or damage due to an Unfair Trade Practice or Restrictive Trade Practice.**
- **If you are a purchaser of defective goods.**
- **If the services hired or availed of are deficient.**
- **If you have been charged more than the price displayed.**
- **If goods / services hazardous to life and safety are offered**

Procedure for filing the Complaint

- Manner quite informal & free from complicated obligations
- It can be filed by Consumer , VCO, one or more consumers, govt.
- Rule 14 of Consumer Protection Rules, 1987
 - Complaint in person or by agent
 - Can be sent by post
 - Name, description, address of the complainant
 - Name, description, address of the OP(s)
 - Facts
 - Documents in support of the allegations
 - relief

- **Limitation Period** – the complaint shall not be entertained unless is filed **within 2 years** from the date on which cause of action has arisen.
- **No need of advocate** or pleader
- Accompanied with **prescribed fees**

S.No.	Value of goods or services and compensation claimed	Amount of fee payable
	District Forum	
(1)	Upto one lakh rupees – For complainants who are under the below poverty line holding Antyodaya Anna Yojana cards.	Nil
(2)	Upto one lakh rupee	Rs. 100
(3)	One lakh and above but less than five lakh rupees	Rs. 200
(4)	Five lakh rupees and above but less than Rs.10 lakh	Rs. 400
(5)	Ten lakh rupees and above but not exceeding Rs.20 lakh	Rs. 500
	State Commission	
(6)	Above 20 lakh and upto 50 lakh rupees	Rs.2000
(7)	Above 50 lakh and upto one crore rupees	Rs.4000
	National Commission	
(8)	Above one crore rupees	Rs.5000

Reliefs Available to Consumers:Sec 14(1)

Following reliefs are available to the Consumers under the Act

- **Removal of defects from the goods;**
- **Replacement of the goods;**
- **Refund of the price paid;**
- **Award of compensation for the loss or injury suffered;**
- **Discontinue and not to repeat unfair trade practice or restrictive trade practice;**

- **not to offer hazardous goods for sale;**
- **to withdraw hazardous goods from sale;**
- **to cease manufacture of hazardous goods and desist from offering services which are hazardous in nature;**
- **if the loss or injury has been suffered by a large number of consumers who are not identifiable conveniently, to pay such sum (not less than 5% of the value of such defective goods or services provided) which shall be determined by Forum;**
- **to issue corrective advertisement to neutralise the effect of misleading advertisement;**
- **to provide adequate costs to parties.**



- **Section 26-** dismissal of frivolous or vexatious complaints- for reasons to be recorded in writing-order to pay OP such cost not exceeding 10,000.
- **Section 25-** where interim order of the Forum/ Commission is not complied with order for the attachment of property may be made

- **Section 27-** where the person against whom the order is made fails/ omits to comply with the order shall be punishable with imprisonment for a term not less than one month but may extend to 3 yrs or with fine not less than Rs. 2000 but may extend to 10000 or with both
- **Conferment of power of 1st Class Judicial Magistrate.**

Total Number of Consumer Complaints Filed / Disposed since inception Under Consumer Protection Law (Nov 2017)

Sl. No.	Name of Agency	Cases filed since inception	Cases disposed of since inception	Cases Pending	% of total Disposal
1	National Commission	113117	97571	15546	86.26%
2	State Commissions	760786	651797	108989	85.67%
3	District Forums	3995088	3692798	302290	92.43%
	TOTAL	4868991	4442166	426825	91.23%

Consumer Protection Bill 2015

- Online Transaction included
- Provisions to deal with e-commerce transactions
- UTP-Refusal of bill
- Refusal to take back goods within 30 days
- Protection against **unfair contract terms**
- unfair contract to include a contract which has one or more of the following clauses (a) excessive security deposit; (b) imposition of disproportionate penalty; (c) refusal to accept early repayment of debt and; (d) termination of contract without reasonable cause
- discloses to any other person any personal information given in confidence by the consumer
- unsafe goods, services and practices

New Chapters

- **Central Consumer Protection Authority**
- **Mediation**
- **Product Liability**

Redressal Mechanism

- Regional Benches for NCDRC
- Appointment to DC on recommendation of PSC
- Bar on practice in any DC of the State after leaving office
- Jurisdiction
 - DC-rupees fifty lakhs
 - SCDRC-10 crore
 - NCDRC- above 10 crore
 - the complainant resides or personally works for gain

- Circuit benches for DC
- Electronic filing of complaint
- deemed to have been admitted after 21 days
- not more than two adjournment
- If it appears to the Commission that there exists element of a settlement, which may be acceptable to the parties, direct the parties to opt for settlement of dispute by mediation
- Relief -enforce de-advertising by the party



THANK YOU