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Regulation of E-Commerce in India under Consumer Protection Act, 2019: An Overview

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ABSTRACT

The Indian e-commerce sector has secured 9th rank in cross-border growth in the world. According to Payoneer report, as most Indians buyers have started shopping online rather than coming outside of their houses, the Indian e-commerce sector has witnessed such remarkable increase. India's e-commerce festive sale season from October 15 to November 15 in 2020 recorded Rs. 58,000 crore (US\$ 8.3 billion) worth of gross sales for brands and sellers. E-commerce comes with not only growth and development but also risks and damages to people and their money. Delhi Police had arrested five fraudsters who busted a scam in which multiple fake e-commerce websites had been used to loot more than 10,000 people for more than Rs 25 crore within last three years. The Consumer Protection Act, 2019 (hereinafter Act of 2019) has incorporated chapters, provisions, regulations in order to curb malpractices, frauds and offences in this area and determine the liability of such misdeeds. For this purpose, the Consumer Protection (E-Commerce) Rules, 2020 are framed to give effect the Act of 2019.

Keywords- *E-commerce, product liability, consumers, e-retail, e-entities.*

I. INTRODUCTION

As a result of Government policies relating to e-commerce, e-commerce is growing in a huge manner. It has enlarged its usage in almost in all fields of market including education, medicine, foods, technology, and fashion and so on. The Government of India's policies and regulatory frameworks such as 100% Foreign Direct Investment (FDI) in B2B E-commerce and 100% FDI under the marketplace model of B2C. E-commerce is expected to further grow in this sector. As per the new FDI policy, online commercial entities cannot offer the products through foreign investment which are sold by retailers in which they possess equity stake. As per the data report of September 27, 2021, the Government e-Marketplace (GeM) portal has provided

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services to 7.65 million orders worth Rs. 140,648 crore to 54,699 buyers.³ According to report of the NASSCOM, beside the COVID-19 challenges and market collapse, the e-commerce market is continuously growing at 5%, with expected sales of US\$ 56.6 billion in 2021.⁴

E-commerce comes with not only growth and development but also risks and damages to people and their money. Delhi Police had arrested five fraudsters who busted a scam in which multiple fake e-commerce websites had been used to loot more than 10,000 people for more than Rs 25 crore within last three years.⁵ It is also reported that 977 cases were registered during the seven-month period of FY 2017 and 2,441 cases during FY 2018. 4,955 fraud cases were reported in FY 2019, the number has been rising to 5,620 cases up till November 2020. The cases were registered under the e-commerce platform of the National Consumer Helpline. The increase during the said periods has been 149 per cent, 102 per cent, and 13 per cent.⁶

The Consumer Protection Act, 2019 (hereinafter Act of 2019) has incorporated chapters, provisions, regulations in order to curb malpractices, frauds and offences in this area and determine the liability of such misdeeds. For this purpose, the Consumer Protection (E-Commerce) Rules, 2020 are framed to give effect the Act of 2019.

II. E-COMMERCE MARKET OF INDIA

The Indian E-commerce industry is growing upward. It is expected to surpass the US to be the second largest E-commerce market in the world by 2034. Indian e-commerce market is expected to reach US \$ 111.40 billion by 2025. It is growing at the rate of a 19.24% CAGR, in the field of grocery and fashion/apparel. According to Forrester Research, Indian e-commerce sales have increased by 7-8% in 2020.⁷ The Indian online grocery market is estimated to reach US\$ 18.2 billion in the year 2024. According to Grant Thornton, e-commerce in India is expected to record the growth of US \$ 188 billion by 2025.⁸ According to NASSCOM, beside COVID-19 challenges and disruptions, the e-commerce market has been continuously growing at 5%, with expected sales of US\$ 56.6 billion in 2021.

The Indian e-commerce sector has secured 9th rank in cross-border growth in the world. According to Payoneer report, as most Indians buyers have started shopping online rather than coming outside of their houses, the Indian e-commerce sector has witnessed such remarkable

³ Retrieved from (25/11/2021, 10.00am), <https://www.ibef.org/giofindia>

⁴ Retrieved from <https://nasscom.in/knowledge-center/publications/quarterly-industry-review-november-2021>

⁵ Retrieved from <https://www.indiatoday.in/cities/delhi/story/people-duped-25-crore-fake-shopping-websites-5-arrested-1842113-2021-08-18>

⁶ Retrieved from <https://www.financialexpress.com/industry/sme/ecommerce-fraud-ecommerce-fakes-online-fraud-fake-products-amazon-flipkart-fake-products-consumer-protection-act-ecommerce-policy/1791187/>

⁷ Retrieved from <https://www.forrester.com/blogs/tag/india/>

⁸ Retrieved from <https://www.granthornton.in/en/industry/consumer-retail--e-commerce/>

increase. India's e-commerce festive sale season from October 15 to November 15 in 2020 recorded Rs. 58,000 crore (US\$ 8.3 billion) worth of gross sales for brands and sellers.

According to Bain & Company report, India's social commerce gross merchandise value (GMV) stood at US\$ 2 billion in 2020. By 2025, it is expected to reach US\$ 20 billion, with a potentially monumental jump to US\$ 70 billion by 2030, owing to high mobile usage. For the 2021 festive season, Indian e-commerce platforms are anticipated to generate over US\$ 9 billion gross GMV (Gross Merchandise Value), a 23% increase from last year's US\$ 7.4 billion.⁹

Huge investments from global market players, such as Facebook, which is investing in Reliance Jio, are being recorded in the e-commerce market. Google also reported its first investment worth US\$ 4.5 billion in Jio Platforms. This deal was followed by the purchase of Future Group by Reliance Retail, expanding the presence of the Ambani Group in the e-commerce space.

Much of the growth in the industry has been triggered by increasing internet and Smartphone use. As on July 2021, the number of internet connections in India significantly increased to 784.59 million, under the 'Digital India' programme. Out of the total internet connections, 61% connections were in urban areas, of which 97% connections were wireless. Online penetration of retail is expected to reach 10.7% by 2024 compared with 4.7% in 2019. Moreover, online shoppers in India are expected to reach 220 million by 2025. According to a report published by IMAI and Kantar Research, India internet users are expected to reach 900 million by 2025 from 622 million internet users in 2020, increasing at a CAGR of 45% until 2025. Smartphone shipments in India increased by 23% to reach 38 million units in the first quarter of 2021, driven by new product launches and delayed demand from 2020. Xiaomi led the Indian Smartphone market with 26% shipping, followed by Samsung (20%).¹⁰

Through its Digital India campaign, the Government of India is aiming to create a trillion-dollar online economy by 2025. It has formed a new steering committee that will look after the development of a government-based e-commerce platform. The new committee, set up by the Commerce Ministry, will provide oversight on the policy for the Open Network for Digital Commerce (ONDC), which is an e-commerce platform that the government is backing for the development. The ONDC will serve as the infrastructure for setting up the final storefront, which will be similar to Flipkart and Amazon.

⁹ Retrieved from <https://www.bain.com/offices/india/>

¹⁰ Retrieved from <https://www.iamai.in/KnowledgeCentre>

III. LEGAL FRAMEWORK FOR REGULATION OF E-COMMERCE

(A) The Consumer Protection Act, 2019

This Act is enacted to provide for the protection of the interests of consumers. For this purpose, it establishes authorities for timely and effective administration. Further it provides for settlement of consumers' disputes and matters connected therewith or incidental thereto. This Act came into force on 9th August, 2019. It is applicable to all goods and services.

(B) Essential Definitions

Some of the definitions are provided hereinafter.

i. An advertisement means any audio or visual publicity, representation, endorsement or pronouncement. It could be made by means of light, sound, smoke, gas, print, electronic media, internet or website etc. Further it includes any notice, circular, label, wrapper, invoice or such other documents also.¹¹

ii. The complainant under S.2 (5) means a consumer; or any registered voluntary consumer association; or the Central Government or any State Government; or the Central Authority; or one or more consumers, or in case of death of a consumer, his legal heir or legal representative; or in case of a consumer being a minor, his parent or legal guardian.

iii. Under S.2 (6), complaint means any allegation in writing, made by a complainant for obtaining any relief provided by or under this Act. It may be relating to an unfair contract or unfair trade practice or a restrictive trade practice which is adopted by any trader or service provider. It also includes the purchaser of the goods bought by him or agreed to be bought by him suffer from one or more defects or hirer of the services availed of or agreed to be hired or availed of by him suffer from any deficiency. It is contravention of standards relating to safety of such goods or services or the services which are hazardous or likely to be hazardous to life and safety of the public when used.

iv. According to S.2 (7) consumer is and includes any person who- i) buys any goods for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any user of such goods other than the person who buys such goods for consideration paid or promised or partly paid or partly promised, or under any system of deferred payment, when such use is made with the approval of such person, but does not include a person who obtains such goods for resale or for any commercial purpose; or ii) hires or avails of any service for a consideration which has been paid or promised or partly

¹¹ The Consumer Protection Act, 2019, S. 2 (1)

paid and partly promised, or under any system of deferred payment and includes any beneficiary of such service other than the person who hires or avails of the services for consideration paid or promised, or partly paid and partly promised, or under any system of deferred payment, when such services are availed of with the approval of the first mentioned person, but does not include a person who avails of such service for any commercial purpose.

v. According to S. 2 (16), e-commerce is buying or selling of goods or services. It also includes digital products over digital or electronic network.

vi. Under S. (17) electronic service provider is a person who provides technologies or processes to enable a product seller to engage in advertising or selling goods or services to a consumer and includes any online market place or online auction sites etc.

vii. As per S. 2 (18) an endorsement, in relation to an advertisement, is (i) any message, verbal statement, demonstration; or (ii) depiction of the name, signature, likeness or other identifiable personal characteristics of an individual; or (iii) depiction of the name or seal of any institution or organization, which makes the consumer to believe that it reflects the opinion, finding or experience of the person making such endorsement.

viii. Under S. 2 (28) misleading advertisement, in relation to any product or service, is an advertisement, that (i) falsely describes such product or service; or (ii) gives a false guarantee to, or is likely to mislead the consumers as to the nature, substance, quantity or quality of such product or service; or (iii) conveys an express or implied representation which, if made by the manufacturer or seller or service provider thereof, would constitute an unfair trade practice; or (iv) Deliberately conceals important information;

ix. Section 2 (34) states that product liability is the responsibility of a product manufacturer or product seller, of any product or service, to compensate for any harm caused to a consumer by such defective product manufactured or sold or by deficiency in services relating thereto.

x. Section 2 (47) deals with unfair trade practice which means a trade practice which, for the purpose of promoting the sale, use or supply of any goods or for the provision of any service, adopts any unfair method or unfair or deceptive practice.

(C) Provisions as to Product Liability

Section 82 deals with the application to every claim for compensation under a product liability action by a complainant for any harm caused by a defective product manufactured by a product manufacturer or serviced by a product service provider or sold by a product seller.

Section 83 states that the product liability action may be brought by a complainant against a

product manufacturer or a product service provider or a product seller, or for any harm caused to him on account of a defective product.

Section 84 creates and imposes liability on a product manufacturer that he shall be liable in a product liability action, in case of a manufacturing defect; or defects in design; or deviation from manufacturing specifications; or the product does not conform to the express warranty; or the product fails to contain adequate instructions of correct usage to prevent any harm or any warning regarding improper or incorrect usage.

Sub-section 2 of Sec. 83 states that a product manufacturer shall be liable in a product liability action even if he proves that he was not negligent or fraudulent in making the express warranty of a product.

Section 85 provides that a product service provider shall be liable in a product liability action, if the service provided by him was faulty or imperfect or deficient or inadequate in quality, nature or manner of performance which is required to be provided by or under any law for the time being in force, or pursuant to any contract or otherwise; or if there was an act of omission or commission or negligence or conscious withholding any information which caused harm; or the service provider did not issue adequate instructions or warnings to prevent any harm; or the service did not conform to express warranty or the terms and conditions of the contract.

Section 86 provides that a product seller who is not a product manufacturer shall be liable in a product liability action, if he has exercised substantial control over the designing, testing, manufacturing, packaging or labeling of a product that caused harm; or he has altered or modified the product and such alteration or modification was the substantial factor in causing the harm; or he has made an express warranty of a product independent of any express warranty made by a manufacturer and such product failed to conform to the express warranty made by the product seller which caused the harm; or the product has been sold by him and the identity of product manufacturer of such product is not known, or if known, the service of notice or process or warrant cannot be effected on him or he is not subject to the law which is in force in India or the order, if any, passed or to be passed cannot be enforced against him; or he failed to exercise reasonable care in assembling, inspecting or maintaining such product or he did not pass on the warnings or instructions of the product manufacturer regarding the dangers involved or proper usage of the product while selling such product and such failure was the proximate cause of the harm.

Section 87 states that a product liability action cannot be brought against the product seller if, at the time of harm, the product was misused, altered, or modified. Further product

manufacturer shall not be liable for failure to instruct or warn about a danger which is obvious or commonly known to the user or consumer of such product or which, such user or consumer, ought to have known, taking into account the characteristics of such product.

(D) Regulatory Norms¹² for E-commerce

Ministry Of Consumer Affairs, Food and Public Distribution (Department Of Consumer Affairs) has issued Notification on 23rd July, 2020 i.e. the Consumer Protection (E-Commerce) Rules, 2020 (hereinafter Rules of 2020), for the purpose of regulation of e-commerce in India.

Rule 2 has defined the scope and applicability of Rules of 2020. As per this section, these rules are applicable to (a) all goods and services bought or sold over digital or electronic network including digital products; (b) all models of e-commerce, including marketplace and inventory models of e-commerce; (c) all e-commerce retail, including multi-channel single brand retailers and single brand retailers in single or multiple formats; and (d) all forms of unfair trade practices across all models of e-commerce. The proviso provided that these rules shall not apply to any activity of a natural person carried out in a personal capacity not being part of any professional or commercial activity undertaken on a regular or systematic basis.

1. Essential definitions under Rules of 2020

Rule 3 has defined certain important terms with respect to e-commerce.

- i.** E-commerce entity is referred to any person who owns, operates or manages digital or electronic facility or platform for electronic commerce, but does not include a seller offering his goods or services for sale on a marketplace e-commerce entity
- ii.** Grievance includes any complaints to an e-commerce entity regarding violations of the provisions of the Act and the rules made there under
- iii.** The term Information has the same meaning as to it clause (v) of sub-section (1) of section 2 of the Information Technology Act, 2000
- iv.** Inventory e-commerce entity covers an e-commerce entity which owns the inventory of goods or services and sells such goods or services directly to the consumers and shall include single brand retailers and multi-channel single brand retailers;
- v.** the marketplace e-commerce entity is an e-commerce entity that provides an information technology platform on a digital or electronic network to facilitate transactions between buyers

¹² Consumer Protection (E-Commerce) Rules, 2020

and sellers

vi. Platform is an online interface in the form of any software including a website or a part thereof and applications including mobile applications;

vii. Seller means the product seller as defined in clause (37) of section 2 of the Act and shall include any service provider

viii. User is referred to any person who accesses or avails any computer resource of an e-commerce entity.

2. Duties of e-commerce entities

Rule 4 has laid down the duties of e-commerce entities as follows

Clause (1) - An e-commerce entity shall: (a) be a company incorporated under the Companies Act, 1956 or the Companies Act, 2013 or a foreign company covered under clause (42) of section 2 of the Companies Act, 2013 or an office, branch or agency outside India owned or controlled by a person resident in India as provided in section 2 of the Foreign Exchange Management Act, 1999

Clause (2) - Every e-commerce entity is bound to provide the following information in a clear and accessible manner on its platform, displayed prominently to its users, i.e. i) legal name of the e-commerce entity; ii) Principal geographic address of its headquarters and all branches; iii) Name and details of its website; and iv) contact details like e-mail address, fax, landline and mobile numbers of customer care as well as of grievance officer.

Clause (3) - No e-commerce entity is allowed to adopt any unfair trade practice, whether in the course of business on its platform or otherwise.

Clause (4) - Every e-commerce entity is bound to establish an adequate grievance Redressal mechanism having regard to the number of grievances ordinarily received by such entity from India, and shall appoint a grievance officer for consumer grievance Redressal, and shall display the name, contact details, and designation of such officer on its platform.

Clause (5) - Every e-commerce entity has to ensure that the grievance officer referred to in sub-rule (4) acknowledges the receipt of any consumer complaint within forty-eight hours and redresses the complaint within one month from the date of receipt of the complaint.

Clause (6) - Where an e-commerce entity offers imported goods or services for sale, it has to mention the name and details of any importer from whom it has purchased such goods or services, or who may be a seller on its platform.

Clause (7) - Every e-commerce entity shall endeavor on a best effort basis to become a partner in the convergence process of the National Consumer Helpline of the Central Government.

Clause (8)- No e-commerce entity cannot impose cancellation charges on consumers cancelling after confirming purchase unless similar charges are also borne by the e-commerce entity, if they cancel the purchase order unilaterally for any reason.

Clause (9) - Every e-commerce entity is bound to record the consent of a consumer for the purchase of any good or service offered on its platform where such consent is expressed through an explicit and affirmative action, and no such entity shall record such consent automatically, including in the form of pre-ticked checkboxes.

Clause (10) - Every e-commerce entity has to make all payments towards accepted refund requests of the consumers as prescribed by the Reserve Bank of India or any other competent authority under any law for the time being in force, within a reasonable period of time, or as prescribed under applicable laws.

3. Liabilities of marketplace e-commerce entities

Rule 5 provides for liabilities of marketplace e-commerce entity as follows-

Clause (1) - A marketplace e-commerce entity which is seeking to avail the exemption from liability under sub-section (1) of section 79 of the Information Technology Act, 2000 (21 of 2000) shall comply with sub-sections (2) and (3) of that section, including the provisions of the Information Technology (Intermediary Guidelines) Rules, 2011.

Clause (2)- Every marketplace e-commerce entity has to ensure that sellers through an undertaking to ensure that descriptions, images, and other content pertaining to goods or services on their platform is accurate and corresponds directly with the appearance, nature, quality, purpose and other general features of such good or service.

Clause (3) - Every marketplace e-commerce entity shall provide the following information in a clear and accessible manner, displayed prominently to its users at the appropriate place on its platform

Clause (4) - Every marketplace e-commerce entity has to include in its terms and conditions generally governing its relationship with sellers on its platform, a description of any differentiated treatment which it gives or might give between goods or services or sellers of the same category.

Clause (5) - Every marketplace e-commerce entity has to take reasonable efforts to maintain a record of relevant information allowing for the identification of all sellers who have repeatedly

offered goods or services that have previously been removed or access to which has previously been disabled under the Copyright Act, 1957 (14 of 1957), the Trade Marks Act, 1999 or the Information Technology Act, 2000.

3. Duties of sellers on marketplace

Rule 6 provides for duties of sellers on e-marketplace, as follows-

Clause (1) No seller offering goods or services through a marketplace e-commerce entity can adopt any unfair trade practice whether in the course of the offer on the e-commerce entity's platform or otherwise

Clause (2) No such seller can falsely represent itself as a consumer and post reviews about goods or services or misrepresent the quality or the features of any goods or services.

Clause (3) No seller offering goods or services through a marketplace e-commerce entity can refuse to take back goods, or withdraw or discontinue services purchased or agreed to be purchased, or refuse to refund consideration, if paid, if such goods or services are defective, deficient or spurious, or if the goods or services are not of the characteristics or features as advertised or as agreed to, or if such goods or services are delivered late from the stated delivery schedule.

Clause (4) Any seller offering goods or services through a marketplace e-commerce entity has to take a prior written contract with the respective e-commerce entity in order to undertake or solicit such sale or offer; or appoint a grievance officer for consumer grievance Redressal and ensure that the grievance officer acknowledges the receipt of any consumer complaint within forty-eight hours and redresses the complaint within one month from the date of receipt of the complaint; or Ensure that the advertisements for marketing of goods or services are consistent with the actual characteristics, access and usage conditions of such goods or services or provide to the e-commerce entity its legal name, principal geographic address of its headquarters and all branches, the name and details of its website, its e-mail address, customer care contact details such as fax, landline, and mobile numbers.

Clause (5) Any seller offering goods or services through a marketplace e-commerce entity is bound to provide the following information to the e-commerce entity to be displayed on its platform or website- all contractual information; total price in single figure of any good or service, showing all the compulsory and voluntary charges such as delivery charges, postage and handling charges, conveyance charges and the applicable tax, as applicable; or all mandatory notices and information and the expiry date; or all relevant details about the goods and services offered for sale by the seller including country of origin which are necessary for

enabling the consumer to make an informed decision at the pre-purchase stage; or the name and contact numbers, and designation of the grievance officer for consumer grievance Redressal or for reporting any other matter; or name and details of importer, and guarantees related to the authenticity or genuineness of the imported products; or accurate information related to terms of exchange, returns, and refund including information related to costs of return shipping in a clear and accessible manner; or relevant details related to delivery and shipment of such goods or services; and any relevant guarantees or warranties applicable to such goods or services.

4. Duties and liabilities of inventory e-commerce entities:

Rule 7 provides duties and liabilities of inventory e-commerce entities as follows-

Clause (1) Every inventory e-commerce entity has to provide the information in a clear and accessible manner, displayed prominently to its users, relating to (a) accurate information related to return, refund, exchange, warranty and guarantee, delivery and shipment, cost of return shipping, mode of payments, grievance Redressal mechanism, and any other similar information which may be required by consumers to make informed decisions; (b) all mandatory notices and information required by applicable laws; (c) information on available payment methods, the security of those payment methods, the procedure to cancel regular payments under those methods, any fees or charges payable by users, charge back options, if any, and the contact information of the relevant payment service provider; (d) all contractual information required to be disclosed by law; (e) total price in single figure of any good or service along with the breakup price for the good or service, showing all the compulsory and voluntary charges, such as delivery charges, postage and handling charges, conveyance charges and the applicable tax; and (f) a ticket number for each complaint lodged, through which the consumer can track the status of their complaint.

Clause (2) No inventory e-commerce entity can falsely represent itself as a consumer and post reviews about goods and services or misrepresent the quality or the features of any goods or services.

Clause (3) every inventory e-commerce entity has to ensure that the advertisements for marketing of goods or services are consistent with the actual characteristics, access and usage conditions of such goods or services;

Clause (4) No inventory e-commerce entity can refuse to take back goods, or withdraw or discontinue services purchased or agreed to be purchased, or refuse to refund consideration, if paid, if such goods or services are defective, deficient spurious, or if the goods or services are

not of the characteristics or features as advertised or as agreed to, or if such goods or services are delivered late from the stated delivery schedule.

Clause (5) Any inventory e-commerce entity which explicitly or implicitly vouches for the authenticity of the goods or services sold by it, or guarantees that such goods or services are authentic, shall bear appropriate liability in any action related to the authenticity of such good or service.

IV. INSTITUTIONAL MECHANISM FOR REGULATION AND REDRESSAL

As per Section 3, Central Government has to establish the Central Consumer Protection Council to be known as the Central Council.

As per Section 6, Every State Government shall establish a State Consumer Protection Council for such State to be known as the State Council.

As per Section 8, State Government shall, establish a District Consumer Protection Council to be known as the District Council.

As per Section 10, Central Government shall establish a Central Consumer Protection Authority to be known as the Central Authority to regulate matters relating to violation of rights of consumers, unfair trade practices and false or misleading advertisements which are prejudicial to the interests of public and consumers and to promote, protect and enforce the rights of consumers as a class.

According to Section 28, State Government shall, establish a District Consumer Disputes Redressal Commission, to be known as the District Commission, in each district of the State.

According to Section 34, the District Commission shall have jurisdiction to entertain complaints where the value of the goods or services paid as consideration does not exceed one crore rupees.

According to Section 42, The State Government shall establish a State Consumer Disputes Redressal Commission to be known as the State Commission, in the State.

According to Section 47, the State Commission shall have jurisdiction- (a) to entertain complaints where the value of the goods or services paid as consideration, exceeds rupees one crore, but does not exceed rupees ten crore or complaints against unfair contracts, where the value of goods or services paid as consideration does not exceed ten crore rupees; or appeals against the orders of any District Commission within the State; and (b) to call for the records and pass appropriate orders in any consumer dispute which is pending before or has been decided by any District Commission within the State.

According to Section 53, Central Government has to establish a National Consumer Disputes Redressal Commission, to be known as the National Commission.

According to Section 58, the National Commission shall have jurisdiction- (a) to entertain complaints where the value of the goods or services paid as consideration exceeds rupees ten crore or complaints against unfair contracts, where the value of goods or services paid as consideration exceeds ten crore rupees; or appeals against the orders of any State Commission; (iv) appeals against the orders of the Central Authority; and (b) to call for the records and pass appropriate orders in any consumer dispute which is pending before or has been decided by any State Commission where it appears to the National Commission that such State Commission has exercised a jurisdiction not vested in it by law, or has failed to exercise a jurisdiction so vested, or has acted in the exercise of its jurisdiction illegally or with material irregularity.

V. CONCLUSIONS

The Act of 2019 is one of the comprehensive statutes that deals and meet with the demands of the day in the field of consumerism. It has covered almost all the gray areas of the Act of 1986.¹³ There is need of strengthening of effective execution of this law. The law also has given a way to statutory mediation in consumer disputes. However, the Act of 2019 has not provided for the expedition of the consumer disputes. Neither it has provided any time frame for final disposal of consumer cases nor it created any burden on institutions such as councils, commissions so as to disposal of consumer disputes within a time frame. Hence, number of disputes will reach to the redressal commissions but no speedy and effective relief is possible in this fast way of life.

¹³ The Consumer Protection Act, 1986