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# **CONSUMER PROTECTION IN THE AGE OF E-COMMERCE**

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## **ABSTRACT**

<sup>1</sup>The 2019 Act varies from the 1986 in multiple ways viz., widening the scope by dealing with 3 more unfair trade practices, E-commerce, Product liability, Unfair Contracts ; by introducing a new regulatory body named Central Consumer Protection Authority and by making the already existing penalties more stricter.

<sup>2</sup>The phenomenon of E- Commerce started ruling global business environment. The citizens are popularly referred as netizens, the retailers now called e- tailors; the consumer became e- buyer. Buying and selling online defined as e- commerce which poses greater challenges to the very idea of conventional marketing as well as consumer protection. India, being one of the largest markets in the world having lower literacy rate at the same time at the peak of e- commerce needs appropriate legal mechanism to handle the ever-growing challenges. The ever-growing challenges of e- commerce demands appropriate legislative tools to cope up with the business environment. The critical examination of the COPRA, 1986, the consumer protection bill, 2015, Consumer Protection Act, 2019 And Consumer Protection (E-Commerce) Rules, 2020 i.e., the Consumer Protection Act, 2019 and Consumer Protection (E-commerce) Rules, 2020.

<sup>3</sup>The new regulations are arguably strong enough to protect and safeguard online consumers' rights and boost India's e-commerce growth. Besides factors such as security, privacy, warranty, customer service, and website information, laws governing consumer rights protection in e-commerce influence customers' trust. Growing e-commerce looks promising with a robust legal framework and consumer protection measures.

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<sup>1</sup> <https://www.atlantis-press.com/article/125956181.pdf>

<sup>2</sup> [https://www.researchgate.net/publication/346681262\\_Consumer\\_Protection\\_in\\_the\\_Age\\_of\\_Electronic\\_Commerce\\_DR\\_VEERAMANI\\_S](https://www.researchgate.net/publication/346681262_Consumer_Protection_in_the_Age_of_Electronic_Commerce_DR_VEERAMANI_S)

<sup>3</sup> [ink.springer.com/content/pdf/10.1007/s10551-021-04884-3.pdf](https://ink.springer.com/content/pdf/10.1007/s10551-021-04884-3.pdf)

**KEYWORDS:** E-Commerce, Consumer Protection,

## INTRODUCTION:

As Mahatma Gandhi once said, "The customer is the most important visitor in our premises. He is not dependent on us. We are dependent on him. A Consumer is the most important visitor on our premises. He is not dependent on us we are on him. He is not an interruption to our work; he is the purpose of it. —We are not doing a favor to a consumer by giving him an opportunity. He is doing us a favor by giving an opportunity to serve him."

provides a dynamic and collaborative platform to business and consumers. This has resulted in increased competition and lower prices. Consumers get to choose from a whole range of good and services across the world, from anywhere and at any time. Businesses are constantly innovating new technologies in order to adapt to new and evolving challenges in the area of e-commerce. One of the main drivers underlying ecommerce growth is the rise in number of individuals using the Information and Communication Technology (ICT) as a platform to trade.

<sup>4</sup>. The development of electronic commerce poses a number of legal and consumer challenges. In India, we are seeing a convergence of new technologies and the deregulation of the financial sector. At a time of great change consumers need to be protected, and the law is struggling to keep up.

## PROVISION UNDER INDIAN CONSTITUTION

<sup>5</sup> Article 14 of the constitution implies equality before the law and equal protection of laws. This results in manufacturers, producers, traders, sellers and consumers having an equal position before the law.

Article 39 has two clauses, (b) and (c), according to which the state is bound to direct its policy to ensure the distribution of the ownership of the material resources of the society. This distribution should be done to serve the common good.

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<sup>4</sup> <http://www.legalservicesindia.com/article/1573/Consumer-Protection-in-the-age-of-E-Commerce.htm>

<sup>5</sup> <https://lawtimesjournal.in/the-history-of-consumer-protection/>

According to Article 43, the state must strive to develop an economic organization or to make legislation in order to secure a decent standard of life to all the workers. These workers are the ones who constitute the bulk of the consumers.

The Indian Constitution, Articles 38, 39, 42, 43, 46 & 47; stipulates that the state must make every effort to maintain public order in order to enhance the well-being of society, and also guide your book accordingly. Welfare does not mean the concentration of wealth and means of production on the common good, does not guarantee fair and humane working conditions, and does not contribute to motherhood; It should strive to create an economic organization or develop appropriate legislation to ensure an adequate standard of living for all workers, who constitute the majority of consumers, and it should promote the educational interests and economies of registered tribes, registered voters and other sectors.

## **CONSUMER PROTECTION: LEGISLATIVE FRAME WORK**

### **DEFINITION OF CONSUMER: -**

<sup>6</sup>According to Sec.2 (1) (d) of COPRA **consumer** means 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 services 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 beneficiary of such services 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 services for any commercial purposes;

According to Oxford university dictionary —the term consumerism 'had been first used in the year 1915 and referred to —advocacy of the rights and interests of consumers 'defined in Oxford

English Dictionary but here in this article the term \_consumerism ‘means the sense was first used in 1960, \_emphasis on or preoccupation with the acquisition of consumer goods.

Is this definition applicable in the era of electronic commerce is major query; UNGA guidelines in digital era raise —whether physical goods which are sold online or what is called digital goods sold online or through a cart can be brought under the purview of the Consumer Protection Act, 1986, India? And also, how the pecuniary jurisdiction (state defined) is defined in cyber space/online selling and how the personal jurisdiction (person) of the consumer determined while operating online demands new or modification of definition. The goods (tangible/ intangible) for an example have different meaning when come to taxation authority and another meaning in consumer protection. The digital marketing/ service industries shapes new meanings of who is consumer, because there is ambiguous situation where consumer online is not just buyer alone for just consumption but also use the same platform to sell for the purpose of making profit; The models such as B to B, B to C and C to C can be analysed for an example. The United Nations‘ General Assembly (UNGA)<sup>6</sup> in the year 1985 authorised the secretary general of UN to pursued member nations (particularly developing countries) to enact consumer laws by following the policy frame work as given below;

- i. Physical safety;
- ii. Promotion and protection of consumers‘ economic interests;
- iii. Standards for the safety and quality of consumer goods and services;
- iv. Distribution facilities for essential consumer goods and services;
- v. Measures enabling consumers to obtain redressed;
- vi. Measures relating to specific areas (food, water, and Pharmaceuticals);
- vii. Consumer education and information programme.

India being founding member of United Nations (UN) had inducted the UNGA guidelines on consumer rights in to the Indian COPRA (Consumer Protection Act), 1986; To quote; -

- Right to Safety: The right to be protected from all kind of hazardous goods and services
- Right to be informed: The right to be fully informed about the performance and quality of all goods and services

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<sup>6</sup> [https://www.researchgate.net/publication/346681262\\_Consumer\\_Protection\\_in\\_the\\_Age\\_of\\_Electronic\\_Commerce\\_DR\\_VEERAMANI\\_S](https://www.researchgate.net/publication/346681262_Consumer_Protection_in_the_Age_of_Electronic_Commerce_DR_VEERAMANI_S)

- Right to Choose: The right to free choice of goods and services
- Right to be heard: The right to be heard in all decision-making processes related to consumer interests
- Right to Redressal: The right to seek redressal, whenever consumer rights have been infringed
- Right to Education: The right to complete consumer education

There is need to test whether COPRA crafted with the aid of the constitution of India in part –III fundamental rights (Article 14- 19) as to understand whether the legislative mechanisms are preventive/punitive in nature or compensatory when come to exploitation of consumers.

The Constitution of India in Article 46 of the Indian constitution provides that state shall endeavor to protect the economic interest of the weaker section of its population and also protect them from social injustice and all forms of exploitation which means all kinds of harassments and frauds in the market place. This also includes people should be entitled to unadulterated stuff injurious to public health and safety. This principle amply reflects the inclusion of the philosophy of the concept of consumerism in article 47 of the Indian Constitution.

## **CONSUMER PROTECTION ACT OF 1986 AND THE EVOLUTION OF A NEW LEGAL CULTURE CONSUMER PROTECTION ACT OF 2019:**

### **CONSUMER PROTECTION ACT OF 1986**

<sup>7</sup>.The Indian legal system experienced a revolution with the enactment of the Consumer Protection Act of 1986 [—CPA], which was specifically designed to protect consumer interests. The CPA was passed with avowed objectives. It is intended to provide justice which is —less formal, [and involves] less paper work, less delay and less [expense]ll. The CPA has received wide recognition in India as poor man ‘s legislation, ensuring easy access to justice. However, the CPA simply gives a new dimension to rights that have been recognized and protected since the ancient period. It is rightly said that —the present-day concern for consumer rights. is not new and that consumer ‘s rights like the right to have safe, un-adulterated and defect-free commodities at appropriate prices has been recognized since ancient times.

The Indian government is also taking an active interest in protecting consumer rights and promoting effective consumer movements. In 2003, the Planning Commission of India identified —Consumer Awareness, Redressal, and Enforcement of the Consumer Protection Act of 1986<sup>8</sup> as a priority, and as a result, a national action plan was prepared.

<sup>8</sup>In order to counter these issues, the Government has been introducing a series of provisions for providing protection to consumers such as the Indian Contract Act 1872, Sale of Goods Act 1930, Standards of Weight and Measures Act 1976, etc. These measures provided some relief to the consumer but there was scope for further reform to address adulterated and sub-standard goods. This is what the Consumer Protection Act of 1986 sought to resolve. While it was successful in addressing critical issues, it still had some drawbacks as well:

- Lack of provisions related to online transactions or teleshopping
- Many varieties of deceptive or unfair practices were not added in this Act
- Lack of provision related to product liability
- Lack of provisions related to unfair contracts
- Lack of provisions for e-commerce websites
- No provision for an Alternative Dispute Redressal Mechanism

#### **7. CONSUMER PROTECTION ACT, 2019**

The Consumer Protection Act, 1986 is repealed after three decades and replaced by the Consumer Protection Act, 2019. The Consumer Protection Act, 2019 has been enacted with a view to widen the scope of consumer rights and cover the field of e-commerce, direct selling, tele-shopping and other multi levels of marketing in the age of digitization.

- Consumer Protection Act, 2019 is a law to protect the interests of the consumers. This Act provides safety to consumers regarding defective products, dissatisfactory services, and unfair trade practices.
- The basic aim of the Consumer Protection Act, 2019 is to save the rights of the consumers by establishing authorities for timely and effective administration and settlement of consumers' disputes.

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<sup>7</sup> [http://www.jtexconsumerlaw.com/V11N3/JCCL\\_India.pdf](http://www.jtexconsumerlaw.com/V11N3/JCCL_India.pdf)

<sup>8</sup>The Consumer Protection Act of 2019 was an improvement over the 1986 version of the same.

Some key improvements that were introduced were:

- Streamlining all methods of exchanges related to merchandise purchase and enterprise transactions
- The 1986 version of the Consumer Rights Act only had six types of unfair/deceptive trade practices. Three new practices were added in this section in the Consumer Protection Act of 2019.
- The concept of product liability was also introduced
- The provision of Unfair Contract 'was also introduced—defined as a contract that can cause a change in the rights of a consumer
- New provision for direct selling and e-commerce, which also elaborates basic consumer rights
- Mandates that mediation cells should be attached to State, District and National level commissions
- Creation of the Central Consumer Protection Authority to promote, protect and enforce the rights of consumers.

### **CONSUMERS BENEFIT FROM CONSUMER PROTECTION ACT, 2019**

The Consumer Protection Act, 2019 is a significant piece of legislation brought as it is beneficial for the consumers. The Act widens the scope of protection regarding the rights and interests of consumers.

1. **Unfair contracts:** The Act introduced unfair contract' under Section 2(46) of the Act, which includes contracts requiring excessive security deposits to be given by the consumer for the performance of contractual obligations. However, the inclusion of unfair contracts in the Act would enable the consumer to file complaints in such cases and would also keep the fraudulent businesses in check.
2. **Territorial jurisdiction:** The Act enables the consumers to file complaints where the complainant resides or personally works for gain thus it would benefit the consumers in seeking redressal for their grievances when their rights have been violated.
3. **False and misleading advertisements:** The Act defines the term false and misleading

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<sup>8</sup> [https://amritmahotsav.nic.in/blogdetail.htm?84#:~:text=The%20Consumer%20Protection%20Act%20\(CPA,the%20settlement%20of%20these%20disputes](https://amritmahotsav.nic.in/blogdetail.htm?84#:~:text=The%20Consumer%20Protection%20Act%20(CPA,the%20settlement%20of%20these%20disputes)

advertisements 'and also lays down strict penalties for such acts or omissions.

4. **Product liability:** The term 'product liability' has been defined by this Act, which states that it is the duty of the product manufacturer, service provider or seller to compensate for any harm caused to a consumer by such defective product manufactured or service provided to the consumer.
5. **Mediation and alternative dispute resolution:** The Act enables the consumer to opt for mediation and alternative dispute resolution mechanisms for speedy and effective settlement of consumer disputes.
6. **E-filing of complaints:** The Act also facilitates e-filing of the complaints and seeking video conference hearings by the Commission. Thus, providing convenient means for the consumers to voice their grievances.

## <sup>9</sup>E-COMMERCE:

Electronic commerce or ecommerce is a term for any type of business, or commercial transaction that involves the transfer of information across the Internet. It covers a range of different types of businesses, from consumer based retail sites, through auction or music sites, to business exchanges trading goods and services between corporations. It is currently one of the most important aspects of the Internet to emerge. E-Commerce allows consumers to electronically exchange goods and services with no barriers of time or distance. Electronic commerce has expanded rapidly over the past five years and is predicted to continue at this rate, or even accelerate. In the near future the boundaries between "conventional" and "electronic" commerce will become increasingly blurred as more and more businesses move sections of their operations onto the Internet.

Basically there is three types of E-Commerce are exists. They are:-

1. B2B (business to business)
2. B2C (business to consumer)
3. C2C (consumer to consumer)

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<sup>9</sup> <http://www.legalservicesindia.com/article/1573/Consumer-Protection-in-the-age-of-E-Commerce.html>

## WHETHER E-COMMERCE HAS INSURED THE RIGHTS OF CONSUMERS

Technology is facilitating the creation of new approaches to service delivery and permitting the introduction of new electronic products. For example, a number of major Canadian financial institutions are now offering financial products and services through the Internet. In many cases, their competitors are scrambling to catch up. Some financial institutions view the Internet as an alternative product delivery channel. For others, including the new Citizens Bank of Canada, a subsidiary of Vancouver Savings Credit Union and ING Direct, the trust company subsidiary of ING Bank (Netherlands), the Internet is a primary delivery channel. No proprietary software or private communication network is necessary. Customers can use industry standard Web browser software and must arrange their own access to the Internet through an Internet service provider.

The conduct of financial transactions through the Internet is not likely to displace other more traditional channels anytime soon. However, financial institutions appear to be drawn by two factors. The first is the lower transaction costs associated with transactions conducted electronically as opposed to their branch networks. The second attraction is the demographics of customers who are interested in using the Internet to access financial services. One American study projected that with respect to the banking industry, each Internet customer is likely to be 50-250% more profitable than the average banking customer. Some financial institutions have also begun experimenting with the use of electronic contracts formed through "click-through" or "Web-wrap" agreements. For instance, First Union, a US bank, offers an on-line application for a home equity loan. Part of the application procedure includes a notification of certain terms and conditions. To complete the process, applicants must click on a button marked "I understand and accept the above terms and conditions". A similar procedure is used by Bank of Montreal to process on-line applications for MasterCard products.

The use of such on-line contracts requires consideration of the extent to which such conduct by an applicant can legally constitute "acceptance" and of various writing and signature requirements applicable to certain types of transactions.

Consumer Issues: - Major consumer issues raised by Internet transaction systems include: Ø  
Security  
Ø Privacy  
Ø Terms and Conditions Ø Access  
Ø Dispute Resolution Ø Fees and Charges Ø Fraud

Ø Jurisdiction issue is most important issue in E-commerce. |

## **OECD GUIDELINES FOR CONSUMER PROTECTION IN THE CONTEXT OF ELECTRONIC COMMERCE**

Regulation of this area in the U.S. should be governed by the OCED Guidelines on Consumer Protection which were released in 1999. These Guidelines are predicated on the basis that consumers should not be offered any less protection when participating in electronic commerce than they are in other forms of commerce. The main protections which the Guidelines propose include;

- A. Fair Business, Advertising and Marketing Practices
- B. Sufficient disclosure of relevant information
- C. A clear and unambiguous confirmation process
- D. Proper means of redress in the case of cross border disputes and clarification of applicable jurisdiction.
- E. A secure method of payment, minimizing the risk of financial loss.
- F. A reliable system of international Alternative Dispute Resolution to provide a workable alternative to litigation, which may be costly and disproportionate in the case of long distance transactions

### **10. E-COMMERCE AND THE CONSUMER PROTECTION:**

Electronic commerce refers to the sale of various products and services using a computer network, such as the internet. As a result, it mostly deals with business transactions that take place through the internet. The e-commerce platform enables consumers to buy and sell goods and services without regard for time or geography. E-commerce is more than just using networked technologies to do business. It entails changing work methods, reengineering business processes, and interacting with business partners beyond traditional boundaries to move organisations to a fully electronic environment. E-commerce has ushered in a sea change in the way businesses are done. From paper-based transactions to totally computerised organisations, there is a paradigm change underway. The key to the new paradigm of globalisation of organisations and markets is networking and communicating over networks. Information and communication technology (ICT) has ushered in a new era of manufacturing. The Internet has facilitated market globalisation

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<sup>10</sup> file:///C:/Users/DELL/Downloads/9944-Article%20Text-19478-1-10-20210908%20(1).pdf

in a smooth manner. Electronic commerce has grown at a remarkable pace over the last five years, and this trend is expected to continue, if not accelerate. As more businesses shift parts of their operations onto the Internet, the lines between "traditional" and "electronic" trade will become increasingly blurred in the near future.

Consumers are becoming more vulnerable to new types of unfair commercial practises as ecommerce grows. Because the transactions are conducted over the internet, the consumer is able to inspect the goods and its quality. There have been cases where customers have received products that were not what they had ordered. The delivery of goods and the return of products if they do not match the one presented, as well as misleading ads, are some of the challenges in internet commerce, particularly in online shopping. As a result, it is past time to safeguard consumers' interests against technological threats. A person who buys things or receives services in any manner, including electronic mode, teleshopping, direct marketing, or multilevel marketing, is now considered a consumer under the new definition. As a result, anyone who buys a product or uses or hires services online falls under the definition of a consumer.

The Ministry of Consumer Affairs, Food & Public Distribution of the Government of India has notified the (New) Consumer Protection Act, 2019 (\_Act') and the Consumer Protection (E-Commerce) Rules, 2020 (\_Rules') to increase consumer protection on e-commerce and direct market area. On July 20, 2020, and July 24, 2020, respectively, these legislative modifications took effect. The Rules, in particular, require e-commerce businesses to give all product and seller information, as well as the establishment of a grievance officer to handle consumer complaints and the acknowledgement of customer complaints within 48 hours. In addition to clear provisions that empower consumers, the Act and Rules give enforcement authorities the authority to act quickly and effectively.

## CASE LAW:

### <sup>11</sup> 1. Prachi Mathur vs M/S Tdi Infrastructure Ltd. on 5 October, 2020

In the of the legal position, in Civil Appeal No.4307 of 2007, the findings of the National Commission are set aside as far as it has held that the State Commission can review its own orders. After the amendment in Section 22 and introduction of Section 22A in the Act in the year 2002 by

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<sup>11</sup> Veena Khanna v. Ansal Properties & Industries Ltd, NCDRC (2007)

which the power of review or recall has vested with the National Commission only. However, we agree with the findings of the National Commission holding that the Complaint No.473 of 1999 be restored to its original number for hearing in accordance with law."

From the perusal of the aforesaid judgment, it is clear, that the Consumer Protection Act, 1986, did not vest the State Commission with the power to review its own orders.

On the contrary, the new Consumer Protection Act, 2019 has empowered this Commission to review its own orders under Section 50.

### **1. Horlicks Ltd. v. Zydus Wellness Products Ltd. (2020)**

In this case, both parties are manufacturers of nutritional drinks, however, Zydus advertised a television commercial trivialising the products of Horlicks Ltd. The commercial was being telecasted in various languages including English, Tamil and Bengali. Therefore, the Delhi High Court relied on various judgments on misleading advertisements, disparagement and law governing the publication of advertisements on television and held that the advertisement is disparaging as it does not provide any concrete proof regarding the quality of the product.

Further, electronic media leaves an impression on the minds of the viewers thus, these types of advertisements would not only be detrimental to the consumers but also the complainant would suffer irreparable damage.

A famous judgement relied on by Delhi High Court while deciding this case is **Pepsi Co. Inc. v. Hindustan Coca Cola Ltd., 2003** where the Delhi High Court held that there are certain important factors that are to be kept in mind in case of disparagement which are; manner of the commercial, intent of the commercial and storyline of the commercial.

In this case, the complainant offered to purchase a flat from the respondent which the respondent agreed to deliver on 1.6.1999 through a letter. However, the flat was not constructed within the specified date and hence it was not delivered. For such deficiency in services, the complainant demanded the refund of the deposited amount with interest at the rate of 18% pa which was refused by the opposite party.

The National Commission observed that due to delays in construction and delivery of possession it is quite difficult for a consumer to purchase a flat at market price. The National Commission stated that it is the duty of the State Commission to direct the builders to deliver the possession of the flat as soon as it is completed and the complainant should be awarded suitable compensation for the delay in construction. The complainant just claimed the refund amount before the State Commission, but the case was pending before the commission for five years and during that time there was a tremendous rise in the market prices of the immovable property. The National Commission further stated that it was the duty of the State Commission to direct the respondents to deliver the possession of the flat or any other flat of equivalent size to the complainant with appropriate compensation, due to the delay in delivering the possession within the specified time. Or, adequate compensation ought to have been provided to the complainant so that they could purchase a new flat of the same size at the prevailing market rate in that same locality.

<sup>12</sup>**4. Sapient Corporation Employees vs Hdfc Bank Ltd. & Ors. on 1 November 2012** The Apex court on 2nd November, 2020 dismissed the appeal of Imperia structures limited Vs Anil Patni & Another against order passed by the National Consumer Dispute Resolution Council when the jurisdiction of NCDRC to entertain the complaint in view of the registration under the Real Estate Regulation Act (RERA) was subject matter of challenge. The Apex Court held that it has constantly been held that the remedies available under the provisions of the Consumer Protection Act are additional remedies over and beyond those made available so under special statutes; and that the availability of a substitute remedy is no bar to entertaining a complaint under the Consumer Protection Act. This decision will be useful in all cases where builders do not provide flats, and it is recommended to file a complaint with the consumer forum in addition to Real Estate Regulation Act (RERA).

<sup>13</sup>5. Springs Meadows Hospital Vs. Harjol Ahluwalia 1998(2) SCALE 456 (SC)

The case decision was given by NCDRC (National Consumer Disputes Redressal Commission) first; which was then challenged in the Hon'ble Supreme Court with a question of law consists; whether the case comes under the Consumer Protection Act, 1986; and whether both the Petitioner comes under the definition of Consumer in Consumer Protec. The case involved medical

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<sup>12</sup> <https://blog.ipleaders.in/consumer-protection-act-2019-2/>

<sup>13</sup> <https://www.ilms.academy/blog/10-landmark-judgement-on-deficiency-of-service-under-new-consumer-act>

negligence. The question here is whether or not a medical negligence case will fall under the purview of the Consumer Protection Act of 1986.

The National Consumer Disputes Redressal Commission held that since the resident doctor and nurse were employees of the appellant hospital; the latter was Liable and awarded compensation of Rs. 12.51 Lakh to the child and of Rs.5 lakh to the parents for acute mental agony. The Supreme Court dismissed the appeal with costs of Rs. 5,000.

## **CONCLUSION**

One of the major achievements of the 2019 Act is its emphasis on the amicable settlement of disputes through mediation, which helps in speedy and effective disposal of cases. This would ensure that the law keeps in pace with the ever-growing changes in the contemporary society and result in a better protection of the rights of consumers and ensuring timely justice.

The Consumer Protection Act, 2019 is a modified piece of legislation that offers the consumers a great variety of benefits and rights to protect them from unfair trade practices, false or misleading advertisements, etc. The Act enables the consumers to seek alternative dispute resolution mechanisms and mediation so that the parties can opt for speedy and effective settlement of consumer disputes. The scope of e-filing of complaints and e-consumers in the Act portrays forward-thinking in part of the legislature. Furthermore, the Act also introduced new terms such as product liability, unfair contracts, etc. thereby widening the scope of protection of consumer rights and enabling the consumers to file complaints when their rights have been violated under the Act.

Thus, the inclusion of the provisions in this fills up the lacunae in the Consumer Protection Act, 1986. The enactment of the Act was paramount and it changed the ambit of protecting the rights of consumers in the country.

The CP Act 2019 has been crafted with the view to cater all varieties of consumer be it online, teleshopping or offline; suitable measures have been built in to reduce misleading advertisement. The Act caters to the needs of the online consumers and provides a speedier dispute mechanism for grievance redressal and also provides an innovative method of resolving disputes by way of mediation.

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