

**BEFORE THE HON'BLE DISTRICT CONSUMER DISPUTES
REDRESSAL COMMISSION, GONDIA**

Complaint No. : CC/117/2020

Date of filing: 12.10.2020

Date of Order: 30.06.2022

Complainant:

Tribhuvan s/o Lalchand Bhongade,
A/a 27 years, Occu.: Daily Wage Worker,
R/o. At Umari, Post Sarandi,
Tah. Tirora, Distt. Gondia,
Maharashtra – 441 911.

-// **Versus** //-

Opposite Party:

1. Facebook India Online Services Pvt. Ltd.,
Through Director,
Registered Address – Unit Nos. 1203 and 1204,
Level 12, Building No. 20, Raheja Mindspace,
Cyberabad, Madhapur, Hitech City,
Hyderabad TG – 500081 In.
2. Meta Platforms, Ind.,
("Meta", formerly known as Facebook, Inc.)
Through Chief Executive Officer,
Address – 1 Hacker Way, Menlo Park,
California 94025, United States.

Quorum :-

Shri. Bhaskar B. Yogi, Hon'ble President
Ku. Sarita B. Raipure, Hon'ble Member

Present :-

Mr. Sagar J. Chavhan, Adv. for Complainant
Mr. M. B. Ramteke, Adv. for O. P. 1 & 2

-// ORDER/JUDGEMENT //-
(Passed on dated 30th June, 2022)

Per Shri Bhaskar B. Yogi – Hon’ble President.

1. “Nothing in this world is free... just remember ever thing comes with a price.” The present Consumer complaint is filed under section 35 of the CPA 2019 against the e-commerce entity website company for misleading advertising and unscrupulous exploitation of consumers. Complainant seeks refund of his purchase amount Rs. 599/- & Rs. 6969/- and directions under section 39 (1)(d),(g), & (l) of CPA 2019. The consumer complaint is unique and seeking directions to the opposite parties to discontinue the unfair trade practice or restrictive trade practice and not to repeat misleading advertisement and to neutralize the effect of such misleading advertisement. The complaint is not in nature of class action petition.

Brief facts of the complaint are as under:-

2. The Complainant is a daily wage earner by occupation, and due to outbreak of Covid-19 pandemic, currently he is unemployed person. The Complainant comes from Below Poverty Line Family (BPL) and he has a savings account in Bank of Maharashtra at Tirora Branch and his Account Number is 60307613593,

3. The opposite party no. 2 is an International Company, and opposite party no. 1 is subsidiary company of opposite party no.2 carrying their business in India. Both of them operate a social networking website "Facebook" registered by the URL www.facebook.com, which allows people to communicate with their family, friends, and co-workers. Both the opposite parties earn most of its revenue/income from advertisements on the Facebook. With over 2.7 billion monthly active users as of the second quarter of 2020, Facebook

is the biggest social network worldwide. Opposite party no. 2 also owns WhatsApp and Instagram.

4. The complainant is also a facebook user. On 16/09/2020 around 9.30 am he noticed on his Facebook-wall the advertisement of Marya Studio. The advertisement offered shoes of Nike Company for Rs. 599/- (Five Hundred Ninety Nine only). As the Facebook has run said Advertisement of Marya Studio, the Complainant did not doubt its authenticity, and immediately placed the order for shoes and paid Rs. 599/- (Five Hundred Ninety Nine only) through his debit card of Bank of Maharashtra (Debit Card No 6522290057663828). The Complainant received the text message that order has been placed and Rs. 599/- has been deducted from his bank account.

5. The Complainant waited for a long time but he did not receive any text or call from the Marya Studio of shipping the shoes booked by him, so on 25/09/2020 around 8:00-9:00 am he visited the Facebook page of Marya Studio. (Marya Studio Facebook Id 115853190243611). On Facebook page of Marya Studio the Complainant noticed URL <https://maryastudio.com/>, so he visited it and searched for customer care number but all attempts were futile, as it does not contain customer care number.

6. As the website of Marya Studio does not contain customer care number, the Complainant googled Marya Studio customer care number and in result he came to the website www.consumersathi.com which shows 4-5 Marya Studio Customer Care Numbers, out of which the Complainant called on 9883190397, at that time one person received the call and introduced himself as Marya Studio Customer Care executive. The complainant narrated all the facts to the person on the call who claimed to be Marya Studio Customer Care executive and that person offered to the complainant to refund Rs. 599/- and sent one link to the

Complainant through the number 8391092056, and asked him to fill debit card details in that link, and further asked him to download **AnyDesk App**, as the Complainant feels that he will get refund, he filled all the details and send back the link as well as downloaded AnyDesk App also, then that person on the call asked for 9 digit number from AnyDesk app, Complainant provided that also. Soon the Complainant received one OTP, and the person on the call who claimed to be Marya Studio Customer Care executive, asked for that OTP on the pretext of verifying authenticity of the Customer, so the Complainant provided that also. Soon Rs. 4949/- (Four Thousand Forty Nine Only) and thereafter Rs. 2020/- (Two Thousand Twenty only) were deducted from the bank account of the Complainant. In this manner the Complainant has been duped for Rs. 7568/- (Seven Thousand Five Hundred Sixty Eight only) in total. (599+4949+2020 = 7568).

7. It is the case of complainant that thereafter on 04/10/2020 the fraud committed with the Complainant was reported to the Facebook through the Twitter as well as email was sent to Facebook, but the Facebook never responded. So on 07/10/2020 the Complainant sent mail to the opposite party as well as through twitter asked Facebook to refund Rs. 7568/- and pay some compensation within 3 days, but still the Facebook has not responded, therefore the Complainant is constrained to file this Complaint before the District Commission.

8. It is further case of complainant that it seems the Facebook in connivance with other people is running the scam and duping the public at large. The Facebook voluntarily and intentionally runs a false, frivolous, misleading and fraudulent advertisement and causes loss to the public at large. There are many fake pages on Facebook, for which the Facebook runs a false, frivolous, misleading and fraudulent

advertisement i.e. advertisement for Marya Studio, Yaryastudio, Crunchkart, G9fashionnn etc.

9. It is the case of complainant that many people have been duped all over India through such false, frivolous, misleading, fraudulent Advertisements of the Facebook, which includes Jitendra Meena from Rajasthan State, Jigar Bhanushali from Mumbai, a lady from Bangalore, and many more

10. As the Complainant is unemployed he has suffered a lot due to the loss of Rs. 7568/-, he has no money to buy groceries and vegetables, he and his family members are suffering from starvation. It has caused great mental and physical pain to the Complainant and his family members.

11. The complaint is being filed within the period of limitation having territorial jurisdiction to adjudicate upon the complaint since the complainant resides within territorial jurisdiction of the Commission and also this Hon'ble Commission has the pecuniary jurisdiction to adjudicate upon the complaint since the value of relief and the compensation claimed is Rs. 1,27,568/- only and lastly he prayed for directions against opposite parties as :-

- A. To refund Rs. 7568/- (Seven Thousand Five Hundred Sixty Eight only) to the complainant as the loss suffered by him.
- B. To pay compensation to the complainant to the tune of Rs.1,00,000 (one lakh only) for the mental harassment/stress/agonny caused to the complainant. Grant punitive damages to the complainant.
- C. To discontinue the unfair trade practice and not to repeat it.
- D. To issue corrective advertisement to neutralize the effect of misleading advertisement at the cost of the opposite party responsible for issuing such misleading advertisement.

- E. To cease and desist from issuing misleading advertisement.
- F. To pay the cost of legal expenses, i.e. Rs. 20,000/- (Twenty Thousand Only)
- G. Any other relief that Hon'ble Commission may deem fit.

12. After receipt of notice the opposite party no. 1 filed their reply on 17/12/2020 (pg. no. 35) and along with an application seeking deletion of its name from the array of parties on the ground that Facebook India is neither a necessary nor a proper party for adjudication of the complaint. The said application was rejected keeping all issues open vide order dated 29/06/2021. (pg. No.121backside).

13. The complainant filed an application seeking amendment to add Facebook, Inc. as necessary and proper party which was allowed by order dated 22/03/2021 and accordingly notice was issued (pg. no. 240). Since, opposite party no. 2 fail to file its written version in spite of proper service. The complaint proceeded without written version of opposite party no.2 vide order dated 16/12/2021 which was set aside in view of Hon'ble Supreme Court directions in Suo Moto Writ Petition (Civil) No.3 of 2020 vide order dated 15.02.2022 and taken their written version on record.(pg. no. 277 & 284).

14. Complainant again carried out amendment in view of pleadings of opposite party no. 2 and it be read as Meta platforms, Inc. ("Meta", formerly known as Facebook, Inc.) having its registered office in the State of Delaware, is 251, Little Falls Drive, Wilmington, New Castle County, 19808. Address as per Memorandum of Association filed by opposite party no. 1.

15. The Opposite party no.1 has taken defence that entire Complaint with respect to Facebook India may be dismissed as against Facebook India for the following reasons:

- a. The Complaint is not maintainable since the Complainant is not a 'consumer' of Facebook India, within the meaning of the term under the Consumer Protection Act, 2019 ("CP Act");
- b. Even assuming the Complainant qualified as a consumer under the CP Act, Facebook India is still a wrong entity for adjudicating this Complaint since it does not operate/ control the Facebook service (i.e., www.facebook.com and corresponding applications for mobile devices and tablets ("Facebook Service")), and cannot provide the relief requested by the Complainant;
Even if Facebook India operated/ controlled the Facebook Service (which it does not):
 - (i) It would be an intermediary, and therefore, immune from liability under the provisions of the Information Technology Act, 2000 (the "IT Act"); and
 - (ii) It would be under no obligation to proactively monitor the Facebook Service under the IT Act and the Hon'ble Supreme Court's judgment in the case Shreya Singhal v. Union of India, reported in (2015) 5 SCC 1.

Similarly, the opposite party no. 2 also taken similar defence in its written version (at pg. no. 285)

The entire Complaint with respect to Meta may be dismissed for the following reasons:

- a. The Complaint is not maintainable since the Complainant is not a "consumer" of Meta, within the meaning of the term under the Consumer Protection Act, 2019 ("CP Act");
- b. The Complaint does not disclose any cause of action as against Meta, which is an intermediary and therefore,

immune from liability under the provisions of the Information Technology Act, 2000 ("IT Act");

- c. Meta has no obligation to proactively monitor the Facebook service (i.e. www.facebook.com and corresponding applications for mobile devices and tablets ("Facebook Service") under the IT Act and the Hon'ble Supreme Court's judgment in the case Shreya Singhal v Union of India, reported in (2015) 5 SCC 1;
- d. **Meta maintains and takes reasonable steps to enforce policies that protect its users. Meta also offers user-friendly tools to enable users to report violations of these policies,** and
- e. The Complaint is further bad for non-joinder of necessary parties and mis-joinder of parties.

16. Heard the arguments of Ld. Counsel for the complainant at length and perused the documents filed by the parties and gone through the pleadings of the parties. Following issues framed based upon the legal defenses taken by the opposite party 1 & 2 as under:-

Sr. No.	Points for determination	Our Findings
1.	Whether complainant is consumer of the opposite party no. 1 & 2?	In Affirmative
2.	Whether both the opposite parties are necessary and proper party?	In Affirmative
3.	Whether any restrictive trade practice or unfair trade practice or misleading advertisement has been done by the opposite parties?	In Affirmative
4.	Whether opposite parties are liable under the Act?	In Affirmative
5.	What order?	As per Final Order

-// FINDING WITH REASONS //-

ISSUE NO. 1

17. In today's modern world of virtual life, most of the people are familiar with mobile technology which comes with great responsibility, with advent of online banking and financial transactions on large scale

the responsibility of social sites, banks and financial institutions has tremendously increased. Accordingly, RBI and Government of India have taken various steps for protection of interest of consumers. Hence, the old Consumer Protection Act, 1986 has been repealed and new Consumer Protection Act, 2019 has been enacted, which comes into effect from 20.07.2020 & 24.07.2020.

“The preamble reads as :- An Act to provide for protection of the interests of consumers and for the said purpose, to establish authorities for timely and effective administration and settlement of consumers' disputes and for matters connected therewith or incidental thereto.

Statement of Objects and Reasons.-

The Consumer Protection Act, 1986 (68 of 1986) was enacted to provide for better protection of the interests of consumers and for the purpose of making provision for establishment of consumer protection councils and other authorities for the settlement of consumer disputes, etc. Although, the working of the consumer dispute redressal agencies has served the purpose to a considerable extent under the said Act, the disposal of cases has not been fast due to various constraints. Several shortcomings have been noticed while administering the various provisions of the said Act.

2. Consumer markets for goods and services have undergone drastic transformation since the enactment of the Consumer Protection Act in 1986. The modern market place contains a plethora of products and services. The emergence of global supply chains, rise in international trade and the rapid development of e-commerce have led to new delivery systems for goods and services and have provided new options and opportunities for consumers. Equally, this has rendered the consumer vulnerable to new forms of unfair trade and unethical business practices. Misleading advertisements, tele-marketing, multi-level marketing, direct selling and e-commerce pose new challenges to consumer protection and will require appropriate and swift executive

interventions to prevent consumer detriment. Therefore, it has become inevitable to amend the Act to address the myriad and constantly emerging vulnerabilities of the consumers. In view of this, it is proposed to repeal and re-enact the Act.”

18. To establish the consumer - service provider relationship, the complainant has to prove whether he has paid any consideration for service while buying online product from third party. From the pleadings of complainant and documents at pg. no. 10 & 13 it proves that complainant has paid Rs.599 for purchase of shoe - Nike Zoom Gravity and the advertisement was hosting on Facebook. The revenue of opposite parties mainly comes by selling the space for advertising which is clear from their Memorandum of Association - Article (A) 2 at pg. no. 134 and Terms of service at pg. no. 159 filed by the Opposite party. Hence Issue No. 1 is answered in Affirmative and declared that complainant is consumer of the opposite party no. 1 & 2.

ISSUE NO 2.

19. Once it is established that the complainant and the opposite parties are consumer and service provider and also business of opposite parties totally depends upon advertising and endorsement and the relief sought are in the nature of protection of consumers at large scale from fraud takes place by using the space of Facebook and other social websites. Therefore, both the opposite parties are proper and necessary parties. Accordingly, Issue No.2 is also answered in Affirmative.

ISSUE NO 3.

20. The Government of India has taken various measure to curb the menace of online fraud time to time and for this purpose provisions are inserted in Consumer Protection Act 2019 under section 2 (5),(6),(7),(9),(11),(16),(17),(18),(22),(23),(28),(37),(38),(41),(41) &

(47). It is one of the unfair trade practice not issuing proper bill as required under sec 2(47) in the format notified by the GOI and the Consumer Protection (E-commerce) Rules, 2020 mandates certain duties and liabilities under Rule 4 & 5 few such duties and liabilities which are reproduce for sake of ready reference :-

4. Duties of e-commerce entities. --- (1) *An e-commerce entity shall:*

(a) be a company incorporated under the Companies Act, 1956 (1 of 1956) or the Companies Act, 2013 (18 of 2013) or a foreign company covered under clause (42) of section 2 of the Companies Act, 2013 (18 of 2013) or an office, branch or agency outside India owned or controlled by a person resident in India as provided in sub-clause (iii) of clause (v) of section 2 of the Foreign Exchange Management Act, 1999 (42 of 1999); and (a) appoint a nodal person of contact or an alternate senior designated functionary who is resident in India, to ensure compliance with the provisions of the Act or the rules made thereunder.

(2) Every e-commerce entity shall provide the following information in a clear and accessible manner on its platform, displayed prominently to its users, namely:-- (a) legal name of the e-commerce entity; (b) principal geographic address of its headquarters and all branches; (c) name and details of its website; and (d) contact details like e-mail address, fax, landline and mobile numbers of customer care as well as of grievance officer.

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

(4) Every e-commerce entity shall 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.

(5) Every e-commerce entity shall 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.

(6) Where an e-commerce entity offers imported goods or services for sale, it shall 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.

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

(8) No e-commerce entity shall 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.

(9) Every e-commerce entity shall only 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.

(10) Every e-commerce entity shall effect 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.

(11) No e-commerce entity shall-- (a) manipulate the price of the goods or services offered on its platform in such a manner as to gain unreasonable profit by imposing on consumers any unjustified price having regard to the prevailing market conditions, the essential nature of the good or service, any extraordinary circumstances under which the good or service is offered, and any other relevant consideration in determining whether the price charged is justified; (b) discriminate between consumers of the same class or make any arbitrary classification of consumers affecting their rights under the Act.

5. Liabilities of marketplace e-commerce entities. –

(1) A marketplace e-commerce entity which seeks 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.

(2) Every marketplace e-commerce entity shall require 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.

(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: (a) details about the sellers offering goods and services, including the name of their business, whether registered or not, their geographic address, customer care number, any rating or other aggregated feedback about such seller, and any other information necessary for enabling consumers to make informed decisions at the pre-purchase stage: Provided that a marketplace e-commerce entity shall, on a request in writing made by a consumer after the purchase of any goods or services on its platform by such consumer, provide him with information regarding the seller from which such consumer has made such purchase, including the principal geographic address of its headquarters and all branches, name and details of its website, its email address and any other information necessary for communication with the seller for effective dispute resolution; (b) a ticket number for each complaint lodged through which the consumer can track the status of the complaint; (c) information relating to return, refund, exchange, warranty and guarantee, delivery and shipment, modes of payment, and grievance redressal mechanism, and any other similar information which may be required by consumers to make informed decisions; (d) information on available payment methods, the security of those payment methods, any fees or charges payable by users, the procedure to cancel regular payments under those methods, charge-back options, if any, and the contact information of the relevant payment service provider; (e) (all information provided to it by sellers under sub-rule (5) of rule 6; and (f) (an explanation of the main parameters which, individually or collectively, are most significant in determining the ranking of goods or sellers on its platform and the relative importance of those main parameters through an easily and publicly available description drafted in plain and intelligible language.

(4) Every marketplace e-commerce entity shall 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.

(5) Every marketplace e-commerce entity shall 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 (47 of 1999) or the Information Technology Act, 2000 (21 of 2000): Provided that no such e-commerce entity shall be required to terminate the access of such seller to its platform pursuant to this sub-rule but may do so on a voluntary basis

From above it is crystal clear mandate to be complied with by the social website companies. In the present case complainant was lured to purchase the product by looking to the rate of the shoe's, and it is mandatory obligations of e-commerce websites to provide complete name, address, contact numbers, email address of the seller so that in case of any consumer grievance it can be redressed immediately and within forty-eight hours grievance officer can acknowledges the receipt of any consumer complaint and redresses the complaint within one month from the date of receipt of the complaint, No e-commerce entity can cancel the order, e-commerce entity shall effect all payments towards accepted refund requests of the consumers as prescribed by the Reserve Bank of India and most importantly Companies have Corporate Social Responsibility (CSR) to educate about the frauds taking place on their website to protect the consumer right prescribed under section 2(9):

*(i) the right to be protected against the **marketing** of goods, products or services which are hazardous **to life and property**;*

*(v) the right to seek **redressal against unfair trade practice** or restrictive trade practices or **unscrupulous exploitation of consumers**; and*

*(vi) the **right to consumer awareness**;*

Both the opposite parties miserably failed to take sufficient safeguard to protect the unscrupulous exploitation of consumer specially of Indian Consumers and failed to bring any documentary evidence to show compliance of the Consumer Protection (E-Commerce) Rule,

2020 which amounts to unfair trade practice. **Hence Issue No. 3 is answered in Affirmative.**

ISSUE NO. 4

21. Since the issue no. 3 is in affirmative and the complainant has suffered financial lose due to misleading advertisement it is binding upon the website companies to compensate the loss. But the question is to what extent? For transaction of buying shoes Rs. 599/- is due to misleading advertisement but the second transaction of sharing OTP and personal bank details by the complainant is due to his unawareness regarding scam thus it is contributory negligence for which the opposite parties are not liable. We have visited the Facebook site to know the help center details which are as under:-

Privacy, safety and security

Shopping safety

How do I avoid scams while shopping on Facebook?

Facebook.com on mobile browsers is in the process of being updated. See more
If you see something that you think is a scam, you should avoid communication with the buyer or seller and report the suspected scam to Facebook.

Here are some tips for avoiding scams while shopping on Facebook:

- Double-check deals that seem too good to be true. Scammers may try to use under-priced items to lure buyers into a scam.*
- Eligible purchases made with checkout on Facebook are covered by Purchase Protection. Items exchanged in person using cash or other person-to-person payment methods are not eligible. When you use checkout on Facebook, our team can mediate disputes, as we can review details about the order.*
- Don't provide gift card details (such as the claim code) for payment to someone you don't know and avoid sales or transactions requiring you to pay specifically with gift cards.*
- Review the seller's profile to learn more about the seller. On their profile, you can see friends that you may have in common, review their Marketplace activity, view their other listings and see any ratings that they may have received.*
- If you're buying an item in person, we recommend that you inspect any items you buy to make sure that they're genuine. Learn more about counterfeit items.*
- Do not send deposits for flats to rent without having seen the flat in person first.*
- Be cautious of emails directly from the seller telling you that there was something wrong with your payment through checkout on Facebook. You can view your payment history on Facebook in Activity.*
- Avoid communicating with buyers or sellers privately outside of Facebook and Messenger.*
- Don't respond to messages or emails that ask you to provide verification codes or account information, such as your email address and password.*

Learn more about which purchases are covered by our Purchase Protection Policy and how to buy and sell responsibly on Facebook.

Was this helpful?

Yes

No



Related articles

Avoid phishing scams on Facebook

How do I avoid scams on Facebook?

Shopping Safety

Tips for shopping safely

From above it seems that opposite parties have put certain help information's for the benefits of general consumers utilizing the service of Facebook but they are not doing any advertisement on T. V. Channels, Facebook, and other sites for creating awareness about the scam on routine basis though its revenue is in Trillions. It is legal as well as social duty and obligation of the opposite party to provide funding to help get a citizens scam advice service set-up in India for better protection of Consumer Rights of Indian Consumers. **Hence Issue No. 4 is answered in Affirmative** and it is just and proper to direct to refund the price of shoe i.e. Rs.599/- paid by the complainant and other directions to issue corrective advertisement to neutralize the effect of misleading advertisement at the cost of opposite party responsible for issuing such misleading advertisement. The present consumer complaint is not a class action petition for which complainant can file writing complaint u/s 17 of Consumer Protection Act, 2019 before CCPA, we have pass order restricted u/s 39 of Consumer Protection Act, 2019. Therefore, following order.

-// Final order //-

1. Complaint is partly allowed.

2. Opposite Party no. 1 & 2 are jointly and severally directed to pay price of product not delivered i.e. Rs. 599/- to the complainant and Rs. 25,000/- in total for mental agony and legal costs. Other relief of punitive damages is rejected since no injury or damage caused to the complainant.
3. Opposite Party no. 1 & 2 are jointly and severally directed to comply the Consumer Protection (e-commerce) Rules, 2020 in letter and spirit and submit report of compliance within a period of 45 days to this commission.
4. Opposite Party no. 1 & 2 are jointly and severally directed to run scam related awareness advertisement on various media, social sites, T.V. OTT platform mobile apps, WhatsApp, Instagram etc. to create awareness regarding various scam on regular basis to neutralize the impact of misleading advertisements and submit compliance report quarterly for period of two years to this commission.
5. Certified copy of the order be provided free of cost to the parties.
6. Additional set of complaint be returned to the complainant and original complaint along with documents be confined to record room.

Pronounced on 30th June, 2022.

[MS. SARITA B. RAIPURE]
HON'BLE MEMBER

[MR. BHASKAR B. YOGI]
HON'BLE PRESIDENT

S.D.