



DELIVERY AND POST DELIVERY ISSUES IN E-COMMERCE CONSUMER GOODS AND SERVICES: A STUDY OF INDIAN JUDICIAL APPROACH

DR. JEHIRUL ISLAM

Assistant Professor of Law

Hamdard Institute of Legal Studies and Research

Jamia Hamdard

New Delhi

Abstract

In e-commerce, the fundamental consumer issues have always been with respect to bad delivery, late delivery, non-delivery, improper information with respect to delivery and non-compliance of post-delivery obligations with respect to goods or services. Issues with respect to delivery is the primary concern for consumers in e-commerce which restrain consumers from going online for buying goods or hiring services. In India, though recently enacted the Consumer Protection Act, 2019 tries to resolve the delivery issues of online consumers to a limited extent; however, the Act fails to encompass the larger issues with respect to delivery in e-commerce. Indian judiciary and quasi-judicial consumer courts have contributed to a greater extent in absence of a concrete legislative framework vis-à-vis delivery issues in e-commerce. This paper tries to analyse Indian judicial and quasi-judicial contribution in resolving consumers' issues with respect to delivery of goods or services and post-delivery compliances by sellers and service providers in e-commerce.

Keywords: *E-commerce, Consumer Protection, Delivery of Goods or Service, Post-Delivery Relief in E-Commerce*

1. INTRODUCTION

Retail businesses in the world have been shifting from brick and mortar store to online platforms for selling their products and providing services due to the advancement of information and communication technology. The online stores brought-forth convenience to consumers which save their time and money. However, the core concerns for consumer in online shopping have always been with respect to bad delivery, late delivery, improper information with respect to delivery and non-compliance of post-delivery of goods or services by e-commerce traders. Physical distance between sellers or service providers and consumers in e-commerce develops feeling of uncertainty among online consumers, such uncertainty mostly revolve around issues pertaining to delivery and post-delivery compliances in e-commerce. Law being an organic subject should address such vital issues of consumers in e-commerce.



2. DELIVERY AND POST-DELIVERY LEGAL ISSUES IN E-COMMERCE

In Indian e-commerce markets, the instances of bad delivery, non-delivery or late delivery of goods or services have been reported from the various parts of country. E-commerce portal ShopClues.com was served with a notice for selling fake JBL Lifestyle product by Harman International India Pvt Ltd, the manufacturer of the product.ⁱ In addition, few instances of bad deliveries as reported are: (a) a package of brick has been delivered to 17-year old boy when he ordered for laptop worth Rs 14,090, and before the boy could check the product, the delivery man had left the locality;ⁱⁱ (b) instead of Samsung Galaxy Core 2, a vim bar has been delivered; (c) a consumer has received pieces of stones when ordered for iPhone 4S; (d) a heater worth Rs 600 has been delivered when ordered for a Macbook Pro worth Rs 84,000; (e) an e-trader has delivered used phone and shoes when a consumer ordered for brand new phone and shoes; (f) a consumer received an empty box when ordered for a pen drive.ⁱⁱⁱ With respect to delivery of the goods or services in e-commerce, bad experiences of the consumers are common to hear. Further, non-delivery, lost in delivery and damage in delivery are common to listen to from consumers in e-commerce.^{iv} Further, the practice of affixing sign of consumers on paper before a consumer gets an opportunity to inspect a product is widespread in e-commerce.^v Information regarding the date and time of delivery of goods or services is usually provided by an automatic default system of e-traders, which frequently provides information after the formation of a contract by clicking the submit button for the order. E-traders usually do not give assurance with respect to the date of delivery. Sometimes they fix a delivery date, yet, they use the word “may” or “within”.^{vi} At times, e-traders make delivery through post office and impose an obligation on consumers to pay the price and collect the goods from the post office; yet, information of such mode of deliveries may not be made before the formation of a contract. Amazon had experience with India post of late delivery or non-delivery. India post tracking system is defective and rarely updated with the post of recent data, while in most of the cases the tracking data shown by Amazon turn out to be shown as no data on Indian post website.^{vii} Delay in delivery of goods remains one of the highest common grumbles of consumers in e-commerce.^{viii} Further, many a time, to solve cash flow problems and liquidity, e-traders delay in delivery after receiving payments from consumers.^{ix}

Fraudsters are very active in e-commerce. Fraudsters promise to sell goods at low price but never deliver goods or deliver substandard goods. There are instances of creating web stores which look like legitimate web stores, but after receiving payment from consumers they disappear overnight. One instance of such fraudsters is a site called marselle.com. It has been alleged that on receiving payment from consumers the e-traders never deliver goods.^x

Thus, consumers rely on e-traders for delivery of goods or services, which consumers by themselves cannot take due the nature of e-commerce. However, the issues of delivery of fake or wrong products, non-delivery, lost in delivery, damage in



delivery, absence of information or wrong information with respect to delivery, intentional delay in delivery to maintain cash flow or liquidity and presence of fraudsters have become serious concerns for e-consumers with respect to delivery of goods or services in e-commerce.

In e-commerce, due to the unique nature of transactions, consumers are not able to touch and see the usefulness of a product. In an e-commerce platform, one can only see the product. However, its usefulness cannot be tested unless the goods or services reach to him. Eventually, the consumer may not be satisfied with the product or service, which was eye-catching on screen, may not be as attractive as it was on screen. Consequently, it may lead to defrauding the consumer.^{xi}

Products can be classified into “search products” and “experience products”. “Search products”, such as, books, magazines, notepad, cameras, etc can be identified by attributes, such as, components, price, colour, size, etc. Such products can be evaluated on the basis of the value attached to them without directly experiencing them. “Experience products”, such as, garments, cosmetics, etc are required to be experienced before purchasing. In e-commerce, since it is difficult to experience the product before purchasing, consumers would be uncertain about the fitness of the product as per their expectation.^{xii}

There may be patent or latent defects in quality. Patent defects are discoverable by ordinary inspection, whereas latent defects could not be discovered by an inquiry. Any omission, irregularity or deficiency is covered under the term “defect”, but not the fraudulent suppression or distortion of facts.^{xiii} Thus, a particular period of time, after the delivery of goods or services, is required for the consumer to discover latent defect in the goods or services.

Therefore, it is important to give some reasonable time to consumers to check the utility of the product, and then to decide whether to accept it or not. Recognition of this right is paramount in e-commerce. The most significant consumer right is “cooling-off”, that means the right of a buyer to cancel the contract at will within a specified period of time. In e-commerce, consumers are worried about what will happen in case of non-delivery, wrong delivery or delivery of defective goods or services. This concern of consumers is largely because they do not know with whom they are placing their orders and making payments.^{xiv}

The right of cancellation of contract, after the delivery of goods or services, even if recognised by e-traders, actual refund may take unreasonable stretch of time that may result in blockage of consumers’ money with e-traders.^{xv} Further, many disappointments occur in making payment through net banking, credit or debit card. In such cases, a mechanical problem or uncertain internet link may cause deduction of payments from a consumer’s account without crediting the same to the seller’s account, that eventually results in failure of the transaction (in legal terms, failure of concluding contract between the seller and the consumer). Additionally, recovery of such amount is a troublesome work. A consumer has to inform the e-trader and wait around 7 to 15 days for the reimbursement of the amount to the consumer’s account.^{xvi} Most of the e-traders disregard consumer complaints with respect to



defects in goods or deficiency in services or delay in delivery, and show reluctance to refund or exchange of goods or services.^{xvii} In many instances, in the event of defects in goods, the only remedy provide by e-traders is exchange of goods. However, in such an event, a consumer is required to bear the shipping charges without any fault from the part of the consumer.^{xviii}

It has been observed that in addition to causing financial damage, e-commerce deception also results in psychological damage due to victimization, loss of time in filing grievances and refund claims, and also loss of personal information.^{xix}

Thus, consumers' lack of opportunity to test, experience, verify and check fitness and use of the goods or services before purchasing it; irregularities and insufficiency in recognising "cooling-off" period; fraudulent suppression or distortion of facts; issues of technical errors in payment processes; reluctances in redressal of grievances, return, repair or replacement of goods or services; financial and psychological damage; loss of time and personal information; unreasonable stretch of time in refunding the price; lack of clarity on responsibility to refund the price of consumers; lack of clarity and uniformity with respect to the conditions for and the procedures of exercising right to cancellation of contract, return of goods or services, claim for repair or replacement of goods or services and claim for refund and damages and the duties of e-traders attached thereto are the major issues in the phase of post-delivery of goods or services in e-commerce.

3. INDIAN JUDICIAL AND QUASI-JUDICIAL APPROACH VIS-À-VIS DELIVERY AND POST-DELIVERY ISSUES IN E-COMMERCE

The National Consumer Dispute Redressal Commission (hereinafter referred to as "the NCDRC"), various State Consumer Dispute Redressal Commissions (hereinafter referred to as "the SDRC") and many District Consumer Dispute Redressal Forums (hereinafter referred to as "the DCDRF") have dealt with the issues of delivery of defective goods and providing of deficiency in services in e-commerce. The NCDRC, in *Vijay Kumar Das v Indian Railway Catering and Tourism Corporation Ltd*^{xx}, observed that the e-ticket refund procedure of Indian Railway Catering and Tourism Corporation was unreasonable resulted in deficiencies in service. In this case, the petitioner had challenged the refund policy of the Indian Railway Catering and Tourism Corporation (IRCTC) as displayed on its e-commerce website. The refund procedures as prescribed by the IRCTC were as follows:^{xxi}

"In case of a party e-ticket or a family e-ticket issued for travel of more than one person, some persons have confirmed reservation and others are on the list of RAC and waiting list, then in case of passengers on RAC or waitlisted are not travelling, a certificate has to be obtained from ticket checking staff to that effect and refund of fare shall be processed through TDR, indicating the details of the certificate issued by ticket checking staff. The online TDR shall be filed up to seventy two hours of actual arrival of the train at passenger's destination and the original certificate issued by the ticket checking staff is to be sent through post to Indian Railway



Catering and Tourism Corporation (IRCTC). The fair shall be refunded by IRCTC to the customer's account after due verification.”

However, while giving its response to the procedure of refund of IRCTC, which was framed unilaterally, the NCDRC expressed concern for consumer protection, which reads as:^{xxii}

“It appears very strange that the rules of IRCTC for refund of e-ticket appear to be unilaterally framed for the benefit of IRCTC. It is impossible to fathom that in case if passenger cancels his journey why he should go to railway station and search the ticket checking staff and get the certificate. Such e-ticket refund procedure is not just improper which is practically impossible and not helpful to the consumers at large. It is just illusionary and humiliation of consumers. Instead of seeking refund most of the passengers will prefer to forgo the money rather to approach TTE and get a certificate.”

The NCDRC further observed that “the IRCTC website should be fool proof; and needs drastic improvement. Most of the consumers/passengers suffer from the IRCTC website; that booking or cancellation of ticket will be a paramount exercise. Most of the time the website of IRCTC is inaccessible for hours together”.^{xxiii} Additionally, the NCDRC had issued direction to the e-commerce website. The direction reads as:^{xxiv}

“...the IRCTC should take necessary steps to improve their IRCTC website which should be user/consumer friendly, fast and perfect in all aspects. It is the need of hour for consumers at large in our country which is the ultimate goal of Consumer Protection Act, 1986...”.

Similarly, the Chhattisgarh SCDRC has dealt with the case of defective delivery of goods in e-commerce in Amazon Seller Service Private Limited v Love Kumar Sahoo.^{xxv} In this case, the complainant had purchased a mobile handset of Micromax Company worth Rs 9000 from an e-commerce website, Amazon.in. After receiving the mobile handset, the complainant had observed that the sensor of the phone was not functioning and battery was getting discharged. The complainant had informed the same to the customer care service of Amazon.in, where he had been informed that the problem was due to the fact that the software was not updated and asked him to wait for some time, after which a new update in software would come, which would solve the problem automatically. After some days, the new software update had come, yet, the problem in the handset still remained. The complainant had informed again this fact to the customer care executive of the Amazon.in, who gave him a promise to replace the battery. After the new battery had come, problem in the battery was solved; however, the sensor of the phone was not functioning. Upon being informed again, promise had been made by the customer care executive to replace the phone. Another handset had been delivered to the complainant; nevertheless, the same problem was there in the replaced phone. The problem had been communicated again, eventually another new handset had been delivered to the complainant for second time; yet, in that handset, in spite of dual SIM capacity, only one SIM was functioning. The complainant had again informed this fact to the



customer care executive of Amazon.in, resulted in delivery with another handset for the third time. To his surprise, new handset had also problems like hanging again and again and the switch became off while talking. Finally, the complainant gave up with replacement and requested for refund. To his shock, he had been informed that, as per the policy of refund, refund facility is given within 15 days of delivery, and since 15 days have expired, the amount would not be refunded. To solve the problem, the complainant had approached authorised service centre of the manufacturer, Micromax Company; where he came to know from the service centre that the phone handset had been sold under a special offer; hence, the service centre could not repair the handset. Finally, the complainant came to the rescue of the DCDRF. The DCDRF directed the Opposition Parties (OPs) to refund the amount along with interest. Eventually, the decision of the DCDRF was upheld by the SCDRC in appeal.

In another case, *India Times Shopping v Shivanand Narain*,^{xxvi} the Chandigarh SCDRC held India Times Shopping, an e-commerce website, liable for delivering a defective mobile set. In addition, the Chandigarh SCDRC in *Amazon Seller Service Ltd v Gopal Krishan*^{xxvii} directed the Amazon Seller Service Ltd, an e-commerce website, to refund the consumer along with compensation for delivering defective mobile handset Xiaomi Redmi Note 3. In another case, the Andhra Pradesh SCDRC in *Shanmukha Sharma v Amit Agarwal*^{xxviii} observed that the delivery of food product by e-commerce website amazon.in after the date of expiry was not only constituted a defective delivery of goods but also deficiency in service.

The issue concerning refund in the e-commerce came before the Andhra Pradesh SCDRC in *Shanmukha Sharma v Amit Agarwal*^{xxix}, in a case of sale of expired products through e-commerce platform. In this case, the appellant had bought “Arnold Iron Whey”, a muscle building oral food substance from Amazon.in. The product turned out to be expired before the sale, resulted in health disorder to the appellant. The appellant had claimed for refund. However, the respondent refused to refund unless the appellant return the product. The appellant had apprehension that if he returned the product, he would be having no proof in his hand to hold the respondent liable for the defective product sold, in the event the respondent refuses to refund after returning the product. Yet, the SCDRC acknowledged that the apprehension of the appellant was reasonable and the appellant was right in not returning the product. Hence, sending photograph of the product to the respondent was sufficient for the respondent to act into the matter. Finally, the SCDRC issued an order to the respondent to refund the amount along with compensation to the appellant.

In *Amazon Seller Services Private Ltd v Gopal Krishan*^{xxx}, the respondent/complainant purchased a mobile handset through Amazon Seller Service Ltd, an e-commerce website. The mobile handset was found defective after receiving it by the respondent. The respondent handed over the handset to the seller, Xiami Company for repair on 4 July 2016, as instructed by the e-commerce website. The handset was to be returned on 19 July 2016 as per job card. The respondent was also not provided with any standby handset. The manufacturer did



not return the phone on time; hence, the respondent contacted the e-commerce website, where the respondent was instructed to get “dead on arrival report” from the seller, Xiaomi Company. The company had refused to give the certificate. The respondent had left with no option rather than filing a complaint before the DCDRF. The DCDRF awarded refund of the price of the mobile handset along with compensation. Furthermore, the DCDRF observed that:^{xxxii}

“The inordinate delay on the part of the OPs in repairing the telephone tantamount to deficiency in service in their part. The Complainant has been deprived of service of his mobile handset for which he has already paid. The OPs cannot be permitted to hold the complainant at ransom by their callous attitude in attending the problem of consumer.....”

This observation of the DCDRF was upheld by the Chandigarh SCDRF with further observation that the service provided by the OPs was absolutely pathetic and poor. In *AmazonSeller Services Private Ltd v Love Kumar Sahoo*,^{xxxiii} the complainant had purchased a mobile handset of Micromax Company worth Rs 9000 from an e-commerce website, Amazon.in. After receiving the mobile handset, the complainant had observed that the sensor of the phone was not functioning and battery was getting discharged. The complainant had informed the same to the customer care service of Amazon.in, where he had been informed that the problem was due to the fact that the software was not updated and asked him to wait for some time, after which a new update in software would come, which would solve the problem automatically. After some days, the new software update had come, yet, the problem in the handset still remained. The complainant had informed again this fact to the customer care executive of the Amazon.in, who gave him a promise to replace the battery. After the new battery had come, problem in the battery was solved; however, the sensor of the phone was not functioning. Upon being informed again, promise had been made by the customer care executive to replace the phone. Another handset had been delivered to the complainant; nevertheless, the same problem was there in the replaced phone. The problem had been communicated again, eventually another new handset had been delivered to the complainant for second time; yet, in that handset, in spite of dual SIM capacity, only one SIM was functioning. The complainant had again informed this fact to the customer care executive of Amazon.in, resulted in delivery with another handset for the third time. To his surprise, new handset had also problems like hanging again and again and the switch became off while talking. Finally, the complainant gave up with replacement and requested for refund. To his shock, he had been informed that, as per the policy of refund, refund facility is given within 15 days of delivery, and since 15 days have expired, the amount would not be refunded. To solve the problem, the complainant had approached authorised service centre of the manufacturer, Micromax Company; where he came to know from the service centre that the phone handset had been sold under a special offer; hence, the service centre could not repair the handset. Finally, the complainant came to the rescue of the DCDRF. The DCDRF directed the Opposition Parties (OPs) to refund the amount along with interest. Eventually, the



decision of the DCDRF was upheld by the SCDRC in appeal. Thus, in this case the complainant had received four times replacement of mobile phone from Amazon.in; yet, in every new replacement, the complainant found the same problems with the phone, and finally had to ask for refund of the price of the phone of worth Rs 9000/-. On the complainant's surprise, the complainant was told by the customer care executive of the e-commerce website, Amazon.in that as per the terms and condition and refund policy of Amazon.in, refund facility is given within 15 days of delivery of goods; hence, since 15 days have been expired, refund facility is not to be given. It is significant to note that the 15 days had been expired due to the fact of four times defective replacement by the e-commerce website, Amazon.in. Unsatisfied by the response of the e-commerce website, the complainant had filed a complaint before the DCDRF. The opposite party, Amazon.in had taken a reference from their terms and condition for replacement. However, the DCDRF declared the refund policy of Amazon.in as unreasonable and therefore invalid, and directed the Opposite Parties (OPs) to jointly and severally pay the amount of Rs 9,000 along with simple interest @ 9% pa from the date of filing the complaint to the complainant. In appeal by Amazon Seller Service Private Ltd, the Chhattisgarh SCDRC upheld the decision of the DCDRF.

4. CONCLUSION

Delivery of goods or services is a vital feature in e-commerce. The entire process of delivery is within the domain of e-traders in e-commerce. Further, the time and date of delivery largely remain within the unilateral decision of e-traders. However, traders may make delivery by themselves or they may outsource this function to other traders. On the other hand, from the perspective of consumers, delivery of the goods or services is the purpose for which the consumers go through the entire process of ordering goods and making payment (making payment is necessary if the sale is other than the COD sale). A consumer has to rely on the e-trader in the entire process of delivery, starting from the information about the date and time of delivery to the actual delivery of the goods or services. The frequent delivery issues which consumers face with respect to delivery of goods or services are: delivery of wrong quantity, quality, and sometimes wrong product or fake product; damage of goods during delivery; lost in delivery; late delivery; non delivery; and improper information regarding the date and time of delivery. In particular, in e-commerce, the various consumer forums have dealt with the issues of delivery of defective products by numerous e-commerce traders. The consumer forums have recognised the rights of consumers in the event of delivery of defective products, in spite of the fact that the traders have exempted their liabilities through their e-commerce policies.

Though many provisions are made with respect to the proper delivery of goods or services by traders and many decisions of consumer forums supported the rights of consumer, yet, some peculiar issues pertaining to the delivery in e-commerce remain unprotected within the existing Indian legal framework. These issues are:

the requirement of clear and conspicuous information to consumers about the date and time of delivery of the goods or services; the requirement to disclose such information before the consumer places an order for the goods or services; the requirement of providing such information to the consumer in a durable form, so that the consumer may prove such promises in the event of subsequent disputes; the requirement to inform the consumer without undue delay, the fact that the e-trader will not be able to deliver the goods or services within the prefixed time, and in such cases, the requirement to give option to consumer to cancel the order without any charge or cost on the consumer; the maximum time duration for the delivery of the goods or service (if the e-trader and the consumer fail to fix the time for delivery); and consumers' right in case of late delivery, non-delivery, damage in delivery, lost in delivery of goods or services.

REFERENCES:

- [1] Sangeeta Chengappa, 'Harman issues legal notice to online retailer' The Hindu Business Line, <<https://www.thehindubusinessline.com/companies/harman-issues-legal-notice-to-online-retailer/article6835383.ece>> accessed 20 November 2016.
- [2] Bosco Dominiquel, 'Teen orders laptop for 14,000 online, get brick' The Times of India, <<https://timesofindia.indiatimes.com/city/chennai/Teen-orders-laptop-for-Rs-14000-online-gets-brick/articleshow/50401154.cms>> accessed 24 November 2016.
- [3] Sambit Satpathy, '4 unexpected things Snapdeal delivered to buyers and one that Flipkart didn't' BER India, <<http://www.bgr.in/news/4-unexpected-things-snapdeal-delivered-to-buyers-and-one-that-flipkart-didnt/>> accessed 20 January 2017.
- [4] Adrija Bose, 'The Big Snapdeal Screw up: Man orders smartphone, gets bar of soap instead' firstpost, <<https://www.firstpost.com/living/the-big-snapdeal-screw-up-man-orders-smartphone-gets-bar-of-soap-instead-1779633.html>> accessed 23 December 2016.
- [5] M Mahindra Prabu and P Rajadurai, 'The Ways to Empower the E-Consumer in the Alarming Field of Online Shopping' in Ashok R Patil (ed), 25 Years of Consumer Protection Act: Challenges and the Way Forward (Chair on Consumer Law and Practice, National Law School of India University 2014).
- [6] M Mahindra Prabu and P Rajadurai, 'The Ways to Empower the E-Consumer in the Alarming Field of Online Shopping' in Ashok R Patil (ed), 25 Years of Consumer Protection Act: Challenges and the Way Forward (Chair on Consumer Law and Practice, National Law School of India University 2014).
- [7] Tanay Sai, 'Amazon Starts Using India Post and Screws its Delivery System'
- [8] <<http://www.tanay.co.in/blog/amazon-starts-using-india-post-and-screws-its-delivery-system-india.html>> accessed 22 February 2017.
- [9] Nuzhat Parveen Khan and Parveen Khan, 'Online Shopping in India: Issues and Challenges with Special Emphasis on the Consumer Protection Bill, 2015' (2018) Jamia Law Journal 9.
- [10] Akhileshwar Pathak, 'E-Retailing and the Consumer Protection Bill, 2015: Drawing from the European Union Consumer Directive' Indian Institute of Management Ahmedabad Working Paper 2015-10-02, 16<<http://vsir.iima.ac.in:8080/jspui/bitstream/11718/17055/1/WP2015-10-02.pdf>> accessed 20 December 2017.
- [11] Gagandeep Kaur, 'Jurisprudence of E-Commerce and Consumer Protection in India' (1stedn, Satyam Law International 2015)59.
- [12] Parul Sinha, 'Electronic Contract and Consumer Protection: Does Legislation Provide Adequate Consumer Protection' (2017) Bharati Law Review 15.



- [13]Bo Xiao and Izak Benbasat, 'Product-Related Deception in E-Commerce: A Theoretical Perspective' (2011) MIS Quarterly 170.
- [14]Sarla Gupta and Beniprasad Agrawal, 'Cyber Laws: Law Relating to Information Technology, Hacking, Intellectual Property Rights, Trade Marks, E-Commerce, Computers, Computer Software, Internet and Cyber Crimes etc.' (2nd edn Premier Publishing Company 2016) 943.
- [15]Masood Ahmed and Mohd Imran, 'An Analysis of E-Commerce, its impact issues concerning the rights of E-consumer' (2018) Indian Bar Review, Vol. 45(1) Bar Council of India Trust, New Delhi, 121.
- [16]Parul Sinha, 'Electronic Contract and Consumer Protection: Does Legislation Provide Adequate Consumer Protection' Bharati Law Review 15.
- [17]Nuzhat Parveen Khan and Parveen Khan, 'Online Shopping in India: Issues and Challenges with Special Emphasis on the Consumer Protection Bill, 2015' [2018] JLJ 9.
- [18]M Mahindra Prabu and P Rajadurai, 'The Ways to Empower the E-Consumer in the Alarming Field of Online Shopping' in Ashok R Patil (ed), 25 Years of Consumer Protection Act: Challenges and the Way Forward (Chair on Consumer Law and Practice, National Law School of India University 2014).
- [19]M Mahindra Prabu and P Rajadurai, 'The Ways to Empower the E-Consumer in the Alarming Field of Online Shopping' in Ashok R Patil (ed), 25 Years of Consumer Protection Act: Challenges and the Way Forward (Chair on Consumer Law and Practice, National Law School of India University 2014).
- [20]Bo Xiao and Izak Benbasat, 'Product-Related Deception in E-Commerce: A Theoretical Perspective' (2011) MIS Quarterly 170.
- [21][2013] MANU/CF/0967, see Rediff.com India Limited v Ms Urmil Munjal [2013] NCDRC 350, see also Spicejet Ltd v Ranju Aery [2017] MANU/CF/0084.
- [22][2013] MANU/CF/0967. Para 6.
- [23][2013] MANU/CF/0967. Para 8.
- [24][2013] MANU/CF/0967. Para 9.
- [25][2013] MANU/CF/0967. Para 10.
- [26][2018] MANU/SG/0001.
- [27][2010] MANU/SF/0061.
- [28][2017] MANU/SF/0038.
- [29][2017] MANU/SA/0002.
- [30][2017] MANU/SA/0002.
- [31][2017] MANU/SF/0038.
- [32][2017] MANU/SF/0038, para 6.
- [33][2018] MANU/SG/0001