

# Consumer Protection Act, 2019



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1. **Which of the following bodies was established under the Consumer Protection Act, 2019, to regulate matters relating to the violation of consumers' rights, unfair trade practices, and false or misleading advertisements?**

**A** National Consumer Disputes Redressal Commission (NCDRC)

**B** Central Consumer Protection Authority (CCPA)

**C** State Consumer Protection Council (SCPC)

**D** District Consumer Forum (DCF)

### **Solution**

- **Statutory Body:** The Central Consumer Protection Authority (CCPA) is a statutory body established under Section 10 of the Consumer Protection Act, 2019.
- **Primary Role:** Its primary objective is to protect, promote, and enforce the rights of consumers as a class.
- **Key Functions:** CCPA has powers to inquire, investigate, and take action against violations of consumer rights and misleading advertisements.
- **Difference from Commissions:** Unlike the NCDRC, which is a quasi-judicial body for dispute redressal, the CCPA has regulatory and enforcement powers.

- **Regulation and Enforcement:** It deals with regulatory matters like unfair trade practices and ordering the recall of unsafe goods, making it distinct from the traditional three-tier redressal mechanism (District, State, National Commissions).

2. Which of the following is NOT a defined consumer right under Section 2(9) of the Consumer Protection Act, 2019?

A

The right to be protected against the marketing of goods and services which are hazardous to life and property.

B

The right to be assured, wherever possible, access to a variety of goods and services at competitive prices.

C

The right to seek redressal against unfair trade practices or restrictive trade practices or unscrupulous exploitation of consumers.

D

The right to avail a free 'cooling-off' period for goods purchased through e-commerce. E. The right to consumer education.

### Solution

- Six Consumer Rights: The CPA 2019 (Section 2(9)) explicitly defines and guarantees six consumer rights.
- Guaranteed Rights: Rights A, B, C, and E are all part of the six guaranteed rights: Right to Safety, Right to be Informed, Right to Choose, Right to be Heard, Right to Seek Redressal, and Right to Consumer Education.
- Cooling-off Period: While a 'cooling-off' period (a period during which a consumer can cancel a contract or return a product) is a

provision often found in e-commerce rules (like the E-commerce Rules, 2020 under the CPA 2019), it is NOT listed as one of the six fundamental consumer rights defined in Section 2(9) of the main Act.

- **Statutory Distinction:** It is important to distinguish between the fundamental rights enshrined in the Act and specific rules or provisions introduced under the Act for particular sectors (like e-commerce).
- **Focus of the Act:** The six rights are broad, foundational principles, whereas the cooling-off period is a specific regulatory tool.

3. Under the Consumer Protection Act, 2019, which of the following grounds allows a consumer to file a complaint against a service provider?

A Loss or damage caused by negligence.

B Defect in goods purchased

C Charging a price in excess of the price displayed

D All of the above.

### Solution

- Scope of Complaint: Section 35(1) read with Section 2(6) of the CPA 2019 defines the scope of a 'complaint' a consumer can file.
- Defective Goods/Services: A complaint can be filed for a defect in goods (Option B) or a deficiency in services (Option A - loss/damage due to negligence is a form of deficiency).
- Unfair Contract: The 2019 Act explicitly introduced the ground of Unfair Contract (Section 2(46)), where a contract is one-sided and significantly in favor of the trader/service provider, allowing a complaint for it (Option C). This was a major addition.
- Excessive Pricing: Charging a price in excess of the declared or displayed price is categorized as an Unfair Trade Practice (Section 2(47)) and is a valid ground for complaint (Option D).

- **Comprehensive Coverage:** The CPA 2019 broadens the grounds for complaint to cover defects, deficiencies, unfair contracts, and various unfair trade practices, making all the listed options valid.

4. **For an appeal to the National Consumer Disputes Redressal Commission (NCDRC) against the order of a State Commission, what is the mandatory minimum amount of deposit or the amount specified in the order, whichever is less, that the appellant must deposit?**

**A** 25% of the amount

**B** 50% of the amount

**C** 75% of the amount

**D** 100% of the amount

### **Solution**

- **Mandatory Pre-Deposit:** Section 51 of the CPA 2019 mandates a pre-deposit for filing an appeal to the NCDRC against the order of a State Commission.
- **Quantum of Deposit:** The appellant (the person filing the appeal) is required to deposit 50% of the amount ordered by the State Commission.
- **Ceiling:** The Act specifies that the amount to be deposited must be fifty per cent of the amount or fifty thousand rupees, whichever is less. (Note: The subsequent rules and interpretation often emphasize the 50% rule to discourage frivolous appeals). Correction: The CPA 2019 (Section 51) has a clear provision: "shall be subject to the

condition that the appellant shall deposit fifty per cent. of that amount." (The cap of ₹50,000 from the 1986 Act was removed).

- **Purpose:** The main objective of this mandatory deposit is to prevent frivolous appeals and ensure that genuine consumers are compensated quickly.
- **Uniform Rule:** The 50% rule is uniformly applied for appeals across all three tiers (District to State, and State to National) where an appeal against a monetary award is being filed.

5. **A consumer complaint can be filed by electronic means, as per the Consumer Protection Act, 2019. This means the complaint can be filed:**

**A** Only through email to the appropriate Commission.

**B** Through a dedicated online portal.

**C** By sending a scanned copy of the complaint via post.

**D** Only by the complainant personally appearing before the Commission.

### **Solution**

- **Digital Filing:** Section 35(1) of the CPA 2019 explicitly allows a complaint to be filed by a consumer "or by means of electronic form".
- **E-Daakhil Portal:** To facilitate this, the Government has launched the E-Daakhil portal, a dedicated online platform for the filing of consumer complaints across the country.
- **Definition of Electronic Form:** Filing a complaint through a specific, government-mandated online portal (like E-Daakhil) is the practical interpretation of 'electronic form' for judicial/quasi-judicial proceedings, ensuring proper documentation and security.
- **Efficiency:** This provision aims to make the redressal process simpler and more accessible to consumers, especially for those in

remote locations.

- **Beyond Email:** While email might be used for communication, a formal complaint must typically be submitted through the prescribed electronic mechanism (the portal) to be officially registered and processed.

6. The term 'product liability action' was introduced in the Consumer Protection Act, 2019. A product manufacturer can be held liable for all the following EXCEPT:

- A Manufacturing a defective product.
- B Not providing adequate instructions or warnings with the product.
- C Product not conforming to the express warranty.
- D Product defect that occurred due to misuse by the consumer.**

### Solution

- Product Liability: Chapter VI of the CPA 2019 deals with product liability, holding a product manufacturer, seller, or service provider responsible for harm caused by a defective product.
- Grounds for Action: Options A, B, C, and E are all valid grounds under the Act (Sections 84-86). Manufacturers are strictly liable for design, manufacturing, instruction/warning defects, and breaches of warranty.
- Exceptions (Defences): Section 87 provides exceptions where the manufacturer/seller will NOT be liable. One such key exception is when the product was misused, altered, or modified by the consumer, and this misuse was the primary cause of the harm (Option D).

- **Focus on Manufacturer's Fault:** The product liability provisions aim to hold the manufacturer/seller accountable for defects or deficiencies within their control.
- **Consumer Responsibility:** If the harm arises purely from the consumer's improper or unanticipated use of an otherwise non-defective product, the liability shifts away from the manufacturer.

7. **The chairperson of the Central Consumer Protection Authority (CCPA) is the:**

**A** Union Minister of Consumer Affairs, Food and Public Distribution.

**B** Secretary of the Department of Consumer Affairs.

**C** Chief Justice of the Supreme Court of India.

**D** A retired High Court Judge nominated by the Central Government.

### **Solution**

- **Structure of CCPA:** The CCPA is headed by a Chief Commissioner and has two other Commissioners (one to look after goods and the other to look after services).
- **Administrative Head:** As per the rules framed under the CPA 2019, the Central Government has notified that the Secretary of the Department of Consumer Affairs (under the Ministry of Consumer Affairs, Food and Public Distribution) shall act as the Chief Commissioner of the CCPA.
- **Executive Role:** This structure ensures that the CCPA, being a regulatory and enforcement body, is headed by a senior government administrator with direct access to policy-making.
- **Distinction:** It is crucial not to confuse this with the heads of the quasi-judicial Commissions (NCDRC/SCDRC/DCDRC), which are

headed by judicial personnel (sitting or retired judges).

- **Current Provision:** The specific notification/rules establish the Secretary of the Department of Consumer Affairs as the ex-officio Chief Commissioner

8. Which of the following defines 'Misleading Advertisement' under the Consumer Protection Act, 2019?

A Any advertisement that falsely describes a product or service.

B An advertisement that gives a false guarantee.

C An advertisement that omits a material fact, thereby concealing its material information.

D All of the above.

### Solution

- Definition in CPA 2019: Section 2(28) of the Act provides a very broad and comprehensive definition of a 'Misleading Advertisement'.
- Falsity and Deception: The definition covers outright false descriptions (A), false guarantees (B), and deliberately different representations (D).
- Omission as Misleading: Crucially, it also includes the element of omission (C), where the failure to reveal material information (e.g., side effects of a medicine or hidden charges) makes the advertisement misleading, even if the statements made are technically true.

- **Expanded Scope:** The 2019 Act significantly expanded the scope of misleading advertisements, giving the CCPA strong powers to act against them, including imposing penalties on endorsers.
- **Focus on Consumer Perception:** The core test is whether the advertisement, in its overall effect, is likely to mislead a consumer acting reasonably

9. **Where should a consumer file a complaint if the complainant resides in Mumbai, the transaction took place in Pune, and the opposite party (seller) has a branch office in Nagpur?**

**A** Only in Mumbai (where the complainant resides).

**B** Only in Pune (where the transaction took place).

**C** **In Mumbai, Pune, or Nagpur.**

**D** Only in Pune or Nagpur

### **Solution**

- **Jurisdiction under CPA 2019:** The Act (Section 34) significantly expanded the territorial jurisdiction of the Commissions.
- **Earlier Act:** Under the 1986 Act, the complaint had to be filed where the opposite party resided/worked or where the cause of action arose (Pune or Nagpur).
- **New Provision (Key Change):** The CPA 2019 introduced a key provision allowing the complaint to be filed where the complainant (consumer) resides or personally works for gain (Mumbai).
- **Options for Filing:** Therefore, a consumer can file the complaint at:
  - Where the complainant resides (Mumbai).
  - Where the opposite party/branch office resides or has a place of business (Nagpur).

- Where the cause of action (transaction) arose (Pune).
- Consumer Convenience: This provision was introduced specifically to make the redressal process easier for consumers by allowing them to file the complaint from their home location

10. **What is the time limit provided under the Consumer Protection Act, 2019, for a consumer to file a complaint from the date on which the cause of action has arisen?**

**A** 1 year

**B** 2 years

**C** 3 years

**D** 5 years

### **Solution**

- **Limitation Period:** Section 69 of the CPA 2019 stipulates the limitation period for filing a consumer complaint.
- **Standard Limit:** A complaint shall not be admitted by a District Commission, State Commission, or the National Commission unless it is filed within two years from the date on which the cause of action has arisen.
- **Condonation of Delay:** The Commission, however, has the power to condone the delay if the complainant satisfies the Commission that there was sufficient cause for the delay.
- **Rationale:** The two-year period is intended to ensure that disputes are resolved quickly and evidence remains fresh, but the condonation clause provides flexibility for genuine hardship cases.

- **Cause of Action:** The 'cause of action' is the date on which the consumer first suffered harm, became aware of the defect/deficiency, or the service/warranty failed.

11. An 'Unfair Contract' under the CPA 2019 means a contract between a manufacturer/trader/service provider and a consumer which is one-sided and significantly in favour of the manufacturer/trader/service provider. Which authority has the power to declare a term of such a contract null and void?

A District Commission

B State Commission

C National Commission

D Central Consumer Protection Authority (CCPA)

### Solution

- Unfair Contract Provision: The CPA 2019 introduced the concept of 'Unfair Contract' as a new ground for complaint (Section 2(46)).
- Jurisdiction: While the consumer can file a complaint against an unfair contract in any of the three tiers, the power to declare any term of such a contract null and void is specifically vested only with the National Commission.
- Rationale: The power to void contractual terms is a significant step, and the legislature placed this power with the highest quasi-judicial body (NCDRC) to ensure consistency and prevent misuse at the lower levels.

- **Complaint Filing vs. Voiding:** A consumer can complain to a District or State Commission about an unfair contract, but if the relief sought is to void a term, only the National Commission has the ultimate authority to do so.
- **Remedy:** This is a major power shift, allowing consumer commissions to interfere with the terms of a standard-form contract

12. Which entity, under the Consumer Protection Act, 2019, has the power to impose a penalty on an endorser (celebrity) of a product for a false or misleading advertisement?

A District Consumer Disputes Redressal Commission

B State Consumer Disputes Redressal Commission

C Central Consumer Protection Authority (CCPA)

D

National Consumer Disputes Redressal Commission E. Ministry of Information and Broadcasting

### Solution

- **New Regulatory Power:** The CPA 2019 specifically introduced provisions (Sections 21) regarding penalties for false or misleading advertisements, and the power to impose these penalties is given to the CCPA.
- **Penalty on Endorsers:** The CCPA can impose a penalty on the endorser of up to ₹ 10 lakh for the first contravention and up to ₹ 50 lakh for every subsequent contravention.
- **Role of CCPA:** As the regulatory body, the CCPA has the mandate to enforce the law on advertising standards, including taking action against both the manufacturer/trader and the endorser.

- 'Due Diligence' Defence: The endorser can escape liability if they can prove that they exercised due diligence to verify the claims made in the advertisement.
- Distinction: The quasi-judicial commissions (DCDRC, SCDRC, NCDRC) primarily handle individual compensation claims (dispute redressal), while the CCPA handles enforcement and penalty/fine imposition for regulatory violations

13. **A consumer complaint involves a matter of product defect which requires testing or analysis. Under the CPA 2019, the District Commission shall, if necessary, send the sample to:**

**A** The nearest Central Government laboratory.

**B** The nearest recognised State Government laboratory.

**C** A laboratory accredited by the National Accreditation Board for Testing and Calibration Laboratories (NABL).

**D** Any accredited laboratory, as specified by the Central Government.

### **Solution**

- **Testing/Analysis:** Section 38(2)(c) of the CPA 2019 covers the procedure for the admission of a complaint requiring goods testing.
- **Authorised Laboratory:** The Commission must refer the sample to a "laboratory or organisation accredited by the National Accreditation Board for Testing and Calibration Laboratories (NABL) or any other authority established by the Central Government".
- **Specificity:** The rules mandate the use of laboratories accredited by NABL or any other specified authority to ensure the reliability and neutrality of the test results. Option C is too narrow as it misses the "or any other authority" part.

- **Government Specification:** Therefore, the most accurate option is D, which encompasses the need for accreditation and the Central Government's specification power.
- **Importance:** The quality and accreditation of the laboratory are critical to the fairness of the proceedings, which is why the Act is very specific on this requirement.

14. **As per the CPA 2019, if a manufacturer fails to comply with an order of the District Commission, what is the imprisonment term prescribed for the defaulter?**

**A**

Imprisonment for a term which may extend to 1 year or a fine up to ₹ 10,000, or both.

**B**

**Imprisonment for a term which shall not be less than 1 month, but which may extend to 3 years, or a fine up to ₹ 25,000, or both.**

**C**

Imprisonment for a term which shall not be less than 1 year, but which may extend to 7 years, or a fine up to ₹ 10 Lakhs, or both.

**D**

Imprisonment for a term which may extend to 2 years, or a fine up to ₹ 50,000, or both.

### **Solution**

- **Consequences of Non-Compliance:** Section 72 of the CPA 2019 addresses the penalty for non-compliance with the order of any Commission (District, State, or National).
- **Punishment:** The section prescribes imprisonment for a term which shall not be less than one month but which may extend to three years, or with a fine which shall not be less than twenty-five thousand rupees but which may extend to one lakh rupees, or with both.

- **Exact Match:** The closest and most accurate option, reflecting the severity of the prescribed punishment, is B, although the fine is up to ₹ 1 lakh in the Act, Option B's limits (1 month to 3 years and a minimum fine) capture the core statutory penalty. **Self-Correction:** Recalibrating Option B to match the exact statutory text for accuracy in competitive exams: Imprisonment for a term which shall not be less than 1 month, but which may extend to 3 years, or with fine which shall not be less than ₹ 25,000 but which may extend to ₹ 1 Lakh, or both.
- **Significance:** This provision gives significant teeth to the Commissions' orders, making non-compliance a serious criminal offence.
- **Purpose:** This provision is a strong deterrent, ensuring compliance with the quasi-judicial orders passed to protect consumers

15. **The chairperson of the National Consumer Disputes Redressal Commission (NCDRC) shall be a person who is or has been a:**

**A** Judge of the High Court.

**B** Secretary to the Government of India.

**C** Judge of the Supreme Court.

**D** Chief Justice of a High Court.

### **Solution**

- **NCDRC Composition:** Section 53 of the CPA 2019 governs the composition of the National Commission.
- **Chairperson (President):** The President of the NCDRC must be a person who is or has been a Judge of the Supreme Court (appointed by the Central Government after consultation with the Chief Justice of India).
- **State Commission:** In contrast, the President of the State Commission must be a person who is or has been a Judge of a High Court.
- **District Commission:** The President of the District Commission must be a person who is qualified to be a District Judge.
- **Judicial Leadership:** This structure ensures that the NCDRC, being the apex quasi-judicial body in the consumer protection framework,

is headed by an individual with the highest level of judicial experience and authority.

16. **The e-commerce rules under the CPA 2019 mandate that e-commerce entities must provide certain information. Which of the following is NOT a mandatory disclosure for an e-commerce entity?**

- A** Country of origin of the product.
- B** Ticket number for consumer grievance redressal.
- C** Seller-specific information (e.g., identity, contact details).
- D** **Details of the political affiliation of the seller.**

### **Solution**

- E-commerce Rules, 2020: These rules were framed under the CPA 2019 to regulate e-commerce.
- Mandatory Disclosures: E-commerce entities are required to disclose a significant amount of information to promote transparency, including the country of origin (A), the complete identity and contact details of the seller (C), and detailed policies on exchange, return, and refund (E). They must also provide a grievance redressal mechanism (B).
- Irrelevant Information: The political affiliation of the seller (D) is irrelevant to the product, service, or transaction and is not a matter of consumer protection, hence it is not a mandatory disclosure.

- **Transparency:** The rules focus on ensuring consumers have all the necessary information to make an informed choice and to pursue redressal if necessary.
- **Focus of Regulation:** The CPA 2019 focuses on commercial practices, not personal or political details of the service providers

**17. The President of the District Consumer Disputes Redressal Commission (DCDRC) shall be appointed by the State Government based on the recommendation of a Selection Committee. Who heads this Selection Committee?**

**A** Chief Justice of the concerned High Court.

**B** Minister in charge of Consumer Affairs of the State

**C** Secretary of the Department of Consumer Affairs of the State.

**D** A retired High Court Judge nominated by the State Government.

### **Solution**

- **Appointment Process:** Section 39 of the CPA 2019 outlines the composition and appointment procedure for the District Commission.
- **Selection Committee:** The appointment of the President and members of the DCDRC is based on the recommendation of a Selection Committee.
- **Head of Committee:** This Selection Committee is headed by the Chief Justice of the High Court (or a Judge of the High Court nominated by the Chief Justice).
- **Judicial Input:** This ensures that the head of the Commission, who must be a person qualified to be a District Judge, is chosen with

significant input from the highest judicial authority in the State, maintaining the quasi-judicial nature of the body.

- **Consultative Requirement:** The appointment is a result of consultation and recommendation, ensuring a check and balance in the selection process.

18. Which of the following is considered a Restrictive Trade Practice under the Consumer Protection Act, 2019?

A Selling goods at excessively high prices.

B

Requiring a consumer to buy a product as a condition for buying another product.

C Manufacturing goods that are hazardous to health.

D Omitting material facts in an advertisement.

### Solution

- Restrictive Trade Practice (RTP): Section 2(41) defines an RTP as one which tends to bring about manipulation of price or its conditions of delivery or to affect the flow of supplies in the market relating to goods or services in such a manner as to impose unjustified costs or restrictions on consumers.
- Tied Selling: Tied Selling (linking the purchase of one good/service to another) is a classic example of an RTP specifically addressed in the Act (Option B).
- Unfair Trade Practices: Options A, C, D, and E are typically classified as Unfair Trade Practices (UTP) (Section 2(47)).
- C and D are covered under the broad definition of UTP and misleading ads.

- A and E relate to pricing/billing and are explicitly listed as UTPs.
- Market Manipulation: RTPs generally involve practices that distort the market, forcing the consumer to make an unwanted purchase (tying arrangement).
- Distinction: The key is to distinguish between a practice that is 'unfair' to the consumer (UTP) and a practice that 'restricts' the consumer's choice or market supply (RTP).

19. Under the Consumer Protection Act, 2019, who among the following is NOT considered an 'endorser' liable for a misleading advertisement?

- A** A celebrity who appears in the advertisement.
- B** A service provider (e.g., a bank) whose services are being advertised.
- C** A person who gives testimony or opinion in the advertisement.
- D** A manufacturer whose product is being advertised.

### Solution

- **Definition of Endorser:** Section 2(18) defines an 'endorser' broadly as a person who vouches for the advertisement through any means, like giving a testimony or an opinion. This includes celebrities, experts, and public figures (A, C, E).
- **Manufacturer's Role:** The manufacturer or trader is the advertiser/producer of the advertisement, not the endorser. They are the primary party against whom action is taken for a misleading advertisement (Section 89).
- **Service Provider (B):** A service provider can be both the advertiser and, if the advertisement is in the form of a testimonial, can also be an endorser. The question is better read as the party producing the ad.

- **Distinct Liability:** The CPA 2019 introduced separate, distinct penalties for the advertiser (manufacturer/trader) and the endorser.
- **Focus:** The liability of the manufacturer (D) is primary and direct for the advertisement content, whereas the liability of the endorser is secondary and for the vouching part

20. **The District Consumer Disputes Redressal Commission shall consist of a President and at least:**

**A** One member

**B** Two members

**C** Three members

**D** Four members

### **Solution**

- **Composition:** Section 38(1) of the CPA 2019 states that the District Commission shall consist of a President and "not less than one and not more than such number of members as may be prescribed".
- **Minimum Requirement:** The statutory minimum required is the President and one member.
- **Bench Strength:** For hearing complaints, the Act generally requires a minimum of two members (a bench including the President and at least one member). The provision specifies the composition of the Commission itself, not the bench for every hearing.
- **Official Rules:** The rules usually specify a higher number of members to handle the caseload, but the statutory minimum for the constitution of the Commission is the President and at least one member.

- **Gender Representation:** The Act also mandates that every Commission (District, State, and National) shall have at least one woman member

21. **The Consumer Protection Act, 2019, specifically exempts a transaction from the definition of 'service' if the service is rendered:**

**A** Free of charge.

**B** Under a contract of personal service.

**C** Through an e-commerce platform.

**D Both A and B.**

### **Solution**

- Exclusion from 'Service': The definition of 'service' under Section 2(42) of the CPA 2019 specifically excludes two categories:
- Free of Charge: The rendering of any service free of charge (A).
- Contract of Personal Service: A service rendered under a contract of personal service (B).
- Personal Service: 'Contract of personal service' implies a relationship akin to master and servant (e.g., an employee working for an employer), which is governed by labour laws, not consumer law.
- 'Hired Service': The Act covers a 'contract for service' (where the service provider is an independent professional, e.g., a lawyer, doctor) but not a 'contract of service' (employer/employee).

- **E-commerce Inclusion:** E-commerce (C) is explicitly included in the definition of service, as the law aims to protect online consumers.
- **Scope of Protection:** The CPA 2019 protects services where a price (consideration) is paid, or where the relationship is not one of employment

22. Under the CPA 2019, a complaint concerning a matter that is sub-judice (pending) in any civil court:

- A** Can still be entertained by the Consumer Commission.
- B** Must be summarily dismissed by the Consumer Commission.
- C** Must be compulsorily referred to mediation by the Commission.
- D** Can be transferred to the Consumer Commission by the Civil Court.

### Solution

- **Concurrent Jurisdiction:** The CPA 2019 allows for concurrent jurisdiction. The remedies provided under the Act are in addition to and not in derogation of the provisions of any other law (Section 100).
- **Civil Court Exclusion:** Section 100 of the CPA 2019 clearly states that the provisions of this Act are in addition to and not in derogation of the provisions of any other law.
- **Specific to Consumer Forums:** The consumer courts are specialized forums established to provide a simpler and speedier remedy. They are not substitutes for civil courts but parallel options.
- **No Bar:** Unless the subject matter is exactly the same and the Civil Court has already delivered a final judgment, a complaint can still be entertained. The principle of res sub-judice (a matter under

judgment) only applies strictly between courts of the same or corresponding jurisdiction. The consumer courts are a sui generis (of its own kind) mechanism.

- **Relief:** A consumer often has the choice to pursue a remedy in a consumer forum or a civil court; the existence of one does not automatically bar the other, though choosing one may prevent a remedy in the other.

23. A 'Voluntary Consumer Association' wishing to file a consumer complaint on behalf of multiple consumers must be:

**A** Registered under any law for the time being in force

**B** An association of individuals, whether incorporated or not.

**C** Approved by the Central Consumer Protection Authority (CCPA).

**D**

Registered under the Societies Registration Act, 1860, or the Companies Act, 2013.

### Solution

- **Definition of Complainant:** Section 2(5) defines a 'Complainant' and includes any Voluntary Consumer Association registered under any law for the time being in force.
- **Broad Registration:** The Act does not restrict the registration to a specific law like the Societies or Companies Act; it accepts registration under any relevant law (A).
- **Legal Status:** The key requirement is that the association must have a formal, legal existence through registration to ensure accountability and legitimate representation of consumer interests.
- **Exclusion:** An unregistered association of individuals (B) or one that is only approved by the CCPA or State Council (C, E) does not meet the legal requirement for filing a complaint.

- **Locus Standi:** This provision gives 'locus standi' (the right to bring an action) to organised consumer groups to file class action complaints

24. **The Central Consumer Protection Council (CCPC) is a/an:**

**A** Quasi-judicial body for dispute redressal.

**B** Regulatory and enforcement body.

**C** **Advisory body to promote and protect the rights of the consumers.**

**D** Appellate tribunal for consumer appeals

### **Solution**

- **Advisory Role:** The Central Consumer Protection Council (CCPC), State Councils (SCPC), and District Councils (DCPC) are primarily advisory bodies established under Sections 3-8 of the CPA 2019.
- **Mandate:** Their objective is to promote and protect the rights of consumers as laid down in the Act by advising on policy matters.
- **Difference from CCPA/Commissions:** It is critical to distinguish the non-statutory/advisory Council (CCPC) from the statutory/regulatory Authority (CCPA) and the quasi-judicial Commissions (NCDRC/SCDRC/DCDRC).
- **Composition:** The Central Council is headed by the Union Minister in charge of Consumer Affairs and includes officials and non-official members representing consumer interests.
- **Function:** They review consumer protection policies, suggest effective implementation measures, and deliberate on other

consumer-related issues.

25. A consumer complaint filed in the District Commission shall be decided as expeditiously as possible, and effort shall be made to decide the complaint within a period of three months from the date of receipt of notice by the opposite party. This three-month period applies to cases:

A Requiring laboratory testing or analysis of goods.

**B Not requiring laboratory testing or analysis of goods.**

C Involving an unfair contract.

D Where the value of consideration is less than ₹ 10 Lakhs

### Solution

- **Expeditious Disposal:** Section 38(6) of the CPA 2019 sets time limits for the disposal of complaints.
- **Three-Month Limit:** The standard time frame for disposal is three months from the date of receipt of notice by the opposite party, provided the complaint does not require analysis or testing of commodities.
- **Five-Month Limit:** If the complaint relates to goods that require testing or analysis (Option A), the period is extended to five months.
- **Statutory Goal:** These time limits are a goal the Commission strives for, reflecting the Act's intention for speedy justice, although they

are often not strictly adhered to in practice.

- Distinction: The key is the distinction between cases with simple documentary evidence and those requiring technical expert opinion (laboratory testing)

**26. If a complainant files a complaint in the wrong District Commission, the Commission may return the complaint with an endorsement to present it before the appropriate Commission. What is the time limit for the complainant to present the complaint to the appropriate Commission?**

**A** Within 7 days

**B** Within 15 days

**C** Within 30 days

**D** Within 45 days

### **Solution**

- **Transfer Provision:** Section 37 of the CPA 2019 deals with the transfer or return of complaints due to lack of territorial or pecuniary jurisdiction.
- **Return and Re-filing:** If the Commission finds it lacks jurisdiction, it can return the complaint, and the complainant then has a period of thirty days from the date of receipt of the complaint to present it before the appropriate Commission.
- **Mandate for Endorsement:** The Commission must make an endorsement (note) on the complaint indicating the date of its presentation and return.

- **Purpose:** This provision streamlines the process, prevents a fresh complaint from being treated as time-barred (since the original filing date is preserved), and saves the consumer the trouble of restarting the entire process.
- **Strict Timelines:** Consumer law often relies on strict time limits to ensure speedy resolution, and this 30-day window is one such measure

**27. The District Commission's order is appealable to the State Commission. What is the time limit for filing this appeal under the Consumer Protection Act, 2019?**

**A** Within 30 days from the date of the order.

**B** Within 45 days from the date of the order.

**C** Within 60 days from the date of the order.

**D** Within 90 days from the date of the order.

### **Solution**

- **Appeal Provision:** Section 41 of the CPA 2019 governs the appeal from the District Commission to the State Commission.
- **Time Limit:** The appeal must be filed within a period of forty-five days from the date of the order of the District Commission.
- **Condonation:** Similar to the complaint filing limit, the State Commission has the power to condone the delay if the appellant shows sufficient cause for the delay.
- **Uniformity:** The 45-day limit is also maintained for the appeal from the State Commission to the National Commission (Section 51) and from the National Commission's order (original jurisdiction) to the Supreme Court (Section 67).

- **Ensuring Finality:** This fixed and relatively short period ensures that the decisions of the Commissions achieve finality quickly, aiding the consumer's right to timely redressal.

28. **The Consumer Protection Act, 2019, ensures that the liability of an e-commerce platform for a defective product sold on its platform is governed by the principles of:**

- A** Absolute Liability, holding the platform always responsible.
- B** Strict Liability, holding the platform responsible regardless of negligence.
- C** **Product Liability, holding the platform liable as a 'seller' if it exercises control over the transaction.**
- D** No Liability, as the platform is only an intermediary.

### **Solution**

- **Product Liability in E-commerce:** The CPA 2019 extends product liability to all entities in the chain, including e-commerce platforms.
- **E-commerce 'Seller':** The E-commerce Rules, 2020 (under CPA 2019) define the roles. An e-commerce entity is generally an intermediary, but it can be held liable as a 'seller' if it engages in practices like:
  - Selling its own goods/services.
  - Failing to disclose seller information, thereby obscuring the true seller.
  - Representing itself as the seller (e.g., through its brand name).

- **Product Liability Action:** If the e-commerce entity qualifies as a 'seller' under the product liability chapter (Chapter VI), it can be held liable.
- **Distinction from Intermediary:** The Act tries to balance the platform's role as an intermediary (where it has protection) with its actual involvement and control over the sale, moving away from a complete 'no liability' shield.
- **Focus:** The liability is based on the specific principles of Product Liability (defect, false warranty, etc.) and whether the platform's role crossed the line from intermediary to seller.

29. Which of the following is **NOT** a mandatory relief that the District Commission can grant to a complainant?

**A** To return to the complainant the price or the charges paid.

**B** To award compensation to the consumer for any loss or injury suffered.

**C** To issue an injunction against the opposite party to prevent a future transaction.

**D** To remove the defects in goods or deficiencies in services.

### Solution

- Relief under Section 39: Section 39 of the CPA 2019 lists the specific reliefs the District Commission can order.
- Common Remedies: Options A, B, D, and E are all explicitly listed remedies: refund of price (A), compensation for loss (B), removal of defects (D), and award of punitive damages (E) (a key addition in the 2019 Act for egregious conduct).
- Injunctions: While the Commissions have the power to order the opposite party to discontinue an unfair practice or the offering of hazardous goods/services (a form of mandatory injunction), the power to issue a general injunction to prevent a future transaction (C) is a broader equitable relief typically reserved for civil courts.

- **Focus of Commissions:** The Commissions' focus is on redressal for a past grievance and correcting the immediate wrong, not on preemptively preventing non-specific future commercial dealings.
- **Specific Power:** The power to issue injunctions is exercised in the specific context of stopping the offensive conduct (e.g., misleading ads, unfair trade practice) but not to stop all future commercial interactions

30. **The maximum financial penalty the Central Consumer Protection Authority (CCPA) can impose on a manufacturer or service provider for a misleading advertisement for the first time is:**

**A** ₹ 5 Lakhs

**B** ₹ 10 Lakhs

**C** ₹ 20 Lakhs

**D** ₹ 50 Lakhs

### **Solution**

- **Penalties on Manufacturer/Service Provider:** Section 21(2) of the CPA 2019 prescribes the penalties for misleading advertisements.
- **First Contravention:** For the first contravention, the CCPA may impose a penalty on the manufacturer or endorser that may extend to ten lakh rupees.
- **Subsequent Contravention:** For any subsequent contravention, the penalty may extend to fifty lakh rupees.
- **Distinction from Endorser:** The penalty amount for the manufacturer is the same as the initial penalty for the endorser (up to ₹ 10 Lakhs), but the manufacturer/service provider also faces the risk of imprisonment in case of non-compliance.

- **Purpose:** This provision is a powerful tool for the CCPA to curb deceptive advertising, which is a major violation of the consumer's 'right to be informed'



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