

ભારત સરકાર સંદર્ભ

71 cell
09112

અન્ન, નાગરિક પુરવઠા અને ગ્રા.બા.નો વિભાગ
ક્રમાંક: કમવ/૧૦૨૦૨૧/૨૯૯૬૪૧/૬
બ્લોક-૧૪, પાંચમો માળ, સરદાર ભવન
નવા સચિવાલય, ગાંધીનગર
તા. ૨૭/૧૦/૨૦૨૧

પ્રતિ,

અધિક મુખ્ય સચિવશ્રી/અગ્ર સચિવશ્રી/સચિવશ્રી,
તમામ વિભાગો, ગુજરાત સરકાર,
સચિવાલય, સેક્ટર-૧૦,
ગાંધીનગર.



વિષય: ગ્રાહક સુરક્ષા (ઇ-કોમર્સ) નિયમો - 2020 ના સંદર્ભમાં વેચાણકર્તાઓ
દ્વારા માર્કેટપ્લેસ ઇ-કોમર્સ પ્લેટફોર્મ પર આપવામાં આવેલી માહિતી
પ્રદર્શિત કરવા બાબત.

શ્રીમાન,

ઉપર્યુક્ત વિષયે ભારત સરકારનો તા.૦૧/૧૦/૨૦૨૧નો ઓફીસ મેમોરેન્ડમ તેના
બિડાણ સહ આપને મોકલી આપતા જણાવવાનું કે ગ્રાહક સુરક્ષા (ઇ-કોમર્સ) નિયમો -
2020ની (નકલ સામેલ છે) કલમ-૪ ના પેટા નિયમ-(૬) માં જણાવ્યા મુજબ વેચાણકર્તા
દ્વારા ગ્રાહકોના તકરાર નિવારણ માટે આપેલ તકરાર નિવારણ અધિકારીના નામ, કોટેક્ટ
નંબર, હોદ્દાની વિગતો સાથેની અન્ય તમામ વિગતો માર્કેટપ્લેસ ઇ-કોમર્સ એન્ટિટીને
આપવાની રહેશે. આ નિયમોની કલમ - ૬(૩)૯ મુજબ માર્કેટપ્લેસ ઇ-કોમર્સ એન્ટિટીએ સેલર
દ્વારા આપવામાં આવેલ તમામ વિગતો તેના પ્લેટફોર્મ પર ઉપયોગ કરતાં સરળતાથી અને
સ્પષ્ટરૂપે મળી રહે તે રીતે પ્રદર્શિત કરવાની રહેશે.

૨. આથી, કોઈપણ વ્યક્તિ ઉપરોક્ત નિયમોનું ઉલ્લંઘન કરતા જોવા મળે તો એક્ટ હેઠળ
કાર્યવાહી થઈ શકે છે, જો સેન્ટ્રલ કંઝ્યુમર પ્રોટેક્શન ઓથોરીટીને ઇન્વેસ્ટિગેશન પછી, એવું
માનવાનું કારણ છે કે આ પ્રથા ગ્રાહકોના હિત માટે અન્યાયી અને પ્રતિકૂળ છે.

૩. જેથી, રાજ્ય સરકાર હેઠળના તમામ વિભાગોને ગ્રાહક સુરક્ષા (ઇ-કોમર્સ) નિયમો -
2020 ના સંદર્ભમાં વેચાણકર્તાઓ દ્વારા માર્કેટપ્લેસ ઇ-કોમર્સ એન્ટિટીને આપેલ માહિતી ઇ-

કોમર્સ એન્ટીટીએ તેના પ્લેટફોર્મ પર પ્રદર્શિત કરવાની સલાહનો વ્યાપક પ્રસાર કરવા તથા તેનું જરૂરી પાલન સુનિશ્ચિત કરવા તથા પ્રભાવિત કરવા સંબંધિતોને જાણ કરવા વિનંતી છે.

આપનો વિશ્વાસુ,

(પંકજ પંચાભ)

નાયબ સચિવ

અન્ન, ના.પુ.અને ગ્રા.બા નો વિભાગ.

બિડાણ :- ઉપર મુજબ.

નકલ રવાના:

- (૧) નિયામકશ્રી, અન્ન અને નાગરિક પૂરવઠા કચેરી, છશ્ત્રો માળ, બ્લોક નં.૧૪, સચિવાલય, ગાંધીનગર.
- (૨) નિયંત્રકશ્રી, કા.મા.વિ. અને નિયામકશ્રી, ગ્રા.સુ. કચેરી, ડી-૧ વિંગ, સાતમો માળ, બ્લોક નં.૨, કર્મચોગી ભવન, સેક્ટર-૧૦ એ, ગાંધીનગર.
- (૩) રજિસ્ટ્રારશ્રી, રાજ્ય ગ્રાહક તકરાર નિવારણ કમિશન, "ગ્રાહક ભવન", ગોતા ચાર રસ્તા પાસે, એસ.જી. હાઇ-વે, ગોતા, અમદાવાદ.

y. 8/10/21

F. No. J-25/59/2021-CCPA
Government of India
Ministry of Consumer Affairs, Food & Public Distribution
Department of Consumer Affairs

Krishi Bhawan, New Delhi
Dated the 1st October, 2021.

OFFICE MEMORANDUM

Subject: Advisory in terms of Consumer Protection (E-Commerce) Rules, 2020 for displaying information provided by sellers to marketplace e-commerce platforms-reg

The undersigned is directed to issue the annexed Advisory for compliance of provisions of Consumer Protection (E-Commerce) Rules, 2020 as applicable to all marketplace e-commerce entities to safeguard interests of consumers and prevent violation of consumer rights while purchasing goods or services using e-commerce

2. All stakeholders are requested to give wide dissemination of the Advisory among your members and impress upon them to ensure necessary compliance.
3. This issues with the approval of competent authority



P.K. Tyagi
Under Secretary to the Govt. of India
Tel. No.011-23070481

Copy to

1. All Central Government Departments
2. All States and Union Territories
3. All Industry Associations
4. Press Information Bureau

27/10/21
4/10/21

GOEL
05/10/2021

File No. J-25/59/2021-CCPA
Central Consumer Protection Authority

Krishi Bhawan, New Delhi
Dated: 30th September, 2021

Subject: Advisory in terms of Consumer Protection (E-Commerce) Rules, 2020 for displaying information provided by sellers to marketplace e-commerce platforms.

Whereas, the Central Consumer Protection Authority, has been established under the provisions of the Consumer Protection Act, 2019, to regulate matters relating to violation of rights of consumers, unfair trade practices and false or misleading advertisements which are prejudicial to the interest of public and consumers and to promote and enforce the rights of consumers as a class.

2. Whereas, owing to safety measures and movement restrictions on account of the Covid-19 pandemic, consumers are increasingly choosing e-commerce as a medium to purchase goods and services.

3. Whereas, it has come to the notice of the Central Consumer Protection Authority that some marketplace e-commerce entities are not displaying details of sellers as required to be displayed under Rule 5(3)(e) of the Consumer Protection (E-Commerce) Rules, 2020 on their platform.

4. Whereas, in terms of Rule 5(3)(e) of the Consumer Protection (E-Commerce) Rules, 2020 every marketplace e-commerce entity is required to provide in a clear and accessible manner, displayed prominently to its users at the appropriate place on its platform, all information provided to it by sellers under sub-rule (5) of rule 6 including the name and contact numbers, and designation of the grievance officer for consumer grievance redressal or for reporting any other matter.

5. Whereas, any person found violating the above rules may face action under the Act, if, after investigation, the Central Authority has reason to believe that the practices are found unfair and prejudicial to consumers' interest.

6. Hence, Industry associations are hereby requested to give wide publicity to the provisions of the ibid rules and to impress upon their members to ensure compliance of the rules to ensure adequate redressal mechanism is accessible to consumers while purchasing goods or services using e-commerce.

Anupam

Anupam Mishra

Commissioner, CCPA

- (च) दर्ज की गई प्रत्येक शिकायत के लिए एक टिकट नम्बर जिसके माध्यम से उपभोक्ता शिकायत की स्थिति का पता लगा सकता है;
- (2) कोई भी तालिका ई-वाणिज्य इकाई अनुचित तरीके से स्वयं को किसी उपभोक्ता के रूप में प्रदर्शित नहीं करेगा और किसी वस्तुओं या सेवाओं या वस्तु या सेवा के गुणों या विशेषताओं के बारे में दुर्व्यपदेशन नहीं करेगा।
- (3) प्रत्येक तालिका ई-वाणिज्य इकाई यह सुनिश्चित करेगी कि वस्तुओं या सेवाओं के विपणन के विज्ञापन उन वस्तुओं या सेवाओं की वास्तविक विशिष्टताओं, सुलभता और उपयोग परिस्थितियों के अनुरूप हैं;
- (4) कोई तालिका ई-वाणिज्य इकाई यदि वस्तुएं या सेवाएं यथाविज्ञापित या यथासम्मत विशिष्टताओं या गुणों की नहीं होती हैं या यदि ऐसी वस्तुओं का परिदान उल्लिखित परिदान समयावधि से देरी से किया जाता है तो क्रय की गई या क्रय किए जाने के लिए सम्मत वस्तुओं को वापस लेने, या सेवाओं को वापस हटाने या बंद करने से इनकार नहीं करेगा या प्रतिफल, यदि संदत्त किया गया हो, की वापसी के लिए इनकार नहीं करेगा:
- परंतु देरी से परिदान के मामले में, यदि ऐसे परिदान में देरी अनिवार्य बाध्यता के कारण हुई थी, तो यह उप-नियम लागू नहीं होगा।
- (5) ऐसी कोई तालिका ई-वाणिज्य इकाई, जो उसके द्वारा बिक्री की गई वस्तुओं या सेवाओं की प्रामाणिकता के लिए स्पष्ट या अस्पष्ट रूप से समर्थन करती है या यह गारंटियां देती है कि ऐसी वस्तुएं या सेवाएं प्रामाणिक हैं, ऐसी वस्तु या सेवा की प्रामाणिकता के संबंध में किसी कार्यवाही में समुचित दायित्व वहन करेगी।
8. **नियमों का उल्लंघन:**— उपभोक्ता संरक्षण अधिनियम, 2019 (2019 का 35) के उपबंध इन नियमों के उपबंधों के किसी भी उल्लंघन पर लागू होंगे।

[फा.सं. जे-10/3/2018-सीपीयू]

अमित मेहता, संयुक्त सचिव

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

NOTIFICATION

New Delhi, 23rd July, 2020

G.S.R. 462(E).—In exercise of the powers conferred by sub-clause (zg) of sub-section (1) of section 101 of the Consumer Protection Act, 2019 (35 of 2019), the Central Government hereby makes the following rules, namely: -

1. **Short title and commencement.** — (1) These rules may be called the Consumer Protection (E-Commerce) Rules, 2020.
- (2) They shall come into force on the date of their publication in the Official Gazette.
2. **Scope and Applicability.** — (1) Save as otherwise expressly provided by the Central Government by notification, these rules shall apply to:
 - (a) all goods and services bought or sold over digital or electronic network including digital products;
 - (b) all models of e-commerce, including marketplace and inventory models of e-commerce;
 - (c) all e-commerce retail, including multi-channel single brand retailers and single brand retailers in single or multiple formats; and
 - (d) all forms of unfair trade practices across all models of e-commerce:

Provided that these rules shall not apply to any activity of a natural person carried out in a personal capacity not being part of any professional or commercial activity undertaken on a regular or systematic basis.
- (2) Notwithstanding anything contained in sub-rule (1), these rules shall apply to a e-commerce entity which is not established in India, but systematically offers goods or services to consumers in India.
3. **Definitions.** — (1) In these rules unless the context otherwise requires, —
 - (a) "Act" means the Consumer Protection Act, 2019 (35 of 2019);

- (b) "e-commerce entity" means any person who owns, operates or manages digital or electronic facility or platform for electronic commerce, but does not include a seller offering his goods or services for sale on a marketplace e-commerce entity;
- (c) "grievance" includes any complaints to an e-commerce entity regarding violations of the provisions of the Act and the rules made thereunder;
- (d) "GSTIN" means the Goods and Services Tax Identification Number as under the Central Goods and Services Tax Act, 2017 (12 of 2017);
- (e) "information" shall have the same meaning as to it clause (v) of sub-section (1) of section 2 of the Information Technology Act, 2000 (21 of 2000);
- (f) "inventory e-commerce entity" means an e-commerce entity which owns the inventory of goods or services and sells such goods or services directly to the consumers and shall include single brand retailers and multi-channel single brand retailers;
- (g) "marketplace e-commerce entity" means an e-commerce entity which provides an information technology platform on a digital or electronic network to facilitate transactions between buyers and sellers;
- (h) "PAN" means Permanent Account Number as under section 139A of the Income Tax Act, 1961 (43 of 1961);
- (i) "platform" means an online interface in the form of any software including a website or a part thereof and applications including mobile applications;
- (j) "ranking" means the relative prominence or relevance given to the goods or services offered through a marketplace e-commerce entity, as presented, organised or communicated by such entity, irrespective of the technological means used for such presentation, organisation or communication;
- (k) "seller" means the product seller as defined in clause (37) of section 2 of the Act and shall include any service provider;
- (l) "user" means any person who accesses or avails any computer resource of an e-commerce entity.

(2) The words and expressions used herein and not defined, but defined in the Act or in the Information Technology Act, 2000 (21 of 2000) or the rules made thereunder shall have the same meaning as respectively assigned to them in those Acts or rules.

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:--

- (क) legal name of the e-commerce entity;
 - (ख) principal geographic address of its headquarters and all branches;
 - (ग) name and details of its website; and
 - (घ) 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;
- (इ) all information provided to it by sellers under sub-rule (5) of rule 6; and

- (च) 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.

6. **Duties of sellers on marketplace.** – (1) No seller offering goods or services through a marketplace e-commerce entity shall adopt any unfair trade practice whether in the course of the offer on the e-commerce entity's platform or otherwise.

- (2) No such seller shall falsely represent itself as a consumer and post reviews about goods or services or misrepresent the quality or the features of any goods or services.
- (3) No seller offering goods or services through a marketplace e-commerce entity shall refuse to take back goods, or withdraw or discontinue services purchased or agreed to be purchased, or refuse to refund consideration, if paid, if such goods or services are defective, deficient or spurious, or if the goods or services are not of the characteristics or features as advertised or as agreed to, or if such goods or services are delivered late from the stated delivery schedule:

Provided that in the case of late delivery, this sub-rule shall not be applied if such late delivery was due to force majeure.

- (4) Any seller offering goods or services through a marketplace e-commerce entity shall:
- have a prior written contract with the respective e-commerce entity in order to undertake or solicit such sale or offer;
 - appoint a grievance officer for consumer grievance redressal and ensure that the grievance officer acknowledges the receipt of any consumer complaint within forty-eight hours and redresses the complaint within one month from the date of receipt of the complaint;
 - ensure that the advertisements for marketing of goods or services are consistent with the actual characteristics, access and usage conditions of such goods or services.
 - provide to the e-commerce entity its legal name, principal geographic address of its headquarters and all branches, the name and details of its website, its e-mail address, customer care contact details such as fax, landline, and mobile numbers and where applicable, its GSTIN and PAN details.
- (5) Any seller offering goods or services through a marketplace e-commerce entity shall provide the following information to the e-commerce entity to be displayed on its platform or website:
- all contractual information required to be disclosed by law;
 - total price in single figure of any good or service, along with the breakup price for the good or service, showing all the compulsory and voluntary charges such as delivery charges, postage and handling charges, conveyance charges and the applicable tax, as applicable;
 - all mandatory notices and information provided by applicable laws, and the expiry date of the good being offered for sale, where applicable;
 - all relevant details about the goods and services offered for sale by the seller including country of origin which are necessary for enabling the consumer to make an informed decision at the pre-purchase stage;
 - the name and contact numbers, and designation of the grievance officer for consumer grievance redressal or for reporting any other matter;
 - name and details of importer, and guarantees related to the authenticity or genuineness of the imported products;

- (g) accurate information related to terms of exchange, returns, and refund including information related to costs of return shipping in a clear and accessible manner;
- (h) relevant details related to delivery and shipment of such goods or services; and
- (i) any relevant guarantees or warranties applicable to such goods or services.

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

- (1) Every inventory e-commerce entity shall provide the following information in a clear and accessible manner, displayed prominently to its users:
 - (a) accurate information related to return, refund, exchange, warranty and guarantee, delivery and shipment, cost of return shipping, mode of payments, grievance redressal mechanism, and any other similar information which may be required by consumers to make informed decisions;
 - (b) all mandatory notices and information required by applicable laws;
 - (c) information on available payment methods, the security of those payment methods, the procedure to cancel regular payments under those methods, any fees or charges payable by users, charge back options, if any, and the contact information of the relevant payment service provider;
 - (d) all contractual information required to be disclosed by law;
 - (e) total price in single figure of any good or service along with the breakup price for the good or service, showing all the compulsory and voluntary charges, such as delivery charges, postage and handling charges, conveyance charges and the applicable tax; and
 - (f) a ticket number for each complaint lodged, through which the consumer can track the status of their complaint.
- (2) No inventory e-commerce entity shall falsely represent itself as a consumer and post reviews about goods and services or misrepresent the quality or the features of any goods or services.
- (3) Every inventory e-commerce entity shall ensure that the advertisements for marketing of goods or services are consistent with the actual characteristics, access and usage conditions of such goods or services;
- (4) No inventory e-commerce entity shall refuse to take back goods, or withdraw or discontinue services purchased or agreed to be purchased, or refuse to refund consideration, if paid, if such goods or services are defective, deficient spurious, or if the goods or services are not of the characteristics or features as advertised or as agreed to, or if such goods or services are delivered late from the stated delivery schedule:

Provided that in the case of late delivery, this sub rule shall not apply if such late delivery was due to force majeure.
- (5) Any inventory e-commerce entity which explicitly or implicitly vouches for the authenticity of the goods or services sold by it, or guarantees that such goods or services are authentic, shall bear appropriate liability in any action related to the authenticity of such good or service.

- 8. Contravention of rules.** — The provisions of the Consumer Protection Act, 2019 (35 of 2019) shall apply for any violation of the provisions of these rules.

[F. No. J-10/3/2018-CPU]

AMIT MEHTA, Jt. Secy.

