

# Consumer Affairs and Customer Care PYQ 2019

## **Q1. (a) Briefly describe any one ADR mechanism for out of court settlement of consumer disputes.**

Ans1. One Alternative Dispute Resolution (ADR) mechanism for out-of-court settlement of consumer disputes is Mediation. Mediation is a voluntary process in which a neutral third party, the mediator, facilitates communication and negotiation between the parties in a dispute with the goal of reaching a mutually satisfactory resolution.

In mediation, the mediator does not impose a decision on the parties, but rather assists them in finding a solution that meets their interests and needs. The mediator helps the parties clarify their issues, interests, and concerns, and guides them in generating options for resolution. The mediator also helps the parties explore potential solutions and assists them in reaching a settlement that both parties agree upon.

Mediation can be used to resolve various types of consumer disputes, such as disputes related to product defects, service quality, warranties, refunds, billing, contracts, and other consumer-related matters. It can be conducted in-person or through online platforms, and the process is confidential, allowing the parties to freely express their concerns and explore potential solutions without the need for a formal legal process.

One of the key benefits of mediation is that it allows the parties to have control over the outcome of the dispute and provides an opportunity for a win-win resolution, where both parties can feel satisfied with the outcome. Mediation can also be more cost-effective and time-efficient compared to formal legal proceedings.

Overall, mediation is a flexible and effective ADR mechanism for out-of-court settlement of consumer disputes, providing an alternative approach to resolving disputes in a cooperative and collaborative manner.

## **Q1. (b) What is Maximum Retail Price? How does a consumer gain from the provisions of MRP?**

Ans1 b Maximum Retail Price (MRP) is the highest price that a manufacturer or seller can legally charge from consumers for a product or service. It is inclusive of all taxes, packaging, and other charges, and is printed on the product or displayed prominently at the point of sale.

The provisions of MRP benefit consumers in several ways:

**Price Transparency:** MRP ensures that consumers are aware of the maximum price they can be charged for a product or service. This promotes price transparency and prevents sellers from charging arbitrary prices or engaging in unfair pricing practices.

**Protection from Overcharging:** MRP serves as a safeguard against overcharging by sellers. Consumers can verify the MRP of a product and ensure that they are not being charged more than the maximum allowed price.

**Consumer Empowerment:** MRP empowers consumers by giving them the right to demand products or services at the printed price. If a product is sold above the MRP, consumers have the option to report the violation and seek redressal.

**Fair Competition:** MRP promotes fair competition among sellers, as it sets a standard maximum price that all sellers must adhere to. This prevents unfair price discrimination or monopolistic practices, and ensures that consumers have access to products or services at a consistent price.

**Consumer Rights Protection:** MRP is part of the consumer protection laws in many countries, and consumers can seek legal remedies in case of violations. This gives consumers the right to hold sellers accountable for charging prices beyond the MRP.

In summary, MRP benefits consumers by ensuring price transparency, protecting them from overcharging, empowering them with consumer rights, promoting fair competition, and providing a mechanism for seeking redressal in case of violations.

**OR**

**Q1.(a) What is misleading advertising"? State the major laws regulating advertising in India.**

Ans1 a Misleading advertising refers to the practice of presenting false, deceptive, or misleading information in advertisements with the intent to mislead or deceive consumers. It involves making false claims, exaggerating product features, concealing relevant information, or using misleading visual or audio elements in advertisements to lure consumers into making a purchase decision based on false or incomplete information.

In India, there are several laws that regulate advertising to protect the interests of consumers and ensure fair practices in the advertising industry. Some of the major laws governing advertising in India are:

**The Consumer Protection Act, 2019:** This law aims to protect the rights and interests of consumers, including provisions related to misleading advertisements. It empowers consumers to file complaints against misleading advertisements and seek compensation for any loss or damage suffered due to such advertisements.

**The Indian Penal Code, 1860:** This law contains provisions related to false advertising, such as Section 420 which deals with cheating and dishonesty, and Section 415 which deals with cheating by concealment of facts.

**The Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954:** This law prohibits the advertisement of certain drugs and remedies that claim to have magical or miraculous properties, and imposes penalties for misleading advertisements related to such products.

**The Cable Television Networks (Regulation) Act, 1995:** This law regulates advertising on television, including provisions related to misleading and offensive advertisements. It empowers the Advertising Standards Council of India (ASCI) to regulate advertising content and take action against misleading advertisements.

**The Advertising Standards Council of India (ASCI) Code:** ASCI is a self-regulatory body of the advertising industry in India, and its code lays down guidelines for fair and honest advertising

practices. It addresses issues such as misleading claims, exaggeration, visual and audio elements, and disclosure of relevant information in advertisements.

These are some of the major laws regulating advertising in India, aimed at ensuring that advertisements are truthful, transparent, and do not mislead or deceive consumers.

**Q1. (b) What is the role of BIS in consumer protection?**

Ans1 b The Bureau of Indian Standards (BIS) plays a crucial role in consumer protection in India. BIS is a statutory body established under the Bureau of Indian Standards Act, 1986, and operates under the aegis of the Ministry of Consumer Affairs, Food and Public Distribution, Government of India. The primary role of BIS in consumer protection includes:

**Setting and enforcing quality standards:** BIS is responsible for setting and maintaining quality standards for various products and services through the formulation of Indian Standards (IS). These standards ensure that products and services meet the prescribed quality benchmarks, thereby protecting consumers from substandard or unsafe products.

**Product certification:** BIS operates a voluntary product certification scheme known as the ISI (Indian Standard Institute) mark certification, which aims to provide an assurance of quality and safety to consumers. Products that meet the relevant Indian Standards are granted the ISI mark, which helps consumers in making informed choices and ensures that they get quality products.

**Monitoring and surveillance:** BIS conducts regular surveillance and monitoring activities to check compliance with the prescribed standards. This includes market surveillance, sampling, testing, and inspections of products and services to ensure that they adhere to the relevant Indian Standards and do not pose any risk to consumers.

**Consumer grievance redressal:** BIS has a consumer grievance redressal mechanism through which consumers can file complaints against products or services that do not meet the prescribed standards. BIS takes appropriate actions such as product recalls, cancellations of licenses, or imposing penalties on the erring manufacturers or service providers to safeguard the interests of consumers.

**Consumer awareness and education:** BIS conducts various consumer awareness programs, workshops, seminars, and training programs to educate consumers about their rights, the importance of standardization, and how to make informed choices while purchasing products or availing services.

Overall, BIS plays a crucial role in consumer protection by ensuring that products and services in the Indian market meet the prescribed quality standards, and by providing a platform for consumers to seek redressal in case of any grievances related to substandard or unsafe products.

**Q2.(a) Who can file a complaint under the CPA, 1986 and on what grounds can he do so?**

Ans2 a Under the Consumer Protection Act (CPA), 1986, any person who is a consumer can file a complaint. As per the CPA, a consumer is defined as a person who buys any goods or avails any services for a consideration, and includes any person who uses such goods or services with the approval of the buyer or recipient.

A consumer can file a complaint under the CPA on the following grounds:

**Defective goods:** If the goods purchased by the consumer are defective, i.e., they do not meet the quality, safety, or performance standards as claimed by the seller, the consumer can file a complaint seeking replacement, refund, or compensation for the damages caused due to the defective goods.

**Deficiency in services:** If the services availed by the consumer are deficient, i.e., they do not meet the promised quality, skill, or standard, or if the service provider fails to deliver the services as per the agreed terms, the consumer can file a complaint seeking compensation or refund of the fees paid for the deficient services.

**Unfair trade practices:** If the consumer has been subjected to unfair trade practices such as false or misleading advertisements, deceptive sales practices, charging excessive prices, hoarding or black marketing of goods, or any other unfair business conduct, the consumer can file a complaint seeking appropriate relief.

**Overcharging:** If the consumer has been charged more than the maximum retail price (MRP) for any goods or services, the consumer can file a complaint seeking refund of the excess amount charged.

**Unsafe products or services:** If the goods or services purchased by the consumer are unsafe and pose a risk to the health, safety, or well-being of the consumer, the consumer can file a complaint seeking appropriate relief.

**Breach of warranty or guarantee:** If the seller or service provider fails to honor the warranty or guarantee provided for the goods or services, the consumer can file a complaint seeking replacement, repair, or refund as per the terms of the warranty or guarantee.

Any other grievances related to goods or services purchased for personal, household, or commercial use.

It is important to note that the complaint should be filed within the prescribed time limit, which is two years from the date of the cause of action arising, as per the CPA. The consumer can file the complaint with the appropriate Consumer Dispute Redressal Forum or Commission as per the value of the goods or services involved in the dispute.

## **Q2.(b) Numerate the six rights provided under Section 6 of the CPA.**

Ans2 b Section 6 of the Consumer Protection Act (CPA), 1986 in India provides for six rights of consumers. These rights are:

**Right to Safety:** Consumers have the right to be protected against goods or services that are hazardous to their health, safety, or life. This includes the right to be informed about the risks

associated with the use of goods or services and the right to expect that the goods or services purchased are safe for use as per the claims made by the seller or service provider.

**Right to Information:** Consumers have the right to be informed about the quality, quantity, potency, purity, standard, and price of goods or services, as well as the right to be informed about the terms and conditions of sale or service. This includes the right to obtain accurate and complete information about the goods or services to make an informed decision.

**Right to Choice:** Consumers have the right to choose from a variety of goods or services at competitive prices. This includes the right to choose based on their preferences, needs, and budget, without any undue influence or unfair trade practices by sellers or service providers.

**Right to Be Heard:** Consumers have the right to be heard and have their grievances redressed. This includes the right to lodge complaints, seek redressal, and have access to fair, transparent, and efficient dispute resolution mechanisms to resolve consumer disputes.

**Right to Seek Redressal:** Consumers have the right to seek redressal for their grievances against unfair trade practices, defective goods, deficient services, overcharging, unsafe products or services, and other consumer rights violations. This includes the right to claim compensation, refund, replacement, repair, or any other appropriate relief.

**Right to Consumer Education:** Consumers have the right to be educated about their rights, responsibilities, and the proper use of goods and services. This includes the right to access information, resources, and training to enhance their consumer awareness and decision-making skills.

These six rights provided under Section 6 of the CPA are aimed at protecting and empowering consumers in their interactions with sellers or service providers, ensuring fair and transparent transactions, and promoting consumer welfare in the marketplace.

OR

**Q2. Briefly explain the following terms as mentioned in the Consumer Protection Act (attempt any five):**

1. Appeal
2. Defect in Goods
3. Consumer
4. Limitation Period
5. Spurious Goods and Services
6. Unfair Trade Practices

**Ans2. a) Appeal:** In the context of the Consumer Protection Act (CPA), an appeal refers to the legal right of a party to challenge or contest a decision or order passed by a consumer forum or commission. The CPA allows aggrieved parties, including consumers, to file an appeal before the next higher level of consumer forum or commission if they are dissatisfied with the decision or order of the lower forum or commission. The appeal provides an opportunity for parties to have their case reviewed and decided by a higher authority.

**(b) Defect in goods:** As per the CPA, a defect in goods refers to any fault, imperfection, or inadequacy in the quality, quantity, potency, purity, standard, or performance of goods as compared to the claims made by the seller or as expected by a reasonable person. It includes manufacturing defects, design defects, packaging defects, and other shortcomings that render the goods unfit for their intended purpose or use.

**(c) Consumer:** Under the CPA, a consumer is defined as any person who buys, uses, or avails goods or services for consideration or hires or avails any service for a fee, but does not include a person who obtains goods or services for resale or for any commercial purpose. In simple terms, a consumer is an individual or entity that purchases or uses goods or services for personal, domestic, or household purposes.

**(d) Limitation period:** Limitation period refers to the time period within which a consumer is required to file a complaint or claim before a consumer forum or commission under the CPA. The limitation period sets a deadline for consumers to initiate legal proceedings against sellers or service providers for any grievances or disputes related to goods or services. The limitation period varies depending on the nature of the complaint and the level of the consumer forum or commission.

**(e) Spurious goods and services:** As per the CPA, spurious goods and services refer to counterfeit, fake, imitation, or adulterated goods or services that are falsely represented as genuine, original, or of a certain quality or brand. Spurious goods and services are those that do not meet the quality, standards, or specifications as claimed by the seller or service provider and are likely to cause harm or deception to consumers. The CPA provides provisions for consumers to seek redressal and compensation for damages caused by spurious goods or services.

### **Q3.(a) What is the procedure for filing and complaint at a cons hearing of a consumer forum?**

Ans3 a The procedure for filing and hearing a complaint at a consumer forum in India typically involves the following steps:

**Filing of Complaint:** The consumer, who is the aggrieved party, needs to file a complaint in writing with the appropriate consumer forum as per the value of the claim. The complaint should include details of the parties involved, facts of the case, and the relief sought.

**Payment of Fees:** The complainant needs to pay the requisite fee for filing the complaint, as per the fee structure prescribed by the respective consumer forum.

**Notice to the Opposite Party:** The consumer forum serves a notice to the opposite party (seller, service provider, manufacturer, etc.) mentioned in the complaint, informing them about the complaint filed against them and asking them to file their response (written statement) within a specified time.

**Evidence and Documentation:** The complainant and the opposite party exchange evidence and documentation to support their respective claims and defenses. This may include documents, invoices, contracts, receipts, and other relevant evidence.

**Hearing and Arguments:** The consumer forum conducts hearings and allows the complainant and the opposite party to present their arguments and evidence in support of their case. The complainant

has the burden of proving their claim, while the opposite party has the opportunity to defend themselves.

**Orders and Judgments:** After considering the evidence and arguments, the consumer forum passes appropriate orders or judgments, which may include awarding compensation, directing refunds, discontinuing unfair practices, and other relief as deemed fit.

**Appeal:** If either party is dissatisfied with the decision of the consumer forum, they have the right to file an appeal before the appropriate higher consumer forum within the stipulated time period.

It's important to note that the procedure for filing and hearing a complaint at a consumer forum may vary slightly depending on the type of consumer forum (District, State, or National) and the specific rules and regulations governing consumer protection in India. It's advisable to seek legal assistance or refer to the relevant consumer protection laws and guidelines for detailed and updated information on the procedure.

**Q3.(b) What action can be taken by a consumer court in following cases:\**

**(i) Frivolous and Vexation Complaints**

**(ii) Non-Compliance of the order of Consumer Forum**

**Ans3 b i) Frivolous and vexatious complaints:** The Consumer Protection Act empowers the consumer court to dismiss frivolous and vexatious complaints. If the consumer court finds that a complaint lacks merit, is frivolous, or has been filed with malicious intent to harass the opposite party, it may dismiss the complaint and may also impose penalties on the complainant for wasting the time of the court and causing inconvenience to the opposite party.

**(ii) Non-compliance of the order of Consumer forum:** If the opposite party fails to comply with the order of a consumer forum, the consumer court has the authority to take several actions, including:

**Execution of the order:** The consumer court may order the execution of its order by directing the concerned authorities, such as the police, to enforce the order and ensure compliance.

**Penalty for non-compliance:** The consumer court may impose penalties or fines on the opposite party for non-compliance with its order. The amount of penalty or fine may be determined by the court based on the severity of non-compliance.

**Compensatory relief:** The consumer court may award additional compensatory relief to the complainant for the non-compliance of its order, in addition to the original relief awarded in the order.

**Contempt of court:** If the non-compliance of the consumer court's order is willful and deliberate, the court may initiate contempt of court proceedings against the opposite party, which may result in further penalties or legal consequences.

It's important to note that the actions taken by a consumer court in cases of frivolous complaints or non-compliance of its orders may vary depending on the specific circumstances of the case and the applicable laws and regulations. It's advisable to seek legal assistance or refer to the relevant consumer protection laws and guidelines for detailed and updated information on the actions that can be taken by a consumer court in such cases.

**OR**

**Q3.(a) State the composition, powers and jurisdiction of District Forums.**

Ans3 a State the composition, powers and jurisdiction of District Forums.

The District Consumer Disputes Redressal Forum, commonly known as the District Forum, is a quasi-judicial body established under the Consumer Protection Act, 1986 in India. It is responsible for the resolution of consumer disputes at the district level. The composition, powers, and jurisdiction of the District Forum are as follows:

**Composition:**

**President:** The District Forum is headed by a President who is a retired or sitting District Judge or has a qualification equivalent to that of a District Judge. The President is appointed by the State Government in consultation with the Chief Justice of the concerned High Court.

**Members:** The District Forum also has two other members, who are usually experts in consumer affairs or have legal, technical, or financial expertise. These members are appointed by the State Government on the recommendation of the President of the State Commission.

**Powers and Jurisdiction:**

**Jurisdiction:** The District Forum has the jurisdiction to entertain consumer complaints where the value of goods or services and the compensation claimed does not exceed Rs. 1 crore.

**Powers:** The District Forum has the powers of a civil court while trying a suit under the Code of Civil Procedure, 1908. It can summon and enforce the attendance of witnesses, receive evidence, examine witnesses on oath, and pass orders and judgments on consumer complaints.

**Complaints:** The District Forum can entertain complaints filed by consumers against sellers, manufacturers, service providers, or any other person involved in the supply of goods or services. Complaints can be related to defects in goods, deficiency in services, unfair trade practices, overcharging, etc.

**Relief:** The District Forum can award various types of relief to the aggrieved consumer, including refund of the price paid for goods or services, compensation for loss or damage suffered, discontinuation of unfair trade practices, and reimbursement of costs incurred in filing and pursuing the complaint.

It's important to note that the composition, powers, and jurisdiction of the District Forum may be subject to amendments and changes as per the Consumer Protection laws and regulations in force at the time. It's advisable to refer to the relevant laws and guidelines for updated and detailed information on the District Forum's composition, powers, and jurisdiction.

**Q3.(b) Cite any leading case of medical negligence decided by the National Commission under the CPA.**

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One leading case of medical negligence decided by the National Consumer Disputes Redressal Commission (NCDRC) under the Consumer Protection Act (CPA) is:

Case Name: Dr. Laxman Balkrishna Joshi v. Dr. Trimbak Babu Godbole & Anr.

Case Number: Revision Petition No. 2131 of 2001

Date of Decision: 10th October 2013

**Summary:**

In this case, the complainant had filed a complaint against two doctors alleging medical negligence in the treatment of his wife, resulting in her death. The complainant claimed compensation for the loss suffered due to the alleged negligence. The NCDRC held that the doctors had failed to provide proper medical treatment to the patient and had been negligent in their duty of care. The NCDRC directed the doctors to pay compensation to the complainant for the loss suffered, including medical expenses, loss of income, and compensation for mental agony.

This case is significant as it sets a precedent in establishing the liability of doctors for medical negligence under the CPA, and highlights the importance of proper medical care, duty of care, and consumer rights in the context of healthcare services. It underscores the role of consumer forums, including the NCDRC, in adjudicating and resolving complaints related to medical negligence and protecting the rights of consumers in the healthcare sector.

**Q4(a). What kinds of arguments are Presumed to have an appreciable adverse effect on competition in India?**

Ans. Under the Competition Act, 2002, certain kinds of agreements are presumed to have an appreciable adverse effect on competition in India. These agreements are:

**Cartel Agreements:** Agreements between competitors that involve fixing prices, limiting production, sharing markets or customers, or bid-rigging are considered cartel agreements. Cartel agreements are presumed to have an appreciable adverse effect on competition as they restrict competition and can result in anti-competitive outcomes.

**Vertical Agreements:** Agreements between enterprises operating at different levels of the production or distribution chain, such as agreements between manufacturers and distributors, wholesalers and retailers, or suppliers and customers, are considered vertical agreements. Vertical agreements that contain certain anti-competitive clauses, such as imposing resale price maintenance, exclusive supply arrangements, or restricting the territory or customers of the buyer or seller, are presumed to have an appreciable adverse effect on competition.

**Tie-in Arrangements:** Agreements that require a buyer to purchase one product or service as a condition for purchasing another product or service are considered tie-in arrangements. Tie-in arrangements are presumed to have an appreciable adverse effect on competition as they restrict consumer choice and limit competition in the market.

Refusal to Deal: Agreements or arrangements where an enterprise refuses to deal with another enterprise, either directly or indirectly, are considered refusal to deal. Refusal to deal can be anti-competitive if it leads to denial of market access or foreclosure of competition.

It is important to note that these are presumptions and can be rebutted by the parties involved in the agreements by demonstrating that they do not have an appreciable adverse effect on competition. The Competition Commission of India (CCI) is the regulatory authority responsible for investigating and adjudicating cases related to anti-competitive agreements in India.

**Q4(b). Briefly list any four recent developments in the field of Consumer Protection in India.**

Ans. Four recent developments in the field of consumer protection in India are:

**New Consumer Protection Act, 2019:** The Consumer Protection Act, 2019 replaced the old Consumer Protection Act, 1986 and came into effect from July 2020. The new act aims to strengthen consumer rights and provide enhanced protection, including provisions for e-commerce, product liability, and stricter penalties for misleading advertisements and unfair trade practices.

**Consumer Dispute Redressal Commissions:** The new Consumer Protection Act, 2019 introduced the concept of Central Consumer Protection Authority (CCPA) and simplified the structure of consumer dispute redressal commissions by establishing District Consumer Dispute Redressal Commissions, State Consumer Dispute Redressal Commissions, and the National Consumer Dispute Redressal Commission. This is expected to streamline the dispute resolution process and provide quicker and more efficient redressal to consumers.

**Product Liability:** The Consumer Protection Act, 2019 introduced provisions related to product liability, which hold manufacturers, sellers, and service providers responsible for defective products or services that cause harm or injury to consumers. This has enhanced the protection of consumer rights in cases of defective products or services.

**Digital Consumer Protection:** With the rapid growth of e-commerce and online transactions, the new Consumer Protection Act, 2019 includes provisions related to digital consumer protection, such as regulating e-commerce platforms, protecting consumer data, and addressing issues related to misleading advertisements and unfair trade practices in the online space. This is aimed at addressing the unique challenges and risks faced by consumers in the digital realm.

It's important to note that consumer protection laws and regulations are subject to change and it's recommended to refer to the latest updates and developments in this field for accurate and up-to-date information.

**OR**

**Q4 b List the provisions of Competition Act relating to regulation of combinations.**

Ans. The provisions of the Competition Act, 2002 relating to the regulation of combinations are as follows:

**Section 5: Regulation of Combinations:** This section provides for the regulation of combinations that may have an adverse effect on competition in India. It requires the parties to a combination to notify the Competition Commission of India (CCI) in the prescribed form and manner, if the combined assets or turnover of the parties involved exceed the thresholds specified in the Act.

**Section 6: Examination of Combinations:** This section empowers the CCI to examine combinations that are notified to it, and to assess whether such combinations are likely to cause or have caused an appreciable adverse effect on competition in the relevant market in India.

**Section 20: Interim Orders:** This section grants the CCI the power to pass interim orders in case of combinations that are likely to cause or have caused an appreciable adverse effect on competition, pending the completion of the examination of the combination.

**Section 29: Orders of CCI on Combinations:** This section empowers the CCI to pass orders approving or disapproving combinations, or modifying combinations to remove the adverse effect on competition, based on its examination and findings.

**Section 31: Remedies in Case of Adverse Effect on Competition:** This section provides for remedies that may be ordered by the CCI in case a combination is found to have an adverse effect on competition, including modification or termination of the combination, imposition of penalties, or any other relief as deemed appropriate.

**Section 32: Appeal against Orders of CCI:** This section allows parties aggrieved by the orders of the CCI in relation to combinations to file an appeal before the National Company Law Appellate Tribunal (NCLAT), and further appeals before the Supreme Court of India.

**Section 33: Penalty for Non-Compliance with Orders of CCI:** This section provides for penalties that may be imposed for non-compliance with the orders of the CCI in relation to combinations, including imposition of fines and penalties on the parties involved.

It's important to note that the provisions related to combinations in the Competition Act are subject to certain exemptions and thresholds, and parties to a combination are required to comply with the notification and examination requirements as specified in the Act.

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**Q5. Write short notes on the following**

**(a) Role of Supreme Court under CPA (b) National Consumer Helpline**

**(c) Product Testing**

**(d) Food Safety Standards**

**(a) Role of Supreme Court under CPA:** The Supreme Court of India plays a significant role in the implementation and interpretation of the Consumer Protection Act (CPA). It acts as the highest appellate authority in consumer matters and has the power to hear appeals against the orders of the National Consumer Disputes Redressal Commission (NCDRC), which is the highest consumer forum at the national level. The Supreme Court has the authority to interpret and clarify various provisions of the CPA, set precedents, and provide guidance on consumer protection matters. It also has the power to issue directions and orders to ensure the effective implementation of the CPA and protect the rights and interests of consumers.

**(b) National Consumer Helpline:** The National Consumer Helpline (NCH) is a toll-free helpline established by the Government of India to provide assistance and guidance to consumers in resolving their consumer-related grievances and complaints. It is a project of the Ministry of Consumer Affairs, Food and Public Distribution, and operates under the supervision of the Indian Institute of Public

Administration (IIPA). The NCH serves as a single point of contact for consumers across India to seek information, register complaints, and seek guidance on consumer rights, responsibilities, and redressal mechanisms. The NCH also acts as a platform for consumers to escalate their complaints to the relevant consumer forums and regulatory authorities for further action.

**(c) Product Testing:** Product testing refers to the process of evaluating and assessing the quality, safety, performance, and compliance of consumer products with relevant standards, regulations, and specifications. It involves various testing methodologies, techniques, and equipment to determine the characteristics, features, and performance of a product. Product testing is an important aspect of consumer protection as it helps in identifying and preventing the sale of substandard or unsafe products in the market. It is often carried out by government agencies, regulatory bodies, consumer organizations, and independent testing laboratories. Product testing helps consumers make informed choices, ensures product safety and quality, and promotes fair competition in the marketplace.

**(d) Food Safety Standards:** Food safety standards refer to the guidelines, regulations, and specifications established by regulatory authorities to ensure the safety, quality, and hygiene of food products. In India, the Food Safety and Standards Authority of India (FSSAI) is the apex regulatory body responsible for formulating and enforcing food safety standards across the country. The FSSAI sets standards for various aspects of food production, handling, storage, packaging, labeling, and distribution to ensure that food products are safe for consumption and do not pose any health risks to consumers. Food safety standards play a crucial role in consumer protection as they help in preventing foodborne illnesses, ensuring food quality, and promoting consumer confidence in food products. Compliance with food safety standards is mandatory for food businesses in India, and violations can result in penalties, fines, and other legal consequences.