

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL**  
**PRINCIPAL BENCH SITTING AT NEW DELHI**  
**ORIGINAL APPLICATION NO. 164 OF 2025**

**IN THE MATTER OF:**

HARYALI WELFARE SOCIETY

.... APPLICANT

VERSUS

M/S. FLIPKART LOGISTICS PRIVATE LIMITED  
AND ORS.

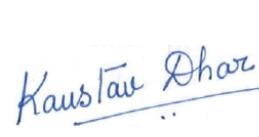
.... RESPONDENTS

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**THROUGH**

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Dated:- 13.11.2025

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL**  
**PRINCIPAL BENCH SITTING AT NEW DELHI**  
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M/S. FLIPKART LOGISTICS PRIVATE LIMITED

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.... RESPONDENTS

**REJOINDER TO THE REPLY AFFIDAVIT DATED 13.08.2025 FILED BY  
RESPONDENT NO. 4, ACEVECTOR LIMITED (FORMERLY M/S  
SNAPDEAL PRIVATE LIMITED)**

1. The above-mentioned Original Application was filed under Sections 14 and 15 read with Section 20 of the National Green Tribunal Act, 2010 raising a 'substantial question relating to the environment' as defined under Section 2(m) of the Act, regarding the persistent illegal sale and distribution of polystyrene and expanded polystyrene (thermocol) commodities (also known as 'Styrofoam') by several E-Commerce companies across India namely Amazon, Flipkart, Indiamart, and Snapdeal in complete violation of Rule 4(2) of the Plastic Waste Management Rules, 2016. That Rule 4(2) of the PWM Rules, 2016 categorically prohibits/bans the manufacture, import, stocking, distribution, sale and use of various single use plastic items including polystyrene and expanded polystyrene (thermocol) commodities across the country from 1<sup>st</sup> July, 2022. However, despite the legal mandate, polystyrene and expanded polystyrene (thermocol) products—such as plates, cups, bowls, cutlery, sheets, balls, cut-outs, shapes, and beads continue to be sold and distributed illegally across India by various E-Commerce platforms, including Amazon, Flipkart, Indiamart and Acevector Ltd. (formerly known as Snapdeal) enable the sale and distribution of these items, which are widely used for arts and crafts, decorations, and for various celebratory purposes during festivals like

Ganesh Chaturthi, Durga Puja, Dussehra, Kali Puja, Chhath Puja, and Christmas for pandal decorations as well as for birthdays and weddings and also for home decorations.

2. That the present Rejoinder is being filed in response to the Reply Affidavit dated 13.08.2025 filed by Respondent No. 4, Acevector Ltd. (formerly known as Snapdeal). The Applicant herein submits that nothing should be assumed to be admitted for want of specific traverse and all averments in the Reply Affidavit should be assumed to be denied unless specifically admitted or part of the record. The Applicant reiterates all the facts and submissions made in the Original Application to be true and correct and the same may be read as part of the instant Rejoinder and are not all being repeated for the sake of brevity.

**PARA-WISE REPLY:**

3. That the contents of Para No. 1 of the Reply Affidavit dated 13.08.2025 require no response as these are factual averments relating to the filing of the case.
4. That the contents of Paragraph No. 2 of the Reply Affidavit dated 13.08.2025 are denied except which are matter of record. The Respondent No. 4 herein states that the screenshot provided by the Applicant is of 05.12.2024, however, the said product listings were no longer available on the Respondent No. 4's platform as of 11.04.2025. It is further contended that the listings were disabled on 20.01.2025 after the Respondent was notified by the Punjab Pollution Control Board on 14.01.2025. In this regard, the Applicant herein submits that the contentions raised by Respondent No. 4 are incorrect. As of 12.11.2025, upon visiting the Respondent's online portal, it was clearly observed that thermocol (Styrofoam) beads, balls, and various other decorative craft items continue to be listed and available for purchase despite the prevailing ban. Furthermore, upon clicking the "Buy Now" option, the website allows placement of orders for these prohibited items. This

unequivocally demonstrates that the banned products remain accessible for sale, thereby establishing the continued illegal stocking, distribution, and sale of Styrofoam-based commodities in violation of the ban.

Copy of the screenshot taken by the Applicant on 12.11.2025 showing the illegal stocking, distribution and sale of Styrofoam commodities in Snapdeal Portal as annexed herewith as **ANNEXURE A/1.**

5. That the contents of Paragraph No. 3 of the Reply Affidavit dated 13.08.2025 are denied except which are matter of record. The Respondent No. 4 herein states that they neither manufacture, import, stock, distribute, nor sell any Styrofoam items. It merely operates as an online marketplace providing a digital platform to facilitate transactions between independent buyers and sellers. The Applicants herein submit that arguendo, the Respondent No. 4 is not manufacturing, importing, stocking, distributing and selling illegal and banned items, but they are listing, showcasing, and facilitating the sale of the Styrofoam commodities which are banned. The Applicant herein submits that the following specific legal provisions which make it illegal for e-commerce platforms to sell or facilitate the sale of banned items:

**a) Section 79(3)(b) of the Information Technology Act,**

**2000** – It is to be noted that if an intermediary i.e., the e-commerce platform comes to know either directly or through a notice from the Government or its agency, that something on its platform is being used for illegal activity, then the intermediary must quickly remove or block access to that material. That in the present case, despite being aware of the ban of Styrofoam commodities from 1<sup>st</sup> July, 2022 and despite receiving notices from the CPCB as well as the Punjab Pollution Control Board u/s 5 of the Environment Protection Act, the Respondent No. 4 till date continues to list, showcase, and facilitate the sale of the Styrofoam as evident from the screenshot dated 09.11.2025 despite the ban. The relevant extracts are hereby reproduced:

*"3(b) upon receiving actual knowledge, or on being notified by the appropriate Government or its agency that any information, data or communication link residing in or connected to a computer resource controlled by the intermediary is being used to commit the unlawful act, the intermediary fails to expeditiously remove or disable access to that material on that resource without vitiating the evidence in any manner".*

Copy of the relevant extracts of the Information Technology Act, 2000 is annexed as **ANNEXURE A/2.**

**b) Rule 3(1)(d) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code)**

**Rules, 2021:** It is submitted that if an intermediary is notified by the Government or its agency that some information on its platform is unlawful, then it must not host, store, or share that information. The relevant extracts are hereby reproduced:

*"3(1)(d) an intermediary, on whose computer resource the information is stored, hosted or published, upon receiving actual knowledge in the form of an order by a court of competent jurisdiction or on being notified by the Appropriate Government or its agency under clause (b) of sub-section (3) of section 79 of the Act, shall not host, store or publish any unlawful information, which is prohibited under any law for the time being in force in relation to the interest of the sovereignty and integrity of India; security of the State; friendly relations with foreign States; public order; decency or morality; in relation to contempt of court; defamation; incitement to an offence relating to the above, or any information which is prohibited under any law for the time being in force"*

Copy of the relevant extracts of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 is annexed as **ANNEXURE A/3.**

**c) Section 4(3) of the Consumer Protection (E-Commerce)**

**Rules, 2020:** It is submitted that every e-commerce entity must ensure that goods offered for sale are not prohibited for sale

under any law in force and hence shall not adopt any unfair trade practices by selling banned illegal items:

*"4(3) No e-commerce entity shall adopt any unfair trade practice, whether in the course of business on its platform or otherwise"*

Copy of the relevant extracts of the Consumer Protection (E-Commerce) Rules, 2020 is annexed herewith as **ANNEXURE A/4.**

6. That the contents of Paragraph No. 4 of the Reply Affidavit dated 13.08.2025 are denied except which are matter of record. In this regard, the Applicant herein reiterate the submissions made in Para No. 4 and 5 of the present Rejoinder and the same is nor repeated for the sake of brevity.
7. That the contents of Paragraph No. 5 and 6 of the Reply Affidavit dated 13.08.2025 are denied except which are matter of record. In this regard, the Applicant herein reiterate the submissions made in Para No. 4 and 5 of the present Rejoinder and the same is nor repeated for the sake of brevity.
8. That the contents of Para No. 7 of the Reply Affidavit dated 13.08.2025 require no response as these are averments relating to the filing of the Reply Affidavit by the Respondent No.4.
9. That the contents of Paragraph No. 8 of the Reply Affidavit dated 13.08.2025 are denied except which are matter of record. In this regard, the Applicant herein reiterate the submissions made in Para No. 4 and 5 of the present Rejoinder and the same is nor repeated for the sake of brevity.
10. Thus, in the light of the above facts, circumstances and submissions, the Hon'ble Tribunal shall be pleased enough to allow the prayers of the Original Application.

11. Pass any other orders as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the instant case.

**APPLICANT**

THROUGH

**RITWICK DUTTA**

**RAHUL CHOUDHARY**

**KAUSTAV DHAR  
ADVOCATES**

COUNSELS FOR THE APPLICANT

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New Delhi – 110048

Mobile: +91 9312407881

Email: [litigation@dclawchambers.com](mailto:litigation@dclawchambers.com)

Dated:- 13.11.2025

**VERIFICATION**

Verified by I, Vivek Kamboj, aged about 52 years, S/O Y. P. Kamboj, R/O C-579, Sushant Lok-I, Gurugram, Haryana, that the contents of Paragraphs 1 to 11 are true to my personal knowledge and that I have not suppressed any material fact.

**APPLICANT**

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL**  
**PRINCIPAL BENCH SITTING AT NEW DELHI**  
**ORIGINAL APPLICATION NO. 164 OF 2025**

**IN THE MATTER OF:**

Haryali Welfare Society

.... Applicant

Versus

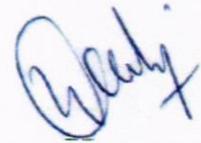
M/s. Flipkart Logistics Private Limited and Ors.

.... Respondents

**AFFIDAVIT**

I, Vivek Kamboj, aged about 52 years, S/O Y. P. Kamboj, R/O C-579, Sushant Lok-I, Gurugram, Haryana, presently at New Delhi, do hereby solemnly affirm and declare as under:

1. That I am the Applicant in the above titled Original Application, and hence well conversant with the facts and circumstances described in the present case and as such competent to swear this Affidavit.
2. That the contents of the accompanying Rejoinder are true and correct and nothing material has been concealed therefrom.



**DEPONENT**

**VERIFICATION**

Verified on this 13<sup>th</sup> day of November, 2025 that the contents of the present Affidavit are true and correct to my knowledge and belief and nothing material is concealed therefrom.



**DEPONENT**

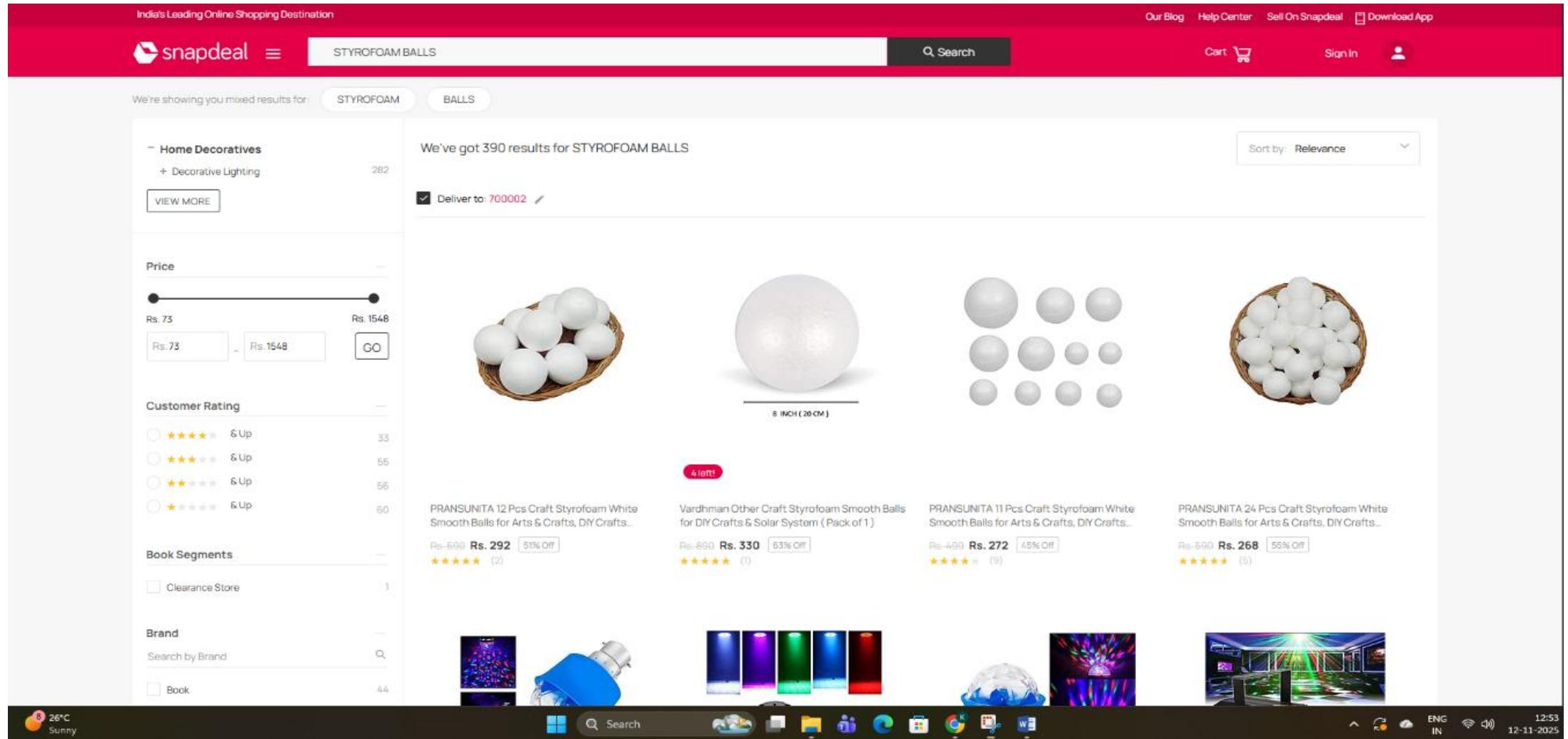


**ATTESTED**

NOTARY PUBLIC

I, IDENTIFIED THE  
DEPONENT WHO HAS  
SIGNED IN MY PRESENCE

**COPY OF THE SCREENSHOT TAKEN BY THE APPLICANT ON 12.11.2025 SHOWING THE ILLEGAL STOCKING, DISTRIBUTION AND SALE OF STYROFOAM COMMODITIES:**



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PRANSUNITA 12 Pcs Craft Styrofoam White Smooth Balls for Arts & Crafts, DIY Crafts Making, Ornaments Decoration, School Projects, Solar System Models – Size – 6 cm...

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## THE INFORMATION TECHNOLOGY ACT, 2000

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THE FIRST SCHEDULE.

THE SECOND SCHEDULE.

THE THIRD SCHEDULE. [*Omitted*.]

THE FOURTH SCHEDULE. [*Omitted*.]

(nb) “cyber security means protecting information, equipment, devices, computer, computer resource, communication device and information stored therein from unauthorised access, use, disclosure, disruption, modification or destruction;]

(o) “data” means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer;

(p) “digital signature” means authentication of any electronic record by a subscriber by means of an electronic method or procedure in accordance with the provisions of section 3;

(q) “Digital Signature Certificate” means a Digital Signature Certificate issued under sub-section (4) of section 35;

(r) “electronic form” with reference to information, means any information generated, sent, received or stored in media, magnetic, optical, computer memory, micro film, computer generated micro fiche or similar device;

(s) “Electronic Gazette” means the Official Gazette published in the electronic form;

(t) “electronic record” means data, record or data generated, image or sound stored, received or sent in an electronic form or micro film or computer generated micro fiche;

<sup>1</sup>[(ta) “electronic signature” means authentication of any electronic record by a subscriber by means of the electronic technique specified in the Second Schedule and includes digital signature;

(tb) “Electronic Signature Certificate” means an Electronic Signature Certificate issued under section 35 and includes Digital Signature Certificate;]

(u) “function”, in relation to a computer, includes logic, control, arithmetical process, deletion, storage and retrieval and communication or telecommunication from or within a computer;

<sup>1</sup>[(ua) Indian Computer Emergency Response Team” means an agency established under sub-section (1) of Section 70B;]

(v) “information” includes <sup>2</sup>[data, message, text,] images, sound, voice, codes, computer programmes, software and data bases or micro film or computer generated micro fiche;

<sup>3</sup>[(w) “intermediary”, with respect to any particular electronic records, means any person who on behalf of another person receives, stores or transmits that record or provides any service with respect to that record and includes telecom service providers, network service providers, internet service providers, web-hosting service providers, search engines, online payment sites, online-auction sites, online-market places and cyber cafes;]

(x) “key pair”, in an asymmetric crypto system, means a private key and its mathematically related public key, which are so related that the public key can verify a digital signature created by the private key;

(y) “law” includes any Act of Parliament or of a State Legislature, Ordinances promulgated by the President or a Governor, as the case may be, Regulations made by the President under article 240, Bills enacted as President's Act under sub-clause (a) of clause (1) of article 357 of the Constitution and includes rules, regulations, bye-laws and orders issued or made thereunder;

(z) “licence” means a licence granted to a Certifying Authority under section 24;

(za) “originator” means a person who sends, generates, stores or transmits any electronic message or causes any electronic message to be sent, generated, stored or transmitted to any other person but does not include an intermediary;

(zb) “prescribed” means prescribed by rules made under this Act;

(zc) “private key” means the key of a key pair used to create a digital signature;

1. Ins. by Act 10 of 2009, s. 4 (w.e.f. 27-10-2009).

2. Subs. by s. 4, *ibid.*, for “data, text” (w.e.f. 27-10-2009).

3. Subs. by s. 4, *ibid.*, for clause (w) (w.e.f. 27-10-2009).

Provided further that the court shall not compound any offence where such offence affects the socio economic conditions of the country or has been committed against a child below the age of 18 years or a woman.

(2) The person accused of an offence under this Act may file an application for compounding in the court in which offence is pending for trial and the provisions of sections 265B and 265C of the Code of Criminal Procedure, 1973 (2 of 1974) shall apply.

**77B. Offences with three years imprisonment to be bailable.**—Notwithstanding anything contained in the Code of Criminal Procedure, 1973 (2 of 1974), the offence punishable with imprisonment of three years and above shall be cognizable and the offence punishable with imprisonment of three years shall be bailable.]

**78. Power to investigate offences.**—Notwithstanding anything contained in the Code of Criminal Procedure, 1973 (2 of 1974), a police officer not below the rank of <sup>1</sup>[Inspector] shall investigate any offence under this Act.

## <sup>2</sup>[CHAPTER XII

### INTERMEDIARIES NOT TO BE LIABLE IN CERTAIN CASES

**79. Exemption from liability of intermediary in certain cases.**—(1) Notwithstanding anything contained in any law for the time being in force but subject to the provisions of sub-sections (2) and (3), an intermediary shall not be liable for any third party information, data, or communication link made available or hosted by him.

(2) The provisions of sub-section (1) shall apply if—

(a) the function of the intermediary is limited to providing access to a communication system over which information made available by third parties is transmitted or temporarily stored or hosted; or

(b) the intermediary does not—

(i) initiate the transmission,

(ii) select the receiver of the transmission, and

(iii) select or modify the information contained in the transmission;

(c) the intermediary observes due diligence while discharging his duties under this Act and also observes such other guidelines as the Central Government may prescribe in this behalf.

(3) The provisions of sub-section (1) shall not apply if—

(a) the intermediary has conspired or abetted or aided or induced, whether by threats or promise or otherwise in the commission of the unlawful act;

(b) upon receiving actual knowledge, or on being notified by the appropriate Government or its agency that any information, data or communication link residing in or connected to a computer resource controlled by the intermediary is being used to commit the unlawful act, the intermediary fails to expeditiously remove or disable access to that material on that resource without vitiating the evidence in any manner.

*Explanation.*—For the purposes of this section, the expression “third party information” means any information dealt with by an intermediary in his capacity as an intermediary.

## CHAPTER XIII

### EXAMINER OF ELECTRONIC EVIDENCE

**79A. Central Government to notify Examiner of Electronic Evidence.**—The Central Government may, for the purposes of providing expert opinion on electronic form evidence before any court or other authority specify, by notification in the Official Gazette, any Department, body or agency of the Central Government or a State Government as an Examiner of Electronic Evidence.

1. Subs. by Act 10 of 2009, s. 39, for “Deputy Superintendent of Police” (w.e.f. 27-10-2009).

2. Subs. by, s. 40, *ibid.*, for Chapter XII (w.e.f. 27-10-2009).

**The Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021<sup>1</sup>**

*In exercise of the powers conferred by sub-section (1), clauses (z) and (zg) of sub-section (2) of section 87 of the Information Technology Act, 2000 (21 of 2000), and in supersession of the Information Technology (Intermediaries Guidelines) Rules, 2011, except as respect things done or omitted to be done before such supersession, the Central Government hereby makes the following rules, namely:—*

**PART I**

**PRELIMINARY**

**1. Short Title and Commencement.**—(1) These rules may be called the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021.

(2) They shall come into force on the date of their publication in the Official Gazette.

**2. Definitions.**—(1) In these rules, unless the context otherwise requires—

- (a) ‘access control mechanism’ means any measure, including a technical measure, through which access to online curated content may be restricted based on verification of the identity or age of a user;
- (b) ‘access services’ means any measure, including technical measure such as closed captioning, subtitles and audio descriptions, through which the accessibility of online curated content may be improved for persons with disabilities;
- (c) ‘Act’ means the Information Technology Act, 2000 (21 of 2000);
- (d) ‘child’ means any person below the age of eighteen years;
- (e) ‘committee’ means the Inter-Departmental Committee constituted under rule 14;
- (f) ‘communication link’ means a connection between a hypertext or graphical element, and one or more items in the same or different electronic document wherein upon clicking on a hyperlinked item, the user is automatically transferred to the other end of the hyperlink which can be another electronic record or another website or application or graphical element;
- (g) ‘content’ means the electronic record defined in clause (t) of section 2 of the Act;
- (h) ‘content descriptor’ means the issues and concerns which are relevant to the classification of any online curated content, including discrimination, depiction of illegal or harmful substances, imitable behaviour, nudity, language, sex, violence, fear, threat, horror and other such concerns as specified in the *Schedule* annexed to the rules;
- (i) ‘digital media’ means digitized content that can be transmitted over the internet or computer networks and includes content received, stored, transmitted, edited or processed by-
  - (i) an intermediary; or

<sup>1</sup> *Vide* G.S.R. 139(E), dated 25.2.2021, published in the Gazette of India, Extra., Pt. II, Sec. 3(i), dated 25.2.2021.

**PART II**

**DUE DILIGENCE BY INTERMEDIARIES AND GRIEVANCE REDRESSAL  
MECHANISM**

**3. (1) Due diligence by an intermediary:** An intermediary, including social media intermediary and significant social media intermediary, shall observe the following due diligence while discharging its duties, namely:—

- <sup>1</sup>[(a) the intermediary shall prominently publish on its website, mobile based application or both, as the case may be, the rules and regulations, privacy policy and user agreement in English or any language specified in the Eighth Schedule to the Constitution for access or usage of its computer resource by any person in the language of his choice and ensure compliance of the same;
- (b) the intermediary shall inform its rules and regulations, privacy policy and user agreement to the user in English or any language specified in the Eighth Schedule to the Constitution in the language of his choice and shall make reasonable efforts to cause the user of its computer resource not to host, display, upload, modify, publish, transmit, store, update or share any information that,—
- (i) belongs to another person and to which the user does not have any right;
  - (ii) is obscene, pornographic, paedophilic, invasive of another’s privacy including bodily privacy, insulting or harassing on the basis of gender, racially or ethnically objectionable, relating or encouraging money

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<sup>1</sup> Subs. by G.S.R. 794(E), dated 28.10.2022, for clauses (a) and (b) (w.e.f. 28.10.2022). Clauses (a) and (b), before substitution, stood as under:

“(a) the intermediary shall prominently publish on its website, mobile based application or both, as the case may be, the rules and regulations, privacy policy and user agreement for access or usage of its computer resource by any person;

(b) the rules and regulations, privacy policy or user agreement of the intermediary shall inform the user of its computer resource not to host, display, upload, modify, publish, transmit, store, update or share any information that,—

- (i) belongs to another person and to which the user does not have any right;
- (ii) is defamatory, obscene, pornographic, paedophilic, invasive of another’s privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
- (iii) is harmful to child;
- (iv) infringes any patent, trademark, copyright or other proprietary rights;
- (v) violates any law for the time being in force;
- (vi) deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- (vii) impersonates another person;
- (viii) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation;
- (ix) contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
- (x) is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person;”.

laundering or gambling, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence;

- (iii) is harmful to child;
  - (iv) infringes any patent, trademark, copyright or other proprietary rights;
  - (v) deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any misinformation or information which is patently false and untrue or misleading in nature;
  - (vi) impersonates another person;
  - (vii) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence, or prevents investigation of any offence, or is insulting other nation;
  - (viii) contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
  - (ix) violates any law for the time being in force;]
- (c) an intermediary shall periodically inform its users, at least once every year, that in case of non-compliance with rules and regulations, privacy policy or user agreement for access or usage of the computer resource of such intermediary, it has the right to terminate the access or usage rights of the users to the computer resource immediately or remove non-compliant information or both, as the case may be;
- (d) an intermediary, on whose computer resource the information is stored, hosted or published, upon receiving actual knowledge in the form of an order by a court of competent jurisdiction or on being notified by the Appropriate Government or its agency under clause (b) of sub-section (3) of section 79 of the Act, shall not host, store or publish any unlawful information, which is prohibited under any law for the time being in force in relation to the interest of the sovereignty and integrity of India; security of the State; friendly relations with foreign States; public order; decency or morality; in relation to contempt of court; defamation; incitement to an offence relating to the above, or any information which is prohibited under any law for the time being in force:

*Provided that* any notification made by the Appropriate Government or its agency in relation to any information which is prohibited under any law for the time being in force shall be issued by an authorised agency, as may be notified by the Appropriate Government:

*Provided further that* if any such information is hosted, stored or published, the intermediary shall remove or disable access to that information, as early as possible, but in no case later than thirty-six hours from the receipt of the court order or on being notified by the Appropriate Government or its agency, as the case may be:

- (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;
- (ङ) 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:
- (a) have a prior written contract with the respective e-commerce entity in order to undertake or solicit such sale or offer;
  - (b) 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;
  - (c) 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.
  - (d) 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:
- (a) all contractual information required to be disclosed by law;
  - (b) 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;
  - (c) all mandatory notices and information provided by applicable laws, and the expiry date of the good being offered for sale, where applicable;
  - (d) 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;
  - (e) the name and contact numbers, and designation of the grievance officer for consumer grievance redressal or for reporting any other matter;
  - (f) 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.