



Online Shopping Consumer Dispute Redressal Vol II: System

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Abstract: *The theory of the administration of justice is focused on fair access to justice. The Consumer Rights Act recognises the right to compensation as an essential consumer privilege focused on the development of the three-tier remedial framework: The efficacy of the right of rectification rests in the lawsuit and the security of justice. In the national grievance compensation system the non-territorial existence of mobile trade often generates major discrepancies with consumer security. Although the analysis shows the efficacy of the grievance management in terms of product faults and service shortcomings typically by the relief agencies, a significant issue is whether or not the conflict relief agencies address technology-led grievances. A crucial review of the process for the administration of justice is worth contemplating with the growing amount of e-commerce cases before the remedial agencies. Different dispute resolution elements including authority, process, facts and compliance are regarded in order to evaluate the efficacy of complaint remedy in protecting customers in on-line transactions.*

Key Words: E-commerce, Consumer rights, administration, development, remedial, framework.

Various views have been provided by the solutions on the issue of integrity in online shopping_ disputes. The State Commission has addressed an significant aspect of the authority of the branch forum about the usage of online content, Chandigarh in the case of Rajinder Singh Chawla v. makemytrip.com.¹ In the situation, the claimant booked 3 days at Manali for a holiday with the invoice for the Rs.18,693 by makemytrip.com at Hilltone Resorts. The hotel verified its reservation.

Upon arrival in Manali, the plaintiff was told that, while the order for three rooms was made in advance, only two rooms could be made available. Additional tax at 6.32% of the gross sum was charged incorrectly and unlawfully by the hotel authorities, while the money charged in advance was above taxes. The plaintiffs have no solution because it was a holiday season. Consumer has lodged a complaint with the hotelier, on grounds of quality of operation, against the online business with registered office in Gurgaon and its Chandigarh branch. A tentative objection posed by the online business and its division was. that the Chandigarh District Forum had no geographical authority to entertain and adjudicate

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the conflict. The District Forum stated that it has no local competence to submit the lawsuit. Upon review of the ruling of the District Forum, the State Commission upheld the following reasons:

- * Hotel was booked in Manali.
- * Hotel confirmation voucher attached with the complaint, bears the address only of the office located in Gurgaon.
- * The mere fact that the Opposite Party has a branch office at Chandigarh, without any further cause of action having arisen at this place, did not confer any territorial jurisdiction upon the District Forum, at Chandigarh.

While interpreting the provisions of Section 17(2) (b) of the Act, which are para-materia with the provisions of Section 11(2) (b) of the Act, in *Sonic Surgical v. National Insurance Company Ltd.*², The Court ruled that only if a cause of action or & component cause of action occurs from the regional office, and not otherwise, could authority be regarded for the branch office of a company. The Supreme Court held- "...In our opinion, the expression 'branch office' in the amended Section 17(2) would mean the branch office where the cause of action has arisen.



No doubt this would be departing from the plain and literal words of Section 17(2)(b) of the Act but such departure is sometimes necessary (as it is in this case) to avoid absurdity. "

The decision of Sonic Surgical was further applied in the case of Renaissance Hotel Holding Inc. v. Vihaya Sai and other,³ wherein the Delhi High Court observed- "On the basis of on-line booking from Delhi of a hotel room situated in USA or situated in Bangalore, the jurisdiction of this Court cannot be invoked. With the vast spread of Internet and e-business, booking of a hotel room can be done from any corner of the world. Merely because a person can get 'hotel room booked from any corner of the world, would not mean that the hotel or the company running hotel was having place of business at the place of booking through Internet Similarly, booking of hotel rooms by hospitality or Travel Agents spread over throughout the world would not give rise to the presumption that the Hotel's business was being done at the place of such agent. The place of business and place of work has to be understood not looking at the booking through e-mails but where the actual physical business of hospitality is being done. If the hotel rooms are available in Bangalore and can be occupied and used in Bangalore the place of business of hotel has to be in Bangalore. The place of business cannot be in Delhi or at any other place."

In the present case, the State Commission denied the appeal on the grounds of the two key judgements on legal issues.

District fora shared various views with regard to branch authority of online transactions. In the case of Abdul Manas.NA v. Homeshop18 and The Professional Couriers⁴, (decided on 15-07-11), The Opposing Side (online shop) took protection when the defendant has lodged a case on the grounds of unfair trading, arguing that the Website lacked authority since it is not under the scope of the district Web. There was absolutely no need for change. Observed by District Forum-

"Though the Opposite party is situated at Noida, UP, since it is an online shopping company

and the offer made-by the opposite party is a general offer, the territory of its business is all over the area where they do their network business. Any person can accept the offer from anywhere in the place since it is an online shopping company. Since the opposite party has not stated that they are not carrying a business or office at the place of complainant either in the advertisement or at the time when the complainant placed the order, this Forum has jurisdiction to entertain and try the dispute".

But in "Jaideep Kaur v. Yatra Online Pvt., Ltd And Another,⁵ The preservation of a lawsuit (decided on 19-07-11) was disputed on the grounds that the opposing party, a supplier of online operation, had not taken out any company or office in the forum's jurisdiction. The simple payment by credit card was found to be inadequate cause of action to entertain the case. The case has thus been denied".

In "Sukhpreet Kaur v. makemytrip.com,⁶ (decided on 14-11-13), The plaintiff who visited Australia booked the on line platform of the Opposing Group from Sydney to Delhi for e-tickets. As the plaintiff was not willing to book a ticket via its international debit card, purchases were impacted through the plaintiffs Indian debit card. Upon the issuance of the bank statement the plaintiffs discovered that the account was debited twice, on an overseas debit card and on the Indian debit card on the same purchase. In comparison, the claimant declined to pay the money owing twice and took the case to the District Forum in Chandigarh. The Forum holds that it would not be a jurisdiction for the complainants to bring a case before this Forum solely because the OP Firm has a branch office at Chandigarh. The complaint was then withdrawn since there was no cause of recourse on the other party's branch platform".

It is also challenging and unfair in the case of online shopping because the customer needs to go back to the life of the licensed office/axis of the online shop in order to prove his or her purpose. The online company also has its listed offices at one



location and branch offices at separate places with regard to different operations such as warehousing, server venue, fulfilment centres etc. Dismissal of grievances since a simple existence in such a position of branch office without any intervention bestowed on it does not grant territorial authority is absolutely unreasonable. These precedents further foster the escape of blame for the loss of due integrity by rouge traders. Given the vast network served by the online shopping site, clearly ignoring concerns on the grounds that the organisation or its regional office is not in the capacity of the Platform is unfair and illogical. Per Gertner J in "Digital Equipment Corporation v. Alta Vista Technology", "The Internet has. no territorial boundaries as far as the internet is concerned, not only is there perhaps no there", the "there" is everywhere there in internet access".

One of the explanations for such multiple decisions on the issue of expertise 'in the field of online commerce is lack of awareness of the technicalities involved in electronic trading by representatives of law protection agencies. The IIPA Consumer Protection Act Results Report has shown that the community platforms are, in a substantial degree, lacking the willingness of community officials to provide accelerated justice due to lack of sufficient facilities, inadequate records maintenance, lack of resources and needed skills and experience. Survey results show that, while 44.3% of participants chosen to join the District Forum are attorneys, a significant percentage of lady representatives (14.2%) are attorneys. were housewives before becoming members of the District Forum.⁸ Report also states that one of the problems with the working of the District Forums is that many of the members particularly the lady members lack knowledge and skill to perform their functions.

Disposal of Complaints- The delay in the resolution of litigation is a significant complaint of conflict settlement organisations. A copy of the copy has to be referred to the other party within 21 days of the entry of the consumer- protection statute and is to be given within 30 days or an extension of 15

days from the entry date for its version of the event District Forum.⁹

The Act also mandates that any complainant be considered as soon as practicable and that an attempt be made to address the complaint within three months of receipt of a letter from the other party if it does not require review or examination and within five months after receipt of the notice of complaint the other party has received. if it requires analysis or testing of commodities. The Act therefore needs ample documented justification for any pause in proceedings.

Appeal submitted with the State Commission or the National Commission must be heard, as quickly as necessary, within 90 days as soon as possible as practicable from the date of its amission.¹⁰

Issues Relating to Procurement of Evidence- The procedures for evidence are extensively provided under Section 13 of the Consumer Protection Act, 1986 as follows:

* If a fault cannot be determined without sufficiently analysed or examining the goods, a sample of the product complained of shall be collected by the. District Forum, which shall be sealed and checked as recommended to be sent to the relevant laboratory, in order to ascertain if the defect is present in the complaint.

* For this, the complainant is required to deposit a prescribed fee for payment towards laboratory charges.

* Any objections to the findings of the laboratory may be submitted in writing to the District Forum, where a reasonable opportunity is given to both parties to be heard with respect to the objection.

* In situations where there is no laboratory conclusion on complaint with regard to the products or where complaint applies to certain facilities, the District Tribunal shall forward to the Majority Group, within thirty days or under some instances, a copy of the complaint informing him to send his version of the case within the next 15 days.

* If the other party disputes the claims or



opposes, the District Forum shall continue on account of facts from the appellant and from the other party to address the conflict;

* Where the opposing party may not act on its argument during a defined time span, the District Forum can, on the basis of the facts, may resolve the conflict *ex parte*.

User lack of knowledge of online documents can obstruct adequate documentary proof in the sense of online contracts. Accept the hypothesis of a customer purchasing a commodity according to a certain definition. The publicity on the page he relied on during the transaction could not have been registered by him. When the order is shipped to the customer, he discovers that the order is not as defined. When entering the web site to search the summary, a separate version of the product review may shows the same, or the site on which it depended when the product was bought might not be available. The user requires no documentary documentation to show that he has relied on a different product definition. Similar instance occurred in the case of Sameer Karania v. Indiaplaza.com,¹¹ The plaintiff bought a free Bluetooth cell phone and a Rs. 15,334 car charger from Opposite Group. However it was not equipped with the Bluetooth and the battery. For the same, OP vowed to produce within one week, the plaintiff addressed the opposing side. OP was consequently unable to supply the said products. Again the plaintiff came to the opposition side, but it was not dealt with. On numerous demands, the Opposition Party declined to make such a make that Bluetooth and a car loader are offered openly upon purchasing of the phone. In end, users sent a complaint to the District Platform regarding deficiencies in operation. The argument was denied, though, since the appellant can not claim that the document indicates that Bluetooth and the automobile fee for the purchasing of a new computer is proposed by the opposing side.

A customer buys a commodity on the basis of a warranty agreement that is set down in the terms and conditions at the time of payment on the online

shopping site. It is popular practise for the business to adjust the terms and conditions of online shopping sites from time to time without consulting the user. Following a year from the day of payment, the customer lodges a lawsuit, based on what was bought. The client, though, did not download his guarantee agreement. At the point of delivery, the terms and conditions of the customer varied from those of the proof provided at the time of the litigation before the Forum.

The Information Technology (Intermediary Guidelines) Rules, 2011 requires these intermediaries to preserve such information and associated records for atleast 90 days for investigation purposes.¹² However if, after a year of transaction but even in the span of 2 years as required by Section 24-A of the Consumer Protection Act, 1986, the consumer submits a complaints contestable terms and conditions / other facts for which records remain the case to both the petitioner and the other party. The concern is how the applicant protects his arguments. The proposed amendment will to some degree resolve this circumstance. As part of the provision for electronic intermediaries in the light of online acquisition proof, the proposed amendment mandated them, in compliance with a written order from the district boards, to provide such records, documentation or documentation as could reasonably be mandated in compliance with the procedural requirements.

Enforcement of Decisions- Compliance Claim Regulation Informal or structured, such as the implementation of regulations and regulation by enforcement authorities, can involve customer contracts, corporate self-rule, professional standards, and societal norms.

In India, the Compliance of District Forum, State Commission and Country Commission Decisions, Section 25 of the Consumer Protection Act (1986), provides for. The Clause specifies that the Redressal Agencies which request the property of the offender, not in conformity with such a request, in the event of failure to comply with interim orders.



In the event that directives are not complied with for three months, the attached property may be sold and the purchase income used to grant the plaintiff damages. The Collector of the District is in charge of proceeding to recover the amount as per the orders of the redressal agencies as arrears of land revenue.¹³

In order to impose stricter enforcement norms, the proposed Amendment to Consumer Protection Act further provides that in case of non-compliance, such person not complying the order shall be required to pay not less than five hundred rupees or one-half per cent of the value of the amount awarded, whichever is higher, for each day of delay of such noncompliance of the order till it is paid, in addition to the payment of the awarded amount. The amendment suggested allows the Group who has been directed to submit to the relevant Court, the status of the order compliance and the proceedings will be considered to begin before enforcement, via the District Forum or State Forum, the Central Forum, or the Central Forum. The redress agencies have a responsibility to track the enforcement of the order and take necessary criminal actions where needed.

A liability provision of Section 27 is also levied on merchants or those notified of who refuse to comply with the instructions of the remedial agencies under the Consumer Protection Act, 1986. Such a sentence against the guilty party could be a gao1 period not lower than one month lasting up to three years or a punishment not less than Rs.2000 stretching up to R.s.10000 or both. The proposed amendment enhances the amount of fine from a minimum of Rs.10000 upto Rs. 50000.¹⁴

The unenforceability laws because of following reasons

- a. Laws and regulations which are, in practice unenforceable because the court does not have effective jurisdiction on the subject-matter
- b. Laws and regulations which are enforceable, but where the cost of enforcement outweighs the benefits of enforcement.
- c. They fail to deal with the mischief which it seeks

to remedy and

d. The knowledge that they are unenforceable makes the normative force of law weak.¹⁵

Mere assertion of jurisdiction does not necessarily entail the enforcement of judgement. The question is not just about which law or regulation governs an activity on the internet, but rather whether it is enforceable in a coherent and satisfactory manner. No question, privacy is covered by a broad variety of consumer security legislation for the customers buying products and services online and offline. The key challenge, though, is the interpretation of rule.

Since compliance inevitably arises from an expertise in national relations, where several related grievances emerge against a single web site and are circulated across separate District and State Platforms, including those emerging in timtara.com, the management of implementation of a large number of decisions becomes a major problem.

CONCLUSION- In addition, lack of public knowledge of strategies used in the filing of lawsuits, such as misjoinder or non-joinder of parties, insufficient transaction data, has an effect on the ability of customers to pursue remedy. Inadequate information in the web portal communication guidance exacerbates customer concerns, when the physical or electronic communication service might be an impediment because the web portals have sufficient contact details. In order to connect, it can also be beneficial to provide convincing pre-contractual information such as maximum physical address descriptions and other contact information, like fixed mobile and company e-mail. With regard to regulation of judgments, while the Consumer Protection Bill 2015 has developed tougher requirements for order compliance, the regulation of class action cases for e-commerce disputes; which are dispersed among customers in separate districts with the same form of grievances, still needs to be discussed. Consumers do not realise whether, although being well protected by domestic rights, they can enjoy the same degree of security they have



in their country when shopping cross-border. Low import prices, high legal and arbitration expenses often appear to avoid cross-border purchases by customers. Thus India's involvement in international arbitration by bilateral and multilateral collaboration can be seen as a way forward in protecting customers through targeting reciprocal compliance and exchange of knowledge.

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