ISSN: 3139-3179(Online)
Aviradha International Journal of Law and Legal Studies (AIJLLS)
© AIJLLS | Vol. 2 | Issue 2 | January-March 2026
Available online at: https://aijlls.com/
DOI: https://doi.org/10.65785/aijlls.v2i2.11

Online Shopping and Consumer Protection in India: An Analysis under the Consumer Protection Act, 2019

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ABSTRACT:

The explosive growth of E-commerce has transformed the landscape of the Indian retail industry and redirected a significant amount of consumer business activity from the physical marketplace to the digital marketplace. As this migration makes things more convenient and more choiceful, it also has created novel vulnerabilities for consumers: counterfeit products, deceptive product descriptions, fake customer reviews, hidden or opaque prices, failed or delayed delivery, and challenges in identifying and tracking geographically remote or anonymous sellers. The Consumer Protection Act, 2019, along with the Consumer Protection (E-Commerce) Rules, 2020, is the Indian legislature's conscious effort to address the above and has widened the umbrella of consumer protection under the Consumer Protection Act explicitly to cover e-transactions and established a centralised regulator, namely the Central Consumer Protection Authority. This paper focuses on the statutory and regulatory framework that regulates online shopping in India and the substantive rights granted to Digital consumers, obligations imposed on the e-commerce providers and grievance redressal mechanism. It also highlights enforcement shortfalls lack of awareness, cross-border complexity and concerns of data-security and makes recommendations for more effective consumer protection in a more and more digitised commercial world.

Keywords: *Consumer Protection, E-Commerce, Online Shopping, Consumer Rights, Consumer Protection Act, 2019, Digital Marketplace.*

1. INTRODUCTION:

Electronic commerce has emerged as one of the hallmarks of Modern Indian economy. The total number of online shoppers approximately dublince had doubled from around 140million in 2020 to around 260–270million by 2024, when India became the second-largest e-retail market in the world, overtaking the

United States and, according to industry estimates, expected to reach about US$345 billion by 2030.[1] This growth is anchored in widespread affordability of smartphones, cheap mobile data, and the success of digital payment systems like Unified Payments Interface, and it now likely occurs fastest in Tier II and Tier III cities driving home that dependence on digital marketplaces is no longer just a urban habit but a pan-India phenomenon where consumers routinely source groceries, electronics, apparel and services via online purchase.[2]

However, the very characteristics that enhance our ability for online purchasing also create new kinds of consumer disadvantage. The online shopper cannot inspect products before buying them, relies on descriptions and reviews curated by platforms, low-resolution images of the goods, and often engages in a transaction with sellers obscured by an intermediation layer.[3] The Consumer Protection Act, 1986 was undoubtedly a major milestone in the provision of consumer protection law in India; however, it is an archaic statute with definitions that do not reference electronic transactions and hence leave online consumers under protected.[4] In recognition of this lacuna, Parliament passed the Consumer Protection Act, 2019 (Act No.35 of 2019) which was assented by President on 9th August, 2019 and wherein most provisions came into force on the date published in the Gazette of India dated July 20th, 2020 thereby repealing the old Act and materially broadening their umbrella under consumer law to cover a digital marketplace.[5]

In the backdrop of this, the current research attempts to go about three-fold: (i) to study rights created for online consumers within the 2019 framework; (ii) delineating obligations on e-commerce firms and remedy avenues contemplated as part of institutional machinery; and (iii) assessing if it meets contemporary challenges of harms in digital epoch. The study employs a doctrinal methodology, primarily based on primary sources Act, the Consumer Protection (E-Commerce) Rules, 2020 (Rules), subordinate regulations issued by the Central Consumer Protection Authority and relevant court decisions, supplemented with secondary interpretation and credible industry reports.[6] Its coverage is limited to online retail (or e-commerce) between business and consumers in India, but it recognizes that e-commerce also has important cross-border dimensions where it impacts the effectiveness of domestic protection.

2. Consumer Rights in Online Shopping

The Consumer Protection Act, 2019 provides a protective scheme based on certain well-defined rights, to comprehend their ambit in online shopping it is important to ascertain first whom the law protects and how an online transaction fare vis-a-viz its physical counterpart. These findings are supplemented in this

[1] India Brand Equity Foundation, 'E-commerce Industry in India' (ibef.org) https://www.ibef.org/industry/ecommerce; India Brand Equity Foundation, 'Growth of E-commerce Industry in India' (ibef.org, Infographic)

[2] *Ibid* (recording rapid Tier II–IV and rural shopper growth)

[3] Trilegal, 'Consumer Protection (E-Commerce) Rules, 2020' (Knowledge Repository); The Consumer Protection Act 2019, s 2(17)

[4] The Consumer Protection Act 1986 (Act 68 of 1986), s 2(1)(d).

[5] The Consumer Protection Act 2019 (Act 35 of 2019), read with s 107 (repeal of the 1986 Act).

[6] The Consumer Protection (E-Commerce) Rules 2020 (notified 23 July 2020); Central Consumer Protection Authority guidelines and judicial decisions cited herein.

section, which opens with a consideration of the statutory definition of "consumer" (particularly those transactions that expressly include electronic material) and subsequently considers the unique structural aspects associated with online consumer transactions. It subsequently outlines the six substantive rights embedded in the Act and explores how this work in a market defined by distance, intermediation and extreme information asymmetry. Finally, it evaluates why these rights take on additional importance and relevance in the digital space.[7]

2.1 Meaning of consumer under the Consumer Protection Act, 2019.

Section 2 (7) of the Consumer Protection Act, defines consumer as any person who buys goods or hires or avails services for consideration including any user of such goods or service with the approval of such buyer but excludes one who obtains them for resale or commercial purpose.[8] The other significant development is the Explanation to the provision, which provides that "buys any goods" and "hires or avails any services" shall include transactions done through electronic means, teleshopping, direct selling and multi-level marketing, clearly bringing online buyers under the protective radii of the Act.[9] The judiciary had previously interpreted consumer law widely as "beneficial" legislation and in *Lucknow Development Authority v. M.K. Gupta* many years back held that a consumer is entitled to an award of damages for mental harassment and agony, not merely the value of substandard service[10] and it had also held in *Indian Medical Association v. V.P. Shantha* that professional services rendered for a fee are included within the definition of "service."[11]

2.2 Nature of online consumer transactions.

It is well known that online transactions are structurally different from offline purchases: they are normally mediated through a third-party platform instead of directly finalized with the seller. They take place at Signals medium and do not allow for an inspection of the product, the consumer suffers during this process also from severe information asymmetry as since the consumer depend entirely on representations made on the platform.[12] The outer limits of the statutory categories nonetheless persist, as illustrated by *Morgan Stanley Mutual Fund v. Kartik Das*, which clarified the boundaries of "goods."[13]

2.3 Rights of consumers under the Act.

Section 2(9) enumerates six rights.[14] The right to safety protects against marketing good and services hazardous to life and property a significant factor when it comes to online selling of electronics, cosmetics, and food. Compensation against the information asymmetry of distance selling demands quality, quantity,

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[7] The Consumer Protection Act 2019, ss 2(7) and 2(9).
[8] *Ibid*, s 2(7)
[9] *Ibid*, Explanation to s 2(7)
[10] *Lucknow Development Authority v M.K. Gupta* (1994) 1 SCC 243.
[11] *Indian Medical Association v V.P. Shantha* (1995) 6 SCC 651.
[12] Trilegal, 'Consumer Protection (E-Commerce) Rules, 2020' (Knowledge Repository); The Consumer Protection Act 2019, s 2(17).
[13] *Morgan Stanley Mutual Fund v Kartik Das* (1994) 4 SCC 225.
[14] The Consumer Protection Act 2019, s 2(9).

potency, purity, standard and price disclosures that make up the *right to information*. Choice guarantees access to a wide range of products at reasonable prices, which the electronic opportunities for manipulation of page rank and social process threaten. An access to be heard ensures that the consumer interests are duly represented and considered at the relevant forums. Recourse against unfair and restrictive trade practices by way of seeking redressal. The *right to consumer education* (consumer awareness) is the basis for informed participation in the marketplace.[15]

Table 1: Six Consumer Rights under CPA 2019 and Online Application

Consumer Right	Definition	Online Vulnerability	Legal Provision
Right to Safety	Protection against hazardous goods/services	Counterfeit products; defective goods without pre-inspection	Section 2(9); Section 2(34) (Product Liability)
Right to Information	Quality, price, standard disclosures	Fake reviews; misleading descriptions; hidden charges	Section 2(9); Rule 5 (marketplace obligations)
Right to Choice	Access to variety at reasonable prices	Algorithmic manipulation; price surging	Section 2(9); Rule 4 (price manipulation prohibition)
Right to be Heard	Consumer interests represented in forums	Difficulty identifying responsible party	Section 2(9); Section 17 (CCPA action)
Right to Recourse	Seek redressal against unfair practices	Non-refund; delayed resolution	Section 2(9); Sections 18-21 (CCPA powers)
Right to Consumer Education	Informed marketplace participation	Severe awareness gap in Tier II/III cities	Section 2(9); National Consumer Helpline

Table 1 delineates the six substantive consumer rights enumerated under Section 2(9) of the Consumer Protection Act, 2019, with application in online retail. For each right, the table specifies its statutory definition, key vulnerability in e-commerce transactions, and relevant legal provision. This framework demonstrates how abstract entitlements translate into actionable protections for digital consumers navigating information asymmetry and seller anonymity inherent to online marketplaces, forming the foundational protective scheme discussed throughout this analysis.

2.4 Significance of consumer rights in the digital marketplace

These rights take on added significance online, where the consumer's structural disadvantage is at its most extreme. They are complemented by the new legal definition of product liability under Section 2(34), which makes manufacturers, product sellers and product service providers liable for damage from defective products or deficient services a remedy, in most cases, particularly useful where goods are purchased sight unseen.[16] They work together to transform abstract entitlements into actionable protections real for the online shopper.

[15] *Ibid*, s 2(9)(i)–(vi)

[16] *Ibid*, s 2(34), read with ss 2(35), 2(37) and 2(38)

3. Legal Framework Governing E-Commerce and Consumer Protection

The normative bedrock of the protective scheme is formed by consumer rights, but their realisation in the digital marketplace requires a devoted legal and regulatory framework. In this part, we build on that framework starting with the definitions of e-commerce and online intermediary brought under the purview of the Consumer Protection Act, 2019 followed by a look at the Consumer Protection (E-Commerce) Rules, 2020 which operationalises the Act. It examines the obligations that e-commerce companies are subjected to, the different liabilities of online sellers and online marketplaces as well as the overarching regulatory role played by the CCPA. The section concludes by considering the framework's specific safeguards against unfair trade practices and misleading advertisements in the online environment.[17]

3.1 Consumer Protection Act, 2019.

The Act set out a primary legislative definition for e-commerce for the very first time. While section 2(16) defines E-commerce as the sale or purchase of goods or services, by a seller or buyer through digital or electronic network including the features of digital products, section 2(17) extends to an "electronic service provider" that would typically include online marketplaces and online auction website.[18] Section 38, The District Commission is able to direct any electronic service provider to submit information, and Section 94 allows the Central Government to prescribe measures preventing unfair trade practices in e-commerce.[19]

3.2 Consumer Protection (E-Commerce) Rules, 2020.

Insofar as exercising this rule-making power, the Government had notified the E-Commerce Rules on 23 July 2020 to give effect to Act in relation to digital space.[20] The Rules apply to all online commerce models, whether marketplace or inventory, as well as e-commerce entities outside India which systematically offer goods or services to consumers in India.[21]

3.3 Duties and responsibilities of e-commerce entities.

Rule 4 outlines the broad obligations of every e-commerce entity incorporation under a company or foreign-exchange law, appointment of a resident nodal officer, and clear indications of legal name along with address and contact particulars.[22] Every entity needs to set-up a grievance-redressal mechanism and designate one grievance officer who acknowledges the complaints within forty-eight hours and resolves them in a period of 1 month.[23] In addition, one-sided cancellation fee and manipulation of price are prohibited, Rule 4 also prohibits recording the user's consent in writing through pre-checked boxes, this means an affirmative hurdle.[24]

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[17] The Consumer Protection Act 2019; The Consumer Protection (E-Commerce) Rules 2020
[18] The Consumer Protection Act 2019, ss 2(16) and 2(17)
[19] *Ibid*, ss 38 and 94
[20] The Consumer Protection (E-Commerce) Rules 2020 (notified 23 July 2020).
[21] *Ibid*, r 2(1).
[22] *Ibid*, r 4(1).
[23] *Ibid*, r 4(4)–(5).
[24] *Ibid*, r 4(8)–(10).

3.4 Obligations of online sellers and marketplaces.

Under Rule 5, marketplace players become liable and undertakings are required from sellers on the nature of descriptions, disclosure of seller particulars; return and refund terms; payment security provisions by marketplaces as well as parameters governing ranking of goods.[25] A marketplace cannot claim intermediary safe harbour unless it is compliant with Section 79 of the Information Technology Act, 2000 and the Intermediary Guidelines.[26] Rule 6 defines the responsibilities of sellers, thereby preventing untruthful conduct such as pretending to be a consumer writing reviews or not processing legitimate returns and refunds. Rule 7 also makes inventory entities, who have control over stock including the products they sell, liable for misrepresentation.[27]

3.5 Role of the Central Consumer Protection Authority (CCPA).

Section 10, The California Consumer Privacy Act (CCPA) establishes a consumer right of action for violations of the CCPA, misrepresentation or misleading conduct by businesses engaged in unfair trade practices and employment and housing fraud.[28] Section 18 gives very wide powers of suo motu inquiry, recall of unsafe goods or order cessation of unfair trade practices and Section 21 gets into action against deceptive advertisement.[29]

3.6 Protection against unfair trade practices and misleading advertisements.

"Unfair trade practice" under Section 2(47) has been expanded to include the sale of counterfeit goods, refusal for refunds and unauthorised disclosure of consumer information; an advertisement is defined as "misleading" under Section 2(28). Imprisonment up to two years or fines up to ten lakh rupees is prescribed under section 89.[30] Utilising its powers, the CCPA acknowledged Guidelines for Prevention of Misleading Advertisements and Endorsements in 2022 and Guidelines for Prevention & Regulation of Dark Patterns in 2023, prohibiting thirteen specific types of deceptive design practices.[31]

4. Consumer Grievances and Remedies in Online Shopping

The above-discussed substantive and regulatory rights take on real life only when viewed through the lens of consumer complaints that arise online, and the remedies available to redress them. This article reviews the main types of online consumer complaint from faulty goods and poor services to fake reviews, non-deliveries and refund conflicts and assesses how each is treated under the 2019 framework. It then goes to the redressal machinery, explaining the three-level structure of consumer commissions, limitation period

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[25] *Ibid*, r 5.

[26] The Information Technology Act 2000, s 79, read with the Information Technology (Intermediary Guidelines) Rules 2011; The Consumer Protection (E-Commerce) Rules 2020, r 5(1).

[27] The Consumer Protection (E-Commerce) Rules 2020, rr 6 and 7.

[28] The Consumer Protection Act 2019, s 10.

[29] *Ibid*, ss 18 and 21.

[30] *Ibid*, ss 2(47), 2(28) and 89.

[31] Central Consumer Protection Authority, Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements 2022 (9 June 2022); CCPA, Guidelines for Prevention and Regulation of Dark Patterns 2023 (30 November 2023), issued under s 18 of the Act, specifying thirteen dark patterns.

and mediation provisions as well as e-filing of complaints. Special emphasis is placed on the e-Daakhil portal, which had digitised the filing process to bring procedural access in line with the online nature of contemporary consumer transactions.[32]

4.1 Defective products and deficient services.

The most frequent complaint is in relation to defective products and deficient services, as defined by Section 2(10) and 2(11), which are magnified online due to the impossibility of pre-acquisition inspection. Section 2(34) comes with a direct remedy of redress for harm so caused under the product-liability regime.[33]

4.2 Fake reviews and misleading product descriptions.

Fake reviews and spurious descriptions violate the right to information as one is forced to go ahead with a purchase on the basis of unverifiable recommendations. The 2022 Guidelines on misleading advertisements, the seller-undertaking requirement under Rule 5 and the Bureau of Indian Standards framework on online consumer reviews notified on 23 November 2022 address these harms in further detail.[34]

4.3 Delayed delivery and non-delivery of goods.

Delay in, or non-delivery of the goods is a service deficiency for which the seller/platform may be liable; the doctrine of damages that goes beyond loss into harassment and distress dates back to *Lucknow Development Authority v. M.K. Gupta.*[35]

4.4 Refund, replacement and cancellation issues.

Refunds must be effected in a timely manner, as per Reserve Bank prescriptions (Rule 4), and arbitrary cancellation charges are prohibited, while the bar on pre-ticked consent is meant to shield against involuntary subscriptions turning matters that were once left to platform discretion into enforceable entitlements.[36]

Table 2: Consumer Grievances in Online Shopping and Legal Remedies

Grievance Type	Right Violated	Legal Basis	Redressal Forum
Defective Products/Substandard Services	Right to Safety; Right to Information	Section 2(10), 2(11), 2(34); Rule 6	District/State/National Commission

[32] The Consumer Protection Act 2019; The Consumer Protection (E-Commerce) Rules 2020.

[33] The Consumer Protection Act 2019, ss 2(10), 2(11) and 2(34).

[34] CCPA, Guidelines for Prevention of Misleading Advertisements 2022 (n 31); The Consumer Protection (E-Commerce) Rules 2020, r 5; Bureau of Indian Standards, Framework on Online Consumer Reviews — Principles and Requirements for their Collection, Moderation and Publication (notified 23 November 2022).

[35] *Lucknow Development Authority v M.K. Gupta* (n 10).

[36] The Consumer Protection (E-Commerce) Rules 2020, r 4(8)–(10).

Fake Reviews & Misleading Descriptions	Right to Information	Section 2(28); 2022 Guidelines; Rule 5	CCPA (suo motu); District Commission
Non-Delivery/Delayed Delivery	Right to Recourse	Section 2(11); Lucknow Development Authority doctrine	District/State Commission; CCPA
Refund & Cancellation Issues	Right to Recourse	Rule 4 (RBI prescriptions); Rule 5	Grievance Officer (Rule 4); District Commission
Counterfeit Products	Right to Safety	Section 2(47); Rule 6	CCPA (systemic); District Commission (individual)
Dark Patterns & Deceptive Design	Right to Choice; Right to Information	CCPA Guidelines 2023 (13 prohibited practices)	CCPA (primary); National Commission

Table 2 maps principal consumer grievances in online retail against statutory remedies under the Consumer Protection Act, 2019. For each grievance category, the table identifies the legal violation, applicable substantive rights, relevant provisions, and appropriate redressal forum. This framework demonstrates comprehensive statutory coverage while highlighting implementation gaps between legislative promise and practical enforceability in digital commerce, particularly regarding awareness and cross-border enforcement challenges discussed in subsequent sections.

4.5 Consumer dispute redressal mechanisms.

The Act retains a three-pronged original adjudication structure: the District Commission for claims up to fifty lakh rupees, the State Commission from fifty lakh to two crore rupees and then one National Commission for anything higher than, which means all amounts over two crore in 2021, these thresholds were increased in 2021.[37] There is a limitation period of generally two years for filing a complaint; certain disputes are designated as suitable for mediation; and orders are executable like a decree of a civil court.[38] A consumer can sue in their state of residence or employment, making it more convenient to bring cases against out-of-state sellers.[39]

4.6 Filing complaints through consumer commissions and e-Daakhil portal.

Electronic filing of complaints of a class impact with regard to consumers is permitted by Section 17, the District Collector, the Commissioner or the CCPA and then electronically before the commissions under Section 35.[40] The major such innovation is the e-Daakhil portal, where a complainant can file complaints, pay fee and track case status completely online, which was launched by National Consumer Disputes Redressal Commission on 7 September 2020, prior to being absorbed within the comprehensive e-Jagriti

[37] The Consumer Protection Act 2019, ss 34, 47 and 58, as modified by the Consumer Protection (Jurisdiction of the District Commission, the State Commission and the National Commission) Rules 2021.
[38] *Ibid*, ss 69, 74 and 71.
[39] *Ibid*, s 34(2).
[40] *Ibid*, ss 17 and 35.

platform from 1 January 2025.[41] The National Consumer Helpline operates as a complementary pre-litigation channel.[42]

5. Challenges and Suggestions for Strengthening Consumer Protection

While the Consumer Protection Act, 2019 and E-Commerce Rules, 2020 provide a thorough normative framework; nevertheless, there is still ground to be covered in moving from statutory promise to consumer experience. The protections examined in the prior sections operate within a fast-moving, intermediated and often transnational marketplace, and a number of structural barriers continue to dilute their practical effect. This section is critical to determine the most significant challenges facing effective enforcement in this online context, highlighting everything from lack of awareness and cross-border complications, through risks to data security, seller anonymity, and viable regulatory reach and having diagnosed these failures provides a range of direct recommendations through which the existing framework can be fortified and made genuinely responsive consumer needs in digital form.[43]

5.1 Lack of consumer awareness.

A large share of online consumers, especially from Tier II and III cities, still do not know what the core consumer rights are and where they can go to seek redressal to enforce their rights.[44] Few are aware that complaints can be filed electronically through the e-Daakhil portal, that platforms are legally required to have grievance officers or that refunds and cancellations have enforceable rules. This lack of awareness manifests itself in direct under-reporting, violations are unreported not because remedies are unavailable, but rather consumers do not identify harm as actionable. Awareness is thus the condition of possibility upon which all protective architecture rests, and the absence of awareness quietly undermines otherwise solid legal protections.

5.2 Cross-border e-commerce challenges.

The E-Commerce Rules, 2020 apply clearly to overseas entities which regularly offer goods or services to Indian consumers, evidencing a conscious intention of judging offshore marketplaces within the ambit of regulation.[45] In practice, the extraterritorial reach of the framework outstrips its enforceability. Establishing jurisdiction and getting process served against a foreign seller, as well as most importantly enforcing any commission's order with respect to a defendant lacking assets or presence in India are significant challenges. Such as in the case, an Indian consumer aggrieved by a cross-border purchase might obtain wins an order which is practically unenforceable and this limitation inherent to legislation on its own cannot address without bilateral or multilateral mutual-enforcement arrangements.

[41] Press Information Bureau, 'Centre launches e-Daakhil across all States and Union Territories of India' (Ministry of Consumer Affairs, 2024) (recording NCDRC launch on 7 September 2020); e-Daakhil integrated within the e-Jagriti platform with effect from 1 January 2025.
[42] National Consumer Helpline (1915), Department of Consumer Affairs, Government of India.
[43] The Consumer Protection Act 2019; The Consumer Protection (E-Commerce) Rules 2020.
[44] India Brand Equity Foundation (n 1) (recording Tier II–III shopper expansion).
[45] The Consumer Protection (E-Commerce) Rules 2020, r 2(1) (extraterritorial application).

5.3 Data privacy and security concerns.

The scale of collecting and processing personal information such as identity, location, payment and behavioural data means that online shopping is inseparable from unnecessary exposure lying to misuse, breach and unauthorised profiling of consumers.[46] Such acts of unauthorised divulging of the information are deemed as unfair trade practices under the Act, and hence, when data is guarded as personal data or sensitive personal data or non-personal data. Then comprehensive redundancy protection with complementary statutory framework lies above all mostly in shoes of the Digital Personal Data Protection Bill 2023. However, the interaction of consumer-protection law with data-protection law is still an early and untested space, and the exact division of responsibility between each framework, especially where there are both service deficiencies as well as data compromise, still needs to be better developed through rules and adjudication.

5.4 Difficulties in identifying sellers.

The marketplace model is characterized by consumers purchasing on a third-party platform rather than directly through the seller, whose identity and location are often concealed behind the interface of the platform.[47] Disputes involving such goods will often be complex, as the consumer needs to determine against whom an appeal might be made, and platforms sometimes attempted to position themselves purely as neutral intermediaries in order to avoid liability. Rules 5 and 6, which mandate that marketplaces provide seller details and obtain commitments as to the correctness of this information, tackle this issue only in part: compliance is patchy and there are limited verification mechanisms available, making substantive accountability in even a small fraction of disputes hard to get.

5.5 Need for stronger enforcement mechanisms.

However, the most important determinant of the efficacy of any consumer-protection regime is ultimately how it can be enforced and here too, we see that the framework is still falling short: regulators and commissions have not scaled and sped up in line with the growth of digital commerce.[48] For instance, regarding dark patterns: instead of instant punishment, the Central Consumer Protection Authority largely moves via advisories and self-auditing directions for example its advisory on 5 June 2025 directing platforms to identify and remove these dark patterns themselves. Although this collaborative stance may promote compliance through voluntary agreement, the food and beverage industry increasingly relies on self-regulation in lieu of rapid sanction and effective deterrence, which dilutes the severity that lies behind a prohibition.

[46] The Consumer Protection Act 2019, s 2(47); The Digital Personal Data Protection Act 2023.
[47] The Consumer Protection (E-Commerce) Rules 2020, rr 5 and 6
[48] CCPA Advisory dated 5 June 2025, issued under s 18(1) of the Consumer Protection Act 2019, directing e-commerce platforms to conduct self-audits for dark patterns.

5.6 Suggestions for improving consumer protection in online transactions.

A number of reforms would bolster the framework. Firstly, digital rights and the e-Daakhil mechanism should be bolstered through sustained consumer-education campaigns in regional languages that convert dormant entitlements into exercised ones. Also, mutual-enforcement arrangements and international cooperation are needed to translate the cross-border provisions into effective action. Third, there should be strict enforcement of the fall-back liability of marketplace entities to prevent platforms from renouncing responsibility for seller default.[49] Fourth, requiring the identity of sellers to be disclosed subject to penalties for false reporting would help mitigate information asymmetry, as would verifiably review systems. Finally, the Central Consumer Protection Authority must shift from advisories to time-bound, penalty-based monitoring all underpinned by a tech/human modernisation of consumer commissions and closer coordination with data-protection oversight.

6. CONCLUSION

The study has analyzed the legal protections available to online consumers in an all-encompassing sense under the Consumer Protection Act, 2019 and the Consumer Protection (E-Commerce) Rules, 2020 and concludes that while bill of 2019 is a significant step forward than its counterpart legislation. It acknowledges electronic transactions in its broad premise of "consumer," subsumes the conception of six substantive rights, lays out a standalone regime for product liability, imposes exhaustive obligations on e-commerce entities and marketplaces, and establishes a dedicated regulator (Central Consumer Protection Authority) equipped to take suo motu action against systemic malpractice. The redressal of grievances through the digitisation of both e-Daakhil and its successor, the e-Jagriti platform, have improved deterrence and access further still by ensuring that at least some aspects of procedural machinery related to consumer law are aligned with its digital nature.

Against the backdrop of the e-commerce landscape in which they will operate, however, we're still far from realising those promises of the Act. Although its substantive guarantees seem uncontroversial, their effectiveness is hamstrung by a lack of awareness on the part of consumers, the practical inaccessibility of foreign sellers, shifting data-security risks, and limited enforcement resources law on the books cannot protect a consumer who does not know it exists or cannot effectively invoke it. Thus, the future of consumer protection in digital commerce will hinge not so much on additional legislation as on implementation strong and deterrent enforcement actions, widespread and relatable consumer education, adequacy and accessibility of redressal institutions through technology-driven modes, and systematic regulatory complementarity with budding data-protection architecture under the Digital Personal Data Protection Act 2023. Provided these preconditions are satisfied, the 2019 framework can evolve from a carefully worded piece of legislation to an actual consumer-centric system at par with India's digital economy in terms of scale, speed and dynamism.

[49] The Consumer Protection (E-Commerce) Rules 2020, r 5; The Consumer Protection Act 2019, ss 18 and 21.

Cite this Article:

Naresh Kumar B Devasi, Debesh Mazumdar and Mohammed Ismail BF, "Online Shopping and Consumer Protection in India: An Analysis under the Consumer Protection Act, 2019"*, Aviradha International Journal of Law and Legal Studies (AIJLLS), ISSN: 3139-3179 (Online), Volume 2, Issue 2, pp. 13-24, January-Mach 2026.*

Journal URL: https://aijlls.com/

DOI: https://doi.org/10.65785/aijlls.v2i2.11