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## Consumer Protection Laws and Education in India

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*The process of introducing a product to the wider market is known as commercialization. When the humanities are given less priority in education and more attention is paid to student demand, it is referred to as commercialization. As a result, education is becoming more business oriented. As a result of commercialization, schools compete to deliver high-quality education at a cheap cost. The direction of education is in the hands of students and teachers because of the commercialization of education. The *Sehgal School of Competition v Dalbir Singh*<sup>1</sup> case highlighted the importance of consumer protection laws when it comes to education in India. The case in question involved a student (Respondent) who was denied a fee refund by his medical coaching facility (Appellant). The court went on to say that rejecting a fee return under the pretense of a condition set by an institution was contrary to fairness, natural justice, and fair-trade principles.<sup>2</sup>*

**Keywords:** *commercialisation, education, consumer exploitation, consumer empowerment.*

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### INTRODUCTION

Tort law is an essential area in the field of law. It helps one to recover damages caused to them by a second or third party by holding them accountable for their actions. On the other hand, it

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<sup>1</sup> *Sehgal School of Competition v Dalbir Singh* III (2009) CPJ 33 (NC)

<sup>2</sup> *Ibid*

discourages other individuals and organisations from doing such acts. Tortious liability arises from the breach of a requirement fixed by law; this duty is towards persons generally, and its breach is redressable by an action for unliquidated damages.<sup>3</sup> The two essential elements of a tort are- wrongful acts and legal damage.<sup>4</sup>

*"All production is for the purpose of ultimately satisfying a consumer."*

- John Maynard Keynes

If one compares the economy to a car, then consumption can be deemed to be the engine that drives economic growth. As per Black's Law Dictionary, consumption refers to "*The act of destroying a thing by using it; the use of a thing in a way that thereby exhausts it.*"<sup>5</sup> As per economics,<sup>6</sup> consumption can be defined as "*The use of goods and services by households.*"<sup>7</sup>

The present-day world we live in is one that runs on commercialisation- every single item has a price tag on it, including education. This, coupled with deceptive marketing strategies, has resulted in the exploitation of consumers. While the internet has made it far simpler to collect information, there are still some significant loopholes. Therefore, to prevent consumer exploitation and protection of consumer interest, the Government of India introduced the first Consumer Protection Act in 1986. The act was passed in October 1986 and came into force on December 24, 1986. (Subsequently replaced in 2019 by the Consumer Protection Act, 2019.) It is considered to be the '*Magna Carta* of protection of consumers from defective goods, unfair trade practices, and deficiency in services. It has caused a significant shift in the way in which businesses and producers approach complaints by consumers and has led to consumer empowerment. The present case, *Sehgal School of Competition v Dalbir Singh*,<sup>8</sup> is a crucial case with respect to consumer law on education and consumer protection. In this case, Dalbir Singh (Respondent) was a student aspiring to do medical in his higher study. To prepare for the

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<sup>3</sup> Edwin Peel & James Goudkamp, *Winfield and Jolowicz On Tort* (19th edn, Sweet & Maxwell 2015) 3

<sup>4</sup> *Ibid*

<sup>5</sup> 'Consumption', *Black's Law Dictionary* (8th edn, Thomson West 2004)

<sup>6</sup> *Ibid*

<sup>7</sup> 'Cold Cases' (*Britannica*) <<https://www.britannica.com/>> accessed 20 April 2021

<sup>8</sup> *Ibid* 1

entrance tests for the same, he enrolled in the Sehgal School of Competition (Petitioner). The school is a coaching centre for medical and engineering entrance test aspirants. Dalbir was enrolled in the school for their two-year course. The Institute required the students to pay the fees in lump sum amounts. However, he was dissatisfied with the service provided and decided to leave the institute midway. Upon leaving, he requested the institute to return the balance fee. The institute refused to do so. Therefore, for immediate relief, Dalbir approached the District Forum. The main issue this case addressed was whether the student is eligible to receive a refund of the balance amount of the course or not. The act of not refunding the balance amount by the institute for the remaining classes can be viewed as an unfair trade practice. Section 2(r) of the Consumer Protection Act, of 1986<sup>9</sup> deals with unfair trade practices. The case was further tried by the National Consumer Disputes Redressal Commission (NCDRC), which passed the judgement in favour of the respondent. It also stated that in this situation, the act of the institute is not a fair trade practice and is against natural justice. This case ensures better protection of consumer rights enshrined under the Consumer Protection Act, 1986.<sup>10</sup> The case demonstrates that it is unjust to refuse a student's request for a refund when he pays the full course fees and then leaves the educational institution.

Some other cases which are similar to the present case include- *Homoeopathic Medical College & Hospital, Chandigarh v Miss Gunita Virk*<sup>11</sup>, *Nipun Nagar v Symbiosis Institute of International Business*<sup>12</sup>, *Anupam College of Engineering v Amit Ahlawat & Anr.*<sup>13</sup> and *Maharishi Dayanand University v Surjeet Kaur.*<sup>14</sup>

## RESEARCH OBJECTIVES

- To analyse and comment on the Sehgal School of Competition v Dalbir Singh case<sup>15</sup>.
- To provide an overview of the Consumer Protection Act, 1986.

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<sup>9</sup> Consumer Protection Act 1986

<sup>10</sup> *Ibid*

<sup>11</sup> *Homoeopathic Medical College & Hospital, Chandigarh v Miss Gunita Virk* I (1996) CPJ 37 (NC)

<sup>12</sup> *Nipun Nagar v Symbiosis Institute of International Business* I (2009) CPJ 3 (NC)

<sup>13</sup> *Anupam College of Engineering v Amit Ahlawat & Anr* 2017 SCC OnLine NCDRC 209

<sup>14</sup> *Maharishi Dayanand University v Surjeet Kaur* (2010) 11 SCC 159

<sup>15</sup> *Sehgal School of Competition* (n 1)

- To analyze the different techniques used by businesses to exploit customers with the help of case laws
- To highlight the differences between the Consumer Protection Act, of 1986 and the Consumer Protection Act, of 2019<sup>16</sup>.

## RESEARCH QUESTIONS

- Who is a consumer? How is a consumer exploited in the marketplace?
- Why is it essential to have effective consumer protection laws in a developing country, like India?
- What is the current stance that consumer laws in India hold with respect to education?
- What happened in the *Sehgal School of Competition v Dalbir Singh* case? Why is it considered to be one of the most important cases of consumer disputes?
- What are the key differences between the Consumer Protection Act, of 1986 and the Consumer Protection Act, of 2019?

## LITERATURE REVIEW

A literature review is an essential aspect of conducting research. It forms the backbone of the entire research paper. To get a solid background and understanding of the topic, the researcher has referred to numerous books, articles, and journals. The primary source of data used by the author is the Consumer Protection Act, of 1986 and the Consumer Protection Act, of 2019. To gain sufficient knowledge about consumer exploitation in the markets, the researcher referred to a paper by *Vidisha Rane Sybms and Sandhya Bele*.<sup>17</sup> The paper helped the researcher to understand not only the different methods of exploitative techniques used by sellers but also understand the rights of the consumers that they can exercise as per law.<sup>18</sup> A research paper authored by *S. Jamuna*<sup>19</sup> on the topic of consumer awareness helped the researcher to better

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<sup>16</sup> Consumer Protection Act 2019

<sup>17</sup> Vidisha Rane Sybms & Sandhya Bele, 'A study of consumer rights exploitation in India' (2019) 5 Int J Law 84, 84-85

<sup>18</sup> *Ibid*

<sup>19</sup> S Jamuna, 'Consumers' Awareness and Attitudes Towards Consumer Protection Act 1986' (2014) 4 IJAR 7, 7-8

understand the topic.<sup>20</sup> The paper studies the consumer's understanding of the problems in the market and the impact of the Consumer Protection Act, 1986 after coming into effect.

A paper authored by *Dr. Ishwar Mittal*<sup>21</sup> analyses the level of consumer awareness of the consumer protection laws in India. It provides proper statistical data for its findings hence making it a reliable source of literature.<sup>22</sup> A paper by *Swapnali Borgohain*<sup>23</sup> has been deemed to be very helpful to the researcher. The paper comprehensively and critically discusses the topic of commercialization of education.<sup>24</sup> An article by *Shreya Sharma*<sup>25</sup> discusses the *Sehgal School of Competition v Dalbir Singh* case in great detail. This was another source of literature that holds great importance in fulfilling the main objective of this paper.<sup>26</sup> A brief article published by *Arogya Legal*<sup>27</sup> on the Consumer Protection Act, 2019 enabled the researcher to understand the key features of the action easily.<sup>28</sup> A comprehensive article on the Consumer Protection Act, 1986, and Consumer Protection Act, 2019 published by *Lawcirca*<sup>29</sup> helped the researcher to understand the differences between the two acts.<sup>30</sup>

## EXPLOITATION OF CONSUMERS IN THE MARKETPLACE

Consumers play a vital role in the growth of a country's economy. On consumers, Mahatma Gandhi once said, "A consumer is the most important visitor on our premises. He is not dependent on us, we are on him. He is not an interruption to our work; he is the purpose of it. We are not doing a favour to a consumer by giving him an opportunity. He is doing us a favour by giving us an opportunity to serve him." As per Section 2(7) of the Consumer Protection Act,

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<sup>20</sup> *Ibid*

<sup>21</sup> Dr. Ishwar Mittal, 'Consumer Awareness about Different Consumer Protection Legislations in India' (2015) 3 J Distance Education 65, 65- 68

<sup>22</sup> *Ibid*

<sup>23</sup> Swapnali Borgohain, 'Commercialization of Education system: A critical analysis' (2016) 1 IRJIMS 71, 71-75

<sup>24</sup> *Ibid*

<sup>25</sup> *Sehgal School of Competition* (n 1)

<sup>26</sup> *Ibid*

<sup>27</sup> Arogya Legal, 'New Consumer Protection law in India: A Simple Overview' (Seller Beware!) (*Lexology*, 17 June 2021) <<https://www.lexology.com/library/detail.aspx?g=4c180f5c-b6d6-417a-ab22-6275d0d5c0f9>> accessed 20 June 2021

<sup>28</sup> *Ibid*

<sup>29</sup> Lawcirca, 'Consumer Protection Act, 1986 v Consumer Protection Act, 2019' (*Lawcirca*, 13 June 2021) <<https://lawcirca.com/consumer-protection-act-1986-v-consumer-protection-act-2019/>> accessed 20 June 2021

<sup>30</sup> *Ibid*

2019<sup>31</sup> (hereinafter referred to as “CPA, 2019”) a consumer refers to “any person who buys goods or avails any service for a consideration and includes any user except for the person who has availed such services or goods for the purpose of resale or commercial use.” In simpler words, a consumer is an individual who purchases a product or a service with the primary purpose being to consume or utilize it.

Due to globalization and the industrialization of businesses, many consumers have now been exposed to a larger variety of goods and services. In addition to this, due to the substantial growth of the economy, there has been an increase in the purchasing power of consumers, especially those belonging to the middle class. It is noteworthy that the middle-class community of the society alone forms the largest part of the consumer society.

**In India, some of the common ways in which consumers are exploited by businesses include**

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- **Adulteration** - When sellers add other inferior substances to the product to increase its quantity and thus, deteriorate the quality of the product. Many times, this results in the product being harmful for consumption. This is often done in items such as oil, milk, etc. to maximize profits.
- **False advertising** - Sellers and producers sometimes spread untrue information about their products in order to attract consumers. They mislead consumers about the product’s quality, safety, cost, etc. Sometimes even providing incomplete information about the product can be a way to exploit consumers.
- **Improper use of weights and measures** - Sellers do not use standardized measuring weights and measures for weighing and measuring the goods while selling them to the consumers. Some local sellers use stones or estimate the weight of the product by hand.
- **Unsatisfactory after-sale service** - Electronic goods often require servicing in a timely fashion after purchase. Many companies do not comply with the same or even if they do comply their work is done very poorly.

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<sup>31</sup> Consumer Protection Act 2019, s 2(7)

- **Sub-standard quality of the product** - To save costs, the materials used in making the products are cheap and of poor quality. The consequence of this practice is forced to be borne by the consumers. The packaging of the product also contributes to the deterioration of the quality of the product.
- **Black marketing and hoarding** - When sellers buy large quantities of a product and retain it with an intention to sell it when the prices are high in the market, it is referred to as hoarding. Sellers, sometimes, illegally sell products on the black market at a price much higher than the MRP (Maximum Retail Price).
- **Selling duplicate products** - Sellers also exploit consumers by selling duplicate products to the consumers while claiming them to be authentic and genuine.

The above are some of the ways in which businesses cheat and harass their customers. Consumers are one of the most harassed individuals in India. Owing to unethical methods of doing business practised by sellers coupled with modern technological complexities and the existence of a large number of middlemen, consumers are exploited heavily. In spite of being the “kingpin” and the primary contributor to the success of various businesses, consumers do not receive fair treatment and are often left cheated.

## CONSUMER PROTECTION LAWS IN INDIA

For the longest time, consumers in India were heavily exploited. The quality and variety of the products sold in India before the era of liberalisation, globalisation, and privatisation were inferior. At this time, there were no laws either to protect the consumers and their interests. So, if a consumer were unhappy with the performance of a good or service, they would only have one option, i.e., to stop buying goods from that seller. Earlier, in case a good which is purchased by the consumer is defective, the seller was not to be held responsible. The principle of *Caveat Emptor* or “let the buyer beware” would apply, i.e., it is the obligation of the consumer to be careful while purchasing the product. This rule originated from common law. However, in the wake of widespread dissatisfaction amongst consumers, the ‘consumer movement was born. It took several years for organisations in India to raise awareness amongst consumers about the exploitative techniques used by sellers. Raising consumer awareness in a developing country

like India, where many people at the time were uneducated, was a difficult task. Consumer awareness refers to “enlightening the consumers regarding their rights as a consumer.” A national consumer day is observed on December 24 with a particular theme every year in India to raise consumer awareness. This was chosen as the day to celebrate National Consumer Day because on this same date in 1986, the Consumer Protection Act, 1986 (hereinafter referred to as “CPA, 1986”) commenced. The CPA, 1986 came into existence because of the enormous pressure the government and businesses were subjected to by the consumer movement. Although there were many other legislations such as the Code of Civil Procedure, 1908,<sup>32</sup> Monopolies and Restrictive Trade Practices Act (MRTP), 1969,<sup>33</sup> and the Indian Penal Code, 1860<sup>34</sup>, etc., they were not very effective in providing consumer protection. Therefore, on December 5, 1986, the Consumer Protection Bill was introduced in the Lok Sabha. The bill was passed by both the Lok Sabha and Rajya Sabha. It received the assent of the President and came into effect on December 24, 1986.

**The primary purpose of the CPA, 1986 was -**

- To protect the interests of the consumers
- To sustain and promote competition in the marketplace
- To ensure freedom of trade
- To resolve consumer disputes by way of establishing Consumer Councils

**According to Section 6 of the CPA, 1986, a consumer has the following basic rights -**

**Right to safety** - Every consumer has a right to safely consume or utilize the product or service, i.e., the consumer has a right to be protected from materials that are hazardous and life-threatening. This right seeks to protect consumers from the unfair trade practices employed by sellers to exploit consumers. To ensure the safety and quality of the product, the government

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<sup>32</sup> Code of Civil Procedure 1908

<sup>33</sup> Monopolies & Restrictive Trade Practices Act 1969

<sup>34</sup> Indian Penal Code 1860

has set certain standards for products that are to be mandatorily held by both producers and sellers.

**Right to choose** - All consumers have a right to choose the product or service they wish to purchase. The seller has absolutely no right to force a consumer to purchase a certain item.

**Right to Information** - Every consumer has a right to be informed adequately about the good or service they are purchasing. This includes features such as brand authenticity, expiry, standard, price, quality, etc.

**Right to be heard** - This right ensures the consumers that their complaints and concerns are taken into consideration by the Consumer Forum. This further helps to curb the malpractices that take place in the marketplace which place the consumer at a disadvantage. This right also directs all companies to compulsorily have a grievances/complaint cell so the company can take note of the complaints put forward by its customers.

**Right to seek redressal** - This right states that all consumers have a right to seek redressal or receive compensation against unfair trade practices. Compensation can be monetary compensation or a replacement of the good as per the demand of the consumer. As mandated by the CPA, 1986, consumer forums exist at district, state, and national levels to deal with consumer protection cases.

**Right to consumer education** - As per this right, all consumers have a right to be educated about his/her various rights, duties, and responsibilities as a consumer.

## **CONSUMER PROTECTION LAWS AND EDUCATION IN INDIA**

The Oxford Dictionary defines the term education as “a process of teaching, training, and learning, especially in schools, colleges or universities, to improve knowledge and develop skills.” Thus, there is obviously a sale of service or a profit motive behind imparting education. Commercialisation refers to “the process of managing or running something principally for financial gain.” Therefore, commercialisation of education refers to “advertising the product (schools, playschools, universities) in a way that appeals to the consumer (student and parent).”

As per the EY-FICCI report, almost 25% of schools in India are owned privately, enrolling 40% of the student population.<sup>35</sup> From this, we can understand that most students and parents (consumers) prefer private schools (sellers) over government schools. Due to the commercialisation of education, if one is looking for good teaching and facilities, they are forced to spend large sums of money on it. This is because educational institutions endure heavy expenses due to advertisements and infrastructural development; these expenses are subsequently remitted from the consumers.<sup>36</sup> This “corporate model” of education which views students and parents as ‘consumers’ is inappropriate and unethical.

The Indian Education sector is a major and flourishing industry. This sector has undergone drastic changes in the past few decades due to many new institutions entering the industry. However, due to such a vast pool of independently managed institutions, the quality of education imparted has deteriorated. The students suffer since they put their financial resources and effort into the courses at the school/college, expecting to secure an excellent job in the future eventually. The main question that was placed before the court was whether a student could be treated as a consumer under the CPA, 1986. A student is “an individual who avails educational services in exchange for a particular amount of fee paid by him to such service provider.” As per Section 2 (1) (d) of the CPA, 1986,<sup>37</sup> a consumer is defined as: “any person who buys any goods for consideration or hires/avails any services for consideration.” As per this, a student is to be treated as a consumer since the student pays a consideration for the education (service) provided to them. Hence, if a student has any grievances related to the services provided to him, he can approach the Consumer Forum. The *Vishal Gaonkar v Engineers Learning Institute*<sup>38</sup> case is a critical case when discussing consumer protection and education.<sup>39</sup> In this case, the North Goa Consumer Disputes Redressal Forum granted in favour of the student, Vishal Gaonkar stating that “*when an institute receives the required fee from the student but does not conduct the examination, such act amounts to deficiency of services.*” The student has all the right to a refund

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<sup>35</sup> EY-FICCI, ‘Private sector’s contribution to K-12 education in India’ (FICCI, March 2014) <<https://ficci.in/spdocument/20385/ey-ficci-report-education.pdf>> accessed 23 July 2022

<sup>36</sup> *Ibid*

<sup>37</sup> Consumer Protection Act 1986, s 2(1)(d)

<sup>38</sup> *Vishal Gaonkar v Engineers Learning Institute* Consumer Complaint No 49 of 2014 Goa

<sup>39</sup> *Ibid*

of the course fee if the institute does not provide all services. In a recent case, *Anand Institute of International Studies v Sani Jaggi & Ors.*<sup>40</sup> the Consumer Forum held that “inadequate facilities amount to deficiency in services and false advertisement further promotes unfair trade practice.”<sup>41</sup> In another case, *FIITJEE Ltd. v Vikram Seth*<sup>42</sup>, the Hon’ble Chandigarh State Commission upheld the decision of the District Forum and granted compensation to the aggrieved student towards a refund of fees for not availing services of the institute.<sup>43</sup> Therefore, from the above, one can understand that as per judicial authorities, a student is to be treated as a consumer and is free to exercise all rights that are provided to a consumer generally as per the law.

### **SEHGAL SCHOOL OF COMPETITION v DALBIR SINGH<sup>44</sup>**

#### *Background of the case*

As each year passes, more and more students write various entrance tests to get admission to the college of their dreams to get a degree and shape their careers. In a country like India, with such a vast number of students and talent, the competition to enter top institutes is ever-growing. With such tough competition, many coaching institutes are also mushrooming across the country to prep students for competitive exams. Since such institutes are motivated by profits, they charge hefty sums of money. Prior to this case, the institutes in their admission form would mention that the fees are non-refundable in any case. This goes against the principles of equity and natural justice. A person who is paying for the service and if for any reason is unhappy with it should be allowed to receive a refund for it, as per the principles of fair-trade practices. Therefore, if a student is dissatisfied with the service provided by the institute, they should have all the right to receive a refund for it. Not being allowed a refund forces the student to avail of the institute’s services even though they do not wish to.

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<sup>40</sup> *Anand Institute of International Studies v Sani Jaggi & Ors* Revision Petition No 767 of 2019 NCDRC

<sup>41</sup> *Ibid*

<sup>42</sup> *FIITJEE Ltd v Vikram Seth*, Consumer Complaint No 699 of 2017 Chandigarh

<sup>43</sup> *Ibid*

<sup>44</sup> *Sehgal School of Competition* (n 1)

### *Facts of the case*<sup>45</sup>

In this case, the complainant, Dalbir Singh, was enrolled in the Sehgal School of Competition, the appellant. The case was filed in Janaki Puri, New Delhi District Forum. The complainant had paid a total sum of Rs. 18,734/- in two installments within six months, i.e., the entire fee amount was paid within six months. The complainant was preparing for the medical entrance and had taken admission for the same. The complainant was left dissatisfied and wanted to withdraw his admission from the institute because he felt that the institute was biased towards engineering and was not giving enough importance to medical aspirants. After spending a considerable amount of time in the institute, hoping things would get better for him, he decided to leave the institute and prepare for his entrance on his own. The institute declined his demand of refunding the balance fee amount for the remaining year. This forced him to approach the District Forum for redressal.

### *Issues raised*

1. Whether the complainant should be refunded the balance fees for the remaining year?
2. Does coaching institutes claiming that the condition imposed by them that 'refundability/transferability of seat/fee is not possible under any circumstances' hold any merit?

### *Judgement*

The District Forum directed the appellant to refund the complainant a sum of Rs. 18,734/-. However, the complainant was not awarded any compensation for the mental agony and cost of litigation caused, which made him approach the State Commission. The State Commission held that "We have already taken a view which has been upheld by the National Commission and the same view was also taken by the Supreme court that no institute or coaching centre shall charge lump sum fees for the whole duration or should refund the fees if service is deficient in the quality of coaching etc. or for which period the student does not attend coaching as any

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<sup>45</sup> *Ibid*

clause saying that fees once paid shall not be refunded are unconscionable and unfair and therefore not enforceable.”

### *Case Analysis*

The case simply deals with the consequences of the commercialisation of education. It highlights the fact that “when a student joins an institute, it is not a fair trade.” With such tough competition in entrance exams, self-study is not an efficient method of preparation for all students. By joining an institute, the student puts a lot of his dreams and hopes for his future career in the hands of the institute. The institutes use this same vulnerability of students to profit off of it. The institute’s act of not refunding the balance amount is not a fair-trade practice and is against natural justice. The case demonstrates that it is unjust to refuse a student’s request for a refund when he pays the total course fees and then leaves the educational institution. This case ensures better protection of consumer rights enshrined under the Consumer Protection Act, 1986.

### **CONSUMER PROTECTION ACT, 1986 v/s CONSUMER PROTECTION ACT, 2019**

Through the previous chapter, we have enough information about the CPA, 1986. The CPA, 2019 was passed on 9<sup>th</sup> August 2019 and is a repealing statute, i.e., it repealed the almost-three decade-old CPA, 1986. The CPA, 2019 has new and more efficient laws to protect the interests of the consumers and provide them with a more efficient mechanism to voice their grievances. It also has legislation regarding e-filing and mediation which was not present in the previous act. The CPA, 2019 is definitely a step-up and more futuristic.

### *Main objectives of the CPA, 2019*

- Establishing the “Central Consumer Protection Authority” (CCPA)
- Introducing the product liability option
- Establishing a Mediation Centre
- Introducing filling via video-conference
- Imposition of higher penalties

- Allowing e-Commerce to be within the ambit of the CPA, 2019

### COMPARATIVE ANALYSIS OF CPA, 1986 AND CPA, 2019

**Pecuniary Jurisdiction** - As per the CPA, 1986 the District Forum, State Commission, and the National Commission had a pecuniary jurisdiction of up to 20 lacs, from 20 lacs to 1 crore and, from 1 crore and above, respectfully. As per the CPA, 2019 it is up to 1 crore, from 1 crore to 10 crore and, 10 crore and above, respectfully.

**Purchase Price** - As per CPA, 1986 while deciding on pecuniary jurisdiction the purchase price was also considered. As per CPA, 2019 only actual price is considered when deciding pecuniary jurisdiction.

**Territorial Jurisdiction** - As per CPA, 1986 it is where the seller's office is situated. As per CPA, 2019 it is where the complainant resides.

**Regulating Authority** - There was no such provision in the CPA, 1986. In the CPA, 2019 the Central Consumer Protection Authority (CCPA) is formed.

**E-Commerce** - The CPA, 1986 does not mention e-Commerce. CPA, 2019 treats sellers in the field of e-Commerce like any other ordinary seller.

The above are some of the key distinctions between the two acts. The CPA, 2019 has definitely changed the face of consumer protection laws in India for the better.

### CONCLUSION

According to some scholars, consumption is an important economic activity, one of the most essential activities. Thus, it requires proper regulation and is overlooked by the government to ensure no malpractice and unfair trade practices are practised. The market left unregulated is a hazardous place for the security and interests of consumers. Some unfair trade practices employed by sellers include adulteration, deceptive packaging, false advertisement, etc. After widespread dissatisfaction and raising consumer awareness, India's consumer movement as a 'social force' was born. The movement was necessary to protect and promote consumer interests

in the country. The Consumer Protection Act, of 1986 was the first legislation that dealt entirely with the protection of consumers and their interests. Even a student attending school in India is treated in the capacity of a consumer. Due to the commercialisation of education, the quality of education that is imparted by the institute is directly related to the amount of money you invest in it. This puts students at a disadvantage because they are forced to pay a hefty lump-sum amount of money. In the *Sehgal School of Competition v Dalbir Singh case*, the student Dalbir Singh was refused a refund of the balance fee amount when he wished to quit the institution by reason of dissatisfaction. The case is an important case with respect to consumer protection laws on education. The ruling, in this case, has had a very positive impact on the rights of the students in the capacity of consumers. The practice of charging hefty lump-sum amounts as fees for enrolment in the institute is not a fair-trade practice, and not refunding the same in case of dissatisfaction is entirely absurd. The new and improved Consumer Protection Act, of 2019, broadens the horizon and strengthens consumer interests and protection.