

Prerana's Module on
CONSUMER RIGHTS



About the Module

Age group: 12 - 18 years

Duration: 1 Hour 30 minutes

Aim: To build an understanding of consumer rights among the participants

From birth to death, the human body has needs that need to be fulfilled for its existence. If the individual does not have the provisions to fulfill those needs, s/he procures the same. The simplest way of doing so is buying goods or services in exchange of money.

When an individual purchases goods or avails a service in exchange of money, the purchaser expects the goods and services to be of a certain quality that satisfies his/her wants. It is the right of the buyer to have the opportunity to choose the best possible goods or services in his/her best interest at the best possible price. There are also laws in place that protect these rights of a consumer, among others.

As an organization, Prerana believes in upholding the rights of individuals. However, it is important to be aware of one's rights in order to exercise them. To this end, Prerana conducted some sessions on 'Consumer Rights' for the children who we closely work with. The session aimed at educating the children on their rights as consumers, and the means of redressal if the rights are infringed.

As a practice, we often document such sessions to seek feedback and assist other service providers with content to conduct such sessions with their respective target groups. This document is a detailed report of the session conducted to increase awareness about consumer rights among the children. It is structured in the form of a module and also includes the responses of the children. These comments can be helpful in understanding how the session was received by the participants. These inputs can also be used as prompts by the facilitator.

Note: The session was conducted for children between the age group of 12-18 years. It can be modified to suit children/individuals of different age groups. At the end of this document, a brief note on the introduction and evolution of consumer rights is provided. If it may interest the facilitator, they may read the same for conceptual clarity and additional information.

1. Icebreaker Activity

Duration: 15 minutes

Aim : The activity aims to reinforce the objective of the session with the participants through an engaging activity. It also serves as groundwork for the next part of the session.

Material: A currency note of a small denomination, bottled mineral water, a piece of paper and a pen.

Process:

Inform the children that the session would begin with a role-play activity, depicting a transaction. Request two children to come forward and volunteer for the activity. Of the two children, ask one child to play the role of a seller, and the other child to play the role of a buyer. Provide the child playing the seller with a 500ml bottle of mineral water. Provide a 10-rupee currency note to the child playing the role of the buyer. Ask the children to enact how they would proceed with the transaction of buying the bottle of water in reality. Observe and discuss the role-play.

Request the children to re-enact the scene. In this round, hand the child playing the role of a buyer with a piece of paper with "INR 10 Rupees" written on it instead of the actual currency note. The child playing the buyer should be provided with the same bottle of mineral water. Notice if there is any difference. Discuss it with the children.

Thank the volunteers and request them to be seated. Ask the group to point out three things they noticed in the activity. Note the responses and discuss the same with the children.

During the session conducted with the children, the activity unfolded in the following way:

Buyer: I want to buy water. Do you have it?

Seller: Yes, I do. Do you want a small bottle or a big bottle? How many bottles do you want?

Buyer: I want one small 500 ml bottle of Bisleri.

Seller: I do not have Bisleri. I have Brijeel. Will it work?

Buyer: Okay. It will work. Here is the money. *(Hands the seller the 10-rupee note and takes the bottle of water.)*

The second round happened in the same way until the buyer handed the seller the piece of paper instead of the currency note. The seller refused to sell the bottle to the buyer in lieu of the piece of paper. During the session conducted with the children, the responses received were:

1. "You cannot buy water in exchange for a piece of paper."
2. "The buyer got a brand of bottled water different from what he had asked for."
3. "The buyer did not ask for the price of the bottle."
4. "The buyer did not check the expiry date of the bottle."

2. Who is a buyer? Who is a seller?

Moving forward from the activity, proceed to explain the principle of *give-and-take* followed in a transaction. A transaction takes place when something is bought or sold in exchange for consideration. In a transaction, the person offering the product for sale is the seller, whereas the person purchasing the product is the buyer.

3. Introduction to the Consumer Protection Act, 2019

Activity

Ask the group if they have ever bought a product for their own use. Obtain information on what kind of products did they buy, how did they buy it, etc. Encourage responses and discuss them.

Duration: 10 minutes

Instructions:

If the children respond in affirmative, inform them that they were the consumers in such a case. Explain the term 'consumer' and the legal rights of a consumer under the Indian law. The current legislation granting these rights to individuals is the Consumer Protection Act, 2019. Introduce the definition of 'consumer' under this Act and simplify the definition by covering the following points:

- A consumer is a person who buys goods or hires a service for consideration.
- The consideration could be - paid, promised, partly paid and partly promised, or any other system of deferred payment.
- A consumer is someone who buys the goods or hires the services for their own personal use and not for resale or commercial purposes (the end-user is the person buying the goods or hiring the services).
- A consumer is also the user of the goods or beneficiary of the services if such goods are used, and such services are availed with the approval of the person who bought them for consideration. [The end-user is the person who uses the good or avails the services, if he does so with the approval of the person who paid for the same (here also, paid would mean paid, promised, partly paid and partly promised, or any other system of deferred payment)].
- The transactions, thus, made could either be online or offline. It could either be made using actual cash or any other digital form of payment.

There is a need to delve into the elements of the definition, which might require providing conceptual clarity of certain terms. Explain the meaning of terms like consideration, deferred payment, partly paid and partly promised payment, commercial and resale purpose. Discuss the difference between goods and services. The following examples can be used to illustrate the same:

- **Goods and services:** Goods would be tangible products like medicines; whereas seeking a medical consultation would be an example of hiring a service, which is intangible in nature. A consumer has the right to approach the relevant authority if there is a defect in the goods and/or deficiency in services.
- **Consideration:** It is the promise to perform an act or refrain from performing an act in exchange for something. Paying money to buy something is an example of consideration. Without an element of consideration in the transaction, a person cannot be a consumer.
- **Forms of payment:** The payment is not always made upfront. It could either be paid off at once or could be divided into smaller payments made at specific intervals.
- **Commercial and resale:** A person would be a consumer when s/he buys the goods or hires the service for personal use. If the goods are bought to be resold or for other commercial purposes, such a buyer would not be a consumer.
- **Personal use:** A person would be a consumer even if s/he has not paid for the goods bought, or the services availed, as long as such person uses the goods or avails the services with the approval of the person who paid the consideration for it. The recipient of a gift would be an example of a consumer in this case.
- **Online or offline transactions:** With the advent of technology, transactions are not limited to using conventional methods of buying. Children often buy products online. Buying products from online sellers, and shopping websites (like Amazon, Flipkart, Myntra, etc) can also make a person eligible to be a consumer.

During the session conducted with the children, the children made the following observations :

1. Every child shared that s/he had purchased at least one product in his/her life.
2. The children identified with the concept of partly paid and partly promised, or a deferred form of payment. They shared experiences of their mothers maintaining 'khaata' (account) with the local grocery shopkeepers, and clearing the 'hisaab' (calculation) at the end of the month.
3. One child also shared the practice of EMIs (easy monthly installments) to purchase a mobile phone from Amazon, as an example of partly paid and partly promised form of payment.

4. Introduction to Consumer Rights

Activity:

Ask the children what they keep in mind when they buy something. Try to steer the responses in terms of things they already practice to ensure that they make a 'safe' purchase. Gauge their understanding of what they see as permissible when making a purchase. This could be facilitated by making use of the following statements:

Which of the following instances are permissible?

- Being sold a torn shirt, or stale food.
- Buying something using counterfeit notes.
- Being sold counterfeit goods like the chocolate 'Darry Milk' when asked for 'Dairy Milk'.
- A refrigerated bottle of an aerated drink sold for a higher price compared to a bottle of the same aerated drink kept at room temperature.

Duration : 15 minutes

Instructions:

Through the responses, explain how certain practices are unethical, and unlawful. Re-introduce the Consumer Protection Act, 2019, and elaborate on the self-explanatory title of the law. The law was created to protect the interests of the consumers. Since *Caveat Venditor* is now an established principle of the law, there is a need to protect consumers from unscrupulous practices and provide quicker redressal mechanisms. To protect the consumers, it is first important to understand what they should be protected against. The law has enumerated the following consumer rights:

1. Right to Safety

- The right to be protected against the marketing of goods, products or services which are hazardous to life and property.
- Unsafe goods may cause death or serious injury to the user due to defects. In the case of hazardous goods, clear instructions as to the mode of use should be provided. The consumer should be informed of the risks, etc.
- Eg.: The disclaimer of choking hazards on small toys.



2. Right to Information

- The right to be informed about the quality, quantity, potency, purity, standard and price of goods, products or services, as the case may be, so as to protect the consumer against unfair trade practices.
- Adequate information essential to make an informed choice. Consumers are entitled to comparative information about the quality, quantity, potency, purity, standard and price of different kinds of goods or services which are available.
- Consumers should be provided with maximum information about the wide variety of competing goods available in the market.
- Eg.: A packet of tea leaves stating its exact weight, when packed.



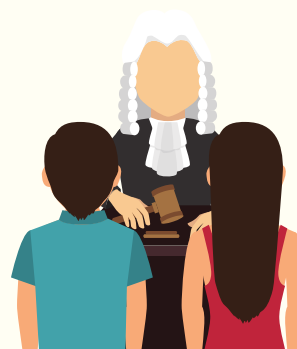
3. Right to Choose:

- The right to be assured, wherever possible, access to a variety of goods, products or services at competitive prices.
- This right stands for a preference for a competitive market over a monopolized market.
- Fair and effective competition must be encouraged so as to provide consumers with the widest range of products and services at the lowest cost.
- Eg.: The option to choose from toothpastes of different brands like Close-Up, Colgate, Oral-B, Sensodyne, etc.



4. Right to seek Redressal:

- The right to seek redressal against unfair trade practice or restrictive trade practices or unscrupulous exploitation of consumers.
- Genuine grievances of the consumer, after due process, should be entitled to a fair settlement.
- Eg.: A pressure cooker's valve was defective, and it resulted in an accident. The right to approach the District Commission to file a complaint against the manufacturer to get compensation for the same.



5. Right to be Heard:

- The right to be heard and to be assured that consumer's interests will receive due consideration at the appropriate forum.
- Every consumer has a right to file a complaint and be heard in that context. The Consumer Protection Act, 2019 has provided instruments for appropriate representation.
- Eg.: When the consumer approaches the District Commission, the matter should be heard and not dismissed without cause.



6. Right to Consumer Education:

- The right to consumer awareness and making them informed of their rights.
- Advertisements should be created to highlight their consumer rights.
- The consumers should be made aware of the standardized certification marks issued by various authorities that provide assured quality as per its standards.
- Eg.: An advertisement broadcast on TV informing people that sellers cannot charge over the MRP (maximum retail price).



Activity:

Show different standardized certification marks issued by various authorities like BIS Hallmark for gold and silver items, FPO for processed fruit products, BEE star rating for energy efficiency, etc. Note the responses by the children. Inform them what each certification stands for, and the issuing authority for the same.

Duration: 10 minutes

5. Grievance Redressal Mechanisms

Instructions:

The Consumer Protection Act, 2019 has provided for various grievance redressal mechanisms at different levels to ensure quick redressal of the complaints filed by consumers. Briefly explain the different levels, jurisdiction and the limitation period for any consumer complaints. *(table below)*

Title	District Commission	State Commission	National Commission
Level of function	District level [1]	State level[2]	National level[3]
Jurisdiction	Value of consideration does not exceed one crore rupees[4]	Value of consideration exceeds one crore rupees but does not exceed ten crore rupees[5]	Value of consideration exceeds ten crore rupees[6]
Appeal	Appeal to State Commission within 45 days[7]	Appeal to National Commission within 30 days[8]	Appeal to Supreme Court within 30 days[9]
Limitation	Complaint to be filed within two years. Delay may be condoned if sufficient cause is presented. The reason for the condonation of delay should be recorded.[10]		

As referred in the table -

[1] Section 28 of the Consumer Protection Act, 2019

[2] Section 42 of the Consumer Protection Act, 2019

[3] Section 53 of the Consumer Protection Act, 2019

[4] Section 34 of the Consumer Protection Act, 2019

[5] Section 47 of the Consumer Protection Act, 2019

[6] Section 58 of the Consumer Protection Act, 2019

[7] Section 41 of the Consumer Protection Act, 2019

[8] Section 51 of the Consumer Protection Act, 2019

[9] Section 67 of the Consumer Protection Act, 2019

[10] Section 69 of the Consumer Protection Act, 2019

Apart from these forums, there are also provisions for registering their grievances using the toll-free helpline number or a website. Share the information with the group. If possible, display the website as well.

Phone number: 1800-11-4000 or 14404 | All Days Except National Holidays (09:30 AM To 05:30 PM)

Website: <https://consumerhelpline.gov.in/user/>



The image shows the login page for the Government of India's consumer helpline. At the top, there is the Government of India emblem and the text "Government of India, Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs". The page features a "JAGO GRAHAK JAGO" logo on both sides. The main content area is a light blue box with the heading "USER/ CONSUMER LOGIN". It contains three input fields: "Email id / Reg. Number", "Password" (with an eye icon for visibility), and "Captcha" (with the text "29fT79" and a refresh icon). A "Forgot Password?" link is located below the captcha field. A blue "Sign In" button is positioned at the bottom center of the login box.

Apart from the grievance redressal mechanisms, the Consumer Protection Act, 2019 also lists down other provisions that state the punishment for publishing false or misleading advertisements, manufacturing or selling products containing adulterants, non-compliance with the directions of any grievance redressal authority under this Act.

6. Closing Activity

Activity:

Show the [video](#) to the children. Ask the children to name the various consumer rights highlighted in the video. Encourage responses and discuss them. This is a good way to map their understanding of the subject and could be a revision of the session.

Video Link : <https://www.youtube.com/watch?v=pTCr9wGJ4NQ>

The children successfully managed to point out the following consumer rights from the video:

1. Clip 1:

- Right to information: The right to be aware of the correct quantity (weight) of the product - incorrect weight measures.
- Right to information: The right to be aware of the quality and purity of the product - no adulteration.
- Punishment for selling adulterated food.

2. Clip 2:

- Right to information: The right to be aware of the quality and purity of the product - no expired products.
- Right to safety: The right to safety, as being sold expired products can also be hazardous to life.

3. Clip 3:

- Right to grievance redressal: The right to lodge a complaint in case of defective goods or deficiency in services as per the appropriate forums.

4. Clip 4:

- Right to consumer education: The right to be aware of the procedures in filing a consumer complaint.

5. Clip 5:

- Punishment for non-compliance with the decision of the authority.

6. Clip 6:

- Right to consumer education: The right to be educated against false and misleading advertisements.
- Right to information: The right to be informed about accurate results from using the products.
- Punishment for publishing false or misleading advertisements.

7. Clip 7:

- Right to information: The right to be aware of the correct quantity (weight) of the product - incorrect weight measures.

8. Clip 8:

- Right to information: The right to be informed about standard packaging and weight.

9. Clip 9:

- Right to grievance redressal: The right to not be scared using nefarious techniques.

10. Clip 10:

- Right to information: The right to be aware of the quality and purity of the product - no expired products.
- Right to safety: The right to safety, as being sold expired medicines can also be hazardous to life.

11. Clip 11:

- Right to information: The right to be about standard quality certifying marks.
- Right to consumer education: The right to be made aware of different quality and standard marks issued by different authorities.

7. Feedback/ Learnings:

Conclude the session and request for any feedback and/or learnings from the session.

The children seemed to be aware of most of the topics discussed in the session. The session was interactive and most of them forthcoming with their responses. The learnings shared by some of the children were:

- "I will now always check the MRP of the product before buying."
- "We should not only check the expiry date but also check if there is a stipulated time within which the product should be consumed after opening."
- "This reminded me of the medicine check that Prerana does. It is important to regularly take stock of the medicines, and not take expired medication."
- "I will also check the weight of the product now."
- "We should read the terms and conditions before buying anything online. Especially check their return policy."
- "I will ask my mother to keep a copy of the 'khata' created at the local shops, to ensure he does not cheat my mother while calculating the 'hisaab' in the end."
- "I will also tell my mother about these things."
- "They should also teach us these things in schools."

Additional Information

From birth to death, the human body has needs that need to be fulfilled for its existence. We meet these needs by making use of suitable provisions available to us. Every human being does not have access to all such provisions on his/her own, which resulted in the system of trade through human communication. In the older times, the most common form of trade was through the barter system. People exchanged goods and services for other goods and services in return. This form of trade declined with the advent of currency as we know it. In modern times, money as a medium of exchange is the most acceptable form of trade.

We purchase goods or avail services in exchange for money. When we pay money in return for something in the market, we expect to be compensated for the value of the money spent. In the marketplace, the person offering the goods or services in return for consideration is the seller, and a person willing to offer consideration to use the said goods or services is the buyer. The aim of a seller is to maximize his profits by selling at the highest cost, whereas the buyer expects to buy the best product at the lowest cost.

During the prevalence of common law, the legal maxim *Caveat Emptor* (let the buyer beware) was quite popular. The standards that a seller was mandated to adhere to were quite minimal, and in comparison, the buyer was expected to be aware of the risks while making a purchase. The fallacy of this rule was realized when it was observed that the seller has more information than the buyer, and it was not prudent to put the complete onus on the buyer. The prevalence of this rule was diluted, and the maxim *Caveat Venditor* (let the seller beware) was introduced. Today, it is an established principle of the law. This rule directs the sellers to take responsibility for the product and discourages them from selling products of unreasonable quality.

The principle of *Caveat Venditor* upholds the best interest of the buyer. A buyer is a person who buys the product but may or may not be the end-user of the product. The person who uses the product or the service is the one consuming it, and thus becomes the consumer. As a consumer, the person must have access to goods or services which satisfy his utility in the best possible manner. Thus, keeping in mind the principle of the best interest of the buyer, most states have enacted laws that protect the interests of its consumers. These laws equip the consumers to fight against unfair trade practices, frauds, misrepresentation, and hold the sellers accountable for their wrongdoings.

The issue of consumer rights in India was first codified with the introduction of the Consumer Protection Act, 1986. This law was recently replaced by the Consumer Protection Act, 2019. The law aims to provide for protection of the interests of consumers and for the said purpose, to establish authorities for timely and effective administration and settlement of consumers' disputes and for matters connected therewith or incidental thereto. This Act also confers legal rights on the consumers, and provides for redressal mechanisms if such rights are infringed. It is safe to say that redressal mechanisms are not useful if the people are not aware of their rights in the first place.

As per Section 2(7) of the Consumer Protection Act, 2019, a "consumer" means any person who—

(i) buys any goods for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any user of such goods other than the person who buys such goods for consideration paid or promised or partly paid or partly promised, or under any system of deferred payment, when such use is made with the approval of such person, but does not include a person who obtains such goods for resale or for any commercial purpose; or

(ii) hires or avails of any service for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any beneficiary of such service other than the person who hires or avails of the services for consideration paid or promised, or partly paid and partly promised, or under any system of deferred payment, when such services are availed of with the approval of the first mentioned person, but does not include a person who avails of such service for any commercial purpose.

Explanation.—For the purposes of this clause,— (a) the expression "commercial purpose" does not include use by a person of goods bought and used by him exclusively for the purpose of earning his livelihood, by means of self-employment; (b) the expressions "buys any goods" and "hires or avails any services" includes offline or online transactions through electronic means or by teleshopping or direct selling or multi-level marketing;

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